

September 15, 2026
Through BSE Listing Centre

BSE Limited
Department of Corporate Services
Phiroze Jeejeeboy Towers
1st Floor, Dalal Street
Mumbai – 400 001

Dear Sir / Madam,

Scrip Code: 976176

Dear Sir / Madam,

Sub: Intimation under Regulation 15(7) of the Securities and Exchange Board of India (Issue and Listing of Non-Convertible Securities) Regulations, 2021 (“NCS Regulations”) – Intimation of exercise of put option

Pursuant to Regulation 15(7) of the NCS Regulations, we wish to inform you that a notice regarding the exercise of Put Option in respect of its Non-Convertible Debenture (ISIN – INE146O07508) will be sent to all the debenture holders holding debentures as on September 11, 2026, in accordance with the prescribed timelines and mode of delivery. An intimation of the same shall also be given to the Debenture Trustee.

A copy of the said notice is enclosed herewith.

This is for your information and record.

Thanking you.

Yours faithfully,

For Hinduja Leyland Finance Limited,

RAMASAMY Digitally signed by
RAMASAMY SRIVIDHYA
SRIVIDHYA Date: 2026.09.15
15:30:08 +05'30'

Srividhya Ramasamy,
Company Secretary and Compliance Officer
M. No. - A22261

C.C.

- | | |
|---|--|
| 1) IDBI Trusteeship Services Limited | 2) MUFG Intime India Private Limited |
| 3) National Securities Depository Limited | 4) Central Depository Services (India) Limited |

HINDUJA LEYLAND FINANCE LIMITED

Corporate Office: No. 27-A, Developed Industrial Estate, Guindy, Chennai - 600 032. Tel: (044) 2242 7525, 2242 7555
Registered Office: Plot No. C-21, Tower C (1-3 floors), G Block, Bandra Kurla Complex, Bandra (E), Mumbai - 400051
Tel: (022) 6136 0407 | Website: www.hindujaleylandfinance.com
CIN: U65993MH2008PLC384221 | Email: compliance@hindujaleylandfinance.com

September 15, 2026

To

The Debenture Holder of Hinduja Leyland Finance Limited

ISIN: INE146O07508

Dear Sir / Madam,

Sub: Intimation of exercise of put option as per Regulation 15 (6) of the Securities and Exchange Board of India (Issue and Listing of Non-Convertible Securities) Regulations, 2021 ("NCS Regulations")

Notice is hereby given to the holders of non-convertible debentures bearing ISIN INE146O07508 ("NCDs") regarding the exercise of put option in accordance with Regulation 15 of the NCS Regulations.

The Debenture Holders are eligible to exercise, at their sole discretion, the Put Option in respect of all or less than all of Debentures held by them respectively, in accordance with terms and conditions laid down in the attached term sheet.

The Record Date for the purpose of redemption of the aforesaid NCDs pursuant to the exercise of the Put Option by the Debenture Holders and exercise period, as per the terms and conditions as mentioned in the term sheet are as given below:

ISIN	Amount Outstanding (in Rs.)	Record Date	Put Option Exercise Period	Put Option Date (Redemption and Interest Payment Date)	Put Option Exercise Price
INE146O07508	Rs.500/- Crores	October 30, 2026	From September 28, 2026 to September 30, 2026	November 14, 2026	Rs. 1,00,000 per debenture plus interest due

It is hereby informed that redemption proceeds pursuant to the exercise of the put option will be paid only to those debenture holders who have duly submitted their put option notification to the company, and continue to hold the NCDs as on the record date, as per the beneficiary position provided by the Depositories. Please note that if the debenture holder sells the securities prior to the record date, the put option notification submitted by such debenture holder shall be deemed invalid and no redemption proceeds will be paid.

