

SCHEME OF AMALGAMATION

OF

GODREJ FINANCE LIMITED
("TRANSFEROR COMPANY")

WITH

GODREJ CAPITAL LIMITED
("TRANSFeree COMPANY")

AND

THEIR RESPECTIVE SHAREHOLDERS

UNDER SECTION 233 AND OTHER APPLICABLE PROVISIONS OF THE COMPANIES ACT, 2013

(A) PREAMBLE

This Scheme (*as defined hereinafter*) provides for the amalgamation of Godrej Finance Limited ("**Transferor Company**") with Godrej Capital Limited ("**Transferee Company**") with effect from the Appointed Date (*as defined hereinafter*) under the provisions of Section 233 and other applicable provisions of the Act (*as defined hereinafter*) and for various other matters consequential thereto or otherwise integrally connected therewith.

(B) DESCRIPTION OF COMPANIES

1. **Godrej Finance Limited ("Transferor Company")** is incorporated under the provisions of the Companies Act 1956 and it is registered with the Reserve Bank of India ("**RBI**") as a Middle Layer non-deposit taking Non Banking Financial Company. The Transferor Company is registered as a corporate agent with the Insurance Regulatory and Development Authority of India ("**IRDAI**"). The Transferor Company is primarily engaged in advancing loans and financing. The Transferor Company is a wholly owned subsidiary of the Transferee Company. The non-convertible debentures of the Transferor Company are listed on the National Stock Exchange of India Limited ("**NSE**") and the commercial papers of the Transferor Company are listed on BSE Limited.
2. **Godrej Capital Limited ("Transferee Company")** is incorporated under the provisions of the Act and it is a core investment company exempt from registration with the RBI. The Transferee Company along with its subsidiaries, is engaged in the business of housing finance, loans against property, Micro, Small and Medium Enterprises ("**MSME**") finance and to invest in and acquire, hold, sell, buy, subscribe or otherwise deal in shares, stocks etc.

(C) RATIONALE

With the objective of simplifying the group structure, it is proposed to consolidate the assets and liabilities of the Transferor Company with the Transferee Company, its holding company. The rationale and the benefits of the amalgamation of the Transferor Company with the Transferee Company, are as follows:

- (i) Streamlining of the corporate structure and consolidation of assets and liabilities of the Transferor Company with the Transferee Company, leading to synergies of operations and resulting in the expansion and long-term sustainable growth, which will enhance value for various stakeholders of the Transferee Company;

- (ii) Simplification of corporate structure by reducing the multiplicity of legal and regulatory compliances through rationalization;
- (iii) Reduction of administrative responsibilities, multiplicity of records and legal and regulatory compliances, cost savings and elimination of duplicate expenses; and
- (iv) Achieve optimal and efficient utilization of capital, enhance operational and management efficiencies.

Accordingly, the Scheme is in the interest of the Parties involved and their respective stakeholders.

(D) PARTS OF THE SCHEME

PART I deals with the definitions and interpretations, share capital of the Parties and date of taking effect and implementation of this Scheme;

PART II deals with the amalgamation of the Transferor Company with the Transferee Company and matters incidental thereto; and

PART III deals with the general terms and conditions applicable to this Scheme.

PART - I
DEFINITIONS, SHARE CAPITAL OF THE PARTIES AND DATE OF TAKING EFFECT
AND IMPLEMENTATION OF THIS SCHEME

1. DEFINITIONS

- 1.1 In this Scheme, unless inconsistent with the subject or context thereof (i) capitalised terms defined by inclusion in quotations and / or parenthesis shall have the meanings so ascribed; and (ii) the following expressions shall have the meanings ascribed hereunder:

“Act” means the Companies Act, 2013;

“Applicable Law” or **“Law”** means any applicable national, foreign, provincial, local or other law including applicable provisions of all: (i) constitutions, decrees, treaties, statutes, enactments, laws (including the common law), bye-laws, codes, notifications, rules, regulations, policies, guidelines, circulars, clearances, approvals, directions, directives, ordinances or orders of any Appropriate Authority, statutory authority, court, National Company Law Tribunal(s); (ii) Permits; and (iii) orders, decisions, writs, injunctions, judgments, awards and decrees of or agreements with any Appropriate Authority having jurisdiction over the Parties in each case having the force of law and that is binding or applicable to a Person as may be in force from time to time;

“Appointed Date” means opening business hours of Effective Date or such other date as may be approved by the Boards of the Parties;

“Appropriate Authority” means: (i) the government of any jurisdiction (including any national, state, municipal or local government or any political or administrative subdivision thereof) and any department, ministry, agency, instrumentality, court, tribunals, central bank, commission or other authority thereof; and (ii) any governmental, quasi-governmental or private body, self-regulatory organisation, or agency lawfully exercising, or entitled to exercise, any administrative, executive, judicial, legislative, regulatory, statutory, licensing, competition, Tax, importing, exporting or other governmental or quasi-governmental authority including without limitation, RBI, IRDAI, SEBI, NSE, etc.;

“Board” in relation to the Parties, means the board of directors of such Party, and shall include a committee of directors or any person authorized by such board of directors or such committee of directors duly constituted and authorized for the matters pertaining to this Scheme or any other matter relating hereto;

“Central Government” means the Regional Director, Western Region, Directorate I, Ministry of Corporate Affairs or Regional Director, Western Region, Directorate II, Ministry of Corporate Affairs, as applicable, and as notified vide notification dated December 19, 2016 (F. No. 2/31/CAA/2013-CL-V) read with notification dated October 23, 2025 (F. No. A-11/1/2024-Ad.II, MCA), for the purpose of Section 233 or any other applicable provisions of the Act;

“Effective Date” means the opening hours of the first day of the month immediately succeeding the month in which last of the conditions specified in Clause 17 (Conditions Precedent) are complied with or otherwise duly waived. Reference in this Scheme to the date of **“coming into effect of this Scheme”** or **“effectiveness of this Scheme”** or **“effect of this Scheme”** or **“upon the Scheme becoming effective”** shall mean the Effective Date;

“Income Tax Act” means the Income-tax Act, 1961 or the Income-tax Act, 2025, as applicable;

“INR” means Indian Rupee, the lawful currency of the Republic of India;

“NSE” means National Stock Exchange of India Limited;

“Parties” means the Transferor Company and the Transferee Company, collectively and

“Party” shall mean each of them, individually;

“Permits” means all consents, licences, permits, certificates, permissions, authorisations, clarifications, approvals, clearances, confirmations, declarations, waivers, exemptions, registrations, filings, no objections, whether governmental, statutory or regulatory as required under Applicable Law;

“Person” means an individual, a partnership, a corporation, a limited liability partnership, a company, an association, a trust, a joint venture, an unincorporated organization or an Appropriate Authority;

“RoC” means the jurisdictional Registrar of Companies;

“Scheme” means this scheme of amalgamation as modified from time to time;

“SEBI” means the Securities and Exchange Board of India, constituted under the Securities and Exchange Board of India Act, 1992;

