Sr. No.	Term	Description
A	Details of the offer of non-convertible securities in respect of which this Key Information Document is being issued	Refer to Section 8.1 (*Term Sheet*) of this Key Information Document.
B	Financial information, if such information provided in the General Information Document is more than six months old	The Company confirms that the financial information provided in the General Information Document is not more than 6 (six) months old.
C	Material changes, if any, in the information provided in the General Information Document;	There are no material changes since the issue of the General Information Document.
D	Any material developments not disclosed in the General Information Document, since the issue of the General Information Document relevant to the offer of non-convertible securities in respect of which this Key Information Document is being issued	There are no other material developments since the issue of the General Information Document.

8. ISSUE DETAILS

8.1. Term Sheet

Notwithstanding anything contained in the General Information Document, if there is inconsistency between the General Information Document or this Key Information Document, then this Key Information Document will prevail. If there is inconsistency between this Key Information Document and the Debenture Trust Deed or any other Debenture Document, the Debenture Trust Deed or such other Debenture Document will prevail.

The following is a summary term sheet containing information that shall be applicable to the issuance of Debentures under this Key Information Document:

S. No.	Terms	Particulars
1.	**Security Name (Name of the non-convertible securities which includes Coupon / dividend, Issuer Name and maturity year)**	11% Series A Hella Infra Market Retail Private Limited 2029 Senior, Secured, Rated, Listed, Redeemable, Non-Convertible Debentures.
2.	**Issuer/ Company**	Hella Infra Market Retail Private Limited
3.	**Type of Instrument**	senior, secured, rated, listed, taxable, transferable, redeemable, non-convertible debentures having a face value of INR 10,000/- (Rupees Ten Thousand only) per Debenture.
4.	**Nature of Instrument (Secured or Unsecured)**	Secured
5.	**Mode of Issue**	Private placement through BSE Bond EBP Platform
6.	**Seniority (Senior or Subordinated)**	Senior

S. No.	Terms	Particulars
7.	**Eligible investors**	The following class of Investors are eligible to participate in the offer (being "**Eligible Investors**"): (A) Qualified Institutional Buyers (QIBs) as defined under Regulation 2 (ss) of SEBI (Issue of Capital and Disclosure Requirements) Regulations, 2018 dated September 11, 2018, "Qualified Institutional Buyers" means: i. A mutual fund, venture capital fund, Alternative Investment Fund and Foreign Venture Capital Investor registered with SEBI. ii. Foreign portfolio investor other than individuals, corporate bodies and family offices; iii. a Public Financial Institution; iv. a Scheduled Commercial Bank; v. a multilateral and bi-lateral development financial institution; vi. a State Industrial Development Corporation; vii. An insurance Bank registered with Insurance Regulatory and Development viii. Authority of India; ix. A Provident Fund with minimum corpus of Rs.25 Crore Rupees x. A Pension Fund with minimum corpus of Rs.25 Crores xi. National Investment Fund set up by resolution No: F.No.2/3/2005-DDII dated November 23, 2005 of the Government of India published in the Gazette of India; xii. An insurance fund set up and managed by Army, Navy / Air force of the Union of India; xii. Insurance funds set up and managed by the Department of Posts, India; and xiii. Systemically, important Non- Banking Financial Companies (B) Any Non-QIB person/ entity that is eligible to invest in NCDs / debentures as per the concerned guidelines and regulations and permitted under Applicable Laws The advisor(s)/ arranger(s)/ placement agent(s), broker(s) associated with the Issue and/or their affiliates/ subsidiaries/ associates/ group companies and/or their promoters/ directors/ key managerial personnel/ officers/ employees may subscribe to the Issue as the applicable laws including but not limited to (i) SEBI (Merchant Bankers) Regulations, 1992 and Code of Conduct specified therein; (ii) Securities and Exchange Board of India (Stock Brokers) Regulations, 1992 and Code of Conduct specified therein, as applicable, do not restrict them from subscribing to the Issue
8.	**Listing (name of Stock Exchange(s) where it will be listed and timeline for listing)**	The Debentures are proposed to be listed on the wholesale debt market segment of the BSE within a period of 3 (three) working days from the closing date of the Issue. The Issuer shall ensure that the Debentures continue to be listed on the wholesale debt segment of the BSE.
9.	**Rating of the instrument**	The Issuer has "ACUITE A- (Rating Watch wih Developing Implications)" by Acuité Ratings & Research Limited vide rating letter dated 3 September 2026 read with rating rationale dated 3 September 2026. The Issuer/Investor(s) has the right to obtain an additional credit rating from any SEBI registered credit rating agency as it may deem fit in relation to the Issue of the Debentures.
10.	**Issue Size**	Base Issue Size: Upto INR 50,00,00,000 (Indian Rupees Fifty Crore only) Green Shoe Option to retain oversubscription: Upto INR 75,00,00,000 (Indian Rupees Seventy Five Crore only)

