

IIFL SAMASTA FINANCE LIMITED



Corporate Identity Number (CIN): U65191KA1995PLC057884

Permanent Account Number: AAACC4577H

Date and Place of Incorporation: August 9, 1995; Tamil Nadu

Certificate of Registration no. B-02.00250 issued by RBI to carry on the activities of a NBFC under section 45 IA of the RBI Act, 1934.

Registered Office: 110/3, Lalbagh Main Road, Krishnappa Layout, Bengaluru – 560 027, Karnataka, India.

Corporate Office: 37A, Sannathi Street, Theradi, Thiruvottriyur, Chennai 600019, Tamil Nadu, India.

Telephone No: Telephone No: +91 80 4291 3588

Website: www.iiflsamasta.com

Email: secretarial@iiflsamasta.com,

Chief Financial Officer: Anantha Kumar Thangavel; Tel: +91 80 4291 3509; Email: ananthakumart@iiflsamasta.com

Promoter(s): (i) Narayanaswamy Venkatesh, Tel: +91 80 4291 3588, Email id: secretarial@iiflsamasta.com;

(ii) Shivaprakash Deviah, Tel: +91 80 4291 3588, Email id: secretarial@iiflsamasta.com;





(iii) IIFL Finance Limited, Tel: +91 22 6788 1000,

This Issue does not form part of non-equity Tier-II / regulatory capital mentioned under Chapter V of the NCS Listing Regulations, and the Issuer hereby confirms that Chapter V of the NCS Listing Regulations is not applicable to the present Issue. The face value of each Debenture issued on private placement basis under this issue shall be INR 10,000/- (Indian Rupees Ten Thousand Only).

KEY INFORMATION DOCUMENT

This Key Information Document dated January 22, 2026, is in addition to the General Information Document with Serial No. 01-ISFL-24-25 dated March 20, 2025. The General Information Document shall be valid for period of 1 (one) year from the date of opening of the first offer of Debentures under the General Information Document.

THIS KEY INFORMATION DOCUMENT IS IN RELATION TO THE RE-ISSUE UP TO 75,000 (SEVENTY FIVE THOUSAND) SENIOR, SECURED, LISTED, RATED, TAXABLE, TRANSFERABLE, REDEEMABLE, NON-CONVERTIBLE DEBENTURES EACH HAVING A FACE VALUE OF INR 10,000/- (INDIAN RUPEES TEN THOUSAND ONLY), ISSUED AT ISSUE PRICE OF INR 10,012.67/- (INDIAN RUPEES TEN THOUSAND AND TWELVE POINT SIX SEVEN ONLY) (INCLUSIVE OF ACCRUED INTEREST OF INR 12.67/- (INDIAN RUPEES TWELVE POINT SIX SEVEN ONLY)) PER DEBENTURE AGGREGATING TO INR 75,09,50,250/- (INDIAN RUPEES SEVENTY FIVE CRORE NINE LAKH FIFTY THOUSAND TWO HUNDRED AND FIFTY ONLY) (INCLUSIVE OF ACCRUED INTEREST OF INR 9,50,250/- (INDIAN RUPEES NINE LAKH FIFTY THOUSAND TWO HUNDRED AND FIFTY ONLY)) (“NCDS” OR “DEBENTURES”) UNDER ISIN INE413U07442 (THE “ISSUE”) AND SHALL BE READ WITH THE GENERAL INFORMATION DOCUMENT DATED MARCH 20, 2025.

Debenture Trustee	Register & Transfer Agent	Credit Rating Agency(ies)	Statutory Auditor	Merchant Banker
 Vardhman Trusteeship Private Limited The Capital, A Wing, 412A, Bandra Kurla Complex,	 MUGF Intime India Private Limited C- 101, 247 Park, LBS Marg, Vikhroli (West) Mumbai – 400 083	 CRISIL RATINGS LIMITED CRISIL House, Central Avenue, Hiranandani Business Park,	M/S Suri & Co. CHARTERED ACCOUNTANTS KMK Towers, 2 nd Floor, No. 142 K H Road (Double Road)	 SKI Capital Services Ltd. 718, Dr. Joshi Road, Karol Bagh, New Delhi – 110005

<p>Bandra (East), Mumbai-400051 Phone-022 42648335 Fax No- 913340016345 Email- compliance@vardh mantrustee.com Website- www.vardhmantrus tee.com Contact Person: Rushabh Desai</p>	<p>Tel: +91 810 811 4949 Fax: +91 22 4918 6195 Email: debtca@linkintime.co.i n/amit.dabhade@linkin time.co.in Investor Grievance Email: debtca@linkintime.co.i n/amit.dabhade@linkin time.co.in Website: www.linkintime.co.in Contact Person: Pradnya Karanjekar</p>	<p>Powai, Mumbai – 400 076 Tel: + 91 22 3342 3000 (B) Fax: + 91 22 3342 3050 Email: crisilratingdesk@crisi l.com Website: www.crisil.com Contact Person: Ajit Velonie</p>	<p>Bengaluru, Karnataka – 560 027 Tel: +91 80 41 240545 Email: blrsuriandco.com Website: www.suriandco.co m Contact Person: Natarajan V Peer Review no. :016670</p>	<p>Tel: +91-011- 41189899 Website: https://www.skica pital.net Email ID: dcm@skicapital.ne t Contact Person: Manick Wadhwa/ Vivek Rana</p>
---	--	--	--	--

This Key Information Document is not a Prospectus under the Companies Act. This Key Information Document has been prepared in accordance with (i) Schedule I of Securities and Exchange Board of India (Issue and Listing of Non-Convertible Securities) Regulations, 2021 (issued vide circular No. SEBI/HO/DDHS/DDHS-PoD/P/CIR/2025/000000137 dated October 15, 2025 as amended from time to time (together “NCS Listing Regulations”); (ii) relevant provisions of the Companies Act and rules made thereunder; as amended from time to time.

ISSUE SCHEDULE	
Issue Opening Date	January 28, 2026
Issue Closing Date	January 28, 2026
Pay in Date	January 29, 2026
Deemed Date of Allotment	January 29, 2026
Date of earliest closing of the issue, if any	NA
ISSUE DETAILS	
Nature	Listed, Rated, Senior, Secured, Transferable, Redeemable Non-Convertible Debentures
Number	Re-issue of up to 75,000 (Seventy Five Thousand) senior, secured, listed, rated, taxable, transferable, redeemable, non-convertible debentures each having a face value of INR 10,000/- (Indian Rupees Ten Thousand Only), issued at issue price of INR 10,012.67/- (Indian Rupees Ten Thousand and Twelve Point Six Seven Only) (inclusive of accrued interest of INR 12.67/- (Indian Rupees Twelve Point Six Seven Only)) per debenture aggregating to INR 75,09,50,250/- (Indian Rupees Seventy Five Crore Nine Lakh Fifty Thousand Two Hundred and Fifty Only) (inclusive of accrued interest of INR 9,50,250/- (Indian Rupees Nine Lakh Fifty Thousand Two Hundred and Fifty Only)) (“NCDs” or “Debentures”) under ISIN INE413U07442
Price per Debenture	INR 10,012.67/- (Indian Rupees Ten Thousand and Twelve Point Six Seven Only) (inclusive of accrued interest of INR 12.67/- (Indian Rupees Twelve Point Six Seven Only)) per Debenture
Amount	INR 75,00,00,000/- (Indian Rupees Seventy-Five Crore Only)
Issue size (base issue)	Total issue size: INR 75,00,00,000/- (Indian Rupees Seventy-Five Crore Only)
Green Shoe Option	Green Shoe Option: Nil
Coupon	9.25% (Nine Decimal Two Five per cent) per annum
Coupon Payment Frequency	Monthly, fixed
Redemption Date	December 24, 2028
Redemption Amount	INR 10,000/- (Indian Rupees Ten Thousand Only) per Debenture

<p>Credit Rating</p>	<p>CRISIL Rating Limited has vide its letter dated January 20, 2026, assigned a rating of CRISIL AA-/Stable</p> <p>The above ratings is not a recommendation to buy, sell or hold securities and investors should take their own decision. The ratings may be subject to revision or withdrawal at any time by the rating agency and should be evaluated independently of any other ratings.</p> <p>Please refer to Annexure II of this Key Information Document for the letter dated January 20, 2026 from the Rating Agency assigning the credit ratings above mentioned.</p>
<p>Details of Eligible Investors</p>	<p>The following categories of investors, when specifically approached and have been identified upfront, are eligible to apply for this private placement of the Bonds subject to fulfilling their respective investment norms/rules and compliance with laws applicable to them by submitting all the relevant documents along with the Application Form (“Eligible Investors”):</p> <ol style="list-style-type: none"> i. Qualified Institutional Buyers (“QIBs”) means the following entities: <ol style="list-style-type: none"> a) A mutual fund, venture capital fund, Alternative Investment Fund and Foreign Venture Capital Investor registered with SEBI; b) Foreign portfolio investor other than individuals, corporate bodies and family offices; c) a Public Financial Institution; d) a Scheduled Commercial Bank; e) a multilateral and bi-lateral development financial institution; f) a State Industrial Development Corporation; g) An insurance company registered with Insurance Regulatory and Development Authority of India; h) A Provident Fund with minimum corpus of Rs.25 Crores i) A Pension Fund with minimum corpus of Rs.25 Crores j) National Investment Fund set up by resolution No: F.No.2/3/2005-DDII dated November 23, 2005 of the Government of India published in the Gazette of India; k) An insurance fund set up and managed by Army, Navy / Air force of the Union of India; l) Insurance funds set up and managed by the Department of Posts, India; and m) Systemically important Non- Banking Financial Companies. ii. Any non-QIB including inter-alia resident individual investors, Hindu Undivided Families (excluding minors and NRIs), Partnership Firms and Limited Liability partnership firms, Trusts (including public charitable trusts), association of persons, societies registered under the Applicable Laws in India, companies, bodies corporate etc., who/ which has been authorized by the Issuer, to participate in a particular issue on the EBP platform.

	<p>The advisor(s)/ arranger(s)/ placement agent(s), broker(s) associated with the Issue and/or their affiliates/ subsidiaries/ associates/ group companies and/or their promoters/ directors/ key managerial personnel/ officers/ employees may subscribe to the Issue as the applicable laws including but not limited to (i) SEBI (Merchant Bankers) Regulations, 1992 and Code of Conduct specified therein; (ii) Securities and Exchange Board of India (Stock Brokers) Regulations, 1992 and Code of Conduct specified therein, as applicable, do not restrict them from subscribing to the Issue.</p> <p>Note: Participation by Eligible Investors in the issue may be subject to statutory and/or regulatory requirements applicable to them in connection with subscription to Indian securities by such categories of persons or entities. Applicants are advised to ensure that they comply with all regulatory requirements applicable to them, including exchange controls and other requirements. Applicants ought to seek independent legal and regulatory advice in relation to the laws applicable to them.</p>						
Details about Underwriting	Not Applicable						
Listing	<p>The Debentures are proposed to be listed on the Wholesale Debt Market (WDM) segment of the National Stock Exchange of India Limited ("NSE") ("Stock Exchange(s)"). The Issuer shall comply with the requirements of the SEBI LODR Regulations (as defined in Key Information Document) to the extent applicable to it on a continuous basis.</p> <p>Please refer to ANNEXURE VII - IN PRINCIPLE APPROVAL RECEIVED FROM STOCK EXCHANGE of the Key Information Document for the 'in-principle' listing approval from the Stock Exchange.</p>						
Electronic Book Provider Platform	The Issue shall be made through the EBP platform in compliance with NCS Listing Regulations read with Listed NCDs Master Circular for details refer to Section 7 (<i>Application Process</i>) of the Key Information Document.						
Inclusion of a compliance clause in relation to electronic book mechanism and details pertaining to the uploading the Key Information Document on the Electronic Book Provider Platform, if applicable.	<p>This Issue, offer and subscription to the Debentures shall be made by the Eligible Investors through the electronic book mechanism as prescribed by SEBI and NSE under the EBP Guidelines (as defined below) by placing bids on the EBP Platform during the period of the Issue. The Eligible Investors should also refer to the operational guidelines of the EBP in this respect. The disclosures required pursuant to the EBP Guidelines (as defined below) are set out herein below:</p> <table border="1" data-bbox="532 1281 1448 1894"> <tr> <td data-bbox="540 1291 873 1829">Details of size of the Issue including green shoe option, if any</td> <td data-bbox="881 1291 1440 1829"> <p>Total issue: Re-issue up to 75,000 (Seventy Five Thousand) senior, secured, listed, rated, taxable, transferable, redeemable, non-convertible debentures each having a face value of INR 10,000/- (Indian Rupees Ten Thousand Only), issued at issue price of INR 10,012.67/- (Indian Rupees Ten Thousand and Twelve Point Six Seven Only) (inclusive of accrued interest of INR 12.67/- (Indian Rupees Twelve Point Six Seven Only)) per debenture aggregating to INR 75,09,50,250/- (Indian Rupees Seventy Five Crore Nine Lakh Fifty Thousand Two Hundred and Fifty Only) (inclusive of accrued interest of INR 9,50,250/- (Indian Rupees Nine Lakh Fifty Thousand Two Hundred and Fifty Only)) ("NCDs" or "Debentures") under ISIN INE413U07442 Green Shoe Option: Nil</p> </td> </tr> <tr> <td data-bbox="540 1837 873 1864">Anchor Portion Details</td> <td data-bbox="881 1837 1440 1864">No</td> </tr> <tr> <td data-bbox="540 1873 873 1900">Interest rate parameter</td> <td data-bbox="881 1873 1440 1900">Fixed Coupon</td> </tr> </table>	Details of size of the Issue including green shoe option, if any	<p>Total issue: Re-issue up to 75,000 (Seventy Five Thousand) senior, secured, listed, rated, taxable, transferable, redeemable, non-convertible debentures each having a face value of INR 10,000/- (Indian Rupees Ten Thousand Only), issued at issue price of INR 10,012.67/- (Indian Rupees Ten Thousand and Twelve Point Six Seven Only) (inclusive of accrued interest of INR 12.67/- (Indian Rupees Twelve Point Six Seven Only)) per debenture aggregating to INR 75,09,50,250/- (Indian Rupees Seventy Five Crore Nine Lakh Fifty Thousand Two Hundred and Fifty Only) (inclusive of accrued interest of INR 9,50,250/- (Indian Rupees Nine Lakh Fifty Thousand Two Hundred and Fifty Only)) ("NCDs" or "Debentures") under ISIN INE413U07442 Green Shoe Option: Nil</p>	Anchor Portion Details	No	Interest rate parameter	Fixed Coupon
Details of size of the Issue including green shoe option, if any	<p>Total issue: Re-issue up to 75,000 (Seventy Five Thousand) senior, secured, listed, rated, taxable, transferable, redeemable, non-convertible debentures each having a face value of INR 10,000/- (Indian Rupees Ten Thousand Only), issued at issue price of INR 10,012.67/- (Indian Rupees Ten Thousand and Twelve Point Six Seven Only) (inclusive of accrued interest of INR 12.67/- (Indian Rupees Twelve Point Six Seven Only)) per debenture aggregating to INR 75,09,50,250/- (Indian Rupees Seventy Five Crore Nine Lakh Fifty Thousand Two Hundred and Fifty Only) (inclusive of accrued interest of INR 9,50,250/- (Indian Rupees Nine Lakh Fifty Thousand Two Hundred and Fifty Only)) ("NCDs" or "Debentures") under ISIN INE413U07442 Green Shoe Option: Nil</p>						
Anchor Portion Details	No						
Interest rate parameter	Fixed Coupon						

	<table border="1"> <tr> <td>Bid opening and closing date</td> <td>Bid opening date: January 28, 2026 Bid closing date: January 28, 2026</td> </tr> <tr> <td>Minimum Bid lot</td> <td>1000 (One Thousand) Debentures (aggregating to INR 1,00,00,000 (Indian Rupees One Crore), and 1 (one) Debenture thereafter</td> </tr> <tr> <td>Manner of bidding in the Issue/ Bid Type</td> <td>Closed</td> </tr> <tr> <td>Manner of allotment in the Issue</td> <td>Uniform Yield Allotment</td> </tr> <tr> <td>Manner of settlement in the Issue</td> <td>Pay-in of funds through NSCCL. The pay-in of the Application Money for the Debentures shall be made by way of transfer of funds from the bank account(s) of the Eligible Investors (whose bids have been accepted) as registered with the EBP into the account of the NSCCL, as specified in this regard below</td> </tr> <tr> <td>Settlement cycle & Deemed Date of Allotment</td> <td>T+1 (T being the day of bidding as per working day convention of recognized stock exchanges) Settlement of the Issue will be on January 29, 2026.</td> </tr> </table>	Bid opening and closing date	Bid opening date: January 28, 2026 Bid closing date: January 28, 2026	Minimum Bid lot	1000 (One Thousand) Debentures (aggregating to INR 1,00,00,000 (Indian Rupees One Crore), and 1 (one) Debenture thereafter	Manner of bidding in the Issue/ Bid Type	Closed	Manner of allotment in the Issue	Uniform Yield Allotment	Manner of settlement in the Issue	Pay-in of funds through NSCCL. The pay-in of the Application Money for the Debentures shall be made by way of transfer of funds from the bank account(s) of the Eligible Investors (whose bids have been accepted) as registered with the EBP into the account of the NSCCL, as specified in this regard below	Settlement cycle & Deemed Date of Allotment	T+1 (T being the day of bidding as per working day convention of recognized stock exchanges) Settlement of the Issue will be on January 29, 2026.
Bid opening and closing date	Bid opening date: January 28, 2026 Bid closing date: January 28, 2026												
Minimum Bid lot	1000 (One Thousand) Debentures (aggregating to INR 1,00,00,000 (Indian Rupees One Crore), and 1 (one) Debenture thereafter												
Manner of bidding in the Issue/ Bid Type	Closed												
Manner of allotment in the Issue	Uniform Yield Allotment												
Manner of settlement in the Issue	Pay-in of funds through NSCCL. The pay-in of the Application Money for the Debentures shall be made by way of transfer of funds from the bank account(s) of the Eligible Investors (whose bids have been accepted) as registered with the EBP into the account of the NSCCL, as specified in this regard below												
Settlement cycle & Deemed Date of Allotment	T+1 (T being the day of bidding as per working day convention of recognized stock exchanges) Settlement of the Issue will be on January 29, 2026.												
Specific declaration requested by Stock Exchange: non-equity regulatory capital.	This issue of Debentures does not form part of non-equity regulatory capital mentioned under Chapter V of the NCS Listing Regulations. The face value of each Debenture is INR 10,000/- (Indian Rupees Ten Thousand Only).												
Disclosure of filing	Given this is a private placement of non-convertible securities, there shall be no requirement of filing of this document with the Registrar of Companies pursuant to the Section 26(4) of the Companies Act, 2013.												
Re-issuance of Debentures	<p>The Company proposes to re-issue up to 75,000 (Seventy Five Thousand) senior, secured, listed, rated, taxable, transferable, redeemable, non-convertible debentures each having a face value of INR 10,000/- (Indian Rupees Ten Thousand Only), issued at issue price of INR 10,012.67/- (Indian Rupees Ten Thousand and Twelve Point Six Seven Only) (inclusive of accrued interest of INR 12.67/- (Indian Rupees Twelve Point Six Seven Only)) per debenture aggregating to INR 75,09,50,250/- (Indian Rupees Seventy Five Crore Nine Lakh Fifty Thousand Two Hundred and Fifty Only) (inclusive of accrued interest of INR 9,50,250/- (Indian Rupees Nine Lakh Fifty Thousand Two Hundred and Fifty Only)) (“NCDs” or “Debentures”) under ISIN INE413U07442.</p> <p>Terms of Debentures under ISIN – INE413U07442: Maturity Date/Final Redemption Date: December 24, 2028 Coupon Rate: 9.25% (Nine decimal two five percent) payable monthly per annum. The Company has already completed the issuance of INR 100,00,00,000/- (Indian Rupees Hundred Crores Only) allotted on 24th December, 2025 on under ISIN – INE413U07442.</p>												

BACKGROUND

This Key Information Document (as defined below) is related to the Debentures to be issued by **IIFL Samasta Finance Limited** (the “**Issuer**” or “**Company**”) on a private placement basis and contains relevant information and disclosures required for the purpose of issuing of the Debentures. The issue of the Debentures described under this Key Information Document has been authorized by the Issuer through resolutions passed by the shareholders of the Issuer on March 26, 2025, the Board Resolution of the Company dated March 25, 2025, resolution passed by the Issuance and Allotment

Committee of the Board of Directors dated January 21, 2026 and the Memorandum and Articles of Association of the Company. Pursuant to the resolution passed in the Company's shareholders meeting dated January 24, 2024 in accordance with provisions of the Companies Act, 2013, the Company has been authorised to raise funds, by way of issuance of non-convertible debentures, upon such terms and conditions as the Board may think fit for aggregate amounts not exceeding INR 20,000,00,00,000/- (Indian Rupees Twenty Thousand Crore).

ISSUER'S ABSOLUTE RESPONSIBILITY

The issuer, having made all reasonable inquiries, accepts responsibility for and confirms that this issue document contains all information with regard to the issuer and the issue which is material in the context of the issue, that the information contained in the issue document is true and correct in all material aspects and is not misleading, that the opinions and intentions expressed herein are honestly stated 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.

GENERAL RISK

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 examination of the issue including the risks involved in it. Specific attention of investors is invited to statement of risk factors contained under Section 4 of this Key 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.

TABLE OF CONTENTS

SECTION 1	DISCLAIMERS	8
SECTION 2	DEFINITIONS AND ABBREVIATIONS	9
SECTION 3	UNDERTAKING OF THE ISSUER.....	12
SECTION 4	RISK FACTORS.....	13
SECTION 5	REGULATORY DISCLOSURES.....	14
SECTION 6	ISSUER INFORMATION	15
SECTION 7	APPLICATION PROCESS.....	53
SECTION 8	SUMMARY OF TERMS.....	63
SECTION 9	DISCLOSURE PERTAINING TO WILFUL DEFAULT	76
SECTION 10	KEY TERMS OF THE ISSUE.....	77
SECTION 11	DECLARATION	98
ANNEXURE I	- LAST AUDITED FINANCIAL STATEMENTS	100
ANNEXURE II	- CREDIT RATING LETTER, RATING RATIONAL AND PRESS RELEASE FROM RATING AGENCY	101
ANNEXURE III	- CONSENT AND ENGAGEMENT LETTER OF THE DEBENTURE TRUSTEE	102
ANNEXURE V	- SHAREHOLDERS RESOLUTION	111
ANNEXURE VI	- DUE DILIGENCE CERTIFICATE IN ANNEXURE A FROM DEBENTURE TRUSTEE	115
ANNEXURE VIII	- CONSENT OF THE REGISTRAR AND TRANSFER AGENT.....	117
ANNEXURE IX	- DEBENTURE TRUSTEE AGREEMENT.....	118
ANNEXURE X	- APPLICATION FORM.....	132
ANNEXURE XI	- ILLUSTRATION OF BOND CASH FLOWS.....	137
ANNEXURE XII	- PAS 4	140
ANNEXURE XIII	- SPECIFIC DISCLOSURES REQUIRED FROM NBFC.....	149
ANNEXURE XV	- CONSENT LETTER FROM THE MERCHANT BANKER.....	154
ANNEXURE XVI	- DUE DILIGENCE CERTIFICATE FROM THE MERCHANT BANKER.....	155
ANNEXURE XIV	- ALM STATEMENTS	157

SECTION 1 DISCLAIMERS

MERCHANT BANKER DISCLAIMER: THE MERCHANT BANKER ACCEPT NO RESPONSIBILITY FOR ANY STATEMENTS OR INFORMATION PROVIDED OTHER THAN THOSE CONTAINED IN THIS ISSUE DOCUMENT, OR ANY ADVERTISEMENT OR MATERIAL AUTHORIZED BY OR ISSUED AT THE INSTANCE OF THE ISSUER. ANY PERSON PLACING RELIANCE ON ANY OTHER SOURCE OF INFORMATION WILL BE DOING SO ENTIRELY AT THEIR OWN RISK. THE MERCHANT BANKER DO NOT GUARANTEE THE FINANCIAL PERFORMANCE OF THE ISSUER OR THE PROJECT, NOR ASSUME RESPONSIBILITY FOR THE ACCURACY, COMPLETENESS, OR ADEQUACY OF ANY OPINIONS EXPRESSED HEREIN. INVESTORS ARE STRONGLY ENCOURAGED TO MAKE INDEPENDENT DECISIONS AFTER CAREFULLY EVALUATING ALL AVAILABLE INFORMATION.

SECTION 2 DEFINITIONS AND ABBREVIATIONS

Unless the context otherwise indicates or requires, the following terms shall have the meanings given below in this Key Information Document.

Act	means the Companies Act, 2013, and shall include any re-enactment, amendment or modification of the Companies Act, 2013, as in effect from time to time.
Application Form	The form which shall be circulated to the prospective investors along with the Key Information Document for the purpose of applying for the debentures and marked as ANNEXURE X - APPLICATION FORM.
Allot/ Allotment/ Allotted	Unless the context otherwise requires or implies, the allotment of the Debentures pursuant to this Issue
Account Bank	State Bank of India
Beneficial Owner(s)	means the holder(s) of the Debentures in dematerialized form whose name is recorded as such with the Depository.
Board/ Board of Director(s)	Board of Director(s) of the Issuer
Business Day	means any day, other than a public holiday under Section 25 of the Negotiable Instruments Act, 1881 or a Sunday, on which banks are open for general business in Mumbai or Chennai.
CDSL	Central Depository Services (India) Limited
CERSAI	means the Central Registry of Securitisation Asset Reconstruction and Security Interest of India.
Company / Issuer	IIFL SAMASTA FINANCE LIMITED
Coupon	means the coupon payable on the Debentures on the Coupon Payment Date(s), at the Coupon Rate.
Coupon Payment Date	means the date(s) as specified in SECTION 8 (<i>Summary of Terms</i>) of this Key Information Document.
Debentures or NCDs	Re-issue of up to 75,000 (Seventy Five Thousand) senior, secured, listed, rated, taxable, transferable, redeemable, non-convertible debentures each having a face value of INR 10,000/- (Indian Rupees Ten Thousand Only), issued at issue price of INR 10,012.67/- (Indian Rupees Ten Thousand and Twelve Point Six Seven Only) (inclusive of accrued interest of INR 12.67/- (Indian Rupees Twelve Point Six Seven Only)) per debenture aggregating to INR 75,09,50,250/- (Indian Rupees Seventy Five Crore Nine Lakh Fifty Thousand Two Hundred and Fifty Only) (inclusive of accrued interest of INR 9,50,250/- (Indian Rupees Nine Lakh Fifty Thousand Two Hundred and Fifty Only)) (" NCDs " or " Debentures ") under ISIN INE413U07442.
Debenture Holder(s)/ Investors	means the 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/register of debenture holders, where such Debentures are held in dematerialised form and the Register of Debenture Holders, where such Debentures are held in physical form.
Debenture Trust Deed / DTD	The Debenture trust deed entered / to be entered into between the Company and the Debenture Trustee.
Debenture Trustee	Trustee for the Debenture Holder(s), in this case being Vardhman Trusteeship Private Limited
Debenture Trustee Agreement	means the agreement dated January 22, 2026 entered into by and between the Issuer and the Debenture Trustee for the purposes of appointment of the Trustee to act as trustee in connection with the issuance of the Debentures.
Deed of Hypothecation/ Hypothecation Agreement	means the unattested hypothecation agreement, dated on or about the Deemed Date of Allotment, to be executed and delivered by the Company in a form

	acceptable to the Debenture Trustee securing the due repayment of the payment obligations.
Deemed Date of Allotment	January 29, 2026
Depository Participant / DP	A Depository participant as defined under Depositories Act, 1996 as amended from time to time
Depository/ Depositories	A depository registered with SEBI under the SEBI (Depositories and Participants) Regulations, 1996 as amended from time to time.
Depositories Act	The Depositories Act, 1996, as amended from time to time.
DRR	Debenture Redemption Reserve
Due Date	means in respect of any Redemption Installment, premature redemption, interest or liquidated damages and all other monies payable under this Key Information Document/ Debenture Trust Deed, the date on which such amounts are due and payable, and includes Redemption Dates, Early Redemption Date and Interest Payment Dates
EBP Guidelines	means the requirements with respect to electronic book mechanism prescribed in Chapter VI (Electronic Book Provider platform) of the Listed NCDs Master Circular and the operational guidelines issued by the relevant Electronic Book Provider, as may be restated, amended, modified or updated from time to time.
EBP Platform / EBP	Means web based electronic booking platform for private placement of securities under the EBP Guidelines.
EFT	Electronic Fund Transfer
Financial Year / FY	Financial year the of Company i.e. a period commencing from 1 st April and ending on 31 st March of the next calendar year
General Information Document	The general information document dated March 20, 2025 issued by the Issuer.
Issue Opening Date	December 28, 2026
Issue Closing Date	December 28, 2026
Key Information Document	means this key information document dated January 23, 2026 supplementing the General Information Document which sets out the terms and conditions for the issue and offer of the Debentures by the Issuer on a private placement basis and contains the relevant information in this respect.
Listed NCDs Master Circular	means the circular issued by SEBI bearing the reference number SEBI/HO/DDHS/DDHS-PoD/P/CIR/2025/0000000137 dated October 15, 2025 on " <i>Master Circular for issue and listing of Non-convertible Securities, Securitised Debt Instruments, Security Receipts, Municipal Debt Securities and Commercial Paper</i> ", as amended, modified, supplemented or restated from time to time;.
Master Circular for Debenture Trustees / SEBI Debenture Trustees Master Circular	means the SEBI circular bearing reference number SEBI/HO/DDHS-PoD-1/P/CIR/2025/117 dated August 13, 2025, on " <i>Master Circular for Debenture Trustees</i> ", as amended, modified, supplemented or restated from time to time.
NA	Not applicable
NBFC	shall mean a non-banking financial company
NBFC Registration for Scale Based Regulation Master Directions	shall mean the master directions on ' <i>Reserve Bank of India (Non-Banking Financial Companies – Registration, Exemptions and Framework for Scale Based Regulation) Directions, 2025</i> ' dated November 28, 2025 issued by the Reserve Bank of India, and as amended or updated, as the case may be, from time to time.
NBFC Prudential Norms on Capital Adequacy Master Directions	shall mean the master directions on ' <i>Reserve Bank of India (Non-Banking Financial Companies – Prudential Norms on Capital Adequacy) Directions, 2025</i> ' dated November 28, 2025 issued by the Reserve Bank of India, and as amended or updated, as the case may be, from time to time.
NEFT	National Electronic Fund Transfer

