

Independent Auditor's Report on Compliance status of financial covenants as at September 30, 2025 and compliance with all covenants other than financial covenants as at September 30, 2025 ("Statement of Compliance") for submission to IDBI Trusteeship Services Limited (the 'Debenture Trustee') pursuant to the requirements of the SEBI Master Circular on DT Regulations (SEBI/HO/DDHS-PoD-1/P/CIR/2025/117 dated August 13, 2025), as amended, and Regulation 56(1)(d) of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015, as amended

To

The Board of Directors
Uno Minda Limited
Village Nawada Fatehpur,
Sikanderpur Badda, IMT Manesar,
Gurugram - 122004

1. This Report is issued in accordance with the terms of the service scope letter agreement dated October 13, 2025 and master engagement agreement dated August 12, 2021, read with addendum to master engagement agreement dated October 14, 2022 as further amended on October 03, 2024 with Uno Minda Limited (hereinafter referred to as 'the Company').
2. We S.R. Batliboi & Co. LLP, Chartered Accountants, are the Statutory Auditors of the Company and have been requested by the Company to examine the accompanying "Statement on Compliance" ("the Statement") containing the compliance status of financial covenants as at September 30, 2025 and compliance status of covenants other than financial covenants as at September 30, 2025 in relation to (a) 10,000 (ten thousand) unsecured, listed, rated, redeemable, non-convertible, non-cumulative, taxable debentures of a face value of Rs 100,000 (Indian Rupees One Lakh Only) each under 7.85% Uno Minda Limited NCD 2027 amounting to Rs 100,00,00,000 (Indian Rupees One hundred Crore Only); (b) 5,000 (five thousand) unsecured, listed, rated, redeemable, non-convertible, non-cumulative, taxable debentures of a face value of Rs 100,000 (Indian Rupees One Lakh Only) each under 7.85% Uno Minda 2027 Series I amounting to Rs 50,00,00,000 (Indian Rupees Fifty Crore Only); (c) 10,000 (ten thousand) unsecured, listed, rated, redeemable, non-convertible, non-cumulative, taxable debentures of a face value of Rs 100,000 (Indian Rupees One Lakh Only) each under 7.88% Uno Minda 2027 Series II amounting to Rs 100,00,00,000 (Indian Rupees One Hundred Crore Only); (d) 10,000 (ten thousand) unsecured, listed, rated, redeemable, non-convertible, non-cumulative, taxable debentures of a face value of Rs 100,000 (Indian Rupees One Lakh Only) each under 7.75% Uno Minda 2026 Series I amounting to Rs 100,00,00,000 (Indian Rupees One Hundred Crore Only); (e) 5,000 (five thousand) unsecured, listed, rated, redeemable, non-convertible, non-cumulative, taxable debentures of a face value of Rs 100,000 (Indian Rupees One Lakh Only) each under 7.75% Uno Minda 2027 Series II amounting to Rs 50,00,00,000 (Indian Rupees Fifty Crore Only), (hereinafter together referred as "Debentures") of the Company as at September 30, 2025, which has been prepared by the Company based on methodology as agreed with debenture trustee i.e. from unaudited/unreviewed financial result as at and for the period from October 01, 2024 to September 30, 2025 prepared in accordance with Indian Accounting Standard (Ind AS) as prescribed under section 133 of Companies (Indian Accounting Standard) Rules, 2015 ("Management Approved Financial Results") along with underlying unaudited books of accounts and relevant records and documents maintained by the Company, pursuant to the requirements of the SEBI Master Circular on DT Regulations (SEBI/HO/DDHS-PoD-1/P/CIR/2025/117 dated August 13, 2025), as amended, and Regulation 56(1)(d) of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015, as amended (hereinafter the "Regulations"), and has been stamped by us for identification purposes only.

This Report is required by the Company for the purpose of submission with IDBI Trusteeship Services Limited (hereinafter the "Debenture Trustee") of the company to ensure compliance with the Regulations in respect its Debentures. The Company has entered into agreements with the Debenture Trustee vide deed dated April 29, 2024 (7.85% Uno Minda Limited NCD 2027), August 05, 2024 (7.85% Uno Minda 2027 Series I), August 05, 2024 (7.88% Uno Minda 2027 Series II), January 03, 2025 (7.75% Uno Minda 2026 Series I) and January 03, 2025 (7.75% Uno Minda 2027 Series II) in respect of above Debentures respectively (collectively referred as "Debenture trust deeds").



Management's Responsibility

3. The preparation of the Statement is the responsibility of the Management of the Company including the preparation and maintenance of all accounting and other relevant supporting records and documents. This responsibility includes the design, implementation and maintenance of internal control relevant to the preparation and presentation of the Statement and applying an appropriate basis of preparation; and making estimates that are reasonable in the circumstances.
4. The Management of the Company is responsible for ensuring that the Company complies with all the relevant requirements of the Regulations, Debenture trust deeds. The management is also responsible for providing all relevant information to the Debenture Trustee and for complying with all the covenants as prescribed in the Debenture trust deeds.

Auditor's Responsibility

5. It is our responsibility to provide a limited assurance and conclude as to whether the:
 - (a) As mentioned in Serial number B of Part I of "Statement of Compliance", the Company is in compliance with financial covenants as mentioned in the Debenture trust deeds as at September 30, 2025 and statement is accurately extracted from Management Approved Financial Results as at and period from October 01, 2024 to September 30, 2025 and underlying unaudited books of accounts and relevant records maintained by the Company and the Statement is arithmetically correct.
 - (b) As mentioned in Part II of "Statement of Compliance", Company is in compliance with all the covenants other than financial covenants in respect of Debentures as mentioned in the Debenture trust deeds as on September 30, 2025.
6. We conducted our examination of the Statement in accordance with the Guidance Note on Reports or Certificates for Special Purposes issued by the ICAI (the "Guidance Note"). The Guidance Note requires that we comply with the ethical requirements of the Code of Ethics issued by the ICAI.
7. We have complied with the relevant applicable requirements of the Standard on Quality Control (SQC) 1, Quality Control for Firms that Perform Audits and Reviews of Historical Financial Information, and Other Assurance and Related Services Engagements.
8. Our scope of work did not involve us performing audit tests for the purposes of expressing an opinion on the fairness or accuracy of any of the financial information or financial results of the Company taken as a whole. We have not performed an audit, the objective of which would be the expression of an opinion on the financial results, specified elements, accounts or items thereof, for the purpose of this report. Accordingly, we do not express such opinion.
9. A limited assurance engagement includes performing procedures to obtain sufficient appropriate evidence on the applicable criteria, mentioned in paragraph 5 above. The procedures performed vary in nature and timing from, and are less extent than for, a reasonable assurance. Consequently, the level of assurance obtained is substantially lower than the assurance that would have been obtained had a reasonable assurance engagement been performed. Accordingly, our procedures included the following in relation to the Statement:
 - a) Obtained the "Statement on Compliance" comprising of Part I for Status of Compliance with financial covenants prepared based on Management Approved Financial Results and Part II for Status of Compliance with all covenants other than financial covenants as at September 30, 2025 as mentioned in Debenture trust deeds;



b) Obtained the unaudited/unreviewed financial result as at and for the period from October 01, 2024 to September 30, 2025 prepared in accordance with Indian Accounting Standard (Ind AS) as prescribed under section 133 of Companies (Indian Accounting Standard) Rules, 2015 ("Management Approved Financial Results"). We have not performed any independent procedures to verify the completeness /accuracy of the Management Approved Financial Results.

c) Obtained and read the Debenture trust deeds.

d) As mentioned in Part I of the Statement, with respect to compliance with financial covenants as at September 30, 2025, prepared based on Management Approved Financial Results and underlying books of accounts and relevant records maintained by the Company, included in the Statement, we have performed the following procedures:

- i. Traced the financial covenants comprising of Net debt / Adjusted Tangible Net worth (ATNW), Debt Service Coverage Ratio (DSCR) and Net Debt to Earnings before Interest, Depreciation and Tax (EBITDA) from Debenture trust deeds and agreed these with those included in the Statement.
- ii. Traced the stipulation of ratios to be maintained for financial covenant from Debenture trust deeds and agreed the same from those included in the Statement.
- iii. Traced the component of ratios as per Statement from the Debenture trust deeds.
- iv. Obtained and agreed the computation of net debt to adjusted tangible net worth as at September 30, 2025, debt service coverage ratio and net debt to Earnings before Interest, Depreciation and Tax (EBITDA) for the period from October 01, 2024, to September 30, 2025, from Management Approved Financial Results and underlying books of accounts and relevant records maintained by the Company. We have not performed any other independent procedure in this regard.
- v. Traced and agreed the amounts used in net debt to adjusted tangible worth ratios comprising of long term debt, short term debt, term loan repayments within one year, working capital bank finance, Corporate Guarantees issued by the Company, unencumbered cash and bank balances (Cash and cash equivalents and Other bank balances net of unpaid dividend account and deposits under lien as security) and current and liquid investments, net worth (equity share capital and other equity), net intangible assets, revaluation reserve, exposure in Group Companies (Investment in subsidiaries, associates and joint ventures, Guarantee / Letter of comfort issued to or on behalf of Group Companies) as at September 30, 2025, from Management Approved Financial Results and underlying books of accounts and relevant records maintained by the Company. We have not performed any other independent procedure in this regard.
- vi. Traced and agreed the amounts used in debt service coverage ratio comprising of net profit after tax, deferred tax provisions, depreciation and amortization, lease rentals, interest, financial support by sponsors and their group entities by way of equity or debt, long term repayments from Management Approved Financial Results and underlying books of accounts and relevant records maintained by the Company. We have not performed any other independent procedure in this regard.
- vii. Traced and agreed the amounts used in net debt to Earnings before Interest, Depreciation and Tax ratios comprising of the long term debt, short term debt, term loan repayments within one year, working capital bank finance, Corporate Guarantees issued by the Company, unencumbered cash and bank balances and current and liquid investments, profit after tax, interest, income tax, depreciation and amortization, net non-operating income from Management Approved Financial Results and underlying books of accounts and relevant records maintained by the Company. We have not performed any other independent procedure in this regard.
- viii. Obtained repayment schedule and traced the date of repayment of principal and interest during the period from October 01, 2024 to September 30, 2025 from Management Approved Financial Results and underlying books of accounts and relevant records maintained by the Company. We have not performed any other independent procedure in this regard.

A handwritten signature in blue ink, enclosed within a circular border, is placed here.

S.R. BATLIBOI & Co. LLP

Chartered Accountants

- ix. Obtained the management representation with respect to amount of Corporate Guarantee / Letter of comfort issued to or on behalf of group companies as at September 30, 2025, and we have not performed any independence procedure in this regard.
- x. Obtained the management representation with respect to amount of financial support by sponsor and their group entities by way of equity or debt as at September 30, 2025, and we have not performed any independence procedure in this regard.
- xi. Obtained the management representation with respect to deposit under lien as at September 30, 2025 and we have not performed any independence procedure in this regard.
- xii. Examined the arithmetical accuracy of the computation in the accompanying Statement.

e) As mentioned in Part II of the Statement, with respect to compliance with all covenants other than financial covenants as at September 30, 2025, we have performed following procedures:

- i. with respect to all the covenants other than financial covenant, the management has represented and confirmed that the Company has complied with all the other covenants (including affirmative covenant, negative covenant, information covenant, debenture redemption reserve and recovery expense fund, redressal of debenture holders grievances, disclosure and additional covenants), other than financial covenant, as prescribed in Article V of Debenture trust deeds as at September 30, 2025.
- ii. We have relied on the same and not performed any independent procedures in this regard.

f) Performed necessary inquiries with the Management and obtained necessary representations.

Conclusion

10. Based on the procedures performed by us, as referred to in paragraph 9 above and according to the information and explanations received and management representations obtained, nothing has come to our attention that causes us to believe that the:

- a) as mentioned in Serial number B of Part I of "Statement of Compliance", the Company is not in compliance with financial covenants as mentioned in the Debenture trust deeds as at September 30, 2025 and statement is not accurately extracted from Management Approved Financial Results as at and period from October 01, 2024 to September 30, 2025 and underlying unaudited books of accounts and relevant records maintained by the Company and the Statement is not arithmetically correct.
- b) As mentioned in Part II of "Statement of Compliance", Company is not in compliance with all the covenants other than financial covenants in respect of Debentures as mentioned in the Debenture trust deeds as on September 30, 2025.

A handwritten signature in blue ink, enclosed within a circular border, is placed here to indicate the completion of the audit process.

S.R. BATLIBOI & CO. LLP

Chartered Accountants

Restriction on Use

11. The Report has been issued at the request of the Company, solely in connection with the purpose mentioned in paragraph 2 above and to be submitted with the accompanying Statement to the Debenture Trustee and is not to be used or referred to for any other person. Accordingly, we do not accept or assume any liability or any duty of care for any other purpose or to any other person to whom this report is shown or into whose hands it may come. The use of this report by you is subject to your agreement to hold harmless S.R. Batliboi & Co. LLP and its personnel from any claims by any third parties including but limited to the Debenture Trustee, to the extent that such claims arise as a result of the services, for use or disclosure of this certificate or this engagement generally. We have no responsibility to update this Report for events and circumstances occurring after the date of this report.

