



**ADITYA BIRLA CAPITAL LIMITED**

(incorporated as a public limited company under the Companies Act, 1956 and validly existing under the provisions of Companies Act, 2013)  
CIN: L64920GJ2007PLC058890; PAN: AAGCA5936J; Date of Incorporation: October 15, 2007; Place of Incorporation: Ahmedabad, Gujarat;

Registered Office: Indian Rayon Compound, Veraval, Gujarat 362266; Corporate Office: One World Center, Tower 1, 18th Floor, Jupiter Mill Compound, 841, Senapati Bapat Marg, Elphinstone Road, Mumbai 400 013,

Telephone: 022 67239101; Website: <https://www.adityabirlacapital.com/>; Email: abc.secretariat@adityabirlacapital.com; RBI Reg. No.: B.01.00650

Compliance Officer for the Issue and Company Secretary: Mr. Santosh Haldankar; Telephone: 022 4356 7095; Email: santosh.haldankar@adityabirlacapital.com

Chief Financial Officer: Ms. Pinky Mehta; Telephone: 022 4356 7008; Email: pinky.mehta@adityabirlacapital.com

**KEY INFORMATION DOCUMENT April 27, 2026 IN RELATION TO LISTED PRIVATELY PLACED NON-CONVERTIBLE DEBENTURES**

THIS KEY INFORMATION DOCUMENT IS IN RELATION TO THE ISSUE OF UNSECURED REDEEMABLE, RATED, LISTED, NON-CONVERTIBLE SUBORDINATED DEBENTURES ("DEBENTURES" OR "NCDS") OF A FACE VALUE OF ₹ [1,00,000 (INDIAN RUPEES ONE LAKH)] EACH [AGGREGATING TO ₹ 100,00,00,000 (RUPEES ONE HUNDRED CRORE ONLY)] ("BASE ISSUE") WITH AN OPTION TO RETAIN OVERSUBSCRIPTION FOR AN ADDITIONAL AMOUNT OF ₹ 150,00,00,000 (RUPEES ONE HUNDRED AND FIFTY CRORE ONLY) ("GREEN SHOE OPTION") AGGREGATING UPTO ₹ 250,00,00,000 (RUPEES TWO HUNDRED AND FIFTY CRORE ONLY) ("ISSUE SIZE") EACH UNDER ABCL SUB-DEBT SERIES 'SAI' FY 2026-27, BY ADITYA BIRLA CAPITAL LIMITED (THE "ISSUER" OR "COMPANY") ON A PRIVATE PLACEMENT BASIS ("ISSUE") AND SHALL BE READ WITH THE GENERAL INFORMATION DOCUMENT DATED APRIL 16, 2026 ISSUED BY THE ISSUER. THIS ISSUANCE WOULD BE UNDER THE ELECTRONIC BOOK MECHANISM FOR ISSUANCE OF DEBENTURES ON A PRIVATE PLACEMENT BASIS IN TERMS OF CHAPTER VI OF THE SEBI MASTER CIRCULAR BEARING REFERENCE SEBI/HO/DDHS/POD1/P/CIR/2024/54 DATED MAY 22, 2024 ("SEBI MASTER CIRCULAR") READ WITH "OPERATIONAL GUIDELINES FOR PARTICIPATION ON BSE BOND (EBP PLATFORM OF BSE)" ISSUED BY BSE LIMITED ("BSE") VIDE THEIR NOTICE 20230417-35 DATED APRIL 17, 2023 AND ANY AMENDMENTS ("BSE EBP GUIDELINES"). THE SEBI MASTER CIRCULAR AND THE BSE EBP GUIDELINES ARE HEREINAFTER COLLECTIVELY REFERRED TO AS THE "OPERATIONAL GUIDELINES".

**COMPLIANCE CLAUSE FOR ELECTRONIC BOOK MECHANISM**

THE NON-CONVERTIBLE SECURITIES AND/ OR COMMERCIAL PAPERS (AS APPLICABLE) WOULD BE ISSUED UNDER THE ELECTRONIC BOOK MECHANISM ON PRIVATE PLACEMENT BASIS AS PER OPERATIONAL GUIDELINES. THE ISSUER INTENDS TO USE THE BSE EBP PLATFORM OR NSE EBP PLATFORM. THIS GENERAL INFORMATION DOCUMENT IS BEING UPLOADED ON THE BSE EBP PLATFORM OR NSE EBP PLATFORM TO COMPLY WITH THE OPERATIONAL GUIDELINES AND AN OFFER WILL BE MADE BY ISSUE OF THE GENERAL INFORMATION DOCUMENT AND THE RELEVANT SIGNED KEY INFORMATION DOCUMENT(S) AFTER COMPLETION OF THE BIDDING PROCESS ON A RELEVANT ISSUE DATE, TO SUCCESSFUL BIDDER(S) IN ACCORDANCE WITH THE PROVISIONS OF THE COMPANIES ACT, 2013 AND RELATED RULES.

**DISCLOSURE UNDER SECTION 26(4) OF THE COMPANIES ACT**

THE ISSUANCE OF NON-CONVERTIBLE SECURITIES IS BEING MADE ON PRIVATE PLACEMENT BASIS. SECTION 26 OF THE COMPANIES ACT IS NOT APPLICABLE TO THE ISSUANCE OF NON-CONVERTIBLE SECURITIES, AND THEREFORE NO ADDITIONAL DISCLOSURES HAVE BEEN MADE IN RELATION TO SECTION 26 OF THE COMPANIES ACT UNDER THIS GENERAL INFORMATION DOCUMENT AND ACCORDINGLY, A COPY OF THIS GENERAL INFORMATION DOCUMENT HAS NOT BEEN FILED WITH THE RELEVANT ROC(S).

**ELIGIBLE INVESTORS TO THE ISSUE**

THE ISSUE IS MADE TO ALL INVESTORS ELIGIBLE TO BID / INVEST / APPLY FOR THIS ISSUE UNDER THE SEBI NCS REGULATIONS (AS DEFINED BELOW) READ WITH SEBI MASTER CIRCULAR. FOR DETAILS, PLEASE REFER SECTION 8 (ISSUE DETAILS) OF THIS KEY INFORMATION DOCUMENT. THE CURRENT ISSUE IS NOT BEING UNDERWRITTEN.

**PRIVATE & CONFIDENTIAL**

THIS KEY INFORMATION DOCUMENT DATED April 27, 2026 IS PREPARED IN CONFORMITY WITH THE SEBI NCS REGULATIONS AND SECTION 42 OF THE COMPANIES ACT READ WITH THE COMPANIES (PROSPECTUS AND ALLOTMENT OF SECURITIES) RULES, 2014, EACH AS AMENDED FROM TIME TO TIME.

**GENERAL RISK**

INVESTMENT IN NON-CONVERTIBLE SECURITIES IS RISKY, AND INVESTORS SHOULD NOT INVEST ANY FUNDS IN SUCH SECURITIES UNLESS THEY CAN AFFORD TO TAKE THE RISK ATTACHED TO SUCH INVESTMENTS. INVESTORS ARE ADVISED TO TAKE AN INFORMED DECISION AND TO READ THE RISK FACTORS CAREFULLY BEFORE INVESTING IN THIS OFFERING. FOR TAKING AN INVESTMENT DECISION, INVESTORS MUST RELY ON THEIR EXAMINATION OF THE ISSUE INCLUDING THE RISKS INVOLVED IN IT. SPECIFIC ATTENTION OF INVESTORS IS INVITED TO STATEMENT OF RISK FACTORS CONTAINED UNDER SECTION 3 (RISK FACTORS) OF THE GENERAL INFORMATION DOCUMENT AND SECTION 3 (RISKS FACTORS) OF THIS KEY INFORMATION DOCUMENT. THESE RISKS ARE NOT, AND ARE NOT INTENDED TO BE, A COMPLETE LIST OF ALL RISKS AND CONSIDERATIONS RELEVANT TO THE NON-CONVERTIBLE SECURITIES OR INVESTOR'S DECISION TO PURCHASE SUCH SECURITIES.

**CREDIT RATING OF THE DEBENTURES**

<p><b>CRISIL RATINGS LIMITED</b> RATING: AAA (Stable) DATE OF PRESS RELEASE: January 22, 2026 LINK OF THE PRESS RELEASE: <a href="https://www.crisilratings.com/mnt/winshare/Ratings/RatingList/RatingDocs/AdityaBirlaCapital_limited_January%2022_%202026_RR_386955.html">https://www.crisilratings.com/mnt/winshare/Ratings/RatingList/RatingDocs/AdityaBirlaCapital_limited_January%2022_%202026_RR_386955.html</a> <b>RATING LETTER AND RATING RATIONALE:</b> PLEASE REFER TO ANNEXURE 1 (CREDIT RATING LETTERS AND RATING RATIONALE/ PRESS RELEASE) OF THIS KEY INFORMATION DOCUMENT.</p>	<p><b>ICRA LIMITED</b> RATING: ICRA AAA (Stable) DATE OF PRESS RELEASE: February 9, 2026 LINK OF THE PRESS RELEASE: <a href="https://www.icra.in/Rationale/ShowRationaleReport?Id=140810">https://www.icra.in/Rationale/ShowRationaleReport?Id=140810</a> <b>RATING LETTER AND RATING RATIONALE:</b> PLEASE REFER TO ANNEXURE 1 (CREDIT RATING LETTERS AND RATING RATIONALE/ PRESS RELEASE) OF THIS KEY INFORMATION DOCUMENT.</p>
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**LISTING**

THE DEBENTURES ARE PROPOSED TO BE SEPARATELY LISTED ON NEGOTIATED TRADE REPORTING PLATFORM UNDER NEW DEBT MARKET OF NATIONAL STOCK EXCHANGE OF INDIA LIMITED ("NSE") AND THE WHOLESALE DEBT MARKET SEGMENT OF BSE LIMITED ("BSE"). NSE AND BSE SHALL BE COLLECTIVELY REFERRED TO AS THE "STOCK EXCHANGES". BSE LIMITED SHALL BE THE DESIGNATED STOCK EXCHANGE FOR THE ISSUE. THE ISSUER SHALL COMPLY WITH THE REQUIREMENTS OF THE SEBI LODR REGULATIONS (DEFINED BELOW) TO THE EXTENT APPLICABLE TO IT ON A CONTINUOUS BASIS. PLEASE REFER TO ANNEXURE 2 (IN PRINCIPLE APPROVAL GRANTED BY THE STOCK EXCHANGES) OF THIS KEY INFORMATION DOCUMENT FOR THE 'IN-PRINCIPLE' LISTING APPROVAL FROM THE STOCK EXCHANGES.

DEBENTURE TRUSTEE	STATUTORY AUDITOR		CREDIT RATING AGENCIES		REGISTRAR TO THE ISSUE
<p><b>VISTRN</b> Logo: NOT APPLICABLE Address: 505 A-2, The Capital G Block, Bandra Kurla Complex, Bandra (East), Mumbai, 400051 Telephone: +91 22 2659 3535 FAX: +91 22 2653 3297 Email: <a href="mailto:itclcomplianceofficer@vistra.com">itclcomplianceofficer@vistra.com</a> Website: <a href="http://www.vistraitcl.com">www.vistraitcl.com</a> Contact Person: Mr. Jatin Chonan (Compliance Officer) SEBI Registration No.: IND000000578 or such debenture trustee as may be specified under the relevant Key Information Document(s). Vistra ITCL (India) Limited Address: 505 A-2, The Capital G Block, Bandra Kurla Complex, Bandra (East), Mumbai, 400051 Telephone: +91 22 2659 3535 FAX: +91 22 2653 3297 Email: <a href="mailto:itclcomplianceofficer@vistra.com">itclcomplianceofficer@vistra.com</a> Website: <a href="http://www.vistraitcl.com">www.vistraitcl.com</a></p>	<p><b>M M Nissim &amp; Co LLP, Chartered Accountants</b> Logo: NOT APPLICABLE Address: Barodawala Mansion, B Wing, 3rd Floor, 81, Dr. Annie Besant Road, Worli, Mumbai - 400 018 Telephone: +91 22 2496 9900 Fax: +91 22 2496 9995 Email: <a href="mailto:sskkhemani@mmnissim.com">sskkhemani@mmnissim.com</a> Website: <a href="http://www.mmnissim.com">www.mmnissim.com</a> Peer Review Number: 014093 Contact Person: Mr. Sanjay Khemani</p>	<p><b>M/s. KKC &amp; Associates LLP, Chartered Accountants</b> Logo: NOT APPLICABLE Address: Sunshine Tower, Level 19, Senapati Bapat Marg, Elphinstone Road, Mumbai - 400013 Telephone: +91 22 6143 7333 Fax: - Email: <a href="mailto:Hasmukh@Kkcllp.in">Hasmukh@Kkcllp.in</a> Website: <a href="http://www.Kkcllp.in">www.Kkcllp.in</a> Peer Review Number: 016960 Contact Person: Mr. Hasmukh Dedhia</p>	<p><b>Crisil</b> a company of S&amp;P Global Logo: NOT APPLICABLE Address: Crisil House, Central Avenue, Hiranandani Business Park, Powai, Mumbai 400076 IN Telephone: -191 22 3342 3000 Fax: -191 22 3342 3001 Email: <a href="mailto:crisilratingsdesk@crisil.com">crisilratingsdesk@crisil.com</a> Website: <a href="https://www.crisilratings.com/">https://www.crisilratings.com/</a> Contact Person: Mr. Ajit Velonie SEBI Registration No.: IN/CRA/001/1999 CRISIL Ratings Limited Address: Crisil House, Central Avenue, Hiranandani Business Park, Powai, Mumbai 400076 IN Telephone: -191 22 3342 3000</p>	<p><b>ICRA</b> A MOODY'S INVESTORS SERVICE COMPANY Logo: NOT APPLICABLE Address: 1802, 18th Floor, Tower 3 One Finance Centre, Senapati Bapat Marg, Elphinstone Road, Mumbai Telephone: 022-6179 6300 Fax: 022-2433 1390 Contact Person: Neha Parikh Email: <a href="mailto:Neha.Parikh@icraindia.com">Neha.Parikh@icraindia.com</a> Website: <a href="http://www.icra.in">www.icra.in</a> SEBI Registration No.: IN/CRA/008/2015</p>	<p><b>MUFG</b> Logo: NOT APPLICABLE Address: C-101, 1st Floor, 247 Park, LBS Marg, Vikhroli (West), Mumbai - 400 083, Maharashtra Telephone: +91 810 811 4949 Fax: +91-022-49186060 Email: <a href="mailto:abfl.ncd@linkintime.co.in">abfl.ncd@linkintime.co.in</a> Website: <a href="http://www.linkintime.co.in">www.linkintime.co.in</a> Contact Person: Amit Dabhade Compliance Officer: BN Ramakrishnan SEBI Registration No.: INR000004058 CIN: U67190MH1999PTC118368 or such other registrar and transfer agent as may be specified under the relevant Key Information Document(s).</p>

**ISSUE SCHEDULE**

<b>ISSUE OPENING DATE</b>	<b>ISSUE CLOSING DATE</b>	<b>PAY-IN DATE</b>	<b>DEEMED DATE OF ALLOTMENT</b>	<b>DATE OF EARLIEST CLOSING</b>
April 29, 2026	April 29, 2026	April 30, 2026	April 30, 2026	NOT APPLICABLE
THE ISSUER RESERVES THE RIGHT TO CHANGE THE ISSUE PROGRAMME INCLUDING THE DEEMED DATE OF ALLOTMENT (AS DEFINED HEREINAFTER) AT ITS SOLE DISCRETION IN ACCORDANCE WITH THE TIMELINES SPECIFIED IN THE OPERATIONAL GUIDELINES, WITHOUT GIVING ANY REASONS OR PRIOR NOTICE. THE ISSUE WILL BE OPEN FOR BIDDING AS PER BIDDING WINDOW THAT WOULD BE COMMUNICATED THROUGH BSE BOND EBP PLATFORM.				
<b>COUPON RATE</b>	<b>COUPON PAYMENT FREQUENCY</b>	<b>REDEMPTION DATE</b>	<b>REDEMPTION AMOUNT</b>	
8.0668%	Annually and on Maturity	April 30, 2036	FV - Rs. 1,00,000/-	

THE ISSUE OF DEBENTURES SHALL BE SUBJECT TO THE PROVISIONS OF THE COMPANIES ACT, THE RULES NOTIFIED THEREUNDER, THE MEMORANDUM AND ARTICLES OF ASSOCIATION OF THE ISSUER, SEBI NCS REGULATIONS (AS DEFINED BELOW), SEBI LODR REGULATIONS (AS DEFINED BELOW), THE TERMS AND CONDITIONS OF THIS KEY INFORMATION DOCUMENT ALONG WITH THE GENERAL INFORMATION FILED WITH THE DESIGNATED STOCK EXCHANGE, THE APPLICATION FORM, THE DEBENTURE TRUST DEED AND OTHER DOCUMENTS IN RELATION TO SUCH ISSUE.

