3. While the debt securities are secured to the extent of hundred per cent of the amount of principal and interest amount or as per the terms of this Key Information Document, in favour of Debenture Trustee, it is the duty of the Debenture Trustee to monitor that the security is maintained.

4. The Issuer shall provide granular disclosures in this 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".

B. ***Series B Debentures***

The provisions set out in this Section 3.37(A) are applicable only in respect of the Series B Debentures, and all terms and provisions shall be construed accordingly. For the purposes of this Section 3.37(B), all references to the "Debentures" shall be construed as a reference to the "Series B Debentures".

Security Name (Name of the non-convertible securities which includes Coupon / dividend, Issuer Name and maturity year)	10.5% SECURED RATED LISTED REEDEMABLE NON CONVERTIBLE DEBENTURE SERIES B DATE OF MATURITY 02/09/2029
Issuer	Laxmi India Finance Limited (Formerly Laxmi India Finance Private Limited)
Type of Instrument	Rated, listed, unsubordinated, secured, transferable, redeemable, non-convertible debentures
Nature of Instrument (Secured or Unsecured)	Secured
Seniority (Senior or subordinated)	Unsubordinated
Eligible Investors	Please refer Section 7.14 (*Eligible Investors*) of the General Information Document.
Listing (name of stock Exchange(s) where it will be listed and timeline for listing)	(a) The Issuer shall submit all duly completed documents to the BSE, SEBI, the 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 ("**Listing Period**"). (b) The Issuer shall ensure that the Debentures continue to be listed on the wholesale debt market segment of the BSE. (c) In the event there is any delay in listing of the Debentures beyond the Listing Period, the Issuer will pay to the Debenture Holders, 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.

Rating of Instrument	Acuite A (pronounced as "Acuite A")
Issue Size	Upto 30,000 (thirty thousand) rated, listed, unsubordinated, secured, transferable, redeemable, non-convertible debentures denominated in INR, having a face value of INR 10,000 (Indian Rupees Ten Thousand) each and an aggregate nominal value of INR 30,00,00,000 (Indian Rupees Thirty Crore).
Minimum subscription	As set out in the General Information Document.
Option to retain oversubscription (Amount)	N.A.
Objects of the Issue / Purpose for which there is requirement of funds	100% (one hundred percent) of the issue proceeds will be utilized by the Issuer for the purposes of onward lending in accordance with the board approved policy of the Company (i.e., secured lending).
In case the issuer is an NBFC and the objects of the issue entail loan to any entity who is a 'group company' then disclosures shall be made in the following format:	Not Applicable. The proceeds raised from the Issue will be used solely for the Purpose.
Details of the utilization of the Proceeds	100% (one hundred percent) of the issue proceeds will be utilized by the Issuer for the purposes of onward lending in accordance with the board approved policy of the Company (i.e., secured lending).
Coupon Rate	10.50% (ten decimal five zero percent) per annum payable monthly (fixed), on the Interest Payment Dates
Step Up/ Step Down Coupon Rate	(a) If, at any time until the Final Redemption Date, (i) the Rating Agency downgrades the rating of the Debentures below the Rating, and/or (ii) any rating agency (other than the Rating Agency) downgrades the rating of the Debentures by 1 (one) notch or more below "A-" (being the rating that is 1 (one) notch below the current rating of "Acuite A" (pronounced as "Acuite A" with 'stable' outlook")) ("**Reference Rating**"), the Interest Rate shall be increased by 0.50% (zero decimal five zero percent) for each downgrade of 1 (one) notch below the Rating by the Rating Agency and/or the Reference Rating by any rating agency (other than that the Rating Agency) (as the case may be) ("**Step Up Rate**"), and such increased Interest Rate shall be applicable on the Outstanding Principal Amounts from the date of such downgrade. Step Up, in accordance with this sub-Clause (a) shall not require any notice, intimation or action by or on behalf of the Debenture Trustee or the Debenture Holders. (b) Following any Step Up, until the Rating Agency restores the rating of the Debentures to the Rating and/or the relevant rating agency restores the rating of the Debentures to the Reference Rating, if the rating of the