For **S.R. Batliboi & CO. LLP**

Chartered Accountants

ICAI Firm Registration Number: 301003E/E300005



per Vikas Mehra

Partner

Membership Number: 094421

UDIN: **25094421BMOQVU2134**

Place of Signature: Gurugram

Date: November 07, 2025

Uno Minda Limited

Uno Minda Limited

“Statement of Compliance”

Part I: Statement on compliance status of financial covenants in relation to Debentures of the Company as at September 30, 2025

We hereby confirm financial covenant of the Debenture Trustee vide deed dated April 29, 2024 (7.85% Uno Minda Limited NCD 2027), August 05, 2024 (7.85% Uno Minda 2027 Series I), August 05, 2024 (7.88% Uno Minda 2027 Series II), January 03, 2025 (7.75% Uno Minda 2026 Series I) and January 03, 2025 (7.75% Uno Minda 2027 Series II) (together referred as “Debentures”) are as follows which have been complied with by us:

Sr. No. A: Details of Debentures

ISIN	Date of Allotment	Debentures	Particulars	Amount (in Rs Crores)	Redemption date	Terms & Conditions
INE405E08010	April 29, 2024	7.85% UNO Minda Limited NCD 2027	10,000 (ten thousand) unsecured, listed, rated, redeemable, non-convertible, non-cumulative, taxable debentures of a face value of Rs 100,000 (Indian Rupees One Lakh Only) each.	100	April 29, 2027	These Debenture were issued in terms of Debenture Trust Deed dated April 29, 2024 (referred as “Debenture trust deed”).
INE405E08036	August 06, 2024	7.85% UNO 2027 Series I	5,000 (five thousand) unsecured, listed, rated, redeemable, non-convertible, non-cumulative, taxable debentures of a face value of Rs 100,000 (Indian Rupees One Lakh Only) each.	50	February 26, 2027	These Debenture were issued in terms of Debenture Trust Deed dated August 05, 2024 (referred as “Debenture trust deed”).
INE405E08028	August 06, 2024	7.88% UNO Minda 2027 Series II	10,000 (ten thousand) unsecured, listed, rated, redeemable, non-convertible, non-cumulative, taxable debentures of a face value of Rs 100,000 (Indian Rupees One Lakh Only) each.	100	August 06, 2027	These Debenture were issued in terms of Debenture Trust Deed dated August 05, 2024 (referred as “Debenture trust deed”).
INE405E08044	January 03, 2025	7.75% UNO Minda 2026 Series I	10,000 (ten thousand) unsecured, listed, rated, redeemable, non-convertible, non-cumulative, taxable debentures of a face value of Rs 100,000 (Indian Rupees One Lakh Only) each.	100	December 24, 2026	These Debenture were issued in terms of Debenture Trust Deed dated January 03, 2025 (referred as “Debenture trust deed”).
INE405E08051	January 03, 2025	7.75% UNO Minda 2027 Series II	5,000 (five thousand) unsecured, listed, rated, redeemable, non-convertible, non-cumulative, taxable debentures of a face value of Rs 100,000 (Indian Rupees One Lakh Only) each.	50	January 04, 2027	These Debenture were issued in terms of Debenture Trust Deed dated January 03, 2025 (referred as “Debenture trust deed”).

Sr. No. B: Compliance status of financial covenants as at September 30, 2025:

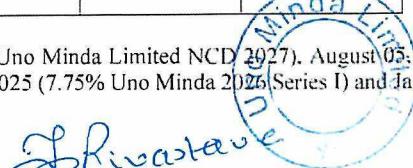
List of financial covenants as defined in the Debenture Trust Deed and their compliance status as at September 30, 2025:

Particulars	Status as at September 30, 2025	Stipulation #	Complied	Note
Net Debt / Adjusted Tangible Net Worth (ATNW)	0.49	<2	Yes	1
Debt Service Coverage Ratio (DSCR)	4.39	>=1.25x	Yes	2
Net Debt / Earnings before Interest, Depreciation and Tax (EBIDTA)	1.31	<3x	Yes	3

as mentioned in the Debenture trust deed

Above mentioned covenants are same in all the debenture trust deeds dated April 29, 2024 (7.85% Uno Minda Limited NCD 2027), August 05, 2024 (7.85% Uno Minda 2027 Series I), August 05, 2024 (7.88% Uno Minda 2027 Series II), January 03, 2025 (7.75% Uno Minda 2026 Series I) and January 03, 2025 (7.75% Uno Minda 2027 Series II).

S. R. Batliboi & Co. LLP, New Delhi



S. R. Batliboi & Co. LLP

for Identification



Uno Minda Limited



1. Net Debt / Adjusted Tangible Net Worth (ATNW):

S. No.	Particulars	Total (Rs. in crores)
	Net Debt as at September 30, 2025*	
(i)	Long Term Debt #	1,231.67
(ii)	Add: Short Term Debt ##	13.20
(iii)	Add: Term Loan repayments within one year ###	304.19
(iv)	Add: Working capital bank finance	513.94
(v)	Add: Corporate Guarantees issued by the Company	131.48
(vi)	Less: Unencumbered cash and bank balances (Refer Note 1(a) below)	164.29
(vii)	Less: Current and liquid investments	35.00
A	Net Debt [sum of (i) to (vii) above]	1,995.19
(i)	Net Worth #####	5,447.10
(ii)	Less: Net Intangible assets	117.27
(iii)	Less: Revaluation reserve	-
(iv)	Less: Exposure in Group Companies (Refer Note 1(b) below)	1,280.14
B	Adjusted Tangible Net Worth ("ATNW") [sum of (i) to (iv) above] as at September 30, 2025*	4,049.69
C	Net Debt / ATNW Ratio (A / B)	0.49
D	Stipulation (as per the Debenture trust deed)	<2
E	Result (Complied if D>C; Not Complied if D<C)	Complied

includes non-current lease liabilities

represents current lease liabilities

represents current maturity of long-term debt including accrued interest

represents total equity

Note 1(a): Unencumbered cash and bank balances *

Particulars	Total (Rs. in crores)
Cash and cash equivalents	165.20
Other bank balances	1.74
Less: unpaid dividend account	0.82
Less: deposits under lien as security	1.83
Unencumbered cash and bank balances as at September 30, 2025 *	164.29

Note 1(b): Exposure in Group Companies** as at September 30, 2025

Particulars	Total (Rs. in crores)
Investment in subsidiaries, associates and joint ventures	1,041.95
Receivables from subsidiaries, associates and joint ventures	106.71
Guarantee / Letter of comfort issued to or on behalf of Group Companies	131.48
Exposure in Group Companies *	1,280.14

** The Group Companies are related parties in terms of Ind AS-24, "Related Party Disclosures", notified under section 133 of the Companies Act 2013 (the Act) read with Companies (Indian Accounting Standards) Rules 2015 (as amended from time to time) excluding receivables from Key management personnel.

S.R. Batliboi & Co. LLP, New Delhi

for Identification

S. R. Batliboi
Uno Minda Limited
Regd. Office: B-64/1, Wazirpur Industrial Area, Delhi - 110052 CIN No. L74899DL1992PLC050333

2. Debt Service Coverage Ratio (DSCR) *

S. No.	Particulars	Total (Rs. in crores)
(i)	Profit after Tax	948.79
(ii)	Add: Deferred tax provision	(13.93)
(iii)	Add: Depreciation and amortization #	473.26
(iv)	Add: lease rentals ##	36.23
(v)	Add: interest ###	135.42
(vi)	Add: financial support by sponsors and their group entities by way of equity or debt	-
A	Numerator [sum of (i) to (vi) above] for the period from October 01, 2024 to September 30, 2025 *	1,579.77
(i)	lease rentals ##	36.23
(ii)	Add: Interest ###	135.42
(iii)	Add: long term repayments #####	188.28
B	Denominator [sum of (i) to (iii) above] for the period from October 01. 2024 to September 30, 2025	359.93
C	Debt Service Coverage Ratio (DSCR) (A / B) for the period from October 01 2024 to September 30, 2025 *	4.39
D	Stipulation (as per the Debenture trust deed)	>=1.25x
E	Result (Complied if C>D; Not Complied if D>C)	Complied

includes depreciation on Right-of-use assets

represents rentals for the operating leases, short term leases and low value assets leases

includes finance cost related to Lease liabilities

represents repayment of long-term borrowings and payment of principal portion of lease liabilities in the current period from October 01, 2024 to September 30, 2025.

3. Net Debt / Earnings before Interest, Depreciation and Tax (EBIDTA)

S. No.	Particulars	Total (Rs. in crores)
A (i)	Net Debt (as calculated in Note 1) as at September 30, 2025 *	1,995.19
(ii)	Profit after tax	948.79
(iii)	Add: Interest expense #	135.42
(iv)	Add: Income Tax	198.22
(v)	Add: Depreciation and Amortization ##	473.26
(vi)	Less: Net non-operating income	236.10
B	EBIDTA [sum of (ii) to (vi) above] for the period from October 01, 2024 to September 30, 2025 *	1,519.59
C	Net Debt / EBITDA (A / B)	1.31
D	Stipulation (as per the Debenture trust deed)	<3x
E	Result (Complied if C<D; Not Complied if D>C)	Complied

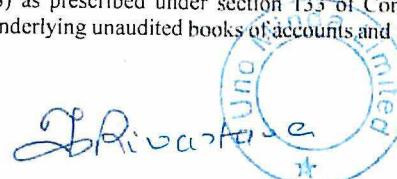
includes finance cost related to Lease liabilities

includes depreciation on Right-of-use assets

* based on methodology as agreed with debenture trustee i.e. from unaudited/unreviewed financial result as at and for the period from October 01, 2024 to September 30, 2025 prepared in accordance with Indian Accounting Standard (Ind AS) as prescribed under section 133 of Companies (Indian Accounting Standard) Rules, 2015 ("Management Approved Financial Results") along with underlying unaudited books of accounts and relevant records and documents maintained by the Company.

S.R. Batliboi & Co. LLP, New Delhi

for Identification



Note:

1. Management Approved Financial Results have been prepared by the Company based on amounts as extracted from audited financial statements for the year ended March 31, 2025 added by unaudited financial results for the quarter and six months ended on September 30, 2025 and reduced by unaudited financial results for the quarter and six months ended on September 30, 2024 and underlying unaudited books of accounts and relevant records maintained by the Company.
2. The unaudited financial results and other financial information as at September 30, 2024 and for the quarter and six months ended September 30, 2024 included in this statement have been restated pursuant to Scheme of Amalgamation for merger ("Scheme") of Kosei Minda Aluminum Company Private Limited ("Transferor Company No.1"), Kosei Minda Mould Private Limited ("Transferor Company No.2") and Minda Kosei Aluminum Wheel Private Limited ("Transferor Company No.3") with Uno Minda Limited ("Transferee Company") sanctioned by the Hon'ble National Company Law Tribunal, New Delhi ('NCLT) vide Order dated December 18, 2024.

For and on behalf of Uno Minda Limited

S.R. Batliboi & Co. LLP, New Delhi


Tarun Srivastava
Company Secretary & Compliance Officer

for Identification



Place: Gurugram
Date: November 07, 2025

Uno Minda Limited

“Statement of Compliances”

Part -II: Status of compliance other than financial covenants in relation to Debentures of the Company as at September 30, 2025

We hereby confirm all the covenants other than financial covenant of the Debenture Trustee vide deed dated April 29, 2024 (7.85% Uno Minda Limited NCD 2027), August 05, 2024 (7.85% Uno Minda 2027 Series I), August 05, 2024 (7.88% Uno Minda 2027 Series II), January 03, 2025 (7.75% Uno Minda 2026 Series I) and January 03, 2025 (7.75% Uno Minda 2027 Series II) are as follows which have been complied with by us:

(A) List of Covenants other than the financial covenants with regard to Debenture Trust Deed dated April 29, 2024 (7.85% Uno Minda Limited NCD 2027)

5.1. Affirmative Covenants

The Company hereby covenants with the Trustee that the Company shall:

