

KIRTANE & PANDIT LLP

Certificate on Financial Indebtedness and Loans and Advances made by the Company

Date: 03 August, 2026

To:

Axis Capital Limited

Axis House, 1st Floor
Pandurang Budhkar Marg
Worli, Mumbai – 400025
Maharashtra, India

Jefferies India Private Limited

Level 16, Express Towers,
Nariman Point, Mumbai 400 021
Maharashtra, India

Kotak Mahindra Capital Company Limited

27 BKC, 1st Floor, Plot No. C –27
“G” Block, Bandra Kurla Complex
Bandra (East), Mumbai 400 051
Maharashtra, India

Nomura Financial Advisory and Securities (India) Private Limited

Ceejay House, Level 11
Plot F, Shivsagar Estate
Dr. Annie Besant Road, Worli
Mumbai 400 018, Maharashtra, India

SBI Capital Markets Limited

1501, 15th Floor, A & B Wing
Parinee Crescenzo Building
Bandra Kurla Complex, Bandra (East)
Mumbai 400 051
Maharashtra, India

360 ONE WAM Limited

360 ONE Centre, Kamala City
Senapati Bapat Marg, Lower Parel (West)
Mumbai – 400 013
Maharashtra, India

(Axis Capital Limited, Jefferies India Private Limited, Kotak Mahindra Capital Company Limited, Nomura Financial Advisory and Securities (India) Private Limited, SBI Capital Markets Limited, 360 ONE WAM Limited, and any other book running lead managers appointed by the Company are collectively referred to as the “Book Running Lead Managers” or the “BRLMs”)

and

The Board of Directors

Dhoot Transmission Limited

Gut No 312, Nanekarwadi, Chakan Tq Khed

Dist. Pune, Chakan – 410 501

Maharashtra, India

Dear Sir/ Madam,

Re: Proposed initial public offering of equity shares (the “Equity Shares”) of Dhoot Transmission Limited (the “Company” and such offering, the “Offer”)

In relation to the Company and its affiliates, we, Kirtane & Pandit LLP, Chartered Accountants, are an independent firm of chartered accountants. We have received a request from the Company to provide certain confirmation in relation to the loans, advances and working capital facilities from banks/institutions and any other financial indebtedness of the Company and its subsidiaries on a consolidated basis.

We have reviewed the (a) restated consolidated financial statements of the Company as at the end of and for the financial year ended March 31, 2026 and the financial years ended March 31, 2025, March 31, 2024 and March 31, 2023 (“Review Period”) prepared in accordance with the Indian Accounting Standard (“Ind AS”), the Guidance Note on Reports in Company’ s Prospectuses (Revised 2019) issued by the Institute of Chartered Accountants of India and the Companies Act, 2013, as amended, and restated by the statutory auditors of the Company, in accordance with the requirements of the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018 (the “SEBI ICDR Regulations”) (“Restated Financial Statements”); c) documents pertaining to the financial indebtedness of the Company and its subsidiaries, including, *inter alia*, sanction letters issued by the banks/ financial institutions, loan agreements, deeds of hypothecation, other letters and correspondence between the lenders and the Company and its subsidiaries; (d) documents and loan agreements pertaining to the loans and advances made by the Company and copies of arrangements/ work orders etc. executed between related parties for all material transactions.

Accordingly, we hereby confirm that the information provided in **Annexure A** is true, fair, correct, accurate, not misleading and without omission of any matter that is likely to mislead and adequate to enable investors to make a well-informed decision. Further, we confirm that as on July 20, 2026, except as stated in **Annexure A**, there are no other loan facilities availed by the Company or its subsidiaries or any guarantee extended by the Company or its subsidiaries on a consolidated basis.

We also confirm that, as on the date of this certificate, none of the banks or institutions from whom the Company or its subsidiaries have availed of debt facilities, have accelerated payment of the facility in full or in part on account of default in the repayment in any instalment or interest due or for violation of any other terms of any of the outstanding loans/ debt facilities granted to the Company or its subsidiaries.

We confirm that the information in relation to the consolidated financial indebtedness of the Company and its subsidiaries, as of July 20, 2026 as stated in **Annexure B**, is true, fair, correct, accurate and there is no untrue statement or omission which would render its contents misleading in its form or context.

We confirm that no loans and advances have been given from the Company to the promoters/directors and the persons / entities in which the promoters/directors are interested.

