ISIN: INE296G07325

SECTION 6: KEY TERMS OF THE ISSUE

DESCRIPTION	PARTICULARS
Security Name (Name of the non-convertible securities which includes (Coupon/dividend, Issuer Name and maturity year) e.g. 8.70% XXX 2015.	MCSL NCD 9.25% AUG 2029
Issuer/Company	Muthoot Capital Services Limited ("**MCSL**")
Promoter	Promoter Group along with the family members
Type of Instrument	Senior, secured, rated, listed, redeemable, taxable, transferrable, non-convertible debentures.
Debenture Trustee	Vardhman Trusteeship Private Limited
Rating Agency	CRISIL
Rating	CRISIL AA-/Stable
Nature of Instrument	Secured
Total Issuance Size	INR 100,00,00,000 (Indian Rupees One Hundred Crore)
Base Issue	INR 100,00,00,000 (Indian Rupees One Hundred Crore)
Green Shoe	NIL
Seniority	Senior
Mode of Issue	Private Placement
Face value	INR 10,000 (Indian Rupees Ten Thousand Only)
Minimum subscription Size	1000 Debentures bearing face value of Rs. 10,000/- each and in multiples of 1 Debenture(s) thereafter.
Coupon	9.25% (nine decimal two five percent) Subject to the sub-section named "*Step Up/Step Down Coupon Rate*" below, the interest on the Debentures shall accrue at the Interest Rate, and shall be payable by the Issuer to the Debenture Holders on the Interest Payment Dates.
Coupon Frequency	Monthly
Principal Repayment Frequency	Bullet
Tenor	36 months
Step Up/Step Down Coupon Rate	In the event, credit rating of the Debentures/Issuer is downgraded from the current rating of "CRISIL AA-/Stable" ("**Rating**") at any point of time during the tenor of the Debentures, the Coupon Rate shall increase by 0.25% (zero decimal twenty-five percent) for each downgrade of 1 (one) notch from the rating of the Debentures and/or Issuer ("**Step Up Rate**"). Such increased rate of interest shall be applicable from the date of such downgrade ("**Step Up**"). Following the Step Up until the rating of the Debentures and/or Issuer is restored to the Rating, if the rating of the Debentures and/or the Issuer is upgraded, the prevailing Step Up Rate shall be decreased by 0.25% (zero decimal twenty-five percent) for each upgrade of 1 (one) notch

	from the rating of the Debentures and/or the Issuer (until the rating of the Debentures and/or the Issuer is restored to the Rating (as the case may be)) and such decreased rate of interest shall be applicable from the date of such upgrade. PROVIDED THAT the decreased rate of interest in accordance with this provision cannot, in any case, be lower than the Coupon Rate as on the Deemed Date of Allotment. In case the Issuer has obtained rating in relation to the Debentures and/or the Issuer from more than one rating agency, the lowest rating issued by the rating agency in relation to the Debentures and/or the Issuer shall be considered for the purpose of increase in the Coupon Rate.
Seniority	Senior
Registrar & Transfer Agent	Integrated Registry Management Services Private Limited
Depository	NSDL & CDSL
Issuance mode	Dematerialized, Private Placement
Trading mode	Dematerialized
Settlement mode	RTGS / NEFT
Listing	(a) The Issuer shall submit all duly completed documents to the Stock Exchange, SEBI, ROC or any other Governmental Authority, as are required under Applicable Law and obtain the listing of the Debentures within the timelines prescribed under the SEBI Listing Timelines Requirements (being on or prior to the expiry of 3 (three) Business Days from the "Issue Closing Date" set out in the Disclosure Documents) ("**Listing Period**"). (b) The Issuer shall ensure that the Debentures continue to be listed (in accordance with the SEBI NCS Regulations and other Applicable Law) on the wholesale debt market segment of the Stock Exchange. (c) In the event there is any delay in listing of the Debentures beyond the Listing Period, the Issuer will pay to the Debenture Holder(s), penal interest of 1% (one percent) per annum over the Interest Rate, from the date of allotment of the Debentures until the listing of the Debentures is completed and will be permitted to utilise the proceeds of the Debentures only after receiving the final listing approval from the Stock Exchange. (d) In the event, the Debentures are not listed on the Stock Exchange within the time period stipulated herein above, the Issuer shall, remit the subscription monies back to the account of the applicant / initial Debenture Holder along with the penal interest referred above (without any cure period). (e) The Issuer shall comply with all covenants, undertakings and requirements set out in Section 7.7 (*Listing and Monitoring Requirements*) of this Key Information Document.