S. No.	Terms	Particulars
11.	**Minimum Subscription**	INR 1,00,00,000 (Indian Rupees One Crore Only). The minimum application size for the Issue shall be 1,000 (One Thousand) Debentures and in multiples of 1 (One) Debenture thereafter
12.	**Option to retain oversubscription (Amount)**	N.A.
13.	**Objects of the Issue/ Purpose for which there is requirement of funds**	The proceeds of the Issue will be utilized to the amount for refinance of existing debt and general corporate purpose. The Issuer shall not use the proceeds of the Issue directly or indirectly towards (i) any capital market instrument; (ii) any speculative purposes; (iii) investment in the real estate sector; (iv) any payments towards dividends; or (v) in contravention of applicable law (including without limitation, any guidelines, rules or regulations of the supervisory authorities). The Issuer shall not use the proceeds of the Issue for onward lending to other non-banking financial companies and/or financial institutions without the prior written permission of the Debenture Holder(s) and shall be utilised in accordance with Applicable Law.
14.	**Details of Utilization of funds**	The Issuer shall utilize the proceeds of the Issue towards the objects of the Issue mentioned in the heading titled '*Objects of the Issue/ Purpose for which there is requirement of funds*' of Section 8.1 (*Term Sheet*) of this Key Information Document.
15.	**In case the issuer is a NBFC and the objects of the issue entail loan to any entity who is a 'group company' then disclosures shall be made in the following format**	Not applicable
16.	**Coupon Rate**	11% per annum
17.	**Step Up/ Step Down Coupon Rate**	In the event, credit rating of the Debentures is downgraded from the current rating of [A-]" ("Rating") and/or the credit rating of the Issuer is downgraded from the current rating of [A-]" ("Issuer Rating") at any point of time during the tenor of the Debentures, the Coupon Rate shall increase by 0.75% (zero decimal seven five percent) for each notch downgrade of 1 (one) notch from the rating of the Debentures and/or Issuer ("Step Up Rate"). Such increased rate of interest shall be applicable from the date of such downgrade ("Step Up"). It is clarified that, if following the Step Up, the rating of the Debentures and/or the Issuer is restored to the Rating and/or the Issuer Rating (as the case may be), then the interest shall be payable at the Coupon Rate, from the date that the relevant rating is restored. PROVIDED THAT the decreased rate of interest in accordance with this provision cannot, in any case, be lower than the Coupon Rate. In case the Issuer has obtained rating in relation to the Debentures and/or the Issuer from more than one rating agency, the lowest

S. No.	Terms	Particulars
		rating issued by the rating agency in relation to the Debentures and/or the Issuer shall be considered for the purpose of increase in the Coupon Rate
18.	**Coupon Payment Frequency**	Monthly
19.	**Coupon Payment Dates**	As set out in Section 9 (*Illustration of Cash Flows*) of this Key Information Document.
20.	**Cumulative / non-cumulative in case of dividend**	Not applicable
21.	**Coupon Type (Fixed, floating or other structure)**	Fixed
22.	**Coupon Reset process (including rates, spread, effective date, interest rate cap and floor etc.)**	Not applicable
23.	**Day Count Basis (Actual/ Actual)**	Actual/Actual
24.	**Interest on Application Money**	Not Applicable
25.	**Default Interest Rate**	a) In case the Company fails to make the payment on any Due Date and/ or breach of any covenants including but not limited to Financial Covenants under the Debenture Trust Deed or other Transaction Documents, the Company shall be liable to pay default interest which shall be calculated at the rate of 2% (Two Percent) per annum payable monthly on the Outstanding Amount of the Debentures over and above the Coupon Rate from and including the date of such breach till the Debentures are fully redeemed or such breach is cured. b) In accordance with the Chapter VII of the SEBI NCS Master Circular, the Company confirms that in the event there is any delay in listing of the Debentures the Company shall pay to the Debenture Holders, additional interest of 1% (one percent) per annum over and above the Coupon Rate on the Outstanding Amounts for the period of delay i.e from the relevant Deemed Date of Allotment until the listing of the Debentures are completed. Sub-clauses (a) and (b) are collectively referred to as the "**Default Coupon**". c) **Delay in execution of the Debenture Trust Deed**: The Issuer and the Debenture Trustee shall execute the Debenture Trust Deed within the timelines specified by SEBI. In case the issuer fails to execute the Debenture Trust Deed within the period specified by SEBI, it shall be liable to pay interest of at least 2% per annum or such other rate, as specified by SEBI to the Debenture Holders, over and above the agreed Coupon Rate, till the execution of the Debenture Trust Deed. Any Default Coupon accruing shall be immediately payable by the Company on demand by the Debenture Trustee. Further, the right to levy the Default Coupon is notwithstanding the rights of the Debenture Holders prescribed under Annexure 2 (*Events of Default*) of this Key Information Document.
26.	**Tenor**	30 (thirty) months from the Deemed Date of Allotment
27.	**Redemption Date**	Means (i) the Maturity Date; or (ii) the Early Redemption Date.
28.	**Redemption Amount**	At par, i.e. INR 10,000 (Indian Rupees Ten Thousand) along with any