We conducted our examination in accordance with the Guidance Note on Reports or Certificates for Special Purposes (Revised 2016) (the “**Guidance Note**”) in accordance with the generally accepted auditing standards in India and other applicable authoritative pronouncements issued by the Institute of Chartered Accountants of India. These standards require that we plan and perform the examination to obtain reasonable assurance about the “Reporting Criteria”. The Guidance Note requires that we comply with the ethical requirements of the Code of Ethics issued by the Institute of Chartered Accountants of India. We hereby confirm that while providing this certificate we have complied with the Code of Ethics and the Standard on Quality Control (SQC) 1, Quality Control for Firms that Perform Audits and Reviews of Historical Financial Information, and Other Assurance and Related Services Engagements, issued by the Institute of Chartered Accountants of India.

This certificate is issued for the purpose of the Offer, and can be used, in full or part, for inclusion in the updated draft red herring prospectus – II to be filed by the Company with the Securities and Exchange Board of India (“**SEBI**”), the red herring prospectus and prospectus to be filed by the Company with the Registrar of Companies, Maharashtra at Pune (the “**RoC**”), SEBI and the BSE Limited and National Stock Exchange of India Limited (collectively, the “**Stock Exchanges**”), and any other material used in connection with the Offer (together, the “**Offer Documents**”).

We hereby consent (i) to our name Kirtane & Pandit LLP, Chartered Accountants and the aforementioned details being included in the Offer Documents; and (ii) to the submission of this certificate to any regulatory / statutory/ governmental authority, stock exchanges, any other authority

as may be required and/or for any other litigation purposes and/or for the records to be maintained by the BRLMs in connection with the Offer and in accordance with applicable law. We also consent to the inclusion of this certificate as a part of ‘*Material Contracts and Documents for Inspection*’ in connection with the Offer, which will be available to the public for inspection from the date of filing of the red herring prospectus until the Bid/Offer Closing Date and on the website(s) of the Company.

This certificate may be relied on by the BRLMs, their affiliates and legal counsels in relation to the Offer and to assist the BRLMs in conducting and documenting their investigation and due diligence of the affairs of the Company in connection with the Offer. We hereby consent to this certificate being disclosed by the BRLMs, if required (i) by reason of any law, regulation, order or request of a court or by any governmental or competent regulatory authority, or (ii) in seeking to establish a defence in connection with, or to avoid, any actual, potential or threatened legal, arbitral or regulatory proceeding or investigation.

Further, we consent to this certificate being uploaded, as may be necessary, as part of the back-up documents to be retained in relation to the Offer on the online document repository platform established by each of the Stock Exchanges, in accordance with SEBI Circular No. SEBI/HO/CFD/CFD-TPD-1/P/CIR/2024/170 dated December 5, 2024, as amended.

We undertake to immediately communicate, in writing, any changes to the above information/confirmations, as and when: (i) made available to us; or (ii) we become aware of any such changes, to the BRLMs and the Company until the equity shares allotted in the Offer commence trading on the relevant stock exchanges. In the absence of any such communication from us, the Company, the BRLMs and the legal advisors appointed with respect to Offer can assume that there is no change to the information/confirmations forming part of this certificate and accordingly, such information should be considered to be true and correct.

All capitalized terms used but not defined herein shall have the meaning assigned to them in the Offer Documents

Yours sincerely,

For Kirtane & Pandit LLP

ICAI Firm Registration No: 105215W/W100057

CA Mehul Shah
Partner
Membership No. 129408

UDIN: 26129408ZHYFTG8389

Encl: As above

CC:

Khaitan & Co

10th, 13th & 14th Floors, Tower 1C
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841, Senapati Bapat Marg
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Maharashtra, India

Cyril Amarchand Mangaldas

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Maharashtra, India

Latham and Watkins LLP

9 Raffles Place
#42 - 02 Republic Plaza
Singapore 048619

Annexure A

Category of borrowings	Sanctioned Amount	Outstanding amount as on July 20, 2026
Borrowings of the Company		
<i>Secured borrowings (A)</i>		
Term loans	815.00	683.60
Loans for General Corporate Purposes	1,633.20	530.19
Cash Credit and Working capital demand loans	5,770.00	4,779.20
Vehicle Loans	-	68.80
<i>Unsecured borrowings (B)</i>		
	-	9.30
Total (A+B)	8,218.20	6,071.09
Borrowings of the Subsidiaries		
<i>Secured borrowings (C)</i>		
Term loans	2,772.74*	1,796.18
Loans for General Corporate Purposes	465.61	371.18
Cash Credit and Working Capital Demand loans	1,800.00	885.94
Vehicle Loans		23.34
<i>Unsecured borrowings (D)</i>		
	-	-
Total (C+D)	5,038.35	3,076.65
Total (A+B+ C+D)	13,256.55	9,147.75