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## 1. DEFINITIONS AND ABBREVIATIONS

In this Key Information Document, unless the context otherwise requires, the terms defined, and abbreviations expanded below, have the same meaning as stated in this section. Terms not defined herein shall have the meanings ascribed to them under the General Information Document. References to statutes, rules, regulations, guidelines and policies will be deemed to include all amendments and modifications notified thereto.

### 1.1. Definitions

Term	Description
ABCL	Aditya Birla Capital Limited, a company incorporated under the provisions of the Companies Act, 1956, having its registered office at Indian Rayon Compound Veraval – 362 266, Gujarat, India.
ABFL	Aditya Birla Finance Limited, a company incorporated under the provisions of the Companies Act, 1956, having its registered office at Indian Rayon Compound Veraval – 362 266, Gujarat, India.
Applicable Law(s)	means any statute, law, regulation, ordinance, rule, judgment, order, decree, byelaw, directive, guideline, binding conditions, policy, requirement or other governmental restriction or any similar form of decision of or determination by, or any interpretation or administration having the force of law of any of the foregoing by any Competent Authority, whether in effect as of the date of this Key Information Document or at any time hereafter.
Application Form	means the application form forming part of this Key Information Document to be issued by the Issuer, after completion of the bidding process.
Arranger(s)	means the lead arranger and /or any other Arranger associated with the issuance of Debentures.
Board of Directors / Board	means the board of directors of the Company for the time being and from time to time and also includes any committee thereof.
BSE	means BSE Limited.
BSE BOND EBP Platform	means the Electronic Book Provider Platform of BSE for issuance of Debentures on private placement basis.
Business Day	means any day of the week (excluding non-working Saturdays, Sundays and any day which is a public holiday for the purpose of Section 25 of the Negotiable Instruments Act, 1881 (26 of 1881) (as may be amended/ supplemented from time to time) in Mumbai and any other day on which banks are closed for customer business in Mumbai) on which the money market is functioning in Mumbai and “Business Days” shall be construed accordingly.
Companies Act	means the (Indian) Companies Act, 2013, and includes any applicable provisions of Companies Act, 1956 which have not been superseded by the relevant provisions of the Companies Act 2013, as on the relevant date.
Coupon Payment Date(s)	Please refer to the section head titled “Cash Flow” under Section 9 (Illustration of Cash Flows) of this Key Information Document.
Coupon Rate/ Coupon	shall have the meaning set forth in “Issue Details” section of the relevant Key Information Document(s).
Credit Rating Agencies/ Rating Agencies	in relation to the Debentures, shall mean CRISIL Ratings Limited and ICRA Limited.

Debenture Holder(s) /Beneficial Owner(s)	means the Persons who are, for the time being and from time to time, the holders of any Debentures and whose names appear in the Register of Debenture Holders, and Debenture Holder means any of them.
Debenture Trust Deed/ DTD	Debenture Trust Deed dated March 10, 2025, entered between the Company and Debenture Trustee.
Debenture Trustee Appointment Agreement / Debenture Trustee Agreement	means the debenture trustee appointment agreement dated March 7, 2025, entered into inter alia between the Issuer and the Debenture Trustee, as amended from time to time.
Deemed Date of Allotment	Refer to heading titled 'Deemed Date of Allotment' under Section 8.1 (Term Sheet) of this Key Information Document.
Depositories Act	means the Depositories Act, 1996, as amended from time to time and the rules notified by the Depository from time to time.
Depository(ies)	means collectively, NSDL and/ or CDSL, as the case may be.
Depository Participant	means a participant as defined under the Depositories Act, 1996, as amended from time to time.
Disclosure Documents/ Issue Documents	means collectively or individually, the General Information Document dated April 16, 2026, and this Key Information Document as per the context in which it is used.
Eligible Investors	Refer to heading titled 'Eligible Investors' under Section 8.1 (Term Sheet) of this Key Information Document.
Event of Default	Refer to heading titled 'Events of Default' under Section 8.1 (Term Sheet) of this Key Information Document.
Face Value	Refer to heading titled 'Face Value' under Section 8.1 (Term Sheet) of this Key Information Document.
General Information Document or GID	means the General Information Document dated April 16, 2026.
Governmental Authority	shall have the meaning as ascribed to the term Governmental Authority' in the relevant Key Information Document(s).
ICRA	means ICRA Limited.

<b>Term</b>	<b>Description</b>
Issue	Issue by Aditya Birla Capital Limited (“Company” or “Issuer”) of unsecured, rated, listed, taxable, redeemable, subordinated non-convertible debentures (the “NCDs”) <p>ABCL Sub-Debt Series ‘A1’ FY 2026-27 Upto ₹ 100,00,00,000 (Rupees One Hundred Crores Only) (“Base Issue”) with an option to retain oversubscription for amount of ₹ 150,00,00,000 (Rupees One Hundred and Fifty Crores only) (“Green Shoe Option) aggregating upto ₹ 250,00,00,000 (Rupees Two Hundred and Fifty Crores only) by Aditya Birla Capital Limited (the “issuer” or “company”) on a private placement basis (“Issue”) to be listed on the wholesale debt market segment of NSE and BSE.</p>
Issue Closing Date	Refer to heading titled ‘Issue Closing Date’ under Section 8.1 (Term Sheet) of this Key Information Document.
Issue Documents	collectively, shall mean (i) this General Information Document and (ii) the relevant Key Information Document(s).
Key Information Document or KID	means this Key Information Document dated April 27, 2026
Memorandum or Memorandum of Association	means the memorandum of association of a company, as amended from time to time.
Pay-In Date	Refer to heading titled ‘Pay-In Date’ under Section 8.1 (Term Sheet) of this Key Information Document.
Purpose	Refer to heading titled ‘Objects of the issue/ details of utilisation of issue proceeds’ under Section 8.1 (Term Sheet) of this Key Information Document.
RBI SBR Master Directions	means the Reserve Bank of India (Non-Banking Financial Company - Scale Based Regulation) Directions, 2023 dated October 19, 2023, as amended from time to time.
Record Date	Refer to heading titled ‘Record Date’ under Section 8.1 (Term Sheet) of this Key Information Document.
Recovery Expense Fund	The fund contributed by the Issuer towards creation of a recovery expense fund as required to be created in terms of SEBI Debenture Trustee Master Circular.
Redemption Date	Refer to heading titled ‘Redemption Date’ under Section 8.1 (Term Sheet) of this Key Information Document.
Register of Debenture Holders	means the register maintained by the Issuer at its registered office and containing the names of the Debenture Holders, in accordance with the Act.

Term	Description
Registrar/Registrar to the Issue	means the registrar to this Issue, in this case being MUFG Link Intime Private Limited.
SEBI Debenture Trustees Regulations	means the SEBI (Debenture Trustees) Regulation, 1993, as amended from time to time.
SEBI Debenture Trustee Master Circular	means the SEBI circular bearing reference number SEBI/HO/DDHS- PoD3/P/CIR/2024/46 dated 16 May 2024, as may amended, modified and supplemented, from time to time.
SEBI Master Circular	means the SEBI circular with reference number SEBI/HO/DDHS- PoD3/P/CIR/2023/46 dated 16 May 2024, as amended from time to time.
SEBI NCS Regulations	means the SEBI (Issue and Listing of Non-Convertible Securities) Regulations, 2021, as amended from time to time.
SEBI LODR Regulations	means the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015, issued by SEBI, as amended from time to time.
Stock Exchanges	means BSE and/or NSE, as the case may be.
Subsidiaries	means the subsidiaries of the Issuer, if any.
Transaction Documents	Refer to heading titled 'Transaction Documents' under Section 8.1 (Term Sheet) of this Key Information Document.
Trustee or Debenture Trustee	means Vistra ITCL (India) Limited, as trustee for the benefit of the Debenture Holder(s) / Beneficial Owner(s).

## 1.2. Abbreviations

Abbreviation	Full form
BSE	BSE Limited
CIBIL	TransUnion CIBIL Limited
Cr	Crore
EBP	Electronic Book Provider
Financial Year/ FY	The accounting period commencing from 1 April of the previous year till 31 March of the year under reference.
IBC	Insolvency and Bankruptcy Code, 2016, as amended
ICCL	Indian Clearing Corporation Limited
Ind AS	Indian Accounting Standards issued under the Companies (Indian Accounting Standards) Rules, 2015
INR/ “₹”/ “Rs.”	Indian Rupees
ISIN	International Securities Identification Number
N.A.	Not applicable
NEFT	National Electronic Funds Transfer
NRI	Non- Resident Indian
NSDL	National Securities Depository Limited
NSE	National Stock Exchange of India Limited
PAN	Permanent Account Number
QIBs	Qualified Institutional Buyers, as specified under the SEBI (Issue of Capital and Disclosure Requirements), Regulations, 2018.
RBI	Reserve Bank of India
ROC	Registrar of Companies
RTGS	Real Time Gross Settlement
SEBI	Securities and Exchange Board of India constituted under the Securities and Exchange Board of India Act, 1992

## 2. DISCLAIMERS

### 2.1 Issuer's Absolute Responsibility

*The Issuer, having made all reasonable inquiries, accepts responsibility for and confirms that this Key Information Document contains all information with regard to the Issuer and the issue of Debentures which is material in the context of the issue of Debentures, that the information contained in the Key Information Document is true and correct in all material aspects and is not misleading, that the opinions and intentions expressed herein are honestly stated and that there are no other facts, the omission of which make this Key Information Document as a whole or any of such information or the expression of any such opinions or intentions misleading.*

### 2.2 Disclaimer of the Arranger

Not Applicable

### 2.3 Disclaimer in respect of Jurisdiction

Issue of the Debentures have been/will be made in India to investors as specified under clause "Who Can Apply" in this Key Information Document, who have been/shall be specifically approached by the Company. This Key Information Document is not to be construed or constituted as an offer to sell or an invitation to subscribe to Debentures offered hereby to any person to whom it is not specifically addressed. The Debentures are governed by and shall be construed in accordance with the existing Indian laws as applicable in the state of Gujarat. Any dispute arising in respect thereof will be subject to the exclusive jurisdiction of the courts and tribunals of Ahmedabad.

### 2.4 Disclaimer of the Debenture Trustee

Investors should carefully read and note the contents of this Key Information Document. Each prospective investor should make its own independent assessment of the merit of the investment in Debentures and the Issuer. Prospective investors should consult their own financial, legal, tax and other professional advisors as regards the risks and investment considerations arising from an investment in the Debentures and should possess the appropriate resources to analyze such investment and suitability of such investment to such investor's particular circumstance. Prospective investors are required to make their own independent evaluation and judgement before making the investment and are believed to be experienced in investing in debt markets and are able to bear the economic risk of investing in such instruments.

## 2.5 **Disclaimer of the Credit Rating Agencies**

### CRISIL Ratings Limited

A rating by CRISIL Ratings reflects CRISIL Ratings' current opinion on the likelihood of timely payment of the obligations under the rated instrument and does not constitute an audit of the rated entity by CRISIL Ratings. Our ratings are based on information provided by the Issuer or obtained by CRISIL Ratings from sources it considers reliable. CRISIL Ratings does not guarantee the completeness or accuracy of the information on which the rating is based. A rating by CRISIL Ratings is not a recommendation to buy / sell or hold the rated instrument; it does not comment on the market price or suitability for a particular investor. CRISIL Ratings has a practice of keeping all its ratings under surveillance and ratings are revised as and when circumstances so warrant. CRISIL Ratings is not responsible for any errors and especially states that it has no financial liability whatsoever to the subscribers / users / transmitters / distributors / of its ratings. CRISIL Ratings' criteria are available without charge to the public on the website, [www.crisilratings.com](http://www.crisilratings.com). CRISIL Ratings or its associates may have other commercial transactions with the Issuer.

### ICRA Limited

All information contained in the press release has been obtained by ICRA from sources believed by it to be accurate and reliable. Although reasonable care has been taken to ensure that the information therein is true, such information is provided 'as is' without any warranty of any kind, and ICRA in particular makes no representation or warranty, express or implied, as to the accuracy, timeliness or completeness of any such information. All information contained therein must be construed solely as statements of opinion, and ICRA shall not be liable for any losses incurred by users from any use of the press release or its contents. Also, ICRA may provide other permissible services to the Company at arms-length basis.

### 3. RISK FACTORS

#### ***Risks in relation to the Debentures***

The Debenture Holders may not be able to recover, on a timely basis or at all, the full value of the outstanding amounts and/or the interest accrued thereon in connection with the Debentures. Our ability to pay interest accrued on the Debentures and/or the principal amount outstanding from time to time in connection therewith would be subject to various factors inter alia including our financial condition, profitability and the general economic conditions in India and in the global financial markets. We cannot assure you that we would be able to repay the principal amount outstanding from time to time on the Debentures and/or the interest accrued thereon in a timely manner or at all.

#### ***The secondary market for Debentures may be illiquid.***

The trading of the Debentures and other securities of the Issuer on the Stock Exchanges may be limited or sporadic.

It is not possible to predict if and to what extent a secondary market may develop in the Debentures or at what price the Debentures will trade in the secondary market or whether such market will be liquid or illiquid. Once the Debentures are listed or quoted or admitted to trading, no assurance is given that any such listing or quotation or admission to trading will be maintained. The fact that the Debentures may be so listed or quoted or admitted to trading does not necessarily lead to greater liquidity than if they were not so listed or quoted or admitted to trading.

The Issuer may, but is not obliged to, at any time purchase the Debentures at any price in the open market or by tender or private agreement where permitted by law. Any Debentures so purchased may be resold or surrendered for cancellation. The more limited the secondary market is, the more difficult it may be for Debenture Holders of the Debentures to realise value for the Debentures prior to redemption of the Debentures.

#### ***Change in interest rate may affect the price of Debenture.***

All securities where a fixed rate of interest is offered, such as this Issue, are subject to price risk. The price of such securities will vary inversely with changes in prevailing interest rates, i.e. when interest rates rise, prices of fixed income securities fall and when interest rates drop, the prices increase. The extent of fall or rise in the prices is a function of the existing coupon, days to maturity and the increase or decrease in the level of prevailing interest rates. Increased rates of interest, which frequently accompany inflation and/or a growing economy, are likely to have a negative effect on the pricing of the Debentures.

#### ***All covenants including the accelerated payment covenants given by way of side letters shall be incorporated in the Disclosure Documents by the Issuer.***

In circumstances where other lenders with such exposure / loan account by value and number and are entitled to determine corrective action plan for any of our borrowers, we may be required by such other lenders to agree to such corrective action plan, irrespective of our preferred mode of settlement of our loan to such borrower or subject our loan account to accelerated provisioning. Furthermore, with respect to any loans made as part of a consortium arrangement and multiple banking arrangement, a majority of the relevant lenders may elect to pursue a course of action that may not be favourable to us. Any such corrective action plan / accelerated provisioning could lead to an unexpected loss that could adversely affect our business, financial condition or results of operations.

***Repayment is subject to the credit risk of the Issuer***

Potential investors should be aware that receipt of the principal amount (i.e. the Redemption Amount) and any other amounts that may be due in respect of the Debentures is subject to the credit risk of the Issuer. Potential investors assume the risk that the Issuer will not be able to satisfy its obligations under the Debentures. In the event that bankruptcy proceedings or composition, scheme of arrangement or similar proceedings to avert bankruptcy are instituted by or against the Issuer, the payment of sums due on the Debentures may not be made or may be substantially reduced or delayed.