Business Day Convention	If any Due Date on which any interest or additional interest is payable falls on a day which is not a Business Day, the payment to be made on such Due Date shall be made on the immediately succeeding Business Day. If any Due Date on which any Outstanding Principal Amounts are payable falls on a day which is not a Business Day, the payment to be made on such Due Date shall be made on the immediately preceding Business Day If the Final Redemption Date and principal payment dates of the Debenture falls on a day which is not a Business Day, the payment of any amounts in respect of the Outstanding Principal Amounts (including the last Coupon payment) to be made shall be made on the immediately preceding Business Day.
Record Date	The Record Date shall be 15 (fifteen) Calendar days prior to each coupon payment date / redemption date
End Use	The funds raised by the Issue shall be utilized by the Issuer for the following purposes ("**Purpose**"): (a) general corporate purposes; (b) for the ordinary course of business of the Issuer including repayment/re-financing of Financial Indebtedness availed by the Issuer from banks and non-banking financial companies (other than any Related Party of the Issuer). Provided that no part of the proceeds shall be utilized directly/indirectly towards the following*:* (a) any capital market instrument such as equity, debt, debt linked, and equity linked instruments or any other capital market related activities (whether directly or indirectly); (b) any speculative purposes; (c) investment in the real estate sector/real estate business (including the acquisition/purchase of land); (d) in contravention of Applicable Law (including without limitation, any guidelines, rules or regulations of the RBI and SEBI); and (e) any purpose, that is not eligible for the providing of financing by banks to non-banking financial companies for bank finance to non-banking financial companies, or, which results in a breach of the master direction bearing reference no DOR.CRE.REC.73/07-01-001/2025-26 dated November 28, 2025 issued by the RBI on *"Reserve Bank of India (Commercial Banks – Credit Facilities) Directions, 2025"*.

	Further, no part of the proceeds of issuance of Debentures shall be utilized directly/indirectly towards capital markets (debt and equity), land acquisition or usages that are restricted for bank financing.
Issue price	At par
Security	(a) For the consideration aforesaid and as a continuing Security Interest for the due observance, performance and discharge by the Issuer of the Secured Obligations, the Issuer as the sole, legal and / or beneficial owner of the Hypothecated Assets: (i) From the Deemed Date of Allotment until the expiry of the Initial Period hereby, on a first ranking, *pari passu* basis, hypothecates and charges unto the Debenture Trustee (in trust for the benefit of the Debenture Holders) by way of continuing Security interest all right, title, interest, benefits, claims and demands whatsoever of the Issuer, in, to, or in respect of the Residual Assets. (ii) The value of the Residual Assets shall, at all times, commencing from the Deemed Date of Allotment and until the expiry of the Initial Period shall be at least 1.10x (one decimal one zero times) the value of Outstanding Amounts payable in respect of the Debentures under the Transaction Documents and the value of the Hypothecated Receivables from the expiry of the Initial Period till the Final Settlement Date shall be at least 1.10x (one decimal one zero times) the value of the Outstanding Amounts payable in respect of the Debentures under the Transaction Documents. (assets mentioned under (i) and (ii) above are collectively referred to as the **"Hypothecated Assets"**) (iii) From the expiry of the Initial Period till the Final Settlement Date, hereby on a first ranking *pari passu* basis, hypothecates and charges unto the Debenture Trustee (in trust for the benefit of the Debenture Holders) by way of continuing Security Interest all right, title, interest, benefits, claims and demands whatsoever of the Issuer, in, to, or in respect of the Receivables which provide the Security Cover and as are more particularly set out in Schedule II (*Details of Hypothecated Assets*) including by way of providing Hypothecated Asset Report, both present and future**,** in accordance with the Transaction Documents and shall be be deemed to include any other Receivables provided as additional security or where applicable, as replacement or substitute security in accordance with Clause 5 (*Maintenance of Security Cover*) of the Deed of Hypothecation ("**Hypothecated Receivables**").

