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

No.: 01/2026-27/NCD Date: 18 September 2026

KEY INFORMATION DOCUMENT
(FOR PRIVATE PLACEMENT)
by

DMI FINANCE PRIVATE LIMITED

(A private limited company incorporated under the Companies Act, 1956 and continues to exist under the Companies Act, 2013)

Corporate Identification Number (CIN): U64990DL2008PTC182749 **Permanent Account Number (PAN):** AACCD9708K **Date of Incorporation:** 2 September 2008 **Place of Incorporation:** Delhi, India **Registration/identification number issued by the relevant regulator:** N-14.03176 **Website:** www.dmifinance.in	**Registered Office:** Express Building, 3rd Floor 9-10, Bahadur Shah Zafar Marg, Central Delhi, New Delhi, Delhi, India, 110002 **Corporate Office:** Express Building, 3rd Floor 9-10, Bahadur Shah Zafar Marg, Central Delhi, New Delhi, Delhi, India, 110002 **Telephone No.:** +91 11 4120 4400 **Email:** compliance@dmifinance.in

Key information document for issue of up to: (i) 10,000 senior, secured, listed, rated, transferable and redeemable non-convertible debentures with nominal value of INR 1,00,000 each, aggregating to not more than INR 100,00,00,000, along with a green shoe option of up to 20,000 senior, secured, listed, rated, transferable and redeemable non-convertible debentures with nominal value of INR 1,00,000 each, aggregating to not more than INR 200,00,00,000, with the total issue size aggregating up to INR 300,00,00,000 ("Series 1 Debentures"); (ii) 10,000 senior, secured, listed, rated, transferable and redeemable non-convertible debentures with nominal value of INR 1,00,000 each, aggregating to not more than INR 100,00,00,000, along with a green shoe option of up to 20,000 senior, secured, listed, rated, transferable and redeemable non-convertible debentures with nominal value of INR 1,00,000 each, aggregating to not more than INR 200,00,00,000, with the total issue size aggregating up to INR 300,00,00,000 ("Series 2 Debentures"); (iii) 10,000 senior, secured, listed, rated, transferable and redeemable non-convertible debentures with nominal value of INR 1,00,000 each, aggregating to not more than INR 100,00,00,000, along with a green shoe option of up to 16,500 senior, secured, listed, rated, transferable and redeemable non-convertible debentures with nominal value of INR 1,00,000 each, aggregating to not more than INR 165,00,00,000, with the total issue size aggregating up to INR 265,00,00,000 ("Series 3 Debentures"); (iv) 10,000 senior, secured, listed, rated, transferable and redeemable non-convertible debentures with nominal value of INR 1,00,000 each, aggregating to not more than INR 100,00,00,000, along with a green shoe option of up to 20,000 senior, secured, listed, rated, transferable and redeemable non-convertible debentures with nominal value of INR 1,00,000 each, aggregating to not more than INR 200,00,00,000, with the total issue size aggregating up to INR 300,00,00,000 ("Series 4 Debentures"); (v) 10,000 senior, secured, listed, rated, transferable and redeemable non-convertible debentures with nominal value of INR 1,00,000 each, aggregating to not more than INR 100,00,00,000, along with a green shoe option of up to 25,000 senior, secured, listed, rated, transferable and redeemable non-convertible debentures with nominal value of INR 1,00,000 each, aggregating to not more than INR 250,00,00,000, with the total issue size aggregating up to INR 350,00,00,000 ("Series 5 Debentures"); and (vi) 10,000 senior, secured, listed, rated, transferable and redeemable non-convertible debentures with nominal value of INR 1,00,000 each, aggregating to not more than INR 100,00,00,000, along with a green shoe option of up to 20,000 senior, secured, listed, rated, transferable and redeemable non-convertible debentures with nominal value of INR 1,00,000 each, aggregating to not more than INR 200,00,00,000, with the total issue size aggregating up to INR 300,00,00,000 ("Series 6 Debentures") (Series 1 Debentures, Series 2 Debentures, Series 3 Debentures, Series 4 Debentures, Series 5 Debentures and Series 6 Debentures are collectively referred to as the "Debentures") on a private placement basis (the "Issue") for cash at par on a fully paid-up basis.

Certain details of the Debentures are as follows:

(a) **Details of Issue:** The issue size and the nature, number, price and amount of Debentures offered is set out in Section 8 below.

(b) **Rating**: The Debentures are rated as "[ICRA]AA (Stable)" pursuant to the letter dated 8 September 2026 and the rating rationale dated 9 September 2026. Please refer to Annexure I below for the rating letter, press release and rating rationale. No other credit ratings have been obtained for the purposes of this Issue.

(c) **Listing**: The Debentures are proposed to be listed on the Wholesale Debt Market (WDM) of the BSE Limited within the time period prescribed under the SEBI Listing Timelines Requirements (as defined below).

(d) **Eligible Investors**: Please refer to Section 9.7 below.

(e) **Coupon related details**: The coupon rate for: (i) Series 1 Debentures is 9.5% (nine point five percent) per annum; (ii) Series 2 Debentures is 9.5% (nine point five percent) per annum; (iii) Series 3 Debentures – 9.5% (nine point five percent) per annum;

(iv) Series 4 Debentures – 9.22% (nine point two two percent) per annum; (v) Series 5 Debentures – 9.5% (nine point five percent) per annum; and (vi) Series 6 Debentures – 9.5% (nine point five percent) per annum. Please refer to Section 8 below for details about coupon/dividend rate, coupon/dividend payment frequency, redemption dates, redemption amount, etc.

(f) **Underwriting**: Not Applicable.

(g) **Details of Electronic Book Mechanism**: Please refer to Section 9 below.

ISSUE SCHEDULE			
Issue Opening Date	**Issue Closing Date**	**Date of earliest closing of the issue, if any**	**Deemed Date of Allotment**
SERIES 1 DEBENTURES			
18 September 2026	18 September 2026	NA	21 September 2026
SERIES 2 DEBENTURES			
18 September 2026	18 September 2026	NA	21 September 2026
SERIES 3 DEBENTURES			
18 September 2026	18 September 2026	NA	21 September 2026
SERIES 4 DEBENTURES			
18 September 2026	18 September 2026	NA	21 September 2026
SERIES 5 DEBENTURES			
18 September 2026	18 September 2026	NA	21 September 2026
SERIES 6 DEBENTURES			
18 September 2026	18 September 2026	NA	21 September 2026

KEY OFFICERS OF THE ISSUER		
Company Secretary and Compliance Officer **Ms. Reena Jayara** **Address: Express Building, 3rd Floor, 9-10, Bahadur Shah Zafar Marg, New Delhi-110002** **Phone No.: +91 11 4120 4400** **Email: cs.compliance@dmifinance.in**	**Chief Financial Officer** **Pratik Adatia** **Tel**: +91 11 41204444 **Email**: pratik.adatia@dmifinance.in	**Promoters** **DMI Limited** **Tel**: +230 404 8000 **Email**: mitcobu6@mitcoworld.com

DETAILS OF STAKEHOLDERS			
Debenture Trustee AXIS TRUSTEE **Debenture Trustee** **Axis Trustee Services Limited** **Address**: The Ruby 2nd Floor, SW 29 Senapati Bapat Marg, Dadar West Mumbai 400 028	**Registrar and Transfer Agent** MUFG **MUFG Intime India Private Limited** *(Formerly Link Intime India Private Limited)*	**Credit Rating Agency** ICRA A MOODY'S INVESTORS SERVICE COMPANY **ICRA Limited** **Address**: Building No. 8, 2nd Floor, Tower A DLF Cyber City, Phase II, Gurgaon - 122002	**Statutory Auditors** **M/s. Nangia & Co LLP** **Address:** 4th Floor, Iconic Tower, Urmi Estate, 95 Ganpatrao Kadam Marg, Lower Parel (West), Mumbai - 400013, India **Tel:** + 91 22 4474 3400 **Contact Person**: Jaspreet Bedi
Tel: 022-24255215, 9810303768 **Fax**: 022-24254200 **Website:** www.axistrustee.com **Contact person:** Mr. Subhash Jha **E-mail:** debenturetrustee@axistrustee.com	**Address**: C 101, Embassy 247, L.B.S.Marg, Vikhroli (West), Mumbai - 400083. **Tel**: +91 22 49186101 **Fax**: NA **Contact Person**: Amit Dabhade **Email**: amit.dabhade@in.mpms.mufg.com **Website**: www.in.mpms.mufg.com	**Tel**: +91-124-4545 316 **Contact Person**: Manushree Saggar **Email**: manushrees@icraindia.com **Website**: www.icraindia.in	**Email**: Info@nangia.com **Website**: https://nangia.com/

BACKGROUND

This Key Information Document (as defined below) is related to the Debentures to be issued by DMI Finance Private Limited (the "**Issuer**" or "**Company**") on a private placement basis and contains information and disclosures supplemental to those set out in the General Information Document (as defined below), as are required for the purpose of issuing of the Debentures. The issue of the Debentures described under this Key Information Document has been authorised by the Issuer through the special resolution dated March 30, 2026 of the shareholders of the Issuer approving the borrowing limit of INR 20,000,00,00,000 (Indian Rupees Twenty Thousand Crores) under Section 180(1)(c) of Companies Act, 2013, the resolution dated February 13, 2026 of the Board of Directors of the Issuer approving the limit of Issuance of Debentures to up to INR 10,000,00,00,000 (Indian Rupees Ten Thousand Crores) and resolution dated 11 September 2026 of the Loan, Investment and Borrowing Committee of the board of directors ("**LIBAC**") in accordance with the memorandum of association and articles of association of the Issuer.

The special resolution dated March 30, 2026 of the shareholders of the Issuer authorising to raise funds upon such terms and conditions as the Board may think fit for aggregate amount not exceeding INR 20,000,00,00,000 (Indian Rupees Twenty Thousand Crores) is annexed herewith as Annexure VII. The present issue of Debentures in terms of this Key Information Document is within the overall powers of the Board as per the above shareholder resolution(s).

It is hereby clarified that Section 26 of the Companies Act is not applicable to the Issue, and therefore no additional disclosures have been made in relation to Section 26 of the Companies Act under this Key Information Document and accordingly, a copy of this Key Information Document has not been filed with the Registrar of Companies.

This issuance of the Debentures would be under the electronic book mechanism on private placement basis as per Chapter VI of Master Circular read with the "Operational Guidelines for participation on BSEBOND platform (EBP platform of BSE) issued by BSE on 28 December 2017 and updated on 17 April 2023 ("**BSE EBP Guidelines**"), as applicable. The Issuer intends to use the BSEBOND Electronic Bidding Platform ("**BSE EBP**") for the Issue. This Key Information Document is in accordance with all applicable laws, rules, regulations and guidelines

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 this Key Information Document is true and correct in all material aspects and is not misleading, that the opinions and intentions expressed herein are honestly stated and that there are no other facts, the omission of which make this Key Information Document as a whole or any of such information or the expression of any such opinions or intentions misleading.

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 Key Information Document contains details of offer of the Debentures, the financial information of the Issuer (if the information provided in the General Information Document is more than six months old), the material changes in the information provided in the General Information Document and any material developments since the issue of the General Information Document. Accordingly, set out below are the additional / updated / changed information/particulars, which additional / updated / changed information/particulars shall be read in conjunction with other information / particulars appearing in the General Information Document. All other particulars appearing in the General Information Document shall remain unchanged.

- 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 Memorandum. 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.

- This Issue does not form part of non-equity regulatory capital for the purposes of Chapter V of Securities and Exchange Board of India (Issue and Listing of Non-Convertible Securities) Regulations, 2021 and Chapter XIII (*Issuance, Listing and Trading Non-Equity Regulatory Capital*) of 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*". The face value of each debt security issued on private placement basis under this Issue is INR 1,00,000.

TABLE OF CONTENTS

SECTION 1: DEFINITIONS AND ABBREVIATIONS

Please refer to Annexure XV (Additional Definitions) of this Key Information Document for definitions.

In addition to the above, capitalized terms used but not defined hereunder shall have the meaning ascribed to them in the General Information Document. Unless the context otherwise indicates or requires, the following terms shall have the meanings given below in this Key Information Document.

S. NO.	TERM	DEFINITION
2.	Allot/Allotment/Allotted	means the allotment of the Debentures pursuant to this Issue.
3.	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).
5.	Applicant	means a person who has submitted a completed Application Form to the Issuer, and "Applicants" shall be construed accordingly.
6.	Application Form	means the application form to apply for subscription to the Debentures, which is in the form annexed to this Key Information Document and marked as Annexure III.
7.	Application Money	means the subscription amounts paid by the Applicant at the time of submitting the Application Form.
9.	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.
10.	Board / Board of Directors	means the board of directors of the Issuer.
11.	BSE	means BSE Limited.
15.	CERSAI	means the Central Registry of Securitisation Asset Reconstruction and Security Interest of India.
17.	Company/Issuer/DMI Finance	means DMI Finance Private Limited.
19.	Conditions Precedent	means the conditions precedent set out in Annexure XVII (*Conditions Precedent*) of this Key Information Document.
20.	Conditions Subsequent	means the conditions subsequent set out in Annexure XVIII (*Conditions Subsequent*) of this Key Information Document.

S. NO.	TERM	DEFINITION
24.	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 Debentures are being issued and shall include the representations and warranties and the covenants to be provided by the Issuer.
25.	Debenture Trustee	means Axis Trustee Services Limited.
27.	Debenture Trustees Regulations	means the Securities and Exchange Board of India (Debenture Trustees) Regulations, 1993, as amended, modified, supplemented or restated from time to time.
29.	Debt Listing Regulations/ SEBI Debt Listing Regulations	means the Securities and Exchange Board of India (Issue and Listing of Non-Convertible Securities) Regulations, 2021, as amended, modified, supplemented or restated from time to time.
31.	N.A./NA	Not Applicable.
36.	Depository Participant / DP	means a depository participant as defined under the Depositories Act.
37.	Director(s)	means the director(s) of the Issuer.
41.	EBP Platform	has the meaning given to it under the EBP Requirements.
44.	Electronic Book Provider / EBP	has the meaning given to it under the EBP Requirements.
47.	Eligible Investors	has the meaning given to it in Section 9.7.
58.	ICCL	means the Indian Clearing Corporation Limited.
60.	INR/Rs./ ₹	means Indian Rupees.
73.	NBFC	means non-banking financial company.
	NEFT	means National Electronic Fund Transfer.
76.	Net NPA	means the gross "non-performing assets" of the Company determined in accordance with the Applicable Accounting Standards and the NBFC Regulations less the provisioning (determined in accordance with the Applicable Accounting Standards and the NBFC Regulations) for such "non-performing assets”.
79.	PAN	means Permanent Account Number
84.	Purpose	has the meaning given to it in Section 8 (*Summary Terms*).
87.	Rating	means the credit rating for the Debentures from the Rating Agency, being, "[ICRA]AA (Stable)” assigned by the Rating Agency through its letters dated 8 September 2026.

S. NO.	TERM	DEFINITION
90.	Recovery Expense Fund/REF	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 Trustee Circular.
92.	Register of Debenture Holders	means the register of debenture holders maintained by the Issuer in accordance with Section 88 of the Companies Act.
93.	R&T Agent/Registrar	means the registrar and transfer agent appointed for the issue of Debentures, being MUFG Intime India Private Limited
94.	ROC	means the jurisdictional registrar of companies.
95.	RTGS	means Real Time Gross Settlement.
96.	SEBI	means the Securities and Exchange Board of India.
98.	SEBI EBP Requirements/EBP Requirements	means the requirements with respect to electronic book mechanism prescribed in Chapter VI (*Electronic Book Provider platform*) of the SEBI Operational Circular, and the operational guidelines issued by the relevant electronic book provider, as amended, modified, supplemented, or restated from time to time.
99.	SEBI Listed Debentures Circulars	means, collectively, the SEBI Operational Circular, the SEBI Debenture Trustee Circular, the SEBI Debt Listing Regulations, the SEBI LODR Master Circular and the LODR Regulations (to the extent applicable).
100.	SEBI Listing Timelines Requirements	means the requirements in respect of the timelines for listing of debt securities 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 Operational Circular, read with, to the extent applicable, the SEBI EBP Requirements.
101.	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 Nonconvertible Securities, Securitized Debt Instruments and/ or Commercial Paper*", as amended, modified, supplemented, or restated from time to time.
113.	WDM	means the Wholesale Debt Market segment of the BSE

This Key Information Document shall be read in conjunction with the General Information Document, the Debenture Trust Deed and the other Debenture Documents and it is agreed between the Debenture Trustee and the Company that in case of any inconsistency or conflict between this Key Information Document and the General Information Document, this Key Information Document shall prevail, and in case of any inconsistency or conflict between this Key Information Document and the Debenture Trust Deed, the provisions of the Debenture Trust Deed shall prevail and override the provisions of this Key Information Document.

SECTION 2: NOTICE TO INVESTORS AND DISCLAIMERS

2.1 **ISSUER'S DISCLAIMER**

Please refer to Section 2.1 of the General Information Document for the disclaimers by the Issuer.

THE ISSUER ACCEPTS NO RESPONSIBILITY FOR STATEMENTS MADE OTHERWISE THAN IN THE KEY 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.

2.2 **DISCLAIMER CLAUSE OF STOCK EXCHANGES**

Please refer to Section 2.2 of the General Information Document for the disclaimers in respect of the stock exchanges.

2.3 **DISCLAIMER CLAUSE OF RBI**

Please refer to Section 2.3 of the General Information Document for the disclaimers in respect of the RBI.

2.4 **DISCLAIMER CLAUSE OF SEBI**

Please refer to Section 2.4 of the General Information Document for the disclaimers in respect of the SEBI.

IT IS TO BE DISTINCTLY UNDERSTOOD THAT FILING OF THE KEY INFORMATION DOCUMENT TO THE SECURITIES AND EXCHANGE BOARD OF INDIA (SEBI) 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 KEY INFORMATION DOCUMENT. THE LEAD MANAGER(S) (IF ANY) HAS CERTIFIED THAT THE DISCLOSURES MADE IN THE KEY 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.

2.5 **DISCLAIMER IN RESPECT OF JURISDICTION**

Please refer to Section 2.5 of the General Information Document for the disclaimers in respect of the jurisdiction.

2.6 **DISCLAIMER IN RESPECT OF RATING AGENCY**

Please refer to Section 2.6 of the General Information Document for the disclaimers in respect of the Rating Agency.

2.7 **ISSUE OF DEBENTURES IN DEMATERIALISED FORM**

Please refer to Section 2.7 of the General Information Document for the disclaimers in respect of issuances of the Debentures in dematerialised form.

2.8 **DISCLAIMER IN RESPECT OF DEBENTURE TRUSTEE**

Please refer to Section 2.8 of the General Information Document for the disclaimers in respect of the Debenture Trustee.

2.9 CAUTIONARY NOTE

Please refer to Section 2.9 of the General Information Document for the cautionary note on investment in Debentures.

SECTION 3: DETAILS OF PROMOTERS OF THE ISSUER

Please refer to Section 3 of the General Information Document for the details of the promoters of the Issuer.

SECTION 4: RISK FACTORS

Please refer to Section 4 of the General Information Document for the risk factors in respect of the issuance of Debentures.

SECTION 5: ANY MATERIAL DEVELOPMENTS NOT DISCLOSED IN THE GENERAL INFORMATION DOCUMENT, SINCE THE ISSUE OF THE GENERAL INFORMATION DOCUMENT RELEVANT TO THE OFFER OF NON-CONVERTIBLE SECURITIES IN RESPECT OF WHICH THIS KEY INFORMATION DOCUMENT IS BEING ISSUED

Except as disclosed in this Key Information Document, there have been no material developments.

SECTION 6: REGULATORY DISCLOSURES

This Key Information Document is prepared in accordance with the provisions of SEBI Debt Listing Regulations and in this Section 6, the Issuer has set out the details required as per the SEBI Debt Listing Regulations (including Schedule I thereof).

6.1 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 authorisations 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.

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

Due diligence certificate from the Debenture Trustee as per the format specified in the SEBI Debenture Trustee Circular and in the SEBI Debt Listing Regulations.

6.3 Details of credit rating along with the latest press release of the Credit Rating Agency in relation to the issue and 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.

Rating Agency has assigned a rating of "[ICRA]AA (Stable)" through its letter dated 8 September 2026 for the Debentures to be issued in the proposed Issue. The rating letters from the Rating Agency, the rating rationale from the Rating Agency and the detailed press release are provided in Annexure I of this Key Information Document.

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

6.4 Name(s) of the stock exchange(s) where the non-convertible securities are proposed to be listed and the details of their in-principle approval for listing obtained from these stock exchange(s). 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 or has been created, as specified by the Board:

The Debentures are proposed to be listed on the WDM segment of the BSE within the time period prescribed under the SEBI Listing Timelines Requirements. The Debentures are not proposed to be listed on more than one stock exchange.

The Issuer has obtained the in-principle approval for the listing of the debentures in accordance with the General Information Document dated January 22, 2026 from BSE, and the same is annexed in Annexure XIII of the Key Information Document.

The Issuer shall comply with the requirements of the listing agreement for debt securities to the extent applicable to it on a continuous basis. The Recovery Expense Fund shall be created by the Issuer with BSE in accordance with Chapter IV of the SEBI Debenture Trustee Circular.

6.5 Issue Schedule:

PARTICULARS	DATE
Series 1 Debentures	
Issue Opening Date	18 September 2026
Issue Closing Date	18 September 2026
Pay In Date	21 September 2026

Deemed Date of Allotment	21 September 2026
Series 2 Debentures	
Issue Opening Date	18 September 2026
Issue Closing Date	18 September 2026
Pay In Date	21 September 2026
Deemed Date of Allotment	21 September 2026
Series 3 Debentures	
Issue Opening Date	18 September 2026
Issue Closing Date	18 September 2026
Pay In Date	21 September 2026
Deemed Date of Allotment	21 September 2026
Series 4 Debentures	
Issue Opening Date	18 September 2026
Issue Closing Date	18 September 2026
Pay In Date	21 September 2026
Deemed Date of Allotment	21 September 2026
Series 5 Debentures	
Issue Opening Date	18 September 2026
Issue Closing Date	18 September 2026
Pay In Date	21 September 2026
Deemed Date of Allotment	21 September 2026
Series 6 Debentures	
Issue Opening Date	18 September 2026
Issue Closing Date	18 September 2026
Pay In Date	21 September 2026
Deemed Date of Allotment	21 September 2026

The Issuer reserves the right to change the Issuer Schedule in accordance with Applicable Laws

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

(a) **Legal Counsel**

Name	The Issuer has been advised by its in-house legal team
Logo	N.A.
Address	N.A.
Website	N.A.
E-mail address	N.A.
Telephone Number	N.A.
Contact Person Details	N.A.

(b) **Merchant Banker and co-managers to the issue**

Name	N.A.
Logo	N.A.
Address	N.A.
Website	N.A.
E-mail address	N.A.
Telephone Number	N.A.
Contact Person Details	N.A.

(c) **Guarantor**

Name	N.A.
Logo	N.A.
Address	N.A.
Website	N.A.
E-mail address	N.A.
Telephone Number	N.A.
Contact Person Details	N.A.

(d) **Arrangers**

Name	N.A.
Logo	N.A.
Address	N.A.
Website	N.A.
E-mail address	N.A.
Telephone Number	N.A.
Contact Person Details	N.A.

(e) **Legal Advisor**

Name	N.A.
Logo	N.A.
Address	N.A.
Website	N.A.
E-mail address	N.A.
Telephone Number	N.A.
Contact Person Details	N.A.

(f) **Bankers to the Issue**

Name	N.A.
Logo	N.A.
Address	N.A.
Website	N.A.
E-mail address	N.A.
Telephone Number	N.A.
Contact Person Details	N.A.

(g) **Sponsor bank**

Name	N.A.
Logo	N.A.
Address	N.A.
Website	N.A.
E-mail address	N.A.
Telephone Number	N.A.
Contact Person Details	N.A.

(h) **Debenture Trustee to the Issue**

Name	Axis Trustee Services Limited
Logo	AXIS TRUSTEE
Address	The Ruby 2nd Floor, SW 29 Senapati Bapat Marg, Dadar West Mumbai 400 028
Website	www.axistrustee.com
E-mail address	debenturetrustee@axistrustee.com
Telephone Number	022-24255215, 9810303768
Contact Person Details	Mr. Subhash Jha

(i) **Credit Rating Agency for the Issue**

Name	ICRA Limited
Logo	ICRA A MOODY'S INVESTORS SERVICE COMPANY
Address	Building No. 8, 2nd Floor, Tower A DLF Cyber City, Phase II, Gurgaon - 122002
Website	www.icra.in
E-mail address	manushrees@icraindia.com
Telephone Number	+91-124-4545 316
Contact Person Details	Manushree Saggar

(j) **Registrar for the Issue**

Name	MUFG Intime India Private Limited
Logo	MUFG
Address	C 101, Embassy 247, L.B.S.Marg, Vikhroli (West), Mumbai - 400083
Website	www.in.mpms.mufg.com
E-mail address	amit.dabhade@in.mpms.mufg.com
Telephone Number	+91 22 49186101
Contact Person Details	Amit Dabhade

(k) **Statutory Auditors**

Name	M/s. Nangia and Co. LLP, Chartered Accountants
Logo	NA
Peer review certificate no.	016750
Address	4th Floor, Iconic Tower, Urmi Estate, 95 Ganpatrao Kadam Marg, Lower Parel (West), Mumbai - 400013, India
Website	https://nangia.com/
E-mail address	Info@nangia.com
Telephone Number	+ 91 22 4474 3400
Contact Person Details	Jaspreet Bedi

6.7 About the Issuer

The following details pertaining to the issuer:

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

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

(b) **Structure of the group/Issuer:**

Please refer to Section 6.7(b) of the General Information Document for structure of the group/Issuer, it is same as on June 30, 2026. The structure remains unchanged from that as of June 30, 2026.

(c) **A brief summary of the business activities of the subsidiaries of the issuer:**

S. No.	Name of Company	Brief about the business
1	DMI Capital Private Limited	The Company is incorporated under Companies Act, 1956 vide Corporate Identity Number (CIN) U67120DL2013PTC252176. The said company has been formed for the purpose of providing services like underwriting and sub-underwriting, portfolio managers and corporate advisory services. The Company as on June 30, 2026 is a wholly owned subsidiary of DMI Finance.
2	Appnit Technologies Private Limited	The Company is incorporated under Companies Act, 2013 vide Corporate Identity Number (CIN) U72900UP2014PTC063266. The said entity is also registered with the Reserve Bank of India as a Prepaid Payments Issuer ('PPI') to undertake the business of issuance and operations of Prepaid Payment Instruments (PPI) vide CoA No. 109/2017 dated March 22, 2017. DMI Finance holds 95.77% of the said subsidiary's paid-up equity share capital as on June 30, 2026.
3	Glimmer Technologies Private Limited (*formerly DMI Infotech Solutions Private Limited and DMI Consumer Credit Private Limited*)	The Company is incorporated under Companies Act, 2013 vide Corporate Identity Number (CIN) U62091DL2016PTC306694. The Company is engaged in the business of providing Information Technology services. DMI Finance holds 69.05% of the said subsidiary's share capital as on June 30, 2026.
4	DMI Strategic Advisors Private Limited	The Company is incorporated under Companies Act, 2013 vide Corporate Identity Number (CIN) U70200DL2025PTC452458. The said

		company has been formed for the purpose of undertaking consultancy services. The Company as on June 30, 2026 is a wholly owned subsidiary of DMI Finance.

(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 :**

S. no.	DMI Offices	Location	Address	Web Link
1.	DMI Finance Private Limited	Delhi	Express Building, 3rd Floor, 9-10, Bahadur Shah Zafar Marg, New Delhi-110002	https://maps.app.goo.gl/qvT9SZPFJhqdcE4h9
2.	DMI Finance Private Limited	Noida	Sagar Technocity Stellar, 1425, Plot Number 5, Sector 142, Noida, Gautam Buddha Nagar, Uttar Pradesh, 201305	https://maps.app.goo.gl/zbzk7uFuB6Lez5Y59
3.	DMI Finance Private Limited	Gurugram	Corporate Edge, Cyber Hub Level -1, Tower A, Building No. 10, Cyber City, Phase II, Gurgaon-122002	https://maps.app.goo.gl/WQFMk3wboh4B7Yfz9
4.	DMI Finance Private Limited	Mumbai	11th Floor 'R Square', Andheri-Kurla Road, near Chaka-la Metro Station, J.B. Nagar, Andheri (East), Mumbai – 400 053	https://maps.app.goo.gl/SXorPo5jB3jXWPtB7
5.	DMI Finance Private Limited	Bengaluru	Aurbis Prime · No.11, Kaveri Regent Coronet 80 Feet Road, Mahatyagi Lakshmidevi Rd, 3rd Block, Koramangala, Bengaluru, Karnataka 560034	https://maps.app.goo.gl/j6NdEjhJMfbiLjds6
6.	DMI Finance Private Limited	Kolkata	Emami Frank Ross, Office No-7, Jawaharlal Nehru Road, Esplaned, Kolkata, West Bengal-700013	https://maps.app.goo.gl/ACqqrbWoyiuGmKp28
7.	DMI Finance Private Limited	Patna	A/3, PC Colony, 1st Floor, Kankarbagh, Patna - 800020 1st Floor, Kankarbagh, Patna	https://maps.app.goo.gl/FSFy3QUhwSBKyWtw7
8.	DMI Finance Private Limited	Gujarat	AWFIS, 6th Floor, World Center, Beside Dinesh Hall, Nr. Torrent Power, Ashram Rd,	https://maps.app.goo.gl/3UFcVT7vwv79KBGJ6

			Navrangpura, Ahmedabad, Gujarat - 380009	
9.	DMI Finance Private Limited	New Delhi	Pusa Road, LGF, 3B, Rajendra Park, Pusa Road, New Delhi - 110008	https://www.google.com/maps/place/3b,+Pusa+Rd,+near+by+food+bazar,+Block+B,+Rajendra+Place,+Delhi,+110005/@28.6435076,77.1881007,17z/data=!3m1!4b1!4m6!3m5!1s0x390d0298a802b2d7:0x80549d612e837139!8m2!3d28.6435076!4d77.1881007!16s%2Fg%2F11nnkzsk7s?entry=ttu&g_ep=EgoyMDI2MDYxMy4wIKXMDSoASAFQAw%3D%3D

(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.**

Please refer to Section 8 below for the purpose of the placement. Items (ii) to (iv) are N.A.

6.8 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:

S.NO	PARTICULARS	FEE/EXPENSE AMOUNT IN INR (excluding GST)	% OF TOTAL ISSUE EXPENSES	% OF TOTAL ISSUE SIZE****
1.	Lead Manager(s) fees	N. A.	N. A.	N. A.
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	30,000	0.01%	0.0002%
5.	Fees payable to legal advisors	12,50,000	0.43%	0.0086%
6.	Advertising and marketing expenses	N. A. *	N. A. *	N. A*
7.	Fees payable to the regulators including stock exchanges	31,12,030	1.08%	0.0214%

8.	Expenses incurred on printing and distribution of issue stationary	N.A.**	N. A. **	N. A.**
9.	Fees payable to the Debenture Trustee {Upfront fees- INR 2,50,000; Annual fees (each year for a period of 3 years) – INR 50,000}	4,00,000	0.14%	0.0027%
10.	Fees payable to the Rating Agency {Upfront fees – INR 54,56,250; Surveillance fee for next 2 years – INR 58,20,000}	1,12,76,250	3.90%	0.0775%
11.	One-time upfront fee payable to the Investors *****	27,32,83,202 *****	94.45%*****	1.8782%*****
12.	Any other fees, Commission and Payments under whatever nomenclature***	N.A.***	N.A.***	N.A.***

* 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.

***The Issuer may remit other issue related expenses including but not limited to the fees, charges or incentives payable as advisory fees, consultancy fees, brokerage charges, selling commission, marketing/ advertising fees, distribution fees or any other miscellaneous fees directly or indirectly to the investors or intermediary(ies) appointed by the Issuer or any other representative/s / agent/s as may be appointed by the investors/intermediary(ies) and the recipients of this Key Information Document, potential investors and/or investors in primary and secondary are duty informed of the same through this disclosure. Such expenses may be finalised depending upon number of factors including but not limited to issue subscription, market conditions, terms of the issue, issue size, nature and scope of assignment, profile of counter party etc.

**** This is calculated as a percentage of total issue accepted amount.

***** The fee disclosed above is calculated based on the total issue accepted amount across the relevant Series. Such fee is not specific to any single investor and may vary from Series to Series, depending on the applicable terms and size of the issue.

6.9 Financial Information

(a) The audited financial statements (i.e. profit and loss statement, balance sheet and cash flow statement) both on a standalone and consolidated basis for a period of three completed years, which shall not be more than six months old from the date of the issue document or issue opening date, as applicable. Such financial statements shall be audited and certified by the statutory auditor(s) who holds a valid certificate issued by the Peer Review Board of the Institute of

Chartered Accountants of India ("ICAI").

However, if the issuer, being a listed REIT/listed InvIT, has been in existence for a period of 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.

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 weblink, 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 to Annexure I of the General Information Document for the audited financial statements of the Issuer for the Financial Years ended March 31, 2023, March 31, 2024, and March 31, 2025. Please refer to the Annexure XIII of the Key Information Document for the audited financial statements of the Issuer for the Financial Year ended 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 to Annexure I of the General Information Document for the audited financial statements of the Issuer for the Financial Years ended March 31, 2023, March 31, 2024, and March 31, 2025. Please refer to the Annexure XIII of the Key Information Document for the audited financial statements of the Issuer for the Financial Year ended March 31, 2026.

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

(i) **The issue is made on the Electronic Book Platform of the stock exchange, irrespective of the issue size; and**

(ii) **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 more than 3 (three) years.

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 the General Information Document for the audited financial statements of the Issuer for the Financial Years ended March 31, 2023, March 31, 2024, and March 31, 2025, accompanied with the auditor's report along with the requisite schedules, footnotes, summary etc. Please refer to the Annexure XIII of the Key Information Document for the audited financial statements of the Issuer for the Financial Year ended March 31, 2026 accompanied with the auditor's report along with the requisite schedules, footnotes, summary etc.