“SEBI Circular” means the circular(s) issued by the SEBI pursuant to regulations 11, 37, 59A, 94 and 94A of the SEBI (Listing Obligations and Disclosure Requirements), Regulations, 2015 including any amendments or modifications thereof;

“SEBI LODR Regulations” means the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015, as amended from time to time;

“Tax Laws” means all Applicable Laws dealing with Taxes including but not limited to income-tax, wealth tax, sales tax / value added tax, service tax, goods and service tax, excise duty, customs duty or any other levy of similar nature;

“Taxation” or “Tax” or “Taxes” means all forms of taxes and statutory, governmental, state, provincial, local governmental or municipal impositions, duties, contributions and levies, whether levied by reference to income, profits, book profits, gains, net wealth, asset values, turnover, added value, goods and services or otherwise and shall further include payments in respect of or on account of tax, whether by way of deduction at source, collection at source, dividend distribution tax, buyback distribution tax, equalization levy, advance tax, self-assessment tax, regular assessment taxes, goods and services tax or otherwise or attributable directly or indirectly to any of the Parties and all penalties, surcharge, cess, charges, costs and interest relating thereto;

“Transferor Company” means Godrej Finance Limited, a public company incorporated under the provisions of the Companies Act 1956 having corporate identity number U67120MH1992PLC065457 and its registered office at Godrej One, Pirojshanagar, Eastern Express Highway, Vikhroli (East), Mumbai - 400079, Maharashtra, India; and

“Transferee Company” means Godrej Capital Limited, a public company incorporated under the provisions of the Companies Act 2013, having corporate identity number

U67100MH2019PLC330262 and its registered office at Godrej One, Pirojshanagar, Eastern Express Highway, Vikhroli (East), Mumbai - 400079, Maharashtra, India.

1.2 Interpretation

In this Scheme, unless the context otherwise requires:

- 1.2.1 words denoting the singular shall include the plural and *vice versa*;
- 1.2.2 reference to any law or legislation shall include the rules and regulations thereunder and amendments thereto;
- 1.2.3 headings, sub-headings, titles, sub-titles to clauses, sub-clauses and paragraphs are for information and convenience only and shall be ignored in construing the Scheme; and
- 1.2.4 all terms and words not defined in this Scheme shall unless repugnant or contrary to the context or meaning thereof, have the same meaning as prescribed to them under the Act, Income-tax Act, 1961, Income-tax Act, 2025, Securities Contracts (Regulation) Act, 1956 or any other applicable laws, rules, regulations, bye laws, as the case may be.

2. SHARE CAPITAL

- 2.1 The share capital structure of the Transferor Company as on the date of its Board approving the Scheme is as follows:

Particulars	Amount in INR
Authorized share capital	
2,00,00,00,000 equity shares of INR 10 each	20,00,00,00,000
Total	20,00,00,00,000
Issued, subscribed and paid-up share capital	
1,37,79,45,872 equity shares of INR 10 each fully paid-up	13,77,94,58,720
Total	13,77,94,58,720

- 2.2 The share capital structure of the Transferee Company as on the date of its Board meeting approving the Scheme is as follows:

Particulars	Amount in INR
Authorized share capital	
500,00,00,000 equity shares of INR 10 each	5000,00,00,000
Total	5000,00,00,000
Issued share capital	
88,64,68,848 equity shares of INR 10 each	886,46,88,480
Total	886,46,88,480
Subscribed and paid-up share capital	
88,37,51,635 equity shares of INR 10 each fully paid-up	883,75,16,350
Total	883,75,16,350

3. DATE OF TAKING EFFECT AND IMPLEMENTATION OF THIS SCHEME

This Scheme in its present form or with any modification(s) made as per Clause 19 of this Scheme shall become effective from the Appointed Date but shall be operative from the Effective Date.

PART – II
AMALGAMATION OF THE TRANSFEROR COMPANY WITH THE TRANSFeree COMPANY

4. AMALGAMATION AND VESTING OF ASSETS AND LIABILITIES AND ENTIRE BUSINESS OF THE TRANSFEROR COMPANY

- 4.1 Upon coming into effect of the Scheme, with effect from the Appointed Date and in accordance with the provisions of this Scheme and pursuant to Section 233 and other applicable provisions of the Act and Section 2(1B) of the Income-tax Act, 1961 or Section 2(6) of the Income-tax Act, 2025, as applicable, the Transferor Company shall stand transferred to and vested in the Transferee Company as a *going concern* and all the assets and liabilities, rights and claims, title and interest of the Transferor Company shall, without any further act, instrument or deed, stand transferred to and vested in or be deemed to have been transferred to and vested in the Transferee Company, so as to become on and from the Appointed Date, the assets and liabilities, rights, claims, title and interest of the Transferee Company by virtue of operation of law, and in the manner provided in this Scheme.
- 4.2 Without prejudice to the generality of the provisions of Clause 4.1 above, the manner of transfer and vesting of assets and liabilities of the Transferor Company under this Scheme, is as follows:
- 4.2.1 In respect of such of the assets and properties of the Transferor Company which are movable in nature or incorporeal property, whether present or future, whether in possession or not, of whatever nature and wherever situated (including but not limited to all intangible assets, brands, trademarks of the Transferor Company, whether registered or unregistered trademarks along with all rights of commercial nature including attached goodwill, title, interest, labels and brand registrations, copyrights, trademarks and all such other industrial and intellectual property rights of whatsoever nature) or are otherwise capable of transfer by delivery or possession or by endorsement, shall stand transferred upon the Scheme coming into effect and shall, *ipso facto* and without any other order to this effect, become the assets and properties of the Transferee Company without requiring any deed or instrument of conveyance for transfer of the same. The vesting pursuant to this sub-clause shall be deemed to have occurred by physical or constructive delivery or by endorsement and delivery or by vesting and recordal, pursuant to this Scheme, as appropriate to the property being vested, and title to the property shall be deemed to have been transferred accordingly to the Transferee Company;
- 4.2.2 With respect to the assets and properties of the Transferor Company other than those referred to in Clause 4.2.1 above, including all rights, title and interests in the agreements (including agreements for lease or license of the properties), investments in shares, mutual funds, bonds and any other securities, sundry debtors, claims from customers or otherwise, outstanding loans and advances, if any, recoverable in cash or in kind or for value to be received, bank balances and deposits, if any, with Government, semi-Government, local and other authorities and bodies, customers and other persons, whether or not the same is held in the name of the Transferor Company, shall, without any further act, instrument or deed, be transferred to and vested in and/ or be deemed to be transferred to and vested in the Transferee Company, with effect from the Appointed Date by operation of law as transmission or as the case may be in favour of Transferee Company. It is clarified that all contracts, client agreements, lending agreements, facility agreements, and know your customer

details, agreements with Stock Exchanges, agreement with banks/ clearing member, vendor agreements and power of attorneys would get transferred to and vested in the Transferee Company, with effect from the Appointed Date by operation of law as transmission, as the case may be, in favour of Transferee Company and shall have been deemed to have been entered into by the Transferee Company. With regard to the licenses of the properties, the Transferee Company will enter into novation agreements, if it is so required;