Please note that any request for exercising the put option **after the designated exercise end date will not be accepted under any circumstances and will be rejected by the Company.**

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The intention to exercise the put option shall be communicated to the Company in writing between September 28, 2026 to September 30, 2026 by sending an email at investorrelations@hindujaleylandfinance.com and raghwantshau@hindujaleylandfinance.com.

**Thanking You,
For Hinduja Leyland Finance Limited,**

RAMASAMY
SRIVIDHYA

Digitally signed by
RAMASAMY SRIVIDHYA
Date: 2026.09.15
15:30:48 +05'30'

**Srividhya Ramasamy,
Company Secretary and Compliance Officer
M. No. - A22261**

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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.	Issue 9.00% HLFL Secured NCD NOV 2027
Issuer	Hinduja Leyland Finance Limited
Type of Instrument	Senior, secured, rated, listed, taxable, redeemable, transferable, non-convertible debentures
Nature of Instrument (Secured or Unsecured)	Secured
Seniority (Senior or Subordinated)	Senior
Eligible Investors	As specified in Section 8.7 (<i>Eligible Investors</i>).
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 jurisdictional registrar of companies 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) The Issuer shall ensure that the Debentures at all times are rated in accordance with the provisions of the Transaction Documents and that the rating of the Debentures is not withdrawn until the Final Settlement Date. (d) In the event there is any delay in listing of the Debentures beyond the Listing Period, pursuant to the requirements prescribed under the SEBI Listing Timelines Requirements, the Issuer will pay to the Debenture Holders, penal interest of 1% (one percent) per annum over the Interest Rate, from the Deemed Date of Allotment until the listing of the Debentures is completed.
Rating of the Instrument	"AA+ Stable" by CRISIL Ratings Limited.
Issue Size	INR 5,00,00,00,000 (Indian Rupees Five Hundred Crore)
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.

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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 utilized by the Issuer for ("Purposes"): (i) the purposes of deployment in the business activities of the Issuer, and the growth of the asset book of the Issuer; and/or (ii) the general corporate purposes of the Issuer. The amount equivalent to 100% of the funds raised by the Issue will be utilized towards the Purposes. The Issuer has not yet determined the specific allocation between the objects set out in paragraphs (i) and (ii) above. (b) Without prejudice to paragraph (a) above, the Issuer shall not use the proceeds of the Issue towards: (i) 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); (ii) any speculative purposes; (iii) investment in the real estate sector/real estate business (including the acquisition/purchase of land); and (iv) in contravention of applicable law (including without limitation, any guidelines, rules or regulations of the RBI and SEBI). PROVIDED HOWEVER THAT until the funds raised by the Issue are utilised by the Issuer in accordance with the Purposes, the Issuer shall be entitled to temporarily invest the funds raised by the Issue in overnight and/or liquid schemes of mutual funds and/or deposits held with scheduled commercial banks.
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:	N.A.
Details of the utilization of the Proceeds	(a) The funds raised by the Issue shall be utilized by the Issuer for the Purposes: (i) the purposes of deployment in the business activities of the Issuer, and the growth of the asset book of the

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	Issuer; and/or (ii) the general corporate purposes of the Issuer. The amount equivalent to 100% of the funds raised by the Issue will be utilized towards the Purposes. The Issuer has not yet determined the specific allocation between the objects set out in paragraphs (i) and (ii) above. (b) Without prejudice to paragraph (a) above, the Issuer shall not use the proceeds of the Issue towards: (i) 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); (ii) any speculative purposes; (iii) investment in the real estate sector/real estate business (including the acquisition/purchase of land); and (iv) in contravention of applicable law (including without limitation, any guidelines, rules or regulations of the RBI and SEBI). PROVIDED HOWEVER THAT until the funds raised by the Issue are utilised by the Issuer in accordance with the Purposes, the Issuer shall be entitled to temporarily invest the funds raised by the Issue in overnight and/or liquid schemes of mutual funds and/or deposits held with scheduled commercial banks.
Coupon/Dividend Rate	9.00% (nine decimal zero percent) per annum, payable annually (fixed). Interest on Debentures The interest on the Debentures (on the Outstanding Principal Amounts) shall accrue at the Interest Rate from the Deemed Date of Allotment until the Debentures are repaid in full and shall be payable by the Issuer to the relevant Debenture Holders in the manner determined herein (including pursuant to the sub-section named "Step Up/Step Down Coupon Rate" below) on each Interest Payment Date. The interest payment schedule is set out in Annexure V.
Step Up/Step Down Coupon Rate	(a) If the rating of the Debentures is downgraded by any rating agency by 2 (two) notches or more below the Rating, the Interest Rate shall be increased by 0.25% (zero decimal two five percent) ("Step Up Rate"). Such increased Interest Rate shall be applicable on the Outstanding Principal Amounts with effect from the date of such

