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. <u>Assets and title</u>** 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.