(d) Key Operational and Financial Parameters on a consolidated basis and on a standalone basis in respect of the financial information provided under clauses (a) to (c) above:

Standalone Basis

PARTICULARS	MARCH 31, 2026 (in INR in millions)	MARCH 31, 2025 (in INR in millions)	MARCH 31, 2024 (in INR in millions)	MARCH 31, 2023 (in INR in millions)
	Audited	**Audited**	**Audited**	**Audited**
BALANCE SHEET				
Assets				
Property, Plant and Equipment	172.74	142.53	141.04	140.53
Financial Assets	94,087.91	1,11,103.49	1,37,365.23	83,382.56
Non-financial Assets excluding property, plant and equipment	4,342.29	4,417.47	2,727.84	1,780.39
Total Assets	**98,602.94**	**1,15,663.49**	**1,40,234.11**	**85,303.48**
Liabilities				
Financial Liabilities				
- Derivative Financial instruments	**	**	**	**
- Trade Payables	1,673.16	1,062.27	1,598.66	1142.17
- Debt Securities	5,945.67	9,267.30	8,862.16	16,837.91
Borrowings (other than Debt Securities)	19,173.28	34,664.21	59,509.28	23,888.51
- Subordinated liabilities				
- Other financial liabilities	1,701.88	1,815.09	1,677.74	1051.33
Non-Financial Liabilities				
- Current tax liabilities (net)	**	**	**	**
- Provisions	201.29	174.56	131.65	96.35
- Deferred tax liabilities (net)	**	**	**	**
- Other non-financial liabilities	151.97	148.07	295.34	226.04
Equity (Equity Share Capital and Other Equity)	69,755.69	68,531.99	68,159.28	42,061.17
Non-controlling interest	**	**	**	**
Total Liabilities and Equity	**98,602.94**	**1,15,663.49**	**1,40,234.11**	**85,303.48**
PROFIT AND LOSS				
Revenue from operations	17,006.40	30,972.43	26,467.17	16,372.16
Other Income	363.36	169.70	219.50	192.90
Total Income	**17,369.76**	**31,142.13**	**26,686.67**	**16,565.06**
Total Expense	**15,966.26**	**31,064.87**	**21,210.61**	**12,186.48**
Profit after tax for the year	1,065.56	53.11	4,166.38	3,240.16
Other Comprehensive	(43.39)	1.65	0.37	174.54

income				
Total Comprehensive Income	**1,022.17**	**54.76**	**4,166.75**	**3,414.70**
Earnings per equity share (Basic)	1.43	0.07	5.64	4.93
Earnings per equity share (Diluted)	1.42	0.07	5.57	4.86
Net cash from / used in(-) operating activities	4,052.58	41,108.27	(47,121.93)	(16,722.32)
Net cash from / used in(-) investing activities	16,110.08	(17,777.47)	2,797.10	2,749.38
Net cash from / used in (-)financing activities	(19,049.57)	(24,651.21)	48,955.95	13,068.06
Net increase/decrease(-) in cash and cash equivalents	1,113.09	(1,320.41)	4,631.12	(904.88)
Cash and cash equivalents at the end of the year	10,052.19	8,939.10	10,259.51	5,628.39

ADDITIONAL INFORMATION				
Net Worth	69,755.69	68,531.99	68,159.28	42,061.17
Cash and cash equivalents	10,052.19	8,939.10	10,259.51	5,628.39
Loans	71,332.52	75,354.34	1,18,427.96	67,331.33
Loans (Principal Amount)				
Total Debts to Total Assets	25.47%	37.98%	48.76%	47.74%
Interest Income	14,448.42	26,419.10	22,533.06	15,969.48
Interest Expense	2,739.42	7,036.10	4,867.48	3,018.66
Impairment on Financial Instruments	5,100.96	14,811.50	9,148.66	4012.2
Bad Debts to Loans	**	**	**	**
% Stage 3 Loans on Loans (Principal Amount)	**	**	**	**
% Net Stage 3 Loans on Loans (Principal Amount)	**	**	**	**
Tier I Capital Adequacy Ratio (%)	70.93%	60.83%	43.88%	49.94%
Tier II Capital Adequacy Ratio (%)	0.41%	0.23%	0.88%	0.93%

Consolidated Basis:

PARTICULARS	MARCH 31, 2026 (in INR in Millions)	MARCH 31, 2025 (in INR in millions)	MARCH 31, 2024 (in INR in millions)	MARCH 31, 2023 (in INR in millions)
	Audited	Audited	Audited	Audited
BALANCE SHEET				
Assets				
Property, Plant and Equipment	178.82	143.71	142.76	143.00
Financial Assets	**92,516.10**	1,09,537.37	1,37,134.21	83,153.37
Non-financial Assets excluding property, plant and equipment	6,034.34	5,679.81	3,209.35	2,223.33
Total Assets	**98,729.26**	**1,15,360.89**	**1,40,486.32**	**85,519.70**
Liabilities				
Financial Liabilities				
- Derivative financial instruments	**	**	**	**
- Trade Payables	1,746.83	1,102.06	1,628.56	1,174.72
- Other Payables	689.05	874.99	850.37	525.06
- Debt Securities	5,945.67	9,267.30	8,862.16	16,837.91
- Borrowings (other than Debt Securities)	19,173.28	34,664.21	59,510.11	23,889.34
- Deposits	**	**	**	**
- Subordinated liabilities	**	**	**	**
- Lease liabilities	500.33	460.69	265.29	242.29
-Other financial liabilities	629.88	496.14	682.09	283.98
Non-Financial Liabilities				
- Current tax liabilities (net)	**	**	**	**
- Provisions	235.28	186.30	139.44	102.31
- Deferred tax liabilities (net)				
- Other non-financial liabilities	434.54	224.26	439.65	261.79
Equity (Equity Share Capital and Other Equity)	69,164.17	68,161.21	68,085.55	42,175.65
Non-controlling interest	210.23	(76.27)	23.10	26.65
Total Liabilities and Equity	**98,729.26**	**1,15,360.89**	**1,40,486.32**	**85,519.70**
PROFIT AND LOSS				
Revenue from operations	17,344.77	31,661.91	26,543.96	16,437.86
Other Income	58.94	135.62	195.59	182.56

Total Income	17,403.71	31,797.53	26,739.55	16,620.42
Total Expenses	16,648.73	32,034.69	21,421.05	12,295.46
Profit after tax for the year	499.17	(310.28)	3,974.02	3,145.19
Other Comprehensive income	-53.37	2.48	0.97	174.09
Total Comprehensive Income	445.8	(307.80)	3,974.99	3,319.28
Earnings per equity share (Basic)	0.69	(0.42)	5.45	4.87
Earnings per equity share (Diluted)	0.68	(0.42)	5.39	4.8
CASH FLOW				
Net cash from / used in (-) operating activities	4,125.27	40,411.35	(47,084.45)	16,844.05
Net cash from / used in (-) investing activities	16,207.46	(17,240.49)	3,008.92	2,667.81
Net cash from / used in (-) financing activities	(19,049.57)	(24,652.05)	48,955.95	13,046.35
Net increase / decrease (-) in cash and cash equivalents	1,283.16	(1,481.19)	4,880.42	(1,129.88)
Cash and cash equivalents at the end of the year	10,382.15	9,098.99	10,580.18	5,699.76

ADDITIONAL INFORMATION				
Net Worth	69,164.17	68,161.21	68,085.55	42,175.65
Cash and cash equivalents	10,382.15	9,098.99	10,580.18	5,699.76
Loans/ Net of ECL	71,343.16	75,367.31	1,18,439.86	67,344.47
Total Debts to Total Assets	25.44%	38.08%	48.67%	47.62%
Interest Income	14,451.79	26,370.65	22,533.79	15,970.05
Interest Expense/ Finance cost	2,739.58	7,033.75	4,867.53	3,018.66
Impairment on Financial Instruments	5,100.96	14,811.50	9,148.66	4,012.20
Bad Debts to Loans	0	0	0	0

** This information/line-item is not maintained by the Issuer.

*** The Issuer does not maintain the consolidated financial statements on a quarterly or semi- annual basis.

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

Contingent liabilities	As on March 31, 2026 (in millions)
GST matter in respect of mismatch of GSTR 1 and GSTR 3B	3.57
GST matter in respect of mismatch of place of supply between the invoice entered by counterparty and the Company	6.56
GST liability in respect of Input Tax Credit (ITC) availed, utilized and reversed	91.74

(f) 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

Please refer Section 6.9(g) of the General Information Document for the details of corporate guarantee or letter of comfort issued by the Issuer. The status remains unchanged from that as of June 30, 2026.

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

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

Please refer Section 6.10(a) of the General Information Document for the details of the share capital of the Issuer as of December 31, 2025. The status remains unchanged from that as of June 30, 2026.

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

Please refer Section 6.10(b) of the General Information Document for the details of change in the share capital of the Issuer for the preceding three financial years and till December 31, 2025. The status remains unchanged from that as of June 30, 2026.

(c) **Details of the equity share capital for the preceding three financial years and current financial year:**
Please refer Section 6.10(c) of the General Information Document for the details of equity share capital of the Issuer for the preceding three financial years and till December 31, 2025. The status remains unchanged from that as of June 30, 2026.

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

Please refer Section 6.10(d) of the General Information Document for the details of any acquisition of or amalgamation with any entity in the preceding one year. The status remains unchanged from that as of June 30, 2026.

(e) **Details of any Reorganization or Reconstruction in the preceding one year:**

Please refer Section 6.10(e) of the General Information Document for the details of any reorganisation or reconstruction in the preceding one year. The status remains unchanged from that as of June 30, 2026.

(f) **Details of the shareholding of the Company as at the latest quarter end, as per the format specified under the listing regulations***:*

The status as of June 30, 2026 is as follows:

Sr. No.	Category of Shareholders	Number of Shares	Total Paid up Capital (INR)	% holding of Paid Up Capital	Residential Status
1	**Promoters**				
	DMI Limited	49,75,43,442	4,97,54,34,420	67.00%	Non-Resident
2	**Founders and Affiliates**	39,86,699	3,98,66,990	0.54%	Resident & Non-Resident both
3	**Corporate Investors**				
	NIS Ganesha S.A.	6,47,35,441	64,73,54,410	8.72%	Non-Resident
	Sumitomo Mitsui Trust Bank Limited	94,82,251	9,48,22,510	1.28%	Non-Resident
	DMI Income Fund Pte. Ltd	3,69,85,984	36,98,59,840	4.98%	Non-Resident
	Windy Investments and affiliates	1,73,41,522	17,34,15,220	2.34%	Resident
	Ganesha Direct Limited	1,04,91,852	10,49,18,520	1.41%	Non-Resident
	MUFG Bank Limited	7,38,30,443	73,83,04,430	9.94%	Non-Resident
4	**Others:**				
(a)	**Other Investors (Individuals, HNI's and Partnership Firms)**	2,75,56,821	27,55,68,210	3.71%	Resident & Non-Resident both
(b)	**Directors and relatives**	4,55,294	45,52,940	0.06%	Resident & Non-Resident both
(c)	**Employees (Ex and Current)**	2,22,420	22,24,200	0.03%	Resident
	Total Capital	**74,26,32,169**	**7,42,63,21,690**	**100.00%**	

#The format of the shareholding pattern prescribed by SEBI under the LODR Regulations is only applicable to listed entities that have listed their "specified securities" (as defined in the LODR Regulations) on a stock exchange. As the Issuer is a private limited company, and does not currently have any listed "specified securities" on the stock exchange, the shareholding pattern has been disclosed in the form set out above.

(g) **List of top ten holders of equity shares of the Company as on June 30, 2026:**

S. No.	Name of the shareholders	Total Number of Equity shares	Total shareholding as % of total number of equity shares	Number of shares in demat form
1	DMI Limited	49,75,43,442	67.00%	49,75,43,442

2	MUFG Bank Limited	7,38,30,443	9.94%	7,38,30,443
3	NIS Ganesha S.A.	6,47,35,441	8.72%	6,47,35,441
4	DMI Income Fund Pte. Ltd	3,69,85,984	4.98%	3,69,85,984
5	Windy Investment Private Limited	1,39,76,517	1.88%	1,39,76,517
6	Ganesha Direct Limited	1,04,91,852	1.41%	1,04,91,852
7	Sumitomo Mitsui Trust Bank Limited	94,82,251	1.28%	94,82,251
8	Kirk Henry Oferrall (on behalf of The Singh 2020 Family Trust)	69,10,641	0.93%	69,10,641
9	Jeannette Vargas (on behalf of Shivashish Chatterjee 2019 Family Trust)	63,38,343	0.85%	63,38,343
10	Jeannette Vargas (on behalf of Shivashish Chatterjee Revocable Trust (2022)	45,26,094	0.61%	45,26,094

6.11 Following details regarding the directors of the Company:

(a) **Details of the current directors of the Company:**
Please refer Section 6.11(a) of the General Information Document for the details of the current directors of the Issuer. The changes in such details from January 22, 2026, up to the date of this KID are provided below.

NAME	DESIGNATION	DIN	AGE (IN YEARS)	ADDRESS	DATE OF APPOINTMENT	DETAILS OF OTHER DIRECTORSHIPS	OCCUPATION
Mr. Shivashish Chatterjee	Managing Director	02623460	53	One 5th AVE, 14D, New York, 10003, United States of America	December 30, 2010	• Glimmer Technologies Private Limited (formerly DMI Infotech Solutions Private Limited and DMI Consumer Credit Private	Business

						Limited) • DMI Capital Private Limited • DMI Management Services Private Limited • DMI Alternatives Private Limited	
Mr. Yuvraja Chanakya Singh	Non Executive Director	02601179	54	46, Second Floor, Jor Bagh, New Delhi, 110003	August 26, 2009	• DMI Housing Finance Private Limited • Glimmer Technologies Private Limited (formerly DM Infotech Solutions Private Limited and DMI Consumer Credit Private Limited) • DMI Capital Private Limited • DMI Management Services Private Limited • Pardus Consultants Private Limited • DMI Alternatives Private Limited • DMI Ventures (UK) Ltd	Business

Mr. Alfred Mendoza	Nominee Director	08432874	54	Breitingerstrasse 27, Zurich, 8002, Switzerland	November 14, 2022	• Quickwork Technologies Private Limited • Pardos Real Estate Private Limited • DMI Housing Finance Private Limited • N.I.S. New Investment Solutions (Liechtenstei) AG • NIS Ganesha S.A. • Ganesha Fixed Income AIF V.C.I.C Limited • Ganesha Direct Limited • DMI Limited • DMI Income Fund Pte. Ltd. • N.I.S. Real Estate Ltd • Immo Brands • GlassPoint, Inc.	Service Sector
Ms. Naomi Koike Hauser	Nominee Director	10540517	52	Bahnhofstrasse 50, 8712 Stäfa, Switzerland	April 13, 2024	• DMI Housing Finance Private Limited	Employment

Mr. Arjun Malhotra	Non-Executive-Independent Director	00177397	77	5, Golf Links, New Delhi-110003, India	December 26, 2024	• Mapmygenome India Limited • AIMIL Limited • PANIIT Alumni Reach for India Foundation • Aakar Innovations Private Limited • Agarsha Investment Manager Private Limited • Magic Software Private Limited • Epic Electronics Products Foundation	Service Sector
Mr.Tammir Amr	Non-Executive-Independent Director	07030832	56	Kirchgasse 50, CH-8001 Zürich, Switzerland	December 26, 2024	• 300ppm Ventures I S.à r.l., • 300ppm Ventures II S.à r.l., • REInvest German Properties VIII S.à r.l., • ARBIP First S.à r.l., • ARBIP Holding S.à r.l., • ARB Investment Partners GP S.à r.l., • Carolea Participation S.à r.l, • Arbosana Participation S.à r.l., • HIP Partners sarl, • Trireme	Service Sector

						Holdings sarl, • Vagalam sarl, • Georgica Advisors sarl, • Horgen Labs sarl, • REI Latin America I sarl, • Optimus Partners GmbH, • GP VIII Sarl, • COTA Racing & Entertainment LLC	
Ms. Meena Hemchandra	Non-Executive Director	05337181	68	57/1, 6th Main, Between 13th and 15th Cross, Malleswaram, Bengaluru, Karnataka – 560003	May 15, 2026	• Triveni Engineering and Industries Limited • The Karur Vysya Bank Limited • Home Credit India Finance Private Limited • Unified Fintech Forum • Vedanta Limited	Retired
Mr. Shuitsuro Komatsu	Nominee Director	11670052	48	2-11-22-401 Daizawa, Setagaya-ku, Tokyo, Japan -1550032	April 29, 2026	• Nil	Professional

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

Please refer Section 6.11(b) of the General Information Document for the details of change in the directors of the Issuer for the Financial Years ended on March 31, 2023, March 31, 2024, March 31, 2025 and up to December 31, 2025. The changes in such details from December 31, 2025, up to the date of this KID are provided below.

NAME	DESINTION	DIN	DATE OF APPOINT MENT	DATE OF CESSATION, IF APPLICABLE	DATE OF RESIGNATION, IF APPLICABLE	REMARKS

Mr. Masashige Nakazono	Nominee Director	11009991	-	April 27, 2026	April 27, 2026	-
Mr. Shuitsuro Komatsu	Nominee Director	11670052	April 29, 2026	-	-	-
Ms. Meena Hemchandra	Non-Executive Director	05337181	May 15, 2026	-	-	Appointment was regularized in the EGM held on July 06, 2026.

(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 company, its subsidiaries and associate companies on a fully diluted basis;

Please refer Section 6.11(c)(i) of the General Information Document for the details of the remuneration payable or paid to a director by the Issuer, its subsidiary or associate company, and the details of the shareholding of the director in the Issuer, its subsidiaries and associate companies on a fully diluted basis, for the Financial Years ended on March 31, 2023, March 31, 2024, and March 31, 2025 and up to December 31, 2025. The status of remuneration as of June 30, 2026 is as below:

A. *BY/IN THE ISSUER:*

S. No.	NAME OF THE DIRECTOR	REMUNERATION PAYABLE/PAID BY THE ISSUER (in INR) (January 1, 2026 to March 31, 2026)	REMUNERATION PAYABLE/PAID BY THE ISSUER (in INR) (April 1, 2026 to June 30, 2026)	SHAREHOLDING/ NO. OF SHARES IN THE ISSUER (ON A FULLY DILUTED BASIS)
1	Mr. Shivashish Chatterjee	2,42,08,923	1,30,49,015	10,53,340
2	Mr. Yuvraja Chanakya Singh			13,11,221
3	Ms. Jayati Chatterjee	-	70,000	**1,22,500
4	Ms. Bina Singh			***3,67,418
5	Mr. Nipendar Kochhar			**76,500
6	Mr. Gurcharan Das	70,000	90,000	**1,22,500
7	Mr. Tammir Amr	50,000		Nil
8	Mr. Arjun Malhotra	90,000	50,000	Nil
9	Mr. Gaurav Burman	-	-	N.A.
10	Mr. Masakazu Osawa	-	-	N.A.
11	Mr. Masashige Nakazono	-	-	Nil
12	Ms. Naomi Koike Hauser	-	-	Nil
13	Mr. Alfred Victor Mendoza	-	-	Nil
14	Mr. Shuitsuro Komatsu	-	-	Nil
15	Ms. Meena Hemchandra	-	50,000	

Notes:

1. *Mr. Yuvraja Chanakya Singh was redesignated from Joint Managing Director and Key Managerial Personnel to Non-Executive Director w.e.f. January 21, 2025.*

2. *Ms. Bina Singh and Ms Jayati Chatterjee resigned from the position of Non-Executive Director on December 25, 2024.*
3. *Mr. Tammir Amr and Mr. Arjun Malhotra were appointed as an Additional Director in the capacity of Non-Executive Independent Director w.e.f December 26, 2024. Further, their appointment was regularised by the shareholders in the EGM held on March 25, 2025.*
4. *Mr. Masakazu Osawa (DIN:10138005), who was serving as a Nominee Director (Nominated by MUFG Bank Limited) tendered his resignation on March 25, 2025 with immediate effect.*
5. *Mr. Masashige Nakazono was appointed as a Nominee Director (Nominated by MUFG Bank Limited) on the Board of the Company w.e.f. March 28, 2025. He, thereafter resigned from the position of Nominee Director w.e.f. April 27, 2026.*
6. *Ms. Naomi Koike Hauser (DIN:10540517) was appointed as an Additional Director in the category of Nominee Director (Nominated by NIS Ganesha SA) with effect from April 13, 2024 and her appointment was regularised by the shareholders of the Company at Extra-Ordinary General Meeting ("EGM") held on July 12, 2024.*
7. *Mr. Shuitsuro Komatsu was appointed as a Nominee Director (Nominated by MUFG Bank Limited) on the Board of the Company w.e.f. April 29, 2026.*
8. *Ms. Meena Hemchandra has been appointed as an Additional (Non-Executive) Director on the Board of the Company w.e.f May 15, 2026.*

***represents convertible share warrants issued by the Company.*
****comprise 2,44,918 equity shares and 1,22,500 convertible share warrants issued by the Company.*

B. ***BY/IN THE SUBSIDIARIES OF THE ISSUER:***

i. **<u>DMI Capital Private Limited</u>**

S. No.	NAME OF THE DIRECTOR	REMUNERATION PAYABLE/PAID BY THE ISSUER (in INR) (January 1, 2026 to June 30, 2026)	SHAREHOLDING/ NO. OF SHARES IN THE ISSUER (ON A FULLY DILUTED BASIS)
1.	Mr. Shivashish Chatterjee (Nominee shareholder of DMI Finance Private Limited)	N.A.	1
2.	Mr. Yuvraja Chanakya Singh (Nominee share- holder of DMI Finance Private Limited)	N.A.	1

ii. **<u>Glimmer Technologies Private Limited (Formerly known as DMI Infotech Solutions Private Limited and DMI Consumer Credit Private Limited)</u>**

S. No.	NAME OF THE DIRECTOR	REMUNERATION PAYABLE/PAID BY THE ISSUER (in INR) (January 1, 2026 to June 30, 2026)	SHAREHOLDING/ NO. OF SHARES IN THE ISSUER (ON A FULLY DILUTED BASIS)
1.	Mr. Shivashish Chatterjee	N.A.	1,70,000
2.	Mr. Yuvraja Chanakya Singh	N.A.	1,70,000
3.	Ms. Jayati Chatterjee	N.A.	5,000
4.	Ms. Bina Singh	N.A.	5,000

iii. **<u>Appnit Technologies Private Limited</u>**: NA.

iv. **<u>DMI Strategic Advisors Private Limited</u>**

S. No.	NAME OF THE DIRECTOR	REMUNERATION PAYABLE/PAID BY THE ISSUER (in INR) (January 1, 2026 to March 31, 2026)	SHAREHOLDING/ NO. OF SHARES IN THE ISSUER (ON A FULLY DILUTED BASIS)
1.	Ms. Jayati Chatterjee (Nominee shareholder of DMI Finance Private Limited)	N.A.	1
2.	Ms. Bina Singh (Nominee shareholder of DMI Finance Private Limited)	N.A.	1

C. ***BY/IN THE ASSOCIATE OF THE ISSUER:***

(i) **<u>DMI Ampverse Private Limited:</u>**

Please refer Section 6.11(c)(i) of the General Information Document for the details of the remuneration payable or paid to a director by the Issuer, its subsidiary or associate company, and the details of the shareholding of the director in the Issuer, its subsidiaries and associate companies on a fully diluted basis, for the Financial Years ended on March 31, 2023, March 31, 2024, and March 31, 2025 and up to December 31, 2025. The status of remuneration as of June 30, 2026 is as below:

S. NO.	NAME OF THE DIRECTOR	REMUNERATION PAYABLE/PAID BY THE ASSOCIATE (in INR) (January 1, 2026 to March 31, 2026)	SHAREHOLDING/NO. OF SHARES IN THE ASSOCIATE OF THE ISSUER (ON A FULLY DILUTED BASIS)
1	Neha Mehta	779,602	0
2	Charles Baillie	0	0
3	Tim Roemer	0	0
4	Pooja Malik	0	0

S. NO.	NAME OF THE DIRECTOR	REMUNERATION PAYABLE/PAID BY THE ASSOCIATE (in INR) (April 1, 2026 to June 30, 2026)	SHAREHOLDING/NO. OF SHARES IN THE ASSOCIATE OF THE ISSUER (ON A FULLY DILUTED BASIS)
1	Neha Mehta	1,117,429	0
2	Charles Baillie	0	0
3	Tim Roemer	0	0
4	Pooja Malik	0	0

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

Please refer Section 6.11(c)(ii) of the General Information Document for the details of the appointment of any relatives to an office or place of profit of the Issuer, its subsidiary or associate company for the preceding three Financial Years ended on March 31, 2023, March

31, 2024, and March 31, 2025 and up to December 31, 2025. The status remains unchanged from that as of June 30, 2026.

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

A. in the promotion of the issuer company; or

B. in any immoveable property acquired by the issuer company in the two years preceding the date of the issue document or any immoveable property proposed to be acquired by it; or

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

Please refer Section 6.11(c)(iii)(a) to 6.11(c)(iii)(c) of the General Information Document for the details of the full particulars of the nature and extent of interest, if any, of every director. The status remains unchanged from that as of June 30, 2026.

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

Please refer Section 6.11(c)(iii)(d) of the General Information Document for the details of contribution being made by the directors as part of the offer or separately in furtherance of such objects.

6.12 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.

Please refer Section 6.12 of the General Information Document for the details of 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.

6.13 Following details regarding the auditors of the Issuer:

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

Please refer Section 6.13(a) of the General Information Document for the details of the auditor of the Issuer. The status remains unchanged from that as of June 30, 2026.

(b) **Details of change in auditors for preceding three financial years and current financial year:**
Please refer Section 6.13(b) of the General Information Document for the details of change in auditors for the Financial Years ended on March 31, 2023, March 31, 2024, March 31, 2025 and up to December 31, 2025. The status remains unchanged from that as of June 30, 2026.

6.14 Details of the following liabilities of the issuer, as at the end of the preceding quarter, or if available, a later date:

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

S. No	Name of Lender	Type of Facility	Amount Sanctioned (In INR Crores)	Principal Outstanding (In INR Crore)	Repayment Date/ Schedule	Security	Credit Rating if Applicable	Asset Classification
1	Bank of Maharashtra-5	Term Loan	100.00	100.00	12 quarterly instalments	125% OF RECEIVABLES	ICRA AA (Stable)	Standard
2	IndusInd Bank-4	Term Loan	300.00	12.46	12 quarterly instalments	125% OF RECEIVABLES	ICRA AA (Stable)	Standard
3	IndusInd Bank-5	Term Loan	200.00	199.94	8 quarterly instalments	125% OF RECEIVABLES	ICRA AA (Stable)	Standard
4	South Indian Bank TL-3	Term Loan	100.00	99.95	5 quarterly instalments	125% OF RECEIVABLES	ICRA AA (Stable)	Standard
5	Indian Bank-4	Term Loan	50.00	6.35	8 quarterly instalments	125% OF RECEIVABLES	ICRA AA (Stable)	Standard
6	CSB-3	Term Loan	50.00	18.48	12 quarterly instalments	125% OF RECEIVABLES	ICRA AA (Stable)	Standard
7	CSB TL -4	Term Loan	50.00	45.72	36 monthly instalments	125% OF RECEIVABLES	ICRA AA (Stable)	Standard
8	CSB TL -5	Term Loan	25.00	24.99	36 monthly instalments	125% OF RECEIVABLES	ICRA AA (Stable)	Standard
9	State Bank of India -3	Term Loan	200.00	26.98	15 quarterly instalments	125% OF RECEIVABLES	ICRA AA (Stable)	Standard
10	Kotak Mahindra Bank-7	Term Loan	200.00	12.50	24 monthly instalments	125% OF RECEIVABLES	ICRA AA (Stable)	Standard
11	Kotak Mahindra Bank-8	Term Loan		95.83	24 monthly instalments	125% OF RECEIVABLES	ICRA AA (Stable)	Standard
12	Federal Bank TL-3	Term Loan	50.00	47.90	24 monthly instalments	125% OF RECEIVABLES	ICRA AA (Stable)	Standard
13	Federal Bank TL-4	Term Loan	50.00	50.00	24 monthly instalments	125% OF RECEIVABLES	ICRA AA (Stable)	Standard
14	State Bank of India -4	Term Loan	750.00	252.34	15 quarterly instalments	125% OF RECEIVABLES	ICRA AA (Stable)	Standard
15	Bajaj Finance Limited TL-1	Term Loan	100.00	13.89	36 monthly instalments	125% OF RECEIVABLES	ICRA AA (Stable)	Standard
16	Bajaj Finance Limited TL-2	Term Loan	100.00	16.16	36 monthly instalments	125% OF RECEIVABLES	ICRA AA (Stable)	Standard
17	Bajaj Finance Limited TL-3	Term Loan	100.00	97.22	36 monthly instalments	125% OF RECEIVABLES	ICRA AA (Stable)	Standard
18	Poonawalla Fincorp Ltd TL-1	Term Loan	50.00	10.83	36 monthly instalments	110% OF RECEIVABLES	ICRA AA (Stable)	Standard
19	Poonawalla Fincorp Ltd TL-3	Term Loan	100.00	92.32	24 monthly instalments	125% OF RECEIVABLES	ICRA AA (Stable)	Standard
20	Bank of India TL-1	Term Loan	100.00	5.45	14 quarterly instalments	125% OF RECEIVABLES	ICRA AA (Stable)	Standard

S. No	Name of Lender	Type of Facility	Amount Sanctioned (In INR Crores)	Principal Outstanding (In INR Crore)	Repayment Date/ Schedule	Security	Credit Rating if Applicable	Asset Classification
21	Bandhan Bank - TL 1	Term Loan	100.00	100.73	27 monthly instalments	125% OF RECEIVABLES	ICRA AA (Stable)	Standard
22	DCB - TL 2	Term Loan	100.00	89.89	30 monthly instalments	125% OF RECEIVABLES	ICRA AA (Stable)	Standard
23	RBL - TL-2	Term Loan	100.00	100.00	6 quarterly instalments	125% OF RECEIVABLES	ICRA AA (Stable)	Standard
24	Utkarsh Bank TL-3	Term Loan	40.00	35.00	24 monthly instalments	125% OF RECEIVABLES	ICRA AA (Stable)	Standard
25	Aditya Birla Capital Limited TL-1	Term Loan	100.00	100.00	36 monthly instalments	125% OF RECEIVABLES	ICRA AA (Stable)	Standard
26	Suryoday Small Finance Bank	Term Loan	50.00	50.00	18 monthly instalments	125% OF RECEIVABLES	ICRA AA (Stable)	Standard
27	MUFG STL 1	Short Term Loan	630.00	300.00	Bullet payment (180 days)	125% OF RECEIVABLES	ICRA AA (Stable)	Standard
28	MUFG STL 2	Short Term Loan		330.00	Bullet payment (180 days)	125% OF RECEIVABLES	ICRA AA (Stable)	Standard
29	IndusInd Bank - CC	CC	25.00	24.99	15 days	125% OF RECEIVABLES	ICRA AA (Stable)	Standard
30	South Indian Bank CC/WCL	CC/WCL	10.00	10.00	15 days	125% OF RECEIVABLES	ICRA AA (Stable)	Standard

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

S. No	Name of Lender	Type of Facility	Amount Sanctioned	Principal Amount Outstanding	Repayment Date/ Schedule	Credit Rating if Applicable
No outstanding unsecured loan facilities as of 30.06.2026						

(c) **Details of outstanding non-convertible securities as of June 30, 2026:**

Series of NCD	ISIN	Tenor/Period of the maturity	Coupon	Amount (In Crores)	Date of Availment / Allotment	Redemption Date/ Schedule	Credit Rating	Secured/ Unsecured	Security
01/NCD/23-24	INE604O07183	30 months	9.80%	10	24-01-2024	24-07-2026	ICRA AA (Stable)	Secured	125% OF RECEIVABLES
02/NCD/23-24	INE604O08132	36 months	9.80%	435	12-03-2024	12-03-2027	ICRA AA (Stable)	Unsecured	NA

03/NCD/24-25	INE604O08140	36 months	9.80%	13.4	04-06-2024	04-06-2027	ICRA AA (Stable)	Unsecured	NA
04/NCD/24-25	INE604O08157	30 months	9.75%	56.17	18-10-2024	18-04-2027	ICRA AA (Stable)	Unsecured	NA
05/NCD/25-26	INE604O08165	12 months	8.75%	80	03-02-2026	04-02-2027	ICRA AA (Stable)	Unsecured	NA

(d) **Details of outstanding commercial paper issuances as of June 30, 2026:**

Series of NCS	ISIN	Tenor/Period of the maturity	Coupon	Amount Outstanding (In Crores)	Date of Allotment	Redemption Date/ Schedule	Credit Rating	Secured/ Unsecured	Security	Other Details viz. Details of Issuing and Paying Agent, Details of Credit Rating Agencies
Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil

(e) **List of top ten holders of non-convertible securities in terms of value (in cumulative basis) as at June 30, 2026**:

S.No.	Name of Holders	Category of Holding	Face Value of Holding (In INR Crores)	Holding as a % of Total Outstanding Non-Convertible Securities of the issuer
1	DCB Bank	Bank	10.00	1.68%
2	DMI Income Fund PTE. Ltd	Corporate	435.00	73.16%
3	Ganesha Fixed Income AIF V C I C Ltd	Corporate	13.40	2.25%
4	DMI Income Fund PTE. Ltd	Corporate	56.17	9.45%
5	DMI Income Fund PTE. Ltd	Corporate	80.00	13.46%

(f) **List of top ten holders of Commercial paper in terms of value (in cumulative basis) as at June 30, 2026:**

S. No.	Name of Holders	Category of Holding	Face Value of Holding (In Inr Crores)	Holding as a % of Total Outstanding Non-Convertible Securities of the issuer
1	Nil	Nil	Nil	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 as on June 30, 2026:**

S. No	Name of Party (In case of facility)/Name of instrument	Type of Facility/ Instrument	Amount Sanctioned/ Issued	Principal Amount Outstanding	Date of Repayment /Schedule	Credit Rating	Secured/ Unsecured	Security
1	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil

6.15 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.

6.16 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:

- **in whole or part,**
- **at a premium or discount, or**
- **in pursuance of an option or not.**

Nil.

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

a. Details with regard to lending done by the Issuer out of the issue proceeds of debt securities in last three years, including details regarding the following:

i. Lending Policy:

Origination / Sourcing	The Issuer has well-established origination channels and a defined customer acquisition strategy in line with its lending model for different categories of customers served by the Issuer. As regards consumer loans, such loans are sourced as follows: - • Channel Partners or Sourcing Partners or DMI Finance App • Direct Sourcing through employees or referrals • Loans to the existing customer base Channel Partners sourcing the applications are required to be empanelled with the Issuer for the purpose. These partners would be paid sourcing fees or, as per the arrangement, for all loans approved and disbursed. The Issuer has adopted credit policies with respect to each of its products. These credit policies are duly adopted by the Board and details of the various parameters applicable for lending in each of the products
Risk Management and Monitoring	The Issuer recognizes the importance of risk management in achieving its strategic goals and safeguarding stakeholder interests. A robust risk management policy, approved by the board, underpins the Issuer's approach to identifying, assessing, mitigating, monitoring, and reporting risks across the organization. This policy fosters a risk-aware culture,

<table>
<tr><td></td><td>encouraging informed decision-making and resilience.

The Issuer's risk management framework operates on a three-lines-of- defense model. Business units are responsible for managing inherent risks within their operations (First Line of Defense). The enterprise risk management function, led by the chief risk officer, provides independent oversight, ensuring effective identification, assessment, mitigation, and monitoring of all material risks (second line of defense). The internal audit function independently evaluates the adequacy and effectiveness of the risk management systems put in place (third line of defense).

The Board of Directors maintains ultimate accountability for risk oversight delegated to the risk management committee for implementation. A clearly defined risk appetite guides the Issuer's risk- taking decisions, ensuring they align with strategic objectives.

The Issuer employs a systematic approach to identify, assess, mitigate, and monitor risks. Material risks, including credit, market, operational, liquidity, interest rate, compliance, strategic, outsourcing, technology (including data privacy and cyber security), concentration, and reputational risks, are subjected to both qualitative and quantitative assessment. A tailored risk mitigation strategy is implemented for each risk, and continuous monitoring through key risk indicators enables proactive management of the Issuer's risk profile.</td></tr>
<tr><td>Collection</td><td>The Issuer has a well-defined Collection Policy to manage its collection activities. The standard collection process followed by the Issuer's collection team is as under:

• Allocation logic is decided every month based on the collection strategy formulated by the Collection Strategy Manager and/or Collection Head of the Issuer.

• Delinquent accounts are assigned to Tele-calling/ field agencies as per the allocation logic

• The Issuer encourages the agencies and customers to make payments only through digital payment modes or the payment links provided by the Issuer to its customers.

• Cash collection are avoided, the borrower can be diverted to the channels build to collect cash. If due to any reason, the borrower insists on cash payment, it needs to be collected -through Mobility module and e-receipt are to be issued.</td></tr>
</table>

	• The Non-contactable portfolio in Bucket 1 up-to an extent of 25% can be allocated for Field follow-up, this can be increased based on business requirement post consultation with Strategy Manager . Bucket 2 onwards cases are referred for field follow-up. This may change from time to time as per the collection strategy. • For certain delinquent accounts that are deemed to be Fraud, Collection team reports such cases to Fraud Control Team for further investigation. Following payment modes and interfaces are enabled for the customers to make the payments via digital modes are: a) E-mandate/NACH b) Payment Gateways

ii. Classification of Loans/advances given to associate or entities/ person related to Board, Key Managerial Personnel, Senior management, promoters, etc:

Name of the Borrower	Relation	Disbursed Loan Amount (till 31st March, 2026)	Total Amount Outstanding (INR in lakhs)
Ampverse DMI Private Limited	Joint Venture	850.00	860.59

iii. Classification of loans/ advances given, 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.:

a. Type of loans:

<u>Details of types of loans</u>

S. No.	Type of loans	INR, Millions (as on 31 March 2026)
1	**Secured**	**21303.98**
2	**Unsecured**	**54743.95**
	Total assets under management (AUM) *^	**76047.93**

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>

	Corporate	31 March 2026
S. No.	**LTV (at the time of origination)**	**Percentage of Corporate AUM (as on 31 March 2026)**

1.	Upto 40%	13.31%
2.	40- 50%	25.24%
3.	50%-60%	45.10%
4.	60%-70%	0.00%
5.	70%-80%	0.00%
6.	80%-90%	6.80%
	>90%	9.55%
Grand Total		**100.00%**

c. Denomination of loans outstanding by ticket size* as on 31 March 2026:

Details of outstanding loans category wise

S. No	**Ticket Size (at the time of origination)**	**Percentage of Retail AUM**
1	upto INR 2 Lakhs	57.32%
2	INR 2- 5 Lakhs	30.62%
3	INR 5 -10 Lakhs	7.63%
4	Rs. 10-25 Lakh	1.98%
5	Rs. 25 – 50 Lakh	1.21%
6	Rs. 50 lakh – 1 crore	0.43%
7	Rs. 1 – 5 Crore	0.81%
8	Rs. 5 – 25 crore	0.00%
9	Rs. 25 – 100 crore	0.00%
10	>Rs. 100 crore	0.00%
	Total	100%

** Information required at the borrower level (and not by loan account as a customer may have multiple loan accounts).*

d. Sectoral exposure:

Details of sectoral exposure

		31 March 2026
S. No.	**Segment-wise break-up of AUM**	**Percentage of AUM**
1.	**Retail**	
(A)	Mortgages (home loans and loans against property)	-
(B)	Gold loans	-
(C)	Vehicle finance	-
(D)	MFI	-
(E)	MSME	3.84%
(F)	Capital market funding (loans against shares, margin funding)	-
(G)	Others	91.44%
2.	**Wholesale**	
(A)	Infrastructure	-
(B)	Real estate (including builder loans)	4.32%
(C)	Promoter funding	-

(D)	Any other sector (as applicable)	-
(E)	Others	0.40%
	Total	100%

e. **Details of loans overdue and classified as non-performing in accordance with RBI's stipulations:**

Movement of gross NPA

Movement of gross NPA*	**INR, Crore (as of 31 March 2026)**
Opening gross NPA	386.58
- Additions during the year	1061.34
- Reductions during the year	1075.76
Closing balance of gross NPA	372.16

**Please indicate the gross NPA recognition policy (Day's Past Due): 90 days*

Movement of provisions for NPA

Movement of provisions for NPA	**INR, Crore (as of 31 March 2026)**
Opening balance	170.57
- Provisions made during the year	76.11
- Write-off/ write-back of	67.15
excess provisions	
Closing balance	179.53

*Please indicate the gross NPA recognition policy (Day's Past Due): 90 days

f. **Segment-wise gross NPA:**

Segment wise gross NPA

S. No.	**Segment-wise gross NPA**	**Gross NPA (%)(as of 31 March 2026)**
1.	**Retail**	-
(A)	Mortgages (home loans and loans against property)	-
(B)	Gold loans	-
(C)	Vehicle loans	-
(D)	MFI	-
(E)	MSME	0.57%
(F)	Capital market funding (loans against shares, margin funding)	-
(G)	Others	0.75%
2.	**Wholesale**	-
(A)	Infrastructure	-
(B)	Real estate (including builder loans)	95.75%
(C)	Promoter funding	-
(D)	Any other sector (as applicable)	-
(E)	Others	
	Total	4.84%

g. **Residual maturity profile of assets and liabilities (in line with the RBI format):**

Residual maturity profile of assets and liabilities (INR in Crores)

Category	Up to 30/31 days	>1 month - 2 months	>2 Months - 3 months	>3 Months - 6 months	>6 months - 1 year	>1 year - 3 years	>3 years - 5 years	> 5 years	Total
Deposit									
Advances	656.07	503.17	482.61	1,280.99	1,728.12	2,481.47	410.85	142.23	**7,685.51**
Investments	44.91	63.16	61.69	135.35	111.13	195.88	-	307.91	**920.03**
Borrowings	77.61	79.33	166.75	580.62	965.94	641.64	-	-	**2,511.89**
FCA*	-	-	-	-	-	-	-	-	-
FCL*	0.37	-	-	-	-	-	-	-	0.37

**FCA – Foreign Currency Assets; FCL – Foreign Currency Liabilities*

h. Details of loans, overdue and classified as non-performing in accordance with RBI stipulations:

Classification	As on 31 March 2 0 26 (Amount in INR millions)
Standard	73133.54
NPA	3721.55
Total	76855.09

i. 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 or HFCs, from time to time:

Concentration of Exposures:

Particulars	March 31, 2026 (Amount in Crores)	March 31, 2025 (Amount in Crores)
Total exposure to twenty largest borrowers/customers	394.96	479.65
Percentage of exposures to twenty largest borrowers / customers to total exposure of the borrower/customer	5.05%	5.84%

Concentration of Advances:

Particulars	March 31, 2026 (Amount in Crores)	March 31, 2025 (Amount in Crores)
Total advances to twenty largest borrowers	394.96	479.65
Percentage of advances to twenty largest borrowers to total advances of the NBFC	5.05%	5.84%

iv. Details of borrowings granted by issuer:

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

Segment Wise Asset Profile	31 March 2026 (Amount in INR millions)
Corporate	3537.35
Consumer	73231.68
Loan to Related party	86.06
Total Portfolio	76855.09

b. Quantum and percentage of Secured vs. Unsecured borrowings:

Borrowings	31 March 2026 (INR in Crores)
Secured	1927.33
Unsecured	584.57
Total	**2511.90**

v. Details of change in shareholding:

Any change in promoters' shareholding in the Issuer during preceding financial year beyond the threshold prescribed by Reserve Bank of India: None beyond the threshold prescribed by Reserve Bank of India

vi. Disclosure of Assets under management:

a. Geographical classification of borrowers as on 31 March 2026:

<u>Top 5 states borrower wise</u>

Retal Portfolio (31 March 2026)		
S.NO	**Top 5 States**	**Percentage of corporate AUM**
1	Uttar Pradesh	15.27%
2	Maharashtra	10.79%
3	Bihar	8.56%
4	Karnataka	7.71%
5	Tamil Nadu	7.64%
Total		100.00%

* Total Retail AUM includes PTC investments of Rs. 346.294 Crores.