Stock Exchange / Designated Stock Exchange / NSE	National Stock Exchange Of India Limited
NSDL	National Securities Depository Limited
Outstanding Principal Amounts	means, at any date, the Local Currency principal amount outstanding under the Debentures.
Outstanding Amounts	means the Outstanding Principal Amounts, together with all interest, fees, costs, commissions, charges, Debenture Trustee fees and other amounts due and payable by the Company under or in respect of this Deed or any Transaction Document.
PAN	Permanent Account Number
POA	Power of Attorney
Quarterly Date	Shall mean each of March 31, June 30, September 30 and December 31 of a calendar year
Rating Agency/ Credit Rating Agency	CRISIL Ratings Limited CRISIL House, Central Avenue, Hiranandani Business Park, Powai, Mumbai – 400076
Record Date	shall mean the date being 15 (Fifteen) calendar days prior to the due date on which any payments are to be made to the Debenture Holder(s) in accordance with the terms of the Debentures on the basis of which the determination of the persons entitled to receive redemption of principal, Coupon, and other Payments, if any, as the case may be, in respect of the Debentures shall be made.
REF / Recovery Expense Fund	means recovery expense fund created/to be created by the Issuer with the Stock Exchange.
R&T Agent	Registrar and Transfer Agent to the Issue, in this case being MUFG Intime India Private Limited
RTGS	Real Time Gross Settlement
SEBI	Securities and Exchange Board of India
SEBI LODR Regulations/ LODR Regulations	means the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015.
SEBI Listed Debentures Circulars and Regulations/ SEBI Listed Debentures Circulars	means, collectively, Master Circular for Debenture Trustees, the Listed NCDs Master Circular, NCS Listing Regulations and the LODR Regulations (to the extent applicable).
SEBI Listing Timelines Requirements	means the requirements in respect of the timelines for listing of debt securities issued on a private placement basis prescribed in Chapter VII (<i>Standardization of timelines for listing of securities issued on a private placement basis</i>) of the Listed NCDs Master Circular.
SEBI Merchant Banker Regulations	means the Securities and Exchange Board of India (Merchant Bankers) Regulations, 1992, as amended from time to time.
TDS	Tax Deduction at Source
WDM	Wholesale Debt Market

SECTION 3 UNDERTAKING OF THE ISSUER

- i. 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 securities have not been recommended or approved by any regulatory authority in India, including the Securities and Exchange Board of India (“SEBI”) nor does SEBI guarantee the accuracy or adequacy of this document.
- ii. Specific attention of investors is invited to the statement of ‘Risk factors’ given under the section ‘General Risks’. “The Issuer, having made all reasonable inquiries, accepts responsibility for, and confirms that this Key Information Document contains all information with regard to the issuer and the issue, that the information contained in the Key Information Document is true and correct in all material aspects and is not misleading in any material respect, 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.
- iii. The issuer has no side letter with any debt securities holder except the one(s) disclosed in the offer document/offer document. Any covenants later added shall be disclosed on the stock exchange website where the debt is listed.
- iv. The Company undertakes that the Key Information Document is in compliance with SEBI (Issue and Listing of Non-Convertible Securities) Regulations, 2021, as amended from time to time.
- v. The Issuer confirms that the Permanent Account Number, Aadhaar Number, Driving License Number, Bank Account Number(s) and Passport Number and personal addresses of the promoters of the Issuer and Permanent Account Number of the directors of the Issuer have been submitted to the stock exchange(s) on which the non-convertible securities are proposed to be listed, at the time of filing of the Key Information Document.
- vi. The Issuer, having made all reasonable inquiries, accepts responsibility for, and confirms that this Key Information Document contains all information with regard to the Issuer and the Issue, that the information contained in the Key Information Document is true and correct in all material aspects and is not misleading in any material respect, that the opinions and intentions expressed herein are honestly held and that there are no other facts, the omission of which make this Key Information Document as a whole or any of such information or the expression of any such opinions or intentions misleading in any material respect.
- vii. The Issuer hereby undertakes that the assets on which the charge or security has been created to meet the hundred percent security cover or higher security cover is free from any encumbrances and in case the assets are encumbered, the permissions or consent to create any further charge on the assets has been obtained from the existing creditors to whom the assets are charged, prior to creation of the charge.
- viii. Issuer undertakes that it has amended and incorporated provisions in their Articles of Association, authorizing the Debenture Holders and the Debenture Trustee to appoint a nominee director on the board of directors of the Company as per Regulation 15 (1)(e) of the Securities and Exchange Board of India (Debenture Trustees) Regulations, 1993 and Rule 18(3) (e) of Companies (Share Capital and Debentures) Rules, 2014 by December 31, 2023 as specified in press release of SEBI Board Meeting (PR No. 37/2022) and SEBI circular issued from time to time.

SECTION 4 RISK FACTORS

Please refer to *Section 4 (Risk Factors) of the General Information Document* for the risk factors in respect of the issuance of Debentures.

SECTION 5 REGULATORY DISCLOSURES

This Key Information Document is prepared in accordance with the provisions of the NCS Listing Regulations and in this section, the Issuer has set out the details required as per Schedule I of the NCS Listing Regulations:

LIST OF DOCUMENTS TO BE FILED WITH THE STOCK EXCHANGE AND DEBENTURE TRUSTEE

List of disclosures to be filed along with the listing application to the Stock Exchange:

- I. Memorandum and articles of association of the Issuer and necessary resolution(s) for the allotment of the debt securities;
- II. Copy of last three years audited and adopted annual reports;
- III. Statement containing particulars of, dates of, and parties to all material contracts and agreements;
- IV. Copy of the Board resolution of the Company dated March 25, 2025, and resolution passed by the Issuance and Allotment Committee of the Board of Directors dated January 21, 2026, authorizing the borrowing and list of authorized signatories.
- V. Certified true copy of the resolution passed by the Company at the Extra Ordinary General Meeting held on January 24, 2024, authorising the Company to borrow, under Section 180 (1)(c) of the Act, upon such terms as the Board may think fit, up to an aggregate limit of Rs. 200,00,00,00,000/- (Rupees Twenty Thousand Crores only) and authorizing the issue/offer of non-convertible debentures by the Company;
- VI. Copy of last three years audited and adopted annual reports;
- VII. Statement containing particulars of, dates of, and parties to all material contracts and agreements;
- VIII. An undertaking from the Issuer stating that the necessary documents including the Debenture Trust Deed would be executed within the time frame prescribed in the relevant regulations/ act/ rules etc. and the same would be uploaded on the website of the Stock exchange, where the debt securities have been listed, within five working days of execution of the same.
- IX. Any other particulars or documents that the NSE may call for as it deems fit.
- X. An undertaking that permission/ consent from the prior creditor for second or exclusive charge being created, wherever applicable, in favour of the debenture trustees to the proposed issue has been obtained. - Not Applicable.
- XI. Due diligence certificates from the Debenture Trustee as per the format specified in the SEBI Debenture Trustees Master Circular and Schedule IV of the SEBI Debt Listing Regulations.

SECTION 6 ISSUER INFORMATION

I. Promoters of the Company

Details of Promoters of the Issuer Company

Please refer to Section 6 (Issuer Information) of the General Information Document.

II. Credit Rating of Debenture

Details of credit rating, along with the latest press release of the Credit Rating Agency in relation to the issue, and a declaration that the rating is valid as on the date of issuance and listing. Such press release shall not be older than one year from the date of opening of the issue

CRISIL Ratings Limited has assigned "CRISIL AA-/Stable" rating to these Debentures. Instruments with this rating are considered to have adequate degree of safety regarding timely servicing of financial obligations. Such instruments carry very low credit risk

The rating letter and rating rationale as released by CRISIL Ratings Limited are enclosed as ANNEXURE II - CREDIT RATING LETTER, RATING RATIONAL AND PRESS RELEASE FROM RATING AGENCY.

The Issuer hereby declares that the rating is and shall be valid as on the date of issuance and listing of Debentures.

III. Listing

Name(s) of the stock exchange(s) where the non-convertible securities are proposed to be listed and the details of their in-principle approval for listing obtained from these stock exchange(s).

The Debentures are proposed to be listed on the **Wholesale Debt Market (WDM) segment of the National Stock Exchange of India Limited (NSE)**. The Issuer shall comply with the requirements of the listing agreement for debt securities to the extent applicable to it on a continuous basis. The Issuer has obtained the in-principle approval for the listing of the Debentures on the WDM segment of the Stock Exchange as set out in.

IV. If non-convertible securities are proposed to be listed on more than one stock exchange(s) then the issuer shall specify the designated stock exchange for the issue. The issuer shall specify the stock exchange where the recovery expense fund is being/has been created as specified by the Board.





The Debentures are not proposed to be listed on more than one stock exchange.


The Issuer has created the Recovery Expense Fund in accordance with the Master Circular for Debenture Trustees with the Stock Exchange. In this regard, please also refer to the section on "Creation of recovery expense fund" under SECTION 8 (Summary of Terms) below.

V. Issue schedule

ISSUE SCHEDULE	
Issue Opening Date	January 28, 2026
Issue Closing Date	January 28, 2026
Pay in Date	January 29, 2026
Deemed Date of Allotment	January 29, 2026

VI. Name, logo, addresses, website URL, email address, telephone number and contact person of the following:

Name:	IIFL Samasta Finance Limited
Debenture Trustee:	 <p>Vardhman Trusteeship Private Limited The Capital, A Wing, 412A, Bandra Kurla Complex, Bandra (East), Mumbai-400051 Phone-022 42648335 Fax No- 913340016345 Email- compliance@vardhmantrustee.com Website-www.vardhmantrustee.com Contact Person: Rushabh Desai</p>
Merchant banker and Co-managers to the issues	 <p>SKI Capital Services Limited 718, Dr. Joshi Road, Karol Bagh, New Delhi - 110005 Telephone Number: +91-011-41189899 Website: https://www.skicapital.net Email ID: dcm@skicapital.net Contact Person: Manick Wadhwa/ Vivek Rana</p>
Sponsor Bank	Not applicable as this is a private placement of non-convertible debentures
Arrangers, if any	NA
Register and Transfer Agent	 <p>MUFG Intime India Private Limited C- 101, 247 Park, LBS Marg, Vikhroli (West) Mumbai – 400 083 Tel: +91 810 811 4949 Fax: +91 22 4918 6195 Email: debtca@linkintime.co.in/ amit.dabhade@linkintime.co.in Investor Grievance Email: Website: www.linkintime.co.in Contact Person: Mr. Amit Dhabade</p>
Credit Rating Agency	 <p>CRISIL RATINGS LIMITED CRISIL House, Central Avenue, Hiranandani Business Park, Powai, Mumbai – 400 076 Tel: + 91 22 3342 3000 (B) Fax: + 91 22 3342 3050 Email: crisilratingdesk@crisil.com</p>

	Website: www.crisil.com Contact Person: Ajit Velonie
Auditors:	M/S Suri & Co. CHARTERED ACCOUNTANTS KMK Towers, 2 nd Floor, No. 142 K H Road (Double Road) Bengaluru, Karnataka – 560 027 Tel: +91 80 41240545 Email: blrsuriandco.com Website: www.suriandco.com Contact Person: Natarajan V Peer Review no. :016670
Guarantor	NA
Legal Counsel	 Name: Verist Law Address: Empire Business Centre, 414 Senapati Bapat Marg, Lower Parel, Mumbai- 400013 Website: www.veristlaw.in Email address: Srishti.ojha@veristlaw.com Telephone Number: 022-66907368 Contact Person: Srishti Ojha
Valuation Agency	NA

VII. About the Issuer

a. Overview and a brief summary of the business activities of the issuer:

Please refer to Section 6 (*Issuer Information*) of the General Information Document.

b. Structure of the group

Please refer to Section 6 (*Issuer Information*) of the General Information Document.

c. A brief summary of the business activities of the subsidiaries of the issuer:

Please refer to Section 6 (*Issuer Information*) of the General Information Document.

d. 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 clause (10)(g) of paragraph XXXIV of this Section of this Key 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

Row Labels	Count of Branch
Andhra Pradesh	68
Arunachal Pradesh	3
Assam	17
Bihar	234
Chhattisgarh	20
Goa	4
Gujarat	39
Haryana	18
Jharkhand	36
Karnataka	194
Kerala	53
Madhya Pradesh	87
Maharashtra	63
Odisha	117
Puducherry	2
Punjab	6
Rajasthan	137
Tamil Nadu	227
Telangana	47
Tripura	7
Uttar Pradesh	149
West Bengal	113
Grand Total	1641

- e. **Use of proceeds (in the order of priority for which the said proceeds will be utilized): (i) purpose of the placement; (ii) break-up of the cost of the project for which the money is being raised; (iii) means of financing for the project; (iv) proposed deployment status of the proceeds at each stage of the project.**

Utilization of issue proceeds

The Issuer shall utilise the amounts received from the subscription of the Debentures for the agreed purpose. No part of the proceeds from the Issue will be used towards:

- i) any capital market instrument such as equity and equity linked instruments or any other capital market related activities;
- ii) any speculative purposes;
- iii) investment in the real estate sector;
- iv) any purpose, that is not eligible for the providing of financing by banks to non-banking financial companies for bank finance to non-banking financial companies, or, which results in a breach of the RBI's master circular no. DOR.CRE.REC.No.07/21.04.172/2022-23 dated April 1, 2022 on "Bank Finance to Non-Banking Financial Companies (NBFCs)"; or in contravention of any applicable law.

VIII. Expenses of the Issue

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:-

Particulars	Amount* (Lakhs)	As a percentage of the Issue proceeds (in %)	As a percentage of the total expenses of the Issue (in %)
Lead manager(s) fees,	--	--	--
Underwriting commission	--	--	--
Brokerage, selling commission and upload fees	--	--	--
Fees payable to the registrars to the issue	--	--	--
Fees payable to the legal Advisors	1.00	0.01	0.01
Advertising and marketing expenses	--	--	--
Fees payable to the regulators including stock exchanges	37.50	0.51	0.51
Expenses incurred on printing and distribution of issue stationary	--	--	--
Any other fees, commission or payments under whatever nomenclature	--	--	--
Fees payable to the Debenture Trustee	1.35	0.02	0.02
Grand Total (approximate)			

*the final expenses incurred shall be subject to change.

IX. Financial Information

- The audited financial statements (i.e. profit and 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 issue document or issue opening date, as applicable. Such financial statements shall be should 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").

Please refer to ANNEXURE I (Last Audited Financial Statements) of this Key Information Document for the audited financial statements of the Issuer for a period of March 31st 2023, March 31st, 2024 and the audited financial information for the period up to March 31st, 2025.

However, if the issuer being a listed REIT/listed InvIT has been in existence for a period less than three completed years and historical financial statements of such REIT/InvIT are not available for some portion or the entire portion of the reporting period of three years and interim period, then the combined financial statements need to be disclosed for the periods when such historical financial statements are not available - **Not applicable**

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.
- b. Listed issuers (whose debt securities or specified securities are listed on stock exchange(s)) in compliance with the listing regulations, may disclose unaudited financial information for the interim period in the format as prescribed therein with limited review report in the offer, as filed with the stock exchanges, instead of audited financial statements for interim period, subject to making necessary disclosures in this regard in offer document including risk factors.

Please refer to ANNEXURE I (Last Audited Financial Statements) of this Key Information Document for the audited financial statements of the Issuer for a period of March 31st 2023, March 31st, 2024 and the audited financial information for the period upto March 31st, 2025.

- c. Issuers other than unlisted REITs / unlisted InvITs desirous of issuing debt securities on private placement basis and who are in existence for less than three years may disclose financial statements mentioned at (a) above for such period of existence, subject to the following conditions:
- The issue is made on the EBP platform irrespective of the issue size; and
 - The issue is open for subscription only to Qualified Institutional Buyers.

Not applicable

- d. The above financial statements shall be accompanied with the Auditor's Report along with the requisite schedules, footnotes, summary etc.
- e. **Key Operational and Financial Parameters on a consolidated basis and standalone basis in respect of the financial information provided under clauses (a) to (c) above**

A brief overview of the financial performance of the Issuer for past three years is given below:

Standalone Basis

Particulars	Rs. Crores			
	FY 2022-23 (Audited)	FY 2023-24 (Audited)	FY 2024-25 (Audited)	Dec 31, 2025 (Unaudited)
BALANCE SHEET				
Assets				
Assets	7,736.08	9411.37	6,839.96	6,373.33
Property, Plant and Equipment	20.36	28.47	27.16	22.72
Financial Assets	1,086.60	1871.83	2,205.92	2,631.99
Non-financial Assets excluding property, plant and equipment	61.06	88.59	152.78	203.35
Total assets	8,904.10	11,400.26	9,225.83	9,231.39
Liabilities				
Financial Liabilities				

-Derivative financial instruments	9.22	0	-	0
-Trade Payables	20.38	25.91	30.25	21.34
-Debt Securities	477	1076.84	1,179.52	1,813.61
-Borrowings (other than Debt Securities)	6,328.70	7123.34	5,258.10	4,446.58
-Subordinated liabilities	464.6	804.51	531.96	723.20
-Other financial liabilities	242.01	287.58	151.63	183.86
Non-Financial Liabilities				
-Current tax liabilities (net)	0.18	0	-	0
-Provisions	13.29	21.12	26	29.66
-Deferred tax liabilities (net)	0	0	0	0
-Other non-financial liabilities	26.57	51.24	14.45	16.04
Equity (Equity Share Capital and Other Equity)	1,322.16	2,009.72	2,033.92	1997.10
Total Liabilities and Equity	8,904.10	11,400.26	9,225.83	9231.39
PROFIT AND LOSS				
Revenue from operations	1,733.50	2,731.06	2,499.48	1,617.29
Other income	7.28	36.93	75.63	40.04
Total Income	1,740.78	2,767.99	2,575.11	1,657.33
Total Expense	1,582.28	2,110.85	2,559.46	1,707.90
Profit after tax for the year	128.17	503.05	20.4	-39.34
Other comprehensive income	-0.32	-1.88	-0.2	-0.16
Total comprehensive income	127.85	501.17	20.2	-39.50
Earnings per equity share (Basic)	2.5	8.09	0.31	-0.59
Earnings per equity share (Diluted)	2.5	7.95	0.3	-0.59
Additional Information				
Net worth	1,272.86	1919.99	1,955.78	1,863.75
Cash and Cash Equivalents	227.11	822.45	658.65	454.95
Loans	7,736.08	9411.37	6,839.96	6,373.33
Loans (Principal Amount)	7,998.53	9,708.70	7,186.13	6,632.22
Total Debts to Total Assets	80.82%	78.09%	75.68%	75.65%
Interest Income	1,539.63	2406	2,223.71	1,320.11
Interest Expense	586.98	880.39	832.08	570.98
Impairment on Financial Instruments	4.37	29.25	61.48	-56.65
Bad Debts to Loans	2.12%	1.91%	4.71%	4.84%
% Stage 3 Loans on Loans (Principal Amount)	2.12%	1.91%	4.71%	4.84%
% Net Stage 3 Loans on Loans (Principal Amount)	0.80%	0.34%	1.44%	1.41%
Tier I Capital Adequacy Ratio (%)	13.49%	17.67%	26.00%	23.10%
Tier II Capital Adequacy Ratio (%)	3.65%	6.32%	6.38%	6.93%

Cash Flow	FY 2022-23	FY 2023-24	FY 2024-25
Net cash from / used in (-) operating activities	-2124.33	-1,056.28	2,233.60
Net cash from / used in (-) investing activities	-284.58	-233.62	-469.17
Net cash from / used in (-) financing activities	2183.93	1,885.24	-1,928.23

Net increase/decrease (-) in cash and cash equivalents	-224.98	595.34	-163.8
Cash and cash equivalents as per Cash Flow Statement as at end of Half Year	227.11	822.45	658.65

- f. **Details of any other contingent liabilities of the issuer based on the last audited financial statements including amount and nature of liability. As Given Below.**

Please refer to Section 6 (*Issuer Information*) of the General Information Document.

- g. **The amount of corporate guarantee or letter of comfort issued by the issuer along with details 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 - NA**

X. BRIEF HISTORY OF THE ISSUER

i. Share Capital

Details of Share Capital as at last quarter ended on December 31, 2025 is given below:

Share Capital	Amount (INR)
Authorised	
Equity Share Capital	9,980,000,000
Preference Share Capital	20,000,000
TOTAL	10,00,00,00,000
Issued, Subscribed and Paid-up Share Capital	
Equity Share Capital	6,68,43,73,520
Preference Share Capital	0
TOTAL	6,68,43,73,520

ii. Change in Capital Structure

Other than specified below, there has been no change in capital structure of our Company for the current financial year up to December 31, 2025 and preceding three financial years:

Date of Change (AGM/EGM)	Particulars
EGM dated May 24, 2021	Increase of Authorised Share Capital, by creation of 20,00,00,000 new Equity Shares of ₹ 10 each. The revised Authorised Share Capital stood at ₹ 600 crores comprising of 59,80,00,000 Equity Shares of ₹ 10 each and 20,00,000 Preference Shares of ₹ 10 each comprising of 1,45,000 Redeemable Non-Convertible Cumulative Preference Shares of ₹ 10 each and 18,55,000 Preference Shares of ₹ 10 each.
EGM dated January 30, 2023	Increase of Authorised Share Capital, by creation of 10,00,00,000 new Equity Shares of ₹ 10 each. The revised Authorised Share Capital stood at ₹ 700,00,00,000 consisting of Equity share Capital divided into 69,80,00,000 Equity shares of ₹10 each and 20,00,000 Preference shares of ₹ 10 each which is further divided into 1,45,000 Redeemable Non-Convertible Cumulative Preference Shares of ₹ 10 each

	aggregating to ₹ 14,50,000 and 18,55,000 Preference Shares of ₹ 10 each aggregating to ₹ 1,85,50,000.
EGM dated January 24, 2024	Increase of Authorized Share Capital, by creation of 30,00,00,000 new Equity Shares of ₹ 10 each. The revised Authorized Share Capital stood at 1000,00,00,000 (Rupees Thousand Crores Only) consisting of Equity share Capital divided into 99,80,00,000 (Ninety-Nine Crore Eighty Lakh Only) Equity shares of Rs. 10/- each aggregating to Rs. 998,00,00,000 (Rupees Nine Hundred and Ninety- Eight Crore Only) and 20,00,000 (Twenty Lakh Only) Preference shares of Rs. 10/- each.

iii. History of Equity Share Capital

Details of the equity share capital for the preceding three financial years and current financial year:

Date of Allotment	No of Equity Shares	Face Value (₹)	Issue Price (₹)	Consideration (Cash, other than cash, etc.)	Nature of Allotment	Cumulative			Remarks
						No. of Equity Shares	Equity Share Capital (₹ in crores)	Equity Share Premium (₹ in crores)	
December 21, 2020	5,65,68,196	10	15.91	Cash	Rights Issue	32,08,13,336	320.81	131.68	-
June 28, 2021	12,21,00,121	10	16.38	Cash	Rights Issue	44,29,13,457	442.91	209.58	-
March 30, 2022	4,14,82,300	10	18.08	Cash	Rights Issue	48,43,95,757	484.40	243.10	-
March 31, 2022	1,38,27,433	10	18.08	Cash	Rights Issue	49,82,23,190	498.22	254.27	-
February 8, 2023	9,54,19,847	10	20.96	Cash	Rights Issue	59,36,430,37	593.64	358.85	-
November 15, 2023	7,47,94,315	10	26.74	Cash	Right Issue	66,84,37,352	668.43	484.05	-

iv. Amalgamation / Acquisition

Details of any Acquisition or Amalgamation in the preceding one year:

Our Company has not made any acquisition or amalgamation in the last one year prior to the date of this filing.

v. Reorganization or Reconstruction

Details of any Reorganization or Reconstruction in the preceding one year:

Type of Event	Date of Announcement	Date of Completion	Details
NA	NA	NA	NA

vi. Details of the Shareholding of the Company as on the latest quarter end

Details of the shareholding of the Company as at the latest quarter end, i.e., December 31, 2025 as per the format specified under the listing regulations:-

Category (I)	Category of shareholder (II)	Number of shares of fully paid-up Equity Shares held* (III)	Number of Partly paid-up Equity Shares held (IV)	Number of Depository Receipts (V)	Number of shares held (VII) = (I) + (V) + (VI)	Total number of shares held (VII) = (I) + (V) + (VI)	Shareholding as a % of total number of shares (calculated as per SCRR, 1957) As a % of (A+B+C 2)	Number of Voting Rights held in each class of securities (IX)			Number of shares Underlying Outstanding convertible securities (including Warrants) (X)	Shareholding, as a % assuming full conversion of convertible securities (as a percentage of diluted share capital) (XI) = (VII)+(X) As a % of (A+B+C 2)	Number of Locked in shares (XII)	Number of Shares pledged or otherwise encumbered (XIII)	Number of Equity Shares held in dematerialized form (XIV)			
								Number of Voting Rights		Total as a % of (A+B+C)					Number (a)	As a % of total Shares held (b)	Number (a)	As a % of total Shares held (b)
								Class: Equity Shares	Total									
								Class X	Class Y	Total					Number (a)	As a % of total Shares held (b)		
(I)	(II)	(III)	(IV)	(V)	(VI)	(VII)	(VIII)	(IX)			(X)	(XI)	(XII)	(XIII)			(XIV)	
(A)	Promoter and Promoter Group	3	66,82,44,149	0	0	66,82,44,149	99.97%	-	-	-	0	0	0	0	66,82,44,149	99.97%		
(B)	Public	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
(C)	Non Promoter-Non Public	4	1,93,203	0	0	1,93,203	0.03%	-	-	-	0	0	0	0	1,93,203	0.03%		
(C1)	Shares underlying depository receipts	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
(C2)	Shares held by employee trusts	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
	Total (A+B+C)	7	66,84,37,352	0	0	66,84,37,352	100%	-	-	-	0	0	0	0	66,84,37,352	100%		

vii. Top 10 shareholders of the Company

The list of top 10 holders of equity shares of the Company as on the latest quarter ended December 31, 2025;

Sr. No	Name of the Shareholders	Total No. of Equity Shares	No. of shares in demat form	Total Shareholding as % of total number of equity shares.
1	IIFL Finance Limited	66,55,10,372	66,55,10,372	99.56
2	Narayanaswamy Venkatesh	23,88,777	23,88,777	0.36
3	Shivaprakash Deviah	3,45,000	3,45,000	0.05
4	Anitha Shivanna	1,93,200	1,93,200	0.03
5	Prema Narayanaswami	1	1	0.00
6	Tarun Anand	1	1	0.00
7	Vidhya Anand	1	1	0.00
		66,84,37,352	66,84,37,352	100

XI. DIRECTORS OF THE COMPANY

i. The details of the current directors of the Company is given below:

Please refer to Section 6 (*Issuer Information*) of the General Information Document.

ii. Change in directors

The details of change in directors in the preceding three financial years and current financial year:-

Name of Director	DIN	Designation	Date of Appointment	Date of cessation, if applicable	Date of resignation, if applicable	Remarks
Monu Ratra	07406284	Non-Executive Director	June 24, 2020	-	September 7, 2022	Resignation
Sumit Bali	02896088	Non-Executive Director	September 18, 2019	-	June 23, 2020	Resignation
Malini Benjamin Eden	00732954	Independent Director	July 16, 2018	-	July 29, 2024	Resignation
Vikraman Ampalakkat	01978341	Independent Director	August 24, 2009	March 31, 2024	-	Resignation
Ramanathan Annamalai	02645247	Independent Director	August 24, 2009	March 31, 2024	-	Resignation
Badrinarayan Seshadri	00507371	Independent Director	August 24, 2009	March 31, 2024	-	Resignation
Govinda Rajulu Chintala	03622371	Independent Director	February 08, 2024	-	NA	Appointment

Kalengada Mandanna Nanaiah	01276050	Independent Director	February 08, 2024	-	NA	Appointment
Venkataraman Rajamani	00011919	Non-Executive Director	February 08, 2024	-	NA	Appointment
Nihar Niranjan Jambusaria	01808733	Independent Director	April 24, 2024	-	NA	Appointment
Sistla Uma Shanmukhi	08165959	Independent Director	July 29, 2024	-	NA	Appointment

Note: Mr. Shivaprakash Deviah (DIN: 02216802), has been re-designated from Whole-time Director to Non-Executive (Non-Independent) Director with effect from December 1, 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 company, its subsidiaries and associate companies on a fully diluted basis;

Please refer to Section 6 (*Issuer Information*) of the General Information Document.

- b.** Appointment of any relatives to an office or place of profit of the issuer, its subsidiary or associate company;

Please refer to Section 6 (*Issuer Information*) of the General Information Document.