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	downgrade. Step Up, in accordance with this sub-Clause (i) shall not require any notice, intimation or action on behalf of the Debenture Trustee or the Debenture Holders. (b) Following the Step Up, if the rating of the Debentures is restored to the Rating, the Step Up Rate shall be decreased by 0.25% (zero decimal two five percent) and such decreased rate of interest shall be applicable on the Outstanding Principal Amounts with effect from the date of such upgrade. PROVIDED THAT the decreased rate of interest in accordance with this sub-paragraph (b) cannot, in any case, be lower than the Interest Rate. The decrease in the rate of interest in accordance with this sub-paragraph (b) shall not require any notice, intimation or action on behalf of the Debenture Trustee or the Debenture Holders. (c) It is clarified that, if following the Step Up, the rating of the Debentures is restored to the Rating, then the interest shall be payable at the Interest Rate, from the date that the rating of the Debentures is restored to the Rating. Where the Company has obtained a rating in relation to the Debentures from more than one rating agency, the lowest rating issued by the rating agencies in relation to the Debentures shall be considered for the purpose of increase in the Step Up.
Coupon/Dividend Payment Frequency	The indicative interest payment schedule is set out in Annexure V.
Coupon/Dividend Payment Dates	The indicative interest payment schedule is set out in Annexure V.
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).	Not Applicable.
Day Count Basis (Actual/Actual)	Interest and all other charges shall accrue based on an actual/actual basis.
Interest on Application Money	(i) 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 (and including) the date of receipt of such Application Money up to (and including) the day occurring 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

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	interest on Application Money will be payable. (ii) 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. (iii) 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 along with interest on the refunded money by electronic mode of transfer like RTGS/NEFT/direct credit. Details of allotment will be sent to every successful Applicant.
Default Interest Rate	(a) In the event of occurrence of a Payment Default, the Issuer shall pay additional interest at 2% (two percent) per annum over the Interest Rate in respect of the Debentures on the amount of such Payment Default from the date of the occurrence of such Payment Default until such Payment Default is cured or the Debentures are fully redeemed (whichever is earlier), on each Interest Payment Date occurring during the aforementioned period. (b) In the event that the Issuer is unable to maintain the Security Cover in accordance with the terms prescribed under the Transaction Documents, the Issuer shall pay additional interest at 2% (two percent) per annum over the Interest Rate in respect of the Debentures, from the date of the occurrence of such delay and/or default until the Security Cover is maintained, or the Debentures are fully redeemed (whichever is earlier), on each Interest Payment Date occurring during the aforementioned period.
Tenor	36 months from the Deemed Date of Allotment
Redemption Date	November 14, 2027
Redemption Amount	INR 1,00,000 (Indian Rupees One Lakh) per Debenture. Manner of redemption (d) The Debentures shall be redeemed on a <i>pari passu</i> basis by the Issuer by making payment of the Outstanding Principal Amounts on the Final Redemption Date. The redemption schedule is set out in Annexure V. (e) Without prejudice to anything contained in the section named "Interest on Application Money" and "Default Interest Rate" above and this section name "Redemption Amount", the Issuer shall, on the Final Redemption Date, promptly pay the outstanding amounts in respect of the Debentures and discharge all outstanding obligations.