Corporate Portfolio (31 March 2026)		
S.NO	**Top 5 States**	**Percentage of corporate AUM**
1	New Delhi	71.92%
2	Maharashtra	12.15%
3	Haryana	9.55%
4	Chennai	6.38%
Total		100.00%

vii. Additional details of loans made by, Housing Finance Company: NA

viii. Disclosure of latest ALM statements to stock exchange: *Please refer to Annexure XIV of this Key Information Document*

ix. 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.

Particulars	31 March 2026		31 March 2025		31 March 2024	
	Amount	%	Amount	%	Amount	%
Gross NPA	372.15	4.84%	386.58	4.71%	322.62	2.61%
Net NPA	192.63	2.57%	216.01	2.69%	193.23	1.58%

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

Nil

6.19 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.

Nil

6.20 Any litigation or legal action pending or taken by any Ministry or Government Department or a statutory authority/body or regulatory body during the three years immediately preceding the year of the issue of the issue document against the promoter of the company and any direction issued by such Ministry or Government Department or statutory authority/body upon conclusion of such litigation or legal action shall be disclosed:

Nil

6.21 Details of default and non-payment of statutory dues for the preceding three financial years and current financial year:

Nil.

6.22 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.

6.23 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:

During the preceding three financial years and the current financial year, Issuer identified instances of material frauds committed against the issuer, primarily involving document manipulation, identity misuse, and related fraudulent activities.

- Total number of material fraud cases identified: 275
- Total POS involved: ₹2.75crore
- Outstanding POS as on 31 March 2026: ₹2.29 crore
- Recovery made as on 31 March 2025: ₹0.46crore

Reason for frauds

- For vintage accounts, the data fetched from NSDL was limited to basic details such as PAN holder name and PAN active status. Accordingly, name triangulation was the only feasible validation method during loan processing prior to 1-Jan-2024. In all above cases first and/or last name of PAN holder(victim) match with Aadhaar holder (Borrower).

Counter measures taken by DMI

- Our triangulation model has since been significantly enhanced, with NSDL data now enriched to include additional parameters such as Name, DOB, and PAN–Aadhaar linkage status since 1-Jan-2024

- These inputs are incorporated into the model to ensure that the PAN and Aadhaar belong to the same individual.

6.24 Details of pending proceedings initiated against the issuer for economic offences, if any

Nil.

6.25 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*:*

Please refer note xiii of Auditor's Report on the Standalone Financial Statements for the Financial Year ended March 31, 2026, note xiii of Annexure 1 of the Auditor's Report on the Standalone Financial Statements for the Financial Year ended March 31, 2025, and note xiii of Annexure A of the Auditor's Report on the Standalone Financial Statements for the Financial Year ended March 31, 2024, which sets out the details of the related party transactions entered into by the Issuer.

6.26 Disclosure pursuant to Schedule V of Clause A (2) of Regulation 53(f) of the SEBI (Listing obligations and disclosure Requirements) Regulations, 2015:

Please refer to note 40 of the Standalone Financial Statements for the Financial Year ended March 31, 2026.

6.27 The issue document shall not include a statement purporting to be made by an expert unless the expert is a person who is not, and has not been, engaged or interested in the formation or promotion or management, of the company and has given his written consent to the issue of the issue document and has not withdrawn such consent before the delivery of a copy of the issue document to the Registrar (as applicable) for registration and a statement to that effect shall be included in the issue document.

This Key Information Document does not contain any statement purported to be made by an expert.

6.28 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:

S. NO.	NAME OF THE BORROWER (A)	AMOUNT OF ADVANCES /EXPOSURES TO SUCH BORROWER (GROUP) (RS. CRORE) (B)	PERCENTAGE OF EXPOSURE (C)= B/TOTAL ASSETS UNDER MANAGEMENT
N.A.			

6.29 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.

Please refer Section 6.17 of this Key Information Document.

6.30 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	REFERENCING
Directors	Please refer Annexure VI in respect of the resolution passed at the meeting of the LIBAC of the Issuer.
Auditors	As the Debentures will be issued by way of private placement to identified investors in accordance with the process prescribed by SEBI, and as no auditor's report is being obtained in respect of this issue of Debentures, the Issuer believes that no specific consent from the auditor is required.
Bankers to issue	As the Debentures will be issued by way of private placement to identified investors in accordance with the process prescribed by SEBI, no bankers have been appointed in respect of such issue of Debentures.
Solicitors /Advocates	N.A.
Legal Advisors	N.A.
Lead Manager	N.A.
Registrar	The consent letter from the Registrar is provided in Annexure II of this Key Information Document.
Lenders of the Issuer	N.A.
Experts	As the Debentures will be issued by way of private placement to identified investors in accordance with the process prescribed by SEBI, and as no statements or confirmations from any experts are being obtained in respect of this issue of Debentures, the Issuer believes that no specific consent from the lenders of the Issuer is required.
Debenture Trustee	Please refer to Annexure II of this Key Information Document.

6.31 The name(s) of the debentures trustee(s), a statement to the effect that debenture trustee(s) has consented to its appointment along with 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 Axis Trustee Services Limited. Axis Trustee Services 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 is provided in Annexure II of this Key Information Document and the copy of executed debenture trustee agreement is provided in Annexure IX of this Key Information Document.

Further, the debenture trustee agreement can also be accessed by clicking on https://www.dmifinance.in/wp-content/uploads/2026/09/Debenture-Trustee-Agreement.pdf.

6.32 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.

6.33 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-convertible securities which need to be made, should be disclosed***: Actual / Actual. Please also refer to the sub-section named "*Business Day Convention*" under Section 8 of this Key Information Document.

(b) ***Procedure and time schedule for allotment and issue of securities should be disclosed***: Please refer Section 9 of this Key Information Document.

(c) ***Cash flows emanating from the non-convertible securities shall be mentioned in the Key Information Document, by way of an illustration***: The cashflows emanating from the Debentures, by way of an illustration, are set out under Annexure IV (*Illustration of Bond Cashflows*) of this Key Information Document.

6.34 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:*** NIL

(vii) ***Any other disclosure as specified by the Board***: N.A.

(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**: N.A.

6.35 Undertaking by the Issuer: Please refer Section 7 of this Key Information Document.

6.36 Risk Factors: Please refer Section 4 of the General Information Document.

6.37 Attestation by Authorised Persons: Please refer Section 10 of this Key Information Document.

6.38 Other details:

(a) ***Creation of Debenture Redemption Reserve (DRR) / Capital Redemption Reserve (CRR) – relevant legislations and applicability***: Please refer Section 6.37(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, Reserve Bank of India***

guidelines 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 Debt Listing Regulations, the 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*" and "*Additional Disclosures (Default in Payment)*" of Section 8 (*Summary Terms*) in respect of the additional interest in the event of a default in payment, and Section 8.2.6.2(a) in respect of the event of default in the event of a default in payment.

(d) ***Delay in listing***: Please refer the section named "*Listing (name of stock Exchange(s) where it will be listed and timeline for listing)*" of Section 8 (*Summary Terms*) in relation to the listing requirements in respect of the Debentures and section named "*Additional Disclosures (Delay in Listing)*" of Section 8 (*Summary Terms*) in respect of the default interest in the event of delay in listing.

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

(i) 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 the timelines prescribed under the SEBI Listing Timelines Requirements.

(ii) The Debentures shall be 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.

(iii) Without prejudice to, and in supplement of, any other provision of the DTD, if the Issuer fails to allot the Debentures to the Applicants following the date of receipt of the Application Money within the time period prescribed under the Companies Act ("**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**").

(iv) If the Issuer fails to repay the Application Money within the Repayment Period, then Issuer shall be liable to repay the Application Money along with interest at 12% (twelve percent) per annum, gross of withholding taxes, from the expiry of the Allotment Period.

(f) ***Issue details***: Please refer to Section 8 of this Key Information Document.

(g) ***Application process***: The application process for the Issue is as provided in Section 9 of this Key Information Document.

(h) ***Disclosure prescribed under PAS-4 of Companies (Prospectus and Allotment of Securities), Rules, 2014 but not contained in this schedule, if any***: Please refer Annexure VIII for all disclosures required under PAS-4 of Companies (Prospectus and Allotment of Securities) Rules, 2014.

(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***: N.A.

6.39 Other matters and reports:

(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 (who shall be named in the issue document) upon –**

(A) **the profits or losses of the business for each of the three financial years immediately preceding the date of the issue of the issue document; and**

(B) **the assets and liabilities of the business as on the latest date to which the accounts of the business were made up, being a date not more than one hundred and twenty days before the date of the issue of the issue document.**

N.A. The proceeds from the issue of Debentures will be utilised in accordance with the Purpose (as set out in Section 8 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. 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

N.A.

If:

I. **the proceeds, or any part of the proceeds, of the issue of the debt securities 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.**

N.A. The proceeds from the issue of Debentures will be utilised in accordance with the purpose (as set out in Section 8 below).

(c) **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 subsidiaries in the manner as provided in Section 6.37I(ii) above.**

N.A.

(d) **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.**

Please refer Section 6.17(a) of the General Information Document for the broad lending and borrowing policy of the Issuer.

(e) **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.**

DMI Limited, promoter of the Issuer Company has transferred 1,32,48,984 equity shares of the Issuer Company during the aforesaid period.

Further, Glimmer Technologies Private Limited, subsidiary of the Issuer Company, has allotted 73,42,143 (Seventy-Three Lakh Forty-Two Thousand One Hundred Forty-Three) fully paid-up equity shares by way of preferential allotment on April 27, 2026 to DMI Limited, the promoter of the Company.

(f) **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 on 10.00 am to 4.00 pm 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.	Resolutions dated February 13, 2026 of the board of directors of the Issuer and 11 September 2026 of the Loan Investment & Borrowing Committee of the Issuer.
3.	Resolution dated March 30, 2026 of the shareholders of the Issuer under Rule 14(1) of the Companies (Prospectus and Allotment of Securities) Rules, 2014 read with Section 42 of the Act
4.	Letter from Axis Trustee Services Limited dated September 11, 2026 giving its consent to act as Debenture Trustee.
5.	Letter from MUFG Intime India Private Limited (Formerly Link Intime India Private Limited) dated 8 September 2026 giving its consent to act as Register and Transfer Agent.
6.	The due diligence certificate(s) issued by the Debenture Trustee pursuant to the SEBI Debenture Trustee Circular and the other SEBI Listed Debentures Circulars.
7.	The tripartite agreement(s) executed between the Issuer, the Registrar and the relevant Depositories.
9.	The Debenture Documents (including the Disclosure Documents).

(g) **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 Section 6.25 of this Key Information Document.

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

Nil.

(i) **The details of:**

- **any inquiry, inspections or investigations initiated or conducted under the securities laws or Companies Act, 2013 (18 of 2013) or any previous companies law;**
- **prosecutions filed, if any (whether pending or not); and**
- **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**.

Please refer Section 6.37(j) of the General Information Document for the details as of Financial Year 2023-2024 and Financial Year 2024- 2025. The details of Financial Year 2025-26 are as follows:

- **Financial Year 2025-26:**

  No fines/Penalties imposed on the Issuer during the Financial Year 2025-26.

  The details of fines/Penalties imposed on the subsidiaries of the Issuer

- **Financial Year 2025-26:**

  During the Financial Year 2025-26, DMI Capital Private Limited received an Adjudication Order dated March 18, 2026 issued by SEBI for alleged violations under the SEBI (Merchant Bankers) Regulations, 1992 and the relevant SEBI circulars referred to therein, pursuant to which SEBI imposed a penalty of ₹2,00,000/- (Rupees Two Lakh Only) on DMI Capital Private Limited and which has been duly paid by it within the timelines as referred in the said order.

  Further, there were no offences compounded in last three years in the Issuer or its subsidiaries.

(j) **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**

Please refer Section 6.23 of the Key Information Document for the details of acts of material frauds committed against the issuer in the preceding three financial years and current financial year.

6.40 Summary Terms: Please refer Section 8 (*Summary Terms*).

6.41 Debt: equity ratio prior to and after issue of the debt security

Before the issue of debt securities	0.52*
After the issue of debt securities	0.77**

** calculated basis the limited review financial statements of the Company for the period ending 30 June 2026*
*** assuming the full issue size being subscribed*

SECTION 7: UNDERTAKINGS

Please refer Section 7 of the General Information Document for the undertakings by the Issuer, and attestation by the authorised persons of the Issuer. In addition to the undertakings of the Issuer as listed in Section 7 of the General Information Document, the Issuer undertakes as follows:

1. Investors are advised to read the risk factors carefully before taking an investment decision in this Issue. For taking an investment decision, investors must rely on their own examination of the issuer and the offer including the risks involved. The securities have not been recommended or approved by 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. Specific attention of investors is invited to the statement of 'Risk factors' given under the section 'Risk Factor' of the General Information Document.

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

3. The Issuer has no side letter with any debt securities holder except the one(s) disclosed in the General Information Document and this Key Information Document. Any covenants later added shall be disclosed on the stock exchange website where the debt is listed.

4. With respect to Debentures that may be issued in terms of the General Information Document read with this Key Information Document and that are proposed to be secured in nature, the assets on which the charge or security will be created to meet the 100% security cover or higher security cover is free from any encumbrances and in case the assets are encumbered, the permissions or consent to create any further charge on the assets will be obtained from the existing creditors to whom the assets are charged, prior to creation of the charge.

5. The necessary documents including the debenture trust deed (including documents for creation of the charge, wherever applicable) has been/will be executed within the time frame prescribed in the relevant regulations/Act/rules etc. and the same would be uploaded on the website of the designated stock exchange, where such securities have been proposed to be listed.

6. 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 mortgage, charge or encumbrance and are not subject to any lis pendens, attachment, or other order or process issued by any Governmental Authority.

7. The Issuer hereby undertakes that the assets on which the first ranking exclusive 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 Deed of Hypothecation, being the Hypothecated Assets, are free from any encumbrances.

SECTION 8: KEY TERMS OF THE ISSUE

SUMMARY TERMS

Security Name (Name of the non-convertible Securities which includes (Coupon/dividend, Issuer Name and maturity year) e.g. 8.70% XXX 2015.	Series 1 Debentures: 9.5% DMI Finance Private Limited 2028 Series 2 Debentures: 9.5% DMI Finance Private Limited 2028 Series 3 Debentures: 9.5% DMI Finance Private Limited 2028 Series 4 Debentures: 9.22% DMI Finance Private Limited 2028 Series 5 Debentures: 9.5% DMI Finance Private Limited 2029 Series 6 Debentures: 9.5% DMI Finance Private Limited 2029
Issuer	DMI Finance Private Limited
Type of Instrument	Senior, secured, rated, listed, transferable, redeemable, non-convertible debentures
Nature of Instrument (Secured or Unsecured)	Secured
Seniority (Senior or Subordinated)	Senior
Eligible Investors	Please refer Section 9.7.
Listing (name of stock Exchange(s) where it will be listed and timeline for listing)	(a) The Company shall list the Debentures on BSE Limited within 3 (three) Business Days of the closure of the Issue or such other shorter timeline as may be prescribed under Applicable Law. (b) Without prejudice to the other rights of the Debenture Holders and/or Debenture Trustee under the Debenture Documents, in the case of any delay in listing of the Debentures beyond 3 (three) Business Days from closure of the Issue, the Company shall pay additional interest on the Nominal Value of the Debentures to the Debenture Holders at the rate of 1% (one percent) per annum from the Deemed Date of Allotment till the actual listing of the Debentures. (c) Any interest accruing under this paragraph shall be in addition to the Coupon and the Default Interest (if any) and will be payable on demand by the Debenture Trustee.
Rating of the Instrument	"[ICRA]AA (Stable)" assigned
Issue Size	Up to 1,81,500 senior, secured, listed, rated, transferable and redeemable non-convertible debentures with nominal value of INR 1,00,000 each, aggregating to not more than INR 18,15,00,00,000.
Minimum Subscription	Minimum application shall not be less than INR 1,00,00,000 (Indian Rupees One Crore) (being 100 (one hundred) Debentures) and in multiples of 1 (one) Debenture thereafter for each Series.
Option to retain oversubscription (Amount)	Not applicable.
Objects of the Issue / Purpose for which there is requirement of funds	(a) The funds raised by the Issue shall be utilised by the Company solely for the following (and for no other purpose): (i) for repayment or refinancing of existing debt of the Company;

	(ii) for the purpose of onward lending; and (iii) for general corporate purposes, in each case, in compliance with Applicable Law, including but not limited to the NBFC Regulations. The proceeds of the Debentures shall not be utilised for any specific project. (a) The Company shall ensure that the funds raised by the Issue are utilized only for the purposes set out under the Debenture Documents. (b) The Company hereby covenants that it shall not use the proceeds from the Debentures, either in part or full, directly or indirectly, towards: (i) investment in any capital market instrument, including equity and equity-linked instruments, or any other capital markets related activities; (ii) any speculative purposes; (iii) investment in the real estate sector; (iv) any purpose that is not eligible for the provision of financing by banks to non-banking financial companies, or which results in a breach of the the Credit Facilities Directions; (v) any purpose which is illegal and/or prohibited under Applicable Law; and/or (vi) any purpose which is in breach the Bribery Act 2010, the United States Foreign Corrupt Practices Act of 1977 or other similar legislation in other jurisdictions.
In case the issuer is a 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	Please refer to '**Objects of the Issue / Purpose for which there is requirement of funds**)' above.
Coupon/Dividend Rate	Series 1 Debentures: 9.5% per annum Series 2 Debentures: 9.5% per annum Series 3 Debentures: 9.5% per annum Series 4 Debentures: 9.22% per annum Series 5 Debentures: 9.5% per annum Series 6 Debentures: 9.5% per annum
Step Up/ Step Down Coupon Rate	(a) Upon the occurrence of a Rating Downgrade Event, the Coupon Rate for the Debentures shall be increased by 0.25% (zero decimal two five per cent) for every notch of downgrade, over and above the immediately preceding Coupon Rate that was applicable at

	the time of such Rating Downgrade Event (such revised Coupon Rate, the "**Step Up Coupon Rate**"), on and from the date on which such Rating Downgrade Event occurs. (b) Upon the occurrence of a Rating Upgrade Event, the Coupon Rate for the Debentures shall be decreased by 0.25% (zero decimal two five per cent) for every notch of upgrade, from the immediately preceding Coupon Rate that was applicable at the time of such Rating Upgrade Event (such revised Coupon Rate, the "**Step Down Coupon Rate**"), on and from the date on which such Rating Upgrade Event occurs; provided that the Coupon Rate shall not in any event be less than the Coupon Rate applicable as of the Deemed Date of Allotment.
Coupon/Dividend Payment Frequency	Series 1 Debentures: Annual Series 2 Debentures: Annual Series 3 Debentures: Annual Series 4 Debentures: Quarterly Series 5 Debentures: Annual Series 6 Debentures: Annual Please also refer to Annexure IV below.
Coupon/Dividend Payment Dates	Please refer to Annexure IV below.
Cumulative / non-cumulative, in case of dividend	Not Applicable.
Coupon Type (Fixed, floating or other structure)	Fixed
Coupon Reset Process (including rates, spread, effective date, interest rate cap and floor etc).	Fixed, subject to Coupon step-up and Coupon step-down above
Day Count Basis (Actual/Actual)	Any interest, premium, commission or fee accruing under a Debenture Document will accrue from day to day and is calculated on the basis of the actual number of days elapsed in a year of 365 days (or if the relevant year includes 29 February, 366 days, i.e., actual/actual).
Interest on Application Money	NA
Default Interest Rate	(a) Without prejudice to the other obligations of the Company under the Debenture Documents and the rights of the Debenture Holders and/ or the Debenture Trustee under the Debenture Documents, upon the occurrence of any Event of Default pursuant to Clause 8 (*Events of Default and Remedies*) of the Debenture Trust Deed, the Company shall unconditionally pay to, or to the order of, each Debenture Holder, the Default Interest (if any) payable on the outstanding Nominal Value of the Debentures held by such Debenture Holder calculated at the Default Interest Rate on a daily basis for the period from (and including) the occurrence of such Event of Default to (but

	excluding) the date which is the earlier of (i) the date on which such Event of Default is waived in writing by or remedied to the satisfaction of the Debenture Trustee, and (ii) the Final Settlement Date. (b) In case the Company has failed to execute the Debenture Trust Deed within the time period specified by SEBI, the Company shall pay additional interest of 2 percent per annum (or such other rate as specified by SEBI) over and above the Coupon on the Nominal Value of the Debentures, from the date of such non-compliance till the date of execution of the Debenture Trust Deed. (c) In case the Company fails to allot the Debentures to the Debenture Holders within the timelines prescribed under Applicable Law, the Company shall pay to each Debenture Holder, additional interest at the rate prescribed under Applicable Law, over and above the Coupon on the Nominal Value of the Debentures. (d) Any Default Interest payable by the Company pursuant to this paragraph will be in addition to the Coupon and such Default Interest, upon demand by the Debenture Trustee, will be payable on the immediately succeeding Coupon Payment Date. The Company agrees that the Default Interest is a genuine pre-estimate of the loss likely to be suffered by the Debenture Holders on account of any default by the Company.
Tenor	Series 1 Debentures: 690 Days Series 2 Debentures: 722 Days Series 3 Debentures: 752 Days Series 4 Debentures: 813 Days Series 5 Debentures: 903 Days Series 6 Debentures: 1087 Days
Redemption Date/Maturity Date	Series 1 Debentures: 11 August 2028 Series 2 Debentures: 12 September 2028 Series 3 Debentures: 12 October 2028 Series 4 Debentures: 12 December 2028 Series 5 Debentures: 12 March 2029 Series 6 Debentures: 12 September 2029
Redemption Amount	INR 1,00,000/- per Debenture
Redemption Premium/Discount	Not Applicable
Early Redemption	(i) **Illegality** If, at any time, it is, becomes or will become unlawful or contrary to any regulation in any applicable jurisdiction for a Debenture Holder to fund or maintain its investment in the Debentures, it shall be entitled to request the Company to redeem its Debentures by delivering a notice in writing to the Company and the Debenture Trustee; provided that any failure by the

	Debenture Holder to notify the Company or the Debenture Trustee shall not affect the obligations of the Company to redeem the Debentures in accordance with this paragraph. The Company shall immediately and in any event within 45 (forty five) days or such shorter period as may be stipulated under Applicable Law, from the date of the notice delivered in accordance with this paragraph, redeem each Debenture held by such Debenture Holder in full by paying the applicable Early Redemption Amounts and any other costs, expenses, indemnified amounts and any other amounts payable by the Company in respect of such Debentures. (ii) **Mandatory Redemption** (i) Upon the occurrence of any Mandatory Redemption Event within 1 (one) year from the Deemed Date of Allotment, the Company shall (i) promptly notify the Debenture Trustee and the Debenture Holders of such occurrence and in any event within 3 (three) Business Days from the date it becomes aware of occurrence of such Mandatory Redemption Event, provided that any failure of the Company to notify the Debenture Trustee or the Debenture Holders shall not affect the obligations of the Company to redeem the Debentures in accordance with this paragraph; and (ii) in relation to each Series of Debentures, unless instructed otherwise by the Debenture Trustee (acting on instructions of the Debenture Holders of all such Series by way of a Majority Resolution), redeem at par such Series of Debentures (in full) within 45 (forty five) days from the date on which the Mandatory Redemption Event has occurred, and unconditionally pay to, or to the order of, the Debenture Holders of such Series in INR, the Mandatory Redemption Amount and all other amounts due in respect of such Series of Debentures. (ii) Upon the occurrence of any Mandatory Redemption Event after the expiry of 1 (one) year from the Deemed Date of Allotment: (i) the Company shall promptly notify the Debenture Trustee and the Debenture Holders of such occurrence and in any event within 3 (three) Business Days from the date it becomes aware of occurrence of such Mandatory Redemption Event, provided that any failure of the Company to notify the Debenture Trustee or the Debenture Holders shall not affect the obligations of the Company to redeem the Debentures in accordance with this paragraph; and (ii) the Debenture Trustee shall, if so directed by the Debenture Holders of a Series by a Majority Resolution,

	require the Company to redeem at par such Series of Debentures (in full) within 45 (forty five) days from the date on which the Mandatory Redemption Event has occurred, and unconditionally pay to, or to the order of, the Debenture Holders of such Series in INR, the Mandatory Redemption Amount and all other amounts due in respect of such Series of Debentures. (iii) **Voluntary Redemption / Buy-Back** (i) The Company shall, subject to Applicable Law and the terms of the Debenture Documents, have the right to redeem (in whole or in part) or buy-back all (or less than all) of the Debentures of an identified Series held by one or more Debenture Holders at any time prior to the Final Redemption Date of such Series, in accordance with this paragraph, provided that: A. the Company issues a written notice of voluntary redemption or buy-back to all the Debenture Holders of such Series and the Debenture Trustee in the manner set out in sub-paragraph (ii) below; B. the Debenture Holder of such Series from whom the Debentures are proposed to be redeemed or bought back by the Company consents to such redemption or buy-back in writing (each such Debenture Holder, an "**Accepting Debenture Holder**"); and C. no Event of Default has occurred and is continuing or would result from such buy-back or redemption. (ii) The Company shall issue a prior written notice of voluntary redemption or buy-back to all the Debenture Holders of such Series and the Debenture Trustee (such notice, a "**Company Notice**"), specifying: A. the aggregate value or number of the Debentures of such Series proposed to be redeemed or bought back; B. the date on which the Company proposes to redeem or buy back the Debentures of such Series (such date, the "**Voluntary Redemption Date**" or the "**Buy-Back Date**", as the case may be); and C. in respect of each Debenture of such Series proposed to be redeemed or bought back on the Voluntary Redemption Date or the Buy-

	Back Date (as the case may be), the amount proposed to be paid by the Company towards such voluntary redemption or buy-back (as the case may be). (iii) Each such Debenture Holder shall, no later than 4 (four) Business Days from the date of issuance of the Company Notice (such period, the "**Response Period**"), notify the Company in writing of its consent or rejection (as the case may be) to such redemption or buy-back, and in respect of a buy-back, the number of Debentures of such Series it proposes to accept to be bought back by the Company pursuant to the relevant Company Notice. (iv) The Company shall be entitled to redeem or buy back the relevant Debentures of such Series held by the Accepting Debenture Holders on the Voluntary Redemption Date or the Buy-Back Date (as the case may be) as specified in the relevant Company Notice, notwithstanding that all the then Debenture Holders of such Series may not have consented to and/or may not have responded to the relevant Company Notice within the Response Period. (v) For the avoidance of doubt, the Voluntary Redemption Date or the Buy-Back Date (as the case may be) as specified in the Company Notice shall be any date falling after the expiry of the Response Period but within and including 10 (ten) Business Days from the date of the relevant Company Notice. (vi) Where the Company proposes to buy-back some and not all of the Debentures of such Series held by the Accepting Debenture Holders, the Company shall buy-back Debentures of such Series from such Accepting Debenture Holders in proportion to the number of Debentures of such Series of the Accepting Debenture Holders that are being bought back. (vii) Where the Company proposes to redeem the Debentures of such Series held by the Accepting Debenture Holders in part (and not whole), the Company shall redeem the Debentures of such Series held by such Accepting Debenture Holders on a pro rata basis. (viii) Any notice of redemption or buy-back of the relevant Debentures of such Series given by the Company under this paragraph shall be irrevocable in respect of the relevant Accepting Debenture Holder so long as such Accepting Debenture Holder has consented to such redemption or buy-back (as the case may be) and notified

	its consent to the Company in writing prior to the expiry of the Response Period in accordance with this paragraph. (iv) If the Company fails to redeem the Debentures and pay the Mandatory Redemption Amounts to the Debenture Holders within the timelines set out in this paragraph, the Company shall pay to the Debenture Holders, Default Interest on the outstanding Nominal Value of the Debentures calculated at the Default Interest Rate for the period of delay in paying the Early Redemption Amount. (v) The Company shall comply with all requirements of the SEBI NCS Regulations in relation to any redemption under this paragraph.
Voluntary Redemption	NA
Issue Price	INR 1,00,000 (Indian Rupees One Lakh) per Debenture
Discount at which security is issued and the effective yield as 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 Date	Not Applicable
Put Price	Not Applicable
Call Date	Not Applicable
Call Price	Not Applicable
Put Notification Time (Timelines by which the investor need to intimate Issuer before exercising the put)	Not Applicable
Call Notification Time (Timelines by which the Issuer need to intimate investor before exercising the call)	Not Applicable
Face Value	INR 1,00,000 (Indian Rupees One Lakh) per Debenture
Minimum subscription amount and in multiples thereafter	Minimum application shall not be less than INR 1,00,00,000 (Indian Rupees One Crore) (being 100 (one hundred) Debentures) and in multiples of 1 (one) Debenture thereafter for each Series.
Issue Timing	
1. Issue Opening Date	Series 1 Debentures: 18 September 2026 Series 2 Debentures: 18 September 2026 Series 3 Debentures: 18 September 2026 Series 4 Debentures: 18 September 2026 Series 5 Debentures: 18 September 2026 Series 6 Debentures: 18 September 2026
2. Issue Closing Date	Series 1 Debentures: 18 September 2026 Series 2 Debentures: 18 September 2026 Series 3 Debentures: 18 September 2026

	Series 4 Debentures: 18 September 2026 Series 5 Debentures: 18 September 2026 Series 6 Debentures: 18 September 2026
3. Date of earliest closing of the issue, if any.	N.A.
4. Pay-in Date	Series 1 Debentures: 21 September 2026 Series 2 Debentures: 21 September 2026 Series 3 Debentures: 21 September 2026 Series 4 Debentures: 21 September 2026 Series 5 Debentures: 21 September 2026 Series 6 Debentures: 21 September 2026
5. Deemed Date of Allotment	Series 1 Debentures: 21 September 2026 Series 2 Debentures: 21 September 2026 Series 3 Debentures: 21 September 2026 Series 4 Debentures: 21 September 2026 Series 5 Debentures: 21 September 2026 Series 6 Debentures: 21 September 2026
Settlement Mode of the Instrument	Please refer Section 9 below.
Depository	NSDL and/or CDSL
Disclosure of Interest/Dividend/ redemption dates	Please refer Annexure IV below.
Record Date	means the day falling 15 (fifteen) days before any Coupon Payment Date or Redemption Date.
All covenants of the issue (including side letters, accelerated payment clause, etc.)	Please refer to 'Annexure XIX (*Covenants and Undertakings*) of this Key Information Document.
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 Debenture Trust Deed and disclosed in the Debt Disclosure Documents.	**1. <u>Hypothecated Assets</u>** (a) The Debt in respect of each Series of Debentures shall be secured by a first ranking exclusive charge over the Hypothecated Assets identified by the Company in respect of such Series of Debentures in accordance with the Debenture Documents, in favour of the Debenture Trustee, to be created in terms of a Deed of Hypothecation to be executed on or about the date of the Debenture Trust Deed, such that the Required Security Cover in respect of such Series of Debentures is maintained until the Final Settlement Date, in accordance with the terms of the Debenture Trust Deed, for the benefit of, and to the satisfaction of, the Secured Parties, in terms of the applicable Debenture Documents (each, as amended from time to time). (b) The Company shall be entitled to incur Permitted Indebtedness in accordance with the terms of the Debenture Trust Deed provided that, at the time of incurring such Permitted Indebtedness, the Company shall maintain the Required Security Cover, and no Event of Default shall have occurred which is continuing.