- i. Conduct its business with due diligence and efficiency and in accordance with sound engineering, technical, managerial and financial standards and business practices with qualified and experienced management personnel.
- ii. Utilize the monies received towards subscription of the NCDs for the purpose for which the same have been issued as specified in the Information Documents.
- iii. Furnish a certificate from the statutory auditor of the Company in respect of the utilization of funds raised by the Issue of NCDs to the Trustee in terms of Regulation 15(1A)(c) of SEBI (Debenture Trustees) Regulations, 1993, as amended.
- iv. Keep proper books of account and make true and proper entries therein of all dealings and transactions of and in relation to the business of the Company and keep the said books of account and all other books, registers and other documents relating to the affairs of the Company at its Registered Office or, where permitted by law, at other place or places where the books of account and documents of a similar nature may be kept and the Company will ensure that all entries in the same relating to the business of the Company shall at all reasonable times be kept opened for inspection of the Trustee and such person or persons, as the Trustee shall, from time to time, in writing for that purpose appoint;
- v. Give to the Trustee or to such person or persons as aforesaid such information as they or any of them shall require as to all matters relating to the business affairs of the Company to the extent the same is within the scope of the terms and conditions of the NCDs for effective discharge of its duties and obligations, including copies of reports, balance sheets, profit and loss account etc.
- vi. Punctually pay all rents, royalties, taxes, rates, levies, cesses, assessments, impositions and outgoings, governmental, municipal or otherwise imposed upon or payable by the Company as and when the same shall become payable and when required by the Trustee produce the receipts of such payment and also punctually pay and discharge all debts and obligations and liabilities and comply with all covenants and obligations which ought to be observed and performed by the Company.
- vii. Forthwith give notice in writing to the Trustee of commencement of any proceedings affecting the rights of the NCD Holders.
- viii. Pay the Coupon and principal amount of the NCDs to the NCD Holders as and when it becomes due, as per the terms of the Issue.
- ix. Diligently preserve its corporate existence and status and all consents now held or any rights licenses, privileges or concessions hereafter acquired by it in the conduct of its business and that it will comply with each and every term of the said consents, rights, licenses, privileges and concessions and comply with all acts, rules, regulations, orders and directions of any legislative, executive, administrative or judicial body applicable to the Company.
- x. Provided that the Company may contest in good faith the validity of any such acts, rules, regulations, orders and directions and pending the determination of such contest may postpone compliance therewith if the rights enforceable under the NCDs are not thereby materially endangered or impaired.
- xi. Ensure that its Articles of Association are amended to contain a provision mandating its Board to appoint the person nominated by the Debenture Trustee in terms of Regulation 15(1)(e) of the Securities and Exchange Board of India (Debenture Trustees) Regulations, 1993 as a director on its Board of Directors, in compliance with regulation 23(6) of SEBI NCS Regulations, within a period of six months from the date of listing of the NCDs;
- xii. Appoint the person nominated by the Debenture Trustee in terms of Regulation 15(1)(e) of the Securities and Exchange Board of India (Debenture Trustees) Regulations, 1993, as a director on its Board of Directors at the earliest and not later than one month from the date of receipt of nomination from the Debenture Trustee;
- xiii. Inform the Trustee about any material change in nature and conduct of business by the Company before such change.
- xiv. Inform the Trustee of any significant change in the composition of its Board of Directors.
- xv. Pay all such stamp duties on the NCDs and this Deed, if any, (including any additional stamp duty), other duties, taxes, charges and penalties, if the Company is required to pay according to the laws for the time being in force.
- xvi. Promptly inform the Trustee if it has notice of any application for, winding up having been made or any statutory notice of winding up under the Companies Act.
- xvii. Promptly inform the Debenture Trustee of any amalgamation, merger or reconstruction scheme proposed by the Company.
- xviii. Submit to the Trustee its duly audited annual accounts, as required under the Applicable Law;
- xix. The Company shall forward to the Trustee a half yearly report containing the following particulars:

S.R. Batliboi & Co. LLP, New Delhi



Uno Minda Limited

- (a) Updated list of the name and address of the NCD Holders;
- (b) Details of interest due but unpaid and reasons thereof;
- (c) The number and nature of grievances received from the NCD Holders and (a) resolved by the Company (b) unresolved by the Company and reason for the same.

xx. The Company hereby further agrees, declares and covenants with the Debenture Trustee that while submitting periodical financial results in accordance with Regulation 52 of the SEBI Listing Regulations, the Company shall file with the BSE and NSE for dissemination, and accordingly shall provide the Debenture Trustee (for their periodical monitoring) inter alia, the following information, if and as applicable:

- (a) debt equity ratio;
- (b) debt service coverage ratio;
- (c) interest service coverage ratio;
- (d) outstanding redeemable preference shares (quantity and value);
- (e) capital redemption reserve/debenture redemption reserve, as applicable;
- (f) net worth;
- (g) net profit after tax;
- (h) earnings per share;
- (i) current ratio;
- (j) long term debt to working capital;
- (k) bad debts account receivable ratio;
- (l) current liability ratio;
- (m) total debts to total assets;
- (n) debtors turnover;
- (o) inventory turnover;
- (p) operating margin (%);
- (q) net profit margin (%); and
- (r) sector specific equivalent ratios, as applicable.

xxi. Promptly inform the Trustee of the happening of any labor strikes, lockouts, shut-downs, fires or any event likely to have a substantial effect on the Company's profits or business and of any material, changes in the rate of production or sales of the Company with an explanation of the reasons thereof.

xxii. Promptly inform the Trustee of any loss or damage, which the Company may suffer due to any force majeure circumstances or act of God, such as earthquake, flood, tempest or typhoon, etc., against which the Company, may not have insured its properties.

xxiii. Comply with all obligations prescribed under the SEBI LODR, SEBI DT Master Circular, SEBI NCS Regulations and such other rules regulations and guidelines issued by SEBI from time to time and as applicable to the Company, until the Final Settlement Date including all the applicable regulations/ guidelines/ circulars/ statutes etc. as may be amended from time to time applicable to the NCDs.

xxiv. Comply with all directions/ guidelines issued by a governmental authority, with regard to the Issue.

xxv. Compliance with the Money Laundering Laws:

The operations of the Company and its subsidiaries shall be conducted at all times in compliance with applicable Anti-Money Laundering Laws. The operations of the Company and its subsidiaries are and have been conducted at all times in compliance with applicable financial record keeping and reporting requirements, as applicable money laundering statutes of all jurisdictions where the Company or any of its subsidiaries conducts business, the rules and regulations thereunder and any related or similar rules, regulations or guidelines issued, administered or enforced by any governmental or regulatory agency (collectively, the "Anti-Money Laundering Laws") and no action, suit or proceeding by or before any court or governmental or regulatory agency, authority or body or any arbitrator involving the Company or any of its subsidiaries with respect to the Anti-Money Laundering Laws is pending or, to the knowledge of the Company threatened.

xxvi. Submit documents and information, as required by the Debenture Trustee to carry out the necessary due diligence and periodical monitoring as per SEBI master circular for debenture trustees bearing reference number SEBI/HO/DDHS-PoD1/P/CIR/2023/109 dated March 31, 2023.

xxvii. The Company covenants that the Promoter/ Promoter Group shall maintain a minimum shareholding of 51% (based on both unencumbered pure equity and fully diluted basis) and Management Control of the Issuer at all times till the NCDs are redeemed in full till the Redemption Date.

Where: "Management Control" shall in relation to any person, mean: (i) holding by any other person, directly or indirectly, of more than 51% of the voting share capital of the said person; and (ii) ability of that other Person to direct or cause direction of the management and policies of the said person, whether by operation or law or by contract or otherwise.

The Company confirms that as on the Execution Date:

- No Event of Default has occurred and is continuing and no such Event or circumstance will result as a consequence of the Issuer performing any obligation contemplated under the Transaction Documents.
- There is no breach of representations and warranties contained in the Transaction Documents.
- There is no Material Adverse Effect occurred and continuing and there are no circumstances existing which could give rise, with the passage of time or otherwise, to a Material Adverse Effect on the Issuer.

S.R. Batliboi & Co. LLP, New Delhi

S.R. Batliboi & Co. LLP, New Delhi

for Identification

Uno Minda Limited (Corporate Office) : Village Nawada Fatehpur, P.O. Sikanderpur Badda, Manesar, Distt. Gurgaon, Haryana - 122004, India.

T: +91 124 2290427/28, 2290693/94/96 F: +91 124 2290676/95 Email: info@unominda.com, www.unominda.com

Regd. Office: B-64/1, Wazirpur Industrial Area, Delhi - 110052 CIN No L74899DL1992PLC050333

xxix. The Company shall provide relevant documents/ information, to the Debenture Trustee(s) within the timelines as mentioned in the SEBI DT Master circular to the extent applicable on the Debentures and as per the applicable laws as amended from time to time.

xxx. The Company proposes to use the account maintained by the Company with the below mentioned details for payment of interest amount and the redemption amount and shall pre-authorise Debenture Trustee to seek debt redemption payment related information from the said bank. The Company shall submit a letter duly acknowledged by the said bank agreeing to provide debt redemption payment related information to the Debenture Trustee

However, in case of any change in the same, the Company shall intimate the Trustee within one Business Day of such change

Beneficiary Name	Uno Minda Limited
Account No.	50200086849410
Bank	HDFC Bank Limited
Branch	Sector 2, Manesar
IFS Code	HDFC0000589

xxxi. Disclose manner of creation and operation of the Recovery Expense Fund.

xxxii. maintain a register of NCD Holders including addresses of the NCD Holders, record of subsequent transfers and changes of ownership through Registrar and Transfer Agent.

xxxiii. The Company hereby agrees and undertakes to comply with SEBI Listing Regulations, as amended from time to time. The Company shall ensure that it remains Profit after Tax (PAT) positive till the time NCDs are not paid in full till Redemption Date.

5.2. Negative Covenants

The Company shall not without the written consent of the Majority NCD Holders / Trustee:

- (a) Declare or pay any dividend to its shareholders during any financial year, in case it makes default in payment of instalment of principal and Coupon then due and payable on the NCDs or has not made provision for making such payment.
- (b) Permit or cause to be done any act whereby its right to transact business could be terminated or whereby payment of any principal or Coupon on the NCDs may be hindered or delayed.
- (c) Enter into amalgamation, demerger, merger or reconstruction
- (d) Enter into any financial obligation of a long-term nature which materially and adversely affect the Company's financials.
- (e) amend or modify any of its constitutional documents i.e. Memorandum of Association and Articles of Association which amendments are likely to adversely affect Debenture Holder's interest.
- (f) make any substantial change to the general nature of its business till the time NCDs are redeemed in full till Redemption Date.
- (g) Voluntarily suffer any act, which has a substantial effect on its business profits, production or sales.

5.3. Financial Covenants (refer Part I: Statement on compliance status of financial covenants in relation to Debentures of the Company as at September 30, 2025)

5.4. Information Covenants

The Issuer shall provide the Debenture Trustee with certified copies of the following:

- a. Unaudited quarterly financial statements within 60 calendar days from the end of each Fiscal Quarter and annual audited consolidated, and standalone financial statements within 120 calendar days following the closure of the preceding Financial Year;
- b. Details of any material litigation, arbitration, or administrative proceedings; and
- c. Notification of any potential event of default or actual event of default.

The Issuer shall keep the Trustee advised of:

- a. any circumstances adversely affecting the financial position of the Company, including any action taken by any creditor against the Company legally or otherwise;
- b. Happening of any event likely to have Material Adverse Change in the Issuer, subsidiaries, or joint venture; and
- c. Change in the composition of the Company's Board of Directors.

S.R. Batliboi & Co. LLP, New Delhi

5.5. Debenture Redemption Reserve ("DRR")

The Company being a listed company is not required to maintain a debenture redemption reserve ("DRR") in accordance with Section 71 of the Companies Act, Rule 18 of the Share Capital and Debenture Rules, pursuant to the Companies (Share Capital and Debenture) Amendment Rules, 2019 dated August 16, 2019. In the event that such exemption is not extended in future, the Company shall comply with applicable law in relation to the DRR. The Company further undertakes to create/has created a deposit in the manner as maybe specified by SEBI from time to time for an amount equal to 0.01% of the Issue Size up to a maximum amount of Rs. 25,00,000 (Rupees Twenty-Five Lakhs) per Issue

for Identification

("Recovery Expense Fund") before the listing of the NCDs on BSE and NSE, in accordance with the SEBI Master Circular. The Company further undertakes to inform the Debenture Trustee regarding the creation of and the deposit in such fund. The Recovery Expense Fund may be utilised by the Debenture Trustee in the Event of Default by the Company under the terms of this Debenture Trust Deed for taking appropriate legal action. The Trustee shall keep proper account of all expenses incurred out of the funds received from the Recovery Expense Fund. In case of an Event of Default, the Trustee will follow the guidelines prescribed by SEBI in the SEBI Master Circular. The balance amount from the Recovery Expense Fund shall be refundable to the Company on repayment to the NCD Holders on their NCDs, for which a no-objection certificate shall be issued by the Trustee to the designated stock exchange.

5.6. Redressal of NCD Holders' Grievances

The Company shall furnish to the Trustee details of grievances which are not resolved in reasonable time and the steps taken by the Company to redress the same. At the request of any NCD Holder, the Trustee shall, by notice to the Company call upon the Company to take appropriate steps to redress such grievance(s).

5.7. Disclosure

The Company hereby gives specific consent to the Debenture Holders and/or the Debenture Trustee (acting on behalf of and for the benefit of the Debenture Holders) for disclosing / submitting the following information with any information utility ('IU') established under the provisions of the IBC, in accordance with the relevant regulations framed under the IBC, and directions issued by the Reserve Bank of India from time to time and hereby specifically agrees and undertakes to promptly authenticate the following information submitted by the Debenture Holders and/or the Debenture Trustee (acting on behalf of and for the benefit of the Debenture Holders), whenever requested by the concerned IU or the Debenture Trustee and/or the Debenture Holders:

- financial information as defined in section 3(13) of the IBC read with the relevant regulations / rules framed under the IBC, as amended and in force from time to time, including details regarding debts / financial / credit facilities availed by the Company from the Debenture Holders, from time to time;
- any information regarding default committed by the Company in repayment of the amounts due and outstanding from the Company in accordance with the terms and conditions of the agreements executed by the Company in connection with the availing of debts/ financial / credit facilities by the Company from the Debenture Holders from time to time; and
- any other information as may be required to be provided or authenticated under the IBC.