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	(f) The Issuer shall not redeem (or prematurely redeem) the Debentures in any way other than in accordance with the terms of the DTD.
Redemption Premium/Discount	N.A.
Issue Price	INR 1,00,000/- (Indian Rupees One Lakh only) per Debenture
Original ISIN	INE146O07508
Outstanding Amount	Nil
Accrued Interest	N.A.
Discount at which security is issued and the effective yield as result of such discount	N.A.
Premium/Discount at which security is redeemed and the effective yield as a result of such premium/discount.	N.A.
Put Date	May 14, 2026 & November 14, 2026
Put Price	At Par
Call Date	N.A.
Call Price	N.A.
Put Notification Time (Timelines by which the investor need to intimate Issuer before exercising the put)	21 (Twenty-One) calendar days prior to Put option date
Call Notification Time (Timelines by which the Issuer need to intimate investor before exercising the call)	N.A.
Face Value	INR 1,00,000 (Indian Rupees One Lakh) per Debenture
Minimum application 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.
Issue Timing	11:00 AM to 12:00 PM

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1. Issue Opening Date	November 13, 2024
2. Issue Closing Date	November 13, 2024
3. Date of earliest closing of the issue, if any.	N.A.
4. Pay-in Date	November 14, 2024
5. Deemed Date of Allotment	November 14, 2024
Settlement Mode of the Instrument	Please refer Section 8 below.
Depository	NSDL and CDSL
Disclosure of Interest/Dividend/ redemption dates	The illustrative interest payment and redemption schedule is set out in Annexure V.
Record Date	means the date that falling 15 (fifteen) calendar days prior to any Due Date on which any payments are to be made to the Debenture Holder(s), provided such date is a Business Day. In case such date is not Business Day then succeeding date will be considered as the "Record Date" for determination of the persons entitled to receive redemption of principal, coupon, and other payments, if any, as the case may be, in respect of the Debentures shall be made.
All covenants of the issue (including side letters, accelerated payment clause, etc.)	To be more particularly set out in the DTD and the other Transaction Documents. Please also refer Section 7 below for an indicative list of representations and warranties of the Issuer, financial covenants, reporting covenants, affirmative covenants, and negative covenants, and acceleration on event of default.
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	I. SECURITY (A) Transaction Security (a) <i>Hypothecated Assets</i> The Debentures and the Outstanding Amounts in respect thereof shall be secured on or prior to the Deemed Date of Allotment by way of (i) a first ranking exclusive and continuing charge to be created in favour of the Debenture Trustee pursuant to an unattested deed of hypothecation executed or to be executed and delivered by the Issuer in a form acceptable to the Debenture Trustee ("Deed of Hypothecation") over certain