*Sanction limit of HSBC Bank for a subsidiary, Dhoot Transmission UK Limited is 4,600,000 GBP which has been converted into INR using the rate of 1 GBP = 129.94 INR as on July 20, 2026 (source: www.fbil.org.in).

Principal terms of the borrowings availed by the Company and Subsidiaries:

1. **Tenor:** The tenor of term loan borrowings availed by the Company and its Subsidiaries generally ranges from 48 months to 72 months, and some facilities are repayable on demand. The short-term revolving facility availed by the Company generally has a tenor of 3 or 6 months with a tranche period of 180 days. The tenor of working capital facilities availed by the Company and its Subsidiaries generally ranges from 45 days to 6 months, and most are repayable on demand. The cash credit facilities availed by the Company and its Subsidiaries are repayable on demand.
2. **Interest/Coupon Rate:** The applicable interest rate for the term loan facilities availed by the Company and its Subsidiaries generally ranges from 7.75% to 8.90% per annum. The interest rate on working capital loans availed by the Company and its Subsidiaries generally ranges from 6.05% to 8.00% per annum. The interest rate for cash credit facilities availed by the

Company and its Subsidiaries generally ranges from 7.75% to 8.00% per annum. Several term loans, working capital loans and cash credit facilities availed by the Company and its Subsidiaries have interest rates linked to benchmark rates, such as the marginal cost of lending rate, the three-month treasury bill rate, the repo rate, and others, over a specific period of time and spreads which are reset at periodic intervals, and are often as may be mutually agreed between the relevant lenders and the Company.

3. **Repayment/ Redemption:** The cash credit, receivable discounting, working capital demand loans and other short-term facilities availed by the Company and its Subsidiaries are typically repayable on demand, or at the elapse of a defined maturity period, which generally ranges from 45 days to 12 months. The repayment period for most term loan facilities generally ranges from 4 years to 8 years. The Company is required to repay the amounts in such instalments as per the repayment schedule stipulated in the relevant loan documentation.
4. **Penal interest:** Certain borrowings and facilities availed by the Company contain provisions for penal interest, over and above the prescribed interest rate, for delayed payment, default in repayment obligations, non-submission or delayed submission of stock statements, quarterly progress reports or audited financials, and other non-compliances, at rates ranging from 2.00% to 24.00% per annum over and above the applicable rate of interest. The borrowing facilities availed by the Subsidiary, Dhoot Automotive Systems Private Limited, contain provisions for penal interest upto 2.00% over and above the agreed rate of interest.
5. **Security:** In accordance with the terms of the borrowing, arrangements and facility documents, the Company has provided security by way of, among other things:
 - a) First pari passu charge over movable and immovable fixed assets of the Company, its Subsidiaries, Promoters and members of the Promoter Group;
 - b) exclusive charge over current assets including stock and book-debts;
 - c) corporate guarantees of Dhoot Holdings Private Limited, Dhoot Autocomponents Private Limited, Dhoot Automotive Systems Private Limited, and Dhoot Electricals Systems Limited.

Certain working capital facilities, including receivable discounting facilities, are unsecured. The nature of securities described herein is indicative and there may be additional requirements for creation of security under the terms of the various borrowing arrangements entered into by the Company.

6. **Pre-payment penalty:** The borrowings availed by the Company and its Subsidiaries typically have pre-payment provisions which allow for pre-payment of the outstanding amount, subject to the conditions specified in the borrowing arrangements or as may be determined by the lender or mutually agreed between the Company and the lender. Certain lenders may charge a prepayment penalty, generally ranging from 1.00% to 2.50%, of the outstanding amount or such other amount as they may decide at the time of prepayment. Certain lenders may also subject the Company to funding penalties on prepayment.
7. **Restrictive covenants:** In terms of the borrowing arrangements, the Company and its Subsidiaries are required to comply with various financial covenants, restrictive covenants and conditions restricting certain corporate actions, and the Company is required to take prior consent from the lender and/or intimate the lender before carrying out such actions, including, but not limited to the following:
 - (i) effecting any adverse changes in the Company's capital structure, shareholding

pattern or management control;

- (ii) formulating or effecting any scheme of amalgamation or merger or reconstruction;
- (iii) amending or modifying the constitutional documents of the Company;
- (iv) undertaking guarantee obligations on behalf of any other person;
- (v) declaring any dividend or distribution of profits, if any instalment towards principal or interest remains unpaid on its due date; and
- (vi) creating encumbrance or, lien on assets, or disposing of assets charged in favour of the lenders.