5.8. Additional Covenants

(a) Execution of this Deed:

If not already executed, the Issuer shall execute the Trust Deed before making the application for listing of debt securities. In case of a delay in execution of Trust Deed, the Issuer will be liable to refund the subscription amount to the satisfaction of the Debenture Holder.

(b) Delay in Listing:

In case of delay in listing of the NCDs, wherever applicable, beyond applicable trading days from the date of closure of issue or such number of days as may be allowed (for getting the NCDs listed) under the Applicable Law, the Issuer will pay penal interest of 1% per annum over the Coupon Rate for the period of delay to the NCD Holders (i.e. from date of allotment to the date of listing) or such other rate as may be prescribed under the Applicable Law.

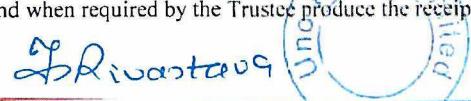
(B): List of Covenants other than the financial covenants with regard to Debenture Trust Deed dated August 05, 2024 (7.85% Uno Minda 2027 Series I)

5.1. Affirmative Covenants

The Company hereby covenants with the Trustee that the Company shall:

- Conduct its business with due diligence and efficiency and in accordance with sound engineering, technical, managerial and financial standards and business practices with qualified and experienced management personnel.
- Utilize the monies received towards subscription of the NCDs for the purpose for which the same have been issued as specified in the Information Documents.
- Furnish a certificate from the statutory auditor of the Company in respect of the utilization of funds raised by the Issue of NCDs to the Trustee in terms of Regulation 15(1A)(c) of SEBI (Debenture Trustees) Regulations, 1993, as amended.
- Keep proper books of account and make true and proper entries therein of all dealings and transactions of and in relation to the business of the Company and keep the said books of account and all other books, registers and other documents relating to the affairs of the Company at its Registered Office or, where permitted by law, at other place or places where the books of account and documents of a similar nature may be kept and the Company will ensure that all entries in the same relating to the business of the Company shall at all reasonable times be kept opened for inspection of the Trustee and such person or persons, as the Trustee shall, from time to time, in writing for that purpose appoint;
- Give to the Trustee or to such person or persons as aforesaid such information as they or any of them shall require as to all matters relating to the business affairs of the Company to the extent the same is within the scope of the terms and conditions of the NCDs for effective discharge of its duties and obligations, including copies of reports, balance sheets, profit and loss account etc.
- Punctually pay all rents, royalties, taxes, rates, levies, cesses, assessments, impositions and outgoings, governmental, municipal or otherwise imposed upon or payable by the Company as and when the same shall become payable and when required by the Trustee produce the receipts

S.R. Batliboi & Co. LLP, New Delhi



S.R. Batliboi & Co. LLP

for Identification

Uno Minda Limited

of such payment and also punctually pay and discharge all debts and obligations and liabilities and comply with all covenants and obligations which ought to be observed and performed by the Company.

- vii. Forthwith give notice in writing to the Trustee of commencement of any proceedings affecting the rights of the NCD Holders.
- viii. Pay the Coupon and principal amount of the NCDs to the NCD Holders as and when it becomes due, as per the terms of the Issue.
- ix. Diligently preserve its corporate existence and status and all consents now held or any rights licenses, privileges or concessions hereafter acquired by it in the conduct of its business and that it will comply with each and every term of the said consents, rights, licenses, privileges and concessions and comply with all acts, rules, regulations, orders and directions of any legislative, executive, administrative or judicial body applicable to the Company.
- x. Provided that the Company may contest in good faith the validity of any such acts, rules, regulations, orders and directions and pending the determination of such contest may postpone compliance therewith if the rights enforceable under the NCDs are not thereby materially endangered or impaired.
- xi. Ensure that its Articles of Association are amended to contain a provision mandating its Board to appoint the person nominated by the Debenture Trustee in terms of Regulation 15(1)(e) of the Securities and Exchange Board of India (Debenture Trustees) Regulations, 1993 as a director on its Board of Directors, in compliance with regulation 23(6) of SEBI NCS Regulations, within a period of six months from the date of listing of the NCDs:
- xii. Appoint the person nominated by the Debenture Trustee in terms of Regulation 15(1)(e) of the Securities and Exchange Board of India (Debenture Trustees) Regulations, 1993, as a director on its Board of Directors at the earliest and not later than one month from the date of receipt of nomination from the Debenture Trustee;
- xiii. Inform the Trustee about any material change in nature and conduct of business by the Company before such change.
- xiv. Inform the Trustee of any significant change in the composition of its Board of Directors.
- xv. Pay all such stamp duties on the NCDs and this Deed, if any, (including any additional stamp duty), other duties, taxes, charges and penalties, if the Company is required to pay according to the laws for the time being in force.
- xvi. Promptly inform the Trustee if it has notice of any application for, winding up having been made or any statutory notice of winding up under the Companies Act.
- xvii. Promptly inform the Debenture Trustee of any amalgamation, merger or reconstruction scheme proposed by the Company.
- xviii. Submit to the Trustee its duly audited annual accounts, as required under the Applicable Law;
- xix. The Company shall forward to the Trustee a half yearly report containing the following particulars:
 - (a) Updated list of the name and address of the NCD Holders;
 - (b) Details of interest due but unpaid and reasons thereof;
 - (c) The number and nature of grievances received from the NCD Holders and (a) resolved by the Company (b) unresolved by the Company and reason for the same.
- xx. The Company hereby further agrees, declares and covenants with the Debenture Trustee that while submitting periodical financial results (i.e. Quarterly Standalone and Annual Standalone & Consolidated) in accordance with Regulation 52 of the SEBI Listing Regulations, the Company shall file with the BSE and NSE for dissemination, and accordingly shall provide the Debenture Trustee (for their periodical monitoring) inter alia, the following information, if and as applicable:
 - (a) debt equity ratio;
 - (b) debt service coverage ratio;
 - (c) interest service coverage ratio;
 - (d) outstanding redeemable preference shares (quantity and value);
 - (e) capital redemption reserve/debenture redemption reserve, as applicable;
 - (f) net worth;
 - (g) net profit after tax;
 - (h) earnings per share;
 - (i) current ratio;
 - (j) long term debt to working capital;
 - (k) bad debts account receivable ratio;
 - (l) current liability ratio;
 - (m) total debts to total assets;
 - (n) debtors turnover;
 - (o) inventory turnover;
 - (p) operating margin (%);
 - (q) net profit margin (%); and
 - (r) sector specific equivalent ratios, as applicable.
- xxi. Promptly inform the Trustee of the happening of any labor strikes, lockouts, shut-downs, fires or any event likely to have a substantial effect on the Company's profits or business and of any material, changes in the rate of production or sales of the Company with an explanation of the reasons thereof.
- xxii. In accordance with Regulation 56 of the SEBI Listing Regulations. The Issuer shall submit a half-yearly certificate regarding compliance with all the covenants, in respect of NCDs, by the statutory auditor of the issuer, along with the financial results.

S.R. Batliboi & Co. LLP, New Delhi

for Identification



Uno Minda Limited

xxiii. Promptly inform the Trustee of any loss or damage, which the Company may suffer due to any force majeure circumstances or act of God, such as earthquake, flood, tempest or typhoon, etc., against which the Company, may not have insured its properties.

xxiv. Comply with all obligations prescribed under the SEBI LODR, SEBI Master Circular, SEBI NCS Regulations and such other rules regulations and guidelines issued by SEBI from time to time and as applicable to the Company, until the Final Settlement Date including all the applicable regulations/ guidelines/ circulars/ statutes etc. as may be amended from time to time applicable to the NCDs.

xxv. Comply with all directions/ guidelines issued by a governmental authority, with regard to the Issue.

xxvi. Compliance with the Money Laundering Laws:
The operations of the Company and its subsidiaries shall be conducted at all times in compliance with applicable Anti-Money Laundering Laws. The operations of the Company and its subsidiaries are and have been conducted at all times in compliance with applicable financial record keeping and reporting requirements, as applicable money laundering statutes of all jurisdictions where the Company or any of its subsidiaries conducts business, the rules and regulations thereunder and any related or similar rules, regulations or guidelines issued, administered or enforced by any governmental or regulatory agency (collectively, the "Anti-Money Laundering Laws") and no action, suit or proceeding by or before any court or governmental or regulatory agency, authority or body or any arbitrator involving the Company or any of its subsidiaries with respect to the Anti-Money Laundering Laws is pending or, to the knowledge of the Company threatened.

xxvii. Submit documents and information, as required by the Debenture Trustee to carry out the necessary due diligence and periodical monitoring as per SEBI master circular for debenture trustees bearing reference number SEBI/HO/DDHS-PoD3/P/CIR/2024/46 dated May 16, 2024.

xxviii. The Company covenants that the Promoter/ Promoter Group shall maintain a minimum shareholding of 51% (based on both unencumbered pure equity and fully diluted basis) and Management Control of the Issuer at all times till the NCDs are redeemed in full till the Redemption Date.
Where: "Management Control" shall in relation to any person, mean: (i) holding by any other person, directly or indirectly, of more than 51% of the voting share capital of the said person; and (ii) ability of that other Person to direct or cause direction of the management and policies of the said person, whether by operation or law or by contract or otherwise.

xxix. The Company confirms that as on the Execution Date:

- No Event of Default has occurred and is continuing and no such event or circumstance will result as a consequence of the Issuer performing any obligation contemplated under the Transaction Documents.
- There is no breach of representations and warranties contained in the Transaction Documents.
- There is no Material Adverse Effect occurred and continuing and there are no circumstances existing which could give rise, with the passage of time or otherwise, to a Material Adverse Effect on the Issuer.

xxx. The Company shall provide relevant documents/ information, to the Debenture Trustee(s) within the timelines as mentioned in the SEBI Master circular to the extent applicable on the Debentures and as per the applicable laws as amended from time to time.

xxxi. The Company proposes to use the account maintained by the Company with the below mentioned details for payment of interest amount and the redemption amount and shall pre-authorise Debenture Trustee to seek debt redemption payment related information from the said bank. The Company shall submit a letter duly acknowledged by the said bank agreeing to provide debt redemption payment related information to the Debenture Trustee

However, in case of any change in the same, the Company shall intimate the Trustee within one Business Day of such change

Beneficiary Name	Uno Minda Limited
Account No.	50200086849410
Bank	HDFC Bank Limited
Branch	Sector 2, Manesar
IFSC Code	HDFC0000589

xxxii. Disclose manner of creation and operation of the Recovery Expense Fund.

xxxiii. maintain a register of NCD Holders including addresses of the NCD Holders, record of subsequent transfers and changes of ownership through Registrar and Transfer Agent.

xxxiv. The Company hereby agrees and undertakes to comply with SEBI Listing Regulations, as amended from time to time. The Company shall ensure that it remains Profit after Tax (PAT) positive till the time NCDs are not paid in full till Redemption Date.

5.2. Negative Covenants

The Company shall not without the written consent of the Majority NCD Holders / Trustee:

- (a) Declare or pay any dividend to its shareholders during any financial year, in case it makes default in payment of instalment of principal and Coupon then due and payable on the NCDs or has not made provision for making such payment.
- (b) Permit or cause to be done any act whereby its right to transact business could be terminated or whereby payment of any principal or Coupon on the NCDs may be hindered or delayed.
- (c) Enter into amalgamation, demerger, merger or reconstruction.
- (d) Enter into any financial obligation of a long-term nature which materially and adversely affect the Company's financials.

S.R. Batliboi & Co. LLP, New Delhi

for Identification

Dr Rivastrola

Uno Minda Limited (Corporate Office) : Village Nawada Fatehpur, P.O. Sikanderpur Badda, Manesar, Distt. Gurgaon, Haryana - 122004, India.

T: +91 124 2290427/28, 2290693/94/96 F: +91 124 2290676/95 Email: info@unominda.com, www.unominda.com

Regd. Office: B-64/1, Wazirpur Industrial Area, Delhi - 110052 CIN No : L74899DL1992PLC050333

Uno Minda Limited

- (e) amend or modify any of its constitutional documents i.e. Memorandum of Association and Articles of Association which amendments are likely to adversely affect Debenture Holder's interest.
- (f) make any substantial change to the general nature of its business till the time NCDs are redeemed in full till Redemption Date.
- (g) Voluntarily suffer any act, which has a substantial effect on its business profits, production or sales.

5.3. Financial Covenants (refer *Part I: Statement on compliance status of financial covenants in relation to Debentures of the Company as at September 30, 2025*)

5.4. Information Covenants

The Issuer shall provide the Debenture Trustee with certified copies of the following:

- (a) Unaudited quarterly financial statements within 60 calendar days from the end of each Fiscal Quarter and annual audited consolidated, and standalone financial statements within 120 calendar days following the closure of the preceding Financial Year;
- (b) Details of any material litigation, arbitration, or administrative proceedings; and
- (c) Notification of any potential event of default or actual event of default.

The Issuer shall keep the Trustee advised of:

- (a) any circumstances adversely affecting the financial position of the Company, including any action taken by any creditor against the Company legally or otherwise;
- (b) Happening of any event likely to have Material Adverse Change in the Issuer, subsidiaries, or joint venture; and
- (c) Change in the composition of the Company's Board of Directors.

5.5. Debenture Redemption Reserve ("DRR")

The Company being a listed company is not required to maintain a debenture redemption reserve ("DRR") in accordance with Section 71 of the Companies Act, Rule 18 of the Share Capital and Debenture Rules, pursuant to the Companies (Share Capital and Debenture) Amendment Rules, 2019 dated August 16, 2019. In the event that such exemption is not extended in future, the Company shall comply with applicable law in relation to the DRR. The Company further undertakes to create/has created a deposit in the manner as maybe specified by SEBI from time to time for an amount equal to 0.01% of the Issue Size up to a maximum amount of Rs. 25,00,000 (Rupees Twenty Five Lakhs) per Issue ("Recovery Expense Fund") before the listing of the NCDs on BSE and NSE, in accordance with the SEBI Master Circular. The Company further undertakes to inform the Debenture Trustee regarding the creation of and the deposit in such fund. The Recovery Expense Fund may be utilised by the Debenture Trustee in the Event of Default by the Company under the terms of this Debenture Trust Deed for taking appropriate legal action. The Trustee shall keep proper account of all expenses incurred out of the funds received from the Recovery Expense Fund. In case of an Event of Default, the Trustee will follow the guidelines prescribed by SEBI in the SEBI Master Circular. The balance amount from the Recovery Expense Fund shall be refundable to the Company on repayment to the NCD Holders on their NCDs, for which a no-objection certificate shall be issued by the Trustee to the designated stock exchange.

5.6. Redressal of NCD Holders' Grievances

The Company shall furnish to the Trustee details of grievances which are not resolved in reasonable time and the steps taken by the Company to redress the same. At the request of any NCD Holder, the Trustee shall, by notice to the Company call upon the Company to take appropriate steps to redress such grievance(s).

5.7. Disclosure

The Company hereby gives specific consent to the Debenture Holders and/or the Debenture Trustee (acting on behalf of and for the benefit of the Debenture Holders) for disclosing / submitting the following information with any information utility ('IU') established under the provisions of the IBC, in accordance with the relevant regulations framed under the IBC, and directions issued by the Reserve Bank of India from time to time and hereby specifically agrees and undertakes to promptly authenticate the following information submitted by the Debenture Holders and/or the Debenture Trustee (acting on behalf of and for the benefit of the Debenture Holders), whenever requested by the concerned IU or the Debenture Trustee and/or the Debenture Holders:

- a. financial information as defined in section 3(13) of the IBC read with the relevant regulations / rules framed under the IBC, as amended and in force from time to time, including details regarding debts / financial / credit facilities availed by the Company from the Debenture Holders, from time to time;
- b. any information regarding default committed by the Company in repayment of the amounts due and outstanding from the Company in accordance with the terms and conditions of the agreements executed by the Company in connection with the availing of debts/ financial / credit facilities by the Company from the Debenture Holders from time to time; and
- c. any other information as may be required to be provided or authenticated under the IBC.

S.R. Batliboi & Co. LLP, New Delhi

5.8. Additional Covenants

(a) Execution of this Deed:

If not already executed, the Issuer shall execute the Trust Deed before making the application for listing of debt securities. In case of a delay in execution of Trust Deed, the Issuer will be liable to refund the subscription amount to the satisfaction of the Debenture Holder.

(b) Delay in Listing:

In case of delay in listing of the NCDs, wherever applicable, beyond applicable trading days from the date of closure of issue or such number

for Identification
S.R. Batliboi & Co. LLP
New Delhi
S.R. Batliboi & Co. LLP
New Delhi

Uno Minda Limited

of days as may be allowed (for getting the NCDs listed) under the Applicable Law, the Issuer will pay penal interest of 1% per annum over the Coupon Rate for the period of delay to the NCD Holders (i.e. from date of allotment to the date of listing) or such other rate as may be prescribed under the Applicable Law.

(C) List of Covenants other than the financial covenants with regard to Debenture Trust Deed dated August 05, 2024 (7.88% Uno Minda 2027 Series II)

5.1. Affirmative Covenants

The Company hereby covenants with the Trustee that the Company shall:

- i. Conduct its business with due diligence and efficiency and in accordance with sound engineering, technical, managerial and financial standards and business practices with qualified and experienced management personnel.
- ii. Utilize the monies received towards subscription of the NCDs for the purpose for which the same have been issued as specified in the Information Documents.
- iii. Furnish a certificate from the statutory auditor of the Company in respect of the utilization of funds raised by the Issue of NCDs to the Trustee in terms of Regulation 15(1A)(c) of SEBI (Debenture Trustees) Regulations, 1993, as amended.
- iv. Keep proper books of account and make true and proper entries therein of all dealings and transactions of and in relation to the business of the Company and keep the said books of account and all other books, registers and other documents relating to the affairs of the Company at its Registered Office or, where permitted by law, at other place or places where the books of account and documents of a similar nature may be kept and the Company will ensure that all entries in the same relating to the business of the Company shall at all reasonable times be kept opened for inspection of the Trustee and such person or persons, as the Trustee shall, from time to time, in writing for that purpose appoint;
- v. Give to the Trustee or to such person or persons as aforesaid such information as they or any of them shall require as to all matters relating to the business affairs of the Company to the extent the same is within the scope of the terms and conditions of the NCDs for effective discharge of its duties and obligations, including copies of reports, balance sheets, profit and loss account etc.
- vi. Punctually pay all rents, royalties, taxes, rates, levies, cesses, assessments, impositions and outgoings, governmental, municipal or otherwise imposed upon or payable by the Company as and when the same shall become payable and when required by the Trustee produce the receipts of such payment and also punctually pay and discharge all debts and obligations and liabilities and comply with all covenants and obligations which ought to be observed and performed by the Company.
- vii. Forthwith give notice in writing to the Trustee of commencement of any proceedings affecting the rights of the NCD Holders.
- viii. Pay the Coupon and principal amount of the NCDs to the NCD Holders as and when it becomes due, as per the terms of the Issue.
- ix. Diligently preserve its corporate existence and status and all consents now held or any rights licenses, privileges or concessions hereafter acquired by it in the conduct of its business and that it will comply with each and every term of the said consents, rights, licenses, privileges and concessions and comply with all acts, rules, regulations, orders and directions of any legislative, executive, administrative or judicial body applicable to the Company.
- x. Provided that the Company may contest in good faith the validity of any such acts, rules, regulations, orders and directions and pending the determination of such contest may postpone compliance therewith if the rights enforceable under the NCDs are not thereby materially endangered or impaired.
- xi. Ensure that its Articles of Association are amended to contain a provision mandating its Board to appoint the person nominated by the Debenture Trustee in terms of Regulation 15(1)(e) of the Securities and Exchange Board of India (Debenture Trustees) Regulations, 1993 as a director on its Board of Directors, in compliance with regulation 23(6) of SEBI NCS Regulations, within a period of six months from the date of listing of the NCDs;
- xii. Appoint the person nominated by the Debenture Trustee in terms of Regulation 15(1)(e) of the Securities and Exchange Board of India (Debenture Trustees) Regulations, 1993, as a director on its Board of Directors at the earliest and not later than one month from the date of receipt of nomination from the Debenture Trustee;
- xiii. Inform the Trustee about any material change in nature and conduct of business by the Company before such change.
- xiv. Inform the Trustee of any significant change in the composition of its Board of Directors.
- xv. Pay all such stamp duties on the NCDs and this Deed, if any, (including any additional stamp duty), other duties, taxes, charges and penalties, if the Company is required to pay according to the laws for the time being in force.
- xvi. Promptly inform the Trustee if it has notice of any application for, winding up having been made or any statutory notice of winding up under the Companies Act.
- xvii. Promptly inform the Debenture Trustee of any amalgamation, merger or reconstruction scheme proposed by the Company.
- xviii. Submit to the Trustee its duly audited annual accounts, as required under the Applicable Law;
- xix. The Company shall forward to the Trustee a half yearly report containing the following particulars:
 - (a) Updated list of the name and address of the NCD Holders;
 - (b) Details of interest due but unpaid and reasons thereof;
 - (c) The number and nature of grievances received from the NCD Holders and (a) resolved by the Company (b) unresolved by the Company and reason for the same.

S.R. Batliboi & Co. LLP, New Delhi

for Identification



Uno Minda Limited

xx. The Company hereby further agrees, declares and covenants with the Debenture Trustee that while submitting periodical financial results (i.e. Quarterly Standalone and Annual Standalone & Consolidated) in accordance with Regulation 52 of the SEBI Listing Regulations, the Company shall file with the BSE and NSE for dissemination, and accordingly shall provide the Debenture Trustee (for their periodical monitoring) inter alia, the following information, if and as applicable:

- (a) debt equity ratio;
- (b) debt service coverage ratio;
- (c) interest service coverage ratio;
- (d) outstanding redeemable preference shares (quantity and value);
- (e) capital redemption reserve/debenture redemption reserve, as applicable;
- (f) net worth;
- (g) net profit after tax;
- (h) earnings per share;
- (i) current ratio;
- (j) long term debt to working capital;
- (k) bad debts account receivable ratio;
- (l) current liability ratio;
- (m) total debts to total assets;
- (n) debtors turnover;
- (o) inventory turnover;
- (p) operating margin (%);
- (q) net profit margin (%); and
- (r) sector specific equivalent ratios, as applicable.

xxi. Promptly inform the Trustee of the happening of any labor strikes, lockouts, shut-downs, fires or any event likely to have a substantial effect on the Company's profits or business and of any material, changes in the rate of production or sales of the Company with an explanation of the reasons thereof.

xxii. In accordance with Regulation 56 of the SEBI Listing Regulations. The Issuer shall submit a half-yearly certificate regarding compliance with all the covenants, in respect of NCDs, by the statutory auditor of the issuer, along with the financial results.

xxiii. Promptly inform the Trustee of any loss or damage, which the Company may suffer due to any force majeure circumstances or act of God, such as earthquake, flood, tempest or typhoon, etc., against which the Company, may not have insured its properties.

xxiv. Comply with all obligations prescribed under the SEBI LODR, SEBI Master Circular, SEBI NCS Regulations and such other rules regulations and guidelines issued by SEBI from time to time and as applicable to the Company, until the Final Settlement Date including all the applicable regulations/ guidelines/ circulars/ statutes etc. as may be amended from time to time applicable to the NCDs.

xxv. Comply with all directions/ guidelines issued by a governmental authority, with regard to the Issue.

xxvi. Compliance with the Money Laundering Laws:
The operations of the Company and its subsidiaries shall be conducted at all times in compliance with applicable Anti-Money Laundering Laws. The operations of the Company and its subsidiaries are and have been conducted at all times in compliance with applicable financial record keeping and reporting requirements, as applicable money laundering statutes of all jurisdictions where the Company or any of its subsidiaries conducts business, the rules and regulations thereunder and any related or similar rules, regulations or guidelines issued, administered or enforced by any governmental or regulatory agency (collectively, the "Anti-Money Laundering Laws") and no action, suit or proceeding by or before any court or governmental or regulatory agency, authority or body or any arbitrator involving the Company or any of its subsidiaries with respect to the Anti-Money Laundering Laws is pending or, to the knowledge of the Company threatened.

xxvii. Submit documents and information, as required by the Debenture Trustee to carry out the necessary due diligence and periodical monitoring as per SEBI master circular for debenture trustees bearing reference number SEBI/HO/DDHS-PoD3/P/CIR/2024/46 dated May 16, 2024.

xxviii. The Company covenants that the Promoter/ Promoter Group shall maintain a minimum shareholding of 51% (based on both unencumbered pure equity and fully diluted basis) and Management Control of the Issuer at all times till the NCDs are redeemed in full till the Redemption Date.

xxix. **Where:** "Management Control" shall in relation to any person, mean: (i) holding by any other person, directly or indirectly, of more than 51% of the voting share capital of the said person; and (ii) ability of that other Person to direct or cause direction of the management and policies of the said person, whether by operation or law or by contract or otherwise.

The Company confirms that as on the Execution Date:

- No Event of Default has occurred and is continuing and no such Event or circumstance will result as a consequence of the Issuer performing any obligation contemplated under the Transaction Documents.
- There is no breach of representations and warranties contained in the Transaction Documents.
- There is no Material Adverse Effect occurred and continuing and there are no circumstances existing which could give rise, with the passage of time or otherwise, to a Material Adverse Effect on the Issuer.

xxx. The Company shall provide relevant documents/ information, to the Debenture Trustee(s) within the timelines as mentioned in the SEBI Master circular to the extent applicable on the Debentures and as per the applicable laws as amended from time to time.

S.R. Batliboi & Co. LLP, New Delhi

xxxii. The Company proposes to use the account maintained by the Company with the below mentioned details for payment of interest amount and the redemption amount and shall pre-authorise Debenture Trustee to seek debt redemption payment related information from the said bank. The Company shall submit a letter duly acknowledged by the said bank agreeing to provide debt redemption payment related information to the Debenture Trustee

However, in case of any change in the same, the Company shall intimate the Trustee within one Business Day of such change

Beneficiary Name	Uno Minda Limited
Account No.	50200086849410
Bank	HDFC Bank Limited
Branch	Sector 2, Manesar
IFSC Code	HDFC0000589

xxxiii. Disclose manner of creation and operation of the Recovery Expense Fund.
 xxxiv. maintain a register of NCD Holders including addresses of the NCD Holders, record of subsequent transfers and changes of ownership through Registrar and Transfer Agent.
 xxxv. The Company hereby agrees and undertakes to comply with SEBI Listing Regulations, as amended from time to time. The Company shall ensure that it remains Profit after Tax (PAT) positive till the time NCDs are not paid in full till Redemption Date.

5.2. Negative Covenants

The Company shall not without the written consent of the Majority NCD Holders / Trustee:

- (a) Declare or pay any dividend to its shareholders during any financial year, in case it makes default in payment of instalment of principal and Coupon then due and payable on the NCDs or has not made provision for making such payment.
- (b) Permit or cause to be done any act whereby its right to transact business could be terminated or whereby payment of any principal or Coupon on the NCDs may be hindered or delayed.
- (c) Enter into amalgamation, demerger, merger or reconstruction
- (d) Enter into any financial obligation of a long-term nature which materially and adversely affect the Company's financials.
- (e) amend or modify any of its constitutional documents i.e. Memorandum of Association and Articles of Association which amendments are likely to adversely affect Debenture Holder's interest.
- (f) make any substantial change to the general nature of its business till the time NCDs are redeemed in full till Redemption Date.
- (g) Voluntarily suffer any act, which has a substantial effect on its business profits, production or sales.

5.3. Financial Covenants (refer Part I: Statement on compliance status of financial covenants in relation to Debentures of the Company as at September 30, 2025)

5.4. Information Covenants

The Issuer shall provide the Debenture Trustee with certified copies of the following:

- (a) Unaudited quarterly financial statements within 60 calendar days from the end of each Fiscal Quarter and annual audited consolidated, and standalone financial statements within 120 calendar days following the closure of the preceding Financial Year;
- (b) Details of any material litigation, arbitration, or administrative proceedings; and
- (c) Notification of any potential event of default or actual event of default.

The Issuer shall keep the Trustee advised of:

- (a) any circumstances adversely affecting the financial position of the Company, including any action taken by any creditor against the Company legally or otherwise;
- (b) Happening of any event likely to have Material Adverse Change in the Issuer, subsidiaries, or joint venture; and
- (c) Change in the composition of the Company's Board of Directors.

S.R. Batliboi & Co. LLP, New Delhi

5.5. Debenture Redemption Reserve ("DRR")

for Identification

The Company being a listed company is not required to maintain a debenture redemption reserve ("DRR") in accordance with Section 71 of the Companies Act, Rule 18 of the Share Capital and Debenture Rules, pursuant to the Companies (Share Capital and Debenture) Amendment Rules, 2019 dated August 16, 2019. In the event that such exemption is not extended in future, the Company shall comply with applicable law in relation to the DRR. The Company further undertakes to create/has created a deposit in the manner as maybe specified by SEBI from time to time for an amount equal to 0.01% of the Issue Size up to a maximum amount of Rs. 25,00,000 (Rupees Twenty Five Lakhs) per Issue ("Recovery Expense Fund") before the listing of the NCDs on BSE and NSE, in accordance with the SEBI Master Circular. The Company further undertakes to inform the Debenture Trustee regarding the creation of and the deposit in such fund. The Recovery Expense Fund may be utilised by the Debenture Trustee in the Event of Default by the Company under the terms of this Debenture Trust Deed for taking appropriate legal action. The Trustee shall keep proper account of all expenses incurred out of the funds received from the Recovery Expense Fund. In case of an Event of

Uno Minda Limited

Default, the Trustee will follow the guidelines prescribed by SEBI in the SEBI Master Circular for debenture trustee. The balance amount from the Recovery Expense Fund shall be refundable to the Company on repayment to the NCD Holders on their NCDs, for which a no-objection certificate shall be issued by the Trustee to the designated stock exchange.

5.6. Redressal of NCD Holders' Grievances

The Company shall furnish to the Trustee details of grievances which are not resolved in reasonable time and the steps taken by the Company to redress the same. At the request of any NCD Holder, the Trustee shall, by notice to the Company call upon the Company to take appropriate steps to redress such grievance(s).

5.7. Disclosure

The Company hereby gives specific consent to the Debenture Holders and/or the Debenture Trustee (acting on behalf of and for the benefit of the Debenture Holders) for disclosing / submitting the following information with any information utility ('IU') established under the provisions of the IBC, in accordance with the relevant regulations framed under the IBC, and directions issued by the Reserve Bank of India from time to time and hereby specifically agrees and undertakes to promptly authenticate the following information submitted by the Debenture Holders and/or the Debenture Trustee (acting on behalf of and for the benefit of the Debenture Holders), whenever requested by the concerned IU or the Debenture Trustee and/or the Debenture Holders:

- financial information as defined in section 3(13) of the IBC read with the relevant regulations / rules framed under the IBC, as amended and in force from time to time, including details regarding debts / financial / credit facilities availed by the Company from the Debenture Holders, from time to time;
- any information regarding default committed by the Company in repayment of the amounts due and outstanding from the Company in accordance with the terms and conditions of the agreements executed by the Company in connection with the availing of debts/ financial / credit facilities by the Company from the Debenture Holders from time to time; and
- any other information as may be required to be provided or authenticated under the IBC.

5.8. Additional Covenants

(a) Execution of this Deed:

If not already executed, the Issuer shall execute the Trust Deed before making the application for listing of debt securities. In case of a delay in execution of Trust Deed, the Issuer will be liable to refund the subscription amount to the satisfaction of the Debenture Holder.

(b) Delay in Listing:

In case of delay in listing of the NCDs, wherever applicable, beyond applicable trading days from the date of closure of issue or such number of days as may be allowed (for getting the NCDs listed) under the Applicable Law, the Issuer will pay penal interest of 1% per annum over the Coupon Rate for the period of delay to the NCD Holders (i.e. from date of allotment to the date of listing) or such other rate as may be prescribed under the Applicable Law.

(D) List of Covenants other than the financial covenants with regard to Debenture Trust Deed dated January 03, 2025 (7.75% Uno Minda 2026 Series I)

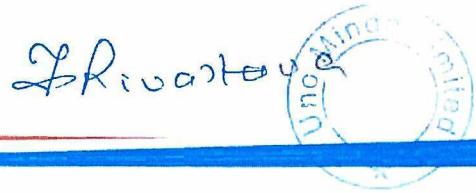
5.1 Affirmative Covenants

The Company hereby covenants with the Trustee that the Company shall:

- Conduct its business with due diligence and efficiency and in accordance with sound engineering, technical, managerial and financial standards and business practices with qualified and experienced management personnel.
- Utilize the monies received towards subscription of the NCDs for the purpose for which the same have been issued as specified in the Information Documents.
- Furnish a certificate from the statutory auditor of the Company in respect of the utilization of funds raised by the Issue of NCDs to the Trustee in terms of Regulation 15(1A) (c) of SEBI (Debenture Trustees) Regulations, 1993, as amended.
- Keep proper books of account and make true and proper entries therein of all dealings and transactions of and in relation to the business of the Company and keep the said books of account and all other books, registers and other documents relating to the affairs of the Company at its Registered Office or, where permitted by law, at other place or places where the books of account and documents of a similar nature may be kept and the Company will ensure that all entries in the same relating to the business of the Company shall at all reasonable times be kept opened for inspection of the Trustee and such person or persons, as the Trustee shall, from time to time, in writing for that purpose appoint:

S.R. Batliboi & Co. LLP, New Delhi

for Identification



Rivanta

Uno Minda
2025

- v) Give to the Trustee or to such person or persons as aforesaid such information as they or any of them shall require as to all matters relating to the business affairs of the Company to the extent the same is within the scope of the terms and conditions of the NCDs for effective discharge of its duties and obligations, including copies of reports, balance sheets, profit and loss account etc.
- vi) Punctually pay all rents, royalties, taxes, rates, levies, cesses, assessments, impositions and outgoings, governmental, municipal or otherwise imposed upon or payable by the Company as and when the same shall become payable and when required by the Trustee produce the receipts of such payment and also punctually pay and discharge all debts and obligations and liabilities and comply with all covenants and obligations which ought to be observed and performed by the Company.
- vii) Forthwith give notice in writing to the Trustee of commencement of any proceedings affecting the rights of the NCD Holders.
- viii) Pay the Coupon and principal amount of the NCDs to the NCD Holders as and when it becomes due, as per the terms of the Issue.
- ix) Diligently preserve its corporate existence and status and all consents now held or any rights licenses, privileges or concessions hereafter acquired by it in the conduct of its business and that it will comply with each and every term of the said consents, rights, licenses, privileges and concessions and comply with all acts, rules, regulations, orders and directions of any legislative, executive, administrative or judicial body applicable to the Company.
- x) Provided that the Company may contest in good faith the validity of any such acts, rules, regulations, orders and directions and pending the determination of such contest may postpone compliance therewith if the rights enforceable under the NCDs are not thereby materially endangered or impaired.
- xi) Ensure that its Articles of Association are amended to contain a provision mandating its Board to appoint the person nominated by the Debenture Trustee in terms of Regulation 15(1)(e) of the Securities and Exchange Board of India (Debenture Trustees) Regulations, 1993 as a director on its Board of Directors, in compliance with regulation 23(6) of SEBI NCS Regulations, within a period of six months from the date of listing of the NCDs;
- xii) Appoint the person nominated by the Debenture Trustee in terms of Regulation 15(1)(e) of the Securities and Exchange Board of India (Debenture Trustees) Regulations, 1993, as a director on its Board of Directors at the earliest and not later than one month from the date of receipt of nomination from the Debenture Trustee;
- xiii) Inform the Trustee about any material change in nature and conduct of business by the Company before such change.
- xiv) Inform the Trustee of any significant change in the composition of its Board of Directors.
- xv) Pay all such stamp duties on the NCDs and this Deed, if any, (including any additional stamp duty), other duties, taxes, charges and penalties, if the Company is required to pay according to the laws for the time being in force.
- xvi) Promptly inform the Trustee if it has notice of any application for, winding up having been made or any statutory notice of winding up under the Companies Act.
- xvii) Promptly inform the Debenture Trustee of any amalgamation, merger or reconstruction scheme proposed by the Company.
- xviii) Submit to the Trustee its duly audited annual accounts, as required under the Applicable Law;
- xix) The Company shall forward to the Trustee a half yearly report containing the following particulars:
 - (a) Updated list of the name and address of the NCD Holders;
 - (b) Details of interest due but unpaid and reasons thereof;
 - (c) The number and nature of grievances received from the NCD Holders and (a) resolved by the Company (b) unresolved by the Company and reason for the same.
- xx) The Company hereby further agrees, declares and covenants with the Debenture Trustee that while submitting periodical financial results (i.e. Quarterly Standalone and Annual Standalone & Consolidated) in accordance with Regulation 52 of the SEBI Listing Regulations, the Company shall file with the BSE and NSE for dissemination, and accordingly shall provide the Debenture Trustee (for their periodical monitoring) inter alia, the following information, if and as applicable:
 - (a) debt equity ratio;
 - (b) debt service coverage ratio; S.R. Batliboi & Co. LLP, New Delhi
 - (c) interest service coverage ratio; for Identification

Dr. Rivastag


- (d) outstanding redeemable preference shares (quantity and value);
- (e) capital redemption reserve/debenture redemption reserve, as applicable;
- (f) net worth;
- (g) net profit after tax;
- (h) earnings per share;
- (i) current ratio;
- (j) long term debt to working capital;
- (k) bad debts to account receivable ratio;
- (l) current liability ratio;
- (m) total debts to total assets;
- (n) debtors' turnover;
- (o) inventory turnover;
- (p) operating margin (%);
- (q) net profit margin (%); and
- (r) sector specific equivalent ratios, as applicable.

xxi) Promptly inform the Trustee of the happening of any labor strikes, lockouts, shut-downs, fires or any event likely to have a substantial effect on the Company's profits or business and of any material, changes in the rate of production or sales of the Company with an explanation of the reasons thereof.

xxii) In accordance with Regulation 56 of the SEBI Listing Regulations, The Issuer shall submit a half-yearly certificate regarding compliance with all the covenants, in respect of NCDs, by the statutory auditor of the issuer, along with the financial results.

xxiii) Promptly inform the Trustee of any loss or damage, which the Company may suffer due to any force majeure circumstances or act of God, such as earthquake, flood, tempest or typhoon, etc., against which the Company, may not have insured its properties.

xxiv) Comply with all obligations prescribed under the SEBI LODR, SEBI Master Circular for Debenture Trustee, SEBI NCS Regulations and such other rules regulations and guidelines issued by SEBI from time to time and as applicable to the Company, until the Final Settlement Date including all the applicable regulations/ guidelines/ circulars/ statutes etc. as may be amended from time to time applicable to the NCDs.

xxv) Comply with all directions/ guidelines issued by a governmental authority, with regard to the Issue.

xxvi) Compliance with the Money Laundering Laws:
The operations of the Company and its subsidiaries shall be conducted at all times in compliance with applicable Anti-Money Laundering Laws. The operations of the Company and its subsidiaries are and have been conducted at all times in compliance with applicable financial record keeping and reporting requirements, as applicable money laundering statutes of all jurisdictions where the Company or any of its subsidiaries conducts business, the rules and regulations thereunder and any related or similar rules, regulations or guidelines issued, administered or enforced by any governmental or regulatory agency (collectively, the "Anti-Money Laundering Laws") and no action, suit or proceeding by or before any court or governmental or regulatory agency, authority or body or any arbitrator involving the Company or any of its subsidiaries with respect to the Anti-Money Laundering Laws is pending or, to the knowledge of the Company threatened.

xxvii) Submit documents and information, as required by the Debenture Trustee to carry out the necessary due diligence and periodical monitoring as per SEBI Master Circular for Debenture Trustee bearing reference number SEBI/HO/DDHS-PoD3/P/CIR/2024/46 dated May 16, 2024.

xxviii) The Company covenants that the Promoter/ Promoter Group shall maintain a minimum shareholding of 51% (based on both unencumbered pure equity and fully diluted basis) and Management Control of the Issuer at all times till the NCDs are redeemed in full till the Redemption Date.

S.R. Batliboi & Co. LLP, New Delhi

for Identification



Where: "Management Control" shall in relation to any person, mean: (i) holding by any other person, directly or indirectly, of more than 51% of the voting share capital of the said person; and (ii) ability of that other Person to direct or cause direction of the management and policies of the said person, whether by operation or law or by contract or otherwise.

- xxix) The Company confirms that as on the Execution Date:
 - No Event of Default has occurred and is continuing and no such event or circumstance will result as a consequence of the Issuer performing any obligation contemplated under the Transaction Documents.
 - There is no breach of representations and warranties contained in the Transaction Documents.
 - There is no Material Adverse Effect occurred and continuing and there are no circumstances existing which could give rise, with the passage of time or otherwise, to a Material Adverse Effect on the Issuer.
- xxx) The Company shall provide relevant documents/ information, to the Debenture Trustee(s) within the timelines as mentioned in the SEBI Master Circular for Debenture Trustee to the extent applicable on the Debentures and as per the applicable laws as amended from time to time.
- xxxi) The Company proposes to use the account maintained by the Company with the below mentioned details for payment of interest amount and the redemption amount and shall pre-authorise Debenture Trustee to seek debt redemption payment related information from the said bank. The Company shall submit a letter duly acknowledged by the said bank agreeing to provide debt redemption payment related information to the Debenture Trustee.
However, in case of any change in the same, the Company shall intimate the Trustee within one Business Day of such change.

Beneficiary Name	Uno Minda Limited
Account No.	50200086849410
Bank	HDFC Bank Limited
Branch	Sector 2, Manesar
IFSC Code	HDFC0000589

- xxxii) Disclose manner of creation and operation of the Recovery Expense Fund.
- xxxiii) maintain a register of NCD Holders including addresses of the NCD Holders, record of subsequent transfers and changes of ownership through Registrar and Transfer Agent.
- xxxiv) The Company hereby agrees and undertakes to comply with SEBI Listing Regulations, as amended from time to time.
- xxxv) The Company shall ensure that it remains Profit after Tax (PAT) positive till the time NCDs are not paid in full till Redemption Date.

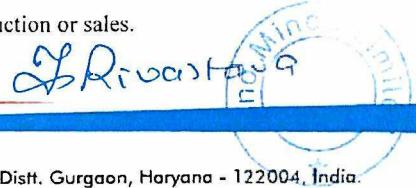
5.2 Negative Covenants

The Company shall not without the written consent of the Majority NCD Holders/Trustee:

- (a) Declare or pay any dividend to its shareholders during any financial year, in case it makes default in payment of installment of principal and Coupon then due and payable on the NCDs or has not made provision for making such payment.
- (b) Permit or cause to be done any act whereby its right to transact business could be terminated or whereby payment of any principal or Coupon on the NCDs may be hindered or delayed.
- (c) Enter into any amalgamation, demerger, merger or reconstruction.
- (d) Enter into any financial obligation of a long-term nature which materially and adversely affect the Company's financials.
- (e) amend or modify any of its constitutional documents i.e. Memorandum of Association and Articles of Association which amendments are likely to adversely affect Debenture Holder's interest.
- (f) make any substantial change to the general nature of its business till the time NCDs are redeemed in full till Redemption Date.
- (g) Voluntarily suffer any act, which has a substantial effect on its business profits, production or sales.

S.R. Betliboi & Co. LLP, New Delhi

for Identification



5.3 Financial Covenants (refer Part I: Statement on compliance status of financial covenants in relation to Debentures of the Company as at September 30, 2025)

5.4 Information Covenants

The Issuer shall provide the Debenture Trustee with certified copies of the following:

- (a) Unaudited quarterly financial statements within 60 calendar days from the end of each Fiscal Quarter and annual audited consolidated, and standalone financial statements within 120 calendar days following the closure of the preceding Financial Year;
- (b) Details of any material litigation, arbitration, or administrative proceedings; and
- (c) Notification of any potential event of default or actual event of default.

The Issuer shall keep the Trustee advised of:

- (a) any circumstances adversely affecting the financial position of the Company, including any action taken by any creditor against the Company legally or otherwise;
- (b) Happening of any event likely to have Material Adverse Change in the Issuer, subsidiaries, or joint venture; and
- (c) Change in the composition of the Company's Board of Directors.

5.5 Debenture Redemption Reserve ("DRR")

The Company being a listed company is not required to maintain a debenture redemption reserve ("DRR") in accordance with Section 71 of the Companies Act, Rule 18 of the Share Capital and Debenture Rules, pursuant to the Companies (Share Capital and Debenture) Amendment Rules, 2019 dated August 16, 2019. In the event that such exemption is not extended in future, the Company shall comply with applicable law in relation to the DRR. The Company further undertakes to create/has created a deposit in the manner as maybe specified by SEBI from time to time for an amount equal to 0.01% of the Issue Size up to a maximum amount of Rs. 25.00,000 (Rupees Twenty Five Lakhs) per Issue ("Recovery Expense Fund") before the listing of the NCDs on BSE and NSE, in accordance with the SEBI Master Circular for Debenture Trustee. The Company further undertakes to inform the Debenture Trustee regarding the creation of and the deposit in such fund. The Recovery Expense Fund may be utilised by the Debenture Trustee in the Event of Default by the Company under the terms of this Debenture Trust Deed for taking appropriate legal action. The Trustee shall keep proper account of all expenses incurred out of the funds received from the Recovery Expense Fund. In case of an Event of Default, the Trustee will follow the guidelines prescribed by SEBI in the SEBI Master Circular. The balance amount from the Recovery Expense Fund shall be refundable to the Company on repayment to the NCD Holders on their NCDs, for which a no-objection certificate shall be issued by the Trustee to the designated stock exchange.

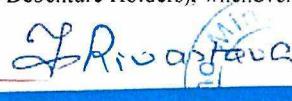
5.6 Redressal of NCD Holders' Grievances

The Company shall redress the grievances of the NCD Holders, within 21 days from the date of their receipt. The Company shall furnish to the Trustee details of grievances which are not resolved in reasonable time and the steps taken by the Company to redress the same. At the request of any NCD Holder, the Trustee shall, by notice to the Company call upon the Company to take appropriate steps to redress such grievance(s).

5.7 Disclosure

The Company hereby gives specific consent to the Debenture Holders and/or the Debenture Trustee (acting on behalf of and for the benefit of the Debenture Holders) for disclosing / submitting the following information with any information utility ('IU') established under the provisions of the IBC, in accordance with the relevant regulations framed under the IBC, and directions issued by the Reserve Bank of India from time to time and hereby specifically agrees and undertakes to promptly authenticate the following information submitted by the Debenture Holders and/or the Debenture Trustee (acting on behalf of and for the benefit of the Debenture Holders), whenever requested by the concerned IU or the Debenture Trustee and/or the Debenture Holders:

S.R. Batliboi & Co. LLP, New Delhi



for Identification

Uno Minda Limited (Corporate Office) : Village Nawada Fatehpur, P.O. Sikanderpur Badda, Manesar, Distt. Gurgaon, Haryana - 122004, India.
T: +91 124 2290427/28, 2290693/94/96 F: +91 124 2290676/95 Email: info@unominda.com, www.unominda.com

Regd. Office: B-64/1, Wazirpur Industrial Area, Delhi - 110052 CIN No L74899DL1992PLC050333

- a) financial information as defined in section 3(13) of the IBC read with the relevant regulations / rules framed under the IBC, as amended and in force from time to time, including details regarding debts / financial / credit facilities availed by the Company from the Debenture Holders, from time to time;
- b) any information regarding default committed by the Company in repayment of the amounts due and outstanding from the Company in accordance with the terms and conditions of the agreements executed by the Company in connection with the availing of debts/ financial / credit facilities by the Company from the Debenture Holders from time to time; and
- c) any other information as may be required to be provided or authenticated under the IBC.

5.8 Additional Covenants

(a) Execution of this Deed:

If not already executed, the Issuer shall execute the Trust Deed before making the application for listing of debt securities. In case of a delay in execution of Trust Deed, the Issuer will be liable to refund the subscription amount to the satisfaction of the Debenture Holder.

(b) Delay in Listing:

In case of delay in listing of the NCDs, wherever applicable, beyond applicable trading days from the date of closure of issue or such number of days as may be allowed (for getting the NCDs listed) under the Applicable Law, the Issuer will pay penal interest of 1% per annum over the Coupon Rate for the period of delay to the NCD Holders (i.e. from date of allotment to the date of listing) or such other rate as may be prescribed under the Applicable Law.

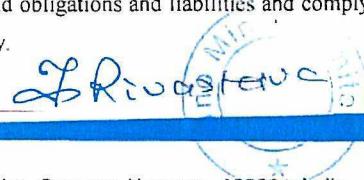
(E): List of Covenants other than the financial covenants with regard to Debenture Trust Deed dated January 03, 2025 (7.75% Uno Minda 2027 Series II)

5.1 Affirmative Covenants:

The Company hereby covenants with the Trustee that the Company shall:

- i) Conduct its business with due diligence and efficiency and in accordance with sound engineering, technical, managerial and financial standards and business practices with qualified and experienced management personnel.
- ii) Utilize the monies received towards subscription of the NCDs for the purpose for which the same have been issued as specified in the Information Documents.
- iii) Furnish a certificate from the statutory auditor of the Company in respect of the utilization of funds raised by the Issue of NCDs to the Trustee in terms of Regulation 15(1A) (c) of SEBI (Debenture Trustees) Regulations, 1993, as amended.
- iv) Keep proper books of account and make true and proper entries therein of all dealings and transactions of and in relation to the business of the Company and keep the said books of account and all other books, registers and other documents relating to the affairs of the Company at its Registered Office or, where permitted by law, at other place or places where the books of account and documents of a similar nature may be kept and the Company will ensure that all entries in the same relating to the business of the Company shall at all reasonable times be kept opened for inspection of the Trustee and such person or persons, as the Trustee shall, from time to time, in writing for that purpose appoint;
- v) Give to the Trustee or to such person or persons as aforesaid such information as they or any of them shall require as to all matters relating to the business affairs of the Company to the extent the same is within the scope of the terms and conditions of the NCDs for effective discharge of its duties and obligations, including copies of reports, balance sheets, profit and loss account etc.
- vi) Punctually pay all rents, royalties, taxes, rates, levies, cesses, assessments, impositions and outgoings, governmental, municipal or otherwise imposed upon or payable by the Company as and when the same shall become payable and when required by the Trustee produce the receipts of such payment and also punctually pay and discharge all debts and obligations and liabilities and comply with all covenants and obligations which ought to be observed and performed by the Company.

S.R. Batliboi & Co. LLP, New Delhi



S.R. Batliboi & Co. LLP
M/s. Uno Minda Limited
New Delhi

for Identification

Uno Minda Limited (Corporate Office) : Village Nawada Fatehpur, P.O. Sikanderpur Badda, Manesar, Distt. Gurgaon, Haryana - 122004, India.

T: +91 124 2290427/28, 2290693/94/96 F: +91 124 2290676/95 Email: info@unominda.com, www.unominda.com

Regd. Office: B-64/1, Wazirpur Industrial Area, Delhi - 110052 CIN No. L74899DL1992PLC050333

- vii) Forthwith give notice in writing to the Trustee of commencement of any proceedings affecting the rights of the NCD Holders.
- viii) Pay the Coupon and principal amount of the NCDs to the NCD Holders as and when it becomes due, as per the terms of the Issue.
- ix) Diligently preserve its corporate existence and status and all consents now held or any rights licenses, privileges or concessions hereafter acquired by it in the conduct of its business and that it will comply with each and every term of the said consents, rights, licenses, privileges and concessions and comply with all acts, rules, regulations, orders and directions of any legislative, executive, administrative or judicial body applicable to the Company.
- x) Provided that the Company may contest in good faith the validity of any such acts, rules, regulations, orders and directions and pending the determination of such contest may postpone compliance therewith if the rights enforceable under the NCDs are not thereby materially endangered or impaired.
- xi) Ensure that its Articles of Association are amended to contain a provision mandating its Board to appoint the person nominated by the Debenture Trustee in terms of Regulation 15(1)(e) of the Securities and Exchange Board of India (Debenture Trustees) Regulations, 1993 as a director on its Board of Directors, in compliance with regulation 23(6) of SEBI NCS Regulations, within a period of six months from the date of listing of the NCDs;
- xii) Appoint the person nominated by the Debenture Trustee in terms of Regulation 15(1)(e) of the Securities and Exchange Board of India (Debenture Trustees) Regulations, 1993, as a director on its Board of Directors at the earliest and not later than one month from the date of receipt of nomination from the Debenture Trustee;
- xiii) Inform the Trustee about any material change in nature and conduct of business by the Company before such change.
- xiv) Inform the Trustee of any significant change in the composition of its Board of Directors.
- xv) Pay all such stamp duties on the NCDs and this Deed, if any. (including any additional stamp duty), other duties, taxes, charges and penalties, if the Company is required to pay according to the laws for the time being in force.
- xvi) Promptly inform the Trustee if it has notice of any application for, winding up having been made or any statutory notice of winding up under the Companies Act.
- xvii) Promptly inform the Debenture Trustee of any amalgamation, merger or reconstruction scheme proposed by the Company.
- xviii) Submit to the Trustee its duly audited annual accounts, as required under the Applicable Law;
- xix) The Company shall forward to the Trustee a half yearly report containing the following particulars:
 - (a) Updated list of the name and address of the NCD Holders;
 - (b) Details of interest due but unpaid and reasons thereof;
 - (c) The number and nature of grievances received from the NCD Holders and (a) resolved by the Company (b) unresolved by the Company and reason for the same.
- xx) The Company hereby further agrees, declares and covenants with the Debenture Trustee that while submitting periodical financial results (i.e. Quarterly Standalone and Annual Standalone & Consolidated) in accordance with Regulation 52 of the SEBI Listing Regulations, the Company shall file with the BSE and NSE for dissemination, and accordingly shall provide the Debenture Trustee (for their periodical monitoring) inter alia, the following information, if and as applicable:
 - (a) debt equity ratio;
 - (b) debt service coverage ratio;
 - (c) interest service coverage ratio;
 - (d) outstanding redeemable preference shares (quantity and value);
 - (e) capital redemption reserve/debenture redemption reserve, as applicable;
 - (f) net worth;
 - (g) net profit after tax;
 - (h) earnings per share;
 - (i) current ratio;
 - (j) long term debt to working capital;

S.R. Batliboi & Co. LLP, New Delhi

for Identification



Uno Minda
G. Rivaastava

- (k) bad debts to account receivable ratio;
- (l) current liability ratio;
- (m) total debts to total assets;
- (n) debtors' turnover;
- (o) inventory turnover;
- (p) operating margin (%):
- (q) net profit margin (%); and
- (r) sector specific equivalent ratios, as applicable.

xxi) Promptly inform the Trustee of the happening of any labor strikes, lockouts, shut-downs, fires or any event likely to have a substantial effect on the Company's profits or business and of any material, changes in the rate of production or sales of the Company with an explanation of the reasons thereof.

xxii) In accordance with Regulation 56 of the SEBI Listing Regulations, The Issuer shall submit a half-yearly certificate regarding compliance with all the covenants, in respect of NCDs, by the statutory auditor of the issuer, along with the financial results.

xxiii) Promptly inform the Trustee of any loss or damage, which the Company may suffer due to any force majeure circumstances or act of God, such as earthquake, flood, tempest or typhoon, etc., against which the Company, may not have insured its properties.

xxiv) Comply with all obligations prescribed under the SEBI LODR, SEBI Master Circular for Debenture Trustee, SEBI NCS Regulations and such other rules regulations and guidelines issued by SEBI from time to time and as applicable to the Company, until the Final Settlement Date including all the applicable regulations/ guidelines/ circulars/ statues etc. as may be amended from time to time applicable to the NCDs.

xxv) Comply with all directions/ guidelines issued by a governmental authority, with regard to the Issue.

xxvi) Compliance with the Money Laundering Laws:

The operations of the Company and its subsidiaries shall be conducted at all times in compliance with applicable Anti-Money Laundering Laws. The operations of the Company and its subsidiaries are and have been conducted at all times in compliance with applicable financial record keeping and reporting requirements, as applicable money laundering statutes of all jurisdictions where the Company or any of its subsidiaries conducts business, the rules and regulations thereunder and any related or similar rules, regulations or guidelines issued, administered or enforced by any governmental or regulatory agency (collectively, the "**Anti-Money Laundering Laws**") and no action, suit or proceeding by or before any court or governmental or regulatory agency, authority or body or any arbitrator involving the Company or any of its subsidiaries with respect to the Anti-Money Laundering Laws is pending or, to the knowledge of the Company threatened.

xxvii) Submit documents and information, as required by the Debenture Trustee to carry out the necessary due diligence and periodical monitoring as per SEBI Master Circular for Debenture Trustees bearing reference number SEBI/HO/DDHS-PoD3/P/CIR/2024/46 dated May 16, 2024.

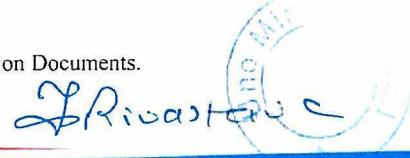
xxviii) The Company covenants that the Promoter/ Promoter Group shall maintain a minimum shareholding of 51% (based on both unencumbered pure equity and fully diluted basis) and Management Control of the Issuer at all times till the NCDs are redeemed in full till the Redemption Date.

Where: "**Management Control**" shall in relation to any person, mean: (i) holding by any other person, directly or indirectly, of more than 51% of the voting share capital of the said person; and (ii) ability of that other Person to direct or cause direction of the management and policies of the said person, whether by operation or law or by contract or otherwise.

xxix) The Company confirms that as on the Execution Date:

- No Event of Default has occurred and is continuing and no such event or circumstance will result as a consequence of the Issuer performing any obligation contemplated under the Transaction Documents.
- There is no breach of representations and warranties contained in the Transaction Documents.

S.R. Batliboi & Co. LLP, New Delhi



for Identification

- There is no Material Adverse Effect occurred and continuing and there are no circumstances existing which could give rise, with the passage of time or otherwise, to a Material Adverse Effect on the Issuer.
- xxx) The Company shall provide relevant documents/ information, to the Debenture Trustee(s) within the timelines as mentioned in the SEBI Master circular for Debenture Trustee to the extent applicable on the Debentures and as per the applicable laws as amended from time to time.
- xxxi) The Company proposes to use the account maintained by the Company with the below mentioned details for payment of interest amount and the redemption amount and shall pre-authorise Debenture Trustee to seek debt redemption payment related information from the said bank. The Company shall submit a letter duly acknowledged by the said bank agreeing to provide debt redemption payment related information to the Debenture Trustee.

However, in case of any change in the same, the Company shall intimate the Trustee within one Business Day of such change.

Beneficiary Name	Uno Minda Limited
Account No.	50200086849410
Bank	HDFC Bank Limited
Branch	Sector 2, Manesar
IFSC Code	HDFC0000589

- xxxii) Disclose manner of creation and operation of the Recovery Expense Fund.
- xxxiii) maintain a register of NCD Holders including addresses of the NCD Holders, record of subsequent transfers and changes of ownership through Registrar and Transfer Agent.
- xxxiv) The Company hereby agrees and undertakes to comply with SEBI Listing Regulations, as amended from time to time.
- xxxv) The Company shall ensure that it remains Profit after Tax (PAT) positive till the time NCDs are not paid in full till Redemption Date.

5.2 Negative Covenants

The Company shall not without the written consent of the Majority NCD Holders/Trustee:

- (a) Declare or pay any dividend to its shareholders during any financial year, in case it makes default in payment of installment of principal and Coupon then due and payable on the NCDs or has not made provision for making such payment.
- (b) Permit or cause to be done any act whereby its right to transact business could be terminated or whereby payment of any principal or Coupon on the NCDs may be hindered or delayed.
- (c) Enter into any amalgamation, demerger, merger or reconstruction.
- (d) Enter into any financial obligation of a long-term nature which materially and adversely affect the Company's financials.
- (e) amend or modify any of its constitutional documents i.e. Memorandum of Association and Articles of Association which amendments are likely to adversely affect Debenture Holder's interest.
- (f) make any substantial change to the general nature of its business till the time NCDs are redeemed in full till Redemption Date.
- (g) Voluntarily suffer any act, which has a substantial effect on its business profits, production or sales.

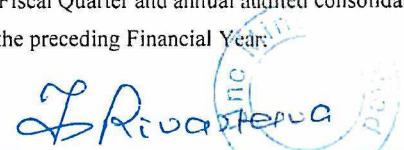
5.3 Financial Covenants (Part I: Statement on compliance status of financial covenants in relation to Debentures of the Company as at September 30, 2025)

5.4 Information Covenants

The Issuer shall provide the Debenture Trustee with certified copies of the following:

- (a) Unaudited quarterly financial statements within 60 calendar days from the end of each Fiscal Quarter and annual audited consolidated, and standalone financial statements within 120 calendar days following the closure of the preceding Financial Year.
- (b) Details of any material litigation, arbitration, or administrative proceedings; and
- (c) Notification of any potential event of default or actual event of default.

S.R. Batliboi & Co. LLP, New Delhi



S.R. Batliboi & Co. LLP

Uno Minda Limited

The Issuer shall keep the Trustee advised of:

- (a) any circumstances adversely affecting the financial position of the Company, including any action taken by any creditor against the Company legally or otherwise;
- (b) Happening of any event likely to have Material Adverse Change in the Issuer, subsidiaries, or joint venture; and
- (c) Change in the composition of the Company's Board of Directors.

5.5 Debenture Redemption Reserve ("DRR")

The Company being a listed company is not required to maintain a debenture redemption reserve ("DRR") in accordance with Section 71 of the Companies Act, Rule 18 of the Share Capital and Debenture Rules, pursuant to the Companies (Share Capital and Debenture) Amendment Rules, 2019 dated August 16, 2019. In the event that such exemption is not extended in future, the Company shall comply with applicable law in relation to the DRR. The Company further undertakes to create/has created a deposit in the manner as maybe specified by SEBI from time to time for an amount equal to 0.01% of the Issue Size up to a maximum amount of Rs. 25,00,000 (Rupees Twenty Five Lakhs) per Issue ("Recovery Expense Fund") before the listing of the NCDs on BSE and NSE, in accordance with the SEBI Master Circular for Debenture Trustee. The Company further undertakes to inform the Debenture Trustee regarding the creation of and the deposit in such fund. The Recovery Expense Fund may be utilised by the Debenture Trustee in the Event of Default by the Company under the terms of this Debenture Trust Deed for taking appropriate legal action. The Trustee shall keep proper account of all expenses incurred out of the funds received from the Recovery Expense Fund. In case of an Event of Default, the Trustee will follow the guidelines prescribed by SEBI in the SEBI Master Circular for Debenture Trustee. The balance amount from the Recovery Expense Fund shall be refundable to the Company on repayment to the NCD Holders on their NCDs, for which a no-objection certificate shall be issued by the Trustee to the designated stock exchange.

5.6 Redressal of NCD Holders' Grievances

The Company shall redress the grievances of the NCD Holders, within 21 days from the date of their receipt. The Company shall furnish to the Trustee details of grievances which are not resolved in reasonable time and the steps taken by the Company to redress the same. At the request of any NCD Holder, the Trustee shall, by notice to the Company call upon the Company to take appropriate steps to redress such grievance(s).

5.7 Disclosure

The Company hereby gives specific consent to the Debenture Holders and/or the Debenture Trustee (acting on behalf of and for the benefit of the Debenture Holders) for disclosing / submitting the following information with any information utility ('IU') established under the provisions of the IBC, in accordance with the relevant regulations framed under the IBC, and directions issued by the Reserve Bank of India from time to time and hereby specifically agrees and undertakes to promptly authenticate the following information submitted by the Debenture Holders and/or the Debenture Trustee (acting on behalf of and for the benefit of the Debenture Holders), whenever requested by the concerned IU or the Debenture Trustee and/or the Debenture Holders:

- a) financial information as defined in section 3(13) of the IBC read with the relevant regulations / rules framed under the IBC, as amended and in force from time to time, including details regarding debts / financial / credit facilities availed by the Company from the Debenture Holders, from time to time;
- b) any information regarding default committed by the Company in repayment of the amounts due and outstanding from the Company in accordance with the terms and conditions of the agreements executed by the Company in connection with the availing of debts/ financial / credit facilities by the Company from the Debenture Holders from time to time; and
- c) any other information as may be required to be provided or authenticated under the IBC.

S.R. Batliboi & Co. LLP, New Delhi

for Identification

Z. Rivareshwar
Uno Minda Limited
15

5.8 Additional Covenants

5.9

(a) Execution of this Deed:

If not already executed, the Issuer shall execute the Trust Deed before making the application for listing of debt securities. In case of a delay in execution of Trust Deed, the Issuer will be liable to refund the subscription amount to the satisfaction of the Debenture Holder.

(b) Delay in Listing:

In case of delay in listing of the NCDs, wherever applicable, beyond applicable trading days from the date of closure of issue or such number of days as may be allowed (for getting the NCDs listed) under the Applicable Law, the Issuer will pay penal interest of 1% per annum over the Coupon Rate for the period of delay to the NCD Holders (i.e. from date of allotment to the date of listing) or such other rate as may be prescribed under the Applicable Law.

S.R. Batliboi & Co. LLP, New Delhi

For and on behalf of Uno Minda Limited



Tarun Srivastava
Company Secretary & Compliance Officer

for Identification

Place: Gurugram

Date: November 07, 2025