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

- i.** in the promotion of the issuer company; or Nil
- ii.** in any immoveable property acquired by the issuer company in the two years preceding the date of the issue document or any immoveable property proposed to be acquired by it; or-Nil
- iii.** 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 company shall be disclosed-Nil

- iv.** Contribution being made by the directors as part of the offer or separately in furtherance of such objects - Nil

- v.** 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 - Nil

XII. AUDITORS OF THE COMPANY

- i. Current auditor**

The details of the auditors of the Issuer:

Name of the Auditor	Address	Date of Appointment	Date of cessation, if applicable	Date of Resignation, if applicable
M/S Suri & Co. CHARTERED ACCOUNTANTS	KMK Towers, 2nd Floor, No. 142 K H Road (Double Road) Bengaluru, Karnataka – 560027	29-04-2024	NA	NA

ii. Details of change in auditors:

Details of change in auditor for preceding three financial years and current financial year:-

Name of the Auditor	Address	Date of Appointment	Date of cessation, if applicable	Date of Resignation, if applicable
Brahmayya & Co, Chartered Accountants	10/2 Khivraj Mansion, Kasturba Road Bengaluru 560001, Karnataka, India	30/06/2022	29/06/2024	-

XIII. DETAILS OF THE BORROWING OF THE COMPANY AS ON THE LATEST QUARTER END

Details of the following liabilities of the issuer, as at the end of the last quarter, i.e., December 31, 2025:

i. Details of outstanding Secured Loan Facilities

Name of lender	Type of Facility	Amount Sanctioned (in Rs. Crs)	Principal Amount outstanding (in Rs. Crs)	Repayment date / Schedule	Credit Rating, if applicable	Asset Classification
Axis Bank Ltd.	TL - Banks	500.00	17.24	20-02-2026	CRISIL AA- /Stable	Standard
Bandhan Bank Ltd.	TL - Banks	100.00	66.67	01-10-2027	CRISIL AA- /Stable	Standard
Bandhan Bank Ltd.	TL - Banks	100.00	87.50	30-06-2027	CRISIL AA- /Stable	Standard
Bank of Baroda	TL - Banks	300.00	18.19	30-11-2026	CRISIL AA- /Stable	Standard
Bank of Baroda	TL - Banks		48.49	30-11-2026	CRISIL AA- /Stable	Standard
Bank of Baroda	TL - Banks		16.67	30-11-2026	CRISIL AA- /Stable	Standard
Bank of Baroda	TL - Banks		16.67	30-11-2026	CRISIL AA- /Stable	Standard
DBS Bank India Ltd.	TL - Banks	200.00	8.33	28-02-2026	CRISIL AA- /Stable	Standard
DCB Bank	TL - Banks	100.00	83.32	31-08-2027	CRISIL AA- /Stable	Standard

Dhanlaxmi Bank Ltd.	TL - Banks	30.00	7.50	08-08-2026	CRISIL AA- /Stable	Standard
The Federal Bank Ltd.	TL - Banks	50.00	50.00	29-12-2027	CRISIL AA- /Stable	Standard
Hero Fincorp Ltd.	TL - FIs	100.00	40.03	03-09-2026	CRISIL AA- /Stable	Standard
Hinduja Leyland Finance Ltd.	TL - FIs	50.00	13.53	29-06-2026	CRISIL AA- /Stable	Standard
The Hongkong and Shanghai Banking Corporation Ltd.	TL - Banks	72.30	2.63	06-02-2026	CRISIL AA- /Stable	Standard
The Hongkong and Shanghai Banking Corporation Ltd.	TL - Banks	109.50	3.46	27-03-2026	CRISIL AA- /Stable	Standard
The Hongkong and Shanghai Banking Corporation Ltd.	TL - Banks		2.21	27-03-2026	CRISIL AA- /Stable	Standard
The Hongkong and Shanghai Banking Corporation Ltd.	TL - Banks	41.50	12.10	25-07-2026	CRISIL AA- /Stable	Standard
The Hongkong and Shanghai Banking Corporation Ltd.	TL - Banks	150.00	118.75	21-07-2027	CRISIL AA- /Stable	Standard
The Hongkong and Shanghai Banking Corporation Ltd.	TL - Banks	40.00	40.00	28-12-2027	CRISIL AA- /Stable	Standard
ICICI Bank Ltd.	TL - Banks	500.00	2.86	20-01-2026	CRISIL AA- /Stable	Standard
ICICI Bank Ltd.	TL - Banks		3.00	10-02-2026	CRISIL AA- /Stable	Standard
IDBI Bank Ltd.	TL - Banks	100.00	95.83	01-12-2027	CRISIL AA- /Stable	Standard
IDFC First Bank Ltd.	TL - Banks	150.00	12.50	20-02-2026	CRISIL AA- /Stable	Standard
IDFC First Bank Ltd.	TL - Banks	250.00	145.83	25-02-2027	CRISIL AA- /Stable	Standard
IDFC First Bank Ltd.	TL - Banks	350.00	340.28	25-11-2028	CRISIL AA- /Stable	Standard
Indian Overseas Bank	TL - Banks	100.00	74.98	31-03-2028	CRISIL AA- /Stable	Standard
Jana Small Finance Bank Ltd.	TL - Banks	40.00	6.67	30-03-2026	CRISIL AA- /Stable	Standard
The Karnataka Bank Ltd.	TL - Banks	100.00	40.00	21-11-2026	CRISIL AA- /Stable	Standard
The Karur Vysya Bank Ltd.	TL - Banks	50.00	4.54	31-03-2026	CRISIL AA- /Stable	Standard
The Karur Vysya Bank Ltd.	TL - Banks	50.00	20.45	15-02-2027	CRISIL AA- /Stable	Standard
Kisetsu Saison Finance (India) Pvt. Ltd.	TL - FIs	68.00	2.25	15-01-2026	CRISIL AA- /Stable	Standard
Kisetsu Saison Finance (India) Pvt. Ltd.	TL - FIs	45.00	11.25	15-06-2026	CRISIL AA- /Stable	Standard
Kisetsu Saison Finance (India) Pvt. Ltd.	TL - FIs	50.00	31.25	15-02-2027	CRISIL AA- /Stable	Standard

Kisetsu Saison Finance (India) Pvt. Ltd.	TL - Fls	55.00	48.13	24-09-2027	CRISIL AA- /Stable	Standard
Kookmin Bank	TL - Banks	70.00	8.75	17-02-2026	CRISIL AA- /Stable	Standard
Bank of Maharashtra	TL - Banks	200.00	54.55	29-06-2027	CRISIL AA- /Stable	Standard
Bank of Maharashtra	TL - Banks		54.55	29-06-2027	CRISIL AA- /Stable	Standard
Bank of Maharashtra	TL - Banks	250.00	204.55	27-03-2028	CRISIL AA- /Stable	Standard
Maanaveeya Development & Finance Pvt. Ltd.	TL - Fls	50.00	50.00	03-12-2027	CRISIL AA- /Stable	Standard
Micro Units Development & Refinance Agency Ltd.	Refinance	150.00	4.40	10-01-2026	CRISIL AA- /Stable	Standard
Micro Units Development & Refinance Agency Ltd.	Refinance	150.00	150.00	13-03-2026	CRISIL AA- /Stable	Standard
Micro Units Development & Refinance Agency Ltd.	PTC-Fls	87.17	22.60	17-06-2026	ICRA AA	Standard
Nabkisan Finance Ltd.	TL - Fls	25.00	3.57	01-02-2026	CRISIL AA- /Stable	Standard
Nabkisan Finance Ltd.	TL - Fls	65.00	47.27	01-12-2027	CRISIL AA- /Stable	Standard
Nabsamruddhi Finance Ltd.	PTC-Fls	66.67	16.60	23-08-2026	ICRA AA	Standard
National Bank for Agriculture and Rural Development	Refinance	150.00	3.00	31-03-2026	CRISIL AA- /Stable	Standard
National Bank for Agriculture and Rural Development	Refinance	200.00	24.00	31-12-2026	CRISIL AA- /Stable	Standard
National Bank for Agriculture and Rural Development	Refinance	350.00	63.00	30-06-2026	CRISIL AA- /Stable	Standard
Northern Arc Capital Ltd.	TL - Fls	41.00	41.00	31-12-2027	CRISIL AA- /Stable	Standard
Piramal Enterprises Ltd.	TL - Fls	60.00	5.00	30-01-2026	CRISIL AA- /Stable	Standard
Piramal Enterprises Ltd.	TL - Fls	75.00	68.75	30-09-2027	CRISIL AA- /Stable	Standard
Punjab & Sind Bank	TL - Banks	75.00	75.00	30-09-2028	CRISIL AA- /Stable	Standard
RBL Bank Ltd.	TL - Banks	200.00	2.50	31-01-2026	CRISIL AA- /Stable	Standard
RBL Bank Ltd.	TL - Banks		16.36	14-06-2026	CRISIL AA- /Stable	Standard
RBL Bank Ltd.	TL - Banks		18.41	23-09-2026	CRISIL AA- /Stable	Standard
RBL Bank Ltd.	TL - Banks	200.00	100.00	26-11-2027	CRISIL AA- /Stable	Standard
RBL Bank Ltd.	TL - Banks		50.00	15-12-2027	CRISIL AA- /Stable	Standard

SBM Bank (India) Ltd.	TL - Banks	32.00	12.00	22-07-2026	CRISIL AA- /Stable	Standard
SBM Bank (India) Ltd.	TL - Banks	17.00	6.38	29-08-2026	CRISIL AA- /Stable	Standard
SBM Bank (India) Ltd.	TL - Banks	25.00	12.50	13-12-2026	CRISIL AA- /Stable	Standard
SBM Bank (India) Ltd.	TL - Banks	18.00	13.50	28-04-2027	CRISIL AA- /Stable	Standard
SBM Bank (India) Ltd.	TL - Banks	20.00	17.50	25-08-2027	CRISIL AA- /Stable	Standard
SBM Bank (India) Ltd.	TL - Banks	25.00	25.00	18-12-2027	CRISIL AA- /Stable	Standard
SBM Bank (India) Ltd.	TL - Banks	60.00	25.00	31-03-2028	CRISIL AA- /Stable	Standard
Small Industries Development Bank of India	TL - FIs	500.00	80.00	10-08-2026	CRISIL AA- /Stable	Standard
Small Industries Development Bank of India	TL - FIs		23.28	27-03-2027	CRISIL AA- /Stable	Standard
Small Industries Development Bank of India	TL - FIs	500.00	130.64	10-03-2028	CRISIL AA- /Stable	Standard
Standard Chartered Bank Ltd.	TL - Banks	168.33	6.72	15-01-2026	CRISIL AA- /Stable	Standard
Standard Chartered Bank Ltd.	TL - Banks		9.13	15-05-2026	CRISIL AA- /Stable	Standard
Standard Chartered Bank Ltd.	TL - Banks		0.89	08-07-2026	CRISIL AA- /Stable	Standard
Standard Chartered Bank Ltd.	TL - Banks		11.90	21-08-2026	CRISIL AA- /Stable	Standard
Standard Chartered Bank Ltd.	TL - Banks		10.65	13-11-2026	CRISIL AA- /Stable	Standard
Standard Chartered Bank Ltd.	TL - Banks		14.16	01-01-2027	CRISIL AA- /Stable	Standard
Standard Chartered Bank Ltd.	TL - Banks		24.11	15-01-2027	CRISIL AA- /Stable	Standard
Standard Chartered Bank Ltd.	TL - Banks	100.00	50.00	08-07-2026	CRISIL AA- /Stable	Standard
Standard Chartered Bank Ltd.	TL - Banks	107.00	16.41	02-04-2027	CRISIL AA- /Stable	Standard
Standard Chartered Bank Ltd.	TL - Banks		12.93	20-05-2027	CRISIL AA- /Stable	Standard
Standard Chartered Bank Ltd.	TL - Banks		37.00	14-07-2027	CRISIL AA- /Stable	Standard
Standard Chartered Bank Ltd.	TL - Banks		28.80	15-09-2027	CRISIL AA- /Stable	Standard
Standard Chartered Bank Ltd.	TL - Banks		24.24	25-11-2027	CRISIL AA- /Stable	Standard
State Bank of India	TL - Banks	500.00	16.68	26-02-2026	CRISIL AA- /Stable	Standard

State Bank of India	TL - Banks		6.74	26-01-2026	CRISIL AA- /Stable	Standard
Sundaram Finance Ltd.	TL - FIs	75.00	29.94	17-09-2026	CRISIL AA- /Stable	Standard
Suryoday Small Finance Bank Ltd.	TL - Banks	33.00	1.36	05-03-2026	CRISIL AA- /Stable	Standard
Union Bank of India	TL - Banks	50.00	5.27	31-03-2026	CRISIL AA- /Stable	Standard
Utkarsh Small Finance Bank Ltd.	TL - Banks	40.00	40.00	30-12-2027	CRISIL AA- /Stable	Standard
Woori Bank	TL - Banks	34.00	1.48	05-03-2026	CRISIL AA- /Stable	Standard
YES Bank Ltd.	TL - Banks	150.00	2.50	31-01-2026	CRISIL AA- /Stable	Standard
YES Bank Ltd.	TL - Banks	150.00	18.75	06-03-2026	CRISIL AA- /Stable	Standard
YES Bank Ltd.	TL - Banks	300.00	100.00	31-12-2027	CRISIL AA- /Stable	Standard
Vivriti Asset Managment Dvara KGFS	PTC-FIs	49.74	3.10	21-08-2026	IND A	Standard
IDFC First Bank Ltd.	PTC-Bank	170.73	1.87	11-03-2026	ICRA AA	Standard
IDFC First Bank Ltd.	PTC-Bank	69.72	22.30	13-04-2026	ICRA AA	Standard
IDFC First Bank Ltd.	PTC-Bank	94.61	117.10	13-06-2026	ICRA AA	Standard
IDFC First Bank Ltd.	PTC-Bank	329.08	98.33	13-10-2026	ICRA AA	Standard
IDFC First Bank Ltd.	PTC-Bank	161.24	149.06	13-01-2027	ICRA AA	Standard
SBM Bank (India) Ltd.	PTC-Bank	49.99	2.03	17-04-2026	ICRA AA	Standard
SBM Bank (India) Ltd.	PTC-Bank	49.15	29.90	17-12-2026	ICRA AA	Standard
Axis Bank Ltd	PTC-Bank	200.27	145.65	15-02-2028	Crisil AA- /SO	Standard
Axis Bank Ltd	PTC-Bank	174.94	161.13	14-05-2028	IND AA+(SO)/ Stable	Standard
Bank Of India	TL - Banks	100.00	61.21	22-10-2027	CRISIL AA- /Stable	Standard
ICBC Bank Ltd	TL - Banks	80.00	53.33	28-02-2028	CRISIL AA- /Stable	Standard
The Hongkong and Shanghai Banking Corporation Ltd.	PTC-Bank	82.92	11.58	12-06-2026	ICRA AA	Standard
The Hongkong and Shanghai Banking Corporation Ltd.	PTC-Bank	82.15	49.01	12-03-2027	ICRA AA	Standard
The Hongkong and Shanghai Banking Corporation Ltd.	PTC-Bank	62.68	50.95	13-06-2027	IND AA+(SO)/ Stable	Standard
Maanaveeya Development & Finance Pvt.Ltd	TL - FIs	50.00	33.33	26-12-2027	CRISIL AA- /Stable	Standard
DCB Bank Ltd.	PTC-Bank	61.06	16.63	12-05-2026	ICRA AA	Standard
DCB Bank Ltd.	PTC-Bank	65.56	21.84	12-06-2026	ICRA AA	Standard

DCB Bank Ltd.	PTC-Bank	74.17	32.10	23-09-2026	ICRA AA	Standard
---------------	----------	-------	-------	------------	---------	----------

ii. **Details of outstanding Unsecured Loan**

The Company has availed unsecured loan as on the latest quarter end on December 31, 2025:

Name of lender	Type of facility	Amount Sanctioned (in Rs. Crs)	Principal Amount outstanding	Repayment date or Schedule	Credit Rating, if applicable
-	-	-	-	-	-

iii. **Details of outstanding Non-Convertible Debentures**

The details of outstanding non-convertible securities in the following format as on the latest quarter end on December 31, 2025:

ISIN	Type of Facility	Ten or	Coupon	Amount	Date of Allotment	Redemption Date	Credit Rating	Secured / Unsecured
INE413U08143	NCD	36	9.95%	40.00	28-03-2025	28-03-2028	CRISIL AA-/Stable	Unsecured
INE413U07236	NCD	36	9.57%	34.05	21-12-2023	21-12-2026	Crisil AA-/Stable& ACUITE AA-/Stable	Secured
INE413U07277	NCD	36	10.00%	73.45	21-12-2023	21-12-2026	Crisil AA-/Stable& ACUITE AA-/Stable	Secured
INE413U07269	NCD	60	10.03%	80.39	21-12-2023	21-12-2028	Crisil AA-/Stable& ACUITE AA-/Stable	Secured
INE413U07251	NCD	60	10.50%	157.72	21-12-2023	21-12-2028	Crisil AA-/Stable& ACUITE AA-/Stable	Secured
INE413U07285	NCD	24	9.20%	6.20	21-06-2024	21-06-2026	Crisil AA-/Stable& ACUITE AA-/Stable	Secured
INE413U07335	NCD	24	9.60%	77.60	21-06-2024	21-06-2026	Crisil AA-/Stable& ACUITE AA-/Stable	Secured
INE413U07327	NCD	36	9.57%	13.14	21-06-2024	21-06-2027	Crisil AA-/Stable& ACUITE AA-/Stable	Secured

INE413U07293	NCD	36	10.00%	14.72	21-06-2024	21-06-2027	Crisil AA-/Stable& ACUITE AA- /Stable	Secured
INE413U07301	NCD	60	10.03%	54.32	21-06-2024	21-06-2029	Crisil AA-/Stable& ACUITE AA- /Stable	Secured
INE413U07319	NCD	60	10.50%	14.87	21-06-2024	21-06-2029	Crisil AA-/Stable& ACUITE AA- /Stable	Secured
INE413U08101	NCD- Sub debt	84	11.00%	100.00	13-06-2023	13-06-2030	CRISIL AA-/Stable	Unsecured
INE413U07210	NCD	36	10.00%	80.00	26-05-2023	26-11-2026	CRISIL AA-/Stable	Secured
INE413U08093	NCD- Sub debt	84	11.00%	150.00	18-05-2023	18-05-2030	CRISIL AA-/Stable	Unsecured
INE413U07400	NCD	24	9.50%	60.00	19-06-2025	19-06-2027	CRISIL AA-/Stable	Secured
INE413U08044	NCD- Sub debt	72	11.25%	100.00	19-08-2022	19-07-2028	CRISIL AA-/Stable	Unsecured
INE413U08044	NCD- Sub debt	72	11.25%	50.00	19-08-2022	19-07-2028	CRISIL AA-/Stable	Unsecured
INE413U08077	NCD- Sub debt	72	11.25%	25.00	02-02-2023	02-04-2029	CRISIL AA-/Stable	Unsecured
INE413U08127	NCD- Sub debt	72	10.77%	97.00	07-03-2024	07-02-2030	CRISIL AA-/Stable	Unsecured
INE413U08184	NCD- Sub debt	120	9.50%	100.00	26-09-2025	26-09-2035	IND AA/Stable & IVR AA Stable	Unsecured
INE413U08135	NCD	24	10.00%	10.00	28-06-2024	28-06-2026	CRISIL AA-/Stable	Unsecured
INE413U07343	NCD	36	7.85%	66.60	30-08-2024	30-08-2027	CRISIL AA-/Stable	Secured
INE413U07350	NCD	24	9.50%	15.00	30-09-2024	30-09-2026	CRISIL AA-/Stable	Secured
INE413U07434	NCD	36	9.65%	100.00	12-09-2025	12-09-2028	CRISIL AA-/Stable	Secured
INE413U07368	NCD	24	9.50%	37.50	31-12-2024	31-12-2026	CRISIL AA-/Stable	Secured
INE413U08168	NCD	120	9.95%	25.00	05-06-2025	05-06-2035	IND AA/Stable & IVR AA Stable	Unsecured
INE413U07376	NCD	36	9.70%	30.00	28-01-2025	28-01-2028	CRISIL AA-/Stable	Secured
INE413U07384	NCD	24	9.50%	46.88	05-02-2025	05-02-2027	CRISIL AA-/Stable	Secured

INE413U08150	NCD	36	9.95%	70.00	09-04-2025	09-04-2028	CRISIL AA-/Stable	Unsecured
INE413U07392	NCD	24	9.50%	50.00	22-04-2025	22-04-2027	CRISIL AA-/Stable	Secured
INE413U07442	NCD	36	9.25%	100.00	24-12-2025	24-12-2028	CRISIL AA-/Stable	Secured
INE413U08176	NCD-Sub debt	120	9.75%	60.00	18-08-2025	20-08-2035	IND AA/Stable & IVR AA Stable	Unsecured
INE413U08176_Re-Issue	NCD-Sub debt	120	9.75%	50.00	18-08-2025	20-08-2035	IND AA/Stable & IVR AA Stable	Unsecured
INE413U08168_Re-Issue	NCD	120	9.95%	25.00	08-07-2025	05-06-2035	IND AA/Stable & IVR AA Stable	Unsecured
INE413U07426	NCD	24	9.50%	100.00	23-07-2025	23-07-2027	CRISIL AA-/Stable	Secured
INE413U07426_Re-Issue	NCD	24	9.50%	200.00	23-07-2025	23-07-2027	CRISIL AA-/Stable	Secured
INE413U07418	NCD	36	9.75%	200.00	16-07-2025	16-07-2028	CRISIL AA-/Stable	Secured

i. Details of commercial paper issuances as at the end of the last quarter ended on December 31, 2025 in the following format:

ISIN	Type of Facility	Tenor	Coupon	Amount in Crs	Date of Allotment	Redemption Date	Credit Rating	Secured / Unsecured
INE413U14307	CP	6 months	9.20%	25	01-08-2025	29-01-2026	CRISIL	Unsecured
INE413U14323	CP	6 months	9.00%	30	13-11-2025	13-05-2026	CRISIL	Unsecured

ii. List of Top 10 ten holders of non-convertible securities in terms of value (on a cumulative basis):

Sr. No	Name of Holders	Category of holder	Face value of holding	Holding as a % of total outstanding non-convertible securities of the issuer
1	THE SOUTH INDIAN BANK LTD	Bank	10000000	20.33%
2	HUDA EMPLOYEES PENSION FUND TRUST	Trust	100000	16.68%
3	GO DIGIT GENERAL INSURANCE LIMITED	Insurance Company	1000	10.42%
4	GLOBAL ACCESS FUND IV LP	Others	100000	10.11%
5	NORTHERN ARC CAPITAL LIMITED	NBFC	79166.65	8.42%
6	Sporta Technologies Private Limited	Others	100000	7.82%
7	THE KARNATAKA BANK LTD	Bank	10000000	7.82%
8	GLOBAL ACCESS FUND LP	Others	100000	6.94%

9	VIVRITI CAPITAL PRIVATE LIMITED	Others	100000	6.25%
10	HDFC LIFE INSURANCE COMPANY LIMITED	Insurance Company	1000	5.21%

iii. List of Top 10 holders of Commercial Paper in terms of value (in cumulative basis)

Sr. No	Name of Holders	Category of holder	Face value of holding	Holding as a % of total commercial paper outstanding of the issuer
1	Slice Small Finance Bank	Corporate	500000	54.55%
2	Indian Energy exchange limited	Corporate	500000	45.45%

iv. Other Borrowings

Details of bank fund-based facilities/ Rest of the borrowing (if any including hybrid debt like FCCB, Optionally Convertible Debentures / Preference Shares) as on December 31, 2025:

Name of Party (in case of facility)/ Name of Instrument	Type of Facility / Instrument	Amount Sanctioned / Issue	Principal Amount outstanding	Redemption Date	Credit Rating	Secured / Unsecured	Security
Nil							

v. The amount of corporate guarantee or letter of comfort issued by the issuer along with name of the counterparty (like name of the 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. (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:

- i. in whole or part, : Nil
- ii. at a premium or discount, or : Nil
- iii. in pursuance of an option or not: Nil

XIV. ADDITIONAL DISCLOSURES BY NBFC AS REQUIRED UNDER CHAPTER IV OF LISTED NCDS MASTER CIRCULAR

Pursuant to Chapter IV (Additional Disclosures by Non-Banking Finance Company or Housing Finance Company or Public Financial Institution) OF SEBI/HO/DDHS/DDHS-PoD/P/CIR/2025/0000000137 dated October 15, 2025 following are the additional disclosures required by NBFC:

S. No.	PARTICULARS OF DISCLOSURE	DETAILS
1.	Details with regard to lending done out of the issue proceeds of earlier issuances of debt securities (whether	Lending Policy: Please refer to ANNEXURE XIII: SPECIFIC DISCLOSURES REQUIRED FROM NBFC of the General Information Document.

	public issue or private placement) by NBFC	<p>Classification of Loans given to associate or entities related to Board, Senior management, promoters, etc: Please refer to ANNEXURE XIII: SPECIFIC DISCLOSURES REQUIRED FROM NBFC of the General Information Document.</p> <p>Classification of loans into several maturity profile denomination: Please refer to ANNEXURE XIII: SPECIFIC DISCLOSURES REQUIRED FROM NBFC of the General Information Document.</p> <p>Aggregated exposure to top 20 borrowers: Please refer to ANNEXURE XIII: SPECIFIC DISCLOSURES REQUIRED FROM NBFC of the General Information Document.</p> <p>Details of loans, overdue and classified as Non-Performing Assets (NPA): Please refer to ANNEXURE XIII: SPECIFIC DISCLOSURES REQUIRED FROM NBFC of the General Information Document.</p>
2.	Details of borrowings made by NBFC	<p>Portfolio Summary of borrowings made by NBFC: Please refer to ANNEXURE XIII: SPECIFIC DISCLOSURES REQUIRED FROM NBFC of the General Information Document.</p> <p>Quantum and percentage of Secured vs. Unsecured borrowings: Please refer to ANNEXURE XIII: SPECIFIC DISCLOSURES REQUIRED FROM NBFC of the General Information Document.</p>
3.	Details of change in shareholding	<p>Any change in promoters holding in NBFC during last financial year beyond the threshold prescribed by Reserve Bank of India: Please refer to ANNEXURE XIII: SPECIFIC DISCLOSURES REQUIRED FROM NBFC of the General Information Document.</p>
4.	Disclosure of Assets under management	<p>Segment wise break up and Type of loans: Please refer to ANNEXURE XIII: SPECIFIC DISCLOSURES REQUIRED FROM NBFC of the General Information Document.</p>
5.	Details of borrowers	<p>Geographical location wise: Please refer to ANNEXURE XIII: SPECIFIC DISCLOSURES REQUIRED FROM NBFC of the General Information Document.</p>
6.	Details of Gross NPA	<p>Segment wise: Please refer to ANNEXURE XIII: SPECIFIC DISCLOSURES REQUIRED FROM NBFC of the General Information Document.</p>
7.	Details of Assets and Liabilities	<p>Residual maturity profile wise into several bucket: Please refer to ANNEXURE XIII: SPECIFIC DISCLOSURES REQUIRED FROM NBFC of the General Information Document.</p>
8.	Additional details of loans made by, Housing Finance Company	N.A.
9.	Disclosure of latest ALM statements to stock exchange	Please refer to ANNEXURE XIV: ALM STATEMENTS of the General Information Document.

XV. Defaults in borrowing

The 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 company, in the preceding three years and the current financial year:

Please refer to Section 6 (*Issuer Information*) of the General Information Document.

XVI. Material event/ development affecting investment decision

Any material event/ development or change having implications on the financials/credit quality (regulatory proceedings against the issuer/promoters, litigations resulting in material liabilities, corporate restructuring event etc.) at the time of issue which may affect the issue or the investor's decision to invest / continue to invest in the non-convertible securities/ commercial paper.

Please refer to Section 6 (*Issuer Information*) of the General Information Document.

XVII. Any litigation or legal action pending or taken by a Government Department or a statutory body or regulatory body during the three years immediately preceding the year of the issue of the issue document against the promoter of the company.

During the three years immediately preceding the year of the Issue Document, the Reserve Bank of India ("RBI") took regulatory action against IIFL Finance Limited, the promoter of the Company, for non-adherence to RBI guidelines relating to gold loans, including loan-to-value norms, auction process and transparency in customer charges. Pursuant to an order dated March 4, 2024, RBI directed IIFL Finance Limited to cease sanctioning or disbursing gold loans and assigning, securitising or selling its gold loan portfolio with effect from March 4, 2024.

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

Please refer to Section 6 (*Issuer Information*) of the General Information Document.

XIX. 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 issue or the investor's decision to invest / continue to invest in the debt securities and/ or non-convertible redeemable preference shares.

Please refer to Section 6 (*Issuer Information*) of the General Information Document.

XX. 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.

Please refer to Section 6 (*Issuer Information*) of the General Information Document.

XXI. Details of pending proceedings initiated against the issuer for economic offences, if any.

Nil

XXII. 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.

Please refer to Clause XIV of this Section 5 of this Key Information Document.

XXIII. The issue document shall not include a statement purporting to be made by an expert unless the expert is a person who is not, and has not been, engaged or interested in the formation or promotion or management, of the company and has given his written consent to the issue of the issue document and has not withdrawn such consent before the delivery of a copy of the issue document to the Registrar (as applicable) for registration and a statement to that effect shall be included in the issue document- Nil

XXIV. In case the issuer is a Non-Banking Finance Company (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:

S No.	Name of the Borrower (A)	Amount of Advances /exposures to such borrower (Group) (Rs. Crore) (B)	Percentage of Exposure (C)= B/Total Assets Under Management
NA	NA	NA	NA

XXV. In order to allow investors to better assess the issue, the following additional disclosures shall be made by the issuer in the issue documents:

- (i) A portfolio summary with regards to industries/ sectors to which borrowings have been granted by NBFCs.
- (ii) Quantum and percentage of secured vis-à-vis unsecured borrowings granted by NBFCs.
- (iii) Any change in promoters' holdings in NBFCs during the preceding financial year beyond the threshold specified by the Reserve Bank of India from time to time.