	(b) The Issuer shall create the Security Interest over the Hypothecated Assets and perfect such Security Interest by filing Form CHG-9 with the ROC and by ensuring and procuring that the Debenture Trustee files Form I with CERSAI in respect thereof and completing all required filings with the relevant information utility, within the time period prescribed in the Deed of Hypothecation. (c) Issuer's failure to create and perfect Security Interest in terms of the Deed of Hypothecation shall attract 2% (two percent) additional interest over the Coupon Rate computed on the entire obligations, outstanding on the Debentures, for the period commencing from the date of the default and expiring on the date on which the default ceases or has been remedied or waived. (d) The underlying Hypothecated Assets provided as security should meet the below criteria ("**Eligibility Criteria**"): (i) All applicable "know your customer" requirements prescribed by the RBI have been complied with; (ii) Each Loan should have been originated by the Issuer in its ordinary course of business; (iii) The Receivables have not been restructured or rescheduled and are current; (iv) Each Loan must satisfy the Issuer's credit and underwriting policies, including credit referencing agency checks where commonly used; (v) Each Loan must be directly originated by the Issuer and not loans purchased from a third party; (vi) Each Loan shall be standard i.e. less than 90 days past due on the books of Issuer; (vii) Loans shall not have been provided to individuals who have had a history of late payments or overdues; (viii) If multiple Loans are extended to the same Obligor / group of Obligors, the Hypothecated Assets should include all such Loan; (ix) No Loan shall be classified as a "non performing asset";

	(x) All Hypothecated Assets under the Deed of Hypothecation comply with RBI norms and guidelines and; (xi) All Loans should have a CIBIL score of 600 (six hundred) or should be new to credit. (e) While the Debentures are secured to the extent of 110% (one hundred and ten) per cent of the Outstanding Amounts, in favour of Debenture Trustee, it is the duty of the Debenture Trustee to monitor that the Security Cover is maintained. (f) The Issuer shall replace any Receivables that do not comply with the Eligibility Criteria specified above and/or top-up with additional Receivables in case Security Cover is not being met within 30 (thirty) calendar days of such breach in compliance. The Security Interest on the Hypothecated Assets with ROC shall be modified within 30 (thirty) calendar days from end of month] in which Security Interest over the replaced Receivables is created. (g) Receivables which do not meet the Eligibility Criteria shall be removed. (h) The Security Interest created over the Hypothecated Assets shall be a continuing Security Interest; and (i) The Loans comprising the Hypothecated Assets shall fulfil the Eligibility Criteria.
Maturity Date	24th August 2029
Put Option Date	Not Applicable
Call Option Date	Not Applicable
Put Notification Time	Not Applicable
Call Notification Time	Not Applicable
Day count basis	Actual/Actual
Redemption Date	24th August 2029
Issue Open Date	21st August 2026
Issue Close Date	21st August 2026
Accelerated/ Mandatory Early Redemption	Subject to Applicable Law, on the occurrence of any or all of the following events, and if required by the Debenture Holders (by way of consent of Majority Debenture Holders), the Issuer shall redeem the outstanding Debentures in full together with accrued interest, and all other amounts accrued thereto without any premature redemption penalty whereupon such demand being made, all such Outstanding Amounts will become due and payable within a period of 30 (thirty) calendar days:

	(a) Upon occurrence of a breach of any of the Financial Covenants; and / or (b) Upon occurrence of a breach in any of the Reporting Covenants; and / or (a) Upon the rating of the Debentures being downgraded and/or assigned to or below "A" from any of the credit rating agencies, in each case, if the same is not cured within 45 (forty five) calendar days from the date of occurrence of such breach. (sub-clauses (a), (b) and (c) shall be collectively referred to as "**Mandatory Redemption Events**" and "**Mandatory Redemption Event**" shall mean any one of them as applicable) It is hereby clarified that failure to redeem the Debentures within 30 (thirty) calendar days from the expiry of the cure period stipulated above shall be considered an Event of Default. The Majority Debenture Holders will have the right to waive the occurrence of a Mandatory Redemption Event.
Default Interest Rate	If, at any time, there occurs a Payment Default, the Issuer agrees to pay additional interest at 2% (Two percent) per annum over the applicable Interest Rate in respect of the Debentures on the Outstanding Principal Amounts from the date of the occurrence of any Payment Default until such Payment Default is cured or the Secured Obligations are repaid (whichever is earlier). Such amounts shall be determined separately with reference to the abovementioned incremental rate and paid in addition to the interest payable on the Debentures on the next occurring Due Date.
Interest on application money	Interest at the Coupon Rate (subject to Tax deduction under the Applicable Law or any other statutory modification or re-enactment thereof, if applicable) will be paid to the Applicants on the Application Monies for the Debentures for the period starting from and including the date of realization of Application Monies in Issuer's bank account as specified in the Key Information Document (**"Pay-In Date"**), up to 1 (one) calendar day prior to the Deemed Date of Allotment for all valid applications within such timelines as agreed by the Parties; and Where Pay-in Date and Deemed Date of Allotment fall on the same date, no interest on Application Monies is to be paid to the Applicants
Transaction documents	The Issuer shall execute (including but not limited to the following) documents, as required: (a) the Debenture Trust Deed; (b) the Debenture Trustee Appointment Agreement;

	(c) the Deed of Hypothecation; (d) the Power of Attorney; (e) the Debenture Trustee consent letter; (f) General Information Document; (g) Key Information Document and Form PAS 4; (h) Deed of hypothecation (including any amendments duly executed thereto); (i) Rating agreement with the aforesaid Rating Agency(ies) with respect to this Issuance; (j) Tripartite agreements with the Depository(ies) and Registrar & Transfer Agent; (k) Any other documents as may be agreed between the Issuer and Debenture Trustee; and (l) Other documents as maybe required.
Conditions Precedent	The Issuer shall fulfil the following Conditions Precedent in the format prescribed by the Debenture Trustee and submit Conditions Precedent documentation where applicable to the Debenture Trustee, prior to the Pay in Date for the Debentures: (a) a copy of the Issuer's Constitutional Documents certified as correct, complete and in full force and effect by an authorised person of the Issuer; (b) copies of the authorisations, approvals and licenses (governmental or otherwise) received by the Issuer from the RBI or any other Governmental Authority in relation to (i) the business of the Issuer, and (ii) the execution, delivery and performance of the Issuer's obligations under the Transaction Documents (if any); (c) a copy of resolution of the Board of Directors / committee of the Board of Directors authorising the execution, delivery and performance of the Transaction Documents certified as correct, complete and in full force and effect by an appropriate officer of the Issuer together with (as applicable) a copy of form MGT-14 in accordance with the Companies (Prospectus and Allotment of Securities) Rules, 2014; (d) (to the extent applicable) copies of the resolution of the shareholders of the Issuer under Section 42 of the Act, certified