S. No.	Terms	Particulars
		Coupon due and payable
29.	**Redemption Premium**	Not applicable
30.	**Issue Price**	INR 10,000 (Indian Rupees Ten Thousand) per Debenture
31.	**Discount at which security is issued and the effective yield as a result of such discount**	Not applicable
32.	**Premium/ Discount at which security is redeemed and the effective yield as a result of such premium/ discount**	Not applicable
33.	**Put Date**	Not applicable
34.	**Put Price**	Not applicable
35.	**Call Date**	Not applicable
36.	**Call Price**	Not applicable
37.	**Put Notification Time (Timelines by which the investor needs to intimate Issuer before exercising the put)**	Not applicable
38.	**Call Notification Time (Timelines by which the Issuer needs to intimate investor before exercising the call)**	Not applicable
39.	**Face Value**	INR 10,000/- (Indian Rupees Ten Thousand only)
40.	**Minimum Application and in multiples of thereafter**	INR 1,00,00,000 (Indian Rupees One Crore Only). The minimum application size for the Issue shall be 1,000 (One Thousand) Debentures and in multiples of 1 (One) Debenture thereafter
41.	**Issue Timing**	The Issue shall be open for at least 1 (one) hour between 9:00 A.M. to 5:00 A.M.
42.	**Issue Opening Date**	16 September 2026
43.	**Issue Closing Date**	16 September 2026
44.	**Date of earliest closing of the issue, if any**	Not applicable
45.	**Pay-in Date**	17 September 2026
46.	**Deemed Date of Allotment**	17 September 2026
47.	**Settlement mode of the instrument**	All interest, principal repayments, penal interest and other amounts, if any, payable by the Issuer to the Debenture Holders shall be paid to the Debenture Holders by electronic mode of transfer like RTGS/NEFT/any other electronic mode/ direct credit to such bank account within India as the Debenture Holders' inform the Issuer in writing and which details are available with the Registrar.
48.	**Depository**	CDSL and / or NSDL
49.	**Disclosure of Interest/Dividend/ redemption dates**	Please refer to the S. No. 19 (*Coupon Payment Dates*), S. No. 27 (*Redemption Date*), S. No. 50 (*Business Day Convention*) of this Key Information Document.
50.	**Business Day Convention**	Any interest, premium, commission or fee accruing under a Debenture Document will accrue from day to day and is calculated on the basis of the actual number of days elapsed in a year of 365 (three hundred and sixty