Please refer to Section 6 (*Issuer Information*) of the General Information Document.

XXVI. Declaration in case of public issue with regards to the following:

- a. procedure of allotment of debt securities and non-convertible redeemable preference shares and unblocking of funds in case of refund;

N.A.

- b. a statement by the Board of Directors about the separate bank account where all monies received out of the issue are to be transferred, and disclosure of details of all monies including utilised and unutilized monies out of the previous issue in the prescribed manner;

N.A.

- c. the details of all utilized and unutilized monies out of the monies collected in the previous issue made by way of public offer shall be disclosed and continued to be disclosed in the balance sheet till the time any part of the proceeds of such previous issue remains unutilized, the purpose for which such monies have been utilized, and the securities or other forms of financial assets in which such unutilized monies have been invested; and

N.A.

- d. the interim use of funds, if any.

N.A.

XXVII. 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.

Directors	Please refer ANNEXURE IV - BOARD AND COMMITTEE RESOLUTION in respect of the resolutions passed at the meeting of the board of directors of the Issuer and at the meeting of working committee of the board of directors of the Issuer.
Auditors	As the Debentures will be issued by way of private placement to identified investors in accordance with the process prescribed by SEBI, other than audited financials as set out in ANNEXURE I - LAST AUDITED FINANCIAL STATEMENTS no auditor's report is being obtained in respect of this issue of Debentures, the Issuer believes that no specific consent from the lenders of the Issuer is required.
Bankers to issue	As the Debentures will be issued by way of private placement to identified investors in accordance with the process prescribed by SEBI, no bankers have been appointed in respect of such issue of Debentures
Trustees	The consent letter from Debenture Trustee is provided in Annexure III of this Key Information Document.
Solicitors / Advocates / Legal Advisors	The company has appointed the legal counsel to the issue vide board resolution. Please refer to ANNEXURE IV - BOARD AND COMMITTEE RESOLUTION of this Key Information Document.
Registrar	The consent letter from the Registrar is provided in ANNEXURE VIII - CONSENT OF THE REGISTRAR AND TRANSFER AGENT of this Key Information Document.
Lenders of the Issuer	The Issuer believes that no specific consent from the lenders of the Issuer is required.
Experts	Consent of the experts as mentioned above has been obtained to the extent applicable.

XXVIII. 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.

Vardhman Trusteeship Private Limited has been appointed as Debenture Trustee for the proposed Issue. The Debenture Trustee has given their consent to the Issuer for its appointment under the Securities and Exchange Board of India (Issue and Listing of Non-Convertible Securities) Regulations, 2021, as amended up to date, and a copy of the consent letter is enclosed to this Key Information Document. The Company will enter into a Trusteeship Agreement/ Debenture Trust Deed, inter-alga, specifying the powers, authorities and obligations of the Company and the Debenture Trustee in respect of the Debenture. The Debenture Trustee Agreement is enclosed as Annexure IX to this Key Information Document.

The Company shall pay the Debenture Trustee, Acceptance Fee amounting to INR 60,000/- payable one time on acceptance of engagement letter and Annuity Fee amounting to INR 75,000/- per annum payable annually in advance from the date of engagement letter till the debentures are redeemed.

The Debenture Holders shall, by signing the Application Form and without any further act or deed, be deemed to have irrevocably given their consent to and authorized the Debenture Trustee or any of their Agents or authorized officials to do, *inter cilia*, all such acts, deeds and things necessary in respect of or relating to the security to be created for securing the Debentures being offered in terms of the Key Information Document. All rights and remedies under the Debenture Trust Deed / Trusteeship Agreement and/or other security documents shall rest in and be exercised by the Debenture Trustee without having it referred to the

Debenture holders. Any payment made by the Company to the Debenture Trustee on behalf of the Debenture holder(s) shall discharge the Company to that extent to the Debenture holder(s). No Debenture holder shall be entitled to proceed directly against the Company unless the Debenture Trustee, having become so bound to proceed, fails to do so.

Company reserves the rights to appoint any other SEBI registered Debenture Trustee.

XXIX. If the security is backed by a guarantee or letter of comfort or any other document / letter with similar intent, a copy of the same shall be disclosed. In case such document does not contain 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 - Nil

XXX. Disclosure of Cash flow with date of interest/dividend/ redemption payment as per day count convention.

a. The day count convention for dates on which the payments in relation to the debt securities /non-convertible redeemable preference shares which need to be made, should be disclosed.

Coupon and all other charges shall accrue based on actual/actual day count convention in accordance with the SEBI circular no. 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", as may be amended from time to time.

b. Procedure and time schedule for allotment and issue of securities should be disclosed;

The issue schedule for the issue of the Debentures is as follows:

PARTICULARS	DATE
Issue Opening Date	January 28, 2026
Issue Closing Date	January 28, 2026
Pay In Date	January 29, 2026
Deemed Date of Allotment	January 29, 2026

Please also refer SECTION 7 (*Application Process*).

c. Cash flows emanating from the debt securities / non- convertible redeemable preference shares shall be mentioned in the offer document, by way of an illustration.

The cash flows emanating from the Debentures, by way of an illustration, are set out under ANNEXURE XI - ILLUSTRATION OF BOND CASH FLOWS of this Key Information Document.

XXXI. Disclosures pertaining to willful defaulter:

The disclosures pertaining to willful defaulter is as provided in SECTION 9 (*Disclosure Pertaining to Wilful Default*) of this Key Information Document.

XXXII. UNDERTAKING BY THE ISSUER

Please refer to Section 3 (*Undertaking of the Issuer*) of the Key Information Document.

XXXIII. Risk Factors

Please refer to Section 4 (*Risk Factors*) of the General Information Document.

XXXIV. Other Details

1. DRR creation - relevant regulations and applicability

In accordance with amendments to the Companies Act, 2013, and the Companies (Share Capital & Debentures) Rules 2014, read with the NCS Listing Regulations, an NBFC registered with RBI under section 45 IA of the Reserve Bank of India Act, 1934, is not required to create a DRR for the purpose of redemption of debentures. Pursuant to Rule 18 (7) of the Companies (Share Capital and Debentures) Rules, 2014, a non-banking financial company is not required to maintain debenture redemption reserve for debentures issued on a private placement basis. Accordingly, no debenture redemption reserve shall be created by our Company for the purpose of redemption of the NCDs or in connection with the Issue.

2. Issue/ instrument specific regulations

- i. The Debentures are governed by and will be construed in accordance with the Indian Law. The Issuer, the Debentures and Issuer's obligations under the Debentures shall, at all times, be subject to the directions of the Reserve Bank of India (RBI), Securities & Exchange Board of India (SEBI), Stock Exchanges, Companies Act, 2013 and other applicable laws and regulations from time to time.
 - a) the Companies Act, 2013;
 - b) the Companies Act, 1956 (to the extent applicable and in force);
 - c) the Securities Contracts (Regulation) Act, 1956;
 - d) the Companies (Share Capital and Debentures) Rules, 2014;
 - e) the Companies (Prospectus and Allotment of Securities) Rules, 2014;
 - f) the Securities and Exchange Board of India Act, 1992;
 - g) the Depositories Act, 1996;
 - h) the NCS Listing Regulations, as amended from time to time;
 - i) the SEBI LODR Regulations, as amended from time to time;
 - j) the Master Circular for Debenture Trustees, as amended from time to time;
 - k) the Listed NCDs Master Circular, as amended from time to time;
 - l) the SEBI Merchant Banker Regulations, as amended from time to time (if applicable);
 - m) the Securities and Exchange Board of India (Debenture Trustees) Regulations, 1993, as amended from time to time; and
 - n) all other relevant laws (including rules, regulations, clarifications, notifications, directives, circulars as may be issued by the Securities Exchange Board of India, the Reserve Bank of India and any statutory, regulatory, judicial, quasi-judicial authority).
- ii. In the event the Issuer proposed to issue Debentures with face value of INR 10,000/- (Indian Rupees Ten Thousand Only), the Issuer shall appoint a Merchant Banker for the issue for performing the role, responsibilities and obligations same as they would be in case of public issue of debt security or non-convertible redeemable preference share, as provided under clause 1.3 of Chapter V (Denomination of issuance and trading of Non-convertible Securities) of the Listed NCDs Master Circular,

“Issuer may issue debt security or non-convertible redeemable preference share on private placement basis at a face value of Rs. Ten Thousand;

(i) Subject to the following conditions:

a) The issuer shall appoint at least one Merchant Banker. Provided that the role, responsibilities and obligations of the Merchant Banker(s) shall be same as they would be in case of public issue of debt security or non-convertible redeemable preference share.

b) Such debt security or non-convertible redeemable preference share shall be interest/dividend bearing security paying coupon/dividend at regular intervals with a fixed maturity without any structured obligations....”

3. Default in Payment;

Please refer to Section 8 (*Summary of Terms*) of this Key Information Document.

4. Delay in Listing:

The Debentures are proposed to be listed on National Stock Exchange of India Limited, being the Designated Stock Exchange. The details of NSE are as below:

National Stock Exchange of India Ltd.,
Exchange Plaza, C-1, Block G,
Bandra Kurla Complex, Bandra (E)
Mumbai – 400 051
Tel. No: 022 2659 8100/ 2659 8114 / 66418100
Fax No: 022 2659 8120

In accordance with the Securities and Exchange Board of India (Issue and Listing of Non-Convertible Securities) Regulations, 2021 as amended from time to time, read together with the requirements in respect of the timelines for listing of debt securities issued on a private placement basis prescribed in Chapter VII (Standardization of timelines for listing of securities issued on a private placement basis) of the SEBI circular no. 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*", the Issuer confirms that in the event there is any delay in listing of the Debentures beyond 3 (three) Business Days from the date of closure of the issue for the Debentures, the Company (i) will pay to the Debenture Holders, penal interest of 1% (one percent) per annum over the Coupon Rate for the period of delay from the deemed date of allotment of for the Debentures until the listing of the Debentures is completed.

5. Delay in allotment of securities:

- (i) The Issuer shall ensure that the Debentures are allotted to the respective Debenture Holders and are credited into the demat accounts of the relevant Debenture Holders within the timelines prescribed under the SEBI Listing Timelines Requirements.
- (ii) If the Issuer fails to allot the Debentures to the Applicants within 60 (sixty) calendar days

from the date of receipt of the Application Money ("**Allotment Period**"), it shall repay the Application Money to the Applicants within 15 (fifteen) calendar days from the expiry of the Allotment Period ("**Repayment Period**").

- (iii) If the Issuer fails to repay the Application Money within the Repayment Period, then Issuer shall be liable to repay the Application Money along with interest at 12% (twelve percent) per annum from the expiry of the Allotment Period.

6. Issue details:

As detailed in Section 7 (*Application Process*) of this Key Information Document.

7. Disclosure prescribed under PAS-4 of Companies (Prospectus and Allotment of Securities), Rules, 2014 but not contained in this schedule, if any.

The finalised form of the PPOA prepared in accordance with the Form PAS 4 prescribed under the Companies (Prospectus and Allotment of Securities), Rules, 2014 is provided as **ANNEXURE XII - PAS 4**. Please refer **ANNEXURE XII - PAS 4** for all disclosures required under the Companies (Prospectus and Allotment of Securities), Rules, 2014 are set out therein.

8. Project details: gestation period of the project; extent of progress made in the project; deadlines for completion of the project; the summary of the project appraisal report (if any), schedule of implementation of the project;

Not applicable

9. The Issuer hereby undertakes that the assets on which the charge or security has been created to meet the hundred percent security cover or higher security cover is free from any encumbrances and in case the assets are encumbered, the permissions or consent to create any further charge on the assets has been obtained from the existing creditors to whom the assets are charged, prior to creation of the charge.

For security related details please refer to Section 8 (*Summary of Terms*) of this Key Information Document. The Issuer further undertakes that the charge created is equal to 1.05x of the security cover and is free of encumbrances.

10. The issue document shall include the following other matters and reports, namely:

- (a) If the proceeds, or any part of the proceeds, of the issue of the debt securities/nonconvertible redeemable preference shares are or is to be applied directly or indirectly:
- (1) in the purchase of any business; or
 - (2) 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 company 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 issue document) upon –

1. the profits or losses of the business for each of the three financial years immediately preceding the date of the issue of the issue document; and
2. 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 issue document.

(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:

- (1) the names, addresses, descriptions and occupations of the vendors;
- (2) 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; **NA**
- (3) the nature of the title or interest in such property proposed to be acquired by the company; and
- (4) 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: **NA**

Provided that if the number of vendors is more than five, then the disclosures as required above shall be on an aggregated basis, specifying the immovable property being acquired on a contiguous basis with mention of the location/total area and the number of vendors from whom it is being acquired and the aggregate value being paid. Details of minimum amount, the maximum amount and the average amount paid/ payable should also be disclosed for each immovable property. **NA**

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 (1) to (4) 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 clause (10)(g) of paragraph XXXIV of this Section 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.

(c) If:

- (1) the proceeds, or any part of the proceeds, of the issue of the debt securities/non-convertible redeemable preference shares are or are to be applied directly or indirectly

and in any manner resulting in the acquisition by the company of shares in any other body corporate; and

- (2) 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 company, a report shall be made by a Chartered Accountant (who shall be named in the issue document) upon –
 1. 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
 2. the assets and liabilities of the other body corporate as on the latest date to which its accounts were made up.

NA

(d) The said report shall:

- (1) 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 company 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 company had at all material times held the shares proposed to be acquired; and
- (2) 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.

NA

(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 shall be disclosed.

As set out in Annexure IV in the General Information Document.

(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.

NA

(g) The matters relating to:

- (1) Material contracts:

S. No.	Nature of Contract
1.	Certified true copy of the Memorandum & Articles of Association of the Issuer.

2.	The Board Resolution dated March 25, 2025, read with Committee Resolution dated January 21, 2026, authorizing the issue of Debentures offered under the terms of this Key Information Document.
3.	Shareholder Resolution under Section 180 (1) (a) and Section 180 (1) (c) dated January 24, 2024 authorizing the borrowing by the Company and the creation of security.
4.	Copies of Annual Reports of the Company for the last three financial years.
5.	Credit rating letter from the Rating Agency dated January 20, 2026.
6.	Letter from Debenture Trustee dated January 22, 2026 giving its consent to act as Debenture Trustee. (" Consent Letter ")
7.	Letter for Register and Transfer Agent dated January 21, 2026.
8.	Certified true copy of the certificate of incorporation of the Company.
9.	Certified true copy of the tripartite agreement between the Company, the Registrar & Transfer Agent and the NSDL: 09-09-2017; CDSL dated 18-06-2018.
10.	Debenture Trustee Agreement dated January 22, 2026 executed between the Issuer and the Debenture Trustee.
11.	Debenture Trust Deed to be executed on or around the date of this Key Information Document between the Issuer and the Debenture Trustee.
12.	Deed of Hypothecation to be executed on or around the date of this Key Information Document between the Issuer and the Debenture Trustee.
13.	Letter from Merchant Banker dated January 21, 2026 giving its consent to act as the Merchant Banker.

(2) Time and place at which the contracts together with documents will be available for inspection from the date of issue document until the date of closing of subscription list.

The contracts and documents referred to hereunder are material to the Issue, may be inspected at the registered office of the Company between on 10.00 am to 4.00 pm on Business Days.

(h) Reference to the relevant page number of the audit report which sets out the details of the related party transactions entered during the three financial years immediately preceding the issue of issue document.

Refer the enclosed Financials, for the three preceding financial years, in Annexure I

(i) The summary of reservations or qualifications or adverse remarks of auditors in the three financial years immediately preceding the year of issue of issue document, and of their impact on the financial statements and financial position of the company, and the corrective steps taken and proposed to be taken by the company for each of the said reservations or qualifications or adverse remarks.

NA

(j) The details of: any inquiry, inspections or investigations initiated or conducted under the securities laws or Companies Act, 2013 (18 of 2013) or any previous companies law; prosecutions filed, if any (whether pending or not); and 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.

NA

(k) The details of acts of material frauds committed against the issuer in the preceding three financial years and current financial year, if any, and actions taken by the issuer.

NA

11. Listing and Monitoring Requirements:

(a) Monitoring

The Company will provide all such assistance to the Debenture Trustee as may be required by it, to carry out the necessary due diligence and monitor the security cover in the manner as may be specified by SEBI from time to time. In this regard, in accordance with the Master Circular for Debenture Trustees, the Company undertakes and agrees to provide all relevant documents/ information, as applicable, to enable the Debenture Trustee to submit the following reports/ certifications to BSE in accordance with the Master Circular for Debenture Trustees:

(b) Recovery Expense Fund

- a. The Company hereby undertakes and confirms that it shall, within the time period prescribed under the Master Circular for Debenture Trustees, establish, maintain and utilize the Recovery Expense Fund in such manner/ mode as is prescribed under the Master Circular for Debenture Trustees, to enable the Debenture Trustee to take prompt action in relation to the enforcement/legal proceedings under the Transaction Documents.
- b. The Company shall deposit cash or cash equivalents including bank guarantees towards the contribution to Recovery Expense Fund with the Designated Stock Exchange and submit relevant documents evidencing the same to the Debenture Trustee from time to time.
- c. The Company shall ensure that any bank guarantees provided in respect of the Recovery Expense Fund remain valid for a period of 6 (six) months following the maturity date of the Debentures. The Company shall keep the bank guarantees in force and renew the bank guarantees at least 7 (seven) working days before its expiry, failing which the Designated Stock Exchange may invoke such bank guarantee.
- d. In the event of default, the Debenture Trustee may get reimbursed from the REF for all the related activities for enforcement/ legal proceedings including but not limited to obtaining various consents from debenture holders, voting process, holding of meetings of debenture holders, filing court applications, legal fees, expenses for asset recovery services, appointment of legal consultants in respect of enforcement/ legal proceedings in the event of default.
- e. In case the utilization of REF is for purposes explicitly specified under paragraph (d) above, prior approval from the Debenture Holders shall not be required. Debenture Trustee shall intimate debenture holders through mail and upload on its website regarding the reimbursement from REF. In case the utilization of REF is for purposes other than explicitly mentioned in paragraph (d) above, the Debenture Trustee shall obtain prior consent of the holders of the debt securities and shall inform the same to the Designated Stock Exchange.

- f. Debenture Trustee shall inform the Designated Stock Exchange to release the amount from the REF and submit an independent auditor's certificate regarding the expenses incurred to the Stock Exchange, which shall be verified by the Stock Exchange before release of the amount from the REF to the Debenture Trustee.
- g. The Designated Stock Exchange shall release the amount lying in the REF to the Debenture Trustee within five working days of receipt of such intimation.
- h. The Debenture Trustee shall keep a proper account of all expenses incurred out of the funds received from REF.
- i. The Debenture Trustee shall on an annual basis update the debenture holders regarding the utilization of such funds.
- j. The balance in the Recovery Expense Fund shall be refunded to the Company on repayment to the Debenture holders for which a 'No Objection Certificate (NOC)' shall be issued by the Debenture Trustee(s) to the Designated Stock Exchange. The Debenture Trustee shall satisfy that there is no 'default' on any other listed debt securities of the Company before issuing the NOC.
- k. The Debenture Trustee shall supervise the implementation of the conditions, creation of Recovery Expense Fund as applicable.

(c) Requirements Under The LODR Regulations

The Company agrees, declares and covenants with the Debenture Trustee that it will comply with all relevant requirements prescribed under the LODR Regulations applicable to it (including without limitation, Chapter IV of the LODR Regulations (to the extent applicable) and Chapter V of the LODR Regulations (to the extent applicable)).

(d) Due Diligence

- (a) The Company acknowledges, understands, and confirms that:
 - (i) the Debenture Trustee shall carry out due diligence on continuous basis to ensure compliance by the Company, with the provisions of the Act, the LODR Regulations, the Debt Listing Regulations, the Debenture Trustees Regulations, the listing agreement of the stock exchange(s) where the Debentures are listed, the Transaction Documents, and any other regulations issued by SEBI pertaining to the Issue;
 - (ii) for the purposes of carrying out the due diligence as required in terms of the Master Circular for Debenture Trustees, the Debenture Trustee, either through itself or its agents, advisors, consultants, shall have the power to examine the books of account of the Company and to have the Company's Hypothecated Assets inspected by its officers and/or external auditors, valuers, consultants, lawyers, technical experts, management consultants appointed by the Debenture Trustee; and
 - (iii) the Debenture Trustee may at any time through its authorized representatives and agents, inspect books of account, records, registers of Company and the trust property (as set out in the Debenture Trust Deed/ this Key Information Document) to the extent necessary for discharging its obligations. The Company shall provide full and unimpeded access to the records, registers and books of accounts in

relation to the Hypothecated Assets and facilitate in the inspection and due diligence process. Any fees, costs expenses incurred in conducting such inspection/due diligence process shall be fully borne by the Company. In the event, any fees, costs expenses are borne by the Debenture Trustee, the above shall be reimbursed forthwith by the Company upon request.

- (b) The Company shall submit documents/ information as the Debenture Trustee may require to conduct continuous and periodical due diligence and monitoring of the Transaction Security or the assets on which security interest/ charge is created, which shall *inter alia*, include:
- (i) periodical status/ performance reports from the Company within seven days of the relevant board meeting of the Company or within 45 (forty-five) days of the respective quarter, whichever is earlier;
 - (ii) details with respect to defaults, if any, with regard to payment of interest or redemption of Debentures;
 - (iii) details with respect to the implementation of the conditions regarding creation of the Transaction Security for the Debentures, debenture redemption reserve if applicable and Recovery Expense Fund;
 - (iv) details with respect to the Hypothecated Assets of the Company and of the guarantors (to the extent applicable) to ensure that they are sufficient to discharge the interest and principal amount at all times and that such Hypothecated Assets are free from any other encumbrances except those which are specifically agreed to by the Debenture Holders;
 - (v) reports on the utilization of funds raised by the issue of Debentures;
 - (vi) details with respect to redemption of the Debentures;
 - (vii) (to the extent applicable) details with respect to dispatch of the debenture certificates and interest warrants, credit of the debentures in the demat account of the Debenture Holders and payment of amounts upon redemption of Debentures to the Debenture Holders due to them within the stipulated time period in accordance with the applicable Law;
 - (viii) (to the extent applicable) reports from the lead bank regarding the progress of the project relating to the proceeds of the Issue;
 - (ix) details regarding monitoring of utilisation of funds raised in the issue of the Debentures;
 - (x) (to the extent applicable) certificate from the statutory auditors of the Company (i) in respect of utilisation of funds during the implementation period of the project relating to the proceeds of the Issue, and (ii) in the case of Debentures issued for financing working capital, at the end of each accounting year; and

- (xi) such other documents or information as may be required by the Debenture Trustee in accordance with the applicable Law.
- (c) Without prejudice to any other provision of the Debenture Trust Deed/ this Key Information Document and the other Transaction Documents, the Company shall:
 - (i) provide such documents/information and assistance to the Debenture Trustee as may be required by the Debenture Trustee to carry out the necessary due diligence and monitor the security cover on a quarterly basis in the manner as may be specified by SEBI from time to time;
 - (ii) to the extent applicable, submit a certificate from the statutory auditor on a quarterly basis, regarding the maintenance of security cover in accordance with the terms of the Disclosure Documents and the other Transaction Documents including compliance with the covenants of the Disclosure Documents and the other Transaction Documents within timelines as specified under SEBI Listed Debentures Circulars and Regulations, or such other circulars issued by SEBI from time to time;
 - (iii) comply with all requirements under the Master Circular for Debenture Trustee, and provide all documents/information as may be required in accordance with the Master Circular for Debenture Trustees.
 - (iv) The Company shall submit the all such reports/ certification to the Debenture Trustee within the following timelines as to enable the Debenture Trustee to submit the following reports/ certification to Stock Exchange within the timelines specified:

REPORTS/CERTIFICATES	TIMELINES FOR SUBMISSION REQUIREMENTS TO THE DEBENTURE TRUSTEE	TIMELINE FOR SUBMISSION OF REPORTS/CERTIFICATIONS BY DEBENTURE TRUSTEE
Security cover certificate	Quarterly basis within 60 (sixty) days from end of each quarter except last quarter when submission is to be made within 75 (seventy five) days or such other timelines as prescribed under Applicable Law.	Quarterly basis within (A) 75 (seventy five) days from each Quarterly Date (other than March 31 of the relevant calendar year), and (B) 90 (ninety) days from March 31 of the relevant calendar year or such other timelines as may be prescribed under Applicable Law.
(To the extent applicable) A statement of value of pledged securities	Quarterly basis within 60 (sixty) days from end of each quarter except last quarter when submission is to be made within 75 (seventy five) days or such other timelines as prescribed under Applicable Law.	Quarterly basis within (A) 75 (seventy five) days from each Quarterly Date (other than March 31 of the relevant calendar year), and (B) 90 (ninety) days from March 31 of the relevant calendar year or such other timelines as may be prescribed under Applicable Law.
(To the extent applicable) A statement	Quarterly basis within 60 (sixty) days from end of each	Quarterly basis within (A) 75 (seventy-five) days from each

REPORTS/CERTIFICATES	TIMELINES FOR SUBMISSION REQUIREMENTS TO THE DEBENTURE TRUSTEE	TIMELINE FOR SUBMISSION OF REPORTS/CERTIFICATIONS BY DEBENTURE TRUSTEE
of value for Debt Service Reserve Account or any other form of security offered	quarter except last quarter when submission is to be made within 75 (seventy five) days or such other timelines as prescribed under Applicable Law.	Quarterly Date (other than March 31 of the relevant calendar year), and (B) 90 (ninety) days from March 31 of the relevant calendar year or such other timelines as may be prescribed under Applicable Law.
(To the extent applicable) Net worth certificate of guarantor(s) (secured by way of personal guarantee(s))	Half yearly basis within 60 (sixty) days from end of each half-year or such other timelines as prescribed under Applicable Law.	Half yearly basis within 75 (seventy-five) days from the end of each financial half-year or such other timelines as may be prescribed under Applicable Law.
(To the extent applicable) Financials/value of guarantor prepared on basis of audited financial statement etc. of the guarantor (secured by way of corporate guarantee)	Annual basis within 60 (sixty) days from end of each Financial Year or such other timelines as prescribed under Applicable Law.	Annual basis within 75 (seventy-five) days from the end of each Financial Year or within such other timelines as may be prescribed under Applicable Law.
(To the extent applicable) Valuation report and title search report for the immovable/ movable assets, as applicable.	Once in three years within 60 (sixty) days from the end of the financial year.	Once in three years within 75 (seventy-five) days from the end of the financial year.

(e) Others

- (a) The Company shall, at all times until the secured obligations have been duly discharged, maintain a bank account no. 000205022197 with ICICI Bank (“**Account Bank**”) from which it proposes to pay the redemption amount. The Company agrees and acknowledges that they shall also inform the Debenture Trustee within 1 (one) working day of any change in the Account Bank details.
- (b) The Company further acknowledges, agrees, that the Debenture Trustee is authorised to seek redemption payment related details and information from the Account Bank in terms of the extant SEBI regulations. Further, in case of change of Account bank, the Debenture Trustee shall accept such change only upon submission of the duly acknowledged and accepted pre-authorisation letter and duly accepted consent letter from the successor /new account bank.

- (c) The Company covenants with the Debenture Trustee that it shall comply with all its obligations under the Debenture Trust Deed/ this Key Information Document and pay and repay all the monies payable by the Company (including any applicable default interest, fees and costs and expenses) to the Debenture Trustee and the Debenture Holder(s) pursuant to the terms of the Debenture Trust Deed/ this Key Information Document.
- (d) The Company shall ensure due compliance and adherence to the Master Circular for Debenture Trustees in letter and spirit.
- (e) To the extent applicable and required in terms of the Master Circular for Debenture Trustees, the Debenture Trustee shall execute an "inter creditor agreement" in the manner prescribed under the Master Circular for Debenture Trustees.
- (f) To the extent required/ applicable, the Company shall provide intimation to the Debenture Trustee regarding (i) any default in timely payment of interest or redemption or both in respect of the non-convertible debt securities issued by the Company, and (ii) all covenants of the issue (including side letters, event of default provisions/ clauses etc.).
- (g) The Company shall promptly disclose and furnish to the Debenture Trustee, all documents/ information about or in relation to the Company or the Debentures, as requested by the Debenture Trustee to fulfil its obligations hereunder or to comply with any applicable Law, including in relation to filing of its reports/ certification to stock exchange within the prescribed timelines.
- (h) The Company and the Debenture Trustee hereby agree and covenant to comply with the requirements prescribed under the Master Circular for Debenture Trustees in respect of the Debentures and the transactions contemplated in the Transaction Documents.

SECTION 7 APPLICATION PROCESS

I. Who can invest /apply?

The investors, who specifically approached, who are eligible to apply for this private placement of Debentures are mentioned in the General Information Document/ Key Information Document. All investors are required to comply with the relevant regulations/guidelines applicable to them for investing in this Issue.

All such Investors / transferees are required to comply with the relevant regulations/guidelines applicable to them for investing in this issue of / purchasing the Debentures and with respect to any subsequent transfer of the Debentures and shall be bound by the terms and conditions of the Debentures as set out in this Key Information Document.