8. **Events of default:** The Company's borrowing arrangements contain standard events of default including, among others:

- (i) non-payment of money due to any person or lender as and when the amount falls due or when demanded;
- (ii) breach of or default in the performance of or observance of any of the terms, covenants, obligations or undertakings stipulated in the relevant documents;
- (iii) incorrect or misleading representation, warranty or statement under the facility documents;
- (iv) failure to create and perfect security;
- (v) any notice or action in relation to actual or threatened proceedings relating to bankruptcy, liquidation or insolvency being initiated against the Company;
- (vi) the Company ceasing or threatening to cease to carry on its business;
- (vii) occurrence of an event or a circumstance which could have a material adverse effect on the lender;
- (viii) opening/maintaining an account with other banks without the express approval/no objection certificate from the bank or consortium of lenders;
- (ix) change in control; and
- (x) cross default on any facility availed by the Company.

The details provided above are indicative and there may be additional terms, conditions and requirements under the various outstanding borrowing arrangements of the Company and its Subsidiaries.

9. **Consequences of occurrence of events of default:** In terms of the borrowing arrangements for the facilities availed by the Company and its Subsidiaries, the following, among others, are the consequences of occurrence of events of default, whereby the lenders may, inter alia:

- (i) accelerate repayment of facilities or declare all sums outstanding as immediately due and payable;
- (ii) impose penal interest rates on the amounts due;

- (iii) enforce their security interest over the hypothecated assets;
- (iv) suspend or cancel any undisbursed amount of the facility; and
- (v) exercise powers to recall the advance and take recovery action including action under the SARFAESI Act, 2002, Insolvency and Bankruptcy Code, 2016 and other recovery and legal measures.

Annexure B

Sr. No.	Name of the Lender*	Date of sanction letter / facility agreement	Nature of borrowing*	Date of disbursement of loan	Amount Sanctioned/ as at July 20, 2026 (₹ in million)*	Outstanding amount as on July 20, 2026 (₹ in million)*	Amount disbursed as on July 20, 2026 (₹ in million)	Repayment date/ Schedule*	Tenor*	Rate of interest rate as at July 20, 2026*	Purpose as mentioned in the sanction letter*	Prepayment condition s/ penalty	Security Details*	Whether utilised for capital expenditure (Yes/ No)
<i>Dhoot Autocomponents Private Limited</i>														
1.	HDFC Bank Limited	January 25, 2024	Term Loan	March 6, 2024 March 12, 2024	750.00	155.62 224.37	291.79 420.70	March 01, 2029 March 01, 2029	60 equal monthly installments from the date of disbursement	7.75% (As mutually agreed)	For takeover of Dhoot Transmission Limited plant at Gut No.102, Farola , Paithan Road, Aurangabad	2% on term loan facility	a.Current Assets: Exclusive charge on stock, book debts and all current assets of the Company (Present and Future). b.Plant And Machinery: Exclusive charge on Plant & Machineries of the company situated at Gat No 102, Farola, Paithan Road, Tal – Paithan, Aurangabad. c.Immovable	Yes – Acquisition of Gut no 102, Pharola, Paithan Road, Chhatrapati Sambhajinagar and other capital expenditure.

