

(This Key Information Document is neither a prospectus nor a statement in lieu of a prospectus)

KEY INFORMATION DOCUMENT



GREAVES FINANCE LIMITED ("Issuer" / "Company")

A public company incorporated under the Companies Act, 1956

Key Information Document for issue of Debentures on a private placement basis  
Dated: September 28, 2026

THIS KEY INFORMATION DOCUMENT IS IN RELATION TO THE ISSUE OF UP TO 5,000 (FIVE THOUSAND) SENIOR, SECURED, RATED, LISTED, FULLY PAID UP, REDEEMABLE, TAXABLE, NON-CONVERTIBLE DEBENTURES EACH HAVING A FACE VALUE OF INR 1,00,000 (INDIAN RUPEES ONE LAKH ONLY) AGGREGATING TO INR 50,00,00,000 (INDIAN RUPEES FIFTY CRORES ONLY) ("DEBENTURES"), FOR CASH, AT PAR, IN DEMATERIALIZED FORM BY WAY OF A PRIVATE PLACEMENT (THE "ISSUE"), BY GREAVES FINANCE LIMITED (THE "COMPANY" OR "ISSUER").

THE ISSUER CONFIRMS THAT THERE IS NO GREEN SHOE OPTION FOR THE PRESENT ISSUE.

OFFER OF DEBENTURES UNDER KEY INFORMATION DOCUMENT

This Key Information Document dated **September 28, 2026** is in addition to the General Information Document with reference number **GFL/2026-27/001** dated **September 22, 2026**

**DISCLOSURES AS PER SEBI NCS REGULATIONS:**

Please see below the disclosures as required under the terms of the SEBI NCS Regulations (as defined below):

| S.no | Particulars                                                                                                                               | Relevant Disclosure                                                                                                                                                                   |
|------|-------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1.   | Corporate Identity Number of the Issuer:                                                                                                  | U29299MH1958PLC011250                                                                                                                                                                 |
| 2.   | Permanent Account Number of the Issuer:                                                                                                   | AAACG5021G                                                                                                                                                                            |
| 3.   | Date and place of Incorporation of the Issuer:                                                                                            | Date of incorporation: December 31, 1958<br>Place of incorporation: Mumbai, India                                                                                                     |
| 4.   | Latest registration / identification number issued by any regulatory authority which regulates the Issuer (in this case the MCA and RBI): | MCA: <b>011250</b> and RBI: <b>13.00422</b>                                                                                                                                           |
| 5.   | Registered Office address of the Issuer:                                                                                                  | Unit Nos. 301 & 302, 3rd floor Tower B, Peninsula Business Park, Ganpatrao Kadam Marg, off Senapati Bapat Marg, Lower Parel, Delisle Road, Mumbai, Mumbai, Maharashtra, India, 400013 |
| 6.   | Corporate Office address of the Issuer:                                                                                                   | 3rd Floor, 315 Work Avenue HSR2, L77, 15th Cross Rd, Sector 6, HSR Layout, Bengaluru, Karnataka 560102                                                                                |
| 7.   | Telephone No. of the Issuer:                                                                                                              | +91 2241711700                                                                                                                                                                        |
| 8.   | Website address of the Issuer:                                                                                                            | www.evfin.co                                                                                                                                                                          |
| 9.   | Email address of the Issuer:                                                                                                              | compliance@evfin.co                                                                                                                                                                   |
| 10.  | Details of Compliance officer of the Issuer:                                                                                              | Name: Mr. Manish Parikh<br>Telephone Number: 98331 97530<br>Email: manish.parikh@evfin.co                                                                                             |

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|     |                                                                                                                                                                                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|-----|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 11. | <b>Details of Company Secretary of the Issuer:</b>                                                                                                                                                     | Name: Mr. Manish Parikh<br>Telephone Number: 98331 97530<br>Email: manish.parikh@evfin.co                                                                                                                                                                                                                                                                                                                                                                           |
| 12. | <b>Details of Chief Financial Officer of the Issuer:</b>                                                                                                                                               | Name: Krishna Sreenivasan<br>Telephone Number: 9841789227<br>Email: krishna.s@evfin.co                                                                                                                                                                                                                                                                                                                                                                              |
| 13. | <b>Details of Promoter of the Issuer:</b>                                                                                                                                                              | Name: Greaves Cotton Limited<br>Telephone Number: +91 2241711700<br>Email: investorservices@greavescotton.com                                                                                                                                                                                                                                                                                                                                                       |
| 14. | <b>Details of debenture trustee for the Issue:</b>                                                                                                                                                     | Name: Vardhman Trusteeship Private Limited<br>Registered Office: Unit No. 412, The Capital, C-70 G Block, Bandra Kurla Complex, Bandra East, Audit Bhavan, Mumbai, Bandra, Maharashtra, India, 400051<br><br><br>Logo:<br>Tel No: +91 022 1264 8335/ 22 4014 0832<br>Email: compliance@vardhmantrustee.com<br>Contact Person: Mr. Yogesh Limbachiya<br>CIN: U65993WB2010PTC152401 |
| 15. | <b>Details of lead manager(s) (applicable in case of public issue):</b>                                                                                                                                | Not applicable as the Debentures under this Key Information Document are being issued on private placement basis.                                                                                                                                                                                                                                                                                                                                                   |
| 16. | <b>Details of statutory auditors of the Issuer:</b>                                                                                                                                                    | Name: M/s. Nayan Parikh & Co<br>Address: Office No. 9, 2nd Floor, Jain Chambers, 557, S.V. Road, Bandra West, Mumbai 400050, India<br><br><br>Logo:<br>Telephone Number: +91 22 26400358<br>Email: narayan@npco.in<br>Contact Person: Mr. K.N. Narayan<br>Peer review no.: 014542                                                                                               |
| 17. | <b>Details of credit rating agency:</b>                                                                                                                                                                | Name: India Ratings & Research Private Limited<br><br><br>Logo:<br>Address: <b>Wockhardt Tower, West Wing, Bandra Kurla Complex, Bandra-East, Mumbai-400051</b><br>Corporate Address: <b>Wockhardt Tower, West Wing, Bandra Kurla Complex, Bandra-East, Mumbai-400051</b><br>Tel No: +91 22 40356138<br>Email: jinay.gala@indiaratings.co.in<br>Contact Person Mr. Jinay Gala    |
| 18. | <b>A disclosure that a copy of the issue document has been delivered for filing to the Registrar of Companies as required under sub-section (4) of Section 26 of Companies Act, 2013 (18 of 2013).</b> | Not applicable as the Debentures under this Key Information Document are being issued on private placement basis under Section 42 of Companies Act, 2013.                                                                                                                                                                                                                                                                                                           |
| 19. | <b>Date of this Key Information Document:</b>                                                                                                                                                          | September 28, 2026                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| 20. | <b>Type of Issue Document:</b>                                                                                                                                                                         | This Key Information Document is being issued in relation to the private placement basis of the Debentures.                                                                                                                                                                                                                                                                                                                                                         |

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|-----|----------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 21. | <b>The nature, number, price and amount of securities offered and issue size (base issue or green shoe), as may be applicable:</b>                       | Issue up to 5000 (five thousand) senior, secured, rated, listed, redeemable, transferable, non-convertible debentures each having a face value of INR 1,00,000 (Indian Rupees One Lakh Only) aggregating to INR 50,00,00,000 (Indian Rupees Fifty Crore Only)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| 22. | <b>Details of Registrar to the Issue:</b>                                                                                                                | <p>Name- Kfin Technologies Limited</p>  <p>Address: Selenium, Tower B, Plot No.: 31 &amp; 32, Gachibowli, Financial District, Nanakramguda, Serilingampally, Hyderabad, Telangana - 500032<br/>Tel No. (040) 6716 2222 / 6716 1511<br/>Email: srinivas.sudheer@kfintech.com<br/>Contact Person: Jagannadh Chakka<br/>SEBI Registration Number: INR000000221<br/>CIN: L72400MH2017PLC444072<br/>Website: www.kfintech.com</p>                                                                                                                                                                                                                                                                                                                                                 |
| 23. | <b>Details of Merchant Banker</b>                                                                                                                        | Not Applicable                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| 24. | <b>Issue Schedule</b>                                                                                                                                    | <p>Issue Opening Date: September 28, 2026<br/>Issue Closing Date: September 28, 2026<br/>Pay in Date: September 29, 2026<br/>Deemed Date of Allotment: September 29, 2026<br/>Date of earliest closing of the Issue (if any): NA</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| 25. | <b>The credit rating (cross reference of press release to be provided) of the Issue along with all the ratings obtained by the Issuer for the Issue:</b> | <p>The Debentures proposed to be issued by the Issuer have been rated by "A-/Stable" by the Rating Agency. The Rating Agency has vide its letter dated August 26, 2026 and rating rationale dated August 26, 2026 reaffirmed the rating of "A-/Stable" (pronounced as "A minus with Stable Outlook") in respect of the Debentures.</p> <p>The above rating is not a recommendation to buy, sell or hold securities and investors should take their own decision. The ratings may be subject to revision or withdrawal at any time by the rating agency and should be evaluated independently of any other ratings.</p> <p>Please refer to Annexure II of this Key Information Document for the letter dated August 26, 2026 from the Rating Agency assigning the credit rating above mentioned and the press release by the Rating Agency in this respect.</p> |
| 26. | <b>The name(s) of the stock exchanges where the securities are proposed to be listed:</b>                                                                | The Debentures are proposed to be listed on the WDM segment of the BSE.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| 27. | <b>The details of eligible investors (applicable in case of private placement):</b>                                                                      | Please refer to Section 8.14 ( <i>Eligible Investors</i> ) below.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| 28. | <b>Coupon/ dividend rate, coupon/ dividend payment frequency, redemption date, redemption amount and details of debenture Trustee</b>                    | <p>Please refer to Section 6 (<i>Summary Terms</i>) of this Key Information Document for the coupon rate, the coupon payment frequency, the redemption date and redemption amount in respect of the Debentures.</p> <p>The details of Debenture Trustee are provided under S. No. 14 above.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| 29. | <b>Details about underwriting of the issue including the amount undertaken to be underwritten by the underwriters:</b>                                   | Not applicable.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |

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| 30.                                                                                                                                         | Inclusion of a compliance clause in relation to electronic book mechanism and details pertaining to the uploading the general information document on the Electronic Book Provider Platform ( <i>applicable in case of private placement</i> ). | Please refer Section 8.9 ( <i>Issue Procedure</i> ) below                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                                             |                                                                                                |                        |    |                         |                                                         |                  |                    |                  |                    |                 |                                                                                                                                       |                                |      |                                  |                |                                   |                                                                                                          |                  |                                                       |
| 31.                                                                                                                                         | Terms in relation to electronic book mechanism and details pertaining to the uploading of the General Information Document on the Electronic Provider Platform.                                                                                 | <p>Please note that the Issuer shall have the option to access EBP Platform for the issuance of the Debentures, depending on the size of such issuance.</p> <p>This Issue, offer and subscription to the Debentures may be made by the Eligible Investors through the electronic book <i>mechanism</i> as prescribed by SEBI and BSE under the EBP Guidelines (as defined below) by placing bids on the EBP Platform during the period of the Issue. The Eligible Investors should also refer to the operational guidelines of the EBP in this respect. The disclosures required pursuant to the EBP Guidelines (as defined below) are set out herein below:</p> <table><tr><td>Details of size of issue and green shoe option, if any Provided that the green shoe portion shall not exceed five times the base issue size</td><td>Total Issue Size: INR 50,00,00,000<br/><br/>Base Issue: INR 50,00,00,000<br/><br/>Green Shoe: N.A.</td></tr><tr><td>Anchor Portion details</td><td>No</td></tr><tr><td>Interest Rate Parameter</td><td>Details are given in Section 6 (<i>Summary Terms</i>)</td></tr><tr><td>Bid opening date</td><td>September 28, 2026</td></tr><tr><td>Bid Closing Date</td><td>September 28, 2026</td></tr><tr><td>Minimum Bid lot</td><td>Minimum 100 (one hundred) Debentures of INR. 1,00,000 (Indian Rupees One Lakh) each and in multiples of 1 (one) Debenture thereafter.</td></tr><tr><td>Manner of bidding in the Issue</td><td>Open</td></tr><tr><td>Manner of allotment in the Issue</td><td>Multiple yield</td></tr><tr><td>Manner of settlement in the Issue</td><td>Pay-in of funds through ICCL and the account details are given in Section 8.9 (<i>Issue Procedure</i>)</td></tr><tr><td>Settlement cycle</td><td>T+1; where T refers to the date of bidding/ issue day</td></tr></table> | Details of size of issue and green shoe option, if any Provided that the green shoe portion shall not exceed five times the base issue size | Total Issue Size: INR 50,00,00,000<br><br>Base Issue: INR 50,00,00,000<br><br>Green Shoe: N.A. | Anchor Portion details | No | Interest Rate Parameter | Details are given in Section 6 ( <i>Summary Terms</i> ) | Bid opening date | September 28, 2026 | Bid Closing Date | September 28, 2026 | Minimum Bid lot | Minimum 100 (one hundred) Debentures of INR. 1,00,000 (Indian Rupees One Lakh) each and in multiples of 1 (one) Debenture thereafter. | Manner of bidding in the Issue | Open | Manner of allotment in the Issue | Multiple yield | Manner of settlement in the Issue | Pay-in of funds through ICCL and the account details are given in Section 8.9 ( <i>Issue Procedure</i> ) | Settlement cycle | T+1; where T refers to the date of bidding/ issue day |
| Details of size of issue and green shoe option, if any Provided that the green shoe portion shall not exceed five times the base issue size | Total Issue Size: INR 50,00,00,000<br><br>Base Issue: INR 50,00,00,000<br><br>Green Shoe: N.A.                                                                                                                                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                             |                                                                                                |                        |    |                         |                                                         |                  |                    |                  |                    |                 |                                                                                                                                       |                                |      |                                  |                |                                   |                                                                                                          |                  |                                                       |
| Anchor Portion details                                                                                                                      | No                                                                                                                                                                                                                                              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                             |                                                                                                |                        |    |                         |                                                         |                  |                    |                  |                    |                 |                                                                                                                                       |                                |      |                                  |                |                                   |                                                                                                          |                  |                                                       |
| Interest Rate Parameter                                                                                                                     | Details are given in Section 6 ( <i>Summary Terms</i> )                                                                                                                                                                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                             |                                                                                                |                        |    |                         |                                                         |                  |                    |                  |                    |                 |                                                                                                                                       |                                |      |                                  |                |                                   |                                                                                                          |                  |                                                       |
| Bid opening date                                                                                                                            | September 28, 2026                                                                                                                                                                                                                              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                             |                                                                                                |                        |    |                         |                                                         |                  |                    |                  |                    |                 |                                                                                                                                       |                                |      |                                  |                |                                   |                                                                                                          |                  |                                                       |
| Bid Closing Date                                                                                                                            | September 28, 2026                                                                                                                                                                                                                              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                             |                                                                                                |                        |    |                         |                                                         |                  |                    |                  |                    |                 |                                                                                                                                       |                                |      |                                  |                |                                   |                                                                                                          |                  |                                                       |
| Minimum Bid lot                                                                                                                             | Minimum 100 (one hundred) Debentures of INR. 1,00,000 (Indian Rupees One Lakh) each and in multiples of 1 (one) Debenture thereafter.                                                                                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                             |                                                                                                |                        |    |                         |                                                         |                  |                    |                  |                    |                 |                                                                                                                                       |                                |      |                                  |                |                                   |                                                                                                          |                  |                                                       |
| Manner of bidding in the Issue                                                                                                              | Open                                                                                                                                                                                                                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                             |                                                                                                |                        |    |                         |                                                         |                  |                    |                  |                    |                 |                                                                                                                                       |                                |      |                                  |                |                                   |                                                                                                          |                  |                                                       |
| Manner of allotment in the Issue                                                                                                            | Multiple yield                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                             |                                                                                                |                        |    |                         |                                                         |                  |                    |                  |                    |                 |                                                                                                                                       |                                |      |                                  |                |                                   |                                                                                                          |                  |                                                       |
| Manner of settlement in the Issue                                                                                                           | Pay-in of funds through ICCL and the account details are given in Section 8.9 ( <i>Issue Procedure</i> )                                                                                                                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                             |                                                                                                |                        |    |                         |                                                         |                  |                    |                  |                    |                 |                                                                                                                                       |                                |      |                                  |                |                                   |                                                                                                          |                  |                                                       |
| Settlement cycle                                                                                                                            | T+1; where T refers to the date of bidding/ issue day                                                                                                                                                                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                             |                                                                                                |                        |    |                         |                                                         |                  |                    |                  |                    |                 |                                                                                                                                       |                                |      |                                  |                |                                   |                                                                                                          |                  |                                                       |
| 32.                                                                                                                                         | Anchor portion and Anchor Investors                                                                                                                                                                                                             | Not Applicable.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                             |                                                                                                |                        |    |                         |                                                         |                  |                    |                  |                    |                 |                                                                                                                                       |                                |      |                                  |                |                                   |                                                                                                          |                  |                                                       |
| 33.                                                                                                                                         | Specific declaration requested by BSE: non-equity regulatory capital                                                                                                                                                                            | This issue of Debentures does not form part of non-equity regulatory capital mentioned under Chapter V of the SEBI ILNCS Regulations.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                                                                                             |                                                                                                |                        |    |                         |                                                         |                  |                    |                  |                    |                 |                                                                                                                                       |                                |      |                                  |                |                                   |                                                                                                          |                  |                                                       |

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### Background

This Key Information Document (hereinafter the “Key Information Document”) is in relation to the Debentures to be issued by Greaves Finance Limited (the “**Issuer**” or “**Company**”) on a private placement basis and contains relevant information and disclosures required for the purpose of issuing of the Debentures. The issue of the Debentures described under this Key Information Document has been authorized by the Issuer through the resolutions passed by the Board of Directors dated June 19, 2026 read with the resolution of the fund raising committee of the Board of Directors dated September 24, 2026 in accordance with the provisions of the Companies Act, 2013 and the Memorandum and Articles of Association of the Issuer. The present issue of the Debentures in terms of this Key Information Document is within the overall powers of the board of directors as per the above shareholder resolution.

### 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 which is material in the context of the Issue, 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 document as a whole or any of such information or the expression of any such opinions or intentions misleading.**

### Issue Schedule

| Particulars              | Date               |
|--------------------------|--------------------|
| Issue Opening Date       | September 28, 2026 |
| Issue Closing Date       | September 28, 2026 |
| Pay In Date              | September 29, 2026 |
| Deemed Date of Allotment | September 29, 2026 |

### DISCLAIMERS

- This Key Information Document contains no unsubstantiated forward-looking statements. To the extent there are any unsubstantiated forward-looking statements under this Key Information Document, such statements shall be considered to be null and void.
- This issue document does not include any statement purporting to be made by an expert other than if the expert is a person who is not, and has not been, engaged or interested in the formation or promotion or management, of the Issuer and has given their written consent to this issue of this Key Information Document and has not withdrawn such consent before the delivery of a copy of this Key Information Document to the Registrar (as applicable) for registration.
- Various disclosures set out in this Key Information Document have been linked to the disclosures set out in the General Information Document. There are no changes to the disclosures which have been linked to the disclosures set out in the General Information Document, and in the case of any conflict/difference between the provisions of the General Information Document and this Key Information Document, the provisions of this Key Information Document shall be applicable to this issuance of Debentures.

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## SECTION 1: DEFINITIONS AND ABBREVIATIONS

Unless the context otherwise indicates or requires, the following terms shall have the meanings given below in this Key Information Document and capitalized terms used but not defined herein shall have the meaning ascribed to them in the Debenture Trust Deed or the Deed of Hypothecation.

| TERM                            | DEFINITION/PARTICULARS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|---------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Act or Companies Act            | means the Companies Act, 2013, and shall include any re-enactment, amendment or modification of the Companies Act, 2013, as in effect from time to time.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| Allot/Allotment/Allotted        | means the allotment of any Debentures pursuant to the Debt Disclosure Documents.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| Applicable Accounting Standards | means the generally accepted accounting principles, standards and practices in India or any other prevailing accounting standard in India as may be applicable and includes the Indian Accounting Standards (IND-AS).                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| Applicable Law                  | means all applicable statutes, enactments or acts of any legislative body in India, laws, ordinances, rules, bye-laws, regulations, notifications, guidelines, policies, directions, directives and orders of any Governmental Authority and any modifications or re-enactments thereof.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| Applicant                       | means, a person who has submitted a completed Application Form to the Issuer, and "Applicants" shall be construed accordingly.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| Application Form                | means, the form used by the recipient of the Key Information Document, to apply for subscription to the Debentures offered pursuant to such Key Information Document, which is in the form annexed to the Key Information Document.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| Application Money               | means, the subscription amounts paid by the Applicant at the time of submitting the Application Form.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| Beneficial Owners               | means, the holders of the Debentures in dematerialised form whose names are recorded as such with the Depository(ies) in the Register of Beneficial Owners, and "Beneficial Owner" shall be construed accordingly.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| Board / Board of Directors      | means the Board of Directors of the Issuer.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| BSE                             | means BSE Limited, a company incorporated under the Companies Act, 1956 and validly existing under the Companies Act, 2013 with CIN as L67120MH2005PLC155188 and having its registered office at 25th floor, P.J. Towers, Dalal Street, Mumbai, Maharashtra, India, 400001.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| Business Day                    | <p>(a) for all purposes other than those mentioned in (b), (c) or (d) below, any day (other than a Saturday, Sunday or a public holiday under Section 25 of the Negotiable Instruments Act, 1881) on which commercial banks are open for business in Mumbai, India;</p> <p>(b) Announcement of issue period: Business Day shall mean all days, excluding Saturdays, Sundays and public holidays, on which commercial banks in Mumbai, India are open for business;</p> <p>(c) The time period between the Issue Closing Date and the listing of the Debentures on the BSE: Business Day shall mean all trading days of the stock exchanges for non-convertible securities, excluding Saturdays, Sundays and bank holidays, as specified by the SEBI; and</p> <p>(d) Determination of Record Date: Business Day shall mean any day when the Depositories are open for general business in their place(s) of business.</p> |
| Cash Collateral                 | has the meaning given to it in the Section 6 (Summary Terms) of this Key Information Document.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| Capital Adequacy Ratio          | <p>means the capital adequacy ratio as defined in the NBFC Directions.</p> <p>For the purpose of calculation of Capital Adequacy Ratio: (A) credit enhancements provided by the Issuer on securitization shall be reduced from Tier 1 Capital and</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |

(This Key Information Document is neither a prospectus nor a statement in lieu of a prospectus)

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|                                                   | Tier 2 Capital without any ceiling. The deduction shall be made on the basis of 50% (fifty percent) from Tier 1 Capital and 50% (fifty percent) from Tier 2 Capital; (B) first/second loss default guarantees provided by the Issuer on co-lending/business correspondent portfolio shall be reduced from the Tier 1 Capital without any ceiling; and (iii) in computing the amount of subordinated debt eligible for inclusion in Tier 2 Capital, the aforementioned subordinated debt shall be subject to discounting as prescribed by RBI.                                                                                                                       |
| CDSL                                              | means the Central Depository Services (India) Limited, a company incorporated under the Companies Act, 1956 and validly existing under the Companies Act, 2013 with CIN as L67120MH1997PLC112443 and having its registered office at Unit No. A-2501, Marathon Futurex, Mafatlal Mills Compound, N.M. Joshi Marg, Lower Parel, Mumbai, Maharashtra, India, 400013.                                                                                                                                                                                                                                                                                                  |
| CERSAI                                            | means the Central Registry of Securitisation Asset Reconstruction and Security Interest of India.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| Co-Lending Portfolio                              | means the portfolio of loans or credit facilities extended to borrowers by the Company under co-lending arrangement(s) with third party lenders.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| Co-Lending Receivables                            | means the Receivables of the Company from the Co-Lending Portfolio.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| Issuer                                            | means Greaves Finance Limited, a public limited company incorporated under the Companies Act, 1956 having corporate identification number U29299MH1958PLC011250 and registered as a non-banking financial company with the RBI, having its registered office Unit Nos. 301 & 302, 3rd floor Tower B, Peninsula Business Park, Ganpatrao Kadam Marg, off Senapati Bapat Marg, Lower Parel, Delisle Road, Mumbai, Maharashtra, India, 400013.                                                                                                                                                                                                                         |
| Conditions Precedent                              | means the conditions precedent set out in Section 6 (Summary Terms) of this Key Information Document.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| Conditions Subsequent                             | means the conditions subsequent set out in Section 6 (Summary Terms) of this Key Information Document.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| Constitutional Documents                          | means the certificate of incorporation of the Issuer, the memorandum of association and articles of association of the Issuer and the certificate of registration issued by the RBI to the Issuer.                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| Debenture Holders                                 | means initially the persons who are the subscribers to the Debentures and for the time being holders of the Debentures and thereafter, each person who is: <ul style="list-style-type: none"> <li>(a) registered as a Beneficial Owner; and</li> <li>(b) registered as a debenture holder in the Register of Debenture Holders.</li> </ul> Sub-Clauses (a) and (b) shall be deemed to include transferees of the Debentures registered with the Company and the Depository(ies) from time to time, and in the event of any inconsistency between sub-Clauses (a) and (b) above, sub-Clause (a) shall prevail, and "Debenture Holder" shall be construed accordingly |
| Debenture Trust Deed/DTD                          | means the debenture trust deed executed / to be executed by and between the Debenture Trustee and the Issuer inter alia setting out the terms upon which the relevant Debentures are being issued and shall include the representations and warranties and the covenants to be provided by the Issuer.                                                                                                                                                                                                                                                                                                                                                              |
| Debenture Trustee                                 | means, Vardhman Trusteeship Private Limited, a company incorporated under the Companies Act, 1956 with CIN U65993WB2010PTC152401, and having its registered address at Unit No. 412, The Capital, C-70 G Block, Bandra Kurla Complex, Bandra East, Audit Bhavan, Mumbai, Bandra, Maharashtra, India, 400051.                                                                                                                                                                                                                                                                                                                                                        |
| Debenture Trustee Agreement                       | means, the debenture trustee agreement executed / to be executed by and between the Debenture Trustee and the Issuer for the purposes of appointment of the Debenture Trustee to act as debenture trustee in connection with the issuance of the relevant Debentures.                                                                                                                                                                                                                                                                                                                                                                                               |
| Debentures                                        | Means 5,000 (five thousand) senior, secured, rated, listed, redeemable, transferable, non-convertible debentures each having a face value of INR 1,00,000 (Indian Rupees One Lakh Only) aggregating to INR 50,00,00,000 (Indian Rupees Fifty Crore Only), issued pursuant to this Key Information Document.                                                                                                                                                                                                                                                                                                                                                         |
| Debt Disclosure Documents or Disclosure Documents | means the General Information Document, together with the Key Information Document and the private placement offer and application letter in respect of the                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |

(This Key Information Document is neither a prospectus nor a statement in lieu of a prospectus)

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|-------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                           | Debentures.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| SEBI NCS Regulations                      | means the Securities and Exchange Board of India (Issue and Listing of Non-Convertible Securities) Regulations, 2021, together with the SEBI Listed NCDs Master Circular, as amended, modified, or restated from time to time.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| Deed of Hypothecation                     | means, the unattested deed of hypothecation executed/to be executed by the Issuer in favour of the Debenture Trustee to secure the Debentures.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| Deemed Date of Allotment                  | September 29, 2026                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| Demat                                     | means dematerialized securities which are securities that are in electronic form, and not in physical form, with the entries noted by the Depository.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| Depositories Act                          | means the Depositories Act, 1996, as amended from time to time                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| Depositories                              | means the depositories with which the Issuer has made arrangements for dematerializing the Debentures, being NSDL and CDSL, and "Depository" means any one of them.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| Depository Participant / DP               | A depository participant as defined under the Depositories Act                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| Director(s)                               | means the director(s) of the Issuer.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| DP ID                                     | means Depository Participant Identification Number.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| DRR                                       | means Debenture Redemption Reserve.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| Due Dates                                 | means, collectively, the dates on which any principal amounts, interest, any additional interest, default interest, any liquidated damages, any premature redemption amount and/or any other amounts payable, are due and payable, including but not limited to the coupon payment dates, the redemption date(s), or any other date on which any payment is to be made by the Issuer under the Transaction Documents.                                                                                                                                                                                                                                                                                                                                     |
| EBP Platform                              | has the meaning given to it under the EBP Requirements.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| EBP Requirements or SEBI EBP Requirements | means the requirements with respect to electronic book mechanism prescribed in Chapter VI (Electronic Book Provider Platform) of the SEBI Listed NCDs Master Circular, and the operational guidelines issued by the relevant electronic book provider, each as amended, modified, supplemented, or restated from time to time.                                                                                                                                                                                                                                                                                                                                                                                                                            |
| Effective Date                            | means the date of execution of the DTD.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| EFT                                       | means Electronic Fund Transfer                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| Electronic Book Provider / EBP            | has the meaning given to it under the EBP Requirements.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| Eligible Investors                        | has the meaning given to it in Section 8.14 (Eligible Investors) of this Key Information Document.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| Eligibility Criteria                      | has the meaning given to it in Section 6 (Summary Terms) of this Key Information Document.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| Events of Default                         | means the events set out in Section 6 (Summary Terms) of this Key Information Document, and "Event of Default" shall be construed accordingly.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| Equity                                    | means, at any time, the aggregate of (a) the paid-up equity share capital of the Issuer; (b) all instruments or securities (including but not limited to compulsorily convertible debentures, compulsorily convertible preference shares, and other mandatorily convertible securities) that are, in accordance with Applicable Law and the terms of their issue, compulsorily and mandatorily convertible into equity shares of the Issuer; and (c) all reserves (including securities premium, capital reserves, and retained earnings), but excluding revaluation reserves, as reflected in the most recent audited financial statements of the Issuer, and as adjusted for any subsequent capitalization or reduction as permitted by Applicable Law. |
| Financial Year/ FY                        | means the financial year of the Issuer used for the purposes of accounting.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| Final Redemption Date                     | means the date occurring on the expiry of a period of 27 (twenty seven) months from the Deemed Date of Allotment, being December 29, 2028, or such other earlier date on which the Debentures are required to be redeemed pursuant to the Transaction Documents.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| Final Settlement Date                     | means the date on which the Secured Obligations have been irrevocably discharged in full and all the Debentures have been redeemed by the Issuer in full in accordance with the terms of the Transaction Documents and the Debenture Holders have provided a written confirmation of the same to the Issuer (with a copy marked to the Debenture Trustee).                                                                                                                                                                                                                                                                                                                                                                                                |
| Financial Guarantee                       | means and include all type of guarantees (excluding First/Second Loss Default Guarantees), having financial implications whether contingent or otherwise                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |

(This Key Information Document is neither a prospectus nor a statement in lieu of a prospectus)

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|                              | (excluding Corporate Guarantees provided by the Promoter to the Issuer)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| Financial Indebtedness       | <p>means any indebtedness for or in respect of:</p> <ul style="list-style-type: none"> <li>(a) moneys borrowed;</li> <li>(b) any amount raised by acceptance under any acceptance credit, bill acceptance or bill endorsement facility or dematerialised equivalent;</li> <li>(c) any amount raised pursuant to any note purchase facility or the issue of bonds, notes, loan stock or any preference shares (excluding any compulsorily convertible preference shares) or any similar instrument,</li> <li>(d) the amount of any liability in respect of any lease or hire purchase contract which would, in accordance with the Applicable Accounting Standards, be treated as a finance or capital lease;</li> <li>(e) receivables sold or discounted (other than any receivables to the extent they are sold on a non-recourse basis) except co-lending transactions undertaken in the ordinary course of business.;</li> <li>(f) any amount raised under any other transaction (including any forward sale or purchase agreement) having the commercial effect of a borrowing except co-lending transactions undertaken in the ordinary course of business;</li> <li>(g) any derivative transaction entered into in connection with protection against or benefit from fluctuation in any rate or price (and, when calculating the value of any derivative transaction, only the mark-to-market value shall be taken into account);</li> <li>(h) shares which are expressed to be redeemable or shares which are the subject of a put option or any form of guarantee;</li> <li>(i) any obligation under any put option in respect of any securities;</li> <li>(j) any counter-indemnity obligation in respect of a guarantee, indemnity, bond, standby or documentary letter of credit or any other instrument issued by a bank or financial institution;</li> <li>(k) any corporate/personal guarantee, a letter of comfort or any other similar contractual comfort issued or incurred in respect of a liability incurred by any other third person, and</li> <li>(l) the amount of any liability in respect of any guarantee or indemnity for any of the items referred to in paragraphs (a) to (k) above.</li> </ul> |
| General Information Document | The general information document bearing reference number NO. GFL/2026-27/001 dated September 22, 2026 issued by the Issuer.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| Governmental Authority       | means any government (central, state or otherwise) or any governmental agency, semi-governmental or judicial or quasi-judicial or administrative entity, department or authority, agency or authority including any stock exchange or any self-regulatory organization, established under any Applicable Law.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| Gross Loan Portfolio         | in respect of the Issuer, means and includes the on balance sheet portfolio including securitization.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| Gross NPA                    | means, in respect of the Issuer, the gross non-performing assets, determined in accordance with the NBFC Directions and any other applicable RBI regulations governing asset classification and provisioning for non-banking financial                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |

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|                           | companies.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| Hypothecated Assets       | has the meaning given to it in the Section 6 (Summary Terms) of this Key Information Document.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| IBC                       | means the Insolvency and Bankruptcy Code, 2016 and the rules and regulations issued in respect thereof, as the same may be amended, modified and supplemented from time to time.                                                                                                                                                                                                                                                                                                                                                                                                                      |
| ICCL                      | means the Indian Clearing Corporation Limited, a company incorporated under the Companies Act, 1956 having corporate identification number U67120MH2007PLC170358, having its registered office at 25th Floor, P.J. Towers Dalal Street, Mumbai, Maharashtra, India – 400001.                                                                                                                                                                                                                                                                                                                          |
| Initial Period            | means a period commencing from the Deemed Date of Allotment ending upon the lapse of 75 (seventy five) calendar days thereof.                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| INR/Rs.                   | means Indian Rupees.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| Interest Rate/Coupon Rate | means, the interest rate/coupon rate set out in Section 6 (Summary Terms) of this Key Information Document.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| ISIN                      | means International Securities Identification Number.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| Issue                     | means the issue of Debentures on a private placement basis.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| Issue Closing Date        | September 28, 2026                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| Issue Opening Date        | September 28, 2026                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| IT Act                    | Income Tax Act, 2025 or any other statutory modification or re-enactment thereof, as applicable.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| Key Information Document  | means this Key Information Document dated September 28, 2026 supplementing the General Information Document which sets out the terms and conditions for the issue and offer of the Debentures by the Issuer on a private placement basis and contains the relevant information in this respect.                                                                                                                                                                                                                                                                                                       |
| Loan                      | means any assistance by way of a rupee loan, lent and advanced by the Company to any Obligor pursuant to a Loan Agreement and "Loans" means the aggregate of all such loans lent and advanced by the Company to the Obligors.                                                                                                                                                                                                                                                                                                                                                                         |
| Loan Agreements           | means, collectively, all agreements (as amended, modified and supplemented from time to time) entered into between the Company and the Obligors setting out the terms and conditions on which the Company has agreed to provide the Loans, and "Loan Agreement" shall be construed accordingly.                                                                                                                                                                                                                                                                                                       |
| Loan Documents            | means, collectively:<br>(a) the Loan Agreements; and<br><br>(b) all agreements, instruments, undertaking, indentures, deeds and writings and other documents (whether financing or security) executed or entered into by the Obligors and the Company in relation, or pertaining to, the transactions contemplated by, or under, the Loan Agreements,<br><br>and "Loan Document" shall be construed accordingly.                                                                                                                                                                                      |
| Receivables               | means all the amounts in respect of any Loans together with all other amounts whatsoever stipulated or payable by the Obligors to the Company under the relevant Loan Documents, including without limitation:<br>(a) repayment of principal;<br><br>(b) overdue interest;<br><br>(c) interest and additional interest;<br><br>(d) carry forward charges;<br><br>(e) prepayment amounts and amounts received on account of termination and/or prepayment including liquidated damages and break costs (if any);<br><br>(f) stamp duty costs, charges, expenses, taxes, duties, levies and imposts and |

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|                                  | <p>overdue charges;</p> <p>(g) (to the extent applicable) the proceeds of any enforcement of Security Interest underlying the Loans; and</p> <p>(h) insurance proceeds.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| SEBI Listed NCDs Master Circular | means the master circular issued by SEBI bearing the reference number SEBI/HO/DDHS/DDHS-PoD/P/CIR/2025/0000000137 dated October 15, 2025 on "Master Circular for issue and listing of Non-convertible Securities, Securitised Debt Instruments, Security Receipts, Municipal Debt Securities and Commercial Paper", as amended, modified, supplemented or restated from time to time.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| Loan                             | means any assistance by way of a rupee loan, lent and advanced by the Issuer to any of its borrowers pursuant to a Loan Agreement and "Loans" means the aggregate of all such loans lent and advanced by the Issuer to its borrowers.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| SEBI LODR Regulations            | means the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015, as amended, modified, supplemented or restated from time to time.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| SEBI LODR Master Circular        | means the master circular issued by SEBI bearing reference number SEBI/HO/DDHS/DDHS-PoD-1/P/CIR/2025/0000000103 dated July 11, 2025, on "Master circular for listing obligations and disclosure requirements for Non-convertible Securities, Securitised Debt Instruments and/or Commercial Paper", as amended, modified or restated from time to time.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| Listing Period                   | has the meaning given to it in Section 6 (Summary Terms) of this Key Information Document.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| Management Control or Control    | <p>means, in respect of the Issuer:</p> <p>(a) the right to appoint majority of the directors; or</p> <p>(b) to control the management or policy decisions exercisable by a person or persons acting individually or in concert, directly or indirectly, by virtue of their shareholding or management rights or shareholders agreements or voting agreements.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| Majority Resolution              | means a resolution approved by the Majority Debenture Holders who are present and voting or if a poll is demanded, by the Majority Debenture Holders who are present and voting in such poll.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| Majority Debenture Holders       | means such number of Debenture Holders collectively holding more than 51% (fifty one percent) of the value of the Outstanding Principal Amounts of the Debentures.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| Material Adverse Effect          | <p>means in relation to any entity, the effect or consequence of an event, circumstance, occurrence or condition, including change in credit rating/outlook/opinion, change in the senior management team, change in the statutory auditor of the Issuer other than required under Applicable Law, change in composition of the board of directors of the Issuer which has caused, as of any date of determination, or change in applicable regulation by any Governmental Authority impacting the current business model of the Issuer or could reasonably be expected to cause a material and adverse effect on:</p> <p>(a) the financial condition, business or operation of the Issuer which in the opinion of the Debenture Holder is prejudicial to the ability of the Issuer to perform its obligations under the Transaction Documents;</p> <p>(b) the rights or remedies of the Debenture Holder hereunder or under any other Transaction Document;</p> <p>(c) any legal or regulatory decision resulting in the debarment/suspension/revocation of the non-banking finance company license /prohibition of further sanctions/disbursal/business activities/ collection of Loans of the Issuer;</p> <p>(d) the ability of the Issuer to perform its obligations under the Transaction</p> |