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above the coupon rate as specified in the Trust Deed and disclosed in the issue document	identified book debts/loan receivables of the Issuer as described therein (the "Hypothecated Assets"), and (ii) such other security interest as may be agreed between the Issuer and the Debenture Holders ((i) and (ii) above are collectively referred to as the "Transaction Security"). (b) Security Cover and Maintenance (i) The charge over the Hypothecated Assets shall at all times, commencing from the Deemed Date of Allotment until the Debentures are fully redeemed, be at least 110% (one hundred and ten percent) of the value of the Outstanding Principal Amounts thereunder, in respect of the Debentures (the "Security Cover"). (ii) The value of the Hypothecated Assets for this purpose (for both initial and subsequent valuations) shall be the amount reflected as the value thereof in the books of accounts of the Issuer. (c) Filings and other information (i) The Issuer shall create the charge over the Hypothecated Assets on or prior to the Deemed Date of Allotment and perfect such security by filing Form CHG-9 with the ROC within 30 days from the date of creation of security (or within such other time period that may be prescribed under Applicable Law). (ii) The Debenture Trustee shall file the prescribed Form I with the Central Registry of Securitisation Asset Reconstruction and Security Interest of India ("CERSAI") reporting the charge created to the CERSAI within the time period prescribed under the Deed of Hypothecation. The Issuer will provide all information and assistance that the Debenture Trustee may require, to enable it to file the prescribed Form I with CERSAI within the time period prescribed under the Deed of Hypothecation. (B) Others The Issuer hereby further agrees, declares and covenants as follows: (i) 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
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	the directions of the Debenture Trustee; (ii) 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; (iii) 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 charge 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; (iv) the Issuer shall, within the timelines prescribed under the Deed of Hypothecation, add fresh receivables to the Hypothecated Assets, in accordance with the Deed of Hypothecation, so as to ensure that the Security Cover is maintained or replace such Hypothecated Assets that do not satisfy the eligibility criteria set out below; (v) the security interest created on the Hypothecated Assets shall be a continuing security; and (vi) the Hypothecated Assets shall fulfil the eligibility criteria set out in the Deed of Hypothecation. (C) Eligibility criteria for Hypothecated Assets Commencing from the Effective Date until the Debentures are fully redeemed: (i) each loan underlying the Hypothecated Assets must be existing at the time of creation of security interest pursuant to this Deed, and must not have been terminated or prepaid; (ii) each Loan underlying the Hypothecated Assets should not be classified as a "non-performing asset" (determined in accordance with the criteria prescribed by the RBI); (iii) each Loan underlying the Hypothecated Assets must be classified as "standard" (determined in accordance with the criteria prescribed by the RBI); (iv) each Loan underlying the Hypothecated Assets must be in compliance with all applicable "know your customer" requirements prescribed by the RBI; (v) no Loan underlying the Hypothecated Assets should have been "restructured" or "rescheduled" (determined in
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	accordance with the criteria prescribed by the RBI); and (vi) other than in respect of the security interest created pursuant to this Deed, each Loan underlying the Hypothecated Assets is free from all encumbrances, charges and/or any lien.
	II. SPECIFIC DISCLOSURES (a) Type of security: Book debts/loan receivables. (b) Type of charge: Hypothecation. (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: At least 110% (one hundred and ten percent) of the value of the Outstanding Principal Amounts. (e) Revaluation: N.A. (f) Replacement of security: The Issuer shall, within the timelines prescribed under the Deed of Hypothecation, add fresh receivables to the Hypothecated Assets so as to ensure that the Security Cover is maintained or replace such Hypothecated Assets that do not satisfy the eligibility criteria set out above. (g) Interest over and above the coupon rate: (i) In the event that the Issuer is unable to maintain the Security Cover in accordance with the terms prescribed under the Transaction Documents, the Issuer shall pay additional interest at 2% (two percent) per annum over the Interest Rate in respect of the Debentures, from the date of the occurrence of such delay and/or default until the Security Cover is maintained, or the Debentures are fully redeemed (whichever is earlier), on each Interest Payment Date occurring during the aforementioned period. (ii) In the event of any delay in the execution of any Transaction Document (including the DTD or the Deed of Hypothecation) or the creation and perfection of security in terms thereof, the Issuer shall, at the option of the Debenture Holders, either: (A) if so required by the Debenture Holders, refund the Application Money together with interest (including interest accrued) at the Interest Rate/redeem the Debentures; and/or (B) pay to the Debenture Holders additional interest at the rate of 2% (two percent) per annum on

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	the Outstanding Principal Amounts in addition to the Interest Rate until the relevant Transaction Document is duly executed or the security is duly created and perfected in terms thereof or the Debentures are fully redeemed (whichever is earlier).
Transaction Documents	means: (a) the DTD; (b) the Debenture Trustee Agreement; (c) the Deed of Hypothecation; (d) the Debt Disclosure Document; (e) the letters issued by the, and each memorandum of understanding/agreement entered into with, the Rating Agency, the Debenture Trustee and/or the Registrar; (f) each tripartite agreement between the Issuer, the Registrar and the relevant Depository; (g) the resolutions and corporate authorisations provided pursuant to the section name "<i>Conditions precedent to Disbursement</i>"; and (h) any other document that may be designated as a Transaction Document by the Debenture Trustee or the Debenture Holders, and "Transaction Document" means any of them.
Conditions precedent to Disbursement	The Issuer shall fulfil the following conditions precedent, to the satisfaction of the Debenture Trustee/the Applicants, prior to the Deemed Date of Allotment, by submitting and providing to the Debenture Trustee/the Applicants: CORPORATE AUTHORISATIONS (a) copies of the 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 the resolution of the Issuer's board of directors and any resolution of any 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

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	effect by an authorised person of the Issuer; (d) 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; (e) a copy of the resolution of the shareholders of the Issuer in accordance with Section 180(1)(a) of the Companies Act, 2013 approving the creation of Transaction 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; (f) (to the extent applicable) a copy of the resolution of the shareholders of the Issuer under Section 42 of the Companies Act approving issuance of non-convertible debentures by the Issuer on a private placement basis 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 Debt Disclosure Documents) in a form and manner satisfactory to the Debenture Trustee; INTERMEDIARY DOCUMENTS (h) a copy of the rating letter and the rating rationale issued by the Rating Agency in relation to the Debentures; (i) a copy of the consent from the Debenture Trustee to act as the debenture trustee for the Issue; (j) a copy of the consent from the Registrar to act as the registrar and transfer agent for the Issue; (k) a copy of the tripartite agreement(s) executed between the Issuer, the Registrar and the relevant Depository; (l) a copy of the listing agreement entered into between the Issuer and the BSE; OTHERS (m) evidence that all "know your customer" requirements prescribed by the Debenture Trustee and the Applicants have been provided/fulfilled; (n) the audited financial statements of the Issuer for the Financial Year ended March 31, 2023, and, to the extent required by the Debenture Holders and available with the Issuer, the most recently prepared audited/unaudited financial statements of the
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	Issuer for most recent financial half-year; (o) a copy of the in-principle approval provided by the BSE in respect of the listing of the Debentures/GID; (p) 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, <i>inter alia</i>: (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 monies 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 DTD and the other 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; and (q) provide such other information, documents, certificates, opinions and instruments as the Debenture Trustee and the Applicants may request in connection with the transactions contemplated under the Transaction Documents.
Conditions Subsequent to Disbursement	The Issuer shall fulfil the following conditions subsequent, to the satisfaction of the Debenture Trustee:

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	(a) the Issuer shall ensure that the Debentures are allotted to the respective Debenture Holders and are credited into the demat accounts of the relevant Debenture Holders within the timelines prescribed under the SEBI Listing Timelines Requirements; (b) the Issuer shall make the application for listing of the Debentures and obtain listing of the Debentures within the Listing Period; (c) the Issuer shall file a return of allotment of securities under Form PAS-3 of the Companies (Prospectus and Allotment of Securities) Rules, 2014 with the ROC within 15 (fifteen) calendar days of the Deemed Date of Allotment, 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 in respect of the issue of the Debentures; (e) the Issuer shall, in respect of the Deed of Hypothecation, file a copy of Form CHG-9 with ROC and shall ensure and procure that the Debenture Trustee files the prescribed Form I with CERSAI, each within 30 (thirty) days from the date of execution of the Deed of Hypothecation; and (f) the Issuer shall provide such other information, documents, certificates, opinions and instruments as the Debenture Trustee and the Debenture Holders may reasonably request in connection with the transactions contemplated under the Transaction Documents.
Event of Default (including manner of voting /conditions of joining Inter Creditor Agreement)	Please refer Section 7.6.2 below.
Creation of recovery expense fund	The Issuer undertakes and confirms that it shall, within the time period prescribed under the Chapter IV (<i>Recovery Expenses Fund</i>) of the SEBI Debenture Trustees Master Circular, establish and maintain the Recovery Expense Fund in such manner/mode as is prescribed under the Chapter IV (<i>Recovery Expenses Fund</i>) of the SEBI Debenture Trustees Master Circular. The Issuer shall, promptly upon establishment, provide the details of the Recovery Expense Fund to the Debenture Trustee.
Conditions for breach of covenants (as specified in Debenture Trust Deed)	Please refer sections named " <i>Default Interest Rate</i> " and Section 7 below.

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Provisions related to Cross Default	The below is an Event of Default. (a) The Issuer: (i) defaults in any payment of any Financial Indebtedness beyond the period of grace, if any, provided in the instrument or agreement under which such Financial Indebtedness was created; or (ii) defaults in the observance or performance of any agreement relating to any Financial Indebtedness, the effect of which is to permit the holders of such Financial Indebtedness to cause 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) Any acceleration of any Financial Indebtedness of the Issuer, wherein 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, whether as a result of the occurrence of an event of default or the breach of any covenants (howsoever described and/or by whatever name called) under any financing documents that the Issuer is party to.
Roles and Responsibilities of the Debenture Trustee	In addition to the powers conferred on the Debenture Trustee in the DTD and Applicable Law, and without limiting the liability of the Debenture Trustee, it is agreed as follows: (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. The Debenture Trustee shall not be bound to act at the request or direction of the Debenture Holders under any provisions of the Transaction Documents unless sufficient amounts shall have been provided or provision to the satisfaction of the Debenture Trustee has been made for providing such amounts and the Debenture Trustee is indemnified to its satisfaction against all further costs, charges,

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	expenses and liability which may be incurred in complying with such request or direction; (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 (i) the power to consent (where such consent is required) to a specified transaction or class of transactions (with or without specifying additional conditions); and (ii) to determine all questions and doubts arising in relation to the interpretation or construction any of the provisions of the DTD; (d) the Debenture Trustee shall not be responsible for the amounts paid by the Applicants for the Debentures; (e) the Debenture Trustee shall not be responsible for acting upon any resolution purporting to have been passed at any meeting of the Debenture Holders in respect whereof minutes have been made and signed even though it may subsequently be found that there was some defect in the constitution of the meeting or the passing of the resolution or that for any reason the resolution was not valid or binding upon the Debenture Holders; (f) the Debenture Trustee and each receiver, attorney, manager, agent or other person appointed by it shall, subject to the provisions of the Act, be entitled to be indemnified by the Issuer in respect of all liabilities and expenses incurred by it in the execution or purported execution of the powers and trusts thereof; (g) 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 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; (h) subject to the approval of the Debenture Holders 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 Holders or by a Majority Resolution duly passed at a meeting of the Debenture Holders. The Debenture Trustee shall not be bound to act at the request or
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	direction of the Debenture Holders under any provisions of the Transaction Documents unless sufficient amounts shall have been provided or provision to the satisfaction of the Debenture Trustee has been made for providing such amounts and the Debenture Trustee is indemnified to its satisfaction against all further costs, charges, expenses and liability which may be incurred in complying with such request or direction; (i) 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; (j) the Debenture Trustee shall forward to the Debenture Holders copies of any information or documents from the Issuer pursuant to the DTD within 2 (two) Business Days of receiving such information or document from the Issuer; (k) without prejudice to anything contained in this sub-section name "<i>Roles and Responsibilities of the Debenture Trustee</i>", the Debenture Trustee shall oversee and monitor the transaction contemplated in the Transaction Documents for and on behalf of the Debenture Holders; and (l) the Debenture Trustee shall, until the Final Settlement Date, adhere to and comply with its obligations and responsibilities under the SEBI Debenture Trustees Master Circular. PROVIDED THAT nothing contained in this sub-section name "<i>Roles and Responsibilities of the Debenture Trustee</i>" shall exempt the Debenture Trustee or any receiver, attorney, manager, agent or other person appointed by the Debenture Trustee from or indemnify them against any liability for breach of trust nor any liability which by virtue of any rule or Applicable Law would otherwise attach to them in respect of any negligence, default or breach of trust which they may be guilty of in relation to their duties hereunder.
Risk factors pertaining to the issue	Please refer Section 3.
Governing Law & Jurisdiction	The Transaction Documents shall be governed by and will be construed in accordance with the laws of India and any disputes arising there from shall be subject to the jurisdiction of appropriate courts and tribunals at Mumbai, India and as more particularly provided for in the respective Transaction Documents.
Business Day Convention	(a) Interest and all other charges shall accrue based on an actual/actual basis. (b) All payments in respect of the Debentures required to be made by the Issuer shall be made on a Business Day.