	as correct and in full force and effect by an authorised person of the Issuer; (e) a copy of the resolution of the shareholders of the Issuer in accordance with Section 180(1)(c) of the Companies Act approving the borrowing contemplated under the Transaction Documents certified as correct, complete and in full force and effect by an authorised person of the Issuer; and (f) a copy of the resolution of the shareholders of the Issuer in accordance with Section 180(1)(a) of the Companies Act approving the creation of Security Interest created over the Security in accordance with the terms of the Transaction Documents certified as correct, complete and in full force and effect by an authorised person of the Issuer. **TRANSACTION DOCUMENTS** (g) execution, delivery and stamping of the Transaction Documents (including the Disclosure Document) in a form and manner satisfactory to the Debenture Trustee; (h) The Issuer shall have circulated the General Information Document and Key Information Document for the issue of the Debentures; and (i) The Issuer shall have uploaded the relevant Key Information Document for the issue of the Debentures and Form PAS-4 on the electronic book provider platform within the timelines set out under Applicable Law. **CERTIFICATES AND CONFIRMATIONS** (j) A copy of the press release issued by the Rating Agency along with the credit rating letter providing a credit rating to the Debentures along with the rating rationale/credit opinion; (k) a copy of the consent from the Debenture Trustee to act as the debenture trustee for the issue of Debentures; (l) a copy of the consent from the Registrar to act as the registrar and transfer agent for the issue of Debentures; and (m) a copy of the tripartite agreement(s) executed between the Issuer, the Registrar and the relevant Depository. **OTHERS** (n) the audited financial statements of the Issuer for the Financial Year ended March 31, 2026 or audited financial half year;

	(o) evidence that all 'know your customer' requirements to the satisfaction of the Debenture Trustee/the Applicants has been provided; (p) Evidence of application to the existing lenders of the Issuer for procurement of no-objection certificate for creating the *pari passu* Security Interest in favour of the Debenture Trustee over the Hypothecated Assets; (q) Execution of the Transaction Documents in form and manner satisfactory to the Debenture Trustee; (r) a certificate from the authorised signatories of the Issuer addressed to the Debenture Trustee confirming as on the Deemed Date of Allotment/the date of the certificate, *inter alia*: (i) the details of the persons authorised to sign the Transaction Documents and any document to be delivered under or in connection therewith, on behalf of the Issuer, together with the names, titles and specimen signatures of such authorised signatories; (ii) the Issuer has the necessary power under the Constitutional Documents to borrow amounts by way of the issuance of the Debentures and create the Security Interest created over the Security to secure such Debentures; (iii) the issuance of the Debentures and the creation of security over the Hypothecated Assets will not cause any limit, including any borrowing or security providing limit binding on the Issuer to be exceeded; (iv) other than the consents of the persons that have provided the existing Financial Indebtedness, no other consents and approvals are required by the Issuer from its creditors or any Governmental Authority or any other person for the issuance of the Debentures and creation of Security Interest under the Deed of Hypothecation; (v) the representations and warranties contained in the Transaction Documents are true and correct in all respects; (vi) no Event of Default or potential Event of Default has occurred or is subsisting; (vii) no Material Adverse Effect has occurred;