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|                 | <p>Documents;</p> <p>(e) the legality, validity or enforceability of any of the Transaction Documents; and/or</p> <p>(f) event, occurrence, fact, condition, change, development or effect, pending or threatened litigation, investigation or proceeding, that is or may be materially adverse for the Transaction Security, except for occurrence of acts of force majeure.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| N.A.            | means not applicable                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| NBFC            | Means a non-banking financial company                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| NBFC Directions | <p>means, collectively:</p> <p>(a) master direction bearing reference no DOR.CRE.REC.266/07-01-008/2025-26 dated November 28, 2025 issued by the RBI on "Reserve Bank of India (Non-Banking Financial Companies– Credit Facilities) Directions, 2025";</p> <p>(b) the master direction bearing reference number DOR.MCS.REC.No.281/01-01-039/2025-26 dated November 28, 2025 issued by the RBI on "Reserve Bank of India (Non-Banking Financial Companies – Responsible Business Conduct) Directions, 2025"</p> <p>(c) the master direction issued by the RBI bearing reference number RBI/DOR/2025-26/339 dated November 28, 2025, titled "Reserve Bank of India (Non-Banking Financial Companies – Registration, Exemptions and Framework for Scale Based Regulation) Directions, 2025";</p> <p>(d) the master direction issued by the RBI bearing reference number DOR.STR.REC.No.275/21.04.048/2025-26 dated November 28, 2025, titled "Reserve Bank of India (Non-Banking Financial Companies – Income Recognition, Asset Classification and Provisioning) Directions, 2025", each as amended, modified, supplemented or restated from time to time);</p> <p>(e) the master direction bearing reference number DOR.CAP.REC.264/21-01-002/2025-26 issued by the RBI on "Reserve Bank of India (Non-Banking Financial Companies – Prudential Norms on Capital Adequacy) Directions, 2025" (as may be amended, modified, or restated from time to time);</p> <p>(f) the master direction bearing reference number RBI/DOR/2025-26/361 dated November 28, 2025, issued by the RBI on "Reserve Bank of India (Non-Banking Financial Companies – Know Your Customer) Directions, 2025" (as may be amended, modified, or restated from time to time);</p> <p>(g) the master direction bearing reference number RBI/DOR/2025-26/344 dated November 28, 2025, issued by the RBI on "Reserve Bank of India (Non-Banking Financial Companies – Governance) Directions, 2025" (as may be amended, modified, or restated from time to time);</p> <p>(h) the master direction bearing reference number RBI/DOR/2025-26/373 dated November 28, 2025, issued by the RBI on "Reserve Bank of India (Non-Banking Financial Companies – Miscellaneous) Directions, 2025" (as may be amended, modified, or restated from time to time);</p> |

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|                                        | <p>(i) the master direction bearing reference number RBI/DOR/2025-26/343 dated November 28, 2025, issued by the RBI on "Reserve Bank of India (Non-Banking Financial Companies – Undertaking of Financial Services) Directions, 2025" as amended by the master direction dated December 6, 2025 bearing reference number RBI/DOR/2025-26/138 issued by the RBI on "Reserve Bank of India (Non-Banking Financial Companies – Undertaking of Financial Services) (Amendment) Directions, 2025"; and</p> <p>(j) all other directions and circulars issued by the RBI in relation to the functioning and governance of non-banking financial companies.</p> |
| Net NPA                                | has the meaning given to the term under the NBFC Directions.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| Net Worth                              | means the aggregate value of the paid-up share capital and all reserves created out of profits and securities premium account, after deducting the aggregate amount of accumulated losses, deferred expenditure, and miscellaneous expenditure not written off, as per the latest audited balance sheet of the Issuer, but excluding reserves created out of revaluation of assets, write-back of depreciation, and amalgamation.                                                                                                                                                                                                                       |
| NSDL                                   | means the National Securities Depository Limited, a company incorporated under the Companies Act, 2013 having CIN U74120MH2012PLC230380, and having its registered address at 301, 3rd Floor, Naman Chambers, G Block, Plot No- C-32, Bandra Kurla Complex, Bandra East, Mumbai, Maharashtra, India, 400051                                                                                                                                                                                                                                                                                                                                             |
| Obligors                               | means a person who has availed of a Loan from the Company under the terms and conditions set out in the relevant Loan Documents entered into between such person and the Company, and who is liable to pay the amounts due under such Loan Agreement to the Company, and "Obligors" means all such persons collectively.                                                                                                                                                                                                                                                                                                                                |
| Off-Balance Sheet Portfolio            | means, in relation to the Issuer, the aggregate of its direct assignment /co-lending/business correspondent portfolio/any other portfolio under management.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| Optional Accelerated Redemption Date   | has the meaning given to it in the sub-Section titled "Optional Accelerated Redemption" in Section 6 (Summary Terms) of this Key Information Document.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| Optional Accelerated Redemption Events | has the meaning given to it in the sub-Section titled "Optional Accelerated Redemption" in Section 6 (Summary Terms) of this Key Information Document.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| Optional Accelerated Redemption Option | has the meaning given to it in the sub-Section titled "Optional Accelerated Redemption" in Section 6 (Summary Terms) of this Key Information Document.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| Outstanding Amounts                    | means, on any date, the Outstanding Principal Amounts together with any interest, additional interest, Default Interest, costs, fees, charges, and other amounts payable by the Issuer in respect of the Debentures.                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| Outstanding Principal Amount           | means, at any date, the principal amounts outstanding under the Debentures.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| MFI                                    | means a NBFC - micro-finance institution                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| PAN                                    | means permanent account number                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| PAR 30                                 | means the outstanding principal amount of all Loans that have one or more instalments of principal, interest, penal interest, fees or any other expected payments past due for more than 30 (thirty) calendar days.                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| PAR 90                                 | means the outstanding principal amount of all Loans that have one or more instalments of principal, interest, penal interest, fees or any other expected payments past due more than 90 (ninety) calendar days.                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| PAT                                    | means profit after tax and includes one-time time / exceptional items (profit or loss) in its computation.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| Payment Default                        | has the meaning given to it in Section 6 (Summary Terms) of this Key Information Document.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| Portfolio at Risk                      | means the outstanding principal amount of all Loans that have one or more instalments of principal, interest, penal interest, fees or any other expected payments past due for more than a specified number of days.                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| Potential Event of Default             | means any event or circumstance which, in the sole opinion of the Debenture Trustee, would, with notice, lapse of time, the making of a determination or any combination thereof, become an Event of Default.                                                                                                                                                                                                                                                                                                                                                                                                                                           |

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| Private Placement Offer cum Application Letters/PPOA | means, the private placement offer cum application letters prepared in compliance with Section 42 of the Companies Act, 2013 read with the Companies (Prospectus and Allotment of Securities) Rules, 2014 issued by the Issuer in respect of the Debentures.                                                                                                                                                                     |
| Purpose                                              | has the meaning given to it in Section 6 (Summary Terms) of this Key Information Document.                                                                                                                                                                                                                                                                                                                                       |
| Promoter                                             | means Greaves Cotton Limited, a company incorporated under the Companies Act, 1913 having CIN L99999MH1922PLC000987 and registered office at J-2, MIDC Industrial Area, Chikalthana, Aurangabad, Aurangabad-431210, Maharashtra, India.                                                                                                                                                                                          |
| Promoter Group                                       | has the meaning given to the term under the Companies Act and the SEBI (Issue of Capital and Disclosure Requirements) Regulations, 2018.                                                                                                                                                                                                                                                                                         |
| Promoter Debt                                        | means all existing and future Financial Indebtedness availed by the Issuer from the Promoter.                                                                                                                                                                                                                                                                                                                                    |
| Quarterly Date                                       | means each of March 31, June 30, September 30 and December 31 of a calendar year, and "Quarterly Dates" shall be construed accordingly.                                                                                                                                                                                                                                                                                          |
| Rating                                               | means a credit rating for the Debentures from the Rating Agency, which has affirmed/re-affirmed a rating of "IND A-/Stable" through its letter dated August 26, 2026.                                                                                                                                                                                                                                                            |
| Rating Agency                                        | means India Ratings and Research Private Limited a company incorporated under and validly existing under the Companies Act, 2013 having CIN U67100MH1995FTC140049 and its registered office at Wockhardt Towers, 4th Floor, West Wing, Bandra Kurla Complex, Bandra East, Mumbai - 400051022 40356183.                                                                                                                           |
| RBI                                                  | means the Reserve Bank of India.                                                                                                                                                                                                                                                                                                                                                                                                 |
| Record Date                                          | means the date falling 15 (fifteen) calendar days prior to the Interest Payment Date or the relevant Due Date.                                                                                                                                                                                                                                                                                                                   |
| REF / Recovery Expense Fund                          | means the recovery expense fund established/to be established and maintained by the Issuer in accordance with the provisions of Chapter IV (Recovery Expenses Fund) of the SEBI Debenture Trustees Master Circular read with the Recovery Expense Fund Circular.                                                                                                                                                                 |
| Recovery Expense Fund Circular                       | means the circular issued by SEBI bearing reference number HO/17/11/12(3)2025-DDHS-POD1/I/145/2025 titled "Modifications to Chapter IV of the Master Circular for Debenture Trustee dated August 13, 2025" dated November 25, 2025.                                                                                                                                                                                              |
| Register of Beneficial Owners                        | means the register of beneficial owners of the Debentures maintained in the records of the Depositories.                                                                                                                                                                                                                                                                                                                         |
| Register of Debenture Holders                        | means the register of debenture holders maintained by the Issuer in accordance with Section 88 of the Companies Act.                                                                                                                                                                                                                                                                                                             |
| Registrar/R&T Agent                                  | means the registrar and transfer agent appointed for the issue of Debentures, being KFin Technologies Limited, a company incorporated under the Companies Act, 1956 and validly existing under the Companies Act, 2013 having CIN L72400MH2017PLC444072 and having its registered address at Selenium, Tower B, Plot No.: 31 & 32, Gachibowli, Financial District, Nanakramguda, Serilingampally, Hyderabad, Telangana - 500032. |
| Related Party                                        | has the meaning given to the term under the Companies Act, 2013.                                                                                                                                                                                                                                                                                                                                                                 |
| ROC                                                  | means the jurisdictional registrar of companies.                                                                                                                                                                                                                                                                                                                                                                                 |
| RTGS                                                 | means real time gross settlement.                                                                                                                                                                                                                                                                                                                                                                                                |
| SEBI                                                 | means the Securities and Exchange Board of India constituted under the Securities and Exchange Board of India Act, 1992 (as amended from time to time).                                                                                                                                                                                                                                                                          |
| SEBI Debenture Trustees Master Circular              | means the master circular issued by SEBI bearing reference number SEBI/HO/DDHS-PoD-1/P/CIR/2025/117 dated August 13, 2025 on "Master Circular for Debenture Trustees" to the extent applicable in respect of the private placement of debt securities, as amended, modified, supplemented or restated from time to time.                                                                                                         |
| SEBI Listed Debentures Circulars                     | means, collectively, the SEBI Listed NCDs Master Circular, the SEBI Debenture Trustees Master Circular, and (to the extent applicable) the SEBI LODR Master Circular.                                                                                                                                                                                                                                                            |
| SEBI Listing Timelines                               | means the requirements in respect of the timelines for listing of debt securities                                                                                                                                                                                                                                                                                                                                                |

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| Requirements                     | issued on a private placement basis prescribed in Chapter VII (Standardization of timelines for listing of securities issued on a private placement basis) of the SEBI Listed NCDs Master Circular, read with, to the extent applicable, the SEBI EBP Requirements.                                                                                                                                                                                                                                                                                     |
| SEBI EBP Requirements            | means the requirements with respect to electronic book mechanism prescribed in Chapter VI (Electronic Book Provider platform) of the SEBI Listed NCDs Master Circular, and the operational guidelines issued by the relevant electronic book provider, as amended, modified, supplemented or restated from time to time.                                                                                                                                                                                                                                |
| SEBI Merchant Banker Regulations | means the Securities and Exchange Board of India (Merchant Bankers) Regulations, 1992, as amended from time to time.                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| Security                         | shall mean the security for the Debentures being a first ranking, exclusive and continuing charge created by the Issuer by way of hypothecation over the Hypothecated Assets of the Issuer, as more particularly set out in detail in Section 6 (Summary Terms) of this Key Information Document.                                                                                                                                                                                                                                                       |
| Security Cover                   | has the meaning given to it in the Section 6 (Summary Terms) of this Key Information Document.                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| Security Interest                | means any hypothecation, charge, assignment, lien of any kind, and any interest in the nature of security or undertaking including any preferential arrangement, including without limitation, any agreement to give the same effect as any of the foregoing, any conditional sale or other title retention agreement in relation to any asset or any lease in the nature thereof and any designation of loss payees or beneficiaries or any similar arrangement under any insurance policies.                                                          |
| Secured Obligations              | means all present and future obligations (whether actual or contingent and whether owed jointly or severally or in any capacity whatsoever) of the Issuer to the Debenture Holders or the Debenture Trustee under the Transaction Documents, including without limitation, the making of payment of any interest/ interest accrued thereon, redemption of principal amounts, the default interest, additional interest, liquidated damages and all fees, costs, charges, expenses and other amounts payable by the Issuer in respect of the Debentures. |
| Hypothecated Assets              | has the meaning given to it in the Section 6 (Summary Terms) of this Key Information Document.                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| Step Up Coupon Rate              | has the meaning given to it in the Section 6 (Summary Terms) of this Key Information Document.                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| Tangible Net Worth               | means the Equity, as reduced by the intangible assets, goodwill, deferred tax assets, revaluation reserve, miscellaneous expenses, investment in security receipts and any credit enhancement provided by the Issuer on its managed asset book.                                                                                                                                                                                                                                                                                                         |
| Terms & Conditions               | The terms and conditions pertaining to the Issue as outlined in the Transaction Documents.                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| Tier 1 Capital                   | has the meaning given to the term under the NBFC Directions.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| Tier 2 Capital                   | has the meaning given to the term under the NBFC Directions.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| Total Debt                       | means and includes, the aggregate of all long-term borrowings (including ineligible portion of subordinated debt in form of Tier 2 Capital including current maturities), all short-term borrowing, Financial Guarantees provided (if any) and letters of comfort/shortfall undertakings provided by the Issuer (if any).                                                                                                                                                                                                                               |
| Total Loan Portfolio             | means the aggregate of the Off-Balance Sheet Portfolio and the Gross Loan Portfolio.                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| Transaction Documents            | means, the transaction documents executed for the relevant issuance of Debentures (including without limitation, the Debenture Trust Deed, the Debenture Trustee Agreement, the Debt Disclosure Documents, and any other document that may be designated as a Transaction Document by the Debenture Trustee), and "Transaction Document" means any of them.                                                                                                                                                                                             |
| WDM                              | means wholesale debt market.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| Wilful Defaulter                 | means an Issuer who is categorized as a wilful defaulter by any Bank or financial institution or consortium thereof, in accordance with the guidelines on wilful defaulters issued by the Reserve Bank of India and includes an issuer whose director or promoter is categorized as such.                                                                                                                                                                                                                                                               |

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## SECTION 2: NOTICE TO INVESTORS AND DISCLAIMERS

Please refer to Section 2 (*Notice to Investors and Disclaimers*) of the General Information Document for the undertakings of the Issuer in respect of the issuance of Debentures.

### ISSUER'S DISCLAIMER

This Key Information Document or PPOA for the relevant issuance of Debentures is neither a prospectus nor a statement in lieu of a prospectus and should not be construed to be a prospectus or a statement in lieu of a prospectus under the Companies Act. This Key Information Document or PPOA for the relevant issuance of Debentures is not an offer or invitation under Section 42 of the Companies Act 2013. An offer will be made to identified Eligible Investors acceptable to the Issuer pursuant to a serially numbered and specifically addressed Debt Disclosure Document(s).

The issue of the Debentures to be listed on the WDM segment of the BSE is being made strictly on a private placement basis. Multiple copies hereof given to the same entity shall be deemed to be given to the same person and shall be treated as such. This Key Information Document or PPOA for the relevant issuance of Debentures does not constitute and shall not be deemed to constitute an offer or invitation to subscribe to the Debentures to the public in general.

As per the applicable provisions, it is not necessary for a copy of this Key Information Document or PPOA for the relevant issuance of Debentures to be filed or submitted to the SEBI for its review and/or approval. This Key Information Document or PPOA for the relevant issuance of Debentures has been prepared in conformity with the SEBI NCS Regulations as amended from time to time and applicable RBI regulations governing private placements of debentures by NBFCs. This Key Information Document or PPOA for the relevant issuance of Debentures has been prepared solely to provide general information about the Issuer to Eligible Investors to whom it is addressed and who are willing and eligible to subscribe to the Debentures. This Key Information Document or PPOA for the relevant issuance of Debentures does not purport to contain all the information that any Eligible Investor may require. Further, this Key Information Document or PPOA for the relevant issuance of Debentures has been prepared for informational purposes relating to this transaction only and upon the express understanding that it will be used only for the purposes set forth herein.

Neither this Key Information Document or PPOA for the relevant issuance of Debentures nor any other information supplied in connection with the Debentures is intended to provide the basis of any credit or other evaluation and any recipient of this Key Information Document or PPOA for the relevant issuance of Debentures should not consider such receipt as a recommendation to subscribe to any Debentures. Each potential Investor contemplating subscription to any Debentures should make its own independent investigation of the financial condition and affairs of the Issuer, and its own appraisal of the creditworthiness of the Issuer. Potential investors should consult their own financial, legal, tax and other professional advisors as to the risks and investment considerations arising from an investment in the Debentures and should possess the appropriate resources to analyze such investment and the suitability of such investment to such potential Investor's particular circumstances.

The Issuer confirms that, as of the date hereof, this Key Information Document or PPOA for the relevant issuance of Debentures (including the documents incorporated by reference herein, if any) contains all the information that is material in the context of the Issue and regulatory requirements in relation to the Issue and is accurate in all such material respects. No person has been authorized to give any information or to make any representation not contained or incorporated by reference in this Key Information Document or PPOA for the relevant issuance of Debentures or in any material made available by the Issuer to any potential Investor pursuant hereto and, if given or made, such information or representation must not be relied upon as having being authorized by the Issuer. The Issuer certifies that the disclosures made in this Key Information Document/ General Information Document and/or the Private Placement Offer cum Application Letters are adequate and in conformity with the SEBI NCS Regulations and the Companies (Prospectus and Allotment of Securities) Rules, 2014. Further, the Issuer accepts no responsibility for statements made otherwise than in the Key Information Document/ General Information Document or any other material issued by or at the instance of the Issuer and anyone placing reliance on any source of information other than this Key Information Document/ General

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Information Document would be doing so at its own risk.

**This Key Information Document or PPOA for the relevant issuance of Debentures and the respective contents hereof respectively, are restricted only for the intended recipient(s) who have been addressed directly and specifically through a communication by the Issuer and only such recipients are eligible to apply for the Debentures. All Investors are required to comply with the relevant regulations/guidelines applicable to them for investing in this Issue. The contents of this Key Information Document or PPOA for the relevant issuance of 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 by the recipient.**

No invitation is being made to any persons other than those to whom Application Forms along with this Key Information Document or PPOA for the relevant issuance of Debentures being issued have been sent. Any application by a person to whom the Key Information Document or PPOA for the relevant issuance of Debentures have not been sent by the Issuer shall be rejected without assigning any reason.

The person who is in receipt of this Key Information Document or PPOA for the relevant issuance of Debentures shall not reproduce or distribute in whole or in part or make any announcement in public or to a third party regarding the contents hereof without the consent of the Issuer. The recipient agrees to keep confidential all information provided (or made available hereafter), including, without limitation, the existence and terms of the Issue, any specific pricing information related to the Issue or the amount or terms of any fees payable to us or other parties in connection with the Issue. This Key Information Document or PPOA for the relevant issuance of Debentures may not be photocopied, reproduced, or distributed to others at any time without the prior written consent of the Issuer. Upon request, the recipients will promptly return all material received from the Issuer (including this Key Information Document or PPOA for the relevant issuance of Debentures without retaining any copies hereof. If any recipient of this Key Information Document or PPOA for the relevant issuance of Debentures decide not to participate in the Issue, that recipient must promptly return this Key Information Document or PPOA for the relevant issuance of Debentures and all reproductions whether in whole or in part and any other information statement, notice, opinion, memorandum, expression or forecast made or supplied at any time in relation thereto or received in connection with the Issue to the Issuer.

The Issuer does not undertake to update the Key Information Document or PPOA for the relevant issuance of Debentures to reflect subsequent events after the date of Key Information Document or PPOA for the relevant issuance of Debentures and thus it should not be relied upon with respect to such subsequent events without first confirming its accuracy with the Issuer.

Neither the delivery of this Key Information Document or PPOA for the relevant issuance of Debentures nor any sale of Debentures made hereafter shall, under any circumstances, constitute a representation or create any implication that there has been no change in the affairs of the Issuer since the date hereof.

This Key Information Document or PPOA for the relevant issuance of Debentures do not constitute, nor may it be used for or in connection with, an offer or solicitation by anyone in any jurisdiction in which such offer or solicitation is not authorized or to any person to whom it is unlawful to make such an offer or solicitation. No action is being taken to permit an offering of the Debentures or the distribution of this Key Information Document or PPOA for the relevant issuance of Debentures in any jurisdiction where such action is required. Persons into whose possession this Key Information Document or PPOA for the relevant issuance of Debentures come are required to inform themselves of, and to observe, any such restrictions. The Key Information Document or PPOA for the relevant issuance of Debentures is made available to potential Investors in the Issue on the strict understanding that it is confidential.

**THE ISSUER ACCEPTS NO RESPONSIBILITY FOR STATEMENTS MADE OTHERWISE THAN IN THE DEBT DISCLOSURE DOCUMENT/KEY INFORMATION DOCUMENT/ GENERAL INFORMATION DOCUMENT OR IN THE ADVERTISEMENT OR ANY OTHER MATERIAL ISSUED BY OR AT THE INSTANCE OF THE ISSUER AND THAT ANYONE PLACING RELIANCE ON ANY OTHER SOURCE OF INFORMATION WOULD BE DOING SO AT THEIR OWN RISK.**

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## **2.1 DISCLAIMER CLAUSE BY STOCK EXCHANGES**

As required, a copy of this Key Information Document has been filed with the BSE in terms of the SEBI NCS Regulations. It is to be distinctly understood that submission of this Key Information Document to the BSE should not in any way be deemed or construed to mean that this Key Information Document has been reviewed, cleared, or approved by the BSE; nor does the BSE in any manner warrant, certify or endorse the correctness or completeness of any of the contents of this Key Information Document, nor does the BSE warrant that the Issuer's Debentures will be listed or will continue to be listed on the BSE; nor does the BSE take any responsibility for the soundness of the financial and other conditions of the Issuer, its promoters, its management or any scheme or project of the Issuer.

## **2.2 DISCLAIMER CLAUSE BY RBI**

The Issuer is having a valid certificate of registration issued by the Reserve Bank of India under Section 45 IA of the Reserve Bank of India Act, 1934. However, the RBI does not accept any responsibility or guarantee about the present position as to the financial soundness of the Issuer or for the correctness of any of the statements or representations made or opinions expressed by the Issuer and for repayment of deposits/ discharge of liability by the Issuer.

## **2.3 DISCLAIMER CLAUSE BY SEBI**

As per the provisions of the SEBI NCS Regulations, it is not stipulated that a copy of this Key Information Document has to be filed with or submitted to the SEBI for its review / approval.

IT IS TO BE DISTINCTLY UNDERSTOOD THAT FILING OF THE ISSUE DOCUMENT/ KEY INFORMATION DOCUMENT/ GENERAL INFORMATION DOCUMENT TO THE SECURITIES AND EXCHANGE BOARD OF INDIA (SEBI) (IF ANY) SHOULD NOT IN ANY WAY BE DEEMED OR CONSTRUED TO MEAN THAT THE SAME HAS BEEN CLEARED OR APPROVED BY SEBI. SEBI DOES NOT TAKE ANY RESPONSIBILITY EITHER FOR THE FINANCIAL SOUNDNESS OF ANY SCHEME OR THE PROJECT FOR WHICH THE ISSUE IS PROPOSED TO BE MADE OR FOR THE CORRECTNESS OF THE STATEMENTS MADE OR OPINIONS EXPRESSED IN THE ISSUE DOCUMENT/ KEY INFORMATION DOCUMENT/ GENERAL INFORMATION DOCUMENT. THE LEAD MANAGER(S) (IF ANY), HAS CERTIFIED THAT THE DISCLOSURES MADE IN THE ISSUE DOCUMENT/ KEY INFORMATION DOCUMENT/ GENERAL INFORMATION DOCUMENT ARE GENERALLY ADEQUATE AND ARE IN CONFORMITY WITH THE REGULATIONS. THIS REQUIREMENT IS TO FACILITATE INVESTORS TO TAKE AN INFORMED DECISION FOR MAKING INVESTMENT IN THE PROPOSED ISSUE.

## **2.4 DISCLAIMER IN RESPECT OF JURISDICTION**

This Issue is made in India to investors as specified under the paragraph titled "Eligible Investors" of this Key Information Document or PPOA for the issuance of Debentures, who shall be/have been identified upfront by the Issuer. This Key Information Document and/or the Private Placement Offer cum Application Letters do not constitute an offer to sell or an invitation to subscribe to Debentures offered hereby to any person to whom it is not specifically addressed. Any disputes arising out of this Issue will be subject to the exclusive jurisdiction of the courts and tribunals at Mumbai, India. This Key Information Document or PPOA for the relevant issuance of Debentures do not constitute an offer to sell or an invitation to subscribe to the Debentures herein, in any other jurisdiction to any person to whom it is unlawful to make an offer or invitation in such jurisdiction.

## **2.5 DISCLAIMER IN RESPECT OF RATING AGENCIES**

The Rating Agency relies on information obtained from multiple sources and there may be instances where the information is not accurate/incomplete, despite efforts been taken to verify the same. Ultimately, the issuer /its advisers are responsible for the accuracy of the information they provide to the Rating Agency and to the market in offering documents and other reports. In issuing its rating, the Rating Agency relies on the work of experts, including independent auditors with respect to financial statements and attorneys with respect to legal and tax matters. Further, ratings are inherently forward-looking and embody assumptions and predictions

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about future events that by their nature cannot be verified as facts. As a result, despite any verification of current facts, ratings can be affected by future events or conditions that may not have been anticipated at the time a rating was issued or affirmed.

It needs to be noted that ratings are not a recommendation or suggestion, directly or indirectly, to you or any other person, to buy, sell, make or hold any investment, loan or security or to undertake any investment strategy with respect to any investment, loan or security of any issuer. Credit Ratings do not comment on the adequacy of market price, the suitability of any investment, loan or security for a particular investor (including without limitation, any accounting and/or regulatory treatment), or the tax-exempt nature or taxability of payments made in respect of any investment, loan or security. The Rating Agency shall neither construed to be nor acting under the capacity or nature of an 'expert' as defined under Section 2(38) of the Companies Act, 2013. The Rating Agency does not provide any financial, legal, auditing, accounting, appraisal, valuation or actuarial services in any manner. A rating should not be viewed as a replacement for such advice or services. Investors may find our ratings to be important information, and India Ratings notes that you are responsible for communicating the contents of this letter, and any changes with respect to the rating, to investors.

## **2.6 ISSUE OF DEBENTURES IN DEMATERIALISED FORM**

The Debentures will be issued in dematerialised form. The Issuer has made arrangements with the Depositories for the issue of the Debentures in dematerialised form. Investors will have to hold the Debentures in dematerialised form as per the provisions of Depositories Act. The Issuer shall take necessary steps to credit the Debentures allotted to the beneficiary account maintained by the Investor with its depository participant. The Issuer will make the Allotment to the Investors on the Deemed Date of Allotment after verification of the Application Form, the accompanying documents and on realisation of the application money.

## **2.7 DISCLAIMER IN RESPECT OF DEBENTURE TRUSTEE**

The Debenture Trustee, "ipso facto" does not have the obligations of a borrower or a principal debtor or a guarantor as to the monies paid/invested by investors for the Debentures. The Debenture Trustee does not make nor deems to have made any representation on the Issuer, its operations, the details and projections about the Issuer or the Debentures under offer made in this Key Information Document. Investors are advised to read carefully the Disclosure Documents and make their own enquiry, carry out due diligence and analysis about the Issuer, its performance and profitability and details in the Key Information Document before taking their investment decision. The Debenture Trustee shall not be responsible for the investment decision and its consequences.

## **2.8 DISCLAIMER IN RESPECT OF ARRANGER (IF APPLICABLE)**

The only role of the Arranger with respect to the Debentures is confined to arranging placement of the Debentures on the basis of this Key Information Document as prepared by the Issuer. Without limiting the foregoing, the Arranger is not acting, and has not been engaged to act, as an underwriter, merchant banker or other intermediary with respect to the Debentures. The Issuer is solely responsible for the truth, accuracy and completeness of all the information provided in this Key Information Document, the General Information Document (and any PPOA for the relevant issuance of Debentures). Neither is the Arranger responsible for preparing, clearing, approving, scrutinizing or vetting this Key Information Document, the General Information Document (and any relevant PPOA for the relevant issuance of Debentures), nor is the Arranger responsible for doing any due diligence for verification of the truth, correctness or completeness of the contents of this Key Information Document, the General Information Document (and any PPOA for the relevant issuance of Debentures). The Arranger shall be entitled to rely on the truth, correctness and completeness of this Key Information Document, the General Information Document (and any PPOA for the relevant issuance of Debentures). It is to be distinctly understood that the aforesaid use of this Key Information Document, the General Information Document (and any PPOA for the relevant issuance of Debentures) by the Arranger should not in any way be deemed or construed to mean that this Key Information Document, the General Information Document (and any PPOA for the relevant issuance of Debentures) has been prepared, cleared, approved, scrutinized or vetted by the Arranger. Nor should the contents of this Key Information Document, the General Information Document (and any PPOA for the relevant issuance of Debentures) in any manner be deemed to

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have been warranted, certified or endorsed by the Arranger as to the truth, correctness or completeness thereof. Each recipient must satisfy itself as to the accuracy, reliability, adequacy, reasonableness or completeness of this Key Information Document, the General Information Document (and any PPOA for the relevant issuance of Debentures).

The Arranger has not conducted any due diligence review on behalf or for the benefit of the Debenture Trustee or any of the Debenture Holders. Each of the Debenture Holders should conduct such due diligence on the Issuer and the Debentures as it deems appropriate and make its own independent assessment thereof.

Distribution of this Key Information Document, the General Information Document (and any PPOA for the relevant issuance of Debentures) does not constitute a representation or warranty, express or implied by the Arranger that the information and opinions herein will be updated at any time after the date of this Key Information Document, the General Information Document (and any PPOA for the relevant issuance of Debentures). The Arranger does not undertake to notify any recipient of any information coming to the attention of the Arranger after the date of this Key Information Document, the General Information Document (and any PPOA for the relevant issuance of Debentures). No responsibility or liability or duty of care is or will be accepted by the Arranger for updating or supplementing this Key Information Document, the General Information Document (and any PPOA for the relevant issuance of Debentures) nor for providing access to any additional information as further information becomes available.

Neither the Arranger nor any of their respective directors, employees, officers or agents shall be liable for any direct, indirect or consequential loss or damage suffered by any person as a result of relying on any statement in or omission from this Key Information Document, the General Information Document (and any PPOA for the relevant issuance of Debentures) or in any other information or communications made in connection with the Debentures.

The Arranger is acting for the Issuer in relation to the Issue of the Debentures and not on behalf of the recipients of this Key Information Document, the General Information Document (and any PPOA for the relevant issuance of Debentures). The receipt of this Key Information Document, the General Information Document (and any PPOA for the relevant issuance of Debentures) by any recipient is not to be constituted as the giving of investment advice by the Arranger to that recipient, nor to constitute such a recipient a customer of the Arranger. The Arranger is not responsible to any other person for providing the protection afforded to the customers of the Arranger nor for providing advice in relation to the Debentures.

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### SECTION 3: RISK FACTORS

Please refer to Section 4 (*Risk Factors*) of the General Information Document for the risk factors in respect of the issuance of the Debentures. In addition to the risk factors set out in the General Information Document, please find below the risk factors applicable for this Issue.

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 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.

Please refer to Section 4 (*Risk Factors*) of the General Information Document for the risk factors in respect of the issuance of Debentures.

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#### **SECTION 4: FINANCIAL STATEMENTS**

The limited review unaudited financial statements of the Issuer for the quarter ended June 30, 2026 and the audited financial statements of the Issuer for the year ended March 31, 2026, March 31, 2025 and March 31, 2024 are set out in **Annexure I** hereto.

## SECTION 5: REGULATORY DISCLOSURES

This Key Information Document is prepared in accordance with the provisions of SEBI NCS Regulations and in this Section 5 (*Regulatory Disclosures*), the Issuer has set out the details required as per Regulation 44 and Schedule I of the SEBI NCS Regulations.

**5.1 The Issuer shall file the following documents along with the listing application to the stock exchange and with the Debenture Trustee.**

Along with this Key Information Document and the corporate authorizations for this issuance of the Debentures, the documents set out in Section 6.1 of the General Information Document have been / shall be submitted along with the listing application to the BSE and with the Debenture Trustee.

**5.2 The following documents have been / shall be submitted to BSE at the time of filing the draft of this Key Information Document:**

Due diligence certificates from the Debenture Trustee as per the format specified in the SEBI Debenture Trustees Master Circular and in the format as specified in the SEBI NCS Regulations.

**5.3 Details of Promoter of the Issuer:**

**(a) Profile of all the Promoter of the Issuer:**

Please refer to Section 3 (*Details of the Promoters of the Issuer*) of the General Information Document.

**(b) Declaration pursuant to paragraph 3.3.2(b) of Schedule I of the SEBI NCS Regulations:**

| Declaration                                                                                                                                                                                                                                                                                                             |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| The Issuer confirms that the PAN, Aadhaar number, driving license number, bank account number(s), passport number and personal addresses of the Promoters and PAN of directors have been submitted to the BSE where the non-convertible securities are proposed to be listed, at the time of filing the issue document. |

**5.4 Details of credit rating, along with the latest press release of the Credit Rating Agency in relation to the issue, and a declaration that the rating is valid as on the date of issuance and listing. Such press release shall not be older than one year from the date of opening of the issue.**

The Rating Agency has assigned a rating of "A-/Stable" (pronounced as "A minus with Stable Outlook) rating to these Debentures by a letter dated August 26, 2026. Instruments with this rating are considered to have adequate degree of safety regarding timely servicing of financial obligations. Such instruments carry very low credit risk

The rating letter as released by the Rating Agency is enclosed as **ANNEXURE II: Rating Letter, Rating Rational and Detailed Press Release from Rating Agency.**

The Issuer hereby declares that the rating is and shall be valid as on the date of issuance and shall remain valid as on the date of listing of Debentures.

**5.5 Name(s) of the stock exchange(s) where the non-convertible securities are proposed to be listed and the details of in-principle approval for listing obtained from these stock exchange(s).**

The Debentures are proposed to be listed on the WDM segment of the BSE. The Issuer shall comply

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with the requirements of the listing agreement for debt securities to the extent applicable to it on a continuous basis.

The Issuer has obtained the in-principle approval for the listing of the Debentures from BSE and the same is annexed in **Annexure VIII** hereto. The Issuer shall also be creating the recovery expense fund as per the applicable SEBI regulations with BSE.

**5.6 If non-convertible securities are proposed to be listed on more than one stock exchange(s) then the issuer shall specify the designated stock exchange for the issue. The issuer shall specify the stock exchange where the recovery expense fund is being/has been created as specified by the Board:**

The Debentures are proposed to be listed only on BSE Limited (Designated Stock Exchange). Therefore, this disclosure is not applicable. REF is maintained with Designated Stock Exchange

**5.7 Issue Schedule:**

| Particulars              | Date               |
|--------------------------|--------------------|
| Issue Opening Date       | September 28, 2026 |
| Issue Closing Date       | September 28, 2026 |
| Pay In Date              | September 29, 2026 |
| Deemed Date of Allotment | September 29, 2026 |

**5.8 Name, logo, addresses, website URL, email address, telephone number and contact person of specific entities in relation to the Issue:**

| S.no | Particulars                                    | Details                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|------|------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1.   | Legal Counsel (if any)                         | N.A. – the Issuer is being advised by its in-house counsel.                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| 2.   | Merchant Banker and Co-managers to the issues. | Not Applicable                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| 3.   | Credit Rating Agency                           | <p>Name: <b>India Ratings &amp; Research Private Limited</b></p> <p>Logo:</p>  <p>Address: <b>Wockhardt Tower, West Wing, Bandra Kurla Complex, Bandra-East, Mumbai-400051</b><br/>Corporate Address: <b>Wockhardt Tower, West Wing, Bandra Kurla Complex, Bandra-East, Mumbai-400051</b><br/>Tel No: <b>+91 22 40356138</b><br/>Email: <b>jinay.gala@indiaratings.co.in</b><br/>Contact Person Mr. Jinay Gala</p> |
| 4.   | Auditors                                       | <p>Name: M/s. Nayan Parikh &amp; Co</p> <p>Logo:</p>  <p>Address: Office No. 9, 2nd Floor, Jain Chambers, 557, S.V. Road, Bandra West, Mumbai 400050, India<br/>Website: NA<br/>Email: <b>narayan@npco.in</b><br/>Telephone Number: <b>+91 22 26400358</b></p>                                                                                                                                                     |

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|    |                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|----|------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|    |                        | Contact Person: Mr. K.N. Narayan<br>Peer Review No. 014542                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| 5. | Registrar to the Issue | Name: KFin Technologies Limited<br>Logo: <br>Address: Selenium, Tower B, Plot No.: 31 & 32, Gachibowli, Financial District, Nanakramguda, Serilingampally, Hyderabad, Telangana - 500032<br>Tel No. (040) 6716 2222 / 6716 1511<br>Email: srinivas.sudheer@kfintech.com<br>Contact Person: Jagannadh Chakka<br>SEBI Registration Number: INR000000221<br>CIN: L72400MH2017PLC444072<br>Website: www.kfintech.com |
| 6. | Debenture Trustee      | Vardhman Trusteeship Private Limited<br><br>Address: The Capital, A Wing, 412A, Bandra Kurla Complex, Bandra East, Mumbai- 400051.<br>Tel No: +91 022 1264 8335/ 22 4014 0832<br>Email: compliance@vardhmantrustee.com<br>Contact Person: Yogesh Limbachiya<br>CIN: U65993WB2010PTC152401                                                                                                                        |
| 7. | Guarantor, if any      | Not Applicable                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| 8. | Arrangers, if any      | Not Applicable                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| 9. | Valuation Agency       | Not Applicable                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |

## 5.9 About the Issuer:

### (a) Overview and a brief summary of the business activities of the Issuer

Please refer to Section 6.7(a) (*Regulatory Disclosures*) of the General Information Document for overview and a brief summary of the business activities of the Issuer.

### (b) Structure of the group:

Please refer to Section 6.7(b) (*Regulatory Disclosures*) of the General Information Document.

### (c) A brief summary of the business activities of the subsidiaries of the Issuer

Please refer to Section 6.7(c) (*Regulatory Disclosures*) of the General Information Document.

### (d) Details of branches or units where the Issuer carries on its business activities, if any may be provided in the form of a static Quick Response (QR) code and web link

If the issuer provides the details of branches or units in the form of a static QR code and web link, the details of the said branches or units shall be provided to the debenture trustee as well

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**and kept available for inspection as specified in clause (9) (g) of paragraph XXXIV of this Schedule.**

**A checklist item in the 'Security and Covenant Monitoring System' shall also be included for providing information about branches or units of the issuer to the debenture trustee and confirmation of the same by the debenture trustee:**

**Static QR Code: Not Applicable**

Please refer to Section 6.7(d) (*Regulatory Disclosures*) of the General Information Document.

- (e) **Use of proceeds (in the order of priority for which the said proceeds will be utilized): (i) purpose of the placement; (ii) break-up of the cost of the project for which the money is being raised; (iii) means of financing for the project; (iv) proposed deployment status of the proceeds at each stage of the project**

The proceeds raised from the issue of the Debentures are not being utilised for funding of any projects. Please refer Section 6 (*Summary Terms*) below for the Purpose.