Only Eligible Investors as given hereunder may apply for the Debentures by completing the Application Form as set out in ANNEXURE X - APPLICATION FORM in the prescribed format in BLOCK LETTERS in English as per the instructions contained therein. The minimum number of Debentures that can be applied for and the multiples thereof shall be set out in the relevant Application Form. No application can be made for a fraction of a Debenture. The series of Debentures applied for must be clearly indicated in the Application Form. Application Forms should be duly completed in all respects and applications not completed in the said manner are liable to be rejected. The name of the applicant's bank, type of account and account number must be duly completed by the applicant. This is required for the applicant's own safety and these details will be printed on the refund orders and interest/ redemption warrants.

An Application Form must be accompanied by either demand draft(s) or cheque(s) drawn or made payable in favor of the Issuer or otherwise as may be set out in the Application Form and crossed "Account Payee Only".

II. Application Procedure through EBP Bid Process as per EBP Guidelines:

- a. In order to be able to bid under the NSE EBP Platform, Eligible Investors must have provided the requisite documents (including but not limited to know your customer) in accordance with the EBP Guidelines or applicable law. The Company is entitled at any time to require an Eligible Investor to provide any know your customer or other documents as may be required to be maintained by it or delivered to a third party by it in accordance with applicable laws.

All Eligible Investors are required to register themselves as a one-time exercise (if not already registered) with the NSE EBP Platform for participating in electronic book building mechanism.

Eligible Investors should refer the operating guidelines for issuance of debt securities on private placement basis through an electronic book mechanism as available on the website of NSE.

Eligible Investors will also have to complete the mandatory know your customer verification process. Eligible Investors should refer to the EBP Guidelines in this respect.

The details of the Issue shall be entered on the NSE EBP Platform by the Company at least 2 (two) Business Days prior to the Issue Opening Date, in accordance with the EBP Guidelines.

- b. The Issue will be open for bidding for the duration of the bidding window that would be communicated through the Issuer's bidding announcement on the NSE EBP Platform, at least 1 (one) Business Day before the start of the Issue Opening Date.

Some of the key guidelines in terms of the current EBP Guidelines on issuance of securities on private placement basis through an EBP mechanism, are as follows:

- A. Modification of Bid: Eligible Investors may note that modification of bid is allowed during the bidding period or window. However, in the last 10 minutes of the bidding period or window, revision of bid is only allowed for upward revision of the bid amount placed or to improve the coupon or yield by the Eligible Investor.
- B. Cancellation of Bid: Eligible Investors may note that cancellation of bid is allowed during the bidding period or window. However, in the last 10 minutes of the bidding period or window, no cancellation of bids is permitted.
- C. Multiple Bids: Bidders are permitted to place multiple bids on the NSE EBP Platform in line with the NSE EBP Guidelines and the EBP Guidelines.
- D. Manner of bidding: The Issue will be through closed bidding on the NSE EBP platform in line with the NSE EBP Guidelines and the EBP Guidelines.
- E. Manner of allotment: The allotment will be done on uniform yield basis in line with the NSE EBP Guidelines and the EBP Guidelines.
- F. Manner of settlement: Settlement of the Issue will be done through online transfer and the account details are given in the section on Payment Mechanism of this Key Information Document.
- G. Settlement cycle: The process of pay-in of funds by investors and pay-out to Company will be done on T+1 trading day, where T is the Issue Closing Date.
- H. Offer or Issue of executed offer letters cum application forms to successful Eligible Investors. The offer letters cum application forms along with the Application Form will be issued to the successful Eligible Investors, who are required to complete and submit the Application form to the Company in order to accept the offer of Debentures.

No person other than the successful Eligible Investors to whom the offer letters cum application forms has been issued by the Company may apply for the issue through the offer letters cum application forms received from a person other than those specifically addressed will be invalid. However, Eligible Investors should refer to the EBP Guidelines as prevailing on the date of the bid.

The subscription to the Debentures shall be made by the Eligible Investors through the electronic book mechanism as prescribed by SEBI under the EBP Requirements by placing bids on the EBP Platform during the Issue period. In case the Eligible Investors are not registered on the EBP Platform, they will have to register themselves as an "investor" on the EBP Platform (as a one-time exercise) and also complete the mandatory "know your customer" verification process. The Eligible Investors should also refer to the operational guidelines of the relevant EBP in this respect. The disclosures required pursuant to the EBP Requirements are set out herein below:

Details of size of the Issue including green shoe option, if any	Total issue: Re-issue up to 75,000 (Seventy Five Thousand) senior, secured, listed, rated, taxable, transferable, redeemable, non-convertible debentures each having a face value of INR 10,000/- (Indian Rupees Ten Thousand Only), issued at issue price of INR 10,012.67/- (Indian Rupees Ten Thousand and Twelve Point Six Seven Only) (inclusive of accrued interest of INR 12.67/- (Indian Rupees Twelve Point Six Seven Only)) per debenture aggregating to INR 75,09,50,250/- (Indian Rupees Seventy Five Crore Nine Lakh Fifty Thousand Two Hundred and Fifty Only) (inclusive of accrued interest of INR 9,50,250/- (Indian Rupees Nine Lakh Fifty Thousand Two Hundred and Fifty Only)) ("NCDs" or "Debentures") under ISIN INE413U07442 Green Shoe Option: Nil
Anchor Portion Details	No
Interest rate parameter	Fixed Coupon
Bid opening and closing date	Bid opening date: January 28, 2026 Bid closing date: January 28, 2026
Minimum Bid lot	1000 (One Thousand) Debentures (aggregating to INR 1,00,00,000 (Indian Rupee One Crore), and 1 (one) Debenture thereafter

Manner of bidding in the Issue/ Bid Type	Closed
Manner of allotment in the Issue	Uniform Yield Allotment
Manner of settlement in the Issue	Pay-in of funds through NSCCL. The pay-in of the Application Money for the Debentures shall be made by way of transfer of funds from the bank account(s) of the Eligible Investors (whose bids have been accepted) as registered with the EBP into the account of the NSCCL, as specified in this regard below
Settlement cycle & Deemed Date of Allotment	T+1 (T being the day of bidding as per working day convention of recognized stock exchanges) Settlement of the Issue will be on January 29, 2026.

Process flow of settlement:

The Eligible Investors whose bids have been accepted by the Issuer and to whom a signed copy of this Key Information Document along with the PPOA have been issued by the Issuer and who have submitted/shall submit the Application Form ("**Successful Bidders**"), shall make the payments in respect of the Application Money in respect of the Debentures towards the allocation made to them, into the bank account of the NSCCL, the details of which are as set out below:

Name of Bank	As available in the NSE EBP Platform
IFSC Code	As available in the NSE EBP Platform
Account number	As available in the NSE EBP Platform
Name of beneficiary	As available in the NSE EBP Platform

The pay-in of the Application Money by the Successful Bidders will be made only from the bank account(s), which have been provided / updated by them in the EBP system. Any amount received from third party accounts or from accounts not specified in the EBP system will be refunded and no allotment will be made against such payments. Upon the transfer of funds into the aforesaid account of NSCCL and the Issuer confirming its decision to proceed with the allotment of the Debentures in favor of the Successful Bidders to the NSCCL, the R&T Agent and the EBP and initiating the requisite corporate action for allotment of Debentures and credit of the demat letter of allotment into the relevant demat account of the Successful Bidders through the R&T Agent, the R&T Agent shall provide corporate action file along with all requisite documents to the relevant Depositories by 12:00 hours and also intimate the EBP of the aforesaid actions. Upon the Depositories confirming the allotment of the Debentures and the credit of the Debentures into the demat account of the Successful Bidders to EBP, the subscription monies in respect of the Debentures from the aforesaid account of NSCCL shall be released into the Issuer's bank account, the details of which are as set out below:

Beneficiary Name:	IIFL SAMASTA FINANCE LIMITED
Bank Account No:	40803086705
IFSC CODE:	SBIN0014431
Bank Name:	STATE BANK OF INDIA
Branch Address:	SPECIALIZED AGRI COMMERCIAL BRANCH, BANGALORE

It must be noted that all funds pay-in obligations need to be fulfilled in totality. Partial fund receipt against any given obligation will be treated as a default and debarment penalties will be applicable as specified by the EBP Requirements and other Applicable Law.

Basis of Allocation or Allotment: Allocation shall be made as approved by the Company in accordance with applicable NCS Listing Regulations, Operations Guidelines, and applicable laws. Post completion of bidding process, the Company will upload the provisional allocation on the NSE EBP Platform. Post receipt of details of the successful Eligible Investors, the Company will upload the final allocation file on the NSE EBP Platform.

Payment Mechanism: Payment of subscription money for the Debentures should be made by the successful Eligible Investor as notified by the Company. Successful Eligible Investors should do the funds pay-in to the account

Successful Eligible Investors should ensure to make payment of the subscription amount for the Debentures from their same bank account which is updated by them in the NSE EBP Platform while placing the bids. In case of mismatch in the bank account details between NSE EBP Platform and the bank account from which payment is done by the successful bidder, the payment would be returned.

Note: In case of failure of any successful bidders to complete the subscription amount payments by the Pay-in Time or the funds are not received in the Designated Bank Account by the Pay-in Time for any reason whatsoever, the bid will liable to be rejected and the Company shall not be liable to issue the Debentures to such successful bidders.

Settlement Process: Upon final allocation by the Issuer, the Company or the Registrar and Transfer Agent on behalf of the Company shall instruct the Depositories on the Pay-in Date, and the Depositories shall accordingly credit the allocated Debentures to the demat account of the successful Eligible Investor. The Company shall give the instruction to the Registrar and Transfer Agent for crediting the Debentures by 12:00 noon on the Pay-In Date. The Registrar shall provide corporate action file along with all requisite documents to Depositories by 12:00 noon on the Pay-In Date. On the Pay-In Date, the Depositories shall confirm to effect the transfer of Debentures in the demat account(s) of the successful Eligible Investors post-allocation disclosures by the EBP. Upon final allocation by the Issuer, the Company shall disclose the Issue Size, coupon rate, ISIN, number of successful bidders, category of the successful bidder(s), etc., in accordance with the EBP Guidelines.

The EBP shall upload such data, as provided by the Issuer, on its website to make it available to the public. Deemed Date of Allotment Interest on Debentures shall accrue to the Debenture Holder(s) from and including the Deemed Date of Allotment. All benefits relating to the Debentures will be available to the investor(s) from the Deemed Date of Allotment. The actual allotment of Debentures may take place on a date other than the Deemed Date of Allotment. The Company reserves the right to modify allotment date or Deemed Date of Allotment at its sole and absolute discretion without any notice. In case if the issue closing date is changed, the Deemed Date of Allotment may also be changed by the Company at its sole and absolute discretion.

Withdrawal of Issue: The Company may, at its discretion, withdraw the issue process on the conditions set out under the EBP Guidelines. Provided that the Company shall accept or withdraw the issue on the NSE EBP Platform within 1 (one) hour of the closing of the bidding window, and not later than 6 pm on the Issue Closing Date. However, Eligible Investors should refer to the EBP Guidelines as prevailing on the date of the bid. If the Company has withdrawn the Issue, and the cutoff yield of the Issue is higher than the estimated cutoff yield disclosed to the NSE EBP Platform, the estimated cut off yield shall be mandatorily disclosed by the NSE EBP Platform to the Eligible Investors. The expression 'estimated cut off yield' means yield so estimated by the Company, prior to opening of issue on the NSE EBP Platform. The disclosure of estimated cut off yield by NSE EBP Platform to the Eligible Investors, pursuant to closure of the issue, shall be at the discretion of the Company.

Force Majeure: The Company reserves the right to withdraw the issue prior to the closing date in the event of any unforeseen development adversely affecting the economic and regulatory environment. The Company reserves the right to change the Issue Schedule.

Right to Accept or Reject Applications: The Company reserves its full, unqualified and absolute right to accept or reject the application, in part or in full, without assigning any reason thereof. The rejected applicant will be intimated along with the refund warrant, if applicable. No interest on application money will be paid on rejected applications. The

application form that is not complete in all respects is liable to be rejected and would not be paid any interest on the application money. Application would be liable to be rejected on one or more technical grounds, including but not restricted to:

- A. Number of Debentures applied for is less than the minimum application size;
- B. Application exceeding the issue size;
- C. Bank account details not given;
- D. Details for issue of Debentures in electronic or dematerialised form not given; PAN or GIR and IT Circle or Ward or District not given;
- E. In case of applications under Power of Attorney by limited companies, corporate bodies, trusts, etc. relevant documents not submitted;
- F. In the event, if any Debentures applied for is or are not allotted in full, the excess application monies of such Debentures will be refunded, as may be permitted.

Basis of Allotment:

Notwithstanding anything stated elsewhere, the Company reserves the right to accept or reject any application, in part or in full, without assigning any reason. Subject to the aforesaid, in case of over subscription, priority will be given to Investors on a first cum first serve basis. The Investors will be required to remit the funds as well as submit the duly completed Application Form along with other necessary documents to the Company by the Deemed date of allotment.

Deemed date of allotment for the issue is January 29, 2026, by which date Investors would be intimated of allotment.

III. Details of Issuances in the previous financial year:

Sr.No.	Issue Size (Inclusive of Green Shoe Option)	Base Issue + Green Shoe Option	Green Shoe Option actually exercised	Month of Issue
1	40,00,00,000	40,00,00,000	-	June 2024
2	66,60,00,000	66,60,00,000	-	August 2024
3	40,00,00,000	40,00,00,000	-	September 2024
4	75,00,00,000	75,00,00,000	-	December 2024
5	30,00,00,000	30,00,00,000	-	January 2025
6	75,00,00,000	75,00,00,000	-	February 2025
7	40,00,00,000	40,00,00,000	-	March 2025
8	120,00,00,000	120,00,00,000	-	April 2025
9	105,00,00,000	105,00,00,000	-	June 2025
10	525,00,00,000	525,00,00,000	250,00,00,000	July 2025
11	110,00,00,000	110,00,00,000	-	August 2025
12	200,00,00,000	200,00,00,000	-	September 2025
13	100,00,00,000	100,00,00,000	-	December 2025

IV. Documents to be provided by Investors / applicants

Investors need to submit the following documents, along with the Application Form, as applicable

- a. Memorandum and Articles of Association along with Certificate of Incorporation/Documents Governing Constitution
- b. Board Resolution / letter authorizing the investment and containing operating instructions
- c. Certified true copy of the Power of Attorney, if applicable
- d. PAN card
- e. Form 15AA for investors seeking exemption from Tax Deduction at Source (TDS) — both on Interest on Application Money as well as annual interest payments
- f. Specimen signature of the authorized signatories, duly certified by an appropriate authority
- g. SEBI Registration Certificate, as applicable
- h. Application form (including RTGS details)

V. Applications to be accompanied with bank account details

Every application shall be required to be accompanied by the bank account details of the applicant and the magnetic ink character reader code of the bank for the purpose of availing direct credit of interest and all other amounts payable to the Debenture Holder(s) through electronic transfer of funds or RTGS.

VI. Applications under Power of Attorney

In case of applications made under a Power of Attorney or by a Limited Company or a Body Corporate etc., the relevant Power of Attorney or the relevant resolution or authority to make the application, as the case may be, together with the certified true copy thereof along with the certified copy of the Memorandum and Articles of Association and/or Bye-Laws as the case may be must be attached to the Application Form or lodged for scrutiny separately with the photocopy of the Application Form, quoting the serial number of the Application Form at the Company's branch where the application has been submitted failing which the applications are liable to be rejected.

VII. Interest on Application Money

Interest on Application Money will be paid at the applicable coupon rate (subject to deduction of tax at source at the rates prevailing from time to time under the provisions of Income Tax Act, 1961 or any statutory modification or re-enactment thereof) and will be paid on the entire application money on all valid applications.

Such interest shall be paid for the period commencing from the date of credit by way of funds transfer / Real time gross settlement up to one day prior to the date of allotment.

No interest on application money would be payable in cases of invalid applications.

VIII. Letters of Allotment

The Debentures will be credited in dematerialised form within 2 (two) Business Days from the Deemed Date of Allotment

IX. Record Date

The record date for payment of Coupon or repayment of principal shall be 15 (Fifteen) days of redemption of such Debentures.

X. Refunds

For applicants whose applications have been rejected or allotted in part, refund orders will be dispatched within 7 (seven) days from the Deemed Date of Allotment of the Debentures.

In case the Issuer has received money from applicants for Debentures in excess of the aggregate of the application money relating to the Debentures in respect of which allotments have been made, the Registrar shall upon receiving instructions in relation to the same from the Issuer repay the moneys to the extent of such excess, if any.

XI. Payment on Redemption

Payment on redemption will be made by way of cheque(s)/ redemption warrant(s)/ demand draft(s)/ credit through RTGS system/ funds transfer in the name of the relevant Debenture Holder(s) whose names appear on the List of beneficial owners given by the Depository to the Company as on the Record Date. The Debentures shall be taken as discharged on payment of the redemption amount by the Company on relevant maturity date(s) to the respective registered Debenture Holder(s) whose name appears in the register of debenture holder(s) on the Record Date. Such payment will be a legal discharge of the liability of the Company towards the Debenture Holder(s) of such series. On such payment being made, the Company will inform NSDL/CDSL and accordingly the account of the Debenture Holder(s) with NSDL/CDSL will be adjusted. The Company's liability to the Debenture Holder(s) towards all their rights including for payment or otherwise shall cease and stand extinguished from the due dates of redemption in all events. Further the Company will not be liable to pay any interest or compensation from the dates of such redemption. On the Company dispatching the amount as specified above in respect of the Debentures, the liability of the Company shall stand extinguished.

XII. Mode of Payment

All payments must be made through cheque(s)/draft(s)/transfers/RTGS as set out in the application form.

XIII. Effect of Holidays

In the event that any date on which any Coupon payment is required to be made by the Issuer is not a Business Day, the immediately succeeding Business Day shall be considered as the effective date(s) for that payment. In the event that the Redemption Date(s) in respect of the Debentures is not a Business Day, the immediately preceding Business Day shall be considered as the effective date for redemption of Debentures.

XIV. Payment of Coupon

Coupon for each of the Coupon periods shall be computed on an actual/actual days a year basis on the principal outstanding on the Debentures at the Coupon Rate. If the Coupon period from start date to end date includes February 29, then interest shall be paid on the basis of (end date-start date)/366.

XV. Tax Deduction at Source

Income tax will be deducted as applicable as per the provisions of Income Tax Act, 1961. Where any deduction of Income Tax is made at source, the Company shall send to the Debenture holder a Certificate of Tax Deduction at Source.

XVI. PAN/GIR Number

Applicant should mention their Permanent Account Number or the GIR Number allotted under Income Tax Act, 1961 and the Income Tax Circle / Ward / District. In case where neither the PAN nor the GIR Number has been allotted, the fact of such a non-allotment should be mentioned in the Application Form in the space provided.

XVII. Signatures

Signatures should be made in English or in any of the Indian Languages. Thumb impressions must be attested by an authorized official of a Bank or by a Magistrate/Notary Public under his/her official seal.

XVIII. Basic terms of the present offer

Refer Section 8 (*Summary of Terms*) in the General Information Document/ Key Information Document for issue specific details.

XIX. Minimum Subscription

The minimum application size for the Issue shall be 1000 (One Thousand) Debentures and in multiples of 1 (One) Debenture thereafter.

XX. Deemed Date of Allotment

Deemed Date of Allotment All the benefits under the Debentures, including but not limited to the payment of Coupon, will accrue to the Investor from the deemed date of allotment. The deemed date of allotment for the Issue is as per respective Key Information Document.

All benefits related to the Debentures will be available to the Debenture Holders from the Deemed Date of Allotment. The actual allotment of the Debentures may take place on a date other than the Deemed Date of Allotment. The Company reserves the right to keep multiple allotment date(s)/Deemed date(s) of Allotment at its sole and absolute discretion without any notice to the Debenture holders. In case the Issue Closing Date is revised, the Deemed Date of Allotment may also be revised by the Company at its sole and absolute discretion.

XXI. Market Lot

Market lot will be one Debenture

XXII. Contributions being made by the promoters or directors either as part of the Issue or separately in furtherance of such objects

None

XXIII. Security

Refer to Section 8 (Summary of Terms) of the Key Information Document.

XXIV. Debentures in Dematerialized Form

The Company is issuing the Debentures only in dematerialized form and hence no Debentures are being issued in physical form in terms of the Key Information Document. The Company has entered in to Depository Arrangements with NSDL for dematerialization of the Securities.

Applicants have to mention their Depository Participant's name, DP-ID and Beneficiary Account Number/Client ID in the appropriate place in the Application Form. Debentures of successful Debenture Holders having Depository Account shall be credited to their Depository Account.

The Debentures shall be held in dematerialised form and no action is required on the part of the Debenture Holder(s) for redemption purposes and the redemption proceeds will be paid by way of cheque(s)/ redemption warrant(s)/ demand draft(s)/ credit through RTGS system/ funds transfer to those Debenture Holder(s) whose names appear on the list of Beneficiaries provided by the Depositories to the Issuer. The names would be as per the Depositories' records on the relevant record date fixed for the purpose of redemption. All such Debentures will be simultaneously redeemed through appropriate debit corporate action. The list of beneficiaries as of the relevant record date setting out the relevant beneficiaries' name and account number, address, bank details and DP's identification number will be given by the Depositories to the Issuer and the Registrar. Based on the information provided above, the Issuer/Registrar will dispatch the cheque for interest / Coupon payments to the beneficiaries. If permitted, the Issuer may transfer payments required to be made in relation to any by electronic transfer of funds/RTGS, to the bank account of the Debenture Holder for redemption and interest/ Coupon payments.

XXV. Joint-Holders

Where two or more persons are holders of any Debenture(s), they shall be deemed to hold the same as joint holders with benefits of survivorship in the same manner and to the same extent and be subject to the same restrictions and limitations as in the case of the existing equity shares of the Company, subject to other provisions contained in the Articles of Association of the Company.

XXVI. Mode of Transfer

The Debentures shall be transferable and transmittable in the same manner and to the same extent and be subject to the same restrictions and limitations as in the case of the existing equity shares of the Company. The provisions relating to transfer and transmission, nomination and other related matters in respect of equity shares of the Company, contained in the Articles of Association of the Company, shall apply mutatis mutandis to the transfer and transmission of the Debentures and nomination in this respect.

The Debentures held in dematerialised form shall be transferred subject to and in accordance with the rules/ procedures as prescribed by NSDL/CDSL and the relevant Depositories of the transferor or transferee and any other applicable laws and rules notified in respect thereof. The transferee(s) should ensure that the transfer formalities are completed prior to the Record Date. In the absence of the same, Coupon will be paid/ redemption will be made to the person, whose name appears in the register of debenture holders maintained by the Depositories under all circumstances. In cases where the transfer formalities have not been completed by the transferor, claims, if any, by the transferees would need to be settled with the transferor(s) and not with the Issuer. The normal procedure followed for transfer of securities held in dematerialized form shall be followed for transfer of these Debentures held in electronic form. The transferor should give delivery instructions containing details of the transferee's depository account to his Depository. Investors may note that subject to applicable law, the Debentures of the Issuer would be issued and traded in dematerialised form only.

XXVII. Succession

In the event of demise of the sole holder of the Debentures, the Company will recognize the executor or administrator of the deceased Debenture holder, or the holder of succession certificate or other legal representative as having title to the Debentures. The Company shall not be bound to recognize such executor, administrator or holder of the succession certificate, unless such executor or administrator obtains probate or letter of administration or such holder is the holder of succession certificate or other legal representation, as the case may be, from a court in India having jurisdiction over the matter. The Directors of the Company may, in their absolute discretion, where they think fit, dispense with production of probate or letter of administration or succession certificate or other legal representation,

in order to recognize such holder as being entitled to the Debentures standing in the name of the deceased Debenture holder on production of sufficient documentary proof and / or indemnity.

XXVIII. Governing law

The Debentures shall be construed to be governed in accordance with Indian Law.

The courts and tribunals at Bengaluru, as mutually agreed between the parties, shall have exclusive jurisdiction in connection with any dispute arising out of or in connection with this Debentures. The Debenture Holders and the Debenture Trustee shall not be prevented from taking proceedings relating to a dispute in any other courts and tribunals with jurisdiction. To the extent allowed by applicable law, the Debenture Holders and the Debenture Trustee may take concurrent proceedings in any number of jurisdictions. Over and above the aforesaid Terms and Conditions, the said Debentures shall be subject to the Terms and Conditions to be incorporated in the Debentures to be issued to the Debenture Holders and the Debenture Trust Deed.

SECTION 8 SUMMARY OF TERMS

The following term sheet summarizes the principal items with respect to the financing facility to be provided to IIFL Samasta Finance Limited (“**Borrower**” or “**Company**”) by the Investor for onward lending purpose to its borrowers/ end clients.

For the avoidance of the doubt, except as specifically stated, this term sheet does not attempt to describe all terms and conditions of the transaction contemplated herein. The term sheet is intended to outline certain basic terms around which transaction could be structured. All proposed terms and conditions are subject to execution of mutually satisfactory transaction documents, satisfactory legal, technical & financial diligences, meeting of stipulations as contained herein etc.

Particulars	Terms and Conditions
Security Name	9.25% IIFL Samasta Finance Limited 2028
Borrower/Issuer	IIFL Samasta Finance Limited
Type of Instrument	Listed, Rated, Senior, Secured, Transferable, Redeemable, Non-Convertible Debentures (“ NCDs ” or “ Debentures ”)
Nature of the Instrument (Secured or Unsecured)	Secured
Seniority (Senior or Subordinated)	Senior
Eligible Investors	<p>The following categories of investors, when specifically approached and have been identified upfront, are eligible to apply for this private placement of the Bonds subject to fulfilling their respective investment norms/rules and compliance with laws applicable to them by submitting all the relevant documents along with the Application Form (“Eligible Investors”):</p> <ol style="list-style-type: none"> a. Qualified Institutional Buyers (“QIBs”) means the following entities: b. A mutual fund, venture capital fund, Alternative Investment Fund and Foreign Venture Capital Investor registered with SEBI; c. Foreign portfolio investor other than individuals, corporate bodies and family offices; d. a Public Financial Institution; e. a Scheduled Commercial Bank; f. a multilateral and bi-lateral development financial institution; g. a State Industrial Development Corporation; h. An insurance company registered with Insurance Regulatory and Development Authority of India; i. A Provident Fund with minimum corpus of Rs.25 Crores j. A Pension Fund with minimum corpus of Rs.25 Crores k. National Investment Fund set up by resolution No: F.No.2/3/2005-DDII dated November 23, 2005 of the Government of India published in the Gazette of India;

	<p>I. An insurance fund set up and managed by Army, Navy / Air force of the Union of India;</p> <p>m. Insurance funds set up and managed by the Department of Posts, India; and</p> <p>n. Systemically important Non- Banking Financial Companies.</p> <p>Any non-QIB including inter-alia resident individual investors, Hindu Undivided Families (excluding minors and NRIs), Partnership Firms and Limited Liability partnership firms, Trusts (including public charitable trusts), association of persons, societies registered under the Applicable Laws in India, companies, bodies corporate etc., who/ which has been authorized by the Issuer, to participate in a particular issue on the EBP platform.</p> <p>The advisor(s)/ arranger(s)/ placement agent(s), broker(s) associated with the Issue and/or their affiliates/ subsidiaries/ associates/ group companies and/or their promoters/ directors/ key managerial personnel/ officers/ employees may subscribe to the Issue as the applicable laws including but not limited to (i) SEBI (Merchant Bankers) Regulations, 1992 and Code of Conduct specified therein; (ii) Securities and Exchange Board of India (Stock Brokers) Regulations, 1992 and Code of Conduct specified therein, as applicable, do not restrict them from subscribing to the Issue.</p> <p>Note: Participation by Eligible Investors in the issue may be subject to statutory and/or regulatory requirements applicable to them in connection with subscription to Indian securities by such categories of persons or entities. Applicants are advised to ensure that they comply with all regulatory requirements applicable to them, including exchange controls and other requirements. Applicants ought to seek independent legal and regulatory advice in relation to the laws applicable to them.</p>
Listing (including name of stock Exchange(s) where it will be listed and timeline for listing)	<p>The Debentures are to be listed on the WDM of the NSE within (T+3) working days, wherein "T" shall be referred to the Issue Closing Date ("Listing Period").</p> <p>In case of delay in listing of securities issued on privately placement basis beyond the timelines specified above, the issuer shall pay penal interest of 1% p.a. over the coupon/ dividend rate for the period of delay to the investor (i.e. from the date of allotment to the date of listing).</p>
Rating of Instrument	CRISIL AA- / Stable
Issue Size	Re-issue of up to 75,000 (Seventy Five Thousand) senior, secured, listed, rated, taxable, transferable, redeemable, non-convertible debentures each having a face value of INR 10,000/- (Indian Rupees Ten Thousand Only), issued at issue price of INR 10,012.67/- (Indian Rupees Ten Thousand and Twelve Point Six Seven Only) (inclusive of accrued interest of INR 12.67/- (Indian Rupees Twelve Point Six Seven Only)) per debenture aggregating to INR 75,09,50,250/- (Indian Rupees Seventy Five Crore Nine Lakh Fifty Thousand Two Hundred and Fifty Only) (inclusive of accrued interest of INR 9,50,250/- (Indian Rupees Nine Lakh Fifty Thousand Two Hundred and Fifty Only)) (" NCDs " or " Debentures ") under ISIN INE413U07442
Minimum Subscription	INR 1,00,00,000/- (Indian Rupees One Crore only)
Option to retain oversubscription (Amount)	Not Applicable
Objects of the Issue/ Purpose for which there is requirement of funds	The Issue proceeds will be utilized for onward lending purpose to its borrowers/ end clients.

<p>In case the issuer is an 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:</p>	<p>Not Applicable</p>	
<p>Details of the utilization of the Proceeds</p>	<p>The funds raised by the Issue shall be utilized by the Company solely towards the Purpose. The Company shall not use the proceeds of the Issue towards:</p> <ol style="list-style-type: none"> i. any capital market instrument such as equity and equity linked instruments or any other capital market related activities ii. any real estate activity; iii. any speculative purposes; iv. any purpose, that is not eligible for the providing of financing by banks to non-banking financial companies for bank finance to non-banking financial companies, or, which results in a breach of the RBI's master circular no. RBI/DOR/2025-26/154 DOR.CRE.REC.73/07-01-001/2025-26 dated November 28, 2025 on "Reserve Bank of India (Commercial Banks – Credit Facilities) Directions, 2025"; in contravention of any guidelines, rules or regulations of the RBI applicable to non-banking financial companies. 	
<p>Coupon Rate</p>	<p>9.25% (Nine Decimal Two Five per cent) per annum</p>	
<p>Step Up / Step Down Coupon Rate</p>	<p>In the event the rating of the Issuer/ Debenture is downgraded from the current Rating, there shall be a step up of 35 bps in Coupon Rate applicable for every notch of rating downgrade (the "Step Up Coupon") from date of downgrade till the rating is restored; In the event the credit rating of the Issuer is downgraded to A or below, the Debenture Trustee will refer to Specified Redemption Event.</p> <p>It is hereby clarified that outlook change shall not be deemed as rating downgrade.</p>	
<p>Coupon / Dividend Payment Frequency</p>	<p>Monthly</p>	
<p>Coupon / Dividend Payment Dates</p>	<p>24-Jan-26</p> <p>24-Feb-26</p> <p>24-Mar-26</p> <p>24-Apr-26</p> <p>24-May-26</p> <p>24-Jun-26</p> <p>24-Jul-26</p> <p>24-Aug-26</p> <p>24-Sep-26</p> <p>24-Oct-26</p> <p>24-Nov-26</p> <p>24-Dec-26</p>	

	24-Jan-27	
	24-Feb-27	
	24-Mar-27	
	24-Apr-27	
	24-May-27	
	24-Jun-27	
	24-Jul-27	
	24-Aug-27	
	24-Sep-27	
	24-Oct-27	
	24-Nov-27	
	24-Dec-27	
	24-Jan-28	
	24-Feb-28	
	24-Mar-28	
	24-Apr-28	
	24-May-28	
	24-Jun-28	
	24-Jul-28	
	24-Aug-28	
	24-Sep-28	
	24-Oct-28	
	24-Nov-28	
	24-Dec-28	
Cumulative / non-cumulative, in case of dividend	Not Applicable	
Coupon Type	Fixed	
Coupon Reset Process (including rates, spread, effective date, interest rate cap and floor etc.).	Not Applicable	
Day Count Basis (Actual/Actual)	Actual/Actual	
Interest on Application Money	This Issue does not contemplate any interest on Application Money till allotment of the Debentures.	
Default Interest Rate	2.00% (Two point Zero Zero percent) per annum	

Default Interest	<p>a) Payment default: If, at any time, there shall be a payment default, the Company agrees to pay an additional interest at the Default Interest Rate above the applicable Interest Rate on the Outstanding Amounts on and from the date of the occurrence of the payment default until such payment default is cured to the satisfaction of the Debenture Trustee and the Debenture Holders. The Default Interest Rate calculated in terms of this clause shall be paid at the time of redemption of the Debentures.</p> <p>b) Delay in execution of Debenture Trust Deed: the Company shall execute the Debenture Trust Deed within the timelines prescribed by SEBI. In case of a delay in execution of Debenture Trust Deed within the period specified by SEBI, the Company will also pay penal interest of at least 2% p.a. (two percent per annum) or such other rate, as specified by the Board to the holder of debt securities over the above the agreed Interest Rate till the execution of Debenture Trust Deed.</p> <p>c) Delay in Listing: In accordance with the NCS Listing Regulations read together with the Listed NCDs Master Circular, the Company confirms that in the event there is any delay in listing of the Debentures beyond 3 (Three) trading days from the date of closure of the issue for the Debentures, the Company (i) will pay to the Debenture Holders, penal interest of 1% (one percent) per annum over the Interest Rate for the period of delay from the Deemed Date of Allotment until the listing of the Debentures is completed.</p>
Tenor	34 (Thirty Four) months and 26 (twenty Six) days from the Deemed Date of Allotment
Redemption Date	December 24, 2028
Redemption Amount	Each Debenture shall be redeemed at par.
Redemption Premium / Discount	Not Applicable
Issue Price	INR 10,012.67/- (Indian Rupees Ten Thousand and Twelve Point Six Seven Only) (inclusive of accrued interest of INR 12.67/- (Indian Rupees Twelve Point Six Seven Only)) per Debenture
Discount at which security is issued and the effective yield as a result of such discount.	Not Applicable
Premium/Discount at which security is redeemed and the effective yield as a result of such premium/discount.	Not Applicable
Put Date	Not Applicable
Put Price	Not Applicable
Call Date	Not Applicable
Call Price	Not Applicable
Put Notification Time (Timelines by which the investor need to intimate Issuer before exercising the put)	Not Applicable
Call Notification Time (Timelines by which the investor need to intimate Issuer before exercising the put)	Not Applicable

Face Value	INR 10,000/- (Indian Rupees Ten Thousand Only) per Debenture	
Minimum Application and in multiples of Debt securities thereafter	1000 (One Thousand) Debentures (aggregating to INR 1,00,00,000 (Indian Rupees One Crore), and 1 (one) Debenture thereafter	
Issue Timing		
1. Issue Opening Date	1. January 28, 2026	
2. Issue Closing Date	2. January 28, 2026	
3. Date of earliest closing of the issue, if any	3. NA	
4. Pay-in Date	4. January 29, 2026	
5. Deemed Date of Allotment	5. January 29, 2026	
Settlement mode of the Instrument	Dematerialised form	
Depository/ Depositories	National Securities Depository Limited and Central Depository Services (India) Limited	
Disclosure of Interest/ Dividend / redemption dates	24-Jan-26	
	24-Feb-26	
	24-Mar-26	
	24-Apr-26	
	24-May-26	
	24-Jun-26	
	24-Jul-26	
	24-Aug-26	
	24-Sep-26	
	24-Oct-26	
	24-Nov-26	
	24-Dec-26	
	24-Jan-27	
	24-Feb-27	
	24-Mar-27	
	24-Apr-27	
	24-May-27	
	24-Jun-27	
	24-Jul-27	
	24-Aug-27	
	24-Sep-27	

	24-Oct-27 24-Nov-27 24-Dec-27 24-Jan-28 24-Feb-28 24-Mar-28 24-Apr-28 24-May-28 24-Jun-28 24-Jul-28 24-Aug-28 24-Sep-28 24-Oct-28 24-Nov-28 24-Dec-28	
Record Date	means, date occurring 15 (fifteen) calendar days prior to any Due Date.	
All covenants of the issue (including side letters, accelerated payment clause, etc.)]	Side Letter: NIL Accelerated payment: Please refer to 'Early Redemption/ Redemption' as set out in this Section below. Covenants of the Issue: Affirmative Covenants: Please refer to Section 10 (A) (<i>Key Terms of the Issue-Affirmative Covenants</i>) of this Key Information Document; Negative Covenants: Please refer to Section 10 (B) (<i>Key Terms of the Issue-Negative Covenants</i>) of this Key Information Document; Financial Covenants: Please refer to Section 10 (C) (<i>Key Terms of the Issue- Financial Covenants</i>) of this Key Information Document; Reporting Covenants: Please refer to Section 10 (D) (<i>Key Terms of the Issue-Reporting Covenants</i>) of this Key Information Document;	
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	The Debentures shall be secured by way of a first ranking, exclusive and continuing charge on identified receivables, present and future, of the Issuer (" Hypothecated Assets ") created pursuant to the deed of hypothecation to be executed between the Company and the Debenture Trustee as described herein. The Hypothecated Securities shall at all times be equal to 1.05 times of the Outstanding Principal Amount plus accrued interest of the Debentures. The issuer undertakes: <ul style="list-style-type: none"> to maintain the value of security at all times equal to 1.05 (One Decimal Point Zero Five) times or 105% (One Hundred and Five Percent) the Outstanding Principal Amounts plus accrued interest of the Debentures where at least 1.05 (One Decimal Point Zero Five) time or 105% (One Hundred and Five Percent) of the security cover is from principal receivables ("Security Cover"); 	

<p>as specified in the Debenture Trust Deed and disclosed in the Offer Document/ Key Information Document</p>	<ul style="list-style-type: none"> • To create and register the security over the Hypothecated Assets as contemplated above no later than the Deemed Date of Allotment by executing a duly stamped deed of hypothecation (“Hypothecation Agreement”) and perfect the security over the Hypothecated Assets no later than 30 (Thirty) calendar days after the Deemed Date of Allotment by filing CHG-9 within the time period applicable; The Company shall also provide such information sought by the Debenture Trustee for the purpose of filing the prescribed forms and particulars with the Central Registry and Information Utility in connection with the Debentures and the Security Interest over the Hypothecated Assets. • The Security Cover shall be confirmed by the Issuer in accordance with the Debenture Trust Deed, by way of a portfolio report, which will be submitted by the Issuer to the Debenture Trustee, in the form and manner set out in the Debenture Trust Deed; • In the event of any fall in the security cover below the Minimum Security Cover, the Issuer shall be obliged to reinstate the security cover to at least the Minimum Security Cover, and shall execute such deeds, documents and writings and do such acts and things in this regard as may be required by the Debenture Trustee in accordance with the timelines set out under the Transaction Documents. • to provide a list on a quarterly basis, of specific loan receivables/identified book debts to the Debenture Trustee over which the charge is created and subsisting by way of hypothecation in favor of the Debenture Trustee (for the benefit of the Debenture Holders) (“Quarterly Hypothecated Asset Report”).
<p>Transaction Documents</p>	<p>Including but not limited to the following documents:</p> <ul style="list-style-type: none"> (i) Debenture Trust Deed, (ii) Debenture Trustee Appointment Agreement (iii) General Information Document/Key Information Document, (iv) Hypothecation Agreement, (v) Hypothecation Confirmation Letter, (vi) Special Power of Attorney; and (vii) All other documents in relation to the issuance of the Debentures
<p>Conditions Precedent to Disbursement</p>	<p>The Company shall, on or prior to the Deemed Date of Allotment, fulfil the following conditions precedent, each in a form and manner satisfactory and acceptable to the Debenture Trustee/the Applicants:</p> <ul style="list-style-type: none"> (i) A certified true copy of the constitutional documents of the Company (being its Memorandum and Articles of Association and Certificate of Incorporation) shall have been submitted to the Debenture Trustee. (ii) All corporate approvals from the Board of Directors and shareholders of the Company, if applicable, shall have been received for the issuance of the Debentures and the execution, delivery and performance by the Company of the Transaction Documents in accordance with the Companies Act, 2013, the Companies (Prospectus and Allotment of Securities) Rules, 2014, the Companies (Share Capital and Debentures) Rules, 2014 and other rules prescribed. (iii) Execution of Transaction Documents shall have taken place; (iv) Rating of the Debentures being completed and the rating agency having provided a rating of ‘AA-’ for the Debentures and the rating letter issued by the Rating Agency being in a form and manner satisfactory to the Debenture Trustee;

	<ul style="list-style-type: none"> (v) Due execution of the Depository Agreements by, inter-alia, the Depository and the Company; (vi) Due execution of the Tripartite Agreement by, inter-alia, the Registrar and Transfer Agent, Depository and the Company; (vii) The Company shall have received consent from the Debenture Trustee to act as the debenture trustee for the issue of Debentures; (viii) The Company shall have submitted to the Debenture Trustee, all required documents for the purpose of satisfying its respective KYC requirements; (ix) Submit to the Debenture Trustee, the audited financial statements along with independent auditor's report of the Company for the Financial Year end; (x) such other information, documents, certificates, opinions and instruments as the Debenture Holders may reasonably request; (xi) Issuer shall have obtained due-diligence certificate from the Debenture Trustee; (xii) Issuer shall have obtained due-diligence certificate from the Merchant Banker; (xiii) Issuer shall have an enabling clause in the articles of association of the Issuer to allow appointment of a Nominee Director by the Debenture Trustee upon occurrence of an Event of Default; (xiv) The Company shall ensure receipt of ISIN from the Depository in respect of the Debentures prior to the Deemed Date of Allotment.
<p>Conditions Subsequent to Disbursement</p>	<p>Company shall fulfil each of the following conditions within the stipulated timelines:</p> <ul style="list-style-type: none"> i. the Company shall ensure that the Debentures are allotted to the respective Debenture Holders and are credited into the demat accounts of the relevant Debenture Holders within the timelines prescribed under the SEBI Listing Timelines Requirements; ii. the Company shall make the application for listing of the Debentures and obtain listing of the Debentures within the time period prescribed under the SEBI Listing Timelines Requirements; iii. the Company shall file a return of allotment of securities under Form PAS-3 of the Companies (Prospectus and Allotment of Securities) Rules, 2014 with the ROC within 15 (fifteen) calendar days of the allotment of the Debentures along with a list of the Debenture Holders and with the prescribed fee; iv. if so required, the Company shall maintain and file a copy of Form PAS-5 in accordance with the Companies (Prospectus and Allotment of Securities) Rules, 2014 in respect of the issue of the Debentures; v. evidence that the Security shall have been perfected in a form and manner acceptable to the Debenture Trustee by filling Form CHG-9 in respect of creation of hypothecation over the Hypothecated Assets has been filed with the relevant Registrar of Companies within 30 (thirty) days

	<p>of execution of Hypothecation Agreement;</p> <p>vi. a certificate issued by a chartered accountant auditor certifying the end use of the proceeds of the Facility within such timeline as provided under the applicable Law;</p> <p>vii. Ensure that Debenture Trustee files Form I with CERSAI in respect thereof within 30 (thirty) calendar days from date of execution of the Hypothecation Agreement or within such other extended time as permissible under the applicable Law.</p>
Events of Default (including manner of voting /conditions of joining Inter Creditor Agreement)	Please refer to Section 10 (F) (<i>Key Terms of the Issue- Events of Default</i>) of this Key Information Document.
Creation of recovery expense fund	<p>Details and purpose of the recovery expense fund</p> <p>The Issuer shall create and maintain the Recovery Expense Fund up to the amounts prescribed under the Master Circular for Debenture Trustees, in accordance with and within the timelines prescribed in the Master Circular for Debenture Trustees.</p> <p>The Company shall create a Recovery Expense Fund which shall be equal to 0.01% (Zero decimal point Zero One percent) of the Issue Size subject to maximum of Rs. 25 lakhs (Indian Rupees Twenty-Five lakhs) per issuer in the form of cash or cash equivalent(s) (including bank guarantees) maintained with the designated stock exchange.</p> <p>The Recovery Expense Fund shall be created to enable the Debenture Trustee to take prompt action in relation to the enforcement of the security in accordance with the Transaction Documents.</p> <p>The amounts in the Recovery Expense Fund shall be utilised in the manner as may be prescribed by the Debenture Holders by a Special Resolution duly passed at the meeting of the Debenture Holders held in accordance with the provisions set out in the Transaction Documents.</p> <p>On the occurrence of an Event of Default, if the security is proposed to be enforced, the Debenture Trustee shall follow the procedure set out in the Master Circular for Debenture Trustees and the SEBI circular '<i>Modifications to Chapter IV of the Master Circular for Debenture Trustees dated August 13, 2025</i>' for utilisation of the Recovery Expense Fund.</p>
Conditions for breach of covenants (as specified in Debenture Trust Deed)	Please refer to Section 10 (<i>Key Terms of the Issue</i>) of this Key Information Document
Provisions related to Cross Default Clause	Please refer to Section 10 (F) (<i>Key Terms of the Issue- Events of Default</i>) of this Key Information Document.
Role and Responsibilities of Debenture Trustee	Please refer to Section 10 (E) (<i>Key Terms of the Issue- Role and Responsibilities of Debenture Trustee</i>) of this Key Information Document.
Risk factors pertaining to the issue	Refer to Section 4 (<i>Risk Factors</i>) of the Key Information Document
Governing Law and Jurisdiction	Indian Law with jurisdiction of the courts and tribunals of Bengaluru, Karnataka.

Delay in Listing	In case of delay in listing of securities issued on privately placement basis beyond the timelines specified above, the issuer shall pay penal interest of 1% p.a. over the coupon/ dividend rate for the period of delay to the investor (i.e. from the date of allotment to the date of listing).
Mandatory Redemption Event - Illegality	means a circumstance or event with respect to a Debenture Holder, due to which funding or maintaining its investment in the Debentures by such Debenture Holder becomes or will become unlawful or contrary to any Applicable Law or regulation in any applicable jurisdiction.
Specified Mandatory Redemption Event	means the occurrence of any of the following events in the determination of the Debenture Trustee (acting in accordance with the instructions of the any Debenture Holders): a. the Company fails to comply with or breaches any financial covenant as set out in Section 10 (C) (<i>Key Terms of the Issue- Financial Covenants</i>); b. the Company fails to comply with or breaches any rating covenant as set out in Clause (y) (<i>Rating Covenants</i>) of Section 10 (A) (<i>Key Terms of the Issue- Affirmative Covenants</i>); c. the Company fails to comply with or breaches any negative covenant as set out in Section 10 (B) (<i>Negative Covenants</i>).
Mandatory Redemption Event	means: (a) Mandatory Redemption Event – Illegality, or (b) any Specified Mandatory Redemption Event;
Cure Period for Specified Mandatory Redemption Event	15 (fifteen) calendar days from the date of commencement of breach.
Specified Mandatory Redemption Event	Upon the occurrence of any Specified Mandatory Redemption Event the Company shall: (1) promptly notify the Debenture Trustee and the Debenture Holders of such occurrence immediately and in any event within 1 (one) day from the date of occurrence of such Specified Mandatory Redemption Event, provided that the failure of the Company to notify the Debenture Trustee and the Debenture Holders shall not affect the obligations of the Company, to redeem the Debentures in accordance with this paragraph; and (2) There will be a cure period of 15 (fifteen) working days from the said breach. In case the breach remains, The Debenture Trustee is required to notify the Debenture Holders post the cure period of 15 working (fifteen) days to the existing Debenture Holders and get the consent on either waive off or alternation in the subject covenants or Mandatory Redemption within 30 (thirty) working days from the breach. (3) The Debenture Trustee according to recorded consents, will sent the notification to Issuer according to point (4); (4) in case of Majority Debenture Holders opting for Mandatory Redemption, the Debentures will be redeemed at par the Debentures (in full) within 15 (fifteen) working days from the date from Debentures Trustee’s notification in point (3) and the Issuer unconditionally pay to, or to the order of, the Debenture Holders in INR, an amount that is equal to the Outstanding Principal Amount plus accrued interest plus penal interest, if any, and all other amounts due in respect of the Debentures, in accordance with this Key Information Document and the other Transaction Documents. If the Company fails to redeem the Debentures and pay the Outstanding Principal Amount plus accrued interest plus penal interest, if any, to the Debenture Holder within the timelines set out in this Clause, the Company shall pay interest at the Default Interest Rate for the period of delay in paying the Outstanding Principal Amount plus accrued interest plus penal interest, if any.
Mandatory Redemption Event – Illegality	Upon the occurrence of a Mandatory Redemption Event – Illegality with respect to any Debenture Holder, (1) the Debenture Holder shall notify the Debenture

	Trustee and the Company of such occurrence, provided that the failure of the Debenture Holder to notify the Debenture Trustee and the Company shall not affect the obligations of the Company to redeem the Debentures, in accordance with this paragraph (i); and (2) the Company shall immediately and in any event within 3 (three) days from the date of the notice delivered in accordance with subparagraph (1), redeem at par the Debentures held by such Debenture Holder in full and unconditionally pay to, or to the order of, the relevant Debenture Holder in INR, an amount that is equal to the Outstanding Principal Amounts plus accrued interest plus penal interest, if any, and all other amounts due in respect of the Debentures required to be mandatorily redeemed pursuant to this paragraph, in accordance with this Key Information Document and the other Transaction Documents.
Eligibility Criteria	<p>i. The hypothecated Loans must have been originated while complying with all the extant 'know your customer' norms specified by the RBI;</p> <p>ii. The hypothecated Loans must be current/existing and not overdue at the time of selection in the Hypothecated Assets and should not have been terminated or prepaid;</p> <p>iii. The Loans constituting the Hypothecated Assets shall be unencumbered and no security interest of any kind shall exist over them except in accordance with the Transaction Documents not sold or assigned by the Issuer;</p> <p>iv. The Loans constituting the Hypothecated Assets must be originated by the Company and must be existing during the Tenor of the Debentures;</p> <p>v. The Loans constituting the Hypothecated Assets are less than 90 dpd at the time of hypothecation and during the Tenor of the Debentures;</p> <p>vi. The Loans constituting the Hypothecated Assets have not been terminated or prepaid at the time of hypothecation</p> <p>vii. No Loans constituting the Hypothecated Assets should be restructured or rescheduled in accordance with the relevant RBI prudential norms on restructuring of advances by non-banking financial companies.</p> <p>BUT EXCLUDING: Any Loan comprising Portfolio At Risk of the Company.</p>
Buyback	Issuer can buy back Debentures with consent of Majority Debenture Holders subject to applicable Law.
Re-issuance of Debentures	<p>The Company proposes to re-issue up to 75,000 (Seventy Five Thousand) senior, secured, listed, rated, taxable, transferable, redeemable, non-convertible debentures each having a face value of INR 10,000/- (Indian Rupees Ten Thousand Only), issued at issue price of INR 10,012.67/- (Indian Rupees Ten Thousand and Twelve Point Six Seven Only) (inclusive of accrued interest of INR 12.67/- (Indian Rupees Twelve Point Six Seven Only)) per debenture aggregating to INR 75,09,50,250/- (Indian Rupees Seventy Five Crore Nine Lakh Fifty Thousand Two Hundred and Fifty Only) (inclusive of accrued interest of INR 9,50,250/- (Indian Rupees Nine Lakh Fifty Thousand Two Hundred and Fifty Only)) ("NCDs" or "Debentures") under ISIN INE413U07442.</p> <p>Terms of Debentures under ISIN – INE413U07442: Maturity Date/Final Redemption Date: December 24, 2028 Coupon Rate: 9.25% (Nine decimal two five percent) payable monthly per annum. The Company has already completed the issuance of INR 100,00,00,000/- (Indian Rupees Hundred Crores Only) Allotted on 24th December, 2025 on under ISIN – INE413U07442.</p>

Note:

- 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 the events which lead to such change should be disclosed.
- b) The list of documents which have been executed in connection with the issue and subscription of debt securities shall be annexed.
- c) The issuer shall provide granular disclosures in their issue document, with regards to the "Object of the Issue" including the percentage of the issue proceeds earmarked for each of the "object of the issue"

The Issue proceeds will be utilized for onward lending purpose to its borrowers/ end clients.

- d) While the debt securities are secured to the tune of 105% of the principal and interest amount or as per the terms of offer document/ General Information Document/ key Information Document, in favour of Debenture Trustee, it is the duty of the Debenture Trustee to monitor that the security is maintained, however, the recovery of 105% of the amount shall depend on the market scenario prevalent at the time of enforcement of the security.
- e) Debt securities shall be considered as secured only if the charged asset is registered with Sub-registrar and Registrar of Companies or CERSAI or Depository etc., as applicable, or is independently verifiable by the debenture trustee.
- f) Before making the application for listing of debt securities, the Issuer shall create charge as specified in the Debenture Trust Deed/ General Information Document/ Key Information Document, in favor of the debenture trustee and also execute debenture trust deed (DTD) with the Debenture trustee. The Stock Exchange(s) shall list the debt securities only upon receipt of a due diligence certificate as per format specified in NCS Listing Regulations from debenture trustee confirming creation of charge and execution of the Debenture Trust Deed. The charge created by Issuer shall be registered with Sub-registrar, Registrar of Companies, CERSAI, Depository etc., as applicable, within 30 days of creation of such charge. In case the charge is not registered anywhere or is not independently verifiable, then the same shall be considered a breach of covenants/ terms of the issue by the Issuer.
- g) The Issuer reserves the right to make multiple issuances under the same ISIN. Any such issue can be made either by way of creation of a fresh ISIN or by way of issuance under an existing ISIN at premium/par/discount as the case may be – Not Applicable

SECTION 9 DISCLOSURE PERTAINING TO WILFUL DEFAULT

The following disclosures shall be made if the issuer or its promoter or director is declared wilful defaulter:

- a) Name of the bank declaring the entity as a willful defaulter:
NA
- b) The year in which the entity is declared as a willful defaulter:
NA
- c) Outstanding amount when the entity is declared as a willful defaulter:
NA
- d) Name of the entity declared as a willful defaulter:
NA
- e) Steps taken, if any, for the removal from the list of willful defaulters:
NA
- f) Other disclosures, as deemed fit by the issuer to enable Investors to take informed decisions:
NA
- g) Any other disclosure as specified by the Board:
NA

SECTION 10 KEY TERMS OF THE ISSUE

A. Affirmative Covenants:

The Company shall comply with the following covenants until the Final Redemption Date.

(a) **Utilization of the issue proceeds**

The Issuer shall utilize the proceeds of this issue in accordance with applicable Laws and regulations and as provided in this Key Information Document/ the Debenture Trust Deed.

(b) **Amendment of Articles of Association**

Issuer has incorporated provisions in their Articles of Association, authorizing the Debenture Holders and the Debenture Trustee to appoint a nominee director on the board of directors of the Company as per Regulation 15 (1)(e) of the Debenture Trustees Regulations and Rule 18(3) (e) of Companies (Share Capital and Debentures) Rules, 2014 as specified SEBI Listed Debentures Circulars and Regulations.

(c) **Notice of winding up or other legal process**

Company shall promptly inform the Debenture Trustee if it has notice of any application for winding up having been made or any statutory notice of winding up under the provisions of the Act or any other notice under any other statute relating to winding up or otherwise of any suit or other legal process intended to be filed or initiated against the Company;

(d) **Costs and expenses**

Company shall pay all costs, charges and expenses in any way incurred by the Debenture Trustee towards protection of Debenture Holders' interests, including traveling and other allowances and such taxes, duties, costs, charges and expenses in connection with or relating to the Debentures subject to such expenses, costs or charges being approved in writing by the Company before they are incurred and shall not include any foreign travel costs;

(e) **Preserve corporate status; authorizations**

Company shall

- (i) diligently preserve and maintain its corporate existence and status and all rights, contracts privileges, franchises and concessions now held or hereafter acquired by it in the conduct of its business and comply with each and every term of the said franchises and concessions and all acts, authorizations, consents, permissions, rules, regulations, orders and directions of any legislative, executive, administrative or judicial body applicable to its Assets or any part thereof PROVIDED THAT the Company may contest in good faith the validity of any such acts, rules, regulations, orders and directions and pending the determination of such contest may postpone compliance therewith if the rights enforceable under the Debentures are not thereby materially endangered or impaired. The Company will not do or voluntarily suffer or permit to be done any act or thing whereby its right to transact its business might or could be terminated or whereby payment of the principal of or interest on the Debentures might or would be hindered or delayed; and

- (ii) conduct its business with due diligence and efficiency and in accordance with sound technical, managerial and financial standards and business practices with qualified and experienced management and personnel;
- (iii) promptly obtain all consents and authorizations as maybe necessary for performing its obligations in relation to the issue of the Debentures;

(f) **Pay stamp duty**

Company shall pay all such stamp duty (including any additional stamp duty), other duties, taxes, charges and penalties, if and when the Company may be required to pay according to the applicable state laws and in the event of the Company failing to pay such stamp duty, other duties, taxes and penalties as aforesaid, the Debenture Trustee will be at liberty (but shall not be bound) to pay the same and the Company shall reimburse the same to the Debenture Trustee on demand;

(g) **Furnish information to Debenture Trustee**

Company shall give to the Debenture Trustee or its nominee(s)/ agent(s) such information/copies of relevant extracts as they shall require as to all matters relating to the business of the Company or any part thereof and to investigate the affairs thereof and the Company shall allow the Debenture Trustee to make such examination and investigation as and when felt necessary and shall furnish him with all such information as they may require and shall pay all reasonable costs, charges and expenses incidental to such examination and investigation;

(h) **Grievance**

Promptly and expeditiously attend to and redress the grievances, if any, of the Debenture Holders. The Company further undertakes that it shall promptly comply with the suggestions and directions that may be given in this regard, from time to time, by the Debenture Trustee and shall advise the Debenture Trustee periodically of the compliance;

(i) **Specific Information to be provided to the Debenture Trustee**

Company shall inform and provide the Debenture Trustee with applicable documents in respect of the following:

- (i) notice of any Event of Default or potential Event of Default, each as listed in **Section 10 (F) (Events of Default)** of this Key Information Document;
- (ii) periodic review of the ratings obtained by the Company by the credit rating agencies and any revision in the rating as per the listing agreement entered into with the stock exchange;
- (iii) details of any material litigation, arbitration or administrative proceedings, etc. including those that are required to be disclosed to the stock exchange under the listing agreement entered into with the stock;
- (iv) any and all information required to be provided to the Debenture Holders under the listing agreement that may be entered into between the Company and the NSE; and
- (v) the declaration or distribution of dividend in case there is any default in payment of interest and/or principal on these NCDs.

(j) **Comply with Investor Education and Protection Fund requirements**

Company shall comply with the provisions of the Act relating to transfer of unclaimed/ unpaid amounts of interest on Debentures and redemption of Debentures to Investor Education and Protection Fund (IEPF), if applicable to it;

(k) **Further assurances**

Company shall

- (i) execute and/or do, at their own expense, all such deeds, assurances, documents, instruments, acts, matters and things, in such form and otherwise as the Debenture Trustee may reasonably or by Law require or consider necessary in relation to enforcing or exercising any of the rights and authorities of the Debenture Trustee;
- (ii) furnish to the Debenture Trustee details of all grievances received from the Debenture Holders and the steps taken by the Company to redress the same. At the request of any Debenture Holder, the Debenture Trustee shall, by notice to the Company call upon the Company to take appropriate steps to redress such grievance and the Company shall comply with the instructions of the Debenture Trustee issued in this regard;
- (iii) obtain, comply with the terms of and do all that is necessary to maintain in full force and effect all authorizations necessary to enable it to lawfully enter into and perform its obligations under this Key Information Document/ the Debenture Trust Deed or to ensure the legality, validity, enforceability or admissibility in evidence in India of this Key Information Document/ the Debenture Trust Deed;
- (iv) comply with:
 - (A) all Laws, rules, regulations and guidelines (including but not limited to environmental, social and taxation related Laws), as applicable in respect of the Debentures and obtain such regulatory approvals as may be required from time to time, including but not limited, in relation to the following the provisions, the LODR Regulations, 2015, NCS Listing Regulations and the provisions of the listing agreement to be entered into by the Company with the NSE in relation to the Debentures;
 - (B) the Debenture Trustees Regulations as in force from time to time, in so far as they are applicable to the Debentures and furnish to the Debenture Trustee such data, information, statements and reports as may be deemed necessary by the Debenture Trustee in order to enable them to comply with the provisions of Regulation 15 thereof in performance of their duties in accordance therewith to the extent applicable to the Debentures;
 - (C) the provisions of the Act in relation to the issue of the Debentures;
 - (D) procure that the Debentures are rated and continued to be rated until the redemption of the Debentures; and
 - (E) The Company shall ensure that, at time of making any payment of interest or repayment of the principal amount of the Debentures in full or in part, the Company shall do so in the manner that is most tax efficient for the Debenture Holders (including withholding tax benefit) but without, in any way, requiring the Company to incur any additional costs, expenses or taxes and the Company shall avail of all the benefits available under any treaty applicable to the Company and/or the Debenture Holders.

- (F) The Issuer hereby undertakes that the Hypothecated Assets are free from all encumbrances and are not subject to any lien or charge.
- (G) Permit visits and inspection of books of records, documents and accounts to Debenture Trustee as and when required by them.
- (H) Comply with any monitoring and/or servicing requests from Debenture Trustee.

(I) **Security**

The Company hereby further agrees, declares and covenants with the Debenture Trustee as follows:

- (i) the Debentures shall be secured with first ranking exclusive continuing security by way of a first ranking exclusive charge on the Hypothecated Assets in favor of the Debenture Trustee for the benefit of the Debenture Holders;
- (ii) that all the Assets that shall be charged to the Debenture Trustee under the Hypothecation Agreement shall always be kept distinguishable and held as the exclusive property of the Company specifically appropriated to this security and be dealt with only under the directions of the Debenture Trustee. The Company shall not create any charge, lien or other encumbrance upon or over the same or any part thereof except in favour of the Debenture Trustee nor suffer any such charge, lien or other encumbrance or any part thereof nor do or allow anything that may prejudice this security and the Debenture Trustee shall be at liberty to incur all costs and expenses as may be necessary to preserve this security and to maintain the same undiminished and claim reimbursement thereof;
- (iii) shall, on the First Security Cover Determination Date and at all times thereafter, ensure that the Security Cover Ratio is maintained and towards this end, it shall on or before each Quarterly Security Cover Determination Date, Top-up the Hypothecated Assets with additional Receivables and/or Replace any Receivables constituting the Hypothecated Assets in accordance with the Hypothecation Agreement so as to ensure that Security Cover Ratio is maintained at all times.
- (iv) The Issuer shall within 30 (Thirty) days from the date of execution of the Hypothecation Agreement perfect the charge on Hypothecated Assets by way of filing of form CHG-9 (or such other forms as may be applicable under the Act and Rules thereunder) with the jurisdictional registrar of companies and provide such information sought by the Debenture Trustee for the purpose of filing the prescribed forms and particulars with the Central Registry and Information Utility in relation to the security interest over the Hypothecated Assets.
- (v) from the Deemed Date of Allotment until the redemption of the Debentures the Issuer shall ensure first ranking and exclusive charge of the Debenture Trustee. In the event of any modification of security as a result of providing additional security the Issuer shall apply for modification of charge/Debenture Holders or Debenture Trustee shall instruct the Company to apply for modification over such modified Hypothecated Assets by filing Form CHG-9 with the concerned ROC and the required filing with the Central Registry in relation thereto as soon as practicable and no later than 30 (thirty) days therefrom;
- (vi) shall, on the First Security Cover Determination Date and every Quarterly Reporting Date, as also whenever required by the Debenture Trustee, give full particulars to the Debenture Trustee of all the Hypothecated Assets from time to time and shall furnish and verify all statements, reports (including Monitoring Reports as prescribed in the Hypothecation Agreement), returns, certificates and information from time to time and as required by the Debenture Trustee and furnish and execute all necessary documents to give effect to the Hypothecated Assets;

- (vii) the security interest created on the Hypothecated Assets shall be a continuing security as described in the Hypothecation Agreement;
- (viii) the Hypothecated Assets shall satisfy the eligibility criteria set out in **Section 8 (Summary of Terms - Eligibility Criteria)**;
- (ix) nothing contained herein shall prejudice the rights or remedies of the Debenture Trustee and/ or the Debenture Holders in respect of any present or future security, guarantee obligation or decree for any Financial Indebtedness or liability of the Company to the Debenture Trustee and/ or the Debenture Holders; and
- (x) the Debenture Holders shall have a beneficial interest in the moveable Assets of the Company which have been charged to the Debenture Trustee to the extent of the Outstanding Principal Amounts of the Debentures under this Key Information Document/ the Debenture Trust Deed;

(m) **Filings**

The Company shall file with the NSE such information as required under SEBI Listed Debentures Circulars and Regulations.

(n) **Amounts to be reimbursed to the Debenture Trustee**

Company shall, forthwith upon demand by the Debenture Trustee, reimburse to the Debenture Trustee all amounts paid by the Debenture Trustee to reasonably protect the Hypothecated Assets and such amounts shall be deemed to be secured by the Hypothecated Assets;

(o) **Delay in Security Creation**

Company shall in the event of any delay in the creation of first ranking and exclusive charge over the Hypothecated Assets within the timelines stipulated in the Hypothecation Agreement or in the event the Security Cover Ratio is not met on or prior to the First Security Cover Determination Date, the Company will, at the option of the Debenture Holders, either:

- (i) refund the Application Money as set out in Clause X of Section 7 (*Application Process*) of this this Key Information Document, to the Debenture Holders; or
- (ii) pay to the Debenture Holders additional interest at Default Interest Rate on the Outstanding Principal Amounts from the Deemed Date of Allotment till the creation of first ranking and exclusive charge over the Hypothecated Assets pursuant to the terms of the Hypothecation Agreement such that the Security Cover Ratio is met.

(p) **Books of Account**

Company shall maintain proper books of account as required by the Act and therein make true and proper entries of all dealings and transactions of the business of the Company and keep such books of account and all other books, registers and other documents relating to the affairs of the Company at its registered office or, where permitted by Law, at other place or places where the books of account and documents of a similar nature may be kept. The Company will ensure that all entries in the same relating the Hypothecated Assets and to the business of the Company shall at all reasonable times be open for inspection of the Debenture Trustee and such person or persons as the Debenture Trustee shall, from time to time, in writing for the purpose, appoint.

(q) **Material Adverse Effect**

Company shall promptly inform the Debenture Trustee in writing of the occurrence of any, or the occurrence of any event that is likely to have a, Material Adverse Effect, together with explanation of the reasons thereof;

(r) **Corporate Governance**

- (i) the Company shall maintain the highest standards of corporate governance in accordance with the NBFC Registration for Scale Based Regulation Master Directions;
- (ii) shall at all times until the redemption of all outstanding Debentures, ensure that there is at least 2 (two) independent director; and
- (iii) the Company shall at all times comply with the NBFC Registration for Scale Based Regulation Master Directions and Reserve Bank of India (Non-Banking Financial Companies – Credit Facilities) Directions, 2025 dated November 28, 2025 and any amendments from time to time.

(s) **General**

- i. the Company shall perform all of its obligations under the terms of the Transactions Documents and maintain in full force and effect each of the Transaction Documents;
- ii. the Company shall promptly pay and discharge all its financial obligations and regularly make all payments due and payable by the Company, including but not limited to taxes and also such payment due and payable under or in respect of the Issue or any documents executed in connection there with;
- iii. the Company shall give the Debenture Trustee any information, relating to the business, property, affairs of the Company, that materially impacts the interests of the Debenture Holders;
- iv. the Company shall comply with the 'Guidelines on Fair Practices Code for Non-Banking Financial Companies' as prescribed by the RBI from time to time;
- v. the Company shall obtain, comply with and maintain all necessary licenses / authorisations; and
- vi. the Company shall at all times act and proceed in relation to its affairs and business in compliance with applicable Law.

(t) **Access**

Company shall permit the Debenture Trustee (and the Debenture holders) and/or accountants or other professional advisers and contractors appointed by the Debenture Trustee access at all reasonable times and on reasonable notice of the Company to:

- i. check the management of the funds made available through subscription to the Debentures;
- ii. inspect and take copies and extracts from the books, accounts and records of the Company;
- iii. data / information / meetings with the management team for periodical portfolio monitoring;
- iv. visit and inspect the premises of the Company; and
- v. meet and discuss matters with senior management employees of the Company.

Provided that the Company is served with a prior notice of 15 days before any such access to the Debenture Trustee (and the Debenture holders) or its representatives.

(u) **Conditions Subsequent**

Company shall comply with the conditions stipulated in **Section 8** (*Summary of Terms - Conditions Subsequent*).

(v) **Financial Covenants**

Company shall comply with the financial covenants stipulated in **Section 10 (C)** (*Financial Covenants*).

(w) **Issue Terms and Conditions**

At all times during the term of these presents comply with each of the Issue Terms and Conditions.

(x) **Internal Controls**

Company shall maintain appropriate internal controls for the purpose of (i) preventing fraud on monies lent by the Company; and (ii) preventing money being used for money laundering or illegal purposes.

(y) **Rating Covenant**

Issuer shall maintain the below mentioned covenants during the entire Tenor of the Debentures and till all the amounts outstanding is being duly repaid:

- i. The Issuer shall ensure that the current credit Rating of the Company / instrument from Rating Agency shall not downgrade below A.
- ii. Issuer shall not change the Rating Agency of the proposed debentures without approval of debenture trustee.
- iii. The Issuer shall ensure that there is no suspension of the credit rating/assigned Issuer not co-operating status to the Issuer and/ or the Debentures by any of the credit rating agency.

In case, rating from multiple rating agencies is available, the lowest rating available for long term borrowing shall be considered for the purpose of this clause.

(z) **Information to Debenture Trustee**

The Company shall promptly provide all assistance, documents and information to the Debenture Trustee as may be required by it to enable the Debenture Trustee to fulfill its obligations as may be required by SEBI from time to time.

B. Negative Covenants

Part A

All actions as set out in this PART A of Section 10 (B) shall require prior consent of the Majority Debenture Holders. The Issuer shall not without the prior written consent of the Debenture Trustee (acting on the instructions of Majority Debenture Holders), do or undertake to do any of the following:

(a) **Change of business**

Change the general nature of its business from that which is permitted by the RBI. The Issuer shall not undertake any new major business outside financial services or any diversification of its business outside financial services, without approval of majority Debenture Holders.

(b) **Change in Constitutional Documents**

Change or make any alteration to its Constitutional Documents, without prior written intimation to the Debenture Trustee. The above does not apply to any changes to effect an increase in authorized share capital or in ordinary course of business.

(c) **Dividend**

Declare or pay any dividend or make any distributions on its share capital (other than dividends or distributions payable on shares of the Company), unless:

- (i) the proposed payment or distribution is out of net income of the current Financial Year (excluding any amount resulting from the revaluation of any of the Company's assets);
- (ii) no Event of Default has occurred and is then continuing, or could occur or is reasonably likely to occur, as a result of such payment or declaration of any dividend or distribution and after giving effect to any such action; and
- (iv) the company has paid or made satisfactory provision for the payment of the installments of principal and interest due on the Debentures.

(d) **Merger/ Acquisition/Arrangement/ consolidation, etc.**

The Company shall not, enter into any transaction of consolidation, re- organization, scheme of arrangement or compromise or reconstruction with its creditors or shareholders or effect any scheme of amalgamation or reconstruction..

(e) **Associates, Subsidiaries, and Joint Ventures**

Dispose of, acquire or incorporate any associates (as defined in the Act), subsidiary (as defined in the Act) or joint ventures without the prior written consent of the Majority Debenture Holders.

(f) **Joint Venture**

Without the prior written consent of the Majority Debenture Holders:

- (i) acquire (or agree to acquire) any shares, stocks, securities or other interest in any joint venture; or

- (ii) transfer any assets or lend to or guarantee or indemnify or give security for the obligations of a joint venture (or agree to transfer, lend, guarantee, indemnify or give security for the obligations of a joint venture).

(g) **Loans and Guarantees**

The Company shall not undertake to guarantee the liabilities of any individual or entity (save and except in case of ordinary course of business) .

(h) **Arm's length basis; No profit sharing arrangements**

The Company shall not, without the prior written consent of the Majority Debenture Holders:

- i. enter into any transaction with any person or enter into or continue business relations with its shareholders, employees, affiliate(s), holding company(ies), and/or subsidiary(ies) except on proper commercial terms negotiated on an arm's length basis;
- ii. enter into or establish any partnership, profit sharing, royalty agreement or other similar other arrangement whereby the Company's income or profits are, or might be, shared with any other person; or
- iii. enter into any management contract or similar arrangement whereby its business or operations are managed by any other person; or

(i) **Immunity**

Claim any immunity or limitation of liability against any payment obligations arising towards the Debenture Holders.

(j) **Liabilities**

Incur, create, assume, or allow any Financial Indebtedness that ranks prior to the Debentures or subordinates the Debentures.

(k) **Change of control**

The Company will not permit a change of Control during the Tenor of the Debentures except as stated in the Transaction Documents.

(l) **Disposal of Assets**

Sell, transfer, or otherwise dispose of in any manner whatsoever any material Assets of the Company, sell any business/division that has the effect of exiting the business or re-structuring of the existing business or would have a Material Adverse Effect, to be with the prior consent of the Debenture Trustee, other than any securitization/portfolio sale of assets undertaken by the Company in its ordinary course of business.

Company shall not dispose of its assets or compromise with any of its creditors without the prior written consent of the Debenture Holder(s), except in the ordinary course of and pursuant to the reasonable requirements of the Company's business and upon fair and reasonable terms.

(m) **Management Control**

Any change in management Control of the Company except as stated in this Key Information Document/ the Debenture Trust Deed.

(n) **Material compromise or Settlement**

Enter into material compromise or arrangement or settlement with any of its creditors without the prior written consent of the Debenture Trustee.

(o) **Anti-money laundering**

Permit any of the Debenture proceeds to be used to fund any form of violent political activity, terrorists or terrorist organizations, nor any money laundering process or scheme to disguise illegally obtained funds, nor any other criminal activity including arms sales, drug trafficking, robbery, fraud or racketeering.

(p) **Related Party Transactions**

Without prior written intimation to the debenture trustee, the Issuer shall not enter into or perform any transaction(s) with a related party other than in the ordinary course of business.

(q) **Financial Year**

Company shall not change its financial year-end from 31st March (or such other date as may be approved by Majority Debenture Holders) without the prior written consent of the Debenture Trustee.

PART B

All actions as set out in Part B of this Section 10(B) shall require prior intimation to the Debenture Trustee.

(a) **Buy-back**

The Company will not, without prior written intimation to the Debenture Trustee (acting on the instructions of Majority Debenture Holders), purchase or redeem any of its issued shares except equity shares allotted under ESOP scheme of the Company or reduce its share capital except in the case of an Event of Default.

PART C

(a) **Merger/ Acquisition/Arrangement/ consolidation, etc.**

Undertake or permit any merger, acquisition, amalgamation (excluding portfolio buyouts) with Enterprise Value over and above 15% (fifteen per cent) of the net worth of the Company in a Financial Year. In this case, if the Debenture Holders do not respond within 7 (seven) working days from the day of sending for approval to them, then it will be considered as deemed approved.

C. Financial Covenants:

The Issuer shall adhere to the following Financial Covenants at all times throughout the Tenor of this Issuance and until the Debentures are redeemed in full:

- a. Minimum capital ratio of Tier I Capital and Tier II Capital to aggregate risk weighted assets on-balance sheet and of risk adjusted value of off-balance sheet items shall not be less than 17.00% (Seventeen Point Zero Zero percent) or as per the regulatory minimum prescribed by the Reserve Bank of India under the NBFC Prudential Norms on Capital Adequacy Master Directions, whichever is higher.
- b. Total Debt to Tangible Net Worth ratio shall not exceed 6x (Six times)
- c. Non-Performing Loans Ratio (GNPA) not to exceed 7%(Seven Percent)
- d. Net Non-Performing Loans Ratio (NNPA) not to exceed 3%(Three Percent)
- e. Cumulative mismatches in ALM (as per the Statement of Structural Liquidity submitted to RBI on periodic basis) should be positive for all buckets up to 1 year of ALM statement after incorporating all the contractual liabilities of the Issuer (Considering the put option dates or coupon reset dates of transaction without a benchmark, without a floor and without a cap as maturity date). The asset side will exclude unutilized bank sanctioned and drawable lines, shall not be taken into account for testing of cumulative mismatch.
- f. Minimum Cash & Cash Equivalent to cover 45 (forty five) Calendar Days Liability
- g. IIFL Finance to hold at least 75% shareholding in the Company on fully diluted basis directly or indirectly. IIFL Finance to remain as majority shareholder till the tenor of the transaction.

Notwithstanding aforesaid, '**Control**' shall be construed in accordance with the act, rules, regulations, accounting standards or guidelines, as may be applicable on the Issuer, from time to time.

The Debenture Trustee shall be granted access to any additional information that it deems necessary to monitor and evaluate compliance with the aforementioned Financial Covenants.

All covenants would be tested on a quarterly basis till the redemption of the Debentures.

D. Information Covenants:

Company shall provide or cause to be provided to the Debenture Trustee (and to the Debenture Holders if so requested), in form and substance reasonably satisfactory to the Debenture Trustee, each of the following items:

(a) Quarterly Reports

1. As soon as available and in any event within 60 (sixty) calendar days after the end of each quarterly reporting period of the Company, the quarterly reporting required and in form and substance satisfactory to the Debenture Trustee and the Debenture Holders. Such reporting will include information detailing:
 - i. Information on financials;
 - ii. Latest ALM details;
 - iii. the shareholding structure and composition of the board of directors in the Company;
 - iv. a compliance certificate regarding the financial covenants set forth in **Section 10 (C) (Financial Covenants)** from statutory auditor;
 - v. The Company shall furnish quarterly report to the Debenture Trustee containing the following particulars:
 - (a) Updated list of the names and addresses of the Debenture Holders.
 - (b) Details of the Interest due, but unpaid and reasons thereof.
 - (c) The number and nature of grievances received from the Debenture Holders and (A) resolved by the Company (B) unresolved by the Company and the reasons for the same.
 - (d) Any other financial / operational data as may be required by the Debenture Holders.
 - (e) Information on:
 - a) Shareholding Pattern;
 - b) Liquidity position of the Company;
 - c) List of Lenders and Loan / NCD profile;
 - d) Portfolio cuts including PAR data in the agreed format
 - e) Quarterly MIS data pack - giving standard portfolio cuts with corresponding asset quality indicators.
2. A certificate from the statutory auditor on maintenance of the Security Cover as per the applicable Laws.

(b) Annual Reports

As soon as available, and in any event within 120 (one hundred and twenty) calendar days after the end of each Financial Year of the Company, the annual reporting required and in form and substance satisfactory to the Debenture Trustee and the Debenture Holders. Such reporting will include information detailing:

- i. certified copies of its audited consolidated and non-consolidated (if any) financial statements for its most recently completed fiscal year, prepared in accordance with Indian Accounting Standards including its balance sheet, income statement and statement of cash flow. All such information shall be complete and correct in all material respects and fairly represents the financial condition, results of operation and changes in cash flow of the Company as of the date thereof.

(c) Event Based Reports

- (i) The Company shall provide/cause to be provided information to the Debenture Trustee (and to the Debenture Holders, if so requested) as soon as practicable, and in any event within 15 (fifteen) Business Days from the occurrence of such event:
 - a. the details of any change in the shareholding structure of the Company.
 - b. the details of any change in board of directors;
 - c. any change in the statutory auditors/ change in accounting policy;
 - d. the Company obtains or reasonably should have obtained actual knowledge thereof, notice of the occurrence of any event or circumstance that could reasonably be expected to result in a Material Adverse Effect;
 - e. the Company obtains or reasonably should have obtained actual knowledge thereof, notice of any dispute, litigation, investigation or other proceeding affecting the Company or its property or operations, which, if adversely determined, could result in a Material Adverse Effect;
 - f. the Company obtains actual knowledge thereof, notice of the occurrence of any Event of Default or potential Event of Default, specifying the nature of such event and any steps the Company is taking and proposes to take to remedy the same;
 - g. Any fraud amounting to more than 1% of Gross Loan Portfolio;
 - h. the details of any new segment of business other than the business carried out by the Issuer presently;
 - i. Material change in the constitutional documents of the Company that are prejudicial to the interests of the Debenture Holders; and
 - j. any notice of any application for winding up having been made or receipt of any statutory notice of winding up under the provisions of the Act or insolvency petition under Insolvency and Bankruptcy Code, 2016 by the Company or any other notice under any other law or otherwise of any suit or legal process intended to be filed and affecting the title to the property of the Company.

(d) Disclosures under listing regulations

The Company disclose all such information to the Debenture Trustee under applicable laws and shall file with the NSE all such information as required under SEBI Listed Listed Circulars and Regulations.

(e) Other Covenants:

- (i) Issuer shall furnish a certificate issued by a chartered accountant auditor certifying the end use of the proceeds of the Debentures within 60 (sixty) days from the end of Deemed Date of Allotment.
- (ii) Issuer shall share information about facilities sanctioned to it by other lenders as and when required.
- (iii) The Company shall submit the all such reports/ certification to the Debenture Trustee within the following timelines:

REPORTS/CERTIFICATES	TIMELINE FOR SUBMISSION OF REPORTS/CERTIFICATIONS BY DEBENTURE TRUSTEE
Security cover certificate	Quarterly basis within 60 days from end of each quarter except last quarter when submission is to be made within 75 days
(To the extent applicable) A statement of value of pledged securities	
(To the extent applicable) A statement of value for debt service reserve account or any other form of security offered	

E. Responsibilities of the Debenture Trustee:

In addition to the other powers conferred on the Debenture Trustee and provisions for their protection and not by way of limitation or derogation of anything contained in this Key Information Document/ the Debenture Trust Deed or of any statute limiting the liability of the Debenture Trustee, IT IS EXPRESSLY DECLARED as follows:

- (a) the Debenture Trustee may, in relation to these presents, act on the opinion or advice of or any information obtained from any solicitor, counsel, advocate, valuer, surveyor, broker, auctioneer, qualified accountant or other expert whether obtained by the Company or by the Debenture Trustee or otherwise;
- (b) the Debenture Trustee shall be the attorney of the Company and shall have the right to execute, sign and do any deeds, documents, assurances, acts and things in the name and on behalf of the Company, which shall in the opinion of the Debenture Trustee be necessary or expedient that the Company should execute, sign and do for the purpose of carrying out any of the trusts or obligations declared or imposed upon the Debenture Trustee;
- (c) the Debenture Trustee is not permitted to release / exclude any part of the Hypothecated Assets temporarily or permanently from the security created / to be created for the Debentures except in accordance with a Special Resolution;
- (d) subject to the approval of the Debenture Holders by way of Special Resolution passed at a meeting of Debenture Holders held for determining the liability of the Debenture Trustee, the Debenture Trustee shall, as regards all trusts, powers, authorities and discretions, have absolute and uncontrolled discretion as to the exercise thereof and to the mode and time of exercise thereof and in the absence of any fraud, gross negligence, willful misconduct or breach of trust shall not be responsible for any loss, costs, charges, expenses or inconvenience that may result from the exercise or non-exercise thereof and in particular they shall not be bound to act at the request or direction of the Debenture Holders under any provisions of these presents unless sufficient monies shall have been provided or provision to the satisfaction of the Debenture Trustee made for providing the same and the Debenture Trustee are indemnified to their satisfaction against all further costs, charges, expenses and liability which may be incurred in complying with such request or direction;
- (e) with a view to facilitating any dealing under any provisions of these presents the Debenture Trustee shall have full power to consent (where such consent is required) to a specified transaction or class of transactions conditionally;
- (f) the Debenture Trustee shall not be responsible for the monies paid by Applicants/ Initial Debenture Holders for the Debentures;
- (g) without prejudice to the rights to indemnity by Law given to the Debenture Trustee, the Debenture Trustee and every receiver, attorney, manager, agent or other person appointed by them shall, subject to the provisions of the Act, be entitled to be indemnified by the Company in respect of all liabilities and expenses incurred by them or him in the execution or purported execution of the powers and trusts thereof and against all actions, proceedings, costs, claims and demands in respect of any matter or thing done or omitted and the Debenture Trustee may retain and pay out of any monies in their hands the amount of any liabilities and expenses necessary to effect such indemnity and also remuneration of the Debenture Trustee as herein provided or otherwise howsoever arising out of or in connection with these presents or the issue of the Debentures;
- (h) the Debenture Trustee shall have full power to determine all questions and doubts arising in relation to any of the provisions hereof and every such determination bonafide made (whether or not the same shall relate wholly or partially to the acts or proceedings of the Debenture Trustee) in the absence of any fraud, gross

negligence, willful misconduct or breach of trust, shall be conclusive and binding upon all persons interested hereunder;

- (i) subject to the approval of the Debenture Holders by way of Special Resolution passed at a meeting of Debenture Holders held for determining the liability of the Debenture Trustee, the Debenture Trustee shall not be liable for anything whatsoever except any fraud, gross negligence, willful misconduct or breach of trust by the Debenture Trustee;
- (j) subject to the approval of the Debenture Holders by way of Special Resolution passed at a meeting of Debenture Holders held for determining the liability of the Debenture Trustee, the Debenture Trustee, except for any fraud, gross negligence, willful misconduct or breach of trust, shall not be liable for any default, omission or delay in performing or exercising any of the powers or trusts herein expressed or contained or any of them or in enforcing the covenants herein contained or any of them or in giving notice to any person or persons of the execution hereof or in taking any other steps which may be necessary, expedient or desirable or for any loss or injury which may be occasioned by reason thereof unless the Debenture Trustee shall have been previously requested by notice in writing to perform, exercise or do any of such steps as aforesaid given in writing by the Special Majority Debenture Holder(s) or by a Special Resolution duly passed at a meeting of the Debenture Holders and the Debenture Trustee shall not be bound to perform, exercise or do any such acts, powers or things or to take any such steps unless and until sufficient moneys shall have been provided or provision to the satisfaction of the Debenture Trustee made for providing the same by or on behalf of the Debenture Holders or some of them in order to provide for any costs, charges and expenses which the Debenture Trustee may incur or may have to pay in connection with the same and the Debenture Trustee are indemnified to their satisfaction against all further costs, charges, expenses and liabilities which may be incurred in complying with such request;
- (k) notwithstanding any contained to the contrary in this Key Information Document/ the Debenture Trust Deed, the Debenture Trustee shall before taking any action on behalf of the Debenture Holders or providing any consent on behalf of the Debenture Holders, obtain the written consent of the Majority Debenture Holders;
- (l) the Debenture Trustee shall forward to the Debenture Holders copies of any information, documents from the Company pursuant to this Key Information Document/ the Debenture Trust Deed within 2 (two) Business Days of receiving the same from the Company; and
- (m) The Debenture Trustee shall take all reasonable steps to realise the monies due to the Trust.
- (n) The Debenture Trustee shall have the right to rely on notices, communications, advertisement, website information of Issuer and any other related party with respect to issue etc.

PROVIDED THAT nothing contained in this Clause shall exempt the Debenture Trustee or any receiver, attorney, manager, agent or other person appointed by the Debenture Trustee from or indemnify them against any liability for breach of trust nor any liability which by virtue of any rule or Law would otherwise attach to them in respect of any negligence, default or breach of trust which they may be guilty of in relation to their duties hereunder.

F. Events of Default:

(a) **Payment Defaults**

The Company does not pay on the Due Date any amount payable pursuant to this Key Information Document/ the Debenture Trust Deed and the Debentures (including but not limited to penal interest, if any) at the place at and in the currency in which it is expressed to be payable.

(b) **Insolvency / Inability to Pay Debts / Distress**

- (i) The Company is unable or admits in writing inability to pay its debts as they fall due, suspends making payments on any of its debts or, by reason of actual or anticipated financial difficulties, commences negotiations with one or more of its creditors with a view to rescheduling any of its Financial Indebtedness.
- (ii) The Company is (or deemed by Law or a court to be) insolvent or bankrupt or unable to pay its debts or stops or suspends payments of all its debts, makes a general assignment or an arrangement or composition with or for benefit of the relevant creditors in respect of any such debts or a moratorium is agreed or declared in respect of or affecting all the debts of the Company.
- (iii) Any distress, attachment, execution or other legal process is levied, enforced or sued out on or against any material part of the property, assets, or revenues of the Company and is not discharged or quashed or stayed within 15 (fifteen) days.