	Debentures is upgraded by the Rating Agency and/or the relevant rating agency (other than the Rating Agency) (as the case may be), the prevailing Step Up Rate shall be decreased by 0.50% (zero decimal five zero percent) for each upgrade of 1 (one) notch by the Rating Agency and/or the relevant rating agency (other than the Rating Agency) (as the case may be) from the prevailing rating of the Debentures (until the Rating Agency restores the rating of the Debentures to the Rating and/or the relevant rating agency restores the rating of the Debentures to the Reference Rating) and such decreased rate of interest shall be applicable on the Outstanding Principal Amounts from the date of such upgrade. PROVIDED THAT the decreased rate of interest in accordance with this sub-Clause (b) cannot, in any case, be lower than the Interest Rate. The decrease in the rate of interest in accordance with this sub-Clause (b) shall not require any notice, intimation or action by or on behalf of the Debenture Trustee or the Debenture Holders. (c) It is clarified that, if following the Step Up, the Rating Agency restores the rating of the Debentures to the Rating and/or the relevant rating agency restores the rating of the Debentures to the Reference Rating, then interest shall be payable at the Interest Rate from the date that the Rating Agency restores the rating of the Debentures to the Rating and/or the relevant rating agency restores the rating of the Debentures to the Reference Rating (as the case may be).
Coupon Payment Frequency	Monthly
Coupon Payment Dates	Payable monthly on the dates set out in Annexure VI (*Illustration of Bond Cash Flows*) (subject to adjustments for Business Day Convention).
Coupon Type (Fixed, floating or other structure)	Fixed Coupon
Coupon Reset Process (including rates, spread, effective date, interest rate cap and floor etc.)	N.A.
Day Count Basis (Actual / Actual)	Actual / Actual
Interest on Application Money	(a) Interest at the Interest Rate, subject to deduction of tax at source in accordance with Applicable Law, will be paid by the Issuer on the Application Money to the Applicants from the date of receipt of such Application Money up to 1 (one) day prior to the Deemed Date of Allotment for all valid applications, within 5 (five) Business Days from the Deemed Date of Allotment. Where pay-in date of the Application Money and the Deemed Date of Allotment are the same, no interest on Application Money will be payable. (b) Where the entire subscription amount has been refunded, the interest on Application Money will be paid along with the refunded amount to the bank account of the Applicant as described in the Application Form by electronic mode of transfer such as (but not limited to)

	RTGS/NEFT/direct credit. (c) Where an Applicant is allotted a lesser number of Debentures than applied for, the excess amount paid on application will be refunded to the Applicant in the bank account of the Applicant as described in the Application Form towards interest on the refunded money by electronic mode of transfer like RTGS/NEFT/direct credit. Details of allotment will be sent to each successful Applicant.
Default Interest Rate	(a) On the occurrence of a Payment Default, the Issuer agrees to pay additional interest at 5% (five percent) per annum above the Interest Rate on the Outstanding Principal Amounts, commencing from the date of occurrence of the Payment Default until such Payment Default is cured or the relevant Secured Obligations are repaid, on each Interest Payment Date occurring during the aforementioned period. (b) Without prejudice to Paragraph (a) above, on the occurrence of any breach (other than a Payment Default) by the Issuer in compliance with any of the covenants set out under the DTD and/or the other Transaction Documents, the Issuer agrees to pay additional interest at 3% (three percent) per annum above the Interest Rate on the Outstanding Amounts, commencing from the date of occurrence of such breach, until such breach is cured or the relevant Secured Obligations are repaid, on each Interest Payment Date occurring during the aforementioned period. (c) Without prejudice to Paragraph (b) above, on the occurrence of any breach by the Issuer in compliance with any of the financial covenants set out under 4.3.1 (*Financial Covenants*), which is not cured within a period of 30 (thirty) days, the Issuer agrees to pay additional interest at 1% (one percent) per annum above the Interest Rate on the Outstanding Amounts from the date of occurrence of such breach until such breach is cured or the relevant Secured Obligations are repaid.
Tenor	36 (thirty six) months from the Deemed Date of Allotment
Redemption Date / Maturity Date	September 2, 2029, being 36 (thirty six) months from the Deemed Date of Allotment (subject to adjustments for day count convention in accordance with the SEBI Debt Listing Regulations).
Redemption Amount	INR 10,000 (Indian Rupees Ten Thousand) per Debenture in the manner set out in **Annexure VI** (*Illustration of Bond Cash Flows*) hereto.
Redemption Premium/ Discount	Not Applicable.
Early Redemption	(a) The Issuer shall not be permitted to voluntarily redeem the Debentures until the expiry of 12 (twelve) months from the Deemed Date of Allotment. (b) Upon the expiry of the period set out under paragraph (a) above, the Issuer may, subject to Applicable Law (including any prescriptions of the RBI on minimum original maturity of non-convertible debentures), and so long as no Event of Default has occurred or is continuing, at any time prior to the Final Redemption Date, redeem the Debentures *pro*