**5.10 Expenses of the Issue: Expenses of the issue along with a break up for each item of expense, including details of the fees payable to separately as under (in terms of amount, as a percentage of total issue expenses and as a percentage of total issue size), as applicable.**

(Rs.)

| S. No. | Particulars                                                                                                                | Amount    | % of total Issue expenses | % of total Issue size |
|--------|----------------------------------------------------------------------------------------------------------------------------|-----------|---------------------------|-----------------------|
| 1      | Lead manager(s) fees / Arranger fees                                                                                       | --        | --                        | --                    |
| 2      | Underwriting commission                                                                                                    | N. A.     | N. A.                     | N. A.                 |
| 3      | Brokerage, selling commission and upload fees                                                                              | N. A.     | N. A.                     | N. A.                 |
| 4      | Fees payable to the registrars to the Issue                                                                                | Nil       | Nil                       | Nil                   |
| 5      | Fees payable to the legal advisors                                                                                         | N. A.     | N. A.                     | N. A.                 |
| 6      | Advertising and marketing expenses                                                                                         | N. A. *   | N. A. *                   | N. A. *               |
| 7      | Fees payable to the regulators including stock exchanges                                                                   | 1,55,400  | 2.76                      | 0.03                  |
| 8      | Expenses incurred on printing and distribution of issue stationary                                                         | N. A. **  | N. A. *                   | N. A. *               |
| 9      | Any other fees, commission and payments under whatever nomenclature<br><br>One-time upfront fee payable to the Investor(s) | 53,00,000 | 94.11                     | 1.06                  |
| 10     | Other Miscellaneous Fee (including Trustee Fees/ Stamp Duty / Corporate Action Fees etc.)                                  | 1,76,000  | 3.13                      | 0.04                  |
|        | <b>TOTAL</b>                                                                                                               | 56,31,400 | 100                       | 1.13                  |

*#The Issue expenses are calculated on the Total Issue Size. The taxes as applicable on the expenses mentioned above shall be remitted by the Issuer separately. The Issue expenses as mentioned herein are subject to change.*

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\* As the Debentures will be issued by way of private placement to identified investors in accordance with the process prescribed by SEBI, no specific advertising and marketing expenses are envisaged to be payable in respect of such issue of Debentures.

\*\*As the Debentures will be issued by way of private placement to identified investors in accordance with the process prescribed by SEBI, no specific expenses are envisaged to be incurred on printing and distribution of issue stationary in respect of such issue of Debentures.

#### 5.11 Financial Information:

- (a) **The audited financial statements (i.e. Profit & Loss statement, Balance Sheet and Cash Flow statement) for a period of three completed years which shall not be more than six months old from the date of the issue document or issue opening date, as applicable. Such financial statements should 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")**

However, if the issuer, being a listed REIT/listed InvIT, has been in existence for a period less than three completed years, and historical financial statements of such REIT/InvIT are not available for some portion or the entire portion of the reporting period of three years and the interim period, the combined financial statements shall be disclosed for the periods for which such historical financial statements are not available.

N. A

Provided that, issuers whose non-convertible securities are listed as on the date of filing of the offer document or placement memorandum, may provide only a web-link and a static quick response code of the audited financial statements in the offer document or placement memorandum subject to the following conditions:

- (i) Such listed issuers shall disclose a comparative key operational and financial parameter on a standalone and consolidated basis, 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, for the last three completed years in the offer document.
- (ii) The scanning of such static quick response code or clicking on the web-link, shall display the audited financial statements for last three financial years of such issuer on the website of the stock exchange where such data is hosted.

Please refer **Annexure I** of this Key Information Document for the limited review financial statements of the Issuer for the quarter ended June 30, 2026 and audited financial statements for the financial years ended March 31, 2024, March 31, 2025, and March 31, 2026.

- (b) **Listed issuers (whose debt securities or specified securities are listed on recognised stock exchange(s)) in compliance with the listing regulations, may disclose unaudited financial information for the interim period in the format as specified therein with limited review report in the issue document, as filed with the stock exchanges, instead of audited financial statements for the interim period, subject to making necessary disclosures in this regard in issue document including risk factors.**

Please refer **Annexure I** of this Key Information Document for the limited review financial statements of the Issuer for the quarter ended June 30, 2026 and the audited financial statements for the financial years ended March 31, 2024, March 31, 2025, March 31, 2026.

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**(c) Issuers other than REITs/ InvITs desirous of issuing debt securities on private placement basis and who are in existence for less than three years may disclose financial statements mentioned at**

**(i) above for such period of existence, subject to the following conditions:**

- The issue is made on the Electronic Book Platform of the stock exchange, irrespective of the issue size; and
- In case of issue of securities on a private placement basis, the issue is open for subscription only to qualified institutional buyers.

Not applicable as the Issuer has been in existence for a period of more than 3 (three) years prior to the date of this Key Information Document.

**(d) The above financial statements shall be accompanied with the Auditor's Report along with the requisite schedules, footnotes, summary etc.**

Please refer **Annexure I** of this Key Information Document for the limited review financial statements of the Issuer for the quarter ended June 30, 2026 and the audited financial statements for the financial years ended March 31, 2024, March 31, 2025, and March 31, 2026

**(e) Key operational and financial parameters on consolidated\* and standalone basis in respect of the financial information provided under sub-sections (a) to (c) above:**

**Balance Sheet for last 3 financial years:**

\* Issuer doesn't have a subsidiary

(In Lakhs)

| PARTICULARS                                                  | MARCH 31,<br>2024 | MARCH<br>31,<br>2025 | MARCH 31 ,2026  |
|--------------------------------------------------------------|-------------------|----------------------|-----------------|
|                                                              | Audited           | Audited              | Audited         |
| <b>BALANCE SHEET</b>                                         |                   |                      |                 |
| <b>Assets</b>                                                |                   |                      |                 |
| Property, Plant and Equipment                                | 98.78             | 192.35               | 498.20          |
| Financial Assets                                             | 6,012.48          | 9,192.88             | 29567.24        |
| Non-financial Assets excluding property, plant and equipment | 62.98             | 75.78                | 251.44          |
| Deferred tax Assets (net)                                    |                   |                      | 647.72          |
| <b>Total Assets</b>                                          | <b>6,174.24</b>   | <b>9,461.01</b>      | <b>30964.60</b> |
|                                                              |                   |                      |                 |

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| PARTICULARS                                     | MARCH 31,<br>2024 | MARCH<br>31,<br>2025 | MARCH 31 ,2026 |
|-------------------------------------------------|-------------------|----------------------|----------------|
|                                                 | Audited           | Audited              | Audited        |
| <b>Liabilities</b>                              |                   |                      |                |
| <b>Financial Liabilities</b>                    |                   |                      |                |
| -Derivative financial Instruments               |                   | 0                    | 0              |
| -Trade Payables                                 | 11.96             | 89.58                | 62.23          |
| -Debt Securities                                | -                 |                      | 10,852.35      |
| -Borrowings (other than Debt Securities)        | 3,000.00          | 698.66               | 8583.06        |
| -Subordinated liabilities                       | -                 |                      |                |
| -Other financial liabilities                    | 377.15            | 406.09               | 409.02         |
| <b>Non-Financial Liabilities</b>                | -                 |                      |                |
| -Current tax liabilities (net)                  | -                 |                      |                |
| -Provisions                                     | 267.74            | 239.04               | 134.34         |
| -Deferred tax liabilities (net)                 |                   |                      |                |
| -other non-financial liabilities                |                   |                      | 560.63         |
|                                                 |                   |                      |                |
| Equity (Equity Share Capital and Other Equity)  | 2,517.39          | 8027.64              | 10362.97       |
| <b>Total Liabilities and Equity</b>             | 6,174.24          | 9,461.01             | 30964.60       |
|                                                 |                   |                      |                |
| <b>Cash Flow</b>                                |                   |                      |                |
| Net cash from/ used in (-) operating activities | (2,012.70)        | (2,386.34)           | (19466.83)     |
| Net cash from/ used in (-) investing activities | (1,527.56)        | (1,493.46)           | (105.41)       |

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| <b>PARTICULARS</b>                                                                          | <b>MARCH 31,<br/>2024</b> | <b>MARCH<br/>31,<br/>2025</b> | <b>MARCH 31 ,2026</b> |
|---------------------------------------------------------------------------------------------|---------------------------|-------------------------------|-----------------------|
|                                                                                             | <b>Audited</b>            | <b>Audited</b>                | <b>Audited</b>        |
| Net cash from/<br>used in (-) financing<br>activities                                       | 3,861.93                  | 3,793.35                      | 21,119.41             |
| Net<br>increase/decrease (-)<br>in cash and cash<br>equivalents                             | 321.67                    | (86.45)                       | 1547.17               |
| Cash and cash<br>equivalents as per<br>Cash Flow Statement<br>as at the end of Half<br>year | 400.88                    | 314.43                        | 1857.19               |
|                                                                                             |                           |                               |                       |
| <b>Additional<br/>Information</b>                                                           |                           |                               |                       |
| Net Worth                                                                                   | 2,517.39                  | 8,027.64                      | 10362.97              |
| Cash and cash<br>equivalents                                                                | 400.88                    | 314.43                        | 1857.19               |
| Loans                                                                                       | 3,000.00                  | 698.66                        | 19318.13              |
| Loans (Principal<br>Amount)                                                                 |                           |                               |                       |
| Total Debts to Total<br>Assets                                                              | 0.49                      | 0.07                          | 0.63                  |
| Interest Income                                                                             | 447.27                    | 965.12                        | 2325.57               |
| Interest Expense                                                                            | 136.99                    | 206.27                        | 1057.28               |
| Impairment on<br>Financial Instruments                                                      |                           | 200.42                        | 396.50                |
| Bad Debts to Loans                                                                          |                           | 0                             | 115.27                |
| % Stage 3 Loans on<br>Loans (Principal<br>Amount)                                           | 0.07%                     | 1.48%                         | 2.75%                 |
| % Net Stage 3<br>Loans on Loans<br>(Principal Amount)                                       | 0.06%                     | 1.21%                         | 2.24%                 |
| Tier 1 Capital<br>Adequacy Ratio (%)                                                        | 37.41%                    | 86.70%                        | 37.16%                |

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| PARTICULARS                       | MARCH 31,<br>2024 | MARCH<br>31,<br>2025 | MARCH 31 ,2026 |
|-----------------------------------|-------------------|----------------------|----------------|
|                                   | Audited           | Audited              | Audited        |
| Tier 2 Capital Adequacy Ratio (%) | 0.50%             | 0.05%                | 1.25%          |

**Profit and Loss Account for last three financial years and as for the quarter ended June 30, 2026:**

| Profit and Loss                     | MARCH 31, 2024 | MARCH 31, 2025 | March 31 ,2026 | June 30, 2026 |
|-------------------------------------|----------------|----------------|----------------|---------------|
| Revenue from operations             | 574.76         | 1,772.42       | 3952.00        | 1406.51       |
| Other Income                        | 33.85          | 44.32          | 9.88           | 0.03          |
| Total Income                        | 608.61         | 1,816.74       | 3961.88        | 1406.54       |
|                                     |                |                |                |               |
| Total Expense                       | 2,051.31       | 2,616.07       | 4452.58        | 1597.11       |
|                                     |                |                |                |               |
| Profit after tax for the year       | (1,442.70)     | -(799.33)      | (490.70)       | (190.57)      |
| Deferred tax                        |                |                | 647.78         |               |
| Other Comprehensive income          |                |                | 0.11           | 0.03          |
| Total Comprehensive Income          |                |                | 157.19         | (190.54)      |
| Total Profit after tax for the year | (1,442.70)     | (799.33)       | 157.19         | (190.54)      |
| Earnings per equity share (Basic)   | (413.70)       | (150.05)       | 28.45          | (31.77)       |
| Earnings per equity share (Diluted) | (434.70)       | (150.05)       | 28.45          | (31.77)       |

- (f) **Details of any other contingent liabilities of the Issuer, based on the latest audited financial statements including amount and nature of liability:**

NIL

- (g) **The amount of corporate guarantee or letter of comfort issued by the Issuer along with details of the counterparty (viz. name and nature of the counterparty, whether a subsidiary, joint venture entity, group company etc.) on behalf of whom it has been issued.**

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NIL

**5.12 A brief history of Issuer since its incorporation giving details of its following activities:**

**(a) Details of Share Capital as at last quarter end i.e., June 30,2026:**

Please refer to Section 6.10(a) of the General Information Document for details of share capital of the Issuer. The changes to the information set out in Section 6.10(a) of the General Information Document as of last quarter end, i.e., June 30, 2026 is given below:

| Share Capital                                              | Amount (INR) |
|------------------------------------------------------------|--------------|
| <b>Authorized Share Capital</b>                            |              |
| 3,20,00,000 Equity Share of Rs. 10/-each                   | 32,00,00,000 |
| <b>TOTAL</b>                                               | 32,00,00,000 |
| <b>Issued, Subscribed and Fully Paid- up Share Capital</b> |              |
| 6,52,535 Equity Shares of Rs. 10/- each                    | 65,25,350    |
| <b>TOTAL</b>                                               | 65,25,350    |

**(b) Changes in its capital structure as at last quarter end (i.e., June 30, 2026) for the preceding three financial years and current financial year:**

Please refer to Section 6.10(b) of the General Information Document for changes in capital structure of the Issuer for the preceding three financial year.

The changes to the information set out in Section 6.10(b) of the General Information Document as of last quarter end, i.e., June 30, 2026 is given below:

| Date of Allotment | No of Equity Shares | Face Value (in Rs.) | Issue Price (in Rs.) | Consideration    | Nature of Allotment | Cumulative Paid-Up Capital |                      |                            |
|-------------------|---------------------|---------------------|----------------------|------------------|---------------------|----------------------------|----------------------|----------------------------|
|                   |                     |                     |                      |                  |                     | No Equity Shares           | Equity Capital (Rs.) | Equity Premium Share (Rs.) |
| 30-05-2023        | 98,730              | 10                  | 4051.37              | Rs. 39,99,91,760 | Rights Issue        | 3,48,730                   | 34,87,300            | 39,90,04,460               |
| 12-08-2024        | 1,11,600            | 10                  | 3,405                | Rs. 37,99,98,000 | Rights Issue        | 4,60,330                   | 46,03,300            | 77,78,86,460               |
| 22-11-2024        | 72,379              | 10                  | 3,454                | Rs. 24,99,97,066 | Rights Issue        | 5,32,709                   | 53,27,090            | 1,02,71,59,736             |
| 18-09-2025        | 36,949              | 10                  | 5954                 | Rs. 21,99,94,346 | Rights Issue        | 5,69,658                   | 56,96,580            | 1,24,67,84,592             |
| 29-05-2026        | 82,877              | 10                  | 6033                 | Rs. 49,99,96,941 | Rights Issue        | 6,52,535                   | 65,25,350            | 1,74,59,52,763             |

**(c) Details of the equity share capital for the preceding three financial years and current financial year:**

Please refer to Section 6.10(c) of the General Information Document for details of equity share capital for the preceding three years. There are no changes to the information set out in Section 6.10(c) of the General Information Document as of last quarter end June 30, 2026, i.e., other than those given above.

**(d) Details of any acquisition of or amalgamation with any entity in the preceding one year:**

Not Applicable

**(e) Details of any reorganization or reconstruction in the preceding one year:**

Not Applicable

**(f) Details of the shareholding of the Issuer as at the latest quarter end (i.e., June 30, 2026), as per the format specified under the listing regulations:**

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The shareholding pattern of the Issuer as of the last quarter end, i.e., June 30, 2026, prepared in accordance with the SEBI Debenture Trustees Master Circular is set out in **Annexure XIV**.

**(g) List of top ten holders of equity shares of the Issuer as at the latest quarter end (i.e., June 30, 2026):**

Please refer to Section 6.10(g) of the General Information Document for details of top ten holders of equity shares.

Please see below the changes to the information set out in Section 6.10(a) of the General Information Document as of last quarter end, i.e., June 30, 2026:

| Sl. | Name of shareholders   | Total number of equity shares | Number of shares in Demat form | Total shareholding as Percentage (%) of total number of equity shares |
|-----|------------------------|-------------------------------|--------------------------------|-----------------------------------------------------------------------|
| 1   | Greaves Cotton Limited | 6,52,196                      | -                              | 99.94                                                                 |
| 2   | Mandar Rane*           | 12                            | -                              | 0.01                                                                  |
| 3   | Atindra Basu*          | 14                            | -                              | 0.01                                                                  |
| 4   | Shefali Suri*          | 145                           | -                              | 0.02                                                                  |
| 5   | Fredrick Pinto*        | 144                           | -                              | 0.02                                                                  |
| 6   | Hardik Shah*           | 12                            | -                              | 0.00                                                                  |
| 7   | Akhila Balachandar*    | 12                            | -                              | 0.00                                                                  |
|     | <b>Total</b>           | <b>6,52,535</b>               |                                | <b>100.00</b>                                                         |

\*nominee shareholders of Greaves Cotton Limited

**5.13 Following details regarding the directors of the Issuer:**

**(a) Details of the current directors of the Issuer:**

Please refer to Section 6.11(a) of the General Information Document for details of the current directors of the Issuer.

**(b) Details of change in directors in the preceding three financial years and the current financial year:**

Please refer to Section 6.11(b) of the General Information Document for the change in directors in the preceding three financial years. Additionally, please refer to following changes till date:

Appointments:

| Name                  | Designation            | DIN      | Age (in years) | Address                                                                                          | Date of Appointment | Details of other Directorships | Whether willful defaulter (Yes/No) |
|-----------------------|------------------------|----------|----------------|--------------------------------------------------------------------------------------------------|---------------------|--------------------------------|------------------------------------|
| Mrs. Shefali Bairaria | Non-Executive Director | 10111635 | 51 Years       | Tower A 3, India bulls Sky Forest, Senapati Bapat Marg, Elphinstone Road (West), Mumbai – 400013 | 10-10-2025          | None                           | No                                 |

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| Name                           | Designation                     | DIN      | Age (in years) | Address                                                                                                              | Date of Appointment | Details of other Directorships                                                                                                                                                                                                                                                                                                                                                                                   | Whether willful defaulter (Yes/No) |
|--------------------------------|---------------------------------|----------|----------------|----------------------------------------------------------------------------------------------------------------------|---------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------|
| Mr. Atindra Nath Basu          | Non-Executive Director          | 07048133 | 48 Years       | Krishna A, Flat No 2702, Neekanth Palms, G.B. Road, Near DAV School, Kapurbawdi, Thane-400610                        | 12-11-2025          | None                                                                                                                                                                                                                                                                                                                                                                                                             | No                                 |
| Mr. Ravindra Pandey            | Independent Director)           | 07188637 | 63 Years       | 3503, Bldg. No. 1, Auris Serenity Tower-1 Kachpada, Off Link Road, Malad(west), Mumbai, Maharashtra India - 400064   | 06/02/2026          | <ul style="list-style-type: none"> <li>• Nsdl Database Management Limited</li> <li>• Welspun Corp Limited</li> <li>• Resilient Finance Private Limited</li> <li>• Ask Investment Managers Limited</li> <li>• Payu Finance India Private Limited</li> <li>• Welspun Specialty Solutions Limited</li> <li>• SIS Cash Services Limited</li> <li>• Jamipol Limited</li> <li>• Dreamfolks Services Limited</li> </ul> | No                                 |
| Mr. Manish Poddar              | Nominee Director                | 00124176 | 49 Years       | C -1205/6, Lake Lucerne, Lake Homes, Powai, Mumbai 400076, Maharashtra                                               | 15/04/2026          | Greaves Technologies Limited                                                                                                                                                                                                                                                                                                                                                                                     | No                                 |
| Mr. Girish Malini Sivasankaran | Additional Director (Executive) | 11914274 | 48 years       | Purva Seasons, G 403, 4 <sup>th</sup> Floor, Nagavarapalya Main Road, Kaggadaspura, CV Raman Nagar, Bengaluru 560093 | 26/08/2026          | Nil                                                                                                                                                                                                                                                                                                                                                                                                              | No                                 |

Resignation/Re-designation:

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| For FY 2025-26 |                       |             |    |    |    |    |    |
|----------------|-----------------------|-------------|----|----|----|----|----|
| 1              | Bidadi Anjani Kumar   | 2,90,000    | NA | NA | NA | NA | NA |
| 2              | Sanjiv Bhasin         | 2,90,000    | NA | NA | NA | NA | NA |
| 3              | Ravindra Pandey       | 30,000      |    |    |    |    |    |
| 4              | Sunil Kumar P B       | 1,54,47,000 | NA | NA | NA | NA | NA |
| 5              | Akhila Balachandar    | 0           | NA | NA | NA | NA | NA |
| 6              | Mrs. Shefali Bairaria | 0           | NA | NA | NA | NA | NA |
| 7              | Mr. Atindra Nath Basu | 0           | NA | NA | NA | NA | NA |
|                |                       |             |    |    |    |    |    |

  

| Name, Designation & DIN                                                                                                      | Date of Appointment            | Date of Cessation/re-designation, if applicable | Date of Resignation if applicable | Remarks |
|------------------------------------------------------------------------------------------------------------------------------|--------------------------------|-------------------------------------------------|-----------------------------------|---------|
| Akhila Balachandar,<br>Nominee Director,<br>07676670                                                                         | 05th May 2023                  | -                                               | 23rd April 2026                   | -       |
| Mr. Bidadi Anjani Kumar,<br>Independent Director,<br>00022417<br>(Re-designation from Non-Executive to Independent Director) | 17 <sup>th</sup> May, 2024     | 04 <sup>th</sup> December, 2025                 | -                                 | -       |
| Mr. Sanjiv Bhasin,<br>Independent Director,<br>00001575<br>(Re-designation from Non-Executive to Independent Director)       | 5 <sup>th</sup> November, 2024 | 3 <sup>rd</sup> December, 2025                  | -                                 | -       |

**(c) 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) **Remuneration payable or paid to a director by the issuer, its subsidiary or associate company; shareholding of the director in the Issuer, its subsidiaries and associate companies on a fully diluted basis**

| Sl.                                 | Name of the Director  | Remuneration payable or paid (in INR) |               |                      | Shareholding (on a fully diluted basis) |                     |                            |
|-------------------------------------|-----------------------|---------------------------------------|---------------|----------------------|-----------------------------------------|---------------------|----------------------------|
|                                     |                       | by Issuer                             | by subsidiary | by associate company | in the Company                          | in the subsidiaries | in the associate companies |
| For the quarter ended June 30, 2026 |                       |                                       |               |                      |                                         |                     |                            |
| 1                                   | Bidadi Anjani Kumar   | 1,40,000                              | NA            | NA                   | NA                                      | NA                  | NA                         |
| 2                                   | Sanjiv Bhasin         | 1,10,000                              | NA            | NA                   | NA                                      | NA                  | NA                         |
| 3                                   | Ravindra Pandey       | 1,20,000                              | NA            | NA                   | NA                                      | NA                  | NA                         |
| 4                                   | Sunil Kumar P B       | 70,19,363                             | NA            | NA                   | NA                                      | NA                  | NA                         |
| 5                                   | Mrs. Shefali Bairaria | -                                     | NA            | NA                   | NA                                      | NA                  | NA                         |
| 6                                   | Mr. Atindra Nath Basu | -                                     | NA            | NA                   | NA                                      | NA                  | NA                         |

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| For FY 2025-26 |                       |             |    |    |    |    |    |
|----------------|-----------------------|-------------|----|----|----|----|----|
| 1              | Bidadi Anjani Kumar   | 2,90,000    | NA | NA | NA | NA | NA |
| 2              | Sanjiv Bhasin         | 2,90,000    | NA | NA | NA | NA | NA |
| 3              | Ravindra Pandey       | 30,000      |    |    |    |    |    |
| 4              | Sunil Kumar P B       | 1,54,47,000 | NA | NA | NA | NA | NA |
| 5              | Akhila Balachandar    | 0           | NA | NA | NA | NA | NA |
| 6              | Mrs. Shefali Bairaria | 0           | NA | NA | NA | NA | NA |
| 7              | Mr. Atindra Nath Basu | 0           | NA | NA | NA | NA | NA |
|                |                       |             |    |    |    |    |    |
| FY 2024-2025   |                       |             |    |    |    |    |    |
| 1.             | Vijay Rai             | 1,70,000    | NA | NA | NA | NA | NA |
| 2.             | Sunil Kumar P B       | 1,24,51,669 | NA | NA | NA | NA | NA |
| 3.             | Kurien Elias          | 20,10,000   | NA | NA | NA | NA | NA |
| 4.             | Bidadi Anajani Kumar  | 2,10,000    | NA | NA | NA | NA | NA |
| 5.             | Sanjiv Bhasin         | 90,000      | NA | NA | NA | NA | NA |
| 6.             | Akhila Balachandar    | 0           | NA | NA | NA | NA | NA |
| FY 2023-2024   |                       |             |    |    |    |    |    |
| 1.             | Vijay Rai             | 1,20,000    | NA | NA | NA | NA | NA |
| 2.             | Sunil Kumar P B       | 70,000      | NA | NA | NA | NA | NA |
| 3.             | Sandeep Divakaran     | 85,13,710   | NA | NA | NA | NA | NA |
| 4.             | Navneet Singh         | 0           | NA | NA | NA | NA | NA |
| FY 2022-2023   |                       |             |    |    |    |    |    |
| 1              | Vijay Rai             | 1,20,000    | NA | NA | NA | NA | NA |
| 2              | Navneet Singh         | 60,000      | NA | NA | NA | NA | NA |
| 3              | Ravindra Pathak       | 69,93,014   | NA | NA | NA | NA | NA |
| 4              | Sandeep Divakaran     | 29,65,210   | NA | NA | NA | NA | NA |

(ii) **Appointment of any relatives to an office or place of profit of the issuer, its subsidiary or associate company**

None

(iii) **Full particulars of the nature and extent of interest, if any, of every director:**

A. **in the promotion of the Issuer:**

NA

B. **in any immovable property acquired by the Issuer in the two years preceding the date of the issue document or any immovable property proposed to be acquired by it:**

NA

C. **where the interest of such a director consists in being a member of a firm or company,**

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**the nature and extent of his interest in the firm or company, with a statement of all sums paid or agreed to be paid to him or to the firm or company in cash or shares or otherwise by any person either to induce him to become, or to help him qualify as a director, or otherwise for services rendered by him or by the firm or company, in connection with the promotion or formation of the Issuer shall be disclosed**

NA

- (d) Contribution being made by the directors as part of the offer or separately in furtherance of such objects.**

NA

- 5.14 Any financial or other material interest of the directors, promoters, key managerial personnel or senior management in the offer and the effect of such interest in so far as it is different from the interests of other persons.**

NA

- 5.15 Following details regarding the auditors of the Issuer:**

- (a) Details of the auditor of the Issuer:**

| Name of the Auditor                                            | Address                                                                                   | Date of Appointment |
|----------------------------------------------------------------|-------------------------------------------------------------------------------------------|---------------------|
| M/s. Nayan Parikh & Co<br>(Peer Review Certificate No: 019463) | Office No. 9, 2nd Floor, Jain Chambers, 557, S.V. Road, Bandra West, Mumbai 400050, India | July 25, 2025       |

- (b) Details of change in auditors for preceding three financial years and current financial year:**

Please refer Section 6.13(g) of the General Information Document for the details of the auditor of the Issuer

- 5.16 Details of the following liabilities of the Issuer, as at the end of the preceding quarter (i.e., June 30, 2026), or if available, a later date:**

- (a) Details of outstanding secured loan facilities (as on June 30, 2026):**

| Name of Lender     | Tranche   | Type of Facility | Amount Sanctioned (INR in Crore) | Principal Amount Outstanding (INR in Crore) | Repayment Date/ Schedule | Security  | Rating | Asset Classification |
|--------------------|-----------|------------------|----------------------------------|---------------------------------------------|--------------------------|-----------|--------|----------------------|
| ICICI Bank Limited | Single    | Term Loan        | 10                               | 0.44                                        | 30th of Every Month      | Loan Book | A-     | Standard             |
| AU Small Finance   | Tranche 1 | Term Loan        | 15                               | 8.75                                        | 18th of Every            | Loan Book | A-     | Standard             |

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| Name of Lender                | Tranche   | Type of Facility | Amount Sanctioned (INR in Crore) | Principal Amount Outstanding (INR in Crore) | Repayment Date/ Schedule        | Security  | Rating | Asset Classification |
|-------------------------------|-----------|------------------|----------------------------------|---------------------------------------------|---------------------------------|-----------|--------|----------------------|
| Bank Limited                  |           |                  |                                  |                                             | Month                           |           |        |                      |
| Ambit Finvest Private Limited | Single    | Term Loan        | 15                               | 9.77                                        | 5th of Every Month              | Loan Book | A-     | Standard             |
| AU Small Finance Bank Limited | Tranche 2 | Term Loan        | 18                               | 15.75                                       | 18th of Every Month             | Loan Book | A-     | Standard             |
| MAS Financials                | Tranche 1 | Term Loan        | 20                               | 14.17                                       | 25th of Every Month             | Loan Book | A-     | Standard             |
| MAS Financials                | Tranche 2 | Term Loan        | 10                               | 8.33                                        | 25th of Every Month             | Loan Book | A-     | Standard             |
| Maanveeya                     | Single    | Term Loan        | 15                               | 15.00                                       | 12 <sup>th</sup> of Every month | Loan Book | A-     | Standard             |
| Ambit                         | Single    | Term Loan        | 10                               | 10                                          | 5 <sup>th</sup> of every month  | Loan book | A-     | Standard             |

**(b) Details of outstanding unsecured loan facilities (as on June 30, 2026):**

| Name of Lender         | Tranche  | Type of Facility | Amount Sanctioned (INR in Crore) | Principal Amount Outstanding (INR in Crore) | Repayment Date/ Schedule | Rating |
|------------------------|----------|------------------|----------------------------------|---------------------------------------------|--------------------------|--------|
| Greaves Cotton Limited | Multiple | Adhoc Loan       | 22.00                            | 3.00                                        | 10th of every month      | A-     |

**(c) Details of Outstanding Non-Convertible Securities (as on June 30, 2026):**

| Series of Non-Convertible Securities | ISIN         | Tenor / Period of Maturity | Coupon | Amount Outstanding (INR in Crore) | Date of Allotment | Credit Rating | Secured / Unsecured | Security    |
|--------------------------------------|--------------|----------------------------|--------|-----------------------------------|-------------------|---------------|---------------------|-------------|
| Non-Convertible                      | INE1QWF07022 | 24 months                  | 11.50% | 12.50                             | 25-Apr-25         | A-            | Secured             | Receivables |

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| Series of Non-Convertible Securities | ISIN         | Tenor / Period of Maturity | Coupon | Amount Outstanding (INR in Crore) | Date of Allotment | Credit Rating | Secured / Unsecured | Security    |
|--------------------------------------|--------------|----------------------------|--------|-----------------------------------|-------------------|---------------|---------------------|-------------|
| e<br>Debentures                      |              |                            |        |                                   |                   |               |                     |             |
|                                      | INE1QWF07014 | 24 months                  | 10.5%  | 15.62                             | 29-Sep-25         | A-            | Secured             | Receivables |
|                                      | INE1QWF07030 | 24 months                  | 10.5%  | 25                                | 20-Oct-25         | A-            | Secured             | Receivables |
|                                      | INE1QWF07048 | 24 months                  | 10.5%  | 25                                | 23-Dec-25         | A-            | Secured             | Receivables |
|                                      | INE1QWF07055 | 26 months                  | 10.5%  | 25                                | 30-Jan-26         | A-            | Secured             | Receivables |
|                                      | INE1QWF07071 | 26 months                  | 10.50% | 20                                | 29-June-26        | A-            | Secured             | Receivables |
|                                      | INE1QWF07089 | 26 months                  | 10.50% | 15                                | 29-June-26        | A-            | Secured             | Receivables |
|                                      | INE1QWF07063 | 24 months                  | 10.50% | 50                                | 21-May-26         | A-            | Secured             | Receivables |

- (d) Details of commercial paper issuances as at the end of the last quarter (i.e., June 30, 2026) in the following format:

NIL

- (e) List of top ten holders of non-convertible securities in terms of value (on a cumulative basis):

| Sr. No. | Name of holders                               | Face value of holding |
|---------|-----------------------------------------------|-----------------------|
| 1       | Northern Arc Emerging Corporate Bond Fund AIF | 100000                |
| 2       | AK Capital Finance Limited                    | 100000                |
| 3       | AK Capital Finance Limited                    | 100000                |
| 4       | AK Capital Finance Limited                    | 100000                |
| 5       | AK Capital Finance Limited                    | 100000                |
| 6       | Unity small finance Bank                      | 100000                |
| 7       | Wint Wealth                                   | 100000                |

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**(f) List of top ten holders of Commercial Paper in terms of value (in cumulative basis):**

NIL

**(g) Details of the bank fund based facilities/ rest of the borrowing (if any, including hybrid debt like Foreign Currency Convertible Bonds (FCCB), Optionally Convertible Debentures/ Preference Shares) from financial institutions or financial creditors:**

NIL

**5.17 The amount of corporate guarantee or letter of comfort issued by the Issuer along with name of the counterparty (like name of the subsidiary, joint venture entity, group company, etc.) on behalf of whom it has been issued, contingent liability including debt service reserve account guarantees/ any put option etc.**

NIL

**5.18 (Details of any outstanding borrowings taken/ debt securities issued for consideration other than cash). This information shall be disclosed whether such borrowing/ debt securities have been taken/ issued: (a) in whole or part, (b) at a premium or discount, or (c) in pursuance of an option or not**

NIL

**5.19 Where the Issuer is a non-banking finance company or housing finance company, the following disclosures on Asset Liability Management ("ALM") shall be provided for the latest audited financials:**

| <b>A. Details with regard to lending done out of the issue proceeds of earlier issuances of debt securities (whether public issue or private placement) by the Issuer</b>                                                                                                                                                       |                                                                                                |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------|
| <b>(a) Lending Policy: Should contain overview of origination, risk management, monitoring and collections:</b>                                                                                                                                                                                                                 | Please refer to the lending policy set out in Annexure IV of the General Information Document. |
| <b>(b) Classification of Loans given to associate or entities related to Board, Key Managerial Personnel and Senior Management, promoters, etc.:</b>                                                                                                                                                                            | Refer Annexure IV of the General Information Document.                                         |
| <b>(c) Classification of loans according to type of loans, denomination of loan outstanding by loan to value, sectors, denomination of loans outstanding by ticket size, geographical classification of borrowers, maturity profile etc.:</b>                                                                                   | Please refer to paragraph (J) below of this table below.                                       |
| <b>(d) Aggregated exposure to the top 20 borrowers with respect to the concentration of advances, exposures to be disclosed in the manner as prescribed by RBI in its stipulations on Corporate Governance for NBFCs o from time to time; As on June 30, 2026. All borrowers are in the E2W (Electric Two-Wheeler) vertical</b> |                                                                                                |

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| Name of Borrower                                                                                                 | Vertical | O/s As on June 30, 2026 (INR) in cr |
|------------------------------------------------------------------------------------------------------------------|----------|-------------------------------------|
| NAFEES KHAN                                                                                                      | E2W      | 0.024                               |
| AIJAZ MIYAN                                                                                                      | E2W      | 0.024                               |
| HARISHCHANDRA                                                                                                    | E2W      | 0.024                               |
| PRAMILA KUMARI                                                                                                   | E2W      | 0.024                               |
| MANOJ SINGH                                                                                                      | E2W      | 0.024                               |
| SHUBHAM KUMAR                                                                                                    | E2W      | 0.024                               |
| SANJIT RAY                                                                                                       | E2W      | 0.024                               |
| PRAMOD SAW                                                                                                       | E2W      | 0.024                               |
| PRAMOD KUMAR                                                                                                     | E2W      | 0.024                               |
| KALLU KUSHWAH                                                                                                    | E2W      | 0.024                               |
| REENA MISHRA                                                                                                     | E2W      | 0.024                               |
| UMESH CHANDRA                                                                                                    | E2W      | 0.024                               |
| VEERENDRA SINGH                                                                                                  | E2W      | 0.024                               |
| RAJESH                                                                                                           | E2W      | 0.024                               |
| AMOD                                                                                                             | E2W      | 0.024                               |
| ABUBAKKAR SIDDIQ                                                                                                 | E2W      | 0.024                               |
| MURRLI                                                                                                           | E2W      | 0.024                               |
| NARAYAN SAHU                                                                                                     | E2W      | 0.024                               |
| BUDHURAM SINGH                                                                                                   | E2W      | 0.024                               |
| SHANKAR KUMAR                                                                                                    | E2W      | 0.024                               |
| <b>Total</b>                                                                                                     |          | <b>0.48</b>                         |
| (e) Details of loans, overdue and classified as non-performing assets (NPA) in accordance with RBI stipulations: |          |                                     |

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Please refer to paragraph (K) of this table below

#### B. Details of borrowings made by NBFC

##### (a) A portfolio summary with regard to industries/ sectors to which borrowings have been made:

Please refer to paragraph (J) in this table including sub-paragraph (c) therein.

##### (b) NPA exposures of the Issuer for the last three financial years (both gross and net exposures) and provisioning made for the same as per the last audited financial statements of the Issuer:

Please refer to paragraph (K) of this table below.

##### (c) Quantum and percentage of secured vis-à-vis unsecured loan made; and

| Type of Loans                          | Outstanding as at June 30, 2026 (INR) (in Cr) | %    |
|----------------------------------------|-----------------------------------------------|------|
| Secured Loan                           | 314.4                                         | 100% |
| Unsecured Borrowings                   | 0                                             | Nil  |
| Total asset under management ("AUM")*^ | 31.4.4                                        | 100% |

#### C. Details of change in shareholding

##### Any change in promoters' holdings during the last financial year beyond the threshold, as prescribed by RBI:

There has been no change in the promoters' holdings during the preceding financial year beyond the threshold specified by the RBI.

#### D. Disclosure of Assets Under Management

##### (a) Segment wise breakup:

Please refer to sub-paragraph (c) of paragraph (J) in this table below.

##### (b) Type of Loans

Please refer to sub-paragraph (a) of paragraph (J) in this table below.

#### E. Details of borrowers

##### Geographical location wise

Please refer to sub-paragraph (e) of paragraph (J) in this table below.

#### F. Details of Gross NPA

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|                                                                                                                             |
|-----------------------------------------------------------------------------------------------------------------------------|
| <p><b>Segment wise:</b></p> <p>Please refer to sub-paragraph (c) of paragraph (K) in this table below.</p>                  |
| <b>G. Details of Assets and Liabilities</b>                                                                                 |
| <p><b>Residual maturity profile wise into several bucket:</b></p> <p>Please refer to paragraph (L) in this table below.</p> |
| <b>H. Additional details of loans made by the issuer where it is a Housing Finance Company</b>                              |
| Given that the Issuer is not a housing finance company, this is not applicable.                                             |
| <b>I. Disclosure of latest ALM statements to stock exchange</b>                                                             |
| Not Applicable                                                                                                              |

| J. Classification of loans according to                                                                        |                                                                                                                                                                                                                                                                                                                                                                                                                              |                                  |                   |         |                                  |                   |    |          |        |    |           |        |    |           |        |    |            |    |    |                |    |  |       |      |
|----------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------|-------------------|---------|----------------------------------|-------------------|----|----------|--------|----|-----------|--------|----|-----------|--------|----|------------|----|----|----------------|----|--|-------|------|
| (a) Type of Loans:                                                                                             | <u>Details of types of loans</u>                                                                                                                                                                                                                                                                                                                                                                                             |                                  |                   |         |                                  |                   |    |          |        |    |           |        |    |           |        |    |            |    |    |                |    |  |       |      |
|                                                                                                                | <table><tr><th>Sl. No.</th><th>Types of loans</th><th>Rs. in Cr</th></tr><tr><td>1.</td><td>Secured</td><td>314.44</td></tr><tr><td>2.</td><td>Unsecured</td><td>0</td></tr><tr><td></td><td>Total AUM</td><td>314.44</td></tr></table>                                                                                                                                                                                      |                                  |                   | Sl. No. | Types of loans                   | Rs. in Cr         | 1. | Secured  | 314.44 | 2. | Unsecured | 0      |    | Total AUM | 314.44 |    |            |    |    |                |    |  |       |      |
|                                                                                                                | Sl. No.                                                                                                                                                                                                                                                                                                                                                                                                                      | Types of loans                   | Rs. in Cr         |         |                                  |                   |    |          |        |    |           |        |    |           |        |    |            |    |    |                |    |  |       |      |
|                                                                                                                | 1.                                                                                                                                                                                                                                                                                                                                                                                                                           | Secured                          | 314.44            |         |                                  |                   |    |          |        |    |           |        |    |           |        |    |            |    |    |                |    |  |       |      |
|                                                                                                                | 2.                                                                                                                                                                                                                                                                                                                                                                                                                           | Unsecured                        | 0                 |         |                                  |                   |    |          |        |    |           |        |    |           |        |    |            |    |    |                |    |  |       |      |
|                                                                                                                |                                                                                                                                                                                                                                                                                                                                                                                                                              | Total AUM                        | 314.44            |         |                                  |                   |    |          |        |    |           |        |    |           |        |    |            |    |    |                |    |  |       |      |
| Total AUM of New book (owned and managed) as on June 30, 2026 is Rs. 556.3 cr                                  |                                                                                                                                                                                                                                                                                                                                                                                                                              |                                  |                   |         |                                  |                   |    |          |        |    |           |        |    |           |        |    |            |    |    |                |    |  |       |      |
| *Information required at borrower level (and not by loan account as customer may have multiple loan accounts); |                                                                                                                                                                                                                                                                                                                                                                                                                              |                                  |                   |         |                                  |                   |    |          |        |    |           |        |    |           |        |    |            |    |    |                |    |  |       |      |
| ^Issuer is also required to disclose off balance sheet items;                                                  |                                                                                                                                                                                                                                                                                                                                                                                                                              |                                  |                   |         |                                  |                   |    |          |        |    |           |        |    |           |        |    |            |    |    |                |    |  |       |      |
| (b)Denomination of loans outstanding by loan-to-value:                                                         | <u>Details of LTV</u>                                                                                                                                                                                                                                                                                                                                                                                                        |                                  |                   |         |                                  |                   |    |          |        |    |           |        |    |           |        |    |            |    |    |                |    |  |       |      |
|                                                                                                                | <table><tr><th>Sl. No.</th><th>LTV (at the time of origination)</th><th>Percentage of AUM</th></tr><tr><td>1.</td><td>Upto 80%</td><td>20.76%</td></tr><tr><td>2.</td><td>80 -85%%</td><td>16.10%</td></tr><tr><td>3.</td><td>85%-100%</td><td>63.14%</td></tr><tr><td>4.</td><td>Above 100%</td><td>0%</td></tr><tr><td>5.</td><td>Unsecured Loan</td><td>0%</td></tr><tr><td></td><td>Total</td><td>100%</td></tr></table> |                                  |                   | Sl. No. | LTV (at the time of origination) | Percentage of AUM | 1. | Upto 80% | 20.76% | 2. | 80 -85%%  | 16.10% | 3. | 85%-100%  | 63.14% | 4. | Above 100% | 0% | 5. | Unsecured Loan | 0% |  | Total | 100% |
|                                                                                                                | Sl. No.                                                                                                                                                                                                                                                                                                                                                                                                                      | LTV (at the time of origination) | Percentage of AUM |         |                                  |                   |    |          |        |    |           |        |    |           |        |    |            |    |    |                |    |  |       |      |
|                                                                                                                | 1.                                                                                                                                                                                                                                                                                                                                                                                                                           | Upto 80%                         | 20.76%            |         |                                  |                   |    |          |        |    |           |        |    |           |        |    |            |    |    |                |    |  |       |      |
|                                                                                                                | 2.                                                                                                                                                                                                                                                                                                                                                                                                                           | 80 -85%%                         | 16.10%            |         |                                  |                   |    |          |        |    |           |        |    |           |        |    |            |    |    |                |    |  |       |      |
|                                                                                                                | 3.                                                                                                                                                                                                                                                                                                                                                                                                                           | 85%-100%                         | 63.14%            |         |                                  |                   |    |          |        |    |           |        |    |           |        |    |            |    |    |                |    |  |       |      |
|                                                                                                                | 4.                                                                                                                                                                                                                                                                                                                                                                                                                           | Above 100%                       | 0%                |         |                                  |                   |    |          |        |    |           |        |    |           |        |    |            |    |    |                |    |  |       |      |
|                                                                                                                | 5.                                                                                                                                                                                                                                                                                                                                                                                                                           | Unsecured Loan                   | 0%                |         |                                  |                   |    |          |        |    |           |        |    |           |        |    |            |    |    |                |    |  |       |      |
|                                                                                                                | Total                                                                                                                                                                                                                                                                                                                                                                                                                        | 100%                             |                   |         |                                  |                   |    |          |        |    |           |        |    |           |        |    |            |    |    |                |    |  |       |      |
|                                                                                                                |                                                                                                                                                                                                                                                                                                                                                                                                                              |                                  |                   |         |                                  |                   |    |          |        |    |           |        |    |           |        |    |            |    |    |                |    |  |       |      |
|                                                                                                                |                                                                                                                                                                                                                                                                                                                                                                                                                              |                                  |                   |         |                                  |                   |    |          |        |    |           |        |    |           |        |    |            |    |    |                |    |  |       |      |
|                                                                                                                |                                                                                                                                                                                                                                                                                                                                                                                                                              |                                  |                   |         |                                  |                   |    |          |        |    |           |        |    |           |        |    |            |    |    |                |    |  |       |      |
|                                                                                                                |                                                                                                                                                                                                                                                                                                                                                                                                                              |                                  |                   |         |                                  |                   |    |          |        |    |           |        |    |           |        |    |            |    |    |                |    |  |       |      |
|                                                                                                                |                                                                                                                                                                                                                                                                                                                                                                                                                              |                                  |                   |         |                                  |                   |    |          |        |    |           |        |    |           |        |    |            |    |    |                |    |  |       |      |
|                                                                                                                |                                                                                                                                                                                                                                                                                                                                                                                                                              |                                  |                   |         |                                  |                   |    |          |        |    |           |        |    |           |        |    |            |    |    |                |    |  |       |      |
| (a) Sectoral Exposure                                                                                          |                                                                                                                                                                                                                                                                                                                                                                                                                              |                                  |                   |         |                                  |                   |    |          |        |    |           |        |    |           |        |    |            |    |    |                |    |  |       |      |
|                                                                                                                | Sector                                                                                                                                                                                                                                                                                                                                                                                                                       | AUM as on 30.06.2026             | %                 |         |                                  |                   |    |          |        |    |           |        |    |           |        |    |            |    |    |                |    |  |       |      |

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|                                                                                                                |                                                   |                   |                                        |
|----------------------------------------------------------------------------------------------------------------|---------------------------------------------------|-------------------|----------------------------------------|
| re                                                                                                             | Agriculture and Allied Activities                 | NA                | NA                                     |
|                                                                                                                | Industry                                          | NA                | NA                                     |
|                                                                                                                | Services                                          | NA                | NA                                     |
|                                                                                                                | Trade                                             | NA                | NA                                     |
|                                                                                                                | Commercial Real Estate                            | NA                | NA                                     |
|                                                                                                                | Other Services                                    | NA                | NA                                     |
|                                                                                                                | Retail Loans                                      | -                 | -                                      |
|                                                                                                                | 4.1 Housing Loans (incl. priority sector Housing) | NA                | NA                                     |
|                                                                                                                | 4.2 Consumer Durables                             | NA                | NA                                     |
|                                                                                                                | 4.4 Vehicle/Auto Loans                            | 563.9             | 100%                                   |
|                                                                                                                | 4.5 Education Loans                               | NA                | NA                                     |
|                                                                                                                | 4.10 Other Retail loans , if any, Please specify  | NA                | NA                                     |
|                                                                                                                | Other Non-food Credit, if any                     | NA                | NA                                     |
|                                                                                                                | Total                                             | 563.9             | 100%                                   |
| (b) Denomination of loans outstanding by ticket size*:                                                         | Details of outstanding loans category wise        |                   |                                        |
|                                                                                                                | Sl. No.                                           | Original Loan Amt | Percentage of AUM (As on 30 June 2026) |
|                                                                                                                | 1.                                                | 1-50000           | 0.06%                                  |
|                                                                                                                | 2.                                                | 50001-100000      | 8.83%                                  |
|                                                                                                                | 3.                                                | 100001-150000     | 56.43%                                 |
|                                                                                                                | 4.                                                | Above 150000      | 34.68%                                 |
|                                                                                                                |                                                   | Total             | 100%                                   |
| (e) Geographical classification of borrowers :                                                                 | Top 5 states borrower wise                        |                   |                                        |
|                                                                                                                | Sl. No.                                           | Top 5 states      | Percentage of AUM                      |
|                                                                                                                | 1                                                 | KARNATAKA         | 23.13%                                 |
|                                                                                                                | 2                                                 | KERALA            | 25.38%                                 |
|                                                                                                                | 3                                                 | TAMILNADU         | 12.12%                                 |
|                                                                                                                | 4                                                 | TELANGANA         | 10.15%                                 |
|                                                                                                                | 5                                                 | Others            | 29.22%                                 |
|                                                                                                                | Total                                             | 100%              |                                        |
| K. Details of loans, overdue and classified as non-performing assets (NPA) in accordance with RBI stipulations |                                                   |                   |                                        |
| (a) Movement of gross NPA (As per latest audited                                                               | Movement of gross NPA*                            | Rs. in Cr         |                                        |
|                                                                                                                | Opening gross NPA                                 | 21.52             |                                        |
|                                                                                                                | - Additions during the year                       | 3.70              |                                        |

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|                                                     |                                                                                                                                                                                                                                                                                       |                               |
|-----------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------|
| <b>Financials)</b><br><b>Movement of Gross NPA</b>  | - Reductions during the year                                                                                                                                                                                                                                                          | <b>NIL</b>                    |
|                                                     | -FLDG Invocation                                                                                                                                                                                                                                                                      | <b>NIL</b>                    |
|                                                     | -Write off                                                                                                                                                                                                                                                                            | <b>0.62</b>                   |
|                                                     | <b>Closing Gross NPA</b>                                                                                                                                                                                                                                                              | <b>24.60</b>                  |
|                                                     | <p><i>*Please indicate the gross NPA recognition policy (Day's Past Due): 90</i><br/> AUM of New book (Owned) as on 30th June 26 is Rs 314.44 cr and the GNPA is 5.24%<br/> AUM of New book (Owned &amp; Managed) as on 30<sup>th</sup> June 26 is 556.3 cr and the GNPA is 3.07%</p> |                               |
| <b>(b)</b><br><b>Movement of provisions for NPA</b> | <b>Movement of provisions for NPA</b>                                                                                                                                                                                                                                                 |                               |
|                                                     | <b>Rs. in Cr</b>                                                                                                                                                                                                                                                                      |                               |
|                                                     | Opening balance                                                                                                                                                                                                                                                                       | <b>7.28</b>                   |
|                                                     | Provisions made during the year                                                                                                                                                                                                                                                       | <b>1.13</b>                   |
|                                                     | Less: Provisions written back                                                                                                                                                                                                                                                         | <b>NIL</b>                    |
|                                                     | Less: Write offs                                                                                                                                                                                                                                                                      | <b>0.62</b>                   |
|                                                     | <b>Closing balance</b>                                                                                                                                                                                                                                                                | <b>7.79</b>                   |
| <b>(c) Segment wise gross NPA</b>                   | <u>Segment wise gross NPA (As on June 30 , 2026)</u>                                                                                                                                                                                                                                  |                               |
|                                                     | <b>Sl. No.</b>                                                                                                                                                                                                                                                                        | <b>Segment-wise gross NPA</b> |
|                                                     | <b>Gross NPA (%)</b>                                                                                                                                                                                                                                                                  |                               |
|                                                     | 1.                                                                                                                                                                                                                                                                                    | Mortgage Loan                 |
|                                                     | 2.                                                                                                                                                                                                                                                                                    | Business Loan                 |
|                                                     | 3.                                                                                                                                                                                                                                                                                    | Corporate Personal Loan       |
|                                                     | 4.                                                                                                                                                                                                                                                                                    | Supply Chain Finance          |
|                                                     | 5.                                                                                                                                                                                                                                                                                    | Retail Finance                |
|                                                     |                                                                                                                                                                                                                                                                                       | <b>Total</b>                  |
|                                                     |                                                                                                                                                                                                                                                                                       | <b>5.24%</b>                  |
|                                                     | <p><b>AUM of New book (Owned) as on June 30, 2026 is Rs. 314.44 cr and the GNPA is 5.24%</b></p> <p><b>AUM of New book (Owned &amp; Managed) as on June 30, 2026 is 556.3 cr and the GNPA is 3.07%</b></p>                                                                            |                               |

| <b>L. Residual maturity profile of assets and liabilities (in line with the RBI format):</b>                                                                                       |                |                       |                        |                        |                     |                   |                    |          |        |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|-----------------------|------------------------|------------------------|---------------------|-------------------|--------------------|----------|--------|
| <u>Residual maturity profile of assets and liabilities</u><br><b>*FCA — Foreign Currency Assets; *FCL — Foreign Currency Liabilities. Unhedged Foreign Currency Exposure: NIL.</b> |                |                       |                        |                        |                     |                   |                    |          |        |
| Category                                                                                                                                                                           | Upto 3–31 days | >1 mont h – 2 mont hs | >2 mont hs – 3 mont hs | >3 mont hs – 6 mont hs | >6 mont hs – 1 year | >1 year – 3 years | >3 years – 5 years | >5 years | Total  |
| <b>Deposit</b>                                                                                                                                                                     | NA             | NA                    | NA                     | NA                     | NA                  | NA                | NA                 | NA       | NA     |
| <b>Loans &amp; Advances</b>                                                                                                                                                        | 14.70          | 11.37                 | 10.31                  | 28.06                  | 45.85               | 205.83            | 8.42               | 0.00     | 324.54 |
| <b>Other Inflows</b>                                                                                                                                                               | 43.46          | 0.86                  | 0.00                   | 0.00                   | 0.00                | 8.24              | 5.08               | 0.00     | 57.64  |
| <b>Investments (FDs)</b>                                                                                                                                                           | 25.00          | 22.60                 |                        |                        |                     |                   |                    |          | 47.60  |

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|                       |      |      |       |       |       |        |      |        |        |
|-----------------------|------|------|-------|-------|-------|--------|------|--------|--------|
| <b>Borrowings</b>     | 7.13 | 6.55 | 14.14 | 40.62 | 97.89 | 101.00 | 0.00 | 0.00   | 267.33 |
| <b>Equity</b>         | 0.00 | 0.00 | 0.00  | 0.00  | 0.00  | 0.00   | 0.00 | 151.72 | 151.72 |
| <b>Other Outflows</b> | 4.42 | 0.73 | 0.95  | 1.37  | 0.95  | 2.32   |      |        | 10.74  |
| <b>FCA*</b>           | NA   | NA   | NA    | NA    | NA    | NA     | NA   | NA     | NA     |
| <b>FCL*</b>           | NA   | NA   | NA    | NA    | NA    | NA     | NA   | NA     | NA     |

- 5.20 Details of all default/s and/or delay in payments of interest and principal of any kind of term loans, debt securities, commercial papers (including technical delay) and other financial indebtedness including corporate guarantee or letters of comfort issued by the Issuer, in the preceding three years and the current financial year:**

No default/delay

- 5.21 Any material event/ development or change having implications on the financials/credit quality (e.g. any material regulatory proceedings against the Issuer/promoters, litigations resulting in material liabilities, corporate restructuring event etc.) at the time of Issue which may affect the Issue or the investor's decision to invest / continue to invest in the non-convertible securities/commercial paper.**

None

- 5.22 Any litigation or legal action pending or taken by a Government Department or a statutory body during the last three years immediately preceding the year of the issue of the issue document against the promoter of the Issuer;**

NIL

- 5.23 Details of default and non-payment of statutory dues for the preceding three financial years and current financial year.**

NIL

- 5.24 Details of pending litigation involving the issuer, promoter, director, subsidiaries, group companies or any other person, whose outcome could have material adverse effect on the financial position of the Issuer, which may affect the issue or the investor's decision to invest / continue to invest in the debt securities and/ or non-convertible redeemable preference shares.**

NIL

- 5.25 Details of acts of material frauds committed against the Issuer in the preceding three financial years and current financial year, if any, and if so, the action taken by the issuer.**

NIL

- 5.26 Details of pending proceedings initiated against the issuer for economic offences, if any.**

None

- 5.27 Related party transactions entered during the preceding three financial years and current financial year with regard to loans made or, guarantees given or securities provided.**

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Please refer to the Section 6.25 of the General Information Document. The details of related party transactions for the financial year ended 31<sup>st</sup> March 2026 and quarter ended 30<sup>th</sup> June 2026 is as under:

| Name of the related party and nature of transaction      | 30-06-2026 | 31-03-2026 | 31-03-2025 | 31-03-2024 |
|----------------------------------------------------------|------------|------------|------------|------------|
| <b>Remuneration</b>                                      |            |            |            |            |
| Key Managerial Persons                                   | NA         | NA         | NA         | NA         |
| <b>Financial Services Income</b>                         |            |            |            |            |
| NA                                                       | NA         | NA         | NA         | NA         |
| <b>Interest and other income received on Loans given</b> |            |            |            |            |
| MLR Auto Limited                                         | NA         | NA         | NA         | 1.11       |
| <b>Subvention Income</b>                                 |            |            |            |            |
| MLR Auto Limited                                         | NA         | NA         | NA         | NA         |
| <b>Other Administrative Expenses</b>                     |            |            |            |            |
| Greaves Cotton Limited                                   | 0.18       | 0.21       | 0.14       | 0.24       |
| <b>Repayment of loans to</b>                             |            |            |            |            |
| Greaves Cotton Limited                                   | 16.00      | 41.00      | 30.00      | NA         |
| <b>Issue of Equity Shares</b>                            |            |            |            |            |
| Greaves Cotton Limited                                   | 49.99      | 21.99      | 63.00      | 40.00      |
| <b>Rent Income</b>                                       |            |            |            |            |
| Greaves Cotton Limited                                   | 0.01       | 0.06       | 0.07       | 0.22       |
| <b>Interest Expenses on Loans taken</b>                  |            |            |            |            |
| Greaves Cotton Limited                                   | 0.03       | 0.36       | 1.57       | 1.37       |

**5.28 In case the issuer is a Non-Banking Finance Company (NBFC) and the objects of the issue entail loan to any entity who is a 'group company' then disclosures shall be made in the following format.**

Not Applicable. The proceeds raised from the Issue will be used solely for the Purpose mentioned in the Section 6 (*Summary terms*).

**5.29 In order to allow investors to better assess the issue, the following additional disclosures shall be made by the issuer in the issue documents:**

- (i) **A portfolio summary with regards to industries/ sectors to which borrowings have been granted by NBFCs:**
- (ii) **Quantum and percentage of secured vis-à-vis unsecured borrowings granted by NBFCs:**
- (iii) **Any change in promoters' holdings in NBFCs during the preceding financial year beyond the threshold specified by the Reserve Bank of India from time to time:**

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Please refer to Section 6.27 of the General Information Document.

**5.30 Consent of directors, auditors, bankers to 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.**

| PARTICULARS           | CONSENT                                                                                                                                                                                                           |
|-----------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Directors             | The Board of Directors have provided their consent vide their resolution dated June 19, 2026. The Committee of the Board of Directors have provided their consent vide their resolution dated September 24, 2026. |
| Auditors              | The consent of the auditors, to the extent required, has been or will be duly obtained.                                                                                                                           |
| Bankers to issue      | Not applicable                                                                                                                                                                                                    |
| Trustee               | The consent of the Debenture Trustee, to the extent required, has been or will be duly obtained                                                                                                                   |
| Solicitors /Advocates | Not applicable                                                                                                                                                                                                    |
| Legal Advisors        | Not applicable                                                                                                                                                                                                    |
| Lead Manager          | Not applicable                                                                                                                                                                                                    |
| Registrar             | Consent letter has been obtained from KFin Technologies Limited.                                                                                                                                                  |
| Lenders               | The consent of the lenders of the Issuer, to the extent required, have been or will be duly obtained.                                                                                                             |
| Experts               | Not Applicable                                                                                                                                                                                                    |

**5.31 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 Securities and Exchange Board of India (Debenture Trustees) Regulations, 1993 made accessible through a web-link or a static quick response code displayed in the issue document:**

Provided that in case the issuer files a general information document or shelf prospectus, the issuer may disclose a copy of the letter obtained from the debenture trustee consenting to its appointment instead of the agreement.

**Explanation:** In case the issuer files a key information document or tranche prospectus in accordance with these regulations, the issuer shall disclose a copy of the agreement stated above.

The Debenture Trustee of the proposed Debentures is Vardhman Trusteeship Private Limited. Vardhman Trusteeship Private Limited has given its written consent for its appointment as debenture trustee to the Issue and inclusion of its name in the form and context in which it appears in this Key Information Document and in all the subsequent periodical communications sent to the Debenture Holders. The consent letter from Debenture Trustee and the Debenture Trustee agreement is provided in Annexure II and Annexure VII of this Key Information Document, respectively.

**5.32 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 issue document.**

Not Applicable

**5.33 Disclosure of cash flow with date of interest/dividend/ redemption payment as per day count convention**

(a) *The day count convention for dates on which the payments in relation to the non-*

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***convertible securities which need to be made, should be disclosed:***

Please refer to the sub-sections named "*Day Count Basis*" and "*Business Day Convention*" under Section 6 (*Summary terms*) of this Key Information Document.

**(b) *Procedure and time schedule for allotment and issue of securities should be disclosed:***

The issue schedule for the issue of the Debentures is as follows:

| PARTICULARS                                   | DATE               |
|-----------------------------------------------|--------------------|
| Issue Opening Date                            | September 28, 2026 |
| Issue Closing Date                            | September 28, 2026 |
| Pay In Date                                   | September 29, 2026 |
| Deemed Date of Allotment                      | September 29, 2026 |
| Date of earliest closing of the issue, if any | N.A.               |

Please also refer Section 8 (*Other Information and Application Process*) of this Key Information Document.

**(c) *Cash flows emanating from the non-convertible securities shall be mentioned in the issue document, by way of an illustration:***

The cashflows emanating from the Debentures, by way of an illustration, are set out under **Annexure V** (*Illustration of Bond Cashflows*) of this Key Information Document.

**5.34 Disclosures pertaining to Wilful Defaulter:**

- (a) The following disclosures shall be made if the issuer or its promoter or director is declared Wilful Defaulter:**
- (i) Name of the bank declaring as a Wilful Defaulter: NIL**
  - (ii) The year in which it was declared as a Wilful Defaulter: NIL**
  - (iii) Outstanding amount when declared as a Wilful Defaulter: NIL**
  - (iv) Name of the entity declared as a Wilful Defaulter: NIL**
  - (v) Steps taken, if any, for the removal from the list of Wilful Defaulters: NIL**
  - (vi) Other disclosures, as deemed fit by the issuer in order to enable investors to take informed decisions: Not Applicable**
  - (vii) Any other disclosure as specified by the Board: NIL**
- (b) The fact that the issuer or any of its promoters or directors is a Wilful Defaulter shall be disclosed prominently on the cover page with suitable cross-referencing to the pages: NIL**

**5.35 Undertaking by the Issuer:** Please refer Section 9 (*Undertaking*) of this Key Information Document.

**5.36 Risk Factors:** Please refer Section 3 (*Risk Factors*) of this Key Information Document.

**5.37 Attestation by Directors:** Please refer Section 10 (*Declaration by the Directors*) of this Key Information Document

**5.38 Other details:**

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**(a) Creation of Debenture Redemption Reserve ("DRR") – relevant legislations and applicability:**

Please refer Section 6.36(a) of the General Information Document for the details in respect of the creation of DRR.

**(b) Issue / instrument specific regulations - relevant details (Companies Act, 2013 (18 of 2013), guidelines issued by the Reserve Bank of India, etc.):**

The Issue of Debentures shall be in conformity with the applicable provisions of the Companies Act including the relevant notified rules thereunder, the SEBI NCS Regulations, the SEBI LODR Regulations, the Debenture Trustees Regulations, the SEBI Listed Debentures Circulars, and other RBI guidelines and SEBI guidelines applicable to issuance of non-convertible debentures by NBFCs on a private placement basis.

**(c) Default in payment:**

Please refer to the sub-section named "*Default Interest Rate*" of Section 6 (*Summary Terms*) in respect of the additional interest in the event of a default on payment or any other event of default.

**(d) Delay in listing:**

In accordance with the SEBI NCS Regulations read together with the SEBI Listing Timelines Requirements, the Issuer confirms that in the event there is any delay in listing of the Debentures beyond 3 (three) Business Days from the date of closure of issue on the EBP Platform in respect of the issue for the Debentures, the Issuer will pay to the Debenture Holders, penal interest of 1% (one percent) per annum over the Interest Rate, from the date of allotment of the Debentures until the listing of the Debentures is completed.

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

- (i) The Debentures shall be/have been deemed to be allotted to the Debenture Holders on the Deemed Date of Allotment. All benefits relating to the Debentures are available to the Debenture Holders from the Deemed Date of Allotment.
- (ii) If the Issuer fails to allot the Debentures to the Applicants within 60 (sixty) calendar days from the date of receipt of the Application Money ("**Allotment Period**"), it shall repay the Application Money to the Applicants within 15 (fifteen) calendar days from the expiry of the Allotment Period ("**Repayment Period**").
- (iii) If the Issuer fails to repay the Application Money within the Repayment Period, then the Issuer shall be liable to repay the Application Money along with interest at the Interest Rate, gross of withholding taxes, from the expiry of the Allotment Period.

**(f) Issue details:** Please refer to Section 6 (*Summary Terms*) of this Key Information Document

**(g) Application process:**

The application process for the Issue is as provided in Section 8 (*Other Information and Application Process*) of this Key Information Document.

**(h) Disclosure required under Form PAS-4 under Companies (Prospectus and Allotment of Securities), Rules, 2014 but not contained in this schedule, if any:**

The finalised form of the PPOA prepared in accordance with the Form PAS 4 prescribed under

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the Companies (Prospectus and Allotment of Securities) Rules, 2014 shall be enclosed in the ANNEXURE XV of this Key Information Document.

- (i) **Project details: gestation period of the project; extent of progress made in the project; deadlines for completion of the project; the summary of the project appraisal report (if any), schedule of implementation of the project:**

Not applicable

**5.39 The issue document shall include the following other matters and reports, namely:**

- (a) ***If the proceeds, or any part of the proceeds, of the issue of the debt securities 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 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.***

Not Applicable. The proceeds from the issue of Debentures will be utilised in accordance with the Purpose (as set out in Section 6 (Summary Terms) below).

- (b) ***In purchase or acquisition of any immoveable property including indirect acquisition of immoveable 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.***

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*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 in clause (g) of paragraph 3.3.41 of this Schedule. 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.*

NIL

(c) *If:*

- (i) *the proceeds, or any part of the proceeds, of the issue of the debt securities 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.*

NIL

(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 issuer 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 issuer 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 subsidiary in the manner as provided in paragraph (c) (ii) above.*

NIL

- (e) **The broad lending and borrowing policy including summary of the key terms and conditions of the term loans such as re-scheduling, prepayment, penalty, default; and where such lending or borrowing is between the issuer and its subsidiaries or associates, matters relating to terms and conditions of the term loans including re-scheduling, prepayment, penalty, default shall be disclosed.**

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Please refer Section 6.37(e) of the General Information Document for the broad lending and borrowing policy of the Issuer.

- (f) The aggregate number of securities of the issuer company and its subsidiary companies purchased or sold by the promoter group, and by the directors of the company which is a promoter of the issuer company, and by the directors of the issuer company and their relatives, within six months immediately preceding the date of filing the issue document with the Registrar of Companies are as follows.**

NIL

- (g) The matters relating to: (i) Material contracts; (ii) Time and place at which the contracts together with documents will be available for inspection from the date of issue document until the date of closing of subscription list.**

The following contracts, not being contracts entered into in the ordinary course of business carried on by the Issuer or entered into more than 2 (two) years before the date of this Key Information Document, which are or may be deemed material, have been entered into by the Issuer.

The contracts and documents referred to hereunder are material to the Issue, may be inspected at the registered office of the Issuer between 10.00 am to 4.00 pm on all Business Days.

| S. No. | Nature of Contract                                                                                                                                                       |
|--------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1      | Certified true copy of the memorandum of association, the articles of association, and the certificate of incorporation of the Issuer.                                   |
| 2      | Board Resolution dated June 19, 2026 and resolution of the fund-raising committee of the board of directors dated September 24, 2026 authorizing the issue of Debentures |
| 3      | Shareholders Resolution dated July 27, 2026 authorizing the issue of non-convertible debentures by the Issuer.                                                           |
| 4      | Copies of Annual Reports of the Issuer for the last three financial years.                                                                                               |
| 5      | Credit rating letter from the Rating Agency dated August 26, 2026, rating rationale from the Rating Agency dated August 26, 2026 along with detailed press release.      |
| 6      | Letter from Debenture Trustee dated September 22, 2026, giving its consent to act as Debenture Trustee. (" <b>Consent Letter</b> ").                                     |
| 7      | Letter for Registrar and Transfer Agent dated September 23, 2026.                                                                                                        |
| 8      | Certified true copy of the tripartite agreement between the Issuer, the Registrar & Transfer Agent and the NSDL/CDSL                                                     |
| 9      | In-principle approval from BSE for listing of Debentures.                                                                                                                |
| 10     | The due diligence certificate(s) issued by the Debenture Trustee pursuant to the SEBI Debenture Trustees Master Circular and the other SEBI Listed Debentures Circulars. |
| 11     | The Transaction Documents (including the Debt Disclosure Documents).                                                                                                     |

- (h) Reference to the relevant page number of the audit report which sets out the details of the related party transactions entered during the three financial years immediately preceding the issue of issue document.**

Please refer Page No. 33 (Note No. 30) of the audit report for the Financial Year ended March 31, 2024 and Page No. 32 (Note No. 23) of the audit report for the Financial Year ended March 31, 2025, Page No. 58 (Note No. 38) of the audit report for the Financial Year ended March 31, 2026

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which sets out the details of the related party transactions entered into by the Issuer.

- (i) The summary of reservations or qualifications or adverse remarks of auditors in the three financial years immediately preceding the year of issue of issue document, and of their impact on the financial statements and financial position of the Issuer, and the corrective steps taken and proposed to be taken by the Issuer for each of the said reservations or qualifications or adverse remarks.**

NIL

- (j) The details of (i) any inquiry, inspections or investigations initiated or conducted under the securities laws or Companies Act, 2013 (18 of 2013) or any previous companies law, (ii) prosecutions filed, if any (whether pending or not); and (iii) fines imposed or offences compounded, in the three years immediately preceding the year of issue of issue document in the case of the Issuer being a company and all of its subsidiaries.**

The Issuer hereby confirms that there has been no instance of (i) any inquiry, inspections or investigations initiated or conducted under the securities laws or Companies Act, 2013 (18 of 2013) or any previous companies law, (ii) prosecutions filed, if any (whether pending or not); and (iii) fines imposed or offences compounded, in the three years immediately preceding the year of issue of issue document in the case of the Issuer being a company and all of its subsidiaries.

- (k) The details of acts of material frauds committed against the issuer in the preceding three financial years and current financial year, if any, and actions taken by the issuer.**

Nil

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## SECTION 6: SUMMARY OF TERMS

|                                                                                                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|----------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Security Name<br>(Name of the non-convertible securities which includes (Coupon / dividend, Issuer Name and maturity year) | 10.50% Greaves Finance Limited December 2028                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| Issuer                                                                                                                     | Greaves Finance Limited                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| Arranger                                                                                                                   | Not Applicable                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| Type of Instrument                                                                                                         | Senior, secured, listed, rated, fully paid up, transferable, taxable, redeemable, non-convertible debentures                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| Nature of Instrument<br>(Secured or Unsecured)                                                                             | Secured                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| Seniority (Senior or subordinated)                                                                                         | Senior                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| Eligible Investors                                                                                                         | As specified in Section 8.14 ( <i>Eligible Investors</i> ).                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| Listing (name of stock Exchange(s) where it will be listed and timeline for listing)                                       | <p>(a) The Debentures are proposed to be listed on the WDM of the BSE. The Debentures shall be listed within 3 (Three) working days from the Issue Closing Date ("<b>Listing Period</b>").</p> <p>(b) The Issuer shall ensure that the Debentures continue to be listed on the WDM segment of the BSE.</p> <p>(c) In the event there is any delay in listing of the Debentures beyond the Listing Period, the Issuer will pay to the Debenture Holders, a penal interest of 1% (one percent) per annum over the applicable Coupon Rate from the Deemed Date of Allotment until the listing of the Debentures is completed.</p> |
| Rating of Instrument                                                                                                       | <p>IND A-/Stable (Pronounced as "A Minus with Stable Outlook") by the Rating Agency.</p> <p>The Issuer/Investor(s) reserves the right to obtain an additional credit rating from any SEBI registered Credit Rating Agency for full or part of the Issue size, which shall be at least equivalent to the prevailing credit rating to the Issue.</p>                                                                                                                                                                                                                                                                             |
| Credit Rating Agency                                                                                                       | India Ratings and Research Private Limited                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| Series                                                                                                                     | Not Applicable                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| Issue Size                                                                                                                 | Issue up to 5000 (five thousand) senior, secured, rated, listed, redeemable, transferable, non-convertible debentures each having a face value of INR 1,00,000 (Indian Rupees One Lakh Only) aggregating to INR 50,00,00,000 (Indian Rupees Fifty Crore Only).                                                                                                                                                                                                                                                                                                                                                                 |
| Minimum subscription                                                                                                       | The minimum subscription size for the Issue shall be 100 (one hundred) Debentures bearing face value INR 1,00,000 (Indian Rupees One Lakh) each and in multiples of 1 (one ) Debenture thereafter.                                                                                                                                                                                                                                                                                                                                                                                                                             |
| Option to retain oversubscription (Amount)                                                                                 | Not Applicable                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |

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|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Objects of the Issue / Purpose for which there is requirement of funds                                                                                                | <p>The Issue Proceeds equivalent to 100% (hundred percent) of the funds raised by the issue of the Debentures will be utilized only towards the on-lending purpose or investments in liquid mutual funds or fixed deposits (subject to such investments in liquid mutual funds or fixed deposits shall not more than 90 (ninety) days from the Deemed Date of Allotment).</p> <p><b>The Issuer shall NOT use the proceeds towards:</b></p> <ul style="list-style-type: none"> <li>(a) Any capital market instrument such as equity, debt, debt linked and equity linked instruments or any other capital market related activities other than in the manner as specified above;</li> <li>(b) Any speculative purposes;</li> <li>(c) Investment in the real estate sector, including the acquisition of land, and/or any other real estate business;</li> <li>(d) Providing/extending unsecured loans/consumer credit or making any inter-corporate deposits to/in any subsidiary and/or associate Issuer;</li> <li>(e) Providing any bill discounting facilities;</li> <li>(f) Making any repayment of any loans availed from its directors and/or promoters; and/or</li> <li>(g) In contravention of any Applicable Law (including but not limited to the NBFC Directions and the guidelines, rules or regulations of the RBI applicable to non-banking financial companies).</li> </ul> |
| 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 in the following format: | Not Applicable                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| Details of the utilization of the Proceeds                                                                                                                            | <p>The Issue Proceeds equivalent to 100% (hundred percent) of the funds raised by the issue of the Debentures will be utilized only towards the on-lending purpose or investments in liquid mutual funds or fixed deposits (subject to such investments in liquid mutual funds or fixed deposits shall not more than 90 (ninety) days from the Deemed Date of Allotment).</p> <p><b>The Issuer shall NOT use the proceeds towards:</b></p> <ul style="list-style-type: none"> <li>(a) Any capital market instrument such as equity, debt, debt linked and equity linked instruments or any other capital market related activities other than in the manner as specified above;</li> <li>(b) Any speculative purposes;</li> <li>(c) Investment in the real estate sector, including the acquisition of land, and/or any other real estate business;</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |

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|--------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                                                                                  | <p>(d) Providing/extending unsecured loans/consumer credit or making any inter-corporate deposits to/in any subsidiary and/or associate Issuer;</p> <p>(e) Providing any bill discounting facilities;</p> <p>(f) Making any repayment of any loans availed from its directors and/or promoters; and/or</p> <p>(g) In contravention of any Applicable Law (including but not limited to the NBFC Directions and the guidelines, rules or regulations of the RBI applicable to non-banking financial companies).</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| Coupon Rate/Interest Rate                                                                        | 10.50% (ten decimal point five zero percent) per annum payable monthly.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| Step Up Coupon Rate                                                                              | <p>In case of downgrade of the credit rating/outlook or assignment of any new credit rating which is lower than the credit rating/outlook of the Debentures on the date of allotment of the Debentures ("<b>Step Up Event</b>"), the Coupon Rate for the balance period would increase by 0.35% (zero decimal three five percent) for each notch downgrade in credit rating/outlook, with effect from the credit rating downgrade date ("<b>Step Up</b>").</p> <p>Following any Step Up, if the relevant Step Up Event is cured or rectified to the satisfaction of the Debenture Trustee, the prevailing Step Up Coupon Rate shall be decreased by 0.35% (zero decimal three five percent) for each instance of curing or rectification, effective from the date of such curing. The decreased rate cannot be lower than the original Coupon Rate.</p> <p>In case credit rating from multiple rating agencies is available, upon downgrade, the lowest rating available for long term borrowing shall be considered for the purpose of calculation of the effective Step Up Coupon Rate.</p> |
| Coupon Payment Frequency                                                                         | Monthly and on Final Redemption Date                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| Coupon Payment Dates                                                                             | The Coupon shall be payable on a monthly basis and on the Final Redemption Date (subject to the Business Day convention). The coupon payment dates are specifically set out in Annexure V hereto.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| Cumulative / non-cumulative, in case of dividend                                                 | Not Applicable                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| Coupon Type (Fixed, floating or other structure)                                                 | Fixed                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| Coupon Rate Reset Date(s)                                                                        | Not Applicable                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| Coupon Reset Process (including rates, spread, effective date, interest rate cap and floor etc.) | Not Applicable                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| Day Count Basis                                                                                  | Actual / Actual Basis                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| Interest on Application Money                                                                    | At the Coupon Rate (subject to deduction of tax at source, as applicable) from the date of realization of cheque(s)/demand draft(s)/RTGS up to one day prior to the Deemed                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |

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|--------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                                                                                              | Date of Allotment. Where pay-in Date and Deemed date of Allotment are the same, no interest on Application money is to be paid.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| Default Interest Rate                                                                                        | Without prejudice to the other rights of the Debenture Trustee: <ul style="list-style-type: none"> <li>(a) Payment Default: Additional coupon at 2% (two per cent) per annum over and above the applicable Coupon Rate on all amounts outstanding, from the date of occurrence of such Payment Default until cured or Debentures fully redeemed.</li> <li>(b) Delay in execution of DTD and/or DOH and/or filing CHG-9 with ROC: Additional coupon at 2% per annum over the applicable Coupon Rate from the Issue Closing Date until DTD/DOH is executed/perfected.</li> <li>(c) Any other Event of Default or breach of financial covenants, management covenants, rating covenants, and reporting covenants: Additional coupon at 1% (one per cent) per annum over the applicable Coupon Rate on all amounts outstanding from the date of occurrence of such breach/default until the Debentures are fully redeemed or till the covenants criteria has been replenished.</li> </ul> |
| Tenor                                                                                                        | 27 (twenty seven) months from the Deemed Date of Allotment                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| Final Redemption Date / Maturity Date                                                                        | December 29 , 2028                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| Redemption Amount                                                                                            | Please see <b>Annexure V (Illustration of Bond Cashflows)</b> of this Key Information Document.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| Redemption Premium/ Discount                                                                                 | Not Applicable                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| Issue Price                                                                                                  | NR 1,00,000/- (Rupees One Lakh Only) per Debenture                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| Discount at which security is issued and the effective yield as a result of such discount                    | Not Applicable                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| Premium/Discount at which security is redeemed and the effective yield as a result of such premium/discount. | Not Applicable                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| Put Option                                                                                                   | Not Applicable                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| Put Date                                                                                                     | Not Applicable                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| Put Price                                                                                                    | Not Applicable                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| Call Option                                                                                                  | 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                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |

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| Call Notification Time (Timelines by which the Issuer need to intimate investor before exercising the call) | Not Applicable                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| Face Value                                                                                                  | INR 1,00,000 (Indian Rupees One Lakh only) per Debenture.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| Minimum Application and in multiples of thereafter                                                          | The minimum application size for the Issue shall be 100 (one hundred) Debentures and in multiples of 1 (one) Debenture thereafter.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| Minimum application and multiples of Debt securities thereafter                                             | The minimum application size for the Issue shall be 100 (one hundred) Debentures and in multiples of 1 (one) Debenture thereafter.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| Issue Timing                                                                                                | <b>Issue Opening Date:</b> September 28, 2026<br><b>Issue Closing Date:</b> September 28, 2026<br><b>Date of earliest closing of the Issue, if any:</b> NA<br><b>Pay-in Date:</b> September 29, 2026<br><b>Deemed Date of Allotment:</b> September 29, 2026                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| Settlement mode of the Instrument                                                                           | All coupon, principal repayments, additional coupon and other amounts, if any, payable by the Issuer to the Debenture Holders shall be paid to the Debenture Holders by electronic mode of transfer like RTGS/NEFT/direct credit to such bank account within India as the Debenture Holders' inform the Issuer in writing and which details are available with the Registrar.                                                                                                                                                                                                                                                                                                                                                |
| Depositories                                                                                                | NSDL and CDSL                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| Disclosure of Interest /Dividend / Redemption Dates                                                         | Please see <b>Annexure V (Illustration of Bond Cashflows)</b> of this Key Information Document                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| Record Date                                                                                                 | 15 (fifteen) Calendar days prior to each Due Date.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| All covenants of the issue (including side letters, accelerated payment clause, etc.)                       | Refer to the chapter titled " <i>Affirmative Covenants</i> ", " <i>Reporting Covenants</i> ", " <i>Financial Covenants</i> " below in this Section 6 ( <i>Summary Terms</i> ) of this Key Information Document.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| Optional Accelerated Redemption                                                                             | <p>The Debenture Holder shall have the right but not an obligation to require the Issuer to redeem the Debentures along with accrued coupon/interest upon the occurrence of any of the below mentioned events ("<b>Optional Accelerated Redemption Events</b>"):</p> <ol style="list-style-type: none"> <li>1. Breach of any of the covenants as mentioned under the Financial Covenants below;</li> <li>2. Breach of any of the covenants as mentioned under the Rating Covenants below;</li> <li>3. Breach of any of the covenants as mentioned under the Management Covenants below;</li> <li>4. Occurrence of Material Adverse Effect and the same is not cured within a period of 30 (Thirty) calendar days;</li> </ol> |

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|                                                                     | <p>5. Any legal or regulatory decision resulting in the suspension/revocation of the NBFC license/prohibition of further sanctions/disbursal/collection of Loans.</p> <p><b>Optional Accelerated Redemption</b></p> <p>(a) Upon occurrence of one or more of the Optional Accelerated Redemption Event(s) the Debenture Holder(s) may require the Issuer to redeem the Debentures pro rata, in part or in full (without payment of any Prepayment Premium) ("<b>Optional Accelerated Redemption Option</b>").</p> <p>(b) The occurrence of an Optional Accelerated Redemption Event will be determined by the Debenture Holders solely and at its discretion.</p> <p>(c) If the Debenture Trustee or a Debenture Holder wishes to exercise the Optional Accelerated Redemption Option, then upon occurrence, the Debenture Holder(s) shall immediately, and in any case not exceeding 2 (two) working days from the date of occurrence of such Optional Accelerated Redemption Event, intimate the Debenture Trustee for the redemption of all Outstanding Amounts in relation to the Debentures for which the Optional Accelerated Redemption Option is exercised as on the date of exercise of the Optional Accelerated Redemption Option ("<b>Optional Accelerated Redemption Date</b>").</p> <p>(d) The Issuer shall redeem such Debentures by paying Outstanding Amounts for such Debentures, to the exercising Debenture Holder(s) within 25 (twenty five) calendar days of the Optional Accelerated Redemption Date. Provided that if the Issuer fails to redeem such Debentures and pay Outstanding Amounts for such Debentures within the specified time period, the Issuer shall pay interest as per applicable SEBI NCS Regulations, for the period of delay.</p> <p>(e) For avoidance of doubt, to the extent permissible under the Applicable Law, a Debenture Holder may exercise the Optional Accelerated Redemption Option independently and would not be dependent upon the consent of the Majority Debenture Holders.</p> |
| Annual Review                                                       | The Debentures shall be subject to review on an annual basis or such other intervals at the option of the Debenture Holder. The Debenture Holder(s) shall have the right but not an obligation to require the Issuer to repay all outstanding amounts of the NCDs.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| Prepayment                                                          | <p>Any prepayment of the Outstanding Amounts of the Debentures by the Issuer, other than exercise of optional accelerated redemption/occurrence of any Event of Default, shall not be allowed up to 12 (Twelve) months from the Deemed date of Allotment.</p> <p>After the completion of 12 (Twelve) months from the Deemed Date of Allotment, the Issuer and the Debenture Holder may mutually agree to prepay the Outstanding Amounts only with the prior written approval of the majority Debenture Holder(s), subject to a prepayment penalty at the rate of 3% (Three Percent) on the Outstanding Amounts of the Debentures.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| Description regarding Security (where applicable) including type of | <p>(a) The Debentures shall be secured on or prior to the Deemed Date of Allotment in the following manner:</p> <p>(i) a first ranking exclusive and continuing Security Interest to be created</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |

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| <p>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, replacement of security, interest to the debenture holder over and above the coupon rate as specified in the Debenture Trust Deed and disclosed in the issue document.</p> | <p>in favour of the Debenture Trustee pursuant to an unattested deed of hypothecation, dated on or about the Effective Date, executed or to be executed and delivered by the Company in a form acceptable to the Debenture Trustee ("<b>Deed of Hypothecation</b>") over identified book debts/ Receivables of the Company as described therein ("<b>Hypothecated Assets</b>"), such that the value of the Hypothecated Assets shall at all times until the Final Settlement Date, be at least equal to 1.10 (one decimal one zero) times the value of the Outstanding Amounts of the Debentures ("<b>Security Cover</b>");</p> <p>(b) It is hereby clarified that the value of the Hypothecated Assets shall at all times until the Final Settlement Date, be at least equal to 1.10 (one decimal one zero) times the value of the Outstanding Amounts in respect of the Debentures ("<b>Security Cover</b>"). The Security Cover shall be maintained at all times until the Final Settlement Date.</p> <p>(c) The Company shall provide the Hypothecated Assets in the manner specified in the Deed of Hypothecation, PROVIDED THAT the Security Cover is maintained at all times until the Final Settlement Date.</p> <p>(d) In the event that the (i) value of the Hypothecated Assets is diminished; (ii) the Company is for any reason unable to maintain the Security Cover; or (iii) if any of the Hypothecated Assets cease to satisfy the Eligibility Criteria, then the Company shall, within 15 (fifteen) calendar days of the occurrence of any of the above events or such other time period as may be prescribed by the Debenture Holders, ensure that the value of the relevant Hypothecated Assets equals or exceeds the Security Cover by creating a first ranking, exclusive and continuing Security Interest by way of hypothecation over additional or new identified book debts/ Receivables of the Company or replacing such book debts/ Receivables of the Company that do not meet the Eligibility Criteria. The details in respect of such additional or new identified book debts/ Receivables of the Company secured in favour of the Debenture Trustee will be provided to the Debenture Trustee.</p> <p>(e) The value of the Hypothecated Assets for this purpose (for both initial and subsequent valuations) shall be the amount reflected as the value thereof in the books of accounts of the Company.</p> <p>(f) The Company shall create Security Interest over the Hypothecated Assets on or prior to the Deemed Date of Allotment and perfect such Security Interest by filing Form CHG-9 with the ROC and by ensuring and procuring that the Debenture Trustee files Form I with CERSAI in respect thereof and completing all required filings with the relevant Information Utility, within the time period prescribed in the Deed of Hypothecation.</p> <p>(g) The Issuer shall be liable to pay minimum 2% (two percent) per annum additional coupon (which shall not be over and above the interest levied for event of default), over and above the applicable Coupon Rate from the date on which the security cover falls below the Minimum Security Cover until reinstatement.</p> |
| <p>Eligibility Criteria</p>                                                                                                                                                                                                                                                                                                                                                                   | <p><b>Eligibility Criteria for the Hypothecated Assets ("Eligibility Criteria"):</b></p> <p>Commencing from the Effective Date until the Final Settlement Date:</p> <p>(a) each Receivable comprising the Hypothecated Assets must be current at all</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |

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|                           | <p>times, PROVIDED THAT up to the expiry of 60 (sixty) days from the Deemed Date of Allotment, the Issuer shall have the option to provide Receivables which are classified as 'standard' in line with Applicable Laws;</p> <p>(b) each Receivable comprising the Hypothecated Assets is existing at the time of selection and must not have been terminated or prepaid;</p> <p>(c) no Receivable comprising the Hypothecated Assets is a part of Co-Lending Receivables (other than during the Initial Period except if the Security Interest over the Co-Lending Receivables is extended in the manner specified in the Deed of Hypothecation and / or the Co-Lending Receivables are taken over by the Company in the manner specified in the Deed of Hypothecation;</p> <p>(d) no Receivable comprising the Hypothecated Assets should have been classified as "restructured" or "rescheduled" (determined in accordance with the criteria prescribed by the RBI) in the books of the Company;</p> <p>(e) no Receivable comprising the Hypothecated Assets should have been a retained portion of any direct assignment transaction;</p> <p>(f) each Receivable underlying the Hypothecated Assets is part of secured portfolio part originated after April 1, 2023;</p> <p>(g) Receivables comprising the Hypothecated Assets which are part of "B2B" or "business to business" and "E3WL5" or "three wheeler electric commercial vehicle" portfolio do not exceed 15% (fifteen percent) of the Hypothecated Assets;</p> <p>(h) each Receivable comprising the Hypothecated Assets must be in compliance with all applicable "know your customer" norms specified by the RBI, including under the master direction bearing reference number RBI/DOR/2025-26/361 dated November 28, 2025 issued by the RBI on "<i>Reserve Bank of India (Non-Banking Financial Companies – Know Your Customer) Directions, 2025</i>";</p> <p>(i) each Receivable comprising the Hypothecated Assets have been directly originated by the Company and not purchased from a third party (other than if the Co-Lending Receivables are taken over by the Company in the manner specified in the Deed of Hypothecation;</p> <p>(j) each Receivable comprising the Hypothecated Assets must be unencumbered (other than the Security Interest created pursuant to the Transaction Documents) and should not be subject to any other Security Interest;</p> <p>(k) the Hypothecated Assets shall not include receivables from lending to associate or subsidiary of the Company or Related Party(ies); and</p> <p>(l) each Receivable comprising the Hypothecated Assets is in compliance with all Applicable Law, including any guidelines/directions prescribed by the RBI.</p> |
| Un-dated Cheques ("UDCs") | <p>On or before the Deemed Date of Allotment, the Issuer shall provide un-dated cheques (being CTS 2010 Standard-compliant instruments) issued by the Issuer, duly signed by an authorised signatory authorised in this regard by the board of directors of the Issuer in the following manner:</p> <p>2 (two) UDCs towards the total interest payable on the Debentures and 2 (two) UDCs for an amount not exceeding the Outstanding Principal Amount for the Debentures.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |

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| Undertaking from the Promoter | <p>Greaves Cotton Limited ("<b>Promoter</b>") will execute an undertaking whereby they shall agree, covenant and confirm the following:</p> <p>(a) Until the Final Settlement Date, the Promoter shall not transfer, encumber the equity shares held by it in the Issuer, which will have an impact of reduction in their shareholding below 51% (fifty one percent) on fully diluted basis, without the prior written consent of the Debenture Trustee.</p> <p>(b) In case of any transaction which could result in reduction of shareholding below 51% (fifty one percent), the Issuer shall seek prior written consent/dissent by providing a written request, to all the Debenture Holder(s). The Debenture Holder(s) shall be required to provide its consent/dissent within 15 (fifteen) calendar days from the date of such notice ("<b>Promoter Notice Period</b>"). It is hereby clarified that, if the Debenture Holder(s) does not respond within the Promoter Notice Period, then it shall be considered as dissent.</p> <p>(c) In case the Debenture Holder(s) provides its dissent within the Promoter Notice Period, the Issuer shall ensure that the Promoter shall immediately, but not later than 2 (two) Business Days from the expiry of the Promoter Notice Period, pledge the equity shares held by them in the Issuer in favour of the Debenture Trustee (acting on behalf of dissenting Debenture Holder(s)) , for an amount equivalent to the Outstanding Amount of the Debentures, at a valuation of the equity shares, which shall be determined in a manner as the Promoter deems fit and proper which shall in no event be more than the valuation agreed between the Promoter, the Issuer and the potential investor.</p> <p>(d) The Issuer shall mandatorily redeem the Debentures of such dissenting Debenture Holder(s) by making payment of the aggregate Outstanding Amounts in relation to the Debentures being redeemed (without any Prepayment Premium), within 25 (twenty five) calendar days from the expiry of the Promoter Notice Period or within 7 (Seven) calendar days from the date of the RBI's approval for such change in shareholding, whichever is later ("<b>Promoter Early Redemption</b>"). The pledge of shares created in terms of sub-section (c) above shall be released, only after the prepayment of the Outstanding Amounts in respect of the Debentures of such dissenting Debentures Holder(s), within the above stated period of the Early Redemption.</p> <p>(e) After expiry of the Promoter Notice Period and any time before the Promoter Early Redemption, the Promoter shall not transfer the shares of the Issuer held by it nor shall the Issuer issue any new equity, equity like instrument(s) or undertake any other transaction which could result in reduction of the shareholding of the Promoter in the Issuer falling below 51% (fifty one percent).</p> <p>(f) For the avoidance of doubt, if such transaction (i.e., reduction of the shareholding of the Promoter in the Issuer below 51% (fifty one percent) on a fully diluted basis in the Issuer) does not materialize or if the Promoter cancels the abovementioned transaction for any reason, then the pledge shall be immediately released and the status quo as on or before the date of pledge shall be restored.</p> <p>(g) The Promoter shall undertake and agree to indemnify the Debenture Trustee fully against any losses, damages, liabilities and expenses incurred or suffered by the Debenture Holders on the occurrence of any breach or non-performance of the aforementioned undertakings, warranties or obligations mentioned in the</p> |

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|                                      | <p>Promoter undertaking.</p> <p>(h) The Issuer shall procure and furnish the Debenture Holders/ Debenture Trustee with an undertaking duly authorized by the Board of Greaves Cotton Limited and signed by Chief Financial Officer of Greaves Cotton Limited, to that effect as a condition precedent for the Debentures.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| Transaction Documents                | <p>The Issuer has executed/shall execute the documents including but not limited to the following, as required, in connection with the Issue as per latest SEBI guidelines/ Companies Act 2013 (as applicable) for issuance of Debentures through private placement:</p> <p>(a) Debenture Trustee Agreement;</p> <p>(b) General Information Document and this Key Information Document;</p> <p>(c) Private placement offer letter (Form PAS-4);</p> <p>(d) Debenture Trust Deed;</p> <p>(e) Hypothecation Agreement;</p> <p>(f) Power of attorney relevant to the Hypothecation Agreement;</p> <p>(g) Undertaking from Greaves Cotton Limited; and</p> <p>(h) Such other documents as agreed between the Issuer and the Debenture Trustee.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| Conditions Precedent to Disbursement | <p><b>CONSTITUTIONAL DOCUMENTS AND AUTHORISATIONS</b></p> <p>(a) a copy of the Constitutional Documents certified as correct, complete and in full force and effect by an appropriate officer of the Issuer;</p> <p>(b) a copy of the registration as a non-banking financial company received by the Issuer from the RBI;</p> <p>(c) a copy of the resolution of the Issuer's board of directors/ committee of the Issuer's board of directors under Sections 42, 71 and 179 of the Companies Act, authorising the execution, delivery and performance of the Transaction Documents certified as correct, complete and in full force and effect by an appropriate officer of the Issuer;</p> <p>(d) a copy of the resolution of the board of directors of the Promoter enabling them to provide the Promoter Undertaking;</p> <p>(e) (to the extent applicable) a copy of the resolution of the shareholders of the Issuer under Section 42 of the Companies Act, certified as correct, complete and in full force and effect by an appropriate officer of the Issuer, along with a copy of the Form MGT-14 filed pursuant to such resolution and the challan copy under Section 117(1) of the Companies Act; and</p> <p>(f) (to the extent applicable) copies of the resolutions of the shareholders of the Issuer under Sections 180(1)(c) and 180(1)(a) of the Companies Act, certified as correct, complete and in full force and effect by an appropriate officer of the</p> |

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|  | <p>Issuer.</p> <p><b>TRANSACTION DOCUMENTS</b></p> <p>(g) execution, delivery and stamping of the Transaction Documents in a form and manner satisfactory to the Debenture Trustee;</p> <p><b>INTERMEDIARY DOCUMENTS</b></p> <p>(h) a copy of the rating letter and/or the rating rationale issued by the Rating Agency in relation to the Debentures;</p> <p>(i) a copy of the press release from the Rating Agency in relation to the Debentures;</p> <p>(j) a copy of the consent from the Debenture Trustee to act as the debenture trustee for the Issue;</p> <p>(k) a copy of the consent of the Registrar to act as the registrar and transfer agent for the Issue;</p> <p>(l) a copy of the tripartite agreement(s) executed between the Issuer and the Depositories;</p> <p><b>OTHERS</b></p> <p>(m) the most recent audited financial statements of the Issuer, together with (if applicable) the limited review financial statements of the Issuer for the period since the date of the most recent audited financial statements of the Issuer provided pursuant to the Conditions Precedent;</p> <p>(n) certified true copies of know-your-customer ("<b>KYC</b>") documents of the Issuer and the Promoter along with their legal entity identifier number;</p> <p>(o) duly completed certified/ self-attested KYC documents of authorized signatories of the Issuer who are executing the Transaction Documents;</p> <p>(p) a certificate from a chartered accountant addressed to the Debenture Trustee confirming as on the issue opening date (as more particularly set out under the Key Information Document) <i>inter alia</i>:</p> <p>(i) the issuance of the Debentures would not cause any borrowing, or similar limit binding on the Issuer to be exceeded;</p> <p>(ii) execution of the relevant security documents and creation of the Security Interest over the Transaction Security, would not breach any limits under the Constitutional Documents of the Issuer, the terms of any other contractual arrangements entered into by the Issuer or any limits prescribed by the shareholders or board of directors of the Issuer; and</p> <p>(iii) there are no proceedings or claims for the recovery of any Tax pending against the Issuer, including, without limitation, any income tax proceedings requiring it to obtain the consent of the assessing officer under Section 499(1) of the IT Act for the purpose of creating Security Interest over the Transaction Security;</p> |
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|                                    |    | <p>(q) a certificate from the management of the Issuer addressed to the Debenture Trustee confirming as on the Deemed Date of Allotment/the date of the certificate, <i>inter alia</i>:</p> <p>(i) all the Financial Indebtedness availed by the Issuer is standard in nature;</p> <p>(ii) the Issuer has not defaulted in making any payments in respect of any of its Financial Indebtedness;</p> <p>(iii) the Issuer has obtained all regulatory and statutory consents to issue Debentures; and</p> <p>(iv) (to the extent applicable) the Issuer is in compliance with the NBFC Directions;</p> <p>(r) a copy of the in-principle approval provided by the BSE in respect of the listing of the Debentures within the timelines prescribed under the SEBI Listing Timelines Requirements;</p> <p>(s) copies of the due diligence certificates from the Debenture Trustee in accordance with Chapter II (<i>Due Diligence by Debenture Trustees</i>) of the SEBI Debenture Trustees Master Circular and the SEBI NCS Regulations;</p> <p>(t) 2 (two) UDCs towards the total interest payable on the Debentures and 2 (two) UDCs for an amount not exceeding the Outstanding Principal Amount; and</p> <p>(u) such other information, documents, certificates, opinions and instruments as the Debenture Holders/Debenture Trustee may reasonably request.</p>                                                                                                                                                   |
| Conditions Subsequent Disbursement | to | <p>(a) the Issuer shall ensure that the Debentures are allotted to the respective Debenture Holders and are credited into the demat accounts of the relevant Debenture Holders within 2 (two) Business Days from the Deemed Date of Allotment or the timelines prescribed under SEBI Listing Timelines Requirements (whichever is earlier);</p> <p>(b) the Issuer shall make the application for listing of the Debentures, and obtain the listing of the Debentures within 3 (three) Business Days from the Deemed Date of Allotment or the timelines prescribed under the SEBI Listing Timelines Requirements (whichever is earlier);</p> <p>(c) the Issuer shall, on or prior to the utilisation of the Application Money received by the Issuer, or within 15 (fifteen) calendar days of the Deemed Date of Allotment, whichever is earlier, file a return of allotment of securities under Form PAS-3 of the Companies (Prospectus and Allotment of Securities) Rules, 2014 with the ROC along with a list of the Debenture Holders in Form PAS-5 and with the prescribed fee;</p> <p>(d) the Issuer shall maintain and file a copy of Form PAS-5 in accordance with the Companies (Prospectus and Allotment of Securities) Rules, 2014 in respect of the issuance of the Debentures;</p> <p>(e) the Issuer shall execute all necessary documents and deeds required for creation of the Transaction Security;</p> <p>(f) the Issuer shall in respect of the Hypothecated Assets, file Form CHG-9 with the</p> |

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|                                                                                                           | <p>ROC and shall ensure and procure that the Debenture Trustee files the prescribed Form I with CERSAI and completes all required filings with the relevant Information Utility, each within 30 (thirty) calendar days from the date of creation of the Security Interest over the relevant Hypothecated Assets;</p> <p>(g) the Issuer shall, within 2 (two) Business Days from the date of receipt, provide the Debenture Trustee with the copy of Form CHG-2 issued by the relevant Registrar of Companies in relation to the Form CHG-9 filed by the Issuer;</p> <p>(h) the Issuer shall submit the financial information relating to the Transaction Security to an Information Utility in the form and manner specified under the Insolvency and Bankruptcy Board of India (Information Utilities) Regulations, 2017 as amended within 30 (thirty) calendar days (or other such timeline as may be agreed between the Debenture Trustee and Issuer in writing) of the execution of the Deed;</p> <p>(i) the Issuer shall update the register of charges of the Issuer in the Form CHG-7 as required under the Companies Act, as amended from time to time;</p> <p>(j) the Issuer shall make the application for listing of the Debentures and obtain listing of the Debentures within the time period prescribed under the SEBI Listing Timelines Requirements;</p> <p>(k) the Issuer shall provide and / or submit all such post-listing disclosures as may be required to be submitted by it under Applicable Law (including but not limited to the SEBI NCS Regulations and the SEBI Listed Debentures Circulars) in no event later than the timelines prescribed thereunder;</p> <p>(l) the Issuer shall provide the details on utilisation of funds raised through the issue of Debentures duly certified by the Issuer's statutory auditor to the Debenture Trustee within stipulated timelines as per the SEBI LODR Master Circular;</p> <p>(m) the Issuer shall on or prior to making the application for listing, provide copies of the due diligence certificates from the Debenture Trustee in accordance with Chapter II (<i>Due Diligence by Debenture Trustees</i>) of the SEBI Debenture Trustees Master Circular and the SEBI NCS Regulations, as may be required for obtaining the listing of the Debentures; and</p> <p>(n) comply with such other condition and provide such other information and documents as the Debenture Holders/Debenture Trustee may reasonably request, or as may be required under Applicable Law.</p> |
| <p>Events of Default<br/>(including manner of voting /conditions of joining Inter Creditor Agreement)</p> | <p>Each of the events or circumstances set out in this Section (<i>Events of Default</i>) below is an Event of Default, if such event is not cured (if capable of being cured) within a period of 30 (thirty) calendar days from its occurrence, PROVIDED THAT no such cure period shall be applicable in case of a Payment Default, or the occurrence of any one or more of the events specified under paragraph (k) (<i>Security</i>), paragraph (m) (<i>Breach of Covenants</i>) and paragraph (n) (<i>Information Default</i>) below:</p> <p>(a) <b>Payment Defaults</b></p> <p>(i) The Issuer does not pay on the Due Date(s) any amount payable in terms of the Transaction Documents at the place at and in the currency in which it is expressed to be payable, unless its failure to pay is caused by technical error and payment is made within 1 (one) Business Day of</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |

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|  | <p>the relevant Due Date and / or the payment made by the Issuer is returned due to the bank details provided by Debenture Holder(s) being incorrect or invalid;</p> <p>(ii) An event of default shall have occurred if the Issuer:</p> <p>A. defaults in any payment of Financial Indebtedness beyond the period of grace if any, provided in the instrument or agreement under which such Financial Indebtedness was created;</p> <p>B. defaults in the observance or performance of any agreement or condition relating to any Financial Indebtedness the effect of which default or other event or condition is to cause or to permit the holder or holders of such Financial Indebtedness to cause (with the giving of notice or the passage of time or both would permit or cause) any such Financial Indebtedness to become due prior to its stated maturity; or</p> <p>C. any Financial Indebtedness of the Issuer is declared to be due and payable, or would permit to be prepaid other than by a regularly scheduled required prepayment, (whether or not such right shall have been waived) prior to the stated maturity thereof,</p> <p>PROVIDED THAT if the above-mentioned Event of Default is capable of being remedied in the sole discretion of the Debenture Holder(s), the Majority Debenture Holder(s) may provide a cure period as deemed appropriate to them.</p> <p>It is hereby clarified that the Event of Default under this sub-Section (a)(ii) (<i>Payment Default</i>) shall not be triggered in any of the following circumstances, except where such circumstances give rise to a payment default in any Financial Indebtedness of the Issuer: (A) if the aforementioned default is contested in good faith and appropriate legal proceedings have been initiated to challenge such default; (B) if Financial covenants of the Issuer are maintained; and / or (C) the aforementioned default arises in the ordinary course of business.</p> <p>(iii) Failure of the Issuer to make payment of the aggregate amounts outstanding along with the accrued interest and other charges in relation to the Debentures within stipulated timelines in terms of the Transaction Documents upon occurrence of an Optional Accelerated Redemption Event or the early redemption events set out under this Key Information Document.</p> <p>(iv) The Issuer admits in writing its inability to pay its Debts as they fall due or suspends making payments on any of its Debts or by reason of actual financial difficulties commences negotiations with one or more creditors with a view to rescheduling its Financial Indebtedness.</p> <p>(b) <b>Material Adverse Effect</b></p> <p>The occurrence of a Material Adverse Effect, in the sole determination of the Debenture Trustee (acting on the instructions of the Majority Debenture Holders), which has not been remedied or rectified within a period of 30 (thirty)</p> |
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|     | <p>calendar days of its occurrence.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| (c) | <p><b>Misrepresentation</b></p> <p>Any representation or warranty made by the Issuer in any Transaction Document or in any certificate, financial statement or other document delivered to the Debenture Trustee/ Debenture Holders by the Issuer is/are incorrect, false or misleading in any respect when made or deemed made.</p>                                                                                                                                                                                                                                                                                                                                                                              |
| (d) | <p><b>Unlawfulness</b></p> <p>It is or becomes unlawful for the Issuer to perform any of its obligations under the Transaction Documents and/or any other obligation of the Issuer under any transaction documents are not or cease to be valid, binding or enforceable.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| (e) | <p><b>Repudiation</b></p> <p>The Issuer repudiates any of the Transaction Documents, or evidences an intention to repudiate any of the Transaction Documents.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| (f) | <p><b>Legal Proceedings</b></p> <p>If one or more legal or governmental proceedings are initiated against the Issuer or any claims are made against the Issuer, which in the opinion of the Debenture Trustee (acting on the instructions of the Majority Debenture Holders), may impair the Issuer's ability to perform its obligations undertaken in terms of the Transaction Documents or which has a Material Adverse Effect.</p>                                                                                                                                                                                                                                                                             |
| (g) | <p><b>Creditors' Process and Expropriation</b></p> <p>Any Governmental Authority including without limitation, the Central Bureau of Investigation ("CBI"), Directorate of Enforcement, Serious Fraud Investigation office ("SFIO"), condemns, nationalizes, seizes, expropriates or otherwise assumes custody or control of all or any substantial part of the business, operations, property or other Assets (including assets forming part of the Transaction Security) of the Issuer or of its share capital, or takes any action for the dissolution of the Issuer or any action that would prevent the Issuer or its officers from carrying on all or a substantial part of its business or operations.</p> |
| (h) | <p><b>Authorisations; Licenses</b></p> <p>(i) The Issuer's organizational status or any licenses or franchise is revoked or suspended by any Governmental Authority after the Issuer has exhausted all remedies and appeals relating thereof.</p> <p>(ii) Surrender, revocation or suspension of the Issuer's certificate of registration as a non-banking financial Issuer issued by the RBI provided that this shall not apply where such certificate of registration is surrendered pursuant to obtaining a banking license.</p>                                                                                                                                                                               |
| (i) | <p><b>Insolvency/Inability to Pay Debts</b></p> <p>(i) In the event that an application for corporate insolvency resolution process of the Issuer is filed or any form of communication indicating an intention to file such application is issued or any creditor of the Issuer takes any steps requesting the filing of such application, in each</p>                                                                                                                                                                                                                                                                                                                                                           |

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|  | <p>case, by the appropriate regulator, under the IBC and the Insolvency and Bankruptcy (Insolvency and Liquidation Proceedings of Financial Service Providers and Application to Adjudicating Authority) Rules, 2019;</p> <p>(ii) If the Issuer commences any voluntary proceedings under any applicable bankruptcy, insolvency, winding up or other similar Applicable Law (including by passing any resolution of the board or the shareholders/creditors of the Issuer) or consents to the entry of an order for relief in an involuntary proceeding under any such Applicable Law, or consents to the appointment of or the taking of possession by a receiver, liquidator, assignee (or similar official) for any or a substantial part of its Assets; and / or</p> <p>(iii) If a petition is admitted for the winding up of the Issuer under the Companies Act, and the same is not stayed or dismissed within a period of 15 (fifteen) calendar days of its filing;</p> <p>(j) <b><i>Liquidation, Insolvency or Dissolution of the Issuer / Appointment of Receiver, Resolution Professional or Liquidator</i></b></p> <p>Any order passed by a court of competent jurisdiction in relation to:</p> <p>(i) the suspension of payments, a moratorium of any Financial Indebtedness, winding-up, dissolution, administration or reorganization (by way of voluntary arrangement, scheme of arrangement or otherwise) of the Issuer;</p> <p>(ii) the composition, compromise, assignment or arrangement with any creditor of the Issuer;</p> <p>(iii) the appointment of a liquidator, receiver or similar other officer in respect of a composition, compromise, assignment or arrangement with any creditor of the Issuer;</p> <p>(iv) enforcement of any Security Interest over any Assets or any analogous procedure or step is taken in any jurisdiction;</p> <p>(v) any other event occurs or proceeding is instituted that under any Applicable Law would have an effect analogous to any of the events listed in paragraph (i), (ii), (iii) and (iv) above;</p> <p>(k) <b><i>Security</i></b></p> <p>(i) The Issuer fails to create and/or perfect the Transaction Security within the timelines prescribed in the Transaction Documents and/or in the manner prescribed in the Transaction Documents.</p> <p>(ii) The value of the Hypothecated Assets is insufficient to maintain the Security Cover or the Issuer fails to maintain the Security Cover (including by way of providing additional/alternate Security Interest to the satisfaction of the Debenture Trustee) within the timelines prescribed in the relevant Transaction Documents.</p> <p>(iii) Any of the Transaction Documents fails to provide the Security Interest, powers or privileges intended to be created thereby (including the</p> |
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|                                   | <p>priority intended to be created thereby), or such Security Interests failing to have the priority contemplated under the Transaction Documents, or the Security Interest becoming unlawful, invalid or unenforceable as determined by a court of competent jurisdiction.</p> <p>(l) <b>Business</b></p> <p>The Issuer ceases to carry on its business or any substantial part thereof or gives notice of its intention to do so.</p> <p>(m) <b>Breach of Covenants</b></p> <p>Any breach of the covenants set out in the sub-Sections titled “<i>Financial Covenants</i>”, “<i>Rating Covenants</i>”, “<i>Negative Covenants</i>” and “<i>Management Covenants</i>” of this Section 6 (<i>Summary Terms</i>) or an obligation having Material Adverse Effect under the Transaction Documents.</p> <p>(n) <b>Information Default</b></p> <p>Any failure by the Issuer to share information requested by the Debenture Holder(s) within 15 (fifteen) calendar days of such request.</p> <p>(o) <b>Fraud and Embezzlement</b></p> <p>Any material act of fraud, embezzlement, misstatement, misappropriation or siphoning off of the funds or revenues of the Issuer or the Promoter or any other act having a similar effect being committed by the management or an officer of the Issuer or the Promoter.</p> <p>(p) <b>Criminal Offence</b></p> <p>The Promoter and/or the directors/ or the key managerial personnel of the Issuer are arrested or convicted of a criminal offence involving moral turpitude, dishonesty or which otherwise impinges on the integrity of the Promoter and/or the directors and/ or the key managerial personnel of the Issuer, including any convictions of any offence relating to bribery or being declared a willful defaulter.</p> <p>(q) <b>Financial Markets</b></p> <p>Any order/ judgement passed by any court of competent jurisdiction against the Issuer resulting in debarment of the Issuer for raising funds from the Indian financial markets.</p> <p>(r) <b>Mergers and Amalgamations</b></p> <p>The Issuer has taken any action or has suffered any action for reorganization of its capital or any rearrangement, merger or amalgamation without prior approval of the Debenture Holders in terms of this Key Information Document or the Debenture Truste Deed.</p> |
| Consequences of Events of Default | <p>If one or more Events of Default occur(s), the Debenture Trustee may, on the instructions of the Majority Debenture Holders (or in case of a Payment Default, on the instructions of any of the Debenture Holder(s)) in accordance with this Key Information Document,</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |

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|                                   | <p>by a notice in writing to the Issuer initiate the following course of action:</p> <ul style="list-style-type: none"> <li>(a) accelerate the redemption of the Debentures;</li> <li>(b) declare that all or part of the Secured Obligations be immediately due and payable, whereupon they shall become immediately due and payable;</li> <li>(c) enforce the Transaction Security in such a manner as the Debenture Holders may deem fit, including purchasing the Hypothecated Assets or causing the Hypothecated Assets to be securitized (in whole or in part) and sold to a special purpose vehicle against the amounts outstanding under the Debentures;</li> <li>(d) deposit of the UDCs;</li> <li>(e) disclosure of information to the relevant Governmental Authorities or other authorities such as Credit Information Bureau (India) Limited and/or any other agency so authorized by the RBI in any such manner that deem fit to the Debenture Trustee;</li> <li>(f) exercise all the rights and remedies available to it in such manner as Debenture Holder may deem fit without intervention of the courts and without having to obtain any consent of the Issuer;</li> <li>(g) without prejudice to its other rights hereunder or under IBC or any other Applicable Law, in its sole discretion to exercise all the rights, powers and remedies vested in it for the protection, perfection and enforcement of its rights in respect of the Transaction Security created in favour of the Debenture Trustee;</li> <li>(h) appoint a Nominee Director as per the terms of this Key Information Document and under Applicable Law; and / or</li> <li>(i) take all such other action, and exercise such other right as is permitted under this Key Information Document, the other Transaction Documents or under Applicable Law, including any action that may be required for the purposes of protecting the interests of the Debenture Holders.</li> </ul> |
| Creation of recovery expense fund | <p>The Issuer hereby undertakes and confirms that it shall, within the time period prescribed under Chapter IV (<i>Recovery Expenses Fund</i>) of the SEBI Debenture Trustees Master Circular, establish and maintain the Recovery Expense Fund in such manner/mode as is prescribed under Chapter IV (<i>Recovery Expenses Fund</i>) of the SEBI Debenture Trustees Master Circular and the Recovery Expense Fund Circular.</p> <p>As per Chapter IV (<i>Recovery Expenses Fund</i>) of the SEBI Debenture Trustees Master Circular read with the Recovery Expense Fund Circular, an issuer proposing to list debt securities shall deposit an amount equal to 0.01% (zero decimal zero one percent) of the issue size subject to maximum of INR 25,00,000 (Indian Rupees Twenty Five Lakh) per issuer towards the Recovery Expense Fund with the 'designated stock exchange', as identified and disclosed in the Key Information Document.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| Right to Re-purchase and Re-issue | <p>The Issuer, subject to prevailing guidelines, shall have the option from time to time to repurchase a part or all of the Debentures, on prior mutual consent(s) from the debenture holder(s), at any time prior to the date of maturity. The Issuer shall also have the power to reissue, cancel, keep alive, appoint nominee(s) to hold or reissue such repurchased/redeemed Debentures.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |

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| Conditions for breach of covenants (as Specified in Debenture Trust Deed) | Please refer to the sub-Section titled <i>“Events of Default (including manner of voting / condition of joining Inter Creditor Agreement”</i> of this Section 6 ( <i>Summary Terms</i> ).                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| Provisions related to Cross Default Clause                                | <p>An event of default shall have occurred if the Issuer:</p> <ul style="list-style-type: none"> <li>(a) defaults in any payment of Financial Indebtedness beyond the period of grace if any, provided in the instrument or agreement under which such Financial Indebtedness was created;</li> <li>(b) defaults in the observance or performance of any agreement or condition relating to any Financial Indebtedness the effect of which default or other event or condition is to cause or to permit the holder or holders of such Financial Indebtedness to cause (with the giving of notice or the passage of time or both would permit or cause) any such Financial Indebtedness to become due prior to its stated maturity; or</li> <li>(c) any Financial Indebtedness of the Issuer is declared to be due and payable, or would permit to be prepaid other than by a regularly scheduled required prepayment, (whether or not such right shall have been waived) prior to the stated maturity thereof,</li> </ul> <p>PROVIDED THAT if the above-mentioned Event of Default is capable of being remedied in the sole discretion of the Debenture Holder(s), the Majority Debenture Holder(s) may provide a cure period as deemed appropriate to them.</p> <p>It is hereby clarified that the Event of Default under this sub-Section titled <i>“Provisions related to Cross Default Clause”</i> of this Section 6 (<i>Summary Terms</i>) shall not be triggered in any of the following circumstances, except where such circumstances give rise to a payment default in any Financial Indebtedness of the Issuer: (A) if the aforementioned default is contested in good faith and appropriate legal proceedings have been initiated to challenge such default; (B) if Financial covenants of the Issuer are maintained; and / or (C) the aforementioned default arises in the ordinary course of business.</p> |
| Role and Responsibilities of Debenture Trustee                            | To oversee and monitor the overall transaction for and on behalf of the Debenture Holder(s), as per the terms of the Transaction Documents.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| Financial Covenants                                                       | <ul style="list-style-type: none"> <li>(a) The Issuer shall, commencing from the Effective Date until the Final Settlement Date comply with the following covenants (<b>“Financial Covenants”</b>): <ul style="list-style-type: none"> <li>(i) maintain a ratio of X:Y of not more than 3.25x (three decimal two five times), where X is Total Debt and Y is Tangible Net Worth;</li> <li>(ii) maintain a Capital Adequacy Ratio not less than 22.5% (twenty two decimal five percent) or as per applicable RBI regulation, whichever is higher. PROVIDED THAT, Tier 1 Capital forming part of the above Capital Adequacy Ratio shall be at least 20% (twenty percent);</li> </ul> <p><i>For the purpose of calculation of Capital Adequacy Ratio: (A) credit enhancements provided by the Issuer on securitization shall be reduced from Tier 1 Capital and Tier 2 Capital without any ceiling. The deduction shall be made on the basis of 50% (fifty percent) from Tier 1 Capital and 50% (fifty percent) from Tier 2 Capital; (B) first/second loss default guarantees provided by the Issuer on co-lending/business</i></p> </li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |

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|  | <p><i>correspondent portfolio shall be reduced from the Tier 1 Capital without any ceiling; and (iii) in computing the amount of subordinated debt eligible for inclusion in Tier 2 Capital, the aforementioned subordinated debt shall be subject to discounting as prescribed by RBI.</i></p> <p>(iii) maintain a ratio of A:B not exceeding 4% (four percent) of the Total Loan Portfolio, where A is PAR&gt;90 and the previous 12 (twelve) months' write off, and settlement loss and the previous 12 (twelve) months' first loss default guarantee invocation amount for the new portfolio of the Issuer (generated after April 1, 2023), and B is the Total Loan Portfolio;</p> <p>(iv) maintain a ratio of X:Y not exceeding 14% (fourteen percent) where X is the Net NPAs in the new portfolio of the Issuer (generated after April 1, 2023) and Y is the Tangible Net Worth;</p> <p>(v) maintain a minimum Tangible Net-worth of INR 100,00,00,000 (Indian Rupees One Hundred Crore);</p> <p>(vi) ensure that the post-tax net income of the Issuer (excluding any extraordinary income) remains positive from the third quarter of Financial Year 2027 and every quarter thereafter;</p> <p>(vii) maintain minimum liquidity amount equivalent to the next 1 (one) month's Debt obligations after including put options/interest reset on liabilities in the form of unencumbered Cash and Cash equivalents;</p> <p>(viii) ensure that the Loans provided in the "B2B" and the "E3WL5" segment do not exceed 18% (eighteen percent) of the Total Loan Portfolio generated after April 1, 2023, and that Loans provided in the "E3WL5" segment alone do not exceed 15% (fifteen percent) of the Total Loan Portfolio generated after April 1, 2023;</p> <p>(ix) ensure that there are no negative mismatches on cumulative basis in any of the buckets till the succeeding 1 (one) year of ALM statement after incorporating all the liabilities of the Issuer including put options/ interest reset etc. in any form whatsoever (if any);</p> <p><i>It is hereby clarified that assets will include all the unencumbered cash and cash equivalents maturing across all the buckets of the ALM as part of the opening asset balance. Unutilized bank lines, undisbursed committed sanctions of the company and cash credit limits shall not be taken into account while testing the same.</i></p> <p>(x) Ensure that it does not prepay any loans or redeem any non-convertible debentures (whether voluntarily or mandatorily) before their stated maturity such that it leads to a negative mismatch on cumulative basis in any of the buckets of asset liability management ("ALM") statement till the succeeding 1 (one) year of ALM statement after incorporating all the liabilities of the Issuer including put options/ interest reset etc. in any form whatsoever (if any);</p> <p><i>It is hereby clarified that unutilized bank lines, undisbursed committed sanctions of the company and cash credit limits shall not be taken into account while testing the same.</i></p> <p>(xi) ensure that except for Related Party transactions being conducted on</p> |
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|  | <p>an arms' length basis and in the ordinary course of business, the Issuer does not enter into or perform any transaction(s) with a Related Party without prior written intimation to the Debenture Trustee, It is hereby clarified that, the Issuer shall not, without the prior written consent of the Debenture Trustee, enter into any transaction(s) in the nature of loans or advances to a Related Party or provide any guarantee for any Financial Indebtedness of a Related Party whereby the overall outstanding liability by/to the Issuer under all such transactions exceeds 10% (ten percent) of the Net Worth;</p> <p>(xii) ensure that the Issuer does not undertake any form of wholesale lending (except lending in the nature of vehicle loans in the regular course of business, and/or trade advances to dealers where the Issuer is a financier) / investments, including but not limited to direct loans to non-banking financial companies, fintech entities or other corporate entities except with the prior written consent of the Debenture Trustee (acting on the instructions of the Majority Debenture Holders); and</p> <p>(xiii) ensure that in the event the Promoter extends any contractual comfort / guarantee in respect of any Financial Indebtedness of the Issuer at any point in time during the currency of the Debentures, the same shall be deemed to be provided for the benefit of the Debenture Trustee as well. In this regard, the Issuer shall ensure that the Promoter forthwith executes all the necessary documents as may be required by the Debenture Holder(s) within 30 (thirty) calendar days from the date of issuance of such contractual comfort / guarantee.</p> <p>(b) The Financial Covenants under this sub-Section titled "<i>Financial Covenants</i>" of this Section 6 (<i>Summary Terms</i>) shall be tested, until the Final Settlement Date, on each Quarterly Date, on the basis of the consolidated and standalone financial statements of the Issuer, starting from September 30, 2026.</p> <p>(c) The Issuer shall provide to the Debenture Trustee a certificate from a statutory auditor evidencing compliance with Financial Covenants on or prior to the expiry of 45 (forty five) calendar days from each Quarterly Date.</p> <p>(d) The Issuer shall provide the Debenture Trustee access to all such additional information that it may deem necessary for the purposes of monitoring and evaluating the compliance of the Issuer with the financial covenants set out in this sub-Section titled "<i>Financial Covenants</i>" of this Section 6 (<i>Summary Terms</i>).</p> <p>(e) In case of breach of any of the financial covenants above, the Issuer shall pay additional coupon at the rate of 1% (one percent) per annum over and above the applicable Coupon Rate on all amounts outstanding from the date of occurrence of such a breach, until the Debentures are fully redeemed or till the covenants criteria has been replenished.</p> <p>(f) The Issuer hereby agrees with the Debenture Trustee that it shall not undertake any modification to the above financial covenant without obtaining prior written consent of the Majority Debenture Holders. Provided however, that in the event the Issuer seeks a prior written consent from all the Debenture Holder(s) in relation to any action under any of the above financial covenants that the Company proposes to modify and the Majority Debenture Holders do not respond within a period 45 (forty five) calendar days from the date of written notice, the consent of the Majority Debenture Holders shall be deemed to be provided to the Issuer for undertaking any such modification and the Issuer shall</p> |
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|                       | be permitted to undertake such modification without obtaining any further consent from the Majority Debenture Holder(s).                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| Affirmative Covenants | <p>The Issuer shall:</p> <p>(a) <b>Use of Proceeds</b></p> <p>use the proceeds of the Issue only for the Purpose and in accordance with Applicable Law and the Transaction Documents and shall not use the proceeds for the purposes set out in this Key Information Document, PROVIDED THAT the Issuer shall not be in breach of this covenant solely because it temporarily parks undeployed proceeds in liquid mutual funds and/or fixed deposits with scheduled commercial banks, pending on-lending, for up to 90 days from the Deemed Date of Allotment. Any interest or income earned during such parking shall also be applied only towards the Purpose. This interim parking is merely an operational step on the way to on-lending, and not a deviation from, or alternate use of, the proceeds;</p> <p>(b) <b>Costs and Expenses</b></p> <p>pay all reasonable and actual costs, charges and expenses incurred by the Debenture Trustee directly towards protection of the Debenture Holders' interests and as covered in the Transaction Documents;</p> <p>(c) <b>Payment of Rents, etc.</b></p> <p>pay all rents, royalties, taxes, rates, levies, cesses, assessments, impositions and outgoings, governmental, municipal or otherwise imposed upon or payable by the Issuer as and when such amounts are payable under Applicable Law;</p> <p>(d) <b>Preserve Corporate Status</b></p> <p>(i) diligently preserve and maintain its corporate existence and status;</p> <p>(ii) comply with all applicable acts, authorisations, consents, permissions, rules, regulations, orders and directions of any Governmental Authority; and</p> <p>(iii) ensure that it does not do any act or thing whereby its right to transact its business might or could be terminated or whereby payment of the Outstanding Amounts might or would be hindered or delayed;</p> <p>(e) <b>Pay Stamp Duty</b></p> <p>pay all such stamp duty (including any additional stamp duty), other duties, taxes, charges and penalties, if and when the Issuer may be required to pay according to the Applicable Laws. In the event the Issuer fails to pay such stamp duty, other duties, taxes and penalties as aforesaid, the Debenture Trustee shall be at liberty (but shall not be bound) to pay such amounts and the Issuer shall reimburse the aforementioned amounts to the Debenture Trustee on demand. PROVIDED THAT the Issuer shall not be liable for penalties or duties caused by delays/failures of Debenture Trustee or Debenture Holders;</p> <p>(f) <b>Furnish Information to Debenture Trustee</b></p> <p>(i) provide to the Debenture Trustee or its nominee(s)/agent(s) such</p> |

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|  | <p>information/copies of relevant extracts as they may reasonably require on any matters relating to the business of the Issuer or to investigate the affairs of the Issuer;</p> <p>(ii) allow the Debenture Trustee to make such examination and investigation as and when deemed necessary and shall furnish the Debenture Trustee with all such information as they may require and shall pay all reasonable costs, charges and expenses incidental to such examination and investigation;</p> <p>(iii) provide to the Debenture Trustee or its nominee(s)/agent(s) such information/copies of relevant extracts as they may require for the purpose of filing any relevant forms with any Governmental Authority (including but not limited to the CERSAI) in relation to the Debentures and the Hypothecated Assets;</p> <p>(iv) furnish reports to the Debenture Trustee any and all information required to be provided to the Debenture Holders under Applicable Law;</p> <p>(g) <b>Redressal of Grievances</b></p> <p>promptly and expeditiously attend to and redress the grievances, if any, of the Debenture Holders, in accordance with Applicable Law. The Issuer further undertakes that it may take into account the directions that may be given in this regard, from time to time, by the Debenture Trustee and shall advise the Debenture Trustee periodically of the compliance;</p> <p>(h) <b>Comply with Investor Education and Protection Fund Requirements</b></p> <p>If applicable, comply with the provisions of the Companies Act relating to transfer of unclaimed/ unpaid amounts of coupon on Debentures and redemption of Debentures to Investor Education and Protection Fund ("IEPF"), if applicable to it. The Issuer hereby further agrees and undertakes that until the Final Settlement Date it shall abide by the regulations, rules or guidelines/listing requirements if any, issued from time to time by the Ministry of Corporate Affairs, RBI, SEBI or any other competent Governmental Authority;</p> <p>(i) <b>Corporate Governance; Fair Practices Code</b></p> <p>comply with any corporate governance requirements applicable to the Issuer (as may be prescribed by the RBI, or any other Governmental Authority) and the fair practices code prescribed under the master direction bearing reference number DOR.MCS.REC.No.281/01-01-039/2025-26 dated November 28, 2025 issued by the RBI on "<i>Reserve Bank of India (Non-Banking Financial Companies – Responsible Business Conduct) Directions, 2025</i>";</p> <p>(j) <b>Further Assurances</b></p> <p>(i) provide details of any litigation, arbitration or administrative proceedings that may have a Material Adverse Effect;</p> <p>(ii) comply with any monitoring and/or servicing requests/calls from the Debenture Trustee on a quarterly basis and at such other time periods as the Debenture Trustee may reasonably request;</p> |
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|  | <p>(iii) execute and/or do, at its own expense, all such deeds, assurances, documents, instruments, acts, matters and things, in such form and otherwise as the Debenture Trustee may reasonably or by Applicable Law require or consider necessary in relation to enforcing or exercising any of the rights and authorities of the Debenture Trustee;</p> <p>(iv) obtain, comply with the terms of and do all that is necessary to maintain in full force and effect all authorizations and licenses necessary to enable it to lawfully enter into and perform its obligations under the Debenture Trust Deed or to ensure the legality, validity, enforceability or admissibility in evidence in India of the Debenture Trust Deed;</p> <p>(v) comply with:</p> <p>(A) all Applicable Law (including but not limited to the Companies Act, the environmental, social and taxation related laws, all directions issued by the RBI to non-banking financial companies), as applicable in respect of the Debentures and obtain such regulatory approvals as may be required from time to time;</p> <p>(B) the SEBI Debenture Trustees Regulations as in force from time to time, in so far as they are applicable to the Debentures and furnish to the Debenture Trustee such data, information, statements and reports as may be deemed necessary by the Debenture Trustee in order to enable them to comply with the provisions of Regulation 15 of the SEBI Debenture Trustees Regulations thereof in performance of their duties in accordance therewith to the extent applicable to the Debentures;</p> <p>(C) the provisions of the Companies Act in relation to the Issue;</p> <p>(D) ensure that, at time of making any payment of interest or repayment of the principal amount of the Debentures in full or in part, the Issuer shall do so in the manner that is in accordance with Applicable Law relating to Tax but without, in any way requiring the Issuer to incur any additional costs, expenses or taxes and the Issuer shall avail of all the benefits available under any treaty applicable to the Issuer and/or the Debenture Holders; and</p> <p>(E) if so required, the terms of Chapter XI (Operational framework for transactions in defaulted debt securities post maturity date/ redemption date) of the SEBI Listed NCDs Master Circular, and provide all details/intimations to the Debenture Trustee, the Depositories, and BSE (as the case may be) in accordance with the provisions therein;</p> <p>(vi) to the extent applicable, it will submit to the Debenture Trustee, on a quarterly basis, a certificate from the statutory auditor of the Issuer giving the value of receivables/book debts; and</p> <p>(vii) it will provide all necessary assistance and cooperation to, and permit the Debenture Trustee to conduct periodical checks, verifications, due diligence and other inspections (at such frequency and within such</p> |
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|  | <p>timelines as may be determined by the Debenture Trustee) in respect of the books and accounts of the Issuer and the Hypothecated Assets;</p> <p>(k) <b>Security</b></p> <p>the Issuer hereby further agrees, declares and covenants with the Debenture Trustee as follows:</p> <p>(i) the Debentures shall be secured by way of a first ranking exclusive and continuing Security Interest on the Hypothecated Assets in favour of the Debenture Trustee for the benefit of the Debenture Holders, on or prior to the Deemed Date of Allotment;</p> <p>(ii) all the Hypothecated Assets that will be charged to the Debenture Trustee under the Deed of Hypothecation shall always be kept distinguishable and held as the exclusive property of the Issuer specifically appropriated to the Transaction Security and be dealt with only under the directions of the Debenture Trustee;</p> <p>(iii) the Issuer shall not create any Security Interest upon or over the Hypothecated Assets or any part thereof except in favour of the Debenture Trustee nor will it do or allow anything that may prejudice the Transaction Security;</p> <p>(iv) the Debenture Trustee shall be at liberty to incur all costs and expenses as may be necessary to preserve the Transaction Security and to maintain the Transaction Security undiminished and claim reimbursement thereof;</p> <p>(v) the Issuer shall create the Security Interest over the Hypothecated Assets as contemplated in the Transaction Documents on or prior to the Deemed Date of Allotment by executing the duly stamped Deed of Hypothecation;</p> <p>(vi) the Issuer shall register and perfect the Security Interest created thereunder by filing Form CHG-9 with the concerned ROC and ensuring and procuring that the Debenture Trustee files the prescribed Form I with CERSAI reporting the Security Interest created to the CERSAI in relation thereto in accordance with the timelines set out in the Deed of Hypothecation;</p> <p>(vii) the Issuer shall, at the time periods set out in the Deed of Hypothecation, provide a list of the Hypothecated Assets to the Debenture Trustee over which the Security Interest is created and subsisting by way of hypothecation in favour of the Debenture Trustee (for the benefit of the Debenture Holders) and sufficient to maintain the Security Cover;</p> <p>(viii) the Issuer shall, within the timelines prescribed under the Deed of Hypothecation, add fresh Receivables / Loans to the Hypothecated Assets so as to ensure that the Security Cover is maintained or replace such Hypothecated Assets that do not satisfy the Eligibility Criteria;</p> <p>(ix) the Issuer shall, on a half yearly basis, as and when required by the Debenture Trustee, give full particulars to the Debenture Trustee of all</p> |
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|  | <p>the Hypothecated Assets from time to time;</p> <p>(x) furnish and verify all statements, reports, returns, certificates and information from time to time and as required by the Debenture Trustee in respect of the Hypothecated Assets;</p> <p>(xi) furnish and execute all necessary documents to give effect to the Hypothecated Assets;</p> <p>(xii) the Hypothecated Assets shall fulfil the Eligibility Criteria;</p> <p>(xiii) nothing contained herein shall prejudice the rights or remedies of the Debenture Trustee and/or the Debenture Holders in respect of any present or future Security Interest, guarantee obligation or decree for any indebtedness or liability of the Issuer to the Debenture Trustee and/or the Debenture Holders;</p> <p>(xiv) the Debenture Holders shall have a beneficial interest in the Hypothecated Assets of the Issuer which have been charged to the Debenture Trustee to the extent of the Outstanding Amounts of the Debentures under this Key Information Document;</p> <p>(xv) the Issuer shall forthwith upon demand by the Debenture Trustee, reimburse to the Debenture Trustee all amounts paid by the Debenture Trustee to reasonably protect the Hypothecated Assets and such amounts shall be deemed to be secured by the Hypothecated Assets; and</p> <p>(xvi) the Issuer undertakes that the Hypothecated Assets on which the Security Interest has been / is proposed to be created to meet the Security Cover, are free from any encumbrances and in case the assets are encumbered, the permissions or consent to create any further Security Interest on the Hypothecated Assets has been obtained from the existing creditors to whom the assets are charged, prior to creation of the Security Interest in compliance with the regulation 48(2) of the SEBI NCS Regulations.</p> <p>(I) <b>Filings, Compliance with Applicable Law</b></p> <p>the Issuer hereby further agrees, declares and covenants with the Debenture Trustee as follows:</p> <p>(i) it will make the necessary filings of the documents mandated therein including (if required under Applicable Law) the return of allotment (Form PAS 3), Form CHG-9, and (if required under Applicable Law) record of the private placement offer and application letter (Form PAS 5) with the ROC and/or SEBI, within the timelines stipulated under the Act and the relevant rules thereunder and any other Applicable Law;</p> <p>(ii) the Issuer shall comply with the relevant provisions of the SEBI LODR Regulations applicable to listed entities which have listed their non-convertible securities, including (to the extent applicable), the provisions of Chapter II (Principles governing disclosures and obligations of listed entity), Chapter III (Common obligations of listed entities), Chapter IV (Obligations of a listed entity which has listed its specified securities and non-convertible debt securities), and Chapter</p> |
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|  | <p>V (Obligations of listed entity which has listed its non-convertible securities) of the SEBI LODR Regulations.</p> <p>(iii) it will provide all such assistance to the Debenture Trustee as may be required by it, to carry out the necessary due diligence and monitor the security cover in the manner as may be specified by SEBI from time to time. In this regard, in accordance with Chapter VI (Periodical/ Continuous Monitoring by Debenture Trustee) of the SEBI Debenture Trustees Master Circular, the Issuer undertakes and agrees to provide all relevant documents/information, as applicable, to enable the Debenture Trustee to submit the following reports/certifications to BSE in accordance with Chapter VI (Periodical/ Continuous Monitoring by Debenture Trustee) of the SEBI Debenture Trustees Master Circular:</p> <p>(A) a security cover certificate on a quarterly basis, within 60 (sixty) calendar days from each Quarterly Date (other than March 31 of the relevant Financial Year) and within 75 (seventy five) calendar days from March 31 of the relevant Financial Year or such other timelines as may be prescribed under Applicable Law in the format prescribed in the SEBI Debenture Trustees Master Circular;</p> <p>(iv) it will submit to the BSE, on a periodical basis and/or on an 'as and when' basis (depending upon the occurrence of any event), such information as prescribed under the SEBI Centralized Database Requirements, in such format as may be prescribed by the BSE;</p> <p>(v) it will provide/fill all such information as prescribed under the SEBI Centralized Database Requirements at the time of allotment of the International Securities Identification Number (ISIN) in respect of the Debentures;</p> <p>(vi) (if so required) it will submit to the Debenture Trustee, on an annual basis, a certificate from the statutory auditor of the Issuer in relation to the value of the book debts/ Receivables comprising the Hypothecated Assets; and</p> <p>(vii) it will provide such assistance as may be required by the Debenture Trustee to, prior to the creation of Security Interest over the Transaction Security to secure the Debentures, exercise independent due diligence to ensure that such Security Interest is free from any encumbrance or that the necessary consent(s) from other charge-holders (if applicable) have been obtained in the manner as may be specified by the SEBI from time to time;</p> <p>(m) <b>Execution of Transaction Documents</b></p> <p>in the event of any delay (solely attributable to the Issuer) in the execution of any Transaction Document (including the Debenture Trust Deed, or the Deed of Hypothecation) or the creation of security in terms thereof and/or any delay to perfect the security within the timelines prescribed under Applicable Law, the Issuer will, at the option of the Debenture Holders, either:</p> <p>(i) if so required by the Debenture Holders, refund the Application Money together with coupon (including coupon accrued) at the Interest</p> |
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|                     | <p>Rate/discharge the Secured Obligations; and/or</p> <p>(ii) pay to the Debenture Holders additional coupon at the rate of 2% (two percent) per annum on the Outstanding Amounts (including the Outstanding Principal Amounts and accrued coupon) in addition to the Interest Rate from the date of closing of the Issue until the relevant Transaction Document is duly executed or the security is duly created and/or perfected in terms thereof or the Secured Obligations are discharged (whichever is earlier);</p> <p>(n) <b>Internal Control</b></p> <p>maintain internal control consistent with the requirements of the RBI for the purpose of:</p> <p>(i) preventing fraud on amounts lent by the Issuer; and</p> <p>(ii) preventing money being used for money laundering or illegal purposes;</p> <p>(o) <b>Audit and Inspection</b></p> <p>subject to the providing of a prior notice of 15 (fifteen) calendar days, permit visits and inspection of books of records, documents and accounts to the Debenture Trustee and other authorised representatives of the Debenture Holders at such time periods as may be reasonably requested by them;</p> <p>(p) <b>Promoter and Promoter Debt</b></p> <p>(i) ensure that the Promoter furnishes to the Debenture Trustee, the Promoter Undertaking;</p> <p>(ii) ensure that the Promoter Debt, if any, shall at all times be contractually subordinated (in ranking and payment) to the Secured Obligations and that at any time after the occurrence of an Event of Default, Optional Accelerated Redemption Event, or the early redemption events set out under this Key Information Document no payments shall be made in respect of the Promoter Debt except with the express prior written consent of the Debenture Trustee (acting on the instructions of the Majority Debenture Holders);</p> <p>(q) <b>Information Utility Filings</b></p> <p>cooperate with the Debenture Trustee and/or the Debenture Holder(s) in connection with any assistance they may require for the purpose of submitting information in relation to the Debentures and the Transaction Documents to the Information Utility, and to confirm or authenticate all filings and information sought to be uploaded, and update or modify or rectify any errors in such financial information submitted.</p> |
| Reporting Covenants | <p>The Issuer shall provide or cause to be provided to the Debenture Trustee (with a copy to the Debenture Holder(s), if so requested), in form and substance satisfactory to the Debenture Trustee, each of the following items:</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |

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|  | <p>(a) as soon as available, and in any event within 120 (one hundred and twenty) calendar days after the end of each Financial Year of the Issuer, unless otherwise specified below:</p> <ul style="list-style-type: none"> <li>(i) its duly audited annual financial statements;</li> <li>(ii) a certificate from a director of the Issuer or its chief financial officer confirming that no Event of Default or Potential Event of Default has occurred or is subsisting;</li> <li>(iii) all information/ documents required to be submitted by the Issuer to the RBI on an annual basis in respect of such Financial Year; and</li> <li>(iv) Such other information as may be required to be provided by the Issuer under Applicable Law;</li> </ul> <p>(b) as soon as available, and in any event within 45 (forty five) calendar days after the end of each Quarterly Date, unless otherwise specified below:</p> <ul style="list-style-type: none"> <li>(i) its quarterly financials along with the relevant schedules thereto;</li> <li>(ii) a management information system report with data on operations, static portfolio cuts, Portfolio at Risk data, write-offs, restructured portfolio, monthly collection and monthly collection efficiency and monthly disbursement data in a format acceptable to the Debenture Holder(s);</li> <li>(iii) the list of the directors on the board of directors of the Issuer and the shareholding pattern of the Issuer;</li> <li>(iv) the details of transactions entered into by the Issuer with Related Parties and balances outstanding on a quarterly basis;</li> <li>(v) the debt profile of the Issuer (including, without limitation, the non-convertible debentures issued by the Issuer) with detailed terms of Debt availed by the Issuer;</li> <li>(vi) the ALM statement of the Issuer for such quarter;</li> <li>(vii) the liquidity position of the Issuer at the end of such quarter, in a format acceptable to the Debenture Holder(s);</li> <li>(viii) a certified copy of the filings/ returns filed by the Issuer with the RBI for and during such quarter;</li> <li>(ix) information on any fraud amounting to more than INR 5,00,000 (Indian Rupees Five Lakh);</li> <li>(x) (if applicable) a certificate from the management of the Issuer confirming that the Issuer is in compliance with the provisions relating to digital lending as specified under the master direction bearing reference no DOR.CRE.REC.266/07-01-008/2025-26 dated November 28, 2025 issued by the RBI on "<i>Reserve Bank of India (Non-Banking Financial Companies– Credit Facilities) Directions, 2025</i>";</li> </ul> |
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(This Key Information Document is neither a prospectus nor a statement in lieu of a prospectus)

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|     | <p>(xi) details with respect to change in any accounting practices/policies of the Issuer; and</p> <p>(xii) such other information as may be required to be provided by the Issuer under Applicable Law;</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| (c) | as soon as available, and in any event within 15 (fifteen) calendar days from the end of each month, a certificate from the authorized signatory of the Issuer (duly authorized by the board of directors of the Issuer) listing the Hypothecated Assets and the value thereof, on the letter head of the Issuer along with an "MS Excel" version of such details.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| (d) | <p>as soon as practicable and in any event within 7 (seven) calendar days of the occurrence of the following events, the details of:</p> <p>(i) any change in the Issuer's shareholding structure;</p> <p>(ii) any change in the composition of the board of directors of the Issuer;</p> <p>(iii) any change in the senior management officials of the Issuer (such as the chief executive officer, the chief financial officer, the chief operating officer or the chief risk officer of the Issuer);</p> <p>(iv) any change in the Constitutional Documents;</p> <p>(v) any Material Adverse Effect;</p> <p>(vi) any material dispute, litigation, investigation or other proceeding against the Issuer and/ or any notice in this regard received by the Issuer;</p> <p>(vii) the resignation of the statutory auditor of the Issuer along with the resignation letter;</p> <p>(viii) details of any changes in the accounting practices/policies of the Issuer;</p> <p>(ix) any prepayment of Financial Indebtedness by the Issuer or any notice received for prepayment of any Financial Indebtedness of the Issuer;</p> |
| (e) | <p>as soon as practicable and in any event within 1 (one) Business Day of the occurrence of the following events, the details of:</p> <p>(i) any admitted material dispute/litigation/investigation/legal proceeding/notice instituted against/ received by the Issuer;</p> <p>(ii) any default by the Issuer in respect of its Financial Indebtedness or obligations to any of its creditors;</p> <p>(iii) any admitted application or petition filed for the dissolution or re-organisation of the Issuer; and</p> <p>(iv) the occurrence of any Event of Default;</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| (f) | in accordance with Chapter VI ( <i>Periodical/ Continuous Monitoring by Debenture Trustee</i> ) of the SEBI Debenture Trustees Master Circular, the Issuer undertakes                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |

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|  | and agrees to provide all relevant documents/information, as applicable, to enable the Debenture Trustee to submit the following reports/certifications to BSE in accordance with Chapter VI ( <i>Periodical/ Continuous Monitoring by Debenture Trustee</i> ) of the SEBI Debenture Trustees Master Circular, within the timelines specified below: |                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                                                                                                                                                                                                                                                                                                                                          |
|  | <b>REPORTS/CERTIFICATES</b>                                                                                                                                                                                                                                                                                                                          | <b>TIMELINES FOR SUBMISSION REQUIREMENTS TO THE DEBENTURE TRUSTEE</b>                                                                                                                                                                                                                                                                                                                                                                                                       | <b>TIMELINE FOR SUBMISSION OF REPORTS/CERTIFICATIONS BY DEBENTURE TRUSTEE</b>                                                                                                                                                                                                                                                                                                            |
|  | (to the extent applicable) Security cover certificate                                                                                                                                                                                                                                                                                                | Quarterly basis within 60 (sixty) calendar days from each Quarterly Date (other than March 31 of the relevant Financial Year) and within 75 (seventy) calendar days from March 31 of the relevant Financial Year or such other timelines as may be prescribed under Applicable Law, and, where applicable, in the format prescribed in the SEBI Debenture Trustees Master Circular.or within such timelines as may be agreed between the Company and the Debenture Trustee. | Quarterly basis within 60 (sixty) calendar days from each Quarterly Date (other than March 31 of the relevant Financial Year) and within 75 (seventy five) calendar days from March 31 of the relevant Financial Year or such other timelines as may be prescribed under Applicable Law, and, where applicable, in the format prescribed in the SEBI Debenture Trustees Master Circular. |
|  | (to the extent applicable) A statement of value of pledged securities                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                                                                                                                                                                                                                                                                                                                                          |
|  | (to the extent applicable) A statement of value for debt service reserve account or any other form of security offered                                                                                                                                                                                                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                                                                                                                                                                                                                                                                                                                                          |
|  | (to the extent applicable) Net worth certificate of guarantor (secured by way of personal guarantee)                                                                                                                                                                                                                                                 | Half yearly basis within 60 (sixty) calendar days from the end of each financial half-year or such other timelines as may be prescribed under Applicable Law.or within such timelines as may be agreed between the Company and the Debenture Trustee.                                                                                                                                                                                                                       | Half yearly basis within 60 (sixty) calendar days from the end of each financial half-year or such other timelines as may be prescribed under Applicable Law.                                                                                                                                                                                                                            |
|  | (to the extent applicable) Financials/value of guarantor prepared on basis of audited financial statement etc. of the guarantor (secured by way of corporate guarantee)                                                                                                                                                                              | Annual basis within 60 (sixty) calendar days from the end of each Financial Year or such other timelines as may be prescribed under Applicable Law. or within such timelines as may be agreed between the Company and the Debenture Trustee.                                                                                                                                                                                                                                | Annual basis within 60 (sixty) calendar days from the end of each Financial Year or such other timelines as may be prescribed under Applicable Law.                                                                                                                                                                                                                                      |

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|  | (to the extent applicable)<br>Valuation report and title<br>search report for the<br>immovable/movable<br>assets, as applicable                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | Within such timelines as<br>prescribed under<br>Applicable Law or within<br>such timelines as may be<br>agreed between the<br>Company and the<br>Debenture Trustee. | Once in 3 (three) years,<br>within 60 (sixty) calendar<br>days from the end of the<br>Financial Year or such<br>other timelines as may be<br>prescribed under<br>Applicable Law. |
|  | <p>(g) promptly upon occurrence of such an event, notify the Debenture Trustee in writing, of any notice of an application or petition for insolvency and/ or winding up having been made or receipt of any statutory notice of insolvency and/ or winding up under the provisions of the IBC or the Companies Act, or any other notice under any other Applicable Law or otherwise of any suit or legal process intended to be filed affecting the title to the property of the Issuer.</p> <p>(h) promptly notify the Debenture Trustee in writing, if it becomes aware of any fact, matter or circumstance which would cause any of the representations and warranties under any of the Transaction Documents to become untrue or inaccurate or misleading in any respect.</p> <p>(i) promptly provide to the Debenture Trustee such further information regarding the financial condition, business and operations of the Issuer as the Debenture Trustee may request.</p> <p>(j) promptly notify the Debenture Trustee of any revision in the Rating or assignment of a fresh credit rating by the Rating Agency or by any SEBI-registered credit rating agency to the Debentures.</p> <p>(k) promptly upon occurrence of such an event, notify the Debenture Trustee about any failure to create, perfect and maintain the Transaction Security and about any orders, directions, notices of court/tribunal affecting the Hypothecated Assets.</p> <p>(l) promptly forward to the Debenture Trustee the following documents:</p> <p>(i) copies of the statutory auditors' and directors' annual report, balance sheet and profit and loss account and of all periodical and special reports at the same time as they are issued;</p> <p>(ii) copies of all notices, resolutions and circulars relating to new issue of debt securities at the same time as they are sent to shareholders/ holders of debt securities; and</p> <p>(iii) copies of all the notices, call letters, circulars, etc. of the meetings of debt security holders at the same time as they are sent to the holders of debt securities or advertised in the media;</p> <p>(m) promptly and in any event, within 1 (one) Business Day from the occurrence of such an event, provide a written intimation to the Debenture Trustee of any event which constitutes an Event of Default or Potential Event of Default, specifying the nature of such event and any steps the Issuer is taking and proposes to take to remedy the same.</p> <p>(n) keep the Debenture Trustee and Debenture Holders informed of all the orders, directions or notices of any court or tribunal affecting or likely to affect the</p> |                                                                                                                                                                     |                                                                                                                                                                                  |

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|                                | <p>Assets (or any part thereof), promptly upon receipt of such orders etc.</p> <p>(o) provide to the Debenture Trustee the details of any litigation, arbitration or administrative proceedings filed or initiated against the Issuer, promptly upon occurrence of such an event.</p> <p>(p) promptly submit to the Debenture Trustee, if so requested, a statement that the Assets which are available by way of Security Interest is/are sufficient to discharge the claims of the Debenture Holders as and when they become due.</p> <p>(q) as soon as practicable and in any event within the timelines prescribed by the Debenture Trustee (and Applicable Law), such information as the Debenture Holders may require as to all matters relating to the business, property and affairs of the Issuer that materially impacts the interests of the Debenture Holders and provide access to relevant books of accounts, documents and records in relation to this Issue and to enter into or upon and to view and inspect the state and condition of all the Hypothecated Assets, together with all records, registers of the Issuer including the registers relating to the Hypothecated Assets as required by the Debenture Trustee and to take copies and extracts thereof.</p> <p>(r) as soon as practicable and in any event within the timelines prescribed by the Debenture Trustee (and Applicable Law), such other information, notifications, details, documents, reports, statements and certificates (including from chartered accountants, auditors and/or directors of the Issuer) as may be required by the Debenture Trustee from time to time, to ensure compliance with the provisions of the Applicable Law, including but not limited to the SEBI Debenture Trustees Regulations and the Companies (Share Capital and Debentures) Rules, 2014.</p> |
| Representations and Warranties | <p>The Issuer declares, represents and warrants to the Debenture Trustee and the Debenture Holders, as follows which representations and warranties shall be made as on the date of the Key Information Document and shall be deemed to be repeated on each Interest payment date and on the Final Settlement Date:</p> <p>(a) <b>Status</b></p> <p>(i) The Issuer has been duly incorporated, organized and is validly existing, under Applicable Law;</p> <p>(ii) The Issuer is a non-banking financial company registered with the RBI or such other regulatory authority (if applicable) and such registration is valid and subsisting; and</p> <p>(iii) The Issuer has the corporate power, authority and all material permits, approvals, authorizations, licenses, registrations, and consents (to the extent required under Applicable Law and within its control) including registrations, to own and operate its assets and to carry on its business in substantially the same manner as it is currently conducted.</p> <p>(b) <b>Binding obligations</b></p> <p>The obligations expressed to be assumed by it under the Transaction Documents are legal, valid, binding and enforceable obligations.</p> <p>(c) <b>Non-conflict with other obligations</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |

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|  | <p>The entry into and performance by it of, and the transactions contemplated by the Transaction Documents do not and will not conflict with:</p> <ul style="list-style-type: none"> <li>(i) any Applicable Law (including, without limitation, any laws and regulations regarding anti-money laundering or terrorism financing, and similar financial sanctions);</li> <li>(ii) its Constitutional Documents; and</li> <li>(iii) any agreement or instrument binding upon it or any of its assets in a manner which has, or would reasonably be expected to have, a Material Adverse Effect.</li> </ul> <p>(d) <b>Power and authority</b></p> <p>It has the power to issue the Debentures and enter into, perform and deliver, and has taken all necessary action to authorize its entry into, performance and delivery of, the Transaction Documents to which it is a party and the transactions contemplated by those Transaction Documents.</p> <p>(e) <b>Validity and admissibility in evidence</b></p> <p>All approvals, authorizations, consents, permits (third party, statutory or otherwise) required or desirable:</p> <ul style="list-style-type: none"> <li>(i) to enable it lawfully to enter into, exercise its rights and comply with its obligations in the Transaction Documents to which it is a party;</li> <li>(ii) to make the Transaction Documents to which it is a party admissible in evidence in its jurisdiction of incorporation; and</li> <li>(iii) for it to carry on its business, and which are material,</li> </ul> <p>have been obtained or effected and are in full force and effect.</p> <p>(f) <b>No default</b></p> <ul style="list-style-type: none"> <li>(i) No Event of Default or Potential Event of Default has currently occurred and is continuing as a result from the execution or performance of any Transaction Documents or the issuance of the Debentures; and</li> <li>(ii) No other event or circumstance is outstanding which constitutes (or which would, with the lapse of time or notice) a default under any other agreement or instrument which is binding on the Issuer or which might reasonably be expected to have a Material Adverse Effect.</li> </ul> <p>(g) <b>Ranking</b></p> <ul style="list-style-type: none"> <li>(i) Each Debenture issued by the Issuer will constitute direct, senior and secured obligations of the Issuer;</li> <li>(ii) The claims of the Debenture Holders shall be akin to the claims of senior, secured investors / lenders and shall rank <i>pari-passu</i> to all senior, secured Financial Indebtedness of the Issuer; and</li> </ul> |
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|  | <p>(iii) Each of the Debenture Holders shall inter-se rank <i>pari-passu</i> in relation to their rights and benefits in relation to the Debentures, without any preference or privilege.</p> <p>(h) <b>No proceedings pending</b></p> <p>(i) There are no claims, investigations, or proceedings before any court, tribunal or Governmental Authority in progress or pending against or relating to the Issuer, which would have a Material Adverse Effect;</p> <p>(ii) There are no unfulfilled or unsatisfied judgments or court orders in respect of the Issuer which individually or in the aggregate would reasonably be expected to have a Material Adverse Effect; and</p> <p>(iii) The Issuer has not taken any action nor has it taken any legal proceedings or other procedure or steps in relation to any bankruptcy proceedings or no order has been passed for its winding-up, dissolution or re-organization or for the enforcement of any Security Interests over its assets or for the appointment of a liquidator, supervisor, receiver, administrator, administrative receiver, trustee or other similar officer for it or in respect of its Assets.</p> <p>(i) <b>No misleading information</b></p> <p>All information provided by the Issuer to the Debenture Trustee / Debenture Holders is to the best of its knowledge, true and accurate in all material respects as at the date it was provided or as at the date (if any) at which it is stated and is not misleading due to omission to state a fact or otherwise.</p> <p>(j) <b>Compliance</b></p> <p>(i) The Issuer has complied with Applicable Law, in all material aspects, which includes the SEBI Listed NCDs Master Circular and all other Applicable Law in respect of the issuance of the Debentures and for the performance of the Issuer of its obligations with respect to the Debentures, and to carry on its business;</p> <p>(ii) There has not been and there is no investigation or enquiry by, or order, decree, decision or judgment of any Governmental Authority issued or outstanding or to the best of the Issuer's knowledge (after making due and careful enquiry), anticipated against the Issuer which would have a Material Adverse Effect;</p> <p>(iii) No notice or other communication (official or otherwise) from any Governmental Authority has been issued or is outstanding or to the best of the Issuer's knowledge (after making due and careful enquiry), anticipated with respect to an alleged, actual or potential violation and/or failure to comply with any such Applicable Law or requiring them to take or omit any action;</p> <p>(iv) The Issuer shall complete all necessary formalities including all filings with and notices to the relevant Governmental Authorities as may be required, including but not limited to the designated stock exchange (if applicable) and the ROC and obtain all consents and approvals required for the completion of the Issue;</p> |
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|  | <p>(v) All legal and procedural requirements specified in the Constitutional Documents or required under the Applicable Law have been duly complied with in all respects in relation to the issue of the Debentures; and</p> <p>(vi) The registers and minute books (including the minutes of the board and general meetings) required to be maintained by the Issuer under Applicable Law:</p> <p>A. are up-to-date and have been maintained in accordance with the Applicable Law;</p> <p>B. comprise complete and accurate records of all information required to be recorded in such books and records; and</p> <p>C. no notice or allegation that any of them are incorrect and/or should be rectified has been received.</p> <p>(k) <b>Assets</b></p> <p>Except for the Security Interest created and recorded with the ROC (available using CIN U29299MH1958PLC011250) on the website <a href="http://www.mca.gov.in/MCA21/index.html">http://www.mca.gov.in/MCA21/index.html</a> under the heading Index of Charges), the Issuer has, free from any Security interest, the absolute legal and beneficial title to, or valid leases or licenses of, or is otherwise entitled to use (in each case, where relevant, on arm's length terms), all material Assets necessary for the conduct of its business as it is being, and is proposed to be, conducted.</p> <p>(l) <b>Financial statements</b></p> <p>(i) Its audited financial statements most recently provided to the Debenture Trustee as of March 31, 2026, were prepared in accordance with Applicable Accounting Standards consistently applied save to the extent expressly disclosed in such financial statements;</p> <p>(ii) Its audited financial statements as of March 31, 2026, provided to the Debenture Trustee give a true and fair view and represent its financial condition and operations during the Financial Year save to the extent expressly disclosed in such financial statements; and</p> <p>(iii) The books of accounts of the Issuer have been fairly and properly maintained, the accounts of the Issuer have been prepared in accordance with Applicable Law and the Applicable Accounting Standards, so as to give a true and fair view of the business (including the assets, liabilities and state of affairs) of the Issuer and its subsidiaries. The Issuer has a proper, efficient and effective book-keeping and accounting system in place as well as adequate professional staff, including maintaining of accounts showing the loan drawings, payments, coupon etc.</p> <p>(m) <b>Solvency</b></p> <p>(i) The Issuer is able to, and has not admitted its inability to, pay its Debts as they mature and has not suspended from making payments of any of its debts and it has not been deemed by a court to be unable to pay</p> |
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|  | <p>its Debts for the purposes of Applicable Law, nor will it become unable to pay its Debts for the purposes of Applicable Law as a consequence of entering into the Transaction Documents;</p> <p>(ii) The Issuer, by reason of actual or anticipated financial difficulties, has not commenced, and does not intend to commence, negotiations with one or more of its creditors with a view to rescheduling its Financial Indebtedness;</p> <p>(iii) The value of the Assets is more than the liabilities of the Issuer (taking into account contingent and prospective liabilities) and it has sufficient capital to carry on its business;</p> <p>(iv) No insolvency or bankruptcy process has commenced under Applicable Law in respect of the Issuer (including pursuant to the IBC and the Insolvency and Bankruptcy (Insolvency and Liquidation Proceedings of Financial Service Providers and Application to Adjudicating Authority) Rules, 2019) as amended from time to time; and</p> <p>(v) No reference has been made, or enquiry or proceedings commenced, in respect of the Issuer, before the National Companies Law Tribunal or under any mechanism or prescription of the RBI in respect of resolution/restructuring of stressed assets (including without limitation, under the Stressed Assets Framework).</p> <p>(n) <b>Hypothecated Assets</b></p> <p>(i) The Hypothecated Assets are the sole and absolute property of the Issuer and the Issuer has a clear and marketable title to the Hypothecated Assets;</p> <p>(ii) Other than the Security Interest created / to be created pursuant to the Transaction Documents, the Hypothecated Assets are free from any other Security Interest and are not subject to any <i>lis-pendens</i>, attachment, or other order or process issued by any Governmental Authority;</p> <p>(iii) None of the Loans comprising the Hypothecated Assets have been previously sold, transferred or assigned to any other bank or financial institution;</p> <p>(iv) The Transaction Documents executed or to be executed constitute, and shall constitute legal, valid and enforceable Security Interest in favour of the Debenture Trustee and for the benefit of the Debenture Holders on all the assets thereby secured and all necessary and appropriate consents for the creation, effectiveness, priority and enforcement of such Security Interest have been obtained;</p> <p>(v) The Issuer is not aware of any document, judgment or legal process or defects affecting the title, ownership of the Hypothecated Assets which has remained undisclosed and/or which may have a Material Adverse Effect; and</p> <p>(vi) The Hypothecated Assets on which the Security Interest has been created to meet the hundred percent security cover or higher security</p> |
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|  | <p>cover is free from any encumbrances and in case the Hypothecated Assets are encumbered, the permissions or consent to create any further charge on the Hypothecated Assets have been obtained from the existing creditors to whom the Hypothecated Assets are charged, prior to creation of the Security Interest in compliance with the SEBI NCS Regulations.</p> <p>(o) <b>Material Adverse Effect</b></p> <p>(i) No Material Adverse Effect has occurred, including without limitation, in relation to the business, condition, operations, performance or prospects of the Issuer; and</p> <p>(ii) There are no circumstances existing as on the Deemed Date of Allotment, which could give rise, with the passage of time or otherwise, to a Material Adverse Effect.</p> <p>(p) <b>Illegality</b></p> <p>It is not illegal or unlawful for the Issuer to perform any of its obligations under the Transaction Documents.</p> <p>(q) <b>Tax Laws</b></p> <p>(i) The Issuer has complied, in all material respects, with all the requirements as specified under the Tax laws as applicable to the Issuer in relation to returns, computations, notices and information which are, or are required to be made or given by the Issuer to any Tax authority for taxation, and for any other Tax or duty purposes, have been made and are correct; and</p> <p>(ii) Except as disclosed in the certificate to be obtained from the chartered accountant as set out under the sub-Section titled “<i>Conditions Precedent</i>” of Section 6 (<i>Summary Terms</i>) of this Key Information Document, the Issuer has not received any notice of any Tax disputes or other liabilities of Taxes in respect of which a claim has been made or notice has been issued against the Issuer except as disclosed in writing to the Debenture Trustee.</p> <p>(r) <b>Confirmations under the SEBI NCS Regulations</b></p> <p>With effect from the date of filing of the Transaction Documents as applicable with the BSE, as on the date of filing of the Debt Disclosure Documents with the BSE in accordance with the SEBI NCS Regulations:</p> <p>(i) The Issuer or the Promoter/ Promoter Group of the Issuer, or the directors of the Issuer have not been debarred from accessing the securities market or dealing in securities by the SEBI;</p> <p>(ii) No Promoter or director of the Issuer is a promoter or director of any another Issuer which is debarred from accessing the securities market or dealing in securities by SEBI;</p> <p>(iii) No Promoter or director of the Issuer is a fugitive economic offender; and</p> |
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|                    | <p>(iv) No fines or penalties levied by SEBI or the Stock Exchange is pending to be paid by the Issuer.</p> <p>(s) <b>No Immunity</b></p> <p>Neither the Issuer nor the Assets are entitled to immunity from suit, execution, attachment or other legal process in its jurisdiction of incorporation. The issuance of the Debentures (and the execution of the Transaction Documents) constitutes, and the exercise of the Issuer's rights and performance of and compliance with its obligations in relation thereto, will constitute, private and commercial acts done and performed for private and commercial purposes.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| Negative Covenants | <p>The Issuer shall not take any action in relation to the items set out in this Section (<i>Negative Covenants</i>) without the prior written consent of the Debenture Trustee (acting on the instructions of the Majority Debenture Holders) until the Final Settlement Date PROVIDED THAT, unless otherwise specified below, in the event the Issuer seeks a prior written consent from the Debenture Trustee in relation to any action under any of the below covenants and the Debenture Trustee does not respond within a period 30 (thirty) calendar days from the date of such notice (even upon a written reminder made by the Issuer to all the Debenture Holder(s), after the expiry of 15 (fifteen) calendar days from the date of such written reminder, subject to the notice period not exceeding a total of 30 (thirty) calendar days), the consent of the Majority Debenture Holders shall be deemed to be provided to the Issuer for undertaking any such action:</p> <p>(a) <b>Change of Business; Constitutional Documents</b></p> <p>(i) change the general nature of its business from that which is permitted as non-banking financial company by the RBI;</p> <p>(ii) undertake any new business outside financial services (which shall not include businesses connected to financial services such insurance distribution)) or any diversification of its business outside financial services;</p> <p>(iii) change in its Constitutional Documents in any manner that has a Material Adverse Effect;</p> <p>(iv) any reduction in the authorized share capital of the Issuer in any way which would prejudicially affect the interests of the Debenture Holder(s);</p> <p>(v) any change in the capital structure of the Issuer leading to the reduction of the authorised capital and/or paid-up capital of the Issuer at any point of time during the tenor of the Debentures; and</p> <p>(vi) change in the financial year end from 31<sup>st</sup> March unless such change is mandatorily required to be made for compliance with Applicable Law;</p> <p>(b) <b>Dividend</b></p> <p>declare or pay any dividend or make any distributions on its share capital (other than dividends or distributions payable on shares of the Issuer), unless:</p> <p>(i) the proposed payment or distribution is out of net income of the Issuer during the current Financial Year (excluding any amount resulting from</p> |

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|  | <p>the revaluation of any of the Assets);</p> <p>(ii) no Event of Default has occurred and is continuing, or could occur or is reasonably likely to occur, as a result of such payment or declaration of any dividend or distribution and after giving effect to any such action;</p> <p>(iii) the Issuer is in compliance with the Financial Covenants; and</p> <p>(iv) the Issuer has paid or has made satisfactory provision for payment of the installments of the principal due and interests/coupon due on the Debentures;</p>                                                                                                                                                                                                                                                             |
|  | <p>(c) <b>Merger, Consolidation, etc.</b></p> <p>undertake or permit any merger, consolidation, re-organization, scheme of arrangement or compromise with its creditors or shareholders or effect any scheme of amalgamation or reconstruction.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|  | <p>(d) <b>Ordinary Course of Business</b></p> <p>(i) enter into any transaction with any person or enter into or continue business relations with its shareholders, employees, affiliate(s), holding company(ies), and/or subsidiary(ies) except on proper commercial terms negotiated on an arm's length basis;</p> <p>(ii) enter into or establish any partnership, profit sharing, royalty agreement or other similar other arrangement whereby the Issuer's income or profits are, or might be, shared with any other person other than in the ordinary course of business on an arms' length basis and in compliance with Applicable Law; or</p> <p>(iii) Enter into any management contract or similar arrangement whereby its business or operations are managed by any other person.</p> |
|  | <p>(e) <b>Change in Auditor</b></p> <p>change its statutory auditors unless such change is required pursuant to Applicable Law;</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|  | <p>(f) <b>Wilful Defaulter</b></p> <p>appoint or continue to the appointment of any person as a director/ or a key managerial person of the Issuer who is classified as a wilful defaulter.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|  | <p>(g) <b>Restricted Transactions</b></p> <p>enter into any contractual obligation which may adversely affect its financials standing.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|  | <p>(h) <b>Bankruptcy and Winding Up</b></p> <p>(i) apply to the court for the winding up of the Issuer or agree to the winding up of the Issuer; and</p> <p>(ii) participate in any involuntary process under the IBC or</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |

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|  | <p>undertake/permit any voluntary process under the IBC.</p> <p>(j) <b>Disposal of Assets</b></p> <p>sell, transfer, or otherwise dispose of in any manner whatsoever any Assets, other than any securitization/ direct assignment transaction undertaken by the Issuer in the ordinary course of its business as per applicable RBI directions or any amendment, supplement or restatement thereto. It is hereby clarified that, a securitization/ direct assignment representing an exit of line of business will not be construed as being in the ordinary course of business of the Issuer and the Issuer shall not be permitted to effect the same except with the prior written consent of the Debenture Trustee.</p> <p>(k) <b>Acquisition of Companies</b></p> <p>(i) acquire any company, business or undertaking if the amount of the acquisition cost, whether paid by cash or otherwise, when aggregated with the aggregate acquisition cost of any other companies, business or undertaking acquired by it during that Financial Year exceeds 10% (ten percent) of the Equity of the Issuer;</p> <p>(ii) acquire (or agree to acquire) any shares, stocks, securities or other interest in any joint venture; or transfer any assets or lend to or guarantee or indemnify or give security for the obligations of a joint venture (or agree to transfer, lend, guarantee, indemnify or give security for the obligations of a joint venture) which exceeds 10% (ten percent) of the Tangible Net Worth.</p> <p>It is hereby clarified that in the event the Issuer seeks a prior written consent from the Debenture Holder(s) in relation to any action in relation to the covenants specified under 10.6(k) (<i>Acquisition of Companies</i>) and the Debenture Holder(s) do not respond within a period 25 (twenty five) calendar days from the date of such notice, the consent of the Debenture Holder(s) shall be deemed to be provided to the Issuer for undertaking any such action, PROVIDED THAT in the event that such consent is not provided, the Issuer shall be required to mandatorily redeem the Debentures in the manner and within the timelines specified in this Key Information Document.</p> <p>(l) <b>Promoter-related Covenants</b></p> <p>(ii) Unsecured borrowings from Promoters / Related Parties / inter corporate deposits held by the Issuer shall not be repaid (except by way of equity conversion) in-case wherein breach of Financial Covenants and/or the covenants under "Other Covenants" of this Section 6 (<i>Summary of Terms</i>) and/or "Rating Covenants" of this Section 6 (<i>Summary of Terms</i>) "Management Covenants" of this Section 6 (<i>Summary of Terms</i>) is subsisting; and</p> <p>(iii) Pledge of shares of the Issuer held by the Promoters which may potentially change Management Control (if pledge is enforced) shall be undertaken with prior approval of the Debenture Trustee (acting on behalf of Majority Debenture Holders), except in case a pledge is required to be created in terms of the covenants set out under "Undertakings of the Promoter" of this Section 6 (<i>Summary of Terms</i>).</p> |
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| Rating Covenants                     | <p>The Issuer agrees and undertakes that:</p> <ul style="list-style-type: none"> <li>(a) it shall ensure that there is no suspension of the credit rating of the Issuer and/or the Debentures due to Issuer not cooperating with the credit rating agency;</li> <li>(b) it shall ensure that it shall maintain the current credit rating/outlook as on the Deemed Date of Allotment from any credit rating agency; and</li> <li>(c) it shall ensure that there is no assignment of new long-term credit rating below 'A-' from any credit rating agency.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                            |
| Superior Borrowing Clause            | In case the Issuer offers any additional covenant or superior covenant in relation to any other debentures than as agreed above, the same will be applicable to the Debentures.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| Management Covenants                 | <p>The Issuer undertakes that the following covenants shall be maintained at all times until the Final Redemption Date, unless the prior written consent of the Debenture Trustee (acting on the instructions of the Majority Debenture Holders) is obtained:</p> <ul style="list-style-type: none"> <li>(a) The existing Promoter and Promoter Group shall continue to have Management Control of the Issuer;</li> <li>(b) Mr. Karan Thapar (DIN: 00004264) shall continue to be on the Board of Greaves Cotton Limited; and</li> <li>(c) The Issuer shall continue to have "Greaves" in its name.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                 |
| Issuance mode of the instrument      | On a Private Placement basis on a dematerialized form                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| Tracking mode of the instrument      | Dematerialized form                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| Risk Factors pertaining to the Issue | Refer to Section 3 ( <i>Risk Factors</i> ) of this Key Information Document.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| Business Day                         | <ul style="list-style-type: none"> <li>(a) for all purposes other than those mentioned in (b), (c) or (d) below, any day (other than a Saturday, Sunday or a public holiday under Section 25 of the Negotiable Instruments Act, 1881) on which commercial banks are open for business in Mumbai, India;</li> <li>(b) <i>Announcement of issue period</i>: Business Day shall mean all days, excluding Saturdays, Sundays and public holidays, on which commercial banks in Mumbai, India are open for business;</li> <li>(c) <i>The time period between the issue closing date and the listing of the Debentures on the BSE</i>: Business Day shall mean all trading days of the stock exchanges for non-convertible securities, excluding Saturdays, Sundays and bank holidays, as specified by the SEBI; and</li> <li>(d) <i>Determination of Record Date</i>: Business Day shall mean any day when the Depositories are open for general business in their place(s) of business.</li> </ul> |
| Business Day Convention              | (a) If a Record Date, or the first date of a register closure period falls on a day which is not a Business Day, such date will be reckoned on the immediately succeeding Business Day.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |

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|                                   | <p>(b) If any Due Date on which any interest or additional interest is payable falls on a day which is not a Business Day, the payment to be made on such Due Date shall be made on the immediately succeeding Business Day. It is hereby clarified that the interest for such additional period shall be adjusted and paid on the next Due Date.</p> <p>(c) If any Due Date on which any Outstanding Principal Amounts are payable falls on a day which is not a Business Day, the payment to be made on such Due Date shall be made on the immediately preceding Business Day.</p> <p>(d) If the Final Redemption Date or any other date on which the Debentures are redeemed in full (including in accordance with an Optional Accelerated Redemption, an Promoter Early Redemption or a Prepayment), falls on a day which is not a Business Day, the payment of any amounts in respect of any interest and the Outstanding Principal Amounts to be made shall be made on the immediately preceding Business Day, until but excluding the date of such payment.</p> <p>(e) It is hereby clarified that any payments shall also be subject to the day count convention as per the SEBI NCS Regulations.</p> |
| Reissuance                        | <p>(a) The Issuer reserves the right to make multiple issuances under the same ISIN, as provided for under the SEBI Listed NCDs Master Circular.</p> <p>(b) Such issuance can be made either by way of creation of fresh ISIN or by way of issuance under the existing ISIN at premium / par / discount as the case may be in line with the SEBI Listed NCDs Master Circular.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| Indemnification                   | The Issuer shall indemnify and hold harmless and agree to keep the Debenture Trustee indemnified in the manner as set out in the Transaction Documents.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| Confidentiality                   | The terms and conditions described in the Key Information Document, including its existence, shall be confidential information and shall not be disclosed to any third party except to each Party's advisors and counsel. Provided however that if any of the Parties is required by law to disclose information regarding the Key Information Document, or to file the Key Information Document, with any regulatory body, it shall disclose or file the same at a reasonable time only after informing the other party(ies).                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| Governing Law and Jurisdiction    | The Debentures and documentation will be governed by and construed in accordance with the laws of India and the parties submit to the exclusive jurisdiction of the courts in Delhi, India.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| Transaction Costs                 | <p>The Issuer shall bear all transaction related costs incurred by the Debenture Holders/ Debenture Trustee with respect to the legal counsel, valuers and auditors/ consultants. Such costs include:</p> <p>(a) Debenture Trustee fees;</p> <p>(b) Rating fees;</p> <p>(c) Stamping and registration costs in relation to all Transaction Documents;</p> <p>(d) Any other reasonable transaction related expense incurred by the Debenture Holders/ Debenture Trustee.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| Taxes, Duties, Costs and Expenses | All relevant taxes, duties, levies, charges, fees or any other amounts payable until the Final Settlement Date under this issuance are to be borne by the Issuer.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |

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**Note:**

1. *If there is any change in Coupon Rate pursuant to any event including elapse of certain time period or downgrade in rating, then such new Coupon Rate and events which lead to such change should be disclosed.*
2. *The list of documents which has been executed or will be executed in connection with the issue and subscription of debt securities shall be annexed.*
3. *The penal interest rates mentioned above as payable by the Issuer are independent of each other.*
4. *The Issuer shall provide granular disclosures in their Key Information Document, with regards to the "Object of the Issue" including the percentage of the issue proceeds earmarked for each of the "object of the issue".*
5. *While the debt securities are secured to the tune of 1.10x (One Decimal one Zero) times of the Outstanding Amounts in favour of Debenture Trustee, it is the duty of the Debenture Trustee to monitor that the security is maintained,*
6. *The Issuer hereby undertakes that the assets on which the first ranking exclusive and continuing charge is created by the Issuer in favour of the Debenture Trustee to secure the obligations of the Issuer in relation to the Debentures under the terms of the Hypothecation Agreement, being the Hypothecated Assets, are free from any encumbrances. The Issuer further undertakes that given that the charge proposed to be created is a first ranking exclusive and continuing charge, no permission or consent to create a second or pari-passu charge on the assets of the Issuer is required to be obtained from any creditor (whether or not existing) of the Issuer. All disclosures made in this Key Information Document with respect to creation of security are in conformity with the clauses of Debenture Trustee Agreement. The Issuer also undertakes that the information on consents / permissions required for creation of further charge on assets is adequately disclosed in this Key Information Document.*
7. *All disclosures made in this Key Information Document with respect to creation of security are in conformity with the clauses of debenture trustee agreement. 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.*
8. *The Online Bond Platform Providers ("OBPPs" only for offering NCDs in the secondary markets), shall be permitted to use the Issuer's name, logo, and relevant Issue details in advertisements, or promotional and marketing materials for the purpose of marketing and promoting the NCDs on their websites, mobile applications, or other digital platforms. It is the responsibility of the Issuer to ensure compliance with Applicable Laws and further ensure that the same does not constitute an offer to the public.*

## **SECTION 7: TRANSACTION DOCUMENTS AND KEY TERMS**

Please refer to Section 6 (*Summary of Terms*) of this Key Information Document above for the list of representations, warranties, covenants, undertakings and conditions for breach in relation to the Debentures.

In the event of any conflict between the terms of this Key Information Document and the Transaction Documents, the Transaction Documents shall prevail to the extent of any such conflict. In the event of any conflict *inter-se* the terms of the Transaction Documents, the DTD shall prevail to the extent of any such conflict.

## **SECTION 8: OTHER INFORMATION AND APPLICATION PROCESS**

The Debentures being offered as part of the Issue are subject to the provisions of the Act, the Memorandum and Articles of Association of the Issuer, the terms of this Key Information Document and the General Information Document, Application Form and other terms and conditions as may be incorporated in the Transaction Documents.

### **8.1 Mode of Transfer/Transmission of Debentures**

The Debentures shall be transferable freely; however, it is clarified that no Investor shall be entitled to transfer the Debentures to a person who is not entitled to subscribe to the Debentures. The Debenture(s) shall be transferred and/or transmitted in accordance with the applicable provisions of the Act and other Applicable Laws. The Debentures held in dematerialized form shall be transferred subject to and in accordance with the rules/procedures as prescribed by NSDL and CDSL and the relevant DPs of the transferor or transferee and any other Applicable Laws and rules notified in respect thereof. The transferee(s) should ensure that the transfer formalities are completed prior to the Record Date. In the absence of the same, amounts due will be paid/redemption will be made to the person, whose name appears in the Register of Debenture Holders maintained by the Registrar to the Issue as on the Record Date, under all circumstances. In cases where the transfer formalities have not been completed by the transferor, claims, if any, by the transferees would need to be settled with the transferor(s) and not with the Issuer. The normal procedure followed for transfer of securities held in dematerialized form shall be followed for transfer of these Debentures held in dematerialised form. The seller should give delivery instructions containing details of the buyer's DP account to his DP.

### **8.2 Debentures held in Dematerialised Form**

The Debentures shall be held in dematerialised form and no action is required on the part of the Debenture Holder(s) for redemption purposes and the redemption proceeds will be paid by cheque/EFT/RTGS to those Debenture Holder(s) whose names appear on the list of beneficiaries maintained by the R&T Agent. The names would be as per the R&T Agent's records on the Record Date fixed for the purpose of redemption. All such Debentures will be simultaneously redeemed through appropriate debit corporate action.

The list of beneficiaries as of the relevant Record Date setting out the relevant beneficiaries' name and account number, address, bank details and DP's identification number will be given by the R&T Agent to the Issuer. If permitted, the Issuer may transfer payments required to be made in any relation by EFT/RTGS to the bank account of the Debenture Holder(s) for redemption payments.

The Debentures since issued in electronic (dematerialized) form, will be governed as per the provisions of the Depository Act, 1996, Securities and Exchange Board of India (Depositories and Participants) Regulations, 1996, rules notified by NSDL/ CDSL/ Depository Participant from time to time and other Applicable Laws and rules notified in respect thereof. The Debentures shall be allotted in DEMAT form only.

### **8.3 Debenture Trustee for the Debenture Holder(s)**

The Issuer has appointed as per the information provided in the KID to act as the debenture trustee for the Debenture Holder(s). The Issuer and the Debenture Trustee have entered/intend to enter into the Debenture Trustee Agreement and the Debenture Trust Deed *inter alia*, specifying the powers, authorities and obligations of the Debenture Trustee and the Issuer. The Debenture Holder(s) shall, without further act or deed, be deemed to have irrevocably given their consent to the Debenture Trustee or any of its agents or authorized officials to do all such acts, deeds, matters and things in respect of or relating to the Debentures as the Debenture Trustee may in its absolute discretion deem necessary or require to be done in the interest of the Debenture Holder(s). Any payment made by the Issuer to the Debenture Trustee on behalf of the Debenture Holder(s) shall discharge the Issuer *pro tanto* to the Debenture Holder(s). The Debenture Trustee will protect the interest of the Debenture Holder(s) in regard to the repayment of principal and coupon thereon and they will take necessary action, subject to and in accordance with the Debenture Trustee Agreement and the Debenture Trust Deed, at the cost of the Issuer. No Debenture Holder shall be entitled to proceed directly

against the Issuer unless the Debenture Trustee, having become so bound to proceed, fails to do so. The Debenture Trustee Agreement and the Debenture Trust Deed shall more specifically set out the rights and remedies of the Debenture Holder(s) and the manner of enforcement thereof.

#### **8.4 Sharing of Information**

The Issuer may, at its option, but subject to Applicable Laws, use on its own, as well as exchange, share or part with any financial or other information about the Debenture Holder(s) available with the Issuer, with its subsidiaries and affiliates and other banks, financial institutions, credit bureaus, agencies, statutory bodies, as may be required and neither the Issuer nor its subsidiaries and affiliates nor their agents shall be liable for use of the aforesaid information.

#### **8.5 Debenture Holder not a Shareholder**

The Debenture Holder(s) shall not be entitled to any right and privileges of shareholders other than those available to them under the Act. The Debentures shall not confer upon the Debenture Holders the right to receive notice(s) or to attend and to vote at any general meeting(s) of the shareholders of the Issuer.

#### **8.6 Modification of Debentures**

Any change or modification to the terms of the Debentures and the Transaction Documents shall be undertaken in accordance with the terms of the Transaction Documents.

#### **8.7 Right to accept or reject Applications**

The board of directors reserve its full, unqualified and absolute right to accept or reject any application for subscription to the Debentures, in part or in full, without assigning any reason thereof.

#### **8.8 Notices**

Any notice in respect of the Debentures may be served by the Issuer upon the Debenture Trustee/Debenture Holders in accordance with the terms of the Transaction Documents.

#### **8.9 Issue Procedure**

Only Eligible Investors as given hereunder may apply for the Debentures by completing the Application Form in the prescribed format in block letters in English as per the instructions contained therein. The minimum number of Debentures that can be applied for and the multiples thereof has been set out in Section 6 (*Summary Terms*) of this Key Information Document. No application can be made for a fraction of a Debenture. Application Forms should be duly completed in all respects and 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 duly completed by the applicant. This is required for the applicant's own safety and these details will be printed on the refund orders and /or redemptions warrants.

The Applicant should transfer payments required to be made in any relation by EFT/RTGS, to the bank account as per the details mentioned in the Application Form.

#### ***Issuance through EBP***

Without prejudice to the above, the subscription to the Debentures shall be made by the Eligible Investors through the electronic book mechanism as prescribed by SEBI under the EBP Requirements by placing bids on the EBP Platform during the Issue period. The Issuer will make the bidding announcement on the EBP Platform at least 1 (one) Business Day before initiating the bidding process in accordance with the EBP Requirements. In case the Eligible Investors are not registered on the EBP Platform, they will have to register themselves as an "investor" on the EBP Platform (as a one-time

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exercise) and also complete the required/prescribed "know your customer" verification process. Eligible Investors should also refer to the operational guidelines of the relevant EBP in this respect. The disclosures required pursuant to the EBP Requirements are set out hereinbelow:

|                                                                                                                                  |                                                                                                                                                                                                                                                                                                                                       |
|----------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Details of size of issue including green shoe option, if any and a range within which green shoe may be retained (if applicable) | Total Issue Size: INR 50,00,00,000 (Indian Rupees Fifty Crore)<br><br>The Issuer confirms that there is no green shoe option for the present issue.                                                                                                                                                                                   |
| Anchor Portion Details                                                                                                           | No                                                                                                                                                                                                                                                                                                                                    |
| Interest rate parameter                                                                                                          | Please refer Section 6 (Summary Terms ) of the Key Information Document                                                                                                                                                                                                                                                               |
| Bid opening and closing date                                                                                                     | Bid opening date: September 28, 2026<br>Bid closing date: September 28, 2026                                                                                                                                                                                                                                                          |
| Minimum Bid Lot                                                                                                                  | Minimum 100 (one hundred) Debentures of INR 1,00,000 (Indian Rupees One Lakh) each and in multiples of 1 (one ) Debentures thereafter.                                                                                                                                                                                                |
| Manner of bidding in the Issue/ Bid Type                                                                                         | Closed Bidding                                                                                                                                                                                                                                                                                                                        |
| Manner of allotment in the Issue                                                                                                 | Multiple yield                                                                                                                                                                                                                                                                                                                        |
| Manner of settlement in the Issue                                                                                                | Pay-in of funds through ICCL.<br>The pay-in of the Application Money for the Debentures shall be made by way of transfer of funds from the bank account(s) of the Eligible Investors (whose bids have been accepted) as registered with the Electronic Book Provider into the account of the ICCL, as specified in this regard below. |
| Settlement Cycle & Deemed Date of Allotment                                                                                      | T+1<br>(T being the day of bidding as per working day convention of recognized stock exchanges)                                                                                                                                                                                                                                       |

**During the previous financial year 2025-26, the Company has not undertaken/exercised any green shoe option at the time of issuance of NCDs.**

#### **Process flow of settlement:**

The Eligible Investors whose bids have been accepted by the Issuer and to whom a signed copy of this Key Information Document along with the PPOA have been issued by the Issuer and who have submitted/shall submit the Application Form ("**Successful Bidders**"), shall make the payments in respect of the Application Money in respect of the Debentures towards the allocation made to them, into the bank account of the ICCL, the details of which have been set out in this Key Information Document.

The pay-in of the Application Money by the Successful Bidders will be made only from the bank account(s), which have been provided / updated by them in the EBP system. Any amount received from third party accounts or from accounts not specified in the EBP system will be refunded and no allotment will be made against such payments. Upon the transfer of funds into the aforesaid account of ICCL and the Issuer confirming its decision to proceed with the allotment of the Debentures in favour of the Successful Bidders to the ICCL, the R&T Agent and the EBP and initiating the requisite corporate action for allotment of Debentures and credit of the demat letter of allotment into the relevant demat account of the Successful Bidders through the R&T Agent, the R&T Agent shall provide corporate action file along with all requisite documents to the relevant Depositories by 12:00 hours and also intimate the EBP of the aforesaid actions. Upon the Depositories confirming the allotment of the Debentures and the credit of the Debentures into the demat account of the Successful Bidders to EBP, the subscription monies in respect of the Debentures from the aforesaid account of ICCL shall be released into the Issuer's bank account, the details of which are as set out below:

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|                            |                         |
|----------------------------|-------------------------|
| <b>Name of Bank</b>        | Axis Bank LTD           |
| <b>Branch Address</b>      | Worli Branch, Mumbai    |
| <b>IFSC Code</b>           | UTIB0000060             |
| <b>Account number</b>      | 922020011970249         |
| <b>Name of beneficiary</b> | Greaves Finance Limited |

It must be noted that all funds pay-in obligations need to be fulfilled in totality. Partial fund receipt against any given obligation will be treated as a default and debarment penalties will be applicable as specified by the EBP Requirements and other Applicable Law.

#### **8.10 Application Procedure**

Potential Investors will be invited to subscribe by way of the Application Form prescribed in the Placement Memorandum during the period between the Issue Opening Date and the Issue Closing Date (both dates inclusive). The Issuer reserves the right to change the issue schedule including the Deemed Date of Allotment at its sole discretion, without giving any reasons. The Issue will be open for subscription during the banking hours on each day during the period covered by the Issue Schedule.

##### ***Issuance through EBP***

The Issue will be open for subscription during the banking hours on each day during the period covered by the Issue Schedule, and the procedure will be subject to the EBP Requirements. Where an Eligible Investor (as defined below) is participating/bidding on the EBP Platform through an arranger or a custodian, such Eligible Investor must follow, and must ensure that the arranger or a custodian representing it, follows, the procedure and the bidding threshold requirements prescribed under the EBP Requirements.

Potential Investors may also be invited to subscribe by way of the Application Form prescribed in this Key Information Document during the period between the Issue Opening Date and the Issue Closing Date (both dates inclusive). The Issuer reserves the right to change the issue schedule including the Deemed Date of Allotment at its sole discretion, without giving any reasons.

#### **8.11 Fictitious Applications**

All fictitious applications will be rejected.

Without prejudice to the above, the proposed issuance of Debentures is through EBP, each Eligible Investor shall provide a confirmation to the EBP that it is not using any software, algorithm, "Bots" or other automation tools, which would give unfair access for placing bids on the EBP Platform.

#### **8.12 Basis of Allotment**

Notwithstanding anything stated elsewhere, the Issuer reserves the right to accept or reject any application, in part or in full, without assigning any reason. Subject to the aforesaid, in case of over subscription, priority will be given to potential investors on a first come first serve basis. The investors will be required to remit the funds as well as submit the duly completed Application Form along with other necessary documents to the Issuer by the Deemed Date of Allotment.

##### ***Issuance through EBP***

Without prejudice to the above, the proposed issuance of Debentures is through EBP, and the allotment and settlement amount for the bidders shall be determined in accordance with the EBP Requirements and the operational guidelines issued by the relevant

EBP. The bids for the purposes allotment and settlement shall be arranged on a "price time priority" basis in accordance with the EBP Requirements. If two or more bids made by Eligible Investors have the same coupon/price/spread and time, then allotment shall be done on a "pro rata" basis. The investors will be required to remit the funds in the account of the ICCL as well as submit the duly completed Application Form along with other necessary documents to the Issuer by the Deemed Date of Allotment.

If so required by the Issuer, within 1 (one) Business Day of completion of the allotment, to enable the Issuer to comply with the requirements applicable to it under the EBP Requirements, successful Applicants shall provide the following details (in the form specified below) to the Issuer:

| Details of Investors to whom allotment has been made |              |                                                                                                                             |                                |
|------------------------------------------------------|--------------|-----------------------------------------------------------------------------------------------------------------------------|--------------------------------|
| Name                                                 | QIB/ Non-QIB | Category i.e., Scheduled Commercial Banks, MF, Insurance Company, Pension Fund, Provident Fund, FPI, PFI, Corporate, Others | Amount invested (in Rs. Crore) |

### 8.13 Payment Instructions

The Application Form should be submitted directly. The entire amount of INR 1,00,000 (Indian Rupees One lakh) per Debenture is payable along with the making of an application. Applicants can remit the application amount on the Pay-in Date in the account details provided in Section 8.9 (*Issue Procedure*) above.

### 8.14 Eligible Investors

The following categories of investors, when specifically approached and have been identified upfront, are eligible to apply for this private placement of the Debentures subject to fulfilling their respective investment norms/rules and compliance with laws applicable to them by submitting all the relevant documents along with the Application Form ("**Eligible Investors**"):

(a) Qualified Institutional Buyers ("**QIBs**"), meaning the following entities:

- (i) A mutual fund, venture capital fund, Alternative Investment Fund and Foreign Venture Capital Investor registered with SEBI;
- (ii) Foreign portfolio investor other than individuals, corporate bodies and family offices;
- (iii) a Public Financial Institution;
- (iv) a Scheduled Commercial Bank;
- (v) a multilateral and bi-lateral development financial institution;
- (vi) a State Industrial Development Corporation;
- (vii) An insurance company registered with Insurance Regulatory and Development Authority of India;
- (viii) A Provident Fund with minimum corpus of Rs.25 Crores
- (ix) A Pension Fund with minimum corpus of Rs.25 Crores
- (x) 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;
- (xi) An insurance fund set up and managed by Army, Navy / Air force of the Union of India;
- (xii) Insurance funds set up and managed by the Department of Posts, India; and
- (xiii) Systemically important Non- Banking Financial Companies.

(b) Any non-QIB including inter-alia resident individual investors, Hindu Undivided Families (excluding minors and NRIs), Partnership Firms and Limited Liability partnership firms, Trusts (including public charitable trusts), association of persons, societies registered under the Applicable Laws in India, companies, bodies corporate etc., who/ which has been authorized by the Issuer, to participate in a particular issue on the EBP platform.

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The advisor(s)/ arranger(s)/ placement agent(s), broker(s) associated with the Issue and/or their affiliates/ subsidiaries/ associates/ group companies and/or their promoters/ directors/ key managerial personnel/ officers/ employees may subscribe to the Issue as the Applicable Laws including but not limited to (i) SEBI (Merchant Bankers) Regulations, 1992 and Code of Conduct specified therein; (ii) Securities and Exchange Board of India (Stock Brokers) Regulations, 1992 and Code of Conduct specified therein, as applicable, do not restrict them from subscribing to the Issue.

**Note:** Participation by Eligible investors in the Issue may be subject to statutory and/or regulatory requirements applicable to them in connection with subscription to Indian securities by such categories of persons or entities. Applicants are advised to ensure that they comply with all regulatory requirements applicable to them, including exchange controls and other requirements. Applicants ought to seek independent legal and regulatory advice in relation to the laws applicable to them.

#### **8.15 Eligible Investors should refer to the Operational Guidelines**

The proposed issuance of Debentures is through EBP. The details of the Issue shall be entered on the EBP Platform by the Issuer in accordance with the EBP Requirements and the operational guidelines of the relevant EBP. 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 EBP Platform.

#### **8.16 Post-Allocation Disclosures by the EBP**

The proposed issuance of Debentures is through EBP, and upon final allocation by the Issuer, the Issuer shall disclose the relevant details (such as Issue Size, coupon rate, ISIN, number of successful bidders, category of the successful bidder(s), etc.), in accordance with the EBP Requirements and the operational guidelines of the relevant EBP. The EBP shall upload such data, as provided by the Issuer, on its website to make it available to the public.

#### **8.17 Procedure for Applying for Dematerialised Facility**

- (a) The applicant must have at least one beneficiary account with any of the DP's of NSDL and CDSL prior to making the application.
- (b) The applicant must necessarily fill in the details (including the beneficiary account number and DP - ID) appearing in the Application Form under the heading "Details for Issue of Debentures in Electronic/Dematerialised Form".
- (c) Debentures allotted to an applicant will be credited to the applicant's respective beneficiary account(s) with the DP.
- (d) For subscribing to the Debentures, names in the Application Form should be identical to those appearing in the details in the Depository. In case of joint holders, the names should necessarily be in the same sequence as they appear in the account details maintained with the DP.
- (e) Non-transferable allotment advice/refund orders will be directly sent to the applicant by the Registrar and Transfer Agent to the Issue.

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- (f) If incomplete/incorrect details are given under the heading “Details for Issue of Debentures in Electronic/Dematerialised Form” in the Application Form, it will be deemed to be an incomplete application and the same may be held liable for rejection at the sole discretion of the Issuer.
- (g) For allotment of Debentures, the address, nomination details and other details of the applicant as registered with his/her DP shall be used for all correspondence with the applicant. The applicant is therefore responsible for the correctness of his/her demat details given in the Application Form vis-a-vis those with his/her DP. In case the information is incorrect or insufficient, the Issuer would not be liable for the losses, if any.
- (h) The redemption amount or other benefits would be paid to those Debenture Holders whose names appear on the list of beneficial owners maintained by the R&T Agent as on the Record Date. In case of those Debentures for which the beneficial owner is not identified in the records of the R&T Agent as on the Record Date, the Issuer would keep in abeyance the payment of the redemption amount or other benefits, until such time that the beneficial owner is identified by the R&T Agent and conveyed to the Issuer, whereupon the redemption amount and benefits will be paid to the beneficiaries, as identified.

#### **8.18 Depository Arrangements**

The Issuer shall make necessary arrangement with CDSL and NSDL for issue and holding of Debentures in dematerialised form.

#### **8.19 Market Lot**

The market lot for trading of Debentures will be one Debenture (“**Market Lot**”). 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.

#### **8.20 List of Beneficiaries**

The Issuer shall request the R&T Agent to provide a list of beneficiaries as at the end of each Record Date. This shall be the list, which will be used for payment or repayment of redemption monies.

#### **8.21 Application 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 of the Investor and the tax exemption certificate/document of the Investor, 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 its agents 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.

In case of an application made by companies under a power of attorney or resolution or authority, a certified true copy thereof along with memorandum and articles of association and/or bye-laws along with other constitutional documents must be attached to the Application Form at the time of making the application, failing which, the Issuer reserves the full, unqualified and absolute right to accept or reject any application in whole or in part and in either case without assigning any reason thereto. Names and specimen signatures of all the authorized signatories must also be lodged along with the submission of the completed Application Form.

#### **8.22 Procedure for application by Mutual Funds and Multiple Applications**

In case of applications by mutual funds and venture capital funds, a separate application must be made in respect of each scheme of an Indian mutual fund/venture capital fund registered with the SEBI and such

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applications will not be treated as multiple application, provided that the application made by the asset management company/trustee/custodian clearly indicated their intention as to the scheme for which the application has been made.

The Application Forms duly filled shall clearly indicate the name of the concerned scheme for which application is being made and must be accompanied by certified true copies of:

- (a) SEBI registration certificate
- (b) Resolution authorizing investment and containing operating instructions
- (c) Specimen signature of authorized signatories

#### **8.23 Documents to be provided by Investors**

Investors need to submit the following documents, as applicable:

- (a) Memorandum and Articles of Association or other constitutional documents
- (b) Resolution authorising investment
- (c) Certified true copy of the Power of Attorney to custodian
- (d) Specimen signatures of the authorised signatories
- (e) SEBI registration certificate (for Mutual Funds)
- (f) Copy of PAN card
- (g) Application Form (including EFT/RTGS details)

#### **8.24 Applications to be accompanied with Bank Account Details**

Every application shall be required to be accompanied by the bank account details of the applicant and the magnetic ink character reader code of the bank for the purpose of availing direct credit of redemption amount and all other amounts payable to the Debenture Holder(s) through cheque/EFT/RTGS.

#### **8.25 Succession**

In the event of winding up of a Debenture Holder (being a company), the Issuer will recognise the legal representative as having title to the Debenture(s). The Issuer shall not be bound to recognize such legal representative as having title to the Debenture(s), unless they obtain legal representation, 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 such legal representation, in order to recognise any person as being entitled to the Debenture(s) standing in the name of the concerned Debenture Holder on the production of sufficient documentary proof and an indemnity.

#### **8.26 Mode of Payment**

All payments must be made through cheque(s) demand draft(s), EFT/RTGS as set out in the Application Form.

#### **8.27 Effect of Holidays**

In the event that any date on which any payment is required to be made, in relation to the Debentures, falls on a holiday, such payment shall be made (i) in case of interest / coupon payments, on the immediately succeeding Business Day; and (ii) in case of principal / redemption payments, on the immediately preceding Business Day.

#### **8.28 Tax Deduction at Source**

- a. Interest on Debentures issued pursuant to this Issue is subject to deduction of income tax under the provisions of the IT Act. Any Debentures Holder(s) desirous of claiming non-deduction or lower

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deduction of tax at source under Applicable Law(s), as the case may be, shall be required to submit the declaration/certificates as per format prescribed under Applicable Law with the Issuer and the Registrar at the below mentioned address 7 (seven) calendar days prior to the relevant Record Date for payment of interest on the Debentures:

| PARTICULARS                | CONTACT DETAILS OF THE Issuer                                                                                                                                                 | CONTACT DETAILS OF THE REGISTRAR                                                                                      |
|----------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------|
| <b>Name</b>                | <b>Greave Finance Limited</b>                                                                                                                                                 | <b>Kfin Technologies Limited</b>                                                                                      |
| Correspondence Address     | Unit Nos. 301 & 302, 3rd floor Tower B, Peninsula Business Park, Ganpatrao Kadam Marg, off Senapati Bapat Marg, Lower Parel, Delisle Road, Mumbai, Maharashtra, India, 400013 | Selenium, Tower B, Plot No- 31 & 32, Financial District, Nanakramguda, Serilingampally Hyderabad Rangareddi TG 500032 |
| Designation                | Manager-Finance                                                                                                                                                               | Vice-President – Corporate Registry                                                                                   |
| E-mail ID                  | harish.kumar@evfin.co                                                                                                                                                         | srinivas.sudheer@kfintech.com                                                                                         |
| Tel. No.                   | +91 2241711700                                                                                                                                                                | (040) 6716 2222 / 6716 1511                                                                                           |
| Link for online submission | NIL                                                                                                                                                                           | <a href="https://mfs.kfintech.com/onlineSubmissionform15gh/">https://mfs.kfintech.com/onlineSubmissionform15gh/</a>   |

- b. In case of non-receipt of such prescribed declaration/certificate from the Debenture Holders claiming non-deduction or lower deduction of tax at source under Applicable Laws, 7 (seven) calendar days prior to the relevant Record Date, the Issuer shall make the Tax Deduction in accordance with the prescribed rates prior to credit of interest on Debentures.
- c. Income tax is deductible at source at the rate of 10% (ten percent) on interest on Debentures held by resident Indians in accordance with Section 393 of the IT Act. In cases where interest to be paid to a Debenture Holder that is an individual or Hindu Undivided Family ("HUF") is less than INR 5,000 (Indian Rupees Five Thousand) and the interest is to be paid by way of account payee cheque, then the relevant Debenture Holder may seek non deduction of tax at source on the interest on Debentures by submitting the prescribed declaration/certificates with the Issuer and the Registrar at the address set out in paragraph (a) above 7 (seven) calendar days prior to the relevant Record Date.
- d. If a Debenture Holder who is a resident individual or resident HUF is claiming non-deduction or lower deduction of tax at source under Section 393 of the IT Act, as the case may be, such Debenture Holder should furnish either (a) a declaration (in duplicate) in the prescribed form, i.e., Form 121 which can be given by all Debenture Holders (other than companies and firms), or (b) a certificate, from the assessing officer which can be obtained by all Debenture Holders (including companies and firms) by making an application in the prescribed form, i.e., Form No. 128.
- e. Any Debenture Holder(s) may seek/ may be granted, as the case may be, non-deduction or lower deduction of tax at source in following instances under the IT Act:
  - (i) when the assessing officer issues a certificate on an application by a Debenture Holder on satisfaction that the total income of the Debenture Holder justifies no/lower deduction of tax at source as per the provisions of Section 400 of the IT Act, and that a valid certificate is filed by the Debentures Holder with the Issuer before the Record Date for payment of interest;
  - (ii) when the resident Debenture Holder with Permanent Account Number ("PAN") (not being a company or a firm) submits a declaration as per the provisions of Section 402 of the IT Act in in such manner as may be prescribed to the effect that the tax on his estimated total income of the Financial Year in which such income is to be included in computing his total income will be NIL. However, under Section 393(6)(a) of the IT Act, the prescribed forms cannot be submitted nor considered for exemption from tax deduction at source if the dividend income referred to in Section 393, interest on securities, interest, withdrawal from National Savings

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Scheme (NSS) and income from units of mutual fund or of Unit Trust of India (as the case may be) or the aggregate of the amounts of such incomes credited or paid or likely to be credited or paid during the Financial Year in which such income is to be included exceeds the maximum amount which is not chargeable to income tax;

- (iii) senior citizens, who are 60 (sixty) or more years of age at any time during the Financial Year, enjoy the special privilege to submit a self-declaration in the prescribed form for non-deduction of tax at source in accordance with the provisions of Section 393(6) of the IT Act even if the aggregate income credited or paid or likely to be credited or paid exceeds the maximum amount not chargeable to tax, provided that the tax due on the estimated total income of the year concerned will be NIL;
- (iv) all mutual funds registered with SEBI are exempt from tax on all their income, including income from investment in Debentures under the provisions of Section 11 read with Schedule VII of the IT Act in accordance with the provisions contained therein. Further, as per the provisions of Section 393 of the IT Act, no deduction of tax shall be made by any person from any sums payable to mutual funds specified under Section 11 read with Schedule VII of the IT Act, where such sum is payable to it by way of interest or dividend in respect of any securities or shares owned by it or in which it has full beneficial interest, or any other income accruing or arising to it;
- (v) interest payable to Life Insurance Corporation, General Insurance Corporation and any other insurers are exempted from deductions of tax at source under Section 393 of the IT Act;
- (vi) interest payable to entities falling under the list of entities exempted from tax deduction at source by the circular no. 18/2017 by Central Board of Direct Taxes (whose income is unconditionally exempt under Section 11 of the IT Act and who are also statutorily not required to file return of income as per Section 263 of the IT Act);
- (vii) any other specific exemption available to any other category of investors under the IT Act; and
- (viii) In case(s) where the Debenture Holder(s) do not submit the declaration/ certificates as per format prescribed under Applicable Laws with the Issuer and the Registrar at the specified address on or prior to the relevant Record Date for payment of interest on the Debentures, the Issuer shall not be liable to refund the applicable amount of tax deducted at source and the Debenture Holders would be required to directly take up with the tax authorities for refund, if any.

## **8.29 Letters of Allotment**

In accordance with the Securities and Exchange Board of India (Issue and Listing of Non-Convertible Securities) Regulations, 2021 as amended from time to time, read together with the requirements in respect of the timelines for listing of debt securities issued on a private placement basis prescribed in SEBI Listing Timelines Requirements, the Issuer shall ensure that the Debentures are credited into the demat accounts of the Debenture Holders of the Debentures within 2 (two) Business Days from the Deemed Date of Allotment.

## **8.30 Deemed Date of Allotment**

Deemed Date of Allotment All the benefits under the Debentures, including but not limited to the payment of Coupon, will accrue to the Investor from the deemed date of allotment. The deemed date of allotment for the Issue is September 29, 2026.

All benefits related to the Debentures will be available to the Debenture Holders 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 Issuer reserves the right to keep multiple allotment date(s)/Deemed date(s) of Allotment at its

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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 Issuer at its sole and absolute discretion.

#### **8.31 Record Date**

Means the date falling **15 (Fifteen)** calendar days prior to the Interest Payment Date or the relevant Due Date.

#### **8.32 Refunds**

For applicants whose applications have been rejected or allotted in part, refund orders will be dispatched in the manner specified by the relevant stock exchange for the EBP platform.

#### **8.33 Interest on Application Money**

- (a) Interest at the Interest Rate, subject to deduction of tax at source in accordance with Applicable Law, will be paid by the Issuer on the Application Money to the Applicants from the date of receipt of such Application Money up to **one** day prior to the Deemed Date of Allotment for all valid applications, within 5 (five) Business Days from the Deemed Date of Allotment. Where pay-in date of the Application Money and the Deemed Date of Allotment are the same, no interest on Application Money will be payable.
- (b) Where the entire subscription amount has been refunded, the interest on Application Money will be paid along with the refunded amount to the bank account of the Applicant as described in the Application Form by electronic mode of transfer such as (but not limited to) RTGS/NEFT/direct credit.
- (c) Where an Applicant is allotted a lesser number of Debentures than applied for, the excess amount paid on application will be refunded to the Applicant in the bank account of the Applicant as described in the Application Form towards interest on the refunded money by electronic mode of transfer like RTGS/NEFT/direct credit. Details of allotment will be sent to each successful Applicant.

#### **8.34 Pan Number**

Every applicant should mention its Permanent Account Number ("**PAN**") allotted under the IT Act, on the Application Form and attach a self-attested copy as evidence. Application forms without PAN will be considered incomplete and are liable to be rejected.

#### **8.35 Payment on Redemption**

Payment on redemption will be made by way of cheque(s)/redemption warrant(s)/demand draft(s)/credit through RTGS system/funds transfer in the name of the Debenture Holder(s) whose names appear on the list of beneficial owners given by the Depository to the Issuer as on the Record Date.

The Debentures shall be taken as discharged on payment of the redemption amount by the Issuer on maturity to the registered Debenture Holder(s) whose name appears in the Register of Debenture Holder(s) on the Record Date. On such payment being made, the Issuer will inform NSDL and CDSL and accordingly the account of the Debenture Holder(s) with NSDL and CDSL will be adjusted.

On the Issuer dispatching the amount as specified above in respect of the Debentures, the liability of the Issuer shall stand extinguished.

**Disclaimer:** Please note that only those persons to whom this Key Information Document has been specifically addressed are eligible to apply. However, an application, even if complete in all respects, is liable to be rejected without assigning any reason for the same. The list of documents provided above is only indicative, and an investor is required to provide all those documents / authorizations / information, which are likely to be required by the Issuer. The Issuer may, but is not bound to, revert to any investor for any additional documents / information, and can accept or reject an application as it deems fit. Provisions in

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**respect of investment by investors falling in the categories mentioned above are merely indicative and the Issuer does not warrant that they are permitted to invest as per extant laws, regulations, etc. Each of the above categories of investors is required to check and comply with extant rules/regulations/ guidelines, etc. governing or regulating their investments as applicable to them and the Issuer is not, in any way, directly or indirectly, responsible for any statutory or regulatory breaches by any investor, neither is the Issuer required to check or confirm the same.**

## SECTION 9: UNDERTAKING

Please refer Section 7 of the General Information Document for the undertakings by the Issuer. Please refer below for the undertaking on security, and attestation by the relevant authorised persons of the Issuer:

### 9.1 UNDERTAKINGS BY THE ISSUER

- (a) Investors are advised to read the risk factors (set out in Section 4 (*Risk Factors*) of the General Information Document) 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 securities/ Debentures have not been recommended or approved by the any regulatory authority in India, including the Securities and Exchange Board of India (SEBI) nor does SEBI guarantee the accuracy or adequacy of this document.
- (b) Specific attention of investors is invited to the statement of 'Risk factors' given on page number 22 under the section 'Risks Factors'.
- (c) The Issuer, having made all reasonable inquiries, accepts responsibility for, and confirms that this issue document/General Information Document contains all information with regard to the Issuer and the Issue, that the information contained in the issue document/General 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 issue document/General Information Document as a whole or any of such information or the expression of any such opinions or intentions misleading in any material respect.
- (d) The Issuer has no side letter with any debt securities holder except the one(s) disclosed in the offer document/General Information Document. Any covenants later added shall be disclosed on the stock exchange website where the debt is listed.

### 9.2 UNDERTAKINGS BY SECURITY

- (a) The assets over which security is proposed to be created to secure the Debentures are sole and absolute property of the Issuer and are free from any Security Interest and are not subject to any lis pendens, attachment, or other order or process issued by any Governmental Authority.
- (b) The assets over which security is proposed to be created to secure the Debentures to meet 110% (one hundred and ten percent) security cover or higher security cover are free from any encumbrances and in case the assets are encumbered, the permissions or consent to create any further Security Interest on the assets has been obtained from the existing creditors to whom the assets are charged, prior to creation of the Security Interest for the Debentures.
- (c) The Issuer hereby undertakes that the assets on which the first ranking exclusive Security Interest is created by the Issuer in favour of the Debenture Trustee to secure the obligations of the Issuer in relation to the Debentures under the terms of the Deed of Hypothecation, being the Hypothecated Assets, are free from any encumbrances. All disclosures made in the Disclosure Document with respect to creation of security are in conformity with the clauses of debenture trustee agreement.

(This Key Information Document is neither a prospectus nor a statement in lieu of a prospectus)

### 9.3 ATTESTATION BY authorised by the Board of Directors PERSON(S)

The person(s) authorised by the Issuer hereby attest as follows:

- (a) The Issuer is in compliance with the provisions of Securities Contracts (Regulation) Act, 1956 and the Securities and Exchange Board of India Act, 1992, Companies Act, 2013 and the rules and regulations made thereunder.
- (b) The compliance with the Securities Contracts (Regulation) Act, 1956 and the Securities and Exchange Board of India Act, 1992, Companies Act, 2013 and the rules does not imply that payment of dividend or interest or repayment of non-convertible securities, is guaranteed by the Central Government.
- (c) The monies received under the offer shall be used only for the purposes and objects indicated in this Key Information Document.
- (d) Whatever is stated in this Key Information Document and in the attachments thereto is true, correct and complete and no information material to the subject matter of this Key Information Document has been suppressed or concealed and is as per the original records maintained by the promoters subscribing to the Memorandum of Association and Articles of Association.
- (e) 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 4 of the Key Information Document and Section 4 of the General 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.

- (f) The contents of the 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.
- (g) The person(s) set out below are duly authorized to attest to the above by the board of directors or the governing body, as the case may be, by a resolution, a copy of which is also disclosed in the General Information Document.

For Greaves Finance Limited

**Girish  
M S**

Digitally signed by Girish M S  
DN: cn=Girish M S, o=Greaves Finance Limited, email=girish.ms@greavesfinance.com, c=IN  
2.5.4.20=40701a6d376f6e0114989d755e54b  
727b175a8f4719000c9912568a2e579139,  
postalCode=495030, st=Kerala,  
serialNumber=016c0c3967c164769716ecb  
695185d57254892a8ec2844dc5a1401a7  
c=IN, cn=Girish M S  
Date: 2026.09.28 17:31:52 +05'30'

Name: Girish M.S.  
Executive Director  
DIN: 11914274  
Place: Mumbai  
Date: 28<sup>th</sup> September, 2026

For Greaves Finance Limited

**MANISH  
PARIKH**

Digitally signed by Manish Parikh  
DN: cn=Manish Parikh, o=Greaves Finance Limited, email=manish.parikh@greavesfinance.com, c=IN  
2.5.4.20=40701a6d376f6e0114989d755e54b  
727b175a8f4719000c9912568a2e579139,  
postalCode=495030, st=Kerala,  
serialNumber=016c0c3967c164769716ecb  
695185d57254892a8ec2844dc5a1401a7  
c=IN, cn=Manish M S  
Date: 2026.09.28 17:31:52 +05'30'

Name: Manish Parikh  
Company Secretary  
ACS-17904  
Place: Mumbai  
Date: : 28<sup>th</sup> September, 2026

(This Key Information Document is neither a prospectus nor a statement in lieu of a prospectus)

## SECTION 10: DECLARATION BY THE DIRECTORS

Each of the directors of the Issuer hereby confirm and declare that:

- A. the Issuer has complied with the provisions of the Companies Act, 2013 and the rules made hereunder;
- B. the compliance with the Acts and the rules and regulations does not imply that payment of dividend or interest or repayment of non-convertible securities, if applicable, is guaranteed by the Central Government;
- C. the monies received under the Issue shall be used only for the purposes and objects indicated in this Key Information Document; and
- D. the Issuer has complied with, and nothing in the Key Information Document is contrary to, the provisions of Companies Act, 2013, the Securities Contracts (Regulation) Act, 1956 and the Securities and Exchange Board of India Act, 1992, and the rules and regulations made thereunder.

I am authorized by the committee of the Board of Directors of the Issuer vide resolution dated June 19, 2026 to sign this Key Information Document and declare that all the requirements of Companies Act, 2013 and the rules made thereunder in respect of the subject matter of this Key Information Document and matters incidental thereto have been complied with.

Whatever is stated in this Key Information Document and in the attachments thereto is true, correct and complete and no information material to the subject matter of this Key Information Document has been suppressed or concealed and is as per the original records maintained by the promoters subscribing to the Memorandum of Association and Articles of Association.

It is further declared and verified that all the required attachments have been completely, correctly and legibly attached to this Key Information Document.

The Issuer declares that all the relevant provisions in the regulations/guideline issued by SEBI and other Applicable Laws have been complied with and no statement made in this Key Information Document is contrary to the provisions of the regulations/guidelines issued by SEBI and other Applicable Laws, as the case may be. The information contained in this Key Information Document is as applicable to privately placed debt securities and subject to the information available with the Issuer.

For Greaves Finance Limited

**Girish  
M S**

Digitally signed by Girish M S  
DN: cn=Girish M S, o=Greaves Finance Limited,  
email=girish.m.s@greavesfinance.com, c=IN,  
serialNumber=916c5c39d7c1e4769716ec,  
date=2026.09.28 17:32:30 +05'30'

Name: Girish M.S.

Executive Director

DIN: 11914274

Place: Mumbai

Date: 28<sup>th</sup> September, 2026

For Greaves Finance Limited

**MANISH  
PARIKH**

Digitally signed by MANISH PARIKH  
DN: cn=MANISH PARIKH, o=Greaves Finance Limited,  
email=manish.p@greavesfinance.com, c=IN,  
serialNumber=4270762818552a19958a2,  
date=2026.09.28 17:36:39 +05'30'

Name: Manish Parikh

Company Secretary

ACS-17904

Place: Mumbai

Date: 28<sup>th</sup> September, 2026

**ANNEXURE I: AUDITED/LIMITED REVIEW FINANCIAL STATEMENTS**

**Attached Separately**

(This Key Information Document is neither a prospectus nor a statement in lieu of a prospectus)

**ANNEXURE II: RATING LETTER, RATING RATIONALE AND DETAILED PRESS RELEASE FROM THE RATING  
AGENCY**

**Attached Separately**

**ANNEXURE III: CONSENT LETTER FROM THE DEBENTURE TRUSTEE**

**Attached Separately**



(This Key Information Document is neither a prospectus nor a statement in lieu of a prospectus)

|               |  |  |  |  |  |              |  |  |  |  |  |  |  |  |            |  |  |  |  |  |  |  |  |  |  |
|---------------|--|--|--|--|--|--------------|--|--|--|--|--|--|--|--|------------|--|--|--|--|--|--|--|--|--|--|
| <b>STREET</b> |  |  |  |  |  |              |  |  |  |  |  |  |  |  |            |  |  |  |  |  |  |  |  |  |  |
| <b>CITY</b>   |  |  |  |  |  |              |  |  |  |  |  |  |  |  |            |  |  |  |  |  |  |  |  |  |  |
| <b>PIN</b>    |  |  |  |  |  | <b>PHONE</b> |  |  |  |  |  |  |  |  | <b>FAX</b> |  |  |  |  |  |  |  |  |  |  |

APPLICANT'S PAN/GIR NO. \_\_\_\_\_ IT CIRCLE/WARD/DISTRICT \_\_\_\_\_

**TICK WHICHEVER IS APPLICABLE**

|                                                                                                                                                                                                                                |  |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| The Applicant is not required to obtain Government approval under Foreign Exchange Management (Non-debt Instruments) Rules, 2019 prior to subscription of the Debentures.                                                      |  |
| The Applicant is required to obtain Government approval under Foreign Exchange Management (Non-debt Instruments) Rules, 2019 prior to subscription of the Debentures and the same has been obtained, and is enclosed herewith. |  |

**I AM/ WE ARE ( ) COMPANY ( ) OTHERS ( ) SPECIFY \_\_\_\_\_**

We have read and understood the Terms and Conditions of the issue of Debentures including the Risk Factors described in Section 4 of the General Information Document, ("**General Information Document**") issued by the Issuer and have considered these in making our decision to apply. We bind ourselves to these Terms and Conditions and wish to apply for allotment of these Debentures. We request you to please place our name(s) on the Register of Debenture Holders.

| Name of the Authorised Signatory(ies) | Designation | Signature |
|---------------------------------------|-------------|-----------|
|                                       |             |           |
|                                       |             |           |
|                                       |             |           |

**Applicant's Signature:**

We the undersigned, are agreeable to holding the Debentures of the Issuer in dematerialised form. Details of my/our Beneficial Owner Account are given below:

|                                    |                  |
|------------------------------------|------------------|
| <b>DEPOSITORY</b>                  | <b>NSDL/CDSL</b> |
| <b>DEPOSITORY PARTICIPANT NAME</b> |                  |
| <b>DP-ID</b>                       |                  |
| <b>BENEFICIARY ACCOUNT NUMBER</b>  |                  |
| <b>NAME OF THE APPLICANT(S)</b>    |                  |

|                                                                                                                                                             |  |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| <b>Applicant Bank Account:</b><br><br>(Settlement by way of Cheque / Demand Draft / Pay Order / Direct Credit / ECS / NEFT/RTGS/other permitted mechanisms) |  |
|                                                                                                                                                             |  |

|                       |                         |
|-----------------------|-------------------------|
| FOR OFFICE USE ONLY   |                         |
| DATE OF RECEIPT _____ | DATE OF CLEARANCE _____ |

(Note: Cheque and Drafts are subject to realisation)

(This Key Information Document is neither a prospectus nor a statement in lieu of a prospectus)

We understand and confirm that the information provided in the Key Information Document is provided by the Issuer and the same has not been verified by any legal advisors to the Issuer, and other intermediaries and their agents and advisors associated with this Issue. We confirm that we have for the purpose of investing in these Debentures carried out our own due diligence and made our own decisions with respect to investment in these Debentures and have not relied on any representations made by anyone other than the Issuer, if any.

We understand that: i) in case of allotment of Debentures to us, our Beneficiary Account as mentioned above would get credited to the extent of allotted Debentures, ii) we must ensure that the sequence of names as mentioned in the Application Form matches the sequence of name held with our Depository Participant, iii) if the names of the Applicant in this application are not identical and also not in the same order as the Beneficiary Account details with the above mentioned Depository Participant or if the Debentures cannot be credited to our Beneficiary Account for any reason whatsoever, the Issuer shall be entitled at its sole discretion to reject the application or issue the Debentures in physical form.

Applicant's Signature

|                       |                         |
|-----------------------|-------------------------|
| FOR OFFICE USE ONLY   |                         |
| DATE OF RECEIPT _____ | DATE OF CLEARANCE _____ |

(Note : Cheque and Drafts are subject to realisation)

----- (TEAR HERE) -----

**ACKNOWLEDGMENT SLIP**

|                                           |   |   |   |   |   |   |   |   |   |
|-------------------------------------------|---|---|---|---|---|---|---|---|---|
| (To be filled in by Applicant) SERIAL NO. | 1 | - | - | - | - | - | - | - | - |
|-------------------------------------------|---|---|---|---|---|---|---|---|---|

Received from \_\_\_\_\_

|                                              |                    |
|----------------------------------------------|--------------------|
| Address _____                                |                    |
| Cheque/Draft/UTR # _____                     | Drawn on _____ for |
| INR _____ on account of application of _____ | Debenture          |

(This Key Information Document is neither a prospectus nor a statement in lieu of a prospectus)

### **INSTRUCTIONS**

1. Application form must be completed in full, IN ENGLISH.
2. Signatures must be made in English or in any of the Indian languages. Thumb Impressions must be attested by an authorized official of the Bank or by a Magistrate/Notary Public under his/her official seal.
3. Application form, duly completed in all respects, must be submitted with the respective Collecting Bankers. The payment is required to be made to the following account of ICCL by way of an electronic transfer, in accordance with the terms of the EBP Guidelines:

|                  |                                      |                                      |
|------------------|--------------------------------------|--------------------------------------|
| Beneficiary Name | INDIAN CLEARING CORPORATION LIMITED  | INDIAN CLEARING CORPORATION LIMITED  |
| Name of the Bank | HDFC Bank                            | ICICI Bank                           |
| Account Number   | ICCLB                                | ICCLB                                |
| IFSC Code        | HDFC0000060                          | ICIC0000106                          |
| Mode             | RTGS/NEFT/direct credit to such bank | RTGS/NEFT/direct credit to such bank |

The Issuer undertakes that the application money deposited in the above-mentioned bank account shall not be utilized for any purpose other than

- a) for adjustment against allotment of securities; or
- b) for the repayment of monies where the company is unable to allot securities.

4. Receipt of applicants will be acknowledged by the Issuer in the "Acknowledgement Slip" appearing below the application form. No separate receipt will be issued.
5. All applicants should mention their Permanent Account No. or their GIR No. allotted under the IT Act and the Income Tax Circle/Ward/District. In case where neither the PAN nor the GIR No. has been allotted, the fact of non-allotment should be mentioned in the application form in the space provided. Income Tax as applicable will be deducted at source at the time of payment of interest including interest payable on application money.
6. The application would be accepted as per the terms of the manner outlined in the transaction documents for the private placement.

(This Key Information Document is neither a prospectus nor a statement in lieu of a prospectus)

#### ANNEXURE V: ILLUSTRATION OF BOND CASH FLOWS

| SI | Due Date(s)* | Net Cash flow | Interest | Principal Prepayment | Principal O/S |
|----|--------------|---------------|----------|----------------------|---------------|
| 0  | 29-Sep-26    | (1,00,000)    |          |                      | 1,00,000      |
| 1  | 29-Oct-26    | 863.01        | 863.01   | -                    | 1,00,000      |
| 2  | 29-Nov-26    | 891.78        | 891.78   | -                    | 1,00,000      |
| 3  | 29-Dec-26    | 863.01        | 863.01   |                      | 1,00,000      |
| 4  | 29-Jan-27    | 891.78        | 891.78   | -                    | 1,00,000      |
| 5  | 28-Feb-27    | 863.01        | 863.01   | -                    | 1,00,000      |
| 6  | 29-Mar-27    | 834.25        | 834.25   |                      | 1,00,000      |
| 7  | 29-Apr-27    | 889.34        | 889.34   | -                    | 1,00,000      |
| 8  | 29-May-27    | 860.66        | 860.66   | -                    | 1,00,000      |
| 9  | 29-Jun-27    | 889.34        | 889.34   |                      | 1,00,000      |
| 10 | 29-Jul-27    | 860.66        | 860.66   | -                    | 1,00,000      |
| 11 | 29-Aug-27    | 889.34        | 889.34   | -                    | 1,00,000      |
| 12 | 29-Sep-27    | 889.34        | 889.34   |                      | 1,00,000      |
| 13 | 29-Oct-27    | 860.66        | 860.66   | -                    | 1,00,000      |
| 14 | 29-Nov-27    | 889.34        | 889.34   | -                    | 1,00,000      |
| 15 | 29-Dec-27    | 860.66        | 860.66   |                      | 1,00,000      |
| 16 | 29-Jan-28    | 889.34        | 889.34   | -                    | 1,00,000      |
| 17 | 29-Feb-28    | 889.34        | 889.34   | -                    | 1,00,000      |
| 18 | 29-Mar-28    | 50,831.97     | 831.97   | 50,000               | 50,000        |
| 19 | 29-Apr-28    | 445.89        | 445.89   | -                    | 50,000        |
| 20 | 29-May-28    | 431.51        | 431.51   |                      | 50,000        |
| 21 | 29-Jun-28    | 445.89        | 445.89   |                      | 50,000        |
| 22 | 29-Jul-28    | 431.51        | 431.51   |                      | 50,000        |
| 23 | 29-Aug-28    | 445.89        | 445.89   |                      | 50,000        |
| 24 | 29-Sep-28    | 445.89        | 445.89   |                      | 50,000        |
| 25 | 29-Oct-28    | 431.51        | 431.51   |                      | 50,000        |
| 26 | 29-Nov-28    | 445.89        | 445.89   |                      | 50,000        |
| 27 | 29-Dec-28    | 50,431.51     | 431.51   | 50,000               | -             |

\*Financial year is considered while calculating the leap year.

\* The cash flow above is subject to the Business Day Convention.

(This Key Information Document is neither a prospectus nor a statement in lieu of a prospectus)

**ANNEXURE VI: DUE DILIGENCE CERTIFICATE OF THE DEBENTURE TRUSTEE**

Attached separately

(This Key Information Document is neither a prospectus nor a statement in lieu of a prospectus)

## **ANNEXURE VII: DEBENTURE TRUSTEE AGREEMENT**

Attached separately

(This Key Information Document is neither a prospectus nor a statement in lieu of a prospectus)

**ANNEXURE VIII: IN-PRINCIPLE APPROVAL RECEIVED FROM BSE**

Attached separately

(This Key Information Document is neither a prospectus nor a statement in lieu of a prospectus)

#### **ANNEXURE IX : LENDING POLICY**

As set out in the General Information Document.

(This Key Information Document is neither a prospectus nor a statement in lieu of a prospectus)

**ANNEXURE X: BOARD RESOLUTION**

Attached separately

(This Key Information Document is neither a prospectus nor a statement in lieu of a prospectus)

#### **ANNEXURE XI: SHAREHOLDERS RESOLUTIONS**

Attached separately

**ANNEXURE XII: DISCLOSURES PURSUANT TO THE SEBI DEBENTURE TRUSTEES MASTER CIRCULAR**

**(a) Details of assets, movable property and immovable property on which charge is proposed to be created**

Please refer Section 6 (Summary Terms) of this Key Information Document

**(b) Title deeds (original/ certified true copy by issuers/ certified true copy by existing charge holders, as available) or title reports issued by a legal counsel/ advocates, copies of the relevant agreements/ Memorandum of Understanding**

Not Applicable.

**(c) Copy of evidence of registration with Sub-registrar, Registrar of Companies, Central Registry of Securitization Asset Reconstruction and Security Interest (CERSAI) etc.**

The charge created over the immovable assets set out in (a) above will be reported to the relevant Registrar of Companies and the Central Registry of Securitisation Asset Reconstruction and Security Interest of India (CERSAI) within the timelines prescribed under Applicable Law. As the charge is being created over movable assets, no filings are required to be made with the any sub-registrar.

**(d) For unencumbered assets, an undertaking that the assets on which charge is proposed to be created are free from any encumbrances**

The Issuer hereby undertakes that the assets on which charge is proposed to be created as security for the Debentures are free from any encumbrances.

**(e) For encumbered assets, on which charge is proposed to be created, the following consents along-with their validity as on date of their submission:**

**(i) Details of existing charge over the assets along with details of charge holders, value/ amount, copy of evidence of registration with Sub-registrar, Registrar of Companies, CERSAI, Information Utility (IU) registered with Insolvency and Bankruptcy Board of India (IBBI) etc. as applicable:**

Not Applicable.

**(ii) Consent/ No-objection certificate (NOC) from existing charge holders for further creation of charge on the assets or relevant transaction documents wherein existing charge holders have given conditional consent/ permission to the Issuer to create further charge on the assets, along-with terms of such conditional consent/ permission, if any:**

Not Applicable.

**(iii) Consent/ NOC from existing unsecured lenders, in case, negative lien is created by Issuer in favour of unsecured lenders:**

Not Applicable.

**(f) In case of personal guarantee or any other document/ letter with similar intent is offered as security or a part of security:**

**(i) Details of guarantor viz. relationship with the Issuer:** Not Applicable.

**(ii) Net worth statement (not older than 6 months from the date of debenture trustee agreement) certified by a chartered accountant of the guarantor:** Not Applicable.

**(iii) List of assets of the guarantor including undertakings/ consent/ NOC as per para 2.1(b) and 2.1(c) of Chapter II of the SEBI Debenture Trustees Master Circular:** Not Applicable.

- (iv) **Conditions of invocation of guarantee including details of put options or any other terms and conditions which may impact the security created:** Not Applicable.
- (v) **List of previously entered agreements for providing guarantee to any other person along with an undertaking that there are no agreements other than those provided in the list, if any:** Not Applicable.
- (g) **In case of corporate guarantee or any other document/ letter with similar intent is offered as security or a part of security:**

  - (i) **Details of guarantor viz. holding/ subsidiary/ associate company etc:** Not Applicable.
  - (ii) **Audited financial statements (not older than 6 months from the date of debenture trustee agreement) of guarantor including details of all contingent liabilities:** Not Applicable.
  - (iii) **List of assets of the guarantor along-with undertakings/consent/NOC as per para 2.1(b) and 2.1(c) of Chapter II of the SEBI Debenture Trustees Master Circular:** Not Applicable.
  - (iv) **Conditions of invocation of guarantee including details of put options or any other terms and conditions which may impact the security created:** Not Applicable.
  - (v) **Impact on the security in case of restructuring activity of the guarantor:** Not Applicable.
  - (vi) **Undertaking by the guarantor that the guarantee shall be disclosed as "contingent liability" in the "notes to accounts" of financial statement of the guarantor:** Not Applicable.
  - (vii) **Copy of Board resolution of the guarantor for the guarantee provided in respect of the debt securities of the Issuer:** Not Applicable.
  - (viii) **List of previously entered agreements for providing guarantee to any other person along with an undertaking that there are no agreements other than those provided in the list, if any:** Not Applicable.
- (h) **In case of any other contractual comforts/ credit enhancements provided for or on behalf of the issuer, it shall be required to be legal, valid and enforceable at all times, as affirmed by the issuer. In all other respects, it shall be dealt with as specified above with respect to guarantees:** Not Applicable.
- (i) **In case securities (equity shares, etc.) are being offered as security then a holding statement from the depository participant along with due pledge of such securities in favour of Debenture Trustee in the depository system shall be ensured:** Not Applicable.
- (j) **Details of any other form of security being offered viz. Debt Service Reserve Account etc.:** Please refer section named "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, replacement of security, interest to the debenture holder over and above the coupon rate as specified in the Trust Deed and disclosed in the Key Information Document" in Section 6 (*Summary Terms*).
- (k) **Any other information, documents or records required by debenture trustee with regard to creation of security and perfection of security:** Not Applicable.
- (l) **Declaration:** The Issuer declares that 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.
- (m) **Terms and conditions of debenture trustee agreement including fees charged by debenture trustees(s):** The acceptance fee of the Debenture Trustee and the annual fee of the Debenture Trustee in accordance with the engagement/fee letter dated September 22, 2026 of the Debenture Trustee for terms and conditions of the appointment of the Debenture Trustee

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and fee of the Debenture Trustee. Please refer to Annexure

- (n) **Details of security to be created:** Please refer section named "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, replacement of security, interest to the debenture holder over and above the coupon rate as specified in the Trust Deed and disclosed in the Key Information Document" in Section 6 (*Summary Terms*).
- (o) **Process of due diligence carried out by the debenture trustee:** The Debenture Trustee has carried out due diligence in accordance with the manner prescribed in the SEBI Debenture Trustees Master Circular. The due diligence broadly includes the following:
- (i) A chartered accountant appointed by the Debenture Trustee will be conducting an independent due diligence as per scope provided by the Debenture Trustee and the information provided by the Issuer in respect of the security being provided by the Issuer in respect of the Debentures.
  - (ii) The chartered accountant will verify and ensure that the assets provided by the Issuer for creation of security are free from any encumbrances or necessary permission or consent has been obtained from existing charge holders.
  - (iii) Periodical due diligence will be carried out by the Debenture Trustee in accordance with the Debenture Trustees Regulations and the relevant circulars issued by SEBI from time to time (including the SEBI Debenture Trustees Master Circular) as per the nature of security provided by the Issuer in respect of the Debentures.
  - (iv) The Debenture Trustee will issue such necessary certificate(s) in relation to the due diligence carried out by it and such certificate(s) will be available on Stock Exchanges from time to time for information of the Debenture Holders.
  - (v) Even though the Debentures are to be secured to the extent of at least 100% of the principal and interest amount or as per the terms of this Key Information Document, in favor of the Debenture Trustee, the recovery of 100% of the amount shall depend on the market scenario prevalent at the time of enforcement of the security.
  - (vi) Due diligence will be carried out for maintenance of the prescribed Security Cover depending on information provided by the Issuer and the chartered accountant appointed by the Debenture Trustee or the Debenture Trustee will not be responsible for misinformation provided by Issuer.
- (p) **Due diligence certificates as per the format specified in the SEBI Debenture Trustees Master Circular and in the SEBI NCS Regulations:** Enclosed as **Annexure VI**. The due diligence certificates will be submitted to BSE along with the Key Information Document.

(This Key Information Document is neither a prospectus nor a statement in lieu of a prospectus)

**ANNEXURE XV: PAS-4**

Enclosed separately