S r . N o .	Name of the Lende r*	Date of sanction letter / facility agreement	Nature of borrowin g*	Date of disbursem ent of loan	Amount Sanctioned/ as at July 20, 2026 (₹ in million)*	Outstanding amount as on July 20, 2026 (₹ in million)*	Amount disburs ed as on July 20, 2026 (₹ in million)	Repaym ent date/ Schedul e*	Tenor*	Rate of interest rate as at July 20, 2026*	Purpose as mentione d in the sanction letter*	Prepaym ent condition s/ penalty	Security Details*	Whether utilised for capital expenditur e (Yes/ No)
													Property: Exclusive charge on factory land and building at Gat No 102, Farola, Paithan Road, Taluk Paithan, Aurangabad. d. Corporate Guarantee: Corporate Guarantee of M/S Dhoot Holdings Private Limited and M/S Dhoot Electricals Systems Private Limited.	
		November 21, 2024	Term Loan	March 21, 2025	275.00	229.95	246.38	March 01, 2031	6 years including moratorium period of 12 months, repayment in	7.75% (linked to 3 months repo rate	Capital expenditu re	upto 2% of loan outstandi ng for term loan	a. Immoveable property: Exclusive primary charge on land and building at Gut	Yes – Plant and machinery for Dhoot Transmission Limited

S r . N o .	Name of the Lende r*	Date of sanction letter / facility agreem ent	Nature of borrowin g*	Date of disbursem ent of loan	Amount Sanctioned/ as at July 20, 2026 (₹ in million)*	Outstanding amount as on July 20, 2026 (₹ in million)*	Amount disburs ed as on July 20, 2026 (₹ in million)	Repaym ent date/ Schedul e*	Tenor*	Rate of interest rate as at July 20, 2026*	Purpose as mentione d in the sanction letter*	Prepaym ent condition s/ penalty	Security Details*	Whether utilised for capital expenditur e (Yes/ No)
									60 monthly installments	plus 275 bps)			No 101 and 09 Village Farola, Tq. Paithan, Dist. Aurangabad, Gut No 10 Village Farola, Tq. Paithan, Dist. Aurangabad (Reswal), Gut No. 10, in all adm. 3 Hector 86 R, situated at Village Farola, Taluka Paithan (Desarda), land adm. 40 R, forming part of Gut No. 10, in all adm. 3 Hector 86 R, situated at Village Farola (Parason). b.Plant and Machinery:Excl	plant at Gut No. 102, Farola, Aurangabad and other capital expenditur e.

S r . N o .	Name of the Lende r*	Date of sanction letter / facility agreem ent	Nature of borrowin g*	Date of disbursem ent of loan	Amount Sanctioned/ as at July 20, 2026 (₹ in million)*	Outstanding amount as on July 20, 2026 (₹ in million)*	Amount disburs ed as on July 20, 2026 (₹ in million)	Repaym ent date/ Schedul e*	Tenor*	Rate of interest rate as at July 20, 2026*	Purpose as mentione d in the sanction letter*	Prepaym ent condition s/ penalty	Security Details*	Whether utilised for capital expenditur e (Yes/ No)
													usive charge on plant & machineries of the company situated at Gut No 102, Farola, Paithan Road, Tal Paithan, Aurangabad. c.Current Assets: – Exclusive charge on current assets of the company (present & future). d.Corporate Guarantee: – Corporate guarantee of Dhoot Holdings Pvt Ltd and Dhoot Electricals	

S r . N o .	Name of the Lende r*	Date of sanction letter / facility agreement	Nature of borrowin g*	Date of disbursem ent of loan	Amount Sanctioned/ as at July 20, 2026 (₹ in million)*	Outstanding amount as on July 20, 2026 (₹ in million)*	Amount disburs ed as on July 20, 2026 (₹ in million)	Repaym ent date/ Schedul e*	Tenor*	Rate of interest rate as at July 20, 2026*	Purpose as mentione d in the sanction letter*	Prepaym ent condition s/ penalty	Security Details*	Whether utilised for capital expenditur e (Yes/ No)
													Systems Pvt Ltd.	
		Novemb er 21, 2024	Cash Credit	NA	450.00	252.44	252.44	NA	Repayable On demand	8% (linked to 3 months repo plus 275 bps)	Facility to be used for working capital purpose	NA	a. Current Assets ~ Exclusive charge on current assets of the company (present & future). b.Stocks and book debts ~ Exclusive charge on stock and book debts of the company (present & future) for Dhoot Auto Components Pvt Ltd. c.Factory Land and Building ~ Exclusive charge on factory land and building at	No