	(c) The Company shall disclose the charge created in respect of the Hypothecated Assets under the Deed(s) of Hypothecation and further undertakes that the Hypothecated Assets on which the charge or security has been created meets the hundred percent security cover or higher security cover and such security is free from any encumbrances and in case the assets are encumbered, the permissions or consent to create any further charge on the Hypothecated Assets has been obtained from the existing creditors to whom the Hypothecated Assets are charged, prior to creation of the charge. **2. <u>Security Cover</u>** (a) The Company shall, at all times until the Final Settlement Date, comply with the provisions of the SEBI NCS Regulations and Listing Agreement. (b) The Company shall, at all times until the Debt in relation to a Series of Debentures is discharged in full, maintain a Security Cover of at least 1.25:1.00, sufficient to discharge the outstanding principal amount of such Series of Debentures in accordance with the provisions of the Debenture Regulations (“**Required Security Cover**”). Subject to sub-paragraph (c) below and paragraph 3 (*Top Up Security and Supplemental Deed of Hypothecation*), the Company shall provide security over Identified Loans and Receivables from time to time as required such that the Required Security Cover under each Series of Debentures is maintained. (c) The Company shall, within 20 (twenty) days from each Security Testing Date obtain and submit to the Debenture Trustee a Portfolio Certificate in respect of each Series of Debentures signed by an independent chartered accountant setting out the value of the Identified Loans and Receivables and other Hypothecated Assets and setting out the calculation of the Security Cover in respect of such Series of Debentures, as of that Security Testing Date. **3. <u>Top-up Security and Supplemental Deed of Hypothecation</u>** (a) If on any Security Testing Date, the Security Cover in relation to a Series of Debentures as mentioned in the relevant Portfolio Certificate is below the Required Security Cover for such Series of Debentures, the Company shall, within 25 (twenty-five) days of such Security Testing Date, create security over Cash and Cash Equivalents or any other assets approved by the Debenture Trustee (acting on the instructions of the Debenture Holders of such Series by way of a Majority Resolution), such that the Security Cover for such Series of Debentures is at least equivalent to the Required Security Cover (the “**Top Up Security**”); it being

	understood that the Company has no Identified Loans and Receivables available over which security can be created in accordance with the Debenture Documents. (b) On reinstatement of the Security Cover to the Required Security Cover in accordance with paragraph (a) above, the Company shall within 25 (twenty-five) days of such Security Testing Date provide to the Debenture Trustee a Portfolio Certificate for such Series of Debentures signed by an independent chartered accountant setting out the list and value of the Hypothecated Assets and certifying the maintenance of the Required Security Cover for such Series of Debentures. (c) The Company shall comply with all requirements of the SEBI NCS Regulations and the LODR Regulations, obtain all requisite approvals required under Applicable Law and execute such deeds, documents and writings and do all such acts and things as may be required by the Debenture Trustee to ensure the creation and perfection of a first-ranking exclusive charge over the Top-up Security. (d) If at any time until the Final Settlement Date, the Company has additional Identified Loans and Receivables available, it shall replace any Top-up Security which is in the form of Cash and Cash Equivalents or other assets with such additional Identified Loans and Receivables and respective Identified Loan Documents. (e) The Debenture Trustee shall have the right to require the Company to execute a Supplemental Deed of Hypothecation in relation to creation of security over the Hypothecated Assets for each Series of Debentures as described in the applicable Portfolio Certificate from time to time, by issuing a written notice to the Company in the manner as described under the Deeds of Hypothecation. (f) The Parties agree that the security created under each Deed of Hypothecation shall continue to subsist even where any Identified Loan and Receivable forming part of the Hypothecated Assets ceases to meet the Eligibility Criteria, until such Identified Loan and Receivable is replaced by the Company with other additional Identified Loan and Receivable in accordance with Clause paragraph 2 or Top-up Security in accordance with this paragraph 3. However, the principal amount of such Identified Loan and Receivable shall not be taken into account for calculating the Security Cover. **4. <u>Timelines</u>** The Security stipulated in paragraph 1 (*Hypothecated Assets*) and paragraph 3 (*Top-up Security and Supplemental Deed of Hypothecation*) above shall be created and perfected within the

	timeline set out in paragraph 1 (*Hypothecated Assets*), paragraph 3 (*Top-up Security and Supplemental Deed of Hypothecation*), Annexure XVII (*Conditions Precedent*) and Annexure XVIII(*Conditions Subsequent*). **5. Assets and title** The Company represents and warrants to the Debenture Trustee as follows: (a) the Company is the legal and beneficial owner of and has good and marketable title to the Hypothecated Assets; and (b) no consent or approval is required from any person or Governmental Authority for creation of Security over the Hypothecated Assets or for the enforcement of such Security.
Due diligence certificate issued by the Debenture Trustee	The due diligence certificate issued by the Debenture Trustee to BSE in accordance with SEBI Debenture Trustee Circular and SEBI Debt Listing Regulations is annexed hereto as **Annexure V** of this Key Information Document.
Terms and conditions of debenture trustee agreement including fees charged by debenture trustees(s), details of security to be created and process of due diligence carried out by the debenture trustee.	Please refer to the Debenture Trustee Agreement annexed herewith in **Annexure IX** **Fees of the Debenture Trustee-** As per fee letter bearing reference number ATSL/CO/26-27/0507 dated August 6, 2026 annexed herewith as **Annexure XI**. **Due diligence process-** As per Debenture Trustee Agreement annexed herewith in **Annexure IX**
Transaction Documents	Please refer to the definition of “Debenture Documents” in Annexure XVI (*Additional Definitions*) of this Key Information Document.
Conditions precedent to Disbursement	Please refer to Annexure XVII (*Conditions Precedent*) of this Key Information Document.
Conditions Subsequent to Disbursement	Please refer to Annexure XVIII (*Conditions Subsequent*) of this Key Information Document.
Event of Default (including manner of voting /conditions of Joining Inter Creditor Agreement)	Please refer to Annexure XVI (*Events of Default and Remedies*) of this Key Information Document.
Creation of recovery expense fund	If required under Applicable Law, the Company shall create the recovery expense fund in accordance with Regulation 11 of the SEBI NCS Regulations and the SEBI Debenture Trustee Circular which shall be utilised in the manner and for such purposes as required under Applicable Law and inform the Debenture Trustee about the same.
Conditions for breach of covenants (as specified in Debenture Trust Deed)	Please refer sections named "*Default Interest Rate*" above.

Provisions related to Cross Default	Please refer to Annexure XVI (*Events of Default and Remedies*) of this Key Information Document.
Roles and Responsibilities of the Debenture Trustee	Please refer to Annexure XX (*Powers and Duties of the Debenture Trustee)* of this Key Information Document.
Risk factors pertaining to the issue	Please refer to Section 4 of the General Information Document.
Governing Law & Jurisdiction	(a) The Debenture Trust Deed and all documents executed under or in relation to the Debenture Trust Deed shall be governed by, and construed in accordance with, Indian law. (b) The courts and tribunals of Mumbai have exclusive jurisdiction to settle any dispute arising out of or in connection with the Debenture Trust Deed (including a dispute regarding the existence, validity or termination of the Debenture Trust Deed) (a "**Dispute**"). (c) The Company agrees that the courts and tribunals of Mumbai are the most appropriate and convenient courts and tribunals to settle Disputes and accordingly it will not argue to the contrary. The Company irrevocably waives any objection now or in future, to the laying of the venue of any proceedings in the courts and tribunals in Mumbai. (d) This paragraph is for the benefit of the Secured Parties only. As a result, the Secured Parties shall not be prevented from taking proceedings relating to a Dispute in any other court or tribunal with competent jurisdiction. To the extent allowed by Applicable Law, the Secured Parties may take concurrent proceedings in any number of competent jurisdictions. (e) Any disputes and differences between the Company and the Debenture Trustee (acting for itself and in its individual capacity) and arising out of or in connection with the activities of the Debenture Trustee in the securities market (acting for itself and in its individual capacity) shall be settled through any dispute resolution mechanism and procedures specified by SEBI in accordance with the Securities and Exchange Board of India (Alternative Dispute Resolution Mechanism) (Amendment) Regulations, 2023 ("**SEBI ADR Procedures**"), if the resolution of the dispute through the SEBI ADR Procedures is mandatory under Applicable Law, or applicable to the Parties under Applicable Law in connection with the Issue.
Business Day Convention	"**Business Day**" means: (a) in relation to announcement of bid or issue period, a day, other than Saturdays, Sundays and public holidays, on which commercial banks in Mumbai are open for business;

	(b) in relation to time period between the Issue closing date and the listing of the Debentures on the Exchange, a day on which the Exchange is open for trading, other than Saturdays, Sundays and bank holidays, as specified by SEBI; and (c) a day, other than a Sunday or a public holiday declared under Section 25 of the Negotiable Instruments Act, 1881, on which money markets are functioning in Mumbai. (i) Unless otherwise specified, whenever any payment to be made or action to be taken under the Debenture Trust Deed, is required to be made or taken on a day other than a Business Day, such payment shall be made, or action be taken on the immediately following Business Day; (ii) whenever any payment of any Redemption Amount is required to be made or taken on a day other than a Business Day, such payment shall be made, or action be taken on the immediately preceding Business Day.
Additional Disclosures (Default in Payment)	Please refer to '***Default Interest Rate***' above.
Additional Disclosures (Delay in Listing)	Please refer to '***Listing (name of stock Exchange(s) where it will be listed and timeline for listing)***' above.
Declaration required by BSE Limited	(a) This Issue of Debentures does not form part of non-equity regulatory capital mentioned under Chapter V of the Debt Listing Regulations and Chapter XIII (*Issuance, listing and trading non-equity regulatory capital*) of the SEBI Operational Circular. (b) The face value of each debt security/Debenture issued on private placement basis under this Issue is INR 1,00,000 (Indian Rupees One Lakh).

Note:

(i) If there is any change in coupon rate pursuant to any event including lapse of certain time period, then such new coupon rate and events which lead to such change should be disclosed.

(ii) The procedure used to decide the dates on which the payment can be made and adjusting payment dates in response to days when payment can't be made due to any reason like sudden bank holiday etc., should be laid down

(iii) The list of documents which has been executed in connection with the issue and subscription of debt securities shall be annexed.

(iv) The penal interest rates mentioned above as payable by the Issuer are independent of each other

(v) 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"

(vi) In the event of any conflict between the terms set out herein and the Debenture Trust Deed, the terms of the Debenture Trust Deed shall prevail.

MODE OF PAYMENT FOR SUBSCRIPTION

1. Cheque: Not applicable.
2. Demand Draft: Not applicable.
3. Other Banking Channels: Electronic transfer of funds/ RTGS from the bank account(s) registered with the BSE EBP to the issue proceeds account of the Issuer below through Indian Clearing Corporation Limited (ICCL) and BSE:

Name of the beneficiary	DMI Finance Private Limited
Name of the Bank	Kotak Mahindra Bank
Branch Address:	New Delhi - Dwarka
IFSC Code	KKBK0000193
Account Number	9011895971

SECTION 9: OTHER INFORMATION AND APPLICATION PROCESS

Please refer the application procedure set out in Section 9 of the General Information Document. Certain additional details are set out below.

9.1 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 shall be set out in the Application Form. 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 NEFT/RTGS, to the bank account as per the details mentioned in the Application Form.

If applicable, 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. If applicable, 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 exercise) and also complete the mandatory "know your customer" verification process. The 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 herein below:

Details of size of issue including green shoe option, if any.	Series 1 Debentures: up to 10,000 senior, secured, listed, rated, transferable and redeemable non-convertible debentures with nominal value of INR 1,00,000 each, aggregating to not more than INR 100,00,00,000, along with a green shoe option of up to 20,000 senior, secured, listed, rated, transferable and redeemable non-convertible debentures with nominal value of INR 1,00,000 each, aggregating to not more than INR 200,00,00,000, with the total issue size aggregating up to INR 300,00,00,000; Series 2 Debentures: up to 10,000 senior, secured, listed, rated, transferable and redeemable non-convertible debentures with nominal value of INR 1,00,000 each, aggregating to not more than INR 100,00,00,000, along with a green shoe option of up to 20,000 senior, secured, listed, rated, transferable and redeemable non-convertible debentures with nominal value of INR 1,00,000 each, aggregating to not more than INR 200,00,00,000, with the total issue size aggregating up to INR 300,00,00,000; Series 3 Debentures: up to 10,000 senior, secured, listed, rated, transferable and redeemable non-convertible debentures with nominal value of INR 1,00,000 each, aggregating to not more than INR 100,00,00,000, along with a green shoe option of up to 16,500 senior, secured, listed, rated, transferable and redeemable non-

	convertible debentures with nominal value of INR 1,00,000 each, aggregating to not more than INR 165,00,00,000, with the total issue size aggregating up to INR 265,00,00,000; Series 4 Debentures: up to 10,000 senior, secured, listed, rated, transferable and redeemable non-convertible debentures with nominal value of INR 1,00,000 each, aggregating to not more than INR 100,00,00,000, along with a green shoe option of up to 20,000 senior, secured, listed, rated, transferable and redeemable non-convertible debentures with nominal value of INR 1,00,000 each, aggregating to not more than INR 200,00,00,000, with the total issue size aggregating up to INR 300,00,00,000; Series 5 Debentures: up to 10,000 senior, secured, listed, rated, transferable and redeemable non-convertible debentures with nominal value of INR 1,00,000 each, aggregating to not more than INR 100,00,00,000, along with a green shoe option of up to 25,000 senior, secured, listed, rated, transferable and redeemable non-convertible debentures with nominal value of INR 1,00,000 each, aggregating to not more than INR 250,00,00,000, with the total issue size aggregating up to INR 350,00,00,000; Series 6 Debentures: up to 10,000 senior, secured, listed, rated, transferable and redeemable non-convertible debentures with nominal value of INR 1,00,000 each, aggregating to not more than INR 100,00,00,000, along with a green shoe option of up to 20,000 senior, secured, listed, rated, transferable and redeemable non-convertible debentures with nominal value of INR 1,00,000 each, aggregating to not more than INR 200,00,00,000, with the total issue size aggregating up to INR 300,00,00,000.
Issue-wise green shoe option exercised vis-a-vis the base issue size and green shoe portion as specified in issues undertaken in the previous financial year.	NA
Interest Rate Parameter	Fixed coupon Series 1 Debentures: 9.5% per annum Series 2 Debentures: 9.5% per annum Series 3 Debentures: 9.5% per annum Series 4 Debentures: 9.22% per annum Series 5 Debentures: 9.5% per annum Series 6 Debentures: 9.5% per annum
Bid opening date and bid closing date	Series 1 Debentures: Bid opening date: 18 September 2026 Bid closing date: 18 September 2026

	Series 2 Debentures: Bid opening date: 18 September 2026 Bid closing date: 18 September 2026 Series 3 Debentures: Bid opening date: 18 September 2026 Bid closing date: 18 September 2026 Series 4 Debentures: Bid opening date: 18 September 2026 Bid closing date: 18 September 2026 Series 5 Debentures: Bid opening date: 18 September 2026 Bid closing date: 18 September 2026 Series 6 Debentures: Bid opening date: 18 September 2026 Bid closing date: 18 September 2026
Bidding type	Coupon based bidding.
Modification of bid	Eligible Investors may note that modification of bid is allowed during the bidding period or window. However, in the last 10 minutes of the bidding period or window, revision of bid is only allowed for downward revision of coupon or spread or upward modification of price and/or upward revision of the bid amount placed.
Cancellation of bid	Eligible Investors may note that cancellation of bid is allowed during the bidding period or window. However, in the last 10 minutes of the bidding period or window, no cancellation of bids is permitted.
Minimum Bid Lot	Not less than INR 1,00,00,000 (Indian Rupees One Crore) (being 100 (one hundred) Debentures) and in multiples of 1 (one) Debenture thereafter for each Series.
Trading Lot Size	Not less than INR 1,00,00,000 (Indian Rupees One Crore) (being 100 (one hundred) Debentures) and in multiples of 1 (one) Debenture thereafter for each Series.
Manner of bidding in the Issue	Debentures will be through open bidding on EBP Platform in line with EBP Guidelines
Manner of allotment in the Issue	Uniform Yield Allotment
Manner of settlement in the Issue	Through clearing corporation of the BSE, i.e., the Indian Clearing Corporation Limited and the account details are given in the section on 'Payment Mechanism' of this Key Information Document.
Settlement Cycle T+1/ T+2 where T refers to the date of bidding/ issue day	T+1 Business Day, where "T" refers to the date of bidding for each Series. Settlement of the Issue will be on:

	Series 1 Debentures: 21 September 2026 Series 2 Debentures: 21 September 2026 Series 3 Debentures: 21 September 2026 Series 4 Debentures: 21 September 2026 Series 5 Debentures: 21 September 2026 Series 6 Debentures: 21 September 2026
Bid Start Time and End Time	11 AM – 12 PM
Pay-in date	Series 1 Debentures: 21 September 2026 Series 2 Debentures: 21 September 2026 Series 3 Debentures: 21 September 2026 Series 4 Debentures: 21 September 2026 Series 5 Debentures: 21 September 2026 Series 6 Debentures: 21 September 2026
Anchor Portion	N.A.

Process flow of settlement:

The Eligible Investors to whom a signed copy of this Key Information Document along with the private placement offer cum application letter have been issued by the Issuer and who have submitted/shall submit the Application Form ("**Successful Investors**"), 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 Issuer, the details of which are as set out in the section named "INSTRUCTIONS" of the Application Form, on or before 10:30 hours on the pay-in date.

The pay-in of the Application Money by the Successful Investors will be made only from the bank account(s), which have been provided / updated by them. Upon the transfer of funds into the aforesaid account of Issuer and Issuer 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 Investors 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. The details of which are as set out below:

Name of Bank	ICICI Bank Limited
IFSC Code	ICIC0000106
Account number	ICCLEB
Name of beneficiary	INDIAN CLEARING CORPORATION LTD

Name of Bank	HDFC Bank Limited
IFSC Code	HDFC0000060
Account number	ICCLEB
Name of beneficiary	INDIAN CLEARING CORPORATION LTD

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 under Applicable Law.

9.2 **Eligible Investors should refer to the Operational Guidelines**

If applicable, 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. If applicable, 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.

9.3 **Application Procedure**

If applicable, 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.

If applicable, 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.

9.4 **Fictitious Applications**

All fictitious applications will be rejected. If Applicable, 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.

9.5 **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. If applicable, 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. If applicable, 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. If applicable, 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 applicable, 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)**

9.6 **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 of Issuer mentioned under Section

9.1 above.

9.7 **Eligible Investors**

As prescribed in the EBP Requirements, "Qualified Institutional Buyers" or "QIBs" (as defined in the EBP Requirements) and non-QIBs authorized by an issuer to participate on an issuer on the EBP Platform are eligible participants (i.e., bidders) on an EBP Platform to participate in a particular issue on the EBP Platform. In furtherance of the above, to the extent applicable, the following categories of Investors ("**Eligible Investors**"), when specifically approached, and identified upfront by the Issuer, shall be eligible to apply for this private placement of Debentures subject to fulfilling their respective investment norms/rules and compliance with laws applicable to them and by completing the participation/nodding requirements prescribed for the EBP Platform and/or by submitting all the relevant documents along with the Application Form:

(a) QIBs;
(b) Banks;
(c) Financial Institutions;
(d) Mutual Funds;
(e) Insurance Companies;
(f) FIIs and FPIs;
(g) Companies and bodies corporate including public sector undertakings;
(h) Provident, pension, gratuity or superannuation funds;
(i) Individuals;
(j) Hindu Undivided Families;
(k) Partnerships/LLPs; and
(l) any other investor eligible to invest in the Debentures.

If applicable, by participating/bidding in the EBP Platform, each Eligible Investor represents and confirms that it has completed all enrollment and "know-your-customer" verification and other requirements prescribed under the EBP Requirements in the manner prescribed in 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.

To the extent applicable, investors, who are registered on the EBP Platform and are eligible to make bids for the Debentures of the Issuer and to whom allocation is to be made by Issuer pursuant to selection under the electronic book mechanism for issuance of securities on private placement basis in terms of the EBP Requirements and the Electronic Book Providers shall be considered as "identified persons" for the purposes of Section 42(2) of the Companies Act, 2013, to whom the Issuer shall make private placement of the Debentures and only such "identified persons" shall receive a direct communication from the Issuer with offer to subscribe to the Debentures and only such "identified persons" shall be entitled to subscribe to the Debentures.

To the extent applicable, additionally, those arrangers/brokers/intermediaries etc. (as per the defined limits under the EBP Requirements) specifically mapped by the Issuer on the EBP Platform are also eligible to bid/apply/invest for. this Issue

All Eligible Investors are required to check and comply with Applicable Law(s) including the relevant rules / regulations / guidelines applicable to them for investing in this Issue of Debentures. The Issuer, is not in any way, directly or indirectly, responsible for any statutory or regulatory breaches by any investor, nor is the Issuer required to check or confirm the above.

Hosting of this Disclosure Documents on the website of the BSE/EBP should not be construed as an offer or an invitation to offer to subscribe to the Debentures and wherever applicable, the Disclosure Documents has been hosted only as this is stipulated under the SEBI Debt Listing Regulations read with the EBP Requirements. Eligible Investors should check their eligibility before making any investment.

All Eligible Investors are required to comply with the relevant regulations/guidelines applicable to them for investing in this issue of Debentures.

Note: Participation by potential 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.

9.8 **Post-Allocation Disclosures by the EBP**

To the extent applicable, 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.

9.9 **Tax Deductions**

(a) All payments to be made by the Issuer to the Debenture Holders under the Debenture Documents shall be made free and clear of and without any Tax Deduction unless the Issuer is required to make a Tax Deduction pursuant to Applicable Law.

(b) The Issuer shall promptly upon becoming aware that it must make a Tax Deduction (or that there is any change in the rate or the basis of a Tax Deduction) notify the Debenture Trustee accordingly.

(c) If the Issuer is required to make a Tax Deduction, it shall make that Tax Deduction and any payment required in connection with that Tax Deduction within the time period prescribed under Applicable Law and in the minimum amount required by Applicable Law.

(d) Within the earlier of (i) 60 (sixty) days of making either a Tax Deduction or any payment required in connection with that Tax Deduction or (ii) 60 (sixty) days of each Due Date, the Issuer shall deliver to the Debenture Trustee evidence reasonably satisfactory to the Debenture Trustee that the Tax Deduction has been made or (as applicable) any appropriate payment paid to the relevant taxing authority.

SECTION 10: DECLARATION

The Company and the person authorized by the Company, confirm that:

A. The Issuer has complied with the provisions of the Securities Contracts (Regulation) Act, 1956, the Securities and Exchange Board of India Act, 1992, the Companies Act, 2013 and the rules made hereunder.

B. The compliance with the aforementioned Acts and the rules and regulations made thereunder do not imply that payment of dividend or interest or repayment of the non-convertible securities, if applicable, 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. 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.

E. Whatever is stated in this form 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.

F. The contents of this Key Information Document have been perused by the Board of Directors, and the final and ultimate responsibility of the contents mentioned herein shall also lie with the Board of Directors.

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 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.

We, Pratik Adatia and Reena Jayara authorized vide resolution dated 11 September 2026 passed by the LIBAC in terms of the authority delegated by the Board of Directors vide resolution dated 13 February 2026, a copy of which is attached hereto in Annexure VI, 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 form and matters incidental thereto have been complied with.

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. The extent of disclosures made in this Key Information Document is consistent with disclosures permitted by regulatory authorities to the issue of securities made by the companies in the past.

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

For DMI FINANCE PRIVATE LIMITED

DMI Finance Private Limited NEW DELHI

Authorised Signatory
Reena Jayara

Authorised Signatory
Pratik Adatia

Place: New Delhi
Date: 18 September 2026

DMI Finance Private Limited NEW DELHI

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

SECTION 11: DISCLOSURES PURSUANT TO THE SEBI DEBENTURE TRUSTEE CIRCULAR

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

Please refer to Section 8 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.

NA

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

Please refer to Annexure XIX of this Key Information Document.

(d) 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: NA

(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: NA

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

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

(i) **Details of guarantor viz. relationship with the Issuer:** NA

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

(iii) **List of assets of the guarantor including undertaking/consent/NOC as per 2.1(b) and 2.1(c) of Chapter II of the SEBI Debenture Trustee Circular:** NA

(iv) **Conditions of invocation of guarantee including details of put options or any other terms and conditions which may impact the security created:** NA

(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:** NA

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

(i) **Details of guarantor viz. holding/ subsidiary/ associate company etc**: NA

(ii) **Audited financial statements (not older than 6 months from the date of debenture trustee agreement) of guarantor including details of all contingent liabilities**: NA

(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 Trustee Circular:** NA

(iv) **Conditions of invocation of guarantee including details of put options or any other terms and conditions which may impact the security created:** NA

(v) **Impact on the security in case of restructuring activity of the guarantor:** NA

(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:** NA

(vii) **Copy of Board resolution of the guarantor for the guarantee provided in respect of the debt securities of the Issuer:** NA

(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**: NA

(g) 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: NA

(h) 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: NA

(i) Declaration:

Please refer to Section 10 of this Key Information Document.

(j) Terms and conditions of debenture trustee agreement including fees charged by debenture trustees(s):

Please refer to Section 6.31 of this Key Information Document.

(k) Details of security to be created:

Please refer to Section 8 of this Key Information Document.

(l) Process of due diligence carried out by the debenture trustee:

Please refer to Section 8 of this Key Information Document.

(m) Due diligence certificates as per the format specified in the SEBI Debenture Trustee Circular and in the Debt Listing Regulations:

Please refer to Annexure V of this Key Information Document.

(n) 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.

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

SECTION 12: MATERIAL CHANGES TO INFORMATION PROVIDED IN GENERAL INFORMATION DOCUMENT

Except as disclosed in this Key Information Document, there have been no material changes.

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

ANNEXURE I: RATING LETTERS, RATING RATIONALE AND DETAILED PRESS RELEASE FROM THE RATING AGENCY

Attached separately.

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

ANNEXURE II: CONSENT LETTER FROM THE DEBENTURE TRUSTEE, AUDITOR AND REGISTRAR

Debenture Trustee:

Attached separately.

Registrar:

Attached separately.

Auditor:

Attached separately.

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

ANNEXURE III: APPLICATION FORM

DMI FINANCE PRIVATE LIMITED
A private limited company incorporated under the Companies Act, 1956
Date of Incorporation: 2 September 2008
Registered Office: Express Building, 3rd Floor 9-10, Bahadur Shah Zafar Marg, Central Delhi, New Delhi, Delhi, India, 110002
Telephone No.: +91 11 4120 4400
Website: www.dmifinance.in

DEBENTURE SERIES APPLICATION FORM SERIAL NO.									

APPLICATION FORM FOR PRIVATE PLACEMENT OF LISTED, RATED, SENIOR, SECURED, REDEEMABLE, TRANSFERABLE NON-CONVERTIBLE DEBENTURES OF FACE VALUE OF INR 100,000 EACH ("Debentures")

ISSUE OPENS ON: 18 September 2026 CLOSING ON: 18 September 2026

Date of Application: __________

Dear Sirs,

We have received, read, reviewed and understood all the contents, terms and conditions and required disclosures in the key information document dated 18 September 2026 and the general information document dated 22 January 2026. We have also done all the required due diligence (legal or otherwise) without relying upon the information contained in the private placement offer cum application letter. Now, therefore, we hereby agree to accept the Debentures mentioned hereunder or such smaller number as may be allocated to us, subject to the terms of the said private placement offer cum application letter, this application form and the documents. We undertake that we will sign all such other documents and do all such other acts, if any, necessary on our part to enable us to be registered as the holder(s) of the Debentures which may be allotted to us.

We authorise you to place our name(s) on the Register of Debenture Holders of the Company that may be so allocated and to register our address(es) as given below. We note that the Company is entitled in their absolute discretion to accept or reject this application in whole or in part without assigning any reason whatsoever.

Yours faithfully,
For (Name of the Applicant)

(Name and Signature of Authorised Signatory)

The details of the application are as follows:
DEBENTURES APPLIED FOR ________ Nominal value of INR 100,000 per Debenture

FOR BANK USE ONLY

Paid-up Amount (INR) (in figures)	
Paid-up Amount (INR) (In words)	

Date of clearance of cheque						

PARTICULARS OF DP ID

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

RTGS/Cheque/Fund Transfer/ Demand Draft drawn on (Name of Bank and Branch)	Cheque/Demand Draft No./UTR No. in case of RTGS/ A/c no incase of FT	RTGS/Cheque/ Demand Draft/ fund transfer Date		DP Name DP ID No.	
				Client ID No.	
Tax status of the Applicant (please tick one) 1. Non Exempt 2. Exempt under Self-declaration Under Statute Certificate from I.T. Authority					

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

PAYMENT PREFERENCE

Cheque Draft RTGS Payable at

APPLICANT'S NAME IN FULL:

Tax payer's PAN or GIR No. if allotted		IT Circle/ Ward/ District	

FATHER'S NAME IN FULL:

MAILING ADDRESS IN FULL (Do not repeat name) (Post Box No. alone is not sufficient)

Pin							Tel							Fax					

BANK ACCOUNT DETAILS:

CONTACT PERSON

NAME		DESIGNATION	
TEL.NO.		FAX NO.	
Email			

TO BE FILLED IN BY THE APPLICANT

Name of the Authorized Signatory(ies)	Designation	Signature

……..………………… TEAR …………………………

Regd office:

APPLICATION FORM FOR PRIVATE PLACEMENT OF NON CONVERTIBLE DEBENTURES

(To be filled by the Applicant) **ACKNOWLEDGEMENT SLIP**

Received from ___________________________________ an application for _____________ Debentures

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

under Series __	
Address____	cheque/ draft No.________________ dated _______________
____	Drawn on
____	
____	for Rs. (in figures)_____________________________________
_______________ Pin Code _______________________	for Rs. (in words)
_____________________________________	

1. Application must be completed in full BLOCK LETTERS IN ENGLISH except in case of signature. Applications, which are not complete in every respect, are liable to be rejected.

2. Payments must be made by through the Clearing Corporation of India in the manner set out in the SEBI Guidelines.

   Payment shall be made from the bank account of the person subscribing. In case of joint holders, monies payable shall be paid from the bank account of the person whose name appears first in the application. No cash will be accepted.

3. The Original Application Form along with relevant documents should be forwarded to the Registered Office of the Company to the attention of the Compliance Officer, on the same day the application money is deposited in the Bank. A copy of PAN Card must accompany the application.

4. In the event of the Debentures offered being over-subscribed, the same will be allotted on a first come first serve basis by the Company.

5. The Debentures shall be issued in demat form only and subscribers may carefully fill in the details of Client ID/ DP ID.

6. In the case of application made under Power of Attorney or by limited companies, following documents (attested by Company Secretary /Directors/Authorised Signatories) must be lodged along with the application or sent directly to the Company at its Registered Office to the attention of the Compliance Officer along with a copy of the Application Form.

   (a) Certificate of Incorporation and Memorandum & Articles of Association;

   (b) Resolution of the Board of Directors and identification of those who have authority to operate; or power of attorney granted to its managers, officers, authorized persons or employees to transact business on its behalf (or in the case of application by a custodian on behalf of a SEBI registered FPI, the power of attorney provided to the custodian);

   (c) Certificate of registration;

   (d) PAN (otherwise exemption certificate by IT authorities);

   (e) DP ID, Client ID, DP Name;

(f) Bank Account Details; and

(g) Tax Residency Certificate.

7. The attention of applicants is drawn to Sub-Section (1) of Section 38 of the Companies Act, 2013, which is reproduced below:

Any person who:
(a) makes or abets making an application in a fictitious name to a company for acquiring, or subscribing for, its securities; or
(b) makes or abets making of multiple applications to a company in different names or in different combinations of his name or surname for acquiring or subscribing for its securities; or
(c) otherwise induces directly or indirectly a company to allot, or register any transfer of, shares therein, to him, or any other person in a fictitious name,
shall be liable for action under Section 447 of the Companies Act, 2013.

8. The applicant represents and confirms that it has understood the terms and conditions of the Debentures and is authorised and eligible to invest in the same and perform any obligations related to such investment.

The participants should complete the funds pay-in to the designated bank account of Indian Clearing Corporation Limited by 21 September 2026 on the Pay In Date.
The participants must ensure to do the funds pay-in from their same bank account which is updated by them in the BSE EBP platform while placing the bids.
The details of the bank accounts will be provided by the BSE EBP platform once bidding is completed.

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

PART B

(To be filed by the Applicant)

(i) Name

(ii) Father's name

(iii) Complete Address including Flat/House Number, Street, Locality, Pin Code

(iv) Phone number, if any

(v) Email ID, if any

(vi) PAN Number

(vii) Bank Account Details:

(viii) Tick whichever is applicable:-

(a) The applicant is not required to obtain Government approval under the Foreign Exchange Management (Non-debt Instruments) Rules, 2019 prior to subscription of shares.-

(b) The applicant is required Government approval under the Foreign Exchange Management (Non-debt Instruments) Rules, 2019 prior to subscription of shares and the same has been obtained, and is enclosed herewith. -

Signature

Initial of the Officer of the company designated to keep the record

ANNEXURE IV: ILLUSTRATION OF BOND CASH FLOWS

Illustration of Bond Cash Flows	
Name of the Issuer	DMI Finance Private Limited
Face Value (per security)	INR 1,00,000 (Indian Rupees One Lakh)
Issue Date	Series 1 Debentures: 18 September 2026 Series 2 Debentures: 18 September 2026 Series 3 Debentures: 18 September 2026 Series 4 Debentures: 18 September 2026 Series 5 Debentures: 18 September 2026 Series 6 Debentures: 18 September 2026
Date of Allotment	Series 1 Debentures: 21 September 2026 Series 2 Debentures: 21 September 2026 Series 3 Debentures: 21 September 2026 Series 4 Debentures: 21 September 2026 Series 5 Debentures: 21 September 2026 Series 6 Debentures: 21 September 2026
Date of Redemption	Series 1 Debentures: 11 August 2028 Series 2 Debentures: 12 September 2028 Series 3 Debentures: 12 October 2028 Series 4 Debentures: 12 December 2028 Series 5 Debentures: 12 March 2029 Series 6 Debentures: 12 September 2029
Tenure	Series 1 Debentures: 690 Days Series 2 Debentures: 722 Days Series 3 Debentures: 752 Days Series 4 Debentures: 813 Days Series 5 Debentures: 903 Days Series 6 Debentures: 1087 Days
Coupon Rate	Series 1 Debentures: 9.5% per annum Series 2 Debentures: 9.5% per annum Series 3 Debentures: 9.5% per annum Series 4 Debentures: 9.22% per annum Series 5 Debentures: 9.5% per annum Series 6 Debentures: 9.5% per annum
Frequency of the Coupon Payment with specified dates	As per “Interest Payment Schedule” table below
Day count convention	Actual/Actual

REDEMPTION SCHEDULE

Series 1 Debentures

CASH FLOWS	DAY AND DATE FOR COUPON/ REDEMPTION BECOMING DUE	ACTUAL DATE OF PAYMENT	NUMBER OF DAYS FOR DENOMINATOR	AMOUNT (INR)
1st Coupon	Wednesday, 11 August 2027	Wednesday, 11 August 2027	365	8,432.88

Maturity	Friday, 11 August 2028	Friday, 11 August 2028	366	1,09,500
Total				1,17,932.88

Series 2 Debentures

CASH FLOWS	DAY AND DATE FOR COUPON/ REDEMPTION BECOMING DUE	ACTUAL DATE OF PAYMENT	NUMBER OF DAYS FOR DENOMINTAOR	AMOUNT (INR)
1st Coupon	Sunday, 12 September 2027	Monday, 13 September 2027	365	9,265.75
Maturity	Tuesday, 12 September 2028	Tuesday, 12 September 2028	366	1,09,500
Total				1,18,765.75

Series 3 Debentures

CASH FLOWS	DAY AND DATE FOR COUPON/ REDEMPTION BECOMING DUE	ACTUAL DATE OF PAYMENT	NUMBER OF DAYS FOR DENOMINTAOR	AMOUNT (INR)
1st Coupon	Monday, 12 October 2026	Monday, 12 October 2026	365	546.58
2nd Coupon	Tuesday, 12 October 2027	Tuesday, 12 October 2027	365	9,500
Maturity	Thursday, 12 October 2028	Thursday, 12 October 2028	366	1,09,500
Total				1,19,546.58

Series 4 Debentures

CASH FLOWS	DAY AND DATE FOR COUPON/ REDEMPTION BECOMING DUE	ACTUAL DATE OF PAYMENT	NUMBER OF DAYS FOR DENOMINTAOR	AMOUNT (INR)
1st Coupon	Saturday, 12 December 2026	Monday, 14 December 2026	365	2,071.34
2nd Coupon	Friday, 12 March 2027	Friday, 12 March 2027	365	2,273.42
3rd Coupon	Saturday, 12 June 2027	Monday, 14 June 2027	365	2,323.95
4th Coupon	Sunday, 12 September 2027	Monday, 13 September 2027	365	2,323.95
5th Coupon	Sunday, 12 December 2027	Monday, 13 December 2027	365	2,298.68
6th Coupon	Sunday, 12 March 2028	Monday, 13 March 2028	366	2,292.40
7th Coupon	Monday, 12 June 2028	Monday, 12 June 2028	366	2,317.60

8th Coupon	Tuesday, 12 September 2028	Tuesday, 12 September 2028	366	2,317.60
Maturity	Tuesday, 12 December 2028	Tuesday, 12 December 2028	366	1,02,292.40
Total				1,20,511.34

Series 5 Debentures

CASH FLOWS	DAY AND DATE FOR COUPON/ REDEMPTION BECOMING DUE	ACTUAL DATE OF PAYMENT	NUMBER OF DAYS FOR DENOMINTAOR	AMOUNT (INR)
1st Coupon	Friday, 12 March 2027	Friday, 12 March 2027	365	4,476.71
2nd Coupon	Sunday, 12 March 2028	Monday, 13 March 2028	366	9,500
Maturity	Monday, 12 March 2029	Monday, 12 March 2029	365	1,09,500
Total				1,23,476.71

Series 6 Debentures

CASH FLOWS	DAY AND DATE FOR COUPON/ REDEMPTION BECOMING DUE	ACTUAL DATE OF PAYMENT	NUMBER OF DAYS FOR DENOMINTAOR	AMOUNT (INR)
1st Coupon	Sunday, 12 September 2027	Monday, 13 September 2027	365	9,265.75
2nd Coupon	Tuesday, 12 September 2028	Tuesday, 12 September 2028	366	9,500
Maturity	Wednesday, 12 September 2029	Wednesday, 12 September 2029	365	1,09,500
Total				1,28,265.75

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

ANNEXURE V: DUE DILIGENCE CERTIFICATE

Due diligence certificate as per the format specified in the SEBI Debenture Trustee Circular:

Attached separately.

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

ANNEXURE VI: BOARD AND COMMITTEE RESOLUTION

Attached separately.

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

ANNEXURE VII: SHAREHOLDERS' RESOLUTIONS

Attached separately.