- 4.2.3 In respect of such of the assets and properties of the Transferor Company which are immovable in nature, whether or not recorded in the books of the Transferor Company, including rights, interest and easements in relation thereto, the same shall stand transferred to and be vested in the Transferee Company with effect from the Appointed Date, without any act or deed or conveyance being required to be done or executed by the Transferor Company and/ or the Transferee Company. The Transferee Company shall be entitled to exercise all rights and privileges attached to such immovable properties and shall be liable to pay the ground rent and Taxes and fulfil all obligations in relation to or applicable to such immovable assets and properties;
- 4.2.4 For the avoidance of doubt and without prejudice to the generality of Clause 4.2.3 above and Clause 4.2.5 below, it is clarified that, with respect to the immovable properties of the Transferor Company in the nature of land and buildings, the Transferor Company and/ or the Transferee Company shall register the true copy of the orders of the Central Government approving the Scheme with the offices of the relevant Sub-registrar of Assurances or similar registering authority having jurisdiction over the location of such immovable property and shall also execute and register, as required, such other documents which may be necessary in this regard. It is clarified that any document executed pursuant to this Clause 4.2.4 or Clause 4.2.5 below will be for the limited purpose of meeting regulatory requirements and shall not be deemed to be a document under which the transfer of any asset of the Transferor Company takes place and all assets of the Transferor Company shall be transferred solely pursuant to and in terms of this Scheme and the order of the Central Government sanctioning this Scheme. The mutation or substitution of the title to the immovable properties shall, upon the Scheme becoming effective, be made and duly recorded in the name of the Transferee Company by the Appropriate Authority pursuant to the Scheme coming into effect, in accordance with the terms hereof;
- 4.2.5 Notwithstanding anything contained in this Scheme, with respect to the immovable properties of the Transferor Company in the nature of land and buildings situated in states other than the State of Maharashtra, whether owned or leased, for the purpose of, *inter alia*, payment of stamp duty and vesting in the Transferee Company, if the Transferee Company so decides, the Transferor Company and/ or the Transferee Company, whether before or after the Effective Date, may execute and register or cause to be executed and registered, separate deeds of conveyance or deeds of assignment of lease, as the case may be, in favour of the Transferee Company in respect of such immovable properties at the cost and expense of the Transferee Company. Each of the immovable properties, only for the purposes of the payment of stamp duty (if required under the Applicable Law), shall be deemed to be conveyed at a value of such specific immovable property determined by the relevant authorities in accordance with the applicable circle rates. The transfer of such immovable properties shall form an integral part of this Scheme;

- 4.2.6 Upon effectiveness of the Scheme, all debts (including bonds, notes, commercial papers and such other debt instruments, whether secured or unsecured liabilities (including contingent liabilities), Taxes, duties, provisions and obligations (including any undertakings as promoter of its subsidiaries/ joint ventures/ associates and related obligations, sponsor support undertakings and related obligations, if any) of the Transferor Company shall, without any further act, instrument or deed be transferred to, and vested in, and/or deemed to have been transferred to, and vested in, the Transferee Company, so as to become on and from the Appointed Date, the debts, liabilities, duties and obligations (including sponsor support undertakings and related obligations) of the Transferee Company on the same terms and conditions as were applicable to the Transferor Company, and it shall not be necessary to obtain the consent of any Person who is a party to contract or arrangement by virtue of which such liabilities have arisen in order to give effect to the provisions of this Clause 4;
- 4.2.7 Unless otherwise agreed to between the Transferor Company, the vesting of all the assets of the Transferor Company, as aforesaid, shall be subject to encumbrances, if any, over or in respect of any of the assets or any part thereof, provided however that such encumbrances shall be confined only to the relevant assets of the Transferor Company or part thereof on or over which they are subsisting on and no such encumbrances shall extend over or apply to any other asset(s) of the Transferee Company. Any reference in any security documents or arrangements (to which the Transferor Company is a party) related to any assets of the Transferor Company shall be so construed to the end and intent that such security shall not extend, nor be deemed to extend, to any of the other asset(s) of the Transferee Company. Similarly, the Transferee Company shall not be required to create any additional security over the assets vested under this Scheme for any loans, debentures, deposits or other financial assistance already availed of / to be availed of by it, and the encumbrances in respect of such indebtedness of the Transferee Company shall not extend or be deemed to extend or apply to the assets so vested;
- 4.2.8 All the security interest over any moveable and/or immoveable properties and security in any other form (both present and future) including but not limited to any pledges, or guarantees, if any, created/executed by any person in favour of the Transferor Company or any other person acting on behalf of or for the benefit of the Transferor Company for securing the obligations of the persons to whom the Transferor Company has advanced loans and granted other financial assistance, by way of letter of comfort or through other similar instruments shall without any further act, instrument or deed stand vested in and be deemed to be in favour of the Transferee Company and the benefit of such security shall be available to the Transferee Company as if such security was *ab initio* created in favour of the Transferee Company. The recordal of such benefits/ charges, created in favour of the Transferee Company, shall upon this Scheme becoming effective and with effect from the Appointed Date, be made and duly recorded in the name of the Transferee Company by the appropriate authorities and third parties (including any depository participants) pursuant to the sanction of this Scheme by the Central Government and upon the Scheme becoming effective in accordance with the terms hereof;
- 4.2.9 If the Transferor Company is entitled to any unutilized credits (including accumulated losses, capital loss and unabsorbed depreciation, book loss and book depreciation, withholding tax, advance tax, deductions, exemptions, sales tax, excise duty, customs duty, service tax, value added tax, goods and service tax, other incentives), benefits under the state or central fiscal / investment incentive schemes and policies or concessions under any Tax Laws or Applicable Law, any subsidies, special status,

benefits, privileges granted by Appropriate Authority or by any other Person, the Transferee Company shall be entitled, as an integral part of the Scheme, to claim such benefit or incentives or unutilised credits as the case may be without any specific approval or permission. Without prejudice to the generality of the foregoing, in respect of unutilized input credits of goods and service tax and value added tax of the Transferor Company, if any, the same shall be transferred to the Transferee Company in accordance with the Applicable Law;

- 4.2.10 All Permits, including the benefits attached thereto of the Transferor Company, shall be transferred to the Transferee Company from the Appointed Date, without any further act, instrument or deed and shall be appropriately mutated or endorsed by the Appropriate Authorities concerned therewith in favour of the Transferee Company as if the same were originally given by, issued to or executed in favour of the Transferee Company and the Transferee Company shall be bound by the terms, obligations and duties thereunder, and the rights and benefits under the same shall be available to the Transferee Company to carry on the operations of the Transferor Company without any hindrance, whatsoever;
- 4.2.11 All contracts, agreements (including joint venture agreements, memorandum of understandings, consortium agreements), undertakings of whatsoever nature, whether written or otherwise, deeds, bonds, arrangements, service agreements, or other instruments, all assurances in favour of the Transferor Company or powers or authorities granted to it, of whatever nature along with the contractual rights (including claim receivables and claim proceeds) and obligations to which the Transferor Company is a party or to the benefit of which the Transferor Company may be eligible and which are subsisting or having effect, immediately before the Effective Date, shall stand transferred to and vested in the Transferee Company pursuant to this Scheme becoming effective, without any further act, instrument, deed or thing. The absence of any formal amendment which may be required by a third party to effect such transfer and vesting shall not affect the operation of the foregoing sentence. Without prejudice to the foregoing, the Transferor Company may wherever necessary, enter into and/ or execute deeds, writings, confirmations or novations to all such contracts, if necessary, in order to give formal effect to the provisions of this Clause;
- 4.2.12 Without prejudice to the provisions as stated above, all trade and service names and marks, patents, copyrights, designs, goodwill, business and project credentials which includes the positive reputation that the Transferor Company was enjoying to retain its clients, statutory licenses, infrastructural advantages, overall increase in market share, customer base, skilled employees, business claims, business information, business contracts, trade style and name, marketing and distribution channels, marketing or other commercial rights, customer relationship, trade secrets, information on consumption pattern or habits of the consumers in the territory, technical know-how, client records, KYC (know your customer) records/ POAs (power of attorney), authorisations, client details and other intellectual property rights of any nature whatsoever, books, records, files, papers, software licenses (whether proprietary or otherwise), drawings, computer programs, manuals, data, catalogues, quotations, sales and advertising material, lists of present and former customers and suppliers, other customer information, customer credit information, supplier / customer pricing information and all other records and documents, whether in physical or electronic form relating to business activities and operations of the Transferor Company shall be transferred to the Transferee Company from the Appointed Date, without any further act, instrument or deed;

- 4.2.13 On and from the Effective Date and till such time that the name(s) of the bank accounts of the Transferor Company have been replaced with that of the Transferee Company, the Transferee Company shall be entitled to maintain and operate the bank accounts of the Transferor Company in the name of the Transferor Company for such time as may be determined to be necessary by the Transferee Company. All cheques and other negotiable instruments, payment orders received or presented for encashment which are in the name of the Transferor Company after the Effective Date shall be accepted by the bankers of the Transferee Company and credited to the account of the Transferee Company, if presented by the Transferee Company;
- 4.2.14 All letters of intent/ acceptance/ awards, memoranda, requests for proposal, qualifications, pre-qualifications (including pending applications), and other instruments of whatsoever nature to which the Transferor Company is a party to or to the benefit of which Transferor Company may be eligible (including but not limited to entire experience, credentials, past record and market share), shall remain in full force and effect against or in favour of Transferee Company without any further act, instrument, deed or thing and may be enforced as fully and effectually as if, instead of the Transferor Company, the Transferee Company had been a party or beneficiary or oblige or applicant thereto; and
- 4.2.15 With effect from Appointed Date and upon this Scheme coming into effect, all inter-company transactions including loans, contracts executed or entered into by or *inter se* between the Transferor Company and the Transferee Company, if any, shall stand cancelled and set-off against each other and neither the Transferor Company nor Transferee Company shall have any obligation or liability against the other party in relation thereto.
- 4.3 Without prejudice to the provisions of the foregoing sub-clauses of this Clause 4 and upon the effectiveness of Part II of this Scheme, the Transferor Company and the Transferee Company may execute any and all instruments or documents and do all acts, deeds and things as may be required, including filing of necessary particulars and/or modification(s) of charge, necessary applications, notices, intimations or letters with any Appropriate Authority or Person to give effect to the Scheme. Any procedural requirements required to be fulfilled solely by the Transferor Company, shall be fulfilled by the Transferee Company as if it were the duly constituted attorney of the Transferor Company. The Transferee Company shall take such actions as may be necessary and permissible to get the assets, Permits and contracts of the Transferor Company transferred and/or registered in its name.

5. EMPLOYEES

- 5.1 With effect from the Effective Date, all employees of the Transferor Company, if any, shall become employees of the Transferee Company on terms and conditions no less favourable than those on which they are engaged by the Transferor Company without interruption in service.
- 5.2 The accumulated balances, if any, standing to the credit of and in favour of the aforesaid employees in the existing provident fund, gratuity fund, superannuation fund, national pension scheme and any other fund of which they are members, as the case may be, will be transferred to the funds nominated by the Transferee Company. Pending the transfer as aforesaid, the dues of the said employees would continue to be deposited in the existing provident fund, gratuity fund, superannuation fund, national pension scheme account and other fund respectively of the Transferor Company and such funds shall be held for the benefit of the employees transferred under the Scheme.

6. LEGAL PROCEEDINGS

- 6.1 If any suit, cause of actions, appeal or other legal, quasi-judicial, arbitral or other administrative proceedings of whatever nature, including proceedings relating to the securitization transactions and Tax Laws, by or against the Transferor Company are pending on the Effective Date, the same shall not abate, be discontinued or be in any way prejudicially affected by reason of the amalgamation or of anything contained in this Scheme, but it may be continued, prosecuted and enforced by or against the Transferee Company in the same manner and to the same extent as it would or might have been continued, prosecuted and enforced by or against the Transferor Company as if this Scheme had not been made. On and from the Effective Date, the Transferee Company may initiate any legal proceeding(s) for and on behalf of the Transferor Company.
- 6.2 From the Appointed Date and until the Effective Date, the Transferor Company shall defend all legal proceedings, other than in the ordinary course of business, with the advice and instructions of the Transferee Company.

7. TAXES / DUTIES / CESS

- 7.1 This Scheme has been drawn up to comply with the conditions specified under Section 2(1B) of the Income-tax Act, 1961 or Section 2(6) of the Income-tax Act, 2025 and other relevant sections of the Income Tax Act. If any of the terms or provisions of the Scheme are found or interpreted to be inconsistent with the provisions of the said sections and other relevant provisions at a later date including resulting from a retrospective amendment of law or for any other reason whatsoever, till the time the Scheme becomes effective, the provisions of the said section and other relevant provisions of the Income Tax Act shall prevail and the Scheme shall stand modified to the extent determined necessary to comply with Section 2(1B) of the Income-tax Act, 1961 or Section 2(6) of the Income-tax Act, 2025 and other relevant sections of the Income Tax Act. Such modification will, however, not affect the other parts of the Scheme.
- 7.2 With effect from the Appointed Date and upon the effectiveness of the Scheme, by operation of law pursuant to the order of the Central Government:
- 7.2.1 Taxes, whether direct or indirect, of whatsoever nature including advance tax, self-assessment tax, regular assessment taxes, tax deducted at source, tax collected at source, dividend distribution tax, equalisation levy, tax credits, if any, paid by the Transferor Company shall be treated as paid by the Transferee Company and it shall be entitled to claim the credit, refund, adjustment for the same as may be applicable, notwithstanding that challans or records may be in the name of the Transferor Company. Further, any tax deducted at source by the Transferor Company / the Transferee Company on payables to the Transferee Company / the Transferor Company, respectively, which income shall not be accrued in the books pursuant to the Scheme, shall also be deemed to be advance taxes paid by the Transferee Company and shall, in all proceedings, be dealt with accordingly; and
- 7.2.2 The Transferor Company / the Transferee Company is expressly permitted to revise and file their income tax returns and other statutory returns, along with the necessary prescribed forms, filings and annexures even beyond the due date, if required, including tax deducted / collected at source returns, service tax returns, excise tax returns, sales tax / value added tax / goods and service tax returns, as may be applicable and has expressly reserved the right to make such provision in its returns and to claim refunds, advance tax credits, credit of tax deducted at source, credit of

foreign Taxes paid / withheld, etc. if any, as may be required for the purposes of / consequent to implementation of the Scheme. All compliances undertaken by the Transferor Company from the Appointed Date till the Effective Date will be considered as compliances undertaken by the Transferee Company. The Transferee Company shall be entitled to credit of the tax paid including, but not limited to, credit of the advance tax, self-assessment tax, tax deducted at source, tax collected at source and credit under GST law, in relation to the Transferor Company, for the period between the Appointed Date and the Effective Date.

7.3 It is hereby clarified that in case of any refunds, benefits, incentives, grants, subsidies, rebate, etc., the Transferee Company, if so required, shall issue notice in the name of the Transferor Company, in such form as it may deem fit and proper stating that pursuant to the Central Government having sanctioned this Scheme under Section 233 of the Act, the relevant refund, benefit, incentive, grant, subsidies, rebate, etc. granted by any Appropriate Authority, local authority or by any other person under the Tax Laws due to the Transferor Company shall stand vested in the Transferee Company and the above benefits be paid or made good or held on account of the Transferee Company, as the person entitled thereto, to the end and intent that the right of the Transferor Company to recover or realise or claim such benefit or incentives or unutilised credits, stands transferred to the Transferee Company. All taxes / credits including income-tax, sales tax, excise duty, custom duty, service tax, value added tax, goods and service tax or any other direct or indirect taxes as may be applicable, etc. paid or payable by the Transferor Company before the Appointed Date, shall be on account of the Transferor Company. All the expenses incurred by the Transferor Company and the Transferee Company in relation to the amalgamation of the Transferor Company with the Transferee Company in accordance with this Scheme, including stamp duty expenses, if any, shall be allowed as deduction to the Transferee Company in accordance with Section 35DD of the Income Tax Act over a period of five (5) years beginning with the financial year in which this Scheme becomes effective.

7.4 Obligation for deduction of tax at source on any payment made by or to be made by the Transferor Company, under Tax Laws or other Applicable Laws / regulations dealing with Taxes / duties / levies duly complied by the Transferor Company shall be made or deemed to have been made and duly complied with by the Transferee Company.

8. CONSIDERATION

8.1 Since the Transferor Company is wholly owned subsidiary of the Transferee Company, upon amalgamation of the Transferor Company with the Transferee Company, no consideration shall be issued by the Transferee Company.

8.2 Upon the Scheme becoming effective, the entire share capital of the Transferor Company held by the Transferee Company along with its nominees, shall stand cancelled without any further application, act, or deed.

9. ACCOUNTING TREATMENT

Upon the Scheme being effective and with effect from Appointed Date, the Transferee Company shall account for the amalgamation of the Transferor Company in its books of accounts in accordance with 'pooling of interest method' of accounting as laid down in the Appendix C of Indian Accounting Standards (IND AS) 103 - Business Combinations and other accounting principles prescribed under the Companies (Indian Accounting Standards) Rules, 2015 (as amended) notified under Section 133 of the Act and relevant clarifications Issued by Institute of Chartered Accountants of India.

10. VALIDITY OF EXISTING RESOLUTIONS, ETC.

Upon this Scheme coming into effect, the resolutions / power of attorneys / letter of authority(ies) executed by the Transferor Company and that are valid and subsisting on the Effective Date, shall continue to be valid and subsisting and be considered as resolutions, power of attorney and letter of authority(ies) passed / executed by the Transferee Company and if any such resolutions have any monetary limits approved under the provisions of the Act or any other applicable statutory provisions, then such limits shall be added to the limits, if any, under like resolutions passed by the Transferee Company and shall constitute the new aggregate limits for each of the subject matters covered under such resolutions for the purpose of the Transferee Company without any further act or deed.

11. DISSOLUTION OF THE TRANSFEROR COMPANY

On the Scheme becoming effective, the Transferor Company shall stand dissolved without being wound up and the Board and any committees thereof shall without any further act, instrument or deed be and stand discharged. On and from the Effective Date, the name of the Transferor Company shall be deemed to be struck off from the records of the RoC.

12. COMBINATION OF AUTHORISED SHARE CAPITAL OF THE TRANSFEE COMPANY

- 12.1 Upon the effectiveness of this Scheme, the aggregate amount of authorised share capital of the Transferor Company as on the Effective Date will be combined with the authorised share capital of the Transferee Company as on the Effective Date and accordingly the authorised share capital of the Transferee Company shall stand increased without any further act, instrument or deed on the part of Transferee Company including payment of stamp duty and fees to RoC.
- 12.2 For this purpose, the filing fees and stamp duty already paid by the Transferor Company on its authorized share capital shall be utilized and applied to the increased share capital of the Transferee Company, and shall be deemed to have been so paid by the Transferee Company on such combined authorised share capital and accordingly, the Transferee Company shall not be required to pay any fees/ stamp duty on the authorised share capital so increased.
- 12.3 Consequentially, the existing capital clause contained in the Memorandum of Association of the Transferee Company shall without any act, instrument or deed be and stand altered, modified, and amended pursuant to Sections 13, 61, 64 and other applicable provisions of the Act.

PART - III
GENERAL TERMS & CONDITIONS

13. IMPACT OF THE SCHEME ON NON-CONVERTIBLE DEBENTURE HOLDERS OF THE TRANSFEROR COMPANY

- 13.1 Pursuant to this Scheme, there will be no change in terms and conditions of the Non-Convertible Debentures (“NCDs”) of the Transferor Company. Details of NCDs of the Transferor Company, listed on NSE, are set out in **Schedule 1**. The NCDs of the Transferor Company as set out in **Schedule 1** hereto, will be transferred to the Transferee Company pursuant to this Scheme.
- 13.2 Safeguards for the protection of holders of NCDs of the Transferor Company: Pursuant to the Scheme, the NCD holders of the Transferor Company as on the Effective Date will become NCD holders of the Transferee Company on same terms, including the coupon rate, tenure, ISIN, redemption price, quantum, exclusive and first ranking nature of security, etc.
- 13.3 Exit offer to NCDs holders of the Transferor Company: The NCDs of the Transferor Company will continue to be freely tradable and listed on the NSE, thereby providing liquidity to holders of the NCDs of the Transferor Company and accordingly, no exit offer is provided to holders of NCDs of the Transferor Company.
- 13.4 In view of provisions of this Clause 13 above, the Scheme will not have any adverse impact on the holders of the NCDs.

14. FACILITATION PROVISION

- 14.1 Notwithstanding anything contained in this Scheme, on and after the Effective Date, until any property, asset, license, Permit, contract, agreement and rights and benefits arising therefrom pertaining to the Transferor Company are recorded, effected and / or perfected, in the records of any Appropriate Authority or otherwise, in favour of the Transferee Company, the Transferee Company is deemed to be authorized to enjoy the property, asset or the rights and benefits arising from the license, Permit, contract or agreement as if they were the owner of such property or asset or as if they were the original party to the license, Permit, contract or agreement.
- 14.2 The Transferee Company may, from time to time, in accordance with the Act, rules, and Applicable Law, issue securities to any Person (including by way of a rights issue, preferential allotment, private placement, qualified institutional placement, bonus issue or any other permissible manner), during the pendency of the Scheme.
- 14.3 The Transferor Company may, in accordance with Applicable Laws, issue securities by way of rights issue, preferential allotment, private placement, or other permitted methods to the Transferee Company at a value of Rs. 48.77 per share, as determined by the valuation report dated June 01, 2026 or as may be decided by the Board of the Parties.
- 14.4 The Transferee Company may, in accordance with Applicable Laws, issue securities by way of rights issue, preferential allotment, private placement, or other permitted methods at a value of Rs. 102.42 per share, as determined by the valuation report dated June 01, 2026 or as may be decided by the Board of the Parties.
- 14.5 Upon the Scheme being effective, all contracts, agreements (including joint venture agreements, memorandum of understandings, consortium agreements), undertakings of

whatsoever nature, whether written or otherwise, deeds, bonds, arrangements, service agreements, or other instruments, executed between the Transferor Company and the subsidiaries of the Transferee Company, shall stand transferred to and vested in the Transferor Company, pursuant to this Scheme, and approval as required under Section 188 of the Act shall be deemed to be obtained by the Transferee Company.

- 14.6 The Board of Transferee Company shall always be deemed to have been authorized to do all the acts, deeds and things as may be required for and on behalf the Board of the Transferor Company to give effect and implement the provisions of this Scheme, including executing any pleadings, applications, instruments, forms, policies, schemes, filing of necessary particulars relating to mutation and/or substitution of the ownership or the title to or interest in the immovable properties of the Transferor Company and/ or modifications of charge, fulfilling statutory obligations, approving, etc.

15. SAVING OF CONCLUDED TRANSACTIONS

Nothing in this Scheme shall affect any transaction or proceedings already concluded or liabilities incurred by the Transferor Company until the Effective Date, to the end and intent that the Transferee Company shall accept and adopt all acts, deeds and things done and executed by the Transferor Company in respect thereto, as done and executed on behalf of the Transferee Company.

16. BUSINESS UNTIL EFFECTIVE DATE

- 16.1 With effect from the date of approval of the Scheme by the respective Boards of the Parties and up to and including the Effective Date:

16.1.1 the Transferor Company shall carry on its business with reasonable diligence and business prudence and in the same manner as it has been hitherto conducting; and

16.1.2 the Transferee Company shall be entitled, pending the sanction of the Scheme, to apply to the Appropriate Authorities concerned as necessary under Applicable Law for such consents, approvals and sanctions which the Transferee Company may require to carry on the business of the Transferor Company, as the case may be, and to give effect to the Scheme.

17. CONDITIONS PRECEDENT

- 17.1 The effectiveness of the Scheme is conditional upon and subject to:

17.1.1 obtaining no-objection/ observation letter from the NSE in relation to the Scheme under Regulation 59A of the SEBI LODR Regulations;

17.1.2 the Transferor Company, complying with other provisions of the SEBI Circular, including seeking approval of the NCD holders through e-voting, as applicable;

17.1.3 receipt of license / certificate of registration by the Transferee Company to operate as a NBFC from the Reserve Bank of India;

17.1.4 approval of the Scheme by the requisite majority of each class of shareholders and such other classes of Persons of the Parties, if any, as applicable or as may be required under the Act and as may be directed by the Central Government;

- 17.1.5 the sanction and order of the Central Government or any other Appropriate Authority, as applicable, under Section 233 of the Act being obtained by the Parties;
 - 17.1.6 the certified or authenticated copies of the order of the Central Government or other Appropriate Authority sanctioning the Scheme being filed with the RoC; and
 - 17.1.7 receipt of relevant approvals for this Scheme as may be required from RBI or Appropriate Authority or any other Person which by Applicable Law or contract, agreement may be necessary for the implementation of this Scheme.
- 17.2 It is clarified that the approval consent/ approval of the shareholders of the Transferor Company and the Transferee Company to the Scheme, as may be applicable, shall be deemed to have resolved and accorded all relevant consents under the Act or otherwise to the same extent applicable in relation to matters specified in this Scheme and no further resolutions under Section 13, 14, 61, 186, 188 or any other applicable provisions of the Act, would be required to be separately passed.

18. APPLICATIONS / PETITIONS TO THE CENTRAL GOVERNMENT

The Parties shall make and file all applications and petitions under Section 233 and other applicable provisions of the Act before the Central Government, for sanction of this Scheme under the provisions of the Act.

19. MODIFICATION OR AMENDMENTS TO THIS SCHEME

- 19.1 The Board of the Parties acting jointly may make any modifications or amendments to this Scheme at any time and for any reason whatsoever, or which may otherwise be considered necessary, desirable or appropriate.
- 19.2 The Boards of the relevant Parties may assent/ consent to any conditions or limitations that the Central Government or any other Appropriate Authority may impose or otherwise directs or requires any modification or amendment of the Scheme, and such modification or amendment shall not, to the extent it adversely affects the interests of any of the Parties, be binding on each of the Parties, as the case may be, except where the prior written consent of the affected Party as the case may be, has been obtained for such modification or amendment.
- 19.3 For the purposes of giving effect to this Scheme or to any modification hereof, the Boards of the relevant Parties, acting jointly or individually, as may be relevant, give such directions including directions for settling any question or difficulty that may arise and such directions shall be binding on the Parties as if the same were specifically incorporated in this Scheme.

20. WITHDRAWAL OF THIS SCHEME, NON-RECEIPT OF APPROVALS AND SEVERABILITY

- 20.1 Parties, acting jointly, shall be at liberty to withdraw the Scheme, any time before the Scheme is effective including due to any condition or alteration imposed by the Central Government or Appropriate Authority or otherwise is unacceptable to them.
- 20.2 In the event of withdrawal of the Scheme under Clause 20.1 above, no rights and liabilities whatsoever shall accrue to or be incurred *inter se* the Parties or their respective shareholders or creditors or employees or any other Person.
- 20.3 In the event of any of the requisite sanctions and approvals not being obtained on or before such date as may be agreed to by the relevant Parties, this Scheme or relevant part(s) of this

Scheme shall become null and void and each Party shall bear and pay their respective costs, charges and expenses for and/ or in connection with this Scheme. Further, it is the intention of the Parties that each part shall be severable from the remainder of this Scheme and other parts of the Scheme shall not be affected, if any part of this Scheme becomes null and void or is found to be unworkable for any reason whatsoever.

21. COSTS AND EXPENSES

All costs, charges and expenses (including, but not limited to, any taxes and duties, stamp duty, registration charges, etc.) of in relation to or in connection with the Scheme and incidental to the completion of transactions contemplated under this Scheme shall be borne and paid by the Transferee Company.

Schedule 1- Details of Non- Convertible Debentures (NCDs) of the Transferor Company listed on NE as on the date of Board meeting of the Transferor Company approving the Scheme