	(viii) no investor or shareholder consent/approval, pursuant to the articles of association of the Issuer or any shareholders' agreements or other documents/instruments entered into by the Issuer and its shareholders and investors, is required for the Issuer to enter into or perform its obligations under the Transaction Documents; (ix) the issuance of the Debentures is within the limits authorised by the Board of Directors / committee of the Board of Directors and/or shareholders of the Issuer. The aforementioned authorisations are valid, binding and subsisting and have not been rescinded; (x) the issuance of the Debentures and the transactions contemplated herein will not have any Material Adverse Effect on the rights of the shareholders or investors of the Issuer; and (xi) all fees, costs and expenses due from the Issuer pursuant to the DTD has been paid or will be paid; (s) a copy of the in-principle approval provided by the BSE in respect of the General Information Document; (t) copies of the due diligence certificates from the Debenture Trustee in accordance with Chapter II (*Due Diligence by Debenture Trustees*) of the SEBI Debenture Trustees Master Circular and the SEBI NCS Regulations; (u) a copy of the International Securities Identification Number ("**ISIN**") in respect of the Debentures; (v) if so required, copies of the reports and declarations of the Issuer in respect of environmental, social, and governance ("**ESG**") related requirements, in the form and manner prescribed by the prescribed by the Debenture Holders/Debenture Trustee; and (w) The Issuer shall have complied with all the provisions of the SEBI Debenture Trustees Master Circular in relation to compliance with distributed ledger technology requirements; (x) Payment of all fees and stamp duty under the Transaction Documents executed is done to the satisfaction of the Debenture Trustee; and (y) such other information, documents, certificates, opinions and instruments as the Debenture Holders/Debenture Trustee may reasonably request

Conditions Subsequent	The Company shall fulfil the following conditions subsequent, to the satisfaction of the Debenture Trustee, pursuant to the Deemed Date of Allotment: (a) the Issuer shall ensure that the Debentures are allotted to the respective Debenture Holders and are credited into the demat accounts of the relevant Debenture Holders on the Deemed Date or Allotment or within 2 (Two) Business Days from the Deemed Date of Allotment; (b) the Issuer shall, on or prior to the utilisation of the Application Money received by the Issuer, or within 15 (fifteen) calendar days from the Deemed Date of Allotment of the Debentures, whichever is earlier, file a return of allotment of securities under Form PAS-3 of the Companies (Prospectus and Allotment of Securities) Rules, 2014 with the ROC along with a list of the Debenture Holders and with the prescribed fee; (c) Within 3 (Three) Business Days from the date of closing of the Issue, the Issuer shall list the Debentures on the BSE and obtain the listing approval from the BSE; (d) the Issuer shall maintain and file a copy of Form PAS-5 in accordance with the Companies (Prospectus and Allotment of Securities) Rules, 2014 in respect of the issue of the Debentures and within 7 (seven) Business Days from the Deemed Date of Allotment provide a copy of filed Form PAS-5; (e) the Issuer shall in respect of the Security, file Form CHG-9 with the ROC within 30 (thirty) calendar days from the date of creation of the Security Interest created over the Hypothecated Assets and shall ensure and procure that the Debenture Trustee files the prescribed Form I with CERSAI and completes all required filings with the relevant information utility within the timelines specified in the Deed of Hypothecation; (f) The Issuer shall submit requisite documents pertaining to the Security Interest created over the Security within 60 (Sixty) Calendar days from the date of execution of Deed of Hypothecation; (g) the Issuer shall ensure compliance with SEBI / Companies Act, 2013 (as applicable) for issuance of Debentures; (h) the Issuer shall within, 60 (sixty) calendar days from the Deemed Date of Allotment, furnish a certificate duly certified by the statutory auditor of the Company in respect of the utilisation of funds raised by the issue of the Debentures; (z) the Issuer shall, within 90 (ninety) calendar days from the