S. No.	Terms	Particulars
		five) days (or if the relevant year includes 29 February, 366 (three hundred and sixty six) days, i.e. actual/actual). Please also refer to Section 4.15 (a) (*Day count convention for dates on which the payments in relation to the debt securities which need to be made*) of this Key Information Document.
51.	**Record Date**	In relation to a Debenture, the date falling on 15 (fifteen) days immediately prior to a Payment Date.
52.	**All covenants of the issue (including side letters, accelerated payment clause, etc.)**	Refer to **Annexure 1** *(Covenants to the Issue)* of this Key Information Document.
53.	**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 Holders over and above the Coupon Rate as specified in the Debenture Trust Deed and disclosed in the General Information Document / Key Information Document.**	The Debentures shall be secured by: 1. a first-ranking exclusive charge by way of hypothecation over the entire current assets of the Issuer (both present and future), including trade receivables, inventory and other current assets; and over the entire movable fixed assets of the Issuer (both present and future) ; 2. a first-ranking exclusive charge by way of pledge over shares of Hella Infra Market Limited held by promoters 3. an unconditional and irrevocable Corporate Guarantee from the Holding Company, Hella Infra Market Limited; and 4. unconditional and irrevocable Personal Guarantees from the Promoters, Mr. Aaditya Gajendra Sharda and Mr. Souvik Pulakesh Sengupta. The security shall be created prior to the Deemed Date of Allotment. The charge shall be registered within 30 days from date of security creation.
54.	**Transaction Documents**	means Debenture Trust Deed, executed term sheet, Debenture Trustee Agreement, all Security Documents, and all agreements, instruments, undertakings, indentures, deeds, writings and any other document (whether financing or security or otherwise) executed or entered into, or to be executed or entered into, by the Issuer or, as the case may be, any other Person, in relation, or pertaining, to the transactions contemplated by, or under the Debenture Trust Deed and shall include any documents designated as such by the Debenture Trustee.
55.	**Conditions Precedent to Disbursement**	Refer to **Annexure 8** (*Conditions Precedent and Conditions Subsequent to Pay-In*) of this Key Information Document.
56.	**Conditions Subsequent to Disbursement**	Refer to **Annexure 8** (*Conditions Precedent and Conditions Subsequent to Pay-In*) of this Key Information Document.
57.	**Events of Default (including manner of voting/ conditions of joining Inter Creditor Agreement)**	Refer to **Annexure 2** *(Events of Default)* of this Key Information Document.
58.	**Consequences of Events of Default**	Refer to **Annexure 2** *(Events of Default)* of this Key Information Document.

S. No.	Terms	Particulars
59.	**Creation of recovery expense fund**	The Issuer has created or shall create a recovery expense fund in accordance with the applicable SEBI regulations and inform the Debenture Trustee for the same. The recovery expense fund shall be utilised in such manner and for such purposes as is more particularly provided under the said regulations and Applicable Law.
60.	**Conditions for breach of covenants (as specified in Debenture Trust Deed)**	Please refer to head of '*Consequences of Events of Default*' as provided above in this Key Information Document.
61.	**Provisions related to Cross Default Clause**	Please refer to head of 'Cross Default' under Annexure 2 (*Events of Default*) as provided in this Key Information Document
62.	**Role and Responsibilities of Debenture Trustee**	As per the Companies Act, 2013, the simplified listing agreement(s), the SEBI regulations and in accordance with the Debenture Trust Deed and the Debenture Trustee Agreement. The Debenture Trustee shall be vested with the requisite powers for protecting the interest of holders of debt securities including a right to appoint a nominee director on the board of the Company in consultation with holders of such debt securities and in accordance with Applicable Law. The Debenture Trustee shall supervise the implementation of the conditions regarding creation of recovery expense fund and Debenture Redemption Reserve, as applicable.
63.	**Risk factors pertaining to the issue**	Please refer to Section 3 (*Risk Factors*) of this Key Information Document and Section 3 (*Risk Factors*) of the General Information Document.
64.	**Governing Law and Jurisdiction**	The Debentures and this Key Information Document are governed by and shall be construed in accordance with the existing laws of India. Any dispute arising thereof will be subject to the exclusive jurisdiction of the courts at Delhi, India

Notes:

(a) In case of any inconsistency between the summary terms specified in the General Information Document and the terms of the Debentures contained in this Key Information Document, the terms of this Key Information Document shall prevail. Provided that, in case of any inconsistency between the terms of this Key Information Document and the Debenture Trust Deed, the terms of the Debenture Trust Deed shall prevail.

(b) If there is any change in coupon rate pursuant to any event including lapse of certain time period or downgrade in rating, then such new coupon rate and the events which lead to such change should be disclosed - In this regard, please refer to the 'Coupon Rate', 'Step Up/ Step Down Coupon Rate', 'Coupon Reset process (including rates, spread, effective date, interest rate cap and floor etc.), as specified in the Term Sheet above.

(c) The list of documents which have been executed in connection with the issue and subscription of debt securities shall be annexed - In this regard, please refer to the 'Debenture Documents' specified in the Term Sheet above.

(d) While the debt securities are secured to the extent of hundred per cent. of the amount of principal and interest or as per the terms of issue document, in favour of debenture trustee, it is the duty of the debenture trustee to monitor that the security is maintained.

(e) The Issuer shall provide granular disclosures in their issue document, with regards to the "Object of the Issue" including the percentage of the issue proceeds earmarked for each of the "object of the issue" – In this regard, please refer to the objects of the issue specified in the Term sheet above.

8.2. **EBP Disclosures**