



HINDUSTAN CONSTRUCTION COMPANY LIMITED

Our Company was incorporated as 'The Hindustan Construction Company Limited' on January 27, 1926 under the Indian Companies Act, 1913, in Mumbai, Maharashtra, pursuant to certificate of incorporation dated January 27, 1926 issued by the Registrar of Companies, Mumbai ("RoC"). Subsequently, the name of our Company was changed to 'Hindustan Construction Company Limited' with effect from October 11, 1991 and a fresh certificate of incorporation consequent upon change of name was issued on October 11, 1991 by the RoC. For further details, see "General Information" on page 43.

Registered and Corporate Office: Hincan House, Lal Bahadur Shastri Marg, Vikhroli (West), Mumbai 400 083, Maharashtra, India
Contact Person: Nitesh Kumar Jha, Company Secretary and Compliance Officer
Tel: + 91 22 2575 1000

E-mail: secretarial@hccindia.com; **Website:** www.hccindia.com; **Corporate Identity Number:** L45200MH1926PLC001228

PROMOTERS OF OUR COMPANY: AJIT GULABCHAND, HINCON HOLDINGS LIMITED, HINCON FINANCE LIMITED, SHALAKA GULABCHAND DHAWAN AND SHALAKA INVESTMENT PRIVATE LIMITED (THE "PROMOTERS")

FOR PRIVATE CIRCULATION TO ELIGIBLE EQUITY SHAREHOLDERS OF HINDUSTAN CONSTRUCTION COMPANY LIMITED (THE "COMPANY" OR THE "ISSUER") ONLY

ISSUE OF UP TO [●] FULLY PAID-UP EQUITY SHARES OF FACE VALUE OF ₹1 EACH OF OUR COMPANY (THE "RIGHTS EQUITY SHARES") FOR CASH AT A PRICE OF ₹[●] PER RIGHTS EQUITY SHARE (INCLUDING A PREMIUM OF ₹[●] PER RIGHTS EQUITY SHARE) (THE "ISSUE PRICE") AGGREGATING UP TO ₹1,000 CRORE* ON A RIGHTS BASIS TO THE ELIGIBLE EQUITY SHAREHOLDERS OF OUR COMPANY IN THE RATIO OF [●] ([●]) RIGHTS EQUITY SHARE FOR EVERY [●] ([●]) FULLY PAID-UP EQUITY SHARES OF FACE VALUE OF ₹[●] EACH OF OUR COMPANY (THE "EQUITY SHARES") HELD BY THE ELIGIBLE EQUITY SHAREHOLDERS ON THE RECORD DATE, THAT IS ON [●] (THE "RECORD DATE") (THE "ISSUE"). FOR FURTHER DETAILS, SEE "TERMS OF THE ISSUE" BEGINNING ON PAGE 75.

**Assuming full subscription in the Issue, Subject to finalisation of Basis of Allotment.*

WILFUL DEFAULTERS OR FRAUDULENT BORROWERS

None of our Company, the Promoters or any of our Directors have been or are identified as Wilful Defaulters or Fraudulent Borrowers. See "Other Regulatory and Statutory Disclosures" beginning on page 71.

GENERAL RISKS

Investment in equity and equity related securities involve a degree of risk and investors should not invest any funds in the Issue unless they can afford the risk with such investment. Investors are advised to read the risk factors carefully before taking an investment decision in the Issue. For taking an investment decision, investors shall rely on their own examination of our Company and the Issue including the risks involved. The securities being offered in the Issue have not been recommended or approved by the Securities and Exchange Board of India ("SEBI") nor does SEBI guarantee the accuracy or adequacy of this Draft Letter of Offer. Specific attention of investors is invited to the section "Risk Factors" beginning on page 16 before making investment in this Issue.

COMPANY'S ABSOLUTE RESPONSIBILITY

Our Company, having made all reasonable inquiries, accepts responsibility for and confirms that this Draft Letter of Offer contains all information with regard to our Company and the Issue, which is material in the context of the Issue, that the information contained in this Draft Letter of Offer is true and correct in all material aspects and is not misleading in any material respect, that the opinions and intentions expressed herein are honestly held and that there are no other facts, the omission of which makes this Draft Letter of Offer as a whole or any such information or the expression of any such opinions or intentions misleading in any material respect.

LISTING

The existing Equity Shares of our Company are listed on BSE Limited ("BSE") and National Stock Exchange of India Limited ("NSE", and together with BSE, the "Stock Exchanges"). Our Company has received "in-principle" approvals from NSE and BSE for listing the Rights Equity Shares through their letters dated [●] and [●], respectively. Our Company will also make applications to NSE and BSE to obtain trading approvals for the Rights Entitlements as required under the SEBI ICDR Master Circular. For the purposes of the Issue, the Designated Stock Exchange is BSE.

REGISTRAR TO THE ISSUE



MUFG Intime India Private Limited (formerly Link Intime India Private Limited)

C-101, 1st Floor, 247 Park
L.B.S. Marg, Vikhroli (West)
Mumbai 400 083
Maharashtra, India
Tel: +91 810 811 4949

E-mail: hccltd.rights2025@in.mpms.mufg.com

Investor Grievance ID: hccltd.rights2025@in.mpms.mufg.com

Contact Person: Shanti Gopalakrishnan

Website: www.in.mpms.mufg.com

SEBI Registration No.: INR000004058

ISSUE PROGRAMME

LAST DATE FOR CREDIT OF RIGHTS ENTITLEMENTS	ISSUE OPENS ON	LAST DATE FOR ON MARKET RENUNCIATION*	DATE OF CLOSURE OF OFF MARKET TRANSFER OF RIGHTS ENTITLEMENTS*	ISSUE CLOSES ON**	DATE OF FINALIZATION OF BASIS OF ALLOTMENT (ON OR ABOUT)	DATE OF ALLOTMENT (ON OR ABOUT)	DATE OF CREDIT OF RIGHTS EQUITY SHARES (ON OR ABOUT)	DATE OF LISTING (ON OR ABOUT)
[●]	[●]	[●]	[●]	[●]	[●]	[●]	[●]	[●]

**Eligible Equity Shareholders are requested to ensure that renunciation through off-market transfer is completed in such a manner that the Rights Entitlements are credited to the demat accounts of the Renouncee(s) on or prior to the Issue Closing Date.*

***Our Board or the Securities Issuance Committee of the Board will have the right to extend the Issue Period as it may determine from time to time but not exceeding 30 days from the Issue Opening Date (inclusive of the Issue Opening Date). Further, no withdrawal of Application shall be permitted by any Applicant after the Issue Closing Date.*

(This page has intentionally been left blank)

TABLE OF CONTENTS

SECTION I – GENERAL	1
DEFINITIONS AND ABBREVIATIONS	1
NOTICE TO INVESTORS	9
PRESENTATION OF FINANCIAL INFORMATION AND OTHER INFORMATION	11
FORWARD LOOKING STATEMENTS.....	13
SUMMARY OF THIS DRAFT LETTER OF OFFER.....	14
SECTION II: RISK FACTORS	17
SECTION III: INTRODUCTION.....	43
THE ISSUE.....	43
GENERAL INFORMATION	44
CAPITAL STRUCTURE	48
OBJECTS OF THE ISSUE	51
STATEMENT OF SPECIAL TAX BENEFITS	65
SECTION IV: ABOUT OUR COMPANY	67
OUR MANAGEMENT	67
SECTION V: FINANCIAL STATEMENTS	70
FINANCIAL INFORMATION OF THE ISSUER	70
SECTION VI: LEGAL AND OTHER INFORMATION	72
OTHER REGULATORY AND STATUTORY DISCLOSURES	72
SECTION VII: ISSUE INFORMATION	75
TERMS OF THE ISSUE.....	75
RESTRICTIONS ON FOREIGN OWNERSHIP OF INDIAN SECURITIES.....	99
RESTRICTIONS ON PURCHASES AND REALES	100
SECTION VIII- MATERIAL CONTRACTS AND DOCUMENTS FOR INSPECTION	107
DECLARATION	109

SECTION I – GENERAL

DEFINITIONS AND ABBREVIATIONS

This Draft Letter of Offer uses certain definitions and abbreviations which unless the context otherwise indicates, or implies or unless otherwise specified, shall have the meaning as provided below.

References to any legislation, act, regulation, rule, guideline, clarification or policy shall be to such legislation, act, regulation, rule, guideline or policy as amended, supplemented or re-enacted from time to time and any reference to a statutory provision shall include any subordinate legislation made from time to time under that provision. The words and expressions used in this Draft Letter of Offer but not defined herein shall have the meaning ascribed to such terms under the SEBI ICDR Regulations, the SEBI Listing Regulations, the Companies Act, the SCRA, the Depositories Act and the rules and regulations made thereunder.

The following list of capitalised terms used in this Draft Letter of Offer is intended for the convenience of the reader/prospective investor only and is not exhaustive. However, terms used in the sections entitled “Risk Factors”, “Summary of this Draft Letter of Offer”, “Financial Information of the Issuer”, “Statement of Special Tax Benefits”, “Terms of the Issue” on pages 16, 14, 69, 64 and 75, respectively, shall, unless indicated otherwise, have the meanings ascribed to such terms in the respective sections/ chapters.

General terms

Term	Description
“Company”, “our Company”, “the Company”, “the Issuer” or “HCC”	Hindustan Construction Company Limited, a public limited company incorporated under the Indian Companies Act, 1913 and having its Registered and Corporate Office at Hincon House, Lal Bahadur Shastri Marg, Vikhroli (West), Mumbai 400083, Maharashtra, India
“We”, “Our”, “Us” or “our Group”	Unless the context otherwise indicates or implies or unless otherwise specified, refers to our Company along with our Subsidiaries, Joint Ventures and Joint Operations on a consolidated basis

Company related terms

Term	Description
“Articles of Association” or “Articles”	Articles of association of our Company, as amended from time to time
Associate	The associate of our Company, being, Highbar Technocrat Limited
“Auditor(s)” or “Statutory Auditor(s)”	The statutory auditors of our Company, being Mukund M. Chitale & Co., Chartered Accountants
Audit Committee	Audit committee of our Company
“Board of Directors” or “Board” or “our Board”	The board of directors of our Company. For details, see “Our Management – Board of Directors” on page 66
Chairperson	The chairperson of the Board of our Company, Ajit Gulabchand. For details, see “Our Management – Board of Directors” on page 66
“Chief Financial Officer” or “CFO”	The chief financial officer of our Company, Rahul Shukla
Company Secretary and Compliance Officer	The company secretary and compliance officer of our Company, Nitesh Kumar Jha
Directors	The directors on our Board, as may be appointed from time to time. For details, see “Our Management – Board of Directors” on page 66
Equity Shares	Equity shares of face value of ₹1 each of our Company
ESOP Scheme	HCC Employee Stock Option Scheme, 2008, as amended from time to time
Financial Statements	Fiscal 2025 Audited Consolidated Financial Statements
Fiscal 2025 Audited Consolidated Financial Statements	The audited consolidated financial statements of the Group, for the year ended March 31, 2025, prepared in accordance with the Indian Accounting Standards (Ind AS) notified under Section 133 of the Companies Act read with the Companies (Indian Accounting Standards) Rules, 2015 and other relevant provisions of the Companies Act
Group	Collectively, our Company (including joint operations), its Subsidiaries, its Joint Venture and its Associate
Independent Chartered Accountant	S Ramanand Aiyar & Co, Chartered Accountants
Independent Director(s)	The Non-Executive, independent Directors of our Company, appointed as per the Companies Act, 2013 and the SEBI Listing Regulations. For details of our Independent Directors, see “Our Management – Board of Directors” on page 66
Securities Issuance Committee	The Securities Issuance Committee of the Board of our Company
Joint Venture	The joint venture of our Company, namely Prolific Resolution Private Limited
Joint Operations	The operations conducted through HCC - L&T Purulia Joint Venture, Nathpa Jhakri Joint venture, Kumagai - Skanska - HCC - Itochu Joint Venture, Alpine - Samsung - HCC Joint Venture, Alpine

Term	Description
	- HCC Joint Venture, HCC - Samsung Joint Venture CC-34, HCC - HDC Joint Venture, HCC - VCCL Joint Venture, TPL - HCC Bhivpuri PSP JV and HCC - TPL Indore Metro Joint Venture
Key Managerial Personnel	Key managerial personnel of our Company determined in accordance with Regulation 2(1)(bb) of the SEBI ICDR Regulations, and as disclosed in “ <i>Our Management – Details of Key Managerial Personnel and members of the Senior Management</i> ” on page 66
Limited Reviewed Financial Information	The unaudited limited reviewed consolidated financial results of the Group, for the six months ended September 30, 2025, prepared in accordance with the Indian Accounting Standards (Ind AS) notified under Section 133 of the Companies Act read with the Companies (Indian Accounting Standards) Rules, 2015 and other relevant provisions of the Companies Act
Materiality Threshold	An amount equivalent to ₹10.31 crore (being 5% of the average of absolute value of profit or loss after tax, as per the last three audited consolidated financial statements of our Company) adopted by the Securities Issuance Committee of the Board for the purposes of disclosures in this Draft Letter of Offer, where applicable, in conformity with the 'Policy for Determination of Materiality of Disclosures' framed in accordance with Regulation 30 of the SEBI Listing Regulations and adopted by our Board
Material Subsidiaries	Such subsidiaries which have been identified as material subsidiaries in terms of our policy for determining material subsidiaries, namely, H56 Immo AG and HCC Infrastructure Company Limited
Members of the Senior Management	Senior management personnel of our Company determined in accordance with Regulation 2(1)(bbbb) of the SEBI ICDR Regulations, and as disclosed in “ <i>Our Management – Details of Key Managerial Personnel and members of the Senior Management</i> ” on page 66
“Memorandum of Association” or “Memorandum”	Memorandum of association of our Company, as amended from time to time
Nomination and Remuneration Committee	Nomination and remuneration committee of our Company
Non-Executive Directors	The non-executive Directors of our Company, appointed as per the Companies Act, 2013 and the SEBI Listing Regulations. For details of our Non-Executive Directors, see “ <i>Our Management – Board of Directors</i> ” on page 66
Preference Shares	Redeemable preferences shares of our Company, having a face value of ₹10 each As of the date of this Draft Letter of Offer, none of the Preference Shares are outstanding.
Promoter Group	Unless the context requires otherwise, the promoter group of our Company as determined in accordance with Regulation 2(1)(pp) of the SEBI ICDR Regulations
Promoters	The promoters of our Company, namely, Ajit Gulabchand, Hincan Holdings Limited, Hincan Finance Limited, Shalaka Gulabchand Dhawan and Shalaka Investment Private Limited
Registered Office	The registered and corporate office of our Company located at Hincan House, Lal Bahadur Shastri Marg, Vikhroli (West), Mumbai 400 083, Maharashtra, India
Shareholders	Equity Shareholders of our Company, from time to time
Stakeholders’ Relationship Committee	Stakeholders’ relationship committee of our Company
Subsidiaries	Subsidiaries of our Company, being: 1. HCC Contract Solutions Limited; 2. HCC Infrastructure Company Limited; 3. HCC Mauritius Enterprises Limited; 4. HCC Mauritius Investment Limited; 5. Highbar Technologies Limited; 6. HRL Township Developers Limited; 7. Maan Township Developers Limited; 8. HRL (Thane) Real Estate Limited; 9. Panchkutir Developers Limited; and The step-down Subsidiaries of our Company, being: 1. Badarpur Faridabad Tollway Limited; 2. Narmada Bridge Tollway Limited; 3. H56 Immo AG (Formerly known as Steiner Eagle AG) (Step down subsidiary from December 20, 2024)
Vice Chairman and Managing Director	Vice Chairman & Managing Director of the Board of Directors, namely, Arjun Dhawan.

Issue related terms

Term	Description
Additional Rights Equity Shares	The Rights Equity Shares applied for or allotted under the Issue in addition to the Rights Entitlement
Allotment Account Bank(s)	Bank(s) which are clearing members and registered with SEBI as bankers to an issue and with whom the Allotment Accounts will be opened, in this case being, ICICI Bank Limited
Allotment Account(s)	The account(s) opened with the Banker(s) to the Issue, into which the Application Money, with respect to successful Applicants will be transferred on the Transfer Date in accordance with Section 40(3) of the Companies Act, 2013
Allotment Advice	The note or advice or intimation of Allotment sent to each successful Applicant who has been or is to be Allotted the Rights Equity Shares pursuant to the Issue after approval of the Basis of Allotment by the Designated Stock Exchange
Allotment Date	Date on which the Allotment is made pursuant to the Issue
“Allotment” or “Allot” or “Allotted”	Allotment of Rights Equity Shares pursuant to the Issue
Allottee(s)	Person(s) to whom the Rights Equity Shares are Allotted pursuant to the Issue
“Applicant(s)” or “Investor(s)”	Eligible Equity Shareholder(s) and/or Renouncee(s) who are entitled to make an application for the Rights Equity Shares pursuant to the Issue in terms of the Letter of Offer
Application	Application made through submission of the Application Form or plain paper application to the Designated Branch(es) of the SCSBs or online/ electronic application through the website of the SCSBs (if made available by such SCSBs) under the ASBA process, to subscribe to the Rights Equity Shares at the Issue Price
Application Form	Unless the context otherwise requires, an application form (including an online application form available for submission of application through the website of the SCSBs (if made available by such SCSBs) under the ASBA process) used by an Applicant to make an application for the Allotment of Rights Equity Shares in the Issue
Application Money	Aggregate amount payable in respect of the Rights Equity Shares applied for the Issue at the Issue Price
Application Supported by Blocked Amount or ASBA	Application (whether physical or electronic) used by Applicant(s) to make an application authorizing the SCSB to block the Application Money in a specified bank account maintained with the SCSB
ASBA Account	An account maintained with SCSBs and as specified in the Application Form or plain paper Application, as the case may be, by the Applicant for blocking the amount mentioned in the Application Form or in the plain paper Application
ASBA Circulars	Collectively, SEBI circular bearing reference number SEBI/CFD/DIL/ASBA/1/2009/30/12 dated December 30, 2009, SEBI circular bearing reference number CIR/CFD/DIL/1/2011 dated April 29, 2011, SEBI ICDR Master Circular (to the extent it pertains to the rights issue process) and any other circular issued by SEBI in this regard and any subsequent circulars or notifications issued by SEBI in this regard
Banker to the Issue	ICICI Bank Limited
Banker to the Issue Agreement	Agreement dated November 26, 2025, entered into by and among our Company, the Registrar to the Issue, and the Banker to the Issue for among other things, collection of the Application Money from Applicants/Investors and transfer of funds to the Allotment Account, on the terms and conditions thereof
Basis of Allotment	The basis on which the Rights Equity Shares will be Allotted to successful applicants in consultation with the Designated Stock Exchange in the Issue, as described in “ <i>Terms of the Issue</i> ” beginning on page 75
“Controlling Branches” or “Controlling Branches of the SCSBs”	Such branches of the SCSBs which coordinate with the Registrar to the Issue and the Stock Exchanges, a list of which is available on SEBI’s website, updated from time to time or at such other website(s) as may be prescribed by the SEBI from time to time
Demat Suspense Account	LIPL HCC LTD RIGHTS ESCROW DEMAT ACCOUNT
Demographic Details	Details of Investors including the Investor’s address, PAN, DP ID, Client ID, bank account details and occupation, where applicable
Depository(ies)	NSDL and CDSL or any other depository registered with SEBI under the Securities and Exchange Board of India (Depositories and Participants) Regulations, 2018 read with the Depositories Act, 1996
Designated Branch(es)	Such branches of the SCSBs which shall collect the Applications, used by the ASBA Investors and a list of which is available on the website of SEBI and/or such other website(s) as may be prescribed by the SEBI from time to time
Designated Stock Exchange	BSE Limited
“Draft Letter of Offer” or “DLOF”	The draft letter of offer dated November 26, 2025 issued by our Company in accordance with the SEBI ICDR Regulations, 2018, as amended and filed with the Stock Exchanges

Term	Description
Eligible Equity Shareholder(s)	Equity Shareholders as on the Record Date. Please note that the investors eligible to participate in the Issue excludes certain overseas shareholders. For further details, see “Notice to Investors” and “Restrictions on Purchases and Resales” beginning on pages 9 and 100, respectively
“Equity Shareholder(s)” or “Shareholders”	Holder(s) of the Equity Shares of our Company
Escrow Account	One or more no-lien and non-interest-bearing accounts with the Escrow Collection Bank for the purposes of collecting the Application Money from Eligible Equity Shareholders as on record date making an Application through the ASBA facility
Escrow Collection Bank(s)	Bank(s) which are clearing members and registered with SEBI as bankers to an issue and with whom the Allotment Accounts will be opened, in this case being, Kotak Mahindra Bank Limited
Fraudulent Borrower	Fraudulent Borrower(s) as defined under Regulations 2(1)(III) of the SEBI ICDR Regulations
Gross Proceeds	The gross proceeds raised through the Issue
Issue	The issue of up to [●] Rights Equity Shares for cash at a price of ₹[●] per Rights Equity Share (including a premium of ₹[●] per Rights Equity Share) aggregating up to ₹1000 crores* on a rights basis to the Eligible Equity Shareholders of our Company in the ratio of [●] ([●]) Rights Equity Share for every [●] ([●]) Equity Shares held by the Eligible Equity Shareholders on the Record Date <i>*Assuming full subscription in the Issue. Subject to finalization of the Basis of Allotment.</i>
Issue Closing Date	[●]
Issue Materials	Collectively, the Letter of Offer, the Application Form, the Rights Entitlement Letter and any other material relating to the Issue
Issue Opening Date	[●]
Issue Period	The period between the Issue Opening Date and the Issue Closing Date, inclusive of both days, during which Applicants/Investors can submit their Applications, in accordance with the SEBI ICDR Regulations
Issue Price	₹[●] per Rights Equity Share
Issue Proceeds	The gross proceeds raised through the Issue
Issue Size	The issue of up to [●] Rights Equity Shares aggregating up to ₹1000.00 Crores* <i>*Assuming full subscription in the Issue. Subject to finalization of the Basis of Allotment.</i>
“Letter of Offer” or “LOF”	The letter of offer dated [●], to be filed with the Stock Exchanges and SEBI
Listing Agreements	The uniform listing agreements entered into between our Company and the Stock Exchanges in terms of the SEBI Listing Regulations
Master Framework Agreement	Agreement dated July 20, 2022 entered into by the Company with the consortium of lenders to set out the terms and conditions for resolution of the debt facilities extended to HCC
Monitoring Agency	CARE Ratings Limited
Monitoring Agency Agreement	Agreement dated November 26, 2025, between our Company and the Monitoring Agency in relation to monitoring of Gross Proceeds
Multiple Application Forms	More than one application form submitted by an Eligible Equity Shareholder/Renouncee in respect of the same Rights Entitlement available in their demat account. However, additional applications in relation to Additional Rights Equity Shares with/without using additional Rights Entitlements will not be treated as multiple applications
Net Proceeds	Issue Proceeds less the estimated Issue related expenses. For further details, see “Objects of the Issue” beginning on page 50
Off Market Renunciation	The renunciation of Rights Entitlements undertaken by the Investor by transferring its Rights Entitlements through off market transfer through a depository participant in accordance with the SEBI ICDR Master Circular, circulars issued by the Depositories from time to time and other applicable laws. Eligible Equity Shareholders are requested to ensure that renunciation through off-market transfer is completed in such a manner that the Rights Entitlements are credited to the demat account of the Renouncee(s) on or prior to the Issue Closing Date
On Market Renunciation	The renunciation of Rights Entitlements undertaken by the Investor by trading its Rights Entitlements over the secondary market platform of the Stock Exchanges through a registered stock broker in accordance with the SEBI ICDR Master Circular(s) issued by the Stock Exchanges from time to time and other applicable laws, on or before [●], 2025
Record Date	Designated date for the purpose of determining the Equity Shareholders who would be eligible to apply for the Rights Equity Shares in the Issue subject to terms and conditions set out in the Issue Materials to be decided prior to the filing of the Letter of Offer, being [●]
Registrar Agreement	Agreement dated November 26, 2025, between our Company and the Registrar to the Issue in relation to the responsibilities and obligations of the Registrar to the Issue pertaining to the Issue

Term	Description
“Registrar to the Issue” or “Registrar or Share Transfer Agent”	MUFG Intime India Private Limited
Renouncee(s)	Person(s) who has/have acquired Rights Entitlements from the Eligible Equity Shareholders on renunciation in accordance with the SEBI ICDR Master Circular
Renunciation Period	The period during which the Eligible Equity Shareholders can renounce or transfer their Rights Entitlements which shall commence from the Issue Opening Date. Such period shall close on [●], 2025, in case of on Market Renunciation. Eligible Equity Shareholders are requested to ensure that renunciation through off-market transfer is completed in such a manner that the Rights Entitlements are credited to the demat account of the Renouncee(s) on or prior to the Issue Closing Date
Resolution Plan	Resolution Plan means the debt resolution plan of HCC as approved by the HCC lenders in accordance with the terms set out under the Master Framework Agreement.
Rights Entitlement Letter	Letter including details of Rights Entitlements of the Eligible Equity Shareholders. The details of Rights Entitlement(s) are also accessible on the website of our Company
Rights Entitlement(s)	Number of Rights Equity Shares that an Eligible Equity Shareholder is entitled to in proportion to the number of Equity Shares held by the Eligible Equity Shareholder on the Record Date, in this case being [●] ([●]) Rights Equity Share for every [●] ([●]) Equity Shares held by an Eligible Equity Shareholder on the Record Date
Rights Equity Shares	Equity Shares of our Company to be allotted pursuant to the Issue, on a fully paid-up basis on Allotment
SCSB(s)	Self-certified syndicate banks registered with SEBI, which acts as a banker to the Issue and which offers the facility of ASBA. A list of all SCSBs is available at www.sebi.gov.in/sebiweb/other/OtherAction.do?doRecognisedFpi=yes&intmId=34 , or such other website as updated from time to time
Specific Investor(s)	Regulation 77B of the SEBI ICDR Regulations defines specific investor(s) as any investor who is eligible to participate in the Issue (a) whose name has been disclosed by the Company in terms of regulation 84(1)(f)(i) of the SEBI ICDR Regulations; or (b) whose name has been disclosed by the Company in terms of sub-clause 84(1)(f)(ii) of the SEBI ICDR Regulations
Stock Exchanges	Stock exchanges where the Equity Shares are presently listed i.e. BSE and NSE
Transfer Date	The date on which the Application Money blocked in the ASBA Account will be transferred to the Allotment Account(s) in respect of successful Applications, upon finalization of the Basis of Allotment, in consultation with the Designated Stock Exchange
Wilful Defaulter	Wilful defaulter as defined under Regulation 2(1)(III) of the SEBI ICDR Regulations
Working Days	All days on which commercial banks in Mumbai are open for business. Further, in respect of the Issue Period, working day means all days, excluding Saturdays, Sundays and public holidays, on which commercial banks in Mumbai are open for business. Furthermore, in respect of the time period between the Issue Closing Date and the listing of Equity Shares on the Stock Exchanges, working day means all trading days of the Stock Exchanges, excluding Sundays and bank holidays, as per circulars issued by SEBI

Conventional and general terms or abbreviations

Term/Abbreviation	Description/ Full Form
“₹” or “Rs.” or “Rupees” or “INR”	Indian Rupee
Aadhaar	Aadhaar card
AGM	Annual general meeting of the Shareholders of our Company
AIF(s)	Alternative investment funds, as defined and registered with SEBI under the Securities and Exchange Board of India (Alternative Investment Funds) Regulations, 2012
AUM	Assets under management
Basic EPS	Net Profit for the year attributable to owners of our Company divided by weighted average number of Equity Shares outstanding during the year
BSE	BSE Limited
CAGR	Compounded annual growth rate
Calendar Year	Calendar year ending December 31
Caro Order	Companies (Auditors Report) Order, 2020
Caro Report	Shall mean collectively the Companies (Auditor’s Report) Order, 2020 and the Companies (Auditor’s Report) Order, 2016
Category I AIF	AIFs who are registered as “Category I Alternative Investment Funds” under the SEBI AIF Regulations

Term/Abbreviation	Description/ Full Form
Category I FPIs	FPIs who are registered as “Category I foreign portfolio investors” under the SEBI FPI Regulations
CBDT	Central Board of Direct Taxes, Government of India
CDSL	Central Depository Services (India) Limited
Central Government	Central Government of India
Client ID	The client identification number maintained with one of the Depositories in relation to the demat account
Companies Act	Companies Act, 1956 and the Companies Act, 2013, as applicable
Companies Act, 1956	The Companies Act, 1956 along with the relevant rules made thereunder
Companies Act, 2013	The Companies Act, 2013 along with the relevant rules made thereunder
CPC	Civil Procedure Code, 1908
CRAR	Capital to Risk Assets Ratio is computed by dividing our Tier I and Tier II capital by total risk weighted assets, as at the last day of relevant fiscal year / period
CSR	Corporate social responsibility
Depositories Act	Depositories Act, 1996
Depository	A depository registered with SEBI under the Securities and Exchange Board of India (Depositories and Participants) Regulations, 1996
Diluted EPS	Net Profit for the year attributable to owners of our Company/weighted average number of Equity Shares outstanding during the year as adjusted for effective of dilutive equity shares
DIN	Director identification number
DP ID	Depository participant’s identification number
“DP” or “Depository Participant”	Depository participant as defined under the Depositories Act
DPIIT	Department for Promotion of Industry and Internal Trade, Ministry of Commerce and Industry (formerly Department of Industrial Policy and Promotion)
EBITDA	EBITDA is calculated as profit before exceptional items and tax plus finance costs, depreciation and amortization expenses, excluding other income (other than other non-operating income)
EPS	Earnings per share
ESG	Environmental, social and governance
FDI	Foreign direct investment
FDI Policy	Consolidated Foreign Direct Investment Policy notified by DPIIT through notification dated October 28, 2020 issued by DPIIT, effective from October 15, 2020
FEMA	Foreign Exchange Management Act, 1999
FEMA NDI Rules	Foreign Exchange Management (Non-debt Instruments) Rules, 2019
“Financial Year” or “Fiscal Year” or “Fiscal” or “FY”	Period of 12 months ending March 31 of that particular year
FPI	Foreign portfolio investors as defined and registered under the SEBI FPI Regulations
FVCI	Foreign venture capital investors as defined and registered under the SEBI FVCI Regulations
GAAP	Generally Accepted Accounting Principles in India
GNPA	Gross Non-Performing Assets. It is calculated as the stage III principal outstanding divided by the total gross term loans as at the end of the reporting period
Government	Central Government and/ or the State Government, as applicable
GST	Goods and services tax
ICAI	Institute of Chartered Accountants of India
IFRS	International Financial Reporting Standards issued by the International Accounting Standards Board
Income-Tax Act	Income-tax Act, 1961
Ind AS	Indian Accounting Standards as specified under section 133 of the Companies Act 2013 read with Companies (Indian Accounting Standards) Rules 2015
“Ind AS” or “Accounting Standards”	Accounting standards issued by the ICAI
India	Republic of India
ISIN	International securities identification number
IST	Indian standard time
IT	Information technology

Term/Abbreviation	Description/ Full Form
MCA	Ministry of Corporate Affairs, Government of India
MCA Portal	The online portal of the Ministry of Corporate Affairs
Mutual Fund	Mutual fund registered with SEBI under the Securities and Exchange Board of India (Mutual Funds) Regulations, 1996
NACH	National Automated Clearing House
NBFC	Non-banking financial company
NBFC-MFI	Non-Banking Financial Company - Microfinance Institution
NEFT	National electronic fund transfer
Net Asset Value per Equity Share	Net Worth divided by number of Equity Shares issued, subscribed and fully paid outstanding as at the end of the year
Net Worth	Net worth as defined under Regulation 2(1)(hh) of the SEBI ICDR Regulations, i.e., the aggregate value of the paid-up share capital and all reserves created out of the profits, securities premium account and debit or credit balance of profit and loss account, after deducting the aggregate value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written off as per the audited balance sheet, but does not include reserves created out of revaluation of assets.
NNPA	Net Non-Performing Assets. It is calculated as the stage III principal outstanding, net of impairment loss allowance on such stage III loans, divided by the total gross term loans as at the reporting date
Non-GAAP Financial Measure	A financial measure not presented in accordance with generally accepted accounting principles
NRE	Non-resident external
NRE Account(s)	Non-resident external account
NRI	A person resident outside India, who is a citizen of India and shall have the same meaning as ascribed to such term in the Foreign Exchange Management (Deposit) Regulations, 2016
NRO	Non-resident ordinary
NRO Account	Non-resident ordinary account
NSDL	National Securities Depository Limited
NSE	National Stock Exchange of India Limited
“OCBs” or “Overseas Corporate Body”	A company, partnership, society or other corporate body owned directly or indirectly to the extent of at least 60% by NRIs including overseas trusts, in which not less than 60% of beneficial interest is irrevocably held by NRIs directly or indirectly and which was in existence on October 3, 2003 and immediately before such date had taken benefits under the general permission granted to OCBs under FEMA
OCI	Overseas citizen of India
PAN	Permanent account number
PAT	Profit/(loss) after tax
PAT Margin	Profit/(loss) after tax divided by revenue from operations
PFIC	Passive foreign investment company
RBI	Reserve Bank of India
Regulation S	Regulation S under the U.S. Securities Act
“Return on Net Worth” or “RoNW”	Profit/ (loss) for the relevant period/year as a percentage of average net worth for such period/year
RoC	Registrar of Companies, Andhra Pradesh and Telangana at Hyderabad
RTGS	Real time gross settlement
SCRA	Securities Contracts (Regulation) Act, 1956
SCRR	Securities Contracts (Regulation) Rules, 1957
SEBI	The Securities and Exchange Board of India
SEBI Act	The Securities and Exchange Board of India Act, 1992
SEBI AIF Regulations	The Securities and Exchange Board of India (Alternative Investment Funds) Regulations, 2012
SEBI FPI Regulations	The Securities and Exchange Board of India (Foreign Portfolio Investors) Regulations, 2019
SEBI FVCI Regulations	The Securities and Exchange Board of India (Foreign Venture Capital Investors) Regulations, 2000
SEBI ICDR Master Circular	SEBI master circular (SEBI/HO/CFD/PoD-1/P/CIR/2024/0154) dated November 11, 2024
SEBI ICDR Regulations	The Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018.

Term/Abbreviation	Description/ Full Form
SEBI Listing Regulations	The Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015
SEBI SBEB-SE Regulations	The Securities and Exchange Board of India (Share Based Employee Benefits and Sweat Equity) Regulations, 2021
SEBI Takeover Regulations	The Securities and Exchange Board of India (Substantial Acquisition of Shares and Takeovers) Regulations, 2011
SEBI VCF Regulations	The Securities and Exchange Board of India (Venture Capital Funds) Regulations, 1996, as repealed and replaced by the SEBI AIF Regulations
State Government	Government of a state of India
STT	Securities transaction tax
“U.S.” or “USA” or “United States”	United States of America, its territories or possessions, any state of the United States, and the District of Columbia
U.S. Securities Act	U.S. Securities Act of 1933
US GAAP	Generally accepted accounting principles in the U.S.
U.S. QIB	A “qualified institutional buyer” (as defined in Rule 144A under the U.S. Securities Act)
USD	United States Dollar
VCFs	Venture Capital Funds as defined in and registered with SEBI under the SEBI VCF Regulations or the SEBI AIF Regulations, as the case may be

NOTICE TO INVESTORS

The distribution of this Draft Letter of Offer, the Letter of Offer, Application Form and Rights Entitlement Letter and any other offering material (collectively, the “**Issue Materials**”) and issue of Rights Entitlement as well as Rights Equity Shares to persons in certain jurisdictions outside India may be restricted by legal requirements prevailing in those jurisdictions. Persons into whose possession this Draft Letter of Offer, or any other Issue Materials may come or who receive Rights Entitlement and propose to renounce or apply for Rights Equity Shares in the Issue are required to inform themselves about and observe such restrictions. For more details, see “*Restrictions on Purchases and Resales*” beginning on page 100.

Pursuant to the requirements of the SEBI ICDR Regulations and other applicable laws, the Rights Entitlements will be credited to the demat account of the Eligible Equity Shareholders who are Equity Shareholders as on the Record Date. In case such Eligible Equity Shareholders have provided their valid e-mail address to our Company, the Issue Materials will be sent only to their valid e-mail address and in case such Eligible Equity Shareholders have not provided their valid e-mail address, then the Issue Materials will be physically dispatched, on a reasonable effort basis, to the Indian addresses provided by them. Those overseas Eligible Equity Shareholders who do not update our records with their Indian address or the address of their duly authorised representative in India, prior to the date on which we propose to dispatch the Issue Materials, shall not be physically sent any of the Issue Materials.

The credit of Rights Entitlement does not constitute an offer, invitation to offer or solicitation for participation in the Issue, whether directly or indirectly, and only dispatch of the Issue Materials shall constitute an offer, invitation or solicitation for participation in the Issue in accordance with the terms of the Issue Materials. Further, receipt of the Issue Materials (including by way of electronic means) will not constitute an offer, invitation to or solicitation by anyone in (i) the United States, except to U.S. QIBs (as defined below), or (ii) any jurisdiction or in any circumstances in which such an offer, invitation or solicitation is unlawful or not authorized or to any person to whom it is unlawful to make such an offer, invitation or solicitation. In those circumstances, this Draft Letter of Offer and any other Issue Materials must be treated as sent for information only and should not be acted upon for subscription to the Rights Equity Shares and should not be copied or re-distributed, in part or full. Accordingly, persons receiving a copy of the Issue Materials should not distribute or send the Issue Materials in or into any jurisdiction where to do so, would or might contravene local securities laws or regulations, or would subject our Company to any filing or registration requirement (other than in India). If the Issue Materials are received by any person in any such jurisdiction, they must not seek to subscribe to the Rights Equity Shares. For more details, see “*Restrictions on Purchases and Resales*” beginning on page 100.

Investors can also access this Draft Letter of Offer, the Letter of Offer, and the Application Form from the websites of our Company, the Registrar and the Stock Exchanges.

Our Company, and the Registrar will not be liable for non-dispatch of physical copies of the Issue Materials, including this Draft Letter of Offer, in the event the Issue Materials have been sent on the registered email addresses of such Eligible Equity Shareholders available with the Registrar in their records.

No action has been or will be taken to permit the Issue in any jurisdiction where action would be required for that purpose, except that this Draft Letter of Offer is being filed with the Stock Exchanges. In particular, the Rights Entitlements and the Rights Equity Shares have not been and will not be registered under the U.S. Securities Act of 1933, as amended (the “**U.S. Securities Act**”), or the securities laws of any state of the United States and may not be offered or sold in the United States, except in a transaction not subject to, or exempt from, the registration requirements of the U.S. Securities Act and applicable state securities laws. The Rights Entitlements and Rights Equity Shares are being offered and sold only (a) to persons in the United States who are reasonably believed to be “qualified institutional buyers” as defined in Rule 144A under the U.S. Securities Act (“**U.S. QIBs**”) pursuant to Section 4(a)(2) of the U.S. Securities Act and (b) to persons outside the United States in reliance on Regulation S under the U.S. Securities Act (“**Regulation S**”). In addition, until the expiry of 40 days after the commencement of the Issue, an offer or sale of Rights Entitlements or Rights Equity Shares in the United States by a dealer may violate the registration requirements of the U.S. Securities Act if such offer or sale is made otherwise than in accordance with an exemption from registration under the U.S. Securities Act. For the selling restrictions in certain other jurisdictions, see “*Restrictions on Purchases and Resales*” beginning on page 100.

The Rights Equity Shares are transferable only in accordance with the restrictions described in “*Restrictions on Purchases and Resales*” on page 100.

Any person who purchases or renounces the Rights Entitlements or makes an application to acquire the Rights Equity Shares will be deemed to have declared, represented, warranted and agreed that such person is eligible to subscribe and authorized to purchase or sell the Rights Entitlements or acquire Rights Equity Shares in compliance with all applicable laws and regulations prevailing in such person’s jurisdiction and in India, without the requirement for our Company to make any filing or registration in any jurisdiction (other than in India). In addition, each purchaser or seller of Rights Entitlements and the Rights Equity Shares will be deemed to make the representations, warranties, acknowledgments and agreements set forth in the “*Restrictions on Purchases and Resales*” beginning on page 100.

Our Company, in consultation with the Registrar, reserves the right to treat as invalid any Application Form which: (i) appears to our Company or its agents to have been executed in, electronically transmitted form or dispatched from the United States, except if the applicant is a U.S. QIB, or any jurisdiction where the offer and sale of the Rights Equity Shares is not permitted under laws of such jurisdiction; (ii) does not include the relevant certifications set out in the Application Form, including to the

effect that the person submitting the Application Form is outside the United States, except if the applicant is a U.S. QIB, and such person is eligible to subscribe for the Rights Equity Shares under applicable securities laws and is complying with laws of jurisdictions applicable to such person in connection with the Issue; (iii) where our Company believes acceptance of such Application Form may infringe applicable legal or regulatory requirements; and our Company shall not be bound to issue or allot any Rights Equity Shares in respect of any such Application Form.

Neither the receipt of this Draft Letter of Offer nor any sale of Rights Equity Shares hereunder, shall, under any circumstances, create any implication that there has been no change in our Company's affairs from the date hereof or the date of such information or that the information contained herein is correct as at any time subsequent to the date of this Draft Letter of Offer or the date of such information. The contents of this Draft Letter of Offer should not be construed as legal, tax, business, financial or investment advice. Prospective investors may be subject to adverse foreign, state or local tax or legal consequences as a result of the offer of Rights Equity Shares or Rights Entitlements. As a result, each investor should consult its own counsel, business advisor and tax advisor as to the legal, business, tax and related matters concerning the offer of the Rights Equity Shares or Rights Entitlements. In addition, our Company is not making any representation to any offeree or purchaser of the Rights Equity Shares regarding the legality of an investment in the Rights Entitlements or the Rights Equity Shares by such offeree or purchaser under any applicable laws or regulations.

Investors are advised to make their independent investigations and ensure that the number of Rights Equity Shares applied for do not exceed the applicable limits under laws or regulations.

The Rights Entitlements and the Rights Equity Shares have not been approved, disapproved or recommended by the United States Securities and Exchange Commission, any other federal or state authorities in the United States or the securities authority of any other jurisdiction or any other regulatory authority in any jurisdiction. No authority has passed on or endorsed the merits of the Issue or the accuracy or adequacy of This Draft Letter of Offer. Any representation to the contrary is a criminal offence in the United States and may be a criminal offence in other jurisdictions.

The Issue Materials are supplied to you solely for your information and may not be reproduced, redistributed or passed on, directly or indirectly, to any other person or published, in whole or in part, for any purpose, except as set forth in the Issue Materials.

PRESENTATION OF FINANCIAL INFORMATION AND OTHER INFORMATION

Certain Conventions

Unless otherwise specified or the context otherwise requires, all references in this Draft Letter of Offer to (i) the 'US' or 'U.S.' or the 'United States' are to the United States of America, its territories and possessions, any state of the United States, and the District of Columbia; (ii) 'India' are to the Republic of India and its territories and possessions; and (iii) the 'Government' or 'GoI' or the 'Central Government' or the 'State Government' are to the Government of India, Central or State, as applicable.

Unless otherwise specified, any time mentioned in this Draft Letter of Offer is in IST. Unless indicated otherwise, all references to a year in this Draft Letter of Offer are to a Calendar Year. Unless stated otherwise, all references to page numbers in this Draft Letter of Offer are to the page numbers of this Draft Letter of Offer. In this Draft Letter of Offer, unless otherwise specified or if the context requires otherwise, references to the singular also refer to the plural and one gender also refers to any other gender, where applicable.

Financial Data

Unless stated otherwise, or unless the context requires otherwise, the financial data in this Draft Letter of Offer is derived from the Financial Statements. Our Company prepares its Financial Statements in accordance with Ind AS, Companies Act and other applicable statutory and/or regulatory requirements. Our Company publishes its Financial Statements in Indian Rupees. Any reliance by persons not familiar with Indian accounting practices on the financial disclosures presented in this Draft Letter of Offer should accordingly be limited.

Our Company's Financial Year commences on April 1 of each Calendar Year and ends on March 31 of the following Calendar Year. Unless otherwise stated, references in this Draft Letter of Offer to a particular 'Financial Year' or 'Fiscal Year' or 'Fiscal' are to the financial year ended March 31 of that year. For details of the Financial Statements, see "*Financial Information of the Issuer*" beginning on page 69.

In this Draft Letter of Offer, any discrepancies in any table between the total and the sums of the amounts listed are due to rounding off, and unless otherwise specified, all financial numbers in parenthesis represent negative figures. All figures in decimals have been rounded off to the second decimal and all the percentage figures have been rounded off to two decimal places. Further, any figures sourced from third-party industry sources may be rounded off to other than two decimal points to conform to their respective sources.

Unless stated otherwise, throughout this Draft Letter of Offer, all figures have been expressed in Rupees, in crores.

Non-GAAP Measures

We have included certain non-GAAP financial measures and certain other statistical information relating to our operations and financial performance (collectively, "**Non-GAAP Financial Measures**" and each, a "**Non-GAAP Financial Measure**") in this Draft Letter of Offer, such as EBITDA. These Non-GAAP Financial Measures are not required by or presented in accordance with Ind AS. We compute and disclose such Non-GAAP Financial Measures relating to our operations and financial performance as we consider such information to be useful measures of our business and financial performance, and because such measures are frequently used by securities analysts, investors and others to evaluate the operational performance of other companies in our industry. However, these Non-GAAP Financial Measures may not be computed on the basis of any standard methodology that is applicable across the industry and therefore may not be comparable to financial measures and statistical information of similar nomenclature that may be computed and presented by other companies.

Currency of Presentation

All references to

- 'INR', '₹', 'Indian Rupees' and 'Rupees' are to the legal currency of the Republic of India

Please note:

- One crore is equal to 100 lakhs or 10 million; and
- One lakh is equal to 1,00,000.

Conversion Rates for Foreign Currency

This Draft Letter of Offer contains conversion of certain other currency amounts into Indian Rupees that have been presented solely to comply with the SEBI ICDR Regulations. These conversions should not be construed as a representation that these currency amounts could have been, or can be converted into Indian Rupees, at any particular rate or at all.

The conversion rate for the following foreign currencies are as follows:

Sr. No.	Currency	As of September 30, 2025 (in ₹)	As of March 31, 2025 (in ₹)	As of March 31, 2024** (in ₹)
1.	1 USD	88.79	85.58	83.37
2.	1 EUR	104.22	92.42	89.94
3.	1 CHF	111.57	96.90	92.42

Source: www.fbi.org.in

* Since March 31, 2025 was a public holiday, the exchange rate was considered as on March 28, 2025, being the last working day prior to March 31, 2025.

** Since March 31, 2024, was a Sunday, the exchange rate was considered as on March 28, 2024, being the last working day prior to March 31, 2024.

FORWARD LOOKING STATEMENTS

Certain statements contained in this Draft Letter of Offer that are not statements of historical fact constitute ‘forward-looking statements’. Investors can generally identify forward-looking statements by terminology such as ‘aim’, ‘anticipate’, ‘believe’, ‘continue’, ‘can’, ‘could’, ‘estimate’, ‘expect’, ‘expected to’, ‘intend’, ‘is likely’, ‘may’, ‘objective’, ‘plan’, ‘potential’, ‘project’, ‘pursue’, ‘shall’, ‘should’, ‘will’, ‘would’, or other words or phrases of similar import. Similarly, statements that describe the strategies, objectives, plans or goals of our Company are also forward-looking statements. However, these are not the exclusive means of identifying forward-looking statements.

All statements regarding our Company’s expected financial conditions, result of operations, business plans and prospects are forward-looking statements. These forward-looking statements include statements as to our Company’s business strategy, planned projects, revenue and profitability (including, without limitation, any financial or operating projections or forecasts), new business and other matters discussed in this Draft Letter of Offer that are not historical facts. These forward-looking statements contained in this Draft Letter of Offer (whether made by our Company or any third party), are predictions and involve known and unknown risks, uncertainties, assumptions and other factors that may cause the actual results, performance or achievements of our Company to be materially different from any future results, performance or achievements expressed or implied by such forward-looking statements or other projections. All forward-looking statements are subject to risks, uncertainties and assumptions about our Company that could cause actual results to differ materially from those contemplated by the relevant forward-looking statement. Important factors that could cause actual results to differ materially from our Company’s expectations include, among others:

- Our business is significantly dependent on projects in India undertaken or awarded by government authorities or other entities funded by the Government of India or State Governments and we derive significant revenues from contracts with a limited number of Government entities;
- Our business is substantially dependent on our ability to accurately carry out the pre-bidding engineering studies for bidding in such projects;
- Projects included in our Order Book and our future projects may be delayed, modified or cancelled for reasons beyond our control;
- Our Company and our Subsidiaries are involved in certain material legal proceedings;
- Our financing agreements contain certain restrictive covenants, including requiring prior consent of our lenders for undertaking a number of corporate actions;
- Our new projects require a long gestation period and substantial capital outlay before any benefits or returns on investments are realized;
- Geographic concentration in certain states including Maharashtra, Karnataka, Himachal Pradesh, Jammu & Kashmir, and other states;
- Interest rate risk and financing arrangement restrictions;
- State regulation impacts and compliance requirements;
- Material foreseeable losses on long-term contracts including derivative contracts.

Additional factors that could cause actual results, performance or achievements to differ materially include, but are not limited to, those discussed in the section titled “*Risk Factors*” beginning on page 16.

The forward-looking statements contained in this Draft Letter of Offer are based on the beliefs of our Company’s management, as well as the assumptions made by, and information currently available to, the management of our Company. Whilst our Company believes that the expectations reflected in such forward-looking statements are reasonable at this time, it cannot assure investors that such expectations will prove to be correct. Given these uncertainties, Investors are cautioned not to place undue reliance on such forward-looking statements. In any event, these statements speak only as of the date of this Draft Letter of Offer or the respective dates indicated in this Draft Letter of Offer, and our Company undertakes no obligation to update or revise any of them, whether as a result of new information, future events or otherwise. If any of these risks and uncertainties materialise, or if any of our Company’s underlying assumptions prove to be incorrect, the actual results of operations or financial condition of our Company could differ materially from that described herein as anticipated, believed, estimated or expected. All subsequent forward-looking statements attributable to our Company are expressly qualified in their entirety by reference to these cautionary statements.

In accordance with SEBI and Stock Exchange requirements, our Company will ensure that the Eligible Equity Shareholders are informed of material developments until the time of the grant of listing and trading permissions for the Rights Equity Shares by the Stock Exchanges.

SUMMARY OF THIS DRAFT LETTER OF OFFER

The following is a general summary of certain disclosures included in this Draft Letter of Offer and is neither exhaustive, nor does it purport to contain a summary of all the disclosures in this Draft Letter of Offer or all details relevant to the prospective investors. This summary should be read in conjunction with, and is qualified in its entirety by, the more detailed information appearing elsewhere in this Draft Letter of Offer, including, the sections entitled “Risk Factors”, “Capital Structure”, “Objects of the Issue” and “Financial Information of the Issuer” beginning on pages 16, 47, 50 and 69, respectively.

Primary Business of the Issuer

Our Company is one of the oldest engineering and construction companies in India, engaged in construction activities which include roads, bridges, ports, railway tunnels, metro projects, power stations, water supply and irrigation projects. HCC was incorporated as ‘The Hindustan Construction Company Limited’ on January 27, 1926 under the Indian Companies Act, 1913, in Mumbai, Maharashtra, and the name was subsequently changed to ‘Hindustan Construction Company Limited’ with effect from October 11, 1991. Over the last nine decades, HCC has transformed from a construction company into a global and diversified infrastructure group. In addition, our Material Subsidiaries, HCC Infrastructure Company Limited and H56 Immo AG are engaged in the infrastructure and claims realization business respectively.

As of March 31, 2025, HCC has 910 permanent employees on its payroll and deploys 6,864 workers.

We conduct our business operations primarily through three verticals, namely, (i) engineering and construction; (ii) infrastructure development; and (iii) real estate construction, as a single operating segment of engineering and construction. While the engineering and construction business is undertaken directly by our Company, the remaining business verticals are undertaken by our Subsidiaries. HCC has a robust clientele comprising various Central Government and State Government agencies such as the National Highway Authority of India (“NHAI”), National Hydroelectric Project Corporation (“NHPC”), IRCON International Limited (“IRCON”), Ministry of Road Transport and Highways (“MoRTH”), Tehri Hydro Development Corporation India Limited (“THDCIL”), Nuclear Power Corporation of India Limited (“NPCIL”), Government of Andhra Pradesh (Public Works Department) (“GoAP-PWD”) and Delhi Metro Rail Corporation Limited (“DMRC”). Through its engineering and construction services along with its client-centric approach, HCC endeavors to strengthen India’s infrastructure development by providing quality construction services on a sustainable basis in order to improve connectivity, establish infrastructure and enhance economic development.

As of September 30, 2025, we have a total order book of ₹13,152 crore.

As of September 30, 2025, the breakdown of our Order Book for engineering and construction vertical and the real estate construction vertical, is provided below:

Vertical	Amount of Order Book (in ₹ crore)	Percentage of Order Book
Transportation	8,299	63%
Water supply and irrigation	1,640	13%
Nuclear power and special projects	3,214	24%

In the last three financial years and till the six months ended September 30, 2025, we have completed 23 projects across the engineering and construction and infrastructure development verticals with a cumulative executed value of ₹14,210.95 crore.

Objects of the Issue

Our Company intends to utilize the Net Proceeds from the Issue towards funding of the following objects:

Particulars	Amount (In ₹ crore)
Repayment and/ or pre-payment, in full or in part, of certain outstanding borrowings availed by our Company	625.00
Investment in our Joint Venture, Prolific Resolution Private Limited, for repayment/prepayment, in full or in part, of certain outstanding borrowings availed by Prolific Resolution Private Limited**	200.00
Augmenting the working capital requirements of our Company	100.00
General corporate purposes*#	●
Net Proceeds#	●

* The amount utilised for general corporate purposes alone shall not exceed 25% of the Gross Proceeds.

Assuming full subscription in the Issue. Subject to finalisation of Basis of Allotment.

** Our Company had provided corporate guarantee to the lenders of Prolific Resolution Private Limited for 100% of the principal debt of ₹2,854.40 crore, which has now reduced to 20% of the principal debt amounting to ₹570.88 crore. The above utilization is a condition subsequent as per the lenders approval.

For further details, please see “Objects of the Issue” beginning on page 50.

Intention and extent of participation by our Promoters and Promoter Group with respect to (i) their rights entitlement; (ii) their intention to subscribe over and above their rights entitlement; and (iii) their intention to renounce their rights entitlement to specific investors

Our Promoters have confirmed that they intend to and reserve the right to either: (i) subscribe to the full extent of their Rights Entitlements in the Issue, not renounce their Rights Entitlements, and subscribe to the full extent of the Rights Entitlement, if any, renounced in their favour by members of the Promoter Group; or (ii) renounce any or all of their Rights Entitlement to the members of the Promoter Group or any 'specific investor(s)' which shall be intimated to the Company in due course and within such timelines that the Company is able to disclose the name(s) of the specific investor(s), if any, in a public advertisement at least two days prior to the Issue Opening Date, in each case to the extent that the aggregate shareholding of the Promoters and Promoter Group is compliant with the minimum public shareholding requirements under the Securities Contracts (Regulation) Rules, 1957 and the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015.

The Promoters have further confirmed that, subject to them subscribing to the full extent of its Rights Entitlement and any Rights Entitlement renounced in its favour by the other members of Promoter Group, it may, at its option, apply for and subscribe to additional Equity Shares in the Issue (including pursuant to Rights Entitlements acquired through renunciation in its favour), to the extent that the aggregate shareholding of the Promoters and Promoter Group is compliant with the minimum public shareholding requirements under the Securities Contracts (Regulation) Rules, 1957 and the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015.

The Promoter Group, to the extent that they hold Equity Shares in our Company, have confirmed to either (i) subscribe to the full extent of their respective Rights Entitlements in the Issue, or (ii) renounce, any or all, of their Rights Entitlements in the Issue in favour of our Promoters or any other member of the Promoter Group, or (iii) renounce, any or all, of their Rights Entitlement in the Issue in favour of the 'specific investor(s)', if any, which shall be intimated to our Company in due course and within such timelines that our Company is able to disclose the names of the specific investors, if any, in public advertisement at least two (2) days prior to the Issue Opening Date in each case to the extent that the aggregate shareholding of our Promoters and Promoter Group is compliant with the minimum public shareholding requirements under the SCRR and the SEBI Listing Regulations.

Further, the under-subscribed portion of the issue may also be allotted to any specific investor(s) recognised by the Company. Name(s) of the specific investor(s), if any, shall be disclosed in a public advertisement two days prior to the issue opening date.

The acquisition of Rights Equity Shares by our Promoters and other members of our Promoter Group in this Issue shall be eligible for exemption from open offer requirements in terms of Regulation 10(4)(a) and 10(4)(b) of the SEBI Takeover Regulations, and the Issue shall not result in a change of control of the management of our Company in accordance with provisions of the SEBI Takeover Regulations. Our Company is in compliance with Regulation 38 of the SEBI Listing Regulations and will continue to comply with the minimum public shareholding requirements under applicable law, pursuant to this Issue.

Summary of outstanding litigation and defaults

As on the date of this Draft Letter of Offer, neither our Company nor our Promoters or our Directors have been issued any show cause notices(s) by SEBI or the Adjudicating Officer in a proceeding for imposition of penalty, nor have any prosecution proceedings been initiated against them by SEBI, which are currently pending.

A summary of outstanding legal proceedings involving our Company and our Subsidiaries as on the date of this Draft Letter of Offer is set forth in the table below:

Name of entity	Civil proceedings where the amount involved is equivalent to or in excess of the Materiality Threshold	Proceedings involving issues of moral turpitude or criminal liability	Proceedings before regulatory authorities involving material violations of statutory regulations	Tax proceedings where the amount involved is equivalent to or in excess of the Materiality Threshold	Matters involving economic offences	Other pending matters, which if they result in an adverse outcome, would adversely affect the operations or financial position of our Company	Amount Involved (₹ in crore unless otherwise stated)
Company							
1) Arbitration awards challenged in courts*	54	Nil	Nil	Nil	Nil	Nil	5,509.55**
2) By the Company	3	3	Nil	Nil	Nil	1	120.52^
3) Against the Company	6	10	Nil	3	Nil	1	1,604.86
Subsidiaries							
4) By the Subsidiaries	3	Nil	Nil	Nil	Nil	Nil	367.81***
5) Against the Subsidiaries	0	3	Nil	Nil	Nil	Nil	0.00^

* Arbitration awards have been declared in full or partly in favour of our Company; however, the same have either been challenged by the other side or by the Company primarily for setting aside the awarded amount.

** Amounts withdrawn by our Company against certain arbitration matters by furnishing bank guarantees have not been netted off. Further, 4 cases aggregating to Rs 513.14 crore pertain to projects in joint operations/joint ventures, wherein HCC's share in the JVs ranges from 40 % to 50%. The aforesaid amounts do not include post-award interest.

[^] To the extent ascertainable.

*** 2 cases pertaining to step down Swiss subsidiary of the Company total amounting CHF 44 million not included.

SECTION II: RISK FACTORS

An investment in equity shares involves a high degree of risk. You should carefully consider each of the following risk factors and all other information set forth in this Draft Letter of Offer and the Letter of Offer, when available, including the uncertainties described below, before making an investment in the Equity Shares. Prospective investors should read this section together with “Summary of this Draft Letter of Offer- Primary Business of the Issuer” and “Financial Information of the Issuer” on pages 14 and 69, respectively as well as the notes to financial statements thereto, and other financial information included in this Draft Letter of Offer.

The risks and uncertainties described below are not the only risks that we currently face. Additional risks and uncertainties not presently known to us or that we currently believe to be immaterial may also materially affect our business, prospects, results of operations, financial condition and cash flows. If any or some combination of the following risks, or other risks that we do not currently know about or believe to be material, actually occur, our business, results of operations, financial condition and cash flows could suffer, the trading price of, and the value of your investment in our equity shares could decline, and you may lose all or part of your investment. In making an investment decision, investors must rely on your own examination of our Company and the terms of the Issue, including the merits and risks involved. You should consult your tax, financial and legal advisors about the particular consequences to you of an investment in our Rights Equity Shares.

Unless otherwise stated, references in this section to the “Company” or “our Company” means “Hindustan Construction Company Limited”, and “we”, “our” or “us” (including in the context of any financial and operational information) is a reference to our Company (including joint operations) together with its Subsidiaries, its Joint Venture and its Associate, as applicable.

Our financial year ends on March 31 of each year, so all reference to a particular Fiscal are to the 12 months ended March 31 of that year. Unless stated otherwise, or unless the context requires otherwise, the financial information for Fiscal 2025 and six months ended September 30, 2025 used in this section is derived from our Fiscal 2025 Audited Consolidated Financial Statements and the Limited Reviewed Financial Information which are included in “Financial Information of the Issuer” on page 69.

This Draft Letter of Offer also contains forward-looking statements that involve risks and uncertainties. Our results could differ materially from such forward-looking statements as a result of certain factors, including the considerations described below and elsewhere in this Draft Letter of Offer. For details, see “Forward-Looking Statements” on page 13.

Risks Relating to Our Business

- Our business is significantly dependent on projects in India undertaken or awarded by government authorities or other entities funded by the Government of India or State Governments and we derive significant revenues from contracts with a limited number of Government entities. Any adverse changes in the Central or State Government policies may lead to our contracts being foreclosed, terminated, restructured or renegotiated, which may have a material effect on our business, revenue and results of operations.***

A significant number of our contacts and agreements are entered into with various Central/State Governments and public sector undertakings (“PSUs”) wherein Central and/or State Governments hold a majority stake. Public sector undertakings are controlled by the Government and there may be other criteria while awarding projects such as allocated budget for the sector, planning and oversight, policy and regulatory framework, which may be beyond our control. The details of revenue from operations for the six months ended September 30, 2025 and September 30, 2024 and Fiscals 2025 and 2024 are as follows:

Particulars	For the six months ended September 30, 2025	For the six months ended September 30, 2024	Fiscal 2025	Fiscal 2024
Revenue from operations generated from projects awarded by central/state governments/ public sector undertakings (in ₹ crore)	1,888.27	2,365.95	4,609.25	4,942.11
Contribution to total revenue from operations (%)	92%	73%	82%	71%

A bulk of our business is procured from projects undertaken by us in the infrastructure sector including hydro power, irrigation and water supply, development of roads, tunnels and urban infrastructure and are subject to unforeseeable delays and risks. The delays may arise on account of a change in the Central and/or State Governments, changes in policies impacting the public at large, scaling back of Government policies or initiatives, changes in governmental or external budgetary allocation, or insufficiency of funds, any of which can materially and adversely affect our business, financial condition and results of operations. Some of the key risks are as follows:

Exposure to governmental clients and PSUs: As on September 30, 2025, contracts and/or orders awarded by the Central and State Governments and PSUs in India constituted 91% of our Order Book in India. In the past, Central

and State Government policies on environment-related issues have resulted in foreclosure of contracts. For instance, in one of our hydroelectric power projects, while mobilisation of the project was underway, the client informed us that the empowered committee, constituted by the Central Government, had decided to discontinue the project due to environmental concerns after environmental activists and local residents protested the construction of the hydroelectric power project on the Ganga river. While this was a loss of an earning opportunity for the Company, the loss was later recovered through an arbitration award.

Risks related to early termination of the contracts: The infrastructure contracts awarded by the Central and/or State Governments may provide the client with the right to terminate the contract for convenience, without any reason, at any time after providing us with notice, as per the time prescribed in the contract. For instance, one of the projects undertaken by our Company was terminated by the concerned authority without attributing any reason to our Company. We cannot assure you that we will be able to recover the remaining amount or any amount for any project in the future.

Performance guarantee risk: Further, performance guarantees and guarantees for advances are also common and are typically unconditional and payable on demand and may be invoked by the client without reason unless injunctions are obtained by the company. Since the majority of our projects are contracts with the Central and State Governments or public sector undertakings, we are susceptible to such termination or invocation. In the event that a contract is so terminated or invoked without cause, our financial condition and operations will be adversely affected.

Delay in payments: Further, payments from the Central, State and Local Governmental authorities or the PSUs in India may be subject to several delays due to regulatory scrutiny and long procedural formalities, including any audit by the Comptroller and Auditor General of India. If payments under our contracts with the Central, State and Local Governmental authorities in India are delayed, our working capital requirements would be adversely affected, resulting in additional finance costs and increase in our realization cycle. For instance, in one of our projects for the Indian Railways, there were significant delays in payment of monthly bills. Any delay in payments from the central, state and local governmental authorities in India may adversely affect our financial condition and results of operations.

Given that we derive a significant portion of our revenue from Central and State Governments as well as government-controlled entities, we are exposed to additional risks including:

- stricter regulatory requirements which may increase our compliance costs;
- delays in project implementation and key initiatives where we have invested significant costs;
- delays in payment due to the time taken to complete internal processes of such entities and agencies;
- the tender process may be cumbersome and subject to multiple levels of scrutiny resulting into significant delays and/or renegotiation of the terms of the bid or lowering the price for services included in the tender;
- political and economic factors such as pending elections, changes in leadership among key governmental decision makers, changes or delays in the implementation of government policies, changes in law, revisions in tax policies and reduced tax revenues can affect the number and terms of new government contracts signed;
- any disinvestment by the governmental entities of its shareholding in such entities could result in a change in business operations of such entities, which may impact existing or future business arrangements between our Company and such entities;
- terms and conditions of contracts, including requests for proposals and tenders tend to be more onerous and are often more difficult to negotiate than those for other commercial contracts; and
- in the event of any non-payment or delay in payment by customers, we may be unable to make payments to our third-party contractors who may initiate proceedings against our Company, which may result in an adverse impact on our business, results of operation and financial conditions.

2. *Our business is substantially dependent on our ability to accurately carry out the pre-bidding engineering studies for bidding in such projects. Any deviation during the implementation and operation of the project as compared to our pre-bid engineering studies could have a material adverse effect on our cash flows, results of operations and financial condition.*

In addition to our in-house experience in engineering survey, we also appoint technical consultants to carry out detailed inspection of the relevant project area and to record and highlight important features and identify any issue that may be of importance in terms of implementation and operation of such project. We have incurred ₹0.58 crore, ₹4.92 crore and ₹1.53 crore for the six months ended September 30, 2025 and Fiscals 2025 and 2024 respectively, on pre-bidding engineering studies.

While we hire technical consultants for the purpose of carrying our pre-bidding engineering studies, we may not be able to assure the accuracy of such studies. The accuracy of the pre-bidding studies is dependent on the following key elements:

- preparing a project road map based on investigations of the project site which include amongst other, pavement conditions, major water bodies, indication of any notified forest, right of way details, sensitive receptors on the project site, local conditions;
- undertaking engineering surveys and preliminary designs which broadly include carrying out inventory and detailed condition surveys, carrying out preliminary pavement investigations, availability of construction materials and resources, identification of geometrically deficient stretches, investigating intersections and stretches and implementing design in accordance with environmental and social concern;
- preparation of operations and maintenance estimates for the entire contract period of the project; and
- preparation of bills of quantities, in consultation with our Company covering all the items required in the work.

Any deterrence or deviation in the estimation and calculation of the aforementioned key elements, may hamper the quality of the pre-bid engineering study, on which we rely before submitting any tenders for the relevant project which may eventually also result in increase in the total project costs and consequently impact our margin from these projects. Accordingly, any deviation during the implementation and operation of the project as compared to our pre-bid engineering studies could have a material adverse effect on our cash flows, results of operations and financial condition.

Further, we may be unable to accurately estimates operational costs under the contracts for our projects. Any inaccuracies in estimating costs could lead to our actual costs exceeding estimated ones, increasing construction expenses and working capital requirements. Additionally, if price negotiations with clients fail, we are unable to exit the contract except under force majeure conditions, and attempting to do so could result in significant penalties. However, we cannot assure that such incidents may not occur in the future and not have an adverse effect on our business, results of operations, and financial condition. If we cannot accurately estimate costs or manage our supplier relationships, we may incur substantial losses, which could have a material adverse effect on our financial condition, cash flow, and results of operations.

3. *Projects included in our Order Book and our future projects may be delayed, modified or cancelled for reasons beyond our control which may materially and adversely affect our business, prospects, reputation, profitability, financial condition and results of operation.*

Our consolidated Order Book as of September 30, 2025 was 13,152, which comprises the balance value of work to be executed in respect of our existing contracts. Our Order Book sets forth our expected revenues from unexecuted portion of the projects awarded. However, project delays, modifications in the scope or cancellation of awards may occur from time to time due to either the client's or our default, incidents of force majeure or legal impediments which could eventually impact the revenue to be recognized by us from the projects. For example, in some of the projects which are usually awarded to us, we or our clients are obliged to take certain actions, such as acquiring land, securing right of way, clearing forests, securing required licenses, authorizations or permits, making advance payments or opening of letters of credit or moving existing utilities, which may be delayed due to our client's non- performance, our own breaches or any force majeure events. In an EPC project, we may be required to incur significant additional costs due to project delays and our counterparties may seek liquidated damages due to our failure to complete the required milestones or even terminate the construction contract totally or refuse to grant us any extension. Set out below are examples of a few projects which were originally to be completed in Fiscal 2025 and 2024 or the six months ended September 30, 2025, but were not completed by the original date of completion of the project prescribed in the agreement with the client. While the client has extended the date of completion of the project, we cannot assure that such projects will be completed within such extended timelines:

Name of the Project	Original date of completion of contract	Extension of time approved by client	Expected date of completion of contract/ Actual date of completion of contract
Vishnugad Pipalkoti HEP*	July 20, 2018	December 31, 2025	December 30, 2027
Fast Reactor Fuel Cycle Facility*	September 20, 2021	October 4, 2025	March 31, 2027
Parwan Dam*	May 28, 2021	February 22, 2025	March 31, 2026
Anupuram Residential Buildings	April 17, 2019	December 30, 2022	April 30, 2023

* Further Extension of Time (EoT) approval is under process with our clients. The expected date of completion of contract is our Company's estimate based on the current progress on the

Further, the schedule of completion of a project may be reset due to the aforementioned factors and we may not be able to recognize revenue if the required percentage of completion is not achieved in the specified timeframe. Accordingly, our Order Book may vary materially if the time taken or amount payable for completion of ongoing

projects of our Company changes. For instance, in one of our hydroelectric power projects, the governmental authority had decided to discontinue the project due to environmental concerns.

During the Fiscals 2025 and 2024 and the six months ended September 30, 2025, the Company has completed 16 projects in India and 2 projects outside India, on a standalone basis. The details regarding the cumulative value of work at the tender stage and the revenue recognised from these completed projects are as follows:

Particulars	Fiscals 2025, 2024 and the six months ended September 30, 2025	
	Cumulative Value of Work at Tender Stage (₹ in crore)*	Cumulative Revenue Recognized (₹ in crore)
Contracts closed (Projects in India)	8,974.36	13,996.44
Contracts closed (Projects outside India)	1,145.62	2017.95

* The value of work at tender stage is subject to change on account of various reasons such as price escalations, additional works undertaken by the Company and compensation due to variations and delays.

In addition, there may be a risk that the actual revenue from operations may vary substantially from the projected value of our Order Book due to cancellation of the projects which have been awarded to us, in terms of the contractual arrangement with our clients. Furthermore, in the event we are not awarded any project for which we have emerged as the lowest bidder due to any reason whatsoever, our actual revenue for a particular period may not meet our forecast for the said period. Our contracts may be amended, delayed or cancelled before work commences or during the course of construction. Due to unexpected changes in a project's scope and schedule, we cannot predict with certainty when or if expected revenues as reflected in the Order Book will be achieved. For instance, one of our projects is on hold at the instructions of the district administration following land subsidence, which has resulted in unforeseeable delay. In addition, even where a project proceeds as scheduled, it is possible that contracting parties may default and fail to pay amounts owed or receivables due to us. If any or all of these risks materialize, our business, prospects, reputation, profitability, financial condition and results of operation may be materially and adversely affected.

4. Our Company and Subsidiaries are involved in certain material legal proceedings and we cannot assure you that our Company or our Subsidiaries, will be successful in any of these legal actions. Any adverse outcome in such proceedings could affect our business, results of operations and financial condition.

Our Company and our Subsidiaries are impleaded in a number of legal proceedings that, if determined against our Company or our Subsidiaries, could have an adverse effect on our business, results of operations, cash flows and financial condition. A summary of material outstanding legal proceedings involving our Company and our Subsidiaries, as on the date of this Draft Letter of Offer, including the aggregate approximate amount involved to the extent ascertainable, is set out below:

Name of entity	Civil proceedings where the amount involved is equivalent to or in excess of the Materiality Threshold	Proceedings involving issues of moral turpitude or criminal liability	Proceedings before regulatory authorities involving material violations of statutory regulations	Tax proceedings where the amount involved is equivalent to or in excess of the Materiality Threshold	Matters involving economic offences	Other pending matters, which if they result in an adverse outcome, would materially and adversely affect the operations or financial position of our Company	Amount Involved (₹ in crore unless otherwise stated)
Company							
1) Arbitration awards challenged in courts*	54	Nil	Nil	Nil	Nil	Nil	5509.55**
2) By the Company	3	3	Nil	Nil	Nil	1	120.52^
3) Against the Company	6	10	Nil	3	Nil	1	1,604.86
Subsidiaries							
4) By the Subsidiaries	3	Nil	Nil	Nil	Nil	Nil	367.81***
5) Against the Subsidiaries	0	3	Nil	Nil	Nil	Nil	0.00^

* Arbitration awards have been declared in full or partly in favour of the Company; however, the same have either been challenged by the other side or by the company primarily for setting aside the awarded amount.

** Amounts withdrawn by our Company against certain arbitration matters by furnishing bank guarantees have not been netted off. Further, 4 cases aggregating to Rs 513.14 crore pertain to projects in joint operations/joint ventures, wherein HCC's share in the JVs ranges from 40 % to 50%. The aforesaid amounts do not include post-award interest.

^ To the extent ascertainable.

*** 2 cases pertaining to step down Swiss subsidiary of the Company total amounting CHF 44 million not included.

Decisions which are adverse to our interests in any of the aforesaid material outstanding legal proceedings or any other proceedings involving our Company or our Subsidiaries, may have an adverse effect on our business, results of operations and financial condition. If the courts or tribunals rule against our Company or our Subsidiaries, we may

face monetary and/or reputational losses and may have to make provisions in our financial statements, which could increase our expenses and our liabilities.

5. *Our financing agreements contain certain restrictive covenants, including requiring prior consent of our lenders for undertaking a number of corporate actions, including the Issue, which may affect our interest. We are also subject to restrictions on our financial and operations flexibility and certain risks associated with debt financing.*

As of September 30, 2025, we had total borrowings (current borrowings and non-current borrowings) of ₹1624.55 crore (excluding accrued interest on total borrowings of ₹1818.03 crore, which are accounted under other financial liabilities). However, our Company may incur additional indebtedness in the future. Our borrowings are subject to interest rates which may be fixed from time to time at the discretion of our lenders. Any fluctuations in interest rates may directly impact the interest costs of such loans and, in particular, any increase in interest rates could adversely affect our results of operations. Some of the financing arrangements entered into by us contain certain restrictive covenants in the facility agreements and other lending agreements / sanction letters we have entered into with our lenders that limit our ability to undertake certain types of transactions, any of which could adversely affect our business, cash flows and financial condition. These restrictive covenants require us to maintain certain financial ratios and seek the prior permission of these banks / financial institutions for various activities, including, amongst others, the Issue. We are also required to ensure compliance with regulatory requirements. Such restrictive covenants in our loan documents may restrict our operations or ability to expand our business.

A failure to meet our debt service obligations or to observe the covenants under our financing arrangements or to obtain necessary consents required thereunder may lead to the termination of our credit facilities, acceleration of all amounts due under such facilities and the enforcement of any security provided. Any acceleration of amounts due under such facilities may also trigger cross default provisions under our other financing agreements. There can be no assurance that we will be able to persuade our lenders to grant extensions or refrain from exercising such rights which may adversely affect our operations and cash flows. If the obligations under any of our financing documents are accelerated, we may have to dedicate a substantial portion of our cash flow from operations to make payments under such financing documents, thereby reducing the availability of cash for our working capital requirements and other general corporate purposes. Further, during any period in which we are in default, we may be unable to raise, or face difficulties raising, further financing. Any of these circumstances could adversely affect our business, credit rating and financial condition, cash flows and results of operations. We cannot assure you that there will not be any such instances in the future.

Certain of our loans can also be recalled by lenders at any time. If the lenders exercise their right to recall a loan, it could have an adverse effect on our reputation, business and financial position. In addition, we may need to refinance all or a portion of our debt on or before maturity. We cannot assure you that we will be able to refinance any of our debt on commercially reasonable terms or at all. Occurrence of any of the above contingencies with respect to our indebtedness could materially and adversely affect our business prospects, cash flows, financial condition and results of operations.

6. *Our new projects require a long gestation period and substantial capital outlay before any benefits or returns on investments are realized.*

Due to the nature of our business, our projects typically require a long gestation period and substantial capital outlay before completion and may take months or years before positive cash flows can be generated, if at all. The time and costs required in completing a project may be subject to substantial increases due to many factors, including shortages of materials, equipment, technical skills and labour, adverse weather conditions, natural disasters, labour disputes, disputes with contractors, accidents, changes in government priorities and policies, changes in market conditions, delays in obtaining the requisite licenses, permits and approvals from the relevant authorities and other unforeseeable problems and circumstances.

For failure to complete a project as scheduled, we may be held liable for penalties in the form of liquidated damages, which have historically ranged between 5% to 10% of the total project cost but could be higher in the future and, in some cases, the customer may be entitled to appoint, at our expense, a third party to complete the work. While we haven't faced any instances in the past where our clients or customers have exercised the right to appoint a third party to complete the projects, we cannot assure you that our clients or customers would not exercise such a right in the future. As part of our growth strategy, we may seek to acquire technologies and products, but we may fail to complete such acquisitions or realize the anticipated benefits of such acquisitions and may incur costs that could negatively affect our business. In addition, failure to complete a project according to its original specifications or schedule, if at all, may give rise to potential liabilities and, as a result, our returns on investments may be lower than originally expected. Any of these factors may lead to delays in or prevent the completion of our projects and result in costs substantially exceeding those originally budgeted for.

7. *Our projects are subject to construction, financing and operational risks along with other risks with respect to our engineering and construction business, including, without limitation, costs increase above estimates, changes in scope of work and time, cost overruns, imposition of penalties by the client and warranty claims, which may cause us to experience reduced profits or losses and, in some cases, cancellation or deferrals of contracts.*

The construction of new projects involves various risks, including, among others, regulatory risk, construction risk, financing risk and the risk that these projects may prove to be unprofitable. We may need to undergo certain changes to our operations as a result of entering into these new projects. Entering into any new project may pose significant challenges to our management, administrative, financial and operational resources. We cannot provide any assurance that we will succeed in any new projects we may enter into or that we will recover our investments. If the funding requirements and project costs for these projects are higher than as estimated, we will need to find sources to fund the extra costs which may not be readily available. Any failure in the development, construction, financing or operation of any of our significant new projects will likely materially and adversely affect our business, prospects, financial condition and results of operations.

We may be adversely affected by investment in the development of our ongoing and other new projects because, among others:

- the contractors hired by us may not be able to complete the construction of projects on time, within budget or to the specifications and standards set out in our contracts with them;
- delays in completion and commercial operation could increase the financing costs, including due to increase in prices of raw materials, associated with the construction and cause our forecasted budget to be exceeded;
- we may not be able to obtain adequate working capital or other financing to complete construction of and to commence operations of our projects; and
- we may not be able to recover the amounts we may have invested in our projects if the assumptions contained in the feasibility studies for these projects do not materialize.

We enter into contracts to provide services primarily on the basis of item rated contracts and/or lump sum turnkey projects per unit of work or a lump sum for the project as a whole. While typically these types of contracts include suitable escalation clauses for increases in the costs of materials and labour, there are certain contracts wherein such provision does not exist or in which the escalation clause is limited, which results in our Company bearing all or a portion of the increased costs. While we attempt to anticipate and account for any contingencies when determining our contract price, there is no assurance that we will be able to successfully secure contract prices that build in adequate amounts to cover any such contingencies. Contract prices are established in part on cost and scheduling estimates, which are based on a number of assumptions, including future economic conditions, the price and availability of labour, equipment and materials and other relevant factors. If any of these estimates prove inaccurate or circumstances change, cost or time overruns may occur and we could experience delay in realisation of the revenues and reduced profits, or in some cases incur losses. In one of our highway projects, the quantities vis-à-vis the designs prepared by us in the initial tender stage increased from the tender estimates due to the actual ground conditions.

In addition to the aforesaid, we also bear the risk of any underestimation of the amount of work or the quantity of material required. Unanticipated costs or delays in performing part of the contract can have compounding adverse effects on performing other parts of the contract.

Additionally, deviation from pre-bid estimates with respect to costs, scope of work, time overruns etc. can adversely impact profitability of projects and also result in our projects getting delayed. Our actual expense in executing a project under construction may vary substantially from the assumptions underlying our bid for various reasons, including, unanticipated increases in the cost of construction materials, fuel, labour or other inputs, unforeseen construction conditions, including the inability of the client to obtain requisite environmental and other approvals resulting in delays and increased costs, delays caused by local weather conditions and suppliers' failures to perform. For instance, in one of our highway projects, execution of the project was delayed due to unavailability of encumbrance-free land. These inherent risks of our business may result in realized gross profits differing from those we originally estimated and reduced profitability or losses. Our ability to pass on such increases in costs and expenses may be limited in the case of contracts with limited or no price escalation provisions. Depending on the size of a project, these variations from estimated contract performance could have a material adverse effect on our operating results for any particular period.

Further, there may be certain construction related faults which could typically result in revision/modification to our design and engineering thereby resulting in increased expenditure including interest costs, cost of operations on account of additional work executed towards rehabilitation and further expenditure incurred towards appointment of external consultants for assistance in revising our design. We may not be able to recover such increased costs from our customers in part, or at all, and may further be subject to penalties, including liquidated damages on account of such construction faults arising in our projects. We may further face delays in the estimated project completion schedule in respect of such projects on account of additional works required to be undertaken towards rectifying such construction faults and are dependent upon our clients permitting extension of time of completion of such projects.

There can be no assurance that any cost escalation or additional liabilities in connection with the development of such projects would be fully offset by amounts due to us pursuant to the guarantees and indemnities, if any, provided by our contractors or insurance policies that we maintain. Delays in completion and commercial operation of our projects under construction could increase the financing costs associated with the construction and cause costs to exceed our forecasted budgets. We also cannot assure you that our clients will permit such revised completion schedule to be

implemented to the necessary extent or at all, and we may be held in breach of the terms and conditions of the contracts in respect of such projects pertaining to completion schedule. Further, such construction faults may result in loss of goodwill and reputation and may have a material and adverse impact our eligibility in respect of future bids made by us towards projects, thereby affecting our future operations and revenues.

Pursuant to certain agreements entered into with various clients, we may also be required to indemnify our clients against losses and damages incurred by them, including damages and penalties for delays in execution of a project. Our liability to pay liquidated damages for a contractor's default is generally limited and capped. However, in the event we terminate any contractor, due to any contractual default of their part, it may affect our results of operations and our financial condition.

Additionally, we are also subject to costs associated with warranty, recall and liability due to defects in our projects or related after sales services and attendant adverse publicity. We are also required to provide performance bonds which provide that we are responsible for the completion of a project should a subcontractor fail to do so or become insolvent as well as warranty bonds covering our warranties obligations after completion of a project. These actions could require us to spend considerable resources in correcting the problems and could adversely affect demand for our design and construction operations services. A failure to meet quality standards could expose us to the risk of liability claims during the project execution period when our obligations are typically secured by performance guarantees, which typically range from 5% to 10% of the contract price, and during the defects liability period, which typically runs for 12 months to 24 months, and in some instances up to 5 years, from the date of handover. Any defects in our work could also result in customer claims for damages. Moreover, defects in our projects that arise from defective components supplied by external suppliers may or may not be covered under warranties provided by such suppliers. Any of the above could have a material adverse impact on our business, results of operations, financial condition and prospects.

8. *Any inability to manage our growth in our operations in India could disrupt our business and reduce our profitability.*

As we continue to grow, we must continue to improve our managerial, technical and operational knowledge and allocation of resources, and implement an effective management information system. Our revenue from operations in India from Fiscal 2024 to Fiscal 2025 decreased by 9% from ₹5,327.82 crore to ₹4,831.09 crore whereas revenue from operations outside India from Fiscal 2024 to Fiscal 2025 has decreased by 54% from ₹1,678.89 crore to ₹772.28 crore, on account of various macroeconomic factors. As a result, our total revenue from operations on a consolidated basis moved from ₹7,006.71 crore in Fiscal 2024 to ₹5,603.37 crore in Fiscal 2025.

While we are able to execute projects through our internal accruals and external funding from our lenders, we cannot assure that our Company will have access to the liquidity or such funding in the future. Further, our business is labour-intensive, which requires us to manage relationships with a greater number of customers, suppliers, contractors, service providers, lenders and other third parties. Accordingly, there can be no assurance that we will not suffer from capital constraints, operational difficulties or difficulties in expanding existing business and operations and training an increasing number of personnel to manage and operate the expanded business, which may result in a material adverse effect on our business, financial condition, results of operations and future prospects.

In addition, the projects we undertake are increasing in scale and complexity. Our projects which are under execution may involve reclamation of land, construction of seawall, bridges on the land as well as in the sea. Accordingly, we not only maintain but are required to constantly improve project management system and supporting infrastructure, such as our information technology and human resources systems and training programs, in order to ensure that we will be able to continue to successfully execute large and complex projects on a timely basis. If we are not successful in managing our growth, our business may be disrupted and profitability may be reduced. Consequently, our business, prospects, financial condition and results of operations may be adversely affected.

9. *The reports issued by our Statutory Auditors in the past on Fiscal 2025 Audited Consolidated Financial Statements and Limited Reviewed Financial Information of our Company contain certain qualifications.*

Set forth below are certain audit qualifications issued by our Auditor in relation to our Audited Consolidated Financial Statements and our Unaudited Consolidated Financial Results of our Company These qualifications pertain to:

S. No.	Audit Report for the Period of (Audited /Unaudited)	Audit Qualifications	Impact on our Company
1.	For the six months ended September 30, 2025 (Unaudited)	As stated in Note 4 to the accompanying Statement, the Holding Company has recognised net deferred tax assets amounting to ₹189.35 crore as at September 30, 2025, which includes deferred tax assets on carried forward unused tax losses, unused tax credits and other taxable temporary differences on the basis of expected availability of future taxable profits for utilization of such deferred tax assets. However, in view of history of	As at 30 September 2025, the Holding Company has recognised net deferred tax assets amounting to ₹189.35 crore which mainly represents deferred tax assets on carried forward unused tax losses and other taxable temporary differences. The Holding Company

S. No.	Audit Report for the Period of (Audited /Unaudited)	Audit Qualifications	Impact on our Company
		losses recorded by the Holding company, we are unable to obtain sufficient and appropriate audit evidence with respect to projection of the future taxable profit prepared by the management and therefore, are unable to comment upon the adjustments, if any, that are required to the carrying value of the aforesaid net deferred tax assets as at September 30, 2025. Our review report on the unaudited consolidated financial results of the Company for the quarter ended June 30, 2025 dated August 7, 2025, for the quarter ended September 30, 2024 dated October 29, 2024 and Audit Report for year ended March 31, 2025 dated May 8, 2025 were also qualified in respect of the above matters.	is confident of generating sufficient taxable profits from the unexecuted orders on hand/ future projects and expected realisation of claims/ arbitration awards against which such deferred tax assets can be utilised and therefore considered good and recoverable. The impact of this qualification is not quantifiable.
2.	As at and for the financial year ended March 31, 2025 (Audited)	As per Note 10.6 to the accompanying Consolidated Ind AS Financial Statements, the Holding Company has recognised net deferred tax assets amounting to ₹204.90 crore as at March 31, 2025, which mainly includes deferred tax assets on carried forward unused tax losses, unused tax credits and other taxable temporary differences on the basis of expected availability of future taxable profits for utilization of such deferred tax assets. However, in view of the history of losses recorded by the Holding Company, we are unable to obtain sufficient appropriate audit evidence with respect to the projections for future taxable profits prepared by the Holding Company's management and therefore, are unable to comment on any adjustments that may be required to the carrying value of aforesaid net deferred tax assets as at March 31, 2025. Audit report of the erstwhile Statutory auditor dated May 24, 2024 on the Consolidated Ind AS Financial Statements of the Group for the year ended March 31, 2024 was also qualified in respect of this matter.	As at 31 March 2025, the Holding Company has recognised net deferred tax assets amounting to ₹204.90 crore which mainly represents deferred tax assets on carried forward unused tax losses and other taxable temporary differences. The Holding Company is confident of generating taxable profits from the unexecuted orders on hand/ future projects and expected realisation of claims / arbitration awards. Accordingly, the management believes it is probable that sufficient future taxable profit will be available against which such deferred tax assets can be utilised. The impact of this qualification is not quantifiable.

A qualified audit/ review report from our Statutory Auditors may limit our ability to access certain types of financing or may prevent us from obtaining financing on acceptable terms. There can be no assurance that our Statutory Auditors will not qualify their conclusion/ opinion in the future. For further details, see “**Financial Information**” on page 69.

Set out below is the deferred tax assets / (deferred tax liabilities) being carried forward in the consolidated financial statements of our Company:

S. No.	Name of the Entity	As of September 30, 2025	As of September 30, 2024	(In ₹ crore)	
				As of March 31, 2025	As of March 31, 2024
1	Hindustan Construction Company Limited	189.35	583.40	204.90	613.09
2	Highbar Technologies Limited	0.87	0.87	0.87	0.87
3	HCC Infrastructure Company Limited	-	0.38	1.74	0.38
4	Western Securities Limited (our erstwhile subsidiary)	-	-	-	0.13
5	Steiner AG (our erstwhile subsidiary)	-	8.59	-	8.96
	Total	189.26	593.24	207.51	623.43

10. We rely on third parties to complete certain projects and any failure arising from the non-performance, late performance or poor performance by such third parties, or failure by a third-party subcontractor to comply with applicable laws could affect the completion of our contracts, reputation and financial performance.

We are engaged as the main contractor and we further sub-contract part of our work on most of our projects. Our sub-contracting cost for the Fiscals ended March 31, 2025 and 2024 and six months ended September 30, 2025 and September 30, 2024, is as follows:

(In ₹ crore)

Particulars	For the six months period ended September 30, 2025	For the six months period ended September 30, 2024	Fiscal 2025	Fiscal 2024
Sub-contracting expenses	1,084.17	1,977.28	2,856.97	4,261.65

As we rely on third-party subcontractors to perform a substantial amount of the work under our contracts, our payments are dependent on, *inter alia*, the performance of the sub-contractors. We also rely on third-party equipment manufacturers or suppliers to provide the equipment and materials used for engineering and construction projects. The engagement of subcontractors is subject to certain risks, including difficulties in overseeing the performance of such subcontractors in a direct and effective manner, failure to complete a project where we are unable to hire suitable subcontractors, or losses as a result of unexpected subcontracting cost overrun. As the subcontractors have no direct contractual relationship with our clients, we are solely subject to risks associated with non-performance, late performance or poor performance by our subcontractors. While we haven't faced any past instances of non-performance, late performance or poor performance by the third parties arising out of sub-contraction of activities, we cannot assure you that such instances would not occur in the future. As a result, we may experience deterioration in the quality of our projects, inordinate delays in completion of our projects, incur additional costs, or be exposed to liability in relation to the performance of subcontractors under the relevant contracts, which may have an impact on our profitability and financial performance. For instance, in one of our projects, some of our subcontractors failed to mobilise adequate resources on time causing temporary delays in the project. The scope of work of the subcontractors was later reduced and the project was completed, with the impact of the delay being absorbed by the Company.

In addition, any failure of the subcontractor to comply with applicable laws, rules or regulations, to obtain the necessary approvals, or provide services as agreed in the contract or failure on our part to engage third party consultants and service providers could affect the completion of our contracts and could negatively impact our business and may result in fines, penalties or even delay and suspension of work and/or contracts. If we are unable to hire qualified subcontractors or find competent equipment manufacturers or suppliers, our ability to successfully complete a project could be impaired. If the amount we are required to pay to the subcontractors or equipment and supplies exceeds what we have estimated, especially in a fixed-price or lump-sum type contract, we may suffer losses on these contracts. If a supplier, manufacturer or subcontractor fails to provide supplies, equipment or services as required under a negotiated contract for any reason or if a subcontractor engaged by us has misrepresented its qualification or eligibility to undertake a specific project, we may be required to source these supplies, equipment or services or a replacement for such sub-contractor (as the case may be) on a delayed basis or at a higher cost than anticipated, which could impact contract profitability. Any such misrepresentation by a subcontractor as to its qualification or eligibility may also affect our ability to successfully complete a project and thereby harm our reputation.

11. *A delay and/or failure in the supply of materials, services and finished goods from third parties at acceptable prices and quality or at all may materially and adversely affect our business, results of operations and prospects.*

Our Company purchases significant amount of materials, including steel, cement, wires etc. for its operations. Our major raw materials are commodities including steel, cement, high speed diesel oil, aggregates etc., which are prone to frequent price fluctuations and the timely availability of such materials is uncertain. The cost of raw materials consumed by our Company for Fiscals 2025, 2024 and six months period ended September 30, 2025 and September 30, 2024, was ₹564.22 crore, ₹862.05 crore, ₹248.15 crore, and ₹297.17 crore, respectively. While our Company maintains strong relationship with numerous suppliers in order to avoid risks of unavailability of resources, any unforeseeable unavailability of such resources could materially disrupt our Company's operations. Delay or failure in the supply of materials from vendors impacts the progress of our work can thereby adversely impact operations. Procurement of material in excess of budgeted price also impacts profitability.

A significant portion of our raw materials are procured from a limited number of suppliers. However, there does not exist a concentration in terms of our suppliers. For instance, the contribution of our top ten suppliers in the cost of raw material purchased by our Company for Fiscals 2025, 2024 and six months period ended September 30, 2025 and September 30, 2024 was 65.40%, 47.84%, 68.29% and 60.89% respectively. Further, we are often required to work with the suppliers who are designated by our clients, which may limit our ability to manage the suppliers. Any such failure could materially and adversely affect our business, results of operations and prospects. Our business can be adversely affected by the unavailability or fluctuating costs of the raw materials we need to construct and develop our projects, particularly steel and cement. The prices and supply of raw materials depend on factors not under our control, including general economic conditions, competition, production levels, transportation costs and import duties. Fluctuations in the prices of the underlying raw materials may also indirectly impact the prices of equipment and components procured for our operations. Any failure to obtain the raw materials we need for our projects at acceptable prices and quality or at all would materially and adversely affect our business, results of operations and prospects.

12. *Our financials contain certain long-term borrowings, in relation to which the Company has issued OCDs to its lenders and which may be converted into to be equity shares of the Company in the event of any future default.*

Our Company had issued optionally convertible debentures ("OCDs") to our lenders, as part of the Scheme for Sustainable Structuring of Stressed Assets ("S4A Scheme") of the Reserve Bank of India, which allows companies to deal with their stressed assets through financial restructuring. The OCDs were issued with a tenor of 10 years and a

coupon of 0.01% with an interest yield of 11.50% p.a. compounded on a quarterly basis. In terms of the S4A Scheme, the OCDs were required to be converted into non-convertible debentures in case of non-occurrence of event of default. Pursuant to Regulation 75 of the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2009, the OCDs were required to be converted into Equity Shares within 18 months, however, the same was extended to a period of 10 years. Further, the lenders have also sought an exemption from the SEBI for extension of period of redemption of the OCDs.

In case of any default on the repayment by the Company, we may have to convert the OCDs into the Equity Shares to our lenders, which may have an adverse impact on our financial condition and operations of our business and the shareholding of the existing or prospective shareholders of our Company may be diluted. Set out below are the details of the OCDs outstanding as on September 30, 2025:

Number of OCDs (face value of ₹1,000 each) outstanding	Amount of OCDs outstanding (in ₹ crore)	Number of Equity Shares (assuming conversion)
65,07,147	650.71	There is no fixed price or conversion ratio stated in the debenture trust deed. The price for equity shares to be issued on account of conversion will be determined at the time of conversion in accordance with applicable law/extant regulations in force.

* Does not include accrued interest of ₹1155.70 crore.

13. Our Promoters have pledged their Equity Shares as additional/collateral security under agreements with various lenders in connection with various credit facilities obtained by them or our Company. In the event of any default under the relevant agreements, the lenders may invoke the aforementioned pledges.

As on September 30, 2025, 239,919,286 Equity Shares held by our Promoters, representing 13.19% of the paid-up Equity Share capital of our Company and representing 78.89% of the aggregate holding of Equity Shares by our Promoter and Promoter Group, has been pledged with various entities including banks and financial institutions for the loans availed by our Company. In terms of the relevant pledge agreement entered into by our Promoters, our Promoters are restricted from selling, transferring, or disposing of the pledged Equity Shares and are required to remain the sole legal beneficial owners of such Equity Shares, until the final settlement of the loan, except in case of a sale or disposal of the pledged Equity Shares under the terms of the agreement.

In the event of any default under the relevant agreements with the lenders, the lenders may enforce aforementioned pledges, which could result in reduction in shareholding of our Promoters.

14. Any adverse revision to our credit rating by rating agencies may adversely affect our ability to raise additional financing, interest rates and other commercial terms at which such funding is available.

As of September 30, 2025, we had total borrowings (current borrowings and non-current borrowings) of ₹1610.42 crore (excluding accrued interest on total borrowings of ₹1831.00 crore, which are accounted under other financial liabilities). In July'2024 and April'2025, our Company's long term bank facilities received a IVR BBB- by Infomerics Valuation and Rating Private Limited, CARE BBB- with Stable outlook by CARE Ratings Limited, respectively, for the borrowings. The details of credit ratings received by the instruments of our Company are set out below:

Facilities	Ratings	Name of rating agencies
Rating valid as on September 30, 2025		
Bank Guarantees	IVR BBB- CARE BBB-	Infomerics Ratings CARE Ratings
OCDs	IVR BBB- CARE BBB-	Infomerics Ratings CARE Ratings
NCDs	IVR BBB- CARE BBB- ICRA BB	Infomerics Ratings CARE Ratings ICRA Ratings
Rating valid as on March 31, 2025		
Bank Guarantees	IVR BBB- CARE BB+	Infomerics Ratings CARE Ratings
OCDs	IVR BBB- CARE BB+	Infomerics Ratings CARE Ratings
NCDs	IVR BBB- CARE BB+	Infomerics Ratings CARE Ratings

Facilities	Ratings	Name of rating agencies
	ICRA BB	ICRA Ratings
Rating valid as on March 31, 2024		
Bank Guarantees	CARE BB	CARE Ratings
OCDs	CARE BB	CARE Ratings
NCDs	CARE BB ICRA BB	CARE Ratings ICRA Ratings

We may experience a downgrade in our credit ratings in future. Any downgrade in our credit ratings by rating agencies, international or domestic, may increase our costs of accessing funds and adversely affect our ability to raise additional financing and the interest rates and other commercial terms at which such funding is available. This could have an adverse effect on our business and future financial performance, our ability to obtain financing for capital expenditures or other purposes and the trading price of the Equity Shares.

15. ***Our shareholdings in some of our subsidiaries have been pledged to secure funding for projects and repayment of certain loans outstanding, respectively and any failure to pay the principal or interest or other default under the terms of the loan obligation may result in the lender exercising its rights with respect to the pledge, including the right to foreclose, sell or transfer the shares.***

The shares of Steiner AG (our erstwhile subsidiary), owned by our wholly-owned subsidiaries HCC Mauritius Enterprises Limited (“HCCMEL”) and HCC Mauritius Investment Limited (“HCCMIL”), were pledged by HCCMEL and HCCMIL, in favour of the Export-Import Bank of India (the “Exim Bank”), pursuant to a financing arrangement entered into among HCCMEL, HCCMIL and Exim Bank. Further, shares of HCCMEL and HCCMIL were pledged by our Company in favour of Exim Bank. Accordingly, as of September 30, 2025, 100% of the share capital of HCCMEL and HCCMIL are pledged by our Company in favour of Exim Bank. Further, our Company has also provided a corporate guarantee in favour of Exim Bank towards its exposure to HCCMEL and HCCMIL. At the time of sale of Steiner AG (our erstwhile subsidiary) shares in December 2024, Exim Bank released the pledge over Steiner AG (our erstwhile subsidiary) shares in order to affect the transfer. The company gave an undertaking to pledge the shares of Steiner Eagle AG (renamed as H56 Immo AG), which were to be acquired by HCC as a part of the overall scheme of arrangement. The Mauritius based entities are yet to create pledge over H56 Immo AG shares in favour of Exim Bank.

There has been a breach of covenants relating to the repayment of the aforementioned borrowings, under the financing arrangement entered into by HCCMEL and HCCMIL with Exim Bank. As of September 30, 2025, a total debt payment of ₹267.32 crore has fallen overdue. However, Exim Bank vide its letter dated September 21, 2023 has approved reissuance of arbitration bank guarantee to the extent of ₹55.83 crore to our Company in order to cure the breach of the repayment covenant on the part of HCCMEL and HCCMIL. Further, EXIM Bank has agreed in principle to provide additional bank guarantee for repayment of the remaining loan amount along with interest (approximately ₹211.49 crore as on September 30, 2025) in a BOT subsidiary company for withdrawal of arbitration award money to prepay the entire debt in HCCMEL and HCCMIL, and EXIM Bank is in the process of seeking an approval from its board of directors for the proposed transaction. In view of an action plan being in place, Exim Bank is unlikely to undertake any adverse actions against our Company and the aforementioned Subsidiaries. However, we cannot assure you that the breach will be cured or there may be no further breach in the future. Further, we cannot assure you that Exim Bank will not invoke the abovementioned corporate guarantee against our Company for any future breach or default.

16. ***In the past there have been instances of discrepancies and delays in relation to certain statutory filings and corporate records of our Company.***

There have been instances in the past three Fiscals where there were delays in filing of certain forms with the RoC. Details of certain instances of such delays/ discrepancies are set forth below:

Particulars	Statutory timeline	Date of event	Due date	Date of filing
Form MGT-14	30 Days from the date of passing of resolution	August 7, 2025	September 05, 2025	September 10, 2025
Form MGT-14	30 Days from the date of execution of agreement	August 14, 2025	September 12, 2025	September 18, 2025
Form SH-7	30 Days from the date of resolution	August 12, 2025	September 10, 2025	September 11, 2025
Form AOC-4	30 Days from the date of AGM	August 12, 2025	September 10, 2025	September 18, 2025
Form CRA-02	30 Days from appointment of auditor	August 5, 2024	September 3, 2024	September 4, 2024
Form AOC-4	30 Days from the date of AGM	September 17, 2024	October 16, 2024	October 29, 2024
Form MGT-14	30 Days from the date of passing of resolution	August 5, 2024	September 3, 2024	September 18, 2024

Particulars	Statutory timeline	Date of event	Due date	Date of filing
Form MGT-14	30 Days from the date of passing of resolution	April 18, 2024	May 17, 2024	May 27, 2024
Form MGT-14	30 Days from the date of passing of resolution	February 14, 2023	March 12, 2023	March 21, 2023
Form DIR-12	30 Days from the date of change in designation of Director and KMP	April 1, 2023	April 30, 2023	May 15, 2023
Form MGT-14	30 Days from the date of passing of resolution	December 1, 2022	December 31, 2022	February 21, 2023
Form AOC-4	30 Days from the date of AGM	September 29, 2022	October 28, 2022	December 7, 2022
Form MGT-7 (Annual Return)	60 Days from the date of AGM	September 29, 2022	November 28, 2022	November 29, 2022

While our Company has paid the fees owing to the delay occurred in filing of the aforementioned forms in accordance with Rule 12 of the Companies (The Registration Offices and Fees) Rules, 2014, as amended and we strive to comply with the applicable laws and prescribed timelines for filing of documents with the regulatory authorities, we cannot assure you that that we will not be subject to any action from or any penalty imposed by the competent regulatory authority in this respect or that such filings will be made in the future in a timely manner or at all.

17. *Our operations and our work force are exposed to various hazards and we are exposed to risks arising from construction related activities that could result in material liabilities, increased expenses and diminished revenues and have a material adverse impact on our business, financial condition, results of operations and prospects.*

Our business and operation involve inherent industrial risks and occupational hazards and are subject to hazards inherent in providing architectural and construction services, such as and including risk of equipment failure. Such inherent industrial risks and occupational hazards may not be eliminated through implementing safety measures. We are exposed to risks related to such activities, such as systems and equipment failure, industrial accidents, fire, explosion, impact from falling objects, collision, work accidents, underground water leakages, and geological hazards such as storm, hurricane, lightning, flood, landslide and earthquake and other hazards that may cause injury and loss of life, severe damage to and destruction of property and equipment, and environmental damage. Environmental laws and regulations in India are stringent and while our Company strives to comply with all the applicable regulations, if environmental clearances are not obtained in a timely manner or at all, the project may not be in compliance with environmental laws and regulations and/or may be delayed and our overall operating expenses may increase, adversely affecting our business and results of operations.

We are also subject to regulations dealing with occupational health and safety and the failure to comply with such regulations could subject us to liability. Although there have been no instances of employees getting injured due to regulatory non-compliance in the past three years, however, if we fail to implement such procedures or if the procedures we implement are ineffective, our employees and others may get severely injured. Further, while there have been no instances in the past three years failure to comply with statutory regulations pertaining health and safety may result in penalties, fines etc. against our Company. There can be no assurance that we will not become involved in future litigation or other proceedings or be held responsible in any such future litigation or proceedings relating to safety, health and environmental matters in the future, could divert management time and attention, and consume financial resources in defence or prosecution of such legal proceedings or cause delays in the construction, development or commencement of operations of our projects.

18. *Our material subsidiary H56 Immo AG is into the business of realization of the claim receivables and all related actions and services, including the evaluation, monitoring and supervision/administration of those claims*

Based on recommendation of administrator pursuant to Debt Moratorium filing, the Zurich District Court has passed an Order approving a scheme of arrangement in respect of Steiner AG ('SAG'), Switzerland, (including its subsidiaries), covering a) divestment of entire shareholding of SAG held by HCC Mauritius Investment Limited and HCC Mauritius Enterprises Limited, (collectively, 'HMILEL'), the wholly owned subsidiaries of the holding company to Uniresolv SA, an affiliate of m3 Geneva ('Uniresolv SA') and, b) divestment of entire shareholding of Steiner Development AG ('SDAG') by SAG to m3 Steiner Development SA, an affiliate of m3 Geneva ('m3SD') c) divestment of Steiner India Limited ('SIL'), by SAG to Uniresolv SA, d) Asset transfer (receivables) to SAG's wholly owned subsidiary, Steiner Eagle AG ('SEAG') and the immediate subsequent sale of SEAG to Uniresolv SA. Further, pursuant to the aforesaid Court Order, HMILEL has acquired the entire equity shareholding in SEAG from Uniresolv SA with effect from December 20, 2024, against a swap of SAG shares and deferred consideration of 5 million CHF. Subsequently, Steiner AG transferred claim receivables of ~ CHF 123.9 million to SEAG (renamed as H56 Immo AG) via Asset Transfer Agreement dated December 20, 2024.

The Company, H56 Immo AG, is engaged in realization of said claim receivables and all related actions and services, including the evaluation, monitoring and supervision/administration of those claims, which includes settlement negotiations, litigation and other proceedings of any kind before courts, government and regulatory authorities or any other parties related to said claims.

Presently, H56 Immo AG is supervising legal proceedings in two claim matters. Simultaneously, the Company is also engaged in settlement discussions with counterparties on various matters. The return of capital to HCC group will depend upon the settlements and/or litigation proceedings, the associated costs (which includes lawyer costs, courts costs, consultant costs etc.), and the expected timeline of final conclusion of these matters (be it settlement and/or litigation route).

19. *Our success depends in large part upon our senior management, Directors and skilled personnel and our ability to attract and retain our key personnel and professionals.*

Our success depends on the continued services and performance of the members of our senior management team and other key employees who have been instrumental in building our business and also depends upon our ability to attract and retain these professionals. As of September 30, 2025, we had 880 employees, 2 KMPs and 11 SMPs. If one or more members of our senior management were unable or unwilling to continue in their present positions, or if we are unable to suitably replace them in a timely manner, our business could be adversely affected. We may not be able to re-deploy and re-train our professionals to keep pace with continuing changes in technology, evolving standards and changing needs of our clients. The table below sets forth the attrition rate for the six months ended September 30, 2025 and Fiscals ended March 31, 2025 and March 31, 2024:

Period	Attrition Rate (in %)
Six months ended September 30, 2025	16%
Fiscal 2025	25%
Fiscal 2024	26%

As a result of the recent growth in the infrastructure industry in India and its expected future growth, the demand for highly-skilled professionals and workers has significantly increased in recent years. Additionally, our ability to retain experienced staff members as well as senior management will depend on us having in place appropriate staff remuneration and incentive schemes, among other factors. We cannot assure you that the remuneration and incentive schemes we have in place will be sufficient to retain the services of our senior management and skilled employees. As such, any loss of members of our senior management could adversely affect our business, results of operations and financial condition. Further, our ability to successfully complete projects and to attract new clients also depends largely on our ability to attract, source, train, motivate and retain highly skilled professionals, particularly project managers, engineers, and skilled workers. If we cannot hire and retain highly skilled personnel, our ability to bid for and execute new projects and to continue to expand our business will be impaired and, consequently, our revenues could decline.

Further, owing to the nature of our business and skill required to execute the projects, the employees and workers are usually in demand outside India as well. Accordingly, the levels of compensation outside India may be higher and are constantly increasing as compared to India, which could result in increased salary costs of engineers, managers and other professionals and workers. Any such increase could have a material adverse effect on our business, financial condition and results of operations.

20. *Our insurance coverage may not adequately protect us against all our losses or liabilities.*

Our significant insurance policies consist of a comprehensive coverage for risks relating to standard fire and special perils and group personal accidents. We are generally required to maintain insurance coverage under our contracts in respect of construction works, plants and equipment. We typically obtain contractor's all risk insurance policies for the projects, as per the requirement under the contracts with the clients. In term of projects and assets covered under insurance, as of September 30, 2025, over 90% of our project contract values and entire fixed assets (excluding land and biological assets) were covered by insurance. We maintain an umbrella insurance policy for our construction plants and machinery where the insurance cover is limited to ₹50.00 crore for the policy period per year and ₹50.00 crore per accident.

While we believe that the insurance coverage we maintain would reasonably be adequate to cover all normal risks associated with the operation of our business, there can be no assurance that any claim under the insurance policies maintained by us will be honoured fully on time or at all or that we will not suffer losses not covered by our policies. We are involved in large projects where design, construction or systems failures can result in substantial injury or damage to third parties. Our projects could suffer physical damage from fire or other causes, resulting in losses, including loss of rent, which may not be fully compensated by insurance. In addition, we could suffer damage due to earthquakes, floods, hurricanes, terrorism or acts of war, other natural disasters, which may be uninsurable or are not insurable at a reasonable premium. The proceeds of any insurance claim may be insufficient to cover rebuilding costs as a result of inflation, changes in regulations, environmental issues as well as other factors. Any liability in excess of our insurance payments, reserves or backup guarantees could result in additional costs, which would reduce our profits.

21. *We may not be able to obtain adequate financing or generate sufficient cash flow to meet our significant capital expenditures and liquidity requirements, which would have a material and adverse effect on our business, results of operations, financial position and prospects.*

Our engineering and construction, infrastructure, development, operation and maintenance and real estate construction projects are capital intensive as well as labour-intensive, which requires us to have significant amounts of working

capital. We have had, and expect to continue to have, substantial liquidity and capital resource requirements. As of September 30, 2025, we had total borrowings (current borrowings and non-current borrowings) of ₹1,610.42 crore (excluding accrued interest on total borrowings of ₹1,831.00 crore as on September 30, 2025, which are accounted under other financial liabilities). Further, our cash flow generated vis-à-vis the Order Book of the Company is set out below:

(in ₹ crore)

Particulars	As at and for the six months ended September 30, 2025	As at and for the six months ended September 30, 2024	As at and for the financial year ended March 31, 2025	As at and for the financial year ended March 31, 2024
Cash flow generated from projects	1,969	2,168	5,814	6,439
Order Book	13,152	9,773	11,852	14,382
Percentage of cash flow generated (%)	15%	22%	49%	45%

Our project financing is a combination of net working capital, advances from customers and bank financing. While we may approach the Consortium or the other lenders for financial commitments, these commitments are subject to a number of conditions precedent, such as completion of documentation satisfactory to parties thereto, among others. We may not be able to fulfil all or any of the conditions or agree on terms as may be required by such lenders. Accordingly, our inability to obtain financing may impair our business, results of operations, financial condition or prospects, as the case may be. Depending on the stages or phases of our various projects in our current Order Book, we may not be able to generate sufficient cash flow to meet our significant capital expenditures and liquidity requirements, which would have a material and adverse effect on our business, results of operations, financial position and prospects. In addition, a decline in our order intake or order backlog may lead to impairment of our ability to obtain financing which may consequently impair our business, results of operations, financial condition or prospects, as the case may be.

22. *We have certain contingent liabilities and our financial condition and profitability could be adversely affected if any of these contingent liabilities materialize.*

As per the audited consolidated financial statements of the Company as at March 31, 2025, the Company (on a consolidated basis) has certain contingent liabilities, details of which are set forth below:

Contingent liabilities	As at March 31, 2025 Amount (in ₹ crore)
(i) Claims not acknowledged as debts by the Group*	3.65
(ii) Income tax liability that may arise in respect of which Group is in appeals	35.18
(iii) Sales tax liability / works contract tax liability / service tax / customs liability that may arise in respect of matters in appeal	161.54
(iv) Stamp Duty	11.66
Total	212.03

* Includes claims against our Company, which are not accepted by our Company such as claims under construction expenses, bank guarantee encashments and labour and land related claims. Our Company does not expect any outflow of economic resources in respect of these claims and therefore no provision is made in our books of accounts. Consequently, these claims are shown as contingent liabilities in our financial statements

Our contingent liabilities may actualise and if a significant portion of these liabilities materialize, it could have an adverse effect on our business, financial condition and results of operations. Furthermore, there can be no assurance that we will not incur similar or increased levels of contingent liabilities in the current Fiscal or in the future.

23. *If we cannot respond adequately to increased competition in the future, we may lose market share and our business, results of operations, financial condition and prospects may be materially and adversely affected.*

We face significant competition from our peers and owing to the nature of our business, majority of our business and procuring a project depends on bidding process, which entails intense competition. Although we have a business strategy which seeks to minimize the effects of such competition, there can be no assurance that such competition will not erode our profit margins.

Projects are awarded following competitive bidding processes and satisfaction of other prescribed pre-qualification criteria. Once the prospective bidders satisfy the pre-qualification requirements of the tender, the project is usually awarded based on the price of the contract quoted by the prospective bidder. The nature of this process may cause us and other prospective bidders to lower prices for award of the contract, so as to maintain market share. This could have a material negative effect on our financial condition, results of operations and prospects. If we are unable to bid competitively, we may fail to increase or maintain our Order Book, which would also materially and adversely affect our business, results of operations and prospects.

In Switzerland, competition already has and may continue to put pressure on our client relationships, pricing and reliability on our service and raw material supply and margin pressure could arise from, among other things, limited demand growth and overcapacity in a relevant market, price reductions by competitors, the ability of competitors to

capitalize on their economies of scale, the access of competitors to new technologies that we may not possess. Further, we face increasing competition from foreign companies entering Switzerland, particularly those from neighbouring countries. Any intensification of competition or failure of us to compete successfully with our competitors could have an adverse effect on the demand for, and pricing of, our services and our market share, and as a result, could have a material adverse effect on our business, results of operation, financial condition and prospects.

24. *Our funding requirements and the proposed deployment of Net Proceeds have not been appraised by a public financial institution or a scheduled commercial bank and our management will have broad discretion over utilization of the Net Proceeds*

As on the date of this Draft Letter of Offer, our funding requirements are based on management estimates, current circumstances of our business, the prevailing market condition and other commercial and technical factors and have not been appraised by any bank or financial institution or any other independent agency. They are based on current conditions and are subject to change in light of financial condition, business strategy and external factors such as market conditions, competitive environment and interest or exchange rate fluctuations and other external factors which may not be within the control of our management. However, the deployment of the Net Proceeds will be monitored by a monitoring agency appointed pursuant to the SEBI ICDR Regulations. Our internal management estimates may exceed the value that would have been determined by third-party appraisals, which may require us to reschedule or reallocate our expenditure and may have an adverse impact on our business, financial condition, results of operations and cash flows. We may have to reconsider our estimates or business plans due to changes in underlying factors, some of which are beyond our control, such as interest rate fluctuations, changes in input cost, and other financial and operational factors. Accordingly, prospective investors in the Offer will need to rely upon our management's judgment with respect to the use of Net Proceeds. If we are unable to deploy the Net Proceeds in a timely or an efficient manner, it may affect our business and the results of operations.

25. *We are subject to anti-bribery and anti-corruption laws, violation of which may subject our Company to governmental inquiries and/or investigations, which if material and adverse in nature, could adversely affect our business, results of operations and financial condition in future periods and our reputation.*

We have operations and projects, in India. Those operations and projects often involve interactions with governmental authorities and officials at the Indian federal, state and local level. We are subject to anti-corruption and anti-bribery laws in India that prohibit improper payments or offers of improper payments to governments and their officials and political parties for the purpose of obtaining or retaining business or securing an improper advantage and require the maintenance of internal controls to prevent such payments. Although, we maintain an anti-bribery compliance program and train our employees in respect of such matters, our employees might take actions that could expose us to liability under anti-bribery laws. In certain circumstances, we may be held liable for actions taken by our partners and agents, even though they are not always subject to our control. Further, we may be subject to or exposed to present inquiries and investigations under the anti-bribery or anti-corruption laws of other countries (such as the U.S. Foreign Corrupt Practices Act). It is not possible to predict the outcome or timing of commencement, continuation and completion of inquiries or investigation(s), as the case may be, in India or overseas. Any finding of a violation of anti-corruption laws against us could result in penalties, both financial and non-financial, that could consequently have a material adverse effect on our business and our reputation. Any violation of anti-corruption laws against us could result in penalties, both financial and non-financial, that could have a material adverse effect on our business, results of operations and financial condition in future periods and reputation.

26. *We may be subject to interest rate risk.*

Our finance costs for the six months ended September 30, 2025, September 30, 2024, Fiscals ended March 31, 2025 and March 31, 2024, amounted to ₹241.8 crore, ₹305.25 crore, ₹599.70 crore and ₹813.27 crore, respectively. Interest rates on our OCDs and NCDs are fixed currently, however lenders may propose to increase the rates in future. Our working capital facilities are on a floating rate when converted into fund based and our external commercial borrowings are linked to Secured Overnight Financing Rate ("SOFR"). Accordingly, to the extent we incur floating rate indebtedness, changes in interest rates may increase our cost of borrowing, impacting our profitability and having an adverse effect on our ability to pay dividends to our shareholders. Interest rates are highly sensitive to many factors, including governmental, monetary and tax policies, domestic and international economic and political conditions, and other factors beyond our control. Interest rate increases could result in our interest expense exceeding the income from our property portfolio, which may result in operating losses for us. Additionally, if the interest rates for our borrowings in relation to our projects increase significantly, our cost of funds will increase which could adversely impact our results of operations, planned capital expenditures and cash flows.

27. *We have entered into related party transactions in the past, and will continue to do so in the future. These transactions or any future transactions with our related parties could potentially involve conflict of interest.*

Our Company has, in the course of our business, entered into transactions with related parties. All such related party transactions entered into by our Company have been entered into in compliance with the Companies Act, 2013 and other applicable laws, and on an arms-length basis. However, such transactions or any future transactions with our related parties could potentially involve conflicts of interest. There can be no assurance that we could not have achieved

more favourable terms if such transactions had been entered into with unrelated parties or that we will be able to maintain existing terms, in cases where the terms are more favourable than if the transaction had been conducted on an arms-length basis. There can be no assurance that such transactions, individually or in the aggregate, will not have an adverse effect on our business, cash flows, prospects, financial condition and results of operations. For details, see The Fiscal 2025 Audited Consolidated Financial Statements, the Limited Reviewed Financial Information of our Company and the Fiscal 2025 Audited Standalone Financial Statements of our Company, available at <https://www.hccindia.com/investors>.

28. *The failure of a joint operations partner to perform its obligations could impose additional financial and performance obligations resulting in reduced profits or, in some cases, significant losses from the joint operation.*

While we typically execute majority of our projects independently, we also form project specific joint operations and consortiums with other infrastructure and construction companies. Typically, we detail our roles and responsibilities in our joint bidding documents or joint agreements executed with such third parties. As on the date of this Draft Letter of Offer, our Company has 10 joint operations in India details in relation to which have been set out below:

Sr. No.	Name of the entity	Name of the joint venture partner	Purpose of the entity	Share of our Company in the entity (in %)	Status of the project
Joint Operations in India					
1.	HCC - HDC Joint Venture	Hyundai Development Company	Construction	55%	Ongoing
2.	HCC - VCCL Joint Venture	Vensar Constructions Company Limited	Construction	50%	Ongoing
3.	TPL - HCC Bhivpuri PSP JV	Tata Projects Limited	Construction	50%	Ongoing
4.	HCC - TPL Indore Metro Joint Venture	Tata Projects Limited	Construction	55%	Ongoing
5.	HCC - L&T Purulia Joint Venture	Larsen and Toubro Limited	Construction	57%	Completed
6.	Nathpa Jhakri Joint venture	Impregilio-Spa, Italy	Construction	40%	Completed
7.	Kumagai - Skanska - HCC - Itochu Joint Venture	Skanska International Civil Engineering AB, Kumagai Gumi Co. Ltd. & Itochu Corporation	Construction	19.60%	Completed
8.	Alpine - Samsung - HCC Joint Venture	Alpine Bau GMBH & Samsung Corporation	Construction	33%	Completed
9.	Alpine - HCC Joint Venture	Alpine Bau GMBH	Construction	49%	Completed
10.	HCC - Samsung Joint Venture CC-34	Samsung C&T Corporation	Construction	50%	Completed

The success of these joint operations depends significantly on the satisfactory performance by our joint arrangement partners and fulfilment of their obligations. The share of total revenue from our Joint Operations in India to our total revenue in the Fiscal 2025, 2024 and in the six months ended September 30, 2025 and September 30, 2024, is set forth below:

Period	Share of total revenue from Joint Operations (in ₹ crore)	As a percentage of our total revenue (in%)
For the six months ended September 30, 2025	125.70	6.13%
For the six months ended September 30, 2024	188.93	5.86%
Fiscal 2025	321.34	5.73%
Fiscal 2024	475.47	6.79%

If our joint venture partners fail to perform these obligations satisfactorily, the joint venture or joint operation may be unable to perform adequately or deliver its contracted services. In this case we may be required to make additional investments and/or provide additional services to ensure the adequate performance and delivery of the contracted services because we are subject to joint and several liabilities as a member of the joint venture or joint operation in most of our projects. These additional obligations could result in reduced profits or, in some cases, significant losses for us. The inability of a joint venture partner to continue with a project due to financial or legal difficulties could mean that we would bear increased and possibly sole responsibility for the completion of the project and bear a correspondingly greater share of the financial risk of the project.

29. *Our profitability may be adversely affected if we cannot continue to use, license or enforce the technology and other intellectual property rights on which our business depends.*

Our intellectual property and technology offerings are important to our businesses. We rely upon intellectual property laws, including trademark, copyright and patent laws, as well as confidentiality procedures and contractual provisions included in agreements with our employees, clients, suppliers and other parties, to establish and maintain intellectual property rights in the technology and services we sell, provide or otherwise use in our operations. However, any of our technology and intellectual property rights or technology and intellectual property licensed to us could be challenged, invalidated or circumvented, or such technology intellectual property rights may not be sufficient to permit us to take advantage of current market trends or otherwise to provide competitive advantages. Enforcement of such laws in India may be weak and resolution of intellectual property disputes may be time consuming and ineffective.

The misappropriation or duplication of our intellectual property could disrupt our ongoing business, distract our management and employees, reduce our revenue and increase our expenses. We may need to litigate to enforce our intellectual property rights or to determine the validity and scope of the proprietary rights of others. Any such litigation could be expensive and divert our attention and resources from operating the Company. Because of the rapid pace of technological change in our industry, our technology and service offerings rely on key technologies developed by us or licensed from third parties. We may not be able to develop or continue to avail of licenses and technologies from these third parties at all or on reasonable terms, or such third parties may demand cross-licenses to our intellectual property.

30. *We maintain a workforce based upon current and anticipated workloads. If we do not receive future contract awards or if these awards are delayed, we could incur significant costs.*

Our estimates of future performance depend on, among other things, whether and when we will receive certain new contract awards. Our ability to bid for new projects and to win bids ensures engagement of our work force and covers associated costs. Failure to successfully bid for contracts may result in additional costs for our Company. While our estimates are based upon our best judgment, these estimates are dynamic and may therefore be unreliable and may frequently change based upon newly available information. In the case of large-scale projects where timing is often uncertain, it is particularly difficult to predict whether or when we will receive a contract award. The uncertainty of contract awards and timing can present difficulties in matching workforce size with contract needs. If an expected contract award is delayed or not received, we could incur costs due to maintaining under-utilized staff and facilities that would have a material adverse effect on our results of operations and financial condition.

31. *We are required to obtain certain approvals for some of our land assets/ projects and some of our projects are in the preliminary stages of planning and consents and approvals in relation to the real estate assets may not be granted.*

We are required to obtain certain statutory and regulatory approvals or permits at various stages in the development of our projects. For example, if a specific parcel of land has been deemed as agricultural land by certain regulatory bodies, we cannot develop such land without obtaining prior approval. Also, slum rehabilitation projects depend substantially upon approvals, such as letters of intent, or occupancy certificates, from certain governmental agencies for the replacement of permanent housing for former slum dwellers. It is vital to obtain these approvals in order to commence and ultimately complete many projects.

We may encounter delays in obtaining these approvals or may not be able to obtain such approvals at all. Moreover, there can be no assurance that we will not encounter difficulties in fulfilling any conditions precedent to the approvals described above or any approvals we require in the future, or that we will be able to adapt to new laws, regulations or policies that may come into effect from time to time with respect to the property industry in general or the particular processes with respect to the granting of the approvals. If we fail to obtain, or experience material delays in obtaining, approvals, the schedule of development could be substantially disrupted, which could have a material adverse effect on our business, prospects, financial condition and results of operations.

It is possible that some projects will be located in areas that will require significant infrastructure support, electrical power, telecommunications, water and waste treatment. We may be dependent on third parties, including local authorities, to provide such services. Any delay or failure by any third party to provide such additional services or a failure to obtain any required consents and approvals on acceptable terms or in a timely fashion may affect our ability to execute or complete existing and/or new development projects.

32. *We may face risks associated with incomplete property developments such as undertaking of construction and development activities in excess of the budgeted amounts.*

Property developments typically require substantial capital outlay during the construction period and we may take an extended period of time to complete and to occupy before a potential return can be generated. The time and costs required to complete a property development may be subject to substantial extensions and increases due to many factors, including shortages of, or price increases with respect to, construction materials (which may prove defective), equipment, technical skills and labour, adverse weather conditions, third party performance risks, environmental risks, changes in market conditions, changes in government or regulatory policies, delays in obtaining the requisite approvals, permits, licenses or certifications from the relevant authorities and other unforeseeable problems and circumstances. Any of these factors may lead to delays in, or prevent the completion of, a property development project and result in costs substantially exceeding those originally budgeted for which we may not be adequately compensated by insurance proceeds (if any) and/or contractual indemnities. This could have a material adverse effect on our business, financial condition and results of operation.

33. *The land assets of the company/projects are subject to local and municipal laws and compulsory acquisition by the government.*

The right to own property in India is subject to restrictions that may be imposed by the government. In particular, the government under the provisions of the Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement Act, 2013 ("**Land Acquisition Act, 2013**") has the right to compulsorily acquire any land if such

acquisition is for a “public purpose”, after making payment of compensation to the owner. The Land Acquisition Act, 2013 inter alia, stipulates (i) restrictions on land acquisition (for example, certain types of agricultural land), and (ii) compensation, rehabilitation and resettlement of affected people residing on such acquired land. However, the compensation paid pursuant to such acquisition may not be adequate to compensate the owner for the loss of such property. The likelihood of such actions may increase as the central and state governments seek to acquire land for the development of infrastructure projects such as roads, railways and airports. Any such action in respect of any of the projects may result in unforeseeable delays in commencing the project which has been awarded to us and thus, adversely affect our investments, business, financial condition or results of operations.

Further, the real estate sector is subject to local and municipal laws and taxes, in addition to central and state level laws and taxes, which vary from region to region. Further, such laws and taxes are subject to changes or revisions from time to time. Municipal taxes and statutory expenses for compliance with such laws could lead to a reduction in the return on our investments. The land held or acquired by us may be materially and adversely affected by such revisions thereby reducing the value of such investments, and delay in project development.

34. *Our business is subject to cyber risks and risks related to information technology systems and technology failures or advancements could disrupt our operations.*

Our business is dependent upon increasingly complex and interdependent information technology systems, including internet-based systems, to support business processes as well as internal and external communications. We use various business applications and software like SAP ERP, document management systems, engineering software, Microsoft Office 365 on cloud, HR portals, IMS portals etc. The complexity of our computer systems may make them potentially vulnerable to breakdown, malicious intrusion and computer viruses. Cyber threats are evolving and are becoming increasingly sophisticated. While we have not experienced any disruptions or failures to our information technology systems in the last three years, we cannot assure you that we will not encounter disruptions in the future. Any such disruption may result in the loss of key information or disruption of our business processes, which could adversely affect our business and results of operations. Control measures include designing, implementing, and continually improving security controls including adequate security incident response plans which are tested periodically. Notwithstanding the measures mentioned above, our systems are potentially vulnerable to data security breaches, whether by employees or others that may expose sensitive data to unauthorized persons.

35. *We may experience delays and/or defaults in our receivables, or delay in the release of bidding guarantees, prepayment guarantees or retention monies which could have a material adverse effect on our results of operations and financial condition.*

Most of our engineering and construction contracts require us to commit a certain amount of cash and other resources to projects prior to receiving any advances, progress or other payments from the clients in amounts sufficient to cover expenditures on projects as they are incurred as a result of providing bidding guarantees, prepayments guarantees, performance guarantees and retention monies arrangements under such contracts. Delays in client payments may require us to make a working capital investment. If a client defaults in making its payments on a project on which we have devoted significant resources or if a project in which we have invested significant resources is delayed, cancelled or does not proceed to completion, it could have a material adverse effect on our results of operations and financial condition. For instance, in one of our projects, there were significant delays in payment of monthly bills. In addition, there have been instances of delay in releasing receivables on account of work-in-progress and security money withheld by the client, which had adverse impact on cash flow and non-fund based resources of the Company.

Details of receivables in respect are set forth below:

(₹ in crore)	
Assets	Total trade receivables as of March 31, 2025
Non-Current	688.79
Current	2,388.15

We are required to furnish bank guarantees as part of our business. Our inability to arrange such guarantees or the invocation of such guarantees may adversely affect our cash flows and financial condition.

36. *We are required to furnish bank guarantees as part of our business. Our inability to arrange such guarantees or the invocation of such guarantees may adversely affect our cash flows and financial condition. However, no bank guarantee has been invoked during last three years.*

These guarantees are typically required to be furnished within a few days of the signing of a contract and remain valid up to around sixty days after the defect liability period prescribed in that contract. In addition, letters of credit are often required to satisfy payment obligations to suppliers and sub-contractors. We may not be able to continue obtaining new financial and performance bank guarantees in sufficient quantities to match our business requirements. If we are unable to provide sufficient collateral to secure the financial bank guarantees, performance bank guarantees or letters of credit, our ability to enter into new contracts or obtain adequate supplies could be limited and could have a material adverse effect on our business, results of operations and financial condition. Further, our inability to arrange bank

guarantees impacts our ability to bid for new projects and the encashment of bank guarantees could impact cash flows of existing projects.

As of September 30, 2025, we had issued bank guarantees amounting to ₹2663.11 crore towards securing our financial/performance obligations under our ongoing projects. Set out below are the details of the guarantees issued by our Company as of September 30, 2025:

Sr. No.	Types of Operation Bank Guarantees	Amount (in ₹ crore)
1	Advance bank guarantee	752.16
2	Performance bank guarantee	1,167.35
3	Retention / security deposit	388.25
4	Supplier bank guarantee	39.59
5	Tender / EMD bank guarantee	80.42
6	Other bank guarantees	134.11
Total		2561.88

We may be unable to fulfil any or all of our obligations under the contracts entered into by us in relation to our ongoing projects due to unforeseen circumstances which may result in a default under our contracts resulting in invocation of the bank guarantees issued by us. If any or all the bank guarantees are invoked, it may result in a material adverse effect on our business and financial condition.

37. *We engage in engineering and construction of road projects in India and the roads sector in India is prone to certain regulatory hurdles and may impose financial burden on our Company.*

We have undertaken road projects in India undertaken or awarded by governmental authorities and other entities funded by the GoI or state governments and continue to do so. We have built around 4,036 kilometres of roads and some of our key completed projects, include the Bandra-Worli sea link in Mumbai, Maharashtra, Pir Panjal tunnel between Qazigund in the Kashmir valley and Banihal in the Jammu region, more than 100 kilometre four-lane road in Lucknow Muzaffarpur region and the rail-cum-road bridge at Bogibeel in Assam. The companies involved in the EPC business for the roads sector are prone to various risks such as delays owing to government entities not being able to acquire lands in accordance with the Land Acquisition Act, 2013 and the financial stress the companies involved in the roads sector may face due to long gestation periods and long borrowing repayment schedules.

Further, there can be no assurance that the Government of India or the state governments will continue to place emphasis on the road infrastructure or related sector. In the event of any adverse change in budgetary allocations for infrastructure development or a downturn in available work in the road infrastructure sector or resulting from any change in government policies or priorities, our business prospects and our financial performance, may be adversely affected. The contracts with government entities may be subject to extensive internal processes, policy changes, government or external budgetary allocation, insufficiency of funds and political pressure, which may lead to lower number of contracts available for bidding or increase in the time gap between invitation for bids and award of the contract or lead to renegotiation of the terms of these contracts which may lead to a delay in our business operations.

38. *The extent and reliability of Indian infrastructure could adversely affect our results of operations and financial condition.*

India's physical infrastructure is less developed than that of many developed nations. Any congestion or disruption in its port, rail and road networks, electricity grid, communication systems or any other public facility could disrupt our normal business activity. Any deterioration of India's physical infrastructure would harm the national economy, disrupt the transportation of goods and supplies, and add costs to doing business in India. For instance, failure to get continuous supply of electricity to the industrial belt could impact industrial output. Further, such problems could interrupt our business operations, which could have an adverse effect on our results of operations and financial condition.

39. *We may be affected by competition law in India and any adverse application or interpretation of the Competition Act may in turn adversely affect our business.*

The Competition Act, 2002 ("Competition Act"), was enacted for the purpose of preventing practices that have or are likely to have an adverse effect on competition in India and has mandated the Competition Commission of India ("CCI") to prevent such practices. Under the Competition Act, any arrangement, understanding or action, whether formal or informal, which causes or is likely to cause an appreciable adverse effect on competition is void and attracts substantial penalties.

The Competition Act aims to, among other things, prohibit all agreements and transactions which may have an appreciable adverse effect in India. Further, the CCI has extra-territorial powers and can investigate any agreements, abusive conduct or combination occurring outside of India if such agreement, conduct or combination has an appreciable adverse effect in India. However, the impact of the provisions of the Competition Act on the agreements entered into by us cannot be predicted with certainty at this stage. We are not currently party to any outstanding proceedings, nor have we received notice in relation to non-compliance with the Competition Act or the agreements

entered into by us. However, if we are affected, directly or indirectly, by the application or interpretation of any provision of the Competition Act, or any enforcement proceedings initiated by the CCI, or any adverse publicity that may be generated due to scrutiny or prosecution by the CCI or if any prohibition or substantial penalties are levied under the Competition Act, it may adversely affect our business, financial condition, cash flows, results of operations and prospects.

40. *Instability in financial markets could materially and adversely affect our results of operations and financial condition.*

The Indian economy and financial markets are significantly influenced by worldwide economic, financial and market conditions. Any economic and financial turmoil, especially in the United States of America, Europe or China, may have a negative impact on the Indian economy. Although economic conditions differ in each country, investors' reactions to any significant developments in one country can have adverse effects on the financial and market conditions in other countries. A loss in investor confidence in the financial systems, particularly in other emerging markets, may cause increased volatility in Indian financial markets.

The global financial crisis starting in late 2008, an outcome of the sub-prime mortgage crisis which originated in the United States of America, led to a loss of investor confidence in worldwide financial markets and Indian financial markets have also experienced the contagion effect of the global financial turmoil, evident from the sharp decline in SENSEX, BSE's benchmark index.

The rising geopolitical tensions like hostilities between Russia and Ukraine could lead to significant market and other disruptions, including volatility in commodity prices and instability in financial markets which may have an inflationary effect in India. Increased inflation can contribute to an increase in interest rates and increased costs to our business, including increased costs of transportation, wages, raw materials and other expenses relevant to our business.

Any future geopolitical and financial crisis may have an adverse impact on the Indian economy and us and may have a material and adverse effect on our business, operations, financial condition, profitability and price of our Equity Shares.

41. *Terrorist attacks, civil disturbances, regional conflicts and other acts of violence in India and abroad may disrupt or otherwise adversely affect the Indian economy, the health of which our business depends on.*

India has from time to time experienced social and civil unrest and terrorist attacks. These events could lead to political or economic instability in India. Events of this nature in the future could have a material adverse effect on our ability to develop our business. As a result, our business, results of operations and financial condition may be adversely affected. India has also experienced social unrest, Naxalite violence and communal disturbances in some parts of the country. If such tensions occur in places where we operate or in other parts of the country, leading to overall political and economic instability, it could adversely affect our business, results of operations, financial condition and trading price of our Equity Shares. Our projects are impacted by the stability of the regions where they are located. For instance, civil disturbance in Manipur has impacted our Imphal projects and operations adversely.

42. *Any downgrading of India's debt rating by a domestic or international rating agency could adversely affect our business.*

There could be a downgrade of India's sovereign debt rating due to various factors, including changes in tax or fiscal policy, or a decline in India's foreign exchange reserves, which are outside our control. Any adverse revisions to India's credit ratings for domestic and international debt by domestic or international rating agencies may adversely impact our ability to raise additional financing, and the interest rates and other commercial terms at which such additional financing is available.

Any downgrading of India's debt rating by a domestic or international rating agency could impact India's ability to borrow funds from international bodies thereby impacting governments spending in infrastructure. Although economic conditions are different in each country, investors' reactions to developments in one country can have adverse effects on the securities of companies in other countries, including India, which may cause fluctuations in the prices of our Equity Shares. This could have an adverse effect on our business and financial performance, and ability to obtain financing for expenditures.

43. *A third party could be prevented from acquiring control of us because of the anti-takeover provisions under Indian law.*

There are provisions in Indian law that may delay, deter or prevent a future takeover or change in control of our Company. Under the SEBI SAST Regulations, an acquirer has been defined as any person who, directly or indirectly, acquires or agrees to acquire shares or voting rights or control over a company, whether individually or acting in concert with others. Although these provisions have been formulated to ensure that interests of investors / shareholders are protected, these provisions may also discourage a third party from attempting to take control of our Company. Consequently, if a potential takeover of our Company would result in the purchase of the Rights Equity Shares at a

premium to their market price or would otherwise be beneficial to our Shareholders, such a takeover may not be attempted or consummated because of SEBI SAST Regulations.

44. *Investors may have difficulty enforcing foreign judgments against us or our management.*

We are a limited liability company incorporated under the laws of India. All of our directors and key management personnel are residents of India and a substantial portion of our assets and such persons are located in India. As a result, it may not be possible for investors to effect service of process upon us or such persons outside India, or to enforce judgments obtained against such parties outside India.

Furthermore, it is unlikely that an Indian court would enforce foreign judgments if that court were of the view that the amount of damages awarded was excessive or inconsistent with public policy. A party seeking to enforce a foreign judgment in India is required to obtain approval from the RBI to execute such a judgment or to repatriate outside India any amount recovered. It is uncertain as to whether an Indian court would enforce foreign judgments that would contravene or violate Indian law.

45. *Changing laws, rules and regulations and legal uncertainties, including adverse application of tax laws and regulations, may adversely affect our business results of operations, cash flows and financial performance.*

Changes in the operating environment, including changes in tax law, could impact the determination of our tax liabilities for any given tax year. Taxes and other levies imposed by the Government of India that affect our industry include income tax, goods and services tax and other taxes, duties or surcharges introduced from time to time. The tax scheme in India is extensive and subject to change from time to time. Any adverse changes in any of the taxes levied by the Government of India may adversely affect our competitive position and profitability. For example, the Government of India implemented a comprehensive national goods and services tax (“GST”) regime with effect from July 1, 2017, that combined multiple taxes and levies by the Central and State Governments into a unified tax structure. Our business and financial performance could be adversely affected by any unexpected or onerous requirements or regulations resulting from the introduction of GST or any changes in laws or interpretation of existing laws, or the promulgation of new laws, rules and regulations relating to GST, as it is implemented. The Government has enacted the General Anti-Avoidance Rule (GAAR) which have come into effect from April 1, 2017. The tax consequences of the GAAR provisions being applied to an arrangement could result in denial of tax benefit amongst other consequences. In the absence of any precedents on the subject, the application of these provisions is uncertain. If the GAAR provisions are made applicable to our Company, it may have an adverse tax impact on us. In addition, the implementation of Ind AS is recent and new pronouncements may have a material impact on our profitability going forward and our revenue may fluctuate significantly period over period.

Further, changes in tax rates are generally covered by subsequent legislation clauses in our contracts with clients. However, the prevailing tax rate is considered during the bid stage and any claims for reimbursement from client may result in possible disputes, which could result in arbitrations/litigations for the Company and impact working capital.

We cannot assure you that the Government of India may not implement new regulations and policies which will require us to obtain approvals and licenses from the Government of India and other regulatory bodies or impose onerous requirements and conditions on our operations. Any such changes and the related uncertainties with respect to the applicability, interpretation and implementation of any amendment to, or change to governing laws, regulation or policy in the countries in which we operate may materially and adversely affect our business, results of operations and financial condition. In addition, we may have to incur expenditure to comply with the requirements of any new regulations, which may also materially harm our results of operations. We are also subject to these risks in all our overseas operations depending on each specific country.

Additionally, the Government of India has introduced: (a) the Code on Wages, 2019 (“Wages Code”); (b) the Code on Social Security, 2020 (“Social Security Code”); (c) the Occupational Safety, Health and Working Conditions Code, 2020; and (d) the Industrial Relations Code, 2020 (collectively, the “Labour Codes”) which consolidate, subsume and replace numerous existing central labour legislations, which have been notified with effect from November 21, 2025. Our Company continues to analyse the impact on the business and operations of our Company. The recent implementation of such laws has the ability to increase our labour costs, thereby adversely impacting our results of operations, cash flows, business and financial performance. We are yet to determine the impact of all or some such laws on our business and operations which may restrict our ability to grow our business in the future. Further, the application of various Indian tax laws, rules and regulations to our business, currently or in the future, is subject to interpretation by the applicable taxation authorities. For instance, the Taxation Laws (Amendment) Act, 2019, a tax legislation issued by the Ministry of Finance, GoI, prescribed certain changes to the income tax rate applicable to companies in India. According to this legislation, companies can henceforth voluntarily opt in favour of a concessional tax regime (subject to no other special benefits / exemptions being claimed), which reduces the basic rate of income tax payable to 22% subject to compliance with conditions prescribed, from the erstwhile 25% or 30% depending upon the total turnover or gross receipt in the relevant period.

The GoI or state governments could implement new regulations and policies, which could require us to obtain approvals and licenses from the government and other regulatory bodies or impose onerous requirements and conditions on our operations. Any such changes and the related uncertainties with respect to the implementation of the

new regulations may have a material adverse effect on our business, prospects, financial condition and results of operations.

46. *Investors in the Equity Shares offered in the Issue may be unable to enforce a judgment of a foreign court against our Company, Directors, members of the Senior Management or Key Management Personnel or any of their directors or executive officers in India, except by way of a lawsuit in India.*

Our Company and its Indian subsidiaries are incorporated under the laws of India and foreign subsidiaries are incorporated under the laws of their respective jurisdiction. Substantially all of our directors and key management personnel are residents of India and substantially all of our assets are located in India. As a result, it may not be possible for investors to effect service of process upon such persons outside India, or to enforce judgments obtained against such parties outside India. Furthermore, it is unlikely that an Indian court would enforce foreign judgments if that court was of the view that the amount of damages awarded was excessive or inconsistent with public policy, or if judgments are in breach or contrary to Indian law. Further, any judgment or award in a foreign currency would be converted into Indian Rupees on the date of such judgment or award and not on the date of payment.

India is not a party to any international treaty in relation to the recognition or enforcement of foreign judgments. India has reciprocal recognition and enforcement of judgments in civil and commercial matters with only a limited number of jurisdictions, such as the United Kingdom, United Arab Emirates, Singapore and Hong Kong. In order to be enforceable, a judgment from a jurisdiction with reciprocity must meet certain requirements established in the Civil Procedure Code. The Civil Procedure Code only permits the enforcement and execution of monetary decrees in the reciprocating jurisdiction, not being in the nature of any amounts payable in respect of taxes, other charges, fines or penalties. Judgments or decrees from jurisdictions which do not have reciprocal recognition with India, including the United States, cannot be enforced by proceedings in execution in India. Therefore, a final judgment for the payment of money rendered by any court in a non-reciprocating territory for civil liability, whether or not predicated solely upon the general laws of the non-reciprocating territory, would not be directly enforceable in India. The party in whose favour a final foreign judgment in a non-reciprocating territory is rendered may bring a fresh suit in a competent court in India based on the final judgment within three years of obtaining such final judgment. However, it is unlikely that a court in India would award damages on the same basis as a foreign court if an action were brought in India or that an Indian court would enforce foreign judgments if it viewed the amount of damages as excessive or inconsistent with the public policy in India. Furthermore, there is no assurance that a suit brought in an Indian court in relation to a foreign judgment will be disposed of in a timely manner. In addition, any person seeking to enforce a foreign judgment in India is required to obtain the prior approval of the Reserve Bank of India to repatriate any amount recovered, and we cannot assure that such approval will be forthcoming within a reasonable period of time, or at all, or that conditions of such approval would be acceptable. Such an amount may also be subject to income tax in accordance with applicable law.

Risks Relating to The Issue and Objects of the Issue

47. *Our funding requirements and proposed deployment of the Net Proceeds are based on management estimates and have not been independently appraised and may be subject to change based on various factors, some of which are beyond our control.*

The objects of the Issue have not been appraised by any bank or financial institution, and our funding requirement is based on current conditions and internal estimates and are subject to changes in external circumstances or costs, or in other financial condition, business or strategy. Such internal estimates may differ from the value that would have been determined by third party appraisals / estimates. Based on the competitive nature of our industry, we may have to revise our business plan and/ or management estimates from time to time and consequently our funding requirements may also change, which may require us to reschedule or reallocate our expenditure, subject to applicable laws. In case of increase in actual expenses or shortfall in requisite funds, additional funds for a particular activity will be met by any means available to us, including internal accruals and additional equity and/or debt arrangements, and may have an adverse impact on our business, results operations, financial condition and cash flows. Accordingly, investors in the Equity Shares will be relying on the judgment of our management regarding the application of the Net Proceeds. Our Company, in accordance with the applicable law and to attain the Objects of the Issue as set out in this Draft Letter of Offer, will have the flexibility to deploy the Net Proceeds. We have appointed CARE as the Monitoring Agency for monitoring the utilization of Gross Proceeds in accordance with Regulation 82 of the SEBI ICDR Regulations and the Monitoring Agency will submit its report to us on a quarterly basis in accordance with the SEBI ICDR Regulations which will be uploaded on the website of our Company and will also be intimated on the websites of the Stock Exchanges.

48. *Foreign investors are subject to restrictions under Indian laws, which may limit our ability to attract foreign investment and the rights of shareholders under Indian law may differ from those in other jurisdictions.*

Under the current foreign exchange regulations in India, transfers of shares between non-residents and residents are generally permitted, subject to compliance with pricing guidelines and reporting requirements set by the RBI. If a transfer does not comply with these guidelines or falls under specific exceptions, prior approval from the RBI will be required. Shareholders wishing to convert proceeds from the sale of shares into foreign currency and repatriate it will

also need a no-objection or tax clearance certificate from the income tax authorities. We cannot guarantee that any necessary approvals from the RBI or other government agencies will be granted, or that they will be obtained on favorable terms. Additionally, the Government of India may impose foreign exchange restrictions in certain emergency situations, such as significant fluctuations in interest rates or exchange rates, balance of payments difficulties, or disturbances in financial and capital markets.

Our corporate affairs are governed by our Articles of Association and Indian law, which may differ from those in other jurisdictions. Shareholders' rights under Indian law, including in relation to class actions, may not be as extensive as in other countries, potentially making it more difficult for investors to assert their rights.

49. ***There are significant differences between Ind AS, and other accounting standards, such as IFRS and U.S. GAAP, which investors outside India may be more familiar with and may consider material to their assessment of our financial condition, results of operations and cash flows.***

Our financial statements as at and for the years ended March 31, 2025 and 2024 have been prepared in accordance with Ind AS. Ind AS differs from accounting principles and auditing standards with which prospective investors may be familiar in other countries, including U.S. GAAP or IFRS. Accordingly, the degree to which our financial statements as at and for the years ended March 31, 2025 and 2024 will provide meaningful information is dependent on your familiarity with Ind AS. Any reliance on this financial information by persons who are unfamiliar with Ind AS should, accordingly, be limited.

50. ***Investors will be subject to market risks from the date they pay for the Rights Equity Shares until the Equity Shares are credited to the investor's demat account are listed and permitted to trade.***

The Equity Shares that you may be Allotted in this Issue may not be credited to your demat account with the depository participants until approximately two days from the Issue Closing Date. You can start trading such Equity Shares only after receipt of the listing and trading approval in respect thereof. We cannot assure you that the Equity Shares allocated to you will be credited to your demat account, or that trading in such Equity Shares will commence within the specified time period, subjecting you to market risk for such period since our Equity Shares are currently traded on the Stock Exchanges. ***The Rights Entitlement of Eligible Equity Shareholders credited to the Demat Suspense Account may lapse in case they fail to furnish the details of their demat account to the Registrar.***

In accordance with Regulation 77A of the SEBI ICDR Regulations read with the SEBI ICDR Master Circular, the credit of Rights Entitlements and Allotment of Rights Equity Shares shall be made in dematerialized form only. Prior to the Issue Opening Date, our Company shall credit the Rights Entitlements to the demat accounts of the Eligible Equity Shareholders holding the Equity Shares in dematerialised form.

Our Company has opened a separate demat suspense escrow account (namely, "**LIPL HCC LTD RIGHTS ESCROW DEMAT ACCOUNT**") ("**Demat Suspense Account**") and would credit Rights Entitlements on the basis of the Equity Shares: (a) held by Eligible Equity Shareholders which are held in physical form as on Record Date (b) which are held in the account of the Investor Education and Protection Fund ("**IEPF**") authority; or (c) which of the Eligible Equity Shareholder whose demat accounts are frozen or where the Equity Shares are lying in the unclaimed/ suspense escrow account / demat suspense account (including those pursuant to Regulation 39 of the SEBI LODR Regulations) or details of which are unavailable with our Company or with the Registrar on the Record Date or where Equity Shares have been kept in abeyance or where entitlement certificate has been issued or where instruction has been issued for stopping issue or transfer or where letter of confirmation lying in escrow account; or (d) where credit of the Rights Entitlements have returned/reversed/failed for any reason; or (e) where ownership is currently under dispute, including any court or regulatory proceedings or where legal notices have been issued, if any or (f) such other cases where our Company is unable to credit Rights Entitlements for any other reasons.

Our Company shall credit the Rights Entitlements to the Demat Suspense Account on the basis of information available with our Company and to serve the interest of relevant Eligible Equity Shareholders to provide them with a reasonable opportunity to participate in the Issue. The credit of the Rights Entitlements to the Demat Suspense Account by our Company does not create any right in favour of the relevant Eligible Equity Shareholders for transfer of Rights Entitlement to their demat account or to receive any Equity Shares in the Issue.

With respect to the Rights Entitlements credited to the Demat Suspense Account, the Eligible Equity Shareholders are required to provide relevant details / documents as acceptable to our Company or the Registrar (such as applicable regulatory approvals, self-attested PAN and client master sheet of demat account, details/ records confirming the legal and beneficial ownership of their respective Equity Shares, etc.) to our Company or the Registrar no later than two clear Working Days prior to the Issue Closing Date to enable credit of their Rights Entitlements by way of transfer from the Demat Suspense Account to their demat account at least one day before the Issue Closing Date, to enable such Eligible Equity Shareholders to make an application in this Issue, and this communication shall serve as an intimation to such Eligible Equity Shareholders in this regard. In the event that the Eligible Equity Shareholders are not able to provide relevant details to our Company or the Registrar by the end of two clear Working Days prior to the Issue Closing Date, Rights Entitlements credited to the Demat Suspense Account shall lapse and extinguish in due course and such Eligible Equity Shareholder shall not have any claim against our Company and our Company shall not be liable to any such Eligible Equity Shareholder in any form or manner and such lapsing of Rights Entitlement

may dilute and adverse impact the interest of certain Eligible Equity Shareholders. For details, please see “*Terms of the Issue*” on page 75.

51. *Applicants to this Issue are not allowed to withdraw their Applications after the Issue Closing Date.*

In terms of the SEBI ICDR Regulations, applicants in this Issue are not allowed to withdraw their Applications after the Issue Closing Date. The Allotment in this Issue and the credit of such Rights Equity Shares to the Applicant’s demat account with its depository participant shall be completed within such period as prescribed under the applicable laws. There is no assurance, however, that material adverse changes in the international or national monetary, financial, political or economic conditions or other events in the nature of force majeure, material adverse changes in our business, results of operations or financial condition, or other events affecting the Applicant’s decision to invest in the Rights Equity Shares, would not arise after the Issue Closing Date and before the date of Allotment in this Issue. Occurrence of any such events after the Issue Closing Date could also impact the market price of our Equity Shares. The Applicants shall not have the right to withdraw their applications in the event of any such occurrence. We cannot assure you that the market price of our Equity Shares will not decline below the Issue Price. To the extent the market price for our Equity Shares declines below the Issue Price after the Issue Closing Date, the shareholder will be required to purchase Rights Equity Shares at a price that will be higher than the actual market price for the Equity Shares at that time. Should that occur, the shareholder will suffer an immediate unrealized loss as a result. We may complete the Allotment even if such events may limit the Applicants’ ability to sell our Equity Shares after this Issue or cause the trading price of our Equity Shares to decline.

52. *Failure to exercise or sell the Rights Entitlements will cause the Rights Entitlements to lapse without compensation and result in a dilution of your shareholding.*

Rights Entitlements that are not exercised prior to the end of the Issue Closing Date will expire and become null and void, and Eligible Equity Shareholders will not receive any consideration for them. The proportionate ownership and voting interest in our Company of Eligible Equity Shareholders who fail (or are not able) to exercise their Rights Entitlements will be diluted. Even if you elect to sell your unexercised Rights Entitlements, the consideration you receive for them may not be sufficient to fully compensate you for the dilution of your percentage ownership of the equity share capital of our Company that may be caused as a result of the Issue. Renouncees may not be able to apply in case of failure of completion of renunciation through off-market transfer in such a manner that the Rights Entitlements are credited to the demat account of the Renouncees prior to the Issue Closing Date. Further in case, the Rights Entitlements do not get credited in time, in case of On Market Renunciation, such Renouncee will not be able to apply in this Issue with respect to such Rights Entitlements. For details, see “*Terms of the Issue– Renunciation and Trading of Rights Entitlement*” on page 88.

53. *Our Company will not distribute the Letter of Offer and other Issue related materials to overseas shareholders who have not provided an address in India for service of documents.*

Pursuant to the requirements of the SEBI ICDR Regulations and other applicable laws, the Rights Entitlements will be credited to the demat account of the Eligible Equity Shareholders who are Equity Shareholders as on the Record Date, however, the Letter of Offer and other Issue related materials (together, the “**Issue Materials**”) will be sent/ dispatched only to such Eligible Equity Shareholders who have provided an Indian address to our Company or who are located in jurisdictions where the offer and sales of the Rights Equity Shares is permitted under the laws of such jurisdiction, subject to compliance with Applicable Law in India (together, the “**Relevant Requirements**”) and only such Eligible Equity Shareholders are permitted to participate in the Issue. The Equity Shareholders who do not satisfy the Relevant Requirements will not be eligible to participate in the Issue and accordingly, their shareholding as a percentage of the paid-up capital of our Company post Issue will stand reduced to the extent of non-participation.

Further, in the case that Eligible Equity Shareholders who satisfy the Relevant Requirements and have also provided their valid e-mail address, the Issue Materials will be sent only to their valid e-mail address and in the case that such Eligible Equity Shareholders have not provided their e-mail address, then the Issue Materials will be dispatched, on a reasonable effort basis, to the addresses provided by them.

The Issue Materials will not be distributed to overseas shareholders who do not meet the Relevant Requirements on account of restrictions that apply to circulation of such material in certain overseas jurisdictions. However, the Companies Act, 2013 requires companies to serve documents at any address which may be provided by the members as well as through e-mail. Presently, there is lack of clarity under the Companies Act, 2013 and the rules thereunder with respect to distribution of Issue Material in overseas jurisdictions where such distribution may be prohibited under the applicable laws of such jurisdiction.

54. *Any future issuance of the Equity Shares by us or sales of the Equity Shares by any of our significant Shareholders may adversely affect the trading price of the Equity Shares. Further, holders of Equity Shares could be restricted in their ability to exercise pre-emptive rights under Indian law and could thereby suffer future dilution of their percentage ownership of the outstanding Equity Shares.*

A company incorporated in India must offer its holders of equity shares pre-emptive rights to subscribe to and pay for a proportionate number of shares to maintain their existing ownership percentages prior to the issuance of any new

equity shares, unless these rights have been waived by resolution passed by members who, being entitled so to do, vote in person or by proxy or by postal ballot, are required to be not less than three times the number of the votes, if any, cast against the resolution by members so entitled and voting. If our Company offers its Shareholders rights to subscribe for additional Equity Shares or any right of any other nature, our Company will have discretion as to the procedure to be followed in making the rights available to our Shareholders or in disposing of the rights for the benefit of our Shareholders and making the net proceeds available to the Shareholders. Our Company may choose not to offer the rights to our Shareholders having an address outside India. For example, our Company will not offer such rights to our Shareholders in the United States unless a registration statement is in effect (if a registration statement under the U.S. Securities Act is required for us to offer such rights to holders and sell the securities represented by such rights) or if the offering and sale of such rights or the underlying securities to such holders are exempt from registration under the provisions of the U.S. Securities Act.

There is no restriction on our ability to issue Equity Shares or our major Shareholders' ability to dispose of their Equity Shares, and we cannot assure you that we will not issue Equity Shares or that any major Shareholder will not dispose of, encumber, or pledge, its Equity Shares. Future issuances of Equity Shares may dilute your shareholding and may adversely affect the trading price of the Equity Shares. Such securities may also be issued at prices below the then current trading price of the Equity Shares. Sales of Equity Shares by our major Shareholders may also adversely affect the trading price of the Equity Shares. We have also issued employee stock options to certain of our employees. To the extent such outstanding employee stock options are exercised, there will be further dilution to investors in the Issue, which may also adversely affect the trading price of the Equity Shares. We have also issued OCDs to lenders, and in case the lenders exercise their option to convert the OCDs into equity shares, there will be further dilution to investors, which may also adversely affect the trading price of the Equity Shares.

55. *The Rights Equity Shares may experience price and volume fluctuations.*

The market price of the Rights Equity Shares can be volatile as a result of several factors beyond our control, including volatility in the Indian and global securities markets, our results of operations, the performance of our competitors, developments in the Indian finance and lending sector, changing perceptions in the market about investments in this sector in India, investor perceptions of our future performance, adverse media reports about us or our sector, changes in the estimates of our performance or recommendations by financial analysts, significant developments in India's economic liberalization and deregulation policies, and significant developments in India's fiscal regulations. In addition, the stock exchanges may experience significant price and volume fluctuations, which may have a material adverse effect on the market price of the Rights Equity Shares.

General or industry specific market conditions or stock performance or domestic or international macroeconomic and geopolitical factors unrelated to our performance also affect the price of the Rights Equity Shares. In particular, the stock market as a whole recently experienced extreme price and volume fluctuations that have affected the market price of many companies in ways that may have been unrelated to the companies' operating performances. For these reasons, investors should not rely on recent trends to predict future share prices, results of operations or cash flow and financial condition.

56. *No market for the Rights Entitlements may develop and the price of the Rights Entitlements may be volatile.*

No assurance can be given that an active trading market for the Rights Entitlements will develop on the Stock Exchanges during the Renunciation Period or that there will be sufficient liquidity in Rights Entitlements trading during this period. The trading price of the Rights Entitlements will not only depend on supply and demand for the Rights Entitlements, which may be affected by factors unrelated to the trading in the Equity Shares, but also on the quoted price of the Equity Shares, amongst others. Factors affecting the volatility of the price of the Equity Shares, as described herein, may magnify the volatility of the trading price of the Rights Entitlements, and a decline in the price of the Equity Shares will have an adverse impact on the trading price of the Rights Entitlements. Since the trading of the Rights Equity Shares will be on a separate segment compared to the Equity Shares on the floor of the Stock Exchanges, the trading of Rights Equity Shares may not track the trading of Equity Shares.

57. *Rights of shareholders under Indian law may differ or may be more limited than under the laws of other jurisdictions.*

The Companies Act and rules made thereunder, the rules and regulations issued by SEBI and other regulatory authorities, the Memorandum of Association, and the Articles of Association govern the corporate affairs of our Company. Indian legal principles relating to these matters and the validity of corporate procedures, directors' fiduciary duties and liabilities, and shareholders' rights may differ from those that would apply to a company in another jurisdiction. In accordance with the provisions of the Companies Act the voting rights of an equity shareholder in a company shall be in proportion to the share of a person in the paid-up equity share capital of that company. Further, Section 106(1) of the Companies Act read with the Articles of Association specifically provides that no member shall exercise any voting right in respect of any shares registered in his name on which any calls or other sums presently payable by him have not been paid.

58. *You may be subject to Indian taxes arising out of capital gains on the sale of the Rights Equity Shares.*

Under the current Indian tax laws and regulations, unless specifically exempted, capital gains arising from the sale of equity shares in an Indian company are generally taxable in India. Additionally, a securities transaction tax (“STT”) is levied both at the time of transfer and acquisition of the equity shares (unless exempted under a prescribed notification), and the STT is collected by an Indian stock exchange on which equity shares are sold. Any capital gain realized on the sale of listed equity shares on the stock exchanges held for more than 12 months immediately preceding the date of transfer will be subject to long term capital gains tax in India. Such long-term capital gains exceeding ₹125,000 arising from the sale of listed equity shares on the stock exchange are subject to tax at the rate of 12.50% (plus applicable surcharge and cess). This beneficial provision is, *inter alia*, subject to payment of STT. Further, any capital gains realised on the sale of listed equity shares of an Indian company, held for more than 12 months, which are sold using any platform other than a recognized stock exchange and on which no STT has been paid, will be subject to long-term capital gains tax in India at the rate of 12.50% (plus applicable surcharge and cess), and any capital gains realized on the sale of listed equity shares held for a period of 12 months or less immediately preceding the date of transfer will be subject to short term capital gains tax in India at the rate of 20.00% (plus applicable surcharge and cess), in each case subject to STT being paid. Otherwise, such gains will be taxed at the applicable rates.

Generally, Indian tax treaties do not limit India’s ability to impose tax on capital gains. As a result, residents of other countries may be liable for tax in India as well as in their own jurisdiction on a gain upon the sale of the Rights Equity Shares. Investors are advised to consult their own tax advisors and to carefully consider the potential tax consequences of owning, investing or trading in the Rights Equity Shares.

59. ***Except for an investor in India, an investor’s ability to acquire Rights Entitlements and Rights Equity Shares is restricted by the distribution and solicitation restrictions set forth in this Draft Letter of Offer. In addition, the Rights Equity Shares are subject to restrictions on transferability and resale.***

No actions have been taken or will be taken to permit a public offering of the Rights Entitlements and Rights Equity Shares in any jurisdiction except India. The ability of an investor outside India to acquire Rights Equity Shares is restricted by the distribution and solicitation restrictions set forth in this Draft Letter of Offer. Furthermore, the Rights Entitlements and the Rights Equity Shares are subject to restrictions on transferability and resale. For details, see “Restrictions on Purchases and Resales” on page 100. Investors are required to inform themselves about and observe these restrictions.

60. ***The Equity Shares of our Company are listed on BSE and NSE. Therefore, our Company is subject to certain obligations and reporting requirements under the SEBI Listing Regulations. Any non-compliance or delay in complying with such obligations and reporting requirements may render us liable to prosecution and/or penalties.***

The Equity Shares of our Company are listed on the BSE and NSE. We are, therefore, subject to the obligations and reporting requirements prescribed under the SEBI Listing Regulations, and we must comply with other SEBI regulations as may be applicable to us. While our Company strives to meet all such obligations and reporting requirements, we cannot assure you that there will be no non-compliances in the future, and we cannot assure you that no penalties will be levied against our Company. Non-compliance under the SEBI regulations are usually subject to penalties, warnings, and show-cause notices by SEBI and the Stock Exchanges. Any regulatory action or development that is initiated against us could affect our business reputation, divert management attention and result in a material adverse effect on our business prospects and financial performance, and the trading price of the Equity Shares.

SECTION III: INTRODUCTION

THE ISSUE

The Issue has been authorized by way of resolution passed by our Board on May 8, 2025, pursuant to Section 62(1)(a) and other applicable provisions of the Companies Act, 2013 read with the resolution dated November 6, 2025. The terms and conditions of the Issue including the Rights Entitlement, Issue Price, Record Date, timing of the Issue and other related matters, have been approved by a resolution passed by our Securities Issuance Committee of the Board at its meeting held on [●].

The following is a summary of the Issue. This summary should be read in conjunction with, and is qualified in its entirety by, more detailed information in the section entitled “*Terms of the Issue*” beginning on page 75.

Rights Equity Shares being offered by our Company	Up to [●]^ Rights Equity Shares
Rights Entitlement for the Rights Equity Shares	[●] ([●]) Rights Equity Share for every [●] ([●]) Equity Shares held on the Record Date
Record Date	[●]
Face Value per Equity Share	₹1 each
Issue Price	₹[●] per Rights Equity Share (including a premium of ₹[●] per Rights Equity Share)
Dividend	Such dividend, as may be recommended by our Board and declared by our Shareholders, in accordance with the applicable laws
Issue Size	Up to ₹1,000 crores
Equity Shares issued, subscribed, paid-up and outstanding prior to the Issue	1,81,94,76,162 Equity Shares. For details, see “ <i>Capital Structure</i> ” beginning on page 47
Equity Shares outstanding after the Issue**	[●] Equity Shares
Security Codes for the Equity Shares	ISIN for Equity Shares: INE549A01026 BSE: 500185 NSE: HCC
ISIN for Rights Entitlements	[●]
Terms of the Issue	For further information, see “ <i>Terms of the Issue</i> ” beginning on page 75
Use of Issue Proceeds	For further information, see “ <i>Objects of the Issue</i> ” beginning on page 50

** Assuming full subscription in the Issue. Subject to finalisation of Basis of Allotment.

^ To be finalised upon determination of the Issue Price

For details in relation to fractional entitlements, see “*Terms of the Issue – Basis for the Issue and Terms of the Issue – Fractional Entitlements*” on page .

Terms of Payment

Due Date	Face Value (₹)	Premium (₹)^	Total amount payable per Rights Equity Share (including premium)(₹)^
On Application (i.e., along with the Application Form)	1	[●]	[●]

^ To be finalized upon determination of the Issue Price

GENERAL INFORMATION

Our Company was incorporated as 'The Hindustan Construction Company Limited' on January 27, 1926 under the Indian Companies Act, 1913, in Mumbai, Maharashtra, pursuant to certificate of incorporation dated January 27, 1926 issued by the Registrar of Companies, Mumbai ("RoC"). Subsequently, the name of our Company was changed to 'Hindustan Construction Company Limited' with effect from October 11, 1991 and a fresh certificate of incorporation consequent upon change of name was issued on October 11, 1991 by the RoC.

Registered and Corporate Office of our Company:

Hincon House, Lal Bahadur Shastri Marg
Vikhroli (West), Mumbai 400 083
Maharashtra, India
Tel: + 91 22 2575 1000
Website: www.hccindia.com
Corporate Identity Number: L45200MH1926PLC001228
E-mail: secretarial@hccindia.com

Changes in the registered office

Except as disclosed below, there has been no change in the registered office of our Company since the date of its incorporation.

Date of Change	Details of change in the address of the Registered Office
January 15, 2017	The registered office of our Company was changed from Hincan House, 11 th floor, 247Park, Lal Bahadur Shastri Marg, Vikhroli (West), Mumbai, Maharashtra to Hincan House, Lal Bahadur Shastri Marg, Vikhroli (West), Mumbai 400 083, Maharashtra, India

Company Secretary and Compliance Officer

Nitesh Kumar Jha is the Company Secretary and Compliance Officer of our Company. His details are as follows:

Nitesh Kumar Jha
Hincon House, Lal Bahadur Shastri Marg
Vikhroli (West)
Mumbai 400 083
Maharashtra, India
Tel: +91 22 2575 1000
E-mail: secretarial@hccindia.com

Legal Counsel to our Company

Cyril Amarchand Mangaldas
Level 1 and Level 2, Max towers,
Plot No. C-001 /A/1, Sector 16 B,
Gautam Buddha Nagar, Noida – 201 301,
Uttar Pradesh, India
Tel: +91 120 6699000
Website: <https://www.cyrilshroff.com>
E-mail: hccrightsissue2025.workgroup@cyrilshroff.com

Statutory Auditors of our Company

Mukund M. Chitale & Co.
2nd Floor, Kapur House, Paranjape B Scheme
Rd No. 1, Next to Vile Parle Mahila Sangh
Mumbai 400 057
Maharashtra, India
Tel: 91-22-26633500
E-mail: schitale@mmchitale.com
Firm's registration number: 106655W
Peer review number: 016643

Registrar to the Issue

MUFG Intime India Private Limited (formerly Link Intime India Private Limited)
C-101, 1st Floor, 247 Park
L.B.S. Marg, Vikhroli (West)
Mumbai 400 083

Maharashtra, India
Tel: +91 810 811 4949
E-mail: hccltd.rights2025@in.mpms.mufg.com
Investor Grievance ID: hccltd.rights2025@in.mpms.mufg.com
Contact Person: Shanti Gopalakrishnan
Website: www.in.mpms.mufg.com
SEBI Registration No.: INR000004058

Advisor to the Issue

Elara Capital (India) Private Limited
One International Center, Tower 3, 21st Floor,
Senapati Bapat Marg, Elphinstone Road (West),
Mumbai – 400013, Maharashtra, India
Tel: + 91 22 6164 8599
E-mail: hcc.rights@elaracapital.com
Website: www.elaracapital.com
Investor Grievance ID: mb.investorgrievances@elaracapital.com
Contact Person: Maitri Zaveri
SEBI Registration No.: INM000011104

Address of the RoC

Our Company is registered with the RoC, Mumbai situated at the following address:

Registrar of Companies

Everest, 5th Floor
100, Marine Drive
Mumbai 400 002
Maharashtra, India

Investors may contact the Registrar to the Issue or our Company Secretary and Compliance Officer for any pre-Issue or post-Issue related matters. All grievances relating to the ASBA process may be addressed to the Registrar to the Issue, with a copy to the SCSB giving full details such as name, address of the Applicant, contact number(s), e-mail address of the sole/ first holder, folio number or demat account, number of Rights Equity Shares applied for, amount blocked, ASBA Account number and the Designated Branch of the SCSB where the Application Forms, or the plain paper application, as the case may be, was submitted by the Investors along with a photocopy of the acknowledgement slip. For details on the ASBA process, see “*Terms of the Issue*” beginning on page 75.

Banker to the Issue

ICICI Bank Limited
Capital Markets Division
5th Floor, HT Parekh Marg
Churchgate, Mumbai 400 020
Maharashtra, India
Tel: 022 6805 2182
E-mail: ipocmg@icicibank.com
Website: www.icicibank.com
Contact Person: Varun Badai
SEBI Registration Number: INBI00000004

Self-Certified Syndicate Banks

The list of banks that have been notified by SEBI to act as the SCSBs for the ASBA process is provided on the website of SEBI at www.sebi.gov.in/sebiweb/other/OtherAction.do?doRecognisedFpi=yes&intmId=34 and updated from time to time. For a list of branches of the SCSBs named by the respective SCSBs to receive the ASBA Forms from the Designated Intermediaries, please refer to the above-mentioned link.

Registrar and Share Transfer Agents

The list of the RTAs eligible to accept ASBA Forms at the Designated RTA Locations, including details such as address, telephone number and e-mail address, is provided on the websites of the Stock Exchanges at www.bseindia.com/Static/PublicIssues/RtaDp.aspx and www.nseindia.com/products-services/initial-public-offerings-asba-procedures, respectively, as updated from time to time and on the website of SEBI at www.sebi.gov.in/sebiweb/other/OtherAction.do?doRecognisedFpi=yes&intmId=10, as updated from time to time.

Issue Schedule

Last Date for credit of Rights Entitlements	[●]
Issue Opening Date	[●]
Last date for On Market Renunciation of Rights Entitlements #	[●]
Issue Closing Date*	[●]
Finalization of Basis of Allotment (on or about)	[●]
Date of Allotment (on or about)	[●]
Date of credit of Rights Equity Shares (on or about)	[●]
Date of listing (on or about)	[●]

Eligible Equity Shareholders are requested to ensure that renunciation through off-market transfer is completed in such a manner that the Rights Entitlements are credited to the demat account of the Renouncee(s) on or prior to the Issue Closing Date.

* Our Board or the Securities Issuance Committee of the Board will have the right to extend the Issue Period as it may determine from time to time but not exceeding 30 days from the Issue Opening Date (inclusive of the Issue Opening Date). Further, no withdrawal of Application shall be permitted by any Applicant after the Issue Closing Date.

The above schedule is indicative and does not constitute any obligation on our Company.

Please note that if Eligible Equity Shareholders holding Equity Shares in physical form as on Record Date, have not provided the details of their demat accounts to our Company or to the Registrar, they are required to provide their valid and correct demat account details to our Company or the Registrar not later than two clear Working Days prior to the Issue Closing Date, i.e., [●], to enable the credit of the Rights Entitlements by way of transfer from the demat suspense escrow account to their respective demat accounts, at least one day before the Issue Closing Date, i.e., [●]. Such Eligible Equity Shareholders holding shares in physical form can update the details of their respective demat accounts on the website of the Registrar (i.e. <http://www.in.mpms.mufg.com/>). Such Eligible Equity Shareholders can make an Application only after the Rights Entitlements is credited to their respective demat accounts.

Investors are advised to ensure that the Application Forms duly complete in all respect and duly signed as per signature recorded with our Company or the Registrar are submitted on or before the Issue Closing Date. Our Company or the Registrar will not be liable for any loss on account of non-submission of Application Forms on or before the Issue Closing Date. Further, it is also encouraged that the applications are submitted well in advance before Issue Closing Date. For details on submitting Application Forms, see “*Terms of the Issue – Process of making an Application in the Issue*” on page 77.

The details of the Rights Entitlements with respect to each Eligible Equity Shareholders can be accessed by such respective Eligible Equity Shareholders on the website of the Registrar at (i.e. <http://www.in.mpms.mufg.com/>) after keying in their respective details along with other security control measures implemented thereat. For further details, see “*Terms of the Issue – Credit of Rights Entitlements in demat accounts of Eligible Equity Shareholders*” on page 87.

Please note that if no valid Application is made by the Eligible Equity Shareholders of Rights Entitlements on or before the Issue Closing Date, such Rights Entitlements shall lapse and shall be extinguished after the Issue Closing Date. No Rights Equity Shares for such lapsed Rights Entitlements will be credited, even if such Rights Entitlements were purchased from market and the purchaser will lose the premium paid to acquire the Rights Entitlements. Persons who are credited the Rights Entitlements are required to make an Application to apply for Rights Equity Shares offered under the Issue for subscribing to the Rights Equity Shares offered under the Issue.

Experts

Our Company has received written consent from the Statutory Auditors, namely Mukund M. Chitale & Co., through their letter dated November 25, 2025, to include their name in this Draft Letter of Offer, and as an “expert” as defined under Section 2(38) of the Companies Act, 2013 in respect of and inclusion of (i) the Fiscal 2025 Audited Consolidated Financial Statements and Fiscal 2025 Audited Standalone Financial Statements; (ii) the Limited Reviewed Financial Information for the six months ended September 30, 2025 and the report dated November 6, 2025 on the Limited Reviewed Financial Informations ; and (iii) their audit reports each dated May 8, 2025, in respect of the Fiscal 2025 Audited Consolidated Financial Statements and Fiscal 2025 Audited Standalone Financial Statements and such consent has not been withdrawn as of the date of this Draft Letter of Offer.

Our Company has received written consent dated November 25, 2025 from the Independent Chartered Accountant, S Ramanand Aiyar & Co, Chartered Accountants, to include its name in this Draft Letter of Offer, as an “expert” as defined under section 2(38) of the Companies Act, 2013 in respect of the statement of special tax benefits dated November 26, 2025 and the certificates issued by them in their capacity as an independent chartered accountant to our Company and such consent has not been withdrawn as on the date of this Draft Letter of Offer.

The term “expert” and “consent” does not represent an “expert” or “consent” within the meaning under the U.S. Securities Act.

Credit Rating

As the Issue is of Equity Shares, there is no credit rating required for the Issue.

Debenture Trustee

As the Issue is of Equity Shares, the appointment of a debenture trustee is not required.

Monitoring Agency

Our Company will appoint a monitoring agency to monitor the utilization of the Gross Proceeds in terms of Regulation 82 of the SEBI ICDR Regulations.

CARE Ratings Limited

4th Floor, Godrej Coliseum,
Somaiya Hospital Road, Off Eastern Express Highway,
Sion (East), Mumbai – 400 022, Maharashtra
Tel.: 022 6754 3456

E-mail: Maheshkumar.narhare@careedge.in

Contact person: Mr. MaheshKumar Narhare

Website: www.careratings.com

SEBI Registration No: IN/CRA/004/1999

Minimum Subscription

The objects of the Issue involves (i) repayment and / or prepayment of certain borrowings availed by our Company; (b) investment in our Joint Venture, Prolific Resolution Private Limited, for repayment/prepayment, in full or in part, of certain outstanding borrowings availed by Prolific Resolution Private Limited; and (iii) augmenting the working capital requirements of our Company.

Accordingly, pursuant to Regulation 86(1) of the SEBI ICDR Regulations, the requirement for minimum subscription of 90% of the Equity Shares offered in the Issue is not applicable.

Appraising Entity

None of the purposes for which the Net Proceeds are proposed to be utilised have been financially appraised by any banks or financial institution or any other independent agency.

Underwriting

The Issue is not underwritten.

Book Building Process

As the Issue is a rights issue, the Issue shall not be made through the book building process.

Filing

This Draft Letter of Offer is being filed with the Stock Exchanges as per the provisions of the SEBI ICDR Regulations. Further, the Letter of Offer will be filed with the Stock Exchanges, along with SEBI in accordance with SEBI ICDR Master Circular and other circulars issued by SEBI.

CAPITAL STRUCTURE

The share capital of our Company as at the date of this Draft Letter of Offer and the details of the Rights Equity Shares proposed to be issued in the Issue, and the issued, subscribed and paid-up share capital after the Issue is as set forth below:

(In ₹, except share data, or unless stated otherwise)

Particulars		Aggregate value at face value (except for securities premium account)
A	AUTHORIZED SHARE CAPITAL	
	Equity Share capital, comprising:	
	2,900,000,000 Equity Shares (of face value of ₹1 each)	2,90,00,00,000
	Preference Share capital, comprising:	
	10,000,000 Preference Shares (of face value of ₹10 each)	10,00,00,000
	Total	3,00,00,00,000
B	ISSUED, SUBSCRIBED AND PAID-UP SHARE CAPITAL BEFORE THE ISSUE	
	1,819,476,162 [#] Equity Shares (of face value of ₹1 each)	1,81,94,76,162
C	PRESENT ISSUE IN TERMS OF THIS DRAFT LETTER OF OFFER	
	Up to [●] Equity Shares aggregating up to ₹1000.00 crores ⁽¹⁾⁽²⁾⁽³⁾	[●]
D	ISSUED, SUBSCRIBED AND PAID-UP SHARE CAPITAL AFTER THE ISSUE	
	[●] Equity Shares ⁽²⁾⁽³⁾	[●]
E	SECURITIES PREMIUM ACCOUNT	
	Before the Issue ⁽⁴⁾	34,55,44,75,847
	After the Issue ⁽²⁾	[●]

[#] Excludes 13,225 Equity Shares, which were forfeited by our Company.

⁽¹⁾ The Issue has been authorised by the Board pursuant to a resolution dated May 8, 2025 and November 6, 2025 and the resolution passed by the Securities Issuance Committee of the Board held on November 26, 2025.

⁽²⁾ To be determined upon finalisation of the Issue Price. The securities premium account after the Issue is calculated on the basis of Proceeds. Adjustments do not include Issue related expenses.

⁽³⁾ Subject to finalisation of Allotment

⁽⁴⁾ As on the date of this Draft Letter of Offer.

Notes to the Capital Structure

- Shareholding pattern of our Company as per the last filing with the Stock Exchanges in compliance with the provisions of the SEBI Listing Regulations**
 - The shareholding pattern of our Company as on September 30, 2025, can be accessed on the website of BSE at <https://www.bseindia.com/stock-share-price/hindustan-construction-coltd/hcc/500185/shareholding-pattern/> and NSE at [https://www.nseindia.com/companies-listing/corporate-filings-shareholding-pattern?symbol=HCC&tabIndex=equity](https://www.nseindia.com/companies-listing/corporate-filings-shareholding-pattern?symbol=HCC&tabIndex=equity;);
 - The statement showing holding of Equity Shares of persons belonging to the category “Promoters and Promoter Group” including the details of lock-in, pledge of and encumbrance thereon, as on September 30, 2025 can be accessed on the website of BSE at <https://www.bseindia.com/corporates/shpPromoterNGroup.aspx?scripcd=500185&qtrid=127.00&QtrName=Sep-25> and NSE at <https://www.nseindia.com/companies-listing/corporate-filings-shareholding-pattern?symbol=HCC&tabIndex=equity>; and
 - The statement showing details of shareholders of our Company belonging to the category “Public” including Equity Shareholders holding more than 1% of the total number of Equity Shares as on September 30, 2025 as well as details of shares which remain unclaimed for public can be accessed on the website of BSE at <https://www.bseindia.com/corporates/shpPromoterNGroup.aspx?scripcd=500185&qtrid=127.00&QtrName=Sep-25> and NSE at <https://www.nseindia.com/companies-listing/corporate-filings-shareholding-pattern?symbol=HCC&tabIndex=equity>.
- No specified securities (Equity Shares or Preference Shares) have been acquired by our Promoters or members of our Promoter Group in the last one year immediately preceding the date of filing of this Draft Letter of Offer with the Stock Exchange.
- No Equity Shares have been issued by our Company for consideration other than cash, in the last one year immediately preceding the date of filing this Draft Letter of Offer with the Stock Exchanges.
- Except as disclosed below, there are no outstanding options or convertible securities, including any outstanding warrants or rights to convert debentures, loans or other instruments convertible into our Equity Shares as on the date of this Draft Letter of Offer:

a) HCC Employee Stock Option Scheme 2008

The HCC Employee Stock Option Scheme 2008 (“**ESOP Scheme**”) was adopted by our Company on December 10, 2007 and came into effect on April 25, 2008. The ESOP Scheme was subsequently amended on July 12, 2018.

The following table sets forth details in respect of the ESOP Scheme as on the date of this Draft Letter of Offer:

Particulars	Number of options
Total	87,47,510
Granted	81,66,768
Vested	80,73,831
Exercised	3,83,171
Cancelled	77,83,597
Total outstanding	83,64,339

b) Optionally Convertible Debentures (“OCDs”)

In 2012, our Company restructured its debt under a corporate debt restructuring mechanism. In 2016, our Company entered into a resolution plan framed and overseen by the Reserve Bank of India, pursuant to which the existing facilities of the Company were bifurcated into ‘Part A Debt’ and ‘Part B Debt’. The overall Part A Debt or sustainable debt comprised of fund based facilities amounting to ₹2,681 crore and non-fund based facilities amounting to ₹4,819 crore; and the overall Part B Debt or unsustainable debt comprised of a facility amounting to ₹2,426 crore, which was converted into 23,63,04,020 Equity Shares and 1,46,71,590 optionally convertible debentures (“**OCDs**”) of face value of ₹1,000 each of our Company, with the lenders being provided the option to convert the OCDs into Equity Shares for 18 months from the date of allotment.

The OCDs were issued to the lenders as part of the resolution plan with a tenure of 18 months and a coupon rate of 0.01% with an interest yield of 11.50% per annum in yield equalization, compounded on a quarterly basis. After the expiry of 18 months from the date of their issuance, the OCDs were to be converted into non-convertible debentures in case of non-occurrence of event of default as per the guidelines of the resolution plan. Pursuant to the exemptions provided by SEBI *vide* its letters dated May 4, 2018 and September 27, 2022, the tenure of the OCDs has been extended for a further 12 years beyond the statutorily prescribed period of 18 months till March 31, 2029. The lenders have an option to convert the OCDs into equity shares of the Company, in accordance with the terms thereof, including in case of any event of default or default in payment during the tenure.

As on the date of this Draft Letter of Offer, 65,07,147 OCDs aggregating to ₹650.71 crore are outstanding.

5. The ex-rights price of the Equity Shares as per Regulation 10(4)(b) of the SEBI Takeover Regulations is ₹[●] per Equity Share.
6. Our Company shall ensure that any transaction in the specified securities (Equity Shares or Preference Shares, as applicable) by our Promoters and members of our Promoter Group during the period between the date of filing this Draft Letter of Offer with the Stock Exchanges and the date of closure of the Issue shall be reported to the Stock Exchange within 24 hours of such transaction.
7. At any given time, there shall be only one denomination of the Equity Shares of our Company.
8. All Equity Shares are fully paid-up and there are no partly paid-up Equity Shares as on the date of this Draft Letter of Offer. The Rights Equity Shares, when issued, shall be fully paid-up. For further details on the terms of the Issue, please see “*Terms of the Issue*” on page 75.
9. **Details of the Equity Shareholders holding more than 1% of the paid-up and subscribed share capital of our Company**

The table below sets forth details of Equity Shareholders holding more than 1% of the paid-up and subscribed share capital of our Company, as of September 30, 2025:

Sr. No.	Name of the Equity Shareholders	Number of Equity Shares held	Percentage of Equity Shares held (%)
1	Hincon Holdings Ltd	21,63,72,356	11.89
2	Hincon Finance Limited	6,35,39,958	3.49
3	Canara Bank-Mumbai	2,92,97,546	1.61
4	Export- Import Bank of India	2,42,51,091	1.33
5	India Insight Value Fund	2,31,00,000	1.27
6	Maharani Holdings Private Limited	2,09,77,286	1.15
7	Vanguard Total International Stock Index Fund	2,07,36,387	1.14

Sr. No.	Name of the Equity Shareholders	Number of Equity Shares held	Percentage of Equity Shares held (%)
8	Vanguard Emerging Markets Stock Index Fund, A Series of Vanguard International Equity Index Funds	1,83,83,920	1.01

OBJECTS OF THE ISSUE

The Issue comprises of up to ₹1000.00 Rights Equity Shares of face value of ₹1 each for cash at a price of ₹[●] per Rights Equity Share (including a premium of ₹[●] per Rights Equity Share) aggregating up to ₹[●] crores. For further details, see “Summary of this Draft Letter of Offer” and “The Issue” on pages 14 and 42, respectively.

Our Company intends to utilise the Net Proceeds from the Issue towards funding of the following objects:

1. Repayment and/ or pre-payment, in full or in part, of certain outstanding borrowings availed by our Company;
2. Investment in our Joint Venture, Prolific Resolution Private Limited, for repayment/prepayment, in full or in part, of certain outstanding borrowings availed by Prolific Resolution Private Limited;
3. Augmenting the working capital requirements of our Company;
4. General Corporate Purposes*^

* The amount utilised for general corporate purposes does not exceed 25% of the Gross Proceeds.

^ Any excess or shortfall in the estimated expenses for the Issue shall be adjusted towards the General Corporate Purposes.

(collectively, referred to herein as the “Objects”)

In the event of a change in the Net Proceeds due to upward or downward revisions in Issue Size and / or in Issue Expenses, the amounts shown in the table above against the use of proceeds specified therein shall be modified basis the final Issue size in the Letter of Offer.

The main objects and objects incidental and ancillary to the main objects set out in our Memorandum of Association enables our Company to undertake: (i) our existing activities; (ii) the activities for which the funds are being raised by our Company through this Issue; and (iii) the activities towards which the loans proposed to be repaid/ prepaid in full or in part from the Net Proceeds were utilized and (iv) to undertake activities for which funds earmarked towards general corporate purposes shall be used.

Issue Proceeds

The details of the proceeds from the Issue are provided in the following table:

Particulars	Estimated amount (in ₹ crores)
Gross proceeds from the Issue*	Up to 1,000.00
(Less) Issue related expenses**	[●]
Net Proceeds**	[●]

* Assuming full subscription in the Issue. Subject to finalisation of Basis of Allotment.

** To be finalized upon determination of the Issue Price and updated in the Letter of Offer. See “ – Estimated Issue Related Expenses” on page 63.

Requirements of funds and utilization of Net Proceeds

The Net Proceeds are proposed to be utilized in accordance with the details provided in the following table:

Particulars	Estimated amount (in ₹ crores)
Repayment and/ or pre-payment, in full or in part, of certain outstanding borrowings availed by our Company	625.00
Investment in our Joint Venture, Prolific Resolution Private Limited, for repayment/prepayment, in full or in part, of certain outstanding borrowings availed by Prolific Resolution Private Limited**	200.00
Augmenting the working capital requirements of our Company	100.00
General corporate purposes*#	[●]
Net Proceeds#	[●]

* The amount utilised for general corporate purposes alone shall not exceed 25% of the Gross Proceeds.

Assuming full subscription in the Issue. Subject to finalisation of Basis of Allotment.

** Our Company had provided corporate guarantee to the lenders of Prolific Resolution Private Limited for 100% of the principal debt of ₹2854.40 crore, which has now reduced to 20% of the principal debt amounting to ₹570.88 crore. The above utilization is a condition subsequent as per lenders approval.

Pursuant to a resolution passed by the Securities Issuance Committee of the Board dated November 26, 2025, our Company has approved the utilization of the Net Proceeds for the Objects, in accordance with the schedule of deployment and implementation.

Proposed schedule of implementation and deployment of funds

The following table provides for the proposed deployment of funds, after deducting Issue related expenses:

Particulars	Amount proposed to be funded from Net Proceeds	Proposed schedule for deployment of Net Proceeds Fiscal 2026
Repayment and/ or pre-payment, in full or in part, of certain outstanding borrowings availed by our Company	625.00	625.00
Investment in our Joint Venture, Prolific Resolution Private Limited, for repayment/prepayment, in full or in part, of certain outstanding borrowings availed by Prolific Resolution Private Limited**	200.00	200.00
Augmenting the working capital requirements of our Company	100.00	100.00
General corporate purposes*#	•	•
Net Proceeds#	•	•

* The amount utilised for general corporate purposes alone shall not exceed 25% of the Gross Proceeds.

Assuming full subscription in the Issue. Subject to finalisation of Basis of Allotment and to be adjusted per the Rights Entitlement Ratio.

** Our Company had provided corporate guarantee to the lenders of Prolific Resolution Private Limited for 100% of the principal debt of ₹2854.40 crore, which has now reduced to 20% of the principal debt amounting to ₹570.88 crore. The above utilization is a condition subsequent as per lenders approval.

The funding requirements and deployment of the Net Proceeds as described herein are based on of various factors, our current business plan, management estimates, current circumstances of our business and other commercial and technical factors. However, such fund requirements and deployment of funds have not been appraised by any bank or financial institution. See “Risk Factors – 24.” on page 16. We may have to revise our funding requirements and deployment of the Net Proceeds from time to time on account of various factors, such as financial and market conditions, business and strategy, competitive environment and interest or exchange rate fluctuations, incremental preoperative expenses, taxes and duties, interest and finance charges, working capital margin, regulatory costs, and other external factors such as changes in the business environment or regulatory climate and interest or exchange rate fluctuations, which may not be within the control of our management. This may entail rescheduling the proposed utilisation of the Net Proceeds and changing the allocation of funds from its planned allocation at the discretion of our management, subject to compliance with applicable law. Subject to applicable law, if the actual utilisation towards the Objects is lower than the proposed deployment, such balance will be used for general corporate purposes to the extent that the total amount to be utilized towards general corporate purposes will not exceed 25% of the Gross Proceeds.

Our Board and/or the Securities Issuance Committee of the Board retains the right to change the above schedule of implementation and deployment of Net Proceeds, including the manner, method, and timing of deployment of the Net Proceeds, and/or change in our business requirements and other commercial considerations, subject to compliance with applicable laws.

Subject to applicable law, in case of a shortfall in raising requisite capital from the Net Proceeds or an increase in the total estimated cost of the Objects, business considerations may require us and/or Prolific Resolution Private Limited, to explore a range of options including utilising our internal accruals and seeking additional debt from existing and future lenders or reducing the limit of prepayment and/or repayment of borrowings which our Company / Prolific Resolution Private Limited, intends to from the Net Proceeds. We believe that such alternate arrangements would be available to fund any such shortfalls. Further, in case of variations in the actual utilisation of funds earmarked for the purposes set forth above, increased fund requirements for a particular purpose may be financed by surplus funds, if any, available in respect of the other purposes for which funds are being raised in the Issue. In the event that the estimated utilisation of the Net Proceeds in a scheduled Financial Year is not completely met, due to the reasons stated above, the same shall be utilised in the next Fiscal Year, as may be determined by our Company in accordance with applicable laws. If the actual utilisation towards any of the Objects is lower than the proposed deployment, such balance will be used towards general corporate purposes, to the extent that the total amount to be utilised towards general corporate purposes is within the permissible limits in accordance with the SEBI ICDR Regulations.

Our Company proposes to deploy the entire Net Proceeds towards the Objects stated above. If the Net Proceeds are not utilized (in full or in part) for the Objects for the period stated above due to any reason, including (i) the timing of completion of the Issue; (ii) market conditions outside the control of our Company; and (iii) any other economic, business and commercial considerations, the remaining Net Proceeds shall be utilized (in part or full) in subsequent periods in such manner as may be determined by our Company, in accordance with applicable laws. Further, our Company may also utilise any portion of or the entire Net Proceeds, towards the aforementioned Objects, ahead of the estimated schedule of deployment specified above.

Means of finance

Since our Company is not proposing to fund any specific project from the Net Proceeds, the requirement to make firm arrangements of finance through verifiable means towards 75% of the stated means of finance for such projects proposed to be funded from the Net Proceeds is not applicable.

Details of the Objects

The details in relation to the Objects of the Issue are set forth below:

1. Repayment and/ or pre-payment, in full or in part, of certain outstanding borrowings availed by our Company

Our Company, from time to time, avails loan facilities from banking and/ or financial institutions, for meeting liquidity requirements and for the purpose of growth of the Company. The borrowing arrangements entered into by us include *inter alia* working capital facilities, optionally convertible debentures, non-convertible debentures, external currency borrowings, and term loans. We propose to utilise a portion of the Net Proceeds aggregating up to ₹625.00 crore for repayment and / or pre-payment, in full or in part, of certain outstanding borrowings availed by our Company.

We believe that such repayment and/or pre-payment will help reduce our indebtedness and improve our profits on both a standalone and a consolidated basis by lowering the debt servicing costs, improving net debt-to-equity ratio and enabling utilization of our accruals for further investment in our business growth and expansion. Additionally, we believe that since our debt-equity ratio will improve, it will enable us to raise further resources at competitive rates in the future to fund potential business development opportunities to grow our business.

Details of utilization

The details of certain outstanding borrowings availed by our Company proposed for repayment and/or pre-payment, in full or in part, from the Net Proceeds are set forth below. Given the nature of these borrowings and the terms of repayment and/or pre-payment, the aggregate outstanding borrowing amounts may vary from time to time, however the aggregate amount to be utilised from the Net Proceeds towards repayment and/ or pre-payment of the borrowings in full or part, shall not exceed ₹625.00 crore:

Borrowings of our Company:

Name of Lender	Nature of borrowing facility	Date of Sanction Letter / Agreement	Principal amount outstanding as on September 30, 2025 (₹ crore)	Interest amount outstanding as on September 30, 2025 (₹ crore)	Total amount outstanding as on September 30, 2025 (₹ crore)	Interest rate as of September 30, 2025 (% p.a.)	Tenor	Prepayment Penalty	Purpose of Loan	Whether Loan was utilised for purpose for which it was availed
Bank of Baroda	OCDs	Agreement dated January 20, 2017, amended on March 29, 2018, and further amended on July 20, 2022	42.46	75.29	117.75	11.50%, compounding on a quarterly basis	Up to March 2029	Nil	Term loan/ working capital loan converted into OCDs, pursuant to S4A Scheme of RBI	Yes
Bank of Maharashtra	OCDs	Agreement dated January 20, 2017, amended on March 29, 2018, and further amended on July 20, 2022	6.03	10.69	16.72	11.50%, compounding on a quarterly basis	Up to March 2029	Nil	Term loan/ working capital loan converted into OCDs, pursuant to S4A Scheme of RBI	Yes
Canara Bank	OCDs	Agreement dated January 20, 2017, amended on March 29, 2018, and further amended on July 20, 2022	116.73	207.98	324.72	11.50%, compounding on a quarterly basis	Up to March 2029	Nil	Term loan/ working capital loan converted into OCDs, pursuant to S4A Scheme of RBI	Yes
Central Bank of India	OCDs	Agreement dated January 20, 2017, amended on March 29, 2018, and further amended on July 20, 2022	14.31	25.48	39.79	11.50%, compounding on a quarterly basis	Up to March 2029	Nil	Term loan/ working capital loan converted into OCDs, pursuant to S4A Scheme of RBI	Yes
DBS Bank India Limited	OCDs	Agreement dated January 20, 2017, amended on March 29, 2018, and further amended on July 20, 2022	8.03	14.31	22.34	11.50%, compounding on a quarterly basis	Up to March 2029	Nil	Term loan/ working capital loan converted into OCDs, pursuant to S4A Scheme of RBI	Yes
Federal Bank Limited	OCDs	Agreement dated January 20, 2017, amended on March 29, 2018, and further amended on July 20, 2022	14.40	25.56	39.96	11.50%, compounding on a quarterly basis	Up to March 2029	Nil	Term loan/ working capital loan converted into OCDs, pursuant to S4A Scheme of RBI	Yes
IDBI Bank Limited	OCDs	Agreement dated January 20, 2017, amended on March 29, 2018, and further amended on July 20, 2022	100.67	178.51	279.18	11.50%, compounding on a quarterly basis	Up to March 2029	Nil	Term loan/ working capital loan converted into OCDs, pursuant to S4A Scheme of RBI	Yes
IFCI Limited	OCDs	Agreement dated January 20, 2017, amended on March 29,	30.24	53.66	83.90	11.50%, compounding on a quarterly basis	Up to March 2029	Nil	Term loan/ working capital loan converted	Yes

Name of Lender	Nature of borrowing facility	Date of Sanction Letter / Agreement	Principal amount outstanding as on September 30, 2025 (₹ crore)	Interest amount outstanding as on September 30, 2025 (₹ crore)	Total amount outstanding as on September 30, 2025 (₹ crore)	Interest rate as of September 30, 2025 (% p.a.)	Tenor	Prepayment Penalty	Purpose of Loan	Whether Loan was utilised for purpose for which it was availed
		2018, and further amended on July 20, 2022							into OCDs, pursuant to S4A Scheme of RBI	
Indian Bank	OCDs	Agreement dated January 20, 2017, amended on March 29, 2018, and further amended on July 20, 2022	16.02	28.54	44.57	11.50%, compounding on a quarterly basis	Up to March 2029	Nil	Term loan/ working capital loan converted into OCDs, pursuant to S4A Scheme of RBI	Yes
Indian Overseas Bank	OCDs	Agreement dated January 20, 2017, amended on March 29, 2018, and further amended on July 20, 2022	16.73	29.73	46.46	11.50%, compounding on a quarterly basis	Up to March 2029	Nil	Term loan/ working capital loan converted into OCDs, pursuant to S4A Scheme of RBI	Yes
The Jammu & Kashmir Bank Limited	OCDs	Agreement dated January 20, 2017, amended on March 29, 2018, and further amended on July 20, 2022	24.44	43.53	67.97	11.50%, compounding on a quarterly basis	Up to March 2029	Nil	Term loan/ working capital loan converted into OCDs, pursuant to S4A Scheme of RBI	Yes
NABARD	OCDs	Agreement dated January 20, 2017, amended on March 29, 2018, and further amended on July 20, 2022	9.24	16.40	25.65	11.50%, compounding on a quarterly basis	Up to March 2029	Nil	Term loan/ working capital loan converted into OCDs, pursuant to S4A Scheme of RBI	Yes
Punjab National Bank	OCDs	Agreement dated January 20, 2017, amended on March 29, 2018, and further amended on July 20, 2022	147.72	261.76	409.48	11.50%, compounding on a quarterly basis	Up to March 2029	Nil	Term loan/ working capital loan converted into OCDs, pursuant to S4A Scheme of RBI	Yes
SREI Equipment Finance Limited	OCDs	Agreement dated January 20, 2017, amended on March 29, 2018, and further amended on July 20, 2022	23.84	42.86	66.70	11.50%, compounding on a quarterly basis	Up to March 2029	Nil	Term loan/ working capital loan converted into OCDs, pursuant to S4A Scheme of RBI	Yes
Standard Chartered Bank	OCDs	Agreement dated January 20, 2017, amended on March 29, 2018, and further amended on July 20, 2022	1.47	2.49	3.96	11.50%, compounding on a quarterly basis	Up to March 2029	Nil	Term loan/ working capital loan converted into OCDs, pursuant to S4A Scheme of RBI	Yes

Name of Lender	Nature of borrowing facility	Date of Sanction Letter / Agreement	Principal amount outstanding as on September 30, 2025 (₹ crore)	Interest amount outstanding as on September 30, 2025 (₹ crore)	Total amount outstanding as on September 30, 2025 (₹ crore)	Interest rate as of September 30, 2025 (% p.a.)	Tenor	Prepayment Penalty	Purpose of Loan	Whether Loan was utilised for purpose for which it was availed
State Bank of India	OCDs	Agreement dated January 20, 2017, amended on March 29, 2018, and further amended on July 20, 2022	53.32	94.70	148.02	11.50%, compounding on a quarterly basis	Up to March 2029	Nil	Term loan/ working capital loan converted into OCDs, pursuant to S4A Scheme of RBI	Yes
Union Bank of India	OCDs	Agreement dated January 20, 2017, amended on March 29, 2018, and further amended on July 20, 2022	25.07	44.49	69.56	11.50%, compounding on a quarterly basis	Up to March 2029	Nil	Term loan/ working capital loan converted into OCDs, pursuant to S4A Scheme of RBI	Yes
Life Insurance Corporation of India	NCDs	Agreement dated July 20, 2022, and debenture trust deed dated August 10, 2022	65.40	28.24	93.64	11.50%, compounding on a quarterly basis	Up to March 2029	Nil	NCDs were issued pursuant to a resolution plan entered into by our Company with certain of its lenders	Yes
ARCIL	NCDs	Agreement dated July 20, 2022, and debenture trust deed dated August 10, 2022	161.20	150.31	311.51	9.50%, compounding on a quarterly basis	Up to March 2029	Nil	NCDs were issued against corporate guarantee provided by our Company towards a liability of an erstwhile subsidiary	Yes
ACRE	NCDs	Agreement dated July 20, 2022, and debenture trust deed dated August 10, 2022	240.30	222.54	462.84	9.50%, compounding on a quarterly basis	63% up to March 2026, and 37% up to June 2029	Nil	NCDs were issued against corporate guarantee provided by our Company towards a liability of an erstwhile subsidiary	Yes
Karnataka Bank	NCDs	Agreement dated July 20, 2022, and debenture trust deed dated August 10, 2022	1.50	1.58	3.08	9.50%, compounding on a quarterly basis	Up to March 2026	Nil	NCDs were issued against corporate guarantee provided by our Company towards a liability of an erstwhile subsidiary	Yes
Bank of Baroda	NCDs	Agreement dated July 20, 2022, and debenture trust deed dated August 10, 2022	14.40	13.56	27.96	9.50%, compounding on a quarterly basis	Up to June 2031,	Nil	NCDs were issued against corporate guarantee provided by our Company towards a	Yes

Name of Lender	Nature of borrowing facility	Date of Sanction Letter / Agreement	Principal amount outstanding as on September 30, 2025 (₹ crore)	Interest amount outstanding as on September 30, 2025 (₹ crore)	Total amount outstanding as on September 30, 2025 (₹ crore)	Interest rate as of September 30, 2025 (% p.a.)	Tenor	Prepayment Penalty	Purpose of Loan	Whether Loan was utilised for purpose for which it was availed
							starting from June 2029		liability of an erstwhile subsidiary	
Central Bank of India	NCDs	Agreement dated July 20, 2022, and debenture trust deed dated August 10, 2022	31.50	29.42	60.92	9.50%, compounding on a quarterly basis	Up to June 2031, starting from June 2029	Nil	NCDs were issued against corporate guarantee provided by our Company towards a liability of an erstwhile subsidiary	Yes
Punjab National Bank	NCDs	Agreement dated July 20, 2022, and debenture trust deed dated August 10, 2022	69.30	64.49	133.79	9.50%, compounding on a quarterly basis	Up to June 2031, starting from June 2029	Nil	NCDs were issued against corporate guarantee provided by our Company towards a liability of an erstwhile subsidiary	Yes
Union Bank of India	NCDs	Agreement dated July 20, 2022, and debenture trust deed dated August 10, 2022	32.10	28.07	60.17	9.50%, compounding on a quarterly basis	Up to June 2031, starting from June 2029	Nil	NCDs were issued against corporate guarantee provided by our Company towards a liability of an erstwhile subsidiary	Yes
State Bank of India	NCDs	Agreement dated July 20, 2022, and debenture trust deed dated August 10, 2022	37.80	35.23	73.03	9.50%, compounding on a quarterly basis	Up to June 2031, starting from June 2029	Nil	NCDs were issued against corporate guarantee provided by our Company towards a liability of an erstwhile subsidiary	Yes
AOML	ECB	Sanction letter/ agreement dated September 8, 2009, amended on June 1, 2010, further amended on March 27, 2013, further amended on September 2, 2022, and further amended on February 14, 2024	54.81	26.70	81.51	3.50% + 3M SOFR	Up to March 2029	Nil	For purchase of machinery and equipment	Yes

Name of Lender	Nature of borrowing facility	Date of Sanction Letter / Agreement	Principal amount outstanding as on September 30, 2025 (₹ crore)	Interest amount outstanding as on September 30, 2025 (₹ crore)	Total amount outstanding as on September 30, 2025 (₹ crore)	Interest rate as of September 30, 2025 (% p.a.)	Tenor	Prepayment Penalty	Purpose of Loan	Whether Loan was utilised for purpose for which it was availed
US EXIM	ECB	Amended agreement dated August 10, 2021	23.58	13.15	36.73		Up to December 2030, starting from December 2028	Nil	For purchase of machinery and equipment	Yes

Note

- 1) Interest outstanding / accrued yield as on September 30, 2025 is subject to reconciliation with the respective lenders;
- 2) As certified by S Ramanand Aiyar & Co., independent chartered account, vide certificate dated November 26, 2025.

2. Investment in our Joint Venture, Prolific Resolution Private Limited, for repayment/prepayment, in full or in part, of certain outstanding borrowings availed by Prolific Resolution Private Limited (“Prolific JV”)

Our Joint Venture, Prolific Resolution Private Limited has entered into various borrowings arrangements with banks and financial institutions, primarily in the nature of non-convertible debentures, in the ordinary course of business.

Our Company intends to utilize an aggregate amount of ₹200.00 crore from the Net Proceeds through investment in Prolific Resolution Private Limited, towards full or partial repayment/prepayment of all or a portion of certain borrowings availed by Prolific Resolution Private Limited, including for payment of any pre-payment penalties and accrued interest thereon. The repayment/prepayment, will help reduce, among others, our outstanding indebtedness, and enable utilisation of some additional amount from our internal accruals for further investment in business growth and expansion.

Our Company had issued a corporate guarantee for the total debt of ₹2,854.40 crore carved out to Prolific Resolution Private Limited. Such debt carved out included devolved non-fund based facilities, interest overdues and unpaid bank guarantee commissions till the date of implementation of the Resolution Plan. Such corporate guarantee is towards 20% of the principal debt amounting to ₹570.88 crore of Prolific JV. Pursuant to a Resolution Plan implemented by our Company in Fiscal 2023, certain assets and debt liabilities were carved out to the Prolific JV which was initially supported by our Company’s corporate guarantee covering 100% of the principal debt in Prolific JV. Subsequently, the lenders of the Prolific JV approved a reduction in the said corporate guarantee of our Company from 100% to 20% of the total principal debt. Pursuant to the reduction of the said corporate guarantee to 20% of the principal debt, the Company agreed to make a prepayment of ₹400 crore to the lenders of Prolific JV from the funds raised through capital market transactions. Our Company proposes to utilize ₹200 crore for prepayments / repayments from the Issue.

The mode of investment Prolific JV from the Net Proceeds in order for it to repay/ pre-pay, in full or in part of its borrowings shall be through debt i.e. through the inter corporate deposits to be provided by our Company or in any other manner as may be mutually decided in accordance with applicable law. Our Company has entered into a loan agreement dated November 19, 2025, with Prolific Resolution Private Limited for extending a loan of up to ₹400 crores in one or more tranches (“**Loan**”) to Prolific Resolution Private Limited. The Loan carries an interest rate of 12% per annum and is payable after the existing debt from external borrowers is fully paid off (after September 2030 or on or before November 18, 2030 i.e. 5 years from the date of the loan agreement). The JV company has an option to prepay the Loan provided the existing lenders loans are paid in full.

Set out below are the borrowings availed by Prolific Resolution Private Limited as on September 30, 2025:

Name of Lender	Nature of borrowing facility	Date of Sanction Letter / Agreement	Amount outstanding as on September 30, 2025 (₹ crore)	Accrued yield as on September 30, 2025 (₹ crore)	Total borrowing as on September 30, 2025 (₹ crore)	Interest rate (% p.a.)	Tenor	Prepayment Penalty	Purpose of Loan	Whether Loan was utilised for purpose for which it was availed
Bank of Baroda	NCDs	Debenture trust deed dated August 10, 2022	141.10	58.78	199.88	12.00%	From September 30, 2026 to September 30, 2030	Nil	NCDs were issued against the debt of our Company, carved out pursuant to a resolution plan, entered into by our Company with certain of its lenders	Yes
Bank of Maharashtra	NCDs	Debenture trust deed dated August 10, 2022	29.20	12.16	41.36	12.00%	From September 30, 2026 to September 30, 2030	Nil	NCDs were issued against the debt of our Company, carved out pursuant to a resolution plan, entered into by our Company with certain of its lenders	Yes
Canara Bank	NCDs	Debenture trust deed dated August 10, 2022	342.90	142.85	485.75	12.00%	From September 30, 2026 to September 30, 2030	Nil	NCDs were issued against the debt of our Company, carved out pursuant to a resolution plan, entered into by our Company with certain of its lenders	Yes
Central Bank of India	NCDs	Debenture trust deed dated August 10, 2022	24.70	10.29	34.99	12.00%	From September 30, 2026 to September 30, 2030	Nil	NCDs were issued against the debt of our Company, carved out pursuant to a resolution plan, entered into by our Company with certain of its lenders	Yes
DBS Bank India Limited	NCDs	Debenture trust deed dated August 10, 2022	31.90	13.29	45.19	12.00%	From September 30, 2026 to September 30, 2030	Nil	NCDs were issued against the debt of our Company, carved out pursuant to a resolution plan, entered into by our Company with certain of its lenders	Yes

Name of Lender	Nature of borrowing facility	Date of Sanction Letter / Agreement	Amount outstanding as on September 30, 2025 (₹ crore)	Accrued yield as on September 30, 2025 (₹ crore)	Total borrowing as on September 30, 2025 (₹ crore)	Interest rate (% p.a.)	Tenor	Prepayment Penalty	Purpose of Loan	Whether Loan was utilised for purpose for which it was availed
EXIM Bank of India	NCDs	Debenture trust deed dated August 10, 2022	7.90	3.29	11.19	12.00%	From September 30, 2026 to September 30, 2030	Nil	NCDs were issued against the debt of our Company, carved out pursuant to a resolution plan, entered into by our Company with certain of its lenders	Yes
Federal Bank Limited	NCDs	Debenture trust deed dated August 10, 2022	40.60	16.91	57.51	12.00%	From September 30, 2026 to September 30, 2030	Nil	NCDs were issued against the debt of our Company, carved out pursuant to a resolution plan, entered into by our Company with certain of its lenders	Yes
ICICI Bank Limited	NCDs	Debenture trust deed dated August 10, 2022	296.50	123.52	420.02	12.00%	From September 30, 2026 to September 30, 2030	Nil	NCDs were issued against the debt of our Company, carved out pursuant to a resolution plan, entered into by our Company with certain of its lenders	Yes
IDBI Bank Limited	NCDs	Debenture trust deed dated August 10, 2022	189.70	79.03	268.73	12.00%	From September 30, 2026 to September 30, 2030	Nil	NCDs were issued against the debt of our Company, carved out pursuant to a resolution plan, entered into by our Company with certain of its lenders	Yes
IFCI Limited	NCDs	Debenture trust deed dated August 10, 2022	68.90	28.70	97.60	12.00%	From September 30, 2026 to September 30, 2030	Nil	NCDs were issued against the debt of our Company, carved out pursuant to a resolution plan, entered into by our Company with certain of its lenders	Yes

Name of Lender	Nature of borrowing facility	Date of Sanction Letter / Agreement	Amount outstanding as on September 30, 2025 (₹ crore)	Accrued yield as on September 30, 2025 (₹ crore)	Total borrowing as on September 30, 2025 (₹ crore)	Interest rate (% p.a.)	Tenor	Prepayment Penalty	Purpose of Loan	Whether Loan was utilised for purpose for which it was availed
Indian Bank	NCDs	Debenture trust deed dated August 10, 2022	73.20	30.49	103.69	12.00%	From September 30, 2026 to September 30, 2030	Nil	NCDs were issued against the debt of our Company, carved out pursuant to a resolution plan, entered into by our Company with certain of its lenders	Yes
Indian Overseas Bank	NCDs	Debenture trust deed dated August 10, 2022	38.50	16.04	54.54	12.00%	From September 30, 2026 to September 30, 2030	Nil	NCDs were issued against the debt of our Company, carved out pursuant to a resolution plan, entered into by our Company with certain of its lenders	Yes
The Jammu & Kashmir Bank	NCDs	Debenture trust deed dated August 10, 2022	143.60	59.82	203.42	12.00%	From September 30, 2026 to September 30, 2030	Nil	NCDs were issued against the debt of our Company, carved out pursuant to a resolution plan, entered into by our Company with certain of its lenders	Yes
NABARD	NCDs	Debenture trust deed dated August 10, 2022	17.50	7.29	24.79	12.00%	From September 30, 2026 to September 30, 2030	Nil	NCDs were issued against the debt of our Company, carved out pursuant to a resolution plan, entered into by our Company with certain of its lenders	Yes
Punjab National Bank	NCDs	Debenture trust deed dated August 10, 2022	745.20	310.44	1,055.64	12.00%	From September 30, 2026 to September 30, 2030	Nil	NCDs were issued against the debt of our Company, carved out pursuant to a resolution plan, entered into by our Company with certain of its lenders	Yes

Name of Lender	Nature of borrowing facility	Date of Sanction Letter / Agreement	Amount outstanding as on September 30, 2025 (₹ crore)	Accrued yield as on September 30, 2025 (₹ crore)	Total borrowing as on September 30, 2025 (₹ crore)	Interest rate (% p.a.)	Tenor	Prepayment Penalty	Purpose of Loan	Whether Loan was utilised for purpose for which it was availed
SREI Equipment Finance Limited	NCDs	Debenture trust deed dated August 10, 2022	69.70	29.04	98.74	12.00%	From September 30, 2026 to September 30, 2030	Nil	NCDs were issued against the debt of our Company, carved out pursuant to a resolution plan, entered into by our Company with certain of its lenders	Yes
State Bank of India	NCDs	Debenture trust deed dated August 10, 2022	458.60	191.04	649.64	12.00%	From September 30, 2026 to September 30, 2030	Nil	NCDs were issued against the debt of our Company, carved out pursuant to a resolution plan, entered into by our Company with certain of its lenders	Yes
Union Bank of India	NCDs	Debenture trust deed dated August 10, 2022	134.70	56.11	190.81	12.00%	From September 30, 2026 to September 30, 2030	Nil	NCDs were issued against the debt of our Company, carved out pursuant to a resolution plan, entered into by our Company with certain of its lenders	Yes

Note:

- 1) Accrued Yield as on September 30, 2025 is subject to reconciliation with the respective lenders:
- 2) As certified by S Ramanand Aiyar & Co ., independent chartered account, vide certificate dated November 26, 2025.

3. Augmenting our working capital

We propose to utilize up to ₹100.00 crore from the Net Proceeds to fund the working capital requirements of our Company. We have working capital requirements in the ordinary course of business, which we typically fund through internal accruals. As at March 31, 2025, the aggregate amounts outstanding under the fund based and non-fund based working capital facilities of the Company are Nil and ₹2,561.85 crore, respectively, as against the aggregate sanctioned amount of ₹3,697.38 crore. Additionally, our Company has also availed certain bank guarantee facilities from its lenders, and the outstanding amount thereof as on March 31, 2025, was ₹2,892.93 crore, as against the aggregate sanctioned amount of ₹3,615.90 crore. Our Company requires additional working capital for funding future growth requirements of our Company and for other strategic, business, and corporate purposes.

Basis for estimation of working capital requirement

Set forth below is the working capital of our Company, on a standalone basis, based on the audited financial statements, as of, and for the six-month ended September 30, 2025 and for the financial years ended March 31, 2025, March 31, 2024:

All figures in ₹ crore

Particulars	As on September 30, 2025	As on March 31, 2025	As on March 31, 2024
I. Current Assets			
1. Raw material (inventories)	144.62	123.62	126.39
2. Unbilled Work-in-progress	2297.88	2144.85	2,069.17
3. Trade receivables	1882.17	2365.71	1,852.73
4. Cash and bank balances	473.17	667.8	284.27
5. Other current assets, other current financial assets and current investment	461.36	559.93	352.30
Total Current Assets (A)	5,259.20	5,861.91	4,684.86
II. Current Liabilities			
1. Trade payables	2211.31	2061.41	1,796.27
2. Other current liabilities, financial liabilities and provisions	2417.11	2414.14	2,445.75
Total Current Liabilities (B)	4,628.42	4,475.55	4,242.02
III. Total Working Capital Requirements			
Total Current Assets (A) less Total Current Liabilities (B)	630.78	1,386.36	442.84
IV. Funding Pattern			
Working capital funding from banks	-	-	-
Internal accruals/ other sources	630.78	1386.36	442.84

Assumptions for working capital requirements.

The following table sets forth the details of the holding period for the six months period ended September 30, 2025 and for the financial years ended March 31, 2025 and March 31, 2024 which has been computed based on the audited financial statements for the financial years ended March 31, 2025, March 31, 2024 respectively and the unaudited financial statements for the six-month period ended September 30, 2025.

Holding levels and justifications for holding period levels

The table below contains the details of the holding levels (days) considered:

S. No.	Particulars	As of September 30, 2025	As of March 31, 2025	As of March 31, 2024
1	Raw material (inventories)	99	81	63
2	Unbilled work-in-progress	200	160	143
3	Debtors	191	160	141
4	Creditors	228	182	153

Note:

1. Raw material days: Average of Raw Material for the current and previous period / Total Direct Cost for the current period * 365
2. Work in progress days: Average of work in progress for the current and previous period / Total Direct Cost for the current period * 365
3. Finished Goods days: Average of finished goods for the current and previous period / Total Direct Cost for the current period * 365.

On the basis of existing working capital requirement and holding levels for the six months ended September 30, 2025 and for the financial years ended March 31, 2025 and March 31, 2024, the Company has, projected total working capital requirements for Fiscal 2026 and Fiscal 2027 as ₹1,023.30 crore and ₹1,594.35 crore respectively. Accordingly, our Company proposes to utilize ₹100 crore of the Net proceeds in Fiscal 2026 towards our estimated working capital

requirements. The balance portion of our working capital requirement shall be met from internal accruals, working capital facilities and other sources. As stated earlier, any unutilized working capital amount projected above would be utilized in the subsequent periods.

4. General Corporate Purposes

Our Company proposes to deploy the balance Net Proceeds, aggregating to ₹[●], towards general corporate purposes as approved by our management from time to time, subject to such utilisation not exceeding 25% of the Gross Proceeds, in compliance with applicable laws. The general corporate purposes for which our Company proposes to utilise Net Proceeds include, without limitation, funding growth opportunities, meeting ongoing general corporate exigencies and contingencies, expenses of our Company, and/or any other general purposes, as may be permissible under applicable laws, including provisions of the Companies Act.

Estimated Issue Expenses

The estimated Issue related expenses are set out below:

Activity	Estimated amount	Percentage of the total estimated Issue Expenses	Percentage of the total Issue Size
	(in ₹ crores)	(%)	(%)
Fees payable to regulators, including Stock Exchanges, SEBI, depositories and other statutory fee	[●]	[●]	[●]
Fees payable to the legal advisors and other professional service providers	[●]	[●]	[●]
Fees payable to the Registrar to the Issue	[●]	[●]	[●]
Printing and stationery, distribution, postage, etc.	[●]	[●]	[●]
Advertising, marketing expenses and shareholder outreach expenses	[●]	[●]	[●]
Other expenses (including miscellaneous expenses and stamp duty)	[●]	[●]	[●]
Total estimated Issue Expenses*	[●]	[●]	[●]

* Amount will be finalized at the time of filing of the Letter of Offer and determination of Issue Price other details.

Interim use of the Net Proceeds

Our Company shall deposit the Net Proceeds, pending utilisation of the Net Proceeds for the purposes described above, by depositing the same with scheduled commercial banks included in the second schedule of Reserve Bank of India Act, 1934.

Appraising entity

None of the objects of the Issue for which the Net Proceeds will be utilised has been appraised by any bank, financial institution or any other external agency.

Bridge financing facilities

Our Company has not raised any bridge loans from any bank or financial institution as of the date of this Draft Letter of Offer, which are proposed to be repaid from the Net Proceeds.

Monitoring of utilization of funds

Our Company shall appoint a Monitoring Agency for the Issue prior to the filing of the Letter of Offer. Our Board and the Monitoring Agency shall monitor the utilization of the Gross Proceeds and the Monitoring Agency shall submit a report to our Board as required under Regulation 82 of the SEBI ICDR Regulations. Our Company will disclose the utilization of the Gross Proceeds under a separate head in our balance sheet along with the relevant details, for all such amounts that have not been utilized. Our Company will indicate instances, if any, of unutilized Gross Proceeds in the balance sheet of our Company for the relevant Financial Years subsequent to receipt of listing and trading approvals from the Stock Exchanges.

Pursuant to Regulation 32(3) of the SEBI Listing Regulations, our Company shall, on a quarterly basis, disclose to the Audit Committee the uses and applications of the Gross Proceeds. Further, pursuant to Regulation 32(5) of the SEBI Listing Regulations, our Company shall, on an annual basis, prepare a statement of funds utilised for purposes other than those stated in this Draft Letter of Offer and place it before the Audit Committee and make other disclosures as may be required until such time as the Net Proceeds remain unutilised. Such disclosure shall be made only until such time that all the Gross Proceeds have been utilised in full. The statement shall be certified by the Statutory Auditor(s) of our Company or Internal Auditors, which shall be submitted by our Company with the Monitoring Agency. Furthermore, in accordance with Regulation 32(1) of the SEBI Listing Regulations, our Company shall furnish to the Stock Exchanges on a quarterly basis, a statement indicating (i) deviations, if any, in the actual utilisation of the proceeds of the Issue from the objects of the Issue as stated above; and (ii) details of category wise variations in the actual utilisation of the proceeds of the Issue from the objects of the Issue as stated above. This information will also be published on our website and explanation for such variation (if any) will be included in our Directors' report, after placing it before the Audit Committee.

STATEMENT OF SPECIAL TAX BENEFITS

To,

Hindustan Construction Company Limited

Hincon House,
Lal Bahadur Shastri Marg,
Vikhroli (West),
Mumbai 400 083
Maharashtra, India

Dear Sir/Ma'am,

Subject: Proposed rights issue of equity shares of face value of Rs. 1 each ("Equity Shares") by Hindustan Construction Company Limited (the "Company", and such rights issue, the "Issue")

1. We hereby confirm that the enclosed statement (Annexure A), prepared by the Company provides the possible special tax benefits available to the Company and to the shareholders of the Company under the Income-tax Act, 1961 (read with Income Tax Rules, regulations, circulars, notifications) as amended from time to time (hereinafter referred to as "**IT Act**"), as applicable to financial year 2025-2026 relevant to the assessment year 2026-2027, presently in force in India.
2. Several of these benefits are dependent on the Company or its shareholders fulfilling the conditions prescribed under the relevant provisions of the Act. Hence, the ability of the Company and / or its shareholders to derive the tax benefits is dependent upon their fulfilling such conditions which, based on business imperatives the Company faces in the future, the Company or its shareholders may or may not choose to fulfil.
3. The benefits discussed in the enclosed statement are not exhaustive and the preparation of the contents stated is the responsibility of the Company's management. We are informed that this statement is only intended to provide general information to the investors and is neither designed nor intended to be a substitute for professional tax advice. In view of the individual nature of the tax consequences and the changing tax laws, each investor is advised to consult his or her own tax consultant with respect to the specific tax implications arising out of their participation in the Issue.
4. We do not express any opinion or provide any assurance as to whether:
 - a. the Company or its shareholders will continue to obtain these benefits in future;
 - b. the conditions prescribed for availing the benefits have been / would be met with; and
 - c. the revenue authorities/courts will concur with the views expressed herein.
5. The contents of the enclosed statement are based on information, explanations and representations obtained from the Company and on the basis of their understanding of the business activities and operations of the Company.

For: S Ramanand Aiyar & Co
Chartered Accountants
Firm Registration Number: 000990N

Partner: Binod C Maharana
Membership Number: 056373
Place: Mumbai
Date: November 26, 2025
UDIN: 25056373BMIAYT5697

Annexure A

Statement of Special Tax Benefits available to the Company, its material subsidiary and Shareholders

There are no special tax benefits available to the Company, its material subsidiaries and its Shareholders under Tax Laws.

SECTION IV: ABOUT OUR COMPANY

OUR MANAGEMENT

Board of Directors

The composition of the Board is governed and in conformity with by the provisions of the Companies Act, 2013, the rules prescribed thereunder, the SEBI Listing Regulations and the Articles of Association. In accordance with the Articles of Association, unless otherwise determined by our Company in general meeting, our Company shall not have less than three Directors and not more than fifteen Directors.

Pursuant to the provisions of the Companies Act, 2013, at least two-thirds of the total number of Directors, excluding the Independent Directors, are liable to retire by rotation, with one-third of such number retiring at each AGM. A retiring Director is eligible for re-appointment. Further, pursuant to the Companies Act, 2013, the Independent Directors may be appointed for a maximum of two consecutive terms of up to five consecutive years each and thereafter have a cooling off period of three years prior to being eligible for re-appointment. Any re-appointment of Independent Directors shall be on the basis of, *inter alia*, the performance evaluation report and approval by the shareholders of our Company, by way of a special resolution.

As on the date of this Draft Letter of Offer, our Company has eight Directors, comprising one Non-Executive Chairman, one Vice Chairman and Managing Director, one Non-Executive Non-Independent Director, one Non-Executive Nominee Director and four Independent Directors, inclusive of one-woman Independent Director. The Chairman is a Non-Executive Non-Independent Director.

The following table provides details regarding our Board as of the date of filing this Draft Letter of Offer:

Name, Address, Designation, Occupation, Date of expiration of the current term, DIN and Date of birth	Age (in years)	Designation
Ajit Gulabchand Address: 94, NCPA Apartment, 1, Sir Dorabji Tata Road, Nariman Point, Mumbai 400 021, Maharashtra, India Occupation: Business Date of expiration of the current term: Not liable to retire by rotation DIN: 00010827 Date of birth: June 28, 1948	77	Chairman, Non-Executive Non-Independent Director
Arjun Dhawan Address: 5B Rizvi Park, 5A Altamount Road, Mumbai 400 026, Maharashtra, India Occupation: Service Date of expiration of the current term: June 25, 2030 DIN: 01778379 Date of birth: July 19, 1976	49	Vice Chairman & Managing Director
Santosh Janakiram Address: A-11, Paradise Apartments, Nepean Sea Road, Cumballa Hill, Mumbai 400 026, Maharashtra, India Occupation: Lawyer Date of expiration of the current term: September 28, 2027 DIN: 06801226 Date of birth: August 22, 1978	47	Non-Executive Independent Director
Mahendra Singh Mehta Address: 1701, Raheja Excelsior, Pandit Madan Mohan Malviya Marg, Near Sobo Mall, Tardeo, Tulsiwadi, Mumbai 400 034, Maharashtra, India Occupation: Retired	69	Non-Executive Independent Director

Name, Address, Designation, Occupation, Date of expiration of the current term, DIN and Date of birth	Age (in years)	Designation
Date of expiration of the current term: September 28, 2027 DIN: 00019566 Date of birth: December 9, 1955		
Dr. Mita Dixit Address: B 1303, Laxmi Chhaya CHS LTD, Babhai Naka, Opp. UCO Bank, Jn of L.T. Road & Borivali (West), Mumbai 400 092, Maharashtra, India Occupation: Business Date of expiration of the current term: August 29, 2028 DIN: 08198165 Date of birth: February 16, 1965	60	Non-Executive Independent Director
Mukul Sarkar Address: Flat no. 1604, Wallace Apartments-1, Sleater Road, Grant Road West, Mumbai 400 007, Maharashtra, India Occupation: Service Date of expiration of the current term: Not Applicable DIN: 00893700 Date of birth: June 1, 1967	58	Non-Executive- Director* Nominee
Aditya Pratap Jain Address: Flat no. 2205, Sea Flama, Dosti Flamingoes, T.J. Road, Near Sewri Naka, Sewri (W), Mumbai – 400 015, Maharashtra, India Occupation: Service Date of expiration of the current term: Liable to retire by rotation DIN: 08115375 Date of birth: June 22, 1962	63	Non-Executive- Non-Independent Director
Ramesh Subramanyam Address: 1401, T6, Crescent Bay, Jerbai Wadia Road, Parel, Mumbai-400012, Maharashtra, India Occupation: Service Date of expiration of the current term: December 15, 2029 DIN: 02421481 Date of birth: June 27, 1969	56	Non-Executive- Independent Director

* Nominee of Export Import Bank of India

Details of Key Managerial Personnel and members of the Senior Management

S. No.	Particulars	Designation
Key Managerial Personnel		
1.	Rahul Shukla	Chief Financial Officer
2.	Nitesh Kumar Jha	Company Secretary
Members of the Senior Management (excluding Key Managerial Personnel)		
1.	Santosh Rai	Operations Director and Chief Business Officer (CBO)
2.	Praveen Shettigar	Chief Technology Officer & Head-Tendering
3.	Jyotirmoy Banerjee	Chief Human Resources Officer
4.	Gurudas Naik	Executive Vice President – Contracts

S. No.	Particulars	Designation
5.	Siddhesh Redkar	Vice President – Legal & General Counsel
6.	Sanjay Dave	Senior Vice President – Hydro Electric Projects
7.	Vivek Shenoy	Vice President – Project Monitoring and Controls
8.	Mohammad Azharuddin	Head – Procurement and Sub-Contracts
9.	Dayanand Samuel	Vice President – Nuclear Thermal and Special Projects
10.	Arup Dutta	Vice President – Equipment
11.	Manmeet Basson	Operations Director - Hydro

SECTION V: FINANCIAL STATEMENTS

FINANCIAL INFORMATION OF THE ISSUER

The following numbers have been derived from the Fiscal 2025 Audited Consolidated Financial Statements, as disclosed to the Stock Exchanges, along with a comparative period for Fiscal 2024:

(₹ in crores, except per share data)

Particulars	For the year ended / as at March 31, 2025	For the year ended/as at March 31, 2024
Total income from operations ⁽¹⁾	5,603.37	7,006.71
Net profit/loss before tax and extraordinary items	523.16	777.63
Net profit/loss after tax and extraordinary items	112.63	478.16
Equity share capital	181.94	151.31
Reserves and surplus	723.76	-319.79
Net worth ⁽²⁾	866.00	-208.18
Basic Earnings per share (of ₹1 /- each) ⁽³⁾	0.66	3.03
Diluted Earnings per share (of ₹1 /- each) ⁽⁴⁾	0.66	3.02
Return on net worth (%) ⁽⁵⁾	13.01%	-229.69%
Net Asset Value per Share ⁽⁶⁾	4.76	-1.38

Notes:

- ⁽¹⁾ Total income consists of revenue from operations and other income of our Company.
- ⁽²⁾ Net Worth is the paid-up share capital and all reserves excluding capital reserve, amalgamation reserve, revaluation reserve and other comprehensive income
- ⁽³⁾ Basic Earnings per share is Net Profit for the year attributable to owners of our Company/ weighted average number of Equity Shares outstanding during the year
- ⁽⁴⁾ Diluted Earnings per share is Net Profit for the year attributable to owners of our Company/weighted average number of Equity Shares outstanding during the year, as adjusted for the effect of dilutive Equity Shares.
- ⁽⁵⁾ Return on Net Worth represents profit for the relevant period/year as a percentage of average net worth for such period/year
- ⁽⁶⁾ Net Asset Value per Equity Share is calculated as Net Worth/ number of Equity Shares issued, subscribed and fully paid outstanding as at the end of the year.

(₹ in crores)

Particulars	For the period ended / As at September 30, 2025	For the period ended / As at September 30, 2024
Total income from operations ⁽¹⁾	2,052.07	3,222.86
Net profit/loss before tax and extraordinary items	115.62	116.26
Net profit/loss after tax and extraordinary items	98.51	61.47
Equity share capital	181.95	167.99
Reserves and surplus	910.35	95.64
Net worth ⁽²⁾	1,052.60	223.93
Basic Earnings per share (of ₹1 /- each) ⁽³⁾	0.54	0.37
Diluted Earnings per share (of ₹1 /- each) ⁽⁴⁾	0.54	0.37
Return on net worth (%) ⁽⁵⁾	9.36%	27.45%
Net Asset Value per Share ⁽⁶⁾	5.79	1.33

Notes:

- ⁽¹⁾ Total income consists of revenue generation from operations including other operating incomes.
- ⁽²⁾ Net Worth is the aggregate value of the paid-up share capital, and all reserves created out of the profits, securities premium account and debit or credit balance of profit and loss account, after deducting the aggregate value of the accumulated losses.
- ⁽³⁾ Basic Earnings per share is Profit / (Loss) for the period/year from total operations / Number of weighted average equity shares.
- ⁽⁴⁾ Diluted Earnings per share is Profit / (Loss) for the period/year from total operations / Number of weighted average equity shares adjusted for potential equity shares.
- ⁽⁵⁾ Return on Net Worth represents Profit / (Loss) for the period/year from total operations / Net Worth.
- ⁽⁶⁾ Net Asset Value per Equity Share is Net Worth / Number of equity shares.

The Fiscal 2025 Audited Consolidated Financial Statements, the Limited Reviewed Financial Information of our Company and the Fiscal 2025 Audited Standalone Financial Statements of our Company are uploaded on the website of our Company at <https://www.hccindia.com/investors>.

Detailed rationale for the Issue Price

The Issue Price will be determined by our Company on the basis of various qualitative and quantitative factors as described below:

Qualitative factors

Some of the qualitative factors which form the basis for computing the Issue Price are set forth below:

- We have demonstrated strong project execution capabilities consistently over a period of time and have an established track record in the construction industry spanning over nine decades, significantly contributing to India's infrastructure and development.
- We enjoy a robust orderbook of ₹13,152 crore as on September 30, 2025.

3. We possess a large and sophisticated fleet of complex and advanced construction equipment, providing a critical competitive advantage and edge in our industry, particularly, for the execution of large-scale projects.
4. We benefit from our well-known brand name and long-standing client relationships.
5. Experienced management team with extensive industry knowledge
6. We leverage our strategic partnerships with major international companies, which help in winning and executing large construction projects and provides access to specific technical expertise, which may be unique to their jurisdiction and helps in risk management.

Quantitative factors

Some of the quantitative factors which form the basis for computing the Issue Price are set forth below:

1. Basic and diluted earnings per Equity Share (“EPS”) (face value of each Equity Share is ₹1):

Fiscal ending	Basic EPS ⁽¹⁾ (₹)	Diluted EPS ⁽²⁾ (₹)
March 31, 2025	0.66	0.66
March 31, 2024	3.03	3.02

⁽¹⁾ Basic EPS is calculated as Net Profit for the year attributable to owners of our Company/ weighted average number of Equity Shares outstanding during the year

⁽²⁾ Diluted EPS is calculated as Net Profit for the year attributable to owners of our Company/weighted average number of Equity Shares outstanding during the year as adjusted for effective of dilutive equity shares

2. Net Asset Value per share

Fiscal ending	Book value per share (₹)
March 31, 2025	4.76
March 31, 2024	_*

Note: Net Asset Value is calculated as Net Worth divided by number of Equity Shares issued, subscribed and fully paid outstanding as at the end of the year

* Net Asset Value per share on March 31, 2024 is negative.

3. Return on Net-Worth

Fiscal ending	Return on Net-Worth ⁽¹⁾
March 31, 2025	13.01%
March 31, 2024	_*

Note: Return on Net-Worth is calculated as Net Profit for the year divided by average equity during the period.

* Return on Net-Worth for March 31, 2024 is negative.

The ex-rights price of the Equity Shares as per regulation 10(4)(b) of the SEBI Takeover Regulations is ₹[●] per Equity Share.

The Issue Price is [●] times the face value of the Equity Share.

SECTION VI: LEGAL AND OTHER INFORMATION

OTHER REGULATORY AND STATUTORY DISCLOSURES

Authority for the Issue

The Issue has been authorised by the resolutions of our Board passed at its meeting held on May 8, 2025 read with the resolution dated November 6, 2025 and the resolution of the Securities Issuance Committee of the Board held on November 26, 2025, pursuant to Section 62(1)(a) and other applicable provisions of the Companies Act.

This Draft Letter of Offer has been approved by our Securities Issuance Committee of the Board pursuant to its resolution dated November 26, 2025. The terms and conditions of the Issue including the Rights Entitlement, Issue Price, Record Date, timing of the Issue and other related matters, have been approved by a resolution passed by our Securities Issuance Committee of our Board at its meeting held on [●], 2025.

The Security Issuance Committee in its meeting held on [●], 2025, has resolved to issue the Rights Equity Shares to the Eligible Equity Shareholders, at ₹[●] per Rights Equity Share of face value of ₹[●] each (including a premium of ₹[●] per Rights Equity Share) aggregating up to ₹1,000.00 crore and the Rights Entitlement as [●] Rights Equity Share for every [●] fully paid-up Equity Share of face value of ₹[●] each, held as on the Record Date.

Our Company has received in-principle approvals from NSE and BSE in accordance with Regulation 28(1) of the SEBI Listing Regulations for listing of the Rights Equity Shares to be Allotted in the Issue pursuant to their letters dated [●] and [●], respectively. Our Company will also make applications to NSE and BSE to obtain their trading approvals for the Rights Entitlements as required under the SEBI ICDR Master Circular.

Our Company has been allotted the ISIN: [●] for the Rights Entitlements to be credited to the respective demat accounts of Allottees. For details, see “*Terms of the Issue*” beginning on page 75.

Prohibition by SEBI or Other Governmental Authorities

Our Company, our Promoters, the members of our Promoter Group and our Directors have not been debarred from accessing capital markets. Further, our Company, our Promoter, the members of our Promoter Group and our Directors are not prohibited from accessing or operating in the capital markets or restrained from buying, selling or dealing in securities under any order or direction passed by SEBI.

None of our Directors are associated with the securities market in any manner. Further, there is no outstanding action initiated by SEBI against any of our Directors, who have been associated with the securities market.

None of our Directors are declared as fugitive economic offenders under Section 12 of the Fugitive Economic Offenders Act, 2018.

As on the date of this Draft Letter of Offer, our Equity Shares are not suspended from trading in the last three years.

Prohibition by RBI

Neither our Company nor our Promoters or any of our Directors have been or are identified as Wilful Defaulters or Fraudulent Borrowers.

Eligibility for the Issue

Our Company is a listed company and has been incorporated under the Indian Companies Act, 1913. Our Equity Shares are presently listed on the Stock Exchanges. Our Company is eligible to offer Rights Equity Shares pursuant to the Issue in terms of Chapter III and other applicable provisions of the SEBI ICDR Regulations. Further, our Company is undertaking the Issue in compliance with Part B of Schedule VI of the SEBI ICDR Regulations.

Compliance with SEBI Listing Regulations

Except as disclosed in “*Risk Factors – The Equity Shares of our Company are listed on BSE and NSE. Therefore, our Company is subject to certain obligations and reporting requirements under the SEBI Listing Regulations. Any non-compliance or delay in complying with such obligations and reporting requirements may render us liable to prosecution and/or penalties.*” on page 41, our Company has been in compliance with the provisions of the SEBI Listing Regulations in the three years preceding the date of this Draft Letter of Offer.

Compliance with Regulations 61 and 62 of the SEBI ICDR Regulations

Our Company is in compliance with the conditions specified in Regulations 61 and 62 of the SEBI ICDR Regulations, to the extent applicable. Further, in relation to compliance with Regulation 62(1)(a) of the SEBI ICDR Regulations, our Company has made applications to the NSE and BSE and has received their in-principle approvals through their letters dated [●] and [●] for listing of the Rights Equity Shares to be Allotted pursuant to the Issue.

Compliance with Part B of Schedule VI of the SEBI ICDR Regulations

The disclosures in this Draft Letter of Offer are in terms of Clause (1) of Part B of Schedule VI of the SEBI ICDR Regulations.

CAUTION

Our Company shall make all information available to the Eligible Equity Shareholders in accordance with the SEBI ICDR Regulations and no selective or additional information would be available for a section of the Eligible Equity Shareholders in any manner whatsoever including at presentations, in research or sales reports etc. after filing of this Draft Letter of Offer.

No dealer, salesperson or other person is authorized to give any information or to represent anything not contained in this Draft Letter of Offer. You must not rely on any unauthorized information or representations. The Letter of Offer is an offer to sell only the Rights Equity Shares and rights to purchase the Rights Equity Shares offered hereby, but only under circumstances and in jurisdictions where it is lawful to do so. The information contained in this Draft Letter of Offer is current only as of its date.

Our Company accepts no responsibility or liability for advising any Applicant on whether such Applicant is eligible to acquire any Rights Equity Shares.

Disclaimer with respect to jurisdiction

This Draft Letter of Offer has been prepared under the provisions of Indian laws and the applicable rules and regulations thereunder. Any disputes arising out of the Issue will be subject to the jurisdiction of the appropriate court(s) in Mumbai, India only.

Designated Stock Exchange

The Designated Stock Exchange for the purpose of the Issue is BSE.

Disclaimer Clause of NSE

As required, a copy of this Draft Letter of Offer has been submitted to NSE. The disclaimer clause as intimated by the NSE to us, post scrutiny of this Draft Letter of Offer, shall be included in the Letter of Offer prior to filing with SEBI and the Stock Exchanges.

Disclaimer Clause of the BSE

As required, a copy of this Draft Letter of Offer has been submitted to BSE. The disclaimer clause as intimated by BSE to our Company, post scrutiny of this Draft Letter of Offer, shall be included in the Letter of Offer prior to filing with SEBI and the Stock Exchanges.

Disclaimer Clause of RBI

Neither our Company, nor any person acting on behalf of our Company, will accept a subscription or renunciation from any person, or the agent of any person, who appears to be, or who our Company, or any person acting on behalf of our Company, has reason to believe is, in the United States when the buy order is made, except for U.S. QIBs. No Application Form, except an Application Form of a U.S. QIB, should be postmarked in the United States or otherwise dispatched from the United States or any other jurisdiction where it would be illegal to make an offer under the Letter of Offer or where any action would be required to be taken to permit the Issue.

Our Company is undertaking the Issue on a rights basis to the Eligible Equity Shareholders and will send the Letter of Offer and Application Form only to Eligible Equity Shareholders who have provided an Indian address to our Company or who are located in jurisdictions where the offer and sales of the Rights Equity Shares is permitted under the laws of such jurisdiction. However, the Issue Materials will be physically dispatched only to such Eligible Equity Shareholders who have provided an Indian address to our Company. Any person who purchases or sells Rights Entitlements or makes an application for Rights Equity Shares will be deemed to have represented, warranted and agreed, by accepting the delivery of the Letter of Offer, that it is not and that at the time of subscribing for the Rights Equity Shares or the purchase or sale of Rights Entitlements, it will not be, in the United States, unless it is a U.S. QIB, and is authorized to purchase or sell the Rights Entitlement and subscribe to the Rights Equity Shares in compliance with all applicable laws and regulations.

Our Company, reserves the right to treat as invalid any Application Form which: (i) appears to our Company or its agents to have been executed in, electronically transmitted from or dispatched from the United States, except for U.S. QIBs, or any other jurisdiction where the offer and sale of the Rights Equity Shares is not permitted under laws of such jurisdictions; (ii) does not include the relevant certifications set out in the Application Form, including to the effect that the person submitting and/or renouncing the Application Form is outside the United States, except for U.S. QIBs, and such person is eligible to subscribe for the Rights Equity Shares under applicable securities laws and is complying with laws of jurisdictions applicable to such person in connection with the Issue; or (iii) where either a registered Indian address is not provided; or (iv) where our Company believes acceptance of such Application Form may infringe applicable legal or regulatory requirements; and our Company shall not be bound to issue or allot any Rights Equity Shares in respect of any such Application Form.

Filing

This Draft Letter of Offer is being filed with the Stock Exchanges as per the provisions of the SEBI ICDR Regulations. Further, the Letter of Offer will be filed with the Stock Exchanges, along with SEBI in accordance with SEBI ICDR Regulations and other circulars issued by SEBI.

Mechanism for Redressal of Investor Grievances

Our Company has adequate arrangements for the redressal of investor complaints in compliance with the corporate governance requirements in compliance with the Listing Agreements and the SEBI Listing Regulations. We have been registered with the SEBI Complaints Redress System (SCORES) as required by the SEBI circular no. CIR/OIAE/2/2011 dated June 3, 2011 and shall comply with the SEBI circular bearing reference number SEBI/HO/OIAE/CIR/P/2023/156 dated September 20, 2023 and any other circulars issued in this regard.

Consequently, investor grievances are also tracked online by our Company through the SCORES mechanism.

Our Company has a Stakeholders' Relationship Committee which meets at least once every year and as and when required. Its terms of reference include considering and resolving grievances of shareholders in relation to transfer of shares and effective exercise of voting rights. MUFG Intime India Private Limited is our Registrar and Share Transfer Agent. All investor grievances received by us have been handled by the Registrar and Share Transfer Agent in consultation with our Company Secretary and Compliance Officer.

While we have received an investor complaint in the last three years, we have resolved the complaint within the prescribed statutory timelines from the date of receipt of the complaint.

Investors may contact the Registrar or our Company Secretary and Compliance Officer for any pre-Issue or post-Issue related matter. All grievances relating to the ASBA process may be addressed to the Registrar, with a copy to the SCSBs, giving full details such as name, address of the Applicant, contact number(s), e-mail address of the sole/ first holder, folio number or demat account number, number of Rights Equity Shares applied for, amount blocked, ASBA Account number and the Designated Branch of the SCSBs where the Application Form or the plain paper application, as the case may be, was submitted by the Investors along with a photocopy of the acknowledgement slip. For details on the ASBA process, please see "Terms of the Issue" beginning on page 75.

The contact details of Registrar to the Issue and our Company Secretary and Compliance Officer are as follows:

Registrar to the Issue

MUFG Intime India Private Limited (formerly Link Intime India Private Limited)

C-101, 1st Floor, 247 Park

L.B.S. Marg, Vikhroli (West)

Mumbai 400 083

Maharashtra, India

Tel: +91 810 811 4949

E-mail: hccltd.rights2025@in.mpms.mufg.com

Investor Grievance ID: hccltd.rights2025@in.mpms.mufg.com

Contact Person: Shanti Gopalakrishnan

Website: www.in.mpms.mufg.com

SEBI Registration No.: INR000004058

Company Secretary and Compliance Officer

Nitesh Kumar Jha is the Company Secretary and Compliance Officer of our Company. His details are as follows:

Nitesh Kumar Jha

Hincon House, Lal Bahadur Shastri Marg

Vikhroli (West)

Mumbai 400 083

Maharashtra, India

Tel: +91 22 2575 1000

E-mail: secretarial@hccindia.com

Other Confirmations

Our Company, in accordance with Regulation 79 of the SEBI ICDR Regulations, shall not offer any incentive, whether direct or indirect, in any manner, whether in cash or kind or services or otherwise, to any person for making an Application, and shall not make any payment, whether direct or indirect, whether in the nature of discounts, commission, allowance or otherwise, to any person for making an Application.

SECTION VII: ISSUE INFORMATION

TERMS OF THE ISSUE

This section is for the information of the Investors proposing to apply in the Issue. Investors should carefully read the provisions contained in this Draft Letter of Offer, the Letter of Offer, the Rights Entitlement Letter and the Application Form, before submitting the Application Form. Our Company is not liable for any amendments or modifications or changes in applicable laws or regulations, which may occur after the date of Letter of Offer. Investors are advised to make their independent investigation and ensure that the Application Form is accurately filled up in accordance with instructions provided therein and the Letter of Offer. Unless otherwise permitted under the SEBI ICDR Regulations read with the SEBI ICDR Master Circular, Investors proposing to apply in the Issue can apply only through ASBA or any other mode which may be notified by SEBI.

Investors are requested to note that Application in this Issue can only be made through ASBA or any other mode which may be notified by SEBI.

For guidance on the application process through ASBA and resolution of difficulties faced by investors, you are advised to read the frequently asked question on the website of the Registrar at www.in.mpms.mufig.com and on the website of our Company at www.hccindia.com.

Our Company has opened a separate demat suspense escrow account (namely, “LIPL HCC LTD RIGHTS ESCROW DEMAT ACCOUNT”) (“Demat Suspense Account”) and would credit Rights Entitlements on the basis of the Equity Shares: (a) held by Eligible Equity Shareholders which are held in physical form as on Record Date; or (b) which are held in the account of the Investor Education and Protection Fund (“IEPF”) authority; or (c) of the Eligible Equity Shareholder whose demat accounts are frozen or where the Equity Shares are lying in the unclaimed / suspense escrow account / demat suspense account (including those pursuant to Regulation 39 of the SEBI Listing Regulations) or details of which are unavailable with our Company or with the Registrar on the Record Date or where Equity Shares have been kept in abeyance or where entitlement certificate has been issued or where instruction has been issued for stopping issue or transfer or where letter of confirmation lying in escrow account; or (d) where credit of the Rights Entitlements have returned/reversed/failed for any reason; or (e) where ownership is currently under dispute, including any court or regulatory proceedings or where legal notices have been issued, if any or (f) such other cases where our Company is unable to credit Rights Entitlements for any other reasons. Please also note that our Company has credited Rights Entitlements to the Demat Suspense Account on the basis of information available with our Company and to serve the interest of relevant Eligible Equity Shareholders to provide them with a reasonable opportunity to participate in the Issue. The credit of the Rights Entitlements to the Demat Suspense Account by our Company does not create any right in favour of the relevant Eligible Equity Shareholders for transfer of Rights Entitlement to their demat account or to receive any Equity Shares in the Issue.

With respect to the Rights Entitlements credited to the Demat Suspense Account, the Eligible Equity Shareholders are requested to provide relevant details / documents as acceptable to our Company or the Registrar (such as applicable regulatory approvals, self-attested PAN and client master sheet of demat account, details/ records confirming the legal and beneficial ownership of their respective Equity Shares, etc.) to our Company or the Registrar no later than two clear Working Days prior to the Issue Closing Date, i.e., by [●], to enable credit of their Rights Entitlements by way of transfer from the Demat Suspense Account to their demat account at least one day before the Issue Closing Date, to enable such Eligible Equity Shareholders to make an application in this Issue, and this communication shall serve as an intimation to such Eligible Equity Shareholders in this regard. Such Eligible Equity Shareholders are also requested to ensure that their demat account, details of which have been provided to our Company or the Registrar account is active to facilitate the aforementioned transfer. In the event that the Eligible Equity Shareholders are not able to provide relevant details to our Company or the Registrar by the end of two clear Working Days prior to the Issue Closing Date, Rights Entitlements credited to the Demat Suspense Account shall lapse and extinguish in due course and such Eligible Equity Shareholders shall not have any claim against our Company and our Company shall not be liable to any such Eligible Equity Shareholder in any form or manner.

Further, with respect to Equity Shares for which Rights Entitlements are being credited to the Demat Suspense Account, the Application Form along with the Rights Entitlement Letter shall not be dispatched till the resolution of the relevant issue/concern and transfer of the Rights Entitlements from the Demat Suspense Account to the respective demat account other than in case of Eligible Equity Shareholders who hold Equity Shares in physical form as on the Record Date who will receive the Application Form along with the Rights Entitlement Letter. Upon submission of such documents /records no later than two clear Working Days prior to the Issue Closing Date, to the satisfaction of our Company, our Company shall make available the Rights Entitlement on such Equity Shares to the identified Eligible Equity Shareholder. The identified Eligible Equity Shareholder shall be entitled to subscribe to Equity Shares pursuant to the Issue during the Issue Period with respect to these Rights Entitlement and subject to the same terms and conditions as the Eligible Equity Shareholder.

Overview

The Issue is proposed to be undertaken on a rights basis and is subject to the terms and conditions contained in this Draft Letter of Offer, the Letter of Offer, the Rights Entitlement Letter, the Application Form, and the Memorandum of Association and the Articles of Association of our Company, the provisions of the Companies Act, 2013, the FEMA, the FEMA NDI Rules, the

SEBI ICDR Regulations, the SEBI Listing Regulations, the SEBI ICDR Master Circular and the guidelines, notifications, circulars and regulations issued by SEBI, the Government of India and other statutory and regulatory authorities from time to time, approvals, if any, from RBI, MIB or other regulatory authorities, the terms of the Listing Agreements entered into by our Company with Stock Exchanges and the terms and conditions as stipulated in the Allotment Advice.

I. DISPATCH AND AVAILABILITY OF ISSUE MATERIALS

Pursuant to the requirements of the SEBI ICDR Regulations and other applicable laws, the Rights Entitlements will be credited to the demat account of the Eligible Equity Shareholders who are Equity Shareholders as on the Record Date, however, the Issue Materials will be physically dispatched only to such Eligible Equity Shareholders who have provided an Indian address to our Company. The credit of Rights Entitlement does not constitute an offer, invitation to offer or solicitation for participation in the Issue, whether directly or indirectly, and only dispatch of the Issue Materials shall constitute an offer, invitation or solicitation for participation in the Issue in accordance with the terms of the Issue Materials. Further, receipt of the Issue Materials (including by way of electronic means) will not constitute an offer, invitation to or solicitation by anyone in (i) the United States, except for U.S. QIBs, or (ii) any jurisdiction or in any circumstances in which such an offer, invitation or solicitation is unlawful or not authorized or to any person to whom it is unlawful to make such an offer, invitation or solicitation. In those circumstances, the Letter of Offer and any other Issue Materials must be treated as sent for information only and should not be acted upon for subscription to Rights Equity Shares and should not be copied or re-distributed, in part or full. Accordingly, persons receiving a copy of the Issue Materials should not distribute or send the Issue Materials in or into any jurisdiction where to do so, would or might contravene local securities laws or regulations, or would subject our Company or its affiliates to any filing or registration requirement (other than in India). If the Issue Materials are received by any person in the United States, except for U.S. QIBs, or in any such jurisdiction, they must not seek to subscribe to the Rights Equity Shares. For more details, see “*Restrictions on Purchases and Resales*” beginning on page 100.

In case Eligible Equity Shareholders have provided their valid e-mail address, the Letter of Offer, the Application Form, the Rights Entitlement Letter and other Issue material will be sent only to their valid e-mail address and in case such Eligible Equity Shareholders have not provided their valid e-mail address, then the Application Form, the Rights Entitlement Letter and other Issue material will be physically dispatched, on a reasonable effort basis, to the Indian addresses provided by them. The Application Form, the Rights Entitlement Letter and other Issue material will be physically sent/ dispatched only to the Eligible Equity Shareholders who have provided an Indian address to our Company and who have made a request in this regard.

Investors can access the Letter of Offer and the Application Form (provided that the Eligible Equity Shareholder is eligible to subscribe to the Rights Equity Shares under applicable laws) on the websites of:

- (i) our Company at www.hccindia.com;
- (ii) the Registrar at www.in.mpms.mufig.com;
- (iii) the Stock Exchanges at www.bseindia.com and www.nseindia.com.

To update the respective Indian addresses/e-mail addresses/phone or mobile numbers in the records maintained by the Registrar or by our Company, Eligible Equity Shareholders should visit www.in.mpms.mufig.com.

Eligible Equity Shareholders can also obtain the details of their respective Rights Entitlements from the website of the Registrar (i.e., www.in.mpms.mufig.com) by entering their DP ID and Client ID or folio number (for Eligible Equity Shareholders who hold Equity Shares in physical form as on Record Date) and PAN. The link for the same shall also be available on the website of our Company at www.hccindia.com.

Please note that neither our Company nor the Registrar shall be responsible for not sending the physical copies of Issue materials, including the Letter of Offer, the Rights Entitlement Letter and the Application Form or delay in the receipt of the Letter of Offer, the Rights Entitlement Letter or the Application Form attributable to non-availability of the e- mail addresses of Eligible Equity Shareholders or electronic transmission delays or failures, or if the Application Forms or the Rights Entitlement Letters are delayed or misplaced in the transit.

The distribution of the Letter of Offer, the Rights Entitlement Letter and the issue of Rights Equity Shares on a rights basis to persons in certain jurisdictions outside India is restricted by legal requirements prevailing in those jurisdictions. Rights Entitlements may only exercised by a person outside India in accordance with the laws of that jurisdiction and the laws of India and the terms of the Letter of Offer. No action has been, or will be, taken to permit the Issue in any jurisdiction where action would be required for that purpose, except that this Draft Letter of Offer is being filed with the Stock Exchanges and the Letter of Offer will be filed with the Stock Exchanges and SEBI. Accordingly, Rights Equity Shares may not be offered or sold, directly or indirectly, and the Issue Materials may not be distributed, in any jurisdiction, except in accordance with and as permitted under the legal requirements applicable in such jurisdiction. Receipt of the Issue Materials will not constitute an offer, invitation to or solicitation by anyone in any jurisdiction or in any circumstances in which such an offer, invitation or solicitation is unlawful or not authorised or to any person to whom it is unlawful to make such an offer, invitation or solicitation. In those circumstances, such Issue Materials must

be treated as sent for information only and should not be acted upon for making an Application and should not be copied or re-distributed.

Accordingly, persons receiving a copy of the Letter of Offer, the Rights Entitlement Letter or the Application Form should not, in connection with the issue of the Rights Equity Shares or the Rights Entitlements, distribute or send the Letter of Offer, the Rights Entitlement Letter or the Application Form in or into any jurisdiction where to do so, would, or might, contravene local securities laws or regulations or would subject our Company or its affiliates to any filing or registration requirement (other than in India). If the Letter of Offer, the Rights Entitlement Letter or the Application Form is received by any person in any such jurisdiction, or by their agent or nominee, they must not seek to make an Application or acquire the Rights Entitlements referred to in the Letter of Offer, the Rights Entitlement Letter or the Application Form. Any person outside the United States who acquires Rights Entitlements or Rights Equity Shares shall be deemed to have made the representations, warranties, acknowledgments and agreements set forth in “*Restrictions on Purchases and Resales - Persons Outside the United States*” on page 106. Any person in the United States who accepts Rights Entitlements or subscribes to the Rights Equity Shares shall be deemed to have made the representations, warranties, acknowledgments and agreements set forth in *Restrictions on Purchases and Resales - Transfer Restrictions - Persons in the United States*” on page 105.

The Letter of Offer will be provided, primarily through e-mail, by the Registrar on behalf of our Company to the Eligible Equity Shareholders, and in case such Eligible Equity Shareholders have not provided their valid e-mail address, then the Application Form, the Rights Entitlement Letter and other Issue Materials will be physically dispatched, on a reasonable effort basis, who have provided their Indian addresses to our Company and who make a request in this regard.

II. PROCESS OF MAKING AN APPLICATION IN THE ISSUE

- **In accordance with Regulation 76 of the SEBI ICDR Regulations, the SEBI ICDR Master Circular and the ASBA Circulars, all Investors desiring to make an Application in the Issue are mandatorily required to use the ASBA process. Investors should carefully read the provisions applicable to such Applications before making their Application through ASBA.**

The Application Form can be used by the Eligible Equity Shareholders as well as the Renouncees to make Applications in the Issue basis the Rights Entitlement credited in their respective demat accounts.

Please note that one single Application Form shall be used by Investors to make Applications for all Rights Entitlements available in a particular demat account. In case of Investors who have provided details of demat account in accordance with the SEBI ICDR Regulations, such Investors will have to apply for the Rights Equity Shares from the same demat account in which they are holding the Rights Entitlements and in case of multiple demat accounts, the Investors are required to submit a separate Application Form for each demat account.

Investors may apply for the Rights Equity Shares by submitting the Application Form to the Designated Branch of the SCSB or online/electronic Application through the website of the SCSBs (if made available by such SCSB) for authorising such SCSB to block Application Money payable on the Application in their respective ASBA Accounts.

Investors are also advised to ensure that the Application Form is correctly filled up stating therein that the ASBA Account in which an amount equivalent to the amount payable on Application as stated in the Application Form will be blocked by the SCSB.

Applicants should carefully fill-in their depository account details and PAN in the Application Form or while submitting application through online/electronic Application through the website of the SCSBs (if made available by such SCSB). Please note that incorrect depository account details or PAN or Application Forms without depository account details shall be treated as incomplete and shall be rejected. For details, see “- *Grounds for Technical Rejection*” on page 83. Our Company, the Registrar and the SCSBs shall not be liable for any incomplete or incorrect demat details provided by the Applicants.

Additionally, in terms of Regulation 78 of the SEBI ICDR Regulations, Investors may choose to accept the offer to participate in the Issue by making plain paper Applications. Please note that SCSBs shall accept such applications only if all details required for making the application as per the SEBI ICDR Regulations are specified in the plain paper application and that Eligible Equity Shareholders making an application in the Issue by way of plain paper applications shall not be permitted to renounce any portion of their Rights Entitlements. For details, see “- *Making of an Application by Eligible Equity Shareholders on Plain Paper under ASBA process*” on page 80.

- ***Options available to the Eligible Equity Shareholders***

The Rights Entitlement Letter will clearly indicate the number of Rights Equity Shares that the Eligible Equity Shareholder is entitled to in the Issue.

If the Eligible Equity Shareholder applies in the Issue, then such Eligible Equity Shareholder can:

- (i) apply for its Rights Equity Shares to the full extent of its Rights Entitlements; or
- (ii) apply for its Rights Equity Shares to the extent of part of its Rights Entitlements (without renouncing the other part); or
- (iii) apply for Rights Equity Shares to the extent of part of its Rights Entitlements and renounce the other part of its Rights Entitlements; or
- (iv) apply for its Rights Equity Shares to the full extent of its Rights Entitlements and apply for Additional Rights Equity Shares; or
- (v) renounce its Rights Entitlements in full.

- ***Making of an Application through the ASBA process***

An Investor, wishing to participate in the Issue through the ASBA facility, is required to have an ASBA enabled bank account with SCSBs, prior to making the Application. Investors desiring to make an Application in the Issue through ASBA process, may submit the Application Form in physical mode to the Designated Branches of the SCSB or online/ electronic Application through the website of the SCSBs (if made available by such SCSB) for authorizing such SCSB to block Application Money payable on the Application in their respective ASBA Accounts.

Investors should ensure that they have correctly submitted the Application Form and have provided an authorisation to the SCSB, via the electronic mode, for blocking funds in the ASBA Account equivalent to the Application Money mentioned in the Application Form, as the case may be, at the time of submission of the Application.

For the list of banks which have been notified by SEBI to act as SCSBs for the ASBA process, please refer to www.sebi.gov.in/sebiweb/other/OtherAction.do?doRecognisedFpi=yes&intmId=34.

Please note that subject to SCSBs complying with the requirements of the SEBI circular bearing reference number CIR/CFD/DIL/13/2012 dated September 25, 2012, within the periods stipulated therein, Applications may be submitted at the Designated Branches of the SCSBs. Further, in terms of the SEBI circular bearing reference number CIR/CFD/DIL/1/2013 dated January 2, 2013, it is clarified that for making Applications by SCSBs on their own account using ASBA facility, each such SCSB should have a separate account in its own name with any other SEBI registered SCSB(s). Such account shall be used solely for the purpose of making an Application in the Issue and clear demarcated funds should be available in such account for such an Application.

Our Company, their directors, their employees, affiliates, associate and their respective directors and officers and the Registrar shall not take any responsibility for acts, mistakes, errors, omissions and commissions etc., in relation to Applications accepted by SCSBs, Applications uploaded by SCSBs, Applications accepted but not uploaded by SCSBs or Applications accepted and uploaded without blocking funds in the ASBA Accounts.

Investors applying through the ASBA facility should carefully read the provisions applicable to such Applications before making their Application through the ASBA process.

Do's for Investors applying through ASBA:

- (a) Ensure that the necessary details are filled in the Application Form including the details of the ASBA Account.
- (b) Ensure that the details about your Depository Participant, PAN and beneficiary account are correct and the beneficiary account is activated as the Rights Equity Shares will be Allotted in the dematerialized form only.
- (c) Ensure that the Applications are submitted with the Designated Branch of the SCSBs and details of the correct bank account have been provided in the Application.
- (d) Ensure that there are sufficient funds (equal to {number of Rights Equity Shares (including Additional Rights Equity Shares) applied for} X {Application Money of Equity Shares}) available

in ASBA Account mentioned in the Application Form before submitting the Application to the respective Designated Branch of the SCSB.

- (e) Ensure that you have authorised the SCSB for blocking funds equivalent to the total amount payable on application mentioned in the Application Form, in the ASBA Account, of which details are provided in the Application Form and have signed the same.
- (f) Ensure that you have a bank account with SCSBs providing ASBA facility in your location and the Application is made through that SCSB providing ASBA facility in such location.
- (g) Ensure that you receive an acknowledgement from the Designated Branch of the SCSB for your submission of the Application Form in physical form or plain paper Application.
- (h) Ensure that the name(s) given in the Application Form is exactly the same as the name(s) in which the beneficiary account is held with the Depository Participant. In case the Application Form is submitted in joint names, ensure that the beneficiary account is also held in same joint names and such names are in the same sequence in which they appear in the Application Form and the Rights Entitlement Letter.
- (i) Ensure that your PAN is linked with Aadhaar and you are in compliance with CBDT notification dated February 13, 2020 read with press release dated June 25, 2021 and September 17, 2021.

Don'ts for Investors applying through ASBA:

- (a) Do not apply if you are not eligible to participate in the Issue under the securities laws applicable to your jurisdiction.
- (b) Do not submit the Application Form after you have submitted a plain paper Application to a Designated Branch of the SCSB or *vice versa*.
- (c) Do not send your physical Application to the Registrar, the Banker to the Issue (assuming that such Banker to the Issue are not SCSB's), a branch of the SCSB which is not a Designated Branch of the SCSB or our Company; instead submit the same to a Designated Branch of the SCSB only.
- (d) Do not instruct the SCSBs to unblock the funds blocked under the ASBA process upon making the Application.
- (e) Do not submit Application Form using third party ASBA account.
- (f) Avoiding applying on the Issue Closing Date due to risk of delay/restriction in making any physical Application.
- (g) Do not submit Multiple Application Forms.

- ***Application by specific investor(s), if any and applicable***

In case of renunciation of Rights Entitlement to specific investor(s) by our Promoters or members of our Promoter Group

Our Promoters or members of our Promoter Group may renounce any portion of their Rights Entitlement to one or more specific investor(s) subject to disclosure of the same in terms of the SEBI ICDR Regulations. The name of the specific investor(s) (i.e. the Renouncee), the name of our Promoters or members of our Promoter Group (i.e., renouncer) and the number of Rights Entitlements renounced in favour of such specific investor(s) shall be disclosed by our Company in the public advertisement at least two days prior to the Issue Opening Date.

In case of such renunciation of Rights Entitlement by our Promoters or members of our Promoter Group to any specific investor, all rights and obligations of the Eligible Equity Shareholders in relation to the Applications and refunds pertaining to this Issue shall apply to the specific investor (i.e., the renouncee) as well.

Time limit for renouncing of RE by Promoters and members of our Promoter Group and credit of Rights Entitlement to specific investor should be specified such that the specific investor is able to apply before 11:00 a.m. (Indian Standard Time) on Issue Opening Date. On market Rights Entitlement renunciation may not be possible in such case considering T+2 rolling settlement.

The Application by such specific investor(s) shall be made on Issue Opening Date before 11:00 am (Indian Standard Time) and no withdrawal of such Application by the specific investor(s) shall be permitted. Our

Company undertakes to disclose to the Stock Exchanges whether such Specific Investor(s) have made the Application or not, for dissemination on the Issue Opening Date by 11:30 a.m. (Indian Standard Time).

In case of allotment of any undersubscribed portion of the Rights Issue to specific investor(s)

Our Company may allot any undersubscribed portion (if any) of the Rights Issue to one or more specific investor(s) and the names of such specific investor(s) shall be disclosed by our Company in the public advertisement at least two days prior to the Issue Opening Date. The Application by such specific investor(s) shall be made along with their Application Money before the finalisation of Basis of Allotment for undersubscribed portion of the Rights Issue in co-ordination with our Company and Registrar.

- ***Making of an Application by Eligible Equity Shareholders on Plain Paper under ASBA process***

An Eligible Equity Shareholder in India who is eligible to apply under the ASBA process may make an Application to subscribe to the Issue on plain paper in terms of Regulation 78 of SEBI ICDR Regulations in case of non-receipt of Application Form as detailed above. In such cases of non-receipt of the Application Form through physical delivery (where applicable) and the Eligible Equity Shareholder not being in a position to obtain it from any other source may make an Application to subscribe to the Issue on plain paper with the same details as per the Application Form that is available on the website of the Registrar or the Stock Exchanges. An Eligible Equity Shareholder shall submit the plain paper Application to the Designated Branch of the SCSB for authorising such SCSB to block Application Money in the said bank account maintained with the same SCSB. Applications on plain paper will not be accepted from any Eligible Equity Shareholder who has not provided an Indian address.

Please note that in terms of Regulation 78 of SEBI ICDR Regulations, the Eligible Equity Shareholders who are making the Application on plain paper shall not be entitled to renounce their Rights Entitlements and should not utilize the Application Form for any purpose including renunciation even if it is received subsequently.

The Application on plain paper, duly signed by the Eligible Equity Shareholder including joint holders, in the same order and as per specimen recorded with his/her bank, must reach the office of the Designated Branch of the SCSB before the Issue Closing Date and should contain the following particulars:

1. Name of our Company, being Hindustan Construction Company Limited;
2. Name and address of the Eligible Equity Shareholder including joint holders (in the same order and as per specimen recorded with our Company or the Depository);
3. Folio number (in case of Eligible Equity Shareholders who hold Equity Shares in physical form as on Record Date)/DP and Client ID;
4. Except for Applications on behalf of the Central or State Government, the residents of Sikkim and the officials appointed by the courts, PAN of the Eligible Equity Shareholder and for each Eligible Equity Shareholder in case of joint names, irrespective of the total value of the Equity Shares applied for pursuant to the Issue;
5. Number of Equity Shares held as on Record Date;
6. Allotment option – only dematerialised form;
7. Number of Rights Equity Shares entitled to;
8. Number of Rights Equity Shares applied for within the Rights Entitlements;
9. Number of Additional Rights Equity Shares applied for, if any (applicable only if entire Rights Entitlements have been applied for);
10. Total number of Rights Equity Shares applied for;
11. Total Application amount paid at the rate of ₹[●] per Rights Equity Share;
12. Details of the ASBA Account such as the SCSB account number, name, address and branch of the relevant SCSB;
13. In case of non-resident Eligible Equity Shareholders making an application with an Indian address, details of the NRE / FCNR/ NRO account such as the account number, name, address and branch of the SCSB with which the account is maintained;

14. Authorisation to the Designated Branch of the SCSB to block an amount equivalent to the Application Money in the ASBA Account;
15. Signature of the Eligible Equity Shareholder (in case of joint holders, to appear in the same sequence and order as they appear in the records of the SCSB); and
16. All such Eligible Equity Shareholders shall be deemed to have made the representations, warranties and agreements set forth in “*Restrictions on Purchases and Resales - Representations, Warranties and Agreements by Purchasers*” on page 103;
17. All applicants in the United States shall include the following:

“I/we hereby make the representations, warranties, acknowledgments and agreements set forth in the chapter of the Draft Letter of Offer titled “*Restrictions on Purchases and Resales - Representations, Warranties and Agreements by Purchasers - Persons in the United States*”; and
18. All applicants outside the United States shall include the following:

“I/we hereby make the representations, warranties, acknowledgments and agreements set forth in the chapter of the Draft Letter of Offer titled “*Restrictions on Purchases and Resales - Persons outside the United States*”.

In cases where Multiple Application Forms are submitted for Applications pertaining to Rights Entitlements credited to the same demat account including cases where an Investor submits Application Forms along with a plain paper Application, such Applications shall be liable to be rejected.

Investors are requested to strictly adhere to these instructions. Failure to do so could result in an Application being rejected, with our Company and the Registrar not having any liability to the Investor. The plain paper Application format will be available on the website of the Registrar at www.in.mpms.mufg.com.

Our Company and the Registrar shall not be responsible if the Applications are not uploaded by the SCSB or funds are not blocked in the Investors’ ASBA Accounts on or before the Issue Closing Date.

- ***Making of an Application by Eligible Equity Shareholders holding Equity Shares in physical form***

In accordance with Regulation 77A of the SEBI ICDR Regulations read with the SEBI ICDR Master Circular, the credit of Rights Entitlements and Allotment of Rights Equity Shares shall be made in dematerialised form only. Accordingly, Eligible Equity Shareholders holding Equity Shares in physical form as on Record Date and desirous of subscribing to Rights Equity Shares in the Issue are advised to furnish the details of their demat account to the Registrar or our Company at least two clear Working Days prior to the Issue Closing Date, to enable the credit of their Rights Entitlements in their respective demat accounts at least one day before the Issue Closing Date.

Prior to the Issue Opening Date, the Rights Entitlements of those Eligible Equity Shareholders, among others, who hold Equity Shares in physical form, and/or whose demat account details are not available with our Company or the Registrar, shall be credited in the Demat Suspense Account.

Eligible Equity Shareholders, who hold Equity Shares in physical form as on Record Date and who have opened their demat accounts after the Record Date, shall adhere to following procedure for participating in the Issue:

- (a) The Eligible Equity Shareholders shall visit website of the Registrar at www.in.mpms.mufg.com, to upload their client master sheet and also provide the other details as required, no later than two Clear Working Days prior to the Issue Closing Date;
- (b) The Registrar shall, after verifying the details of such demat account, transfer the Rights Entitlements of such Eligible Equity Shareholders to their demat accounts at least one day before the Issue Closing Date; and
- (c) The remaining procedure for Application shall be same as set out in the section entitled “- *Making of an Application by Eligible Equity Shareholders on Plain Paper under ASBA process*” on page 80.

Resident Eligible Equity Shareholders who hold Equity Shares in physical form as on the Record Date will not be allowed to renounce their Rights Entitlements in the Issue. However, such Eligible Equity Shareholders, where the dematerialized Rights Entitlements are transferred from the Demat Suspense Account to the respective demat accounts within prescribed timelines, can apply for Additional Rights Equity Shares while submitting the Application through ASBA process.

Application for Additional Rights Equity Shares

Investors are eligible to apply for Additional Rights Equity Shares over and above their Rights Entitlements, provided that they are eligible to apply for Equity Shares under applicable law and they have applied for all the Rights Equity Shares forming part of their Rights Entitlements without renouncing them in whole or in part. Where the number of Additional Rights Equity Shares applied for exceeds the number available for Allotment, the Allotment would be made as per the Basis of Allotment finalised in consultation with the Designated Stock Exchange. Applications for Additional Rights Equity Shares shall be considered and Allotment shall be made in accordance with the SEBI ICDR Regulations and in the manner as set out in the section entitled “- *Basis of Allotment*” on page 93.

Eligible Equity Shareholders who renounce their Rights Entitlements cannot apply for Additional Rights Equity Shares. Non-resident Renouncees who are not Eligible Equity Shareholders cannot apply for Additional Rights Equity Shares unless regulatory approvals are submitted.

Additional general instructions for Investors in relation to making of an Application

- (a) Please read the Letter of Offer carefully to understand the Application process and applicable settlement process.
- (b) Please read the instructions on the Application Form sent to you. Application should be complete in all respects. The Application Form found incomplete with regard to any of the particulars required to be given therein, and/or which are not completed in conformity with the terms of this Draft Letter of Offer, the Letter of Offer, the Rights Entitlement Letter and the Application Form are liable to be rejected. The Application Form must be filled in English.
- (c) In case of non-receipt of Application Form, Application can be made on plain paper mentioning all necessary details as mentioned under the section titled “*Terms of the Issue - Making of an Application by Eligible Equity Shareholders on Plain Paper under ASBA process*” on page 80.
- (d) Applications should be submitted to the Designated Branch of the SCSB or made online/electronic through the website of the SCSBs (if made available by such SCSB) for authorising such SCSB to block Application Money payable on the Application in their respective ASBA Accounts. Please note that on the Issue Closing Date, Applications through ASBA process will be uploaded until 5.00 p.m. (Indian Standard Time) or such extended time as permitted by the Stock Exchanges.
- (e) Applications should not be submitted to the Banker to the Issue, our Company or the Registrar.
- (f) All Applicants, and in the case of Application in joint names, each of the joint Applicants, should mention their PAN allotted under the Income-Tax Act, irrespective of the amount of the Application. Except for Applications on behalf of the Central or the State Government, the residents of Sikkim and the officials appointed by the courts, Applications without PAN will be considered incomplete and are liable to be rejected. With effect from August 16, 2010, the demat accounts for Investors for which PAN details have not been verified shall be “suspended for credit” and no Allotment and credit of Rights Equity Shares pursuant to the Issue shall be made into the accounts of such Investors.
- (g) Ensure that the demographic details such as address, PAN, DP ID, Client ID, bank account details and occupation (“**Demographic Details**”) are updated, true and correct, in all respects. Investors applying under the Issue should note that on the basis of name of the Investors, DP ID and Client ID provided by them in the Application Form or the plain paper Applications, as the case may be, the Registrar will obtain Demographic Details from the Depository. Therefore, Investors applying under the Issue should carefully fill in their Depository Account details in the Application. These Demographic Details would be used for all correspondence with such Investors including mailing of the letters intimating unblocking of bank account of the respective Investor and/or refund. The Demographic Details given by the Investors in the Application Form would not be used for any other purposes by the Registrar. Hence, Investors are advised to update their Demographic Details as provided to their Depository Participants. **The Allotment Advice and the intimation on unblocking of ASBA Account or refund (if any) would be mailed to the address of the Investor as per the Indian address provided to our Company or the Registrar or Demographic Details received from the Depositories. The Registrar will give instructions to the SCSBs for unblocking funds in the ASBA Account to the extent Rights Equity Shares are not Allotted to such Investor. Please note that any such delay shall be at the sole risk of the Investors and none of our Company, the SCSBs or the Registrar shall be liable to compensate the Investor for any losses caused due to any such delay or be liable to pay any interest for such delay. In case no corresponding record is available with the Depositories that match three parameters, (a) names of the Investors (including the order of names of joint holders), (b) DP ID, and (c) Client ID, then such Application Forms are liable to be rejected.**

- (h) By signing the Application Forms, Investors would be deemed to have authorised the Depositories to provide, upon request, to the Registrar, the required Demographic Details as available on its records.
- (i) For physical Applications through ASBA at Designated Branches of SCSB, signatures should be either in English or Hindi or in any other language specified in the Eighth Schedule to the Constitution of India. Signatures other than in any such language or thumb impression must be attested by a Notary Public or a Special Executive Magistrate under his/her official seal. The Investors must sign the Application as per the specimen signature recorded with the SCSB.
- (j) Investors should provide correct DP ID and Client ID/ folio number (for Eligible Equity Shareholders who hold Equity Shares in physical form as on Record Date) while submitting the Application. Such DP ID and Client ID/ folio number should match the demat account details in the records available with Company and/or Registrar, failing which such Application is liable to be rejected. Investor will be solely responsible for any error or inaccurate detail provided in the Application. Our Company, SCSBs or the Registrar will not be liable for any such rejections.
- (k) In case of joint holders and physical Applications through ASBA process, all joint holders must sign the relevant part of the Application Form in the same order and as per the specimen signature(s) recorded with the SCSB. In case of joint Applicants, reference, if any, will be made in the first Applicant's name and all communication will be addressed to the first Applicant.
- (l) All communication in connection with Application for the Rights Equity Shares, including any change in contact details of the Eligible Equity Shareholders should be addressed to the Registrar prior to the date of Allotment in the Issue quoting the name of the first/sole Applicant, folio number (for Eligible Equity Shareholders who hold Equity Shares in physical form as on Record Date)/DP ID and Client ID and Application Form number, as applicable. In case of any change in contact details of the Eligible Equity Shareholders, the Eligible Equity Shareholders should also send the intimation for such change to the respective depository participant, or to our Company or the Registrar in case of Eligible Equity Shareholders holding Equity Shares in physical form.
- (m) Investors are required to ensure that the number of Rights Equity Shares applied for by them does not exceed the prescribed limits under the applicable law.
- (n) Do not apply if you are ineligible to participate in the Issue under the securities laws applicable to your jurisdiction.
- (o) Do not submit the GIR number instead of the PAN as the application is liable to be rejected on this ground.
- (p) Avoid applying on the Issue Closing Date due to risk of delay/ restrictions in making any physical Application.
- (q) Do not pay the Application Money in cash, by money order, pay order or postal order.
- (r) Do not submit Multiple Applications.
- (s) An Applicant being an OCB is required not to be under the adverse notice of RBI and in order to apply in the Issue as an incorporated non-resident must do so in accordance with the FDI Policy and the FEMA NDI Rules, as amended.
- (t) Ensure that your PAN is linked with Aadhaar and you are in compliance with CBDT notification dated February 13, 2020 and press release dated June 25, 2021 and September 17, 2021.

- ***Grounds for Technical Rejection***

Applications made in the Issue are liable to be rejected on the following grounds:

- (a) DP ID and Client ID mentioned in Application does not match with the DP ID and Client ID records available with the Registrar.
- (b) Details of PAN mentioned in the Application does not match with the PAN records available with the Registrar.
- (c) Sending an Application to our Company, Registrar, Banker to the Issue, to a branch of a SCSB which is not a Designated Branch of the SCSB.
- (d) Insufficient funds are available in the ASBA Account with the SCSB for blocking the Application Money.

- (e) Funds in the ASBA Account whose details are mentioned in the Application Form having been frozen pursuant to regulatory orders.
- (f) Account holder not signing the Application or declaration mentioned therein.
- (g) Submission of more than one Application Form for Rights Entitlements available in a particular demat account.
- (h) Multiple Application Forms, including cases where an Investor submits Application Forms along with a plain paper Application.
- (i) Submitting the GIR number instead of the PAN (except for Applications on behalf of the Central or State Government, the residents of Sikkim and the officials appointed by the courts).
- (j) Applications by persons not competent to contract under the Indian Contract Act, 1872, except Applications by minors having valid demat accounts as per the Demographic Details provided by the Depositories.
- (k) Applications by SCSB on own account, other than through an ASBA Account in its own name with any other SCSB.
- (l) Application Forms which are not submitted by the Investors within the time periods prescribed in the Application Form and the Letter of Offer.
- (m) Physical Application Forms not duly signed by the sole or joint Investors, as applicable.
- (n) Application Forms accompanied by stock invest, outstation cheques, post-dated cheques, money order, postal order or outstation demand drafts.
- (o) If an Investor is (a) debarred by SEBI; or (b) if SEBI has revoked the order or has provided any interim relief then failure to attach a copy of such SEBI order allowing the Investor to subscribe to their Rights Entitlements.
- (p) Applications which: (i) appears to our Company or its agents to have been executed in, electronically transmitted from or dispatched from the United States, except if the applicant is a U.S. QIB, or other jurisdictions where the offer and sale of the Rights Equity Shares is not permitted under laws of such jurisdictions; (ii) does not include the relevant certifications set out in the Application Form, including to the effect that the person submitting and/or renouncing the Application Form is eligible to subscribe for the Rights Equity Shares under applicable securities laws and is complying with laws of jurisdictions applicable to such person in connection with the Issue; and our Company shall not be bound to issue or allot any Rights Equity Shares in respect of any such Application Form.
- (q) Applications which have evidence of being executed or made in contravention of applicable securities laws.
- (r) Applicants not having the requisite approvals to make Application in the Issue.
- (s) Application from Investors that are residing in U.S. address as per the depository records.
- (t) RE not available in DPID on Issue Closing Date.

- ***Multiple Applications***

In case where multiple Applications are made using same demat account in respect of the same set of Rights Entitlement, such Applications shall be liable to be rejected. A separate Application can be made in respect of Rights Entitlements in each demat account of the Investors and such Applications shall not be treated as multiple applications. Similarly, a separate Application can be made against Equity Shares held in dematerialized form and Equity Shares held in physical form, and such Applications shall not be treated as multiple applications. Further supplementary Applications in relation to further Rights Equity Shares with/without using additional Rights Entitlement will not be treated as multiple application. A separate Application can be made in respect of each scheme of a mutual fund registered with SEBI and such Applications shall not be treated as multiple applications. For details, see “*Terms of the Issue - Procedure for Applications by Mutual Funds*” on page 86.

In cases where Multiple Application Forms are submitted, including cases where (a) an Investor submits Application Forms along with a plain paper Application or (b) multiple plain paper Applications (c) or multiple applications through ASBA, such Applications may be treated as multiple applications and are liable to be rejected or all the balance shares other than Rights Entitlement will be considered as additional shares applied for, other than multiple applications submitted by any of our Promoters or members of our Promoter

Group to meet the minimum subscription requirements applicable to the Issue as described in the section entitled “Summary of this Draft Letter of Offer – Intention and extent of participation by our Promoter and Promoter Group with respect to (i) their rights entitlement; (ii) their intention to subscribe over and above their rights entitlement; and (iii) their intention to renounce their rights entitlement to specific investors” on page 14.

Procedure for Applications by certain categories of Investors

Procedure for Applications by FPIs

In terms of applicable FEMA NDI Rules and the SEBI FPI Regulations, investments by FPIs in the Equity Shares is subject to certain limits, i.e., the individual holding of an FPI (including its investor group (which means multiple entities registered as foreign portfolio investors and directly and indirectly having common ownership of more than 50% of common control)) shall be below 10% of our post-Issue Equity Share capital. In case the total holding of an FPI or investor group increases beyond 10% of the total paid-up Equity Share capital of our Company, on a fully diluted basis or 10% or more of the paid-up value of any series of debentures or preference shares or share warrants that may be issued by our Company, the total investment made by the FPI or investor group will be re-classified as FDI subject to the conditions as specified by SEBI and RBI in this regard. Further, the aggregate limit of all FPIs investments is up to the sectoral cap applicable to the sector in which our Company operates.

FPIs are permitted to participate in the Issue subject to compliance with conditions and restrictions which may be specified by the Government from time to time. FPIs who wish to participate in the Issue are advised to use the Application Form for non-residents. Subject to compliance with all applicable Indian laws, rules, regulations, guidelines and approvals in terms of Regulation 21 of the SEBI FPI Regulations, an FPI may issue, subscribe to or otherwise deal in offshore derivative instruments (as defined under the SEBI FPI Regulations as any instrument, by whatever name called, which is issued overseas by an FPI against securities held by it that are listed or proposed to be listed on any recognised stock exchange in India, as its underlying) directly or indirectly, only in the event (i) such offshore derivative instruments are issued only to persons registered as Category I FPI under the SEBI FPI Regulations; (ii) such offshore derivative instruments are issued only to persons who are eligible for registration as Category I FPIs (where an entity has an investment manager who is from the Financial Action Task Force member country, the investment manager shall not be required to be registered as a Category I FPI); (iii) such offshore derivative instruments are issued after compliance with ‘know your client’ norms; and (iv) compliance with other conditions as may be prescribed by SEBI.

An FPI issuing offshore derivative instruments is also required to ensure that any transfer of offshore derivative instruments issued by or on its behalf, is carried out subject to inter alia the following conditions:

- (a) such offshore derivative instruments are transferred only to persons in accordance with the SEBI FPI Regulations; and
- (b) prior consent of the FPI is obtained for such transfer, except when the persons to whom the offshore derivative instruments are to be transferred to are pre – approved by the FPI.

Procedure for Applications by AIFs, FVCIs, VCFs and FDI route

The SEBI VCF Regulations and the SEBI FVCI Regulations prescribe, among other things, the investment restrictions on VCFs and FVCIs registered with SEBI. Further, the SEBI AIF Regulations prescribe, among other things, the investment restrictions on AIFs.

As per the SEBI VCF Regulations and SEBI FVCI Regulations, VCFs and FVCIs are not permitted to invest in listed companies pursuant to rights issues. Accordingly, applications by VCFs or FVCIs will not be accepted in the Issue. Further, venture capital funds registered as Category I AIFs, as defined in the SEBI AIF Regulations, are not permitted to invest in listed companies pursuant to rights issues. Accordingly, applications by venture capital funds registered as category I AIFs, as defined in the SEBI AIF Regulations, will not be accepted in the Issue. Other categories of AIFs are permitted to apply in the Issue subject to compliance with the SEBI AIF Regulations. Such AIFs having bank accounts with SCSBs that are providing ASBA in cities / centres where such AIFs are located are mandatorily required to make use of the ASBA facility. Otherwise, applications of such AIFs are liable for rejection.

Procedure for Applications by NRIs

Investments by NRIs are governed by the FEMA NDI Rules. Applications will not be accepted from NRIs that are ineligible to participate in the Issue under applicable securities laws.

As per the FEMA NDI Rules, an NRI or Overseas Citizen of India (“OCI”) may purchase or sell capital instruments of a listed Indian company on repatriation basis, on a recognised stock exchange in India, subject

to the conditions, *inter alia*, that the total holding by any individual NRI or OCI will not exceed 5% of the total paid-up equity capital on a fully diluted basis or should not exceed 5% of the paid-up value of each series of debentures or preference shares or share warrants issued by an Indian company and the total holdings of all NRIs and OCIs put together will not exceed 10% of the total paid-up equity capital on a fully diluted basis or shall not exceed 10% of the paid-up value of each series of debentures or preference shares or share warrants.

Further, in accordance with press note 3 of 2020, the FDI Policy has been amended to state that all investments by entities incorporated in a country which shares land border with India or where the beneficial owner of an investment into India is situated in or is a citizen of any such country (“**Restricted Investors**”), will require prior approval of the Government of India. It is not clear from the press note whether or not an issue of the Rights Equity Shares to Restricted Investors will also require prior approval of the Government of India and each Investor should seek independent legal advice about its ability to participate in the Issue. In the event such prior approval has been obtained, the Investor shall intimate our Company and the Registrar about such approval within the Issue Period.

Procedure for Applications by Mutual Funds

A separate application can be made in respect of each scheme of an Indian mutual fund registered with SEBI and such applications shall not be treated as multiple applications. The applications made by asset management companies or custodians of a mutual fund should clearly indicate the name of the concerned scheme for which the application is being made.

No Mutual Fund scheme shall invest more than 10% of its net asset value in equity shares or equity related instruments of any single company provided that the limit of 10% shall not be applicable for investments in case of index funds or exchange traded funded or sector or industry specific schemes. No Mutual Fund under all its schemes should own more than 10% of any company’s paid-up share capital carrying voting rights.

Procedure for Applications by Systemically Important Non-Banking Financial Companies (“NBFC-SI”)

In case of an application made by NBFC-SI registered with RBI, (a) the certificate of registration issued by RBI under Section 45IA of RBI Act, 1934 and (b) net worth certificate from its statutory auditors or any independent chartered accountant based on the last audited financial statements is required to be attached to the application.

Last date for Application

The last date for submission of the duly filled in the Application Form or a plain paper Application is [●], i.e., Issue Closing Date. Our Board or any committee thereof may subject to compliance with applicable law, extend the said date for such period as it may determine from time to time, subject to the Issue Period not exceeding 30 days from the Issue Opening Date (inclusive of the Issue Opening Date).

If the Application Form is not submitted with an SCSB, uploaded with the Stock Exchanges and the Application Money is not blocked with the SCSB, on or before the Issue Closing Date or such date as may be extended by our Board or any committee thereof, the invitation to offer contained in the Letter of Offer shall be deemed to have been declined and our Board or any committee thereof shall be at liberty to dispose of the Equity Shares hereby offered, as set out in the section entitled “*Basis of Allotment*” on page 93.

Please note that on the Issue Closing Date, Applications through ASBA process will be uploaded until 5.00 p.m. (Indian Standard Time) or such extended time as permitted by the Stock Exchanges.

Please ensure that the Application Form and necessary details are filled in. In place of Application number, Investors can mention the reference number of the e-mail received from Registrar informing about their Rights Entitlement or last eight digits of the demat account. Alternatively, SCSBs may mention their internal reference number in place of application number.

Withdrawal of Application

An Investor who has applied in the Issue may withdraw their Application at any time during Issue Period by approaching the SCSB where application is submitted. However, no Investor applying through ASBA facility may withdraw their Application post the Issue Closing Date.

Disposal of Application and Application Money

No acknowledgment will be issued for the Application Money received by our Company. However, the Designated Branches of the SCSBs receiving the Application Form will acknowledge its receipt by stamping and returning the acknowledgment slip at the bottom of each Application Form.

Our Board or a committee thereof reserves its full, unqualified and absolute right to accept or reject any Application, in whole or in part, and in either case without assigning any reason thereto.

In case an Application is rejected in full, the whole of the Application Money will be unblocked in the respective ASBA Accounts, in case of Applications through ASBA. Wherever an Application is rejected in part, the balance of Application Money, if any, after adjusting any money due on Rights Equity Shares Allotted, will be refunded / unblocked in the respective bank accounts from which Application Money was received / ASBA Accounts of the Investor within a period of 2 days from the Issue Closing Date. In case of failure to do so, our Company shall pay interest at such rate and within such time as specified under applicable law.

For further instructions, please read the Application Form carefully.

III. CREDIT OF RIGHTS ENTITLEMENTS IN DEMAT ACCOUNTS OF ELIGIBLE EQUITY SHAREHOLDERS

- ***Rights Entitlements***

As your name appears as a beneficial owner in respect of the paid-up and subscribed Equity Shares held in dematerialised form or appears in the register of members of our Company as an Eligible Equity Shareholder in respect of our Equity Shares held in physical form, as on the Record Date, you may be entitled to subscribe to the number of Rights Equity Shares as set out in the Rights Entitlement Letter.

Eligible Equity Shareholders can also obtain the details of their respective Rights Entitlements from the website of the Registrar (*i.e.*, www.in.mpms.mufg.com) by entering their DP ID and Client ID or folio number (for Eligible Equity Shareholders who hold Equity Shares in physical form as on Record Date) and PAN. The link for the same shall also be available on the website of our Company (*i.e.*, <https://www.hccindia.com/>).

In this regard, our Company has made necessary arrangements with NSDL and CDSL for crediting of the Rights Entitlements to the demat accounts of the Eligible Equity Shareholders in a dematerialized form. A separate ISIN for the Rights Entitlements has also been generated which is ISIN: [●]. The said ISIN shall remain frozen (for debit) until the Issue Opening Date. The said ISIN shall be suspended for transfer by the Depositories post the Issue Closing Date.

Additionally, our Company will submit the details of the total Rights Entitlements credited to the demat accounts of the Eligible Equity Shareholders and the Demat Suspense Account to the Stock Exchanges after completing the corporate action. The details of the Rights Entitlements with respect to each Eligible Equity Shareholders can be accessed by such respective Eligible Equity Shareholders on the website of the Registrar after keying in their respective details along with other security control measures implemented thereat.

Rights Entitlements shall be credited to the respective demat accounts of Eligible Equity Shareholders before the Issue Opening Date only in dematerialised form. Further, if no Application is made by the Eligible Equity Shareholders of Rights Entitlements on or before Issue Closing Date, such Rights Entitlements shall lapse and shall be extinguished after the Issue Closing Date. No Rights Equity Shares for such lapsed Rights Entitlements will be credited, even if such Rights Entitlements were purchased from market and purchaser will lose the premium paid to acquire the Rights Entitlements. Persons who are credited the Rights Entitlements are required to make an Application to apply for Rights Equity Shares offered under the Issue for subscribing to the Rights Equity Shares offered under the Issue.

If Eligible Equity Shareholders holding Equity Shares in physical form as on Record Date, have not provided the details of their demat accounts to our Company or to the Registrar, they are required to provide their demat account details to our Company or the Registrar no later than two clear Working Days prior to the Issue Closing Date, to enable the credit of the Rights Entitlements by way of transfer from the Demat Suspense Account to their respective demat accounts, at least one day before the Issue Closing Date. Such Eligible Equity Shareholders holding shares in physical form can update the details of their respective demat accounts on the website of the Registrar (*i.e.* www.in.mpms.mufg.com). Such Eligible Equity Shareholders can make an Application only after the Rights Entitlements is credited to their respective demat accounts.

In accordance with Regulation 77A of the SEBI ICDR Regulations read with the SEBI ICDR Master Circular, the credit of Rights Entitlements and Allotment of Rights Equity Shares shall be made in dematerialized form only. Prior to the Issue Opening Date, our Company shall credit the Rights Entitlements to the demat accounts of the Eligible Equity Shareholders holding the Equity Shares in dematerialised form.

IV. RENUNCIATION AND TRADING OF RIGHTS ENTITLEMENT

- **Renouncees**

All rights and obligations of the Eligible Equity Shareholders in relation to Applications and refunds pertaining to the Issue shall apply to the Renouncee(s) as well.

- **Renunciation of Rights Entitlements**

The Issue includes a right exercisable by Eligible Equity Shareholders to renounce the Rights Entitlements credited to their respective demat account either in full or in part.

The renunciation from non-resident Eligible Equity Shareholder(s) to resident Indian(s) and *vice versa* shall be subject to provisions of FEMA NDI Rules and other circular, directions, or guidelines issued by RBI or the Ministry of Finance from time to time. However, the facility of renunciation shall not be available to or operate in favour of an Eligible Equity Shareholders being an erstwhile OCB unless the same is in compliance with the FEMA NDI Rules and other circular, directions, or guidelines issued by RBI or the Ministry of Finance from time to time.

The renunciation of Rights Entitlements credited in your demat account can be made either by sale of such Rights Entitlements, using the secondary market platform of the Stock Exchanges or through an off-market transfer.

- **Procedure for Renunciation of Rights Entitlements**

The Eligible Equity Shareholders may renounce the Rights Entitlements, credited to their respective demat accounts, either in full or in part (a) by using the secondary market platform of the Stock Exchanges (the “**On Market Renunciation**”); or (b) through an off-market transfer (the “**Off Market Renunciation**”), during the Renunciation Period. The Investors should have the demat Rights Entitlements credited / lying in his/her own demat account prior to the renunciation. The trades through On Market Renunciation and Off Market Renunciation will be settled by transferring the Rights Entitlements through the depository mechanism.

Investors may be subject to adverse foreign, state or local tax or legal consequences as a result of trading in the Rights Entitlements. Investors who intend to trade in the Rights Entitlements should consult their tax advisor or stock-broker regarding any cost, applicable taxes, charges and expenses (including brokerage) that may be levied for trading in Rights Entitlements.

Please note that the Rights Entitlements which are neither renounced nor subscribed by the Investors on or before the Issue Closing Date shall lapse and shall be extinguished after the Issue Closing Date.

Payment Schedule of Rights Equity Shares

₹[●] per Rights Equity Share (including premium of ₹[●] per Rights Equity Share) shall be payable as follows:

Due Date	Face Value (₹)	Premium (₹) [^]	Total (₹) [^]
On Application	1	[●]	[●]
Total (₹)	1	[●]	[●]

[^] To be finalised upon determination of the Issue Price

Our Company accepts no responsibility to bear or pay any cost, applicable taxes, charges and expenses (including brokerage), and such costs will be incurred solely by the Investors.

(a) **On Market Renunciation**

The Eligible Equity Shareholders may renounce the Rights Entitlements, credited to their respective demat accounts by trading/selling them on the secondary market platform of the Stock Exchanges through a registered stock-broker in the same manner as the existing Equity Shares of our Company.

In this regard, in terms of provisions of the SEBI ICDR Regulations and the SEBI ICDR Master Circular, the Rights Entitlements credited to the respective demat accounts of the Eligible Equity Shareholders shall be admitted for trading on the Stock Exchanges under ISIN: [●] subject to requisite approvals. Prior to the Issue Opening Date, our Company will obtain the approval from the Stock Exchanges for trading of Rights Entitlements. No assurance can be given regarding the active or sustained On Market Renunciation or the price at which the Rights Entitlements will trade. The details for trading in Rights Entitlements will be as specified by the Stock Exchanges from time to time.

The Rights Entitlements are tradable in dematerialized form only. The market lot for trading of Rights Entitlements is 1 (one) Rights Entitlements.

The On Market Renunciation shall take place only during the Renunciation Period for On Market Renunciation, i.e., from [●] to [●] (both days inclusive).

The Investors holding the Rights Entitlements who desire to sell their Rights Entitlements will have to do so through their registered stock-brokers by quoting the ISIN: [●] and indicating the details of the Rights Entitlements they intend to trade. The Investors can place order for sale of Rights Entitlements only to the extent of Rights Entitlements available in their demat account.

The On Market Renunciation shall take place electronically on secondary market platform of BSE and NSE under automatic order matching mechanism and on 'T+2 rolling settlement basis', where 'T' refers to the date of trading. The transactions will be settled on trade-for-trade basis. Upon execution of the order, the stock-broker will issue a contract note in accordance with the requirements of the Stock Exchanges and the SEBI.

(b) Off Market Renunciation

The Eligible Equity Shareholders may renounce the Rights Entitlements, credited to their respective demat accounts by way of an off-market transfer through a depository participant. The Rights Entitlements can be transferred in dematerialised form only.

Eligible Equity Shareholders are requested to ensure that renunciation through off-market transfer is completed in such a manner that the Rights Entitlements are credited to the demat account of the Renouncees on or prior to the Issue Closing Date to enable Renouncees to subscribe to the Rights Equity Shares in the Issue.

The Investors holding the Rights Entitlements who desire to transfer their Rights Entitlements will have to do so through their depository participant by issuing a delivery instruction slip quoting the ISIN: [●], the details of the buyer and the details of the Rights Entitlements they intend to transfer. The buyer of the Rights Entitlements (unless already having given a standing receipt instruction) has to issue a receipt instruction slip to their depository participant. The Investors can transfer Rights Entitlements only to the extent of Rights Entitlements available in their demat account.

The instructions for transfer of Rights Entitlements can be issued during the working hours of the depository participants.

The detailed rules for transfer of Rights Entitlements through off-market transfer shall be as specified by the NSDL and CDSL from time to time.

V. MODE OF PAYMENT

All payments against the Application Forms shall be made only through ASBA facility. The Registrar will not accept any payments against the Application Forms, if such payments are not made through ASBA facility.

Under the ASBA facility, the Investor agrees to block the entire amount payable on Application with the submission of the Application Form, by authorizing the SCSB to block an amount, equivalent to the amount payable on Application, in the Investor's ASBA Account. The SCSB may reject the application at the time of acceptance of Application Form if the ASBA Account, details of which have been provided by the Investor in the Application Form does not have sufficient funds equivalent to the amount payable on Application mentioned in the Application Form. Subsequent to the acceptance of the Application by the SCSB, our Company would have a right to reject the Application on technical grounds as set forth in this Draft Letter of Offer and the Letter of Offer.

After verifying that sufficient funds are available in the ASBA Account details of which are provided in the Application Form, the SCSB shall block an amount equivalent to the Application Money mentioned in the Application Form until the Transfer Date. On the Transfer Date, upon receipt of intimation from the Registrar, of the receipt of minimum subscription and pursuant to the finalization of the Basis of Allotment as approved by the Designated Stock Exchange, the SCSBs shall transfer such amount as per the Registrar's instruction from the ASBA Account into the Allotment Account(s) which shall be a separate bank account maintained by our Company, other than the bank account referred to in sub-section (3) of Section 40 of the Companies Act, 2013. The balance amount remaining after the finalisation of the Basis of Allotment on the Transfer Date shall be unblocked by the SCSBs on the basis of the instructions issued in this regard by the Registrar to the respective SCSB.

In terms of RBI Circular DBOD No. FSC BC 42/24.47.00/2003- 04 dated November 5, 2003, the stock invest scheme has been withdrawn. Hence, payment through stock invest would not be accepted in the Issue.

Mode of payment for Resident Investors

All payments on the Application Forms shall be made only through ASBA facility. Applicants are requested to strictly adhere to these instructions.

Mode of payment for Non-Resident Investors

As regards the Application by non-resident Investors, payment must be made only through ASBA facility and using permissible accounts in accordance with FEMA, FEMA NDI Rules and requirements prescribed by RBI and subject to the following:

1. In case where repatriation benefit is available, interest, dividend, sales proceeds derived from the investment in Rights Equity Shares can be remitted outside India, subject to tax, as applicable according to the Income-Tax Act. However, please note that conditions applicable at the time of original investment in our Company by the Eligible Equity Shareholder including repatriation shall not change and remain the same for subscription in the Issue or subscription pursuant to renunciation in the Issue.
2. Subject to the above, in case Rights Equity Shares are Allotted on a non-repatriation basis, the dividend and sale proceeds of the Rights Equity Shares cannot be remitted outside India.
3. In case of an Application Form received from non-residents, Allotment, refunds and other distribution, if any, will be made in accordance with the guidelines and rules prescribed by RBI as applicable at the time of making such Allotment, remittance and subject to necessary approvals.
4. Application Forms received from non-residents/ NRIs, or persons of Indian origin residing abroad for Allotment of Rights Equity Shares shall, amongst other things, be subject to conditions, as may be imposed from time to time by RBI under FEMA, in respect of matters including Refund of Application Money and Allotment.
5. In the case of NRIs who remit their Application Money from funds held in FCNR/NRE Accounts, refunds and other disbursements, if any shall be credited to such account.
6. Non-resident Renouncees who are not Eligible Equity Shareholders must submit regulatory approval for applying for Additional Rights Equity Shares.

VI. BASIS FOR THE ISSUE AND TERMS OF THE ISSUE

The Rights Equity Shares are being offered for subscription to the Eligible Equity Shareholders whose names appear as beneficial owners as per the list to be furnished by the Depositories in respect of our Equity Shares held in dematerialised form and on the register of members of our Company in respect of our Equity Shares held in physical form at the close of business hours on the Record Date.

For principal terms of Issue such as face value, Issue Price, Rights Entitlement, see “*The Issue*” beginning on page 42.

• ***Fractional Entitlements***

The Rights Equity Shares are being offered on a rights basis to Eligible Equity Shareholders in the ratio of [●] ([●]) Equity Share for every [●] ([●]) Equity Shares held on the Record Date. For Equity Shares being offered on a rights basis under the Issue, if the shareholding of any of the Eligible Equity Shareholders is less than [●] ([●]) Equity Shares or not in the multiple of [●], the fractional entitlement of such Eligible Equity Shareholders shall be ignored in the computation of the Rights Entitlement. However, the Eligible Equity Shareholders whose fractional entitlements are being ignored, will be given preferential consideration for the allotment of one additional Equity Share each if they apply for additional Equity Shares over and above their Rights Entitlement, if any.

Further, the Eligible Equity Shareholders holding less than [●] ([●]) Equity Shares as on Record Date shall have ‘zero’ entitlement in the Issue. Such Eligible Equity Shareholders are entitled to apply for additional Equity Shares and will be given preference in the allotment of one additional Equity Share if, such Eligible Equity Shareholders apply for the additional Equity Shares. However, they cannot renounce the same in favour of third parties and the application forms shall be non-negotiable.

• ***Ranking***

The Rights Equity Shares to be issued and Allotted pursuant to the Issue shall be subject to the provisions of this Draft Letter of Offer, the Letter of Offer, the Rights Entitlement Letter, the Application Form, and the Memorandum of Association and the Articles of Association, the provisions of the Companies Act, 2013, FEMA, the SEBI ICDR Regulations, the SEBI Listing Regulations, and the guidelines, notifications and regulations issued by SEBI, the Government of India and other statutory and regulatory authorities from time to time, the terms of the Listing Agreements entered into by our Company with the Stock Exchanges and the terms and conditions as stipulated in the Allotment advice. The Rights Equity Shares to be issued and Allotted under the Issue, upon being made fully paid-up, shall rank *pari passu* with the existing Equity Shares, in all respects including dividends.

- ***Listing and trading of the Rights Equity Shares to be issued pursuant to the Issue***

Subject to receipt of the listing and trading approvals, the Rights Equity Shares proposed to be issued on a rights basis shall be listed and admitted for trading on the Stock Exchanges. Unless otherwise permitted by the SEBI ICDR Regulations, the Rights Equity Shares Allotted pursuant to the Issue will be listed as soon as practicable and all steps for completion of necessary formalities for listing and commencement of trading in the Rights Equity Shares will be taken within such period prescribed under the SEBI ICDR Regulations. Our Company has received in-principle approval from the BSE through letter bearing reference number [●] dated [●] and from the NSE through letter bearing reference number [●] dated [●] for listing of the Rights Equity Shares to be Allotted in the Issue. Our Company will apply to the Stock Exchanges for final approvals for the listing and trading of the Rights Equity Shares subsequent to their Allotment. No assurance can be given regarding the active or sustained trading in the Rights Equity Shares or the price at which the Rights Equity Shares offered under the Issue will trade after the listing thereof.

The existing Equity Shares are listed and traded on BSE (Scrip Code: 500185) and NSE (Symbol: HCC) under the ISIN: INE549A01026. The Rights Equity Shares shall be credited to a temporary ISIN which will be frozen until the receipt of the final listing/ trading approvals from the Stock Exchanges. Upon receipt of such listing and trading approvals, the Rights Equity Shares shall be debited from such temporary ISIN and credited to the new ISIN for the Rights Equity Shares and thereafter be available for trading and the temporary ISIN shall be permanently deactivated in the depository system of CDSL and NSDL.

The listing and trading of the Rights Equity Shares issued pursuant to the Issue shall be based on the current regulatory framework then applicable. Accordingly, any change in the regulatory regime would affect the listing and trading schedule.

In case our Company fails to obtain listing or trading permission from the Stock Exchanges, our Company shall refund through verifiable means/unblock the respective ASBA Accounts, the entire monies received/blocked within four days of receipt of intimation from the Stock Exchanges, rejecting the application for listing of the Rights Equity Shares, and if any such money is not refunded/ unblocked within fifteen days after our Company becomes liable to repay it, our Company and every director of our Company who is an officer-in-default shall, on and from the expiry of the fourth day, be jointly and severally liable to repay that money with interest at rates prescribed under applicable law.

- ***Subscription to the Issue by our Promoters and members of our Promoter Group***

For details of the intent and extent of subscription by our Promoters and members of our Promoter Group, see “*Summary of this Draft Letter of Offer – Intention and extent of participation by our Promoters and Promoter Group with respect to (i) their rights entitlement; (ii) their intention to subscribe over and above their rights entitlement; and (iii) their intention to renounce their rights entitlement to specific investors*” on page 14.

- ***Rights of Holders of Equity Shares of our Company***

Subject to applicable laws, Equity Shareholders who have been Allotted Rights Equity Shares pursuant to the Issue shall have the following rights:

- (a) The right to receive dividend, if declared;
- (b) The right to receive surplus on liquidation;
- (c) The right to receive offers for rights shares and be allotted bonus shares, if announced;
- (d) The right to free transferability of Rights Equity Shares;
- (e) The right to attend general meetings of our Company and exercise voting powers in accordance with law, unless prohibited / restricted by law and as disclosed in this Draft Letter of Offer; and
- (f) Such other rights as may be available to a shareholder of a listed public company under the Companies Act, 2013, the Memorandum of Association and the Articles of Association.

VII. GENERAL TERMS OF THE ISSUE

- ***Market Lot***

The Equity Shares of our Company shall be tradable only in dematerialized form. The market lot for Equity Shares in dematerialised mode is one Equity Share.

- ***Joint Holders***

Where two or more persons are registered as the holders of any Equity Shares, they shall be deemed to hold the same as the joint holders with the benefit of survivorship subject to the provisions contained in our Articles of Association. In case of Equity Shares held by joint holders, the Application submitted in physical mode to the Designated Branch of the SCSBs would be required to be signed by all the joint holders (in the same order as appearing in the records of the Depository) to be considered as valid for allotment of Equity Shares offered in the Issue.

- ***Nomination***

Nomination facility is available in respect of the Equity Shares in accordance with the provisions of the Section 72 of the Companies Act, 2013, read with Rule 19 of the Companies (Share Capital and Debenture) Rules, 2014.

Since the Allotment is in dematerialised form, there is no need to make a separate nomination for the Equity Shares to be Allotted in the Issue. Nominations registered with the respective DPs of the Investors would prevail. Any Investor holding Equity Shares in dematerialised form and desirous of changing the existing nomination is requested to inform its Depository Participant.

- ***Arrangements for Disposal of Odd Lots***

The Equity Shares shall be traded in dematerialised form only and, therefore, the marketable lot shall be one Equity Share and hence, no arrangements for disposal of odd lots are required.

- ***Restrictions on transfer and transmission of shares and on their consolidation/splitting***

There are no restrictions on transfer and transmission and on their consolidation/splitting of shares issued pursuant the Issue. However, the Investors should note that pursuant to the provisions of the SEBI Listing Regulations, with effect from April 1, 2019, except in case of transmission or transposition of securities, the request for transfer of securities shall not be affected unless the securities are held in the dematerialized form with a depository.

- ***Notices***

Our Company will send through email, the Letter of Offer, the Application Form, the Rights Entitlement Letter and other Issue material only to the Eligible Equity Shareholders who have provided Indian address or who are located in jurisdictions where the offer and sales of the Rights Equity Shares is permitted under the laws of such jurisdiction, subject to compliance with Applicable Law in India. In case such Eligible Equity Shareholders have provided their valid e-mail address, the Letter of Offer, the Application Form, the Rights Entitlement Letter and other Issue material will be sent only to their valid e-mail address and in case such Eligible Equity Shareholders have not provided their e-mail address, then the Letter of Offer, the Application Form, the Rights Entitlement Letter and other Issue material will be physically dispatched, on a reasonable effort basis, to the Indian addresses provided by them.

Further, the Letter of Offer will be physically sent/ dispatched to the Eligible Equity Shareholders who have provided their Indian address and who have made a request in this regard.

All notices to the Eligible Equity Shareholders required to be given by our Company shall be published in one English language national daily newspaper with wide circulation, one Hindi language national daily newspaper with wide circulation and one Marathi language daily newspaper with wide circulation (Marathi being the regional language of Mumbai, where our Registered Office is situated).

This Draft Letter of Offer, the Letter of Offer and the Application Form shall also be submitted with the Stock Exchanges for making the same available on their websites.

- ***Offer to Non-Resident Eligible Equity Shareholders/Investors***

As per Rule 7 of the FEMA NDI Rules, RBI has given general permission to Indian companies to issue rights equity shares to non-resident equity shareholders including additional rights equity shares. Further, as per the Master Direction on Foreign Investment in India dated January 4, 2018 issued by RBI, non-residents may, amongst other things, (i) subscribe for additional shares over and above their rights entitlements; (ii) renounce the shares offered to them either in full or part thereof in favour of a person named by them; or (iii) apply for the shares renounced in their favour. The permissions available under (i) and (ii) above are not available to investors who have been allotted such shares as Overseas Corporate Bodies. Applications received from NRIs and non-residents for allotment of Rights Equity Shares shall be, amongst other things, subject to the conditions imposed from time to time by RBI under FEMA in the matter of Application, refund of Application Money, Allotment of Rights Equity Shares and issue of Rights Entitlement Letters/ letters of

Allotment/Allotment advice. If a non-resident or NRI Investor has specific approval from RBI or any other governmental authority, in connection with his shareholding in our Company, such person should enclose a copy of such approval with the Application details and send it to the Registrar at www.in.mpms.mufg.com. It will be the sole responsibility of the Investors to ensure that the necessary approval from the RBI or the governmental authority is valid in order to make any investment in the Issue and our Company will not be responsible for any such allotments made by relying on such approvals.

The Letter of Offer, the Rights Entitlement Letter and Application Form shall be physically dispatched only to the Indian addresses of the non-resident Eligible Equity Shareholders on a reasonable efforts basis, who have provided an Indian address to our Company and located in jurisdictions where the offer and sale of the Rights Equity Shares may be permitted under laws of such jurisdictions. Eligible Equity Shareholders can access this Draft Letter of Offer, the Letter of Offer and the Application Form (provided that the Eligible Equity Shareholder is eligible to subscribe for the Rights Equity Shares under applicable securities laws) from the websites of the Registrar, our Company and the Stock Exchanges. Further, Application Forms will be made available at Registered and Corporate Office of our Company for the non-resident Indian Applicants. Our Board may at its absolute discretion, agree to such terms and conditions as may be stipulated by RBI while approving the Allotment. The Rights Equity Shares purchased by non-residents shall be subject to the same conditions including restrictions in regard to the repatriation as are applicable to the original Equity Shares against which Rights Equity Shares are issued on rights basis.

An Application made shall be subject to the provisions of FEMA and the FEMA NDI Rules. Further, the shareholding on the basis of which an Eligible Equity Shareholder is entitled to their respective Rights Entitlement, must have been acquired and held as per the provisions of the FEMA NDI Rules.

In case of change of status of holders, i.e., from resident to non-resident, a new demat account must be opened. Any Application from a demat account which does not reflect the accurate status of the Applicant is liable to be rejected at the sole discretion of our Company.

The non-resident Eligible Equity Shareholders can update their Indian address in the records maintained by the Registrar to the Issue and our Company by submitting their respective copies of self-attested proof of address, passport, etc. at www.in.mpms.mufg.com.

ALLOTMENT OF THE RIGHTS EQUITY SHARES IN DEMATERIALIZED FORM

PLEASE NOTE THAT THE RIGHTS EQUITY SHARES APPLIED FOR IN THE ISSUE CAN BE ALLOTTED ONLY IN DEMATERIALIZED FORM AND TO THE SAME DEPOSITORY ACCOUNT IN WHICH OUR EQUITY SHARES ARE HELD BY SUCH INVESTOR ON THE RECORD DATE. FOR DETAILS, SEE “ALLOTMENT ADVICE OR REFUND/ UNBLOCKING OF ASBA ACCOUNTS” ON PAGE 94.

VIII. ISSUE SCHEDULE

LAST DATE FOR CREDIT OF RIGHTS ENTITLEMENTS	[●]
ISSUE OPENING DATE	[●]
LAST DATE FOR ON MARKET RENUNCIATION OF RIGHTS ENTITLEMENTS	[●]
DATE OF CLOSURE OF OFF MARKET TRANSFER OF RIGHTS ENTITLEMENTS[#]	[●]
ISSUE CLOSING DATE[*]	[●]
FINALISATION OF BASIS OF ALLOTMENT (ON OR ABOUT)	[●]
DATE OF ALLOTMENT (ON OR ABOUT)	[●]
DATE OF CREDIT (ON OR ABOUT)	[●]
DATE OF LISTING (ON OR ABOUT)	[●]

[#] Eligible Equity Shareholders are requested to ensure that renunciation through off-market transfer is completed in such a manner that the Rights Entitlements are credited to the demat account of the Renouncees on or prior to the Issue Closing Date.

^{*} Our Board or the Securities Issuance Committee of the Board will have the right to extend the Issue Period as it may determine from time to time but not exceeding 30 days from the Issue Opening Date (inclusive of the Issue Opening Date). Further, no withdrawal of Application shall be permitted by any Applicant after the Issue Closing Date.

Please note that if Eligible Equity Shareholders holding Equity Shares in physical form as on Record Date, have not provided the details of their demat accounts to our Company or to the Registrar, they are required to provide their demat account details to our Company or the Registrar no later than two clear Working Days prior to the Issue Closing Date, i.e., [●], to enable the credit of the Rights Entitlements by way of transfer from the Demat Suspense Account to their respective demat accounts, at least one day before the Issue Closing Date, i.e., [●].

IX. BASIS OF ALLOTMENT

Subject to the provisions contained in this Draft Letter of Offer, the Letter of Offer, the Rights Entitlement Letter, the Application Form, the Articles of Association and the approval of the Designated Stock Exchange, our Board will proceed to Allot the Rights Equity Shares in the following order of priority:

- (a) Full Allotment to those Eligible Equity Shareholders who have applied for their Rights Entitlements of Rights Equity Shares either in full or in part and also to the Renouncee(s) who has or have applied for Rights Equity Shares renounced in their favour, in full or in part.
- (b) Eligible Equity Shareholders whose fractional entitlements are being ignored and Eligible Equity Shareholders with zero entitlement, would be given preference in allotment of one Additional Rights Equity Share each if they apply for Additional Rights Equity Shares. Allotment under this head shall be considered if there are any unsubscribed Rights Equity Shares after allotment under (a) above. If number of Rights Equity Shares required for Allotment under this head are more than the number of Rights Equity Shares available after Allotment under (a) above, the Allotment would be made on a fair and equitable basis in consultation with the Designated Stock Exchange and will not be a preferential allotment.
- (c) Allotment to the Eligible Equity Shareholders who having applied for all the Rights Equity Shares offered to them as part of the Issue, have also applied for Additional Rights Equity Shares. The Allotment of such Additional Rights Equity Shares will be made as far as possible on an equitable basis having due regard to the number of Equity Shares held by them on the Record Date, provided there are any unsubscribed Rights Equity Shares after making full Allotment in (a) and (b) above. The Allotment of such Rights Equity Shares will be at the sole discretion of our Board in consultation with the Designated Stock Exchange, as a part of the Issue and will not be a preferential allotment.
- (d) Allotment to Renouncees who having applied for all the Rights Equity Shares renounced in their favour, have applied for Additional Rights Equity Shares provided there is surplus available after making full Allotment under (a), (b) and (c) above. The Allotment of such Rights Equity Shares will be made on a proportionate basis having due regard to the number of Rights Entitlement held by them as on Issue Closing Date and in consultation with the Designated Stock Exchange, as a part of the Issue and will not be a preferential allotment.
- (e) Allotment to any specific investor(s) disclosed by our Company in terms of the SEBI ICDR Regulations before opening of the Issue, provided that there is surplus available after making full Allotment under (a), (b), (c) and (d) above. The Allotment of such Rights Equity Shares will be at the sole discretion of our Board in consultation with the Designated Stock Exchange, as a part of the Issue and will not be a preferential allotment.
- (f) Allotment to any other person, subject to applicable laws, that our Board may deem fit, provided there is surplus available after making Allotment under (a), (b), (c) (d) and (e) above, and the decision of our Board in this regard shall be final and binding.

After taking into account Allotment to be made under (a) to (e) above, if there is any unsubscribed portion, the same shall be deemed to be 'unsubscribed'.

Upon approval of the Basis of Allotment by the Designated Stock Exchange, the Registrar shall send to the Controlling Branches, a list of the Investors who have been allocated Rights Equity Shares in the Issue, along with:

1. The amount to be transferred from the ASBA Account to the separate bank account opened by our Company for the Issue, for each successful Application;
2. The date by which the funds referred to above, shall be transferred to the aforesaid bank account; and
3. The details of rejected ASBA applications, if any, to enable the SCSBs to unblock the respective ASBA Accounts.
4. Further, the list of Applicants eligible for refund with corresponding amount will also be shared with Banker to the Issue to refund such Applicants.

X. ALLOTMENT ADVICE OR REFUND/ UNBLOCKING OF ASBA ACCOUNTS

Our Company will send/ dispatch Allotment advice, refund intimations, if applicable, or demat credit of securities and/or letters of regret, only to the Investors who have provided Indian address or who are located in jurisdictions where the offer and sales of the Rights Equity Shares is permitted under the laws of such jurisdiction, subject to compliance with Applicable Law in India; along with crediting the Allotted Rights Equity Shares to the respective beneficiary accounts (only in dematerialised mode) or in Demat Suspense Account (in respect of Eligible Equity Shareholders holding Equity Shares in physical form on the Allotment Date) or issue instructions for unblocking the funds in the respective ASBA Accounts, if any, within a period of 2 days from the Issue Closing Date. In case of failure to do so, our Company and our Directors who are "officers in default" shall pay interest at such other rate as specified under applicable law from the expiry of such 2 days' period.

The Rights Entitlements will be credited in the dematerialized form using electronic credit under the depository system and the Allotment advice shall be sent, through a mail, to the Indian mail address provided to our Company or at the address recorded with the Depository.

In the case of non-resident Investors who remit their Application Money from funds held in the NRE or the FCNR Accounts, unblocking refunds and/or payment of interest or dividend and other disbursements, if any, shall be credited to such accounts.

Where an Applicant has applied for Additional Rights Equity Shares in the Issue and is Allotted a lesser number of Rights Equity Shares than applied for, the excess Application Money paid/blocked shall be refunded/unblocked. The unblocking of ASBA funds / refund of monies shall be completed be within such period as prescribed under the SEBI ICDR Regulations. In the event that there is a delay in making refunds beyond such period as prescribed under applicable law, our Company shall pay the requisite interest at such rate as prescribed under applicable law.

Payment Terms

₹[●] per Rights Equity Share (including premium of ₹[●] per Rights Equity Share) shall be payable as follows:

Due Date	Face Value (₹)^	Premium (₹)^	Total (₹)^
On Application	[●]	[●]	[●]
Total (₹)	[●]	[●]	[●]

^ To be finalised upon determination of the Issue Price

XI. PAYMENT OF REFUND

• Mode of making refunds

The payment of refund, if any, including in the event of oversubscription or failure to list or otherwise would be done through any of the following modes.

- (a) Unblocking amounts blocked using ASBA facility.
- (b) **NACH** – National Automated Clearing House is a consolidated system of electronic clearing service. Payment of refund would be done through NACH for Applicants having an account at one of the centres specified by RBI, where such facility has been made available. This would be subject to availability of complete bank account details including a Magnetic Ink Character Recognition (“MICR”) code wherever applicable from the depository. The payment of refund through NACH is mandatory for Applicants having a bank account at any of the centres where NACH facility has been made available by RBI (subject to availability of all information for crediting the refund through NACH including the MICR code as appearing on a cheque leaf, from the depositories), except where Applicant is otherwise disclosed as eligible to get refunds through NEFT or Direct Credit or RTGS.
- (c) **National Electronic Fund Transfer (“NEFT”)** – Payment of refund shall be undertaken through NEFT wherever the Investors’ bank has been assigned the Indian Financial System Code (“**IFSC Code**”), which can be linked to a MICR, allotted to that particular bank branch. IFSC Code will be obtained from the website of RBI as on a date immediately prior to the date of payment of refund, duly mapped with MICR numbers. Wherever the Investors have registered their nine digit MICR number and their bank account number with the Registrar to our Company or with the Depository Participant while opening and operating the demat account, the same will be duly mapped with the IFSC Code of that particular bank branch and the payment of refund will be made to the Investors through this method.
- (d) **Direct Credit** – Investors having bank accounts with the Banker to the Issue shall be eligible to receive refunds through direct credit. Charges, if any, levied by the relevant bank(s) for the same would be borne by our Company.
- (e) **RTGS** – If the refund amount exceeds ₹2,00,000, the Investors have the option to receive refund through RTGS. Such eligible Investors who indicate their preference to receive refund through RTGS are required to provide the IFSC Code in the Application Form. In the event the same is not provided, refund shall be made through NACH or any other eligible mode. Charges, if any, levied by the Investor’s bank receiving the credit would be borne by the Investor.
- (f) For all other Investors, the refund orders will be dispatched through speed post or registered post subject to applicable laws. Such refunds will be made by cheques, pay orders or demand drafts drawn in favour of the sole/first Investor and payable at par.
- (g) Credit of refunds to Investors in any other electronic manner, permissible by SEBI from time to time.

Refund payment to non-residents

The Application Money will be unblocked in the ASBA Account of the non-resident Applicants, details of which were provided in the Application Form.

XII. ALLOTMENT ADVICE OR DEMAT CREDIT OF SECURITIES

The demat credit of securities to the respective beneficiary accounts will be credited within 2 days from the Issue Closing Date or such other timeline in accordance with applicable laws.

- **Receipt of the Rights Equity Shares in Dematerialized Form**

PLEASE NOTE THAT THE RIGHTS EQUITY SHARES APPLIED FOR UNDER THE ISSUE CAN BE ALLOTTED ONLY IN DEMATERIALIZED FORM AND TO (A) THE SAME DEPOSITORY ACCOUNT/ CORRESPONDING PAN IN WHICH THE EQUITY SHARES ARE HELD BY SUCH INVESTOR ON THE RECORD DATE, OR (B) THE DEPOSITORY ACCOUNT, DETAILS OF WHICH HAVE BEEN PROVIDED TO OUR COMPANY OR THE REGISTRAR AT LEAST TWO CLEAR WORKING DAYS PRIOR TO THE ISSUE CLOSING DATE BY THE ELIGIBLE EQUITY SHAREHOLDER HOLDING EQUITY SHARES IN PHYSICAL FORM AS ON THE RECORD DATE.

Investors shall be Allotted the Rights Equity Shares in dematerialized (electronic) form. Our Company has signed two agreements with the respective Depositories and the Registrar to the Issue, which enables the Investors to hold and trade in the securities issued by our Company in a dematerialized form, instead of holding the Equity Shares in the form of physical certificates:

- a) Tripartite agreement dated October 11, 2006, amongst our Company, NSDL and the Registrar to the Issue; and
- b) Tripartite agreement dated September 18, 2006, amongst our Company, CDSL and the Registrar to the Issue.

INVESTORS MAY PLEASE NOTE THAT THE RIGHTS EQUITY SHARES CAN BE TRADED ON THE STOCK EXCHANGES ONLY IN DEMATERIALIZED FORM.

The procedure for availing the facility for Allotment of Rights Equity Shares in the Issue in the dematerialised form is as under:

1. Open a beneficiary account with any depository participant (care should be taken that the beneficiary account should carry the name of the holder in the same manner as is registered in the records of our Company. In the case of joint holding, the beneficiary account should be opened carrying the names of the holders in the same order as registered in the records of our Company). In case of Investors having various folios in our Company with different joint holders, the Investors will have to open separate accounts for such holdings. Those Investors who have already opened such beneficiary account(s) need not adhere to this step.
2. It should be ensured that the depository account is in the name(s) of the Investors and the names are in the same order as in the records of our Company or the Depositories.
3. The responsibility for correctness of information filled in the Application Form *vis-a-vis* such information with the Investor's depository participant, would rest with the Investor. Investors should ensure that the names of the Investors and the order in which they appear in Application Form should be the same as registered with the Investor's depository participant.
4. If incomplete or incorrect beneficiary account details are given in the Application Form, the Investor will not get any Rights Equity Shares and the Application Form will be rejected.
5. The Rights Equity Shares will be allotted to Applicants only in dematerialized form and would be directly credited to the beneficiary account as given in the Application Form after verification. Allotment advice, refund order (if any) would be sent through physical dispatch, by the Registrar but the Applicant's depository participant will provide to him the confirmation of the credit of such Rights Equity Shares to the Applicant's depository account.
6. Non-transferable Allotment advice/ refund intimation will be directly sent to the Investors by the Registrar, on their registered email address or through physical dispatch.
7. Renouncees will also have to provide the necessary details about their beneficiary account for Allotment of Rights Equity Shares in the Issue. In case these details are incomplete or incorrect, the Application is liable to be rejected.

8. Dividend or other benefits with respect to the Equity Shares held in dematerialized form would be paid to those Equity Shareholders whose names appear in the list of beneficial owners given by the Depository Participant to our Company as on the date of the book closure.
9. Eligible Equity Shareholders holding Equity Shares in physical form as on Record Date, and who have not provided the details of their demat accounts to our Company or to the Registrar at least two clear Working Days prior to the Issue Closing Date, shall not be able to apply in the Issue.

XIII. IMPERSONATION

Attention of the Investors is specifically drawn to the provisions of sub-section (1) of Section 38 of the Companies Act, 2013 which is reproduced below:

“Any person who –

- a) *makes or abets making of an application in a fictitious name to a company for acquiring, or subscribing for, its securities; or*
- b) *makes or abets making of multiple applications to a company in different names or in different combinations of his name or surname for acquiring or subscribing for its securities; or*
- c) *otherwise induces directly or indirectly a company to allot, or register any transfer of, securities to him, or to any other person in a fictitious name, shall be liable for action under Section 447.”*

The liability prescribed under Section 447 of the Companies Act, 2013 for fraud involving an amount of at least ₹0.10 crores or 1% of the turnover of the company, whichever is lower, includes imprisonment for a term which shall not be less than six months extending up to 10 years and fine of an amount not less than the amount involved in the fraud, extending up to three times such amount (provided that where the fraud involves public interest, such term shall not be less than three years.) Further, where the fraud involves an amount less than ₹0.10 crores or one per cent of the turnover of the company, whichever is lower, and does not involve public interest, any person guilty of such fraud shall be punishable with imprisonment for a term which may extend to five years or with fine which may extend to ₹0.50 crores or with both.

XIV. UTILISATION OF ISSUE PROCEEDS

Our Board declares that:

- A. All monies received out of the Issue shall be transferred to a separate bank account;
- B. Details of all monies utilized out of the Issue referred to under (A) above shall be disclosed, and continue to be disclosed till the time any part of the Issue Proceeds remains unutilised, under an appropriate separate head in the balance sheet of our Company indicating the purpose for which such monies have been utilised; and
- C. Details of all unutilized monies out of the Issue referred to under (A) above, if any, shall be disclosed under an appropriate separate head in the balance sheet of our Company indicating the form in which such unutilized monies have been invested.

XV. UNDERTAKINGS BY OUR COMPANY

Our Company undertakes the following:

- 1) The complaints received in respect of the Issue shall be attended to by our Company expeditiously and satisfactorily.
- 2) All steps for completion of the necessary formalities for listing and commencement of trading at all Stock Exchanges where the Equity Shares are to be listed will be taken by our Board within the time limit specified by SEBI.
- 3) The funds required for making refunds / unblocking to unsuccessful Applicants as per the mode(s) disclosed shall be made available to the Registrar by our Company.
- 4) Where refunds are made through electronic transfer of funds, a suitable communication shall be sent to the Investor within 2 days of the Issue Closing Date, giving details of the banks where refunds shall be credited along with amount and expected date of electronic credit of refund.
- 5) In case of refund / unblocking of the Application Money for unsuccessful Applicants or part of the Application Money in case of proportionate Allotment, a suitable communication shall be sent to the Applicants.

- 6) No further issue of securities shall be made till the securities offered through the Letter of Offer are listed or till the application monies are refunded on account of non-listing, under subscription, etc., other than as disclosed in accordance with Regulation 97 of SEBI ICDR Regulations.
- 7) Adequate arrangements shall be made to collect all ASBA Applications.
- 8) As on date, our Company does not have any convertible debt instruments except OCDs.
- 9) Our Company shall comply with such disclosure and accounting norms specified by SEBI from time to time.

XVI. INVESTOR GRIEVANCES, COMMUNICATION AND IMPORTANT LINKS

1. Please read the Letter of Offer carefully before taking any action. The instructions contained in the Application Form and the Rights Entitlement Letter are an integral part of the conditions of this Draft Letter of Offer and must be carefully followed; otherwise the Application is liable to be rejected.
2. All enquiries in connection with this Draft Letter of Offer, the Rights Entitlement Letter or Application Form must be addressed (quoting the registered folio number in case of Eligible Equity Shareholders who hold Equity Shares in physical form as on Record Date or the DP ID and Client ID number, the Application Form number and the name of the first Eligible Equity Shareholder as mentioned on the Application Form and superscribed "Hindustan Construction Company Limited– Rights Issue" on the envelope and postmarked in India) to the Registrar at the following address:

Registrar to the Issue

MUFG Intime India Private Limited (formerly Link Intime India Private Limited)

C-101, 1st Floor, 247 Park

L.B.S. Marg, Vikhroli (West)

Mumbai 400 083

Maharashtra, India

Tel: +91 810 811 4949

E-mail: hccltd.rights2025@in.mpms.mufig.com

Investor Grievance ID: hccltd.rights2025@in.mpms.mufig.com

Contact Person: Shanti Gopalakrishnan

Website: www.in.mpms.mufig.com

SEBI Registration No.: INR000004058

3. In accordance with SEBI ICDR Master Circular, frequently asked questions and online/ electronic dedicated investor helpdesk for guidance on the Application process and resolution of difficulties faced by the Investors will be available on the website of the Registrar (www.in.mpms.mufig.com). Further, helpline number provided by the Registrar for guidance on the Application process and resolution of difficulties is +91 810 811 4949.
4. The Investors can visit following links for the below-mentioned purposes:
 - a) Frequently asked questions and online/ electronic dedicated investor helpdesk for guidance on the Application process and resolution of difficulties faced by the Investors: www.in.mpms.mufig.com;
 - b) Updation of Indian address/ e-mail address/ phone or mobile number in the records maintained by the Registrar or our Company: www.in.mpms.mufig.com;
 - c) Updation of demat account details by Eligible Equity Shareholders holding shares in physical form: www.in.mpms.mufig.com;
 - d) Submission of self-attested PAN, client master sheet and demat account details by non- resident Eligible Equity Shareholders: hccltd.rights2025@in.mpms.mufig.com.

The Issue will remain open for a minimum seven days. However, our Board or the Securities Issuance Committee of the Board will have the right to extend the Issue Period as it may determine from time to time but not exceeding 30 days from the Issue Opening Date (inclusive of the Issue Closing Date). Further, no withdrawal of Application shall be permitted by any Applicant after the Issue Closing Date.

RESTRICTIONS ON FOREIGN OWNERSHIP OF INDIAN SECURITIES

Foreign investment in Indian securities is regulated through the Industrial Policy, 1991, of the Government of India and FEMA. While the Industrial Policy, 1991, of the Government of India, prescribes the limits and the conditions subject to which foreign investment can be made in different sectors of the Indian economy, FEMA regulates the precise manner in which such investment may be made. Under the Industrial Policy, 1991, unless specifically restricted, foreign investment is freely permitted in all sectors of the Indian economy up to any extent and without any prior approvals, but the foreign investor is required to follow certain prescribed procedures for making such investment. The RBI and the concerned ministries/ departments are responsible for granting approval for foreign investment.

The Government has, from time to time, made policy pronouncements on FDI through press notes and press releases. The FDI Policy consolidated and superseded all previous press notes, press releases and clarifications on FDI issued by the DPIIT that were in force and effect as on October 15, 2020. The Government proposes to update the consolidated circular on FDI policy once every year and therefore, FDI Policy will be valid until the DPIIT issues an updated circular. Further, the sectoral cap applicable to the sector in which our Company operates is 100% which is permitted under the automatic route.

The Government has from time to time made policy pronouncements on FDI through press notes and press releases which are notified by RBI as amendments to FEMA. In case of any conflict, the relevant notification under FEMA NDI Rules will prevail. The payment of inward remittance and reporting requirements are stipulated under the Foreign Exchange Management (Mode of Payment and Reporting of Non-Debt Instruments) Regulations, 2019 issued by RBI.

The transfer of shares between an Indian resident and a non-resident does not require the prior approval of RBI, provided that (i) the activities of the investee company falls under the automatic route as provided in the FDI Policy and FEMA and transfer does not attract the provisions of the SEBI Takeover Regulations; (ii) the non- resident shareholding is within the sectoral limits under the FDI Policy; and (iii) the pricing is in accordance with the guidelines prescribed by SEBI and RBI. Further, in accordance with Press Note No. 3 (2020 Series), dated April 17, 2020 issued by the DPIIT and the Foreign Exchange Management (Non-debt Instruments) Amendment Rules, 2020 which came into effect from April 22, 2020, any investment, subscription, purchase or sale of equity instruments by entities of a country which shares land border with India or where the beneficial owner of an investment into India is situated in or is a citizen of any such country ("**Restricted Investors**"), will require prior approval of the Government, as prescribed in the FDI Policy and the FEMA NDI Rules. Further, in the event of transfer of ownership of any existing or future foreign direct investment in an entity in India, directly or indirectly, resulting in the beneficial ownership falling within the aforesaid restriction/ purview, such subsequent change in the beneficial ownership will also require approval of the Government. Furthermore, on April 22, 2020, the Ministry of Finance, Government of India has also made a similar amendment to the FEMA NDI Rules. Pursuant to the Foreign Exchange Management (Non-debt Instruments) (Fourth Amendment) Rules, 2020, a multilateral bank or fund, of which India is a member, shall not be treated as an entity of a particular country nor shall any country be treated as the beneficial owner of the investments of such bank of fund in India.

Please also note that pursuant to Circular no. 14 dated September 16, 2003 issued by RBI, Overseas Corporate Bodies ("**OCBs**") have been derecognized as an eligible class of investors and RBI has subsequently issued the Foreign Exchange Management (Withdrawal of General Permission to Overseas Corporate Bodies (OCBs)) Regulations, 2003. Any Investor being an OCB is required not to be under the adverse notice of RBI and in order to apply for the issue as an incorporated non-resident must do so in accordance with the FDI Policy and FEMA NDI Rules. Further, while investing in the Issue, the Investors are deemed to have obtained the necessary approvals, as required, under applicable laws and the obligation to obtain such approvals shall be upon the Investors. Our Company shall not be under an obligation to obtain any approval under any of the applicable laws on behalf of the Investors and shall not be liable in case of failure on part of the Investors to obtain such approvals.

The above information is given for the benefit of the Applicants / Investors. Our Company is not liable for any amendments or modification or changes in applicable laws or regulations, which may occur after the date of this Draft Letter of Offer. Investors are advised to make their independent investigations and ensure that the number of Rights Equity Shares applied for do not exceed the applicable limits under laws or regulations.

RESTRICTIONS ON PURCHASES AND RESALES

Eligibility and Restrictions

General

No action has been taken or will be taken to permit an offering of the Rights Entitlements or the Rights Equity Shares to occur in any jurisdiction, or the possession, circulation, or distribution of this Draft Letter of Offer or any other Issue Material in any jurisdiction where action for such purpose is required, except that this Draft Letter of Offer will be filed with SEBI and the Stock Exchanges.

The Rights Entitlements and the Rights Equity Shares may not be offered or sold, directly or indirectly, and this Draft Letter of Offer and any other Issue Materials may not be distributed, in whole or in part, in or into in (i) the United States, except to U.S. QIBs, or (ii) or any jurisdiction other than India except in accordance with legal requirements applicable in such jurisdiction. Receipt of this Draft Letter of Offer or any other Issue Materials (including by way of electronic means) will not constitute an offer, invitation to or solicitation by anyone in any jurisdiction in any circumstances in which such an offer, invitation or solicitation is unlawful or not authorized or to any person to whom it is unlawful to make such an offer, invitation or solicitation. In those circumstances, this Draft Letter of Offer and any other Issue Materials must be treated as sent for information only and should not be acted upon for subscription to Rights Equity Shares and should not be copied or re-distributed. Accordingly, persons receiving a copy of this Draft Letter of Offer and any other Issue Materials should not distribute or send this Draft Letter of Offer or any such documents in or into any jurisdiction where to do so, would or might contravene local securities laws or regulations, or would subject our Company to any filing or registration requirement (other than in India). If this Draft Letter of Offer or any other Issue Material is received by any person in any such jurisdiction, they must not seek to subscribe to the Rights Equity Shares.

Investors are advised to consult their legal counsel prior to accepting any provisional allotment of Rights Equity Shares or making any offer, sale, resale, pledge or other transfer of the Rights Entitlements or the Rights Equity Shares.

Our Company reserves the right to require a person in any jurisdiction not listed below to give it an opinion of legal counsel that the purchase of Rights Equity Shares by such person in accordance with the terms of this Draft Letter of Offer was in accordance with the laws of such jurisdiction.

This Draft Letter of Offer and its accompanying documents are supplied to you solely for your information and may not be reproduced, redistributed or passed on, directly or indirectly, to any other person or published, in whole or in part, for any purpose.

Each person who exercises the Rights Entitlements and subscribes for the Rights Equity Shares, or who purchases the Rights Entitlements or the Rights Equity Shares shall do so in accordance with the restrictions set out above and below.

Cayman Islands

No offer or invitation to subscribe for the Rights Entitlements and the Rights Equity Shares may be made to the public in the Cayman Islands.

Japan

The Rights Entitlements and the Rights Equity Shares have not been and will not be registered under the Financial Instruments and Exchange Act of Japan (Law. No. 25 of 1948 as amended) (the “**FIEA**”) and disclosure under the FIEA has not been and will not be made with respect to the Rights Entitlements and the Rights Equity Shares. No Rights Entitlements or Rights Equity Shares are, directly or indirectly, being offered or sold, and may not, directly or indirectly, be offered or sold in Japan or to, or for the benefit of, any resident of Japan as defined in the first sentence of Article 6, Paragraph 1, Item 5 of the Foreign Exchange and Foreign Trade Contract Act of Japan (Law No. 228 of 1949, as amended) (“**Japanese Resident**”) or to others for re-offering or re-sale, directly or indirectly in Japan or to, or for the benefit of, any Japanese Resident except (i) pursuant to an exemption from the registration requirements of the FIEA and (ii) in compliance with any other relevant laws, regulations and governmental guidelines of Japan.

If an offeree does not fall under a “qualified institutional investor” (tekikaku kikan toshika), as defined in Article 10, Paragraph 1 of the Cabinet Office Ordinance Concerning Definition Provided in Article 2 of the Financial Instruments and Exchange Act (Ordinance of the Ministry of Finance No. 14 of 1993, as amended) (the “**Qualified Institutional Investor**”), the Rights Entitlements and Equity Shares will be offered in Japan by a private placement to no more than 49 investors (shoninzu muke kanyu), as provided under Article 23-13, Paragraph 4 of the FIEA, and accordingly, the filing of a securities registration statement for a public offering pursuant to Article 4, Paragraph 1 of the FIEA has not been made.

If an offeree is a Qualified Institutional Investor, the Rights Entitlements and the Equity Shares will be offered in Japan by a private placement to the Qualified Institutional Investor (tekikaku kikan toshikamuke kanyu), as provided under Article 23-13, Paragraph 1 of the FIEA, and accordingly, the filing of a securities registration statement for a public offering pursuant to Article 4, Paragraph 1 of the FIEA has not been made. To subscribe to the Equity Shares (the “**QII Offer Shares**”), such offeree

will be required to agree that it will be prohibited from selling, assigning, pledging or otherwise transferring the QII Offer Shares other than to another Qualified Institutional Investor.

European Economic Area

In relation to each Member State of the European Economic Area (each a “**Relevant State**”), an offer to the public of any Rights Entitlements or Rights Equity Shares may not be made in that Relevant State, except if the Rights Entitlements or Rights Equity Shares are offered to the public in that Relevant State at any time under the following exemptions under the Prospectus Regulation (EU) 2017/1129 (and any amendment thereto) (the “**Prospectus Regulation**”):

- to any legal entity that is a qualified investor, as defined in the Prospectus Regulation;
- to fewer than 150 natural or legal persons (other than qualified investors as defined in the Prospectus Regulation);
- or in any other circumstances falling within Article 1(4) of the Prospectus Regulation,

provided that no such offer of Rights Entitlements or Rights Equity Shares shall result in a requirement for the publication by our Company of a prospectus pursuant to Article 3 of the Prospectus Regulation or supplement of a prospectus pursuant to Article 23 of the Prospectus Regulation. This Draft Letter of Offer is not a prospectus for the purposes of the Prospectus Regulation.

For the purposes of this subsection, the expression an “offer to the public” in relation to any Rights Entitlements or Rights Equity Shares in any Relevant State means a communication to persons in any form and by any means presenting sufficient information on the terms of the Issue so as to enable an investor to decide to purchase or subscribe for the Rights Entitlements or Rights Equity Shares.

Except for each person who is not a qualified investor as defined in the Prospectus Regulation and who has notified our Company of such fact in writing and has received the consent of our Company in writing to subscribe for or purchase Rights Equity Shares, each person in a Relevant State who acquires Rights Equity Shares shall be deemed to have represented and warranted that it is a qualified investor as defined in the Prospectus Regulation.

Hong Kong

This Draft Letter of Offer has not been reviewed or approved by any regulatory authority in Hong Kong. In particular, This Draft Letter of Offer has not been, and will not be, registered as a “prospectus” in Hong Kong under the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Cap 32) (“**CO**”) nor has it been authorised by the Securities and Futures Commission (“**SFC**”) in Hong Kong pursuant to the Securities and Futures Ordinance (Cap 571) (“**SFO**”). Recipients are advised to exercise caution in relation to the Issue. If recipients are in any doubt about any of the contents of This Draft Letter of Offer, they should obtain independent professional advice.

This Draft Letter of Offer does not constitute an offer or invitation to the public in Hong Kong to acquire any Rights Entitlements or Rights Equity Shares nor an advertisement of the Rights Entitlements or Rights Equity Shares in Hong Kong. This Draft Letter of Offer and any other Issue Materials must not be issued, circulated or distributed in Hong Kong other than to “professional investors” within the meaning of the SFO and any rules made under that ordinance (“**Professional Investors**”) and no more than 50 persons in Hong Kong who are not Professional Investors.

Except for each person who is not a Professional Investor and who has notified our Company of such fact in writing and has received the consent of our Company in writing to subscribe for or purchase Rights Equity Shares, each person in Hong Kong who acquires Rights Equity Shares shall be deemed to have represented and warranted that it is a Professional Investor.

Unless permitted by the securities laws of Hong Kong, no person may issue or have in its possession for issue, whether in Hong Kong or elsewhere, any advertisement, invitation or document relating to the Rights Entitlements or Rights Equity Shares, which is directed at, or the content of which is likely to be accessed or read by, the public of Hong Kong other than with respect to Rights Entitlements or Rights Equity Shares which are or are intended to be disposed of only to persons outside Hong Kong or only to Professional Investors and no more than 50 persons in Hong Kong who are not Professional Investors.

No person who has received a copy of This Draft Letter of Offer may issue, circulate or distribute this Draft Letter of Offer in Hong Kong or make or give a copy of this Draft Letter of Offer to any other person.

No person allotted Rights Equity Shares may sell, or offer to sell, such Rights Equity Shares to the public in Hong Kong within six months following the date of issue of such Rights Equity Shares.

Mauritius

In accordance with The Securities Act 2005 of Mauritius, no offer of the Rights Entitlements and the Rights Equity Shares may be made to the public in Mauritius without, amongst other things, the prior approval of the Mauritius Financial Services Commission. This Draft Letter of Offer has not been approved or registered by the Mauritius Financial Services Commission.

Accordingly, this Draft Letter of Offer does not constitute a public offering. This Draft Letter of Offer is for the exclusive use of the person to whom it has been given our Company and is a private concern between our Company and the recipient.

Singapore

This Draft Letter of Offer has not been and will not be registered as a prospectus with the Monetary Authority of Singapore under the Securities and Futures Act (Chapter 289) of Singapore (“SFA”). The offer of Rights Equity Shares pursuant to the Rights Entitlements to Eligible Equity Shareholders in Singapore is made in reliance on the offering exemption under Section 273(1)(cd) of the SFA.

Except for Eligible Equity Shareholders resident in Singapore that have received this Draft Letter of Offer from our Company and who are not applying for any additional Rights Equity Shares over and above their Rights Entitlements, holders of Rights Entitlements in Singapore may subscribe to the Rights Equity Shares only (i) if they are an “institutional investor” within the meaning of Section 274 of the SFA and in accordance with the conditions of an exemption invoked under Section 274, (ii) if they are a relevant person pursuant to Section 275(1), or any person pursuant to Section 275(1A), and in accordance with the conditions specified in Section 275, of the SFA, or (iii) pursuant to, and in accordance with the conditions of, any other applicable provision of the SFA.

Where any Rights Equity Shares are purchased under Section 275 of the SFA by a relevant person which is: (a) a corporation (which is not an accredited investor (as defined in Section 4A of the SFA)) the sole business of which is to hold investments and the entire share capital of which is owned by one or more individuals, each of whom is an accredited investor; or (b) a trust (where the trustee is not an accredited investor) whose sole purpose is to hold investments and each beneficiary of the trust is an individual who is an accredited investor, shares, debentures and units of shares and debentures of that corporation or the beneficiaries’ rights and interest (howsoever described) in that trust shall not be transferred within six months after that corporation or that trust has acquired such Rights Equity Shares pursuant to an offer made under Section 275 except: (1) to an institutional investor under Section 274 of the SFA or to a relevant person defined in Section 275(2) of the SFA, or to any person pursuant to an offer that is made on terms that such shares, debentures and units of shares and debentures of that corporation or such rights or interest in that trust are acquired at a consideration of not less than S\$200,000 (or its equivalent in a foreign currency) for each transaction, whether such amount is to be paid for in cash or by exchange of securities or other assets, and further for a corporation, in accordance with the conditions specified in Section 275 of the SFA; (2) where no consideration is or will be given for the transfer; or (3) where the transfer is by operation of law.

In connection with Section 309B of the SFA and the Securities and Futures (Capital Markets Products) Regulations 2018 of Singapore (the “**CMP Regulations 2018**”), our Company has determined, and hereby notifies all relevant persons (as defined in Section 309(A)(1) of the SFA) that the Rights Entitlements and the Rights Equity Shares are ‘prescribed capital markets products’ (as defined in the CMP Regulations 2018) and Excluded Investment Products (as defined in MAS Notice SFA 04-N12: Notice on the Sale of Investment Products and MAS Notice FAA-N16: Notice on Recommendations on Investment Products).

United Kingdom

No Rights Entitlements or Rights Equity Shares may be offered in the Issue to the public in the United Kingdom prior to the publication of a prospectus in relation to the Rights Entitlements and Rights Equity Shares which is to be treated as if it had been approved by the Financial Conduct Authority in accordance with the transitional provisions in Article 74 (transitional provisions) of the Prospectus (Amendment etc.) (EU Exit) Regulations 2019/1234, except that our Company may make an offer to the public in the United Kingdom of Rights Entitlements and Rights Equity Shares at any time:

- (a) to any legal entity which is a qualified investor as defined under Article 2 of the UK Prospectus Regulation;
- (b) to fewer than 150 natural or legal persons (other than qualified investors as defined under Article 2 of the UK Prospectus Regulation); or
- (c) in any other circumstances falling within Article 1(4) of the UK Prospectus Regulation,

provided that no such offer of Rights Entitlements or Rights Equity Shares shall result in a requirement for the publication by our Company of a prospectus pursuant to Article 3 of the UK Prospectus Regulation or supplement a prospectus pursuant to Article 23 of the UK Prospectus Regulation. For the purposes of this provision, the expression an “offer to the public” in relation to any Rights Entitlements or Rights Equity Shares in means a communication to persons in any form and by any means presenting sufficient information on the terms of the Issue so as to enable an investor to decide to purchase or subscribe for the Rights Entitlements or Rights Equity Shares and the expression “UK Prospectus Regulation” means Regulation (EU) 2017/1129 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018.

Except for each person who is not a qualified investor as defined in the UK Prospectus Regulation and who has notified our Company of such fact in writing and has received the consent of our Company in writing to subscribe for or purchase Rights Equity Shares, each person in the United Kingdom who acquires Rights Equity Shares shall be deemed to have represented and warranted that it is a qualified investor as defined in the UK Prospectus Regulation.

In addition, this Draft Letter of Offer may not be distributed or circulated to any person in the United Kingdom other than to (i) persons who have professional experience in matters relating to investments falling within Article 19(5) of the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005, as amended (the “**Financial Promotion Order**”); and (ii) high net worth entities falling within Article 49(2)(a) to (d) of the Financial Promotion Order (each such person being referred to as a “**Relevant Person**”). If you are not a Relevant Person, you should not take any action on the basis of this Draft Letter of Offer and you should not act or rely on it or any of its contents. Except for each person who is not a Relevant Person and who has notified our Company of such fact in writing and has received the consent of our Company in writing to subscribe for or purchase Rights Equity Shares, each person in the United Kingdom who acquires Rights Equity Shares shall be deemed to have represented and warranted that it is a Relevant Person.

United Arab Emirates (excluding the Dubai International Financial Centre)

No offering, marketing, promotion, advertising or distribution (collectively, “**Promotion**”) of this Draft Letter of Offer, the Rights Entitlements or Rights Equity Shares may be made in the United Arab Emirates (the “**UAE**”) unless: (a) such Promotion has been approved by the UAE Securities and Commodities Authority (the “**SCA**”) and is made in accordance with the laws and regulations of the UAE, including SCA Board of Directors’ Chairman Decision no. (3/R.M.) of 2017 (the “**Promotion and Introduction Regulations**”), and is made by an entity duly licensed to conduct such Promotion activities in the UAE; or (b) such Promotion is conducted by way of private placement made: (i) only to Qualified Investors who are not High Net Worth Individuals (as such terms are defined in the Promotion and Introduction Regulations); or (ii) otherwise in accordance with the laws and regulations of the UAE; or (c) such Promotion is carried out by way of reverse solicitation only upon an initiative made in writing by an investor in the UAE.

The Promotion of this Draft Letter of Offer, the Rights Entitlements and the Rights Equity Shares has not been and will not be approved by the SCA and, as such, this Draft Letter of Offer does not constitute an offer to the general public in the UAE to acquire any Rights Equity Shares. Except where the Promotion of this Draft Letter of Offer, the Rights Entitlements and the Rights Equity Shares is carried out by way of reverse solicitation only upon an initiative made in writing by an investor in the UAE, the Promotion of this Draft Letter of Offer, the Rights Entitlements and the Rights Equity Shares in the UAE is being made only to Qualified Investors who are not High Net Worth Individuals (as such terms are defined in the Promotion and Introduction Regulations).

None of the SCA, the Central Bank of the United Arab Emirates or any other regulatory authority in the UAE has reviewed or approved the contents of this Draft Letter of Offer and nor does any such entity accept any liability for the contents of this Draft Letter of Offer.

Dubai International Financial Centre

The Rights Entitlements and the Rights Equity Shares offered in the Issue are not being offered to any persons in the Dubai International Financial Centre except on that basis that an offer is: (i) an “Exempt Offer” in accordance with the Markets Rules (MKT) (the “**Markets Rules**”) adopted by the Dubai Financial Services Authority (the “**DFSA**”); and (ii) made only to persons who meet the Professional Client criteria set out in Rule 2.3.3 of the DFSA Conduct of Business Module of the DFSA rulebook and are not natural Persons. This Draft Letter of Offer must not be delivered to, or relied on by, any other person. The DFSA has not approved this Draft Letter of Offer nor taken steps to verify the information set out in it, and has no responsibility for it. Capitalised terms not otherwise defined in this subsection have the meaning given to those terms in the Markets Rules.

The Rights Equity Shares may be illiquid and/or subject to restrictions on their resale. Prospective purchasers of the Rights Equity Shares should conduct their own due diligence on the Rights Equity Shares. If you do not understand the contents of this Draft Letter of Offer, you should consult an authorised financial adviser.

United States

The Rights Entitlements and Rights Equity Shares have not been and will not be registered under the U.S. Securities Act or the securities laws of any state of the United States and may not be offered or sold in the United States except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the U.S. Securities Act and applicable state securities laws. The Rights Entitlements and Rights Equity Shares are being offered and sold only (a) to Eligible Equity Shareholders in the United States who are reasonably believed to be U.S. QIBs pursuant to Section 4(a)(2) of the U.S. Securities Act and (b) Eligible Equity Shareholders outside the United States in reliance on Regulation S.

The Rights Entitlements and the Rights Equity Shares are transferable only in accordance with the restrictions described in “-*Representations, Warranties and Agreements by Purchasers*” below and each purchaser of Rights Entitlements and the Rights Equity Shares will be deemed to have made the representations, warranties, acknowledgements and undertakings set forth in “-*Representations, Warranties and Agreements by Purchasers*” below.

Representations, Warranties and Agreements by Purchasers

In addition to the applicable representations, warranties and agreements set forth above, each purchaser by accepting the delivery of this Draft Letter of Offer and its accompanying documents, submitting an Application Form for the exercise of any Rights Entitlements and subscription for any Rights Equity Shares and accepting delivery of any Rights Entitlements or any Rights Equity Shares, will be deemed to have represented, warranted and agreed as follows on behalf of itself and, if it is

acquiring the Rights Entitlements or the Rights Equity Shares as a fiduciary or agent for one or more investor accounts, on behalf of each owner of such account (such person being the “**purchaser**”, which term shall include the owners of the investor accounts on whose behalf the person acts as fiduciary or agent):

1. The purchaser is, and the persons, if any, for whose account it is acquiring the Rights Entitlements and the Rights Equity Shares are, entitled to subscribe for the Rights Equity Shares, and the sale of the Rights Equity Shares to it will not require any filing or registration by, or qualification of, our Company with any court or administrative, governmental or regulatory agency or body, under the laws of any jurisdiction which apply to the purchaser or such persons.
2. The purchaser, and each account for which it is acting, satisfies (i) all suitability standards for investors in investments in the Rights Entitlements and the Rights Equity Shares imposed by the jurisdiction of its residence, and (ii) is eligible to subscribe and is subscribing for the Rights Equity Shares and Rights Entitlements in compliance with applicable securities and other laws of our jurisdiction of residence.
3. The purchaser has the full power and authority to make the acknowledgements, representations, warranties and agreements contained herein and to exercise the Rights Entitlements and subscribe for the Rights Equity Shares, and, if the purchaser is exercising the Rights Entitlements and acquiring the Rights Equity Shares as a fiduciary or agent for one or more investor accounts, the purchaser has the full power and authority to make the acknowledgements, representations, warranties and agreements contained herein and to exercise the Rights Entitlements and subscribe for the Rights Equity Shares on behalf of each owner of such account.
4. If any Rights Entitlements were bought by the purchaser or otherwise transferred to the purchaser by a third party (other than our Company), the purchaser was in India at the time of such purchase or transfer.
5. The purchaser is aware and understands (and each account for which it is acting has been advised and understands) that an investment in the Rights Entitlements and the Rights Equity Shares involves a considerable degree of risk and that the Rights Entitlements and the Rights Equity Shares are a speculative investment.
6. The purchaser understands (and each account for which it is acting has been advised and understands) that no action has been or will be taken to permit an offering of the Rights Entitlements or the Rights Equity Shares in any jurisdiction (other than the filing of this Draft Letter of Offer with SEBI and the Stock Exchanges); and it will not offer, resell, pledge or otherwise transfer any of the Rights Entitlements except in India or the Rights Equity Shares which it may acquire, or any beneficial interests therein, in any jurisdiction or in any circumstances in which such offer or sale is not authorised or to any person to whom it is unlawful to make such offer, sale, solicitation or invitation except under circumstances that will result in compliance with any applicable laws and/or regulations.
7. None of the purchaser, any of its affiliates or any person acting on its or their behalf has taken or will take, directly or indirectly, any action designed to, or which might be expected to, cause or result in the stabilization or manipulation of the price of any security of our Company to facilitate the sale or resale of the Rights Entitlements or the Rights Equity Shares pursuant to the Issue.
8. Prior to making any investment decision to exercise the Rights Entitlements and renounce and/or subscribe for the Rights Equity Shares, the purchaser (i) will have consulted with its own legal, regulatory, tax, business, investment, financial and accounting advisers in each jurisdiction in connection herewith to the extent it has deemed necessary; (ii) will have carefully read and reviewed a copy of this Draft Letter of Offer and its accompanying documents; (iii) will have possessed and carefully read and reviewed all information relating to our Company and our Group and the Rights Entitlements and the Rights Equity Shares which it believes is necessary or appropriate for the purpose of making its investment decision, including, without limitation, the Exchange Information (as defined below); (iv) will have conducted its own due diligence on our Company and the Issue, and will have made its own investment decisions based upon its own judgement, due diligence and advice from such advisers as it has deemed necessary and will not have relied upon any recommendation, promise, representation or warranty of or view expressed by or on behalf of our Company (other than, with respect to our Company and any information contained in this Draft Letter of Offer); and (v) will have made its own determination that any investment decision to exercise the Rights Entitlements and subscribe for the Rights Equity Shares is suitable and appropriate, both in the nature and number of Rights Equity Shares being subscribed.
9. Without limiting the generality of the foregoing, (i) the purchaser acknowledges that the Equity Shares are listed on the Stock Exchanges and our Company is therefore required to publish certain business, financial and other information in accordance with the rules and practices of the Stock Exchanges (which includes, but is not limited to, a description of the nature of our Company’s business and our Company’s most recent balance sheet and profit and loss account, and similar statements for preceding years together with the information on our Company’s website and our Company’s press releases, announcements, investor education presentations, annual reports, which collectively constitutes “**Exchange Information**”), and that it has had access to such information and has reviewed such Exchange Information as it has deemed necessary; and (ii) none of our Company or any of its affiliates has made any representations to it, express or implied, with respect the accuracy, completeness or adequacy of the Exchange Information.

10. The purchaser acknowledges that (i) any information that it has received or will receive relating to or in connection with the Issue, and the Rights Entitlements or the Rights Equity Shares, including this Draft Letter of Offer and the Exchange Information (collectively, the “**Information**”), has been prepared solely by our Company.
11. The purchaser will not hold our Company or its affiliates responsible for any misstatements in or omissions to the Exchange Information or in any other written or oral information provided by our Company to it.
12. The purchaser understands that its receipt of the Rights Entitlements and any subscription it may make for the Rights Equity Shares will be subject to and based upon all the terms, conditions, representations, warranties, acknowledgements, agreements and undertakings and other information contained in this Draft Letter of Offer and the Application Form. The purchaser understands that none of our Company, the Registrar or any other person acting on behalf of us will accept subscriptions from any person, or the agent of any person, who appears to be, or who we, the Registrar, or any other person acting on behalf of us have reason to believe is in the United States, except for U.S. QIBs, or is ineligible to participate in the Issue under applicable securities laws.
13. The purchaser is, and the persons, if any, for whose account it is acquiring the Rights Entitlements and the Rights Equity Shares are, entitled to subscribe for the Rights Equity Shares.
14. If the purchaser is outside India, the sale of the Rights Equity Shares to it will not require any filing or registration by, or qualification of, our Company with any court or administrative, governmental or regulatory agency or body, under the laws of any jurisdiction which apply to the purchaser or such persons.
15. If the purchaser is outside India, the purchaser, and each account for which it is acting, satisfies (i) all suitability standards for investors in investments in the Rights Entitlements and the Rights Equity Shares imposed by all jurisdictions applicable to it, and (ii) is eligible to subscribe and is subscribing for the Rights Equity Shares and Rights Entitlements in compliance with applicable securities and other laws of all jurisdictions of residence.
16. The purchaser is authorized to consummate the purchase of the Rights Equity Shares sold pursuant to the Issue in compliance with all applicable laws and regulations.
17. Except for the sale of Rights Equity Shares on one or more of the Stock Exchanges, the purchaser agrees, upon a proposed transfer of the Rights Equity Shares, to notify any purchaser of such Equity Shares or the executing broker, as applicable, of any transfer restrictions that are applicable to the Rights Equity Shares being sold.
18. The purchaser shall hold our Company harmless from any and all costs, claims, liabilities and expenses (including legal fees and expenses) arising out of or in connection with any breach of its representations, warranties or agreements set forth above and elsewhere in this Draft Letter of Offer. The indemnity set forth in this paragraph shall survive the resale of the Rights Equity Shares.
19. The purchaser acknowledges that our Company, its affiliates and others will rely upon the truth and accuracy of the foregoing acknowledgements, representations and agreements.

Persons in the United States

In addition, each purchaser in the United States shall be deemed to have represented, warranted, agreed and acknowledged as follows:

- The Rights Entitlements and Rights Equity Shares have not been and will not be registered under the U.S. Securities Act or the securities laws of any state of the United States and that the offer of the Rights Entitlements and the offer and sale of the Rights Equity Shares to it is made in reliance on an exemption from the registration requirements of the U.S. Securities Act provided by Section 4(a)(2) of the U.S. Securities Act and applicable state securities laws.
- It is a U.S. QIB and accepted the Rights Entitlements and subscribed to the Rights Equity Shares for its own account or for the account of one or more U.S. QIBs, each of which is acquiring beneficial interests in the Rights Entitlements and Rights Equity Shares for its own account.
- It did not accept the Rights Entitlements or subscribe to the Rights Equity Shares as a result of any general solicitation or general advertising (within the meaning of Rule 502(c) under the U.S. Securities Act).
- The Rights Equity Shares are “restricted securities” within the meaning of Rule 144(a)(3) under the U.S. Securities Act and it shall not deposit such Equity Shares into any unrestricted depository facility established or maintained by any depository bank.
- It will not offer, sell or transfer the Rights Entitlements except in India in a transaction complying with Rule 903 or Rule 904 of Regulation S.
- It subscribed to the Rights Equity Shares for investment purposes and not with a view to the distribution or resale thereof. If in the future it decides to offer, sell, pledge or otherwise transfer any of the Rights Equity Shares, it shall

only offer, sell, pledge or otherwise transfer such Equity Shares (a) outside the United States in a transaction complying with Rule 903 or Rule 904 of Regulation S and in accordance with all applicable laws of any other jurisdiction, including India or (b) in the United States pursuant to an exemption from the registration requirements of the U.S. Securities Act and applicable state securities laws and it agrees to that if the Rights Equity Shares are still are “restricted securities” within the meaning of Rule 144(a)(3) under the U.S. Securities Act, it shall notify the purchaser of such Equity Shares of the transfer restrictions set forth herein and that it will require each such purchaser to agree, for the benefit our Company, to notify any subsequent purchasers of such transfer restrictions.

- It shall hold our Company harmless from any and all costs, claims, liabilities and expenses (including legal fees and expenses) arising out of or in connection with any breach of these representations, warranties or agreements. The indemnity set forth in this paragraph shall survive the resale of the Rights Equity Shares.
- If it accepted the Rights Entitlements and subscribed to the Rights Equity Shares as fiduciary or agent for one or more investor accounts, it has sole investment discretion with respect to each such account and it has full power to make the representations, warranties, agreements and acknowledgements herein.
- If it accepted the Rights Entitlements and subscribed to the Rights Equity Shares for one or more managed accounts, it is authorised in writing by each such managed account to subscribe to the Rights Equity Shares for each managed account and to make (and it hereby makes) the representations, warranties, agreements and acknowledgements herein for and on behalf of each such account, reading the reference to “it” to include such accounts.
- It acknowledges that our Company and others will rely upon the truth and accuracy of the foregoing representations, warranties, acknowledgments and agreements.

Persons outside the United States

In addition, each purchaser outside the United States shall be deemed to have represented, warranted, agreed and acknowledged as follows:

- It is entitled to accept the Rights Entitlement and subscribe to the Rights Equity Shares under the laws of all relevant jurisdictions that apply to it and that it has fully observed such laws and has complied with all necessary formalities to enable it to accept the Rights Entitlements and subscribe to the Rights Equity Shares;
- it was outside the United States at the time the offer of the Rights Entitlements and Rights Equity Shares was made to it and it was outside the United States when its buy order for the Rights Entitlements (if applicable) and the Rights Equity Shares was originated;
- it did not accept the Rights Entitlements or subscribe to the Rights Equity Shares as a result of any “directed selling efforts” (as defined in Regulation S);
- the Rights Entitlements and Rights Equity Shares have not been and will not be registered under the U.S. Securities Act or the securities law of any state of the United States and that the offer of the Rights Entitlements and the offer or sale of the Rights Equity Shares to it is made in reliance on Regulation S.
- that it will not offer or sell the Rights Entitlements except in India in a transaction complying with Rule 903 or Rule 904 of Regulation S and (b) that it will not offer or sell the Rights Equity Shares except in a transaction complying with Rule 903 or Rule 904 of Regulation S or pursuant to any other available exemption from registration under the U.S. Securities Act and in accordance with all applicable securities laws of the states of the United States and any other jurisdiction, including India;
- if it acquired any of the Rights Entitlements or Rights Equity Shares as fiduciary or agent for one or more investor accounts, it has sole investment discretion with respect to each such account and that it has full power to make the foregoing representations, warranties, acknowledgements and agreements on behalf of each such account;
- it shall indemnify and hold our Company harmless from any and all costs, claims, liabilities and expenses (including legal fees and expenses) arising out of or in connection with any breach of these representations, warranties or agreements. It agrees that the indemnity set forth in this paragraph shall survive the resale of the Rights Entitlements and Rights Equity Shares; and
- it acknowledges that our Company and others will rely upon the truth and accuracy of the foregoing representations, warranties and acknowledgements.

SECTION VIII- MATERIAL CONTRACTS AND DOCUMENTS FOR INSPECTION

The copies of the following contracts which have been entered into or are to be entered into by our Company (not being contracts entered into in the ordinary course of business carried on by our Company or contracts entered into more than two years before the date of this Draft Letter of Offer) which are or may be deemed material, and also the documents for inspection referred to hereunder, may be inspected at the Registered Office between 10 a.m. and 5 p.m. on all working days and will also be available on the website of our Company at <https://hccindia.com/rights-issue> from the date of the Letter of Offer until the Issue Closing Date.

A. Material Contracts for the Issue

1. Registrar Agreement dated November 26, 2025, between our Company and the Registrar to the Issue.
2. Banker to the Issue Agreement dated November 26, 2025, between our Company, Registrar and the Banker to the Issue.
3. Monitoring Agency Agreement dated November 26, 2025, between our Company and the Monitoring Agency.

B. Material Documents

1. Certified copies of the updated Memorandum of Association and Articles of Association of our Company as amended.
2. Certificate of incorporation dated January 27, 1926 of our Company.
3. Certificate of incorporation pursuant to change of name of our Company from 'The Hindustan Construction Company Limited' to 'Hindustan Construction Company Limited' dated October 11, 1991.
4. Consent letter dated November 25, 2025, respectively, from our Statutory Auditors, Mukund M. Chitale & Co. Chartered Accountants, to include their name in this Draft Letter of Offer, as an "expert" as defined under Section 2(38) of the Companies Act, 2013, in respect of and inclusion of (i) the Fiscal 2025 Audited Consolidated Financial Statements; (ii) the Fiscal 2025 Audited Standalone Financial Statements; and (iii) their audit reports each dated May 8, 2025, in respect of the Fiscal 2025 Audited Consolidated Financial Statements and Fiscal 2025 Audited Standalone Financial Statements as at and for the Financial Year ended March 31, 2025.
5. Consent letter dated November 25, 2025, from S Ramanand Aiyar & Co, Chartered Accountants, to include their name in this Draft Letter of Offer, and as an "expert" as defined under Section 2(38) of the Companies Act, 2013 in their capacity as an Independent Chartered Accountant to our Company for inclusion of the statement of possible special tax benefits available to our Company, its shareholders dated November 26, 2025.
6. Statement of possible special tax benefits available to our Company and its shareholders dated November 26, 2025, from S Ramanand Aiyar & Co, Independent Chartered Accountants included in this Draft Letter of Offer.
7. The Fiscal 2025 Audited Consolidated Financial Statements and Fiscal 2025 Audited Standalone Financial Statements, the Limited Reviewed Financial Information for the six months ended September 30, 2025, and the report dated November 6, 2025 on Limited Reviewed Financial Information and their audit reports each dated May 8, 2025 on Fiscal 2025 Audited Consolidated Financial Statements and Fiscal 2025 Audited Standalone Financial Statements.
8. Resolution of our Securities Issuance Committee of the Board dated November 26, 2025, approving and adopting this Draft Letter of Offer.
9. Resolution of our Securities Issuance Committee of the Board dated [●] in relation to the terms of the Issue including the Record Date, Issue Price and Rights Entitlement ratio.
10. Resolution of our Securities Issuance Committee of the Board dated [●], approving and adopting the Letter of Offer.
11. Annual Reports of our Company for the Financial Years 2025, 2024 and 2023.
12. In-principle listing approvals dated [●] and [●] issued by BSE and NSE for listing of the Rights Equity Shares to be Allotted in the Issue, respectively.
13. Tripartite agreement dated October 11, 2006 amongst our Company, NSDL and the Registrar to the Issue.

14. Tripartite agreement dated September 18, 2006 amongst our Company, CDSL and the Registrar to the Issue.

Any of the contracts or documents mentioned in this Draft Letter of Offer may be amended or modified at any time if so required in the interest of our Company or if required by the other parties, without reference to the Eligible Equity Shareholders, subject to compliance with applicable law.

There are no other agreements/arrangements entered into by our Company or clauses/covenants applicable to our Company which are material, not in the ordinary course of business and which are required to be disclosed, or the non-disclosure of which may have a bearing on the investment decision of prospective investors in the Issue.

DECLARATION

I hereby certify that no statement made in this Draft Letter of Offer contravenes any of the provisions of the Companies Act, the SEBI Act, or the rules made thereunder or regulations issued thereunder, as the case may be. I further certify that all the legal requirements connected with the Issue as also the regulations, guidelines, instructions, etc., issued by SEBI, Government of India and any other competent authority in this behalf, have been duly complied with.

I further certify that all disclosures made in this Draft Letter of Offer are true and correct.

SIGNED BY THE DIRECTOR OF OUR COMPANY

Ajit Gulabchand
Chairman

DIN: 00010827

Date: 26 November, 2025

Place: Mumbai

DECLARATION

I hereby certify that no statement made in this Draft Letter of Offer contravenes any of the provisions of the Companies Act, the SEBI Act, or the rules made thereunder or regulations issued thereunder, as the case may be. I further certify that all the legal requirements connected with the Issue as also the regulations, guidelines, instructions, etc., issued by SEBI, Government of India and any other competent authority in this behalf, have been duly complied with.

I further certify that all disclosures made in this Draft Letter of Offer are true and correct.

SIGNED BY THE DIRECTOR OF OUR COMPANY

Arjun Dhawan
Vice-Chairman and Managing Director

DIN: 01778379

Date: 26 November, 2025

Place: Mumbai

DECLARATION

I hereby certify that no statement made in this Draft Letter of Offer contravenes any of the provisions of the Companies Act, the SEBI Act, or the rules made thereunder or regulations issued thereunder, as the case may be. I further certify that all the legal requirements connected with the Issue as also the regulations, guidelines, instructions, etc., issued by SEBI, Government of India and any other competent authority in this behalf, have been duly complied with.

I further certify that all disclosures made in this Draft Letter of Offer are true and correct.

SIGNED BY THE DIRECTOR OF OUR COMPANY

Santosh Janakiram
Non-Executive Independent Director

Date: 26 November, 2025

Place: Mumbai

DECLARATION

I hereby certify that no statement made in this Draft Letter of Offer contravenes any of the provisions of the Companies Act, the SEBI Act, or the rules made thereunder or regulations issued thereunder, as the case may be. I further certify that all the legal requirements connected with the Issue as also the regulations, guidelines, instructions, etc., issued by SEBI, Government of India and any other competent authority in this behalf, have been duly complied with.

I further certify that all disclosures made in this Draft Letter of Offer are true and correct.

SIGNED BY THE DIRECTOR OF OUR COMPANY

Mahendra Singh Mehta
Non-Executive Independent Director

Date: 26 November, 2025

Place: Mumbai

DECLARATION

I hereby certify that no statement made in this Draft Letter of Offer contravenes any of the provisions of the Companies Act, the SEBI Act, or the rules made thereunder or regulations issued thereunder, as the case may be. I further certify that all the legal requirements connected with the Issue as also the regulations, guidelines, instructions, etc., issued by SEBI, Government of India and any other competent authority in this behalf, have been duly complied with.

I further certify that all disclosures made in this Draft Letter of Offer are true and correct.

SIGNED BY THE DIRECTOR OF OUR COMPANY

Dr. Mita Dixit
Non-Executive Independent Director

Date: 26 November, 2025

Place: Mumbai

DECLARATION

I hereby certify that no statement made in this Draft Letter of Offer contravenes any of the provisions of the Companies Act, the SEBI Act, or the rules made thereunder or regulations issued thereunder, as the case may be. I further certify that all the legal requirements connected with the Issue as also the regulations, guidelines, instructions, etc., issued by SEBI, Government of India and any other competent authority in this behalf, have been duly complied with.

I further certify that all disclosures made in this Draft Letter of Offer are true and correct.

SIGNED BY THE DIRECTOR OF OUR COMPANY

Mukul Sarkar
Nominee Director

Date: 26 November, 2025

Place: Mumbai

DECLARATION

I hereby certify that no statement made in this Draft Letter of Offer contravenes any of the provisions of the Companies Act, the SEBI Act, or the rules made thereunder or regulations issued thereunder, as the case may be. I further certify that all the legal requirements connected with the Issue as also the regulations, guidelines, instructions, etc., issued by SEBI, Government of India and any other competent authority in this behalf, have been duly complied with.

I further certify that all disclosures made in this Draft Letter of Offer are true and correct.

SIGNED BY THE DIRECTOR OF OUR COMPANY

Aditya Pratap Jain
Non-Executive- Non-Independent Director

Date: 26 November, 2025

Place: Mumbai

DECLARATION

I hereby certify that no statement made in this Draft Letter of Offer contravenes any of the provisions of the Companies Act, the SEBI Act, or the rules made thereunder or regulations issued thereunder, as the case may be. I further certify that all the legal requirements connected with the Issue as also the regulations, guidelines, instructions, etc., issued by SEBI, Government of India and any other competent authority in this behalf, have been duly complied with.

I further certify that all disclosures made in this Draft Letter of Offer are true and correct.

SIGNED BY THE DIRECTOR OF OUR COMPANY

Ramesh Subramanyam
Independent Director

Date: 26 November, 2025

Place: Mumbai

DECLARATION

I hereby certify that no statement made in this Draft Letter of Offer contravenes any of the provisions of the Companies Act, the SEBI Act, or the rules made thereunder or regulations issued thereunder, as the case may be. I further certify that all the legal requirements connected with the Issue as also the regulations, guidelines, instructions, etc., issued by SEBI, Government of India and any other competent authority in this behalf, have been duly complied with.

I further certify that all disclosures made in this Draft Letter of Offer are true and correct.

SIGNED BY THE CHIEF FINANCIAL OFFICER OF OUR COMPANY

Rahul Shukla
Chief Financial Officer

Date: 26 November, 2025

Place: Mumbai

(This page has intentionally been left blank)