	Deemed Date of Allotment, furnish the no-objection certificates issued by the existing lenders of the Issuer for creating the *pari passu* Security Interest in favour of the Debenture Trustee over the Hypothecated Assets; (i) (if so required) the Issuer shall within 90 (ninety) calendar days from the Deemed Date of Allotment, provide copies of the no-objection certificates/pari passu letters provided by persons that have provided the Existing Financial Indebtedness in relation to the issuance of Debentures and the creation of Security Interest on or prior to the Deemed Date of Allotment; (j) the Issuer shall on or prior to making the application for listing, provide copies of the due diligence certificates from the Debenture Trustee in accordance with Chapter II (*Due Diligence by Debenture Trustees*) of the SEBI Debenture Trustees Master Circular and the SEBI NCS Regulations, as may be required for obtaining the listing of the Debentures; (k) the Issuer shall provide a certified true copy of the resolution of the Issuer's Board of Directors / committee of the Board of Directors for the allotment of the Debentures, within 1 (one) Business Day from the Deemed Date of Allotment, together with evidence of the payment of the stamp duty in respect of the Debentures; and (l) comply with such other condition and provide such other information and documents as the Debenture Holders/Debenture Trustee may reasonably request, or as may be required under Applicable Law, or as may be provided under the Transaction Documents.
Events of Default	As per Section 7.6(h) (*Events of Default*) of this Key Information Document.
Mandatory Redemption Event	Subject to Applicable Law, on the occurrence of any or all of the following events, and if required by the Debenture Holders (by way of consent of Majority Debenture Holders), the Issuer shall redeem the outstanding Debentures in full together with accrued interest, and all other amounts accrued thereto without any premature redemption penalty whereupon such demand being made, all such Outstanding Amounts will become due and payable within a period of 30 (thirty) calendar days: (c) Upon occurrence of a breach of any of the Financial Covenants; and / or (d) Upon occurrence of a breach in any of the Reporting Covenants; and / or

	(b) Upon the rating of the Debentures being downgraded and/or assigned to or below "A" from any of the credit rating agencies, in each case, if the same is not cured within 45 (forty five) calendar days from the date of occurrence of such breach. (sub-clauses (a), (b) and (c) shall be collectively referred to as "**Mandatory Redemption Events**" and "**Mandatory Redemption Event**" shall mean any one of them as applicable) It is hereby clarified that failure to redeem the Debentures within 30 (thirty) calendar days from the expiry of the cure period stipulated above shall be considered an Event of Default. The Majority Debenture Holders will have the right to waive the occurrence of a Mandatory Redemption Event.
Consequences of Event of Default	As per Section 7.6(a) (*Consequences of Event of Default*) of this Key Information Document.
Reporting Covenants	As per Section 7.3 (*Reporting Covenants*) of this Key Information Document.
Financial Covenants	As per Section 7.2 (*Financial Covenants*) of this Key Information Document.
Affirmative Covenants	As per Section 7.4 (*Affirmative Covenants*) of this Key Information Document.
Negative Covenants	As per Section 7.5 (*Negative Covenants*) of this Key Information Document.
Representations & Warranties	As per Section 7.1 (*Representation and Warranties*) of this Key Information Document.
Governing Law & Jurisdiction	The Transaction Documents shall be governed by and construed in accordance with Indian laws. The Issuer irrevocably agrees that the competent courts and tribunals of Mumbai, India shall have exclusive jurisdiction to settle any dispute arising out of or in connection with the Transaction Documents (including any dispute relating to any non-contractual obligation arising from or in connection with the Transaction Documents and any dispute regarding the existence, validity or termination of the Transaction Documents) and the Issuer hereby submits to the same.
Creation of Recovery Expense Fund	(a) The Issuer hereby undertakes and confirms that, if so required under Applicable Law, it shall, within the time period prescribed under Chapter IV (*Recovery Expenses Fund*) of the SEBI Debenture Trustees Master Circular read with the Recovery Expense Fund Circular, establish, maintain and utilize the Recovery Expense Fund in such manner/mode as is prescribed under Chapter IV (*Recovery Expenses Fund*) of the SEBI Debenture Trustees Master Circular read with the Recovery Expense Fund Circular, to enable the Debenture Trustee to take prompt action in relation to the enforcement of the security