Any credit rating of the Issuer reflects an independent opinion of the credit rating agency on the creditworthiness of the rated entity but does not guarantee the credit quality of the entity. Any such rating is subject to downgrade risk, which in turn can adversely affect the value of the Debentures and the fund raising ability of the Issuer.

***Risks in relation to the security created in relation to the Debentures, if any***

Not applicable.

***Legality of purchase.***

Potential investors of the Debentures will be responsible for the lawfulness of the acquisition of the Debentures, whether under the laws of the jurisdiction of its incorporation or the jurisdiction in which it operates or for compliance by that potential investor with any law, regulation or regulatory policy applicable to it.

***Risks related to maintenance of Security Cover***

Not applicable

***In case of outstanding debt instruments or deposits or borrowings, any default in compliance with the material covenants such as creation of security as per terms agreed, default in payment of interest, default in redemption or repayment, non-creation of debenture redemption reserve, default in payment of penal interest wherever applicable.***

Not applicable

***Uncertain/ limited or sporadic trading market.***

The Issuer intends to list the Debentures on the debt segment of the Stock Exchanges after giving prior notice to the Debenture Trustee. The Issuer cannot provide any guarantee that the Debentures will be frequently traded on the Stock Exchanges and that there would be any market for the Debentures.

***Refusal of listing of any security of the issuer during preceding three Financial Years and current Financial Year by any of the stock exchanges in India or abroad.***

Not applicable

**4. ISSUE RELATED TERMS**

**4.1. Credit Rating of Debentures**

The Debentures have been rated CRISIL AAA (Stable) by CRISIL Ratings Limited for an amount up to ₹ 3,000 Crore *vide* its rating letter dated 14 April, 2026 and “ICRA AAA (Stable)” by ICRA Limited for an amount up to ₹ 7,717 Crore *vide* its revalidated letter dated April 6, 2026. The Issuer declares that the ratings provided by CRISIL Ratings Limited and ICRA Limited are valid as on the date of issuance and listing of the Debentures.

This indicates “**highest degree of safety**” with respect to timely payment of interest and principal on the instrument. The rating is not a recommendation to buy, sell or hold the Debentures and investors should take their own decision. The rating may be subject to suspension, revision or withdrawal at any time by the assigning Credit Rating Agencies. The Credit Rating Agencies have a right to revise, suspend or withdraw the rating at any time on the basis of factors such as new information or unavailability of information or other circumstances which the Credit Rating Agencies believe may have an impact on its rating.

Please refer to **Annexure 1** (*Credit Rating Letters and Rating Rationale/ Press Release*) of this Key Information Document for the detailed press release along with credit rating rationale adopted by the Credit Rating Agencies. The Issuer hereby declares that the ratings issued by the Credit Rating Agencies are valid as on the date of issuance and listing of the Debentures.

#### 4.2. Listing of Debentures

The Debentures are proposed to be listed negotiated trade reporting platform under new debt market of NSE and the wholesale debt market segment of BSE. BSE shall be the designated stock exchange for the Issue. The Stock Exchanges have given their in-principle listing approval for the Debentures proposed to be offered through the Disclosure Documents *vide* their letter dated April 17, 2026. Please refer to **Annexure 2 (In Principle Approval Granted by the Stock Exchanges)** of this Key Information Document for the ‘in- principle’ listing approval from the Stock Exchanges.

The Debentures shall be listed on the BSE and NSE within a period of 3 (three) working days from the bidding date.

The Issuer confirms that in case of delay in listing of Debentures beyond the listing timelines, the Issuer will pay penal interest, of 1% (one percent) per annum over and above the coupon rate for the period of delay to the investor (i.e. from Deemed Date of Allotment to the date of listing).

#### 4.3. Recovery Expense Fund

The Issuer has created a Recovery Expense Fund in relation to the Debentures with the designated Stock Exchange in accordance with the SEBI Debenture Trustee Master Circular. Further, Company will create incremental Recovery Expense Fund as per the prescribed timeline including the present Issue and any future issuance.

#### 4.4. Settlement Guarantee Fund

The Issuer is required to deposit an amount of 0.005% of the issuance value of the Debentures per annum based on the maturity of Debentures, towards settlement guarantee fund with the designated Stock Exchange, in the manner as specified in the SEBI Master Circular. This fund will be created to ensure upfront collection of charges from the Issuer at the time of allotment of the Debentures.

#### 4.5. Issue Schedule

ISSUE SCHEDULE	
<b>Issue / Bid Opening Date</b>	April 29, 2026
<b>Issue / Bid Closing Date</b>	April 29, 2026
<b>Date of earliest closing of the Issue</b>	Not applicable
<b>Pay-In Date</b>	April 30, 2026
<b>Deemed Date of Allotment</b>	April 30, 2026

#### 4.6. Name and contact details of Legal Counsel and Other Parties

Particulars	Details
<b>Legal Counsel to the Issuer</b>	Not Applicable
<b>Guarantor, if applicable</b>	Not Applicable
<b>Arranger, if applicable</b>	Not Applicable

#### 4.7. Expenses of the Issue

The expenses for this Issue inter alia include the fees payable to intermediaries, listing fees and any other expense directly related to the Issue.

The Issue expenses and listing fees will be paid by our Company.

The estimated breakdown of the total expenses along with a break-up for each item of expense, including details of the fees payable (in terms of amount, as a percentage of total issue expenses and as a percentage of total issue size), as applicable\*:

Nature of Expenses	Amount of Fees	Amount as % of Total Issue Expense	Amount as % of Total Issue Size.
Lead manager(s) fees	N.A.	-	-
Underwriting commission	N.A.	-	-
Brokerage, selling commission and upload fees	TBD	TBD	TBD
Fees payable to the registrars to the issue	TBD	TBD	TBD
Fees payable to the legal Advisors	N.A.	-	-
Advertising and marketing expenses	N.A.	-	-
Fees payable to the regulators including stock exchanges	TBD	TBD	TBD
Expenses incurred on printing and distribution of issue stationary	N.A.	-	-
Stamp duty	TBD	TBD	TBD
Settlement Guarantee Fund	TBD	TBD	TBD
Debenture Trustee Fees*	TBD	TBD	TBD
Any other fees, commission or payments under whatever nomenclature	TBD	TBD	TBD

(\* Debenture Trustee fees are not payable issuance wise. Annual Fees and fees for STA / DTA if any executed are paid cumulatively and same is annexed to this KID.)

The above expense is indicative are subject to change depending on the actual level of subscription to the Issue and number of allottees, market conditions and other relevant factors.

\*Assuming basis base issue subscription. The expenses are indicative and are subject to change depending on the actual level of subscription to the Issue and the number of allottees, market conditions, exercising call/ put option by the investor(s), if any and other relevant factors.

**4.8. Use of proceeds (in the order of priority for which the said proceeds will be utilized):**

- (i) Purpose of the placement; The proceeds of the Debentures are not particularly for financing any project. The proceeds of the Debentures will be utilized for the purpose as specified in under heading titled “Objects of the Issue / Purpose for which there is requirement of funds” in Section 8 (Issue Details) of this Key Information Document.
- (ii) **Break-up of the cost of the project for which the money is being raised;** Not Applicable
- (iii) **Means of financing for the project:** Not Applicable
- (iv) Proposed deployment status of the proceeds at each stage of the project. Not Applicable.

**4.9. Confirmation pertaining to the use of proceeds of the issue as required under the SEBI NCS Regulations**

- (a) If the proceeds, or any part of the proceeds, of the Issue are or is to be applied directly or indirectly:
  - (i) in the purchase of any business; or
  - (ii) in the purchase of an interest in any business and by reason of that purchase, or anything to be done in consequence thereof, or in connection therewith the Company shall become entitled to an interest in either the capital or profits and losses or both,

in such business exceeding fifty per cent. thereof, a report made by a chartered accountant (who shall be named in the Issue Document) upon—

- (A) the profits or losses of the business for each of the three financial years immediately preceding the date of the issue of the Issue Document; and
- (B) the assets and liabilities of the business as on the latest date to which the accounts of the business were made up, being a date not more than one hundred and twenty days before the date of the issue of the Issue Document

- (b) In purchase or acquisition of any immovable property including indirect acquisition of immovable property for which advances have been paid to third parties, disclosures regarding:
- (i) the names, addresses, descriptions and occupations of the vendors;
  - (ii) the amount paid or payable in cash, to the vendor and where there is more than one vendor, or the Company is a sub-purchaser, the amount so paid or payable to each vendor, specifying separately the amount, if any, paid or payable for goodwill;
  - (iii) the nature of the title or interest in such property proposed to be acquired by the Company; and
  - (iv) the particulars of every transaction relating to the property completed within the two preceding years, in which any vendor of the property or any person who is or was at the time of the transaction, a promoter or a director or proposed director of the Company, had any interest, direct or indirect, specifying the date of the transaction and the name of such promoter, director or proposed director and stating the amount payable by or to such vendor, promoter, director or proposed director in respect of the transaction:

Provided that the disclosures specified in sub-clauses (i) to (iv) above shall be provided for the top five vendors on the basis of value viz. sale consideration payable to the vendors.

Provided further that for the remaining vendors, such details may be provided on an aggregated basis in the offer document, specifying number of vendors from whom it is being acquired and the aggregate value being paid; and the detailed disclosures as specified in sub-clauses (i) to (iv) above may be provided by way of static QR code and web link. If the issuer provides the said details in the form of a static QR code and web link, the same shall be provided to the debenture trustee as well and kept available for inspection as specified herein. A checklist item in the 'Security and Covenant Monitoring System' shall also be included for providing the detailed disclosures, as specified in sub-clauses (i) to (iv) above, to the debenture trustee and confirmation of the same by the debenture trustee.

- (c) If:
- (i) the proceeds, or any part of the proceeds, of the Issue are or are to be applied directly or indirectly and in any manner resulting in the acquisition by the Company of shares in any other body corporate; and
  - (ii) by reason of that acquisition or anything to be done in consequence thereof or in connection therewith, that body corporate shall become a subsidiary of the Company, a report shall be made by a Chartered Accountant (who shall be named in the Issue Document) upon –
    - (A) the profits or losses of the other body corporate for each of the three financial years immediately preceding the issue of the Issue Document; and
    - (B) the assets and liabilities of the other body corporate as on the latest date to which its accounts were made up.

- (d) The said report shall:
- (i) indicate how the profits or losses of the other body corporate dealt with by the report would, in respect of the shares to be acquired, have concerned members of the Company and what allowance would have been required to be made, in relation to assets and liabilities so dealt with for the holders of the balance shares, if the Company had at all material times held the shares proposed to be acquired; and
  - (ii) where the other body corporate has subsidiaries, deal with the profits or losses and the assets and liabilities of the body corporate and its subsidiaries in the manner as provided in paragraph (c) (ii) above.

Not applicable

#### **4.10. Registrar and Transfer Agent to the Issue**

The Company has appointed MUFG Link Intime Private Limited, having its office at -101, 1st Floor, 247 Park, LBS Marg, Vikhroli (West), Mumbai – 400 083, Maharashtra, as the Registrar for the Issue. A copy of the consent letter from the Registrar is attached in this Key Information Document as **Annexure 3 (Consent of the Registrar and Transfer Agent)** of this Key Information Document.

#### **4.11. The names of the debenture trustees(s), a statement to the effect that the debenture trustee has consented to its appointment along with a copy of the agreement executed by the debenture trustee with the issuer in accordance with regulation 13 of the Debenture Trustees Regulations made accessible through a web-link or a static quick response code displayed in the issue document**

Vistra ITCL (India) Limited, having its corporate office at 505 A-2, The Capital G Block, Bandra Kurla Complex Bandra (East), Mumbai, 400051 has been appointed as Debenture Trustee for the proposed Issue. The Debenture Trustee has given its written consent for its appointment in accordance with the SEBI Regulations. The Debenture Trustee has also given its consent for the inclusion of its name as debenture trustee in the form and context in which it appears in this Key Information Document and all subsequent periodical communications to be sent to the holders of the Debentures. Please refer to web- link to access the debenture trustee agreement herein:

The Company has entered into a Debenture Trustee Appointment Agreement with the Debenture Trustee. The Company will enter into a Debenture Trust Deed, *inter-alia*, specifying the powers, authorities and obligations of the Company and the Debenture Trustee in respect of the Debentures.

The Debenture Holders shall, by subscribing to the Debentures or by purchasing the Debentures and without any further act or deed, be deemed to have irrevocably given their consent to and authorised the Debenture Trustee or any of their Agents or authorised officials to do, *inter alia*, all such acts, deeds and things necessary in respect of or relating to the Debentures being offered in terms of this Key Information Document. All rights and remedies under the Debenture Trust Deed / Debenture Trustee Appointment Agreement and/or other documents shall rest in and be exercised by the Debenture Trustee without having it referred to the Debenture Holders. Any payment made by the Company to the Debenture Trustee on behalf of the Debenture Holder(s) shall discharge the Company pro tanto to the Debenture Holder(s). No Debenture Holder shall be entitled to proceed directly against the Company unless the Debenture Trustee, having become so bound to proceed, fails to do so.

The Debenture Trustee will protect the interest of the Debenture Holders in the Event of Default by the Company in regard to timely payment of interest and Redemption Amount and they will take necessary action at the cost of the Issuer. However, the Debenture Trustee, ipso facto does not have the obligations of a borrower or issuer or a principal debtor or a guarantor as to the monies paid / invested by investors for the Debentures.

**4.12. If the security is backed by a guarantee or letter of comfort or any other document of a similar nature, a copy of the same shall be disclosed. In case such document does not contain the detailed payment structure (procedure of invocation of guarantee and receipt of payment by the investor along with timelines), the same shall be disclosed in the Key Information Document.**

Not applicable

**4.13. Disclosure of cash flow with date of interest/ redemption payment as per day count convention:**

**(a) Day count convention for dates on which the payments in relation to the Debt Securities which need to be made:**

If any of the Coupon Payment Date(s) other than on Redemption Date falls on a day which is not a Business Day, the payment due on such date may be made on the immediately succeeding Business Day. However, the dates of the future coupon payments would be as per the schedule originally stipulated at the time of issuing the Debentures. In other words, the subsequent coupon schedule would not be disturbed merely because the payment date in respect of any earlier coupon payment that has been postponed because of it having fallen on a day which is not a Business Day. It is further clarified that the amount of interest payable on each such Coupon Payment Date will be calculated as if Coupon Payment Date remained as per the schedule originally stipulated at the time of issuing the Debentures.

If the Redemption Date falls on a day which is not a Business Day, payment in respect of Redemption Amount (along with interest accrued on the Debentures until but excluding the date of such payment) shall be made one Business Day prior to the Redemption Date.

**(b) Procedure and time schedule for allotment and issue of Debentures:**

Please refer to Section 8 (*Issue Details*) of this Key Information Document.

**(c) Illustration on coupon payment dates and redemption date and cash flows emanating from the Debt Securities:**

Please refer to Section 9 (*Illustration of Cash Flows*) of this Key Information Document.

**4.14. Other Details**

**(a) Debenture Redemption Reserve creation - relevant legislations and applicability**

The Company shall maintain a reserve to be called the debenture redemption reserve (“**Debenture Redemption Reserve**”) as per the provisions of the Companies Act read with rules made thereunder or any regulations or guidelines issued by SEBI, as applicable. The Company shall submit to the Debenture Trustee a certificate duly certified by the statutory auditors certifying that the Company has transferred suitable sum to the Debenture Redemption Reserve at the end of each of Financial Year as per

the Applicable Law. At present, the Debenture Redemption Reserve is not required to be created by a listed company, as per the Company (Share Capital and Debentures) Rules, 2014, as amended from time to time.

(b) **Issue/instrument specific regulations – relevant details (Companies Act, guidelines issued by the Reserve Bank of India, etc.)**

The Debentures offered are subject to provisions of the Companies Act, SEBI NCS Regulations, RBI SBR Master Directions, SEBI LODR Regulations, Securities Contracts (Regulation) Act, 1956, as amended, the Depositories Act, 1996, as amended and rules and regulations made under these enactments. For instrument specific details, please refer to Section 4.15 (*Instrument Specific Details*) of this Key Information Document.