S r . N o .	Name of the Lende r*	Date of sanction letter / facility agreem ent	Nature of borrowin g*	Date of disbursem ent of loan	Amount Sanctioned/ as at July 20, 2026 (₹ in million)*	Outstanding amount as on July 20, 2026 (₹ in million)*	Amount disburs ed as on July 20, 2026 (₹ in million)	Repaym ent date/ Schedul e*	Tenor*	Rate of interest rate as at July 20, 2026*	Purpose as mentione d in the sanction letter*	Prepaym ent condition s/ penalty	Security Details*	Whether utilised for capital expenditur e (Yes/ No)
													Gut no 102, Farola, Paithan Road, Tal Paithan, Aurangabad d. Corporate Guarantee ~ Corporate guarantee of Dhoot Holdings Pvt Ltd and Dhoot Electricals Systems Pvt Ltd. e. Plant and Machinery ~ Exclusive charge on plant & machineries of the company situated at Gut no 102, Farola, Paithan Road, Tal Paithan, Aurangabad.	

S r . N o .	Name of the Lende r*	Date of sanction letter / facility agreem ent	Nature of borrowin g*	Date of disbursem ent of loan	Amount Sanctioned/ as at July 20, 2026 (₹ in million)*	Outstanding amount as on July 20, 2026 (₹ in million)*	Amount disburs ed as on July 20, 2026 (₹ in million)	Repaym ent date/ Schedul e*	Tenor*	Rate of interest rate as at July 20, 2026*	Purpose as mentione d in the sanction letter*	Prepaym ent condition s/ penalty	Security Details*	Whether utilised for capital expenditur e (Yes/ No)
													c. Corporate Guarantee – Corporate Guarantee of Dhoot Holdings Pvt Ltd and Dhoot Electricals Systems Pvt Ltd. d. Stocks And book debts – Exclusive charge on stock and book debts of the company (present & future) situated at Gut No 101, Gut No 6 to 10, Village Farola, Paithan Road, Aurangabad.	

		February 20, 2023	Cash Credit	August 31, 2023	300.00	257.67	257.67	NA	Repayable on demand	7.75% (As mutually decided time to time)	Facility to be used for working capital purpose	As mutually agreed	a.Plant And Machinery – Exclusive charge of plant and machinery (present & future) situated at Gut No 101, Gut No 6 to 10, Village Farola, Paithan Road, Aurangabad. b.Factory Land and Building – Exclusive charge of land & building (present & future) situated at Gut No 101, Gut No 6 to 10, Village Farola, Paithan Road, Aurangabad. c.Corporate Guarantee – Corporate Guarantee of Dhoot Holdings Pvt Ltd and Dhoot Electricals Systems Pvt Ltd. d.Stocks And	No
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													book debts – Exclusive charge on stock and book debts of the company (present & future) situated at Gut No 101, Gut No 6 to 10, Village Farola, Paithan Road, Aurangabad.	
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S r . N o .	Name of the Lende r*	Date of sanction letter / facility agreement	Nature of borrowin g*	Date of disbursem ent of loan	Amount Sanctioned/ as at July 20, 2026 (₹ in million)*	Outstanding amount as on July 20, 2026 (₹ in million)*	Amount disburs ed as on July 20, 2026 (₹ in million)	Repaym ent date/ Schedul e*	Tenor*	Rate of interest rate as at July 20, 2026*	Purpose as mentione d in the sanction letter*	Prepaym ent condition s/ penalty	Security Details*	Whether utilised for capital expenditur e (Yes/ No)
2.	SBI Bank	Septem ber 18, 2025	Bill Discounti ng	NA	750.00	164.23	164.23	NA	Upto 60 days (45 days + 15 days grace period from invoice due date)	6.50% (91 days T-bill + 120 bps)	For discount ing of receivabl e from a custome r	NA	Assignment of factored receivables accepted by a customer	No

Sr. No.	Name of the Lender*	Date of sanction letter / facility agreement	Nature of borrowing*	Date of disbursement of loan	Amount Sanctioned/ as at July 20, 2026 (₹ in million)*	Outstanding amount as on July 20, 2026 (₹ in million)*	Amount disbursed as on July 20, 2026 (₹ in million)	Repayment date/ Schedule*	Tenor*	Rate of interest rate as at July 20, 2026*	Purpose as mentioned in the sanction letter*	Prepayment conditions/ penalty	Security Details*	Whether utilised for capital expenditure (Yes/ No)
3.	HSBC	June 16, 2026	Working Capital demand loan	NA	300.00	180.00	180.00	NA	Repayable on demand	7.30% (Mutually agreed which is prevalent to MCLR / 3 month T-Bill)	General purpose corporate loan	No prepayment/ Early Redemption penalty	First pari-passu charge on entire current asset (present or future) of Dhoot Transmission Limited	No

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4.			Cash Credit		31.60	31.60				7.90% (As mutually agreed)				

Sr. No.	Name of the Lender*	Date of sanction letter / facility agreement	Nature of borrowing*	Date of disbursement of loan	Amount Sanctioned/ as at July 20, 2026 (₹ in million)*	Outstanding amount as on July 20, 2026 (₹ in million)*	Amount disbursed as on July 20, 2026 (₹ in million)	Repayment date/ Schedule*	Tenor*	Rate of interest rate as at July 20, 2026*	Purpose as mentioned in the sanction letter*	Prepayment condition s/ penalty	Security Details*	Whether utilised for capital expenditure (Yes/ No)
Dhoot Transmission UK Limited														
1.	HSBC Bank	July 16, 2025	Term Loan	July 16, 2025	597.72	553.26	553.26	July, 2030	Repayable on demand	Bank of England base rate + 2.25%	Capital expenditure	1% of outstanding amount	Legal mortgage over the land lying to the north of Drainside (Phase 3) Kirton Distribution Park Kirton Boston.	Yes – for plant in Kirton Distribution Park Kirton Boston and other capital expenditure.
		July 14, 2025		July 14, 2025						Bank of England base rate + 2.45%				
		October 13, 2023	Bill Discounting	January 22, 2024	465.61	371.26	371.18			Bank of England base rate + 1.80%	General purpose corporate loan	NA	Trade Receivables	
Total						924.45								

Dhoot Transmission Limited

Sr. No .	Name of the Lender*	Date of sanction letter / facility agreement	Nature of borrowing*	Date of disbursement of loan	Amount Sanctioned/ as at July 20, 2026 (₹ in million) *	Outstanding amount as on July 20, 2026 (₹ in million) *	Amount disbursed as on July 20, 2026 (₹ in million)	Repayment date/ Schedule*	Tenor*	Rate of interest rate as at July 20, 2026*	Purpose as mentioned in the sanction letter*	Prepayment conditions / penalty	Security details *	Whether utilised for capital expenditure (Yes/ No)
1.	HSBC Bank	30-09-2025 (The original sanction letter was dated April 11, 2023, which was amended on September 30, 2025: Basis the amendment dated September 30, 2025, the (i) change	Term loan	May 17, 2023 October 31, 2023 January 30, 2024 February 29, 2024 March 30, 2024 May 31, 2024 November 13, 2024	390.00 (Earlier sanction limit for this facility was Rs.540 million which was changed from 30-09-25 to Rs. 390 million)	112.68 28.50 18.68 29.49 36.86 25.52 6.87	516.35	May 1, 2028	Maximum 5 years door-to-door tenor including 12 months moratorium	7.77% - 8.21% (3-month T-Bill)	To part finance the proposed CAPEX Project of the borrower located at Sheojipura , Tehsil Badli, Dist. Jhajjar Haryana.	Any cancellation or prepayment facility will be subject to funding penalties at bank's direction	Exclusive charge on Plot No 1,2,3,6,7,8, Street 3 and 5, Sector 2B, Sheojipura, Tehsil Badli, Dist. Jhajjar Haryana.	Yes – Used for setting up plant at Sheojipura, Tehsil Badli, Dist. Jhajjar Haryana and other capital expenditure.

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		and instead, exclusive charge was created on Plot No 1,2,3,6,7, 8, Street 3 and 5, Sector 2B, Sheojipura, Tehsil Badli, Dist. Jhajjar Haryana.												
		September 30, 2025		July 28, 2025	425.00	425.00	425.00	May 1, 2030		7.76%(Mutually agreed which is prevalent to MCLR / 3	Towards repayment of last 6 months capex plan and future			

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										month T-Bill)	capex plan			
		September 30, 2025	Working capital demand loan	September 09, 2025	500.00	440.00	440.00	No prepayment/ Early Redemption penalty	Upto 90 days	7.20% (Mutually agreed which is prevalent to MCLR / 3 month T-Bill)	To finance working capital requirements	NA	First pari-passu charge on entire current asset (present or future) of Dhoot Transmission Limited	No
	Bajaj Finance Limited	February 27, 2024	Term loan	December 5, 2019	1,633.20	10.75	967.64	January 1, 2027	05 years including 12 months moratorium period	8.90%(BFL FRR+ 0.35% spread)	Towards general purpose corporate loan	2.5% of Principal Outstanding	Exclusive Charge on Specific movable fixed assets of Dhoot Transmission Limited located at Maharashtra.	Yes – Plant and Machinery Hosur plant – 3, Krishnagiri, Tamil Nadu and other capital expenditure