	under the Transaction Documents; (b) The Issuer shall deposit cash or cash equivalents including bank guarantees towards the contribution to Recovery Expense Fund with the Stock Exchange and submit relevant documents evidencing the same to the Debenture Trustee from time to time; (c) The Issuer shall ensure that any bank guarantees provided in respect of the Recovery Expense Fund shall remain valid for a period of 6 (six) months following the maturity date of the Debentures. The Issuer shall keep the bank guarantees in force and renew the bank guarantees at least 7 (seven) Business Days before its expiry, failing which the Stock Exchange may invoke such bank guarantee; (d) The Debenture Trustee shall use the Recovery Expense Fund as per Applicable Laws, and more particularly, the SEBI Debenture Trustees Master Circular, read with the Recovery Expense Fund Circular; and (e) The balance in the Recovery Expense Fund shall be refunded to the Issuer as per Applicable Laws, and more particularly, the SEBI Debenture Trustees Master Circular, read with the Recovery Expense Fund Circular.
Provisions related to cross default	The Issuer: (a) defaults in any payment of any Financial Indebtedness in excess of INR 10,00,00,000 (Indian Rupees Ten Crore) and an event of default is declared by the relevant financial creditor in respect of such Financial Indebtedness, defaults in the observance or performance of any agreement or condition relating to any Financial Indebtedness or contained in any instrument or agreement evidencing, securing or relating thereto or any other event shall occur or condition exist, the effect of which default or other event or condition is to cause or to permit the holder or holders of such Financial Indebtedness to cause (determined without regard to whether any notice is required) any such Financial Indebtedness to become due prior to its stated maturity, and such Financial Indebtedness of the Issuer is declared to be due and payable; (b) Payment acceleration in any other Financial Indebtedness, by whatever name called whether as a result of an event of default or breach of any covenants under relevant financing documents; (c) Any Financial Indebtedness of the Issuer shall be declared to be due and payable, or required to be prepaid other than by a regularly scheduled required prepayment, prior to the stated maturity thereof and;

	(d) Any commitment for any Financial Indebtedness of the Issuer is cancelled or suspended by any creditor of the Issuer, as a result of an event of default or breach/default of any covenants/conditions, by whatever name called.
Roles and Responsibilities of the Debenture Trustee	To oversee and monitor the overall transaction for and on behalf of the Debenture Holder(s), as per the terms of the Transaction Documents.
Risk Factors	As per Section 3 (*Risk Factors*) of this Key Information Document.
Transaction Costs	All costs and expenses arising out of the issuance of the Debentures (including but not limited to any amounts payable under Applicable Law) as stamp duty or differential stamp duty or registration fees or any other duties, Taxes, fees, penalties or other charges payable on the issuance of the Debentures or on any Transaction Documents as all costs and expenses arising out of the negotiation, preparation and execution of the Transaction Documents or any other agreement, document or other writings executed pursuant to the provisions of the Transaction Documents, all costs and expenses borne by the Debenture Holder(s) in relation to appointment of legal counsel, valuers and auditors / consultants, including Debenture Trustee's fees, listing fees, rating fees, valuation fees, any other reasonable transaction related expense incurred by the Debenture Holders and stamping and registration in relation to all Transaction Documents shall be solely borne by the Issuer and the Issuer shall reimburse to the Debenture Trustee and/or Debenture Holders (upon a demand being made in this regard) any amounts expended by the Debenture Trustee and/or Debenture Holders in this behalf. Further, the Issuer shall reimburse all expenses payable by the Debenture Trustee in relation to the Transaction Documents within 7 (seven) Business Days of demand by the Debenture Trustee. All payments of charges / fees and any amounts payable under the Transaction Documents by the Issuer does not include any applicable Taxes, and all such impositions shall be borne by the Issuer additionally.
Eligible investors	The following categories of investors, when specifically approached, are eligible to apply for this private placement of Debentures • Individuals • Hindu Undivided Family • Trust • Limited Liability Partnerships • Partnership Firm(s) • Portfolio Managers registered with SEBI • Association of Persons • Companies and Bodies Corporate including Public Sector Undertakings. • Commercial Banks • Regional Rural Banks • Financial Institutions • Insurance Companies • Mutual Funds • FPIs /FIIs, /sub-accounts of FIIs • Any other investor eligible to invest in these Debentures

Note: