



Vinay I Aggarwal & Associates

CHARTERED ACCOUNTANTS

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GST No.: 07AAMFV8567B1ZR

To,
Smart Horizon Capital Advisors Private Limited
(Formerly Known as Shreni Capital Advisors Private Limited)
B/908, Western Edge II, Kanakia Space, Behind metro mall,
Off Western Express Highway, Magathane, Borivali East,
Mumbai – 400066, Maharashtra, India.
(The “Book Running Lead Manager”)

Dear Sir(s),

Proposed Initial Public Offer (“IPO”) Tipco Engineering India Limited (Formerly known as Tipco Engineering India Private Limited) on SME Platform of BSE Limited (“BSE SME”) on SME Platform of BSE Limited (“BSE SME”)

Company M/s Tipco Engineering India Limited (CIN U29309HR2021PLC098103) has availed borrowings in the ordinary course of our business. Set forth below is a summary of aggregate outstanding borrowings as on Financial Year ended December 31, 2025:

Nature of Borrowing	Amount
Secured Borrowing	3657.74
Unsecured Borrowings	94.20
Total	3751.94

DETAILS OF BORROWINGS:

Details of Secured Borrowings:

Name of Lender	Purpose & Utilisation	Sanction Date / Agreement date	Sanction Limit/ Amount (In Lakhs)	Securities offered	Rate of Interest p.a.	Re-Payment Schedule	Outstanding amount as on (as per Books) 31.12.2025
ICICI Bank	Vehicle Loan	04/07/2023	30.00	Vehicle	9.30% Fixed	Yes	21.76
Indian Bank	Property Loan	09/02/2024	138.32	Property of Group Company	Repo+2.50% i.e. 7.75%	Yes	116.83
Indian Bank	Property Loan	09/02/2024	87.25	Property of Group Company	Repo+5.85% i.e. 11.10%	Yes	50.17
Indian Bank	Working Capital (Refer Note I)	09/02/2024	3000.00	Inventory and Book Debts	Repo+3.05% i.e. 8.30%	No	3027.45
Indian Bank	Adhoc Limit	26/09/2025	500.00	Inventory and Book Debts	10.30%	No	23.05



Aditya Birla Finance Limited	Business Loan	28/12/2023	442.50	Property of Director	10.20%	Yes	418.48
	Total						3657.74

Details of Unsecured Borrowings:

(₹ in Lakhs)

NAME OF LENDER	Purpose & Utilisation	Securities offered	Sanctioned Amount	Rate of Interest	Repayment Schedule	Outstanding amount as on (as per Books)
						31.12.2025
Godrej Finance Limited	Business Loan	Not Applicable	35.70	17.25%	Yes	1.74
MONEY WISE FINANIS ERV PLB	Business Loan	Not Applicable	50.31	17.00%	Yes	21.16
SMFG INDIA CREDIT COMPANY	Business Loan	Not Applicable	50.30	15.50%	Yes	20.89
UGRO CAPITAL LIMITED	Business Loan (Refer note 3)	Not Applicable	40.24	17.50%	Yes	0.03
YES BANK B/L	Business Loan (Refer note 3)	Not Applicable	30.00	16.50%	Yes	12.57
DEUTSCHE BANK	Business Loan	Not Applicable	40.00	17.00%	Yes	16.96
ICICI BANK LOAN B/L	Business Loan	Not Applicable	50.00	15.50%	Yes	20.85
Total						94.20

Note 1 : Details of negative Covenants, if any

Guarantee:- Director Ritesh Sharma, Sonia Sharma and RGVY Enterprises has given the guarantee against the loan availed from Indian Bank.

Post Disbursement General Conditions:

1. The advance must be used for the purpose for which it is sanctioned. The borrower shall provide an "End use certificate" from the chartered accountant. The "end use certificate" shall certify that the funds drawn down have been used for the purpose mentioned in the loan application. Any deviation will be dealt with as per RBI guidelines.

2. Verification of Stocks and book debts (for OCC) to be carried out by branch official on monthly basis. For OCC, simplified monthly stock statement showing opening stock, purchases, cost of sales and closing stock to be obtained. Detailed stock and book debt statement (with age-wise break up) at the end of each quarter duly certified by CA to be obtained.

3. Unless otherwise specified, the sanction of Working Capital limits availed will remain in force for a period of one year from the date of sanction. Any request for renewal/enhancement should be made at least three months in advance and the application should be accompanied by all the relevant data as required by Bank.



4. Branch to ensure that there will not be a variation of more than $\pm 5\%$ in the final Balance Sheet for year 2024-25 as compared to Provisional Financials for the corresponding year. Further, Rating to be done on ABS for FY 2025.

5. Processing charges for renewal of facilities will be charged irrespective of whether the renewal papers are submitted or not. However, continuation of facilities will be at the sole discretion of the Bank

6. Property tax paid receipts for the properties under mortgage shall be produced every year.

7. All assets charged to the Bank shall be adequately insured against all attendant risks at the expense of the borrower(s). The Insurance policy with the Bank clause (viz. Bank as mortgagee, hypothecate or pledge as the case may be) shall be lodged with the Bank. The insurance cover shall be kept in force at all times through prompt renewals and with suitable enhancements to include any increase in the value of securities. Bank has tie up with UIIC Ltd whose services may be utilized for this purpose.