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			Term Loan	April 4, 2024		519.44	839.20	March 1, 2030	06 years, to be repaid in 72 equated principal installments. The due date for installment and interest servicing is 5th of every month		Towards General Corporate Purpose Loan			Yes – Plant and Machinery for AURIC city plant in Aurangabad, Maharashtra and purchase of land for upcoming plant at Jhajjar along with other capital expenditure
2.	UBI Bank	December 15, 2025	Bill Discounting	NA	1,270.00	1,200.19	1,200.19	No tenor specified	Repayable on demand	6.10%(EBLR - 1.90% Bill under Non-LC (with	Bill Discounting for receivable	No prepayment/ Early Redemption	a. First pari-passu charge on entire current assets	No

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										recourse) up to 90 days)	s	on penalty	(present or future) of the company along with other working capital lenders. b. Bills drawn on reputed companies c. Counter guarantee of the company	
3.	HDFC Bank Limited	September 30, 2025	Cash credit	NA	500.00	122.80	122.80	NA	Repayable on demand	7.75% (At the time of disbursement)	Facility to be used for working capital purpose	upto 2% of the sanctioned amount for working capital facilities	a.Stocks and Receivables: First pari passu charge with other WC lenders on entire stock & book debts of the company (both present & future).	No

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													b.Plant and Machinery: Second pari passu charge on entire plant & machinery, in line with the mortgage of nodal bank with nodal of the company (present & future) along with other lenders. Pari passu charge on entire Plant & Machinery of the company.Property address – At Farola Gut no 100 and Gut no.102 (plant I & plant II),	

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													Aurangabad. c.Factory Land and Building: First pari passu charge on entire factory land & building as with nodal bank. Property Address – At Farola Gut no 100 and Gut no.102 (plant I & plant II), Aurangabad.	
4.	HDFC Bank	September 30, 2025	Working Capital demand loan	NA	500.00	350.00	350.00	Repayable on demand	Repayable on demand	7.00% (At the time of disbursement)	Facility to be used for working capital purpose	upto 2% of the sanctioned amount for working capital facilities	a. Stocks and Receivables: First pari passu charge with other WC lenders on entire stock & book debts of	No

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													the company (both present & future). b. Plant and Machinery: Second pari passu charge on entire plant & machinery, in line with the mortgage of nodal bank with nodal of the company (present & future) along with other lenders. Pari passu charge on entire Plant & Machinery of the company. Property address –	

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													At Farola Gut no 100 and Gut no.102 (plant I & plant II), Aurangabad. c.Factory Land and Building: First pari passu charge on entire factory land & building as with nodal bank. Property Address – At Farola Gut no 100 and Gut no.102 (plant I & plant II), Aurangabad.	
5.	SBI Bank	August 8, 2025	Bill Discounting	NA	1,000.00	999.95	999.95	NA	Upto 60 days (45 days + 15 days	6.50%(91 days T-bill + 120 bps)	For discounting of receivable	NA	Assignment of factored receivables accepted by	No

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									grace period from invoice due date)		from Bajaj Auto Limited.		Bajaj Auto Limited (BAL)	
6.	SIBL Bank	September 8, 2023	Bill discounting	NA	750.00	100.78	100.78	NA	Maximum 90 days or credit period allowed by the supplier from date of commercial invoice whichever is lower as specified via amended sanction letter	7.15% (Bank's MCLR plus the maximum of customer specific charges (Spread))	To finance against sales receivables from certain customers	NA	a. Invoice and proof of delivery	No

S. No	Company	Name of the Lender	Amount outstanding as of July 20, 2026
1	DTPL	Union Bank of India	39.80
2	DTPL	HDFC Bank	17.44
3	DTPL	SIBL Bank	11.57
4	DTPL	Others	9.30
5	DASPL	HDFC Bank	1.40
6	DASPL	United Bank of India	7.34
7	DESPL	HDFC Bank	2.93
8	DESPL	United Bank of India	5.75
9	DACPL	United Bank of India	2.19
10	DT-UK	HSBC UK Bank	3.72
Total Loans			101.44