MINDSPACE BUSINESS PARKS REIT

Reg. No.: IN/REIT/19-20/0003[1]

Principal Place of Business: Raheja Tower, Block 'G', C-30, Bandra Kurla Complex, Bandra (East), Mumbai - 400 051, Maharashtra, India

Corporate Office: Raheja Tower, Block 'G', C-30, Bandra Kurla Complex, Bandra (East), Mumbai - 400 051, Maharashtra, India

Phone: +91 22 2656 4000;

Email: bondcompliance@mindspacereit.com ; Website: www.mindspacereit.com

KEY INFORMATION DOCUMENT DATED August 19, 2026

MINDSPACE BUSINESS PARKS REIT (the "**Issuer**" or "**MREIT**") proposes to issue up to 50,000 (fifty thousand) listed, rated, unsecured, redeemable, transferable, taxable, non-cumulative non-convertible debentures of face value of INR 1,00,000 (Indian Rupees one lakh only) each for principal amount aggregating up to INR 500,00,00,000 (Indian Rupees Five Hundred Crore only), under this Key Information Document (the "**Debentures**"), on a private placement basis, to be listed on the wholesale debt market ("**WDM**") segment of the BSE Limited ("**Stock Exchange**" or "**BSE**") (the "**Issue**"). The Issuer has obtained an 'in-principle' approval from the Stock Exchange for listing of the Debentures vide letter dated July 22, 2026, which is set out as Annexure II. This disclosure document dated August 19, 2026 (the "**Key Information Document**") is issued pursuant to the general information document dated July 09, 2026 ("**General Information Document**"), and is being issued in accordance with the Securities and Exchange Board of India (Issue and Listing of Non-Convertible Securities) Regulations, 2021 and the SEBI Master Circular for the Issue and Listing of Non-Convertible Securities, Securitized Debt Instruments, Security Receipts, Municipal Debt Securities and Commercial Paper dated October 15, 2025, and operational guidelines for participation on BSE BOND ("**EBP PLATFORM OF BSE**") issued by BSE Limited ("**BSE**") vide their notice 20250814-19 dated August 14, 2025 and any amendments ("**BSE EBP GUIDELINES**") each as amended, in relation to the Debentures, on a private placement basis by MREIT.

Issuer details:

PAN	AAGTM5757Q	**Date and place of registration[2]**	December 10, 2019 (Registered in the Republic of India as a contributory, determinate and irrevocable trust on November 18, 2019, under the Indian Trusts Act, 1882 and as a real estate investment trust on December 10, 2019, under the Securities and Exchange Board of India (Real Estate Investment Trusts) Regulations, 2014) in Mumbai.
Promoter (Sponsors) of the Issuer	**Name**: Anbee Constructions LLP **LLP identification number**: AAF-9712 **Address**: Raheja Tower, Plot No. C-30, Block 'G', Bandra Kurla Complex, Bandra (East), Mumbai - 400051 **Phone**: +91 2656 4000 **E-mail**: krsec@kraheja.com **Name**: Cape Trading LLP **LLP identification number**: AAF-9676 **Address**: Raheja Tower, Plot No. C-30, Block 'G', Bandra Kurla Complex, Bandra (East), Mumbai - 400051 **Phone**: +91 2656 4000 **E-mail**: krsec@kraheja.com	**Company Secretary and Compliance Officer of the Investment Manager of the Issuer**	**Name**: Mr. Mridul Gupta **Address**: Raheja Tower, Block 'G', C-30, Bandra Kurla Complex, Mumbai – 400051, Maharashtra, India **Phone**: +91 2656 4000 **E mail id**: bondcompliance@mindspacereit.com
CFO of the Investment Manager of the Issuer	**Name**: Ms. Preeti Chheda **Address**: Raheja Tower, Level 8, Block 'G', C-30, Bandra Kurla Complex, Mumbai - 400051, Maharashtra, India **Phone**: +91 2656 4000 **Email**: bondcompliance@mindspacereit.com	**Details about Underwriter to the issue including the amount undertaken to be underwritten by the underwriters**	N.A.

[1] *Since the Issuer is a real estate investment trust, it does not have a corporate identification number and we have accordingly included the SEBI registration number granted to the Issuer*

[2] *Since the Issuer is a real estate investment trust, it does not have a place of incorporation. We have accordingly included the place where the trust deed was executed for the Issuer.*

<table>
<tr>
<td>Registrar of the Issue</td>
<td>MUFG Intime India Private Limited (formerly known as Link Intime India Private Limited)
SEBI Registration No.: INR000004058
Contact Person: Mr. Ganesh Jadhav
Address: 247 Park, C 101 1st Floor, LBS Marg, Vikhroli (W), Mumbai – 400 083
Phone: +91 22 49186000
Fax: 022-49186060
E-mail: debtca@linkintime.co.in
Website: www.linkintime.co.in</td>
<td>Debenture Trustee of the Issue</td>
<td>Catalyst Trusteeship Limited
SEBI Registration No.: IND000000034 Registered Address: GDA House', Plot No. 85, Bhusari Colony (Right), Paud Road, Pune – 411038, Maharashtra
Contact Person: Mr. Umesh Salvi
Phone: +91 (022) 49220555
Website: https://catalysttrustee.com
E-mail: ComplianceCTL-Mumbai@ctltrustee.com</td>
</tr>
<tr>
<td>Credit Rating Agency of the Issue</td>
<td>ICRA Limited
Address: B-710, Statesman House 148, Barakhamba Road, New Delhi-110001
Phone: 8008004343
Website: https://www.icra.in
E-mail: anupama.reddy@icraindia.com
Contact Person: Anupama Reddy</td>
<td>Auditors of the Issuer *

*There is no logo</td>
<td>Deloitte Haskins & Sells LLP
Address: One International Centre, Tower 3, 31st Floor, Senapati Bapat Marg, Elphinstone Road (West), Mumbai - 400 013, Maharashtra, India
Peer review no. 017468
Contact Person: Kedar Raje
Phone: +91 22 6185 4000
E-mail: keraje@deloitte.com</td>
</tr>
<tr>
<td>The issue schedule -
(i) date of opening of the issue;
(ii) date of closing of the issue;
(iii) date of earliest closing of the issue, if any</td>
<td>The issue schedule –
(i) date of opening of the issue
August 21, 2026
(ii) date of closing of the issue
August 21, 2026
(iii) date of earliest closing of the issue, if any
Not Applicable</td>
<td>Coupon/dividend rate, coupon/dividend payment frequency, redemption date, redemption amount, mode of allotment</td>
<td><table>
<tr><td>Principal amount</td><td>INR 500,00,00,000 (Indian Rupees Five Hundred crore only)</td></tr>
<tr><td>Tenor</td><td>2 years 1 month and 2 days from the Deemed Date of Allotment</td></tr>
<tr><td>Maturity date</td><td>September 26, 2028</td></tr>
<tr><td>Coupon</td><td>7.6335% per annum payable quarterly</td></tr>
<tr><td>Deemed Date of Allotment</td><td>August 24, 2026</td></tr>
<tr><td>Face value (Nominal Value per Debenture)</td><td>INR 1,00,000 (Indian Rupees one lakh only)</td></tr>
<tr><td>Redemption Price at Maturity per Debenture</td><td>The principal amount of all the Debentures, the Coupon, the Default Interest and all other amounts, including the outstanding Nominal Value of the Debenture proposed to</td></tr>
</table></td>
</tr>
</table>

			be redeemed, payable in accordance with the provisions of the Debenture Trust Deed and this Key Information Document.
The nature, number, price and amount of securities offered and issue size (base issue or green shoe), as may be applicable;	Listed, rated, unsecured, redeemable, transferable, taxable, non-cumulative, non-convertible debentures of face value of INR 1,00,000 (Indian Rupees one lakh only) per debenture (the "**Debentures**"), by Mindspace Business Parks REIT (the "**Issuer**" or "**REIT**") each by way of private placement for cash aggregating upto INR 500,00,00,000 (Indian Rupees Five Hundred crore only) (the "**Issue**").	**Inclusion of a compliance clause in relation to electronic book mechanism and details pertaining to the uploading the General Information Document and Key Information Document on the Electronic Book Provider Platform, if applicable**	This issuance would be under the electronic book mechanism for issuance of debt securities on private placement basis as per the Operational Framework. The Issuer intends to use Stock Exchange's electronic bidding platform ("**EBP**") for this Issue. The Issuer has complied with all the provisions related to electronic book mechanism and the same shall be uploaded on EBP in compliance with the Operational Framework.
Latest registration / identification number issued by any regulatory authority which regulates such issuer (viz. Reserve Bank of India, IRDAI etc.), if applicable	SEBI Registration No. IN/REIT/19-20/0003 (Registered as a real estate investment trust on December 10, 2019 under the Securities and Exchange Board of India (Real Estate Investment Trusts) Regulations, 2014, as amended from time to time)	**The details about eligible investors**	Eligible Investors shall include all persons eligible to invest in these Debentures as permitted under Applicable Laws including but not limited to the following: a. resident individuals, b. Hindu undivided family, c. trust, d. limited liability partnerships, partnership firm(s), e. portfolio managers, f. association of persons, g. companies and bodies corporate including public sector undertakings, h. commercial banks, regional rural banks, financial institutions and non-banking financial companies, i. insurance companies, j. mutual funds/ alternative investment fund (AIF), k. multilateral financial institutions, l. foreign portfolio investors, and m. any other investor eligible to invest in these Debentures, in each case, as may be permitted under Applicable Law.
BACKGROUND	This Key Information Document is related to issue of the Debentures to be issued on a private placement basis by the Issuer, in accordance with the terms and pursuant to the General Information Document. All terms, conditions, risk factors, information, and disclosures stipulated and contained in the General Information Document are deemed to be incorporated in this Key Information Document by reference, and references to "General Information Document" shall be construed to mean references to this Key Information Document, unless the context requires otherwise. The issue of the Debentures comprised in		

	the Issue and described under this Key Information Document has been authorised by the board of directors of the Investment Manager. The issuance of Debentures in terms of this Key Information Document does not qualify as issue of non-equity regulatory capital as mentioned in Chapter V of the SEBI Debt Regulations and Chapter XIII of the Operational Framework. The face value of each debenture to be issued on private placement basis shall be INR 1,00,000 (Indian Rupees one lakh only). Pursuant to the resolutions passed by the board of directors of the Investment Manager dated July 17, 2023 and April 15, 2025, and the executive committee constituted by the board of directors of Investment Manager dated July 09, 2026 the Issuer has been authorised to raise funds through issuance of non-convertible debt securities and / or commercial papers and/or in any other form as may be permitted under applicable laws, up to an amount (net of repayments) such that the net debt adjusted for minority interest does not exceed INR 171,000,000,000 (Indian Rupees one lakh seventy one thousand million) for the Issuer and its Holdco / Group SPVs in aggregate, in one or more tranches, series, issuances, or phases, including the outstanding indebtedness from time to time. Further, the resolutions passed by the board of directors of the Investment Manager dated July 17, 2023, and April 15, 2025, are annexed to this Key Information Document as Annexure VIII and the resolution dated July 09, 2026, passed by the Executive Committee of the Board of Directors of Investment Manager are annexed to this Key Information Document as Annexure IX. As a real estate investment trust, certain regulatory requirements applicable to companies are not applicable to us. For instance, we are not required to file a copy of the issue document with the registrar of companies as required under sub-section (4) of Section 26 of the Companies Act, 2013.
GENERAL RISKS	Investment in non-convertible securities is risky and investors should not invest any funds in such securities unless they can afford to take the risk attached to such investments. Investors are advised to take an informed decision and to read the risk factors carefully before investing in this offering. For taking an investment decision, investors must rely on their own examination of the Issue including the risks involved in it. The securities have not been recommended or approved by any regulatory authority in India, including SEBI nor does SEBI guarantee the accuracy or adequacy of this Key Information Document. Specific attention of investors is invited to statement of risk factors contained under Section titled 'Risk Factors' on page number 26 of the General Information Document. These risks are not, and are not intended to be, a complete list of all risks and considerations relevant to the non-convertible securities or investor's decision to purchase such securities. This Key Information Document does not include a statement purporting to be made by an expert.
CREDIT RATING	ICRA Limited has assigned a rating of '[ICRA]AAA (Stable)' (pronounced as "ICRA Triple A" with Stable outlook) by way of credit rating communication letter dated August 11, 2026. The rating is valid as on the date of this Key Information Document and shall be valid on the date of issue and allotment of the Debentures and listing of the Debentures on BSE. The rating is not a recommendation to buy, sell or hold securities and investors should take their own decision. The rating may be subject to revision or withdrawal at any time by the assigned rating agency and each rating should be evaluated independently of any other rating. The rating obtained are subject to revision at any point of time in the future. The rating agency has the right to suspend or withdraw the rating at any time on the basis of new information, etc. Details of all the rating obtained for the Issue: The credit rating letter and rating rationale (published on the website of the Credit Rating Agency) provided by the Credit Rating Agency has been provided in Annexure I. The rating rationale can be accessed using the below link: ICRA: Mindspace Business Parks REIT [ICRA_Rating Rationale]

Note: The Issuer shall comply with the provisions of the Operational Framework with respect to electronic book mechanism and disclose the details pertaining to the uploading of this Key Information Document in accordance with the Operational Framework.

This Key Information Document and the contents hereof are restricted to only those recipients who are permitted to receive it as per extant regulation and laws and only such recipients are eligible to apply for the Debentures.

The Issue does not form part of non-equity regulatory capital as specified under Chapter V (*Issuance and Listing of Perpetual debt instruments, Perpetual non-cumulative preference shares and similar instruments*) of SEBI Debt Regulations.

The Issue shall be open for subscription during the banking hours on each day during the period covered by the Issue Schedule.

Other than:
(a) details of the Issue of Debentures;
(b) financial information (if such information provided in the General Information Document is more than six months old);
(c) material changes (if any, in the information provided in the General Information Document); and
(d) any material developments not disclosed in the General Information Document,

which are contained in this Key Information Document, all particulars set out in the General Information Document shall remain unchanged.

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SECTION I: GENERAL

DISCLAIMERS[3]

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AS REQUIRED, A COPY OF THIS KEY INFORMATION DOCUMENT HAS BEEN FILED WITH THE STOCK EXCHANGE IN TERMS OF THE SEBI DEBT REGULATIONS. IT IS TO BE DISTINCTLY UNDERSTOOD THAT FILING OF THIS KEY INFORMATION DOCUMENT WITH THE STOCK EXCHANGE SHOULD NOT, IN ANY WAY, BE DEEMED OR CONSTRUED THAT THE SAME HAS BEEN CLEARED OR APPROVED BY THE STOCK EXCHANGE NOR DOES THE STOCK EXCHANGE IN ANY MANNER WARRANT, CERTIFY OR ENDORSE THE CORRECTNESS OR COMPLETENESS OF ANY OF THE CONTENTS OF THIS KEY INFORMATION DOCUMENT, NOR DOES THE STOCK EXCHANGE WARRANT THAT THE ISSUER'S DEBENTURES WILL BE LISTED OR WILL CONTINUE TO BE LISTED ON THE STOCK EXCHANGE; NOR DOES THE STOCK EXCHANGE TAKE ANY RESPONSIBILITY FOR THE SOUNDNESS OF THE FINANCIAL AND OTHER CONDITIONS OF THE ISSUER, ITS MANAGEMENT OR ANY SCHEME OR PROJECT OF THE ISSUER.

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DISCLAIMER FOR JURISDICTION

THIS ISSUE WITH RESPECT TO DEBENTURES IS MADE IN INDIA TO INVESTORS AS SPECIFIED IN ROW 9 (*ELIGIBLE INVESTORS*) OF SECTION II (*ISSUE RELATED INFORMATION*) OF THIS KEY INFORMATION DOCUMENT, WHO SHALL BE/ HAVE BEEN IDENTIFIED UPFRONT BY THE ISSUER. THIS KEY INFORMATION DOCUMENT DOES NOT CONSTITUTE AN OFFER TO SELL OR AN INVITATION TO SUBSCRIBE TO DEBENTURES OFFERED HEREBY TO ANY PERSON TO WHOM IT IS NOT SPECIFICALLY ADDRESSED. ANY DISPUTES ARISING OUT OF THE ISSUE WILL BE SUBJECT TO THE EXCLUSIVE JURISDICTION OF THE COURTS AND TRIBUNALS AS SET OUT IN THIS KEY

[3] *For detailed disclaimers, please refer to the General Information Document.*

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DEBTS AND OBLIGATIONS, WITH REFERENCE TO THE INSTRUMENT RATED. PLEASE VISIT OUR WEBSITE OR CONTACT ANY ICRA OFFICE FOR THE LATEST INFORMATION ON ICRA RATINGS OUTSTANDING. ALL INFORMATION CONTAINED HEREIN HAS BEEN OBTAINED BY ICRA FROM SOURCES BELIEVED BY IT TO BE ACCURATE AND RELIABLE, INCLUDING THE RATED ISSUER. ICRA HOWEVER HAS NOT CONDUCTED ANY AUDIT OF THE RATED ISSUER OR OF THE INFORMATION PROVIDED BY IT. WHILE REASONABLE CARE HAS BEEN TAKEN TO ENSURE THAT THE INFORMATION HEREIN IS TRUE, SUCH INFORMATION IS PROVIDED 'AS IS' WITHOUT ANY WARRANTY OF ANY KIND, AND ICRA IN PARTICULAR, MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO THE ACCURACY, TIMELINESS OR COMPLETENESS OF ANY SUCH INFORMATION. ALSO, ICRA OR ANY OF ITS GROUP COMPANIES MAY HAVE PROVIDED SERVICES OTHER THAN RATING TO THE ISSUER RATED. ALL INFORMATION CONTAINED HEREIN MUST BE CONSTRUED SOLELY AS STATEMENTS OF OPINION, AND ICRA SHALL NOT BE LIABLE FOR ANY LOSSES INCURRED BY USERS FROM ANY USE OF THIS PUBLICATION OR ITS CONTENT.

GLOSSARY

References to any legislation, act, regulations, rules, guidelines or policies shall be to such legislation, act, regulations, rules, guidelines or policies as amended, supplemented, or re-enacted from time to time and any reference to a statutory provision shall include any subordinate legislation made under that provision.

Unless the context otherwise indicates or requires, the following terms used in this Key Information Document shall have the meanings given below. Capitalised terms used but not defined herein shall have the meaning ascribed to such term in the Debenture Trust Deed.

TERM	DESCRIPTION
ACL	Anbee Constructions LLP, having a limited liability partnership identification number AAF-9712 and having its registered office at Raheja Tower, Plot No. C-30, Block 'G', Bandra Kurla Complex, Bandra (East), Mumbai - 400051.
APIIC	Andhra Pradesh Industrial Infrastructure Corporation Limited, a government company registered under the Companies Act and wholly owned by the Government of Andhra Pradesh, India. Consequent upon Telangana State Industrial Infrastructure Corporation Limited ("**TSIIC**") (a Government of Telangana Undertaking) becoming a shareholder and member of Sundew Properties Limited, K. Raheja IT Park (Hyderabad) Limited and Intime Properties Limited, the references to APIIC shall be substituted for TSIIC.
Applicable Law	Any statute, national, state, provincial, local, municipal, foreign, international, multinational or other law, treaty, code, regulation, ordinance, rule, judgment, order, decree, bye-law, approval of any Governmental Authority, directive, guideline, policy, requirement or other governmental restriction, or any similar form of decision of, or determination by, or any interpretation or administration having the force of law of any of the foregoing by any Governmental Authority having jurisdiction over the matter in question, which is in effect as of the date of this Key Information Document, the Deemed Date of Allotment or at any time thereafter as the context requires.
Ascent Worli	**The Ascent–Worli** is a Grade A commercial development located in the Worli Annex, Mumbai. The project comprises two distinct wings: • **Wing A** consists of a commercial office building with three basement levels, a ground floor, and ten upper floors. • **Wing B** comprises residential units intended for leasing, consisting of three basement levels (physically located on a portion of the basements forming part of Wing A), a stilt level, and six upper floors (1st to 6th floors), with a total of **36 residential units**.
Bank Account (ICCL)	The clearing corporation bank account selected, and as disclosed below in Annexure IV, by the Issuer, for the pay-in of funds towards the issue of Debentures on EBP.

Base Rent (psf per month)	$\frac{Base\ Rentals\ for\ the\ specified\ period}{Occupied\ Area * monthly\ factor}$
Base Rentals (INR)	Rental income contracted from the leasing of Occupied Area. It does not include fit-out rent, maintenance services income, car park income and others.
Business Day	A day (other than a Saturday or a Sunday) on which banks are open for general business in Mumbai.
CIBIL	The TransUnion CIBIL Limited
CDSL	Central Depository Services (India) Limited
Commerzone Pallikaranai (Content Properties Private Limited)	Completed and operational building no. 3 situated at Commerzone Pallikaranai, Radial Road, Chennai, TN, India
Commerzone Pallikaranai (Sycamore Properties Private Limited)	Completed and operational building no. 2 and under construction building no. 1 situated at Commerzone Pallikaranai, Radial Road, Chennai, TN, India
Commerzone Porur	Completed and operational building with Tower A and B, which is located in the South West Chennai micro-market at Porur, Chennai, Tamil Nadu, India.
Commerzone Raidurg	Completed and operational building - K Tower, which is located situated at Raidurg, Mindspace, Madhapur, Hyderabad, Telangana, India.
Commerzone Yerwada	Completed and operational units in building nos. 1, 3, 4, 5, 6, 7, 8, the amenity building and future development of building no. 9 and hotel building with combined area of 0.6 msf situated at Commerzone Yerwada, Samrat Ashok Path, Off Airport Road, Yerwada, Pune, Maharashtra, India
Committed Area	Completed Area which is unoccupied but for which letter of intent / agreement to lease have been signed.
Companies Act	Companies Act, 2013 and shall include the rules, regulations, circulars and notifications issued thereunder and any other statutory amendment or re-enactment thereof.
Committed Occupancy	(Occupied Area + Committed Area) *divided by* Completed Area.
Completed Area (sf)	Leasable area for which occupancy certificate has been received; Completed Area comprises Occupied Area, Committed Area and Vacant Area.
Corporate Guarantee	The deed of corporate guarantee executed by Guarantor in favour of the Debenture Trustee on or about the date of the Debenture Trust Deed in relation to the Debentures.
Credit Rating Agency	ICRA Limited
Coupon	The amount of interest payable in relation to the Debentures in the manner as set out in clause 3.2 (*Covenant to pay Coupon*) of Part A (*Statutory information pertaining to issuance of non-convertible debentures*) of the Debenture Trust Deed.
CTL	Cape Trading LLP having a limited liability partnership identification number AAF-9676 and having its registered office at Raheja Tower, Plot No. C-30, Block 'G', Bandra Kurla Complex, Bandra (East), Mumbai - 400051.
Debenture Documents	(a) the Debenture Trust Deed;

	(b) the Debenture Trustee Agreement; (c) the Corporate Guarantee; (d) the letter agreement appointing the RTA with respect to issuance of the Debentures; (e) the tripartite agreement between the Issuer, its RTA and the Depository(ies); (f) the listing agreement entered into between the Issuer and the Stock Exchange for the purpose of listing the Debentures on the Stock Exchange; (g) the General Information Document; (h) this Key Information Document; and (i) any other documents as may be designated by the Debenture Trustee and the relevant Obligors executing such documents as Debenture Documents.
Debenture Holder(s)	Persons who are, for the time being and from time to time, the holders of the Debentures and whose names appear in the Register of Beneficial Owners in accordance with the Debenture Trust Deed.
Debenture Trust Deed	The debenture trust deed dated on or about the date of this Key Information Document between the Issuer and the Debenture Trustee for the purposes of setting out the detailed terms and conditions of the Debentures.
Debenture Trustee Agreement	The debenture trustee agreement dated August 17, 2026 executed between the Debenture Trustee and the Issuer.
Debenture Trustee	The trustee of the Debenture Holder(s), in this case being Catalyst Trusteeship Limited.
Debentures	50,000 (fifty thousand) listed, rated, unsecured, redeemable, transferable, taxable, non-cumulative, non-convertible debentures of face value of INR 1,00,000 (Indian Rupees one lakh only) each issued by the Issuer.
Debt	At any time, all the amounts owing, incurred, outstanding and/or payable by the Issuer to the Debenture Holders/ Debenture Trustee or to their account, in connection with or under the Debentures and/or the Debenture Documents (in each case, whether alone or jointly, or jointly and severally, with any other person, and whether as principal, surety or otherwise), including the following amounts: (a) the principal amount of all the Debentures, the Coupon and the default interest; (b) all other monies, debts and liabilities of the Issuer, including indemnities, damages, costs, charges, expenses and fees and interest incurred under, arising out of or in connection with the Debenture Documents; (c) fees, costs and expenses of the Debenture Trustee acting for the Debenture Holders, and agents, delegates, receivers and custodians appointed by them or for the benefit of the Debenture Holders/ Debenture Trustee in connection with the Debenture Documents; and (d) any and all costs, expenses, fees and duties incurred or to be incurred by the Debenture Holders and/or the Debenture Trustee for the enforcement and collection of any amounts due under the Debenture Documents.

Deemed Date of Allotment	August 24, 2026
Depository	The NSDL and/or the CDSL, as the case may be.
Depository Participant/ DP	A participant as defined under the Depositories Act, 1996 (as amended from time to time).
EBP	Electronic Book Building Platform of BSE.
EBP Guidelines	The guidelines issued by SEBI and pertaining to the electronic book mechanism set out in the terms specified by SEBI in its Operational Framework (as amended from time to time) and related operational circulars issue by the relevant electronic book platform provider.
ECGC	Export Credit Guarantee Corporation of India Ltd.
Eligible Investor(s)	Eligible investors shall include all persons eligible to invest in these Debentures as permitted under Applicable Laws including but not limited to the following: • resident individuals, • Hindu undivided family, • trust, • limited liability partnerships, partnership firm(s), • portfolio managers, • association of persons, • companies and bodies corporate including public sector undertakings, • commercial banks, regional rural banks, financial institutions and non-banking financial companies, • insurance companies, • mutual funds/ alternative investment fund (AIF), • foreign portfolio investors, • multilateral financial institutions; and • any other investor eligible to invest in these Debentures in each case, as may be permitted under Applicable Law.
End Use Certificate	A certificate or letter signed by statutory auditor of the Issuer, as required in terms of Applicable Law, certifying application of proceeds of the Issue in accordance with the Debenture Documents and the Applicable Laws.
Final Settlement Date	The date on which all (and not less than all) the Debentures have been redeemed and the outstanding Debt has been irrevocably and unconditionally paid and discharged in full to the satisfaction of the Debenture Trustee.
Financial Statements (Consolidated)	The unaudited Consolidated financial results of the Issuer for the quarter ended June 30, 2026, and the consolidated financial statements of the Issuer which comprises the consolidated balance sheet as at March 31, 2026, consolidated balance sheet as at March 31, 2025 and March 31, 2024, the consolidated statement of profit and loss, including other comprehensive income for the financial year ended March 31, 2026 , the consolidated statement of cash flow for the financial year ended March 31, 2026, consolidated statement of profit and loss, including other comprehensive income for the financial year ended March 31, 2025, the statement of cash flow for the financial year ended March 31, 2025 and March 31, 2024, the statement of net distributable cash flows for the financial year ended March 31, 2026, March 31, 2025 and March 31, 2024, the statement of changes in unitholders

	equity for the financial year ended March 31, 2026, statement of changes in unitholders equity for the March 31, 2025 and March 31, 2024, the statement of net assets at fair value as at March 31, 2026, March 31, 2025 and March 31, 2024, the statement of total returns at fair value for the year ended March 31, 2026, March 31, 2025, and March 31, 2024 and a summary of the material/significant accounting policies and select explanatory information and other additional financial disclosures. Such financial statements have been prepared in accordance with the basis of preparation further described within Note 11/2 to such financial results/statements.
Financial Statements (Standalone)	The unaudited standalone financial results of the Issuer for the quarter ended June 30, 2026 and the standalone financial statements of the Issuer which comprises the balance sheet as at March 31, 2026, Balance sheet as at March 31, 2025, and March 31, 2024 and, the statement of profit and loss, including other comprehensive income for the financial year ended March 31, 2026, the statement of cash flow for financial year ended March 31, 2026, the Statement of profit and loss, including other comprehensive income for the financial year ended March 31, 2025 and March 31, 2024, the statement of cash flow for financial year ended year ended March 31, 2025 and March 31, 2024 and, the statement of net distributable cash flows for the financial year ended March 31, 2026 and year ended March 31, 2025 and March 31, 2024 and, the statement of changes in unitholders equity for the financial year ended March 31, 2026, the statement of changes in unitholders equity for the financial year ended March 31, 2025 and March 31, 2024 and, the statement of net assets at fair value as at March 31, 2026, March 31, 2025 and March 31, 2024, the statement of total returns at fair value for the year ended March 31, 2026, March 31, 2025 and March 31, 2024 and a summary of the material/significant accounting policies and select explanatory information and other additional financial disclosures. Such financial statements have been prepared in accordance with the basis of preparation further described within Note 7/2 to such financial results/statements.
Formation Transactions	The transactions pursuant to which the Issuer acquired interest in the Group SPVs holding the Portfolio.
FY / Financial Year	The accounting year of the Obligors commencing each year on April 1 and ending on the following March 31, or such other period as (i) may be prescribed by Applicable Law, or (ii) if not prescribed by Applicable Law, the relevant Obligor, with the consent of the Debenture Holders and the Debenture Trustee, from time to time designates as its accounting year.
Future Development Area(sf)	Leasable area of an asset that is planned for future development, as may be permissible under the relevant rules and regulations, subject to requisite approvals as may be required, and for which internal development plans are yet to be finalized and applications for requisite approvals required

	under law for commencement of construction are yet to be received.
General Information Document	The General Information Document dated July 09, 2026, in the form specified in Schedule I of the SEBI Debt Regulations which sets out the terms and conditions for the issue and offer of the debt securities and/or commercial papers by the Issuer on a private placement basis and contains the relevant information in this respect.
Gera Commerzone Kharadi	Completed and operational building nos. 3, 4, 5 and 6 situated in Gera Commerzone, Kharadi, Pune, Maharashtra, India.
Governmental Authority	Any: (a) government (central, state or otherwise) or sovereign state; (b) any governmental agency, semi-governmental or judicial or quasi-judicial or regulatory or supervisory or administrative entity, department or authority, court or tribunal or any political subdivision thereof; or (c) international organization, agency or authority; including, without limitation, any stock exchange or any self-regulatory organisation, established under any Applicable Law.
Gross Contracted Rentals (INR)	The sum of Base Rentals and fit-out rent invoiced from Occupied Area that is expected to be received from the lessees and licensees, as the case maybe pursuant to the agreements entered into with them
Group (REIT)	The Issuer and the Group SPVs.
Group SPVs	Collectively, - Avacado Properties and Trading (India) Private Limited - Gigaplex Estate Private Limited - Horizonview Properties Private Limited - KRC Infrastructure and Projects Private Limited - K.Raheja IT Park (Hyderabad) Limited - Intime Properties Limited - Mindspace Business Parks Private Limited - Sundew Properties Limited - Sustain Properties Private Limited - Mack Soft Tech Private Limited - Pramaan Properties Private Limited - Sundew Real Estate Private Limited - Energispace Power Private Limited - Sycamore Properties Private Limited (effective May 07, 2026) - Content Properties Private Limited (effective May 07, 2026) - Radial IT Park Private Limited (effective June 08, 2026)

	- Any other future special purpose vehicles or HoldCos of the Issuer or special purpose vehicles of the HoldCos established or to be established in accordance with the REIT Regulations and other Applicable Laws from time to time. Being SPVs of the Issuer (as on date) established in accordance with the REIT Regulations and other Applicable Laws.
Guarantor	Gigaplex Estate Private Limited, a company incorporated under the provisions of the Companies Act, 1956 and validly existing under the Companies Act, 2013 with its corporate identification number (CIN) U45202MH1990PTC057919 and its registered office at Raheja Tower, C-30, Block 'G', Bandra Kurla Complex, Bandra (East), Mumbai, Maharashtra, India, 400051.
Indian Rupee/ INR/₹	The lawful currency of India.
In-place Rent (psf per month)	Base Rent for a specified month
Investment Manager	K Raheja Corp Investment Managers Private Limited, a company validly existing under the Companies Act, 2013 with corporate identification number U68200MH2023PTC406104 and having its registered office at Raheja Tower, C-30, Block 'G', Bandra Kurla Complex, Bandra (East) Mumbai - 400 051, and unless repugnant to or inconsistent with the context or meaning thereof, the term shall be deemed to mean and include its successors and assigns.
Investment Management Agreement	The investment management agreement dated November 21, 2019, as amended from time to time, executed between the REIT Trustee (on behalf of the Issuer) and the Investment Manager.
Investor	An Eligible Investor investing in the Debentures.
Issue Closing Date	August 21, 2026
Issue Opening Date	August 21, 2026
Issuer	Mindspace Business Parks REIT
K. Raheja Corp Group	The companies/partnership firms/entities in which any of Chandru L. Raheja and/or Jyoti C. Raheja and/or Ravi C. Raheja and/or Sumati R. Raheja and/or Neel C. Raheja and/or Jaya N. Raheja and/or their respective lineal descendants, as being natural persons are ultimate shareholders/partners/beneficiaries, as the case may be, holding directly and together with counting indirectly, (on the basis of considering the shareholding/partnership/beneficial interest, in the shareholding company(s)/partnership firm(s)/entity(s) at all levels and also any in the ultimate shareholding company(s)/partnership firm(s)/entity(s)) hold/can be considered to hold in the aggregate more than 50% (fifty per cent.) of the paid up equity share capital or the voting rights or the partnership interest/beneficial interest therein ascertained by aggregation of the shareholding/partnership/beneficial interest in the intervening companies/partnership firms/entities, as the

	case may be, together with such natural persons as shareholders/partners/beneficiaries collectively control the respective company/partnership firm/entity in which they have the direct shareholding/direct partnership/direct beneficial interest and/or in the ultimate company(s)/partnership firm(s)/entity(s).
Key Information Document	This Key Information Document issued by the Issuer for issuance of Debentures.
MIDC	Maharashtra Industrial Development Corporation
MMRDA	Mumbai Metropolitan Region Development Authority
Market Value	Market Value of INR 4,76,350 million as determined by the REIT Valuer as of March 31, 2026. A unit at Commerzone Yerwada was acquired in Q1FY27 having a valuation of INR 638 million as per the valuation conducted by an independent valuer. In addition, Sycamore Properties Private Limited and Content Properties Private Limited were acquired on May 07, 2026 with a valuation of ***₹16,700 million*** and ***₹9,600 million*** respectively and 51% interest in Radial IT Park Private Limited was acquired on June 08, 2026 with a valuation of ***₹30,614 million*** *(100% asset value),* as per valuation conducted by an independent valuer.
Mindspace Airoli East	Completed and operational building nos. 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12 & 14, completed club house and high street retail, under construction of Mixed use B-17, the future development consisting of building nos. 15, situated at Mindspace, Thane Belapur Road, Airoli, Navi Mumbai, Maharashtra, India, subject to receipt of all requisite prior approvals, permits, and consents from the relevant authorities.
Mindspace Airoli West	Completed and operational building nos. 1, 2, 3, 4, 5, 6, 8, 9 and 10 along with the centre court, under construction of building 7 (DC) and 11 (DC), the future development consisting of building no. 9A (DC) and 12 (office) subject to receipt of all requisite prior approvals, permits, and consents from the relevant authorities situated at Gigaplex, Plot no. 5, MIDC, Airoli Knowledge Park, Airoli, Navi Mumbai, Maharashtra, India.
Mindspace Madhapur	Collectively, Mindspace Madhapur (Intime), Mindspace Madhapur (KRIT) and Mindspace Madhapur (Sundew)
Mindspace Madhapur (Intime)	Completed and operational building nos. 2A, 5B, 6, and 9 and certain units in building no. 2A and 10, situated at Mindspace, Madhapur, Hyderabad, Telangana, India
Mindspace Madhapur (KRIT)	Completed and operational building nos. 2A, 2B, 3A, 3B, 4A&B, 5A, Vantage café, 10, experience centre and under construction buildings approximately 1, 7&8, 18 situated at Mindspace, Madhapur, Hyderabad, Telangana, India.
Mindspace Madhapur (Sundew)	Completed and operational buildings nos. 11, 12A, 12B, 12C, 14, 20, and 12D and 22 (hotel) situated at Mindspace, Madhapur, Hyderabad, Telangana, India
Mindspace Pocharam	Completed and operational building nos. 8 and 9, situated at Mindspace, Pocharam, Ranga Reddy, Secunderabad,

	Telangana, India, including a portion of land admeasuring approximately 59.0 acres for future development out of which sale of approximately 39.996 acres of land at Pocharam, Hyderabad from Mindspace Business Parks Private Limited ("**MBPPL**") to K Raheja Corp Private Limited has been completed for a consideration of INR 1,200 million as per approval of the board of directors of MBPPL and the board of directors of the Investment Manager of the Issuer and other terms and conditions as set out in the Memorandum of Understanding dated December 16, 2019 to be read with extension letter dated September 1, 2021 issued by Mindspace Business Park Private Limited in favour of K. Raheja Corp. Private Limited.
NSDL	National Securities Depository Limited
Obligors	Collectively, the Issuer and the Guarantor
Occupancy (%)	Occupied Area/ Completed Area
Occupied Area (sf)	Completed Area for which lease agreements / leave and license agreements have been signed with lessees and licensees, as the case may be.
One Radial	Completed and operational buildings 1 and 2 situated at International Tech Park, Radial Road, Chennai, TN, India
Original Financial Statements	In relation to each Obligor, its audited financial statements for the Financial Year ended March 31, 2026.
Operational Framework	The framework issued by the SEBI pursuant to the circular bearing the reference number SEBI/HO/DDHS/DDHS-PoD/P/CIR/2025/0000000137 dated October 15, 2025 on "Master Circular for issue and listing of Non-convertible Securities, Securitised Debt Instruments, Security Receipts, Municipal Debt Securities and Commercial Paper" to the extent applicable in respect of the private placement of debt securities, as amended, modified, or restated from time to time.
Paradigm Mindspace Malad	The completed and operational building no. 12, comprising A and B wings of Paradigm Tower, situated at Chincholi Bunder Link Road, Malad (West), Mumbai, Maharashtra, India
Pay In Date	August 24, 2026
Portfolio	Assets directly or indirectly owned by the Issuer in terms of the REIT Regulations, in (i) Paradigm Mindspace Malad; (ii) Mindspace Airoli West; (iii) Commerzone Porur; (iv) Mindspace Madhapur (Intime); (v) Mindspace Madhapur (KRIT); (vi) Mindspace Madhapur (Sundew) (vii) Gera Commerzone Kharadi; (viii) Commerzone Yerwada; (ix) Mindspace Airoli East; (x) The Square, Nagar Road; (xi) Mindspace Pocharam; (xii) The Square BKC; (xiii) Commerzone Raidurg; (xiv) The Square, 110 Financial District; (xv) Ascent-Worli; (xvi) Pune IT Building and (xvii) The Square Avenue 98 (BKC Annex) (xviii) Commerzone Pallikaranai (Sycamore); (xix) Commerzone Pallikaranai (Content) and (xx) One Radial
Pre-Leased Area or Pre-Committed Area	Under Construction Area for which letter of intent / agreement to lease/ lease deed/ leave and license agreement has been entered into with prospective lessees and licensees, as the case may be.

Pune IT Building	Pune IT Building No.8 comprising lower ground, upper ground, podium, 5 (Five) upper office floors and Amenity Building No. 9 comprising of basement, ground floor and 3 (Three) upper floors. located in Kalyani Nagar, Pune.
RBI	Reserve Bank of India.
REIT	Real Estate Investment Trust
REIT Regulations	Securities and Exchange Board of India (Real Estate Investment Trusts) Regulations, 2014 and all circulars, notifications and directions issued thereunder, including any amendment or modification thereto from time to time.
REIT Trustee	Axis Trustee Services Limited, a company incorporated under the Companies Act, 1956 and having its registered office at Axis House, Pandhurang Budhkar Marg, Worli, Mumbai, Maharashtra- 400 025, acting as the trustee to the Issuer in accordance with the terms of the Trust Deed.
REIT Valuer	A valuer appointed in relation to the Issuer in accordance with the provisions contained in the REIT Regulations.
Registrar and Transfer Agent	MUFG Intime India Private Limited (formerly known as Link Intime India Private Limited), a company incorporated under the Companies Act, 1956 with corporate identification number U67190MH1999PTC118368 and having its registered office at C-101, 1st Floor, 247 Park, Lal Bahadur Shastri Marg, Vikhroli (West) Mumbai Maharashtra 400083, and unless repugnant to or inconsistent with the context or meaning thereof, the term shall be deemed to mean and include its successors and permitted assigns.
SEBI	Securities and Exchange Board of India
SEBI Debenture Trustee Master Circular	The framework issued by the SEBI pursuant to the circular bearing reference number SEBI/HO/DDHS-PoD-1/P/CIR/2025/117 dated August 13, 2025 on "Master Circular for Debenture Trustees", as amended, modified, or restated from time to time.
SEBI Debt Regulations	Securities and Exchange Board of India (Issue and Listing of Non-Convertible Securities) Regulations, 2021 including any amendment or modification thereto from time to time.
SEZ	Special Economic Zones
Scheduled Redemption Date	Bullet redemption on the Maturity Date.
Series	Mindspace Business Parks REIT NCD 20 ("NCD-20")
Sponsor Group	With reference to the Issuer, Ravi C. Raheja, Neel C. Raheja, Chandru L. Raheja, Jyoti C. Raheja, Jaya N. Raheja, Sumati R. Raheja, Capstan Trading LLP, Casa Maria Properties LLP, Palm Shelter Estate Development LLP, Raghukool Estate Developement LLP, Genext Hardware & Parks Private Limited, K Raheja Corp Private Limited and Mr. Chandru L. Raheja & Mr. Ravi C. Raheja (for and on behalf of Ivory Property Trust), as on June 30, 2026 and shall include such Persons as supplemented, amended or modified from time to time.
Sponsors	Collectively, ACL and CTL, being Sponsors of the Issuer
Stock Exchange / BSE	BSE Limited
Subscription Account	The account titled 'Mindspace Business Parks REIT-NCD Subscription Account' bearing account number

	57500000569645 established by the Issuer with the Subscription Account Bank at its branch located in Fort-Ground floor, Jehangir Building, MG Road, Fort, Mumbai.
Subscription Account Bank	HDFC Bank Limited
Tax	All forms of present and future taxes (including but not limited to indirect taxes such as goods and service tax, other state and local tax or other similar taxes), deductions, withholdings, duties, imposts, levies, cesses, fees, charges, social security contributions and rates imposed, levied, collected, withheld or assessed by any Governmental Authority or other taxing authority in India or elsewhere and any interest, additional taxation penalty, surcharge, cess or fine in connection therewith and "Taxes" shall be construed accordingly.
The Square Avenue 98 (BKC Annex)	The Square Avenue 98 is a Grade-A commercial office building located in the Bandra-Kurla Complex (BKC) Annex in Mumbai comprising of lower basement, upper basement, stilt plus 8 (eight) upper floors
The Square, 110 Financial District	The IT/ITES building situated at Financial District, Gachibowli, Hyderabad
The Square, Nagar Road	The commercial and IT building situated at 7, Ahmednagar Road, Wadgaon Sheri, Pune, Maharashtra, India
Trust Deed	The trust deed dated November 18, 2019, as amended from time to time, entered into between the Sponsors and the REIT Trustee.
Total Leasable Area(sf)	Sum of Completed Area, Under Construction Area and Future Development Area.
Under Construction Area(sf)	Leasable area for which occupancy certificate has not been received.
Unitholders	Any person or entity who holds Units of the Issuer.
Unit(s)	An undivided beneficial interest in the Issuer, and such Units together represent the entire beneficial interest in the Issuer.
Vacant Area	Completed Area which is unoccupied and for which no letter of intent / lease agreement / leave and license agreement has been signed.
WALE	Weighted Average Lease Expiry based on area. Calculated assuming lessees and licensees, as the case may be exercise all their renewal options post expiry of their initial commitment period.
Working Day	All days on which commercial banks in Mumbai, are open for business; Explanation: For the purpose of this definition, in respect of - (i) announcement of bid / issue period: working day shall mean all days, excluding Saturdays, Sundays and public holidays, on which commercial banks in Mumbai are open for business; (ii) the time period between the bid / issue closing date and the listing of the non-convertible securities on the stock exchanges: working day shall mean all trading

	days of the stock exchanges for non-convertible securities, excluding Saturdays, Sundays and bank holidays, as specified by SEBI.

This Key Information Document shall be read in conjunction with the General Information Document, the Debenture Trust Deed and the other Debenture Documents entered into in relation to the Debentures and it is agreed between the Debenture Trustee and the Investment Manager that in case of any inconsistency or conflict between this Key Information Document and the Debenture Trust Deed, the provisions of the Debenture Trust Deed shall prevail and override the provisions of this Key Information Document.

INFORMATION IN RELATION TO THE ISSUER

Name of the Issuer	Mindspace Business Parks REIT
Principal place of business of the Issuer*	Raheja Tower, Block 'G', C-30, Bandra Kurla Complex, Bandra (East), Mumbai - 400 051, Maharashtra, India
Date of incorporation/ SEBI registration	December 10, 2019 Registered in the Republic of India as a contributory, determinate and irrevocable trust on November 18, 2019, under the Indian Trusts Act, 1882 and as a real estate investment trust on December 10, 2019 under the Securities and Exchange Board of India (Real Estate Investment Trusts) Regulations, 2014 in Mumbai
Compliance Officer of Issuer	Mr. Mridul Gupta
Chief Financial Officer of the Manager	Ms. Preeti Chheda
Name and Address of the Contact Person of the Issuer	**Name**: Ms. Preeti Chheda **Address**: Raheja Tower, Level 8, Block 'G', C-30, Bandra Kurla Complex, Mumbai - 400051, Maharashtra, India **Phone**: +91 2656 4000 **Email**: bondcompliance@mindspacereit.com
Website of the Issuer	https://www.mindspacereit.com/
Name, Address and Date of Appointment of the Auditors of the Issuer	Deloitte Haskins & Sells LLP One International Center, Tower 3, 31st Floor, Senapati Bapat Marg, Elphinstone Road (West), Mumbai – 400 013, Maharashtra, India **Peer review no**. 017468 **Firm's Registration No.** 117366W/W-100018 Deloitte Haskins & Sells, LLP, statutory auditors of the Issuer were appointed in the Second Annual Meeting of the Unitholders held on June 29, 2022. Further they were appointed to hold office for a term of 5 years i.e. till the financial year ending March 31, 2027.
Name and Address of the Debenture Trustee to the Issue**	Catalyst Trusteeship Limited **SEBI Registration No.:** IND000000034 **Registered Address:** GDA House, First Floor, Plot No. 85, Bhusari Colony (Right), Paud Road, Pune, Maharashtra, India, 411038 **Corporate Office:** 901, 9th Floor, Tower-B, Peninsula Business Park, Senapati Bapat Marg, Lower Parel (W), Mumbai – 400013, Maharashtra, India **Phone**: +91-022-43484242 **Contact Person:** Mr. Umesh Salvi **Website:** https://catalysttrustee.com **E-mail:**ComplianceCTL-Mumbai@ctltrustee.com
Name and Address of the Registrar and Transfer Agent	**MUFG Intime India Private Limited** (formerly known as Link Intime India Private Limited) **SEBI Registration No.**: INR000004058

	Contact Person: Mr. Ganesh Jadhav **Address**: 247 Park, C 101 1st Floor , LBS Marg , Vikhroli (W), Mumbai – 400 083 **Phone**: +91 22 49186000 **Fax**: 022-4918660 **E-mail**: debtca@linkintime.co.in **Website**: www.linkintime.co.in MUFG
Name and Address of the Credit Rating Agency of the Issue***	ICRA Limited SEBI Registration No.: IN/CRA/008/15 Address: B-710, Statesman House 148, Barakhamba Road, New Delhi-110001 Phone: 8008004343 Name: Anupama Reddy Website: https://www.icra.in E-mail: anupama.reddy@icraindia.com ICRA
Legal Counsel to the Issuer	Khaitan & Co. **Address**: One World Centre, 13th Floor, Tower 1, 841 Senapati Bapat Marg, Mumbai 400 013 **Phone**: +91 22 66365000 **E-mail**: manisha.shroff@khaitanco.com **Website**: https://www.khaitanco.com KHAITAN & CO ADVOCATES SINCE 1911
Guarantor	Gigaplex Estate Private Limited Name of person authorized on behalf of Guarantor: Ms. Preeti Chheda Designation: Director CIN: U45202MH1990PTC057919 Regd. Office: Raheja Tower, C-30, Block 'G', Bandra Kurla Complex, Bandra (East), Mumbai, Maharashtra, India, 400051 Phone:+ 91-22-26564000 Web: www.krahejacorp.com

Arrangers	**Name-** A.K. Capital Services Limited **Address -** Unit No. 603, 6th Floor, Windsor, Off CST Road, Kalina, Santacruz (East), Mumbai - 400 098, India **Website -** www.akgroup.co.in **Email address -** akmumbai@akgroup.co.in **Telephone Number -**(+91 22) 6754 6500 **Fax** - (+91 22) 6610 0594 **Contact Person** - Ashish Agarwal **Designation –** Director BUILDING BONDS

**The Issuer being a real estate investment trust does not have a registered office or corporate office. Accordingly, details of its principal place of business have been disclosed.*

***The Debenture Trustee has provided its consent dated August 12, 2026, to the Issuer for its appointment as the debenture trustee to the Issue in accordance with Regulation 8 of the SEBI Debt Regulations and has entered into a Debenture Trustee Agreement on or about date of this Key Information Document, with the Issuer for the Debentures.*

Terms and conditions of appointment of the Debenture Trustee are further specified in the Debenture Trustee Agreement dated on or about the date of this Key Information Document, setting out the total consideration paid to the Debenture Trustee, respectively, as consideration for its services.

**** As at the date of this Key Information Document, Credit Rating Agency has assigned a rating of 'ICRA[AAA] (Stable)' (pronounced as "ICRA Triple A with Stable outlook") by way of credit rating communication letter dated August 11, 2026. Instruments with these ratings are considered to have the highest degree of safety regarding timely servicing of financial obligations. Such instruments carry lowest credit risk. Please refer to Annexure I of this Key Information Document for copies of the credit rating letter. The Issuer hereby declares that the ratings are valid on the date of this Key Information Document and listing of the Debentures.*

RISK FACTORS

1. Please refer to the section titled “Risk Factors” in the General Information Document.

SECTION II: ISSUE RELATED INFORMATION
TERMS OF THE ISSUE: ISSUE DETAILS

S. No.	Terms	Details
1.	Security Name (Name of the non-convertible securities which includes (Coupon/dividend, Issuer Name and maturity year)	7.6335% Mindspace Business Parks REIT NCD 20 2028
2.	Issuer	Mindspace Business Parks REIT
3.	Investment Manager	K Raheja Corp Investment Managers Private Limited or any other entity that is appointed by the unit holders as the Investment Manager of the REIT
4.	Debenture Trustee	Catalyst Trusteeship Limited
5.	Type of Instrument	Listed, rated, unsecured, redeemable, transferable, taxable, non-cumulative non-convertible debentures
6.	ISIN	INE0CCU08015
7.	Nature of Instrument (Secured or Unsecured)	Unsecured
8.	Seniority (Senior or Subordinated)	Senior
9.	Eligible Investors	Eligible Investors shall include all persons eligible to invest in these Debentures as permitted under Applicable Laws including but not limited to the following: • resident individuals, • Hindu undivided family, • trust, • limited liability partnerships, partnership firm(s), • portfolio managers, • association of persons, • companies and bodies corporate including public sector undertakings, • commercial banks, regional rural banks, financial institutions, non-banking financial companies, • insurance companies, • mutual funds/ alternative investment fund (AIF) • multilateral financial institutions, • foreign portfolio investors, and any other investor eligible to invest in these Debentures, in each case, as may be permitted under Applicable Law.
10.	Listing (name of stock Exchange(s) where it will be listed and timeline for listing)	BSE Limited Timeline for listing – Within 3 (three) Working Days from the date of bidding on the EBP Bond Platform, or such other timelines as prescribed under the Applicable Laws, whichever is earlier.

<table>
<tr><td>11.</td><td>Rating of the Instrument</td><td>ICRA AAA (Stable)</td></tr>
<tr><td>12.</td><td>Issue Size</td><td>INR 500,00,00,000 (Indian Rupees Five Hundred Crore only)]</td></tr>
<tr><td>13.</td><td>Option to retain oversubscription</td><td>N.A.</td></tr>
<tr><td>14.</td><td>Minimum subscription</td><td>Not Applicable, as the issue is being made on private placement basis.</td></tr>
<tr><td>15.</td><td>Minimum application and in multiples of thereafter</td><td>1 (one) Debenture and in the multiples of 1 (one) Debenture thereafter</td></tr>
<tr><td>16.</td><td>Method of allotment</td><td>To be determined on the basis of multiple yield allotment</td></tr>
<tr><td>17.</td><td>Issuance mode of Instrument</td><td>Dematerialised form only</td></tr>
<tr><td>18.</td><td>Trading mode of Instrument</td><td>Dematerialised form only</td></tr>
<tr><td>19.</td><td>Anchor Portion Details</td><td>Yes</td></tr>
<tr><td>20.</td><td>Total Amount Anchor Portion (not exceeding 30% of Base Issue size)</td><td>INR 150,00,00,000 (Indian Rupees One Hundred and Fifty Crores)</td></tr>
<tr><td>21.</td><td>Non-Anchor Portion (remaining portion of Base Issue Size under non-anchor portion available for bidding on EBP)</td><td>INR 350,00,00,000 (Indian Rupees Three Hundred and Fifty Crores)</td></tr>
<tr><td>22.</td><td>Name of Anchor Investor(s)</td><td><table>
<tr><th>Sr. No.</th><th>Name of Anchor Investor</th></tr>
<tr><td>1.</td><td>Aditya Birla Mutual Fund</td></tr>
<tr><td>2.</td><td>Mirae Mutual Fund</td></tr>
<tr><td>3.</td><td>HSBC Mutual Fund</td></tr>
<tr><td>4.</td><td>UTI Mutual Fund</td></tr>
</table></td></tr>
<tr><td>23.</td><td>Quantum for each Anchor Investor (INR)</td><td><table>
<tr><th>Sr. No.</th><th>Name of Anchor Investor</th><th>Quantum (INR Cr)</th></tr>
<tr><td>1.</td><td>Aditya Birla Mutual Fund</td><td>45.00</td></tr>
<tr><td>2.</td><td>Mirae Mutual Fund</td><td>45.00</td></tr>
<tr><td>3.</td><td>HSBC Mutual Fund</td><td>30.00</td></tr>
<tr><td>4.</td><td>UTI Mutual Fund</td><td>30.00</td></tr>
<tr><td colspan="2">Total</td><td>150.00</td></tr>
</table></td></tr>
<tr><td>24.</td><td>Terms of Anchor Investor</td><td>At par with Face Value of Debentures</td></tr>
<tr><td>25.</td><td>Option to retain oversubscription (Amount)</td><td>Not applicable</td></tr>
<tr><td>26.</td><td>Objects of the Issue / Purpose for which there is requirement of funds</td><td>The utilisation shall be in the following specified manner, wherein the information may differ from the actual numbers to the extent of approximations or use of rounded numbers:<table>
<tr><th>Objects of the Issue</th><th>%</th></tr>
<tr><td>For general corporate purposes including for payment of fees and expenses in connection with the Issue, repayment of existing financial indebtedness of the Issuer, direct or indirect acquisition of commercial properties and for providing loans to the Group SPVs of the Issuer (directly or indirectly) for meeting their</td><td>100</td></tr>
</table></td></tr>
</table>

		construction related expenses, working capital or general corporate requirements, repayment of the existing financial indebtedness of the Group SPVs, for providing inter-company deposits to other Group SPVs in connection with their operations, and/or acquisition of commercial properties directly or indirectly by way of purchase of any securities of other entities holding commercial properties in accordance with Applicable Laws. | **Total** | **100** The net proceeds may also be utilized in the interim in cash equivalent investments, fixed deposits, mutual funds in accordance with Applicable Laws.
27.	In case the issuer is a NBFC and the objects of the issue entail loan to any entity who is a 'group company' then disclosures shall be made in the following format	Not Applicable
28.	Details of the utilization of the Proceeds	Same as the row titled "Objects of the Issue / Purpose for which there is requirement of funds".
29.	Coupon Rate	7.6335% per annum payable quarterly
30.	Coupon	The Issuer shall, on each applicable Coupon Payment Date, unconditionally pay to, or to the order of, each Debenture Holder in INR, the accrued aggregate Coupon as adjusted pursuant to Clause 3.3 (*Coupon Adjustment*) of Part A (*Statutory information pertaining to issuance of non-convertible debentures*) of the Debenture Trust Deed, for the Coupon Period ending on the date immediately preceding such Coupon Payment Date. During each Coupon Period, the outstanding Nominal Value of each Debenture shall bear interest at the Coupon Rate for that Coupon Period and such Coupon shall be payable by the Issuer on the relevant Coupon Payment Date. Coupon on the outstanding Nominal Value of each Debenture shall be applicable and computed from day to day, be prorated on an actual/actual basis for the actual number of days in the Coupon Period and be payable in arrears on the relevant Coupon Payment Date to the Debenture Holder whose name is appearing on the Register of Beneficial Owners as on the Record Date. The Issuer hereby acknowledges and agrees that there shall be no moratorium period for the payment of Coupon. The first Coupon Payment Date shall be September 30,

		2026. Whenever any Coupon Payment Date (other than the ones falling on each Redemption Date) falls on a day other than a Business Day, such payment shall be made on the immediately succeeding Business Day, which becomes the Coupon Payment Date for that Coupon Period without changing the Coupon Payment Date for subsequent Coupon Periods.
31.	Delay in listing penalty mechanism	In case of delay in listing of the Debentures beyond 3 (three) Working Days from the date of closure of the Issue or such other timelines as prescribed under the Applicable Laws, whichever is earlier, the Issuer shall pay additional interest on the Nominal Value of the Debentures to the Debenture Holders at the rate of 1% (one per cent.) per annum over and above the Coupon Rate which shall be computed on and from the Deemed Date of Allotment until the actual date on which the Debentures are listed on the Stock Exchange.
32.	Step Up/Step Down Coupon Rate	*Rating Downgrade Event* The Issuer shall, immediately and in any case no later than 3 (three) Business Days from the date of occurrence of a Rating Downgrade Event, notify the Debenture Trustee in writing of such occurrence. On and from the date of occurrence of a Rating Downgrade Event, the Coupon Rate in relation to the Debentures shall stand increased by 0.25% (zero decimal two five per cent.) per annum over and above the immediately preceding Coupon Rate that was prevailing at the time of such Rating Downgrade Event for every notch of downgrade in the credit rating by the Rating Agency (the "**Step Up Coupon Adjustment Factor**"). The Debenture Trustee upon receipt of the notification from the Issuer in accordance with paragraph (i) above shall forthwith notify the Debenture Holders, in writing, of the occurrence of such Rating Downgrade Event. Notwithstanding anything to the contrary stated hereunder, for the avoidance of doubt it is hereby clarified that the Issuer shall be liable to pay interest at a Coupon Rate (to be determined in accordance with paragraph (ii) above) for each credit rating downgrade which is to be calculated on the basis of an increased Step Up Coupon Adjustment Factor on and from the date of the Rating Downgrade Event, only for so long as the corresponding downgrade in the credit rating of the Debentures continues to subsist. The Issuer shall pay the Coupon on the relevant Coupon Payment Date at the Coupon Rate as adjusted by the Step Up Coupon Adjustment Factor, in the manner set out in paragraph (ii) and paragraph (iv) above. For avoidance of doubt, in case of multiple downgrades (for the avoidance of doubt, by a notch each), of the rating of the Debentures, it is hereby clarified that for each Rating

		Downgrade Event, the relevant Step Up Coupon Adjustment Factor, shall be applicable on and from the date on which such Rating Downgrade Event occurs until the earlier of: (A) the Final Settlement Date; (B) an immediately subsequent Rating Upgrade Event or (C) an immediately subsequent Rating Downgrade Event, as the case may be. *Rating Upgrade Event* The Issuer shall, immediately and in any case no later than 3 (three) Business Days from the date of occurrence of a Rating Upgrade Event, notify the Debenture Trustee in writing of such occurrence. On and from the date of occurrence of a Rating Upgrade Event, the Coupon Rate in relation to the Debentures shall stand decreased by 0.25% (zero point two five per cent.) per annum on the immediately preceding Coupon Rate that was prevailing at the time of such Rating Upgrade Event for every notch of upgrade in the credit rating until it is restored to the credit rating existing as on the Deemed Date of Allotment, as certified by the Rating Agency (the "**Step Down Coupon Adjustment Factor**"). Notwithstanding anything to the contrary stated hereunder, the Coupon Rate shall not, at any time, be less than the original Coupon Rate on the Deemed Date of Allotment. The Debenture Trustee upon receipt of the notification from the Issuer in accordance with paragraph (i) above shall forthwith notify the Debenture Holders, in writing, of the occurrence of such Rating Upgrade Event. Notwithstanding anything to the contrary stated hereunder, for the avoidance of doubt it is hereby clarified that the Issuer shall be liable to pay interest at a Coupon Rate (to be determined in accordance with paragraph (ii) above) for each credit rating upgrade which is to be calculated on the basis of an increased Step Down Coupon Adjustment Factor on and from the date of the Rating Upgrade Event, only for so long as the corresponding upgrade in the credit rating of the Debentures continues to subsist. The Issuer shall pay the Coupon on the relevant Coupon Payment Date at the Coupon Rate as adjusted by the Step Down Coupon Adjustment Factor, in the manner set out in paragraph (ii) and paragraph (v) above. For avoidance of doubt, in case of multiple upgrades (for the avoidance of doubt, by a notch each), of the rating of the Debentures, it is hereby further clarified that for each Rating Upgrade Event, the relevant Step Down Coupon Adjustment Factor, shall be applicable on and from the date on which such Rating Upgrade Event occurs until the earlier of (A) the Final Settlement Date; (B) an immediately subsequent Rating Upgrade Event or (C) an immediately subsequent Rating Downgrade Event, as the case may be.
33.	Coupon Payment Frequency	Quarterly Coupon payment, beginning from the end of second quarter of FY 2026-27 i.e. first coupon being payable

		on September 30, 2026 with last coupon payment being the Scheduled Redemption Date.
34.	Coupon Payment Date(s)	Please refer to the dates provided in Section V (*Disclosure of Cash Flows*) of this Key Information Document.
35.	Cumulative / non-cumulative, in case of dividend	Not applicable
36.	Coupon Type (Fixed, floating or other structure)	Fixed
37.	Issue Parameter	Price to be discovered by the Issuer
38.	Type of Bidding	Price Based Bidding
39.	Manner of allocation	Multiple Yield
40.	Coupon Reset Process (including rates, spread, effective date, interest rate cap and floor etc).	Fixed pricing
41.	Day Count Basis (Actual/Actual)	Actual / Actual
42.	Interest on Application Money	Not applicable
43.	Default Interest Rate	1. If payment of any amount due and payable to a Debenture Holder is not made on the respective Due Date (such unpaid amounts, the "**Unpaid Sum**"), interest shall accrue on the Unpaid Sum from the respective Due Date up to the date of actual payment (both before and after judgment) at a rate per annum which is the sum of 2% (two per cent.) and the Coupon Rate. 2. In case of delay in listing of the Debentures beyond 3 (three) Working Days from the date of closing of the Issue (or such other timelines as prescribed under the Applicable Laws, whichever is earlier), the Issuer shall pay additional interest on the Nominal Value of the Debentures to the Debenture Holders at the rate of 1% (one per cent.) per annum over and above the Coupon Rate which shall be computed on and from the Deemed Date of Allotment until the actual date on which the Debentures are listed on the Stock Exchange. 3. In case of delay in execution of the Debenture Trust Deed within the period specified under Regulation 18 (2) of SEBI Debt Regulations i.e. prior to the application for listing of debentures without prejudice to any liability arising on account of violation of the provisions of the Companies Act and these regulations, the Issuer shall also pay interest of at least 2% (two) percent per annum or such other rate, as specified by SEBI, to the Debenture Holders, over and above the applicable Coupon Rate, till the execution of the Debenture Trust Deed in a form and substance satisfactory to the Debenture Trustee.
44.	Tenor	2 years 1 month and 2 days from Deemed Date of Allotment
45.	Scheduled Redemption	Bullet redemption at the end of the tenor.

	Date	
46.	Redemption Amount	The principal amount of all the Debentures, the Coupon and the default interest, in accordance with the provisions of the Debenture Trust Deed and all other amounts due and payable in relation to the Debentures in accordance with the Debenture Documents.
47.	Redemption	**Scheduled Redemption** The Issuer shall, on the Scheduled Redemption Date, unconditionally pay to, or to the order of, each Debenture Holder whose names appears on its register of beneficial owners as on the Record Date, in INR, the aggregate of the applicable scheduled redemption amount and all other amounts due in respect of the Debentures being redeemed, in accordance with the Debenture Trust Deed and the other Debenture Documents. **Mandatory Redemption** (a) Upon occurrence of a Mandatory Redemption Event in accordance with clause 8 (*Mandatory Redemption*) of Part B (*Details specific to the issuance of the debentures*) of the Debenture Trust Deed, the Issuer shall promptly and in any case within 2 (two) Business Days of such Mandatory Redemption Event, notify the Debenture Trustee in writing and the Debenture Trustee (acting on the relevant instructions of the Debenture Holders) shall have the right to require the Issuer to redeem the Debentures (in full) issued to and held by them in accordance with sub-clause (b) below. (b) Upon occurrence of a Mandatory Redemption Event, the Debenture Trustee may, by issuing not less than 30 (thirty) Business Days' notice to the Issuer (such notice the "**Mandatory Redemption Notice**"), require the Issuer to redeem in full all the Debentures then outstanding by paying an amount equal to the total Mandatory Redemption Amount in respect of each Debenture. The Debenture Trustee shall notify the Mandatory Redemption Amount payable by the Issuer in the Mandatory Redemption Notice. (c) The Issuer shall, unless otherwise instructed by the Debenture Trustee (acting on the instructions of the Debenture Holders pursuant to a Majority Resolution) make all payments as referred to in sub-clause (a) above no later than 30 (thirty) Business Days of the date of the Mandatory Redemption Notice ("**Mandatory Redemption Date**"), unconditionally to, or to the order of, each Debenture Holder whose names appears on the "register of beneficial owners" as on the Record Date in INR, an amount that is equal to the Mandatory Redemption Amount and all other amounts due in respect of the Debentures being

		redeemed, in accordance with the Debenture Trust Deed and the other Debenture Documents. (d) A "**Mandatory Redemption Event**" means the occurrence of the following events: (i) Delisting of Units of the Issuer from the Stock Exchange on the occurrence of Debenture Delisting Event; (ii) Downgrade of the credit rating of the Debentures or other debentures of the Issuer to 'A+' or below, as certified by the Credit Rating Agency; and/or (iii) Any Change in Control occurs.
48.	Redemption Premium /Discount	Not Applicable
49.	Issue Price	INR 1,00,000/- per Debenture (As determined in accordance with the EBP process)
50.	Manner of bidding	Open bidding
51.	Discount at which security is issued and the effective yield as a result of such discount.	Not applicable
52.	Premium/Discount at which security is redeemed and the effective yield as a result of such premium/ discount.	Not applicables
53.	Put Date	Not applicable
54.	Put Price	Not applicable
55.	Call Date	Not applicable
56.	Call Price	Not applicable
57.	Put Notification Time (Timelines by which the investor need to intimate Issuer before exercising the put)	Not applicable
58.	Call Notification Time (Timelines by which the Issuer need to intimate investor before exercising the call)	Not applicable
59.	Face Value	INR 1,00,000/ (Indian Rupees one lakh only) per Debenture
60.	Issue/ bidding Timing	The Issue will open at 10.30 a.m. and close at 11.30 a.m.
61.	Issue Opening Date	August 21, 2026
62.	Issue Closing Date	August 21, 2026
63.	Date of earliest closing of the issue, if any.	Not applicable
64.	Pay-in Date	August 24, 2026
65.	Deemed Date of Allotment	August 24, 2026
66.	Pay-in Amount	INR 500,00,00,000 (As determined in accordance with the EBP process)

<table>
<tr><td>67.</td><td>Settlement mode of the Instrument</td><td>RTGS, NEFT, electronic clearing services, direct credit</td></tr>
<tr><td>68.</td><td>Settlement Cycle</td><td>Within 2 (two) Working Day of the relevant date of bidding on the EBP.</td></tr>
<tr><td>69.</td><td>Depository</td><td>NSDL and CDSL</td></tr>
<tr><td>70.</td><td>Disclosure of Interest/Dividend/Coupon / Redemption dates</td><td>As specified in the row titled “Coupon Payment Dates”.

Furthermore, the Issuer hereby agrees and covenants with the Debenture Trustee that it shall, on the Scheduled Redemption Date, unconditionally pay to, or to the order of, each Debenture Holder in INR, the aggregate of the Redemption Amounts in respect of each Debenture being redeemed on the Scheduled Redemption Date in accordance with the Debenture Documents.</td></tr>
<tr><td>71.</td><td>Business Day</td><td>A day (other than a Saturday or a Sunday) on which banks are open for general business in Mumbai.</td></tr>
<tr><td>72.</td><td>Business Day Convention</td><td>Whenever any Coupon Payment Date (other than the ones falling on each Redemption Date) falls on a day other than a Business Day, such payment shall be made on the immediately succeeding Business Day, which becomes the Coupon Payment Date for that Coupon Period without changing the Coupon Payment Date for subsequent Coupon Periods.</td></tr>
<tr><td>73.</td><td>Settlement/Details of Subscription Account</td><td><table>
<tr><td>Bank</td><td>HDFC Bank Ltd</td></tr>
<tr><td>Branch</td><td>Fort</td></tr>
<tr><td>Address</td><td>Fort - Ground floor, Jehangir Building, MG Road, Fort, Mumbai</td></tr>
<tr><td>Bank A/C Name</td><td>Mindspace Business Parks REIT-NCD Subscription Account</td></tr>
<tr><td>Bank A/C No</td><td>57500000569645</td></tr>
<tr><td>RTGS/NEFT IFSC</td><td>RTGS</td></tr>
</table></td></tr>
<tr><td>74.</td><td>Record Date</td><td>In respect of a Debenture, means the day falling 15 (fifteen) calendar days before any Redemption Date or Coupon Payment Date, as applicable.</td></tr>
<tr><td>75.</td><td>All covenants of the issue (including side letters, accelerated payment clause, etc.)</td><td>a) Covenants of the Issue:

Please refer to Annexure V.

b) Side Letters

Not applicable

c) Accelerated payment clause

Upon the occurrence of one or more Events of Default (described below):

• the Debenture Trustee shall immediately send a notice to all the Debenture Holders requesting instructions as to whether immediate payment by the Issuer of the amounts outstanding with respect to the Debentures is required, and other actions to be taken in relation to such Event of Default; and

the Debenture Trustee may and shall in accordance with the</td></tr>
</table>

		provisions of the Debenture Trust Deed, declare by way of an acceleration notice, to the Issuer that all or any part of the amounts outstanding with respect to the Debentures to be immediately due and payable whereupon it shall become so due and payable within the timelines as set out in the notice.

76.	Description regarding Security (where applicable) including type of security (movable/immovable/tangible etc.), type of charge (pledge/ hypothecation/ mortgage etc.), date of creation of security/ likely date of creation of security, minimum security cover, revaluation, replacement of security, interest to the debenture holder over and above the coupon rate as specified in the Trust Deed and disclosed in the issue document	N/A
77.	Replacement of security, interest to the debenture holder over and above the coupon rate as specified in the Trust Deed and disclosed in the issue document	N/A
78.	Conditions Precedent to Disbursement	The following conditions/documents shall be provided/fulfilled by the Obligors (as applicable to them) to the satisfaction of the Debenture Trustee: 1. a certified copy of the registration certificate issued by the SEBI to the Issuer; 2. a certified copy of the memorandum of association and the articles of association of the Guarantor; 3. a certified copy of the constitutional documents of the Investment Manager; 4. a copy of a resolution of the executive committee of the board of directors of the Investment Manager authorizing persons to, *inter alia*: (i) approve the terms and execution of, and the transaction contemplated by, the Debenture Document (to which it is a party), (ii) negotiate, finalise and execute the Debenture Document (to which it is a party), (iii) authorise a director or other authorised executives of the Investment Manager to execute the Debenture Document (to which it is a party) on behalf of the Issuer, (iv) authorising affixation of common seal (if

		applicable);
		5. a copy of a resolution of the board of directors of the Investment Manager constituting an executive committee and authorizing such committee to pass the resolutions to carry out activities set out in paragraph 4 of this Schedule 2 (*Conditions Precedent*) of Part A (*Statutory information pertaining to issuance of non-convertible debentures*) of the Debenture Trust Deed above;
		6. specimen signatures of the authorized signatories of the Issuer authorised under the resolution set out in paragraph 4 of this Schedule 2 (*Conditions Precedent*) of Part A (*Statutory information pertaining to issuance of non-convertible debentures*) of the Debenture Trust Deed;
		7. a copy of the board resolution of the Guarantor in respect of the following:
		(a) approving the terms of, and the transactions contemplated by, the Debenture Document to which it is a party and resolving that it shall execute the Debenture Document to which it is a party in accordance with the provisions of the Companies Act;
		(b) authorising a specified Person or Persons to execute the Debenture Document to which it is a party on its behalf; and
		(c) authorising a specified Person or Persons, on its behalf, to sign and/or despatch all documents and notices to be signed and/or despatched by it under or in connection with the Debenture Document to which it is a party;
		8. specimen signatures of the authorized signatories of the Guarantor authorised under the resolution set out in paragraph 7 of this Schedule 2 (*Conditions Precedent*) of Part A (*Statutory information pertaining to issuance of non-convertible debentures*) of the Debenture Trust Deed;
		9. evidence, in a form and manner satisfactory to the

		Debenture Trustee, to demonstrate that the Debenture Documents have been duly executed and stamped to the satisfaction of the Debenture Trustee; 10. a copy of the consent letter issued by the Debenture Trustee; 11. a copy of in-principle listing approval for Debentures from the Stock Exchange; 12. a copy of the consent letter issued by the RTA; 13. evidence, in a form and manner satisfactory to the Debenture Trustee, by way of a ratings communication letter, that the Debentures have received a final rating of [ICRA]AAA(Stable) (pronounced as "ICRA Triple A with Stable outlook") by way of credit rating communication letter dated August 11, 2026; 14. a copy of the tri-partite agreement with the Depositories and the RTA to the issue of the Debentures; 15. evidence of receipt of the ISIN in relation to the Debentures; 16. **OTHER DOCUMENTS AND EVIDENCE** (a) Demat statements issued by the depository participant of the Issuer evidencing that 100% (one hundred per cent) of the fully paid up equity shares of Guarantor are held by the Issuer, in a form and manner satisfactory to the Debenture Trustee; (b) Evidence that all fees, charges, taxes due and payable under the Debenture Trust Deed and other Debenture Documents as may be required for the issuance of the Debentures have been duly paid in full; (c) Evidence in form and manner satisfactory to the Debenture Trustee that the Issuer has completed and duly satisfied all other requirements (including rating, listing, electronic book building) that are to be completed before

		the Deemed Date of Allotment as required under Applicable Laws; (d) Confirmation from the Debenture Trustee that all financial, legal, technical and other due diligence of the Issuer and/ or the Guarantor have been completed to the satisfaction of the Debenture Trustee; (e) The Original Financial Statements of each Obligor; (f) Evidence satisfactory to the Debenture Trustee that the Initial Contribution has been made by the Issuer; (g) Confirmation from the Debenture Trustee and the initial Debenture Holders that it has completed all "know your customer", anti-money laundering checks and any similar checks as required by Applicable Law in relation to the Issue
79.	Condition Subsequent to Disbursement	The following conditions/documents shall be provided/fulfilled by the Obligors (as applicable to them) to the satisfaction of the Debenture Trustee: 1. On the Deemed Date of Allotment: (a) evidence that the stamp Taxes payable on the Debentures pursuant to the Indian Stamp Act, 1899 have been paid; (b) a copy of the resolution passed by the executive committee of the board of directors of the Investment Manager approving the allotment of Debentures to the Debenture Holders; 2. Within 2 (two) Working Days from the date of closure of the Issue, evidence of credit of the Debentures in the specified dematerialized account(s) of the Debenture Holders; 3. Within 30 (thirty) days from the Deemed Date of Allotment, the unique transaction reference (UTR) number denoting payment remitted towards creation of the recovery expense fund if the same is payable else a confirmation to the same effect shall be provided by the Issuer.

		4. Within 3 (three) Working Days from the date of closure of the Issue or such other timeline as prescribed under Applicable Laws, whichever is earlier, listing the Debentures on the wholesale debt market segment of the Stock Exchange along with a copy of the final listing approval from the Stock Exchange. 5. In accordance with the timelines specified under Applicable Law, the End Use Certificate details on utilisation of funds raised through the issue of Debentures. 6. Promptly and in no event beyond 3 (three) Business Day of any change in details of the accounts: (a) The Issuer shall notify the Debenture Trustee of any change in bank and/ or account details pertaining to the Subscription Account. (b) The Issuer shall provide the Debenture Trustee with the pre-authorisation pertaining to the Subscription Account to replace the pre-authorisation provided on or prior to the Deemed Date of Allotment.
80.	Event of Default (including manner of voting /conditions of joining Inter Creditor Agreement)	Please refer to Annexure VI.
81.	Financial Covenants	Please refer to Annexure V.
82.	Creation of recovery expense fund	(a) The Issuer agrees and undertakes to create and maintain a recovery expense fund, in accordance with Regulation 11 of the SEBI Debt Regulations, and SEBI Debenture Trustee Master Circular, and if during the currency of these presents, any guidelines are formulated (for modified or revised) by any Governmental Authority having authority under Applicable Law in respect of creation of the recovery expense fund within the timelines prescribed under Applicable Law. The Issuer shall abide by such guidelines and issue supplemental letters, agreements and deeds of modification, as may be required, by the Debenture Holders or the Debenture Trustee and shall also cause the same to be registered, where necessary subject to the same being applicable. (b) The Debenture Trustee shall follow the procedure set out in the SEBI Debenture Trustee Master

		Circular for utilisation of the "Recovery Expense Fund" and be obligated to keep proper account and receipt of all expenses and costs including but not limited to legal expenses, hosting of meetings etc., incurred out of the "Recovery Expense Fund". (c) Upon the occurrence of an Event of Default, the Debenture Trustee shall, after obtaining consent of Debenture Holders for enforcement in the manner set out in the Debenture Documents, inform the Stock Exchange seeking release of the "Recovery Expense Fund". (d) The balance in the "Recovery Expense Fund" shall be refunded to the Issuer on repayment of the Debt in accordance with the terms of the Debenture Documents for which a 'No Objection Certificate' shall be issued by the Debenture Trustee to the Stock Exchange. The Debenture Trustee shall satisfy itself that there is no 'default' on any other listed debt securities of the Issuer before issuing such 'No Objection Certificate'. (e) The Issuer hereby agrees and undertakes that if any further guidelines are formulated (or modified or revised) by any Governmental Authority in respect of creation of the debenture redemption reserve and investment of monies lying therein and/or the recovery expense fund, the Issuer shall duly abide by such guidelines and execute all such supplemental letters, agreements and deeds of modification as may be required by the Debenture Trustee.
83.	Conditions for breach of covenants (as specified in Debenture Trust Deed)	Default or breach in the performance or compliance of any covenant or undertaking, as set out in row 75 above (*All covenants of the Issue (including side letters, accelerated payment clause, etc.)*) and such other covenants as more particularly set out in any Debenture Document by the Issuer or the Guarantor, unless remedied within the cure period as may be agreed between the parties and as per the provisions contained in the Debenture Trust Deed.
84.	Provisions related to Cross Default Clause	Any payment obligation of the Issuer in connection with its Financial Indebtedness is declared to be in default or otherwise becomes due and payable prior to its specified maturity as a result of any actual default in payment by the Issuer and such default is not cured within the applicable grace period provided in the relevant transaction documents of the Issuer in respect of such Financial Indebtedness.
85.	Role and Responsibilities of Debenture Trustee	Please refer to Annexure VII.
86.	Risk factors pertaining to the issue	Please refer to the section titled "Risk Factors" in the General Information Document.
87.	Governing Law and Jurisdiction	Indian Law. Courts and tribunals in Mumbai (except to the extent

		specified to the contrary in the relevant Debenture Documents).
88.	Information Provision	The Issuer undertakes to provide information pertinent to a credit assessment of the Issuer by the potential investors in a timely manner and in the form and substance satisfactory to the Debenture Trustee. This information will include, but not be limited to, latest financial information, rating letter and rating rationale, copies of the resolutions authorizing the borrowing and the latest profile of the Issuer.
89.	Terms and conditions of the Debenture Trustee Agreement including fees charged by the Debenture Trustee, details of security to be created and process of due diligence carried out by Debenture Trustee	The Debenture Trustee Agreement has been executed as per required regulations before the opening of the Issue. The Debenture Trustee shall be charging fees as described in the fee letter dated August 12, 2026 bearing reference number CL/DEB/26-27/786 issued by the Debenture Trustee.
90.	Due Diligence Certificate	Please refer Annexure XIII
91.	Manner of Settlement	Settlement of the Issue will be done through Indian Clearing Corporation Limited.
92.	Issue-wise green shoe option exercised vis-a-vis the base issue size and green shoe portion as specified in issues undertaken in the previous Financial Year	Nil

Capitalized terms which have not been defined in this Key Information Document shall have the meaning assigned to such term in the Debenture Trust Deed.

Other Disclosures:

If the security is backed by a guarantee or letter of comfort or any other document of a similar nature, a copy of the same shall be disclosed. In case such document does not contain the detailed payment structure (procedure of invocation of guarantee and receipt of payment by the investor along with timelines), the same shall be disclosed in the offer document:

The obligations pursuant to the Debentures are, inter alia, guaranteed by way of a guarantee from the Guarantor in favour of the Debenture Trustee for the benefit of the Debenture Holders as per the terms contained in the relevant Debenture Documents.

<u>Notes:</u>

a. If there is any change in Coupon Rate pursuant to any event including lapse of certain time period or downgrade in rating, then such new Coupon Rate and events which lead to such change shall be duly disclosed.

b. The list of documents which have been executed in connection with the issue and subscription of debt securities shall be annexed.

SECTION III: FINANCIAL INFORMATION

I. Financial Information of the Issuer

A. **The audited financial statements (i.e. profit & loss statement, balance sheet and cash flow statement) both on a standalone and consolidated basis for a period of three completed years which shall not be more than six months old from the date of the General Information Document or Issue Opening Date, as applicable. Such financial statements shall be audited and certified by the statutory auditor(s) who holds a valid certificate issued by the Peer Review Board of the Institute of Chartered Accountants of India ("ICAI").**

Provided that, issuers whose non-convertible securities are listed as on the date of filing of the offer document or placement memorandum, may provide only a web-link and a static quick response code of the audited financial statements in the offer document or placement memorandum subject to the following conditions:

(i) **Such listed issuers shall disclose a comparative key operational and financial parameter on a standalone and consolidated basis, certified by the statutory auditor(s) who holds a valid certificate issued by the Peer Review Board of the Institute of Chartered Accountants of India, for the last three completed years in the offer document.**

(ii) **The scanning of such static quick response code or clicking on the weblink, shall display the audited financial statements for last three financial years of such issuer on the website of the stock exchange where such data is hosted.**

The Financial Statements (Standalone) and Financial Statements (Consolidated) is annexed at Annexure XI.

The columnar representations of the Financial Statements (Standalone) and Financial Statements (Consolidated) along with auditor qualifications (containing along with the requisite schedules, footnotes, summary) is provided in paragraph I (B) of this section III (*Financial Information*) below.

B. **Key Operational and Financial Parameters on consolidated, and standalone basis (in respect of the financial information provided under paragraph A above)**

(Standalone)

(All Amounts in Indian Rupees Millions, unless otherwise stated)

Parameters	**For the quarter ended June 30, 2026 (Unaudited)****	**For the year ended March 31, 2026 (Audited)**	**For the year ended March 31, 2025 (Audited)**	**For financial year ended March 31, 2024 (Audited)**
Property, Plant and Equipment (including Capital Work in Progress and Investment Property)	NA	-	-	-
Intangible Assets (including	NA	-	-	-

Intangible Assets Under Development)				
Financial Assets (Current and Non Current)	NA	2,64,916	212,603	201,892
Other non-current assets	NA	48	29	9
Current Assets	NA	50	29	10
Total assets	NA	2,65,014	**212,661**	**201,911**
Financial Liabilities (Current and Non -Current)	NA			
Borrowings (including interest)	NA	87,900	46,243	35,566
Other financial liabilities (including trade payables)	NA	170	126	70
Non-Current Liabilities	NA			
Provisions	NA	-	-	-
Current liabilities	NA	7	10	7
Total liabilities	NA	88,077	**46,379**	**35,643**
Equity (Equity Share Capital and Other Equity)	NA	1,76,937	166,282	166,268
Total equity and liabilities	NA	2,65,014	**212,661**	**201,911**
Total revenue from operations	3,882	12,834	9,573	13,995
Other income	57	53	104	23
Total Income	3,940	**12,887**	**9,677**	**14,018**
Total Expenses	1,854	**5,641**	**3,761**	**2406**
Profit/ loss for the period	2,086	**7,246**	**5,916**	**11,612**

Other Comprehensive income	-	-	-	0
Total comprehensive income	2,086	7,246	5,916	11,612
Earnings per equity share: Basic Diluted EPS (In Rs.)	3.18	11.73	9.96	19.58
Net cash (used in)/ generated from operating activities (A)	NA	(366)	(292)	(149)
Net cash (used in)/ generated from investing activities (B)	NA	(20,303)	2,351	657
Net cash (used in)/ generated from financing activities (C)	NA	21,613	(4,817)	(454)
Net Increase/ (decrease) in Cash and Cash Equivalents	NA	944	(2,757)	54
Opening Balance of Cash and Cash Equivalents	NA	282	3,038	2,984
Cash and cash equivalents at end of the period	NA	**1,225**	**282**	**3,038**
Additional information				
Net worth	NA	1,76,937	1,66,282	1,66,268
Cash and Cash Equivalents	NA	**1,225**	**282**	**3,038**
Current Investments	NA	-	-	-
Earnings before interest, taxes,	3,859	**12,586**	**9,449**	**13,842**

depreciation & amortization				
Earnings before interest and taxes.	3,859	**12,586**	**9,449**	**13,842**
Net Sales (Revenue from operations (excludes Other Income)	3,882	**12,834**	**9,573**	**13,995**
Dividend amounts*	4,416	15,164	13,121	11,362
Long term debt (Non Current) to working capital	(8.44)	36.31	49.49	7.83
Current Liability ratio - (Current liabilities Total liabilities)	0.35	0.28	0.13	0.33
Total Debts to Total assets	0.36	0.33	0.22	0.18
Debt Service Coverage Ratio	2.21	2.38	2.71	6.23
Note: Includes repayments in connection to re-financing				
Current Ratio	0.78	1.07	1.14	1.26
Debt Equity Ratio	0.57	0.50	0.28	0.22
Interest service coverage ratio	2.21	2.38	2.71	6.23

* Represents distribution amounts
**The standalone financial results have been published for the quarter ended June 2026 which includes Statement of Profit & Loss Account and other explanatory information as required by SEBI regulations. Accordingly, it does not include Statement of Assets and Liabilities and Statement of Cash Flows.

(Consolidated)
(All Amounts in Rupees Millions, unless otherwise stated)

Parameters	**For the quarter ended June 30, 2026 (Unaudited)** *(prepared on the basis of Financial Statements (Consolidated))* ***	**For the financial year ended March 31, 2026 (Audited)** *(prepared on the basis of Financial Statements (Consolidated))*	**For the financial year ended March 31, 2025 (Audited)** *(prepared on the basis of Financial Statements (Consolidated))*	**For the financial year ended March 31, 2024 (Audited)** *(prepared on the basis of Financial Statements (Consolidated))*
Property, Plant and Equipment (including Capital Work in Progress, Investment Property and Investment Property Under Construction)	NA	2,89,175	2,48,387	2,19,733
Intangible Assets (including Intangible Assets under Development)	NA	2	1	1
Financial Assets (Current and Non-Current)	NA	22,777	18,224	14,132
Other non-current assets	NA	2,325	2,749	2,254
Regulatory deferral account-assets	NA	147	39	228
Current assets*	NA	1,899	2,203	2,098
Total assets	NA	**3,16,325**	**2,71,603**	**2,38,446**
Liabilities				
Non-Current Liabilities				
Financial (borrowings, lease liability, trade payables, and other	NA	1,00,666	90,318	52,306

Parameters	For the quarter ended June 30, 2026 (Unaudited) *(prepared on the basis of Financial Statements (Consolidated))* ***	For the financial year ended March 31, 2026 (Audited) *(prepared on the basis of Financial Statements (Consolidated))*	For the financial year ended March 31, 2025 (Audited) *(prepared on the basis of Financial Statements (Consolidated))*	For the financial year ended March 31, 2024 (Audited) *(prepared on the basis of Financial Statements (Consolidated))*
financial liabilities)				
Deferred Tax Liabilities	NA	6,381	5,361	3,732
Provision	NA	75	67	61
Other Non-Current Liabilities	NA	995	586	431
Current Liabilities				
Financial (borrowings, lease liability, trade payables, and other financial liabilities)	NA	48,149	25,617	31,404
Provisions(Current)	NA	19	12	7
Other current liabilities	NA	1,998	1,391	1,220
Regulatory deferral account-liability	NA	75	145	0
Total liabilities	NA	**1,58,357**	**1,23,497**	**89,161**
Equity (equity share capital and other equity)	NA	1,57,968	1,48,105	1,49,285
Total equity and liabilities	NA	**3,16,325**	**2,71,603**	**238,446**
Profit & Loss				
Total revenue from operations	9,603	32,685	26,474	24,589
Other income	92	246	282	180
Total Income	**9,695**	**32,931**	**26,756**	**24,769**

Parameters	For the quarter ended June 30, 2026 (Unaudited) *(prepared on the basis of Financial Statements (Consolidated))* ***	For the financial year ended March 31, 2026 (Audited) *(prepared on the basis of Financial Statements (Consolidated))*	For the financial year ended March 31, 2025 (Audited) *(prepared on the basis of Financial Statements (Consolidated))*	For the financial year ended March 31, 2024 (Audited) *(prepared on the basis of Financial Statements (Consolidated))*
Total Expenses (including exceptional items)	6,977	25,988	21,618	19,157
Profit / loss after tax	2,718	6,943	5,137	5,612
Other Comprehensive income	0	(3)	(3)	0
Total comprehensive income	2,718	**6,939**	**5,134**	**5,612**
Earnings per equity share: (a) basic; and (b) diluted	3.99	**10.55**	**8.02**	**8.85**
CASH FLOW				
Net cash (used in)/ generated from operating activities (A)	NA	24,139	20,173	15,265
Net cash (used in) / generated from investing activities (B)	NA	(12,933)	(15,000)	(14,587)
Net cash (used in)/ generated from financing activities (C)	NA	(9,187)	(4,727)	(1,635)
Net Increase/ (decrease) in Cash and Cash Equivalents	NA	2,019	446	(957)
Opening Balance of Cash and Cash Equivalents	NA	1,677	1,886	2,843

Parameters	For the quarter ended June 30, 2026 (Unaudited) *(prepared on the basis of Financial Statements (Consolidated))* ***	For the financial year ended March 31, 2026 (Audited) *(prepared on the basis of Financial Statements (Consolidated))*	For the financial year ended March 31, 2025 (Audited) *(prepared on the basis of Financial Statements (Consolidated))*	For the financial year ended March 31, 2024 (Audited) *(prepared on the basis of Financial Statements (Consolidated))*
Balance as per statement of cash flows	NA	3,628	1,677	1,886
Additional information				
Net worth	NA	1,57,968	1,48,106	149,285
Cash and Cash Equivalents	NA	12,176	6,379	3,250
Current Investments	NA	-	-	-
Net Sales	9,603	32,685	26,474	24,589
Earnings before interest, taxes, depreciation, amortization, regulatory income/expense and exceptional items	7,368	25,146	19,682	17,988
Earnings before interest ,taxes, regulatory income/expense and exceptional items	6,173	20,356	15,622	14,161
Dividend amounts**	4,416	15,164	13,121	11,362
Debt equity ratio	1.03	0.83	0.68	0.47
Debt service coverage ratio	2.52	2.52	2.91	2.44
Interest service coverage ratio	3.01	3.17	3.68	4.19
Current ratio	0.32	0.37	0.46	0.35

Parameters	**For the quarter ended June 30, 2026 (Unaudited)** *(prepared on the basis of Financial Statements (Consolidated))* ***	**For the financial year ended March 31, 2026 (Audited)** *(prepared on the basis of Financial Statements (Consolidated))*	**For the financial year ended March 31, 2025 (Audited)** *(prepared on the basis of Financial Statements (Consolidated))*	**For the financial year ended March 31, 2024 (Audited)** *(prepared on the basis of Financial Statements (Consolidated))*
Long term debt to working capital	(2.56)	(2.97)	(5.91)	(2.32)
Current liabilities / Total liabilities	0.34	0.32	0.22	0.37
Total Debts to Total assets	0.46	0.41	0.37	0.30

*Includes Asset Held for Sale
** Represents distribution amounts
***The Consolidated financial results have been published for the quarter and three months ended June 2026 which includes Statement of Profit & Loss Account and other explanatory information as required by SEBI regulations. Accordingly, it does not include Statement of Assets and Liabilities and Statement of Cash Flows.

<u>Debt: Equity ratio of the Issuer as on June 30, 2026</u>

	(All Amounts in INR Million) – Standalone
	As on June 30, 2026 (Unaudited)
Before the issue	
Gross Debt	1,04,043
Total Equity	1,81,333
Gross Debt : Equity ratio (before Issue)	0.57
Net NCD's and CP issued after June 30, 2026	6,000
Current Issue size	5,000
Gross Debt: Equity ratio after Issue (provisional)	0.63

	(Amount in INR Million) – Consolidated
	As on June 30, 2026 (Unaudited)
Before the issue	
Gross Debt	1,75,819
Total Equity	1,71,161
Gross Debt : Equity ratio (before Issue)	1.03
Net NCD's and CP issued after June 30, 2026	6,000
Issue size	5000
Gross Debt : Equity ratio after Issue (provisional)	1.09

II. The amount of guarantee or letter of comfort issued by the Issuer along with details of the counterparty (like name and nature of the counterparty i.e. subsidiary, joint venture entity, group company etc) on behalf of whom it has been issued:

Borrowing Company	Security details	Facility	Bank/Debenture Trustee	Sanction amount (INR million)
KRC Infrastructure and Projects Private Limited	Bldg R4, Kharadi Pune	Lease Rental Discounting (LRD)/ Overdraft (OD)	The Hong Kong and Shanghai Banking Corporation Limited	4,390
KRC Infrastructure and Projects Private Limited	Floor podium to 6, Bldg R2, Kharadi Pune	Working Capital Loan	The Hong Kong and Shanghai Banking Corporation Limited	3,500
KRC Infrastructure and Projects Private Limited		Short Term Loan	The Hong Kong and Shanghai Banking Corporation Limited	1,000
TOTAL				**8,890**

III. Details of any other contingent liabilities of the Issuer based on the latest audited Financial Statements including amount and nature of liability

Particulars	As at March 31, 2026 (Audited) (INR Million)
Contingent liabilities	
Claims not acknowledged as debt in respect of	

- Income-Tax matters excluding interest	1,125
- Service-Tax matters	589
- Customs duty matters	25
- Stamp duty	65
- GST on recovery of utility charges and mismatch w.r.t Input Tax Credit	202

Notes:
For more details about other contingent liabilities, see Notes to accounts- Contingent Liabilities and Capital Commitments of the Financial Statements/Results (Standalone), and Financial Statements/Results (Consolidated).

SECTION IV: OTHER REGULATORY DISCLOSURES

IV. Use of proceeds (in the order of priority for which the said proceeds will be utilized):

(i) purpose of the placement:

Please refer to the information as set out in row 26 (*Objects of the Issue / Purpose for which there is requirement of funds*) of Section II (*Issue Related Information*) of this Key Information Document.

(ii) break-up of the cost of the project for which the money is being raised:

Not Applicable

(iii) means of financing for the project:

Not Applicable

(iv) proposed deployment status of the proceeds at each stage of the project:

Not Applicable

V. <u>Expenses of the Issue</u>:

Expenses of the issue along with a break up for each item of expense, including details of the fees payable to separately as under (in terms of amount, as a percentage of total issue expenses and as a percentage of total issue size), as applicable:

Expenses	Fees Amount (in INR)	Fees as a percentage of total issue expenses (%)	Fees as a percentage of total issue size (%)
Debenture Trustee's – Acceptance Fees	1,50,000	2.17%	0.00%
Underwriting commission	NIL	NIL	NIL
Brokerage, selling commission and upload fees	NIL	NIL	NIL
Fees payable to the registrars to the issue	NIL	NIL	NIL
Advertising and marketing expenses	NIL	NIL	NIL
Fees payable to the regulators including stock exchanges	5,82,784	8.43%	0.01%
Expenses incurred on printing and distribution of issue stationary	NIL	NIL	NIL
Any other fees, Arranger fees, legal fees, commission or payments under whatever nomenclature	61,76,350	89.39%	0.12%
Total	**69,09,134**	**100.00%**	**0.14%**

Note: The above expenses are exclusive of applicable goods and service tax, indicative and subject to change depending on the actual level of subscription to the Issue and the number of allottees, market conditions and other relevant factors and will be payable at the discretion of the Issuer

VI. The names of the debenture trustees(s), a statement to the effect that the debenture trustee has consented to its appointment along with a copy of the agreement executed by the debenture trustee with the issuer in accordance with regulation 13 of the Securities and Exchange Board of India (Debenture Trustees) Regulations, 1993 made accessible through a web-link or a static quick response code displayed in the issue document

Provided that in case the issuer files a general information document or shelf prospectus, the issuer may disclose a copy of the letter obtained from the debenture trustee consenting to its appointment instead of the agreement.

Explanation: In case the issuer files a key information document or tranche prospectus in accordance with the SEBI Debt Regulations, the issuer shall disclose a copy of the agreement stated above.

The Issuer has appointed Catalyst Trusteeship Limited as the Debenture Trustee. The address and contact details of Catalyst Trusteeship Limited have been mentioned above.

The Debenture Trustee has agreed to act as the debenture trustee for the issue of the Debentures. The consent letter dated August 12, 2026, bearing reference no. CL/DEB/26-27/786, issued by the Debenture Trustee is annexed to this Key Information Document as Annexure III ("**DT Consent Letter**"). Service charges of Debenture Trustee are specified in the DT Consent Letter.

The Issuer has entered into a Debenture Trustee Agreement with the Debenture Trustee in respect of the Debentures. The executed copy of Debenture Trustee Agreement is available at August 17, 2026.

VII. Consent of directors, auditors, bankers to issue, solicitors or advocates to the issue, legal advisors to the issue, lead managers to the issue, Registrar to the Issue, and lenders (if required, as per the terms of the agreement) and experts:

Party	Name	Consent reference/ date
Board of Directors/ Executive Committee of the Investment Manager	K. Raheja Corp Investment Managers Private Limited, acting as a manager to Mindspace Business Parks REIT	Resolution dated July 17, 2023 and April 15, 2025 by board of directors of the Investment Manager and resolution dated July 09, 2026 passed by the executive committee constituted by the board of directors of the Investment Manager.
Auditor	Deloitte Haskins & Sells LLP	Consent letter dated August 18, 2026.
Arranger	A.K. Capital Services Limited	Engagement Letter dated August 17, 2026
Legal Counsel to the Issuer	Khaitan & Co.	Consent letter dated August 17, 2026.
Registrar and	MUFG Intime India Private Limited	Consent letter dated August 17,

Transfer Agent	(formerly known as Link Intime India Private Limited)	2026.
Existing Lenders	Not Applicable	Not Applicable
Experts	Not Applicable	Not Applicable

SECTION V: DISCLOSURE OF CASH FLOWS

The illustrative cash flows per Debenture (bearing face value of INR 1,00,000 (Indian Rupees one lakh only) is as under. The same has been arrived at coupon rate of 7.6335% p.a.p.q.

Cashflow Event (interest/redemption)	Record Date	Due Date	Date of Payment	No. of Days in Coupon Period	Amount Payable (per Unit) (in Rs.)
Interest	15-Sep-26	30-Sep-26	30-Sep-26	37	773.81
Interest	16-Dec-26	31-Dec-26	31-Dec-26	92	1,924.06
Interest	16-Mar-27	31-Mar-27	31-Mar-27	90	1,882.23
Interest	15-Jun-27	30-Jun-27	30-Jun-27	91	1,903.15
Interest	15-Sep-27	30-Sep-27	30-Sep-27	92	1,924.06
Interest	16-Dec-27	31-Dec-27	31-Dec-27	92	1,924.06
Interest	16-Mar-28	31-Mar-28	31-Mar-28	91	1,897.95
Interest	15-Jun-28	30-Jun-28	30-Jun-28	91	1,897.95
Interest	11-Sep-28	26-Sep-28	26-Sep-28	88	1,835.38
Redemption	11-Sep-28	26-Sep-28	26-Sep-28	-	1,00,000.00

***Note**: All the amounts are rounded off to two digits.*

SECTION VI: MATERIAL CHANGES TO INFORMATION PROVIDED IN GENERAL INFORMATION DOCUMENT

Other than the updated disclosures mentioned in this Section, there are no material changes to the information provided under the General Information Document, since the issue of the General Information Document, relevant to the Issue or which are required to be disclosed under this Key Information Document.

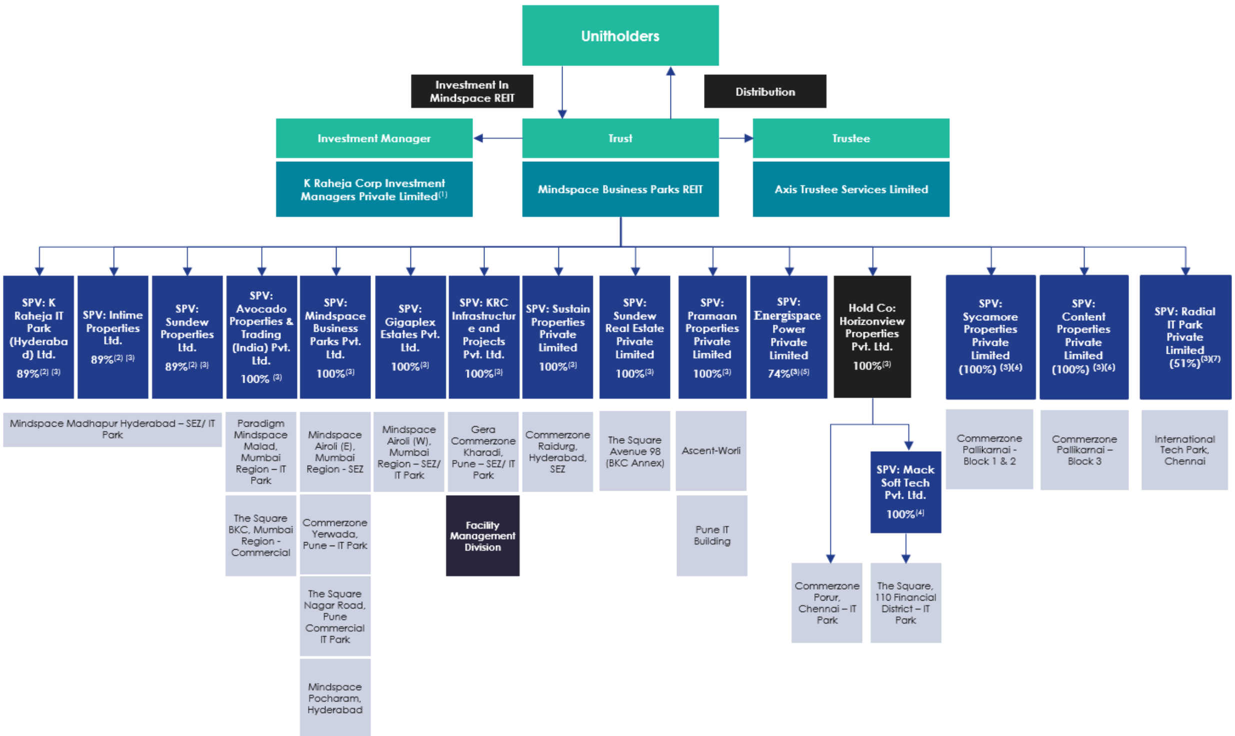
I. Brief summary of the business/ activities of the Issuer and its line of business:

A. **Overview of the business of the Issuer**

The Issuer was settled on November 18, 2019 at Mumbai, Maharashtra, India as a contributory, determinate and irrevocable trust under the provisions of the Indian Trusts Act, 1882, pursuant to a trust deed dated November 18, 2019. The Issuer was registered with SEBI on December 10, 2019, at Mumbai as a REIT pursuant to the REIT Regulations having registration number IN/REIT/19-20/0003. The Issuer has been settled by the Sponsors for an initial sum of INR 10,000. As on the date of this General Information Document

- CTL and ACL are the Sponsors of the Issuer;
- K Raheja Corp Investment Managers Private Limited (held by Mr. Ravi C. Raheja and Mr. Neel C. Raheja, as the shareholders) has been appointed as the Investment Manager to the Issuer; and
- Axis Trustee Services Limited has been appointed as the REIT Trustee to the Issuer.

Pursuant to the Formation Transactions, assets forming part of the Portfolio are held by the Issuer through the Group SPVs. The following illustration sets out the relationship between the Issuer, the REIT Trustee, the Investment Manager and the Group SPVs:



Note:

1. 'K Raheja Corp Investment Managers LLP' has been converted from Limited Liability Partnership to a Private Limited company w.e.f. July 07, 2023

2. 11% shareholding in Intime Properties Limited, K. Raheja IT Park (Hyderabad) Limited and Sundew Properties Limited is held by Telangana State Industrial Infrastructure Corporation Limited (TSIIC)

3. % indicates Mindspace REIT's shareholding in the Guarantor

4. % indicates Horizonview Properties Private Limited shareholding in Mack Soft Tech Private Limited (MSTPL). The shares of Mack Soft Tech Private Limited were transferred to Horizonview Properties Private Limited on July 23, 2025.

5. Remaining 26% in Energispace Power Private Limited is held by Mindspace Business Parks Private Limited (10.30%), Gigaplex Estates Private Limited (8.20%), Horizonview Properties Private Limited (2.80%), KRC Infrastructure and Projects Private Limited (2.70%) and Avacado Properties & Trading (India) Private Limited (2.00%), respectively.

6. Content Properties Private Limited and Sycamore Properties Private Limited were acquired on May 07, 2026.

7. Remaining 49% in Radial IT Park Private Limited is held by 360 One Real Assets Advantage Fund (along with its affiliates).

The Issuer owns a quality office Portfolio located in four key office markets of India. The Issuer's Portfolio has a Total Leasable Area of 46.2 msf, which comprises 36 msf of Completed Area, 6.6 msf of Under Construction Area and 3.6 msf of Future Development Area, as of June 30, 2026. The Issuer's assets provide a community-based ecosystem and the Issuer believes that they have been developed to meet the evolving standards of tenants and the demands of "new age businesses", which makes them among the preferred options for both multinational and domestic corporations.

The Issuer is committed to tenant service and developing long-standing relationships with its occupiers. It has also implemented various sustainability initiatives across its Portfolio, with a focus on clean energy and recycling that enables its tenants to enjoy an efficient working environment.

The Issuer's Portfolio is located in Mumbai Region, Hyderabad, Pune and Chennai ("Portfolio Markets"). The Issuer believes that its assets are located in the established micro-markets of their respective Portfolio Markets, with proximity and/or connectivity to major business, social and transportation infrastructure.

As of June 30, 2026, the Issuer's Portfolio is well diversified with more than 312 tenants with no single tenant contributing more than 10% of its Gross Contracted Rentals. Furthermore, as of June 30, 2026, approximately 73% of its Gross Contracted Rentals were derived from foreign multinational corporations and approximately 41% from 'Fortune 500' companies. The Issuer's tenant base comprises a mix of multinational and Indian corporates.

The Issuer's Portfolio is stable with c.91% Committed Occupancy (excluding Mindspace Pocharam) and a WALE of 7.3 years, as of June 30, 2026, which provides long-term visibility to its revenues. The Issuer's focus on offering a comprehensive ecosystem through optimal density and well-amenitized parks to tenants that provide high value-added services has enabled its assets to outperform in their respective micro-markets.

The Issuer acquired 100% shareholding in Sycamore Properties Private Limited ("**Sycamore**") and Content Properties Private Limited ("**Content**") on May 07, 2026. Together, these entities comprise approximately c.2.6 msf of Grade A office space at Commerzone Pallikaranai, Chennai - of which Sycamore accounts for c.1.9 msf and Content for c.0.7 msf. Sycamore includes two blocks: Block 1 (c.1.2 msf, under construction) and Block 2 (c.0.7 msf). Content comprises Block 3 of (c.0.7 msf). Block 2 is c.83% leased and Block 3 is c.58% leased.

The Issuer acquired 51% stake in Radial IT Park Private limited, the Special purpose vehicle owning the asset, in partnership with 360 One Real Assets Advantage Fund and its affiliates who will hold 49% stake in the SPV. The acquisition was completed on June 08, 2026. One Radial, an office campus with a leasable area of approximately c.2.6 million square feet, located on the Pallavaram-Thoraipakkam Road (PTR) in Chennai. One Radial comprises two towers, Tower-1 and Tower-2 (each of c.1.3 msf). Tower-1 is c.87% leased and Tower-2 is c.28% leased.

In addition, please refer to the link for acquisitions done by Issuer directly or indirectly via Group SPVs:
Mindspace Acquisitions

The Issuer believes that its Portfolio is well positioned to achieve further organic growth through a combination of rent commencement from leased out space which is contracted, as of June 30, 2026 and has not generated rental income for the quarter ending June 30, 2026, contractual rent escalations, lease-up of vacant space, re-leasing at market rents (considering the market rent across its Portfolio it estimates to realize mark to market of approximately 19.6% above the average In-place Rent, as of June 30, 2026) , and new construction within its Portfolio to accommodate tenant demand.

Its Sponsors are part of the K. Raheja Corp Group with approximately four decades of experience in developing and managing real estate in India. As of June 30, 2026, the K. Raheja Corp Group has acquired and/or developed and/or developing properties across various businesses approximately over 67 msf of commercial projects, six operational malls, 5500 plus hotel keys (Including joint ownership assets of K Raheja Corp) and residential projects across five cities in India. In addition, K. Raheja Corp Group operates over 288 retail outlets across India, as of June 30, 2026.

Portfolio

Table below shows certain key financial and operational metrics of the Issuer's Portfolio, as of the dates specified as of June 30, 2026:

Portfolio	Type of asset	Total Leasable Area (msf) As of June 30, 2026	Committed Occupancy (%) As of June 30, 2026	WALE (Years) Based on area As of June 30, 2026	Revenue from Operations for the quarter ended June 30, 2026 (INR million) * As of June 30, 2026	Market Value(1) (INR million) As of March 31, 2026	% of Total Market Value As of March 31, 2026
Mindspace Airoli East	Business Parks	7.4	85%	5	1,253	58,024	11%
Mindspace Airoli West	Business Parks	7.5	98%	8.8	1,442	65,770	13%
Mindspace Malad	Independent Office	0.8	99%	3.5	280	13,711	3%
The Square BKC	Independent Office	0.1	100%	5.4	112	5,339	1%
Ascent Worli	Independent Office	0.5	97%	7.6	412	23,142	4%
The Square Avenue 98	Independent Office	0.2	100%	1.3	92	7,569	1%
Mumbai Region		**16.5**	**92%**	**6.8**	**3,591**	**173,555**	**33%**
Gera Commerzone Kharadi	Business Parks	3	100%	6.9	964	41,816	8%
The Square Nagar Road	Independent Office	0.8	100%	6.2	259	10,551	2%
Commerzone Yerwada	Business Parks	2.4	97%	5.2	607	22,992	4%
Pune IT Building	Independent Office	0.1	88%	6.1	24	1,482	0%
Pune		**6.3**	**99%**	**6.3**	**1,854**	**76,842**	**15%**
Mindspace Madhapur	Business Parks	13.8	99%	7.3	2,825	168,019	32%
Mindspace Pocharam	Independent Office	0.6	0%	-	-	1,004	0%
Commerzone Raidurg	Independent Office	1.8	100%	10.3	489	25,853	5%
The Square 110 Financial District	Business Parks	0.9	72%	3.2	138	7,077	1%

Hyderabad		**17.1**	**93%**	**7.6**	**3,452**	**201,954**	**39%**
Commerzone Porur	Independent Office	1.2	100%	7.9	347	13,335	3%
Commerzone Pallikaranai	Business Parks	2.6	74%	11	155	26,298	5%
One Radial™	Business Parks	2.6	57%	10.7	86	15,613	3%
Chennai		**6.3**	**71%**	**9.8**	**588**	**55,246**	**11%**
Facility Management Business		NA	NA	NA	544	11,303	2%
Inter-Company Eliminations		NA	NA	NA	-520	NA	NA
Portfolio Total		**46.2**	**91%**	**7.3**	**9,509**	**518,899**	**100%**

Notes:

(1) Market value as on March 31, 2026 (Market value for Commerzone Pallikaranai as on 31 Dec 25 and One Radial™ as on 15 Mar 26).

(2) Revenue from Operations & NOI numbers above include Regulatory Income/(Expense) of Power Business post re-classification.

(3) Revenue from Operations is adjusted for Revenue from Works Contract Services and regulatory income.

The Total Market Value of our Portfolio, which comprises Market Value of the existing Portfolio including the facility management division, as of March 31, 2026, as per the REIT Valuer, is INR 4,76,350 million (Indian Rupees Four Lakh Seventy-Six Thousand Three Hundred Fifty only). The Market Value of Mindspace Madhapur is with respect to 89.0% ownership of the respective asset SPVs that own Mindspace Madhapur.

In addition, Sycamore Properties Private Limited and Content Properties Private Limited were acquired on May 07, 2026 with a valuation of ₹16,700 million and ₹9,600 million respectively and Radial IT Park Private Limited was acquired on June 08, 2026 with a valuation of ₹30,614 million respectively (100% asset value), of which 51% is held by Mindspace Business Parks REIT, as per the valuation conducted by an independent valuer

A unit at Commerzone Yerwada was acquired in Q1FY27 having a valuation of INR 638 million as per the valuation conducted by an independent valuer.

B. **Corporate Structure of the Issuer**

The corporate structure of the Issuer as on June 30, 2026, is as follows:

Category	Category of Unit Holder	No. of Units held	As a percentage of total Unitholding
(A)	**Sponsors / Investment Manager and their associates/ related parties and Sponsor Group**	44,54,23,863	67.29
(B)	**Public Holding**	21,65,69,619	32.71
(C)	**Total Units Outstanding (C) = (A) + (B)**	**66,19,93,482**	**100.00**

N.B. All Units are held in dematerialized form.

A brief summary of the business activities of the Group SPVs of the Issuer

Mindspace Business Parks Private Limited (MBPPL)

MBPPL is engaged in real estate development projects such as SEZ, Information Technology Parks and other commercial assets. It has its projects in Airoli (Navi Mumbai), Pune and Pocharam (Hyderabad). It has a deemed distribution licensee pursuant to which it can distribute power to the SEZ tenants within the park. It commenced distribution of electricity in its project at Airoli, Navi Mumbai from April 9, 2015.

Gigaplex Estate Private Limited (Gigaplex)

Gigaplex is engaged in real estate development projects such as SEZ, Information Technology Parks and other commercial assets. It has its projects in Airoli (Navi Mumbai). It has a deemed distribution licensee pursuant to which it can distribute power to the SEZ tenants within the park. It commenced distribution of electricity in its project at Airoli, Navi Mumbai from April 16, 2016.

Sundew Properties Limited (Sundew)

Sundew is engaged in development and leasing/licensing of information technology (IT) park, SEZ to its various customers in Hyderabad.

Intime Properties Limited (Intime)

Intime is engaged in development and leasing/licensing of IT park to different customers in Hyderabad.

K. Raheja IT Park (Hyderabad) Limited (KRIT)

KRIT is engaged in development and leasing/licensing of IT park to different customers in Hyderabad.

KRC Infrastructure and Projects Private Limited (KRC Infra)

KRC Infra is engaged in real estate development projects such as SEZ and information technology parks. Its project is located in Kharadi Pune. It has a deemed distribution licensee pursuant to which it can distribute power to the SEZ tenants within the park. It commenced distribution of electricity in its project at Kharadi, Pune from June 1, 2019. It is also engaged in facility management services.

Horizonview Properties Private Limited (Horizonview)
Horizonview is engaged in development and leasing/licensing of IT park to different customers in Chennai, and is now the holding company of Mack Soft Tech Private Limited, asset SPV.

Avacado Properties and Trading (India) Private Limited (Avacado)
Avacado has developed an industrial park for the purpose of letting out to different customers in Paradigm building at Malad-Mumbai and is being maintained and operated by it. It also has a commercial project in Bandra-Kurla Complex, Mumbai.

Sustain Properties Private Limited (Sustain)
Sustain is engaged in development and leasing/licensing of IT/ITeS park & SEZ to various customers in Hyderabad.

Mack Soft Tech Private Limited (MSTPL)
MSTPL is engaged in the business of, *inter-alia,* leasing commercial office space to IT/ITeS companies and owns and manages the Square, 110 Financial District, a multi-tenanted information technology park, located in Gachibowli, Hyderabad.

Pramaan Properties Private Limited (Pramaan)
Pramaan is engaged in development and leasing/licensing of IT/ ITeS parks to various customers in Mumbai and Pune.

Sundew Real Estate Private Limited (Sundew RE)
Sundew RE is engaged in development and leasing/licensing of IT park(s) to various customers in Mumbai.

Energispace Power Private Limited (Energispace)
Energispace is incorporated to inter alia own, develop and operate captive solar power plants to supply renewable energy exclusively to Mindspace Business Parks REIT's and its HoldCo/asset SPVs, supporting ESG and cost-efficient power procurement.

Sycamore Properties Private Limited (Sycamore)
Commerzone Pallikaranai is a Grade A campus-style IT/ITES office development comprising to various customers in Chennai.

Content Properties Private Limited (Content)
Commerzone Pallikaranai is a Grade A campus-style IT/ITES office development comprising to various customers in Chennai.

Radial IT Park Private Limited (RIPPL)
RIPPL is engaged in the business of, *inter-alia,* leasing commercial office space to companies and owns and manages One Radial, a multi-tenanted commercial park, located on PTR, Chennai.

C. **Details of branches or units where the Issuer carries on its business activities, if any may be provided in the form of a static Quick Response (QR) code and web link.**

If the issuer provides the details of branches or units in the form of a static QR code and web link, the details of the said branches or units shall be provided to the

debenture trustee as well and kept available for inspection as specified in sub-paragraph (g) of paragraph XXXVIII of this General Information Document. A checklist item in the 'Security and Covenant Monitoring System' shall also be included for providing information about branches or units of the issuer to the debenture trustee and confirmation of the same by the debenture trustee.

The number of locations where plants and/or operations/offices of the Issuer are situated are as under:

Location	No of Office Parks
National	18

II. Brief history of the Issuer since its registration giving details of the following activities:

A. **Details of Unit Capital as on last quarter end:**

As on quarter ended June 30, 2026: Unit Capital	INR (In million)
Authorised Unit Capital	Not Applicable
Issued, Subscribed and Paid-up Unit Capital	INR 193,769 million (Indian Rupees one hundred ninety three thousand and seven hundred and sixty nine millions) (Units 66,19,93,482 (sixty six crores nineteen lakhs ninety three thousand four hundred and eighty two)

B. **Changes in the unit capital structure of the Issuer as at last quarter end, for the preceding three financial years, and current financial year:**

As of quarter ended June 30, 2026, a total of 66,19,93,482 (sixty six crores nineteen lakhs ninety three thousand four hundred and eighty two) units are outstanding.

The Issuer allotted its Units (Issuer) on July 30, 2020, and August 4, 2020, pursuant to the initial public offer of Units (Issuer) and on March 06, 2025, pursuant to preferential issuance in respect of acquisition of Sustain Properties Pvt Ltd; one of asset SPVs.

On January 9, 2026, the Issuer has allotted 3,91,59,342 (three crores ninety one lakhs fifty nine thousand three hundred and forty two) units in relation to the acquisition of Pramaan Properties Private Limited and Sundew Real Estate Private Limited, by way of swap of shares with the erstwhile shareholders of Pramaan Properties Private Limited and Sundew Real Estate Private Limited.

On May 07, 2026, the Issuer has allotted 1,36,50,506 (one crore thirty six lakhs fifty thousand five hundred and six) units in relation to the acquisition of Sycamore Properties Private Limited and Content Properties Private Limited, by way of swap of shares with the erstwhile shareholders of Sycamore Properties Private Limited and Content Properties Private Limited.

Other than aforesaid, there are no changes in the total number of units in the capital structure of the Issuer as on last quarter end, for the last three financial years, and current financial year.

***N.B.**: **THE ISSUER HAD ALLOTTED NO UNITS BEFORE JULY 30, 2020, SAVE AND EXCEPT THE INITIAL CONTRIBUTION OF INR 10,000 (RUPEES TEN THOUSAND) MADE BY THE SPONSORS, IN LIEU OF WHICH NO UNITS WERE PREVIOUSLY ALLOTTED.**

Date of change i.e. the date of the annual general meeting / extra-ordinary general meeting / Board / Committee Meeting	**Particulars**
February 28, 2025	Approval of Preferential issue of Units to the shareholders of Sustain in exchange (swap) for the transfer of their shareholding, representing 100% equity shareholding and interest in Sustain to Mindspace REIT.
December 28, 2025	Approval of Preferential issue of Units (Issuer) to the shareholders of Pramaan Properties Private Limited and Sundew Real Estate Private Limited in exchange (swap) for the transfer of their shareholding, representing 100% equity shareholding and interest in Pramaan Properties Private Limited and Sundew Real Estate Private Limited, respectively to Mindspace REIT. The units were allotted on January 09, 2026.
April 24, 2026	Approval of Preferential issue of Units (Issuer) to the shareholders of Sycamore Properties Private Limited and Content Properties Private Limited in exchange (swap) for the transfer of their shareholding, representing 100% equity shareholding and interest in Sycamore Properties Private Limited and Content Properties Private Limited, respectively to Mindspace REIT. The units were allotted on May 07, 2026.

C. **Details of the unit capital history of the Issuer for the preceding three financial years and current financial year:**

As on June 30, 2026, in aggregate 66,19,93,482 (sixty six crores nineteen lakhs ninety three thousand four hundred and eighty two) Units (Issuer) are outstanding. The Issuer allotted its Units (Issuer) on July 30, 2020, August 4, 2020, March 6, 2025, January 09, 2026 and May 07, 2026 as set out below.

Date of Allotment	No. of Units (Issuer)	Offer price per Unit (in INR) *	Consideration (Cash other than cash, etc.)	Nature of allotment	Cumulative number of Units (Issuer)	Remarks
July 30, 2020**	556,654,582	275	Other than cash	Allotment pursuant to the Formation Transactions by swap of shares of the Group SPVs	556,654,582	-
August 4, 2020	36,363,600	275	Cash	Allotment pursuant to the initial public offer of Units (Issuer)	59,30,18,182	-
March 6, 2025	1,61,65,452	379.08	Other than cash	As consideration for acquisition of 100% equity shareholding and interest in Sustain Properties Private Limited	609,183,634	-
January 09, 2026	3,91,59,342	464.64	Other than cash	As consideration for acquisition of 100% equity shareholding and interest in Pramaan Properties Private Limited and Sundew Real Estate	64,83,42,976	-

				Private Limited		
May 07, 2026	1,36,50,506	484.89	Other than cash	As consideration for acquisition of 100% equity shareholding and interest in Content Properties Private Limited and Sycamore Properties Private Limited	66,19,93,482	-

** The securities being units of a real estate investment trust do not have a face value and accordingly, details of face value and premium in respect of Units (Issuer) have not been disclosed.*

*** The Issuer had no Units (Issuer) before the initial public offer of the Units (Issuer) on July 30, 2020.*

D. **Details of any acquisition or amalgamation in the preceding one year**

1. In addition, certain members of Group SPVs of the Issuer have undertaken certain acquisitions or are under the process of completing certain acquisitions. Details of the same have been provided at below link: https://www.mindspacereit.com/investor-relations/acquisition#ir

2. Mindspace Business Parks REIT acquired Pramaan Properties Private Limited ("Pramaan") and Sundew Real Estate Private Limited ("Sundew RE") for the gross acquisition price of INR 23,076 Mn and INR 6,089 Mn, respectively. The approval of the Board of Directors of K Raheja Corp Investment Managers Private Limited, acting as the Investment Manager to Mindspace REIT was received on November 28, 2025, and unitholders approval was received on December 28, 2025. The Board of Directors of K Raheja Corp Investment Managers Private Limited, acting as the Investment Manager to Mindspace REIT, at their meeting held on January 09, 2026, had approved the allotment of 3,08,45,379 units and 83,13,963 units of Mindspace REIT at a price of INR 464.64 per unit (offer price) to the shareholders of Pramaan and Sundew RE respectively, on preferential basis, as a consideration for the purchase of 100% equity shareholding and beneficial interest of Pramaan & Sundew RE. Additional details can be viewed at – https://www.mindspacereit.com/investor-relations/acquisition#ir Exchange intimation – https://www.bseindia.com/xml-data/corpfiling/AttachHis/2916bdf6-9e57-4311-b2ab-b7dc252e7b03.pdf

3. Mindspace Business Parks REIT acquired Content Properties Private Limited ("Content") and Sycamore Properties Private Limited ("Sycamore") for the gross acquisition price of INR

9,441 Mn and INR 15,968 Mn, respectively. The approval of the Board of Directors of K Raheja Corp Investment Managers Private Limited, acting as the Investment Manager to Mindspace REIT was received on March 31, 2026, and unitholders approval was received on April 24, 2026. The Board of Directors of K Raheja Corp Investment Managers Private Limited, acting as the Investment Manager to Mindspace REIT, at their meeting held on May 07, 2026, had approved the allotment of 63,99,388 units and 72,51,118 units of Mindspace REIT at a price of INR 484.89 per unit (offer price) to the shareholders of Content and Sycamore respectively, on preferential basis, as a consideration for the purchase of 100% equity shareholding and beneficial interest of Content and Sycamore. Additional details can be viewed at – https://www.mindspacereit.com/investor-relations/acquisition#ir Exchange intimation – https://www.bseindia.com/xml-data/corpfiling/AttachHis/edac72da-d1b1-438b-a6ac-2bb31473064f.pdf

4. Mindspace REIT completed the acquisition of 51% securities and interest in the Radial IT Park Private Limited (RIPPL) on June 8, 2026 and the balance 49% has been acquired by 360 One Real Assets Advantage Fund (along with its affiliates) ("Co-investor") on the same date, in accordance with the terms of the definitive transaction documents. RIPPL, inter-alia, owns the office property known as One Radial, Chennai, Radial Road, comprising Tower 1 and Tower 2 with total leasable area of approximately 2.6 million square feet. Mindspace REIT has also entered into a shareholder's agreement with the Co-investor, to govern the rights, responsibilities and management of the RIPPL, as required under the REIT Regulations.
Additional details can be viewed at: https://www.mindspacereit.com/investor-relations/acquisition#ir.
Exchange intimation: 41158289-fd2d-4399-afdc-2468437e1264.pdf

E. **Details of reorganization or reconstruction in the preceding one year**

No reorganisation or reconstruction in last one year.

F. **Details of the unitholding of the Issuer as at the latest quarter end, as per the format specified under the listing regulations**

The unitholding pattern of the Issuer as on June 30, 2026, is annexed as Annexure X.

G. **List of top 10 holders of units of the Issuer as on the latest quarter end**

The unitholding pattern of the top 10 Unitholders of the Issuer for the quarter ended June 30, 2026, is set out below:

Sr. No.	**Name**	**Total number of units**	**No. of units in demat form**	**Total unitholding as % of total no. of units**
1.	CASA MARIA PROPERTIES LLP	5,05,51,900	5,05,51,900	7.64
2.	RAGHUKOOL ESTATE DEVELOPEMENT LLP	4,57,35,727	4,57,35,727	6.91
3.	PALM SHELTER ESTATE DEVELOPMENT LLP	4,48,26,917	4,48,26,917	6.77
4.	CAPSTAN TRADING LLP	4,48,26,900	4,48,26,900	6.77
5.	CAPE TRADING LLP	3,94,20,279	3,94,20,279	5.95
6.	ANBEE CONSTRUCTIONS LLP	3,93,86,274	3,93,86,274	5.95

7.	CHANDRU LACHMANDAS RAHEJA*	3,74,70,664	3,74,70,664	5.66
8.	K RAHEJA CORP PRIVATE LIMITED	3,65,96,296	3,65,96,296	5.53
9.	CAPITAL INCOME BUILDER	2,98,92,332	2,98,92,332	4.52
10.	GENEXT HARDWARE AND PARKS PRIVATE LTD	2,28,86,731	2,28,86,731	3.46

*** Exclude Units held for and behalf of Ivory Property Trust**

III. Brief particulars of the management of the Issuer:

Pursuant to the Investment Management Agreement, K Raheja Corp Investment Managers Private Limited has been appointed as the Investment Manager of the Issuer to: (i) manage the assets and investments of the Issuer; (ii) render investment management services; (iii) undertake operational and administrative activities of the Issuer; and (iv) cause the issuance and listing of the Units on Stock Exchange.

Pursuant to Regulation 10(4) of the REIT Regulations, the Investment Manager is required to undertake the management of the assets forming part of the REIT including lease management and maintenance of the assets either directly or through the appointment and supervision of appropriate agents. Accordingly, the Investment Manager will also be responsible for supervision of third party service providers through its representatives forming part of the board of directors of the Group SPVs.

Accordingly, the Investment Manager provides property management services and certain key support services for the operation (including finance, taxation and marketing) to the Issuer. The facility management services for each of the other Group SPVs are carried out by KRC Infrastructure and Projects Private Limited, one of the Group SPVs, under "CAMPLUS" brand from October 1, 2020. The future development management services and certain support services (human resources, information technology, administration and other ancillary and day-to-day services in relation thereto) is provided by K. Raheja Corp Real Estate Private Limited.

A. **Following details regarding the members of the board of directors of the Investment Manager:**

The Investment Manager has been converted into a private limited company, K Raheja Corp Investment Managers Private Limited with effect from July 7, 2023, bearing CIN no. U68200MH2023PTC406104 having registered office at Raheja Tower, C-30, Block 'G', Bandra Kurla Complex, Bandra (E), Mumbai – 400051.

(i) **Details of the current directors of the Investment Manager as on June 30, 2026**

Name, Designation and DIN	Age (Years)	Address	Date of appointment	Details of other Directorships* (Details of Indian Companies in	Whether willful defaulter (Yes/No)

				which a person is Director is provided)	
Mr. Deepak Ghaisas Independent Director DIN-00001811	68	B/61- 62, Swapnashilp, Mahant Road, Vile Parle (East) Mumbai, 400057	November 20, 2024	Bhogale Automotive Private Limited Sarvatra Technologies Private Limited Healthbridge Advisors Private Limited, Hariom Infrafacilities Services Private Limited, GCV Life Private Limited Chitpavan Foundation Gencoval Strategic Services Private Limited Sansera Engineering Limited (Effective May 20, 2026)	No
Mr. Bobby Parikh Independent Director DIN-00019437	61	4th Floor, Seven On The Hill Auxillium Convent Road Rajendra Kumar Chowk Bandra West, Mumbai, 400050	December 17, 2024	Biocon Limited Indostar Capital Finance Limited Infosys Limited Biocon Biologics Limited Hindustan Unilever Limited BMR Business Solutions Private Limited	No
Ms. Manisha Girotra Independent Director DIN-00774574	56	41 Chitrakoot Altamount Road, Gowalia Tank,	November 20, 2024	Moelis & Company India Private Limited Naspers Limited	No

		Mumbai - 400026		Sona BLW Precision Forgings Ltd Asia Society India Centre	
Mr. Manish Kejriwal Independent Director DIN-00040055	57	Flat No 3703, 37th & 38th Floor, Vivarea Bldg, B Wing, Sane Guruji Marg, Jacob Circle, Mahalaxmi, Mumbai-400011	July 11, 2023	Bajaj Holdings & Investment Limited Bajaj Finserv Limited International Foundation for Research and Education Alembic Pharmaceuticals Limited Nirvaan Trusteeship Services Private Limited Aryaman Trusteeship Services Private Limited Adani Ports and Special Economic Zone Limited	No
Mr. Ravi C. Raheja Non-Executive Director DIN-00028044	54	4th Floor, Raheja House, Auxilium Convent Road Pali Hill Bandra West, Mumbai-400050	July 7, 2023	Shoppers Stop Limited Chalet Hotels Limited K. Raheja Private Limited Inorbit Malls (India) Private Limited K Raheja Corp Real Estate Private Limited K Raheja Corp Private Limited Ivory Properties Hotels Private Limited Genext Hardware & Parks Private Limited K. Raheja Corporate Services Private Limited	No

Mr. Neel C. Raheja Non-Executive Director DIN-00029010	51	4th Floor, Raheja House, Auxilium Convent Road Pali Hill Bandra West, Mumbai	July 7, 2023	Shoppers Stop Limited Chalet Hotels Limited K. Raheja Private Limited Inorbit Malls (India) Private Limited K. Raheja IT Park (Hyderabad) Limited Intime Properties Limited K. Raheja Corp Private Limited Ivory Properties And Hotels Private Limited Sundew Properties Limited Genext Hardware & Parks Private Limited Juhu Beach Resorts Limited K. Raheja Corporate Services Private Limited K Raheja Corp Real Estate Private Limited Asia Pacific Real Assets Association Limited	No
Mr. Vinod Rohira Non-Executive Director DIN: 00460667	57	1001/B, 10th Floor, Seamist, 14th Manuel Gonsalves Road, Bandra (W), Mumbai - 400050	September 1, 2023	Adeshwar Trading Company Private Limited Asterope Properties Private Limited Avacado Properties and Trading (India) Private Limited Gigaplex Estate Private Limited	No

				Horizonview Properties Private Limited Intime Properties Limited KRC Infrastructure and Projects Private Limited K.Raheja IT Park (Hyderabad) Limited Mindspace Business Parks Private Limited Newfound Properties and Leasing Private Limited Rafferty Developments Private Limited Sundew Properties Limited Whispering Heights Real Estate Private Limited K Raheja Corp Real Estate Private Limited	
Mr. Akshaykumar Chudasama, Independent Director DIN-00010630	56	Shanti Cottage No. 2, Narayan Dabholkar Road, Malabar Hill, Mumbai – 400006	March 6, 2025	Artemis Medicare Services Limited JSW Cement Limited Wyosha Real Estates Private Limited Borosil Renewables Limited Varroc Engineering Limited	No

Mr. Ramesh Nair CEO and Managing Director DIN-09282712	50	B-10, B-Wing, 3rd Floor, Bella Vista, Pali Hill, Bandra West, 400050	April 30, 2025	Indian REITs Association Horizonview Properties Private Limited Avacado Properties and Trading (India) Private Limited Gigaplex Estate Private Limited KRC Infrastructure and Projects Private Limited Mindspace Business Parks Private Limited K.Raheja IT Park (Hyderabad) Limited Intime Properties Limited Sundew Properties Limited Sustain Properties Private Limited Mack Soft Tech Private Limited Sycamore Properties Private Limited (effective May 07, 2026) Content Properties Private Limited (effective May 07, 2026) Radial IT Park Private Limited (effective June 08, 2026)	No

Mr. Sandeep Mathrani, Independent Director DIN- 00520985	63	2500 South Ocean Boulevard Apt. 1C5, Palm Beach, FL 33480, United States of America	August 4, 2025	Inorbit Malls (India) Private Limited	No

Note: The Issuer to disclose name of the current directors who are appearing in the RBI defaulter list and/ or ECGC default list, if any:

None of the current directors of the Investment Manager, are appearing in the RBI defaulter list and/or ECGC default list.

(ii) **Details of change in directors of the Investment Manager preceding three financial years and current financial year**

The directors of the Investment Manager were appointed on different dates as specified in paragraph III (a)(i) above.

Name, Designation and DIN	Date of appointment	Date of cessation, if applicable	Date of resignation, if applicable	Remarks
Mr. Ravi C. Raheja Non-Executive Director DIN- 00028044	July 7, 2023	July 6, 2023	-	Due to conversion of Investment Manager from LLP into private limited company w.e.f. July 7, 2023
Mr. Neel C. Raheja Non-Executive Director DIN- 00029010	July 7, 2023	July 6, 2023	-	Due to conversion of Investment Manager from LLP into private limited company w.e.f. July 7, 2023
Mr. Deepak Ghaisas Independent Director DIN- 00001811	July 11, 2023	July 6, 2023	-	Due to conversion of Investment Manager from LLP into private limited company w.e.f. July 7, 2023

Mr. Bobby Parikh Independent Director DIN- 00019437	July 11, 2023	July 6, 2023	-	Due to conversion of Investment Manager from LLP into private limited company w.e.f. July 7, 2023
Ms. Manisha Girotra Independent Director DIN- 00774574	July 11, 2023	July 6, 2023	-	Due to conversion of Investment Manager from LLP into private limited company w.e.f. July 7, 2023
Mr. Manish Kejriwal Independent Director DIN- 00040055	July 11, 2023	July 6, 2023	-	Due to conversion of Investment Manager from LLP into private limited company w.e.f. July 7, 2023
Mr. Vinod Rohira Non-Executive Director DIN- 00460667	September 1, 2023	-	-	-
Mr. Akshaykumar Chudasama, Independent Director DIN- 00010630	March 6, 2025	-	-	-
Mr. Ramesh Nair CEO and Managing Director DIN - 09282712	April 30, 2025	-	-	Ramesh Nair, CEO was appointed as CEO and MD effective April 30, 2025
Mr. Sandeep Mathrani, Independent Director DIN- 00520985	August 4, 2025	-	-	-

(iii) **Details of directors' remuneration, and such particulars of the nature and extent of their interests in the Issuer (during the current year and preceding three financial years)**:

(a) **Remuneration payable or paid to a director by the Issuer, its subsidiary or associate company; shareholding of the director in the Issuer, its subsidiaries and associate companies on a fully diluted basis**;

Being a real estate investment trust, there is no concept of board of directors for the Issuer. However, the Board of Directors of the Investment Manager have been paid sitting fees (for attending the meetings of the board and committees on behalf of the Issuer) and fixed fees, which are as follows:

<u>For FY 2025 and FY 2026</u>

Apart from payment of sitting fees for attending the meetings of the board of directors and/or committees to all the directors on the Board of Investment Manager, a fixed fee of INR 45,00,000 (Indian Rupees forty five lakhs only) to the independent chairperson of the board of directors and INR 30,00,000 (Indian Rupees thirty lakhs only) to other independent directors have been paid on a yearly basis at the end of the financial year. No other fees or remuneration is paid to the board of directors of the Investment Manager other than as mentioned above. Mr. Ramesh Nair is paid remuneration in the capacity of being the Chief Executive Officer and Managing Director of the Investment Manager.

As on June 30, 2026, Mr. Neel Raheja, Mr. Vinod Rohira and Mr. Ramesh Nair members of the board of the Investment Manager are eligible for sitting fees for attending meetings of the board of directors of Sundew Properties Limited, K. Raheja IT Park (Hyderabad) Limited and Intime Properties Limited.

<u>For FY 2024</u>

Apart from payment of sitting fees for attending the meetings of the board of directors and/or committees to all the directors of the board of Investment Manager, a fixed fee of Rs 45,00,000 (Indian Rupees forty five lakhs only) to the independent chairperson of the Board and Rs 30,00,000 (Indian Rupees thirty lakhs only) to other independent directors has been paid on an yearly basis at the end of the financial year.
No other fees or remuneration is paid to the board of directors of the Investment Manager other than as mentioned above.

The Investment Manager does not have any subsidiary or associate company.

None of the directors of the Investment Manager other than Mr. Ravi Raheja and Mr. Neel Raheja hold any shares in the Investment Manager, its subsidiaries and associate companies.

Mr. Ravi Raheja, Mr. Neel Raheja and Mr. Vinod Rohira are holding 1 share each as nominee shareholders, with Mindspace Business Parks REIT being the first holder, in all the Group SPVs (other than Mack Soft Tech Private Limited).

(b) **Appointment of any relatives to an office or place of profit of the Issuer, its subsidiary or associate company:** NA

(c) **Full particulars of the nature and extent of interest, if any, of every director:**

- **in the promotion of the Issuer**;

  Anbee Constructions LLP ("**ACL**") and Cape Trading LLP ("**CTL**") collectively known as (the "**Sponsors**" or the "**Co-Sponsors**") have set up the 'Mindspace Business Parks REIT' as an irrevocable trust, pursuant to a trust deed, under the provisions of the Indian Trusts Act, 1882 and the REIT has been registered with SEBI as a real estate investment trust on November 18, 2019 under Regulation 6 of the Securities and Exchange Board of India (Real Estate Investment Trusts) Regulations, 2014. Mr. Ravi Raheja and Mr. Neel Raheja, directors of the Investment Manager are designated partners of ACL and CTL.

  Unit holding of directors of the Investment Manager of the Issuer as on June 30, 2026, are as follows:

Name	June 30, 2026
Mr. Ravi Chandru Raheja	80,66,907
Mr. Neel Chandru Raheja	1,36,46,378
Mr. Manish Santoshkumar Kejriwal	1,18,591
Mr. Bobby Kanubhai Parikh	33,214
Mr. Vinod Nandlal Rohira	59,600
Mr. Ramesh Nair	70,160

- **in any immoveable property acquired by the Issuer in the two years preceding the date of the General Information Document or any immoveable property proposed to be acquired by it**: None

- **where the interest of such a director consists in being a member of a firm or company, the nature and extent of his interest in the firm or company, with a statement of all sums paid or agreed to be paid to him or to the firm or company in cash or shares or otherwise by any person either to induce him to become, or to help him qualify as a director, or otherwise for services rendered by him or by the firm or company, in connection with the promotion or formation of the Issuer shall be disclosed:** None

(iv) **Contribution being made by the directors as part of the offer or separately in furtherance of such objects**: None

IV. Any financial or other material interest of the directors, promoters, key managerial personnel or senior management in the offer and the effect of such interest in so far as it is different from the interests of other persons:

Not Applicable

V. Following details regarding the auditors of the Issuer:

A. **Auditors of the Issuer**

Name	**Address**	**Auditor Since**
Deloitte Haskins & Sells, LLP	One International Centre, Tower 3 31st Floor, Senapati Bapat Marg, Elphinstone Mill Compound, Elphinstone (W) Mumbai - 400 013 Maharashtra, India The resolution of the board of directors of the Investment Manager is annexed with this General Information Document as **Schedule III.**	FY 2019-20

N.B. Deloitte Haskins & Sells, LLP, statutory auditors of the Issuer were appointed in the Second Annual Meeting of the Unitholders held on June 29, 2022. Further they were appointed to hold office for a term of 5 years i.e., till the financial year ending March 31, 2027.

B. **Details of change in auditor for the preceding three financial years and the current financial year**

Not Applicable.

VI. Details of the following liabilities of the Issuer, as at the end of the preceding quarter or if available, a later date:

A. **Details of outstanding secured loan facilities:**

Nil as at quarter ended June 30, 2026.

B. **Details of outstanding unsecured loan facilities**

Nil as at quarter ended June 30, 2026.

C. **Details of outstanding non-convertible securities**

i) as at quarter ended June 30, 2026:
Please refer to the General Information Document.

ii) NCDs issued post June 30, 2026:

Series of Issuance	ISIN	Tenor / period of maturity	Coupon (papq)*	Amount (INR Mn)	Date of Allotment	Maturity/ Redemption Date	Credit Rating	Secured / Unsecured	Security
*NCD 18	INE0CCU07215	2 years	c.7.4913%	6000	August 03, 2026	August 03, 2028	ICRA AAA (Stable)	Secured	(a) A first ranking sole and exclusive security interest by way of an equitable mortgage by Sundew Properties Limited in favour of the Catalyst Trusteeship Limited over Madhapur building #12A property; (b) A first ranking sole and exclusive security interest by way of a hypothecation by Sundew Properties Limited in favour of the Catalyst Trusteeship Limited over all receivables in connection with the buildings; (c) irrevocable and unconditional guarantee by Sundew Properties Limited pursuant to the corporate guarantee issued in favour of Catalyst Trusteeship Limited; and (d) others as provided in the transaction documents. More information on the security and the issue/NCDs can be accessed at: https://www.mindspacereit.com/investor-relations/debt#ir

D. **Details of commercial paper issuances as at quarter ended June 30, 2026*:**

Please refer to the General Information Document.

*No commercial paper issued post June 30, 2026

E. **List of top ten holders of non-convertible securities in terms of value (on a cumulative basis)**
Details as on July 31, 2026:

Sr No	Name of Non-Convertible Debentures holder	Category of NCD Holder	Face value of NCD holding (INR)	NCD holding % as a percentage of total NCD outstanding of the issuer*
1	INTERNATIONAL FINANCE CORPORATION	FPI (Corporate) - I	12,00,00,00,000	15.6%
2	SBI CORPORATE BOND FUND	Mutual Funds	11,55,00,00,000	15.0%
3	SBI LIFE INSURANCE CO.LTD	Insurance Companies	5,30,00,00,000	6.9%
4	LIFE INSURANCE CORPORATION OF INDIA	Insurance Companies	5,00,00,00,000	6.5%
5	SBI SHORT TERM DEBT FUND	Mutual Funds	4,25,00,00,000	5.5%
6	NPS TRUST- A/C HDFC PENSION FUND MANAGEMENT LIMITED SCHEME C - TIER I	Provident Funds/ Pension Funds	3,65,00,00,000	4.7%
7	HDFC MUTUAL FUND- HDFC ULTRA SHORT TERM FUND	Mutual Funds	3,40,00,00,000	4.4%
8	ADITYA BIRLA SUN LIFE MUTUAL FUND - ADITYA BIRLA SUN LIFE SAVINGS FUND	Mutual Funds	3,12,65,00,000	4.1%
9	AXIS MUTUAL FUND TRUSTEE LIMITED A/C AXIS MUTUAL FUND A/C AXIS ULTRA SHORT DURATION FUND	Mutual Funds	2,00,00,00,000	2.6%
10	NPS TRUST A/C - AXIS PENSION FUND MANAGEMENT LIMITED SCHEME C - TIER I	Provident Funds/ Pension Funds	1,75,00,00,000	2.3%

	TOTAL NCDs Outstanding		**7,70,00,00,000**	**67.6%**

* In terms of value of debentures outstanding

Note:-
The above Top 10 NCD Holders table excludes the NCD issuance of INR 600 crore made on 3 August 2026.

F. **List of top ten holders of Commercial Paper in terms of value (in cumulative basis)**

Details as on July 31, 2026:

Sr No	Name of Commercial Papers holder	Category of CP Holder	Face value of CP holding (INR)	CP holding % as a percentage of total CP outstanding of the issuer*
1	HDFC MUTUAL FUND-HDFC MONEY MARKET FUND	Mutual Funds	8,00,00,00,000	28.3%
2	NIPPON LIFE INDIA TRUSTEE LTD-A/C NIPPON INDIA MONEY MARKET FUND	Mutual Funds	4,50,00,00,000	15.9%
3	HDFC MUTUAL FUND-HDFC LIQUID FUND	Mutual Funds	3,40,00,00,000	12.0%
4	ADITYA BIRLA SUN LIFE MUTUAL FUND - ADITYA BIRLA SUN LIFE LIQUID FUND	Mutual Funds	3,35,00,00,000	11.9%
5	KOTAK SAVINGS FUND	Mutual Funds	3,00,00,00,000	10.6%
6	AXIS MUTUAL FUND TRUSTEE LIMITED A/C AXIS MUTUAL FUND A/C AXIS MONEY MARKET FUND	Mutual Funds	2,50,00,00,000	8.8%
7	MIRAE ASSET LIQUID FUND	Mutual Funds	1,50,00,00,000	5.3%
8	SBI SAVINGS FUND	Mutual Funds	1,00,00,00,000	3.5%
9	ICICI PRUDENTIAL LIQUID FUND	Mutual Funds	1,00,00,00,000	3.5%
	TOTAL CPs Outstanding		**28,25,00,00,000**	**100%**

* In terms of value of CPs outstanding

G. **Details of the bank fund-based facilities/ rest of the borrowing (if any, including hybrid debt like Foreign Currency Convertible Bonds (FCCB), Optionally Convertible Debentures/ Preference Shares) from financial institutions or financial creditors**

Nil as on June 30, 2026

VII. The amount of corporate guarantee or letter of comfort issued by the Issuer along with name of the counterparty (viz. name and nature of the counterparty, whether a subsidiary, joint venture entity, group company, etc.) on behalf of whom it has been issued, contingent liability including debt service reserve account guarantees/ any put option etc.

Borrowing Company	Security details	Facility	Bank/Debenture Trustee	Sanction amount (INR million)
KRC Infrastructure and Projects Private Limited	Bldg R4, Kharadi Pune	LRD/OD	HSBC	4,390
KRC Infrastructure and Projects Private Limited	Floor podium to 6, Bldg R2, Kharadi Pune	Working Capital Loan	HSBC	3,500
KRC Infrastructure and Projects Private Limited		Short Term Loan	HSBC	1,000
TOTAL				**8,890**

VIII. Details of any outstanding borrowings taken/ debt securities issued for consideration other than cash. This information shall be disclosed whether such borrowing/ debt securities have been taken/ issued: Nil.

i. in whole or part: Nil as on June 30, 2026

ii. at a premium or discount: Nil as on June 30, 2026, or

iii. in pursuance of an option or not: Nil as on June 30, 2026.

IX. Details of all default/s and/or delay in payments of interest and principal of any kind of term loans, debt securities, commercial paper (including technical delay) and other financial indebtedness including corporate guarantee or letters of comfort issued by the Issuer, in the preceding 3 years and the current financial year.

Nil as on June 30, 2026

X. Any material event/ development or change having implications on the financials/credit quality (e.g. any material regulatory proceedings against the Issuer/Promoter (Sponsor), litigations resulting in material liabilities, corporate restructuring event etc.) at the time of the Issue which may affect the issue or the investor's decision to invest / continue to invest in the Debt Instruments

Except as disclosed in the Annexure XII of this Key Information Document and as per the materiality policy of the Issuer, there is no pending litigation involving the Issuer/Promoter (Sponsor), whose outcome could have material adverse effect on the financial position of the Issuer, which may affect the Issuer or the investor’s decision to invest / continue to invest in the Debentures.

XI. Any litigation or legal action pending or taken by a Government Department or a statutory body during the last three years immediately preceding the year of the circulation of this Key Information Document against the promoter (sponsor) of the Issuer

Except as disclosed in the Annexure XII of this Key Information Document, there are no claims, suits, actions, litigations, arbitrations or administrative investigations, or proceedings of or before any court, arbitral body, agency or Governmental Authority against the Issuer or the Promoter (Sponsors), which if adversely determined are reasonably likely to have implications on the financials / credit quality of the Issuer or the Sponsor have been threatened in writing or are pending against the Issuer or the Sponsor.

In addition to the above, the Securities and Exchange Board of India vide letter dated March 28, 2025, issued an administrative warning for failure to disclose administrative warning in the secretarial compliance report**.**

XII. Details of default and non-payment of statutory dues for the preceding three financial years and current financial year

There has been no default and / or non-payment of statutory dues by the Issuer.

XIII. Details of pending litigation involving the Issuer, promoter, director, subsidiaries, group companies or any other person, whose outcome could have material adverse effect on the financial position of the Issuer, which may affect the Issuer or the investor's decision to invest / continue to invest in the debt securities and/ or non-convertible redeemable preference shares

Except as disclosed in the Annexure XII of this Key Information Document and as per the materiality policy of the Issuer, there is no pending litigation involving the Issuer, whose outcome could have material adverse effect on the financial position of the Issuer, which may affect the Issuer or the investor's decision to invest / continue to invest in the Debentures.

XIV. Details of acts of material frauds committed against the Issuer in the preceding three financial years and current financial year, if any, and if so, the action taken by the Issuer

XV. Nil **Details of pending proceedings initiated against the Issuer for economic offences, if any**

There are no pending proceedings initiated against the Issuer for any economic offences.2

XVI. Related party transactions entered during the preceding three financial years and current financial year with regard to loans made or, guarantees given or securities provided

Period	Schedule Reference
Three months ended June 30, 2026	Refer to the Note 7 on page 18 of Consolidated Financial Results for the quarter ended June 30, 2026
Financial Year ended March 31, 2026	Schedule II of the General Information Document: Audited Consolidated Financial Statements
Financial Year ended March 31, 2025	Schedule II of the General Information Document: Audited Consolidated Financial Statements
Financial Year ended March 31, 2024	Schedule II of the General Information Document: Audited Consolidated Financial Statements

XVII. Details of the Sponsors of the Issuer

(i) *Details of Sponsors' holding of the Issuer as on the latest quarter end*

The holding of the Sponsor and Sponsor Group in the Issuer as on June 30, 2026, is set out below:

S. No.	Name of the Unitholders	Sponsor / Sponsor Group	Total no. of Units held	Total unitholding as % of total no. of Units	Type of encumbrance	No of Units subject to pledge / non disposal undertaking	% of Units subject to pledge / non disposal undertaking with respect to Units owned
1	Anbee Constructions LLP	Sponsor	3,93,86,274	5.95	Pledge	98,17,438	24.93
2	Cape Trading LLP	Sponsor	3,94,20,279	5.95	-	-	-
3	Ravi Chandru Raheja	Sponsor Group	80,66,907	1.22	-	-	-
4	Neel Chandru Raheja	Sponsor Group	1,36,46,378	2.06	-	-	-
5	Chandru Lachmandas Raheja	Sponsor Group	3,74,70,664	5.66	-	-	-
6	Jyoti Chandru Raheja	Sponsor Group	2,24,00,495	3.38	-	-	-
7	Capstan Trading LLP	Sponsor Group	4,48,26,900	6.77	Pledge	3,14,36,839	70.13
8	Casa Maria Properties LLP	Sponsor Group	5,05,51,900	7.64	Pledge	2,45,20,504	48.51
9	Palm Shelter Estate Development LLP	Sponsor Group	4,48,26,917	6.77	Pledge	2,71,90,548	60.66
10	Raghukool Estate Developement LLP	Sponsor Group	4,57,35,727	6.91	Pledge	1,89,49,357	41.43
11	Genext Hardware & Parks Private Limited	Sponsor Group	2,28,86,731	3.46	-	-	-
12	K Raheja Corp Private Limited	Sponsor Group	3,65,96,296	5.53	Pledge	2,44,79,496	66.89

S. No.	Name of the Unitholders	Sponsor / Sponsor Group	Total no. of Units held	Total unitholding as % of total no. of Units	Type of encumbrance	No of Units subject to pledge / non disposal undertaking	% of Units subject to pledge / non disposal undertaking with respect to Units owned
13	Chandru Lachmandas Raheja*	Sponsor Group	38,78,777	0.59	-	-	-
14	Sumati Ravi Raheja	Sponsor Group	1,64,97,563	2.49	-	-	-
15	Jaya Neel Raheja	Sponsor Group	1,09,18,092	1.65	-	-	-
16	Ravi Chandru Raheja*	Sponsor Group	83,13,963	1.26	-	-	-

N.B. All Units are issued and held in dematerialized form.

XVIII. Disclosure pertaining to charge creation

The issue of Debentures is unsecured.

XIX. Additional Disclosures and Reports

(a) **If the proceeds, or any part of the proceeds, of the Issue are or is to be applied directly or indirectly:**

(i) in the purchase of any business; or

(ii) in the purchase of an interest in any business and by reason of that purchase, or anything to be done in consequence thereof, or in connection therewith,

the Issuer shall become entitled to an interest in either the capital or profits and losses or both, in such business exceeding fifty per cent. thereof, a report made by a chartered accountant (who shall be named in the Key Information Document) upon:

A. **the profits or losses of the business for each of the three financial years immediately preceding the date of the issue of the Key Information Document; and**

B. **the assets and liabilities of the business as on the latest date to which the accounts of the business were made up, being a date not more than one hundred and twenty days before the date of the issue of the Key Information Document.**

Not applicable. The proceeds shall not be utilised for any of the aforesaid purposes.

(b) **In purchase or acquisition of any immovable property including indirect acquisition of immovable property for which advances have been paid to third parties, disclosures regarding:**

(i) **the names, addresses, descriptions and occupations of the vendors;**

(ii) **the amount paid or payable in cash, to the vendor and where there is more than one vendor, or the company is a sub-purchaser, the amount so paid or payable to each vendor, specifying separately the amount, if any, paid or payable for goodwill;**

(iii) **the nature of the title or interest in such property proposed to be acquired by the company; and**

(iv) **the particulars of every transaction relating to the property completed within the two preceding years, in which any vendor of the property or any person who is or was at the time of the transaction, a promoter or a director or proposed director of the company, had any interest, direct or indirect, specifying the date of the transaction and the name of such promoter, director or proposed director and stating the amount payable by or to such vendor, promoter, director or proposed director in respect of the transaction;**

Provided that the disclosures specified in sub-clauses (i) to (iv) above shall be provided for the top five vendors on the basis of value viz. sale consideration payable to the vendors.

Provided further that for the remaining vendors, such details may be provided on an aggregated basis in the offer document, specifying number of vendors from whom it is being acquired and the aggregate value being paid; and the detailed disclosures as specified in sub-clauses (i) to (iv) above may be provided by way of static QR code and web link. If the issuer provides the said details in the form of a static QR code and web link, the same shall be provided to the debenture trustee as well and kept available for inspection as specified in sub-paragraph (g) of paragraph XVIII of this Key Information Document. A checklist item in the 'Security and Covenant Monitoring System' shall also be included for providing the detailed disclosures, as specified in sub-clauses (i) to (iv) above, to the debenture trustee and confirmation of the same by the debenture trustee.

Not applicable. The proceeds shall not be utilised for any of the aforesaid purposes.

(c) **If:**

(i) **the proceeds, or any part of the proceeds, of the Issue are or are to be applied directly or indirectly and in any manner resulting in the acquisition by the Issuer of shares in any other body corporate; and**

(ii) **by reason of that acquisition or anything to be done in consequence thereof or in connection therewith, that body corporate shall become a subsidiary of the Issuer, a report shall be made by a chartered accountant (who shall be named in the General Information Document) upon:**

A. **the profits or losses of the other body corporate for each of the three financial years immediately preceding the issue of the issue document; and**

B. **the assets and liabilities of the other body corporate as on the latest date to which its accounts were made up.**

Not applicable. The proceeds shall not be utilised for any of the aforesaid purposes.

(d) **The said report shall:**

(i) indicate how the profits or losses of the other body corporate dealt with by the report would, in respect of the shares to be acquired, have concerned members of the Issuer and what allowance would have been required to be made, in relation to assets and liabilities so dealt with for the holders of the balance shares, if the Issuer had at all material times held the shares proposed to be acquired; and

(ii) where the other body corporate has subsidiaries, deal with the profits or losses and the assets and liabilities of the body corporate and its subsidiaries in the manner as provided in paragraph (c) (ii) above.

Not applicable.

(e) **The broad lending and borrowing policy including summary of the key terms and conditions of the term loans such as re-scheduling, prepayment, penalty, default; and where such lending or borrowing is between the Issuer and its subsidiaries or associates, matters relating to terms and conditions of the term loans including rescheduling, prepayment, penalty, default.**

(i) The details in relation to borrowings by way of issuance of non-convertible debentures by the Issuer is as detailed in sub-paragraph (c) of paragraph VI above.
(ii) The details in relation to borrowings by way of secured term loan of the Issuer:
   A. Re-scheduling: **Not applicable – No term loans at Issuer and at Guarantor level**
   B. Prepayment: **Not applicable – No term loans at Issuer and at Guarantor level**
   C. Penalty and default: **Not applicable – No term loans at Issuer and at Guarantor level**
(iii) The details in relation to lending by the Issuer to its Group SPVs is as detailed below:
   A. Interest: Rate of Interest is mutually agreed between the lender & borrower from time to time in accordance with the interest rate policy or such other policy as may be adopted by the Audit Committee of the Investment Manager of the Issuer from time to time in accordance with applicable law. For the quarter ended 30 June 2026 interest rate is 8.05% per annum and was 8.15% per annum for the year ended 31 Mar 26.
   B. Terms of Repayment: Either bullet repayment on the date falling at the end of 15 (fifteen) years from the first drawdown date or such other date as may be mutually agreed between the lender and the borrower in writing. Further, at any time prior to the repayment date, the borrower may on any date, prepay the whole or any part of the loan outstanding.
   C. Security: These loans are unsecured in nature.
   D. Penalty and default: In case of default, the Lender may, in its sole discretion, by notice cancel the facility and declare all loan outstanding due to the lender to be due and payable within such time as may be intimated by the lender and exercise any other rights available under law and/or the financing documents. There are no further clauses in relation to penalty.
   E. Prepayment: There are no provisions in relations to prepayment.

(f) **The aggregate number of securities of the issuer company and its subsidiary companies purchased or sold by the promoter group, and by the directors of the company which is a promoter of the issuer company, and by the directors of the issuer company and their relatives, within six months immediately preceding the date of filing the issue document with the Registrar of Companies, shall be disclosed:**

Not applicable for Issuer.

(g) **The matters relating to:**

(i) material contracts:

The following contracts are or may be deemed material

A. Debenture Trust Deed of the Issuer;
B. Certificate of registration granted by SEBI;
C. Investment Manager Agreement;
D. Debenture Trust Agreement entered between the Issuer and Debenture Trustee;
E. Debenture Trust Deed entered between the Issuer and Debenture Trustee;
F. Credit rating communication letter from the Credit Rating Agencies;
G. Consent from Catalyst Trusteeship Limited to act as debenture trustee;
H. Consent from MUFG Intime India Private Limited (formerly known as Link Intime India Private Limited) to act as the Registrar and Transfer Agent;
I. Security Documents in relation to the Issue.

(ii) time and place at which the contracts together with documents will be available for inspection from the date of the Key Information Document until the date of closing of subscription list:

These contracts and also the documents for inspection referred to hereunder, may be inspected as follows:

A. Constitutional documents of the Issuer can be inspected at the principal place of business of the Issuer from 11:00 A.M. to 4:00 P.M., on all Working Days.
B. Debenture Documents in relation to the Issue can be inspected at the office of the Debenture Trustee .

(h) **The summary of reservations or qualifications or adverse remarks of auditors in the three financial years immediately preceding the year of issue of this Key Information Document, and of their impact on the financial statements and financial position of the Issuer, and the corrective steps taken and proposed to be taken by the Issuer for each of the said reservations or qualifications or adverse remarks**

No reservations or qualification or adverse remarks by Auditors since last 3 financials years immediately preceding the year of issue.

(i) **The details of:**

(i) any inquiry, inspections or investigations initiated or conducted under the securities laws or Companies Act, 2013 (18 of 2013) or any previous companies law (as applicable) in the three years immediately preceding the year of issue of issue document in the case of the Issuer being a company and all of its subsidiaries:

Except as disclosed in the latest half yearly and/or annual report of the Issuer (link - Mindspace Business Parks REIT) , to the extent such inquiries, inspections or investigations deal with Companies Act or securities laws or any previous companies law (as applicable), and as per its extant materiality policy, there are no inquiries, inspections or investigations initiated or conducted under the securities laws or Companies Act or any previous companies law (as applicable) in the three years immediately preceding the year of issue of this Key Information Document in the case of the Issuer and its Group SPVs.

(ii) prosecutions filed, if any (whether pending or not) in the three years immediately preceding the year of issue of issue document in the case of the issuer being a company and all of its subsidiaries:

Except as disclosed in the latest half yearly and/or annual report of the Issuer – (link -

Mindspace Business Parks REIT) , and as per its extant materiality policy, there are no prosecutions filed, if any (whether pending or not) in the three years immediately preceding the year of issue of this Key Information Document in the case of the Issuer and its Group SPVs.

(iii) fines imposed or offences compounded, in the three years immediately preceding the year of issue of issue document in the case of the issuer being a company and all of its subsidiaries:

Except as disclosed in the latest half yearly and/or annual report of the Issuer – (link - Mindspace Business Parks REIT), and as per its extant materiality policy, and submitted to the stock exchanges on which its Units (Issuer) are listed from time to time.

MBPPL received an e-mail from BSE for non-compliance with the “SEBI Single Circular for Listing Obligations and Disclosure Requirements for Non-Convertible Securities, Securitized Debt Instruments and/or Commercial Paper” dated July 29, 2022 and non-compliance with Regulation 50(1) and 60(2) of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015, as amended, for the quarters ended June 30, 2022 and March 31, 2023, respectively and accordingly imposed fines of INR 17,700 (Indian Rupees seventeen thousand seven hundred only) for the abovementioned non-compliances. MBPPL made a representation for waiver of the fines imposed through emails dated September 15, 2022 and May 5, 2023. The representations for waiver were rejected by the “Request Review Committee for Waiver of Fines Levied under Standard Operating Procedure”. Accordingly, MBPPL has paid the fines.

Sundew Properties Limited received an email from BSE for non-compliance with the “SEBI Single Circular for Listing Obligations and Disclosure Requirements for Non-Convertible Securities, Securitized Debt Instruments and/or Commercial Paper” dated July 29, 2022 and non-compliance of Regulation 60(2) of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015, as amended, for the quarter ended June 30, 2022 and accordingly imposed fine of INR 11,800 (Indian Rupees eleven thousand eight hundred only) for the abovementioned non-compliance. Sundew made a representation for waiver of the fines imposed through email dated May 5, 2023. The representations for waiver was rejected by the “Request Review Committee for Waiver of Fines Levied under Standard Operating Procedure”. Accordingly, Sundew has paid the fine.

DECLARATION

The Investment Manager hereby declares that this Key Information Document read with General Information Document dated July 9, 2026, contains full disclosure in accordance with SEBI Debt Regulations, the Companies Act and rules thereunder and circulars issued thereunder, as may be applicable.

The Investment Manager also confirms that this Key Information Document does not omit disclosure of any material fact which may make the statements made therein, in the light of the circumstances under which they are made, misleading. The Key Information Document also does not contain any false or misleading statement in any material respect.

Investors are advised to read the risk factors carefully before taking an investment decision in this Issue. For taking an investment decision, investors must rely on their own examination of the Issuer and the offer including the risks involved. The Debentures have not been recommended or approved by any regulatory authority in India, including the SEBI nor does SEBI guarantee the accuracy or adequacy of this Key Information Document. Specific attention of investors is invited to the statement of ‘Risk Factors’ as mentioned in the General Information Document.

The Investment Manager having made all reasonable inquiries, accepts responsibility for and confirms that all the information contained in this Key Information Document with regard to the Issuer and the Issue is true and correct in all material aspects and is not misleading in any material respect and that the opinions and intentions expressed herein are honestly held and that there are no other facts, the omission of which make this document as a whole or any of such information or the expression of any such opinions or intentions misleading in any material respect.

The Investment Manager accepts no responsibility for the statements made otherwise than in this Key Information Document or in any other material issued by or at the instance of the Investment Manager and that anyone placing reliance on any other source of information would be doing so at his own risk. The Investment Manager declares that all the relevant provisions of the relevant regulations or guidelines issued by SEBI and other applicable laws have been complied with and no statement made in this Key Information Document is contrary to the provisions of the regulations or guidelines issued by SEBI and other applicable law, as the case may be.

The Investment Manager also confirms that the permanent account number, aadhaar number, driving license number, bank account number(s), passport number and personal addresses of the Sponsors (as applicable) and permanent account number of directors / trustees / officers of the Sponsors (as applicable) have been submitted to the Stock Exchange on which the Debentures are proposed to be listed, at the time of filing the Key Information Document.

The Issuer has no side letter with any debt securities holder except the one(s) disclosed in the Key Information Document. Any covenants later added shall be disclosed on the Stock Exchange website where the Debentures are listed.

The Investment Manager accepts no responsibility for statements made otherwise than in this Key Information Document or any other material issued by or at the instance of the Issuer and anyone placing reliance on any other source of information would be doing so at his/her/their own risk. The information contained in this Key Information Document is applicable to privately placed debt securities and subject to information available with the Issuer. The extent of disclosures made in the Key Information Document is materially consistent with disclosures permitted by regulatory authorities to the issue of securities made by Issuer in the past.

Declaration by the Authorized Signatories of the Investment Manager

The monies received under the Issue shall be used only for the purposes and objects indicated in the Key Information Document.

We, Mridul Gupta, (Company Secretary & Compliance Officer) and Preeti Chheda (Chief Financial Officer) are the persons authorized by the board of directors of the Investment Manager of the Issuer vide resolutions dated July 17, 2023 and April 15, 2025 read with the resolutions passed by the executive committee constituted by the board of directors of the Investment Manager dated July 09, 2026, to sign this Key Information Document and declare that the subject matter of this Key Information Document and matters incidental thereto have been complied with. We further declare that:

a. the Issuer is in compliance with the provisions of the Companies Act, 2013, the Securities Contracts (Regulation) Act, 1956 and the Securities and Exchange Board of India Act, 1992 and the rules and regulations made thereunder;

b. the compliance with the Companies Act, 2013 and the Securities and Exchange Board of India Act, 1992 and the rules made thereunder does not imply that payment of Coupon or repayment of the Debentures, is guaranteed by the central government;

c. the monies received under the Issue shall be used only for the purposes and objects indicated in the Key Information Document;

d. whatever is stated in this Key Information Document and in the attachments thereto is true, correct and complete and no information material to the subject matter of this form has been suppressed or concealed and is as per the original records maintained by the Promoters (Sponsors) subscribing to the Trust Deed. It is further declared and verified that all the required attachments have been completely, correctly and legibly attached to this form;

e. the contents of this Key Information Document have been perused by the board of directors of the Investment Manager, and the final and ultimate responsibility of the contents mentioned herein lies with the board of directors of the Investment Manager; and

the undersigned are duly authorized to attest this declaration by the board of directors of the Investment Manager by a resolution dated July 17, 2023 and April 15, 2025 (copies of which are annexed to this Key Information Document as Annexure VIII) read with the resolutions passed by the executive committee of the Investment Manager dated July 09, 2026 (a copy of resolution dated July 09, 2026 is annexed to this Key Information Document as Annexure VII).

For and on behalf of Mindspace Business Parks REIT
(acting through its Manager K Raheja Corp Investment Managers Private Limited)

PREETI NAVEEN CHHEDA
Digitally signed by PREETI NAVEEN CHHEDA
Date: 2026.08.25 16:52:24 +05'30'

Preeti Chheda
Chief Financial Officer

MRIDUL GUPTA
Digitally signed by MRIDUL GUPTA
Date: 2026.08.25 16:52:54 +05'30'

Mridul Gupta
Company Secretary & Compliance Officer

Date: August 19, 2026
Place: Mumbai

Annexure I

CREDIT RATING COMMUNICATION LETTER AND RATING RATIONALE FROM THE CREDIT RATING AGENCY

[*annexed separately*]

Annexure II
IN PRINCIPLE APPROVAL

[*annexed separately*]

Annexure III

CONSENT LETTER OF THE DEBENTURE TRUSTEE

[*annexed separately*]

Annexure IV

FORMAT OF APPLICATION FORM

Mindspace Business Parks REIT

Principal Place of Business: Raheja Tower, Block ‘G’, C-30, Bandra Kurla Complex, Bandra (East), Mumbai - 400 051

Phone: +91 2656 4000; Website: www.mindspacereit.com

Corporate Office: Raheja Tower, Block ‘G’, C-30, Bandra Kurla Complex, Bandra (East), Mumbai - 400 051

Phone: +91 2656 4000; Website: www.mindspacereit.com

APPLICATION FORM FOR PRIVATE PLACEMENT OF LISTED, RATED, UNSECURED, NON-CUMULATIVE, TAXABLE, TRANSFERABLE, REDEEMABLE NON-CONVERTIBLE DEBENTURES OF FACE VALUE OF INR 1,00,000 (INDIAN RUPEES ONE LAKH ONLY) EACH (THE “DEBENTURES”) ON A PRIVATE PLACEMENT BASIS (THE “ISSUE”)

Addressed to: [•]

Date of Application: ______, 2026

Dear Sir/Madam,

We have received, read, reviewed and understood all the terms and conditions contained in the key information document dated____________(“**Key Information Document**”).

Now, therefore, we hereby agree to subscribe to such number of Debentures as mentioned hereunder in this application form, subject to the terms of issue of Debentures as specified in the Key Information Document, and the Debenture Trust Deed executed by and between Mindspace Business Parks REIT (**Issuer**) acting though its Investment Manager, K Raheja Corp Investment Manager Private Limited and Catalyst Trusteeship Limited dated _________________(**Debenture Trust Deed**). We undertake to make payment for the subscription of the Debentures in the manner provided in the Debenture Trust Deed and the Key Information Document. We undertake that we will sign all such other documents and do all such other acts, if any, that may be reasonably required to be done on our part in accordance with applicable law to enable us to be registered as the holder(s) of the Debentures which may be allotted to us.

We authorise you to place our name(s) on the Register of Debenture Holders of the Issuer that may be maintained in the depository system and to register our address(es) as given below.

The certified true copies of (i) Board resolution (if applicable) / letter of authorization (if applicable), and (ii) specimen signatures of authorised signatories of the applicants, are enclosed herewith.

Capitalised terms, unless defined herein shall have the meaning given to the term in the Debenture Trust Deed and/or the Key Information Document, as the context may require.

The details of the application are as follows:

	In Figures	***In words***	Date:
No. of Debentures			FOR OFFICE USE ONLY
Amount (Rs)			Date of receipt of Application Sl. No:

Name of Applicant	
Occupation/Business	
Nationality	
Complete address	
Phone number	
Email	
PAN	
IT Circle/Ward/District	
Bank account details	
Tick whichever is applicable:	
(a) The applicant is not required to obtain Government approval under the Foreign Exchange Management (Non-debt Instruments) Rules, 2019 prior to subscription of Debentures/	
(b) The applicant is required to obtain Government approval under the Foreign Exchange Management (Non-debt Instruments) Rules, 2019 prior to subscription of Debentures and the same has been obtained, and is enclosed herewith.-	

I/We the undersigned, want to hold the Debentures of the Issuer in the dematerialised form. Details of my/our Beneficiary Account are given below:

DEPOSITORY NAME	**NSDL ( )**	**CDSL ( )**
DEPOSITORY PARTICIPANT NAME		
DP-ID		
BENEFICIARY ACCOUNT NUMBER		

Yours faithfully,
For _________________________

(Name and Signature of Authorised Signatory)

Enclosures: (i) Board resolution / letter of authorization
(ii) specimen signatures of authorised signatories of the applicants

INSTRUCTIONS

1. Application must be completed in full BLOCK LETTERS IN ENGLISH except in case of signature. Applications, which are not complete in every respect, are liable to be rejected.

2. Signatures should be made in English.

3. The Debentures are being issued at par to the face value. Full amount has to be paid on application per Debenture applied for. Applications for incorrect amounts are liable to be rejected. Face Value: INR 1,00,000 (Indian Rupees one lakh only) each.

4. Money orders or postal orders will not be accepted. The payments can be made by NEFT/ RTGS, the details of which are given below. Payment shall be made from the bank account of the person subscribing. In case of joint-holders, monies payable shall be paid from the bank account of the person whose name appears first in the application.

5. No cash will be accepted.

6. The applicant should mention its permanent account number or the GIR number allotted to it under the Income Tax Act, 1961 and also the relevant Income-tax circle/ward/District, if applicable.

7. Applications under power of attorney/relevant authority:

   In case of an application made under a power of attorney or resolution or authority to make the application a certified true copy of such power of attorney or resolution or authority to make the application and the memorandum and articles of association and/or bye-laws of the investor must be attached to the application form at the time of making the application, failing which, the Issuer reserves the full, unqualified and absolute right to accept or reject any application in whole or in part and in either case without assigning any reason therefore. Further any modifications / additions in the power of attorney or authority should be notified to the Issuer at its registered office. Names and specimen signatures of all the authorised signatories must also be lodged along with the submission of the completed application.

8. An application once submitted cannot be withdrawn. The applications should be submitted during normal banking hours at the office mentioned below:

   Address: Raheja Tower, Block 'G', Plot No. C-30, Bandra Kurla Complex, Bandra (East) Mumbai 400051

9. The applications would be scrutinised and accepted as per the terms and conditions specified in this Key Information Document.

10. Any application, which is not complete in any respect, is liable to be rejected.

11. The investor / applicant shall apply for the Debentures in electronic, i.e., dematerialised form only. Applicants should mention their Depository Participant's name, DP-ID and Beneficiary Account Number in the application form. In case of any discrepancy in the information of Depository/Beneficiary Account, the Issuer shall be entitled to not credit the beneficiary's demat account pending resolution of the discrepancy.

12. The applicant is requested to contact the office of the Issuer as mentioned above for any clarifications.

13. Over and above the aforesaid terms and conditions, the Debentures, if any issued under this Key Information Document, shall be subject to the Key Information Document, the relevant Debenture Trust Deed.

14. Payments must be made by RTGS to the Bank Account (ICCL):

Beneficiary Name	INDIAN CLEARING CORPORATION LTD
Name of Beneficiary Bank	ICICI Bank
Account number of Beneficiary Bank	ICCLEB

IFSC Code of Beneficiary Bank	ICIC0000106

Annexure V
Covenants and Undertakings

1.1 **Financial Statements and Accounts**

(a) The Issuer shall supply to the Debenture Trustee within 180 (one hundred and eighty) days after the end of each Financial Year the standalone and consolidated audited annual Financial Statements of the Issuer for that Financial Year.

(b) The Issuer shall supply to the Debenture Trustee within 60 (sixty) days after the end of each Financial Half Year, the standalone and consolidated Financial Statements of the Issuer for that Financial Half Year.

1.2 **Compliance Certificate**

The Issuer shall provide to the Debenture Trustee, within 60 (sixty) days from each Financial Covenant Testing Date, a compliance certificate signed by statutory auditor or such other person as mandatorily prescribed under extant Applicable Laws, confirming compliance with the financial covenants as specified in paragraph 2.13 (*Financial Covenants*) of Schedule 5 (*Covenants and Undertakings*) of Part A (*Statutory information pertaining to issuance of non-convertible debentures*) of the Debenture Trust Deed.

1.3 **Requirements regarding Debentures**

(a) The Issuer shall submit a quarterly report, certified by an independent chartered accountant, to the Debenture Trustee containing the following particulars:

(i) updated list of names and addresses of all Debenture Holders;

(ii) details (if any) of any amount due but unpaid in respect of any Debenture and reasons for the same; and

(iii) the number and nature of grievances received from the Debenture Holders along with details of grievances: (A) resolved by the Issuer, and (B) unresolved by the Issuer and reasons for the same; and

(iv) such other information as may be reasonably requested by the Debenture Trustee.

(b) The Issuer shall, on the Record Date falling immediately prior to the date on which any payment is required to be made to the Debenture Holders in accordance with the Debenture Document, provide an updated list of names, addresses and account numbers of all Debenture Holders to the Debenture Trustee. For the removal of doubts, the obligations of the Issuer in relation to the payment of Coupon and/or the Redemption Amounts in accordance with the Debenture Document shall stand duly and validly discharged upon payment to the Debenture Holders as identified on the Record Date notwithstanding any subsequent transfer of the Debentures by the Debenture Holders after such Record Date.

(c) The Issuer further undertakes that in the event there is any change in the details of the account from which the Issuer proposes to the discharge the Debt, the Issuer shall, promptly, within 3 (three) Business Day from the date of such change, notify the Debenture Trustee, in accordance with Applicable Laws.

(d) The Issuer shall provide the Debenture Trustee all information/ documents required to be submitted to the Debenture Trustee, to enable it to carry out the due diligence and monitoring of the Debentures in accordance with Applicable Law (including but not limited to SEBI Debenture Trustee Master Circular, the Operational Framework, the Debt Listing Regulations and all other rules, circulars, regulations, notifications, guidelines and directions issued by SEBI and applicable to the Debentures from time to time); and necessary reports / certificates to the relevant Stock Exchange(s) / SEBI, the Operational Framework and shall make the necessary disclosures on its website, in terms of the SEBI Debenture Trustee Master Circular, as amended and supplemented from time to time.

1.4 **Information: Miscellaneous**

The Issuer shall supply to the Debenture Trustee:

(a) within 45 (forty five) days upon becoming aware of them, save and except as already disclosed in the General Information Document and/ or the Key Information Document, the details of any material litigation, arbitration, investigative or administrative proceedings which are current, or pending against the Guarantor, and which might, if adversely determined, have an adverse impact, on its ability to meet its obligations under the Debenture Documents to which it is a party;

(b) within 15 (fifteen) days, if it has notice of any application for winding up, dissolution, administration or re-organisation having been made or any statutory notice of winding up, dissolution, administration or re-organisation has been given to the Issuer or the Guarantor or otherwise of any suit or other legal process intended to be filed or initiated against the Issuer or if a receiver, administrator, administrative receiver, trustee or other similar officer is appointed in respect of any of properties or business or undertaking of the Issuer, information in respect thereof;

(c) promptly, and in any event within 7 (seven) Business Days of request, such further information regarding the financial condition, business and operations of any the Issuer as the Debenture Trustee or a Debenture Holder (through the Debenture Trustee) may request including for the purpose of compliance with ‘know your customer’ requirements under Applicable Law;

(d) promptly and in any event within 7 (seven) Business Days upon becoming aware, notice of the occurrence of an Event of Default, and the steps, if any, taken by the Issuer to rectify the same;

(e) promptly and in any event within 7 (seven) Business Days upon request, such other information as may be required by the Debenture Holders or the Debenture Trustee (in each case, acting reasonably) from time to time including as per Applicable Law; and

(f) promptly and in any event within 7 (seven) Business Days, inform the Debenture Trustee in case of change in Investment Manager or the REIT Trustee, if applicable.

1.5 **Books and Records**

(a) The Issuer shall keep proper books of record and account as required by the REIT Regulations and maintain proper accounting, management information and control systems in accordance with GAAP and make true and proper entries of all dealings and transactions in relation to the business of the Issuer and keep such books of account and all other books, registers and other documents relating to the affairs of the Issuer at its registered office.

(b) Upon the request of the Debenture Trustee with a prior notice of at least 2 (two) Business Days (which prior notice requirement shall not apply if an Event of Default has occurred), the Issuer shall provide the Debenture Trustee and any of its representatives, professional advisers and contractors with access to and permit them to, at the reasonable cost (which reasonable cost requirement shall not apply if an Event of Default has occurred), of the Issuer:

(i) visit and carry out technical, legal, or financial inspections or audits of the books of accounts, assets, premises and properties of the Issuer during normal business hours;

(ii) examine, inspect, audit and make copies of the books and records of the Issuer and in each case at reasonable times; and

(iii) discuss the affairs, finances and accounts of the Issuer with, and be advised as to the same, by the relevant officers.

1.6 Notwithstanding anything to the contrary stated in any Debenture Document, any disclosure by the Issuer shall be strictly in accordance with Applicable Law and the Issuer shall not share, disclose or otherwise provided access to any "unpublished price sensitive information" (as defined therein) to any Finance Party.

2 GENERAL UNDERTAKINGS

2.1 Authorisations

The Issuer shall promptly:

(a) obtain, comply with and do all that is necessary to maintain in full force and effect; and

(b) supply certified copies to the Debenture Trustee of,

any Authorisation required under Applicable Law to enable it to perform its obligations under any Debenture Document (including, without limitation, in connection with any payment to be made thereunder) and to ensure the legality, validity, enforceability or admissibility in evidence in its jurisdiction of incorporation of any Debenture Document or otherwise required for maintaining its corporate existence and carrying on its business.

2.2 Compliance with Laws

(a) The Issuer shall comply in all respects with all Applicable Law to which it may be subject.

(b) Without prejudice to the generality of sub-paragraph (a) of paragraph 2.2 (*Compliance with Laws*) of Schedule 5 (*Covenants and Undertakings*) of Part A (*Statutory information pertaining to issuance of non-convertible debentures*) of the Debenture Trust Deed, the Issuer shall comply in all respects with any circular, guideline, direction, notification or rule issued by any Governmental Authority with respect to the Issue including but not limited to the LODR Regulations, SEBI (Prohibition of Insider Trading) Regulations, 2015, the Debt Listing Regulations, SEBI Debenture Trustee Master Circular and the EBP Guidelines as amended, modified, supplemented and applicable to the Issuer from time to time.

2.3 Recovery expense fund

(f) The Issuer agrees and undertakes to create and maintain a recovery expense fund, as may be applicable, in accordance with Regulation 11 of the Debt Listing Regulations, and the SEBI Debenture Trustee Master Circular, and if during the currency of these presents, any guidelines are formulated (for modified or revised) by any Governmental Authority having authority under Applicable Law in respect of creation of the recovery expense fund within the timelines prescribed under Applicable Law. The Issuer shall abide by such guidelines and issue supplemental letters, agreements and deeds of modification, as may be required, by the Debenture Holders or the Debenture Trustee and shall also cause the same to be registered, where necessary subject to the same being applicable.

(g) The Debenture Trustee shall follow the procedure set out in the SEBI Debenture Trustee Master Circular for utilisation of the "Recovery Expense Fund" and be obligated to keep proper account and receipt of all expenses and costs including but not limited to legal expenses, hosting of meetings etc., incurred out of the "Recovery Expense Fund".

(h) Upon the occurrence of an Event of Default, the Debenture Trustee shall, after obtaining consent of Debenture Holders for enforcement in the manner set out in the Debenture Documents, inform the Stock Exchange seeking release of the "Recovery Expense Fund".

(i) The balance in the "Recovery Expense Fund" shall be refunded to the Issuer on repayment of the Debt in accordance with the terms of the Debenture Documents for which a 'No Objection Certificate' shall be issued by the Debenture Trustee to the Stock Exchange. The Debenture Trustee shall satisfy itself that there is no 'default' on any other listed debt securities of the Issuer before issuing such 'No Objection Certificate'.

(j) The Issuer hereby agrees and undertakes that if any further guidelines are formulated (or modified or revised) by any Governmental Authority in respect of creation of the debenture redemption reserve and investment of monies lying therein and/or the recovery expense fund, the Issuer shall duly abide by such guidelines and execute all such supplemental letters, agreements and deeds of modification as may be required by the Debenture Trustee.

2.4 Corporate guarantee

(a) *Corporate Guarantee*

The Issuer shall cause the Guarantor to provide an unconditional and irrevocable corporate guarantee in favour of the Debenture Trustee, in accordance with the terms of the Corporate Guarantee, for securing the payment obligations of the Issuer to the Finance Parties pursuant to the issuance of Debentures.

(b) *Other provisions*

The guarantee provided by or pursuant to the Corporate Guarantee, is in addition and without prejudice to any other Security, indemnity or other right or remedy which any Finance Party may now or hereafter hold or have in connection with the Debentures or part thereof, and shall neither be merged in, or in any way exclude or prejudice, or be affected by any other Security, right of recourse or other right whatsoever (or the invalidity thereof) which such Finance Party may now or at any time hereafter hold or have (or would apart hold or have) as regards the Issuer or any other person in respect of the Debentures.

2.5 Mergers, Acquisitions and Restructuring

The Issuer is permitted to undertake any/all Permitted Acquisition without the need of any prior consent / approval of the Debenture Trustee. Save and except any Permitted Acquisition, the Issuer shall not without the prior consent of the Debenture Trustee, enter into any transaction of amalgamation, demerger or merger with any entity or any transaction of merger, corporate reconstruction, reorganization or restructuring which is prejudicial to any of the rights of the Finance Parties under the Debenture Documents or enter into any scheme or arrangement or compromise with its financial creditors or Unitholders (as applicable).

2.6 Pari passu

The Issuer shall ensure that its obligations under the Debenture Documents rank at all times at least *pari passu* in right of priority and payment with the claims of all unsubordinated creditors, except for obligations mandatorily preferred by law applying to real estate investment trusts generally.

2.7 Conduct of business

(a) The Issuer shall conduct its business in accordance with Applicable Laws including the REIT Regulations.

(b) The Issuer shall not change its business from that being carried on by it as on the Effective Date, without prior consent of the Debenture Trustee.

2.8 Dissolution

The Issuer shall not take any steps for official management, bankruptcy, liquidation, winding-up or dissolution.

2.9 Taxes

(a) The Issuer shall pay and discharge all Taxes, rates, rents and governmental charges applicable upon it and its assets before penalties become attached thereto.

(b) The above sub-paragraph (a) of paragraph 2.9 (*Taxes*) of Schedule 5 (*Covenants and Undertakings*) of Part A (*Statutory information pertaining to issuance of non-*

convertible debentures) of the Debenture Trust Deed does not apply to any Taxes:

(i) being contested by the Issuer in good faith and in accordance with the relevant procedures; or

(ii) which have been disclosed in its financial statements or returns filed under Tax Act or Tax Rule; or

(iii) where payment can be lawfully withheld and will not result in the imposition of any penalty.

(c) The Issuer shall make all filings required under Applicable Law and regulations (including, without limitation, the obligations to file regular Tax returns with any Governmental Authority).

2.10 Redressal of grievances

The Issuer shall promptly but not later than a period of 21 (twenty one) days, attend to and redress grievances, if any, of the Debenture Holders, and the Issuer shall comply with directions that may be given by the Debenture Trustee in this regard.

2.11 Amendments, Waivers, etc.

The Issuer shall not amend its constitutional documents in any manner which may adversely affect the interests of the Debenture Holders.

2.12 Negative Pledge

The Issuer shall, at all times until the Debt has been discharged in full to the satisfaction of the Debenture Holders, directly or indirectly hold at least 50% (fifty per cent.) of the equity shares of the Guarantor (on a fully diluted basis).

2.13 Financial Covenants

For the purpose of this paragraph 2.15 (*Financial Covenants*) of Schedule 5 (*Covenants and Undertakings*) of Part A (*Statutory information pertaining to issuance of non-convertible debentures*) of the Debenture Trust Deed:

"**Cash and Cash Equivalent**" means cash in hand, any credit balance or any cash equivalent, or fixed deposits with any maturity which can be redeemed at any time.

"**Loan to Value Ratio**" means Net Total Debt divided by the value of assets of the Issuer (held directly or indirectly), and expressed as a percentage.

"**Net Operating Income"/** "**NOI**" means revenues from operations less: direct operating expenses (which includes maintenance services expense, property tax, insurance expense, cost of material sold and cost of power purchased, if any).

In the case of any Permitted Acquisition where the accounting treatment provides for consolidation of such asset that has been acquired by the Issuer, NOI of such asset for the corresponding period, in accordance with the available financials, books of account and other relevant records for the corresponding calculation period, shall be calculated on proforma basis, in accordance with the available financials, books of account and other relevant records for the corresponding calculation period and shall be added, without double counting, for the purpose of calculation of the financial covenants. In case of Permitted Acquisition, NOI shall also include income support (including any such support being capitalized in the balance sheet if any). Further, in case of Permitted Acquisition, if the rent received is only for a partial period or consolidation of financials of such acquisition is only for a partial period within the trailing 12 (twelve) months under consideration, NOI shall be annualized for the entire 12 (twelve) months. Further, in case any agreement has been entered into with a tenant who commits to take up space and rent start for that space has not happened in covenant calculation period, annualized rent for such period shall be included in NOI calculation of the trailing 12 (twelve) months under consideration. Further, in case of Operational Asset, if the occupation certificate is received within the trailing 12 (twelve) months under consideration, NOI shall be annualized for the entire 12 (twelve) months period. In case of annualization of NOI, if it is not possible to calculate exact NOI, such NOI can be calculated in proportion to rent.

"**Net Total Debt**" means the external Financial Indebtedness (Financial Covenants) (including without limitation, all principal amounts, accrued but unpaid coupon, interest, additional interest, redemption premium and all other amounts payable thereunder but excluding any guarantees issued by the Group (REIT) or the Guarantor) availed by the Group (REIT) without any double counting less Cash and Cash Equivalents.

"**Net Total Debt to NOI ratio**" means the ratio of Net Total Debt to NOI.

Notwithstanding anything contained herein or in any other Finance Document, for the purpose of all financial covenants, calculations and related financial parameters (including debt, assets, income and liabilities):

(i) where the Issuer holds, directly or indirectly, less than 100% ownership or economic interest in any SPV or holding company, the financials or valuation of such entity shall be considered on a proportionate basis corresponding to the Issuer's effective ownership or economic interest therein; and

(ii) where the Issuer holds, directly or indirectly, 100% ownership or economic interest in any such entity, the financials or valuation of such entity shall be consolidated at 100%.

"**Operational Asset**" in respect of NOI means any asset operationalized during the trailing twelve-month period.

(a) **Financial condition**

The Issuer undertakes that on each Financial Covenant Testing Date until the Scheduled Redemption Date it shall remain in compliance with the following financial ratios on a Consolidated Basis:

(a) Net Total Debt / NOI <= 6.00x; and

(b) Loan to Value Ratio <= 49% (forty nine per cent.).

(b) **Financial Testing**

The financial covenants set out in this paragraph 2.13 (*Financial Covenants*) of Part A (*Statutory information pertaining to issuance of non-convertible debentures*) of the Debenture Trust Deed Deed shall be calculated as set out in this paragraph and tested semi-annually no later than 60 (sixty) days from the end of every Financial Half Year until the Scheduled Redemption Date (the "**Financial Covenant Testing Date**") by reference to the audited financial statements of the Financial Year ending immediately prior to such Financial Covenant Testing Date. The first Financial Covenant Testing Date shall be the date falling on or prior to the expiry of 60 (sixty) days from the end of September 30, 2026. Provided that, in the event of any Permitted Acquisition, the Issuer may, in its sole discretion, with respect to the acquired entity, rely on available financials, books of account and other relevant records (determined at the sole discretion of the Issuer) for the purposes of calculating/determining the financial covenants.

(c) **Permitted Acquisitions**

It is hereby clarified that, notwithstanding anything to the contrary contained in the Debenture Trust Deed, in the event of any Permitted Acquisition, the financial covenant calculation is permitted to factor in annualization of financials of acquired entity from date of consolidation of financial numbers or lease commencement date(s) whichever is later until the time 1 (one) full Financial Years' rent numbers are available in connection with the acquired entity. The manner in which such calculation is to be made and whether at all such calculation is required to be made shall be at the sole determination of the Issuer.

2.14 Issuer Undertakings

The Issuer shall not except with the prior written approval of the Debenture Trustee, or unless otherwise permitted/provided in the Debenture Documents:

(a) enter into any partnership, profit sharing, royalty or other such arrangement, except in the ordinary course of business, by which any of its income or profits might be shared with a third party;

(b) appoint any statutory auditor other than any Big Four accounting firm; and/ or

(c) change its financial year (except as may be mandatorily required under the Applicable Law) and the accounting policies followed by it; which has an adverse impact on performance of the Issuer's obligations under the Debenture Documents.

2.15 Other Undertakings

(d) The Issuer shall ensure that K Raheja Corp Group maintains at least 26% (twenty six per cent.) unit holding and control of the Issuer (directly or indirectly) during the tenure of the Debentures;

(e) The Issuer shall ensure that K Raheja Corp Group maintains Controlling Interest of the Investment Manager and the management control of the Investment Manager;

(f) The Issuer shall ensure that till the Scheduled Redemption Date, it holds (directly or indirectly) at least 50% (fifty per cent.) of the share capital of the Guarantor and control the Guarantor;

(g) The Issuer shall not file any voluntary insolvency or winding up petition under any Applicable Law.

(h) The Issuer shall ensure that the Sponsor shall continue to remain an entity of the K Raheja Corp Group until the Scheduled Redemption Date.

(i) The Issuer shall, on a half yearly basis, obtain a certificate from its statutory auditor confirming the compliance with the covenants as set out under the Debenture Documents in the manner as prescribed under Applicable Laws from time to time.

(j) The Issuer shall provide the details of the designated account out of which the Issuer proposes to discharge the Debt with respect to the outstanding Debentures, as required under Applicable Law.

(k) The Issuer shall ensure that there is no Change in Control until the Final Settlement Date.

(l) The Issuer shall ensure that (i) it is not rated under the "non-cooperating category" by any SEBI registered rating agency; and (ii) no SEBI registered rating agency has suspended the outstanding credit rating of the Issuer until the discharge of the Debt.

(m) The Issuer shall ensure that the Group SPVs shall not incur any Financial Indebtedness which contains terms restricting the Group SPVs from making distributions to the Issuer other than upon the occurrence of an Event of Default.

(n) The Issuer shall ensure that upon occurrence of an Event of Default, any Financial Indebtedness availed by the Guarantor or / and by the Issuer from any member of the Group (REIT) (including Financial Indebtedness availed from the Issuer) shall be subordinated to the Debt under the Debenture Trust Deed.

2.16 Wilful Defaulter

In the event any officer of the Issuer, any member of the board of directors of the Investment Manager or any Sponsor (as applicable) is identified as wilful defaulter, the Issuer shall take expeditious and effective steps for removal of such person.

2.17 Information Provision

The Issuer undertakes to provide all such information as may be required in relation to the credit assessment of the Issuer including, but not be limited to, latest financial information, rating letter and rating rationale, copies of the resolutions authorizing the borrowing and the latest profile in a timely manner and in the form and substance satisfactory to the Debenture Trustee.

2.18 End use

The funds raised by the issuance of the Debentures shall be utilised by the Issuer in the manner as set out under Clause 3.6 (*Use of Issue Proceeds*) of the Debenture Trust Deed.

2.19 REIT undertakings

Other than: (a) Permitted Acquisition; (b) Permitted Disposal; and (c) transactions, events and/or actions otherwise permitted, allowed and/or not restricted under the Debenture Documents, the Issuer shall not except with the prior written approval of the Debenture Trustee:

(o) give loans and advances or lend money to any entity or carry out investment (in the form of loans and advances) in any instrument save and except the following:

(i) any financing, loan, advance or investment (including by way of a shareholder debt) granted by the Issuer to any member of the Group (REIT), any member of the Sponsor Group or the K Raheja Corp Group; and/or

(ii) any financing, loan, advance or investment (including by way of a shareholder debt) granted by the Issuer for the acquisition of assets for a Permitted Acquisition or any transaction on a forward purchase consideration basis;

(p) other as provided in (a) above, undertake any treasury transaction unless:

(i) the relevant investee entity is, at the time of such investment, rated 'AA' or higher by a SEBI registered rating agency; or

(ii) the investment comprises of liquid fixed deposits maintained with any bank or financial institution which have a credit rating of either AA or higher by any SEBI registered rating agency; or

(iii) the investment comprises of bonds issued by the Government of India or by any agency of the Government of India which have a credit rating of AA or higher by any SEBI registered rating agency; or

(iv) the investment comprises of any liquid funds which have a credit rating of A1 or higher by any SEBI registered rating agency; or

(v) the investment comprises of mutual funds which have a credit rating of AA or higher by any SEBI registered rating agency; or

(vi) the investment is in the form of any other debt security approved by the Debenture Trustee; or

(q) enter into any partnership, profit sharing, royalty or other such arrangement, except in the ordinary course of business, by which any of its income or profits might be shared with a third party.

2.20 Delay in execution of the Debenture Trust Deed

In case of delay in execution of the Debenture Trust Deed within the period specified under regulation 18 (2) of Debt Listing Regulations i.e. prior to the application for listing of debentures without prejudice to any liability arising on account of violation of the provisions of the Companies Act and these regulations, the Issuer shall also pay interest of at least 2% (two) percent per annum or such other rate, as specified by SEBI, to the Debenture Holders, over and above the applicable Coupon Rate, till the execution of the Debenture Trust Deed in a form and substance satisfactory to the Debenture Trustee

Annexure VI
Events of Default and Remedies

Each of the events or circumstances set out in this Clause 6 (Events of Default and Remedies) of Part A (Statutory information pertaining to issuance of non-convertible debentures) of the Debenture Trust Deed other than Clause 6.21 (Remedies upon an Event of Default) and Clause 6.22 (Notifications and expenses) is an Event of Default.

1.1. **Non Payment**

The Issuer does not pay on a Due Date any amount payable to Debenture Holder pursuant to any Debenture Document to which it is a party at the place and in the currency in which it is expressed to be payable.

Provided that, only in the event of any digital or online banking outage impacting banking transactions, due to which while the payment of entire or part of due amount is made but is not credited or reflected on the Due Date and is instead credited or reflected on the immediately following Business Day, then such non-credit / non-reflection of the entire amount payable on the Due Date shall not amount to an 'Event of Default' for the purposes of this specific Clause.

1.2. **Breach of Other Terms**

Any default or breach in the performance or compliance of any covenant, undertaking or other terms contained in any Debenture Document by the Issuer provided no Event of Default under this Clause 6.2 (*Breach of Other Terms*) of Part A (*Statutory information pertaining to issuance of non-convertible debentures*) of the Debenture Trust Deed shall occur if such breach is capable of remedy and is remedied within 30 (thirty) days of the Debenture Trustee giving notice in writing to the Issuer of such failure of the Issuer to comply.

1.3. **Misrepresentation**

Any representation or statement in writing made by the Issuer in any Debenture Document to which it is a party or any other document delivered by or on behalf of the Issuer under or in connection with any Debenture Document is or proves to have been incorrect, untrue or misleading in any material respect when made or repeated.

Provided that no Event of Default under this Clause 6.3 (*Misrepresentation*) of Part A (*Statutory information pertaining to issuance of non-convertible debentures*) of the Debenture Trust Deed shall be deemed to have occurred if such breach is capable of remedy and such misrepresentation is remedied within 30 (thirty) days of the Debenture Trustee giving notice in writing to the Issuer of such failure of the Issuer to comply.

1.4. **Insolvency**

The Issuer is unable to, or admits in writing its inability to, pay its debts as they fall due, suspends making payments on any of its debts or announces an intention to do so, or, by reason of actual or anticipated financial difficulties, commences negotiations with one or more of its creditors with a view to rescheduling or restructuring any of its indebtedness.

Provided that no Event of Default under this Clause 6.4 (*Insolvency*) will occur if a Moratorium Event has occurred.

1.5. **Insolvency Proceedings**

(a) Any legal proceedings are taken in relation to:

(i) the suspension of payments, a moratorium of any Financial Indebtedness, winding-up, dissolution, administration, provisional supervision or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise) of the Issuer. *Provided that* no Event of Default under this Clause 6.5 (*Insolvency Proceedings*) will occur if a Moratorium Event has occurred.

(ii) filing of an insolvency application for a corporate insolvency resolution process or liquidation process against the Issuer under the Insolvency and Bankruptcy Code or any other Applicable Law or any analogous proceeding or step is taken in any jurisdiction against the Issuer by any person, provided that no Event of Default under this paragraph (ii) shall occur, if the said application filed by such person (other than the Issuer) with respect to the initiation of corporate insolvency resolution process or liquidation process is rejected, dismissed, stayed or withdrawn within a period of 30 (thirty) Business Days from the date of filing of such application;

(b) filing of an insolvency application for a corporate insolvency resolution process or liquidation process against Issuer under the Insolvency and Bankruptcy Code or any other Applicable Law or any analogous proceeding or step is taken in any jurisdiction against Issuer by an Operational Creditor (*as defined in the Insolvency and Bankruptcy Code*), provided that no Event of Default shall occur in the case of the Issuer, if the said corporate insolvency resolution process or liquidation process initiated by an Operational Creditor (*as defined in the Insolvency and Bankruptcy Code)* is dismissed, stayed or withdrawn within a period of 90 (ninety) Business Days from the date of the first hearing of such proceedings before the appropriate forum in accordance with Applicable Law;

(c) a composition, compromise, assignment or arrangement with any creditor or class of creditors of the Issuer, in connection with or as a result of any actual or anticipated financial difficulty on the part of the Issuer; or

(d) the appointment of a liquidator, insolvency resolution professional, trustee in bankruptcy, receiver, administrative receiver, administrator, compulsory manager, provisional supervisor or other similar officer in respect of the Issuer.

1.6. **Failure to list or dematerialise the Debentures and delisting**

(a) The Issuer fails to list the Debentures on the wholesale debt market segment of the Stock Exchange within 3 (three) Working Days from the date of closing of the Issue, or such other timelines as prescribed under the Applicable Laws, whichever is earlier.

(b) A Debenture Delisting Event occurs.

(c) Failure of the Issuer to maintain the Debentures in dematerialised form.

Provided no Event of Default under this Clause 6.6 (*Failure to list or dematerialise the Debentures and delisting*) of Part A (*Statutory information pertaining to issuance of non-*

convertible debentures) of the Debenture Trust Deed shall occur if such breach is capable of remedy and is remedied within 10 (ten) Business Days of the Debenture Trustee giving notice in writing to the Issuer of such failure of the Issuer to comply.

1.7. **Moratorium**

The Government of India or any other relevant Governmental Authority declares a general moratorium or "standstill" (or makes or passes any order or regulation having a similar effect) in respect of the payment or repayment of any Financial Indebtedness (whether in the nature of principal, interest or otherwise) owed by the Issuer (and whether or not such declaration, order or regulation is of general application, or applies to a class of persons which includes the Issuer).

Provided that no Event of Default under this Clause 6.8 (*Moratorium*) will occur if a Moratorium Event has occurred.

1.8. **Expropriation**

Any Governmental Authority or other authority (whether de jure or de facto) nationalises, compulsorily acquires, expropriates or seizes all or any part of any asset of the Issuer, which is likely to result in a Material Adverse Effect.

Provided no Event of Default under this Clause 6.9 (*Expropriation*) of Part A (*Statutory information pertaining to issuance of non-convertible debentures*) of the Debenture Trust Deed shall occur if such breach is capable of remedy and is remedied within 10 (ten) Business Days of the Debenture Trustee giving notice in writing to the Issuer of such failure of the Issuer to comply.

1.9. **Cessation of Business**

The Issuer ceases, or gives notice of its intention in writing to suspend / cease, or threaten to suspend / cease to carry on the entire business it carries on or proposes to carry on as at the date of the Debenture Trust Deed which is likely to have a Material Adverse Effect.

Provided no Event of Default under this Clause 6.10 (*Cessation of Business*) of Part A (*Statutory information pertaining to issuance of non-convertible debentures*) of the Debenture Trust Deed shall occur if such breach is capable of remedy and is remedied within 10 (ten) Business Days of the Debenture Trustee giving notice in writing to the Issuer of such failure of the Issuer to comply.

1.10. **Unlawfulness, Invalidity**

It is or becomes unlawful or illegal for the Issuer to perform any of its obligations under any Debenture Document to which it is a party or any of its obligations under any Debenture Document become unenforceable or if any Debenture Document becomes ineffective against the Issuer for any reason.

Provided no Event of Default under this Clause 6.11 (*Unlawfulness, Invalidity*) of Part A (*Statutory information pertaining to issuance of non-convertible debentures*) of the Debenture Trust Deed shall occur if such breach is capable of remedy and is remedied within 10 (ten) Business Days of the Debenture Trustee giving notice in writing to the Issuer of such failure of the Issuer to comply.

1.11. **Authorisations**

Any material Authorisation necessary for the Issuer to comply with any of their material obligations under the Debenture Trust Deed or any other Debenture Documents to which it is a party, is not obtained when required or is rescinded, terminated, suspended, lapses or otherwise ceases to be in full force and effect.

Provided no Event of Default under this Clause 6.12 (*Authorisations*) of Part A (*Statutory information pertaining to issuance of non-convertible debentures*) of the Debenture Trust Deed shall occur if such breach is capable of remedy and is remedied within 15 (fifteen) Business Days of the Debenture Trustee giving notice in writing to the Issuer of such failure of the Issuer to comply.

1.12. **Repudiation**

Any provision of the Debenture Trust Deed or any other Debenture Documents, for any reason is repudiated, revoked, or terminated or any such document ceases to be in full force and effect or invalid or unenforceable.

Provided no Event of Default under this Clause 6.13 (*Repudiation*) of Part A (*Statutory information pertaining to issuance of non-convertible debentures*) of the Debenture Trust Deed shall occur if such breach is capable of remedy and is remedied within 10 (ten) Business Days of the Debenture Trustee giving notice in writing to the Issuer of such failure of the Issuer to comply.

1.13. **Material Litigation**

Except as disclosed in the General Information Document and/ or the Key Information Document or the latest half yearly / annual report of the Issuer, any other litigation, arbitration, investigative, regulatory, governmental or administrative proceeding (other than an insolvency or bankruptcy or winding up proceeding) is initiated or is current or pending:

(a) to restrain the Issuer's entry into, the exercise of the Issuer's rights under, or compliance by the Issuer (as the case may be) with their respective payment obligations under the Debenture Documents; and

(b) which if adversely determined will result in a Material Adverse Effect.

Provided no Event of Default under this Clause 6.14 (*Material Litigation*) of Part A (*Statutory information pertaining to issuance of non-convertible debentures*) of the Debenture Trust Deed shall occur if such breach is capable of remedy and is remedied within 30 (thirty) days of the Debenture Trustee giving notice in writing to the Issuer of such failure of the Issuer to comply.

1.14. **Immunity**

The Issuer for itself, is or becomes entitled to claim immunity from suit, execution, attachment or other legal process.

Provided no Event of Default under this Clause 6.15 (*Immunity*) of Part A (*Statutory information pertaining to issuance of non-convertible debentures*) of the Debenture Trust Deed shall occur if such breach is capable of remedy and is remedied within 10 (ten) Business Days of the Debenture Trustee giving notice in writing to the Issuer of such failure of the Issuer to comply.

1.15. **Wilful Defaulter**

The inclusion of the Issuer in any list of wilful defaulters issued by the RBI from time to time.

1.16. **Cross Default**

Any payment obligation of the Issuer in connection with its Financial Indebtedness is declared to be in default or otherwise becomes due and payable prior to its specified maturity as a result of any actual default in payment by the Issuer and such default is not cured within the applicable grace period provided in the relevant Debenture Document of the Issuer in respect of such Financial Indebtedness.

1.17. **Cancellation of the registration of the Issuer**

Any cancellation or suspension of the registration of the Issuer as a real estate investment trust.

Provided no Event of Default under this Clause 6.19 (*Cancellation of the registration of the Issuer*) of Part A (*Statutory information pertaining to issuance of non-convertible debentures*) of the Debenture Trust Deed shall occur if such breach is capable of remedy and is remedied within 10 (ten) Business Days of the Debenture Trustee giving notice in writing to the Issuer of such failure of the Issuer to comply.

1.18. **Audit qualification**

Any adverse qualification made by the statutory auditor of the Issuer which is reasonably likely to result in a Material Adverse Effect as per the Debenture Trustee.

Provided no Event of Default under this Clause 6.20 (*Audit qualification*) of Part A (*Statutory information pertaining to issuance of non-convertible debentures*) of the Debenture Trust Deed shall occur if such breach is capable of remedy and is remedied within 10 (ten) Business Days of the Debenture Trustee giving notice in writing to the Issuer of such failure of the Issuer to comply.

1.19. **Remedies upon an Event of Default**

(a) Upon the occurrence of one or more Events of Default which is continuing, the Debenture Trustee shall, if so directed by the Debenture Holders by a Majority Resolution:

(i) issue an Acceleration Notice to the Issuer, stating that the Debt shall be immediately due and payable whereupon it shall become so due and payable within the timelines as set out in the Acceleration Notice; and

(ii) declare by notice in writing to the Issuer that:

(A) the right to make a demand under the Corporate Guarantee has become exercisable, upon which the same shall become enforceable; and

(B) it is entitled to exercise such other rights and remedies as may be available to the Debenture Trustee under the Debenture Documents and Applicable Law (including without limitation, initiation of any insolvency, liquidation, resolution or other process under Applicable

Law).

(b) Upon the guarantee or rights, remedies and powers under the Corporate Guarantee having become enforceable pursuant to sub-clause (a) above, the Debenture Trustee shall, if so directed by the Debenture Holders by a Majority Resolution:

(i) enforce the guarantee and/or rights, remedies and powers under the Corporate Guarantee in accordance with the terms thereof;

(ii) take any other action and exercise such other rights and remedies as may be available to the Debenture Trustee under the Debenture Documents and Applicable Law (including, without limitation, initiation of any insolvency, liquidation, resolution or other process under Applicable Law).

(c) Notwithstanding anything contained above, if the rights under SEBI Debenture Trustee Master Circular is applicable to the Debenture Holders, the Debenture Trustee shall, subject to the conditions as set out in the aforesaid circular (acting on the instructions of such number and/or value of Debenture Holders as prescribed thereunder) be entitled to take all actions as may be required with respect to executing an Intercreditor Agreement with other lenders who have extended Financial Indebtedness to the Issuer and/or take such other actions, as permitted under the aforesaid circular.

1.20. **Notification and Expenses**

(a) If Event of Default has occurred, the Issuer shall forthwith give notice within 5 (five) Business Days of becoming aware thereof, to the Debenture Trustee in writing specifying the nature of such Event of Default (as the case may be) and the steps, if any, being taken from time to time to remedy it.

(b) The Issuer shall, within 5 (five) Business Days of demand, pay to the Debenture Trustee the amount of all reasonable and actual costs and expenses (including legal fees) incurred by the Debenture Trustee or any Debenture Holder in connection with the enforcement of, or the preservation of any rights under the Debentures or any Debenture Document.

1.21. **Intercreditor Agreement**

In accordance with the SEBI Debenture Trustee Master Circular in relation to the standardisation of procedure to be followed by debenture trustees in case of default by issuers of listed debt securities, the Parties hereby agree and acknowledge that the Debenture Trustee shall not enter into any intercreditor arrangement (including an Intercreditor Agreement) unless agreed to by the Debenture Holders by such threshold of Debenture Holders as may be prescribed under Applicable Law (including the SEBI Debenture Trustee Master Circular as amended, modified or replaced from time to time). Any such intercreditor arrangement shall be in accordance with Applicable Laws

Annexure VII

Role and Responsibilities of Debenture Trustee

POWERS AND DUTIES OF THE DEBENTURE TRUSTEE

1.1. **Authority for Certain Actions**

(a) The Debenture Trustee shall:

(i) execute and deliver and/or accept the Debenture Documents;

(ii) execute and deliver all other documents, agreements, instruments, certificates, notices and do all other actions as may be necessary or desirable in connection with the protection and preservation of the rights of the Debenture Holders;

(iii) upon the occurrence and continuance of an Event of Default, exercise its rights as Debenture Trustee for the Debenture Holders under the Debenture Documents and under Applicable Law in accordance with Clause 6 (*Events of Default and Remedies*) of Part A (*Statutory information pertaining to issuance of non-convertible debentures*) of the Debenture Trust Deed;

(iv) make any notifications to the relevant Stock Exchanges as may be required under Applicable Law with respect to its obligations as the Debenture Trustee in accordance with the Debenture Trust Deed; and

(v) in case of failure by the Issuer to promptly intimate the Debenture Trustee regarding the status of payments under the Debentures and other debt securities of the Issuer as required under the Debenture Documents and/or Applicable Law, seek status of payment from the Issuer and/or conduct an independent assessment (from banks, investors, rating agencies, etc.) to determine the same.

(b) The Debenture Trustee shall, except in respect of matters on which it has been expressly authorised to take action (or omit to act) without reference to the Debenture Holders, seek the consent of the Debenture Holders prior to taking any actions (or omitting to act) under the Debenture Documents. The required majority of Debenture Holders for giving consent to any proposed action (or omission) by the Debenture Trustee shall be in accordance with paragraph(s) 36 to 39 of Schedule 1 (*Provisions for the meetings of the Debenture Holders*) of Part A (*Statutory information pertaining to issuance of non-convertible debentures*) of the Debenture Trust Deed.

1.2. **Power to Hold Money on Trust**

The Debenture Trustee shall hold upon trust for the benefit of all the Finance Parties all monies received by it in respect of the Debentures or otherwise under any Debenture Document including without limitation, any monies arising out of or relating to any realisations whatsoever, but other than the realisation of any amounts which are solely for the account of the Debenture Trustee as specified under the Debenture Documents (collectively referred to as the "**Proceeds**").

1.3. **Power to Apply Proceeds**

The Debenture Trustee shall apply the Proceeds:

(a) firstly, in or towards payment to the Debenture Holders, *pari passu*, of all arrears of Default Interest, Coupon, and other costs or expenses remaining unpaid on the Debentures held by them;

(b) secondly in or towards payment to the Debenture Holders, *pari passu*, of the outstanding Nominal Value of the Debentures; and

(c) lastly, the surplus (if any) of such monies to the Issuer,

provided that the Debenture Trustee may alter the order of appropriation (from (a) to (c) as aforesaid) acting pursuant to a Super Special Majority Resolution.

1.4. **Power of Debenture Trustee to Delegate**

(a) The Debenture Trustee may, in the execution and exercise of all or any of the trusts, powers, authorities and discretions vested in it by the Debenture Trust Deed act through an officer or officers for the time being of the Debenture Trustee and the Debenture Trustee may also, whenever it thinks it expedient, delegate by power of attorney or otherwise, to any such officer all or any of the trusts, powers, authorities and discretions vested in the Debenture Trustee by the Debenture Trust Deed and the other Debenture Documents and any such delegation may be made upon such terms and conditions and subject to such regulations (including power to sub-delegate) as the Debenture Trustee may think fit and the Debenture Trustee shall be bound to supervise the proceedings and be responsible for any loss incurred by reason of default or any mistake, or want of prudence on the part of any such delegate or sub-delegate unless arising out of gross negligence or wilful misconduct of such delegate or sub-delegate.

(b) Notwithstanding the provisions of sub-clause (a) above, the Debenture Trustee shall be liable to the Debenture Holders for any mistake, fraud, gross negligence, want of prudence or default (as determined by a court of competent jurisdiction) of any officer to whom the Debenture Trustee has delegated its powers.

1.5. **Power of Debenture Trustee to Employ Agents**

The Debenture Trustee may, in carrying out the trust business employ and pay any person to transact or concur in transacting any business and do or concur in doing all acts required to be done by the Debenture Trustee including the receipt and payment of moneys and shall be entitled to charge and be paid all usual professional and other charges for business transacted and acts done by it in connection with the trusts hereof and also its reasonable charges in addition to the expenses incurred by them in connection with matters arising out of or in connection with the Debenture Trust Deed.

1.6. **Redressal of Debenture Holders Grievances**

The Issuer shall furnish to the Debenture Trustee details of all grievances received from the Debenture Holders and the steps taken by the Issuer to redress the same. At the request of any Debenture Holder, the Debenture Trustee shall call upon the Issuer to take appropriate steps to redress such grievance and shall, if necessary for the purpose of such redressal, at the request of any Debenture Holder call a Meeting of the Debenture Holders.

1.7. **Claims for Compensation Monies**

In the event of a Governmental Authority taking over the management of the Issuer and/or the entire undertaking of the Issuer and/or in the event of nationalisation of the Issuer or its business or a moratorium being passed or in case the running of the business of the Issuer or its management or control is taken away either as part of any unemployment relief scheme or for any other reason whatsoever or under any other law, the Debenture Trustee shall be entitled to receive the whole of the compensation to which the Issuer shall be entitled and to apply the same or a sufficient portion thereof in accordance with the provisions set out in Clause 9.3 (*Power to Apply Proceeds*) of Part A (*Statutory information pertaining to issuance of non-convertible debentures*) of the Debenture Trust Deed hereof and all monies hereunder and under the other Debenture Documents shall become immediately payable.

1.8. **Purchasers and Persons dealing with Debenture Trustee not put on enquiry**

The Issuer acknowledges and agrees that no person dealing with the Debenture Trustee or any delegate shall be concerned to enquire:

(a) whether the rights conferred by or pursuant to any Debenture Document are exercisable;

(b) whether any consents, regulations, restrictions or directions relating to such rights have been obtained or complied with;

(c) otherwise as to the propriety or regularity of acts purporting or intended to be in exercise of any such rights; or

(d) as to the application of any money borrowed or raised.

1.9. **Receipt by Debenture Trustee to be Effectual Discharge**

Upon any dealing or transaction under the provisions herein contained, the receipt by the Debenture Trustee of the proceeds of the sale or any realisation of the trust property or any part thereof or any other monies paid otherwise howsoever to it shall effectually discharge the purchaser or purchasers or person paying the same therefrom and from being concerned to see to the application or being answerable for the loss or misapplication or non-application thereof.

1.10. **Applicable Law**

(a) The Debenture Trustee, in the course of performance of its duties under the Debenture Documents, shall not be required to take any actions which would result in the Debenture Trustee being in breach of Applicable Law. The Debenture Trustee shall at all times, act in compliance with Applicable Laws including but not limited to SEBI (Debenture Trustees) Regulations, 1993, as amended from time to time.

(b) The Debenture Trustee shall carry out its duties and perform its functions as required to discharge its obligations under the terms of the Debt Listing Regulations, SEBI (Debenture Trustees) Regulations, 1993, SEBI Debenture Trustee Master Circular, the Debenture Trustee Agreement, the Operational Framework, the General Information Document, the Key Information Document and all other related Debenture Documents and other Applicable Law(s), with due care and diligence.

1.11. **Periodical information**

In performing its obligations in relation to the Debentures, the Debenture Trustee shall call for and obtain periodic status/ performance reports / valuation reports / utilization reports or any other documents from the Obligors, as may be required by the Debenture Trustee to comply with its obligations under Applicable Law including for monitoring of the recovery expense fund in accordance with Regulation 11 and Regulation 48 of the Debt Listing Regulations, and the SEBI Debenture Trustee Master Circular and debenture redemption reserve (if required under Applicable Law).

The Obligors shall provide relevant documents/ information, as applicable to them, within a considerable timeline so as to enable the Debenture Trustee to submit the following reports/ certification to the Stock Exchange within the timelines specified in the SEBI Debenture Trustee Master Circular, or within such earlier timelines as may be mutually agreed by the Parties in accordance with the Debenture Documents:

Reports/Certificate	Periodicity
Security Cover certificate (in the format as specified in **Annex-VA** to SEBI Debenture Trustee Master Circular).	Not applicable
A statement of value of pledged securities (if applicable).	
A statement of value for Debt Service Reserve Account or any other form of security offered (if applicable).	
Net worth certificate of guarantor if in case debt securities are secured by way of personal guarantee (if applicable).	**Half yearly basis** within 75 (seventy five) days from end of each Financial Half Year.
Financials/value of the Guarantor prepared on basis of audited financial statement etc. of the Guarantor (secured by way of corporate guarantee).	**Annual basis** within 75 (seventy five) days from end of each Financial Year.

1.12. **Diligence and Monitoring**

The Debenture Trustee shall ascertain and:

(a) exercise due diligence to the extent required under Applicable Law, to ensure compliance by the Issuer, with the provisions of Applicable Laws, the Debenture Trust Deed or any other regulations issued by SEBI in relation to the issue and allotment of the Debentures and credit of the Debentures in the demat accounts of the Debenture Holder(s); and

(b) satisfy itself that Debenture Holder(s) have been paid the monies due to them on the relevant Redemption Date.

1.13. **Nominee Director**

(a) The Debenture Trustee shall have the right to appoint a nominee director in accordance with the SEBI (Debenture Trustee) Regulations, 1993, on the board of directors of the Investment Manager (hereinafter referred to as the "**Nominee Director**") in accordance with Applicable Laws upon the occurrence of:

(i) 2 (two) consecutive defaults in payment of Coupon to the Debenture Holders; or

(ii) any default in redemption of the Debentures.

(b) The Investment Manager shall appoint the Nominee Director forthwith and in any event, no later than 1 (one) month from the date of receipt of a nomination notice from the Debenture Trustee (acting on the instructions of the Debenture Holders) to appoint the Nominee Director on the board of directors of the Investment Manager and shall take all steps as may be required in accordance with Debt Listing Regulations to ensure the appointment of the Nominee Director as a director on its board of directors. The necessary amendments to the articles of association of the Investment Manager for authorising and validating such appointment as prescribed under Debt Listing Regulations have been made.

(c) The Nominee Director shall not be liable to retire by rotation nor be required to hold any qualification shares

Annexure VIII

Resolution by the Board of Directors of Investment Manager

[*annexed separately*]

Annexure IX

Resolution by executive committee constituted by the Board of Directors of Investment Manager

[*annexed separately*]

Annexure X

Unit-holding pattern of the Issuer

[*Allotment history of the Issuer and detailed unitholding pattern of the Issuer annexed separately*]

Annexure XI

Financial Statements (Standalone), and Financial Statements (Consolidated & Combined)

[*annexed separately*]

Annexure XII

Material litigation and regulatory actions pending involving Mindspace REIT and the asset SPVs

Legal And Other Information as of July 31, 2026

*This section discloses (i) all pending title litigation and title related irregularities pertaining to the assets held by asset SPVs (“**Portfolio**”) and (ii) details of all pending criminal matters, regulatory actions and civil/commercial matters against Mindspace REIT and the asset SPVs (collectively, “**Relevant Parties**”), whose outcome could have material adverse effect on the financial position of Mindspace REIT, which may affect the Issue or the investor’s decision to invest / continue to invest in the Debt Instruments. Only such pending civil/ commercial matters against the Relevant Parties have been disclosed where the amount involved is in excess of the materiality thresholds disclosed below. In addition to the above, other pending civil/ commercial proceedings by the asset SPVs which are considered material by the Manager, have been disclosed.*

Further, all pending direct tax, indirect tax and property tax matters against the Relevant Parties have been disclosed in a combined manner. Additionally, pre-litigation notices (excluding such notices issued by any statutory/ regulatory/ governmental/ taxation authorities) are not considered as litigation until such time that the Relevant Parties are impleaded as defendants or respondents in litigation proceedings before any judicial forum. However, matters where there has been no correspondence/ communication with the relevant authority in the last three years have been excluded from the below disclosures.

All disclosures are as of July 31, 2026.

Material litigation and regulatory actions pending involving Mindspace REIT and the asset SPVs

As of July 31, 2026, Mindspace REIT does not have any pending criminal matters or regulatory actions against it.

For the purpose of pending civil/ commercial litigation against Mindspace REIT and the asset SPVs, such matters where value exceeds 1% of the consolidated profit after tax of Mindspace REIT as of July 31, 2026 have been considered material and proceedings where the amount is not determinable but the proceeding is considered material by the Manager from the perspective of Mindspace REIT, have been disclosed. In addition to the above, pending civil/ commercial proceedings by Mindspace REIT or the asset SPVs which are considered material by the Manager have been disclosed.

I. Mindspace REIT

(i) Title litigation and Irregularities

There is no land held by Mindspace REIT, accordingly, there are no land related litigation against Mindspace REIT.

(ii) Criminal matters

There are no pending criminal matters against Mindspace REIT, whose outcome could have material adverse effect on the financial position of Mindspace REIT.

(iii) Regulatory actions

There are no pending regulatory actions against Mindspace REIT, whose outcome could have material adverse effect on the financial position of Mindspace REIT.

(iv) Material civil/commercial litigation

1. Neha Bhargava and Divya Bhargava ("**Petitioners**") filed a suit against Ruchi Bhargava and 48 others ("**Respondents**"), wherein Mindspace REIT has been impleaded as respondent no. 27 before the court of the Honourable Senior Civil Judge, City Civil Court, Hyderabad under section 372 of the Indian Succession Act, 1925, pertaining to an application made for the succession certificate by the Petitioners, to transfer the shares held by their father in various public companies (which have all been impleaded as Respondents), into the demat accounts of the Petitioners as successors. The matter is pending.

II. Asset SPVs

A. Avacado Properties and Trading (India) Private Limited ("Avacado")

(i) Title litigation and irregularities

1. Nusli N. Wadia ("**Plaintiff**") filed a suit ("**Suit**") before the Bombay High Court ("**High Court**") against Ivory Properties, Mr. Ravi C. Raheja, Mr. Neel C. Raheja, Mr. Chandru L. Raheja, Inorbit Malls, Avacado and others ("**Defendants**") pertaining to *inter alia* revocation of the registered agreements for sale of certain buildings, including the registered agreements executed in favour of Avacado for acquiring buildings viz. Paradigm constructed on demarcated portion of the land located at Mindspace Malad project, and demolishing of the building Paradigm located at Mindspace Malad project. The Plaintiff's claim with regard to Avacado is restricted to its transaction relating to Paradigm building constructed on the demarcated portion of land located at Mindspace Malad project and does not extend to the equity shares of Avacado or any other assets held by Avacado.

   The Suit was filed *inter alia* alleging certain insufficient payment to the Plaintiff, breach and non-adherence of the project agreement of 1995 entered into between the Plaintiff and Ivory Properties in respect of certain land situated at Malad West and Kanheri, including the demarcated portion of the land on which building Paradigm is constructed in Mindspace Malad project ("**1995 Agreement**"), and pertaining to sale of certain buildings *inter alia* on ground of sale of such buildings to alleged related parties. The Plaintiff sought *inter alia* (i) orders of declarations and permanent injunctions relating to the termination of the 1995 Agreement, (ii) the termination of some of the registered agreements and memorandums of understanding entered between the Plaintiff, Ivory Properties and purchasers in respect of some of the buildings constructed on the demarcated portions of land in Malad (including the building viz. Paradigm located at Mindspace Malad project), (iii) demolishing of such buildings, and (iv) damages from Ivory Properties, Mr. Ravi C. Raheja, Mr. Neel C. Raheja and Mr. Chandru L. Raheja to the extent of ₹ 3,509.98 million along with interest and for interim and ad-interim reliefs *inter alia* for appointment of receiver, injunction from alienating, encumbering or parting with possession of the building and from dealing with (including renewal of leases / licenses), from receiving or recovering any of rent, license fee and if received to deposit the said rent, license fee or compensation to the High Court. No ad-interim relief was granted to the Plaintiff.

   The Defendants filed replies and Ivory Properties has also filed a counter-claim for various reliefs including specific performance of the 1995 Agreement in the alternative for payment of estimated damages of ₹ 6,091.40 million *inter alia* towards loss of profit from the balance development potential and ₹ 5,000 million along with interest for compensation towards defamation.

   The notice of motion for interim relief and the Suit are pending for final hearing before the High Court.

   The Plaintiff has filed an interim application for amendment of the Suit plaint to bring on record the facts relating to the Urban Land Ceiling permission and Development Rights Certificate issued by the authorities concerned, which is pending.

(ii) *Criminal matters*

There are no pending criminal matters against Avacado, whose outcome could have material adverse effect on the financial position of Mindspace REIT.

(iii) *Regulatory actions*

1. The Income Tax Department had issued a warrant dated November 29, 2017 ("**Warrant**") under Section 132 of the Income Tax Act, 1961 ("**Income Tax Act**") against Avacado, Gigaplex, KRIT, Mindspace Business Parks Private Limited **("MBPPL**") Chalet Hotels, Genext, Inorbit Malls, KRCPL, KRPL, Shoppers Stop and others ("**Parties**"). Pursuant to the Warrant, the Income Tax Department carried out a search on November 30, 2017. The search covered various matters for which notices were already issued from time to time. The search was concluded on December 6, 2017, at the office and residence of the Parties. Pursuant to the search, the Income Tax Department issued notices to each of the Parties under Section 153A of the Income Tax Act directing them to prepare and furnish true and correct returns of total income for assessment years ("**AY**") from 2008-2009, 2012-13 to 2017-18 within a stipulated timeline from the date of service of the notices and these returns have been furnished before the Income Tax Department. Further, the Income Tax Department issued notices under Section 142(1)/143(2) of the Income Tax Act for assessment years 2008-2009, 2012-13 to 2017-2018/2018-19, to the Parties seeking certain information. These details have been furnished before the Income Tax Department by the Parties from time to time. No further correspondence has been received by the Parties from the Income Tax Department in this regard.

2. In relation to the above matter, for Assessment Years (AY) 2015-16 and 2016-17, the Income Tax Department has filed appeals before the Hon'ble Bombay High Court against the orders passed by the Income Tax Appellate Tribunal (ITAT) in favour of Avacado. These appeals are currently pending. All other years covered under Section 153A are closed including AYs 2012-13 and 2014-15 which were settled under the Direct Tax Vivad se Vishwas Act, 2020 in favour of Avacado.

3. The Office of Tehsildar, Borivali ("**Tehsildar**") issued demand notices dated February 5, 2021 and dated March 2, 2021 under provisions of the Maharashtra Land Revenue Code, 1966 to Ivory Properties and others for retrospective payment of non-agricultural tax ("**NA Tax**") of ₹ 52.63 million. The demand notices were issued pursuant to the letter dated February 5, 2021 of the Collector (Mumbai Suburban Office) ("**Collector**"), wherein it was recorded that for all urban lands in state being used for non-agriculture purpose, NA Tax assessment had been stayed for the period August 1, 2006 to July 31, 2011 till the revised guidelines were finalised as per government letter NAP0311/CR28/L5 dated August 24, 2011. Eventually, such stay was lifted by the Government of Maharashtra through its decision dated February 5, 2018. Ivory Properties *vide* letter dated March 30, 2021 has denied the quantification and leviability of the NA Tax assessment with retrospective effect and has requested the Tehsildar not to take any coercive action, without giving a reasonable opportunity to file a reply. Ivory Properties also tendered, without prejudice, an 'on account' deposit of a sum of ₹ 3.00 million to the Office of Tehsildar, without admitting or accepting any liability. The Tehsildar had subsequently issued another demand notice dated December 15, 2021 to Ivory Properties and others for payment of NA Tax of ₹ 53.73 million. Ivory Properties *vide* letter dated February 25, 2022 *inter alia* replied that it had not accepted or admitted the liability, leviability or quantification of the said amount; however to show bonafide intent (while reserving all rights and remedies), Ivory Properties had tendered, a refundable deposit of ₹ 15 million to the Office of Tehsildar, without prejudice to all contentions on all counts. The Government of Maharashtra, Revenue and Forest Department by way of its letter dated April 7, 2022, has put a stay on the NA Tax assessment until further order.

(iv) *Material civil/commercial litigation*

There is no pending material civil/commercial litigation involving Avacado, whose outcome could have material adverse effect on the financial position of Mindspace REIT.

B. Gigaplex Estate Private Limited ("Gigaplex")

(i) Title litigation and irregularities

1. Baburam Ramkishan Yadav ("**Baburam**"), president of Universal Education Society ("**UES**"), filed a suit and injunction application before the Court of Civil Judge (J.D.) Vashi at C.B.D. ("**Civil Court Vashi**" relocated to Belapur Court) seeking injunction restraining Gigaplex from encroaching upon land admeasuring approximately 500 square meters on which a UES school is operated ("**Suit Property**"), which is in the Mindspace Airoli West admeasuring approximately 202,300 square meters ("**Larger Land**"). The matter is pending.

   Further, Gigaplex denied the claims *inter alia* stating that Gigaplex is a lessee of Maharashtra Industrial Development Corporation ("**MIDC**") in respect of the Larger Land, and that Baburam has illegally encroached upon about 250 square meters on the eastern boundary of the Larger Land. By its order dated August 20, 2018, the Civil Court Vashi rejected Baburam's injunction application ("**Order**"). Baburam has challenged the Order before the Court of District Judge Thane which has been shifted to Belapur Court. Pursuant to order dated July 6, 2024, the Belapur Court dismissed the appeal.

   Gigaplex has also filed an eviction suit against UES and MIDC before the Court of Civil Judge (Senior Division) Thane at Thane ("**Civil Court Thane**"), *inter alia* for possession of 569.80 square metres in unauthorized occupation of UES, damages of ₹ 10.80 million, mesne profits of ₹ 0.30 million per month till the recovery of possession and injunction to restrain Baburam from further trespassing on the land at Mindspace Airoli West. Subsequently, Gigaplex also filed an injunction application before the Civil Court Thane seeking, a temporary injunction to restrain UES, its trustees, office bearers etc. from trespassing and encroaching the Suit Property and the adjacent plot of land leased by MIDC to Gigaplex. In an interim application for injunction filed by Gigaplex, a status quo order was passed on July 26, 2019 by the Civil Court Thane. The status quo was continued by the Civil Court Thane till the final decision in the matter, through its order dated March 5, 2020, disposing of the injunction application. In 2023, the suit was transferred to and is pending before the Civil Court Thane at Belapur.

(ii) Criminal matters

There are no criminal proceedings pending against Gigaplex, whose outcome could have material adverse effect on the financial position of Mindspace REIT.

(iii) Regulatory actions

1. The Income Tax Department had issued a warrant dated November 29, 2017 ("**Warrant**") under Section 132 of the Income Tax Act, 1961 against Gigaplex and others. For details, see "*Material litigation and regulatory actions pending against Mindspace REIT and the Asset SPVs – Avacado – Regulatory Actions*". Pursuant to the Warrant, the assessment proceedings under section 153A of the Income Tax Act were initiated for AY 2008-09, AY 2012-13 to AY 2018-19. All other years covered under the notice are closed except AYs 2016-17 and 2017-18 which were decided by ITAT in favour of Gigaplex. The Income Tax Department has filed appeals before the Hon'ble Bombay High Court for AYs 2016-17 and 2017-18 and the same are pending. The Income Tax Department had also filed appeal before ITAT against the order of CIT(A) for AY 2018-19 in favour of Gigaplex. The ITAT vide order dated December 1, 2025 dismissed the appeal of the Income Tax Department.

(iv) Material civil/commercial litigation

1. Gigaplex, KRC Infra and MBPPL ("**KRC DISCOMs**") filed a petition dated December 16, 2021 before the MERC under Section 86(1)(f) of the Electricity Act, 2003, seeking approval of additional power purchase cost incurred from October 11, 2021 to October 31, 2021 due to reasons beyond their control. MERC impleaded Kreate Energy India Pvt. Ltd. ("**KEIPL**"), Maharashtra State Load Despatch Centre, and Lloyds Metals and Energy Limited ("**Respondents**"). By order dated November 8, 2022, MERC partly allowed the petition and directed KEIPL to pay ₹19.60 million to KRC DISCOMs as compensation for increased power purchase expenses due to illegal diversion of contracted power, with adjustment in future FAC. KEIPL challenged this order before APTEL (Appeal No. 428 of 2022). By interim order dated December 22, 2022, APTEL stayed the MERC order subject to KEIPL paying ₹1.16 million to KRC DISCOMs and furnishing an unconditional bank guarantee of ₹17.93 million in favour of MERC. Compliance was recorded by APTEL on January 17, 2023. On May 1, 2023, APTEL directed the appeal to be listed for final hearing after completion of pleadings. The appeal is pending.

2. Gigaplex, KRC Infra and MBPPL ("**KRC DISCOMs**") filed a petition before MERC under Section 86(1)(f) of the Electricity Act, 2003 against KEIPL for breach of the Power Purchase Agreement dated 27 May 2021 for supply of upto 14 MW power for the period July 2021—June 2022. KEIPL failed to supply power from the period April, 2022 to June 2022, forcing KRC DISCOMs to procure power from the market at higher rates, resulting in an additional cost of ₹101 million. By order dated 27 September 2023, MERC allowed the petition and directed KEIPL to pay ₹101 million with carrying cost, while directing KRC DISCOMs to pay late payment surcharge for the March 2022 bill. KEIPL's review petition was dismissed by MERC on 11 November 2024. Meanwhile, KEIPL has challenged the MERC order before APTEL (DFR No. 544 of 2024). The matter is pending.

3. Gigaplex received a demand notice dated December 11, 2023 from Maharashtra Industrial Development Corporation for recovery of differential premium of ₹ 527.74 million for the change in its shareholding on account of acquisition of shares of Gigaplex by the Mindspace REIT in August 2020. Gigaplex responded to the demand notice on January 2, 2024, objecting to the same. MIDC has decided to refer the matter to Advocate General of Government of Maharashtra for his opinion. Gigaplex has submitted a bank guarantee dated February 10, 2026 which was renewed twice for ₹527.75 million to MIDC. The matter is still pending for adjudication of demand notice dated December 11, 2023.

4. The Civil Court at Belapur has issued summons dated October 27, 2025 ("**Summons**"), to K Raheja through its directors and others ("**Defendants**") in relation to payment to be made towards construction of a substation at Mindspace Airoli West by Gigaplex's contractor to its subcontractor. Amit Shantilal Bhagat ("**Plaintiff**") has filed a petition before the Civil Court at Belapur claiming an amount of ₹22.32 million (with interest) and compensation and has also prayed for attachment of the suit property, being the sub-station at Mindspace Airoli West (in the name of Gigaplex). Gigaplex has impleaded itself as a party. The matter is currently pending.

C. Horizonview Properties Private Limited ("Horizonview")

(i) Title litigation and irregularities

Based on legal advice received, the following documents granting development rights in favour of Horizonview for the purposes of constructing an IT Park, have not been registered:

a. The development agreement, dated November 7, 2006, executed amongst RPIL Signalling Systems Private Limited ("RPIL") the owner of the land and Horizonview ("**Development Agreement**");

b. The award dated March 22, 2016, passed by the arbitrator in relation to disputes between RPIL and Horizonview in relation to the Development Agreement ("**Award**");

c. The letter dated May 18, 2017 executed between RPIL and Horizonview; and

d. The written arrangement dated February 20, 2019, executed between RPIL and Horizonview modifying the terms of the Development Agreement and the Award.

(ii) *Criminal matters*

There are no pending criminal matters against Horizonview, whose outcome could have material adverse effect on the financial position of Mindspace REIT.

(iii) *Regulatory actions*

There are no pending regulatory actions against Horizonview, whose outcome could have material adverse effect on the financial position of Mindspace REIT.

(iv) *Material civil/commercial litigation*

There are no material civil/commercial litigation involving Horizonview, whose outcome could have material adverse effect on the financial position of Mindspace REIT.

D. Intime Properties Limited ("Intime")

(i) *Title litigation and irregularities*

There is no litigation in relation to the land held by Intime.

(ii) *Criminal matters*

There are no pending criminal matters against Intime, whose outcome could have material adverse effect on the financial position of Mindspace REIT.

(iii) *Regulatory actions*

For pending regulatory actions against Intime, see "*Material litigation and regulatory actions pending against Mindspace REIT and the Asset SPVs – KRIT– Regulatory actions*".

(iv) *Material civil/commercial litigation*

There are no material civil/commercial litigation involving Intime, whose outcome could have material adverse effect on the financial position of Mindspace REIT.

E. K Raheja IT Park (Hyderabad) Limited ("KRIT")

(i) *Title litigation and irregularities*

There is no litigation in relation to the land held by KRIT.

(ii) *Criminal matters*

There are no pending criminal matters against KRIT, whose outcome could have material adverse effect on the financial position of Mindspace REIT.

(iii) *Regulatory actions*

1. KRIT had proposed a rights issue of shares in which APIIC (now, TGIIC) abstained from subscribing to the rights shares. Consequently, upon closure of the rights issue subscription by the other shareholders of KRC group, the stake of APIIC in KRIT reduced to 11% Thereafter, upon demerger of certain undertakings of KRIT into Intime and Sundew APIIC's stake in each of these entities reduced to below 11%. Such rights issue of shares was undertaken in compliance with applicable law and agreement between the parties, and after

lapse of one year from the initial communication by KRIT regarding the rights issue with APIIC.

Subsequently, APIIC / GoAP disputed such dilution of their stake in KRIT, Intime and Sundew, which led to an inquiry by the Vigilance and Enforcement Department of GoAP ("**VED**") against the government officials and correspondingly, KRIT. APIIC issued a letter dated July 10, 2012 to KRIT, referring to a report issued by the VED ("**VED Report**") in relation to the Mindspace Madhapur project. Subsequently, the equity stake of APIIC was restored to 11% in KRIT, Intime and Sundew together with compensating APIIC for any loss of corporate benefits in the intervening period. The VED Report alleged certain irregularities, which included a financial loss to APIIC/ GoAP pursuant to sale of the land to its sister concerns and sale of constructed area, at a nominal price dilution of 11% equity stake of APIIC and loss of immovable asset base to APIIC due to the dilution of equity.

KRIT denied such irregularities, violations or financial loss caused to APIIC/ GoAP. While denying the loss alleged by APIIC, KRIT, Intime and Sundew provided a joint undertaking dated February 14, 2014 to APIIC *inter alia* undertaking (i) to pay the amounts to APIIC in respect of APIIC's claim of losses, due to any differences in values pertaining to the sale transactions in Mindspace Madhapur project; (ii) that payments shall be made by KRIT within 30 days of receipt of such written demand from APIIC; and (iii) that KRIT shall be bound by the decision of APIIC and comply with the same within the stipulated timelines.

KRIT has further provided an undertaking dated October 24, 2016 to APIIC, *inter alia* undertaking to pay losses incurred by Government of Telangana /APIIC as per the VED Report and to maintain the agreed shareholding of the Government of Telangana/ APIIC in KRIT, Intime and Sundew post conversion of KRIT to public limited company and the Government of Telangana/ APIIC will not be required to infuse additional funds to maintain its equity stake in KRIT, Intime and Sundew.

While KRIT has attempted to make payments to the extent of the loss incurred by APIIC along with interest, by letter dated April 23, 2019, APIIC has confirmed to KRIT that it will be informed about the quantum of the amount to be paid, once the quantum of loss is determined by an independent third party appointed for such purpose. KRCPL by way of its letter dated December 9, 2019, has undertaken that it shall assume any financial liability that KRIT, Intime or Sundew may incur in this behalf.

2. The Income Tax Department had issued a warrant dated November 29, 2017 under Section 132 of the Income Tax Act, 1961 against KRIT and others ("**Warrant**"). For details, see "*Material litigation and regulatory actions pending against Mindspace REIT and the Asset SPVs – Avacado – Regulatory Actions*". Pursuant to the Warrant, the assessment proceedings under section 153A of the Income Tax Act were initiated for AY 2012-13 to AY 2018-19. KRIT filed appeals before the Commissioner of Income-tax (Appeals) ("**CIT(A)**") against the assessment order for AY 2012-13 to AY 2017-18 and for AY 2018-19. The appeals of the KRIT were allowed by CIT(A). The Income Tax Department's appeals against the CITA(A) order before ITAT were dismissed vide order dated December 31, 2024, confirming the allowance of deduction under section 80IA of the Act. Orders giving effect to the decision passed by CIT(A) and consequential refunds have been received for all years except AY 2012-13.

(iv) Material civil/commercial litigation

There are no material civil/commercial litigation involving KRIT, whose outcome could have material adverse effect on the financial position of Mindspace REIT.

F. KRC Infrastructure and Projects Private Limited ("KRC Infra")

(i) Title litigation and irregularities

1. Ashok Phulchand Bhandari has instituted a civil suit against Balasaheb Laxman Shivle and 29 others ("**Defendants**") before the Civil Judge, Senior Division, Pune ("**2010 Suit**") seeking *inter alia* declaration, specific performance against the Defendants and a decree of permanent injunction restraining the Defendants from causing any construction or development on the land admeasuring approximately 0 hectares 44.15 ares (1.09 acres) ("**Suit Land**") on which Gera Commerzone Kharadi is situated. Ashok Phulchand Bhandari has also challenged *inter alia* (a) the decree dated September 26, 2008 passed by the Civil Judge, Senior Division, Pune, wherein the suit filed in 2005 by Tanhubai Amruta Pathare (wife of late Amruta Tukaram Pathare, being one of the erstwhile co-owners of a portion of the Suit Land), through her legal heirs, against Popat Amruta Pathare, one of the Defendants ("**2005 Suit**"), was withdrawn on the basis of a compromise pursis arrived at between the parties to the 2005 Suit and one of the Defendants; (b) registered partition deed / Vatanipatra dated September 15, 1993 pursuant to which Amruta Tukaram Pathare became entitled to a portion of land forming part of the Gera Commerzone land; and (c) will and testament dated January 19, 1995 executed by late Amruta Tukaram Pathare. Further, in view of the 2010 Suit, a notice of lis pendens dated April 10, 2015 was separately filed and registered by Ashok Phulchand Bhandari alleging rights over a portion of land. Neither Gera Developments Private Limited nor KRC Infra is a party to the suit. The matter is pending.

2. On June 1, 2026, Hemant Baggareddy Motadu filed a complaint before the Court of Circle Officer, Kharadi, Pune for cancellation of a mutation entry dated May 14, 2005 in the name of KRC Infra for Survey Number 65/3 basis a sale deed. KRC Infra received notice dated June 16, 2026 issued by the Circle Officer, Kharadi to remain present for hearing on June 30, 2026 in respect of an objection raised by Hemant Bagareddy Mottadu and Hiraman Tukaram Khandve, ("**Complainants**") to a mutation in the name of KRC Infra for land admeasuring 8062.9 sq metres out of S. No 65 Hissa No. 3 situated at Village Kharadi, Taluka Haveli, District Pune purchased from Gera Developments Private Limited. The Complainants have claimed right, title and interest in the subject. KRC Infra is in the process of filing appearance in the matter. The matter is pending.

(ii) Criminal matters

There are no pending criminal matters against KRC Infra, whose outcome could have material adverse effect on the financial position of Mindspace REIT.

(iii) Regulatory actions

1. By letter dated November 1, 2021 to Pune Municipal Corporation ("**PMC**"), KRC Infra informed PMC that it is in receipt of challan dated October 25, 2021 for an amount of ₹ 52.19 million being development charges, building development charges and heritage conversion fund stating that PMC ought to have levied development charges at higher rate of 8% with effect from May 10, 2018 and PMC has recovered excess development charges of ₹ 130.38 million for the period 2015 to 2018 by levying development charges at the rate of 8% instead of 4% for such period. KRC Infra further requested that PMC should adjust the aforesaid amount against the excess amount paid by KRC Infra earlier and that KRC Infra is making the payment of ₹ 52.19 million as per challan under protest and PMC is requested to ensure that the excess amount of ₹ 130.38 million be returned to KRC Infra at the earliest or the said excess amount be adjusted against development charges payable on the next sanction. Thereafter, on April 13, 2022, KRC Infra filed an appeal under section. 124 – G of the Maharashtra Regional and Town Planning Act, 1966 ("**MRTP Act**") before the Principal Secretary, Urban Development Department, State of Maharashtra. In response to the said appeal, vide letter dated April 28, 2022, Urban Development Department has requested/directed the Director, Town Planning, Government of Maharashtra and the Commissioner, PMC to furnish their report on the said appeal. The matter is pending.

2. KRC Infra has received a demand notice dated March 11, 2022, from the stamp duty and revenue authority in relation to alleged deficit payment of stamp duty aggregating to ₹ 1.1 million along with penalty with respect to lease deed dated October 28, 2020 (“**Lease Deed**”) entered into by KRC Infra, in its capacity as lessor with a lessee. KRC Infra has, by its letter dated March 24, 2022, responded to the said demand notice *inter alia* stating that the liability for stamp duty on the Lease Deed was that of the lessee. On May 28, 2024 KRC Infra received a notice for hearing scheduled on June 13, 2024 in the matter. On June 21, 2024 oral submissions were made during hearing. The matter is pending.

3. KRC Infra has received demand notice dated September 23, 2024, by Civil and Criminal Court, Pune Municipal Corporation in relation to recovery of alleged outstanding property tax amounting to Rs. ₹3.73 million (Rupees Thirty-Seven Lakhs Thirty-Five Thousand Four Hundred and Twenty-Two Only) (“**alleged property tax amount**”) for the period from April 01, 2024 till September 30, 2024, for Building No. 6 (Old R4) in Gera Commerzone, Kharadi, Pune – 411 014. KRC Infra filed its reply cum written submissions stating that the alleged property tax has already been paid and receipt to that effect has been issued by Pune Municipal Corporation on May 30, 2024, and requested the notice to be withdrawn. On October 01, 2024, Kharadi Contact office, Assessor and Collector of Taxes, Pune Municipal Corporation has issued a letter to KRC Infra stating that the property tax has been paid upto September 2024. No further correspondence received.

4. The office of the Executive Engineer, Building Department – Zone No. 1, Pune Municipal Corporation issued a letter dated June 8, 2026 (“**Letter**”) to K. Raheja Constructions, the owner/developer and Mr. Prakash Kulkarni, licensed architect, Ankur Associates, regarding the unauthorized filling up/ obstruction of the natural stream (nallah), originating from Wagholi and passing through Survey No. 65, Kharadi, Pune (forming part of the development project of KRC Infra). K. Raheja Constructions has been directed to immediately restore the filled-up/obstructed stream to its original condition and clear the watercourse so that the natural flow of water can continue unhindered. The matter is closed.~~–~~.

(iv) *Material civil/commercial litigation*

For pending material civil/commercial litigation actions against KRC Infra, see “*Material litigation and regulatory actions pending against Mindspace REIT and the Asset SPVs – Gigaplex – Material civil/commercial litigation*”.

G. Mindspace Business Parks Private Limited (“MBPPL”)

(i) *Title litigation and irregularities*

1. Shrimant Chhatrapati Udayan Raje Pratapsinh Maharaj Bhonsale (“**Plaintiff**”) has filed a suit in 2009 (“**Suit**”) before the Civil Judge Senior Division Pune (“**Civil Court**”) against Shri Mukund Bhavan Trust (“**MBT**”), its trustees, and the State of Maharashtra (“**Defendants**”) for declaration of title and possession of lands in Yerwada, Pune admeasuring approximately 322.7 acres (“**Suit Land**”); including approximately 25 acres 27 gunthas (approximately 1,03,940 square meters) (“**Commerzone Land**”) of land in which units (approximate 1.68 msf of leasable area as per lease deeds) in Commerzone Yerwada, one of our Portfolio, are situated. MBT, as the owner of 79.32 acres land (“**MBT Land**”), had executed a registered development agreement in 2004 with KRCPL with respect to the Commerzone Land. Certain demarcated portions of the Commerzone Land was transferred from KRCPL to MBPPL in 2017. Neither KRCPL nor MBPPL is a defendant to the Suit.

   The Plaintiff is seeking, *inter alia* declarations and injunctions in his favour in relation to ownership and possession of the Suit Land and to set aside compromise decrees passed in certain previous suits in proceedings between MBT and the State of Maharashtra.

MBT applied to the Civil Court for rejection of the plaint filed by the Plaintiff on the grounds of limitation, which was rejected by order dated April 29, 2014. MBT filed revision petition against the said rejection order, in the Bombay High Court, which was dismissed on April 26, 2016. MBT filed a special leave petition against the said dismissal order ("**SLP**"), which has been allowed by order dated December 20, 2024 and the application filed by MBT for rejection of plaint in another special civil suit has been allowed thereby rejecting the plaint. On February 5, 2025, the Civil Court passed an order disposing off the matter in view of the order passed by the Supreme Court of India in the SLP. The matter is closed.

Further, the Plaintiff filed an application on March 9, 2015 before the Civil Court for amendment to the prayers in the Suit against the Defendants, *inter alia* to limit the Plaintiff's claim for possession only with regard to vacant land in possession of the Defendants and lands alienated subsequent to the filing of the Suit, and to seek compensation from MBT with regard to constructed units and alienated part of the Suit Land instead of seeking possession of the developed portion for which registered deed with regard to alienation were executed prior to the filing of the Suit in 2009. The application for amendment of the plaint was rejected by the Civil Court by its order dated November 14, 2016. Aggrieved, the Plaintiff filed a writ petition in the Bombay High Court challenging the said order, which is pending.

Two applications made by third parties, being M/s. Mahanagar Developers and M/s. Mahanagar Constructions for being joined as party defendants in the Suit, were granted on November 14, 2016, by Civil Court. The Plaintiff challenged this order by filing a writ petition in the Bombay High Court. By a common order dated February 15, 2018 passed in the aforesaid two writ petitions, the Bombay High Court requested the trial judge not to proceed, till the adjourned date of hearing of the above writ petitions. These matters are pending.

Further, the Plaintiff registered a notice of lis-pendens dated July 7, 2011 in respect of the Suit No.133/ 2009 and applied for mutation in the revenue records. Purshottam M. Lohia, a trustee of MBT and Panchashil Tech Park Private Limited (an entity claiming certain rights in survey No.191A Yerwada village) ("**Panchashil**") opposed the mutation, which opposition was rejected. Panchashil filed appeal before the District Superintendent of Land Records and relied on the government notification dated September 21, 2017 directing revenue authorities to remove or cancel all mutations entries in respect of notice of lis-pendens.

2. Ravindra Laxman Barhate filed complaint and revenue proceedings against Shri Mukund Bhavan Trust ("**MBT**") and others in relation to the allotment and exemption order under the Urban Land Ceiling Act, 1976 ("**Act**") in respect of the MBT Land (as mentioned in para 1 above).

   A complaint was filed on November 27, 2015 ("**Complaint**") by Ravindra Laxman Barhate with the Divisional Collector Pune and other authorities, against MBT and others (together, "**Respondents**") alleging tampering, cheating as also breach of terms and conditions by the Respondents *inter alia* with respect to order dated November 24, 2003 passed under Section 20(1) of the Act in respect of the MBT Land at Yerwada, Pune ("**ULC Order**") and seeking action against the Respondents and cancellation of the ULC Order.

   MBT filed a writ petition before the Bombay High Court ("**Writ Petition**"), for quashing any enquiry/ investigation on the basis of the said complaint filed by Ravindra Laxman Barhate. By order dated March 5, 2018, the Bombay High Court has restrained the Additional Collector from passing any order on this complaint until the next hearing date. Through its order dated January 6, 2020, the Bombay High Court *inter alia* restrained the State of Maharashtra and certain other respondents from passing any order pursuant to the Complaint until disposal of the Writ Petition. The matter is pending.

   Ravindra Laxman Barhate also filed a revenue appeal before the Revenue Minister, State of Maharashtra ("**Revenue Minister**") against the Commissioner & Collector, Pune and MBT, challenging a report dated June 20, 2011 of the Divisional Commissioner, Pune ("**Report**") wherein MBT was stated to be the owner of the MBT Land (which include the demarcated portions of the land pertaining to Commerzone Yerwada), *inter alia* to set aside the Report, pass an order directing the relevant authorities to submit a new inquiry report and restrain the purchase-sale, construction on the disputed land. By way of order dated September 23, 2015 ("**Order**"), the Revenue Minister ordered that status quo be maintained as regards the record of the suit property.

3. MBT had filed a writ petition challenging the Order. Since the Revenue Minister withdrew the Order, stating that the pending proceedings will be heard by the Principal Secretary, Revenue Department, the Writ Petition was disposed of by order dated October 28, 2015 ("**Impugned Order**") as not surviving while keeping open all contentions of both the parties on merits. MBT challenged the Impugned Order in the Supreme Court of India ("**Court**") *inter alia* on the ground of maintainability of such proceedings before the Principal Secretary, Revenue Department. By order dated January 21, 2016, the Supreme Court of India has stayed the proceedings pending before the Principal Secretary, Revenue Department. By order dated August 6, 2021, the Court allowed the appeal by setting aside the Impugned Order and restored the Writ Petition to the file of the Bombay High Court for revisiting the petition afresh. The Court clarified that the setting aside of the Impugned Order will not have any consequence in regard to the statements which have been recorded of the State of Maharashtra to withdraw the Order.

4. The Office of the Land Reforms Tribunal & Revenue Divisional Officer, Hyderabad ("**Tribunal**") had by its letter dated August 11, 2009, sought certain information from Serene Properties Private Limited ("**Serene**", and now MBPPL) under Section 8(2) of the Andhra Pradesh Land Reforms (Ceiling on Agriculture Holdings) Act, 1973 ("**APLRAC**") in respect of the land at Mindspace Pocharam. Serene had filed a reply on September 30, 2009. The authorized officer has filed a counter, and Serene has filed a rejoinder dated August 29, 2012. Serene has stated that the land transferred in favour of MBPPL was notified for industrial use and has been declared as an SEZ and is not "land" covered under the APLRAC. The proceedings are pending before the Special Grade Deputy Collector and Revenue Divisional Officer, Ranga Reddy District. In September 2012, MBPPL also submitted to the Tribunal a copy of the order dated August 9, 2012, which was passed by the Hon'ble High Court of Andhra Pradesh in a similar matter (being Writ Petition No. 19300/2012 filed by Neogen Properties Pvt. Ltd.) wherein a stay was granted by the Hon'ble High Court of Andhra Pradesh until further orders. The matter is pending before the Tribunal.

5. A letter dated February 4, 2019 from the Office of Executive Engineer, BDD Zone No.4 was forwarded by an architect firm to MBPPL on February 11, 2019, wherein PMC sought clarifications regarding certain objections pertaining to the land at Commerzone Yerwada, regarding payment of ₹ 156.98 million consisting of ₹ 56.34 million principal of recoverable amount and ₹ 100.64 million on account of interest. MBPPL by way of its letter dated February 28, 2019 ("**Letter**") replied to PMC *inter alia* stating that the Letter has been addressed to the incorrect recipient who is not a developer of the relevant portion of the land and sought clarifications with respect to the contents of the Letter and disputed the payment demand. Further, by way of its letter dated July 2, 2019, MBPPL requested for a reply to its Letter and stated that it would be ready to pay amounts, if any payable, if and once the clarifications sought by it are provided. By letter dated July 20, 2019, to MBPPL, PMC provided the copy of the audit report to MBPPL and requested MBPPL to provide its clarifications in respect of objectionable issues and furnish the challans in lieu of payment of the recoverable amount. By letter dated August 17, 2021 to the architect firm and another, PMC stated that it has not received any clarifications and provided the challans of amounts by assessing interest thereon and required submission of challan/receipt towards payment of an amount of ₹ 183.60 million recoverable against all objectionable issues. By its reply letter dated September 6, 2021 to PMC, MBPPL has again stated that the earlier PMC letter dated February 4, 2019 and the PMC letter dated August 17, 2021 are addressed to the wrong persons and informed PMC of the non-receipt

of relevant information and documents from PMC as requested by MBPPL earlier. By letter dated October 11, 2021, to PMC, MBPPL replied stating that the impugned challans, demands and notice are illegal, null and void and ultra vires; and called upon PMC to withdraw the impugned challans and letter forthwith. Further, without prejudice to the contentions raised in the reply and without admitting any liability to pay the amount as per the impugned challans, MBPPL has submitted to pay in full and final settlement on all accounts of all demands raised in the said challans, a lumpsum one-time amount of ₹ 26.64 million without any liability for interest thereon or for any other payments relating to the subject and to provide an opportunity of hearing and furnishing clarifications, if required by PMC. By letter dated January 5, 2022, to the architect firm and another, PMC stated that it has informed them earlier to make the payment of the objectionable and recoverable amount along with the interest in the treasury of PMC as per the scrutiny carried out by the Chief Auditor, PMC ("**CA**") of the sanctioned building plans in respect of land at Commerzone Yerwada. On April 7, 2022, MBPPL submitted a reply/ letter to PMC enclosing a demand draft as desired by the PMC, for an amount of ₹ 26.64 million towards the payment as set out in MBPPL's earlier communications. The PMC returned the demand draft submitted by MBPPL vide its letter dated July 11, 2022, while demanding entire payment. MBPPL submitted letters dated July 21, 2022, and July 22, 2022 to PMC and remitted the entire payment of ₹ 101.36 million. Through its letter dated August 8, 2022, MBPPL intimated the PMC that MBPPL made the payment of an amount of ₹ 6.09 million being challan late fees on July 28, 2022. The matter is pending.

6. MBPPL ("**Petitioner**") has filed writ petition on November 14, 2022 in the Bombay High Court ("**Court**") against Pune Municipal Corporation and others ("**Respondents**") *inter alia*, seeking to impugn and set aside the demand notice dated January 5, 2022 enclosing challans for certain amounts allegedly due and payable by the Petitioner ("**Impugned Demand Notice**") and for refund of the amount of ₹ 107.45 million paid by the Petitioner under protest to the Respondents towards the Impugned Demand Notice. The matter is pending for admission.

7. A complaint dated July 18, 2022 was filed by Maharashtra Pollution Control Board ("**MPCB**") before the Judicial Magistrate, First Class, Belapur- District - Thane (Criminal Case No. 995 of 2022) under Sections 15 and 16 of the Environment (Protection) Act, 1986 read with the Environment Impact Assessment Notification, 2006 against MBPPL in expansion activity at Mindspace Airoli East project without obtaining prior environmental clearance which is already regularised after taking the remedial measures as directed. The matter is pending.

(ii) *Criminal matters*

There are no pending criminal matters against MBPPL, whose outcome could have material adverse effect on the financial position of Mindspace REIT.

(iii) *Regulatory actions*

1. MBPPL has received several demand notices from the stamp duty and revenue authorities in relation to alleged deficit payment of stamp duty aggregating to ₹ 10.18 million along with penalty in certain instances with respect to certain leave and license agreements / lease deed entered into by MBPPL, in its capacity as licensor/ lessor. MBPPL has, from time to time, responded to such demand notices *inter alia* stating that the liability for stamp duty on the documents was that of the respective licensee/ lessees.

2. Maharashtra Pollution Control Board ("**MPCB**"), pursuant to the meeting of its Consent Appraisal Committee ("**CAC**") held on December 12, 2017, issued a show cause notice dated June 5, 2018 to Trion Properties Pvt. Ltd. (prior to demerger of mall and IT undertakings from Trion Properties Pvt. Ltd. to MBPPL) in relation to certain non-compliances with environmental clearance for one commercial building (approximately 0.56 msf of leasable area

as per lease deeds) forming part of The Square, Nagar Road project, and directed MBPPL to stop work on the project until a valid consent is obtained from it. By letter dated March 20, 2018, MBPPL (as the successor of Trion) replied to the show cause notice by way of its letter dated July 6, 2018 stating that it had received amended environment clearance dated June 15, 2018 and complied with the other requirements and requested for withdrawal of the show cause notice and grant of renewed consent.

MBPPL has made an application dated December 11, 2019, to MPCB to obtain consent to operate, for the IT building at The Square, Nagar Road. CAC issued a show cause notice dated August 17, 2020 as to why the application for consent to operate should not be refused, *inter alia* as environment clearance was not in the name of the project and sought clarity and details inter alia relating to occupation certificate. By reply dated August 24, 2020, MBPPL provided the required clarifications and details, and requested for processing the application and issuing the necessary consent to operate. The CAC, in its meeting held on December 4, 2020, has approved to grant the consent to operate subject to MBPPL submitting the amended environmental clearance in the name of MBPPL and after payment of additional consent fees. The consent to 1st operate (Part II) was issued on October 6, 2021 ("**CTO**"). By letter dated October 14, 2021, to Member Secretary, CAC, MBBPL stated that MBPPL had issued a bank guarantee for ₹ 1 million ("**BG**"). However, MBPPL observed that the CTO had a condition that the BG was being forfeited since the IT park was operative since 2016 without obtaining consent to operate by MBPPL. MBPPL further stated that since the date of application i.e. December 30, 2015, no objection was received and it was deemed approved and accordingly, the proposed forfeiture of the aforesaid BG should not be effected and thereby requested for withdrawal of the proposal of forfeiture of BG. The matter is pending.

3. The Income Tax Department had issued a warrant dated November 29, 2017, under Section 132 of the Income Tax Act, 1961 ("**Act**") against MBPPL and others. For details, see "*Material litigation and regulatory actions pending against Mindspace REIT and the Asset SPVs – Avacado – Regulatory Actions*". Pursuant to the Warrant, the assessment proceedings under section 153A of the Income Tax Act were initiated for AY 2008-09, AY 2012-13 to AY 2018-19. All other years covered under the notice are closed including AY 2012-13 which was settled under Vivad se Vishwas Act 2020 ("**VsV**") and for AY 2014-15 which was rejected under VsV.

4. On December 23, 2024, Kalpesh Yadav (representing Chhava Pratisthan) has sent a letter to the Secretary, State Environment Impact Assessment Authority, ("**SEIAA**") Environment Department, Mantralaya, Mumbai ("**Letter**") in respect of criminal case against the K Raheja Corp. Private Ltd. inter-alia for violation of the directions of environmental clearance and construction of unauthorized structures in 'Commerzone' IT Park. The letter also states that the K Raheja Corp. Private Ltd. ("**KRCPL**") has continued the unauthorized usage of the buildings without obtaining revised environmental clearance. On January 15, 2025, Maharashtra Pollution Control Board ("**MPCB**") issued a letter to KRCPL with the Letter and requested to submit a response to MPCB. On January 24, 2025, KRCPL submitted a detailed response to MPCB denying all the allegations thereof and inter-alia requested for withdrawal of the complaint. The matter is currently pending.

5. The Commissioner, Pocharam Municipality ("**Commissioner**") issued a show cause notice dated November 27, 2021 ("**SCN**") to KRCPL (instead of MBPPL, which is its current name) under the Telangana Municipalities Act, 2019 for removal of fence, and to leave open the cart track out of the land of MBPPL at Pocharam Village for the use of general public. The Commissioner has under the SCN alleged that KRCPL has encroached by erecting a fence to the said cart track. MBPPL, by its letter dated December 6, 2021, replied to the SCN stating that they are verifying the records and the relevant layouts pertaining to the subject and sought additional time to submit a detailed response and requested the Commissioner not to initiate any steps or proceedings in the interim.

6. The Collector and Competent Authority, Pune Urban Agglomeration issued a notice dated March 13, 2023 to M/s Semi Conductors Ltd ("**Semi Conductors**") stating that: (a) the exemption order under Section 20 of the Urban Land Ceiling Act, 1976 was granted in respect of the property being The Square, Nagar Road project and as per the said order, the use or utilization of the land was to be done for industrial purpose and the transfer of the said property was prohibited, (b) pursuant to the documents in respect of building permission submitted by Pune Municipal Corporation to the Urban Land Ceiling authorities, it has been observed that Semi Conductors changed the user of the property to another user and obtained development permission. The matter is pending.

7. KRCPL received a letter dated December 29, 2023 from the Office of Joint District Registrar, Pune requesting KRCPL (now MBPPL pursuant to the sanctioned scheme of demerger) to avail the benefit of Amnesty Scheme 2023 on the deficit stamp duty and penalty thereon to be paid since the deficit stamp duty and penalty thereon has not been paid on the document No. 2380/2019 registered in the office of Joint Sub Registrar, Haveli No. 15, Pune MBPPL has replied vide letter dated April 4, 2024. No further communication received thereafter.

8. KRCPL received a copy of the interim application along with a commercial suit (Intellectual Property) filed by Novex Communications Private Limited before the Bombay High Court for infringement of copyright filed by Novex Communications against KRCPL in respect of an event conducted at a hotel "The Resort", whose land is owned by KRCPL. On September 13, 2024, the interim application was disposed of. The matter is pending.

9. The Office of Chief Controlling Revenue Authority, Pune issued two notices dated December 11, 2024, and December 13, 2024 ("**Notices**") to Serene Properties Private Limited (instead of MBPPL, its current name) for deficit stamp duty of ₹ 0.03 million to be payable on a lease deed bearing Adjudication No.850/2011. MBPPL has sent its reply dated April 4, 2025, stating that the responsibility to pay the stamp duty was on the licensee/lessee and has accordingly requested to withdraw the notice and approach the concerned lessee. No further correspondence received.

10. Serene Properties Private Limited (instead of MBPPL, which is its current name) ("**Non-Applicant**") is in receipt of notices dated September 16, 2025, on October 9, 2025 and (ii) dated September 25, 2025 from the office of chief controlling revenue authority ("**Authority**"), Pune for deficit stamp duty of ₹ 0.03 million (approximately) to be payable on a lease deed bearing Adjudication No.850/2011. MBPPL has addressed by a reply dated November 25, 2025, inter alia (i) seeking specific registration details; (ii) asking to furnish copies of the documents referred to in the said Notices; and (iii) seeking timelines to file the detailed reply. The Authority found the matter infructuous after deposit of the amount of short levy of stamp duty alongwith applicable penalty and consequently the matter is disposed off vide order dated June 3, 2026.

11. MBPPL filed a petition before Maharashtra Electricity Regulatory Commission ("**MERC**") seeking approval to amend its distribution licence due to a change in the SEZ area at Airoli, Thane. It also requests permission to continue supplying electricity to consumers in the de-notified area until Maharashtra State Electricity Distribution Company Limited ("**MSEDCL**") sets up its own infrastructure, along with allowance for corrections or modifications in the petition. The matter is ongoing.

12. MBPPL, Gigaplex and KRC Infra together with MBPPL and Gigaplex ("Petitioners") have filed a petition before the Maharashtra Electricity Regulatory Commission ("MERC") against Kreate Energy (I) Private Limited ("KEIPL"), seeking imposition of punishment and penalty upon KEIPL for deliberate and wilful non-compliance of the order dated September 27, 2023 passed by the MERC in Case No. 162 of 2022, for failure to pay ₹101 million along with carrying cost to the KRC Discoms as compensation towards increased power purchase expenses incurred during April 2022 to June 2022 due to the KEIPL's non-performance of the contract.

Noting repeated adjournments, the MERC directed KEIPL to file its reply within 15 days and stated that no further adjournments will be granted.

13. A miscellaneous application was filed by MBPPL before Maharashtra Electricity Regulatory Commission ("**MERC**") for approval of revised tariff from FY 2026-27 to FY 2029-30 for its distribution business in accordance with the MERC (Multi Year Tariff) Regulations, 2024 and MERC directive dated October 3, 2025. MERC disposed off the matter vide order dated March 30, 2026

14. MBPPL, Gigaplex and KRC Infra have filed a petition before the Maharashtra Electricity Regulatory Commission ("**Commission**") against Energy Edge Power Trading Limited, seeking adoption of the tariff discovered through competitive bidding and Ministry of Power guidelines dated March 30, 2016 and approval of the Power Purchase Agreements executed between MBPPL, Gigaplex and KRC Infra and Energy Edge Power Trading Private Limited for procurement of RE-RTC power up to 8 MW by KRC DISCOMs (4 MW by MBPPL, 2 MW by GEPL and 2 MW by KRC Infra), for a period of eleven months from January 1, 2026 to November 30, 2026, at a tariff of ₹5.30/kWh to ₹5.90/kWh at the Maharashtra State Periphery. The Commission allowed the petition and disposed off the matter by an order dated April 22, 2026.

15. MBPPL, Gigaplex and KRC Infra have filed a petition dated July 18, 2025 before Maharashtra Electricity Regulatory Commission against Sunsure Energy Private Limited and Sterling Agro Industries Ltd seeking adoption of the tariff of ₹4.35/kWh for Sunsure Energy Private Limited and ₹ 4.40/kWh for M/s Sterling Agro Industries Limited, determined through bidding process as per Section 63 of the Electricity Act, 2003 and in accordance with '*Guidelines for Tariff Based Competitive Bidding Process for Procurement of Power from Grid Connected Wind Solar Hybrid Projects*' issued dated August 21, 2023, for setting up of a grid connected wind-solar hybrid power projects for procurement of power of 60 MW for a period of twenty years from scheduled commencement of supply date and also seeking approval of Power Purchase Agreements initialled by MBPPL, Gigaplex and KRC Infra under Section 86(1)(b) of the Electricity Act, 2003 for procurement of 60 MW hybrid power for a period of 20 years. The matter is disposed off as withdrawn vide order dated April 22, 2026.

16. On April 9, 2026 a letter ("**Complaint**") addressed by Advocate Viraj Uddhav Pawar ("**Advocate**") for one Mr. Shashikant Kamble ("**Complainant**") to, the Maharashtra Pollution Control Board ("**MPCB**") and MBPPL ("**Project Proponent**") and others in respect of development carried out and buildings constructed at Commerzone IT Park project situated at S. No 144 and 145 Yerawada, Pune The complaint inter alia stated that MBPPL (a) has violated environment clearance ("**EC**") conditions; (b) carried out construction without a mandatory certified compliance report ("**CCR**"); and/or (c) failed to obtain other necessary permissions from any authorities, (d) constructed the said project or any part thereof without amending the EC, as alleged or otherwise, (e) changed its structural layout or building plan post approvals, and (f) construction in violation of EC norms and other allegations. On April 30, 2026 a letter was addressed by MPCB to MBPPL seeking clarification to the Complaint enclosing a copy of the said Complaint. On May 7, 2026, MBPPL submitted an interim reply to the said Complaint, denying all the contents of the Complaint. On May 27, 2026, MBPPL has sent a detailed response to the aforesaid Complaint to MPCB refuting all the allegations and claims in their entirety and iterating to dismiss the Complaint. On June 9, 2026, MBPPL issued a reply to Advocate denying the allegations and claims made in the said Complaint and sought from the Complainant for immediate and unconditional withdrawal of the Complaint from all the authorities and to refrain from sending unwarranted notices in the future.

17. For other pending regulatory actions against MBPPL, see "*Material litigation and regulatory actions pending against Mindspace REIT and the Asset SPVs – Gigaplex – Regulatory actions*".

(iv) *Material civil/commercial litigation*

1. With respect to the termination of a license agreement between MBPPL and Capstone Securities Analysis Private Limited ("**Capstone**"), a licensee at Unit No.003 in Building No.1 in Commerzone Yerwada, MBPPL has filed an eviction suit against Capstone in the Small Causes Court at Pune ("**Court**") for payment of arrears of license fees and other charges aggregating to ₹ 10.80 million and has sought injunction. By way of two separate orders dated June 16, 2022, application dated February 4, 2021, filed by MBPPL seeking directions against Capstone for depositing the monthly License Fee in Court was allowed by the Court, and application dated July 9, 2021 filed by Capstone for fixation of standard rent was rejected. On July 16, 2022, the Court allowed the application filed by MBPPL for interim/ad-interim injunction restraining Capstone from creating third party interest in the suit property and parting with the possession of the suit property in any manner, till final disposal of the suit. On August 3, 2023 Capstone appeared and filed on record a Purshis *inter-alia* stating that (a) Capstone has paid ₹ 10.92 million to MBPPL in compliance of orders passed in Civil Revision Application No. 45 of 2022 and (b) an additional amount of ₹ 0.35 million has also been transferred to MBPPL's account in view of MBPPL's claim of shortfall amount, and (c) Capstone has paid the license fee for the month of July and August 2023 at the rate of ₹ 0.42 million and as such an amount of ₹ 0.11 million is paid in excess as per month license fee is directed to be paid at ₹ 0.36 million. The written statement filed by Capstone was taken on record since Capstone made the payment as per the order of the Court. On August 5, 2025, MBPPL filed notice to produce the original documents in the custody of Capstone. On April 10, 2026, an application for amendment of the plaint was filed by MBPPL, without changing the nature of the suit, seeking amendment in the claims, reliefs and prayers in the plaint, based on subsequent events and by way of correction of inadvertent errors in monetary claims for the effective adjudication of the claim. The matter is kept for arguments on application on amendment. The matter is pending

2. A notice dated May 30, 2024, was received by Mindspace Business Park Private Limited from the Labour Court, Thane in relation to the labour complaint filed by Sachin Tatyaram Jagtap, who was ex-employee of Newfound seeking reinstatement of service. The matter is pending.

3. For other pending *Material civil/commercial litigation* actions against MBPPL, see "*Material litigation and regulatory actions pending against Mindspace REIT and the Asset SPVs – Gigaplex – Material civil/commercial litigation*".

H. Sundew Properties Limited ("Sundew")

(i) Title litigation and irregularities

1. The Office of the Land Reforms Tribunal Cum Deputy Collector & Special Grade Revenue Divisional Officer, Attapur ("**Tribunal**") had, by letter dated August 27, 2009, sought information from Sundew under Section 8(2) of to the Andhra Pradesh Land Reforms (Ceiling on Agriculture Holdings) Act, 1973 ("**APLRAC**") in respect of the entire land parcel at Mindspace Madhapur (Sundew).

   The Revenue Department of the Government of Andhra Pradesh forwarded a memo dated September 5, 2009, for furnishing of certain information to the Government of Andhra Pradesh, including information requested by the aforesaid letter dated August 27, 2009. Sundew has filed a detailed response on September 30, 2009 stating that (a) the land was originally granted by the Government of Andhra Pradesh to KRIT which was a joint venture company with APIIC, (b) the land was vested in Sundew by way of demerger order of the Hon'ble High Court of Andhra Pradesh ("**High Court**"), (c) the land has been declared as an SEZ and is therefore exempt from the local laws; (d) the land was shown as a non-agricultural land in the master plan of Hyderabad and is therefore not "land" covered under the APLRAC. The Tribunal issued a final notice to Sundew in January 2012 requesting Sundew to submit a declaration for full and correct particulars of the lands held by Sundew. In September 2009, Sundew also submitted a copy of the order dated August 9, 2012, which was passed by the High Court in a similar matter (being Writ Petition No. 19300/2012 filed by Neogen Properties Pvt. Ltd.) wherein a stay was granted by the High Court until further orders. The matter is pending before the Tribunal.

(ii) *Criminal Matters*

There are no pending criminal matters against Sundew, whose outcome could have material adverse effect on the financial position of Mindspace REIT.

(iii) *Regulatory actions*

For pending regulatory actions against Sundew, see "*Material litigation and regulatory actions pending against Mindspace REIT and the Asset SPVs – KRIT– Regulatory actions*".

(iv) *Material civil/commercial litigation*

There are no pending material civil/ commercial litigation involving Sundew, whose outcome could have material adverse effect on the financial position of Mindspace REIT.

I. Sustain Properties Private Limited ("Sustain")

(i) *Title litigation and irregularities*

There is no litigation pending in relation to the land held by Sustain.

(ii) *Criminal Matters*

There are no pending criminal matters against Sustain, whose outcome could have material adverse effect on the financial position of Mindspace REIT.

(iii) *Regulatory actions*

There are no pending regulatory actions against Sustain, whose outcome could have material adverse effect on the financial position of Mindspace REIT.

(iv) *Material civil/commercial litigation*

1. Sustain entered into a development agreement cum general power of attorney dated January 12, 2018 ("**Development Agreement**") with Janina Marina Properties LLP and Dyumat Hotels LLP ("**Petitioners**"). A writ petition has been filed by Janina Marina Properties LLP ("**Janina**") and another writ petition has been filed by Dyumat Hotels LLP ("**Dyumat**") before the Telangana High Court against Union of India and others (wherein Sustain is a respondent), *inter alia* seeking an order that the Petitioners are not liable to pay GST to the extent of transfer of development rights under Development Agreement, as in essence, it is a sale of land by the Petitioners which is exempted under the GST Act. It challenges the notification number 4/2018-Central Tax (Rate) dated January 25, 2018, and notification number 4/2018 dated February 28, 2018 to the extent such notifications seek to impose GST on sale of land by wrongly treating it as transfer of development rights in land by the land owner (*i.e.,* the Petitioners). Sustain has filed its counter affidavits in both the writ petitions. The matter is pending.

J. Macksoft Tech Private Limited ("Macksoft')

(i) *Title litigation and irregularities*

There is no litigation pending in relation to land held by Macksoft.

(ii) *Criminal matters*

There are no pending criminal matters against Macksoft, whose outcome could have material adverse effect on the financial position of Mindspace REIT.

(iii) Regulatory actions

There are no pending regulatory actions against Macksoft, whose outcome could have material adverse effect on the financial position of Mindspace REIT.

(iv) Material civil/commercial litigation

There is no pending material civil/commercial litigation involving Macksoft, whose outcome could have material adverse effect on the financial position of Mindspace REIT.

K. Pramaan Properties Private Limited ("Pramaan)

(i) Title litigation and irregularities

There is no litigation pending in relation to land held by Pramaan.

(ii) Criminal matters

By an order dated November 10, 2025, the National Company Law Tribunal, Mumbai Bench, approved the scheme of demerger of certain business of K. Raheja Private Limited (KRPL) into Pramaan Properties Private Limited. By virtue of the demerger, amongst others, the commercial undertaking of KRPL, now stands vested in Pramaan Properties Private Limited on a going concern and continuity basis without any disruption. There are certain litigations of KRPL which thus, affect the land held by Pramaan, as listed below and to which, Pramaan is not a party.

1. The Dy. Superintendent of Police, Criminal Investigation Department ("**CID**") had issued letter dated June 9, 2008 to Mr. Chandru L. Raheja [in relation to a project of K. Raheja Private Limited ("**KRPL**") known as Raheja Woods] in conne ction with an investigation in Swargate Police Station, Pune, in respect of the ULC case No. 23 – WA, S. No. 222/1 ("**ULC proceedings**"). KRPL is not a party to the ULC proceedings, however KRPL has appeared before CID and also replied with a letter dated June 11, 2008 submitting the requisite documents. Subsequently, pursuant to an application filed for the copy of chargesheet filed with respect to the above matter and on receipt of the same, it was noted that the Swargate Police Station had filed a chargesheet in the year 2005 with respect to the investigation wherein neither KRPL nor Mr. Chandru L. Raheja were named as accused. No further correspondence has been received.

(iii) Regulatory actions

As stated above, the following litigations of KRPL affect the land held by Pramaan to which, Pramaan is not a party.

1. The Pest Control Officer at MCGM has issued 58 notices to KRPL in respect of water stagnation at KRPL's project site at Worli, Mumbai and other related infringements of the Mumbai Municipal Corporation Act. KRPL has replied to MCGM stating that they have taken corrective measures and requested MCGM to conduct inspection in order to close the matter. No further correspondence has been received.

2. The issues of levy of premium/transfer fees/lease tenure/enhanced lease rent etc. relating to Brihanmumbai Mahanagarpalika ("**MCGM Estates**") two municipal leasehold properties acquired by KRPL are sub-judice before the Bombay High Court ("**Court**") in various petitions filed by various lessees and other parties. Neither KRPL, nor Pramaan are a party to such proceedings and has not filed any petition in court in this respect. MCGM Estates had raised demands on KRPL for transfer premium and penalty and transfer fee relating to the assignments of the said properties at Worli in favour of KRPL which was paid without prejudice & subject

to all rights & contentions of the parties. KRPL has filed undertaking dated October 19, 2015 and July 16, 2015 with MCGM, to abide by the final outcome in Writ Petition No.1251/2014 ("**Writ Petition**") and any other proceedings from time to time in relation to the issues of levy of premium / transfer fees / lease tenure / enhanced lease rent. The writ petition is pending with several other similar matters before the Court.

3. KRPL has received 6 notices all dated August 28, 2023 from Brihanmumbai Municipal Corporation, Pest Control Department ("**MCGM**"), for certain corrective actions to be taken on the construction site. KRPL responded to the said notices with 6 letters all dated September 22, 2023 and informed MCGM of the completion of work, compliance under the notices and requested for MCGM to verify the same and withdraw all notices.

4. KRPL received a notice dated November 10, 2023 from Brihammumbai Municipal Corporation, Building and Factories Department, G South Ward for certain corrective actions relating to air pollution mitigation guidelines to be taken on its Worli construction site. KRPL responded to the said notice vide letter dated November 13, 2023 and informed MCGM of the corrective action taken at the site and requested for MCGM to verify the same and withdraw the notice.

5. KRPL has received a show cause notice dated April 7, 2024 issued by MPCB alleging violation of some provisions of Water (Prevention and Control of Pollution) Act, 1974, and Air (Prevention and Control of Pollution) Act, 1981. In response KRPL has replied by letter dated May 15, 2024, denying the allegations and requesting for withdrawal of the show cause notice.

6. KRPL received a letter dated October 04, 2024 from the Office of the Executive Engineer, Construction Development Department Zone No. 4, Pune Municipal Corporation addressed to architect, Milind Patil and KRPL pertaining to the development and construction at Pune. The said letter dated October 04, 2024 states therein that KRPL has not obtained the consent to establish and consent to operate from the Maharashtra Pollution Control Board, violated the terms and conditions of the environment clearance and has not obtained mandatory no objection certificate from the Ministry of Environment and Forest Department. On October 11, 2024 KRPL has sent a reply to the aforesaid letter refuting the allegations therein and that KRPL is willing to construct a new building in the balance vacant land for which a proposal has been submitted to the Ministry of Environment and Forest.

7. KRPL had received a notice dated December 06, 2023, issued by the office of Joint Sub Registrar, Haveli No. 23 in respect of alleged deficit stamp duty of ₹ 0.49 million payable on the lease deed dated August 12, 2020 ("**Lease Deed**") executed between KRPL and HSBC. On December 19, 2023 KRPL replied to the said notice stating the Lease Deed was not valid and subsisting since it had been terminated by the lessor and lessee and there is no liability to make the payment of said any deficit stamp duty and requested to treat the matter as closed. Further, a letter dated December 22, 2023 was received by KRPL for availing the benefit of stamp duty under Amnesty scheme 2023 introduced by the stamp authorities. On April 11, 2024 KRPL replied clarifying that since the lease deed was already terminated, KRPL is not liable to pay the alleged deficit stamp duty on the said lease deed. On November 25, 2024, a notice was issued by the office of Joint District Registrar and Collector of Stamps, Pune to remain present for hearing. On June 30, 2025, KRPL received a notice dated June 25, 2025 issued by the office of Joint District Registrar, Pune intimating that the date of hearing is on July 9, 2025 in the matter. The matter is pending.

(iv) Material civil/commercial litigation

As stated above, the following litigations of KRPL affect the land held by Pramaan to which, Pramaan is not a party.

1. KRPL has filed a writ Petition in the Bombay High Court against Municipal Corporation of Greater Mumbai ("**MCGM**") and others under Articles 226 & 227 of the Constitution of India for quashing of demand notes for development charges contrary to the provisions of Section 124(A) and 124(B) of Maharashtra Regional and Town Planning Act, 1966 ("**MRTP Act**") which provide for the development charges to be levied on predominant user and refusal to refund the excess amount paid by KRPL in respect of its land / amalgamated plot at Worli. The predominant user for the said composite building is residential. It is inter alia prayed to adjust the sum of ₹ 252.28 million already paid by KRPL as excess amount in terms of the demand notes against the sum of ₹ 150.49 million payable by KRPL as development charges under the demand note dated August 24, 2021. By an order dated October 29, 2021, the Bombay High Court, without prejudice to the rights and contentions of KRPL, allowed it to pay the development charges at the rate of 6% of the ready reckoner rate and directed MCGM to process the applications for approvals/commencement certificate etc. The matter is directed to be listed with other similar writ petitions which are pending.

2. KRPL has received a copy of the application served upon them in the proceeding filed by Santosh Daundkar before National Green Tribunal against SEIAA and others impleading KRPL as party inter-alia alleging that the recreational ground cannot atop a concrete slab or podium as massive trees cannot achieve their full height and diameter. KRPL has filed its reply denying all the allegations. The matter is pending.

3. KRPL has received a copy of the application served upon them in the proceeding filed by Pratap Lal Teli before National Green Tribunal against State Level Environment Impact Assessment Authority, KRPL and others inter-alia alleging that sufficient open space has not been provided for plantation of trees on the mother earth, sufficient space between the trees are not provided and sufficient area has not been handed over for garden area by authority. The matter is pending.

4. KRPL and Mr. Chandru L. Raheja ("**Petitioners**") have filed a writ petition before the Bombay High Court ("**Court**") against the State of Maharashtra and others in respect of lands (Survey No. 222/1) situated at Yerwada, Pune and *inter alia* challenging the recovery of amounts and the stop work notices issued to KRPL pursuant to Urban Land Ceiling Act, 1976, the Urban land (Ceiling and Regulation) Repeal Act, 1999 and notice dated August 26, 2003 requiring to pay premium. Pursuant to an order dated April 7, 2010, the Petitioners have been allowed to continue with the development of the aforesaid lands. The matter is pending.

L. Sundew Real Estate Private Limited ("Sundew RE")

(i) Title litigation and irregularities

There is no litigation pending in relation to land held by Sundew RE.

(ii) Criminal matters

There are no pending criminal matters against Sundew RE, whose outcome could have material adverse effect on the financial position of Mindspace REIT.

(iii) Regulatory actions

There are no pending regulatory actions against Sundew RE, whose outcome could have material adverse effect on the financial position of Mindspace REIT.

(iv) Material civil/commercial litigation

Pursuant to a Deed of Conveyance dated March 31, 2021 and transfer of the immovable asset at Kalina from Ivory Property Trust to Sundew RE. Thus, the following matter of Ivory Property Trust may affect the immovable asset held by Sundew RE, and to which, Sundew RE is not a party.

1. A civil suit being Suit No. 1903 of 1995 ("**Suit**") was filed by Matasons Estate Private Limited ("**MEPL**") against BFL before the Hon'ble Bombay High Court together with various chamber summons, to specifically enforce an agreement for sale dated 1986 executed between MEPL and BFL for transfer of a particular land parcel. The property which forms the subject matter of the Suit is not clear from the Plaint since paragraph 1 of the plaint filed by MEPL in the Suit ("**Plaint**") makes reference to the land bearing CTS Number 5435 lying, being and situate at Village Kole Kalyan, South Salsette Taluka, Mumbai Suburban District in the Registration District of Mumbai Suburban ("**Land**") as the suit property and Exhibit A to the Plaint which describes the suit property, refers to other plots of land and does not make reference to the Land. Ivory Property Trust has been impleaded as a party to the Suit. The Suit is pending for final hearing.

M. Energispace Power Private Limited ("Energispace")

(i) Title litigation and irregularities

There is no litigation pending in relation to land held by Energispace.

(ii) Criminal matters

There are no pending criminal matters against Energispace, whose outcome could have material adverse effect on the financial position of Mindspace REIT.

(iii) Regulatory actions

There are no pending regulatory actions against Energispace, whose outcome could have material adverse effect on the financial position of Mindspace REIT.

(iv) Material civil/commercial litigation

There is no pending material civil/commercial litigation involving Energispace, whose outcome could have material adverse effect on the financial position of Mindspace REIT.

N. *Sycamore Properties Private Limited ("Sycamore")*

(i) Title litigation and irregularities

There is no litigation pending in relation to land held by Sycamore.

(ii) Criminal matters

There are no pending criminal matters against Sycamore, whose outcome could have material adverse effect on the financial position of Mindspace REIT.

(iii) Regulatory Actions

There are no pending regulatory actions pending against Sycamore, whose outcome could have material adverse effect on the financial position of Mindspace REIT.

(iv) Material civil/commercial litigation

1. The Commercial Court at Egmore, Chennai has issued summons dated February 12, 2025 ("**Summons**") to Sycamore and others ("**Respondents**") in Commercial Suit No. 289 of 2024

("**Court**"). D. Arputharaj ("**Petitioner**") has claimed an amount of ₹3.09 million (with interest) and has also prayed to the Court to grant ad-interim injunction restraining the Respondents from inter alia appointing new vendors/sub-contractors to carry on the work that were allotted to the Petitioner. Sycamore has filed its written statement. The matter is currently pending.

O. ***Content Properties Private Limited ("Content")***

(i) *Title litigation and irregularities*

There is no litigation pending in relation to land held by Content.

(ii) *Criminal matters*

There are no pending criminal matters against Content, whose outcome could have material adverse effect on the financial position of Mindspace REIT.

(iii) *Regulatory Actions*

There are no pending regulatory actions pending against Content, whose outcome could have material adverse effect on the financial position of Mindspace REIT.

(iv) *Material civil/commercial litigation*

There are no material civil/commercial litigation pending against Content, whose outcome could have material adverse effect on the financial position of Mindspace REIT.

P. ***Radial IT Park Private Limited ("RIPPL")***

(i) *Title litigation and irregularities*

A legal notice dated 12 January 2026 from Mr. D Chandran was received, among others, by RIPPL, claiming an undivided share of 11.5 cents out of freehold land admeasuring 0.27 acres held by RIPPL and seeking cancellation of the sale deed dated 19 October 2022 in respect of his share in the said land, or in the alternative, to pay the present market value towards Chandran's share in RIPPL. RIPPL has responded to the legal notice. No legal proceedings have been initiated by any party in this matter.

(ii) *Criminal matters*

There are no pending criminal matters involving RIPPL, whose outcome could have material adverse effect on the financial position of Mindspace REIT.

(iii) *Regulatory actions*

Under the Prevention of Money Laundering Act, 2002, the Directorate of Enforcement searched RIPPL's premises in March, 2024 and certain records were retained by them. However, no prosecution complaint has been filed, and no attachment has been made against RIPPL's assets. Further, under the Foreign Exchange Management Act, 1999, one of the erstwhile directors of RIPPL received a summon in September, 2024 seeking certain historic information regarding RIPPL's incorporation and the past acquisition, in response to which the requested information was furnished and no further summons or show-cause notice has been received. No further correspondence has been received from the Directorate of Enforcement under any of the above matters.

(iv) *Material civil/commercial litigation*

There are no material civil/commercial litigation involving RIPPL, whose outcome could have material adverse effect on the financial position of Mindspace REIT.

Tax Proceedings

Details of all direct tax, indirect tax and property tax matters against the Relevant Parties, as of July 31, 2026, is set forth:

Nature of case	Number of cases	Amount involved (in ₹million) (to the extent quantifiable)
Mindspace REIT and Asset SPVs		
Direct tax	23	1,487.55
Indirect tax	51	2,232.35
Property tax	1	0.26
Total	**75**	**3,720.16**

Notes:

The direct tax matters are primarily in the nature of demand notices and/or orders issued by the income tax authorities alleging non/short deduction of TDS, computation of taxable income on account of certain additions/disallowances, deduction of tax incentive and classifications of income resulting in additional demand of TDS/income tax. Such matters are pending at the relevant appellate authorities including income tax appellate tribunals and high courts. Further, it came to the notice of one of the Asset SPVs, based on information available on the website of the Hon'ble Bombay High Court (HC), that the Income tax Department has filed appeals against the ITAT order for AY 2012-13 to AY 2018-19, before the Bombay HC in relation to the allowability of deduction under section 80 IA of the Income tax Act, 1961. As on date, such Asset SPV has not been served with any formal intimation or copies of the appeal papers. The tax impact will be reassessed on receipt of intimation.

The indirect tax matters are primarily in the nature of demand notices and/or orders issued by indirect tax authorities alleging irregularities in payment of indirect taxes on identified transactions, wrong availment of GST input tax credit, irregular availment of CENVAT credit of service tax and mismatch in turnover reported in service tax returns vis-à-vis income tax returns. Such matters are pending before different indirect tax authorities, appellate authorities including indirect tax appellate tribunals, and high courts and supreme court.

In addition to the above, the Asset SPVs, are in receipt of notices, intimations, letters, enquiries, etc., in connection with the assessment (regular, best judgment, scrutiny, etc.) and reassessment procedures prescribed under the applicable indirect tax legislations (state value added tax and entry tax legislations, central sales tax, the Finance Act 1994, customs legislation) and Income Tax Act, 1961 read with the relevant rules and regulations prescribed thereunder. All requisite information, records, documents, returns, payment challans, submissions and declarations sought by the tax authorities have been provided from time to time. As on the date, the assessment proceedings are pending finalisation.

Amount involved in connection with tax proceedings includes, in addition to the tax/duty demanded, the penalty levied under the direct and indirect tax laws to the extent explicitly quantified. Interest has not been included.

Annexure XIII

Due diligence certificate

[Annexed separately]