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	(c) If any Due Date on which any interest or additional interest is payable falls on a day which is a Sunday or is not a Business Day, the payment to be made on such Due Date shall be made on the succeeding Business Day. (d) If any Due Date on which any Outstanding Principal Amounts are payable falls on a day which is a Sunday or is not a Business Day, the payment to be made on such Due Date shall be made on the preceding Business Day. (e) If the Final Redemption Date falls on a day which is a Sunday or is not a Business Day, the payment of any amounts in respect of the Outstanding Principal Amounts to be made shall be made on the preceding Business Day. (f) In the absence of anything to the contrary mentioned in the DTD and other Transaction Documents, if any day for performance of any acts under the Transaction Documents (other than those set out in paragraph (c) to paragraph (e) above) falls on a day which is not a Business Day, such acts shall be performed shall be made on the succeeding Business Day.
Multiple Issuances	(a) Subject to Applicable Law, the Issuer reserves the right to make multiple issuances under the same ISIN. (b) Such issue can be made either by way of creation of fresh ISIN or by way of issuance under the existing ISIN at premium/par/discount as the case may be in accordance with the Applicable Law.
Additional Disclosures (Security Creation)	(a) In the event that the Issuer is unable to maintain the Security Cover in accordance with the terms prescribed under the Transaction Documents, the Issuer shall pay additional interest at 2% (two percent) per annum over the Interest Rate in respect of the Debentures, from the date of the occurrence of such delay and/or default until the Security Cover is maintained, or the Debentures are fully redeemed (whichever is earlier), on each Interest Payment Date occurring during the aforementioned period. (b) In the event of any delay in the execution of any Transaction Document (including the DTD or the Deed of Hypothecation) or the creation and perfection of security 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/redeem the Debentures; 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

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	the relevant Transaction Document is duly executed or the security is duly created and perfected in terms thereof or the Debentures are fully redeemed (whichever is earlier).
Additional Disclosures (Default in Payment)	In the event of occurrence of a Payment Default, the Issuer shall pay additional interest at 2% (two percent) per annum over the Interest Rate in respect of the Debentures on the amount of such Payment Default from the date of the occurrence of such Payment Default until such Payment Default is cured or the Debentures are fully redeemed (whichever is earlier), 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, pursuant to the requirements prescribed under the SEBI Listing Timelines Requirements, the Issuer will pay to the Debenture Holders, penal interest of 1% (one percent) per annum over the Interest Rate, from the Deemed Date of Allotment until the listing of the Debentures is completed.
Declaration required by BSE Limited	This Issue of Debentures does not form part of non-equity regulatory capital mentioned under Chapter V of the Securities and Exchange Board of India (Issue and Listing of Non-Convertible Securities) Regulations, 2021. The face value of each debt security/Debenture issued on private placement basis shall be INR 1,00,000 (Indian Rupees One Lakh).

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