(c) **Default in Payment:**

In case the Company fails to make the payment on any due date, the Company shall be liable to pay default interest which shall be calculated at the rate of 2% (two percent) over and above the applicable Coupon Rate for the period until such Event of Default ceases to exist or is cured to the satisfaction of the Debenture Trustee (acting on the instructions of the Debenture Holders).

(d) **Delay in Listing:**

In accordance with the Chapter VII of the SEBI Master Circular, in the event there is any delay in listing of the Debentures within 3 (three) working days from the bidding date, the Company shall pay Coupon to the Debenture Holders, at a rate which is 1% (one percent) per annum (or such other rate as prescribed under Applicable Law) over and above the Coupon Rate on the outstanding amounts for the period of delay i.e., from the Deemed Date of Allotment until the listing of the Debentures are completed.

(e) **Delay in allotment of securities:**

Not Applicable, as all benefits related to the Debentures will be available to the allottees from the Deemed Date of Allotment. The actual allotment of the Debentures may take place on a date other than the Deemed Date of Allotment.

#### 4.15. Instrument Specific Details

(a) **Issue Size and Nature of Instrument**

Please refer to the Section 8 (*Issue Details*) of this Key Information Document.

(b) **Objects of the Issue / Details of utilisation of Issue proceeds**

Please refer to the Section 8 (*Issue Details*) of this Key Information Document.

(c) **Face Value, Issue Price, Effective Yield for Investor**

Please refer to the Section 8 (*Issue Details*) of this Key Information Document..

(d) **Minimum Bid Lot**

Please refer to the Section 8.2 (*EBP Disclosures*) of this Key Information Document.

(e) **Interest rate parameter - Zero coupon, fixed coupon or floating coupon**

Please refer to the Section 8.2 (*EBP Disclosures*) of this Key Information Document.

(f) **Minimum Subscription**

Please refer to the Section 8.1 (*Term Sheet*) of this Key Information Document.

(g) **Deemed Date of Allotment**

All benefits related to the Debentures will be available to the allottees from the Deemed Date of Allotment. The actual allotment of the Debentures may take place on a date other than the Deemed Date of Allotment. The Company reserves the right to keep multiple allotment date(s)/Deemed date(s) of Allotment at its sole and absolute discretion without any notice to the Debenture Holders. In case the Issue Closing Date is revised, the Deemed Date of Allotment may also be revised by the Company at its sole and absolute discretion.

(h) **Credit of Debentures**

The Company shall credit the Debentures in no later than 2 (two) Business Days from the issue closing date. The Company shall give the instruction to the Registrar for crediting the Debentures by 12:00 noon on the Pay-In Date. The Registrar shall provide corporate action file along with all requisite documents to Depositories by 12:00 noon on the Pay-In Date. The Company shall allot the Debentures and issue and credit the letter of allotment in the beneficiary account of the investor(s) ("**Beneficiary Account**") with NSDL and/ or CDSL.

(i) **Coupon Rate**

Please refer to the heading titled 'Coupon Rate' under Section 8 (*Issue Details*) of this Key Information Document.

(j) **Buyback**

In the event of an additional equity offering by the Issuer by way of Qualified Institutions Placement, the Issuer shall have the right (but not the obligation) to buy-back the Debentures from the Stock Exchange or otherwise, at any time prior to the Redemption Date, on such terms as may be mutually agreed between the Issuer and each Debenture Holder, by providing a notice to the Debenture Holders within a period of 30 (thirty) days from the announcement of such equity infusion pursuant to the Qualified Institutions Placement. The said buyback/redemption of the Debentures shall be done at such rate as may be mutually agreed between the Issuer and each Debenture Holder at the time of the buy-back in accordance with the Companies Act and other Applicable Law and regulations.

(k) **Market Lot**

The market lot will be 1 (one) Debenture. Since the Debentures are being issued only in dematerialised form, the odd lots will not arise either at the time of issuance or at the time of transfer of Debentures.

(l) **Interest on Debentures**

The Debentures shall carry interest at Coupon Rate (subject to deduction of tax at source at the rates prevailing from time to time under the provisions of the Income Tax Act, 1961, or any other statutory modification or re-enactment thereof). The interest shall be payable on Coupon Payment Date annually through the Tenor of the Debentures.

The Company shall pay interest on the application money at the applicable Coupon Rate (subject to deduction of tax of source, as applicable) from the date of realization of cheque(s)/ demand draft(s) up to one day prior to the Deemed Date of Allotment.

Interest on Debentures will be paid to the Debenture Holder(s) /Beneficial Owner(s) as per the beneficiary list provided by the Registrar / Depository at the close of the Record Date.

Payment will be made by way of Cheque / DD / RTGS / NACH / NEFT / Electronic mode and any other prevailing mode of payment from time to time in the name of Debenture Holder(s) whose names appear on the list of Beneficial Owners as on Record Date given by the Depository/Registrar to the Company at the close of the Record Date. Cheque / DD will be dispatched to the Debenture Holder(s) by Courier / Registered Post / Hand Delivery, in accordance with the existing rules / laws at the sole risk of the Debenture Holder(s) to the sole holder(s) / first named holder(s) at the address registered with the Company.

Interest in all cases shall be payable on the amount of outstanding Debentures on an Actual/Actual basis, i.e., Actual number of days elapsed divided by the actual number of days in the year and rounded off to the nearest Indian rupee.

(m) **Payment on Redemption**

The Debentures shall be redeemed at par on the redemption dates provided in the table below:

<b>Redemption</b>	<b>Redemption Dates</b>
₹ 1,00,000	Please refer to Section 8 ( <i>Issue Details</i> ) of this Key Information Document.

The Debentures will not carry any obligation, for interest or otherwise, after the outstanding amounts have been paid on the Redemption Date. The Debentures held in the dematerialised form shall be taken as discharged on payment of the Redemption Amount by the Company on Redemption Date to the registered Debenture Holders whose name appear in the Register of Debenture Holders/List of Beneficial Owners as per the list provided by the Depository(ies), on the Record Date. Such payment will be a legal discharge of the liability of the Company towards the Debenture Holders.

Payment of Redemption Amount will be made by way of Cheque / DD / RTGS / NACH / NEFT / Electronic mode and any other prevailing mode of payment in the name of Debenture Holder(s) / Beneficial Owner(s) whose name appears on the list of Beneficial Owners given by the Depository /Registrar to the Company as on the Record Date. Cheque / DD will be dispatched to the Debenture Holder(s) by Courier / Registered Post / Hand Delivery, in accordance with the existing rules / laws at the sole risk of the Debenture Holder(s) to the sole holder(s) / first named holder(s) at the address registered with the Depository.

In respect of any Debentures held physically under a consolidated debenture certificate, payments will be made by way of cheque or demand draft (DD) or electronically. However, if the Issuer so requires, payments on maturity may be made upon the surrender of the consolidated debenture certificate(s). Dispatch of cheque or DD in respect of payments with respect to redemptions will be made within a period of 30 (thirty) days from the date of receipt of the duly discharged consolidated debenture certificate. No interest will accrue after the Redemption Date, irrespective of the fact whether consolidated debenture certificate is surrendered or not.

**4.16. Consent of directors, auditors, bankers to the issue, solicitors or advocates to the issue, legal advisors to the issue, lead managers to the issue, Registrar to the Issue, and lenders (if required, as per the terms of the agreement) and experts.**

Please refer to Section 9 (OTHER DISCLOSURES AND INFORMATION), point 9.6 of the General Information Document

**5. FINANCIAL INFORMATION**

**5.1. The audited financial statements (i.e. Profit & Loss statement, Balance Sheet and Cash Flow statement) both on a standalone and consolidated basis for a period of three completed years which shall not be more than six months old from the date of the General Information Document or issue opening date, as applicable, along with the Auditor's Report along with the requisite schedules, footnotes, summary etc. The audited financial statements shall be accompanied with auditor's report along with the requisite schedules, footnotes, summary etc. Such financial statements shall be audited and certified by the statutory auditor(s) who holds a valid certificate issued by the Peer Review Board of the Institute of Chartered Accountants of India ("ICAI").**

Please refer to Annexure A (*Financial Statements*) of the General Information Document.

**5.2. Key operational and financial parameters:**

Please refer to Section 5.2 (*Key Operational and Financial Parameters*) of the General Information Document.

## 6. APPLICATION PROCESS

The Issuer proposes to Issue the Debentures on the terms set out in this Key Information Document subject to the provisions of the Companies Act, the SEBI NCS Regulations, the SEBI LODR Regulations, the Memorandum and Articles of Association of the Issuer, Application Form, and other terms and conditions as may be incorporated in the Transaction Documents. This section applies to all applicants. Please note that all applicants are required to make payment of the full application amount along with submission of the Application Form.

The Issuer or the Promoter or directors is not a willful defaulter as at the date of filing of this Key Information Document and neither the Issuer or the Promoter or its directors have been categorized as willful defaulter by any bank or financial institution or consortium thereof, in accordance with the guidelines on willful defaulters issued by the Reserve Bank of India.

### 6.1. Who Can Bid/Apply/Invest

All QIBs and any non-QIB Investors specifically mapped by the Issuer on the [BSE Bond EBP Platform], are eligible to bid / invest / apply for this Issue.

**All applicants are required to comply with the relevant regulations/ guidelines applicable to them for investing in the Issue as per the norms approved by Government of India, RBI or any other statutory body from time to time, including but not limited to BSE EBP Guidelines as published by BSE on its website and SEBI for investing in this Issue. The contents of this Key Information Document and any other information supplied in connection with this Key Information Document, or the Debentures are intended to be used only by those investors to whom it is distributed. It is not intended for distribution to any other person and should not be reproduced or disseminated by the recipient.**

**The Issue will be under the electronic book mechanism as required in terms of the Operational Guidelines.**

However, out of the aforesaid class of investors eligible to invest, this Key Information Document is intended solely for the use of the person to whom it has been sent by the Issuer for the purpose of evaluating a possible investment opportunity by the recipient(s) in respect of the securities offered herein, and it is not to be reproduced or distributed to any other persons (other than professional advisors of the prospective investor receiving this Key Information Document from the Issuer).

### 6.2. Confirmation by Eligible Investor

Eligible Investors have confirmed that no software, algorithm, bots or other automation tools, which would give unfair access for placing bids on the BSE Bond EBP Platform, have been used for placing bids.

### 6.3. Documents to be provided by successful bidders

Investors need to submit the certified true copies of the following documents, along-with the Application Form, as applicable:

- (a) Memorandum and Articles of Association/ constitution/ bye-laws/ Debenture Trust Deed;
- (b) Board Resolution authorizing the investment and containing operating instructions;
- (c) Power of attorney/ relevant resolution/authority to make application;

- (d) Specimen signatures of the authorized signatories (ink signed), duly certified by an appropriate authority;
- (e) Copy of Permanent Account Number Card (“**PAN Card**”) issued by the Income Tax Department;
- (f) Necessary forms for claiming exemption from deduction of tax at source on interest on application money, wherever applicable.

#### **6.4. Manner of Bidding**

Please refer to Section 8.2 (*EBP Disclosures*) in this Key Information Document.

#### **6.5. Bidding Process**

- (i) The bidding process on the BSE Bond EBP Platform shall be on an anonymous order driven system.
- (ii) Bids shall be made by way of entering bid in price:
  - (a) Price; or
  - (b) Coupon (in %), up to four decimal places; or
  - (c) Spread in basis points (bps).
- (iii) The bid amount shall be specified in Indian rupees.
- (iv) Eligible Investors may place multiple bids in the Issue.
- (v) If two or more bids have the same coupon/ price/ spread and time, then allotment shall be done on ‘*pro-rata*’ basis.
- (vi) The face value and coupon shall remain constant, and bids/ quotes shall be placed by the bidders in terms of price.

#### **6.6. Manner of Settlement**

Please refer to Section 8.2 (*EBP Disclosures*) in this Key Information Document.

#### **6.7. Settlement Cycle**

Please refer to Section 8.2 (*EBP Disclosures*) in this Key Information Document.

## 6.8. Manner of Allotment

Please refer to Section 8.2 (*EBP Disclosures*) in this Key Information Document.

## 6.9. How to bid

- (a) All Eligible Investors will have to register themselves as a one-time exercise (if not already registered) with the BSE Bond EBP Platform offered by BSE for participating in electronic book building mechanism. Eligible Investors should refer the Operational Guidelines for issuance of debt securities on private placement basis through an electronic book mechanism as available on web site of BSE. Eligible Investors will also have to complete the mandatory KYC verification process. Eligible Investors should refer to the BSE EBP Guidelines.
  - (i) The details of the Issue shall be entered on the BSE Bond EBP Platform by the Issuer at least 2 (two) working days prior to the Issue / Bid Opening Date, in accordance with the Operational Guidelines.
  - (ii) The bidding on the BSE Bond EBP Platform shall take place between 9 a.m. to 5 p.m. only, on the working days of the BSE.
  - (iii) The bidding window shall be open for the period as specified by the issuer in the bidding announcement, however, the same shall be open for at least 1 (one) hour.
  - (iv) The issuer can provide details of the eligible participant(s) for a particular issue, to the BSE Bond EBP Platform, not later than 1 (one) hour before the bidding start time.
  - (v) The Issuer shall provide the bidding start time and close time of the BSE Bond EBP Platform at least 1 (one) working day before the start of the Issue / bid opening date.
  - (vi) The Issue will be open for bidding for the duration of the bidding window that would be communicated through the Issuer's bidding announcement on the BSE Bond EBP Platform, at least 1 (one) working day before the start of the Issue / Bid Opening Date.
  - (vii) Changes in bidding date or time shall be allowed for a maximum of 2 (two) times in accordance with the Operational Guidelines and shall be intimated to the BSE Bond EBP Platform within the operating hours of the platform, at least 1 (one) working day before the bidding date.
  - (viii) A bidder will enter the bid amount while placing their bids in the BSE Bond EBP Platform. The bid placed in the system shall have an audit trail which includes bidder's identification details, time stamp and unique order number.

- (b) Some of the key guidelines in terms of the current Operational Guidelines on issuance of securities on private placement basis through an electronic book mechanism, are as follows:

(i) *Modification of Bid:*

Investors may note that modification of bid is allowed during the bidding period. However, in the last 10 (ten) minutes of the bidding period, revision of bid is only allowed for upward revision of the bid amount placed by the investor or downward revision of coupon/ spread or upward modification of price.

(ii) *Cancellation of Bid*

Investors may note that cancellation of bid is allowed during the bidding period. However, in the last 10 (ten) minutes of the bidding period, no cancellation of bids is permitted.

(iii) *Multiple Bids*

Investors may note that multiple bids are permitted. Multiple bids by the Arranger(s) is allowed where each bid is on behalf of multiple investor(s) provided the bid amount is not more than INR 100 Crore or 5% (five percent) of the base issue size, whichever is lower.

(iv) *Bids by Arranger(s)*

Arranger(s) are allowed to bid on a proprietary, client and consolidated basis. At the time of bidding, the Arranger(s) are required to disclose the following details to the BSE Bond EBP Platform:

- A. Whether the bid is:
- proprietary bid; or
  - a client bid, i.e. being entered on behalf of an Eligible Investor;
  - or a consolidated bid, i.e., an aggregate bid consisting of proprietary bid and bid(s) on behalf of Eligible Investors.
- B. For consolidated bids, the Arranger(s) shall disclose breakup between proprietary bid and client bid(s) (i.e. bids made on behalf of Eligible Investors).

- C. For client bids (i.e. bids entered on behalf of Eligible Investors), the Arranger(s) shall disclose the following:
- Names of such Eligible Investors;
  - Category of the Eligible Investors (whether qualified institutional buyers or non-qualified institutional buyers); and
  - Quantum of bid of each Eligible Investor.

Arranger(s) are allowed to bid on behalf of multiple Eligible Investors, subject to the limits specified in the Operational Guidelines.

(v) *Withdrawal of Issue*

The Issuer may, at its discretion, withdraw the issue process on the following conditions:

- (i) Non-receipt of bids upto the Issue Size; or
- (ii) Bidder has defaulted on payment towards the allotment, within the stipulated time frame, due to which the Issuer is unable to fulfil the Issue Size; or
- (iii) The cut-off yield (i.e. the highest yield at which a bid is accepted) in the Issue is higher than the estimated cut-off yield (i.e. the yield estimated by the Issuer, prior to opening of the Issue) disclosed to the BSE Bond EBP Platform, where the base Issue Size is fully subscribed.

The Issuer, at its discretion, may withdraw from the issue process at any time; however, subsequent to such withdrawal, the issuer shall not be allowed to access any of the EBP platforms for a period of 7 (seven) days from the date of such withdrawal. A withdrawal from the issue process shall imply withdrawal of the total issue including anchor portion.

Disclosure of the estimated cut-off yield on the BSE Bond EBP Platform to the eligible participants, pursuant to closure of issue, shall be at the discretion of the Issuer. In case an issuer withdraws issues on the BSE Bond EBP Platform due to the cut-off yield being higher than the estimated cut-off yield, the BSE Bond EBP Platform shall mandatorily disclose the estimated cut-off yield to the Eligible Investors.

However, Eligible Investors should refer to the Operational Guidelines as prevailing on the date of the bid.

#### **6.10. Right to accept or reject bids**

The Company reserves its full, unqualified and absolute right to accept or reject any bid(s), in part or in full, without assigning any reason thereof and to make provisional / final allocations at its absolute discretion.

## 6.11. Provisional/ Final allocation

The allotment of valid applications received on the closing day shall be done in the following manner:

- (i) all bids shall be arranged in accordance with “price time priority” basis; and
  - A. in case of in case of ‘uniform yield allotment’, allotment and settlement value shall be based on the cut-off price determined in the bidding process; or
  - B. in case of ‘multiple yield, then allotment and settlement value shall be done based on price quoted by each bidder/ allottee in the bidding process.
- (ii) where two or more bids have the same yield coupon/price/spread and time, then allotment shall be done on “pro-rata” basis.

Post completion of the bidding process, the Company will upload the provisional allocation on the BSE Bond EBP Platform. Post receipt of investor details, the Company will upload the final allocation file on the BSE Bond EBP Platform applications by successful bidders.

Bids needs to be submitted by issue closing time or such extended time as decided by the Issuer on the BSE Bond EBP Platform. Post that the original Applications Forms (along with all necessary documents as detailed in this Key Information Document), payment details and other necessary documents should be sent to the corporate office of the Issuer on the same day.

## 6.12. Payment Mechanism

Subscription should be as per the final allocation made to the successful bidder as notified by the Issuer.

Pay-in towards the allotment of the Debentures shall be done from the account of the bidder to whom allocation is to be made. For bids made by the Arranger(s) on behalf of Eligible Investors, pay-in towards allotment of securities shall be made from the account of such Eligible Investors. The pay-in of funds towards an issue on the EBP shall be permitted either through clearing corporations of the BSE. The process of pay-in of funds by investors and pay-out to issuer can be done on either T+1 or T+2 day, where T-day is the bidding date.

Successful bidders should do the funds pay-in to the bank accounts notified by ICCL as set out in Section 8 of this Key Information Document (“**ICCL Bank Account**”).

Successful bidders must do the funds pay-in to the ICCL Bank Account on or before 10:30 A.M. on the Pay-In Date (“**Pay-in Time**”). Successful bidders should ensure to do the funds pay-in from their same bank account which is updated by them in the BSE Bond EBP Platform while placing the bids. In case of mismatch in the bank account details between BSE Bond EBP Platform and the bank account from which payment is done by the successful bidder, the payment would be returned back.

Note: In case of failure of any successful bidder to complete the funds pay-in by the Pay-in Time or the funds are not received in the ICCL Bank Account by the Pay-in Time for any reason whatsoever, the bid will liable to be rejected and the Issuer shall not be liable to the successful bidder.

In case of non-fulfillment of pay-in obligations by Eligible Investors, such Eligible Investors shall be debarred from accessing the bidding platform across all EBPs for a period of 30 (thirty) days from the date of such default. In case of 3 (three) instances of non-fulfillment of pay-in obligations, across all EBPs, by Eligible Investors for whom an Arranger(s) has bid, then such Arranger(s) shall be debarred from accessing all EBPs, for a period of 7 (seven) days from the date of such third or subsequent default.

Cheque(s), demand draft(s), money orders, postal orders will not be accepted. The Issuer assumes no responsibility for any applications lost in mail. The entire amount of INR 1,00,000 (Indian Rupees One Lakh only) per Debenture is payable on application.

Applications should be for the number of Debentures applied by the Applicant. Applications not completed in the said manner are liable to be rejected. The name of the applicant’s bank, type of account and account number must be filled in the Application Form. This is required for the applicant’s own safety and these details will be printed on the refund orders and interest/ redemption warrants.

The applicant or in the case of an application in joint names, each of the applicant, should mention his/her Permanent Account Number (PAN) allotted under the Income-tax Act, 1961 or where the same has not been allotted, the GIR No. and the Income tax Circle/Ward/District. As per the provision of Section 139A (5A) of the IT Act, PAN/GIR No. needs to be mentioned on the TDS certificates. Hence, the investor should mention his PAN/GIR No. In case neither the PAN nor the GIR Number has been allotted, the applicant shall mention “Applied for” nor in case the applicant is not assessed to income tax, the applicant shall mention ‘Not Applicable’ (stating reasons for non-applicability) in the appropriate box provided for the purpose. Application Forms without this information will be considered incomplete and are liable to be rejected.

All applicants are requested to tick the relevant column “Category of Investor” in the Application Form. Public/ Private/ Religious/ Charitable Trusts, Provident Funds and Other Superannuation Trusts and other investors requiring “approved security” status for making investments.

*For further instructions about how to make an application for applying for the Debentures and procedure for remittance of application money, please refer to the Issue Details and the Application Form.*

#### **6.13. Terms of Payment**

The full-face value of the Debentures applied for is to be paid along with the Application Form. Eligible Investor(s) need to send in the Application Form and the details of RTGS for the full value of Debentures applied for.

#### **6.14. Force Majeure**

The Issuer reserves the right to withdraw the issue prior to the Issue Closing Date in the event of any unforeseen development materially adversely affecting the economic and regulatory environment of the Issuer.

#### **6.15. Applications under power of attorney**

A certified true copy of the power of attorney or the relevant authority as the case may be along with the names and specimen signature(s) of all the authorized signatories and the tax exemption certificate/document, if any, must be lodged along with the submission of the completed Application Form. Further modifications/ additions in the power of attorney or authority should be notified to the Issuer or to the Registrars or to such other person(s) at such other address(es) as may be specified by the Issuer from time to time through a suitable communication.

#### **6.16. Application by mutual funds**

In case of applications by mutual funds, a separate application must be made in respect of each scheme of an Indian mutual fund registered with SEBI and such applications will not be treated as multiple applications, provided that the application made by the asset management companies/ trustees/ custodian clearly indicate their intention as to the scheme for which the application has been made.

#### **6.17. Application by Provident Funds, Superannuation Funds and Gratuity Funds**

The applications must be accompanied by certified true copies of

- a. Debenture Trust Deed / bye laws /resolutions
- b. Resolution authorizing investment
- c. Specimen Signatures of the authorized signatories.

Those desirous of claiming tax exemptions on interest on application money are compulsorily required to submit a certificate issued by the Income Tax Officer along with the Application Form. For subsequent interest payments, such certificates have to be submitted periodically.

## 6.18. Basis of allocation

The Debentures shall be allocated in accordance with the provisions of the Operational Guidelines. All the bids made in a particular issue shall be disclosed on the BSE Bond EBP Platform (in a tabular format) with:

- (i) Coupon/ price/ spread
- (ii) Amount i.e. demand at that particular coupon/ price/ spread
- (iii) Cumulative demand (total amount)

The aforesaid information shall be disseminated after closure of bidding.

## 6.19. Anchor Portion

- (a) The particulars of anchor investor and quantum of investment made by such anchor investor are as set out in Section 8.1 (*Term Sheet*) of this Key Information Document.
- (b) The Issuer shall have an option to avail an '*anchor portion*' within the Issue, subject to the below mentioned conditions:
  - (i) The Issuer shall have the discretion to select the anchor investor(s) for the anchor portion.
  - (ii) The quantum of allocation(s) to the anchor investor(s) shall be at the discretion of the Issuer, subject to total allocation to the anchor(s) not exceeding 30% (thirty percent) of the Issue size.
  - (iii) There shall be no bidding for anchor portion on the BSE Bond EBP Platform.
  - (iv) The quantum for anchor portion shall be suitably disclosed in the Key Information Document.
  - (v) The Issuer shall disclose details of the anchor investor(s) and the corresponding quantum allocated to the BSE Bond EBP Platform, along with the Key Information Document.
- (c) Settlement amount for the anchor investor(s) where Coupon is specified by the Issuer shall be determined on the basis of the following:
  - (i) For uniform yield allotment: The settlement amount shall be the '*cut-off*' price determined in the bidding process i.e. total Issue size less the anchor portion.
  - (ii) For multiple yield allotment: The settlement amount shall be the face value of the security.

Provided that, in case of re-issuance, the '*cut-off*' price determined in the bidding process shall be applicable on the anchor investor(s).

- (d) The remaining portion of the Issue (i.e. the non-anchor portion within the Issue size), shall be open for bidding by Eligible Investors at the chosen time slot on the BSE Bond EBP Platform. The anchor investor(s) may also participate in the said portion if identified as eligible participant(s) by the Issuer.

#### **6.20. Date of Subscription**

The Date of subscription shall be the date of realisation of proceeds of subscription money in the Designated Bank Account of ICCL, as listed above.

#### **6.21. Settlement Process**

Successful bidders shall be required to transfer funds from bank account(s) registered with BSE Bond EBP Platform to the bank account of ICCL to the extent of funds pay-in obligation on or before 10:30

A.M hours on the Pay-In Date. The Issuer shall accordingly inform BSE Bond EBP Platform about the final decision of the Issuer to go-ahead with allotment for the Issue by 16:00 hours. Depositories on the instruction of Issuer or through its Registrar, will credit the Debentures to the demat account of the investors, in accordance with the Operational Guidelines.

#### **6.22. Post-Allocation Disclosures by the EBP**

Upon final allocation by the Issuer, the Issuer shall disclose the Issue Size, Coupon rate, redemption premium (if applicable), ISIN, number of successful bidders, category of the successful bidder(s), etc., in accordance with the SEBI Master Circular. The EBP shall upload such data, as provided by the Issuer, on its website to make it available to the public.

#### **6.23. Signatures**

Signatures should be made in English or in any of the Indian languages. Thumb impressions must be attested by an authorized official of the Issuer or by a magistrate/ notary public under his/her official seal.

#### **6.24. Nomination Facility**

Only individuals applying as sole applicant/joint applicant can nominate, in the prescribed manner, a person to whom his Debentures shall vest in the event of his death. Non -individuals including holders of power of attorney cannot nominate.

#### **6.25. Fictitious Applications**

Any person who makes, in fictitious name, any application to a body corporate for acquiring, or subscribing to, the Debentures, or otherwise induced a body corporate to allot, register any transfer of Debentures therein to them or any other person in a fictitious name, shall be punishable under the extant laws.

## 6.26. Depository Arrangements

The Issuer has entered into necessary depository arrangements with NSDL and CDSL for dematerialization of the Debentures offered under the present Issue, in accordance with the Depositories Act, 1996 and regulations made there under. In this context, the Issuer has signed two tripartite agreements as under: (i) Tripartite Agreements between the Issuer, NSDL and the Registrar and (ii) between the Issuer, CDSL and the Registrar for dematerialization of the Debentures offered under the present Issue.

The Debenture Holders can hold the Debentures only in dematerialized form and deal with the same as per the provisions of Depositories Act, 1996 as amended from time to time.

## 6.27. Procedure for applying for demat facility.

- (a) Applicant(s) must have a beneficiary account with any Depository Participant of NSDL or CDSL prior to making the application.
- (b) Applicant(s) must specify their beneficiary account number and DP's ID in the relevant columns of the Application Form.
- (c) For subscribing to the Debentures, names in the Application Form should be identical to those appearing in the account details of the Depository. In case of joint holders, the names should necessarily be in the same sequence as they appear in the account details in the Depository.
- (d) If incomplete/ incorrect beneficiary account details are given in the Application Form which does not match with the details in the depository system, it will be deemed to be an incomplete application and the same be held liable for rejection at the sole discretion of the Issuer.
- (e) The Debentures shall be directly credited to the beneficiary account as given in the Application Form and after due verification, allotment advice/ refund order, if any, would be sent directly to the applicant by the Registrars to the Issue but the confirmation of the credit of the Debentures to the applicant's Depository account will be provided to the applicant by the Depository Participant of the applicant.
- (f) The Coupon, redemption premium (if applicable) or other benefits with respect to the Debentures would be paid to those Debenture Holders whose names appear on the list of Beneficial Owners given by the Depositories to the Issuer as on the Record Date. In case, the Beneficial Owner is not identified by the Depository on the Record Date due to any reason whatsoever, the Issuer shall keep in abeyance the payment of interest or other benefits, till such time the Beneficial Owner is identified by the depository and intimated to the Issuer. On receiving such intimation, the Issuer shall pay the interest or other benefits to the beneficiaries identified, within a period of 15 (fifteen) days from the date of receiving such intimation.
- (g) Applicants may please note that the Debentures shall be allotted and traded on the designated Stock Exchange only in dematerialized form.

## **6.28. Modification of Rights**

The rights, privileges, terms and conditions attached to the Debentures may be varied, modified or abrogated with the consent, in writing, of those Debenture Holders who hold at least three fourths of the outstanding amount of Debentures or with the sanction accorded pursuant to a resolution passed at a meeting of the Debenture Holders, provided that nothing in such consent or resolution shall be operative against the Company where such consent or resolution modifies or varies the terms and conditions of the Debentures, if the same are not acceptable to the Company and provided further that that for any terms that are not adverse to the interests of the Debenture Holders or clarificatory or explanatory changes to the terms and conditions of these Debentures (to the extent permitted under Applicable Law) the consent of the Debenture Holders shall not be required and the consent of the Debenture Trustee in this regard shall be adequate.

## **6.29. Notices**

Any notice, demand, request or other communication may be served by the Company or the Debenture Trustee upon the Debenture Holder(s) by way of e-mail at their addresses provided by the Company or sending through post in prepaid letter addressed to such Debenture Holder(s) at their registered address and any notice, demand, request or other communication so sent by email or post, shall be deemed to have been duly served on receiving a delivery notification of the email or the 3<sup>rd</sup> (third) day following the day on which it is posted and in proving such service it shall be sufficient to prove that the letter containing the notice was properly addressed and put into post box.

All notices required to be given by the Debenture Holder(s), including notices referred to under “Payment of Interest” and “Payment on Redemption” shall be sent by registered post or by hand delivery to the Issuer or to such persons at such address as may be notified by the Issuer from time to time.

## **6.30. Underwriting**

The present issue of Debentures is not underwritten

### **6.31. Letter(s) of Allotment / Debenture Certificate(s) /Refund Order (s)/Issue of Letter(s) of Allotment**

The Company shall issue a letter of allotment to each Debenture Holder on the Deemed Date of Allotment. Further, the Company shall allot the Debentures in dematerialized form within 2 (two) Business Days from the Deemed Date of Allotment and ensure completion of all statutory formalities as required for such dematerialized credit within the said time period.

### **6.32. Issue of Debenture Certificate(s)**

The Company shall issue a letter of allotment to each Debenture Holder on the Deemed Date of Allotment. Further, the Company shall allot the Debentures in dematerialized form within 2 (two) Business Days from the Deemed Date of Allotment and ensure completion of all statutory formalities as required for such dematerialized credit within the said time period. The Debentures since issued in electronic (dematerialized) form, will be governed as per the provisions of the Depository Act, SEBI (Depositories and Participants) Regulations, 1996, rules notified by NSDL/ CDSL/ Depository Participant from time to time and other Applicable Law and rules notified in respect thereof. The Debentures shall be allotted in dematerialized form only.

### **6.33. Trading of Debentures**

The marketable lot for the purpose of trading of Debentures shall be 1 (one) Debenture of face value of INR 1,00,000 (Indian Rupees One Lakh only) each. Trading of Debentures would be permitted in demat mode only in standard denomination of INR 1,00,000 (Indian Rupees One Lakh only) and such trades shall be cleared and settled in recognized stock exchange(s) subject to conditions specified by SEBI. In case of trading in Debentures which has been made over the counter, the trades shall be reported on a recognized stock exchange having a nationwide trading terminal or such other platform as may be specified by SEBI.

#### **6.34. Mode of Transfer of Debentures**

The Debentures shall be transferred subject to and in accordance with the rules/ procedures as prescribed by the CDSL/NSDL/Depository Participant of the transferor/transferee and any other Applicable Law and rules notified in respect thereof. The normal procedure followed for transfer of securities held in dematerialized form shall be followed for transfer of these Debentures held in electronic form. The seller should give delivery instructions containing details of the buyer's DP account to his depository participant. The transferee(s) should ensure that the transfer formalities are completed prior to the Record Date. In the absence of the same, interest will be paid/ redemption will be made to the person, whose name appears in the records of the Depository. In such cases, claims, if any, by the transferee(s) would need to be settled with the transferor(s) and not with the Issuer.

Transfer of Debentures to and from NRIs/ OCBS, in case they seek to hold the Debentures and are eligible to do so, will be governed by the then prevailing guidelines of RBI.

#### **6.35. Common Form of Transfer**

The Issuer undertakes that it shall use a common form/procedure for transfer of Debentures issued under terms of this Key Information Document.

#### **6.36. Deduction of Tax at Source**

All payments to be made by the Company to the Debenture Holders under the Transaction Documents shall be made free and clear of and without deduction for or on account of taxes, except as required under the Tax Act, in the case of payment of interest under any Transaction Document or any interest to be paid on the withheld premium or any other amount payable in relation to the Debentures, as applicable. Provided that, the Company within the time stipulated under Applicable Law delivers to the Debenture Trustee/ Debenture Holders tax withholding or tax deduction certificates in respect of such withholding or deduction made in any Fiscal Year, evidencing that such deducted taxes or withholdings have been duly remitted to the appropriate Governmental Authority.

If the Company is required to make a tax deduction, it shall make that tax deduction and any payment required in connection with such tax deduction within the time allowed and in the minimum amount required by Applicable Law.

#### **6.37. List of Beneficial Owners**

The Issuer shall request the Depository to provide a list of Debenture Holders as at the end of the Record Date. This shall be the list, which shall be considered for payment of interest or repayment of principal amount, as the case may be.

### **6.38. Succession**

In the event of the demise of the sole/first holder of the Debenture(s) or the last survivor, in case of joint holders for the time being, the Issuer shall recognize the executor or administrator of the deceased Debenture Holder or the holder of succession certificate or other legal representative as having title to the Debenture(s). The Issuer shall not be bound to recognize such executor or administrator, unless such executor or administrator obtains probate, wherever it is necessary, or letter of administration or such holder is the holder of succession certificate or other legal representation, as the case may be, from a Court in India having jurisdiction over the matter. The Issuer may, in its absolute discretion, where it thinks fit, dispense with production of probate or letter of administration or succession certificate or other legal representation, in order to recognize such holder as being entitled to the Debenture (s) standing in the name of the deceased Debenture Holder on production of sufficient documentary proof or indemnity.

### **6.39. Where a non-resident Indian becomes entitled to the Debenture by way of succession, the following steps have to be complied:**

- (a) Documentary evidence to be submitted to the legacy cell of the RBI to the effect that the Debenture was acquired by the NRI as part of the legacy left by the deceased holder.
- (b) Proof that the NRI is an Indian National or is of Indian origin.
- (c) Such holding by the NRI will be on a non-repatriation basis

### **6.40. Joint Holders**

Payment of the principal amount of each of the Debentures and interest and other monies payable thereon shall be made to the respective Debenture Holder and in case of joint Debenture Holders, to the one whose name stands first in the Register of Debenture Holder(s).

### **6.41. Investor Relations and Grievance Redressal**

Arrangements have been made to redress investor grievances expeditiously as far as possible. The Issuer shall endeavour to resolve the investor's grievances within 30 (thirty) days of its receipt. All grievances related to the issue quoting the application number (including prefix), number of Debentures applied for, amount paid on application and details of collection centre where the Application was submitted, may be addressed to the Compliance Officer at Registered Office of the Issuer. All investors are hereby informed that the Issuer has designated a Compliance Officer who may be contacted in case of any pre-issue/ post- issue related problems such as non-credit of letter(s) of allotment/ debenture certificate(s) in the demat account, non-receipt of refund order(s), interest warrant(s)/ cheque(s) etc. Contact details of the Compliance Officer are given elsewhere in this Key Information Document.

## 7. PARTICULARS OF THE OFFER

Sr. No.	Terms	Description
A	Details of the offer of non-convertible securities in respect of which the Key Information Document is being issued	Refer to Section 8.1 ( <i>Term Sheet</i> ) of this Key Information Document.
B	Financial information, if such information provided in the General Information Document is more than six months old	The Company confirms that the information provided in the General Information Document is not more than six months old.
C	Material changes, if any, in the information provided in the General Information Document;	The Company confirms that there are no material changes since the issue of the General Information Document.
D	Any material developments not disclosed in the General Information Document, since the issue of the General Information Document relevant to the offer of non-convertible securities in respect of which the Key Information Document is being issued	The Company confirms that there are no other material developments since the issue of the General Information Document.

## 8. ISSUE DETAILS

### 8.1. Term Sheet

The following is a summary term sheet containing information that shall be applicable to the issuance of Debentures under this Key Information Document:

Particulars	Details
Security Name (Name of the non-convertible securities which includes (Coupon/dividend, Issuer Name and maturity year)	ABCL Sub-Debt Series 'SA1' FY 2026-27
Issuer	Aditya Birla Capital Limited
Type of Instrument	Unsecured, Rated, Listed, Taxable, Redeemable Subordinated Non- Convertible Debentures ("NCDs" or Debentures")
Nature of Instrument (Secured or Unsecured)	Unsecured
Seniority (Senior or Subordinated)	Subordinated
Eligible Investors	<p>All QIBs, and any non-QIB Investors specifically mapped by the Issuer on the BSE Bond EBP Platform, are eligible to bid / invest / apply for this Issue.</p> <p>The following class of investors who fall under the definition of "Qualified Institutional Buyers" under Regulation 2 (ss) of SEBI (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended from time to time, are eligible to participate in the offer (being "Eligible Investors"):</p> <ul style="list-style-type: none"> <li>a mutual fund, venture capital fund, alternative investment fund and foreign venture capital investor registered with SEBI;</li> <li>a foreign portfolio investor ("FPIs") other than Individuals, corporate bodies and family offices;</li> <li>a Public Financial Institution;</li> <li>a Scheduled Commercial Bank;</li> <li>a multilateral and bilateral developmental financial institution;</li> <li>a state industrial development corporation;</li> <li>an Insurance Company registered with the Insurance Regulatory and Development Authority of India;</li> <li>a Provident Fund with minimum corpus of ₹ 25 Crore;</li> <li>a Pension Fund with minimum corpus of ₹ 25 Crore;</li> <li>National Investment Fund set up by resolution no. F. No. 2/3/2005-DDII dated November 23, 2005 of the Government of India published in the Gazette of India;</li> <li>insurance funds set up and managed by army, navy or air force of the Union of India;</li> <li>insurance funds set up and managed by the Department of Posts, India; and</li> <li>systemically important non-banking financial companies.</li> </ul> <p>All other investors (including corporates) eligible to bid / invest / apply for this Issue pursuant to the SEBI NCS Regulations read with SEBI Master Circular are eligible to apply for this Issue.</p>
Listing (name of Stock Exchange) where it will be listed and timeline for listing)	The Debentures will be listed on the debt market segment of BSE and NSE. The listing will be done within T+3 days from the date of closure of the Issue. (T being Closure of Issue)

Rating of the Instrument	“CRISIL AAA (Stable) by CRISIL Ratings Limited and “[ICRA]AAA (Stable) by ICRA Limited, respectively
Base Issue Size	Rs.100 Crore
Option to retain oversubscription (Amount)	Rs.150 Crore
Total Issue Size	Rs.250 Crore
Allotment Amount	TBD
Allotted Quantity	TBD
Minimum subscription	100 Debentures of Rs.1,00,000 each and in multiples of 1 Debenture thereafter
Anchor Portion Details	Not Applicable
Limit of Anchor Portion	Not Applicable
Objects of the Issue / Purpose for which there is requirement of funds	<p>The funds raised would constitute Tier II Capital of the Company in terms of RBI guidelines for NBFCs. The proposed issue of Unsecured Subordinated NCDs is being made to augment the Tier II capital of the Issuer and for enhancing the long-term resources.</p> <p>The fund raised through this Issue, after meeting the expenditure of and related to the Issue, will be used for our various financing activities, to repay our existing loans and our business operations including for our capital expenditure and working capital requirements.</p> <p>The Main Objects clause of the Memorandum of Association of the Company permits the Company to undertake the activities for which the funds are being raised through the present Issue and also the activities which the Company has been carrying on till date</p>
In case the issuer is an NBFC and the objects of the issue entail loan to any entity who is a ‘group company’ then disclosures shall be made.	Not Applicable
Details of the utilization of the Proceeds	The management of the Company, in accordance with the policies formulated by it from time to time, will have flexibility in deploying the proceeds received from the Issue. Pending utilization of the proceeds out of the Issue for the purposes described above, the Company intends to temporarily invest funds in high-quality interest-bearing liquid instruments including money market mutual funds, deposits with banks or temporarily deploy the funds in investment grade interest bearing securities.
Coupon / Dividend Rate	8.0668 % p.a.
Yield	TBD
Step Up/Step Down Coupon Rate	Not Applicable
Coupon/Payment Frequency	Annually and on Maturity
Coupon / Dividend payment dates	Refer to “Illustration of Cash Flows” section of this Key Information Document.
Cumulative / non-cumulative, in case of dividend	Not Applicable
Coupon Type (Fixed, floating or other structure)	Fixed
Day Count Basis (Actual/Actual)	Actual / Actual
Interest on Application Money	As the Pay-In Date and the Deemed Date of Allotment fall on the same date, interest on application money shall not be applicable. Further, no interest on application money will be payable in case the Issue is withdrawn by the Issuer in accordance with the Operational Guidelines.
Default Interest Rate	2% pa over the coupon rate on the defaulted interest and/or principal redemption amount for the duration of default
Tenor (Original issuance)	3,653 days
Redemption Date	Wednesday, April 30, 2036

Redemption Amount	Rs. 1,00,000 (Rupees One Lakh only) per NCD
Redemption Premium /Discount	Not Applicable
Issue Price	TBD
Premium/Discount at which security is issued and the effective yield as a result of such discount.	TBD
Premium/Discount at which security will be redeemed and the effective yield as a result of such premium/discount.	Not Applicable
Put Date	Not Applicable
Put Price	Not Applicable
Call Date	Not Applicable
Call Price	Not Applicable
Put Notification Time (Timelines by which the investor need to intimate Issuer before exercising the put)	Not Applicable
Call Notification Time (Timelines by which the Issuer need to intimate investor before exercising the call)	Not Applicable
Face Value	Rs. 1,00,000 (Rupees One Lakh only)
Issue Timing	The details of the Issue shall be entered on the BSE Bond EBP Platform by the Issuer in accordance with the SEBI Master Circular. The bidding on BSE Bond EBP Platform shall take place between 9 a.m. to 5 p.m. only, on the working days of BSE. The bidding window shall be open for the period as specified by the Issuer in the bidding announcement, however, the same shall be open for at least 1 (one) hour. The issuer can provide details of the eligible participant(s) for a particular issue, to the BSE Bond EBP Platform, not later than 1 (one) hour before the bidding start time. The Issuer shall provide the bidding start time and close time of the BSE Bond EBP Platform at least 1 (one) working day before the start of the Issue / Bid Opening Date.
Issue Opening Date	Wednesday, April 29, 2026
Issue Closing date	Wednesday, April 29, 2026
Date of earliest closing of the issue, if any.	Not applicable
Pay-in Date	Thursday, April 30, 2026
Deemed Date of Allotment	Thursday, April 30, 2026
Settlement mode of the Instrument (Designated Bank Accounts of BSE Bond EBP Platform)	Successful bidders should do the funds pay-in to the following bank accounts notified by ICCL: 1. HDFC BANK: Beneficiary Name: INDIAN CLEARING CORPORATION LIMITED Account Number: ICCLEB IFSC Code: HDFC0000060 Mode: NEFT/RTGS 2. ICICI Bank: Beneficiary Name: INDIAN CLEARING CORPORATION LTD Account Number: ICCLEB IFSC Code: ICIC0000106 Mode: NEFT/RTGS
Depository	NSDL and / or CDSL  Depositories (NSDL / CDSL) will/ shall activate the ISINs of debt securities issued on private placement basis only after the Stock Exchange(s) have accorded approval for listing of such securities. Further, in order to facilitate re-issuances of new debt securities in an existing ISIN

Disclosure of Interest/ dividend/ redemption dates	Refer to “Illustration of Cash Flows” of this of this Key Information Document.
Record Date	<p>The Record Date for the Debentures shall be 15 (Fifteen) days prior to any relevant due date on which any payment is to be made by the Company/ the Debenture Trustee to the Debenture Holders.</p> <p>In case the Record Date falls on a non-Business Day, the day prior to the said non-Business Day will be considered as the Record Date.</p> <p>Interest and/or Redemption Amount shall be paid to the person whose name appears as sole / first holder in the Register of Debenture Holder(s) / Beneficial Owner(s) at the close of the Record Date. In the event of the Company not receiving any notice of transfer at least 15 (fifteen) days before the Coupon Payment Date and/ or the Redemption Date of payment of interest and at least 15 (fifteen) days prior to the Redemption Date, as the case may be, the transferees of such Debentures shall not have any claim against the Company in respect of interest and/or Redemption Amount so paid to the registered Debenture Holders.</p> <p>In case of those Debentures for which the Beneficial Owner is not identified by the Depository at the close of the Record Date, the Company would keep in abeyance the payment of interest or other benefits, till such time that the Beneficial Owner is identified by the Depository and conveyed to the Company, whereupon the interest or benefits will be paid to the beneficiaries, as identified, within a period of 30 (thirty) days from the date of such notification by the Depository.</p>
All covenants of the issue (including side letters, accelerated payment clause, etc.)	<p>i) In case of delay in execution of Trust Deed and Charge documents, the Company will refund the subscription with agreed rate of interest and will pay penal interest of at least 2% p.a. over the coupon rate until the execution of the DTD.</p> <p>ii) In case of delay in listing of securities issued on privately placement basis beyond the timelines specified above, the issuer;</p> <p>1. Will pay penal interest of 1% p.a. over the coupon rate for the period of delay to the investor (i.e., from date of allotment to the date of listing). 2. Will be permitted to utilize the issue proceeds of its subsequent two privately placed issuances of securities only after receiving final listing loan approval from Stock Exchanges.</p> <p>Please refer to Annexure 8 (All Covenants to the Issue) of this Key Information Document.</p>
Description regarding Security (where applicable) including type of security (movable/immovable/tangible etc.), type of charge (pledge/ hypothecation/ mortgage etc.), date of creation of security/ likely date of creation of security, minimum security cover, revaluation.	Not Applicable
Replacement of security, interest to the debenture holder over and above the coupon rate as specified in the Trust Deed and disclosed in the General Information Document	Not Applicable
Undertaking on Creation of Security	Not Applicable
Security Cover	Not Applicable

Transaction Documents	Disclosure Document, Debenture Trust Deed and any other document that may be designated by the Debenture Trustee as a Transaction Document. This Disclosure Document shall be read in conjunction with the other Transaction Documents and in case of any ambiguity or inconsistency or differences with any Transaction Document including the Debenture Trust Deed, this Disclosure Document shall prevail
Conditions Precedent to Disbursement	Not Applicable
Condition Subsequent to Disbursement	Not Applicable
Event of Default (including manner of voting /conditions of joining Inter Creditor Agreement)	Please refer to Annexure 8 of this Key Information Document
Creation of Recovery Expense Fund	The Company has created and maintained the Recovery Expense Fund in relation to the Debentures with the designated Stock Exchange for ₹ 25,00,000 (Indian Rupees Twenty Five Lakh only) to be used by the Debenture Trustee, in accordance with and within the timelines prescribed in the SEBI Debenture Trustee Master Circular. Subject to sub-paragraph (c) below, the amounts in the Recovery Expense Fund shall be utilised in the manner and in line with SEBI Debenture Trustee Master Circular. On and after the occurrence of an Event of Default, the Debenture Trustee shall follow the procedure set out in the SEBI Debenture Trustee Master Circular for utilisation of the Recovery Expense Fund.
Conditions for breach of covenants (as specified in Debenture Trust Deed)	The Debenture Trustee may, at any time, waive, on such terms and conditions as to it shall seem expedient, any breach by the Company of any of the covenants and provisions in these presents contained without prejudice to the rights of the Debenture Trustee and Debenture holders in respect of any subsequent breach thereof
Provisions related to Cross Default Clause	Not Applicable
Role and of Responsibilities Debenture Trustee	As per Debenture Trustees Regulations to time and Debenture Trust Deed and as specified in the Transaction Documents.
Risk factors pertaining to the issue	As set out under "Risk Factors" section of the General Information Document and this Key Information Document.
Governing Law and Jurisdiction	The Debentures are governed by and shall be construed in accordance with the existing laws of India. Over and above the aforesaid terms and conditions, the said Debentures shall be subject to the terms and conditions of the General Information Document, this Key Information Document and terms and conditions of the Debenture Trust Deed/ Debenture Trustee Appointment Agreement and other security documents (if applicable).
Details of size of the issue and green shoe portion, if any. Provided that the green shoe portion shall not exceed five times the base issue size	Please refer to Section 13 of this Key Information Document

## EBP Disclosures

Particulars	Details
EBP	On BSE Bond EBP Platform
Interest Rate Parameter (Zero coupon, fixed coupon or floating coupon)	Fixed
Issue Opening Date	Refer to heading titled 'Issue Opening Date' under Section 8.1 (Term Sheet) of this Key Information Document
Issue Closing Date	Refer to heading titled 'Issue Closing Date' under Section 8.1 (Term Sheet) of this Key Information Document
Minimum Bid Lot	The minimum application lot shall be for 100 (One Hundred) Debentures of ₹ 1,00,000/- (Rupees One Lakh each) and in the multiples of 1 (One) Debenture
Manner of bidding in the Issue (Open or Closed Bidding)	The Issue will be through open bidding on the BSE Bond EBP Platform in line with the Operational Guidelines.
Manner of Allotment in the Issue (Uniform Yield Allotment or Multiple Yield Allotment)	The allotment will be done on multiple yield basis in line with the SEBI Master Circular.
Pay in Date	Refer to heading titled 'Pay in Date' under Section 8.1 (Term Sheet) of this Key Information Document
Deemed Date of Allotment	Refer to heading titled 'Deemed Date of Allotment' under Section 8.1 (Term Sheet) of this Key Information Document
Type of Bidding	Price Based
Pay-in of Funds	ICCL
Settlement cycle (i.e., T+1 or T+2 day)	The process of pay-in of funds by Eligible Investors and pay- out to Issuer will be done on T+1 day, where T is the Issue Closing Date.

## 9. ILLUSTRATION OF CASH FLOWS

### ABCL SUB-DEBT Series 'SA1' FY 2026-27

The illustrative cash flows per Debenture (bearing face value of ₹ 1,00,000 (Rupees One Lakh only) is as under:

Particulars	Details
Name of the Issuer	Aditya Birla Capital Limited
Face Value	₹ 1,00,000 (Indian Rupee One Lakh only) per debenture
Deemed Date of Allotment	Thursday, April 30, 2026
Redemption Date	Wednesday, April 30, 2036
Coupon Rate	8.0668% p.a.
Yield	TBD
Issue Price	TBD
Premium/Discount at which security is issued and the effective yield as a result of such discount.	TBD
Frequency of Interest Payment	Annually and on maturity
Day Count Convention	Actual/Actual
Number of Debentures	TBD
Allotment Amount	TBD

### Cash Flow

The illustrative cash flows per Debenture (bearing face value of ₹ 1,00,000) is as under:

Cash Flows	Day and Date for coupon/redemption payment	No. of days for denominator	Amount (in Rs.)
Principal Inflow (Principal – TBD) per debenture	Thursday, April 30, 2026		TBD
1 <sup>st</sup> Coupon	Friday, April 30, 2027	365	8,066.80
2 <sup>nd</sup> Coupon	Sunday, April 30, 2028	366	8,066.80
3 <sup>rd</sup> Coupon	Monday, April 30, 2029	365	8,066.80
4 <sup>th</sup> Coupon	Tuesday, April 30, 2030	365	8,066.80
5 <sup>th</sup> Coupon	Wednesday, April 30, 2031	365	8,066.80
6 <sup>th</sup> Coupon	Friday, April 30, 2032	366	8,066.80
7 <sup>th</sup> Coupon	Saturday, April 30, 2033	365	8,066.80
8 <sup>th</sup> Coupon	Sunday, April 30, 2034	365	8,066.80
9 <sup>th</sup> Coupon	Monday, April 30, 2035	365	8,066.80
10 <sup>th</sup> Coupon	Wednesday, April 30, 2036	366	8,066.80
Principal	Wednesday, April 30, 2036	3,653	100,000.00

(In the event any due date is a holiday, payments will be made in accordance with the Working Day Convention).

### Notes:

- The Company reserves the right to change the Series timetable. The Company reserves the right to further issue debentures under aforesaid series / ISIN;
- While the debt securities are secured to the tune of 100% of the principal and interest amount or as per the terms of offer document/ information Memorandum, in favour of Debenture Trustee, it is the duty of the Debenture Trustee to monitor that the security is maintained.
- The Company undertakes the assets on which the charge or security has been created to meet the hundred percent security cover or higher security cover (as mentioned in above Issue details) is free from any encumbrances and the creation of charge is in conformity with existing transaction documents and does not require separate consent/NoC.
- The Company has complied with the disclosure requirements as required under the SEBI (Issue and Listing of Non-Convertible Securities) Regulations, 2021 and other relevant circulars as amended from time to time.
- The proposed bond issue does not form part of non-equity regulatory capital mentioned under Chapter V of SEBI NCS Regulations, 2021.

**Additional Disclosures:**

1. *“Debt securities shall be considered as secured only if the charged asset is registered with Sub-registrar and Registrar of Companies or CERSAI or Depository etc., as applicable, or is independently verifiable by the Debenture Trustee.”*
2. All disclosures made in the GID & KID with respect to creation of security are in conformity with the clauses of Debenture Trustee Agreement.
3. All covenants included in Debenture Trust Deed (including any side letter, accelerated payment clause etc.) are disclosed in the GID & KID.

**10. UNDERTAKING BY THE ISSUER**

Investors are advised to read the risk factors carefully before taking an investment decision in this Issue. For taking an investment decision, investors must rely on their own examination of the issuer and the offer including the risks involved. The Debentures have not been recommended or approved by any regulatory authority in India, including the SEBI nor does SEBI guarantee the accuracy or adequacy of this Key Information Document. Specific attention of investors is invited to section ‘General Risk’ on Page Number 1 and the statement of ‘Risk factors’ given in Section 3 (*Risk Factors*) of the General Information Document and Section 3 (*Risks Factors*) of this Key Information Document.

The Issuer, having made all reasonable inquiries, accepts responsibility for, and confirms that this Key Information Document read together with the General Information Document contains all information with regard to the Issuer and the Issue, that the information contained in the Key Information Document 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 make this Key Information Document as a whole or any of such information or the expression of any such opinions or intentions misleading in any material respect.

The issuer has no side letter with any holder of the Debentures. Any covenants later added shall be disclosed on the website of the Stock Exchange where the Debentures will get listed.



**11. Details of size of the issue and green shoe portion, if any. Provided that the green shoe portion shall not exceed five times the base issue size**

Details of issue-wise green shoe option exercised vis-a-vis the base issue size and green shoe portion as specified in issues undertaken in FY 2024-25

Series Name	Base Issue	Green Issue	Total Issue Size	Total Subscription	Green shoe option exercised
ABCL NCD SERIES L1 FY2023-24 (FURTHER ISSUANCE II)	150	350	500	230	80
ABCL NCD SERIES K1 FY2023-24 (FURTHER ISSUANCE I)	150	350	500	210	60
ABCL NCD SERIES L1 FY2023-24 (FURTHER ISSUANCE III)	100	400	500	427	327
ABCL NCD SERIES K1 FY2023-24 (FURTHER ISSUANCE II)	100	400	500	145	45
ABCL NCD SERIES L1 FY2023-24 (FURTHER ISSUANCE IV)	200	800	1000	210.22	10.22
ABCL NCD SERIES K3 FY2023-24 (FURTHER ISSUANCE I)	100	200	300	100	-
ABCL NCD SERIES L2 FY2022-23 (FURTHER ISSUANCE I)	100	400	500	215	115
ABCL NCD SERIES K3 FY2023-24 (FURTHER ISSUANCE II)	150	350	500	150	0
ABCL NCD SERIES K1 FY2023-24 (FURTHER ISSUANCE III)	100	400	500	445	345
ABCL NCD SERIES E1 FY2024-25	100	-	100	100	-
ABCL NCD SERIES L2 FY2022-23 (FURTHER ISSUANCE II)	50	250	300	90	40
ABCL NCD SERIES D1 FY 2021-22(FURTHER ISSUANCE II)	250	750	1000	300	50
ABCL NCD SERIES F1 FY2024-25	200	550	750	460	260
ABCL NCD SERIES D1 FY 2021-22 (FURTHER ISSUANCE III)	50	250	300	75	25
ABCL NCD SERIES L1 FY2023-24 (FURTHER ISSUANCE V)	50	250	300	80	30
ABCL NCD SERIES G1 FY2024-25	1500	-	1500	1500	-
ABCL NCD SERIES C1 FY 2017 18 (FURTHER ISSUANCE II)	50	200	250	61	11
ABCL NCD SERIES F1 FY2024-25 (FURTHER ISSUANCE I)	150	550	700	256	106
ABCL NCD SERIES L1 FY2023-24 (FURTHER ISSUANCE VI)	25	-	25	25	-
ABCL NCD SERIES L1 FY2023-24 (FURTHER ISSUANCE VII)	25	100	125	30	5
ABCL NCD SERIES G2 FY 2024-25 (FURTHER ISSUANCE I)	100	200	300	165	65
ABCL NCD SERIES G2 FY 2024-25 (FURTHER ISSUANCE II)	200	40	240	240	40
ABCL NCD SERIES L1 FY2023-24 (FURTHER ISSUANCE VIII)	25	125	150	80	55
ABCL NCD SERIES I2 FY 2018-19(FURTHER ISSUANCE V)	75	375	450	135	60
ABCL NCD SERIES D1 FY 2023-24 (FURTHER ISSUANCE II)	200	500	700	700	500

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ABCL NCD SERIES L1 FY2024-25	250	1250	1500	340	90
ABCL NCD SERIES L2 FY 2024-25	250	500	750	610	360
ABCL NCD SERIES L3 FY 2024-25	1000	2000	3000	2120	1120
ABCL NCD SERIES C1 FY 2023-24(FURTHER ISSUANCE I)	750	1250	2000	985	235
ABCL NCD SERIES I2 FY 2022-23(FURTHER ISSUANCE I)	100	400	500	100	-
ABCL SUB DEBT SA1 FY 2024-2025	100	400	500	125	25
ABCL SUB DEBT SA1 FY 2024-2025 (FURTHER ISSUANCE I)	100	200	300	150	50
ABCL SUB DEBT SA1 FY 2024-2025 (FURTHER ISSUANCE II)	200	800	1000	574	374
ABCL SUB DEBT SA1 FY 2024-2025 (FURTHER ISSUANCE III)	50	250	300	170	120
ABCL Perpetual Debt 'PK1' FY 2024-25	200	300	500	353	153

## 11. DISCLOSURES PRESCRIBED UNDER FORM PAS 4 OF COMPANIES (PROSPECTUS AND ALLOTMENT OF SECURITIES) RULES, 2014

Sr. No.	Disclosure Requirements	Reference
<b>PART A</b>		
1.	<b>GENERAL INFORMATION</b>	
(a)	Name, registered and corporate address, website and other contact details of the Company.	Please refer to the front page of this Key Information Document.
(b)	Date of incorporation of the Company	October 10, 2007
(c)	Business carried on by the Company and its subsidiaries with the details of branches or units, if any:  (i) The description of the Company's Principal Business Activities are as under; (ii) Details about the subsidiaries of the Company with the details of branches or units.	Please refer to Section 4.5 ( <i>A brief summary of the business activities of the Issuer and operations</i> ) of the General Information Document.
(d)	Brief particulars of the management of the company:  (i) Details of Board of Directors of the Company & their profile; (ii) Details of Key Management Personnel of the Company & their profile.	Please refer to Section 6.11 (i) ( <i>Details regarding the directors of the Company</i> ), 6.11 (iii) ( <i>Profile of Board of Directors</i> ) and 6.14 (a) ( <i>Key Managerial Personnel of our Company</i> ) of the GID.
(e)	Names, addresses, DIN and occupations of the directors	Please refer to section 6.11 (i) ( <i>Details regarding the directors of the Company</i> ) of the GID.
(f)	Management's perception of risk factors;	Please refer to Section 3 ( <i>Risk Factors</i> ) of the General Information Document.
(g)	Details of default, if any, including therein the amount involved, duration of default and present status, in repayment of – (i) statutory dues; (ii) debentures and interest thereon; (iii) deposits and interest thereon; (iv) loan from any bank or financial institution and interest thereon.	Not Applicable
(h)	Names, designation, address and phone number, email ID of the nodal/compliance officer of the company, if any, for the private placement offer process;	Compliance Officer for the Issue and Company Secretary: Mr. Santosh Haldankar; Telephone: 022 6225 7615; Email: <a href="mailto:santosh.haldankar@adityabirlacapital.com">santosh.haldankar@adityabirlacapital.com</a> Address: One World Center, Tower 1, 18th Floor, Jupiter Mill Compound, 841, Senapati Bapat Marg, Elphinstone Road, Mumbai 400 013
(i)	Registrar of the Issue	MUFG Link Intime Pvt Ltd.
(j)	Valuation Agency:	Not applicable
(k)	Auditors:	Please refer to section 6.9 of the GID.

(1)	Any Default in Annual filing of the company under the Companies Act or the rules made thereunder:	Nil
2.	<b>PARTICULARS OF THE OFFER</b>	
(a)	Financial position of the Company for the last 3 Financial Years;	Please refer to Annexure A ( <i>Financial Statements</i> ) of GID for audited financial statements (both standalone and consolidated) along with annual report for Financial Year ending on 31 March 2023, 31 March 2024 and 31 March 2025

Sr. No.	Disclosure Requirements	Reference
(b)	Date of passing of board resolution;	Board resolution dated February 3, 2026 and May 13, 2025
(c)	Date of passing of resolution in the general meeting, authorizing the offer of securities;	Shareholder resolution dated June 20, 2025.
(d)	Kinds of securities offered (i.e. whether share or debenture) and class of security; the total number of shares or other securities to be issued;	Debentures: Please refer to Section 8 ( <i>Issue Details</i> ) of this Key Information Document.
(e)	Price at which the <b>security</b> is being offered including the premium, if any, along with justification of the price	Please refer to section 8 ( <i>Issue Details</i> ) of this Key Information Document.
(f)	Name and address of the valuer who performed valuation of the security offered, and basis on which the price has been arrived at along with report of the registered valuer.	Not applicable as the Debentures are issued at par.
(g)	Relevant date with reference to which the price has been arrived at;	Not Applicable
(h)	The class or classes of persons to whom the allotment is proposed to be made;	Please refer to section 8 ( <i>Issue Details</i> ) of this Key Information Document.
(i)	Intention of Promoter, Directors or Key Managerial Personnel to subscribe to the offer (applicable in case they intend to subscribe to the offer);	Not Applicable
(j)	The proposed time within which the allotment shall be completed	Please refer to the 'Front Page' and Section 8 ( <i>Issue Details</i> ) of this Key Information Document.
(k)	The names of the proposed allottees and the percentage of post private placement capital that may be held by them	Not Applicable
(l)	The change in control, if any, in the company that would occur consequent to the private placement	Not Applicable
(m)	The number of persons to whom allotment on preferential basis / private placement / rights issue has already been made during the year, in terms of number of securities as well as price;	Not Applicable
(n)	The justification for the allotment proposed to be made for consideration other than cash together with valuation report of the registered valuer	Not Applicable
(o)	Amount which the Company intends to raise by way of proposed offer of securities	Please refer to Section 8 ( <i>Issue Details</i> ) of this Key Information Document.
(p)	Terms of raising of securities: (a) duration; if applicable (b) rate of dividend or rate of interest; (c) mode of payment (d) mode of repayment;	Please refer to Section 8 ( <i>Issue Details</i> ) of this Key Information Document.

(q)	Proposed time schedule for which the private placement offer cum application letter is valid	Please refer to the 'Front Page' and Section 8 ( <i>Issue Details</i> ) of this KID.
(r)	Purposes and objects of the Offer	Please refer to Section 8 ( <i>Issue Details</i> ) of this Key Information Document.
(s)	Contribution being made by the Promoter or directors either as part of the offer or separately in furtherance of such objects;	Not Applicable
(t)	Principal terms of assets charged as security, if applicable;	Please refer to Section 8 ( <i>Issue Details</i> ) of this Key Information Document.
(u)	The details of significant and material orders	There are no material orders passed by the

Sr. No.	Disclosure Requirements	Reference
	passed by the Regulators, Courts and Tribunals impacting the going concern status of the Company and its future operations;	regulators, courts and tribunals which impact the going concern status of the Company and its future operations.
(v)	The pre-issue and post-issue shareholding pattern of the company	Annexure 5 of Key Information Document
3.	<b>MODE OF PAYMENT FOR SUBSCRIPTION</b>	Cheque: Not Applicable Demand Draft: Not Applicable Other Banking Channels: Identified investors may use the below payment modes for subscription: <ul style="list-style-type: none"> <li>• Electronic clearing services (ECS)</li> <li>• Real time gross settlement (RTGS)</li> <li>• Direct credit or national electronic fund transfer (NEFT)</li> </ul>
4.	<b>DISCLOSURES WITH REGARD TO INTEREST OF DIRECTORS, LITIGATION ETC:</b>	
(a)	Any financial or other material interest of the directors, Promoter or managerial personnel in the offer and the effect of such interest in so far as it is different from the interests of other persons	Not Applicable
(b)	Details of any litigation or legal action pending or taken by any Ministry or Department of the Government or a statutory authority against any promoter of the offeree Company during the last three years immediately preceding the year of the issue of this Key Information Document and any direction issued by such Ministry or Department or statutory authority upon conclusion of such litigation or legal action shall be disclosed	Please refer to Section 8 ( <i>Litigation and Other Defaults</i> ) of the General Information Document.
(c)	Remuneration of directors (during the current year and last three Financial Years);	Please refer to Section 6.13 ( <i>Details of directors' remuneration, and such particulars of the nature and extent of their interests in the Issuer (during the current year and preceding three financial years)</i> ) of the General Information Document.
(d)	Related party transactions entered during the last three Financial Years immediately preceding the year of issue of this Key Information Document including with regard to loans made or, guarantees given or securities provided;	Please refer to <b>Annexure A</b> ( <i>Financial Statements</i> ) of the General Information Document.

(e)	Summary of reservations or qualifications or adverse remarks of auditors in the last five Financial Years immediately preceding the year of issue of this Key Information Document and of their impact on the financial statements and financial position of the Company and the corrective steps taken and proposed to be taken by the Company for each of the said reservations or qualifications or adverse remark;	Please refer to Section 9.4 ( <i>Summary of reservations, qualifications or adverse remarks of auditors in the last five Fiscals immediately preceding the year of circulation of this General Information Document and of their impact on the financial statements and financial position of our Company and the corrective steps taken and proposed to be taken by our Company for each of the said reservations or qualifications or adverse remarks</i> ) of the General Information Document.
(f)	Details of any inquiry, inspections or investigations initiated or conducted under the	Please refer to the Section 8 ( <i>Litigation and Other Defaults</i> ) of the General Information

Sr. No.	Disclosure Requirements	Reference
	Companies Act, or any previous Company law in the last three years immediately preceding the year of issue of this Key Information Document in the case of Company and all of its subsidiaries, and if there were any prosecutions filed (whether pending or not), fines imposed, compounding of offences in the last three years immediately preceding the year of this Key Information Document and if so, section-wise details thereof for the Company and all of its subsidiaries	Document.
(g)	Details of acts of material frauds committed against the Company in the last three years, if any, and if so, the action taken by the Company.	Please refer to the section 9.5 ( <i>Details of acts of material frauds committed against the Company in the last three financial years and in the current financial year, if any, and if so, the action taken by the Company in response</i> ) of the General Information Document.
5.	<b>FINANCIAL POSITION OF THE COMPANY</b>	
(a)	The capital structure of the company	Please refer to Annexure G (Capital Structure) of the General Information Document.
(b)	size of the present offer;	Please refer to Section 8 ( <i>Issue Details</i> ) of this Key Information Document.
(c)	Paid-up capital: i. after the offer ii. after conversion of convertible instruments (if applicable) iii. share premium account (before and after the offer)	Please refer to Annexure G (Capital Structure) of the General Information Document.
(d)	Details of the existing share capital of the Issuer in a tabular form, indicating therein with regard to each allotment, the date of allotment, the number of shares allotted, the face value of the shares allotted, the price and the form of consideration.	Please refer to Section 6.3 ( <i>Details of the equity share capital for the preceding three financial years and current financial year as on the date of this General Information Document</i> ) of the General Information Document.
(e)	Number and price at which each of the allotments were made in the last one year preceding the date of the private placement offer cum application letter	
(f)	Profits of the company, before and after making provision for tax, for the three Financial Years immediately preceding the date of issue of private placement offer cum application letter	For details of profits of the company, before and after making provision for tax for the financial year ending on 31 March 2022, 31 March 2023 and 31 March 2024: Please refer to <b>Annexure A</b> ( <i>Financial Statements</i> ) of the General Information Document.

(g)	Dividends declared by the company in respect of the said three Financial Years; interest coverage ratio for last three years (Cash profit after tax plus interest paid/interest paid)	Please refer to Section 12 ( <i>Disclosure Prescribed Under Form PAS-4 of Companies (Prospectus and Allotment of Securities)</i> ), <i>Rules, 2014</i> of the GID.
(h)	A summary of the financial position of the company as in the three audited financial statements immediately preceding the date of issue of private placement offer cum application letter	Please refer to section 5 ( <i>Financial Information</i> ) of the General Information Document.
(i)	Audited Cash Flow Statement for the three years immediately preceding the date of issue of private placement offer cum application letter	Please refer to Annexure A ( <i>Financial Statements</i> ) of the General Information Document.
(j)	Any change in accounting policies during the last three years and their effect on the profits and the reserves of the company	Please refer to Section 12 ( <i>Disclosure Prescribed Under Form PAS-4 of Companies (Prospectus and Allotment of Securities)</i> ) of the GID.
	<b>PART – B: APPLICATION FORM</b>	Please refer to Section titled ‘ <i>Application Form</i> ’ of this Key Information Document
	DECLARATION BY THE DIRECTORS	Please refer to the Section titled ‘ <i>Declaration</i> ’ in this Key Information Document.

## 12. PARTICULARS OF THE MATERIAL CONTRACTS

**Material Contracts** – By very nature and volume of its business, the Company is involved in a large number of transactions involving financial obligations and therefore it may not be possible to furnish details of all material contracts and agreements involving financial obligations of the Company. However, the contracts referred to in Para A below (not being contracts entered into in the ordinary course of the business carried on by the Company) which are or may be deemed to be material for this Issue have been entered into by the Company.

### Para A:

- (a) Letter dated April 16, 2026, appointing Vistra ITCL (India) Limited, as trustee for the benefit of the Debenture Holders (“**Debenture Trustee**”).
- (b) Debenture Trustee Appointment Agreement.

### Para B:

- (a) Consent letter from April 13, 2026 for acting as Debenture Trustee for and on behalf of the Debenture Holders.
- (b) Consent letter dated April 13, 2026 provided by the Registrar.
- (c) Due diligence certificate issued by Debenture Trustee dated April 16, 2026.
- (d) Letter from BSE dated April 17, 2026 conveying its in-principal approval for issuance of Debentures.
- (e) Letter from NSE dated April 17, 2026 conveying its in-principal approval for issuance of Debentures.
- (f) Any other document as may be required under the relevant Key Information Document(s).

## 13. DISCLOSURES IN TERMS OF SEBI DEBENTURE TRUSTEE MASTER CIRCULAR

13.1. The Debentures shall be considered as unsecured.

13.2. Terms and conditions of the Debenture Trustee Appointment Agreement

### (a) Fees charged by Debenture Trustee

The Company shall pay to the Debenture Trustees so long as they hold the office of the Debenture Trustee, remuneration for their services as Debenture Trustee in addition to all legal, traveling and other costs, charges and expenses which the Debenture Trustee or their officers,

employees or agents may incur in relation to execution of the Debenture Trust Deed and such any other expenses like advertisement, notices, letters to Debenture Holders, and additional professional fees/expenses that would be incurred in case of default. The remuneration of the Debenture Trustee shall be as per letter no. 7535/DT/ERP/2024-25 dated March 25, 2025 issued by the Debenture Trustee. Arrears of instalments of annual service charges, if any, shall carry interest at the rate as applicable under the Micro, Small and Medium Enterprises Development Act, 2006, as amended from time to time.

(b) **Terms of carrying out due diligence**

- (i) The Debenture Trustee, either through itself or its agents /advisors/consultants, shall carry out requisite diligence to verify the status of encumbrance and valuation of the assets and whether all permissions or consents (if any) (as may be required) as stipulated in the Key Information Document and the Relevant Laws, has been obtained. For the purpose of carrying out the due diligence as required in terms of the Relevant Laws, the Debenture Trustee, either through itself or its agents/advisors/consultants, shall after giving 2 (two) Business Days prior written notice have the power to examine the books of account of the Company and to have the Company's assets inspected by its officers and/or external auditors / valuers / consultants / lawyers / technical experts/management consultants appointed by the Debenture Trustee.
- (ii) The Company shall provide all assistance to the Debenture Trustee to enable verification from the Registrar of Companies, Sub-registrar of Assurances (as applicable), CERSAI, depositories, Information Utility or any other authority, as may be required.
- (iii) Without prejudice to the aforesaid, the Company shall ensure that it provides and procures all information, representations, confirmations and disclosures as may be required in the sole discretion of the Debenture Trustee to carry out the requisite diligence in connection with the issuance and allotment of the Debentures, in accordance with the Applicable Law.
- (iv) The Debenture Trustee shall have the power to either independently appoint or direct the Company to (after consultation with the Debenture Trustee) appoint intermediaries, valuers, chartered accountant firms, practicing company secretaries, consultants, lawyers and other entities in order to assist in the diligence by the Debenture Trustee.

(c) **Other confirmations**

The Debenture Trustee confirms that they have undertaken the necessary due diligence in accordance with Applicable Law including the Debenture Trustees Regulations, read with the SEBI Debenture Trustee Master Circular. The due diligence certificate in this regard is enclosed as **Annexure 7** (*Debenture Trustee Due Diligence Certificate*) of this Key Information Document. [In accordance with the provisions of the relevant security documents and facility documents/debenture documents, the Company has obtained received necessary consents, as applicable from existing creditors of the Company for ceding pari- passu charge in favour of the Debenture Trustee in relation to the NCDs.]

#### **14. AUTHORITY FOR THE ISSUE**

The Issue has been authorized by the Issuer through the resolution(s) passed by the Board of Directors of the Issuer on February 3, 2026. The Issuer confirms that the aggregate borrowing post-Issue would be less than the aggregate of share capital and free reserves of the Issuer.

The Company proposes to Issue the Debentures on the terms set out in this Key Information Document subject to the provisions of the Companies Act, the SEBI NCS Regulations, RBI SBR Master Directions, the Memorandum and Articles of the Issuer, Application Form, and other terms and conditions as may be incorporated in the Issue Documents. This section applies to all applicants. Please note that all applicants are required to make payment of the full application amount along with submission of the Application Form.

## DECLARATION

The Company hereby declares that the Key Information Document contains full disclosure in accordance with SEBI NCS Regulations, RBI SBR Master Directions and the Companies Act.

The Company undertakes and confirms that the Key Information Document does not omit disclosure of any material fact which may make the statements made therein, in the light of the circumstances under which they are made, misleading.

The Company accepts no responsibility for the statements made otherwise than in the Key Information Document or in any other material issued by or at the instance of the Company and that anyone placing reliance on any other source of information would be doing so at his own risk.

Without prejudice to the above, the Company and each of the persons authorised by the Company, attest that:

- (a) The Company is in compliance with the provisions of the Securities Contracts (Regulation) Act, 1956, the Securities and Exchange Board of India Act, 1992, the Companies Act, RBI SBR Master Directions and the rules and regulations made thereunder;
- (b) The compliance with the above acts and the rules and regulations does not imply that payment of dividend or interest or repayment of Debentures-, is guaranteed by the Central Government;
- (c) The monies received under the offer shall be used only for the purposes and objects indicated in the Key Information Document;
- (d) Nothing in the Key Information Document is contrary to the provisions of Companies Act, the Securities Contracts (Regulation) Act, 1956 (42 of 1956), RBI SBR Master Directions and the Securities and Exchange Board of India, 1992 (15 of 1992) and the rules and regulations made thereunder; and
- (e) the clause on “General Risks” has been suitably incorporated in prescribed format in the Key Information Document;
- (f) The contents of the Key Information Document have been perused by the Board of Directors, and the final and ultimate responsibility of the contents mentioned herein shall also lie with the Board of Directors.

We, Mr. Santosh Haldankar (Company Secretary), and Mr. Anirudh Muchhal (Head-Market Borrowings) are authorised by the Board of Directors of the Company vide resolution dated February 3, 2026 to sign the Key Information Document and declare that all the requirements of Companies Act and the rules made thereunder in respect of this subject matter of the Key Information Document and matters incidental thereto have been complied with. Whatever is stated in General Information Document and in the attachments thereto is true, correct and complete and no information material to the subject matter of the Key Information Document has been suppressed or concealed and is as per the original records maintained by the promoter(s) subscribing to the Memorandum and Articles. It is further declared and verified that all the required attachments have been completely, correctly and legibly attached to the Key Information Document.

**For Aditya Birla Capital Limited**

**Signed By:**

**Signed By:**

\_\_\_\_\_  
**Name:** Mr. Santosh  
Haldankar  
**Designation:** Company  
Secretary  
**Date:** April 27, 2026  
**Place:** Mumbai

\_\_\_\_\_  
**Name:** Mr. Anirudh Muchhal  
**Designation:** Head – Market  
Borrowings  
**Date:** April 27, 2026  
**Place:** Mumbai

**APPLICATION FORM**

*(Attached separately)*

**ANNEXURE 1:  
CREDIT RATING LETTERS AND RATING RATIONALE/PRESS RELEASE**

Please refer to Annexure E of the General Information Document.

**ANNEXURE 2:  
IN PRINCIPLE APPROVAL GRANTED BY THE STOCK EXCHANGES**

*(Attached separately)*

**ANNEXURE 3:  
CONSENT OF THE REGISTRAR AND TRANSFER AGENT**

*(Attached separately)*

**ANNEXURE 4:  
CORPORATE AUTHORISATIONS**

Please refer to Annexure C of the General Information Document.

**ANNEXURE 5:  
PRE-ISSUE AND POST ISSUE SHAREHOLDING PATTERN OF THE COMPANY**

Since the Debentures are non-convertible, there is no change in equity shareholding of the Issuer and accordingly, there is no change in the pre-issue and post-issue shareholding pattern of the Issuer as on 31 December 2025.

**ANNEXURE 6:  
CAPITAL  
STRUCTURE**

Please refer to Annexure G of the General Information Document.

**ANNEXURE 7:  
DEBENTURE TRUSTEE DUE DILIGENCE CERTIFICATE**

Please refer to Annexure D of the General Information Document.

**ANNEXURE 8:  
ALL COVENANTS TO THE ISSUE & EVENTS OF DEFAULT**

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