8. Machinery, equipment, vehicles, etc., charged to the Bank shall be painted with the Bank's name or affixed with the bank's name board. Bank name board with specific mention of the branch name shall be displayed prominently both inside and outside the premises where stocks hypothecated/pledged to the Bank are stored.

9. Securities offered for one or more facilities and charged to the Bank shall also stand as additional security for all other facilities now granted or to be granted from time to time.

10. Fixed assets charged to the Bank are subject to valuation at least once in three years or at shorter periodicity as per the decision of the Bank.

11. The Borrower shall ensure that the balance in the account including the periodical interest charged/chargeable is well within the drawing limit at all times.

12. Interest will be charged on the last working day of the month on per annum payable monthly basis or as prescribed by Reserve Bank of India/ Bank and shall be serviced within a maximum period of 15 days.

13. Bank is entitled to transfer or assign the whole or part of their rights and obligations under/ in respect of the facility to other persons/entities without notice to the borrower.

14. Branch to recover CIBIL as per norms

15. Feedback report to be submitted within 30 days of sanction

16. In case of non-availment/ partial availment of limits/deterioration in a borrower's creditworthiness, the unavailed limits are cancellable unconditional.

17. Branch to ensure that:

> Any business transaction to the group concern should be at arm length.

- Debtor/Creditors mentioned in the Stock statement should be verified by Branch at regular interval and ensure that transaction is genuine business transactions.

- Monthly stock, book debts and creditors statement to be obtained from the borrower DP should be calculated strictly as per Bank guidelines.

> Repayment of unsecured loan shall not be done during **the tenure of proposed debt** to banks and an undertaking to this effect to be obtained.

Undertakings:

Company to submit stamped undertaking in favour of the Bank to the following effect:

a) Any capital expenditure to have prior approval from us.

b) During the concurrency of Bank's credit facilities, the Company shall not:

- Effect any adverse changes in Company's/firm's capital structure or Effect any reduction in promoter's shareholding in the Company.
- Formulate any scheme of amalgamation or merger or reconstruction.
- Implement any scheme of expansion or diversification or capital expenditure except normal replacements indicated in funds flow statement submitted to and approved by the bank.
- Enter into any borrowing or non-borrowing arrangements either secured or unsecured with any other bank, Financial Institution, Company, firm or otherwise or accept deposits in excess of the limits laid down by Reserve Bank of India.



- Invest by way of share capital or lent or advance funds to or place deposits with any other Company/firm, concern including group companies/associates/persons. Normal trade credit or security deposit in the normal course of business or advance to employees can, however, be extended.
- Make any drastic changes in their management's set up without bank's permission.
- Undertake guarantee obligations on behalf of any other Company/ firm/ person.
- Divert working capital funds for long term purposes.
- Diversification into non-core areas viz. business other than current business.
- Advance unsecured loans to the group companies.
- Not allow the level of net working Capital to come down from the projected level.
- Sell, assign, mortgage or otherwise dispose off any of the fixed assets.
- Repay moneys brought in by the promoters, partners, directors, shareholders, their relatives and friends in the business of the Company/firm by way of deposits/loans/share application money etc.
- Make any drastic change(s) in the management set up.
- Approach capital market for mobilizing additional resources either in the form of debts or equity.
- Sell or dispose off or create security or encumbrances on the assets charged to the bank in favour of any other bank, Financial Institutions, Company, firm, individual.
- Avail credit facilities/loan from outside the bank/consortium arrangement without their knowledge and permission.

The sanction is valid for 3 months from date of sanctions. For revalidation, if any will be accorded at the discretion of the Bank. Any changes / applicable revalidation/ modification charges of Sanction Tickets to be borne by the borrower. Revalidation is at the sole discretion of the Bank.

General terms & Conditions:

All Mandatory Covenants/ Mandatory Negative Covenants / General terms and conditions will be applicable as per Circular ADV-110/2016-17 dated 18.08.2016.

Note 2:

The Company has also issued bank guarantees aggregating to Rs. 325.10 Lakhs in the normal course of business, out of which bank guarantees amounting to Rs. 3.50 Lakhs expired as at 31st December, 2025. These guarantees are given to third parties on behalf of the Company in respect of performance of contracts, supply of goods and services, and other business commitments. These guarantees are disclosed as contingent liabilities, as the probability of outflow of resources embodying economic benefits is considered not probable as on the reporting date.

Note 3:

These loans were repaid/prepaid as per certificate issued by Statutory auditor dt. 10.02.2026.

**For M/s. Vinay I Aggarwal & Associates,
Chartered Accountants
ICAI Firm Reg No: 019631N**



**Shobhit Gupta
Partner
Membership No: 502897**

**Date: 11th March 2026
Place- Delhi**

UDIN: 26502897MNTDTI5650