	rata, in part or in full by paying an early redemption premium of 2% (two percent) on such part of the Outstanding Principal Amounts of the Debentures that is proposed to be prematurely redeemed, subject to the consent of the Majority Debenture Holders being obtained by the Issuer. It is hereby clarified that the early redemption premium is payable in addition to the interest at the Interest Rate. (c) For the purposes of voluntarily prematurely redeeming the Debentures in accordance with this provision (*Early Redemption*), the Issuer shall: (iii) provide the Debenture Trustee and the Debenture Holders written notice of at least 30 (thirty) calendar days prior to the date of the meeting of the Debenture Holders where the consent for the early redemption is proposed to be sought. Any notice in accordance with this sub-Paragraph (i) shall be provided in the following manner: (C) a soft copy of such notice shall be sent to the Debenture Holders who have registered their email address(es) either with the Issuer or with any Depository; and (D) a hard copy of the notice shall be sent to the Debenture Holders who have not registered their email address(es) either with the Issuer or with any Depository; and (iv) following the providing/granting of approval for any request for early redemption, the Issuer shall redeem the Debentures on the date occurring on the expiry of the Early Redemption Exercise Period. (d) The Issuer will not redeem all or any part of the Debentures except at the times and in the manner provided for in the DTD.
Optionally Accelerated Redemption	(a) On the occurrence of a an Optionally Accelerated Redemption Event, subject to Applicable Law (including any prescriptions of the RBI on minimum original maturity of non-convertible debentures), the Debenture Trustee (acting on the instructions of the Majority Debenture Holders) shall have the option (but not the obligation) to require the Issuer to redeem the Debentures by paying all Outstanding Amounts within 30 (thirty) calendar days from the date of receipt by the Issuer of the notice regarding the occurrence of such Optionally Accelerated Redemption Event from the Debenture Trustee ("**Optionally Accelerated Redemption Option**"). (b) To exercise the Optionally Accelerated Redemption Option, following the occurrence of an Optionally Accelerated Redemption Event and/or any delay in the creation or perfection of the security interest in terms of the Deed of Hypothecation in accordance with this provision, the Debenture Trustee (acting on the instructions of the Majority Debenture Holders) shall: (i) provide the Issuer a written notice requiring it to redeem the Debentures by paying all Outstanding Amounts within 30

	(thirty) calendar days from the date of receipt by the Issuer of the aforementioned notice ("**Optionally Accelerated Redemption Option Notice**"). The Debenture Trustee shall issue the Optionally Accelerated Redemption Option Notice by no later than 15 (fifteen) days of being informed of the Optionally Accelerated Redemption Event by the Issuer; (ii) any notice in accordance with this sub-Paragraph (b) shall be provided in the following manner: (A) a soft copy of such notice shall be sent to the Debenture Holders who have registered their email address(es) either with the Issuer or with any Depository; and (B) a hard copy of the notice shall be sent to the Debenture Holders who have not registered their email address(es) either with the Issuer or with any Depository; and (iii) the Issuer will make payment of all the Outstanding Amounts within the exercise period of 3 (three) Business Days occurring on the expiry of a period of 21 (twenty one) days following the date of receipt of the Optionally Accelerated Redemption Option Notice, and in any case prior to the expiry of a period of within 30 (thirty) calendar days from the date of receipt by the Issuer of the Optionally Accelerated Redemption Option Notice to such accounts as may be prescribed by the Debenture Trustee or the Debenture Holders. (c) No prepayment penalty or prepayment premium will be applicable to any redemption in accordance with this provision.
Issue Price	INR 10,000 (Indian Rupees Ten Thousand)
Discount at which security is issued and the effective yield as a result of such discount	N.A.
Put Date	N.A.
Put Price	N.A.
Call Date	N.A.
Call Price	N.A.
Put Notification Time (Timelines by which the investor need to intimate Issuer before exercising the put)	N.A.
Call Notification	N.A.

Time (Timelines by which the Issuer need to intimate investor before exercising the call)	
Face Value	INR 10,000 (Indian Rupees Ten Thousand) per Debenture
Minimum Application and in multiples of thereafter	As set out in the General Information Document.
Issue Timing	Issue Opening Date: September 1, 2026 Issue Closing Date: September 1, 2026 Date of earliest closing of the Issue, if any: N.A. Pay-in Date: September 2, 2026 Deemed Date of Allotment: September 2, 2026
Settlement mode of the Instrument	All interest, principal repayments, penal/additional interest and other amounts, if any, payable by the Issuer to the Debenture Holders shall be paid to the Debenture Holders by electronic mode of transfer like RTGS/NEFT/direct credit to such bank account within India as the Debenture Holders inform the Issuer in writing and which details are available with the Registrar. Credit for all payments will be given only on realization.
Depositories	As set out in the General Information Document.
Disclosure of Interest / Dividend / Redemption Dates	On the dates set out in Annexure VI (*Illustration of Bond Cash Flows*) (subject to adjustments for Business Day Convention).
Record Date	15 (fifteen) calendar days prior to each Due Date.
All covenants of the issue (including side letters, accelerated payment clause, etc.)	**Representations and Warranties** Please refer Section 4.2 of this Key Information Document. **Financial Covenants** Please refer Section 4.3.1 of this Key Information Document. **Reporting Covenants** Please refer Section 4.3.2 of this Key Information Document. **Affirmative Covenants** Please refer Section 4.3.3 of this Key Information Document. **Negative Covenants** Please refer Section 4.3.4 of this Key Information Document.
Description regarding Security (where applicable) including type of	**TRANSACTION SECURITY** (a) The Series B Debentures shall be secured on or prior to the Deemed Date of Allotment by way of (i) a first ranking exclusive and continuing

security (movable / immovable / tangible etc.), type of charge (pledge / hypothecation / mortgage etc.), date of creation of security / likely date of creation of security, minimum security cover, revaluation, replacement of security, interest to the debenture holder over and above the coupon rate as specified in the Trust Deed and disclosed in the issue document.	charge to be created in favour of the Debenture Trustee pursuant to an unattested deed of hypothecation, dated on or about the Effective Date, executed or to be executed and delivered by the Issuer in a form acceptable to the Debenture Trustee ("**Series B Deed of Hypothecation**") over identified book debts/loan receivables of the Issuer as described therein and/or certain identified cash deposits placed by the Issuer in accordance with the Series B Deed of Hypothecation (the "**Series B Hypothecated Assets**") and (ii) such other security interest as may be agreed between the Issuer and the Series B Debenture Holders ((i) and (ii) are collectively referred to as the "**Series B Transaction Security**"). (b) The charge over the Series B Hypothecated Assets shall at all times until the Final Settlement Date, be (i) at least 1.10 (one decimal one zero) times the value of the Outstanding Amounts, and (ii) the principal receivables of the Client Loans comprising the Series B Hypothecated Assets shall be at least 1.10 (one decimal one zero) times the value of the Outstanding Amounts (collectively, the "**Series B Security Cover**"). (c) The value of the Series B Hypothecated Assets for this purpose (for both initial and subsequent valuations) shall be the amount reflected as the value thereof in the books of accounts of the Issuer. (d) The Issuer shall create the charge over the Series B Hypothecated Assets on or prior to the Deemed Date of Allotment and perfect such security by filing Form CHG-9 (or such other applicable e-forms prescribed under the Companies Act) 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. **PERSONAL GUARANTEES** The Series B Debentures shall be supported/guaranteed by way of unconditional and irrevocable personal guarantees to be provided by the Series B Personal Guarantors pursuant to the Series B Personal Guarantees in favour of the Debenture Trustee (acting on behalf of and for the benefit of the Series B Debenture Holders), to be executed in a form and manner satisfactory to the Debenture Trustee. **OTHERS** In respect of the Series B Debentures, the Issuer hereby further agrees, declares and covenants with the Debenture Trustee as follows: (i) the Debentures shall be secured by way of a first ranking exclusive and continuing security on the Hypothecated Assets in favour of the Debenture Trustee for the benefit of the Debenture Holders on or prior to the Deemed Date of Allotment; (ii) all the Hypothecated Assets that will be charged to the Debenture Trustee under the Deed of Hypothecation shall always be kept

		distinguishable and held as the exclusive property of the Issuer specifically appropriated to the Transaction Security and be dealt with only under the directions of the Debenture Trustee;
	(iii)	the Debentures shall be guaranteed/supported by the Personal Guarantees provided/to be provided by each of the Personal Guarantors in favour of the Debenture Trustee for the benefit of the Debenture Holders;
	(iv)	the Issuer shall not create any charge, lien or other encumbrance upon or over the Hypothecated Assets or any part thereof except in favour of the Debenture Trustee nor will it do or allow anything that may prejudice the Transaction Security;
	(v)	the Debenture Trustee shall be at liberty to incur all costs and expenses as may be necessary to preserve the Transaction Security and to maintain the Transaction Security undiminished and claim reimbursement thereof;
	(vi)	to create the security over the Hypothecated Assets as contemplated in the Transaction Documents by executing the duly stamped Deed of Hypothecation;
	(vii)	to register and perfect the security interest created thereunder by filing Form CHG-9 with the concerned ROC and ensuring and procuring that the Debenture Trustee files the prescribed Form I with CERSAI reporting the charge created to the CERSAI in relation thereto in accordance with the timelines set out in the Deed of Hypothecation;
	(viii)	the Issuer shall, at the time periods set out in the Deed of Hypothecation, provide a list of the Hypothecated Assets to the Debenture Trustee over which the security is created and subsisting by way of hypothecation in favour of the Debenture Trustee (for the benefit of the Debenture Holders) and sufficient to maintain the Security Cover;
	(ix)	the Issuer shall, within the timelines prescribed under the Deed of Hypothecation, add fresh receivables/Client Loans to the Hypothecated Assets so as to ensure that the Security Cover is maintained by way of Top-up (as defined in the Deed of Hypothecation. Without prejudice to the above, in the event the PAR 1-30 Ratio (Hypothecated Assets) (as defined in the Deed of Hypothecation) exceeds 10% (ten percent), the Issuer will, with prior notice/intimation to the Debenture Trustee, promptly and in no case later than 15 (fifteen) Business Days of the Client Loans becoming overdue by 30 (thirty) days or more and resulting in the PAR 1-30 Ratio (Hypothecated Assets) to exceed 10% (ten percent), ensure that the value of the Hypothecated Assets equals or exceeds the stipulated Security Cover by creating a charge by way of hypothecation over additional or new current receivables in respect of Client Loans that fulfil the eligibility criteria prescribed in the Deed of Hypothecation;
	(x)	the Issuer shall, on a half yearly basis, as and when required by the Debenture Trustee, give full particulars to the Debenture Trustee of

	all the Hypothecated Assets from time to time; (xi) furnish and verify all statements, reports, returns, certificates and information from time to time and as required by the Debenture Trustee in respect of the Hypothecated Assets; (xii) furnish and execute all necessary documents to give effect to the Hypothecated Assets; (xiii) the security interest created on the Hypothecated Assets shall be a continuing security; and (xiv) the Hypothecated Assets shall fulfil the eligibility criteria set out in the Deed of Hypothecation. **Specific Disclosures** (a) **Type of security**: Book debts (i.e., movable assets) and personal guarantees. (b) **Type of charge**: Hypothecation and guarantee. (c) **Date of creation of security/ likely date of creation of security**: On or prior to the Deemed Date of Allotment. (d) **Minimum security cover**: 1.10 (one decimal one zero) times the value of the Outstanding Amounts. (e) **Revaluation**: N. A. (f) **Replacement of security**: As set out in paragraph (ix) above. (g) **Interest over and above the coupon rate**: In the event of any delay in the execution of any Transaction Document (including the Debenture Trust Deed or the Deed of Hypothecation or the Personal Guarantees) or the creation or perfection of the security interest in terms thereof, the Issuer shall, at the option of the Debenture Holders, either: (i) if so required by the Debenture Holders, refund the Application Money together with interest (including interest accrued) at the Interest Rate/discharge the Secured Obligations; and/or (ii) pay to the Debenture Holders additional interest at the rate of 2% (two percent) per annum on the Outstanding Principal Amounts in addition to the Interest Rate until the relevant Transaction Document is duly executed or the security is duly created in terms thereof or the Secured Obligations are discharged (whichever is earlier).
Transaction Documents	Shall be as set out in Section 4 (*Transaction Documents and Key Terms*) below.
Conditions Precedent to Disbursement	The Issuer shall fulfil the following conditions precedent, to the satisfaction of the Debenture Trustee, prior to the Deemed Date of Allotment, and shall submit

	and provide to the Debenture Trustee: **CONSTITUTIONAL DOCUMENTS AND AUTHORISATIONS** (a) a copy of the Constitutional Documents certified as correct, complete and in full force and effect by an appropriate officer of the Issuer; (b) a copy of resolution of the Issuer's board of directors/committee of the Issuer's 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; (c) (to the extent applicable) a copy of the resolution of the shareholders of the Issuer under Section 42 of the Companies Act, certified as correct, complete and in full force and effect by an appropriate officer of the Issuer; (d) copies of the resolutions of the shareholders of the Issuer under Sections 180(1)(c) and 180(1)(a) of the Companies Act, certified as correct, complete and in full force and effect by an appropriate officer of the Issuer OR a certificate of an authorised person of the Issuer confirming the non-applicability of Section 180(1)(c) and Section 180(1)(a) of the Companies Act; **TRANSACTION DOCUMENTS** (e) execution, delivery and stamping of the Transaction Documents (including Debt Disclosure Documents) in a form and manner satisfactory to the Debenture Trustee; **INTERMEDIARY DOCUMENTS** (f) a copy of the rating letter and/or the rating rationale issued in relation to the Debentures; (g) a copy of the consent from the Debenture Trustee to act as the debenture trustee for the Issue; (h) a copy of the consent of the Registrar to act as the registrar and transfer agent for the Issue; (i) a copy of the tripartite agreement(s) executed between the Issuer, the Registrar and the relevant Depository; **OTHERS** (j) the most recent audited financial statements of the Issuer, together with (if applicable) the most recent limited review financial statements of the Issuer for the period since the date of the most recent audited financial statements of the Issuer provided pursuant to the Conditions Precedent; (k) evidence that all 'know your customer' requirements to the satisfaction of the Debenture Trustee/the Applicants has been provided;

	(s) 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 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 power under the Constitutional Documents to borrow amounts by way of the issuance of the Debentures and create the Transaction 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) no 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 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 has occurred or is subsisting; (vii) no Material Adverse Effect has occurred; and (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; (t) a certificate from each of the Personal Guarantors addressed to the Debenture Trustee confirming as on the Deemed Date of Allotment/the date of the certificate, *inter alia*: (i) each copy document relating to it provided by the Personal Guarantor or on behalf of the Personal Guarantor is correct, complete and in full force and effect; (ii) the representations and warranties contained in the Personal Guarantee are true and correct in all respects; (iii) no Material Adverse Effect has occurred in respect of the Personal Guarantor; (iv) the Personal Guarantor is a resident of India and a "person resident in India" within the meaning given to that term under the Foreign Exchange Management Act, 1999 and all applicable guidelines, notifications and circulars issued by the

	RBI thereunder; (v) the Personal Guarantor is competent to contract for the purposes of Applicable Law; (vi) the Personal Guarantor is of sound mind and is not disqualified from contracting under Applicable Law; and (vii) no consents or approvals are required by the Personal Guarantor from its creditors or any Governmental Authority or any other person for the providing of the Personal Guarantee. (l) an undertaking in favour of the Debenture Trustee from each of (i) Deepak Hitech Motors Private Limited, (ii) Ms. Aneesha Baid, (iii) Hirak Vinimay Private Limited, (iv) Vivan Baid Family Trust, (v) Prem Dealers Private Limited, (vi) Ms. Prem Devi Baid, and (viii) Mr. Deepak Baid, in respect of the shareholding covenants set out in Section 4.3.4(g) (*Shareholding Covenants*); (m) a copy of the in-principle approval provided by the BSE in respect of the listing of the Debentures within the timelines prescribed under the SEBI Listing Timelines Requirements; (n) copies of the due diligence certificates from the Debenture Trustee in accordance with Chapter II (*Due Diligence by Debenture Trustees*) of the SEBI Debenture Trustee Master Circular and the SEBI NCS Regulations; (o) (if so required) a legal opinion in respect of the validity and enforceability of the Transaction Documents in a form and manner satisfactory to the Debenture Trustee/the Applicants and (p) such other information, documents, certificates, opinions and instruments as the Debenture Holders/Debenture Trustee may reasonably request
Conditions Subsequent to Disbursement	The Issuer shall fulfil the following conditions subsequent, to the satisfaction of the Debenture Trustee: (a) the Issuer shall make the application for listing of the Debentures and obtain listing of the Debentures on the wholesale debt market segment of the BSE within the timelines prescribed under the SEBI Listing Timelines Requirements; (b) 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 SEBI Listing Timelines Requirements; (c) the Issuer shall, on or prior to the utilisation of the Application Money received by the Issuer, or within 15 (fifteen) calendar days of the 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; (d) if so required, the Issuer shall maintain and file a copy of Form PAS-5 in accordance with the Companies (Prospectus and Allotment of Securities) Rules, 2014; (e) the Issuer shall in respect of each Transaction Security, file Form CHG-9 with the ROC and shall ensure and procure that the Debenture Trustee files the prescribed Form I with CERSAI and completes all required filings with the relevant Information Utility, each within 30 (thirty) days from the date of creation of such Transaction Security; (f) the Issuer shall furnish a certificate issued by an independent chartered accountant certifying the end use of the proceeds of the Issue within 100 (hundred) days from the Deemed Date of Allotment; (g) 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; and (h) 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.
Events of Default (including manner of voting /conditions of joining Inter Creditor Agreement)	Please refer to Section 4.4 of this Key Information Document.
Creation of recovery expense fund	The Issuer hereby undertakes and confirms that it shall, within the time period prescribed under Chapter IV (*Recovery Expenses Fund*) of the SEBI Debenture Trustees Master Circular, establish and maintain the Recovery Expense Fund in such manner/mode as is prescribed under Chapter IV (*Recovery Expenses Fund*) of the SEBI Debenture Trustees Master Circular.
Conditions for breach of covenants (as specified in Debenture Trust Deed)	Please refer sections named "Default Interest Rate" and "Events of Default".
Provisions related to Cross Default Clause	(i) The Issuer defaults in any payment of any Financial Indebtedness beyond the period of grace (i.e., the original cure period for such default), if any, provided in the instrument or agreement under which such Financial Indebtedness was created. (ii) The Issuer 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. (iii) Any 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 any instrument or document relating to such Financial Indebtedness. (iv) 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.
Role and Responsibilities of Debenture Trustee	The Debenture Trustee shall comply with all its roles and responsibilities as prescribed under Applicable Law and the Transaction Documents, including: (a) the Debenture Trustee may, in relation to the DTD and the other Transaction Documents, 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 Issuer or by the Debenture Trustee or otherwise; (b) subject to the approval of the Debenture Holders by way of a Special Resolution passed at a meeting of the Debenture Holders held for determining the liability of the Debenture Trustee, the Debenture Trustee shall, as regards all trusts, powers, authorities and discretions, have the discretion as to the exercise thereof and to the mode and time of exercise thereof. In the absence of any fraud, gross negligence, willful misconduct or breach of trust the Debenture Trustee shall not be responsible for any loss, costs, charges, expenses or inconvenience that may result from the aforementioned exercise or non-exercise thereof; (c) with a view to facilitating any dealing under any provisions of the DTD or the other Transaction Documents, subject to the Debenture Trustee obtaining the consent of the Majority Debenture Holders, the Debenture Trustee shall have the power to consent (where such consent is required) to a specified transaction or class of transactions (with or without specifying additional conditions); (d) the Debenture Trustee shall not be responsible for the amounts paid by the Applicants for the Debentures; (e) the Debenture Trustee and each receiver, attorney, manager, agent or other person appointed by it shall, subject to the provisions of the Companies Act, be entitled to be indemnified by the Issuer in respect of all liabilities and expenses incurred by them in the execution or purported execution of the powers and trusts thereof; (f) subject to the approval of the Debenture Holder(s) by way of a Special Resolution passed at a meeting of the Debenture Holder(s) held for

	determining the liability of the Debenture Trustee and in the absence of fraud, gross negligence, willful misconduct or breach of trust, the Debenture Trustee shall not be liable for any of its actions or deeds in relation to the Transaction Documents; (g) subject to the approval of the Debenture Holder(s) by way of Special Resolution passed at a meeting of the Debenture Holders held for determining the liability of the Debenture Trustee and in the absence of fraud, gross negligence, willful misconduct or breach of trust, the Debenture Trustee, shall not be liable for any default, omission or delay in performing or exercising any of the powers or trusts herein expressed or contained herein or in enforcing the covenants contained herein or in giving notice to any person of the execution hereof or in taking any other steps which may be necessary, expedient or desirable or for any loss or injury which may be occasioned by reason thereof unless the Debenture Trustee shall have been previously requested by notice in writing to perform, exercise or do any of such steps as aforesaid given in writing by the Majority Debenture Holder(s) or by a Majority Resolution duly passed at a meeting of the Debenture Holders; (h) notwithstanding anything contained to the contrary in the DTD, the Debenture Trustee shall before taking any action on behalf of the Debenture Holders or providing any consent on behalf of the Debenture Holders, obtain the written consent of the Majority Debenture Holders; (i) without prejudice to anything contained in Section, the Debenture Trustee shall oversee and monitor the transaction contemplated in the Transaction Documents for and on behalf of the Debenture Holders; (j) the Debenture Trustee shall forward to the Debenture Holders copies of any information or documents from the Issuer pursuant to this Deed in relation to the Debentures on receipt of a request from the Debenture Holders within 2 (two) Business Days from the date of receipt of such request; and (k) the Debenture Trustee shall, until the Final Settlement Date, adhere to and comply with its obligations and responsibilities under Chapter X (*Breach of Covenants, Default and Remedies*) and Chapter IV (*Recovery Expenses Fund*) of the SEBI Debenture Trustees Master Circular. Please also refer to **Annexure VIII** (*Terms and Conditions of Debenture Trustee Agreement*) of this Key Information Document for the terms and conditions of the debenture trustee agreement.
Risk factors pertaining to the issue	As set out in the General Information Document and the Key Information Document.
Governing Law and Jurisdiction	The Debentures and documentation will be governed by and construed in accordance with the laws of India and the parties submit to the exclusive jurisdiction of the courts in Chennai, India and as more particularly provided for in the Debenture Trust Deed. Notwithstanding anything stated earlier, the Debenture Trustee has the right to commence proceedings before any other court or forum in India.

Additional Disclosures (Security Creation)	In the event of any delay in the execution of any Transaction Document (including the Debenture Trust Deed or the Deed of Hypothecation or the Personal Guarantees) or the creation or perfection of the security interest in terms thereof, the Issuer shall, at the option of the Debenture Holders, either: (i) if so required by the Debenture Holders, refund the Application Money together with interest (including interest accrued) at the Interest Rate/discharge the Secured Obligations; and/or (ii) pay to the Debenture Holders additional interest at the rate of 2% (two percent) per annum on the Outstanding Principal Amounts in addition to the Interest Rate until the relevant Transaction Document is duly executed or the security is duly created in terms thereof or the Secured Obligations are discharged (whichever is earlier).
Additional Disclosures (Default in Payment)	On the occurrence of a Payment Default, the Issuer agrees to pay additional interest at 5% (five percent) per annum above the Interest Rate on the Outstanding Principal Amounts, commencing from the date of occurrence of the Payment Default until such Payment Default is cured or the relevant Secured Obligations are repaid, on each Interest Payment Date occurring during the aforementioned period.
Additional Disclosures (Delay in Listing)	In the event there is any delay in listing of the Debentures beyond the Listing Period, the Issuer will pay to the Debenture Holders, penal interest of 1% (one percent) per annum over the Interest Rate, from the date of allotment of the Debentures until the listing of the Debentures is completed.
Other disclosures in terms of the SEBI circular no. SEBI/HO/DDHS/DDHS-PoD-1/P/CIR/2024/94 dated July 3, 2024 on "*Reduction in denomination of debt securities and non-convertible redeemable preference shares*" as amended by SEBI circular no. HO/17/11/24(1)2025-DDHS-POD1/I/491/2025 dated December 18, 2025 on "*Modification in the conditions specified for reduction in denomination of debt securities*".	(a) SKI Capital Services Limited, a Category I merchant banker registered with the SEBI has been appointed as the merchant banker for the purposes of this issuance in terms of the SEBI circular no. SEBI/HO/DDHS/DDHS-PoD-1/P/CIR/2024/94 dated July 3, 2024 on "*Reduction in denomination of debt securities and non-convertible redeemable preference shares*" as amended by SEBI circular no. HO/17/11/24(1)2025-DDHS-POD1/I/491/2025 dated December 18, 2025 on "*Modification in the conditions specified for reduction in denomination of debt securities*". (b) In terms of the SEBI circular no. SEBI/HO/DDHS/DDHS-PoD-1/P/CIR/2024/94 dated July 3, 2024 on "*Reduction in denomination of debt securities and non-convertible redeemable preference shares*" read together with the SEBI circular no. HO/17/11/24(1)2025-DDHS-POD1/I/491/2025 dated December 18, 2025 on "*Modification in the conditions specified for reduction in denomination of debt securities*", it is confirmed that: (i) the Debentures are interest bearing, with regular interest payouts. Please refer to Annexure VI (*Illustration of Bond Cash Flows*); (ii) the Debentures have a fixed maturity. Please refer to Annexure VI (*Illustration of Bond Cash Flows*); and (iii) the Debentures do not have any structured obligations.

Note:

5. If there is any change in coupon rate pursuant to any event including lapse of certain time period or downgrade in rating, then such new coupon rate and the events which lead to such change should be disclosed.

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

7. While the debt securities are secured to the extent of hundred per cent of the amount of principal and interest amount or as per the terms of this Key Information Document, in favour of Debenture Trustee, it is the duty of the Debenture Trustee to monitor that the security is maintained.

8. The Issuer shall provide granular disclosures in this 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".

3.38 Information pursuant to Regulation 50A(6) of the Debt Listing Regulations

Details of the offer of non-convertible securities in respect of which the key information document is being issued	Issue of: (a) **Series A Debentures**: 70,000 (seventy thousand) rated, listed, unsubordinated, secured, transferable, redeemable, non-convertible debentures denominated in INR, having a face value of INR 10,000 (Indian Rupees Ten Thousand) each and an aggregate nominal value of INR 70,00,00,000 (Indian Rupees Seventy Crore) including a green shoe option of up to 20,000 (twenty thousand) rated, listed, unsubordinated, secured, transferable, redeemable, non-convertible debentures denominated in INR, having a face value of INR 10,000 (Indian Rupees Ten Thousand) each and an aggregate nominal value of INR 20,00,00,000 (Indian Rupees Twenty Crore) on a private placement basis; and (b) **Series B Debentures:** 30,000 (thirty thousand) rated, listed, unsubordinated, secured, transferable, redeemable, non-convertible debentures denominated in INR, having a face value of INR 10,000 (Indian Rupees Ten Thousand) each and an aggregate nominal value of INR 30,00,00,000 (Indian Rupees Thirty Crore) on a private placement basis. Please also refer to the information/details set out in Section 3.37 (*Summary Terms*) of this Key Information Document.
Financial information, if such information provided in the general information document is more than six months old	N.A. Please also refer to Section 2 (*Financial Information*) of this Key Information Document.