ANNEXURE VIII: DISCLOSURE REQUIREMENTS UNDER FORM PAS – 4 REQUIRED UNDER THE COMPANIES ACT, 2013

Sr. No.	Disclosure Requirements	Refer to the following clause
1	**GENERAL INFORMATION**	
a.	Name, address, website and other contact details of the company indicating both registered office and corporate office. Name of the Company Registered Office Address Corporate Office Address Contact Number Fax Number Email ID Website	*Please refer to cover page of this Key Information Document.*
b.	Date of incorporation of the company.	*Please refer to cover page of this Key Information Document.*
c.	Business carried on by the company and its subsidiaries with the details of branches or units:	
	(i) The description of the Company's Principal Business Activities are with the details of branches or units:	*Please refer to Section 6.7(a) and 6.7(d) of this Key Information Document.*
	(ii) Details about the subsidiaries of the Company with the details of branches or units:	*Please refer to Section 6.7(c)) of this Key Information Document for details of subsidiaries of the Company.* Details of branches or units of Subsidiaries of the Company: Nil
d.	Brief particulars of the management of the company.	
	(i) Details of Board of Directors of the Company & their profile	*Please refer to Section 6.11(a) and Annexure XXII of this Key Information Document.*
	(ii) Details of Key Management Personnel of the Company & their profile	*Please refer to Annexure XXII of this Key Information Document.*
e.	Names, addresses, Director Identification Number and occupations of the directors	*Please refer to Section 6.11(a) of this Key Information Document.*

Sr. No.	Disclosure Requirements	Refer to the following clause
f.	Management's perception of risk factor	*Please refer to Section 4 of the General Information Document.*
g.	Details of default, if any, including therein the amount involved, duration of default and present status, in repayment of:	
	(i) Statutory dues;	*Please refer to Section 6.21 of this Key Information Document.*
	(ii) Debentures and interest thereon;	Not Applicable
	(iii) Deposits and interest thereon; and	Not Applicable
	(iv) Loan from any bank or financial institution and interest thereon.	Not Applicable
h.	Names, designation, address and phone number, email ID of the nodal/ compliance officer of the company, if any, for the private placement offer process.	Name: Ms. Reena Jayara Designation: Company Secretary and Compliance Officer Address: Express Building, 3rd Floor, 9-10, Bahadur Shah Zafar Marg, New Delhi-110002 Phone No.: +91 11 4120 4400 Email: cs.compliance@dmifinance.in
i.	Registrar of the Issue	*Please refer to cover page of this Key Information Document.*
j.	Valuation Agency	Not Applicable
k.	Auditors	*Please refer to cover page of this Key Information Document.*
l.	Any default in Annual filing of the Company under the Act or the rules made thereunder.	There has been no default in annual filing of the Company.
2	**PARTICULARS OF THE OFFER**	
a.	Financial position of the Company for last 3 financial years.	*Please refer to Annexure XIII of this Key Information Document.*
b.	Date of passing of board resolution.	*Please refer to Annexure VI of this Key Information Document.*
c.	Date of passing of resolution in the general meeting, authorizing the offer of securities.	*Please refer to Annexure VII of this Key Information Document.*
d.	Kinds of securities offered (i.e., whether share or debenture) and class of security, the total number of shares or other securities to be issued.	*Please refer to Section 8 of this Key Information Document.*

Sr. No.	Disclosure Requirements	Refer to the following clause
e.	Price at which the security is being offered including the premium, if any, along with justification of the price:	INR 1,00,000 (Indian Rupees One Lakh) per Debenture. The Debentures are being offered at par value of INR 1,00,000 (Indian Rupees One Lakh) per Debenture.
f.	Name and address of the valuer who performed valuation of the security offered, and basis on which the price has been arrived at along with report of the registered valuer:	Not Applicable
g.	Relevant date with reference to which the price has been arrived at	Not Applicable
h.	The class or classes of persons to whom the allotment is proposed to be made:	*Please refer to Section 9.7 of this Key Information Document.*
i.	Intention of promoters, Directors or Key Managerial Personnel to subscribe to the offer (applicable in case they intend to subscribe to the offer):	Not Applicable
j.	The proposed time within which the allotment shall be completed:	*Please refer to 'Issue Schedule' in the cover page of this Key Information Document.*
k.	The names of the proposed allottees and the percentage of post private placement capital that may be held by them	Not applicable
l.	The change in control, if any, in the company that would occur consequent to the private placement	Not applicable
m.	The number of persons to whom allotment on preferential basis/private placement/ rights issue has already been made during the year, in terms of number of securities as well as price	No allotment on preferential basis/private placement/rights issue has been made during the financial year 2026-27 till date of this issue.
n.	The justification for the allotment proposed to be made for consideration other than cash together with valuation report of the registered valuer	Not applicable
o.	Amount which the company intends to raise by way of proposed offer of securities.	*Please refer to Section 8 of this Key Information Document.*
p.	Terms of raising of securities:	
	(i) Duration, if applicable;	*Please refer to Section 8 of this Key Information Document.*
	(ii) Rate of dividend;	Not Applicable
	(iii) Rate of interest;	*Please refer to Section 8 of this Key Information Document.*

Sr. No.	Disclosure Requirements	Refer to the following clause
	(iv) Mode of payment; and	*Please refer to Section 8 of this Key Information Document.*
	(v) Mode of repayment.	*Please refer to Section 8 of this Key Information Document.*
q.	Proposed time schedule for which this Key Information Document is valid.	The offer under this Key Information Document is valid up to and including the Issue Closing Date.
r.	Purposes and objects of the offer.	*Please refer to Section 8 of this Key Information Document.*
s.	Contribution being made by the promoters or directors either as part of the offer or separately in furtherance of such objects.	Not Applicable
t.	Principle terms of assets charged as security, if applicable.	*Please refer to Section 8 of this Key Information Document.*
u.	The details of significant and material orders passed by the Regulators, Courts and Tribunals impacting the going concern status of the Company and its future operations.	No such significant and material orders were passed by the regulators, courts and tribunals for the financial year 2026-27 till date impacting the ongoing concern status of the Company and its future operations.
v.	The pre-issue and post-issue shareholding pattern of the company	There will be no change in the shareholding pattern of the Company as this is a Debenture issue.
3	**MODE OF PAYMENT FOR SUBSCRIPTION**	
	- Cheque - Demand Draft - Other Banking Channels	*Please refer to Section 8 of this Key Information Document.*
4	**DISCLOSURES WITH REGARD TO INTEREST OF DIRECTORS, LITIGATION ETC**	
a.	Any financial or other material interest of the directors, promoters or key managerial personnel in the offer and the effect of such interest in so far as it is different from the interests of other persons.	*Please refer to Section 6.12 of this Key Information Document.*
b.	Details of any litigation or legal action pending or taken by any Ministry or Department of the Government or a statutory authority against any promoter of the offeree company during the last three years immediately preceding the year of the issue of this Key Information Document and any direction issued by such Ministry or Department or statutory authority upon conclusion of such litigation or legal action shall be disclosed.	No litigation or legal action pending or taken by any Ministry or Department of the Government or a statutory authority against the promoter of the Company in the given period.
c.	Remuneration of directors (during the current year and last three financial years).	*Please refer to Section 6.11(c) of this Key Information Document.*

<table>
<tr><th>Sr. No.</th><th>Disclosure Requirements</th><th>Refer to the following clause</th></tr>
<tr><td>d.</td><td>Related party transactions entered during the last three financial years immediately preceding the year of issue of this Key Information Document including with regard to loans made or, guarantees given or securities provided.</td><td>Please refer to Section 6.25 of this Key Information Document.</td></tr>
<tr><td>e.</td><td>Summary of reservations or qualifications or adverse remarks of auditors in the last five financial years immediately preceding the year of issue of this Key Information Document and of their impact on the financial statements and financial position of the company and the corrective steps taken and proposed to be taken by the company for each of the said reservations or qualifications or adverse remark.</td><td>Please refer to Section 6.39(h) of this Key Information Document.</td></tr>
<tr><td>f.</td><td>Details of any inquiry, inspections or investigations initiated or conducted under the Companies Act, 2013 or any previous company law in the last three years immediately preceding, the year of issue of this Key Information Document in the case of company and all of its subsidiaries, and if there were any prosecutions filed (whether pending or not) fines imposed, compounding of offences in the last three years immediately preceding the year of this Key Information Document and if so, section-wise details thereof for the company and all of its subsidiaries.</td><td>Please refer to Section 6.39(i) of this Key Information Document.</td></tr>
<tr><td>g.</td><td>Details of acts of material frauds committed against the company in the last three years, if any, and if so, the action taken by the company</td><td>Please refer to Section 6.39(j) of this Key Information Document.</td></tr>
<tr><td>5</td><td colspan="2">FINANCIAL POSITION OF THE COMPANY</td></tr>
<tr><td>a.</td><td>The capital structure of the company</td><td>
<table>
<tr><th>SHARE CAPITAL</th><th>AMOUNT (IN INR LAKHS)</th></tr>
<tr><td>Authorised Share Capital</td><td></td></tr>
<tr><td>196,50,00,000 Equity Shares of INR 10 each</td><td>1,96,500</td></tr>
<tr><td>12,50,00,000 Compulsory Convertible Preference Shares of INR 10 each-</td><td>12,500</td></tr>
<tr><td>TOTAL</td><td>2,09,000</td></tr>
<tr><td>Issued and Subscribed Capital</td><td></td></tr>
<tr><td>74,26,32,169 Equity shares of INR 10 each</td><td>74,263.22</td></tr>
<tr><td></td><td></td></tr>
<tr><td>Paid- up Share Capital</td><td></td></tr>
<tr><td>74,26,32,169 Equity shares of INR 10 each</td><td>74,263.22</td></tr>
</table>
</td></tr>
</table>

Sr. No.	Disclosure Requirements	Refer to the following clause
		TOTAL **74,263.22**
b.	Size of the present offer;	*Please refer to Section 8 of this Key Information Document.*
c.	Paid up capital:	*Please refer to Section 6.10(f) of this Key Information Document.*
	(i) After the offer;	Not Applicable
	(ii) After conversion of convertible instruments (if applicable);	Not Applicable
	(iii) Share premium account (before and after the offer).	Not Applicable
d.	The details of the existing share capital of the issuer company in a tabular form, indicating therein with regard to each allotment, the date of allotment, the number of shares allotted, the face value of the shares allotted, the price and the form of consideration.	*Please refer to Annexure XXI of this Key Information Document.*
e.	The number and price at which each of the allotments were made in the last one year preceding the date of this Key Information Document.	8,000 (Eight Thousand) 8.75% Unsecured, Listed, Rated, Redeemable, Non-Convertible Debentures (NCDs) of face value of INR 1,00,000/- each for an aggregate amount of up to INR 80/- Crores (Indian Rupees Eighty Crores Only) were allotted on February 03, 2026 on a private placement basis.
f.	Profits of the company, before and after making provision for tax, for the three financial years immediately preceding the date of issue of this Key Information Document.	*Please refer to Section 6.9 of this Key Information Document.*
g.	Dividends declared by the company in respect of the said three financial years; interest coverage ratio for last three years (Cash profit after tax plus interest paid / interest paid)	No dividend has been declared by the Company in the last 3(three) financial years. Interest coverage ratio: Not applicable
h.	A summary of the financial position of the company as in the three audited balance sheets immediately preceding the date of issue of this Key Information Document.	*Please refer to Section 6.9 and Annexure XIII of this Key Information Document.*
i.	Audited Cash Flow statement for the three years immediately preceding the date of issue of this Key Information Document.	*Please refer to Annexure XIII of this Key Information Document.*
j.	Any change in accounting policies during the last three years and their effect on the profits and the reserves of the company.	None

PART - B (To be filed by the Applicant)

a.	Name	To be filed by Applicant as a part of the Application Form.
b.	Father's name	
c.	Complete address including flat/ house number, street, locality, pin code	
d.	Phone number, if any	
e.	Email Id, if any	
f.	PAN number	
g.	Bank account details	
h.	Tick whichever is applicable (i) The applicant is not required to obtain Governmental approval under the Foreign Exchange Management (Non-Debt Instruments) Rules, 2019 prior to subscription of shares. (ii) The applicant is required to obtain Governmental approval under the Foreign Exchange Management (Non-Debt Instruments) Rules, 2019 prior to subscription of shares and the same has been obtained, and is enclosed herewith. Signature Initial of the Officer of the company designated to keep the record	
6	**A DECLARATION BY THE DIRECTORS THAT**	
a.	The company has complied with the provisions of the Act and the rules made thereunder;	*Please refer to Section 10 of this Key Information Document.*
b.	The compliance with the Companies Act, 2013 and the rules made thereunder do not imply that payment of dividend or interest or repayment of debentures, if applicable, is guaranteed by the Central Government; and	
c.	The monies received under the offer shall be used only for the purposes and objects indicated in this Key Information Document.	
d.	**Annexures:** 1. Terms of the Issue 2. Valuation Report 3. Cash flow statement 4. Application Form 5. Copy of resolution of the Board 6. Copy of shareholders' resolution	*Please refer to Section 8, Annexures III, IV, VI, VII.*

ANNEXURE IX: DEBENTURE TRUSTEE AGREEMENT

Attached separately.

ANNEXURE X: DEBENTURE TRUST DEED

Attached separately

ANNEXURE XI: OFFER LETTER OF DEBENTURE TRUSTEE

Attached separately

ANNEXURE XII: IN-PRINCIPAL APPROVAL OF BSE LIMITED

Attached separately

ANNEXURE XIII: AUDITED FINANCIAL STATEMENTS AND AUDITOR'S REPORTS

Attached separately

ANNEXURE XIV: ALM STATEMENTS

In Lakhs Only

31 March 2026	**1-7D**	**8-14D**	**15-30/31D**	**1M-2M**	**2M-3M**	**3M-6M**	**6M-1Y**	**1Y 3Y**	**3Y 5Y**	**Above 5Y**	**Total**
Assets											
Loan receivables	50,504.38	145.41	2,540.57	50,809.34	49,338.08	129,184.11	169,852.82	243,874.31	33335.07	14363.12	743,947.21
Non-Performing Loans	-	-	-	-	-	-	-	-	13330.11	23885.8	37,215.91
Investments	360.89	57.48	4,072.68	6,316.18	6,169.24	13,535.31	11,112.93	19,588.30	0	29890.94	91,103.95
Cash and Cash Equivalents	95,802.06	6,058.92	725.00	2,958.36	895.65	4,325.66	1,512.29	4,794.02	0	0	117,071.96
Fixed Assets (Excluding Assets on Lease)										1727.41	1,727.41
Other Assets	0.02	6.61	6,579.57	3,701.19	3,621.21	5,798.40	5,128.68	18,709.93	21567.39	2491.02	67,604.02
Total Inflows	**146,667.35**	**6,268.42**	**13,917.82**	**63,785.07**	**60,024.18**	**152,843.48**	**187,606.72**	**286,966.56**	**68,232.57**	**72,358.29**	**1,058,670.46**
Cumulative Inflows	**146,667.35**	**152,935.77**	**166,853.59**	**230,638.66**	**290,662.84**	**443,506.32**	**631,113.04**	**918,079.60**	**986,312.17**	**1,058,670.46**	
Liabilities											
Equity, Reserve and Surplus										697,130.37	697,130.37
Bank Borrowings			3,833.57	3,670.37	12,660.78	47,132.40	27,408.81	39,127.48			133,833.41
Borrowings from Others			4,095.22	4,262.19	4,013.87	9,929.94	17,684.94	18,570.51			58,556.67
Commercial Papers/Market Borrowings											0.00
Non-Convertible Debentures						1,000.00	51,500.00	6,957.00			59,457.00
Subordinate Debt											0.00
Current Liabilities and Provisions	2,380.94	11.15	8,939.78	4,494.79	8,211.03	5,960.55	8,161.60	11,218.38	11316.99	10852.26	71,547.47
Statutory Dues	1,121.88	-	-	-	-	-	-	-	0	0	1,121.88
Others	915.51	965.21	2,193.93	7,092.52	2,898.82	6,062.13	8,064.54	5,909.98	1397.32	1523.7	37,023.66
Total Outflows	**4,418.33**	**976.36**	**19,062.50**	**19,519.87**	**27,784.50**	**70,085.02**	**112,819.89**	**81,783.35**	**12,714.31**	**709,506.33**	**1,058,670.46**
CUMULATIVE OUTFLOWS	**4,418.33**	**5,394.69**	**24,457.19**	**43,977.06**	**71,761.56**	**141,846.58**	**254,666.47**	**336,449.82**	**349,164.13**	**1,058,670.46**	
Mismatch	142,249.02	5,292.06	(5,144.68)	44,265.20	32,239.68	82,758.46	74,786.83	205,183.21	55,518.26	(637,148.04)	-
Mismatch as % of Outflows	3219.52%	542.02%	-26.99%	226.77%	116.03%	118.08%	66.29%	250.89%	436.66%	-89.80%	
Cumulative mismatch % to Cumulative Outflows	3219.52%	2734.93%	582.23%	424.45%	305.04%	212.67%	147.82%	172.87%	182.48%	0.00%	

ANNEXURE XV: ADDITIONAL DEFINITIONS

"**Accepting Debenture Holder**" has the meaning given to it in Paragraph 8(c)(i)B (*Voluntary Redemption / Buy-back*) of schedule 1 (*Terms and Conditions*) of the Debenture Trust Deed.

"**Account Bank**" means Kotak Mahindra Bank Limited, New Delhi branch.

"**Act**" means the Companies Act, 2013.

"**Affiliate**" means, in relation to any person, the following:

(a) any person who is Controlling, Controlled by or under common Control of such specific person;

(b) where the specific person is a company, it includes a Subsidiary of that company or a Holding Company of that company or any other Subsidiary of that Holding Company;

(c) where such specific person is a limited liability partnership, it includes its partners and designated partners;

(d) where the specific person is an individual, it includes a Relative of that individual or any person Controlled by that individual; and

(e) where the specific person is a trust, it includes any manager and trustee of such specific person.

"**Ampverse**" means Ampverse DMI Private Limited, a company validly existing under the provisions of Companies Act, 2013, with corporate identity number U82300DL2023PTC411149 and having its registered office at 61-63 Panchkuian Road, Second Floor, New Delhi-110001.

"**Anti-Bribery and Corruption Laws**" means, with respect to the Secured Parties or the Company, the Prevention of Corruption Act, 1988, the United States Foreign Corrupt Practices Act of 1977, the Indian Penal Code, 1860 (to the extent applicable), the Bhartiya Nyaya Sanhita, 2023, the UK Bribery Act of 2010 or any similar laws, rules or regulations issued, administered or enforced by India, the United Kingdom, the United States of America, the European Union or any of its member states, or any other country or Governmental Authority having jurisdiction over the Secured Parties or the Company, including all anti-bribery or anti-corruption laws and international conventions and other laws regarding bribery or commercial bribery, in each case, as amended and together with the rules and regulations issued thereunder or in connection therewith.

"**Anti-Money Laundering Laws and Anti-Terrorism Financing Laws**" means all applicable financial record keeping and reporting requirements and money laundering statutes (including all applicable rules and regulations thereunder) and all applicable rules and regulations and any related or similar rules, regulations or guidelines: (i) issued, administered or enforced by any governmental agency having jurisdiction over the Company (or any of its officers, directors, employees, shareholders or agents, as the case may be) or otherwise issued, administered or enforced in each of the jurisdictions in which the Company is incorporated or domiciled (as the case may be); and (ii) of all jurisdictions in which the Company (or any of its officers, directors, employees, shareholders or agents) conducts business.

"**Applicable Law**" means any statute, national, state, provincial, local, municipal, foreign, international, multinational or other law, treaty, code, regulation, ordinance, rule, judgment, order, decree, bye-law, approval of any Governmental Authority, directive, guideline, policy, requirement or other governmental restriction or any similar form of decision of or determination by, or any interpretation or administration having the force of law of any of the foregoing by any Governmental Authority having jurisdiction over the matter in question, whether in effect as of the date of the Debenture Trust Deed or at any time thereafter.

"**Associate**" has the meaning ascribed to the term 'associate company' in the Act.

"**Authorisation**" means:

(a) an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation, lodgement or registration; or

(b) in relation to anything which will be fully or partly prohibited or restricted by law or regulation if a Governmental Authority intervenes or acts in any way within a specified period after lodgement, filing, registration or notification, the expiry of that period without intervention or action.

"**Borrower(s)**" means the person(s) to whom a Loan is advanced by the Company.

"**Business Day**" means:

(a) in relation to announcement of bid or issue period, a day, other than Saturdays, Sundays and public holidays, on which commercial banks in Mumbai are open for business;

(b) in relation to time period between the Issue closing date and the listing of the Debentures on the Exchange, a day on which the Exchange is open for trading, other than Saturdays, Sundays and bank holidays, as specified by SEBI; and

(c) a day, other than a Sunday or a public holiday declared under Section 25 of the Negotiable Instruments Act, 1881, on which money markets are functioning in Mumbai.

"**Buy-back Date**" has the meaning given to it in Paragraph 8(c)(ii)B (Voluntary Redemption / Buy-back) of schedule 1 (Terms and Conditions) of the Debenture Trust Deed.

"**Cash and Cash Equivalents**" means receivables from:

(a) unencumbered term deposits with, or certificates of deposits issued by, any scheduled commercial bank in India, having a minimum credit rating of AAA or an equivalent rating by any Rating Agency;

(b) unencumbered treasury bills, debt instruments or other securities issued by: (i) the Government of India or guaranteed by the Government of India in full; or (ii) any State Government or guaranteed by any State Government in full;

(c) any unencumbered investment in money market funds and/or liquid funds, overnight mutual funds and arbitrage mutual funds (including open ended debt-backed or fixed return schemes of mutual funds registered with SEBI having a credit rating of not less than AAA which are readily convertible into cash without incurring any significant premium or penalty; and

(d) any other debt security approved by the Debenture Trustee (acting on the instructions of the Debenture Holders of the relevant Series by way of a Majority Resolution),

in each case, denominated in INR and to which the Company is beneficially entitled at that time.

"**CDSL**" means the Central Depository Services (India) Limited.

"**CIBIL**" means the TransUnion CIBIL Limited.

"**Coercive Practice**" means the impairing or harming, or threatening to impair or harm, directly or indirectly, any person or the property of the person with a view to influence improperly the actions of a person.

"**Collusive Practice**" means an arrangement between two or more persons designed to achieve an improper purpose, including to influence improperly the actions of another person.

"**Company Notice**" has the meaning given to it in Paragraph 8(c)(ii) (*Voluntary Redemption / Buy-back*) of Schedule 1 (*Terms and Conditions*) of the Debenture Trust Deed.

"**Consent Letter**" has the meaning given to it in Recital (D) above.

"**Control**" or "**Controlling**" or "**Controlled**" shall include the right to appoint majority of the directors or to control the management or policy decisions exercisable by a person or persons acting individually or in concert, directly or indirectly, including by virtue of their shareholding or management rights or shareholders agreements or voting agreements or in any other manner.

"**Corrupt Practice**" means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another person.

"**Coupon**" means, in respect of a Debenture for a Coupon Period, the amount of interest payable on the outstanding Nominal Value at the Coupon Rate.

"**Coupon Payment Date(s)**" means:

(a) in relation to the Series 1 Debentures, Series 2 Debentures, Series 3 Debentures, Series 5 Debentures and Series 6 Debentures: (i) the Initial Coupon Payment Date; and (ii) each date falling 12 months thereafter; and

(b) in relation to the Series 4 Debentures: (i) the Initial Coupon Payment Date; and (ii) each date falling 3 months thereafter,

provided that the last Coupon Payment Date in respect of a Series of Debentures shall fall on the Final Redemption Date of such Series of Debentures, as more particularly set out in the Key Information Document.

"**Coupon Period**" in relation to the Debentures, means each period determined in accordance with clause 4.3 (*Coupon Period*) of the Debenture Trust Deed.

"**Coupon Rate**" means, in relation to each Series of Debenture, the rate specified in relation to such Series in the Key Information Document as adjusted in accordance with clause 4.2(c) (*Covenant to Pay Coupon*) or clause 4.2(d) (*Covenant to Pay Coupon*) of the Debenture Trust Deed, as applicable.

"**Credit Facilities Directions**" means the Reserve Bank of India (Commercial Banks – Credit Facilities) Directions, 2025 dated November 28, 2025, as amended, modified, supplemented or restated from time to time.

"**Debenture Documents**" means in relation to each Series of Debentures:

(a) the Debenture Trust Deed;

(b) the Debenture Trustee Agreement;

(c) the Deeds of Hypothecation executed in relation to such Series;

(d) each Supplemental Deed of Hypothecation executed in relation to such Series;

(e) each Portfolio Certificate provided in relation to such Series;

(f) the Hypothecation Power of Attorney provided in relation to such Series; and

(g) any other document that may be designated as a Debenture Document by the Debenture Trustee,

and "**Debenture Document**" means any of them.

"**Debenture Holders**" means the persons who are, for the time being and from time to time, the holders of the Debentures and whose names appear in the Register of Beneficial Owners, and "**Debenture Holder**" means each such person.

"**Debenture Regulations**" means the SEBI NCS Regulations, the LODR Regulations, the SEBI (Debenture Trustees) Regulations, 1993 and all the rules, regulations, notifications, circulars, press notes or orders, issued by SEBI, RBI or any other Governmental Authority in relation to, or in connection with, non-convertible debentures from time to time.

"**Debenture Trustee Agreement**" means the debenture trustee agreement dated 11 September 2026 entered into between the Company and the Debenture Trustee.

"**Debentures**" means up to 60,000 senior, secured, listed, rated, transferable and redeemable non-convertible debentures with nominal value of INR 1,00,000 each, aggregating to not more than INR 600,00,00,000, along with a green shoe option of up to 1,21,500 senior, secured, listed, rated, transferable and redeemable non-convertible debentures with nominal value of INR 1,00,000 each, aggregating to not more than INR 12,15,00,00,000, with the total issue size aggregating up to INR 18,15,00,00,000, to be issued by the Company in dematerialised form, in 6 Series (being Series 1 Debentures, Series 2 Debentures, Series 3 Debentures, Series 4 Debentures, Series 5 Debentures and Series 6 Debentures) on a private placement basis and to be listed on the Exchange pursuant to the Debenture Trust Deed and in terms of the Disclosure Documents.

"**Debt**" means, in relation to each Series of Debentures, the aggregate of the (a) Nominal Value of such Series of Debentures; (b) Coupon of such Series of Debentures; (c) Default Interest (if any) of such Series of Debentures; (d) any other amounts payable by the Company under or in connection with such Series of Debentures, the Debenture Trust Deed and the other Debenture Documents, including any costs, charges, expenses, fees, remuneration of the Debenture Trustee, liquidated damages, penalties, damages, reimbursements, Taxes, stamp duties, registration costs and indemnities in relation to such Series of Debentures; and (e) any and all sums expended by any Debenture Holder (or the Debenture Trustee on its behalf) or any other person to preserve any Security, and any expenses for the creation, preservation, enforcement and realisation of the Security and the enforcement and collection of any amounts due under the Debenture Trust Deed and/or any other Debenture Document, together with all present and future monies, debts and liabilities due, owing or incurred from time to time by the Company to any Secured Party in relation to such Series of Debentures under or in connection with such Series of Debentures, the Debenture Trust Deed and the other Debenture Documents (in each case, whether alone or jointly, or jointly and severally, with any other person, whether actually or contingently, and whether as principal, surety or otherwise), but without any double counting.

"**Deeds of Hypothecation**" means, in relation to a Series, the deed of hypothecation dated on or about the date of the Debenture Trust Deed entered into between the Company and the Debenture Trustee in relation to such Series, for creation of charge by way of hypothecation over the Hypothecated Assets, in favour of the Debenture Trustee read together with each Supplemental Deed of Hypothecation executed between the Company and the Debenture Trustee from time to time in accordance with the Debenture Documents for such Series.

"**Deemed Date of Allotment**" means, in relation to each Series of Debentures, the deemed date of allotment for such Series of Debentures, as set out in the Key Information Document, being the Pay In Date.

"**Default**" means in relation to each Series of Debentures, an Event of Default, or any event or circumstance specified in Annexure XVI (*Events of Default and Remedies*) which would (with the expiry of any applicable grace period (if any, as set out under the Debenture Documents), the giving of notice, the making of any determination under the Debenture Documents or any combination of the foregoing) be an Event of Default.

"**Default Interest**" means any interest payable or paid in accordance with clause 4.4 (*Default Interest*) of the Debenture Trust Deed, calculated at the Default Interest Rate.

"**Default Interest Rate**" means interest at the rate of 2% (two percent) per annum over and above the Coupon.

"**Depositories Act**" means the (Indian) Depositories Act, 1996.

"**Depository**" means NSDL and/or CDSL, as the context requires.

"**Disclosure Documents**" means, collectively, the General Information Document and the Key Information Document and "**Disclosure Document**" means any of them.

"**Dispute**" has the meaning given to it in clause 31(a) (*Enforcement*) of the Debenture Trust Deed.

"**DMI Alternatives**" means DMI Alternatives Private Limited, a company incorporated under the Companies Act, 1956, and a validly existing company under the provisions of Companies Act, 2013, with corporate identity number U74999DL2016PTC305804 and having its registered office at 54, Janpath, Second floor, Janpath, Central Delhi, New Delhi, Delhi, India, 110001.

"**DMI Group**" means, collectively, the Company, DMI Housing Finance, the Parent, DMI Alternatives and their respective Subsidiaries and Associates.

"**DMI Housing Finance**" means DMI Housing Finance Limited, a company incorporated under the Companies Act, 1956, and a validly existing company under the provisions of Companies Act, 2013, with corporate identity number U65923DL2011PTC216373 and having its registered office at 2nd Floor MBD House, Gulab Bhawan, 6, Bahadur Shah Zafar Marg, I.P.Estate, Delhi-110002.

"**Due Date**" means any date on which any amount is due and payable by the Company to the Secured Parties pursuant to the Debenture Documents.

"**Early Redemption Amount**" means, in respect of a Debenture being redeemed (in part or in full as the case may be) pursuant to the occurrence of:

(a) an event set out in paragraph 8(a) (*Early Redemption - Illegality*) of schedule 1 (*Terms and Conditions*) of the Debenture Trust Deed, an amount equal to the sum of (i) Nominal Value of the Debentures outstanding, (ii) accrued but unpaid Coupon, (iii) accrued but unpaid Default Interest (if any) and (iv) any other costs, expenses and indemnified amounts payable by the Company in respect of the Debenture or otherwise under the Debenture Documents;

(b) an Event of Default, an amount equal to the sum of (i) Nominal Value of the Debentures outstanding, (ii) accrued but unpaid Coupon, (iii) accrued but unpaid Default Interest (if any) and (iv) any other costs, expenses and indemnified amounts payable by the Company in respect of the Debenture or otherwise under the Debenture Documents; and

(c) a Mandatory Redemption Event, an amount equal to the Mandatory Redemption Amount.

"**Early Redemption Date**" means any date prior to the Final Redemption Date on which the Debentures are required to be redeemed (in full or part, as the case may be) in accordance with the Debenture Trust Deed pursuant to the occurrence of any Early Redemption Event.

"**Early Redemption Event**" means the occurrence of any of the following:

(a) an event set out in paragraph 8(a) (*Early Redemption - Illegality*) of schedule 1 (*Terms and Conditions*) of the Debenture Trust Deed;

(b) an Event of Default; or

(c) a Mandatory Redemption Event.

"**Eligibility Criteria**" means the eligibility criteria prescribed in schedule 7 (*Eligibility Criteria*) of the Debenture Trust Deed.

"**Encumbrance**" means any Security, quasi-security, non-disposal arrangement, any option to purchase, transfer, or dispose any asset or any similar arrangement that affects the ability to freely transfer an asset, power of sale in favour of a third party, retention of title, lock-in, vendor's lien, right of pre-emption, right of first refusal or other third party right or security interest (whether arising under law or by agreement) or an agreement, arrangement or obligation to create any of the foregoing. The terms "**Encumbrances**" and "**Encumbered**" shall be construed accordingly.

"**End Use Certificate**" means, with respect to the Debentures, a certificate signed by its statutory auditor certifying application of proceeds of the Issue in accordance with the Debenture Documents and Applicable Laws.

"**EOD Resolution**" means, in relation to each Series of Debentures:

(a) a resolution passed at a meeting of the Debenture Holders of such Series duly convened and held in accordance with schedule 2 (*Provisions for the Meetings and instructions of the Debenture Holders*) of the Debenture Trust Deed; or

(b) written instructions given,

by the Debenture Holders of such Series representing not less than 10% of the aggregate outstanding Nominal Value of the Debentures (excluding any Group Debentures).

"**Event of Default**" means any event or circumstance specified as such in Annexure XVI (*Events of Default and Remedies*) other than paragraphs 1.24 (*Remedies upon an Event of Default*), 1.25 (*Notification and Expenses*), 1.26 (*Regulatory requirements*) and 1.27 (*Intercreditor Arrangements*) under Annexure XVI.

"**Exchange**" means BSE Limited.

"**Extraordinary Resolution**" means, in relation to each Series of Debentures:

(a) a resolution passed at a Meeting of the Debenture Holders of such Series duly convened and held in accordance with schedule 2 (*Provisions for the Meetings and instructions of the Debenture Holders*) of the Debenture Trust Deed; or

(b) written instructions given,

by the Debenture Holders of such Series representing not less than 75% of the aggregate outstanding Nominal Value of the Debentures (excluding any Group Debentures of such Series).

"**Final Redemption Amount**" means in respect of a Debenture being redeemed on the Final Redemption Date, an amount equal to the aggregate of: (i) the outstanding Nominal Value; (ii) accrued but unpaid Coupon; (iii) accrued but unpaid Default Interest (if any); and (iv) all other amounts due and payable by Company with respect to the

Debenture under the Debenture Documents.

"**Final Redemption Date**" means:

(a) in relation to the Series 1 Debentures, 11 August 2028;

(b) in relation to the Series 2 Debentures, 12 September 2028;

(c) in relation to the Series 3 Debentures, 12 October 2028;

(d) in relation to the Series 4 Debentures, 12 December 2028;

(e) in relation to the Series 5 Debentures, 12 March 2029; and

(f) in relation to the Series 6 Debentures, 12 September 2029.

"**Final Settlement Date**" means in relation to each Series, the date on which the entire Debt in relation to such Series has been unconditionally and irrevocably repaid and discharged to the satisfaction of the Debenture Trustee (as notified by the Debenture Trustee in writing) in accordance with the Debenture Documents.

"**Financial Covenant Event**" means failure of the Company to comply with any Financial Covenant as of a Test Date in accordance with Paragraph 2.13 (*Financial Covenants*) of schedule 4 (*Covenants and Undertakings*) of the Debenture Trust Deed.

"**Financial Covenants**" means the covenants and conditions set out in paragraph 2.13 (*Financial Covenants*) of schedule 4 (*Covenants and Undertakings*) of the Debenture Trust Deed.

"**Financial Half Year**" means a period commencing on the day immediately following one Half Year End Date and ending on (and including) the next Half Year End Date.

"**Financial Indebtedness**" means any indebtedness, without double counting for or in respect of (in each case, if applicable):

(a) monies borrowed or any overdrawn balance against any account at any bank or other financial institution;

(b) any amount raised by acceptance under any acceptance credit, bill acceptance or bill endorsement facility or dematerialised equivalent;

(c) any amount raised pursuant to any note purchase facility or the issue of debentures, notes, loan stock or any similar instrument;

(d) the amount of any liability in respect of any lease or hire purchase contract which would, in accordance with Indian Accounting Standards, be treated as a finance or capital lease;

(e) receivables sold or discounted (other than any receivables to the extent they are sold on a non-recourse basis, but including the outstanding value of pass-through certificates held by persons other than the Company in respect of any receivables sold by the Company in accordance with Applicable Law);

(f) any amount raised under any other transaction (including any forward sale or purchase agreement) having the commercial effect of a borrowing;

(g) any derivative transaction entered into in connection with protection against or benefit from fluctuation in any rate or price including any credit support arrangement in respect thereof (and, when calculating the value of any derivative transaction, only the marked to market value of such transaction (or, if any actual amount is due as a result of the termination or close-out of that derivative transaction, that amount) shall be taken into account);

(h) any counter-indemnity obligation in respect of a guarantee, indemnity, debenture, standby or documentary letter of credit or any other instrument issued by a bank or financial institution;

(i) the acquisition cost of any asset to the extent payable before or after the time of acquisition or possession by the party liable, where the advance or deferred payment is arranged primarily as a method of raising finance or financing the acquisition of that asset or service;

(j) any amount of any liability in respect of any guarantee for any of the items referred to in paragraphs (a) to (i) above;

(k) any put option, guarantee, letter of comfort or similar arrangement, by whatever name called, which gives or may give rise to any financial obligation; and

(l) any other obligation that constitutes "financial debt" within the meaning of Section 5(8) of the IBC.

"**Financial Quarter**" means a period commencing on the day immediately following one Quarter End Date and ending on (and including) the next Quarter End Date.

"**Financial Statements**" means the financial statements supplied to the Debenture Trustee pursuant to paragraph 1.1 (*Financial Statements*) of schedule 4 (*Covenants and Undertakings*) of the Debenture Trust Deed.

"**Financial Year**" means each period of 12 months commencing on 1 April of any calendar year and ending on 31 March of the subsequent calendar year.

"**Fraudulent Practice**" means any action or omission, including any misrepresentation that knowingly or recklessly misleads, or attempts to mislead, a person to obtain a financial benefit or to avoid an obligation.

"**GAAP**" means generally accepted accounting principles, standards and practices applicable in India and includes any successor principles, standards and practices that may be prescribed by the relevant Governmental Authority or otherwise come into force in the relevant jurisdiction from time to time, including but not limited to IND AS, in case of India.

"**General Information Document**" means the disclosure document dated 22 January 2026, in the form specified in schedule I of the SEBI NCS Regulations and filed by the Company with the Exchange in relation to private placement of non-convertible securities and commercial papers by the Company pursuant to the SEBI NCS Regulations.

"**Governmental Authority**" means any:

(a) government (central, state or otherwise) or sovereign state;

(b) any governmental agency, semi-governmental or judicial or quasi-judicial or regulatory or supervisory or administrative entity, department or authority, court or tribunal or any political subdivision thereof; or

(c) international organization, agency or authority,

including, without limitation, any stock exchange or any self-regulatory organisation, established under any Applicable Law.

"**Group Debentures**" means any Debentures:

(a) held by any member of the DMI Group, any member of the Promoter Group, any member of the NIS Group, any shareholder of the Company or any of their respective Affiliates; and/or

(b) in relation to which any member of the DMI Group, any member of the Promoter Group any member of the NIS Group, any shareholder of the Company or any of their respective Affiliates, have entered into Relevant Participation, a sub-participation agreement or other agreement or arrangement having a substantially similar economic effect or effect of granting voting rights.

"**GST Act**" means the Central Goods and Services Tax Act, 2017.

"**Half Year End Date**" means any of 31 March and 30 September in any year, as applicable.

"**Holding Company**" has the meaning given to the term 'holding company' in the Act.

"Hypothecated Assets" means, in relation to each Series of Debentures: (a) the Identified Loans and Receivables as identified by the Company from time to time and notified to the Debenture Trustee, in accordance with the applicable Debenture Documents, including by way of a Portfolio Certificate delivered pursuant to the Deed of Hypothecation for such Series or Supplemental Deed of Hypothecation, if any, executed pursuant to such Deed of Hypothecation, and all benefits, rights, title, interest, claims and demands of the Company in, to or in respect of such Identified Loans and Receivables, both present and future, which as of the date of the Debenture Trust Deed constitute assets more particularly set out in schedule III (*Details of Hypothecated Assets*) of the Deed of Hypothecation for such Series; (b) all benefits, rights, title, interest, claims and demands of the Company in, to and under the Identified Loan Documents; and (c) other assets over which security may be provided by the Company in accordance with the terms of the Debenture Trust Deed and other Debenture Documents.

"**Hypothecation Power of Attorney**" means each irrevocable power of attorney to be executed by the Company in favour of the Debenture Trustee pursuant to a Deed of Hypothecation executed for the relevant Series.

"**IBC**" means the Insolvency and Bankruptcy Code, 2016 and the rules, regulations, guidelines and circulars issued thereunder.

"**Identified Loan Documents**" means the Loan Documents in relation to the Identified Loans and Receivables.

"**Identified Loans**" means the Loans which meet the Eligibility Criteria.

"**Identified Loans and Receivables**" means the Identified Loans and all amounts due together with all other book debts, outstanding monies, receivables, claims, bills, whatsoever stipulated in or payable by or on behalf of the Borrower(s) to the Company under the Identified Loans.

"**IND AS**" means the Indian Accounting Standards as prescribed under section 133 of the Act read with rule 3 of the Companies (Indian Accounting Standards) Rules, 2015 and Companies (Indian Accounting Standards) Amendment Rules, 2016, each as further amended from time to time.

"**Indemnified Party**" has the meaning given to it in clause 26.1 (*Indemnity*) of the Debenture Trust Deed.

"**Indirect Tax**" means any goods and services tax, consumption tax, value added tax or any tax of a similar nature.

"**Information Utility**" means the National E-Governance Services Limited or any other entity registered as an information utility under the Insolvency and Bankruptcy Board of India (Information Utilities) Regulations, 2017.

"**Initial Contribution**" has the meaning given to it in sub-clause (a) of clause 2.2 (*Settlement of Trust*) of the Debenture Trust Deed.

"**Initial Coupon Payment Date**" means:

(a) in relation to the Series 1 Debentures, 11 August 2027;

(b) in relation to the Series 2 Debentures, 12 September 2027;

(c) in relation to the Series 3 Debentures, 12 October 2026;

(d) in relation to the Series 4 Debentures, 12 December 2026;

(e) in relation to the Series 5 Debentures, 12 March 2027; and

(f) in relation to the Series 6 Debentures, 12 September 2027.

"**INR**" means the lawful currency of India.

"**Insolvency Liquidation Rules**" means the (Indian) Insolvency and Bankruptcy (Insolvency and Liquidation Proceedings of Financial Service Providers and Application to Adjudicating Authority) Rules 2019, as amended, modified, replaced or substituted and re-enacted from time to time.

"**Issue**" means, the issue of the Debentures in accordance with the terms of the Debenture Trust Deed and the Disclosure Documents.

"**Issue Proceeds Account**" means the INR denominated current bank account in the name of the Company, opened/ to be opened with the Account Bank (or any other account being a renewal, redesignation or replacement of that account as the Account Bank may from time to time specify by notice in writing to the Debenture Trustee).

"**Key Information Document**" means the disclosure document in respect of the Debentures dated on or about the date of the Debenture Trust Deed, prepared in accordance with Regulation 50A of the SEBI NCS Regulations and filed by the Company with the Exchange, for offering the Debentures, by way of private placement to the Debenture Holders, and which shall be supplemental to the General Information Document.

"**Key Managerial Personnel**" has the meaning given to it in the Act.

"**Listing Agreement**" means the agreement to be entered into between the Company and the Exchange for the purpose of listing the Debentures on the Exchange.

"**Loan**" means a loan denominated in Indian Rupees and advanced by the Company, in compliance with all Applicable Laws, to the Borrower(s).

"**Loan Agreement**" means an agreement (together with any amendment or supplemental agreement thereto) entered into between the Company and a Borrower in relation to a Loan, as amended, modified or altered from time to time and "**Loan Agreements**" shall mean all such agreements collectively.

"**Loan Documents**" means: (i) the Loan Agreements; and (ii) all agreements, instruments, undertakings, indentures, deeds and writings and other documents (whether for advance of a Loan or creation of any Encumbrance or taking of any collateral whatsoever in respect thereof) executed or entered into by the relevant Borrowers or any other person and the Company in relation, or pertaining to the transaction contemplated by, or under, the Loan Agreements, as amended, modified and altered from time to time.

"**LODR Regulations**" means the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015, as amended.

"**Management Covenant Event**" means failure of the Company to comply with any Management Covenant in accordance with Paragraph 2.18 (*Management Covenants*) of schedule 4 (*Covenants and Undertakings*) of the Debenture Trust Deed.

"**Management Covenants**" means the covenants and conditions set out in Paragraph 2.18 (*Management Covenants*) of schedule 4 (*Covenants and Undertakings*) of the Debenture Trust Deed.

"**Majority Resolution**" means, in relation to each Series of Debentures:

(a) a resolution passed at a Meeting of the Debenture Holders of such Series duly convened and held in accordance with schedule 2 (*Provisions for the Meetings and instructions of the Debenture Holders*) of the Debenture Trust Deed; or

(b) written instructions given,

by the Debenture Holders of such Series representing not less than 51% of the aggregate outstanding Nominal Value of the Debentures (excluding any Group Debentures).

"**Mandatory Redemption Amount**" means, in respect of a Debenture being redeemed pursuant to the occurrence of a Mandatory Redemption Event, an amount equal to the sum of (i) Nominal Value of the Debentures outstanding, (ii) accrued but unpaid Coupon, (iii) accrued but unpaid Default Interest (if any), and (iv) any other costs, expenses and indemnified amounts payable by the Company in respect of the Debenture or otherwise under the Debenture Documents.

"**Mandatory Redemption Date**" means any date prior to the Final Redemption Date on which the Debentures are required to be redeemed in accordance with the Debenture Trust Deed pursuant to the occurrence of any Mandatory Redemption Event.

"**Mandatory Redemption Event**" means the occurrence of any of the following events as determined by the Debenture Trustee (acting in accordance with the instructions of any Debenture Holder):

(a) a Rating Covenant Event;

(b) a Management Covenant Event; or

(c) a Financial Covenant Event.

"**Material Adverse Effect**" means:

(a) the effect or consequence of an event, circumstance, occurrence or condition which has caused, as on the date of determination, or could reasonably be expected to cause a material and adverse effect on:

(i) the financial condition, business or operation of the Company which is prejudicial to the ability of the Company to perform its obligations under the Debenture Documents;

(ii) the rights or remedies of the Debenture Holders hereunder or under any other Debenture Document;

(iii) the ability of the Company to perform its obligations under the Debenture Documents;

(iv) the legality, validity or enforceability of any of the Debenture Documents; or

(b) any action initiated or taken by SEBI, the Central Bureau of Investigation (CBI), the Enforcement Directorate (ED), the Serious Fraud Investigation Office (SFIO) or any other Governmental Authority which has a material impact on the financial condition of the Company.

"**Meeting of the Debenture Holders**" means a meeting of the Debenture Holders, duly called, convened and held in accordance with the provisions set out in schedule 2 (*Provisions for the Meetings and instructions of the Debenture Holders*) of the Debenture Trust Deed.

"**Month**" means a period starting on one day in a calendar month and ending on the numerically corresponding day in the next calendar month, except that if there is no numerically corresponding day in the calendar month in which that period is to end, that period shall end on the last Business Day in that calendar month.

“**Month End Date**” means the last day of each Month.

“**NBFC Regulations**” means the Reserve Bank of India Act, 1934, Reserve Bank of India (Non-Banking Financial Companies – Registration, Exemptions and Framework for Scale Based Regulation) Directions, 2025, the Reserve Bank of India (Non-Banking Financial Companies – Governance) Directions, 2025, the Reserve Bank of India (Non-Banking Financial Companies - Income Recognition, Asset Classification and Provisioning) Directions, 2025, the Reserve Bank of India (Non-Banking Financial Companies – Prudential Norms on Capital Adequacy) Directions, 2025 and all other conditions, directions, regulations, circulars, guidelines and notifications applicable to non-banking financial companies.

“**Nominal Value**” means INR 1,00,000 being the nominal value of each Debenture.

“**Nominee Director**” has the meaning given to it in clause 11.4 (*Nominee Director*) of the Debenture Trust Deed.

“**NSDL**” means the National Securities Depository Limited.

“**Obstructive Practice**” means (i) deliberately destroying, falsifying, altering or concealing evidence material to the investigation or the making of false statements, in order to materially impede a government, a Secured Party or third party investigation into allegations of a Coercive Practice, Collusive Practice, Corrupt Practice, Fraudulent Practice and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or (ii) acts intended to materially impede the exercise of a government’s, a Secured Party’s or third party’s access to contractually required information in connection with an investigation into allegations of a Coercive Practice, Collusive Practice, Corrupt Practice or Fraudulent Practice.

“**Parent**” means DMI Limited, a company incorporated under the laws of Mauritius, having its registered office at 4th Floor, Ebene Skies, Rue de L’Institut, Ebene, Mauritius.

“**Pay In Date**” means in relation to each Series of Debentures, the date set out in the Key Information Document as the ‘Pay In Date’, being the date on which each applicant making an application for allotment of the Debentures, pursuant to the Debenture Trust Deed and the Key Information Document, is required to make payment to the Company for the Debentures to be allotted to it.

“**Permitted Indebtedness**” has the meaning given to the terms in paragraph 2.7(a) of schedule 4 (*Covenants and Undertakings – Financial Indebtedness*) of the Debenture Trust Deed.

"**Permitted Business and Investment**" means any of the following undertaken by the Company:

(i) any new business (other than any operating lease business) or material diversification of existing business outside financial services;

(ii) any inter-corporate loan, inter-corporate deposit, or debt investment to or in any Subsidiary or joint venture of the Company;

(iii) any equity investment in any Subsidiary or joint venture of the Company; and

(iv) any operating lease business,

provided that the aggregate amount incurred by the Company in any Financial Year under paragraphs (i), (ii) and (iii) above, cumulatively, does not exceed 10% (ten percent) of the Net Worth of the Company.

"**Permitted Parties**" has the meaning given to it in clause 25.1(a) (*Disclosure of Confidential Information*) of the Debenture Trust Deed.

"**Portfolio Certificate**" means a portfolio certificate delivered by the Company to the Debenture Trustee from time to time, in relation to the Hypothecated Assets for a Series of Debentures pursuant to the terms of the applicable Debenture Documents.

"**Proceeds**" has the meaning given to it in clause 11.2 (*Power to Hold Money on Trust*) of the Debenture Trust Deed.

"Promoter Group" has the meaning given to the term "promoter group" under the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended.

"**Quarter End Date**" means any of 31 March, 30 June, 30 September and 31 December in any year, as applicable.

"**Rating Agency**" means ICRA Limited or any credit rating agency registered with the SEBI and acceptable to the Debenture Trustee.

"**Rating Covenant Event**" means failure of the Company to comply with any Rating Covenant in accordance with paragraph 2.14 (*Rating Covenants*) of schedule 4 (*Covenants and Undertakings*) of the Debenture Trust Deed.

"**Rating Covenants**" means the covenants and conditions set out in paragraph 2.14 (*Rating Covenants*) of schedule 4 (*Covenants and Undertakings*) of the Debenture Trust Deed.

"**Rating Downgrade Event**" means the downgrade in the credit rating of the Debentures or the Company to AA- or below.

"**Rating Upgrade Event**" means, subsequent to any Rating Downgrade Event, the upgrade of the credit rating of the Debentures or the Company.

"**RBI**" means the Reserve Bank of India.

"**Receiver**" shall have the meaning given to the term in clause 11.5 (*Power of Debenture Trustee to Appoint Receiver*) of the Debenture Trust Deed.

"**Record Date**", in respect of a Debenture, means the day falling 15 (fifteen) days before any Coupon Payment Date or Redemption Date.

"**Redemption Amount**" means, in respect of a Debenture:

(a) on an Early Redemption Date, the relevant Early Redemption Amount;

(b) on a Mandatory Redemption Date, the Mandatory Redemption Amount; and

(c) on the Final Redemption Date, the Final Redemption Amount.

"**Redemption Date**" means an Early Redemption Date, a Mandatory Redemption Date or the Final Redemption Date, as the case may be.

"**Register of Beneficial Owners**" means the register of beneficial owners of the Debentures maintained in the records of the Depository.

"**Relative**" has the meaning assigned to it under the Act.

"**Relevant Laws**" has the meaning given to it in clause 9.2(b)(iii)(A)(III) (*General Undertakings*) of the Debenture Trust Deed.

"**Relevant Participation**" means a participation, sub-participation, any credit derivative (including credit default swap or credit linked note), total return swap or other swap arrangement or arrangement having an economic effect substantially similar effect entered or to be entered into by a Debenture Holder pursuant to which that Debenture Holder transfers or otherwise disposes of rights, obligations and/or economic interest in respect of its Debentures or by which such rights, obligations and/or economic interest are capable of being transferred.

"**Response Period**" has the meaning given to it in Paragraph 8(c)(iii) (*Voluntary Redemption / Buy-back*) of Schedule 1 (*Terms and Conditions*) of the Debenture Trust Deed.

"**Required Security Cover**" has the meaning given to it in clause 6.2(b) (*Security Cover*) of the Debenture Trust Deed.

"**Restricted Group**" means, collectively, the Company and its Subsidiaries.

"**Sanctionable Practice**" means any Coercive Practice, Collusive Practice, Corrupt Practice, Fraudulent Practice or Obstructive Practice.

"**Sanctioning Body**" means any of the United Nations Security Council, the European Union, the United Kingdom (including His Majesty's Treasury) and the United States of America (including the Office of Foreign Assets Control of the United States Department of Treasury).

"**Sanctions**" means the economic sanctions laws, regulations, embargoes or restrictive measures administered, enacted or enforced by any Sanctioning Body.

"**Sanctions List**" means the 'Specially Designated Nationals and Blocked Persons' list maintained by the Office of Foreign Assets Control of the United States Department of Treasury, the Consolidated List of Financial Sanctions Targets maintained by His Majesty's Treasury and any similar list maintained by any Sanctioning Body.

"**SEBI**" means the Securities and Exchange Board of India.

"**SEBI Debenture Trustee Circular**" means the 'Master Circular for Debenture Trustees' dated 13 August 2025 issued by SEBI, as amended, modified, supplemented or substituted from time to time.

"**SEBI NCS Regulations**" means the SEBI (Issue and Listing of Non-Convertible Securities) Regulations, 2021, as amended from time to time.

"**SEBI Operational Circular**" means the 'Master Circular for issue and listing of Non-convertible Securities, Securitised Debt Instruments, Security Receipts, Municipal Debt Securities and Commercial Paper' dated 15 October 2025, as amended from time to time, issued by SEBI.

"**Secured Parties**" means the Debenture Holders and the Debenture Trustee, and "**Secured Party**" means any of them.

"**Security**" means a mortgage, charge, hypothecation, pledge, lien or other security interest securing any obligation of any person.

"**Security Cover**" means in relation to each Series of Debentures, the value as per the following formula expressed as a ratio:

SC = [RV/OL]

where:

"**SC**" is the Security Cover;

"**RV**" is the aggregate value (and for the purpose of calculating such value, only the principal amount of such portfolio of Identified Loans and Receivables shall be taken into account) of the Identified Loans in respect of such Series of Debentures and other Hypothecated Assets in respect of such Series of Debentures; it is clarified that any Identified Loans and Receivables which do not meet the Eligibility Criteria on the Security Testing Date shall not be considered for the calculation of the Security Cover and the security over such Identified Loans and Receivables shall continue to subsist until such Identified Loans and Receivables are replaced by the Company with other additional Identified Loans and Receivables in accordance with Clause 6.2 (Security Cover) of the Debenture Trust Deed or Top-up Security in accordance with Clause 6.3 (Top-up Security and Supplemental Deed of Hypothecation) of the Debenture Trust Deed;

"**OL**" is the aggregate outstanding principal amount in relation to such Series of Debentures.

"**Security Cover Event**" means in relation to a Series of Debentures, failure by the Company to maintain the Required Security Cover for such Series of Debentures, in accordance with the terms of the Debenture Trust Deed.

"**Security Testing Date**" means each Month End Date with the first Security Testing Date for each Series of Debentures being 30 September 2026.

"**Series**" means each series of Debentures (being Series 1 Debentures, Series 2 Debentures, Series 3 Debentures, Series 4 Debentures, Series 5 Debentures and Series 6 Debentures) issued pursuant to the Debenture Trust Deed and the Key Information Document.

"**Series 1 Debentures**" means up to 30,000 senior, secured, listed, rated, transferable and redeemable non-convertible debentures with nominal value of INR 1,00,000 each, aggregating to not more than INR 300,00,00,000, to be issued by the Company, on a private placement basis, in dematerialised form and to be listed on the Exchange pursuant to the Debenture Trust Deed and in terms of the Debenture Trust Deed and the other Debenture Documents.

"**Series 2 Debentures**" means up to 30,000 senior, secured, listed, rated, transferable and redeemable non-convertible debentures with nominal value of INR 1,00,000 each, aggregating to not more than INR 300,00,00,000, to be issued by the Company, on a private placement basis, in dematerialised form and to be listed on the Exchange pursuant to the Debenture Trust Deed and in terms of the Debenture Trust Deed and the other Debenture Documents.

"**Series 3 Debentures**" means up to 26,500 senior, secured, listed, rated, transferable and redeemable non-convertible debentures with nominal value of INR 1,00,000 each, aggregating to not more than INR 265,00,00,000, to be issued by the Company, on a private placement basis, in dematerialised form and to be listed on the Exchange pursuant to the Debenture Trust Deed and in terms of the Debenture Trust Deed and the other Debenture Documents.

"**Series 4 Debentures**" means up to 30,000 senior, secured, listed, rated, transferable and redeemable non-convertible debentures with nominal value of INR 1,00,000 each, aggregating to not more than INR 300,00,00,000, to be issued by the Company, on a private placement basis, in dematerialised form and to be listed on the Exchange pursuant to the Debenture Trust Deed and in terms of the Debenture Trust Deed and the other Debenture Documents.

"**Series 5 Debentures**" means up to 35,000 senior, secured, listed, rated, transferable and redeemable non-convertible debentures with nominal value of INR 1,00,000 each, aggregating to not more than INR 350,00,00,000, to be issued by the Company, on a private placement basis, in dematerialised form and to be listed on the Exchange pursuant to the Debenture Trust Deed and in terms of the Debenture Trust Deed and the other Debenture Documents.

"**Series 6 Debentures**" means up to 30,000 senior, secured, listed, rated, transferable and redeemable non-convertible debentures with nominal value of INR 1,00,000 each, aggregating to not more than INR 300,00,00,000, to be issued by the Company, on a private placement basis, in dematerialised form and to be listed on the Exchange pursuant to the Debenture Trust Deed and in terms of the Debenture Trust Deed and the other Debenture Documents.

"**State GST Act**" means in respect of any state, the respective State Goods and Services Tax Act applicable to that state.

"**Stressed Assets Framework**" means the Reserve Bank of India (Commercial Banks – Resolution of Stressed Assets) Directions, 2025, Reserve Bank of India (Non-Banking Financial Companies – Resolution of Stressed Assets) Directions, 2025 and such similar framework of the RBI, as amended, modified, clarified, supplemented or replaced from time to time by any rules, regulations, notifications, circulars, press releases or orders by the RBI or any other Governmental Authority in this regard.

"**Subsidiary**" has the meaning given to the term 'subsidiary' in the Act.

"**Successor Debenture Trustee**" has the meaning given to it in clause 13.1(b) (*Retirement*) of the Debenture Trust Deed.

"**Supplemental Deed of Hypothecation**" means each supplemental deed of hypothecation executed in relation to a Series of Debentures between the Company and the Debenture Trustee in accordance with the applicable Deed of Hypothecation and other Debenture Documents.

"**Tax**" means all forms of present and future taxes (including but not limited to indirect taxes such as service tax, goods and services tax, value added tax or other similar taxes), deductions, withholdings, duties, imposts, levies, cesses, fees, charges, social security contributions and rates imposed, levied, collected, withheld or assessed by any Governmental Authority or other taxing authority in India or elsewhere and any interest, additional taxation penalty, surcharge, cess or fine in connection therewith, and "**Taxes**" shall be construed accordingly.

"**Tax Act**" means the Income-tax Act, 1961 or the Income Tax Act, 2025 (whichever is applicable), as amended from time to time.

"**Tax Deduction**" means a deduction or withholding for or on account of Tax from a payment under the Debenture Documents.

"**Terms and Conditions**" means the terms and conditions on which the Debentures are to be issued, as set out in schedule 1 (*Terms and Conditions*) of the Debenture Trust Deed and as may, from time to time, be modified in accordance with the Debenture Trust Deed.

"**Voluntary Redemption Date**" has the meaning given to it in Paragraph 8(c)(ii)B (*Voluntary Redemption / Buy-back*) of Schedule 1 (*Terms and Conditions*) of the Debenture Trust Deed.

ANNEXURE XVI: EVENTS OF DEFAULT AND REMEDIES

Each of the events or circumstances set out in this Annexure XVI (*Events of Default and Remedies*) (other than paragraphs 1.24 (*Remedies upon an Event of Default*), 1.25 (*Notification and Expenses*), 1.26 (*Regulatory requirements*) and 1.27 (*Intercreditor Arrangements*)) is an Event of Default.

1.1 Non-Payment

The Company does not pay on the Due Date any amount payable to a Secured Party pursuant to any Debenture Document to which it is a party at the place and in the currency in which it is expressed to be payable including but not limited to any failure by the Company to redeem the Debentures in accordance with Paragraph 8(b) (*Mandatory Redemption*) of schedule 1 (*Terms and Conditions*) of the Debenture Trust Deed.

1.2 Breach of Other Obligations

The Company does not comply with any of its obligations under any Debenture Document to which it is a party (other than non-compliance with such obligations in respect of which a specific Event of Default has been expressly prescribed in this Annexure XVI (*Events of Default and Remedies*)) and such breach or non-compliance is not remedied within 15 (fifteen) days from the date of occurrence.

1.3 Security Cover Event

Occurrence of a Security Cover Event which is not remedied in accordance with clause 6.3 (*Top-up Security and Supplemental Deed of Hypothecation*) of the Debenture Trust Deed.

1.4 Material Adverse Event

(a) A Material Adverse Effect occurs.

(b) No Event of Default will occur under this paragraph 1.4 (*Material Adverse Event*) if such action is remedied within 15 (fifteen) days from the date of such event.

1.5 Cross Default

The occurrence of any of the following events:

(a) any Financial Indebtedness of any member of the Restricted Group is not paid when due or within any originally applicable grace period;

(b) any Financial Indebtedness or commitment for any Financial Indebtedness of any member of the Restricted Group is recalled, accelerated, cancelled or suspended by a creditor/lender as a result of an event of default (however described); or

(c) any Encumbrance over any asset of any member of the Restricted Group becomes enforceable; provided that no Event of Default shall occur under this paragraph 1.5(c) in relation to any fixed deposit being liquidated in relation to invocation under any first loss default guarantee arrangement provided by the Company pursuant to its co lending business conducted in accordance with the RBI Guidelines.

For the avoidance of doubt, it is clarified that any reference to "Financial Indebtedness" under this paragraph 1.5 (*Cross Default*) shall include each Series of Debentures issued pursuant to the Debenture Trust Deed.

1.6 Specified Cross Default

Any creditor / lender of any member of the Restricted Group becomes entitled to declare any Financial Indebtedness of any member of the Restricted Group due and payable prior to its specified maturity as a result of any breach of the terms of the agreements entered into in respect of such Financial Indebtedness; provided that no Event of Default shall occur under this paragraph 1.6 (*Specified Cross Default*) in relation to a breach of terms of a Financial Indebtedness extended by the Company to any of its Subsidiaries, or by a Subsidiary of the Company to another Subsidiary of the Company where the creditor of such Financial Indebtedness has waived the breach within 15 (fifteen) days from the date of occurrence of such breach.

For the avoidance of doubt, it is clarified that any reference to "Financial Indebtedness" under this paragraph 1.6 (*Specified Cross Default*) shall include each Series of Debentures issued pursuant to the Debenture Trust Deed.

1.7 Misrepresentation

Any material representation, warranty, covenant, undertaking or certification, confirmation, information made or repeated by the Company under or pursuant to the Debenture Documents, including but not limited to any representation or statement with respect to the Hypothecated Assets or any certificate or statement delivered by the Company and pursuant hereto, is found to have been incorrect or misleading or untrue when made or deemed to have been made.

1.8 Repudiation and Rescission of Agreements

The Company rescinds or purports to rescind, repudiates or purports to repudiate, or evidences an intention to rescind or repudiate, any Debenture Document.

1.9 Termination of any Debenture Document

Any Debenture Document ceases to be in full force and effect or is terminated prior to the Final Settlement Date, other than in accordance with the terms of the Debenture Documents.

1.10 Insolvency

Any member of the Restricted Group is unable to, or deemed by Applicable Law to be unable to, or admits its inability to, pay its debts (or any class of them) as they fall due or suspends making payments on any of its debts or, by reason of actual or anticipated financial difficulties, commences negotiations with one or more of its creditors with a view to rescheduling any of its indebtedness in accordance with Applicable Law.

1.11 Insolvency Proceedings

Any corporate action, legal proceedings or other procedure or step is taken in relation to:

(a) the suspension of payments, a moratorium of any indebtedness, winding-up, dissolution, bankruptcy, insolvency (whether voluntary or otherwise), administration, provisional supervision, reorganisation or other similar proceedings (by voluntary arrangement, scheme of arrangement or otherwise) of any member of the Restricted Group;

(b) a petition for the reorganisation, arrangement, adjustment, winding-up, composition or arrangement of debts of any member of the Restricted Group is filed (whether voluntary or otherwise) or has been admitted, or a slump sale with any creditor or an assignment for the benefit of creditors generally of any member of the Restricted Group; provided that no Event of Default shall occur under this paragraph 1.11(b) in relation to (i) a member of the Restricted Group which is not a regulated by the RBI; (ii) which has not filed such petition on a voluntary basis; and (iii) where such petition is, to the satisfaction of the Debenture Trustee, stayed, quashed or dismissed within 30 days of being filed.

(c) the appointment of a liquidator, Receiver, administrative receiver, administrator, compulsory manager, provisional supervisor, resolution professional, interim resolution professional or other similar officer in respect of any member of the Restricted Group, or any of their respective assets, property or revenue;

(d) any application has been filed in relation to the initiation of an insolvency resolution process under the IBC or any other analogous law or regulation in respect of any member of the Restricted Group by any financial creditor or operational creditor (as defined under the IBC); provided that no Event of Default shall occur under this paragraph 1.6(d) if any such application has been filed by an operational creditor (as defined under the IBC) and is, to the satisfaction of the Debenture Trustee, withdrawn, dismissed or rejected within 30 (thirty) days from the date of its filing;

(e) any action, proceedings or other procedure or step is taken, or any declaration is made, by any appropriate regulator (as notified under the Insolvency Liquidation Rules), including the RBI, for taking over the management of any member of the Restricted Group and/or initiating proceedings against any member of the Restricted Group under the IBC or any other analogous law;

(f) a demand notice under the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 or any other analogous Applicable Law is issued to any member of the Restricted Group;

(g) preparation of a resolution plan for any member of the Restricted Group pursuant to any stressed assets framework issued by the RBI or any other Governmental Authority;

(h) corporate debt restructuring proceedings are filed in respect of any member of the Restricted Group; or

(i) any analogous procedure or step in relation to the above is taken in any jurisdiction.

1.12 Cessation of Business

The Company:

(a) ceases to carry on the lending business or operate as a non-banking financial company without the prior consent of the Debenture Trustee (acting on the instructions of the Debenture Holders of each Series by way of a Majority Resolution);

(b) threatens or gives notice of its intention to suspend, cease or dispose of all or a material part of its business; or

(c) undertakes any material change in the general nature of the business carried on by the Company from that carried on as at the date of the Debenture Trust Deed (other than as permitted under the Debenture Trust Deed), without the prior written consent of the Debenture Trustee (acting on the instructions of the Debenture Holders of each Series by way of a Majority Resolution).

1.13 Wilful Defaulter

If the Company or any of its directors, Key Managerial Personnel or promoters, are included in any list of wilful defaulters issued by the RBI or any bank or financial institution, or in any caution list issued by the Export Credit Guarantee Corporation of India, as amended or updated from time to time, provided that no Event of Default shall occur under this paragraph 1.13 (*Wilful Defaulter*) with respect to a Key Managerial Personnel if the relevant Key Managerial Personnel is replaced by the Company within 15 (fifteen) days from the date of inclusion of such Key Managerial Personnel in such list.

1.14 Unlawfulness, Invalidity

It is or becomes unlawful for the Company to perform any of its material obligations under any Debenture Document to which they are a party or if any of the Debenture Documents to which the Company is a party becomes ineffective against the Company, as applicable.

1.15 Security

In relation to a Series of Debentures:

(a) The Security over the Hypothecated Assets is not created and perfected, within the timelines specified under clause 6 (*Security*) of the Debenture Trust Deed.

(b) If, in the opinion of the Debenture Trustee, the Security created in favour of the Debenture Trustee: (i) is in jeopardy; (ii) ceases to provide the benefits that it is supposed to provide; (iii) is let out, given on leave and license, sold, disposed off, charged, Encumbered or otherwise alienated in any manner whatsoever other than as permitted under the Debenture Trust Deed; (iv) deteriorates or is impaired or there is any decline or depreciation in the value or market price thereof (whether actual or reasonably anticipated), which causes the Security to become unsatisfactory as to character or value, and which is not remedied in accordance with clause 6.3 (*Top-up Security and Supplemental Deed of Hypothecation*) of the Debenture Trust Deed; (v) is affected by any act of the Company which may also result in any adverse effect in its value; (vi) destroyed beyond repair for any reason whatsoever or used for any illegal or unlawful purposes or attached or seized or become a part of any other legal proceeding; or (vii) becomes unenforceable or infructuous or is challenged by any person.

1.16 Delisting of Debentures

In relation to a Series:

(a) Any Debentures such Series ceasing to or (as at a stipulated date) will cease to be listed, traded or publicly quoted on the Exchange for any reason.

(b) No Event of Default will occur under this paragraph 1.16 (*Delisting of Debentures*) if: (i) such delisting of Debentures has occurred due to any administrative or technical error on part of the Exchange; and (ii) such suspension is remedied within 7 Business Days from the date of such delisting.

1.17 Litigation

Any litigation, arbitration, investigative, regulatory, governmental or administrative proceeding (other than an insolvency or bankruptcy or winding up proceeding) is initiated or is current or pending:

(a) which restrains the Company's entry into, the exercise of the Company's rights under, or compliance by the Company or its ability to comply with their obligations under, the Debenture Documents; or

(b) with respect to the Hypothecated Assets.

1.18 Judgments, Creditors' Process

(a) Any distress, sequestration, execution, attachment or other process being enforced or levied against (and any order relating thereto) the whole or any part of:

(i) any of the Hypothecated Assets; or

(ii) any of the assets of the Company which may result in a Material Adverse Effect.

(b) Any judgment, decree or order having a Material Adverse Effect, is passed against the Company.

(c) The Company fails to pay amounts due under any judgement, decree or order passed against the Company within the timelines specified in such judgement, decree or order.

Provided that no Event of Default shall occur pursuant to sub-clauses (a), (b) and (c) above, if the said judgment, decree, order or process referred to under this paragraph 1.18 (*Judgments, Creditors' Process*) is not stayed, withdrawn, dismissed or appealed within the time provided by Applicable Law or within a period of 30 (thirty) days from the date on which any such judgement, decree or order is passed, whichever is earlier.

1.19 Expropriation

(a) Any Governmental Authority or other authority (whether de jure or de facto) takes a step with a view to the nationalisation, compulsory acquisition, expropriation, requisition or seizure of all or any substantial part of the business or assets or any rights of the Company or of its share capital, or takes any action for the dissolution of the Company or any action that would prevent the Company or its officers from carrying on all or a substantial part of its business or operations.

(b) All or a material part of the undertaking, assets, rights or revenues of the Company are condemned, seized, nationalised, expropriated or compulsorily acquired, or shall have assumed custody or control of the business or operations of the Company, or shall have taken any action for the dissolution of the Company, or any action that would prevent the Company, its members, or its officers from carrying on their business or operations or a substantial part thereof, by or under the authority of any Governmental Authority.

1.20 Moratorium

A moratorium, suspension or other protection from its creditors is declared or imposed in respect of any Financial Indebtedness of the Company.

1.21 Fraud

(a) Any promoters, directors or Key Managerial Personnel of the Company commit any act of fraud, embezzlement, misstatement, misappropriation or siphoning off of funds or revenue or any other act having a similar effect; or

(b) The Company commits any fraud, the aggregate value of which exceeds 5% (five per cent) of the Net Worth of the Company.

1.22 Failure to maintain Debentures in dematerialised form

The Company fails to maintain the Debentures in dematerialised form at any time after the Deemed Date of Allotment, or the Company takes any action to re-materialise the Debentures.

1.23 Liabilities exceeding assets

If it is certified by an accountant or a firm of accountants appointed by the Debenture Trustee that the liabilities of the Company exceed its assets.

1.24 Remedies upon an Event of Default

(a) Upon the occurrence of an Event of Default in relation to a Series, the Debenture Trustee shall: (i) with respect to the Event of Default under paragraph 1.1 (*Non Payment*), if so directed by any Debenture Holder of that Series; (ii) with respect to the Events of Default under paragraphs 1.3 (*Security Cover Event*), 1.5 (*Cross Default*), 1.10 (*Insolvency*), 1.11 (*Insolvency Proceedings*) and/or 1.13 (*Wilful Defaulter*) this Annexure XVI , if so directed by the Debenture Holders of that Series by an EOD Resolution; and (iii) with respect to any other Event of Default not covered in paragraphs (i) and (ii) above, if so directed by the Debenture Holders of that Series by a Majority Resolution, shall declare by notice in writing to the Company, that:

(i) the Debt of that Series shall be due and payable immediately in accordance with the applicable Debenture Documents, upon which the Debt of that Series shall become so due and payable;

(ii) the Security created for that Series has become enforceable, upon which such Security shall become so enforceable and, among other things, the Debenture Holders of that Series shall have the right to transfer the Hypothecated Assets in relation to that Series by way of assignment or sale;

(iii) the Debenture Trustee is entitled to appoint a Nominee Director in accordance with clause 11.4 (*Nominee Director*) of the Debenture Trust Deed;

(iv) the Debenture Trustee is entitled to appoint any independent agency, consultant, professional adviser or other person to inspect and examine the operations and working of the Company and submit a report to the Debenture Trustee and/or the Debenture Holders, and the Company shall provide full cooperation and all necessary assistance in connection with such inspection or examination and shall bear all costs and expenses in relation thereto, including professional fees, travelling expenses and other related costs; and/or

(v) exercise such other rights and remedies as may be available to the Debenture Trustee under the Debenture Documents and Applicable Law (including without limitation, initiation of any insolvency, liquidation, resolution or other process under Applicable Law).

(b) If the Company does not redeem the Debentures of a Series on an applicable Redemption Date by paying the relevant Redemption Amount: (i) the Security created for that Series shall become immediately enforceable and the Debenture Trustee shall (if instructed by the Debenture Holders of that Series by a Majority Resolution), enforce any Security created for that Series in accordance with the terms thereof; and (ii) the Debenture Trustee may appoint a Nominee Director in accordance with clause 11.4 (*Nominee Director*) of the Debenture Trust Deed and/or exercise such other rights and remedies, as may be available to the Debenture Trustee under Applicable Law, as the Debenture Trustee may deem fit.

(c) Upon the occurrence and during the continuance of an Event of Default, the Company shall not, without the prior written consent of the Debenture Trustee: (i) declare or pay any dividend or make any other distribution to the holders of any equity shares or any other securities compulsorily convertible into equity shares of the

Company in respect of such securities; or (ii) amend or modify any provision of its constitutional documents in a manner that is prejudicial to the interests of the Debenture Holders.

1.25 Notification and Expenses

(a) If any Default or Event of Default has occurred, the Company shall forthwith give notice thereof to the Debenture Trustee and the Debenture Holders in writing specifying the nature of such Event of Default or Default (and the steps, if any, being taken to remedy it).

(b) The Company shall, within 2 (two) Business Days of demand, pay to the Debenture Trustee the amount of all costs and expenses (including legal fees) incurred by the Debenture Trustee or any Debenture Holder in connection with the enforcement of, or the preservation of any rights under, the Debenture or any Debenture Document.

1.26 Regulatory requirements

(a) The Parties agree to comply with the requirements under the SEBI Operational Circular with respect to defaulted debt securities.

(b) The Company hereby agrees and undertakes to pre-authorise the Debenture Trustee to take steps to seek and obtain information in relation to redemption and coupon payments for the Debentures from the Account Bank directly or through any other agency. In the event there is any change in any details of the aforesaid bank account, the Company shall inform the Debenture Trustee of the same within the timelines stipulated under the SEBI Operational Circular.

(c) The Company hereby acknowledges and agrees that it shall provide information to the Exchange, the Depository and the Debenture Trustee, in relation to the status of redemption payment of the Debentures within 1 (one) working day from the date of actual payment of the relevant Redemption Amount or the Redemption Date, whichever falls earlier.

(d) The Company agrees and undertakes that it shall inform the Debenture Trustee, the Exchange and the Depository, about the updated status of redemption payment of the Debentures within the timelines stipulated in the SEBI Operational Circular in each Financial Year until redemption of the Debentures.

(e) The Company shall inform the Exchange and the Depository about any development or events, including any restructuring of the Debentures, insolvency proceedings, litigations, etc. that could potentially have an impact on the redemption payments in relation to the Debentures or trigger payment defaults in respect of the Debentures, within the timelines stipulated in the SEBI Operational Circular. Further, in the case of any third-party litigation having the potential to impact the status of repayment of the Debentures, the Company shall provide all the necessary information related to such third party litigation, to the Debenture Trustee forthwith.

1.27 Intercreditor Arrangements

The entry into by the Debenture Trustee or any Debenture Holder of any intercreditor arrangement referred to in the SEBI Debenture Trustee Circular in relation to the standardisation of procedure to be followed by debenture trustees in case of default by issuers of listed debt securities, or any other intercreditor or inter-lender arrangements in connection with the Debentures shall be governed by the instructions of the Debenture Holders (by way of such threshold of Debenture Holders as may be prescribed under Applicable Law (including the SEBI Debenture Trustee Circular), as amended, modified or replaced from time to time).

ANNEXURE XVII: CONDITIONS PRECEDENT

1 **COMPANY**

(a) A copy of the constitutional documents of the Company (being its memorandum and articles of association and the certificate of incorporation, amended to the satisfaction of the Debenture Trustee, if required).

(b) A certified true copy of the certificate of registration as a NBFC obtained by the Company from RBI under the NBFC Regulations.

(c) A copy of a resolution of the board of directors or the relevant committee of the board of directors of the Company:

(i) approving the issue and allotment of the Debentures; and

(ii) authorising a specified person or persons to execute the Debenture Documents to which it is a party on its behalf, and taking all such actions as may be required in relation to the issue of Debentures.

(d) A specimen of the signature of each person authorised by the resolutions referred to in sub-paragraph (c) above.

(e) A copy of the special resolution of the shareholders of the Company under Rule 14(1) of the Companies (Prospectus and Allotment of Securities) Rules, 2014 read with Section 42 of the Act.

(f) A certificate from the Company, signed by a director or an authorised signatory, confirming that:

(i) borrowing and securing the Debt would not cause any borrowing or securing limit binding on it to be exceeded, under any resolution passed by the shareholders, the relevant committee and the board of directors of the Company;

(ii) each copy document relating to it specified in the schedule 5 (*Conditions Precedent*) of the Debenture Trust Deed is correct, complete and in full force and effect as at a date no earlier than the date of the Debenture Trust Deed;

(iii) no Default is continuing or would result from the allotment of Debentures under the proposed Issue;

(iv) the value of the Hypothecated Assets in relation to each Series of Debentures shall be sufficient to discharge the outstanding Nominal Value and Coupon in relation to such Series of Debentures;

(v) the representations and warranties set out in the Debenture Trust Deed and in each other Debenture Document are true;

(vi) it is solvent;

(vii) other than as disclosed under the Disclosure Documents (which includes Financial Statements), there are no proceedings pending before, or claims due to, any Tax authority which could result in its assets being or becoming subject to any Tax claims pursuant to section 281 and/ or Section 499 of the Tax Act, section 81 of the GST Act or section 81 of the relevant State GST Act other than as disclosed therein;

(viii) the Company has not taken any corporate action and no other procedural steps under Applicable Law have been taken or legal proceedings have been started or received any notice for any legal proceedings against it for its winding-up, dissolution, administration or reorganisation or for the appointment of a receiver, administration, administrative receiver, trustee or similar officer of it or of any or all of its assets or revenues; and

(ix) no consent or approval is required from any person or Governmental Authority for the: (a) issue of Debentures; (b) creation of Security over the Hypothecated Assets; or (c) the enforcement of such Security.

(g) A certificate of an independent chartered accountant confirming the statement made in paragraphs (f)(i), (f)(iv), (f)(vi) and (f)(vii) above.

2 **DEBENTURE DOCUMENTS AND SECURITY**

(a) A copy of each of the following Debenture Documents, duly executed by the parties to it registered, notarised and stamped (as required in accordance with Applicable Law):

(i) the Debenture Trust Deed;

(ii) the Debenture Trustee Agreement;

(iii) each Deed of Hypothecation; and

(iv) each Hypothecation Power of Attorney.

(b) A copy of each Disclosure Document.

(c) Executed copy of the Consent Letter in respect of the Debentures between the Company and the Debenture Trustee.

3 **RATING AND LISTING**

(a) A copy of the rating letter from the Rating Agency in connection with the Debentures.

(b) A copy of the in-principle approval letter from the Exchange for listing of the Debentures.

4 **OTHER DOCUMENTS AND EVIDENCE**

(a) The certified true copies of the latest audited Financial Statements of the Company.

(b) A Portfolio Certificate in relation to each Series of Debentures, signed by an independent chartered accountant (i) setting out the list and value of the Identified Loan and Receivables in relation to such Series of Debentures hypothecated under the applicable Deed of Hypothecation; and (ii) certifying the maintenance of the Required Security Cover for such Series of Debentures.

(c) Evidence satisfactory to the Debenture Trustee that the Initial Contribution has been made by the Company.

(d) Confirmation from the Debenture Trustee that it has completed all “know your customer” checks of the authorised signatories executing the Debenture Documents and any similar checks as required by Applicable Law in relation to the Issue.

(e) Evidence that Company has pre-authorised the Debenture Trustee to seek all account related information pertaining to the bank account from which payments with respect to the Debentures will be made.

(f) Evidence of receipt of ISIN(s) from the Depository by the Company in relation to each Series of Debentures.

(g) Evidence satisfactory to the Debenture Trustee that the Company has appointed a registrar and transfer agent for the Issue and entered into an agreement with a Depository for the dematerialisation of the Debentures.

(h) A legal opinion of Talwar Thakore & Associates, legal advisers to the Debenture Trustee.

(i) A copy of the registration of the Company with the Securities and Exchange Board of India Complaints Redress System (SCORES) as prescribed under the SEBI NCS Regulations and the SEBI Operational Circular.

ANNEXURE XVIII: CONDITIONS SUBSEQUENT

1 **On the Deemed Date of Allotment of the Debentures**

(a) Evidence that the stamp Taxes payable on the Debentures pursuant to the Indian Stamp Act, 1899 have been paid.

(b) A copy of the resolution of the Company's board of directors or the relevant committee of the Company's board of directors, authorising the allotment of the Debentures to the Debenture Holders.

(c) Evidence satisfactory to the Debenture Trustee that the Company has filed a return of allotment of securities pursuant to allotment of the Debentures, with the relevant Registrar of Companies, by filing form PAS-3 in pursuance of Rule 14(6) of the Companies (Prospectus and Allotment of Securities) Rules, 2014.

2 **Within 2 Business Days from the Deemed Date of Allotment of the Debentures**

Evidence that the depository accounts of the Debenture Holders with the Depository has been credited with the Debentures.

3 **Within 3 Business Days from the closure of Issue of the Debentures**

Evidence satisfactory to the Debenture Trustee that the Debentures have been listed pursuant to the Issue on the Exchange.

4 **Within 30 days of the date of execution of each Deed of Hypothecation**

(a) Evidence to the satisfaction of the Debenture Trustee that the Security in relation to each Series of Debentures created pursuant to the applicable Deed of Hypothecation has been filed by the Company with the relevant Registrar of Companies by filing form CHG-9, along with the certificate of registration issued by the relevant Registrar of Companies.

(b) Evidence that necessary filings in connection with the creation of Security over the Hypothecated Assets under each Deed of Hypothecation has been made by the Debenture Trustee with the Central Registry of Securitisation Asset Reconstruction and Security Interest of India.

5 **Within 30 days of the Deemed Date of Allotment**

The End Use Certificate.

ANNEXURE XIX: COVENANTS AND UNDERTAKINGS

1 INFORMATION UNDERTAKINGS

1.1 Financial Statements

(a) The Company shall supply to the Debenture Trustee and the Exchange as soon as they become available, but in any event within 60 days after the end of each Financial Year or within such time as may be permitted under the Applicable Law, the audited annual financial statements of the Company (both consolidated and non-consolidated) for that Financial Year.

(b) The Company shall supply to the Debenture Trustee and the Exchange as soon they become available, but in any event within 45 days from each Quarter End Date, the un-audited (and if available, audited) quarterly financial statements of the Company (both consolidated and non-consolidated) for that Financial Quarter.

1.2 Requirements as to Financial Statements

(a) Each set of financial statements delivered pursuant to paragraph 1.1 (*Financial Statements*) of the schedule 4 (*Covenants and Undertakings*) of the Debenture Trust Deed shall be signed by a director of the Company as giving a true and fair view of its financial condition and operations as at the end of and for the period in relation to which those financial statements were drawn up.

(b) The Company shall procure that each set of financial statements delivered pursuant to paragraph 1.1 (*Financial Statements*) of the schedule 4 of the Debenture Trust Deed is prepared using GAAP, accounting practices and financial reference periods consistent with those applied in the preparation of the Financial Statements unless, in relation to any set of financial statements, it notifies the Debenture Trustee that there has been a change in GAAP, the accounting practices or reference periods and its auditors deliver to the Debenture Trustee a description of any change necessary for those financial statements to reflect the GAAP, accounting practices and reference periods upon which the Financial Statements were prepared. Any reference in the Debenture Trust Deed to those financial statements shall be construed as a reference to those financial statements as adjusted to reflect the basis upon which the Financial Statements were prepared.

1.3 Credit Rating

The Company shall obtain a review, at the end of each Financial Year after the Deemed Date of Allotment, of the credit rating in respect of the Debentures from the Rating Agency within such time as to ensure that the Debentures are at all times validly rated and upon obtaining such annual credit rating, submit the same to the Debenture Trustee forthwith.

1.4 Information: Miscellaneous

The Company shall, promptly or within such period set out below, supply to the Debenture Trustee:

(a) if the Company fails to list the Debentures on the Exchange in accordance with the Debenture Trust Deed, reasons for such failure;

(b) promptly upon becoming aware, any information regarding a proposal by a regulatory body to acquire any of the Hypothecated Assets, or any part of it;

(c) any notice, intimation or other communication with respect to breach of any rules, regulations, circulars, guidelines etc issued by SEBI, any stock exchange or Depository by the Company in connection with the Debentures;

(d) such certificate and information as required pursuant to the LODR Regulations and the SEBI (Debenture Trustees) Regulations, 1993;

(e) all documents filed by it with any Governmental Authority in connection with the Debenture Trust Deed or any other Debenture Documents;

(f) a copy of the asset liability management ("**ALM**") returns filed with the RBI;

(g) within 45 days of each Quarter End Date, a copy of the ALM statement of the Company for such Financial Quarter;

(h) promptly, and in any event within 5 (five) Business Days of the relevant board approval or occurrence of: (i) any change in the board of directors of the Company; and (ii) any change in the statutory auditors of the Company (other than a change resulting from regulatory rotation requirements under Applicable Law);

(i) promptly upon becoming aware: (i) any fraud involving the Company amounting to more than 1% (one percent) of the Gross Loan Portfolio; (ii) any material changes in the accounting policy of the Company; (iii) any material change in the constitutional documents of the Company that is prejudicial to the interests of the Debenture Holders; and (iv) the entry by the Company into any new segment of business other than the business carried out by the Company as on the date of the Debenture Trust Deed; and (v) occurrence of any event which has a Material Adverse Effect.

1.5 Books and Records

(a) The Company shall keep proper books of account as required by the Act and therein make true and proper entries of all dealings and transactions in relation to the Hypothecated Assets and the business of the Company and keep the said books of account and all other books, registers and other documents relating to the affairs of the Company at its registered office.

(b) Upon the written request of the Debenture Trustee, the Company shall provide the Debenture Trustee and any of its nominees, representatives, employees, professional advisers (including any auditors, legal counsel, consultants or technically qualified persons) and contractors with access to and permit them to, at the cost of the Company:

(i) examine and inspect the books and records, as required by the Debenture Trustee for determination of performance by the Company of its obligations under the Debenture Documents. in each case at reasonable times and upon prior reasonable written notice, provided that the requirement of prior notice will not apply if an Event of Default has occurred; and

(ii) discuss the affairs, finances and accounts of the Company with, and be advised as to the same, by the relevant officers, as required by the Debenture Trustee for determination of performance by the Company of its obligations under the Debenture Documents.

1.6 Grievance Redressal

The Company shall promptly and expeditiously attend to and redress the grievances, if any, of the Debenture Holders. The Company further undertakes that it shall promptly comply with the suggestions and 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.

1.7 "Know Your Customer" Checks

The Company shall submit to the Debenture Trustee and the Debenture Holders all information required by the Debenture Trustee and the Debenture Holders to complete all "know your customer" checks required by Applicable Law.

2 **GENERAL UNDERTAKINGS**

2.1 Authorisations

The Company shall promptly obtain, comply with and do all that is necessary to maintain in full force and effect, and supply certified copies to the Debenture Trustee of, any Authorisation required under Applicable Law, for a purpose specified in paragraph 6 (*Validity and Admissibility in Evidence*) of schedule 3 (*Representations and Warranties*) of the Debenture Trust Deed.

2.2 Compliance with Laws

(a) The Company shall be in compliance with all, and shall not breach any, Applicable Laws (including not limited to the NBFC Regulations), except when such breach would not have a Material Adverse Effect.

(b) The Company will comply in all respects with the Debenture Regulations, the NBFC Regulations and the Listing Agreement in connection with the Issue, the Debentures and the Debenture Documents, and make the necessary filings of the documents mandated with the Registrar of Companies, the Exchange and/or the SEBI.

(c) The Company shall obtain and maintain an identification number and password with the SEBI Complaints Redress System in accordance with Applicable Law.

(d) The Company shall, comply in all respects with Anti-Money Laundering Laws and Anti-Terrorism Financing Laws and codes of corporate governance and fair practices prescribed from time to time by the SEBI or any other Governmental Authority.

2.3 Use of proceeds from the Issue

The funds raised pursuant to the Issue shall be utilised by the Company only for the purpose and subject to the restrictions set out in clause 4.5 (*Use of Proceeds*) of the Debenture Trust Deed.

2.4 End Use Certificate

(a) The Company shall, within 30 days of the Pay In Date, deliver to the Debenture Trustee an End Use Certificate.

(b) The Company shall, within 30 days of any utilisation of the funds received from the Issue, deliver to the Debenture Trustee an End Use Certificate.

2.5 Rating Letter

The Company shall ensure that the Debentures and the Company are and continue to be rated by the Rating Agency until the Final Settlement Date.

2.6 Ranking

(a) The Company shall ensure that each Deed of Hypothecation creates in favour of the Debenture Trustee for the benefit of the Secured Parties, the Security which it is expressed to create with the ranking and priority it is expressed to have.

(b) Without limiting sub-paragraph (a) above, the Company shall ensure that the payment obligations of the Company in connection with the Debentures, under the Debenture Documents shall rank at least *pari passu* with the claims of all their other unsecured and unsubordinated financial creditors, except for obligations mandatorily preferred by law applying to companies (as applicable) generally.

2.7 Financial Indebtedness

(a) The Company shall be entitled to issue further debentures, or raise further loans, avail of further deferred payments and guarantee facilities from time to time for such amounts and from such person, public financial institutions, banks or any other financial corporations or body corporates as it may deem fit and create charge over its assets (other than Hypothecated Assets) to secure such loans, debentures and facilities. Provided that, at the time of issuing such further debentures, raising term loans, availing deferred payment credit and / or guarantee facilities, (i) the Company shall maintain the Required Security Cover; and (ii) no Event of Default shall have occurred which is continuing under the Debenture Documents. Any indebtedness availed pursuant this paragraph shall be a "**Permitted Indebtedness**".

(b) No member of the Restricted Group shall enter into, incur or raise any Financial Indebtedness that contains any event of default, acceleration or cross-default provision in relation to any non-compliance or default by any fellow Subsidiary of the Company (being any entity which is a Subsidiary of the Parent, other than the Company or any Subsidiary of the Company).

(c) It is hereby clarified that for availing any Permitted Indebtedness in the future which is permitted under the Debenture Trust Deed and other Debenture Documents, no further consent is required from the Debenture Trustee.

2.8 CERSAI Filing

The Company shall co-operate with the Debenture Trustee to enable it to make necessary filings in connection with the creation of Security over the Hypothecated Assets under each Deed of Hypothecation with the Central Registry of Securitisation Asset Reconstruction and Security Interest of India, within 30 days of the creation of such Security, unless the Debenture Trustee has agreed to extend the time available for such filings.

2.9 Information Utility

The Company shall cooperate with the Debenture Trustee in connection with any assistance the Debenture Trustee may require for the purpose of submitting information in relation to the Debentures and the Debenture Documents to the Information Utility in accordance with the IBC, 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.

2.10 Corporate Status

The Company shall diligently preserve its corporate existence and status and its license to conduct business as a NBFC and any other rights, licenses and franchises necessary for its obligations under the Debentures and the Debenture Documents and continue to be a validly existing organization in good standing and at all times act and proceed in relation to its affairs and business in compliance with Applicable Law.

2.11 Investor Education and Protection Fund

The Company shall comply with the provisions of the Act relating to transfer of unclaimed redemption and interest amounts of Debentures to the Investor Education and Protection Fund, if applicable to it.

2.12 Negative Covenants

The Company covenants and agrees that, until the Final Settlement Date, it shall not, without the prior written consent of the Debenture Trustee (acting upon the instructions of the Debenture Holders of each Series by way of a Majority Resolution):

(a) amend or modify any provision of its constitutional documents, including its memorandum of association and articles of association, where such amendment or modification would have a Material Adverse Effect; provided that this restriction shall not apply to any amendment: (i) to effect an increase in the authorised share capital of the Company; or (ii) in connection with any employee stock option scheme of the Company;

(b) sell, transfer or otherwise dispose of any asset, business or division if such sale, transfer or disposal: (i) would result in an exit from any business of the Company, existing as on the date of the Debenture Trust Deed; or (ii) has or would reasonably be expected to have a Material Adverse Effect;

(c) declare or pay any dividend or make any other distribution to the holders of any equity shares or any other securities compulsorily convertible into equity shares of the Company, if an Event of Default has occurred and is continuing; or

(d) undertake any pool purchase or asset buy-out or similar acquisition of assets from any member of the DMI Group (excluding any Subsidiary of the Company).

2.13 Financial Covenants

(a) For the purposes of this paragraph 2.13:

"**Assets Under Management**" means the aggregate of:

(a) the Gross Loan Portfolio;

(b) the outstanding balance of loans and other credit facilities originated on behalf of other entities pursuant to partnership arrangements which are not included in the Company's own books, where the Company continues to act as servicer and collection agent, including any loans or credit facilities originated pursuant to any co-origination or co-lending arrangement; and

(c) the outstanding balance of loans and other credit facilities granted by the Company which have been assigned to other entities and are not included in the Company's own books, where the Company continues to act as servicer and/or collection agent,

in each case, without double counting any loans across (a), (b) and (c) above.

“**Capital Adequacy Ratio**” or “**CRAR**” means the ratio of:

(a) the sum of Tier I Capital and Tier II Capital (each as defined under the Reserve Bank of India (Non-Banking Financial Companies – Prudential Norms on Capital Adequacy) Directions, 2025); to

(b) Risk Weighted Assets.

"**Excluded Loans**" means: (a) loans and security receipts forming part of the Legacy Wholesale Loans; and (b) loans extended by the Company to any of its Subsidiary or joint venture.

"**External Debt**" means, without double counting: (a) for the period of two years from the Deemed Date of Allotment, the sum of: (i) the Financial Indebtedness of the Company and its Subsidiaries, but excluding any non-fund based liabilities; and (ii) Off-Book Assets under Management; and (b) after the expiry of two year from the Deemed Date of Allotment, the Financial Indebtedness of the Company and its Subsidiaries.

"**Gross Loan Portfolio**" means the aggregate of:

(a) the outstanding principal amount of the loans originated by the Company or any of its Subsidiaries on their respective books (including any portfolio securitised through pass-through certificates), excluding loans originated on behalf of other entities pursuant to partnership arrangements which are not included in their respective books;

(b) the outstanding principal amount of loans originated or serviced by any other entity which are recorded in the books of the Company or any of its Subsidiaries, whether pursuant to a partnership arrangement with such other entity or by way of purchase of the portfolio by assignment; and

(c) the outstanding balance of loans and other credit facilities originated on behalf of other entities pursuant to partnership arrangements which are not included on the Company's own books or the books of its Subsidiaries, where the Company or the Subsidiary, as the case may be, continues to act as servicer and collection agent and has provided any form of loss guarantee in respect of defaults under such loans or credit facilities originated pursuant to any co-origination or co-lending arrangement.

"Gross Stage 3 Assets" means the aggregate of (without double counting):

(a) the outstanding balance of loans and other credit facilities granted by the Company or its Subsidiaries (including any portfolio securitised through pass-through certificates, but excluding assigned portfolios and loans originated on behalf of other entities pursuant to partnership arrangements which are not included on the Company's own books or the books of its Subsidiary, as the case may be, where the Company or its Subsidiary, as the case may be, continues to act as servicer and collection agent), which have remained overdue for more than 90 (ninety) days;

(b) the outstanding balance of loans and other credit facilities granted by the Company or its Subsidiaries (including any portfolio securitised through pass-through certificates, but excluding assigned portfolios and loans originated on behalf of other entities pursuant to partnership arrangements which are not included on the Company's own books or the books of its Subsidiary, as the case may be, where the Company or the Subsidiary, as the case may be, continues to act as servicer and collection agent), which are classified as 'restructured', 'rescheduled' or 'refinanced' loans and which have remained overdue for less than 90 (ninety) days;

(c) the outstanding balance of loans and other credit facilities granted by the Company or its Subsidiaries (including any portfolio securitised through pass-through certificates, but excluding assigned portfolios and loans originated on behalf of other entities pursuant to partnership arrangements which are not included on the Company's own books or the books of its Subsidiary, as the case may be, where the Company or its Subsidiary continues to act as servicer and collection agent), which have remained overdue for less than 90 (ninety) days and are categorised as credit impaired loans by the Company or its Subsidiary, as the case may be;

(d) the outstanding amount of security receipts held by the Company and its Subsidiaries in respect of assets sold to asset reconstruction companies (as defined under the Securitisation and Reconstruction of Financial Assets and Enforcement of Securities Interest Act, 2002) by the Company and its Subsidiaries;

(e) the outstanding balance of loans and other credit facilities originated on behalf of other entities pursuant to partnership arrangements which are not included on the Company's own books or the books of its Subsidiary, as the case may be, where the Company or its Subsidiary continues to act as servicer and collection agent and has provided any form of loss guarantee in respect of defaults under such loans or credit facilities originated pursuant to any co-origination or co-lending arrangement, and which:

(i) have remained overdue for more than 90 (ninety) days;

(ii) have been classified as restructured, rescheduled or refinanced loans and have remained overdue for less than 90 (ninety) days; or

(iii) have remained overdue for less than 90 (ninety) days and are categorised as credit impaired loans by the relevant originating entity or partner entity; and

(f) the outstanding balance of loans and other credit facilities originated or serviced by any other entity which are recorded on the Company's books or the books of its Subsidiaries, as the case may be, whether pursuant to a partnership arrangement with such other entity or by way of purchase of the portfolio by assignment, and which:

(i) have remained overdue for more than 90 (ninety) days;

(ii) have been classified as 'restructured', 'rescheduled' or 'refinanced' loans, in each case, which have remained overdue for less than 90 (ninety) days; or

(iii) have remained overdue for less than 90 (ninety) days and are categorised as credit impaired loans by the relevant originating entity or partner entity.

"**Legacy Wholesale Loans**" means, collectively, all loans, advances or credit facilities extended by the Company to real estate developers, builders, corporates and other non-retail borrowers under the Company's discontinued wholesale lending business, which had an aggregate outstanding principal amount of INR 2,92,60,89,210 as on 30 June 2026, as set out under schedule 8 (*Details of Legacy Wholesale Loans*) of the Debenture Trust Deed.

"**Liquid Investments**" means:

(a) unencumbered term deposits with, or certificates of deposits issued by, any scheduled commercial bank in India, having a minimum credit rating of A- or an equivalent rating by any Rating Agency;

(b) unencumbered treasury bills, debt instruments or other securities issued by: (i) the Government of India or guaranteed by the Government of India in full; or (ii) any State Government or guaranteed by any State Government in full;

(c) any unencumbered investment in money market funds and/or liquid funds, overnight mutual funds and arbitrage mutual funds (including open ended debt-backed or fixed return schemes of mutual funds registered with SEBI which are readily convertible into cash without incurring any significant premium or penalty);

(d) unencumbered cash and bank balances maintained by the Company with any scheduled commercial bank;

(e) unencumbered investments in: (i) corporate non-convertible debentures having a credit rating of AA- or above; (ii) commercial papers and certificate of deposits having a credit rating of A1+ or above;

(f) fixed deposits provided as security for securing any Financial Indebtedness; and

(g) any other debt security approved by the Debenture Trustee (acting on the instructions of the Debenture Holders of each Series by way of a Majority Resolution),

in each case, denominated in INR and to which the Company is beneficially entitled at that time.

"**Net External Debt**" means External Debt reduced by Liquid Investments.

"**Net Worth**" or "**Tangible Net Worth**" means the paid-up equity share capital of the Company, preference shares and debentures which are compulsorily convertible into equity, and any amount standing to the credit of its reserves and reported non-controlling interest, but excluding:

(a) reserves created by revaluation of assets, as reduced by accumulated loss balance;

(b) the book value of intangible assets and goodwill;

(c) deferred revenue expenditure, if any;

(d) equity components of redeemable preference shares, perpetual bonds and debentures issued by the Company;

(e) deferred tax assets, if any;

(f) any loss default guarantees or write-offs on managed portfolio to the extent not recognised in the profit and loss statement of the Company; and

(g) equity or equity-like investments and security receipt investments net-off provisions,

provided that, any amount of credit enhancement or equity tranche of any portfolio securitised through pass-through certificates by the Company and included in the Gross Loan Portfolio shall not be excluded.

"**Non-Performing Loans Ratio**" means the ratio of:

(a) the sum of (without double counting) (i) Gross Stage 3 Assets (excluding the Excluded Loans), (ii) outstanding security receipts issued pursuant to sale of all loans (excluding the Excluded Loans) to asset reconstruction companies, and (iii) write-offs on all loans (excluding the Excluded Loans) during the immediately preceding 12 (twelve) months (including any loss on account of sale of such loans to asset reconstruction companies), reduced by any amounts recovered by the Company during such period in respect of the loans which were written off; to

(b) the sum of:

(i) the higher of: (A) the sum of: (I) the average of the opening and closing Gross Loan Portfolio for the immediately preceding 12 (twelve) months (excluding the Excluded Loans); and (II) write-offs (net of recoveries) on loans (excluding the Excluded Loans) during the immediately preceding 12 (twelve) months (including any loss on account of sale of loans to asset reconstruction companies), or (B) the closing Gross Loan Portfolio (excluding the Excluded Loans); and

(ii) outstanding security receipts issued pursuant to sale of all loans (excluding the Excluded Loans) to asset reconstruction companies.

"**Off-Book Assets Under Management**" means the aggregate of:

(a) the outstanding balance of loans and other credit facilities originated on behalf of other entities pursuant to partnership arrangements which are not included on the Company's own books, where the Company continues to act as servicer and collection agent, including any loans or credit facilities originated pursuant to any co-origination or co-lending arrangement; and

(b) the outstanding balance of loans and other credit facilities granted by the Company which have been assigned to other entities and are not included in the Company's own books, where the Company continues to act as servicer and/or collection agent,

in each case, without double counting any loans across (a) and (b) above.

"**Retail Portfolio**" means all loans (excluding the Excluded Loans) extended by the Company or its Subsidiaries.

"**Risk Weighted Assets**" means the risk weighted assets of the Company, as defined by the RBI under the applicable guidelines from time to time.

"**Test Date**" means:

(a) in relation to testing of the PAT loss pursuant to paragraph (c)(ix) below, 31 March 2027, 30 September 2027, 31 March 2028 and each Financial Year End Date falling after 31 March 2028; and

(b) in relation to other financial covenants, each Quarter End Date with the first Test Date being 30 September 2026.

"**Wholesale Book**" means, on a consolidated basis, all loans of INR 10,00,00,000 (Indian Rupees Ten Crores) or above advanced by the Company and its Subsidiaries, together with wholesale security receipts, but excluding: (a) any loans advanced by the Company to any Subsidiary of the Company; and (b) any loans advanced to Ampverse.

(c) The Company shall ensure that on each Test Date, until the Final Settlement Date:

(i) the CRAR of the Company, on a standalone basis, shall not be less than 20%;

(ii) the Non-Performing Loans Ratio, on a consolidated basis, shall not exceed 10%;

(iii) the ratio of Net External Debt to Tangible Net Worth of the Company, on a consolidated basis, shall not exceed: (A) 2.50:1.00, in respect of any Test Date falling on or before 30 June 2028; and (B) 3.00:1.00, in respect of any Test Date falling after 30 June 2028;

(iv) the cumulative mismatches in the ALM statement of the Company, as reflected in the statement of structural liquidity submitted to the RBI on periodic basis, shall be positive in all buckets up to 1 (one) year, after taking into account all contractual liabilities of the Company (including by considering the put option dates or coupon reset dates of transaction without a benchmark, without a floor and without a cap as maturity date); provided that unutilised bank sanctioned and drawable lines shall not be taken into account as assets for the purpose of testing such cumulative mismatches;

(v) the Net Worth of the Company on a consolidated basis, shall not be less than INR 6,000,00,00,000;

(vi) Off-Book Assets Under Management shall not exceed 20% of the total Assets Under Management of the Company;

(vii) the aggregate exposure of the top 20 borrowers of all loans (excluding the Excluded Loans), shall not exceed 5% of the Net Worth of the Company;

(viii) the aggregate exposure of the top 30 borrowers of all unsecured Loans (excluding the Excluded Loans), shall not exceed 3% of the Net Worth of the Company;

(ix) the PAT loss of the Company, on a consolidated basis, calculated for the trailing 12 (twelve) months' period shall not exceed: (i) INR 300,00,00,000, in respect of any Test Date falling on or before 31 March 2028; and (ii) INR 600,00,00,000, in respect of any Test Date falling after 31 March 2028; and

(x) the Wholesale Book of the Company, including wholesale security receipts, shall not exceed INR 500,00,00,000.

(d) Each Financial Covenant above shall be calculated in accordance with the terms of the Debenture Trust Deed.

(e) Each Financial Covenant above shall be tested on each Test Date until the Final Settlement Date.

(f) The Company shall supply to the Debenture Trustee:

(i) within 45 (forty five) days of each Quarter End Date, the shareholding pattern of the Company;

(ii) within 45 (forty five) days of each Quarter End Date and 60 (sixty) days of the end of each Financial Year, a compliance certificate signed by the chief financial officer or an authorised signatory of the Company certifying compliance by the Company with the Financial Covenants and the other covenants applicable to it under the Debenture Documents as at the end of such period; and

(iii) within 120 (one hundred and twenty) days from the end of each Financial Year, the audited annual reports of the Company.

2.14 Rating Covenants

The Company shall ensure that, at all times until the Final Settlement Date:

(a) the credit rating assigned to the Company and/or the Debentures by any Rating Agency is not downgraded below AA-;

(b) it shall not change the Rating Agency in respect of the Debentures without the prior consent of the Debenture Trustee;

(c) there is no suspension of the credit rating assigned to the Company and/or the Debentures and no prefix/suffix or status denoting "issuer not co-operating" is assigned by any Rating Agency to the Company and/or the Debentures; and

(d) no Rating Agency assigns any new credit rating to the Company and/or the Debentures at any level below AA-.

If, at any time during the tenor of the Debentures, the Company and/or the Debentures are rated by multiple Rating Agencies, the lowest long-term credit rating assigned to the Company and/or the Debentures shall be taken into account for the purposes of this paragraph.

2.15 Compliance with Applicable Laws

(a) The Company shall, comply in all respects with Applicable Law including, without limitation, Anti-Money Laundering Laws and Anti-Terrorism Financing Laws and codes of corporate governance and fair practices prescribed from time to time by relevant Governmental Authorities.

(b) The Company shall not directly or indirectly use the proceeds of the Debentures for any purpose which would breach the Bribery Act 2010, the United States Foreign Corrupt Practices Act of 1977 or other similar legislation in other jurisdictions.

(c) The Company shall:

(iv) conduct its businesses in compliance with applicable Anti-Bribery and Corruption Laws; and

(v) maintain systems, controls, policies and procedures designed to promote and achieve compliance with such Anti-Bribery and Corruption Laws.

(d) The Company shall not directly or indirectly use the transaction proceeds for any purpose that would breach any Anti-Bribery and Corruption Laws.

(e) In connection with the transactions contemplated by the Debenture Trust Deed, the Company shall not directly or indirectly, authorise, offer, promise, or make payments of anything of value, including but not limited to cash, cheques, wire transfers, tangible and intangible gifts, favours, services, and those entertainment and travel expenses that go beyond what is reasonable and customary and of modest value to: (i) an executive, official, employee or agent of a governmental department, agency or instrumentality, (ii) a director officer, employee or agent of a wholly or partially government-owned or controlled company or business, (iii) a political party or official thereof, or candidate for political office, (iv) a foreign public official, or (v) any other person; while knowing or having a reasonable belief that all or some portion will be used for the purpose of: (A) influencing any act, decision or failure to act by any such Person in his or her official capacity, (B) inducing any such Person to use his or her influence with a government or instrumentality to affect any act or decision of such government or entity, or (C) securing an unlawful advantage; in order to obtain, retain or direct business.

2.16 Maintenance of Internal Controls

The Company shall duly maintain adequate internal controls for the purposes of:

(i) preventing any act of fraud, embezzlement, misstatement, misappropriation or siphoning off of the funds or revenues of the Company or any other act having a similar effect being committed by the management or any officer of the Company; and

(ii) preventing the use of the funds or revenues of the Company in violation of Anti-Money Laundering Laws and Anti-Terrorism Financing Laws and/or for other purposes not in compliance with Applicable Law.

2.17 Further Assurances

The Company shall do all acts, deeds and things, make all filings and registrations and take any action as may be legally required to:

(i) establish and perfect the rights of the Debenture Trustee in and to the Hypothecated Assets and give effect to the Security created pursuant to the Debenture Documents; and

(ii) create, perfect, protect and maintain the Security created pursuant to the Debenture Documents and the priority of such Security in full force and effect.

2.18 Management Covenants

(a) The Company shall ensure that, at all times until the Final Settlement Date:

(i) the Parent directly or indirectly through its Subsidiaries holds not less than 51% (fifty one percent) of the fully paid-up share capital of the Company, on a fully diluted basis;

(ii) Mr. Shivashish Chatterjee and Mr. Yuvraja Singh are directors on the board of directors of the Company;

(iii) at least 1 (one) nominee director of NIS is on the board of directors of the Company;

(iv) there is no change in the Management Control of the Company;

(v) the NIS Group, directly or indirectly holds not less than 51% (fifty one percent) of the fully paid-up share capital of the Company, on a fully diluted basis; and

(vi) Mr. Takashi Sato continues to be a member of the board of directors and founder of N.I.S. New Investment Solutions (Liechtenstein) Ltd, unless: (A) he is required to resign on account of an Incapacitation Event; or (B) the Company has provided prior written notice of at least 3 (three) months to the Debenture Trustee of his proposed resignation, together with a succession plan setting out the identity, qualifications and experience of the proposed successor.

(b) For the purposes of this paragraph 2.18,

"**Control**" shall be construed in accordance with the Applicable Law, rules, regulations, accounting standards or guidelines applicable to the Company from time to time.

"**Incapacitation Event**" means, in relation to any person, the death of such person or such person becoming ineligible, disqualified or otherwise prohibited under Applicable Law from acting in such capacity.

"**Management Control**" means:

(i) the right to appoint or remove the majority of the directors of the board of directors of the Company or such other person(s) who may be charged with, or entitled to exercise, central management and control of the Company; or

(ii) the ability to Control the management or policy decisions of the Company, exercisable by any person or persons, acting individually or in concert, directly or indirectly, whether by virtue of shareholding, management rights, shareholders' agreements, voting agreements or in any other manner.

"**NIS**" means NIS Ganesha SA, a company incorporated in Luxembourg, which as on the date of the Debenture Trust Deed is a shareholder of the Company.

"**NIS Group**" means NIS, together with its group entities and funds and any other fund which is sponsored, managed, advised and/or controlled, directly by NIS, its investment manager or controlling entity.

2.19 Business and Investment

(a) The Company covenants and agrees that, until the Final Settlement Date, it shall not, without the prior written consent of the Debenture Trustee (acting upon the instructions of the Debenture Holders of each Series by way of a Majority Resolution):

(i) undertake any new business or any material diversification of its existing business outside financial services;

(ii) make or permit any inter-corporate loan, inter-corporate deposit, or debt investment of any kind, to or in any member of the DMI Group; or

(iii) make any equity investment in any member of the DMI Group,

other than any Permitted Business and Investment.

2.20 Mergers

The Company covenants and agrees that, until the Final Settlement Date, it shall not, without the prior written consent of the Debenture Trustee (acting upon the instructions of the Debenture Holders of each Series by way of a Majority Resolution):

(a) enter into, undertake or permit any merger, acquisition, restructuring, amalgamation or similar transaction (excluding any portfolio buy-out) if the enterprise value of such transaction, individually or in aggregate with all such transactions undertaken in a Financial Year, exceeds 10% of the Net Worth of the Company for such Financial Year;

(b) enter into, undertake or permit any de-merger, consolidation, re-organisation, scheme of arrangement, compromise or arrangement with any of its creditors or shareholders, or effect any scheme of amalgamation or reconstruction; or

(c) purchase or redeem any of its issued shares or otherwise reduce its share capital, except for any purchase or redemption of equity shares pursuant to any employee stock option scheme of the Company.

2.21 Further Issuance of Securities

The Company shall ensure that the ISIN of Series 3 Debentures remains unique to Series 3 Debentures and it shall not, without the prior consent of the Debenture Trustee (acting on the instructions of the holders of the Series 3 Debentures by way of a Majority Resolution), further issue any bonds, debentures or securities under such ISIN.

ANNEXURE XX: POWERS AND DUTIES OF THE DEBENTURE TRUSTEE

1.1 Authority for Certain Actions

(a) The Debenture Trustee shall:

(i) execute and deliver and/or accept the Debenture Documents and do any other act necessary for the creation and perfection of the Security required to be created pursuant to the Debenture Documents;

(ii) execute and deliver all other documents, agreements, instruments, certificates, notices and do all other actions as may be necessary or desirable in connection with the protection and preservation of the rights of the Debenture Holders;

(iii) upon the occurrence of an Event of Default, to the extent necessary, hold the documents relating to the Hypothecated Assets in such manner as it deems fit;

(iv) upon the occurrence of an Event of Default, exercise its rights as Debenture Trustee for the Debenture Holders under the Debenture Documents and under Applicable Law in accordance with Annexure XVI (*Events of Default and Remedies*);

(v) at its own cost, conduct independent due diligence on all or any part of the Hypothecated Assets, to the extent required under Applicable Law;

(vi) continuously monitor the security cover available for the Debentures, and require the Company to provide a certificate from its statutory auditor on each Half Year End Date;

(vii) convene the Meeting of the Debenture Holders in relation to, without limitation, enforcement of the Security or joining the inter-creditor agreement (under the Stressed Assets Framework); and

(viii) in case of failure by the Company to promptly intimate the Debenture Trustee regarding the status of payments under the Debentures and other debt securities of the Company as required under the Debenture Documents and/or Applicable Law and / or seek status of payment from the Company.

(b) The Debenture Trustee shall, except in respect of matters on which it has been expressly authorised to take action (or omit to act) without reference to the Debenture Holders, seek the consent of the Debenture Holders prior to taking any actions (or omitting to act) under the Debenture Documents. The required majority of Debenture Holders for giving consent to any proposed action (or omission) by the Debenture Trustee shall be in accordance with paragraphs 35 to 37 of schedule 2 (*Provisions for the Meetings and instructions of the Debenture Holders*) of the Debenture Trust Deed.

1.2 Power to Hold Money on Trust

The Debenture Trustee shall hold upon trust for the benefit of all the Secured Parties in relation to each Series of Debentures, all monies received by it in respect of such Series of Debentures, any Hypothecated Assets in relation to such Series of Debentures or otherwise under any applicable Debenture Document, including without limitation, any monies arising out of:

(a) any dividend, interest, income, rent or profits arising in respect of any Hypothecated Assets;

(b) in connection with or arising out of the enforcement of any Security created in relation to such

Series of Debentures, including the proceeds which are received by the Debenture Trustee for payment to the Debenture Holders of such Series of Debentures; and

(c) from any other realisation whatsoever,

but other than the realisation of any amounts which are solely for the account of the Debenture Trustee (collectively referred to as the "**Proceeds**").

1.3 Power to Apply Proceeds

(a) In relation to each Series, the Debenture Trustee and the Debenture Holders of such Series shall in the first place, by and out of the Proceeds (which it can appropriate towards the Debt of such Series) reimburse itself and pay, retain and discharge all the costs, charges and expenses incurred in connection with collection, conversion or the exercise of the trusts and powers under these presents in relation to such Series, including the remuneration of the relevant Debenture Holders, Debenture Trustee or any Receiver as herein provided and shall apply the residue of the Proceeds in relation to such Series of Debentures:

(i) ***firstly***, in or towards payment to the Debenture Holders, *pari passu*, of all arrears of accrued but unpaid Coupon, Default Interest and other costs, expenses, liquidated damages, indemnified amounts and any other amounts payable by the Company in respect of such Series of Debentures or otherwise under the Debenture Documents;

(ii) ***secondly***, in or towards payment to the Debenture Holders, *pari passu*, of the outstanding Nominal Value of such Series of Debentures;

(iii) ***thirdly***, the surplus (if any) of such monies to the Company,

or any other order as decided by the Debenture Holders of such Series of Debentures by a Majority Resolution.

(b) This paragraph 1.3 (*Power to Apply Proceeds*) shall also be applicable for determining the order and manner of application of all Redemption Amounts in relation to each Series of Debentures or any other amounts paid or payable by the Company under the Debenture Trust Deed and the other Debenture Documents. For the purpose of application of such Redemption Amounts in relation to each Series of Debentures or such other amounts, the term 'Proceeds' mentioned in this paragraph 1.3 (*Power to Apply Proceeds*) shall be read as 'Redemption Amounts'.

1.4 Nominee Director

(a) The Debenture Trustee, acting on the instructions of the Debenture Holders in accordance with schedule 2 (*Provisions for the Meetings and instructions of the Debenture Holders*) of the Debenture Trust Deed, shall have a right to appoint a nominee director in accordance with the SEBI (Debenture Trustee) Regulations, 1993, on the board of directors of the Company (hereinafter referred to as the "**Nominee Director**") upon occurrence of any of the following events:

(i) 2 consecutive defaults in payment of interest to the Debenture holders; or

(ii) default in creation of Security for Debentures; or

(iii) any default on the part of the Company in redemption of the Debentures.

(b) In accordance with paragraph (a) above, the Company shall appoint the Nominee Director at the earliest and not later than 1 (one) month from the date of receipt of nomination from the Debenture Trustee.

(c) The Nominee Director shall not be liable to retire by rotation nor required to hold any qualification shares.

1.5 Power of Debenture Trustee to Appoint Receiver

Subject to Applicable Law, the Debenture Trustee may, at any time after the Security created pursuant to the Debenture Documents becomes enforceable, appoint in writing any one or more of the officers of the Debenture Trustee or any bank or financial institution doing business in India or independent accountant as receiver(s) (the "**Receiver**") of the Hypothecated Assets or any part thereof and remove any Receiver(s) so appointed and appoint any such other person(s) in his or their stead. Such Receiver shall be deemed to be the agent of the Company which shall be solely responsible for his acts and defaults and liable on any contract or engagement made or entered into by him and for his remuneration and the Secured Parties shall not incur any liability or responsibility by reason of their making or consenting to his appointment as such Receiver. In addition to the foregoing, the following provisions shall also apply to such Receiver, subject to applicable provisions of the Act:

(a) Appointment before or after possession: A Receiver may be appointed either before or after the Debenture Trustee shall have entered into or taken possession of the Hypothecated Assets or any part thereof.

(b) Receiver to be vested with powers by Debenture Trustee: The Receiver may be vested by the Debenture Trustee with such powers and discretions including powers of management as the Debenture Trustee may think expedient.

(c) Receiver to exercise powers vested in Debenture Trustee: Unless otherwise specified by the Debenture Trustee in writing, the Receiver shall have and may exercise all the powers and authorities hereby conferred on the Debenture Trustee.

(d) Receiver to conform to regulations made by Debenture Trustee: The Receiver shall, in the exercise of his powers, authorities and discretions, conform to the regulations, instructions and directions made and given by the Debenture Trustee, from time to time.

(e) Receiver's remuneration: The Debenture Trustee may, from time to time, fix the remuneration of the Receiver and direct payment thereof out of the Hypothecated Assets, but the Company alone shall be liable for the payment of such remuneration.

(f) Receiver to give security: The Debenture Trustee may, from time to time and at any time, require the Receiver to give security for the due performance of his duties as such Receiver and may fix the nature and the amount of the security to be given, but the Debenture Trustee shall not be bound in any case to require any such security.

(g) Receiver to pay the monies: Unless otherwise directed by the Debenture Trustee, all monies, from time to time, received by such Receiver shall be paid over to the Debenture Trustee to be held by the Debenture Trustee upon the trust herein declared of and concerning the monies arising from any sale, calling in, collection or conversion of the Hypothecated Assets.

1.6 Debenture Trustee's Rights in Respect of the Hypothecated Assets

(a) Upon the Security created pursuant to the Debenture Documents becoming enforceable and after the Debenture Trustee has taken control of the Hypothecated Assets in accordance with the provisions of the Debenture Documents and Applicable Law and until the Hypothecated Assets have been sold, called in or collected, the Debenture Trustee may manage the Hypothecated Assets in accordance with the instructions of the Debenture Holders by a Majority Resolution. For the purpose aforesaid, the Debenture Trustee may do all or any of the following acts and things, namely:

(i) collect all or any part of the amounts receivable in respect of the Hypothecated Assets, and to require payment of such amounts to it and for that purpose take any proceedings and enforce any order or judgement in the name of the Company or otherwise as it shall consider fit;

(ii) employ or remove experts, officers, agents, managers, clerks, accountants, servants, workmen, employees, contractors, agents, advisors and others, upon such terms, with such salaries, wages or remuneration as the Debenture Trustee shall think proper and discharge any such persons and any such persons appointed, hired or employed by the Company;

(iii) make any contract, compromise or arrangement between the Company and any other person in respect of any part of the Hypothecated Assets and perform, repudiate, rescind or vary any contract, compromise or arrangement in respect of any of the Hypothecated Assets to which the Company is a party;

(iv) appoint co-trustees and agents;

(v) settle, arrange, compromise and submit to arbitration any accounts, claims, questions or disputes whatsoever which may arise in connection with the Hypothecated Assets or in any way relating to the Security created pursuant to the Debenture Documents and execute, releases or other discharges in relation thereto;

(vi) bring, take, defend, compromise, submit to arbitration and discontinue any actions, suits or proceedings whatsoever, civil or criminal, in relation to any part of the Hypothecated Assets;

(vii) redeem any Security (whether or not having priority to the Security created pursuant to the Debenture Documents) over the Hypothecated Assets and settle the accounts of any person with an interest in the Hypothecated Assets;

(viii) allow time for payment of any debt, with or without security;

(ix) exchange any part or parts of the Hypothecated Assets for any other security or property suitable for the purposes of the Company upon such terms as may seem expedient and either with or without payment or receipt of monies for equality of exchange or otherwise; and

(x) execute and do all such acts, deeds and things as to the Debenture Trustee may appear necessary or proper or in relation to any of the purposes aforesaid.

1.7 Power of Debenture Trustee to Delegate

(a) The Debenture Trustee may, in the execution and exercise of all or any of the trusts, powers, authorities and discretions vested in it by the Debenture Trust Deed, act through an officer or officers for the time being of the Debenture Trustee and the Debenture Trustee may also, whenever it thinks it expedient, delegate by power of attorney or otherwise, to any such officer all or any of the trusts, powers, authorities and discretions vested in the Debenture Trustee by the Debenture Trust Deed and the other Debenture Documents, and any such delegation may be made upon such terms and conditions and subject to such regulations (including power to sub-delegate) as the Debenture Trustee may think fit.

(b) Notwithstanding the provisions of sub-paragraph (a) of this paragraph 1.7 (*Power of Debenture Trustee to*

Delegate) above, the Debenture Trustee shall be liable for all acts and omissions of any officer to whom the Debenture Trustee has delegated its powers.

1.8 Power of Debenture Trustee to Employ Agents

The Debenture Trustee may, in carrying out the trust business, employ and pay any person to transact or concur in transacting any business and do or concur in doing all acts required to be done by the Debenture Trustee including the receipt and payment of monies and shall be entitled to charge and be paid all usual professional and other charges for business transacted and acts done by it in connection with the trusts hereof and also its reasonable charges in addition to the expenses incurred by them in connection with matters arising out of or in connection with the Debenture Trust Deed.

1.9 Redressal of Debenture Holders grievances

The Company shall furnish to the Debenture Trustee details of all grievances received from the Debenture Holders and the steps taken by the Company to redress the same. At the request of any Debenture Holder, the Debenture Trustee shall, by notice to the Company call upon the Company to take appropriate steps to redress such grievance and shall, if necessary for the purpose of such redressal, at the request of any Debenture Holder call a Meeting of the Debenture Holders.

1.10 When Debenture Trustee may interfere

Except as provided herein, the Debenture Trustee shall not in any manner be required, bound or concerned to interfere with the management or affairs of the Company or its business.

1.11 Purchasers and persons dealing with Debenture Trustee not put on enquiry

The Company acknowledges and agrees that no person dealing with the Debenture Trustee, any Receiver or any delegate shall be concerned to enquire:

(a) whether the rights conferred by or pursuant to any Debenture Document are exercisable;

(b) whether any consents, regulations, restrictions or directions relating to such rights have been obtained or complied with;

(c) otherwise as to the propriety or regularity of acts purporting or intended to be in exercise of any such rights; or

(d) as to the application of any money borrowed or raised.

1.12 Receipt by Debenture Trustee to be effectual discharge

Upon the occurrence of any dealing or transaction under the Debenture Trust Deed, the receipt by the Debenture Trustee of the proceeds of all or part of the Security (created under the Debenture Documents) sold or realised and for any other monies paid otherwise howsoever to it, shall effectually discharge the purchaser or purchasers or person paying the same from being concerned to see to the application or being answerable for the loss or misapplication or non-application thereof.

1.13 Application to Court

Notwithstanding anything else contained in the Debenture Trust Deed, the Debenture Trustee may in its discretion, at any time after the Security hereby constituted on the Hypothecated Assets becoming enforceable, apply to the Court for an order that the powers and trusts hereof be exercised and carried into execution under the directions of the Court and for the appointment of a Receiver or manager of the Hypothecated Assets and for any other order in relation to the execution and administration of the powers and trusts hereof as the Debenture Trustee shall deem expedient and the Debenture Trustee may assent to or approve of any application to the Court made at the instance of any of the Debenture Holders and shall be indemnified by the Company against all costs, charges and expenses incurred for or in relation to any such application or proceeding.

1.14 Applicable Law

(a) The Debenture Trustee, in the course of performance of its duties under the Debenture Documents, shall not be required to take any actions which would result in the Debenture Trustee being in breach of Applicable Law. The Debenture Trustee, subject to these presents, shall perform its duties and obligations, and exercise its rights and discretions, in keeping with the trust reposed in the Debenture Trustee by the Debenture Holders, and shall further conduct itself, and comply with the provisions of the Indian Trusts Act, 1882 and all other Applicable Law.

(b) Notwithstanding anything contained herein, no clause under the Debenture Trust Deed shall have the effect of: (i) limiting or extinguishing the obligations and liabilities of the Debenture Trustee or the Company in relation to any rights or interests of the Debenture Holders; (ii) limiting or restricting or waiving the provisions of the Act, regulations, circulars or guidelines issued by SEBI; and (iii) indemnifying the Debenture Trustee or the Company for loss or damage caused by their act of negligence or commission or omission.

1.15 FURTHER POWERS OF DEBENTURE TRUSTEE

In addition to the other powers hereby conferred on the Debenture Trustee and the provisions hereof for its protection and not by way of limitation or derogation of anything in the Debenture Trust Deed contained nor of any statute limiting the liability of the Debenture Trustee, it is expressly declared as follows:

(a) the Debenture Trustee may, in relation to the Debenture Trust Deed, act on the opinion or advice of or any information obtained from any solicitor, counsel, advocate, valuer, surveyor, broker, auctioneer, qualified accountant or other expert whether obtained by the Company or by the Debenture Trustee or otherwise;

(b) the Debenture Trustee shall be at liberty to accept a certificate signed by any one of the directors or authorised officers of the Company as to any act or matter *prima facie* within the knowledge of the Company as sufficient evidence thereof and a like certificate that any property or assets are in the opinion of the director or authorised officer so certifying worth a particular sum or suitable for the Company's purpose or business, as sufficient evidence that it is worth that sum or so suitable and a like certificate to the effect that any particular dealing or transaction or step or thing is in the opinion of the director or authorised officer so certifying expedient, as sufficient evidence that it is expedient;

(c) the Debenture Trustee shall be at liberty to keep the Debenture Trust Deed, the other Debenture Documents and all other related deeds at its office or if the Debenture Trustee so decides with any bank or company at whose business includes undertaking the safe custody of documents or with any firm of advocates or solicitors, and the Debenture Trustee may pay all sums required to be paid on account of or in respect of any such deposit;

(d) the duties and obligations of the Debenture Trustee as set forth in the Companies (Share Capital and Debentures) Rules, 2014 shall be deemed to be incorporated herein by reference;

(e) 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 the Debenture Holders for the Debentures; and

(f) the Debenture Trustee shall have the right to inspect the registers of the Company and make copies thereof.

ANNEXURE XXI: DETAILS OF ALLOTMENTS MADE SINCE INCEPTION

Details of allotment of the Company as on June 30, 2026

Date of Allotment	No. of Equity Shares	Face Value (in INR)	Issue Price (in INR)	Form of Consideration (Cash, other than cash etc.)	Cumulative		Remarks (if any)
					No. of equity shares	Equity Share Capital (in INR)	
02-Sep-08	2,100,000	10.00	10.00	Cash	2,100,000	21,000,000	N.A
26-May-09	1,063,077	10.00	10.00	Cash	3,163,077	31,630,770	N.A
26-Aug-09	5,316,906	10.00	10.00	Cash	8,479,983	84,799,830	N.A
26-Nov-09	3,048,000	10.00	10.75	Cash	11,527,983	115,279,830	N.A
13-Jan-10	598,321	10.00	10.75	Cash	12,126,304	121,263,040	N.A
30-Mar-10	5,587,772	10.00	11.20	Cash	17,714,076	177,140,760	N.A
09-Jul-10	5,878,491	10.00	11.54	Cash	23,592,567	235,925,670	N.A
17-Jul-10	1,011,983	10.00	11.54	Cash	24,604,550	246,045,500	N.A
10-Nov-10	3,053,449	10.00	12.23	Other than Cash	27,657,999	276,579,990	Conversion of CCD into equity
23-Nov-10	77,483,457	10.00	12.23	Cash	105,141,456	1,051,414,560	N.A
30-Nov-10	317,931	10.00	12.23	Cash	105,459,387	1,054,593,870	N.A
07-Jun-11	10,793,565	10.00	12.39	Cash	116,252,952	1,162,529,520	N.A
23-Jul-11	1,972,506	10.00	12.47	Cash	118,225,458	1,182,254,580	N.A
05-Aug-11	5,902,458	10.00	12.55	Cash	124,127,916	1,241,279,160	N.A
08-Oct-11	47,444,078	10.00	12.75	Cash	171,571,994	1,715,719,940	N.A
11-Jan-12	294,888	10.00	13.01	Cash	171,866,882	1,718,668,820	N.A
19-Jun-12	6,092,596	10.00	13.51	Cash	177,959,478	1,779,594,780	N.A
18-Jan-13	-8,121,459	10.00	14.20	Cash	169,838,019	1,698,380,190	Buyback of shares
05-Aug-13	62,382,365	10.00	14.37	Other than cash	232,220,384	2,322,203,840	Conversion of CCPS into equity
12-Sep-13	36,656,746	10.00	15.00	Cash	268,877,130	2,688,771,300	N.A
05-Mar-15	7,883,329	10.00	19.9	Cash	276,760,459	2,767,604,590	N.A
12-Jun-15	15,467,359	10.00	19.9	Cash	292,227,818	2,922,278,180	N.A
29-Mar-17	32,190,320	10.00	42.89	Cash	324,418,138	3,244,181,380	N.A
30-Nov-18	100,290,881	10.00	35.00	Other than cash	424,709,019	4,247,090,190	Conversion of CCDs to equity
20-Dec-18	96,248,878	10.00	95.49	Cash	520,957,897	5,209,578,970	N.A.
28-Jun-19	8,377	10.00	95.49	Cash	520,966,274	5,209,662,740	N.A.
11-Jul-19	17,956,088	10.00	95.49	Cash	538,922,362	5,389,223,620	N.A.

08-Nov-19	5,449,596	10.00	17.59	Other than cash	544,371,958	5,443,719,580	Conversion of CCPS into equity
08-Nov-19	198,705	10.00	17.68	Other than cash	544,570,663	5,445,706,630	Conversion of CCPS into equity
08-Nov-19	180,641	10.00	17.68	Other than cash	544,751,304	5,447,513,040	Conversion of CCPS into equity
08-Nov-19	729,904	10.00	17.51	Other than cash	545,481,208	5,454,812,080	Conversion of CCPS into equity
08-Nov-19	9,795,958	10.00	22.47	Other than cash	555,277,166	5,552,771,660	Conversion of CCPS into equity
08-Nov-19	1,851,000	10.00	22.47	Other than cash	557,128,166	5,571,281,660	Conversion of CCPS into equity
08-Nov-19	1,851,000	10.00	22.47	Other than cash	558,979,166	5,589,791,660	Conversion of CCPS into equity
19-Mar-20	57,315,400	10.00	101.87*	Cash	616,294,566	5,592,944,007	Issue of Partly Paid-Up Equity Shares
23-Apr-20	65,920,419	10.00	116.36	Cash	682,214,985	6,252,148,197	NA
29-Apr-20	15,029,262	10.00	116.36	Cash	697,244,247	6,402,440,817	NA
25-Jan-21	-	10.00	101.87**	Cash	697,244,247	6,415,509,856	First Call on partly paid-up shares
15-Feb-21	2,106,686	10.00	113.34	Cash	699,350,933	6,436,576,716	NA
Equity shares issued to employees on exercise of ESOP							
20-Sep-21	1,513,529	10.00	13.29	Cash	700,864,462	6,451,712,006	Issue of equity shares
20-Sep-21	248,106	10.00	43.90	Cash	701,112,568	6,454,193,066	Issue of equity shares
20-Sep-21	335,028	10.00	46.74	Cash	701,447,596	6,457,543,346	Issue of equity shares
20-Sep-21	9,087	10.00	62.21	Cash	701,456,683	6,457,634,216	Issue of equity shares
20-Sep-21	41,761	10.00	95.49	Cash	701,498,444	6,458,051,826	Issue of equity shares
20-Sep-21	1,490	10.00	113.34	Cash	701,499,934	6,458,066,726	Issue of equity shares
20-Sep-21	10,564	10.00	116.36	Cash	701,510,498	6,458,172,366	Issue of equity shares

22-Sep-21	49,390	10.00	43.90	Cash	701,559,888	6,458,666,266	Issue of equity shares
22-Sep-21	70,701	10.00	46.74	Cash	701,630,589	6,459,373,276	Issue of equity shares
Equity shares issued to Existing and New Investor							
23-Dec-21	9,718,712	10.00	209.75	Cash	711,349,301	6,556,560,396	Issue of equity shares
30-Dec-21	1,044,100	10.00	209.75	Cash	712,393,401	6,567,001,396	Issue of equity shares
Equity shares issued to employees on exercise of ESOP							
05-Dec-22	19,392	10.00	46.74	Cash	712,412,793	6,567,195,316	Issue of equity shares
05-Dec-22	5,808	10.00	95.49	Cash	712,418,601	6,567,253,396	Issue of equity shares
05-Dec-22	4,823	10.00	113.00	Cash	712,423,424	6,567,301,626	Issue of equity shares
05-Dec-22	7,528	10.00	116.36	Cash	712,430,952	6,567,376,906	Issue of equity shares
14-Feb-23	1,489	10.00	43.90	Cash	712,432,441	6,567,391,796	Issue of equity shares
14-Feb-23	1,218	10.00	46.74	Cash	712,433,659	6,567,403,976	Issue of equity shares
14-Feb-23	32,794	10.00	13.29	Cash	712,466,453	6,567,731,916	Issue of equity shares
14-Feb-23	1,689	10.00	95.49	Cash	712,468,142	6,567,748,806	Issue of equity shares
Equity shares issued to Existing and New Investor							
13- Apr-23	7,38,30, 443	10.00	259.18	Cash	78,62,98,585	7,30,60,53,236	Issue of equity shares
13- Apr-23	8,438,151	10.00	259.18	Cash	79,47,36,736	7,39,04,34,746	Issue of equity shares
Conversion of Share Warrants to Equity Shares							
25- Apr-23	46,000	10.00	113.34	Cash	79,47,82,736	7,39,08,94,746	Conversion of Share Warrants into Ordinary Equity Shares

05-May-23	5,86,539	10.00	113.34	Cash	79,53,69,275	7,39,67,60,136	Conversion of Share Warrants into Ordinary Equity Shares
Equity shares issued to employees on exercise of ESOP							
17-June-23	2,65,205	10.00	95.49	Cash	79,56,34,480	7,39,94,12,186	Issue of equity shares
17-June-23	1,43,004	10.00	13.29	Cash	79,57,77,484	7,40,08,42,226	Issue of equity shares
17-June-23	5,14,507	10.00	46.74	Cash	79,62,91,991	7,40,59,87,296	Issue of equity shares
17-June-23	23,038	10.00	43.90	Cash	79,63,15,029	7,40,62,17,676	Issue of equity shares
17-June-23	616844	10.00	46.74	Cash	79,69,31,873	7,41,23,86,116	Issue of equity shares
17-June-23	112450	10.00	116.36	Cash	79,70,44,323	7,41,35,10,616	Issue of equity shares
17-June-23	17650	10.00	113.34	Cash	79,70,61,973	7,41,36,87,116	Issue of equity shares
17-June-23	32700	10.00	212.80	Cash	79,70,94,673	7,41,40,14,116	Issue of equity shares
17-June-23	88079	10.00	113.00	Cash	79,71,82,752	7,41,48,94,906	Issue of equity shares
17-June-23	90000	10.00	100.00	Cash	79,72,72,752	7,41,57,94,906	Issue of equity shares
17-June-23	850,000	10.00	100.00	Cash	79,81,22,752	7,42,42,94,906	Issue of equity shares
17-June-23	30000	10.00	112.86	Cash	79,81,52,752	7,42,45,94,906	Issue of equity shares
Conversion of Share Warrants to Equity Shares							
17- Jun-23	25000	10.00	113.34	Cash	79,81,77,752	7,42,48,44,906	Conversion of Share Warrants into Ordinary Equity Shares
Equity shares issued to employees on exercise of ESOP							
7-Nov-23	1,177	10.00	212.80	Cash	79,81,78,929	7,42,48,56,676	

Conversion of Share Warrants to Equity Shares							
7-Nov-23	1,079	10.00	112.86	Cash	79,81,80,008	7,42,48,67,466	Conversion of Share Warrants into Ordinary Equity Shares
Equity shares issued to employees on exercise of ESOP							
01-April-24	1,38,350	10.00	13.29	Cash	79,83,18,358	7,42,62,50,966	Issue of equity shares
Reduction in paid-up share capital							
25-Sep-24	-5,56,93,262	-	-	-	74,26,25,096	7,42,62,50,960	Reduction in paid up share capital, by Rs. 6
Equity shares issued to employees on exercise of ESOP							
17-Oct-24	7,073	10.00	62.21	Cash	74,26,32,169	7,42,63,21,690	Issue of equity shares
Total					**74,26,32,169**	**7,42,63,21,690**	

**INR 0.56 per share paid-up*

***INR 2.32 per share paid-up*

ANNEXURE XXII: DETAILS OF DIRECTORS AND KEY MANAGERIAL PERSONNEL

a) Details of Board of Directors of the Company & their profile

Name of the Director	Designation	Brief profile of the Director
Mr. Shivashish Chatterjee	Managing Director	Mr. Shivashish Chatterjee is a 25+ years veteran of the international financial markets. Prior to his role with the Company, he was in charge of a proprietary trading operation at Citigroup Global Markets focusing on G7 interest rate and US securitized products. Prior to 2007, he was co-head of US Securitized Products Trading at Citigroup. He joined Citigroup (formerly, Salomon Brothers/Salomon Smith Barney) in 1996. He became a Managing Director at Citigroup in 2004. Mr. Chatterjee has an A.B. in Applied Mathematics from Harvard College.
Mr. Gurcharan Das	Non Executive Director & Chairman of the Board	Mr. Gurcharan Das was the CEO of Procter & Gamble India and Vice-President for Procter & Gamble Far East between 1985 and 1992. He was later Vice-President and Managing Director, Procter & Gamble Worldwide, responsible for global strategic planning. Prior to P&G. He was also the Chairman and Managing Director of Richardson Hindustan Limited from 1981 to 1985, the Company where he started as a trainee. At the end of 1994, after a 30-year career in six Countries, he took early retirement to become a full-time writer. He is the author of two international bestsellers.
Mr. Nipendar Kochhar	Non Executive Director	Mr. Nipendar Kochhar is a Chartered Accountant and a Senior Executive in Banking and financial services for more than 35 years of experience. His experience varies from various fields like building, revitalizing and strengthening bottom-line business profitability and growth, back and front office operations, finance and technologies. He served as a Managing Director, CEO, CFO, COO and SVP for financial service organizations such as Societe Generale, Citibank Zurich / New York, ABN Amro Bank, Singapore / Zurich and National Commercial Bank, Saudi Arabia.
Mr. Yuvraja Chanakya Singh	Non Executive Director	Yuvraja C. Singh brings over three decades of experience in finance to his role, with an expertise in fixed income structuring, trading, and risk management. He began his career in the risk management department at Commodities Corporation, a leading commodity and futures trading firm, now a part of Goldman Sachs. In 1995, Yuvraja Singh moved to Wall Street, trading mortgage-backed securities at Lehman Brothers and eventually running the firm's mortgage derivatives desk. In 2000, he took on a new challenge and followed his entrepreneurial passion, becoming partner at Compro Technologies, a small software development firm in India. In 2003,

		Yuvraja C. Singh returned to Wall Street and joined the Fixed Income Department at Citigroup, where as a Managing Director he oversaw the agency CMO fixed rate and IO/PO trading desks. Mr. Singh holds an A.B in Economics from Princeton University and has 25+ years' experience of the financial markets with an expertise in fixed income structuring, trading, and risk management.
Mr. Alfred Mendoza	Nominee Director	Mr. Alfred Mendoza has extensive experience in investment analysis and evaluation, portfolio management and acquisitions. He currently holds the position of Director at N.I.S Liechtenstein where he is a risk manager and oversees product development. He has completed his Bachelor of Arts in History from Amherst College followed by a Diploma in Business Studies from the London School of Economics. He holds a post-graduate degree in Master of Business Administration from the University of Chicago.
Ms. Naomi Koike Hauser	Nominee Director	Ms. Naomi Koike Hauser is an experienced Investor Relations Professional with an experience of more than 13 years. Ms. Koike holds an Associate Degree in Arts from a college in Tokyo, Japan, as well as a Postgraduate Certificate in Management and a Master of Business Administration degree from a university in Queensland, Australia.
Mr. Shuitsuro Komatsu	Nominee Director	Mr. Shuitsuro Komatsu is a Managing Director and Head of the Strategic Planning Department, Global Commercial Banking Planning Division at MUFG Bank, with over 20 years of experience in strategic planning, corporate banking, and global planning. He holds a degree in Bachelor of Law from University of Tokyo. In his current role based in Tokyo, he leads strategic initiatives and oversees key partner bank relationships, including Bank of Ayudhya, while driving group wide synergies. He previously served as Head of Planning at MUFG Bank Europe (Amsterdam), where he led business planning and restructuring initiatives across Europe. His experience also includes roles in global planning, regulatory engagement, and corporate banking, along with international exposure in the United States.
Mr. Tammir Amr	Non-Executive-Independent Director	Mr. Tammir Amr is presently serving as Director at Real estate investor and asset manager at Reinvest SA / Georgica Advisors GMBH, Zurich. Previously associated with Morgan Stanley Real Estate (MSRESS, MSREF) & JER International leading fiscal

		& property due diligence process on portfolios of CHF 20 - 800 MM and Sourced off market real estate divestitures and bank REO sales in Switzerland. At WTF Properties Limited/PSP Swiss Property AG, served as a Managing & MIFID II licensed asset manager responsible directly to Board of Directors on all aspects of the business. Began the real estate career as Asset Manager at the Boardsky Organisation and managed a $120 MM portfolio of foreclosed residential Manhattan real estate. He holds an MBA from INSEAD and a B.A. (Magna Cum Laude) from Amherst College.
Mr. Arjun Malhotra	Non-Executive-Independent Director	Mr. Arjun Malhotra is presently an Advisor in several start-ups in Technology, Education and Healthcare sector. He co-founded the HCL Group in 1975, which has grown to become one of India's largest information technology corporations. He is a Charter Member and Chairman of the Global Board of Trustees of The Indus Entrepreneurs (TiE), a non-profit network supporting over 10,000 members across 61 chapters in 13 countries. He has also served as the Chairman of the TiE Global Board, where he played a pivotal role in fostering global entrepreneurship through mentoring, networking, and education. He is Chairman at Magic Edtech in the education domain and Evolko Inc. in the healthcare ecosystem. He holds a B.Tech (Honors) degree in Electronics and Electrical Communication Engineering from the Indian Institute of Technology (IIT), Kharagpur, and has completed the Advanced Management Program at Harvard Business School, Harvard University, USA.
Ms. Meena Hemchandra	Non-Executive Director	Dr Meena Hemchandra is a career central banker with four decades of experience in the financial sector. She was Executive Director of Reserve Bank of India incharge of Supervision of Banks, Non-Banking Finance Companies and Cooperative Banks from June 2015 till her superannuation in November 2017. Her earlier experience includes treasury management, having headed the Department of External Investment and Operations (a department that manages the country's forex reserves) between 2005 and 2011. She also has expertise in Strategic Planning and in foreign exchange regulations, having worked in the Foreign Exchange Department at various points in her career. She has an in-depth understanding of corporate governance and corporate balance sheets, having worked in departments relating to large corporate finance, supervision over banks and from her long board tenures. She has strong skills in IT governance, having established the 'Standing Committee on Cyber Security in Banks' in RBI and being its first

		Chairperson. She oversaw the framing of RBI guidelines on cybersecurity in June 2016. She had also been the Principal of the Reserve Bank's College of Agricultural Banking, organising training courses in Agriculture and Rural Credit, Co-operative Banking, Financial Inclusion, Financial Literacy, etc. Her Board experience of over fifteen years includes Reserve Bank of India nominee directorship on the Boards of Union Bank of India, Canara Bank and ECGC. Post-retirement, she completed her full term as an Independent Director on the Board of Clearing Corporation of India Limited and was with Suryoday Small Finance Bank Limited for over three years. She advises on banking sector regulation, financial matters and cybersecurity/IT governance in banks. Currently, she is a Non-Executive Independent Chairperson at Karur Vysya Bank, an Independent Director on the Board of Triveni Engineering & Industries Limited, an Independent Director on the Board of Vedanta Limited and also has directorship in Unified Fintech Forum – Section 8 Company and an Independent Director in Home Credit India Finance Private Limited. Dr Meena Hemchandra holds a Bachelor of Arts (Economics) from Calcutta University, a Master of Arts (Economics) from Madurai Kamaraj University; PhD in Economics from Gokhale Institute of Politics and Economics, Pune (Thesis: ' An Early Warning Framework for Financial Stress'). Her executive education includes EDP on Advanced Risk Management from Wharton (USA), CFA (Chartered Financial Analyst) (India), CAIIB, Diploma in C++ Programming from CMC, and a 1-year PG programme (online) in Data Science and Business Analytics (University of Texas-Austin/Great Lakes Institute-Delhi)

b) Details of Key Management Personnel of the Company & their profile

Name of the Key Management Personnel	**Designation**	**Brief profile of the Key Management Personnel**
Mr. Shivashish Chatterjee	Managing Director	Mr. Shivashish Chatterjee is a 25+ years veteran of the international financial markets. Prior to his role with the Company, he was in charge of a proprietary trading operation at Citigroup Global Markets focusing on G7 interest rate and US securitized products. Prior to 2007, he was co-head of US Securitized Products Trading at Citigroup. He joined Citigroup (formerly, Salomon Brothers/Salomon Smith Barney) in 1996. He became a Managing Director at Citigroup in 2004. Mr. Chatterjee has an A.B. in

		Applied Mathematics from Harvard College.
Mr. Arindam Das	Chief Executive Officer	Mr. Arindam Das with over two decades of experience in Indian and global financial services, he has worked with leading institutions such as Citigroup, Capital First (now IDFC First Bank), and IIFL Finance. In addition to his corporate role, he is an angel investor and advisor, mentoring startups and students from his alma mater. Arindam holds a degree in Economics and an MBA from K J Somaiya, Mumbai.
Mr. Pratik Adatia	Chief Financial Officer	Mr. Pratik Adatia is a Chartered Accountant and has earned his MBA from the Indian Institute of Management, Indore. He brings over 23 years of experience in banking and financial services, with deep expertise in financial planning and analysis, reporting, controlling, taxation, regulatory liaison and audit.
Ms. Reena Jayara	Company Secretary	Ms. Reena Jayara is a qualified Company Secretary (2005 batch), a B.Com (Hons) Graduate from Delhi University and also holds a bachelor’s degree in law from CCS University. She has approx. 20 years of experience in corporate secretarial matters and has previously worked with prominent organizations such as Religare Enterprises, Bizarre Retail Holdings and Mangalam Ventures.