	ISIN	No of NCDs	Face Value per NCD (Rs.)	Bid Opening Date	Bid Closing Date	Date of Allotment	Redemption Price (Rs. per NCD)	Redemption Ten Date	Terms of Redemption	Redemption Premium/Discount	Principal Redemption Amount (Rs.)	Coupon Rate	Coupon Frequency	Credit Rating	Tenure/Maturity	Call Option	Put Option	Early redemption events/details	Put date	Put price	Call price	Call date	Put notification time	Call notification time	Details of Debenture Trustees	Other terms etc'	Details of security cover (if any)	Any other relevant details pertinent for the investors		
Series A of FY 2023-24	INE029N01022	20,000	1,00,000	January 17, 2024	January 17, 2024	January 18, 2024	1,00,000	January 18, 2027	Bullet	NA	1,00,00,00,000	8.75% p.a.	Annual	CRISIL AA+/Stable by CRISIL Ratings Limited	3 Years	NA	NA	NA	NA	NA	NA	NA	NA	Catalyst Trustee: Hip Limited	NA	Secured by way of pari-passu charge in favour of debenture trustee on the Asset(s)/receivables, cash & cash equivalents and investments to the extent required to maintain Asset Cover of 100% of debenture outstanding except those receivables exclusively charged against which reference is availed or will be availed from government bodies. Security by way of hypothecation of receivables to be standard assets up to stage-I (loan overdue up to 30 days) classifications. Assets categorised as stage-I (loan overdue by 31 days up to 30 days) and stage-II (loan overdue by more than 30 days) should be excluded. However, the Company shall, from time to time, be entitled to create any charge, mortgage, pledge, security interest, encumbrance or create lien on its Assets, subject to maintenance of Asset Cover stipulated above.	NA			
Series B of FY 2023-24	INE029N01030	10,000	1,00,000	March 14, 2024	March 14, 2024	March 15, 2024	1,00,000	March 15, 2027	Bullet	NA	1,00,00,00,000	8.85 Spn spread over Benchmark, Benchmark to be Reset on anniversary basis i.e. 95% BBI CBI + 1.85% Initial floating date: 24th March 2024)	Semi-Annual	CRISIL AA+/Stable by CRISIL Ratings Limited	3 Years	NA	NA	NA	NA	NA	NA	NA	NA	Catalyst Trustee: Hip Limited	NA	Secured by way of pari-passu charge in favour of debenture trustee on the Asset(s)/receivables, cash & cash equivalents and investments to the extent required to maintain Asset Cover of 100% of debenture outstanding except those receivables exclusively charged against which reference is availed or will be availed from government bodies. However, the Company shall, from time to time, be entitled to create any charge, mortgage, pledge, security interest, encumbrance or create lien on its Assets, subject to maintenance of Asset Cover stipulated above.	NA			
Series C - 1 of FY 2024-25	INE029N01048	20,000	1,00,000	July 14, 2024	July 24, 2024	July 25, 2024	1,00,000	November 7, 2027	Bullet	NA	1,50,00,00,000	8.60%	Annual	CRISIL AA+/Stable by CRISIL Ratings Limited	3 Years and 6 months	NA	NA	NA	NA	NA	NA	NA	NA	NA	Catalyst Trustee: Hip Limited	NA	Secured by way of pari-passu charge in favour of debenture trustee on the Asset(s)/receivables, cash & cash equivalents and investments to the extent required to maintain Asset Cover of 100% of debenture outstanding except those receivables exclusively charged against which reference is availed or will be availed from government bodies. Security by way of hypothecation of receivables to be standard assets up to stage-I (loan overdue up to 30 days) classifications. Assets categorised as stage-I (loan overdue by 31 days up to 30 days) and stage-II (loan overdue by more than 30 days) should be excluded. However, the Company shall, from time to time, be entitled to create any charge, mortgage, pledge, security interest, encumbrance or create lien on its Assets, subject to maintenance of Asset Cover as 100%.	NA		
Series C - 2 of FY 2024-25	INE029N01055	20,000	1,00,000	September 26, 2024	September 26, 2024	September 27, 2024	1,00,000	Subject to Redemption on September 26, 2025	Bullet	NA	1,00,00,00,000	The Debentures shall carry Coupon at the floating rate being the aggregate of Benchmark plus Spread of 1.30% p.a. (one point rise six percent per annum) with the initial Coupon Rate being 8.80% p.a. (eight point six zero percent per annum) from the Cleared Date of Allotment until the date falling one day prior to the First Coupon Reset Date. For the purpose of the Key Information Document, "Benchmark" shall mean the rate linked to the 5 (five) days average of the 1 (one) year "T-Bill Rate" and shall be reset on the Coupon Reset Date. "T-Bill Rate" means the 1 (one) year treasury bill rate as per the Financial Benchmarks India Private Limited (FBIL) website (https://www.fbil.org.in/News) as on September 13, 2024, in the "T-Bill Curve" sub-tab or sub-menu under the main tab or menu name "Money Market/Interest Rates" or any	27th September 2025 and on 27th September 2025	CRISIL AA+/Stable by CRISIL Ratings Limited	728 Days Reset and Twenty Eight days from the Cleared Date of Allotment.	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	Catalyst Trustee: Hip Limited	NA	Secured by way of pari-passu charge in favour of debenture trustee on the Asset(s)/receivables, cash & cash equivalents and investments to the extent required to maintain Asset Cover of 100% of debenture outstanding except those receivables exclusively charged against which reference is availed or will be availed from government bodies. However, the Company shall, from time to time, be entitled to create any charge, mortgage, pledge, security interest, encumbrance or create lien on the Hypothecated Assets, subject to maintenance of Security Cover as 100%.	NA
Series C - 3 of FY 2024-25	INE029N01063	20,000	1,00,000	December 27, 2024	December 27, 2024	December 30, 2024	1,00,000	December 7, 2028	Bullet	NA	1,00,00,00,000	8.18% p.a.	Annual	CARE AA+ (Stable) by CARE Ratings Limited	3 Years from deemed date of allotment	NA	NA	NA	NA	NA	NA	NA	NA	NA	Catalyst Trustee: Hip Limited	NA	Secured by way of first ranking pari-passu charge in favour of debenture trustee on the Standard Asset(s)/receivables, cash & cash equivalents and investments to the extent required to maintain Asset Cover of 100% of debenture outstanding except those receivables exclusively charged against which reference is availed or will be availed from government bodies. However, the Company shall, from time to time, be entitled to create any charge, mortgage, pledge, security interest, encumbrance or create lien on its Assets, subject to maintenance of Asset Cover as 100%.	NA		
Series C - 4 of FY 2024-25	INE029N01071	20,000	1,00,000	March 18, 2025	March 18, 2025	March 20, 2025	1,00,000	March 20, 2028	Bullet	NA	1,00,00,00,000	8.25% p.a.	Annual	CARE AA+ (Stable) by CARE Ratings Limited	3 Years from deemed date of allotment	NA	NA	NA	NA	NA	NA	NA	NA	NA	Catalyst Trustee: Hip Limited	NA	Secured by way of first ranking pari-passu charge in favour of debenture trustee on the Standard Asset(s)/receivables, cash & cash equivalents and investments to the extent required to maintain Asset Cover of 100% of debenture outstanding except those receivables exclusively charged against which reference is availed or will be availed from government bodies. However, the Company shall, from time to time, be entitled to create any charge, mortgage, pledge, security interest, encumbrance or create lien on its Assets, subject to maintenance of Asset Cover as 100%.	NA		
Series C - 4 of FY 2024-25 (Further issue I)	INE029N01071	11,500	1,00,000	March 26, 2025	March 26, 2025	March 27, 2025	1,00,000	March 30, 2028	Bullet	NA	1,15,00,00,000	8.25% p.a.	Annual	CARE AA+ (Stable) by CARE Ratings Limited	Original Tenor: 3 Years from original date of allotment Further issue: 2 Years 11 Months 22 Days from deemed date of allotment	NA	NA	NA	NA	NA	NA	NA	NA	NA	Catalyst Trustee: Hip Limited	NA	Secured by way of first ranking pari-passu charge in favour of debenture trustee on the Standard Asset(s)/receivables, cash & cash equivalents and investments to the extent required to maintain Asset Cover of 100% of debenture outstanding except those receivables exclusively charged against which reference is availed or will be availed from government bodies. However, the Company shall, from time to time, be entitled to create any charge, mortgage, pledge, security interest, encumbrance or create lien on its Assets, subject to maintenance of Asset Cover as 100%.	NA		
Series D - 1 of FY 2025-26	INE029N01089	15,000	1,00,000	June 4, 2025	June 4, 2025	June 5, 2025	1,00,000	June 5, 2030	Bullet	NA	1,50,00,00,000	7.85% p.a.	Annual	CRISIL AA+ Stable by CRISIL Ratings Ltd.	5 Years from deemed date of allotment	NA	NA	NA	NA	NA	NA	NA	NA	NA	Catalyst Trustee: Hip Limited	NA	Secured by way of pari-passu charge in favour of debenture trustee on the Asset(s)/receivables, cash & cash equivalents and investments to the extent required to maintain Asset Cover of 100% of debenture outstanding except those receivables exclusively charged against which reference is availed or will be availed from government bodies. Security by way of hypothecation of receivables to be standard assets up to stage-I (loan overdue up to 30 days) classifications. Assets categorised as stage-I (loan overdue by 31 days up to 30 days) and stage-II (loan overdue by more than 30 days) should be excluded. However, the Company shall, from time to time, be entitled to create any charge, mortgage, pledge, security interest, encumbrance or create lien on its Assets, subject to maintenance of Asset Cover as 100%.	NA		
Series D - 2 (STPP) of FY 2025-26	INE029N01105	10,000	1,00,000	July 26, 2025	July 26, 2025	July 29, 2025	1,00,000	September 29, 2028	Bullet	NA	1,00,00,00,000	7.55% p.a.	First coupon payment on September 25, 2025 and annually thereafter	CRISIL AA+ Stable by CRISIL Ratings Limited	3 Years and 3 months from deemed date of allotment	NA	NA	NA	NA	NA	NA	NA	NA	NA	Catalyst Trustee: Hip Limited	NA	Secured by way of first ranking pari-passu charge in favour of debenture trustee on the Asset(s)/receivables, cash & cash equivalents and investments to the extent required to maintain Asset Cover of 100% of debenture outstanding except those receivables exclusively charged against which reference is availed or will be availed from government bodies. However, the Company shall, from time to time, be entitled to create any charge, mortgage, pledge, security interest, encumbrance or create lien on its Assets, subject to maintenance of Asset Cover as 100%.	NA		
Series D - 3 (STPP) of FY 2025-26	INE029N01097	10,000	1,00,000	July 26, 2025	July 26, 2025	July 29, 2025	1,00,000	July 29, 2030	Bullet	NA	1,00,00,00,000	7.55% p.a.	Annually on maturity	CRISIL AA+ Stable by CRISIL Ratings Limited	5 Years from deemed date of allotment	NA	NA	NA	NA	NA	NA	NA	NA	NA	Catalyst Trustee: Hip Limited	NA	Secured by way of first ranking pari-passu charge in favour of debenture trustee on the Asset(s)/receivables, cash & cash equivalents and investments to the extent required to maintain Asset Cover of 100% of debenture outstanding except those receivables exclusively charged against which reference is availed or will be availed from government bodies. However, the Company shall, from time to time, be entitled to create any charge, mortgage, pledge, security interest, encumbrance or create lien on its Assets, subject to maintenance of Asset Cover as 100%.	NA		
Series SO - 1 of FY 2025-27	INE029N00812	15,000	1,00,000	April 27, 2026	April 27, 2026	April 28, 2026	Rs. 1,00,000/- per debenture	April 28, 2030	Bullet	NA	1,50,00,00,000	8.50% p.a.	Annual	CRISIL AA+ Stable by CRISIL Ratings Limited and CARE AA+/Stable by CARE Ratings Limited	10 Years from deemed date of allotment	NA	NA	NA	NA	NA	NA	NA	NA	NA	Catalyst Trustee: Hip Limited	NA	NA as unsecured Debenture	NA		

Latest audited financials along with notes to accounts and any audit qualifications: Refer to following URL on the website of the Transferor Company: <https://www.godfrayharcourt.co.in/information-and-policy>

Auditor's certificate certifying the carrying the payment requirement capability of the Transferor Company against outstanding total NCDs of the Company: Refer to following URL on the website of the Transferor Company: <https://www.godfrayharcourt.co.in/information-and-policy>

Business option on in connection with the total NCDs of the Transferor Company: Refer to following URL on the website of the Transferor Company: <https://www.godfrayharcourt.co.in/information-and-policy>