(c) **Charge over Hypothecated Assets**

The Company creates or attempts to create any charge on the Hypothecated Assets or any part thereof, in addition to the charge created pursuant to the Hypothecation Agreement without the consent of the Special Majority Debenture Holders.

(d) **Business**

The Company without obtaining the prior consent of the Special Majority Debenture Holders ceases to carry on its business or gives notice of its intention to do so.

(e) **Security in Jeopardy**

- i. In the opinion of the Debenture Trustee the Hypothecated Assets is in jeopardy;
- ii. If, the security provided pursuant to the Hypothecation Agreement depreciates in value to such an extent that in the reasonable opinion of the Trustee further security should be given and on advising the Company to that effect such security has not been given to the Debenture Trustee to their satisfaction;
- iii. If, without the prior written approval of the Debenture Trustee, the Hypothecated Assets or any part thereof is transferred, assigned, charged, encumbered or alienated but no prior approval shall require for the replacement of assets comprising the Hypothecated Assets with other similar assets; or
- iv. the value of the Hypothecated Assets is insufficient to maintain the Security Cover Ratio and Company fails to maintain the minimum-Security Cover Ratio specified in the Hypothecation Agreement within the stipulated timelines in the Hypothecation Agreement.

(f) **Fraud and Embezzlement**

Any material act of fraud, embezzlement, misstatement, misappropriation or siphoning off of the funds of the Company or revenues of the Company, or any other act having a similar effect being committed by the management or an officer of the Company.

(g) **Misrepresentation**

Any representation or warranty made by the Company in any Transaction Document or in any certificate, financial statement or other document delivered to the Debenture Trustee/Debenture Holders by the Company shall prove to have been incorrect, false or misleading in any material respect when made or deemed made.

(h) **Material Adverse Change**

There shall have occurred a change in the business, operations, property, Assets, liabilities, condition (financial or otherwise) or prospects of the Company since the date hereof that has resulted in a Material Adverse Effect.

(i) **Liquidation or Dissolution of the Company / Appointment of Receiver or Liquidator**

(i) Any corporate action, legal proceedings or other procedure or step is taken in relation to:

- (A) the suspension of payments, a moratorium of any Indebtedness, winding-up, dissolution, administration or re-organisation (by way of voluntary arrangement, scheme of arrangement or otherwise) of the Company or its Affiliate;
- (B) a composition, compromise, assignment or arrangement with any creditor of the Company or its Affiliate;
- (C) the appointment of a liquidator, provisional liquidator, supervisor, receiver, administrative receiver, administrator, compulsory manager, trustee or other similar officer in respect of all or any part of the undertaking of the Company or its Affiliate; or
- (D) the Company or its Affiliate, in respect of any reference or enquiry or proceedings commenced, before the National Companies Law Tribunal or under any mechanism or prescription of the RBI in respect of resolution/restructuring of stressed assets (including without limitation, under the RBI's circular no. DOR.STR.REC.276/21.04.048/2025-26 dated November 28, 2025 on "Reserve Bank of India (Non-Banking Financial Companies – Resolution of Stressed Assets) Directions, 2025" (as amended or modified or restated from time to time));
- (E) A petition for the reorganization, arrangement, adjustment, winding up or composition of debts of the Company is filed on the Company (voluntary or otherwise) or have been admitted or makes an assignment for the benefit of its creditors generally and such proceeding is not contested by the company for staying, quashing or dismissed within 15 (Fifteen) days;
- (F) the commencement of an insolvency resolution process under the (Indian) Insolvency and Bankruptcy Code, 2016 (to the extent applicable) or under any other applicable Law, in respect of the Company or its Affiliate; or
- (G) enforcement of any security over any Assets of the Company or its Affiliate.

Any other event occurs or proceeding instituted under any applicable Law that would have an effect analogous to any of the events listed in sub-Clauses (A) to (F) above.

(ii) An order is made or an effective resolution passed for the winding up or dissolution, judicial

management or administration of the Company, or the Company ceases to carry on all of its business or operations, except for the purpose of and followed by a reconstruction, amalgamation, re-organization, merger or consolidation on terms approved by Special Resolution of Debenture Holders.

(j) **Cross Default**

means occurrence of any of the following:

- i. The Company (i) defaults in any payment of any Financial Indebtedness beyond the period of grace (not to exceed 30 (thirty) days), if any, provided in the instrument or agreement under which such Financial Indebtedness was created;
- ii. defaults in the observance or performance of any agreement or condition relating to any Financial Indebtedness or contained in any instrument or agreement evidencing, securing or relating thereto or any other event shall occur or condition exist, the effect of which default or other event or condition is to cause or to permit the holder or holders of such Financial Indebtedness to cause (determined without regard to whether any notice is required) any such Financial Indebtedness to become due prior to its stated maturity; or
- iii. any Financial Indebtedness of the Company shall be declared to be due and payable, or required to be prepaid other than by a regularly scheduled required prepayment, prior to the stated maturity thereof.

(k) **Creditors' Process**

- i. All or a material part of the undertaking, Assets, rights or revenues of the Company are condemned, seized, nationalised, expropriated or compulsorily acquired, or shall have assumed custody or control of the business or operations of the Company, or shall have taken any action for the dissolution of the Company, or any action that would prevent the Company, their member, or their officers from carrying on their business or operations or a substantial part thereof, by or under the authority of any Government or any Government Authority.
- ii. The Company does not inform the Debenture Trustee of one or more of the other creditors of the Company accelerating the payment obligations on the grounds of a material adverse change (howsoever described) or a material adverse effect (howsoever described) in the financial, operational or regulatory conditions governing the Company.
- iii. The Company has voluntarily or involuntarily becomes the subject of proceedings under any bankruptcy or insolvency laws and such proceedings have been admitted by a competent court or the Company is voluntarily or involuntarily dissolved.
- iv. The Company is adjudged insolvent or takes advantage of any law for the relief of insolvent debtors.
- v. Any expropriation, attachment, garnishee, sequestration, distress or execution affects any Receivables constituting Hypothecated Assets or part thereof.

(l) **Transaction Documents**

This Key Information Document or any other Transaction Document in whole or in part, are terminated or cease to be effective or cease to be a legally valid, binding and enforceable obligation of the Company.

In the opinion of the Debenture Trustee, any of the Transaction Documents fails to provide the security interest, rights, title, remedies, power or privileges intended to be created thereby (including the priority intended to be created thereby), or such security interests do not have the priority contemplated under the Transaction Documents, or the security interest created thereunder become unlawful, invalid, or unenforceable.

(m) **Unlawfulness**

It is or becomes unlawful for the Company to perform any of its obligations under the Transaction Documents and/or any obligation or obligations of the Company under any Transaction Document are not or cease to be valid, binding or enforceable.

(n) **Repudiation**

The Company repudiates any of the Transaction Documents, or evidences an intention to repudiate any of the Transaction Documents.

(o) **Government Intervention**

- (i) Any step is taken by Governmental Authority or agency or any other competent authority, with a view to the seizure, compulsory acquisition, expropriation or nationalisation of all or (in the opinion of the Debenture Trustee) a material part of the assets of the Company which is material to the Company;
- (ii) Any Governmental Authority having assumed custody or control of the business or operations of the Company or having taken any action for the dissolution of the Company or any action that would prevent the Company or its officers from carrying on its business or operations thereof; or
- (iii) The Company's organizational or legal status, or any license or franchise is revoked or suspended by any Governmental Authority or authority after the Company has exhausted all remedies and appeals relating thereto.

(p) **Delisting**

If the Debentures are not able to listed on wholesale debt market.

If the Debentures are listed and any Debenture is subsequently delisted from any exchange unless delisted on redemption on which it is listed without the prior written consent of the Debenture Trustee.

(q) **Cessation**

The Company ceases or threatens to cease to carry on the main business it is currently engaged in.

(r) **Alteration in Constitutional Documents**

The Company, without the previous consent in writing of the Debenture Trustee, makes or attempts to make any alteration in the provisions of its Constitutional Documents where (i) such change might in the opinion of the Debenture Trustee detrimentally affect the interests of the Debenture Holder(s) and (ii) the Company refuses or neglects to or is unable to rescind such alteration.

(s) **Non-compliance with judicial order**

The Company fails to comply with or fulfil any judicial order passed against it provided however that such order shall not include any order against which appeal is available or for which an appeal is pending.

(t) **Merger**

The rearrangement or consolidation or amalgamation with or merger with or into, or receiving of all or substantially all the assets or obligations of, another entity, or any action for reorganisation of capital without the prior written consent of the Debenture Trustee.

(u) **Erosion of Net Worth**

The Debenture Holders' assessment from quarterly or annual financial reporting from the company, or at any time certified by an accountant of a firm or chartered accountant appointed by the Debenture Trustee (which the Debenture Trustee is entitled and hereby authorized to do so at any time), that the net worth (as defined in the Act) of the Company has eroded by 50% (fifty percent) or more.

(v) **Sale, disposal**

Sale, transfer, or other disposition of all or substantially all of the Company's Assets other than in the normal course of business of the Company.

(w) **Management Control and change in Control**

Change in management Control or change in shareholding resulting in change in Control of the Issuer without prior written consent from the Debenture Trustee/Debenture Holders. Any new equity raising which results in change in the existing shareholding pattern and related change in board composition would be communicated to Debenture Holders and consent would be sought.

(x) **Willful default**

Any Promoters or directors or key management personnel of the Company is/are declared as willful defaulter by any competent authority or accused of, charged with, arrested or convicted a criminal offence involving moral turpitude, any material act of fraud, embezzlement, misstatement, misappropriation or siphoning off of the Company funds or revenues, dishonesty or which otherwise impinges on the integrity of the promoter/s and/or director, including any accusations, charges and/or convictions of any offence relating to bribery or any other act having a similar effect being committed by the management or an officer of the Company.

(y) **Breach of other terms of this Key Information Document/ the Debenture Trust Deed**

- i. A breach of Mandatory Redemption as set out in Section 8 (*Mandatory Redemption - Summary of Terms*);
- ii. A breach by the Company of any of its obligations and covenants provided in terms of this Key Information Document/ the Debenture Trust Deed or other Transaction Documents (other than (a) to (x) above).

****This Key Information Document shall be treated as a Transaction Document and should be read with other Transaction Documents.***

SECTION 11 DECLARATION

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

The Issuer accepts no responsibility for the statement made otherwise than in the Key Information Document or in any other material issued by or at the instance of the issuer and that any one placing reliance on any other source of information would be doing so at his own risk.

Without prejudice to the above, the persons authorized by the Company, confirms and attests that:

- a. The Issuer undertake that this Key Information Document contain full disclosures in accordance with NCS Listing Regulations, as amended, and Securities and Exchange Board of India (Listing Obligation and Disclosure Requirements) Regulations, 2015, as amended and Companies (Prospectus and Allotment of Securities) Rules, 2014, Securities Contracts (Regulation) Act, 1956 and the Securities and Exchange Board of India Act, 1992.
- b. the compliance with the Act and the rules does not imply that payment of dividend or interest or repayment of non-convertible securities, is guaranteed by the Central Government;
- c. the monies received under the offer shall be used only for the purposes and objects indicated in the Offer document;
- d. whatever is stated in this form 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 subscribing to the Memorandum of Association and Articles of Association;
- e. The contents of the document have been perused by the Board of Directors, and the final and ultimate responsibility of the contents mentioned herein shall also lie with the Board of Directors.

Investment in non-convertible securities involve a degree of risk 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 examination of the issue including the risks involved in it. Specific attention of investors is invited to statement of risk factors contained under General Information Disclosure. 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.

We, Anantha Kumar T, Chief Financial Officer and V. Abhinaya, Company Secretary & Compliance Officer, of the Company is authorized by the Issuance and Allotment Committee of the Company vide Resolution dated January 21, 2026, attached below in Annexure IV, to sign this Key Information Document and declare that all the requirements of the Companies Act, 2013 and the rules made there under in respect of the subject matter of this Key Information Document and matters incidental thereto have been complied with. 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 Key Information Document has been suppressed or concealed and is as per the original records maintained by the promoters subscribing to the Memorandum and Articles of Association.

The issuer declares that nothing in the issue document is contrary to the provisions of Companies Act, 2013 (18 of 2013), the Securities Contracts (Regulation) Act, 1956 (42 of 1956) and the Securities and Exchange Board of India Act, 1992 (15 of 1992) and the rules and regulations made thereunder.

*Srl No: 14-ISFL-KID-2025-26
Date: January 22, 2026
Key Information Document*

*Private and Confidential
For Private Circulation Only*

It is further declared and verified that all the required attachments have been completed, correctly and legibly attached to this form.

For IIFL Samasta Finance Limited

For IIFL Samasta Finance Limited

**Anantha Kumar T
Chief Financial Officer**

**V. Abhinaya
(M. No: A56919)
Company Secretary and Compliance Officer**

Date: January 22, 2026
Place: Bengaluru

ANNEXURE I - LAST AUDITED FINANCIAL STATEMENTS

Please find the weblink for the Last Audited Financial Statements –

The link for financials of the Company for the financial year 2022-23 and 2023-24: <https://iiflsamasta.com/investor-relations/>

The link for financials of the Company for the financial year 2024-25: [Investors - IIFL Samasta](#)

ANNEXURE II - CREDIT RATING LETTER, RATING RATIONAL AND PRESS RELEASE FROM RATING AGENCY

CONFIDENTIAL

Crisil
Ratings

RL/SAMML/376538/NCD/0126/138047/168556316
January 20, 2026

Mr. Venkatesh N
Managing Director
IIFL Samasta Finance Limited
110/3, Lalbagh Main Road,
Krishnappa Layout,
Near Urvasi Theatre
Bangalore Urban - 560027
9845061610

Dear Mr. Venkatesh N,

Re: Crisil Rating on the Non Convertible Debentures Aggregating Rs.1500 Crore of IIFL Samasta Finance Limited

All ratings assigned by Crisil Ratings are kept under continuous surveillance and review.

Please refer to our rating letter dated December 12, 2025 bearing
Ref no: RL/SAMML/376538/NCD/1225/135480/168556316

Rating outstanding on the captioned debt instruments is "Crisil AA-Stable" (pronounced as "Crisil double A minus rating" with Stable outlook). Securities with this rating are considered to have high degree of safety regarding timely servicing of financial obligations. Such securities carry very low credit risk.

In the event of your company not making the issue within a period of 180 days from the above date, or in the event of any change in the size or structure of your proposed issue, a fresh letter of revalidation from Crisil Ratings will be necessary.

As per our Rating Agreement, Crisil Ratings would disseminate the rating along with outlook through its publications and other media, and keep the rating along with outlook under surveillance for the life of the instrument. Crisil Ratings reserves the right to withdraw, or revise the rating / outlook assigned to the captioned instrument at any time, on the basis of new information, or unavailability of information, or other circumstances which Crisil Ratings believes may have an impact on the rating. Please visit www.crisilratings.com and search with the name of the rated entity to access the latest rating/s.

As per SEBI circular (reference number: CIR/IMD/DF/17/2013; dated October 22, 2013) on centralized database for corporate bonds/debentures, you are required to provide international securities identification number (ISIN, along with the reference number and the date of the rating letter) of all bond/debenture issuances made against this rating letter to us. The circular also requires you to share this information with us within 2 days after the allotment of the ISIN. We request you to mail us all the necessary and relevant information at debtissue@crisil.com. This will enable Crisil Ratings to verify and confirm to the depositories, including NSDL and CDSL, the ISIN details of debt rated by us, as required by SEBI. Feel free to contact us at debtissue@crisil.com for any clarification you may need.

Should you require any clarification, please feel free to get in touch with us.

With warm regards,

Yours sincerely,


Vani Ojastri
Associate Director - Crisil Ratings


Nivedita Shibu
Director - Crisil Ratings



Disclaimer: A rating by Crisil Ratings reflects Crisil Ratings' current opinion on the likelihood of timely payment of the obligations under the rated instrument, and does not constitute an audit of the rated entity by Crisil Ratings. Our ratings are based on information provided by the issuer or obtained by Crisil Ratings from sources it considers reliable. Crisil Ratings does not guarantee the completeness or accuracy of the information on which the rating is based. A rating by Crisil Ratings is not a recommendation to buy / sell or hold the rated instrument, it does not comment on the market price or suitability for a particular investor. Crisil Ratings has a practice of keeping all its ratings under surveillance and ratings are revised as and when circumstances so warrant. Crisil Ratings is not responsible for any errors and especially states that it has no financial liability whatsoever to the subscribers / users / transmitters / distributors of its ratings. Crisil Ratings' criteria are available without charge to the public on the web site www.crisilratings.com. Crisil Ratings or its associates may have other commercial transactions with the company/entity. For the latest rating information on any instrument of any company rated by Crisil Ratings, please visit www.crisilratings.com or contact Customer Service Helpdesk at Crisilratings@crisil.com or at 1800-267-3350

Crisil Ratings Limited
Corporate Identity Number: U67100MH2016PLC326267
Registered Office: Lightbridge IT Park, Sakinaka Road, Andheri East, Mumbai 400 072, India.
Phone: +91 22 6137 3000 | www.crisilratings.com

a company of **S&P Global**

ANNEXURE III – CONSENT AND ENGAGEMENT LETTER OF THE DEBENTURE TRUSTEE



CL/MUM/25-26/DEB/261

Date: January 22, 2026

To,
IIFL Samasta Finance Limited
110/3, Lalbagh Main Road,
Krishnappa Layout, Bangalore- 560 027,
Karnataka, India

Kind Attn: Ms. V Abhinya

Dear Madam,

Consent to act as Debenture Trustee for Listed, Rated, Senior, Secured, Transferable, Redeemable Non-Convertible Debentures (NCDs) aggregating to Rs. 75 Crores (Rupees Seven Five Crores Only) (the "Issue") to be issued by IIFL Samasta Finance Limited.

This is with reference to the discussions in respect of appointment of Vardhman Trusteeship Private Limited to act as Debenture Trustee for Listed, Rated, Senior, Secured, Transferable, Redeemable Non-Convertible Debentures (NCDs) aggregating to Rs. 75 Crores (Rupees Seven Five Crores Only) (the "Issue") to be issued by IIFL Samasta Finance Limited.

In this connection, we are agreeable to act as Trustee on the following trusteeship remuneration:

Charge Heads	Terms
Acceptance Fees	Rs. 60,000/- plus applicable taxes (One Time payment payable upfront, non-refundable).
Service Charges	Rs. 75,000/- plus applicable taxes. The first payment shall be payable on the Date of Execution (DOE), calculated on a pro-rata basis for the period from the DOE until March 31, 2026. Thereafter, Service Charges shall be payable annually in advance on the 1st of April each year, continuing until the redemption and satisfaction of all charges in full.
Other Expenses	All out of pocket expenses including but not limited to documentation expenses, travelling expenses, legal counsel fees, inspection charges, audit expenses, NSDL charges, Corporate Action Charges, NSDL Annual Maintenance Charges, LEI Charges etc. will be borne by you and reimbursed to us within a period of 30 days from the billing date, further a charge of Rs. 500/- per month shall be levied for storing transaction / title documents.
Validity	This consent is valid for a period of 3 months from the date of this letter and in the event of the issue not being placed or in the event of any increase in the size of the issue or any structural change, a fresh letter of revalidation from the Trustees will be necessary and earlier consent letter would stand ipso facto/automatically withdrawn/revoked without any further communication/reference to you.

Any enforcement consequent to the event of default (EOD) would attract separate charges.

Assure you of our best services at all times.

Yours faithfully,

For Vardhman Trusteeship Private Limited

Authorised Signatory

We accept the above Terms
For IIFL Samasta Finance Limited

Authorised Signatory

As per recent Goods and Service Tax guidelines, VTPL would be required to pay the applicable Goods and Service Tax on the amounts / charges payable to us as indicated above. Please note that the company will be liable to pay all such charges even in the event of cancellation of the aforesaid transaction. Therefore, no refund of any statutory dues already paid would be made

ANNEXURE IV - BOARD AND COMMITTEE RESOLUTION



CERTIFIED TRUE COPY OF THE EXTRACT OF THE MINUTES OF THE SEVENTH BOARD MEETING OF THE DIRECTORS OF IIFL SAMASTA FINANCE LIMITED ("THE COMPANY") FOR THE FINANCIAL YEAR 2024-25 HELD ON TUESDAY, MARCH 25, 2025, AT 11:30 A.M AT THE REGISTERED OFFICE OF THE COMPANY SITUATED AT 110/3, LALBAGH MAIN ROAD, KRISHNAPPA LAYOUT, BANGALORE - 560027, KARNATAKA, INDIA

CONSIDERATION, REVIEW AND APPROVAL OF FUND RAISING BY WAY OF ISSUANCE OF NON-CONVERTIBLE SECURITIES ON PRIVATE PLACEMENT BASIS FOR THE FINANCIAL YEAR 2025-26

The Board was informed of the proposal to set a limit for the Issuance of Non-Convertible Securities on Private Placement basis pursuant to the provisions of Section 42 of the Companies Act, 2013 for the Financial Year 2025-26. It was informed that considering the growth of the Company and need for funds, the Board was requested to approve the issuance of Non-Convertible Securities and it shall not at any time exceed Rs. 4000 crores in the Financial Year 2025-26.

In context of the aforesaid, the Board considered and approved the aforesaid and passed the following resolutions unanimously:

"RESOLVED THAT in accordance with Section 42, 71, 179(3)(c) and other applicable provisions, if any, of the Companies Act, 2013 and in accordance with Rule 14(2) and other applicable provisions of Companies (Prospectus and Allotment of Securities) Rules, 2014, Companies (Share Capital and Debentures) Rules, 2014, SEBI (Issue & Listing of Debt Securities) Regulations, 2008, the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015, the Master Direction - Non-Banking Financial Company –Systemically Important Non-Deposit taking Company and Deposit taking Company (Reserve Bank) Directions, 2016 including guidelines Issued by Reserve Bank of India for Raising Money through Private Placement of Non-Convertible Debentures (NCDs) by NBFCs and all other rules, regulations, guidelines, notifications, clarifications and circulars, if any, issued by any Statutory/Regulatory Authority, as may be applicable, and the memorandum and articles of association of the Company and subject to approval of the members of the Company and the consents, approvals, permissions and sanctions of the concerned statutory and regulatory authorities, if and to the extent necessary, the consent of the Board of Directors of the Company be and is hereby accorded to create, offer, invite, issue, subscribe, allot unsecured or subordinated, perpetual or non-perpetual, listed or unlisted, secured or unsecured, non-convertible debentures, (hereinafter collectively referred as "Securities") on a private placement basis, in one or more modes or combinations thereof and in one or more series or tranches, during a period of one year from the date of shareholder's resolution for approval of issue of NCDs under private placement, with or without security, up to an amount not exceeding ₹4000,00,00,000/- (Rupees Four Thousand Crore only) on such terms and conditions at par, premium or discount, to such person or persons, including one or more companies, bodies corporate(s), statutory corporations, commercial banks, lending agencies, financial institutions, insurance companies, mutual funds, alternative investment funds, pension/provident funds and individuals, as the case may be as the Board of Directors of the Company ("the Board", which term shall include any committee which the Board may constitute to exercise its powers including the powers conferred under this Resolution) may decide in its absolute discretion.

IIFL Samasta Finance Limited (formerly "Samasta Microfinance Limited")
Regd. & Head Office: 110/3, Lalbagh Main Road, Krishnappa Layout, Bengaluru 560027, Karnataka. T: +91 80 4291 3500
Corporate Office: 37A, Sannathi Street, Theraadi, Thiruvotriyur, Chennai 600019, Tamil Nadu

CIN:U65191KA1995PLC057884

www.iiflsamasta.com



RESOLVED FURTHER THAT the Issue and Allotment Committee of the Board of Directors be and are hereby authorized to undertake all acts, deeds and things as may be required, in respect of issuance of NCDs including but not limited to:

- i. To identify/select class of person /investor to whom such Securities to be issued;
- ii. to determine the terms of the issue including issue size, tranches, face value, issue price, number of NCDs to be allotted, rate of interest, premium/ discount, tenor, redemption period, rating, security, mode of issuance, objects of the issue, etc.;
- iii. negotiate, approve of and decide the terms and conditions of the issue of the said debentures;
- iv. execute term sheet/s;
- v. finalize terms and conditions of the appointment of an arranger, a debenture trustee, a registrar and transfer agent, a credit rating agency, a depository and such other intermediaries as may be required to be appointed, including their successors and their agents;
- vi. secure, if required, the amounts to be raised pursuant to the issue of the Debentures, together with all interest and other charges accrued thereon as may be required in terms of the issuance of the Debentures;
- vii. the appointment of National Securities Depository Limited ("NSDL") and/or Central Depository Services (India) Limited ("CDSL") as the depositories for the proposed issuance of the Debentures;
- viii. authorise various persons from time to time to sign and execute the transaction documents to be executed in relation to the Debentures;
- ix. decide upon the date of opening and closing of the debenture issue and the period for which the aforesaid issue will remain open;
- x. finalize the date of allocation and deemed date of allotment of the debentures;
- xi. negotiate, execute, file and deliver any documents, instruments, deeds, amendments, papers, applications, notices or letters as may be required in connection with the debenture issue and deal with regulatory authorities in connection with the debenture issue including but not limited to SEBI, Registrar of Companies, Ministry of Corporate Affairs, Company Law Board, Stock Exchange(s) and such other authorities as may be required;
- xii. including without limitation, approve, negotiate, sign, execute, amend, supplement and / or issue the following:
 - a. information memorandum / private placement offer letter/ shelf disclosure document /disclosure document for the Debenture Issue (the "Information Memorandum");
 - b. tripartite agreement between the Company, the depository and the registrar and transfer agent;
 - c. the memorandum of understanding between the Company and the registrar and transfer agent;
 - d. debenture certificate for the debentures;
 - e. debenture trust deed, mortgage, deed, deed of hypothecation and other requisite documents for the creation of a security over the Company's movable properties and assets, (including any powers of attorney in connection thereto);
 - f. documents for opening of bank accounts and issuing instructions of bank accounts related thereto in connection with the Debentures including without limitation for the purposes of recognizing the rights of the debenture trustee to operate such bank accounts;
 - g. any other documents required for the purposes of the debenture issue and the transactions contemplated thereby, including but not limited to letters of undertaking, declarations, agreements, reports; and

IIFL Samasta Finance Limited (formerly "Samasta Microfinance Limited")
Regd. & Head Office: 110/3, Lalbagh Main Road, Krishnappa Layout, Bengaluru 560027, Karnataka. T: +91 80 4291 3500
Corporate Office: 37A, Sannathi Street, Theradi, Thiruvotriyur, Chennai 600019, Tamil Nadu

CIN:U65191KA1995PLC057884

www.iiflsamasta.com



- h. any other document designated as a security document by the debenture trustee.
- xiii. approve allotment of the NCDs;
- xiv. buy back / redeem / repurchase of the NCDs in case of put option and reissue of same to the new investors;
- xv. do all acts necessary for the proposed listing of the debentures in accordance with the terms set out in the Information Memorandum, wherever applicable;
- xvi. delegate any of the powers so conferred upon the Committee in respect of the issuance of NCDs on private placement to any directors or officers of the Company, including by the grant of power of attorney;
- xvii. seeking, if required, the consent of the Company's lenders, parties with whom the Company has entered into various commercial and other agreements, all concerned government and regulatory authorities in India and any other consents that may be required in connection with the issue and allotment of the NCDs; and
- xviii. do all other acts, deeds and things as may be deemed necessary to give effect to the foregoing and the other terms of this resolution.

RESOLVED FURTHER THAT any one of the Director or the Company Secretary of the Company, be and are hereby severally authorized to file necessary forms and returns as may be required/ necessary with the Registrar of Companies and to furnish the certified to be true copies of the foregoing resolution by any of the Directors or the Company Secretary to such parties as may be deemed necessary for their information and records".

//Certified True Copy//

For IIFL Samasta Finance Limited

SHIVAPRA Digitally signed by
SHIVAPRAKASH
DEVIAH
KASH
DEVIAH Date: 2025.06.19
18:19:02 +05'30'

Shivaprakash Deviah
Whole-time director
DIN: 02216802

Place: Bengaluru
Date: June 19, 2025

For IIFL Samasta Finance Limited

VARADH Digitally signed
by
VARADHARAJAN
ABHINAY
A
ARAJAN
ABHINAY
A Date: 2025.06.19
18:20:22 +05'30'

V Abhinaya
Company Secretary & Compliance Officer
M. No: A56919

ISSUANCE AND ALLOTMENT COMMITTEE RESOLUTION



CERTIFIED TRUE COPY OF THE EXTRACT OF THE RESOLUTION PASSED AT THE MEETING OF THE ISSUANCE AND ALLOTMENT COMMITTEE ("COMMITTEE") OF THE BOARD OF DIRECTORS OF IIFL SAMASTA FINANCE LIMITED ("THE COMPANY") HELD ON WEDNESDAY, 21ST JANUARY 2026, AT 04.30 P.M. AT THE REGISTERED OFFICE OF THE COMPANY SITUATED AT 110/3, LALBAGH MAIN ROAD, KRISHNAPPA LAYOUT, BENGALURU- 560027, KARNATAKA, INDIA

TO CONSIDER AND APPROVE THE RE-ISSUANCE UP TO 75,000 (SEVENTY FIVE THOUSAND) LISTED, RATED, SENIOR, SECURED, TRANSFERABLE, REDEEMABLE, NON-CONVERTIBLE DEBENTURES ("DEBENTURES") EACH HAVING A FACE VALUE OF INR 10,000/- (INDIAN RUPEES TEN THOUSAND ONLY), RE-ISSUED AT ISSUE PRICE OF INR 10,012.67/- (INDIAN RUPEES TEN THOUSAND AND TWELVE POINT SIX SEVEN ONLY) (INCLUSIVE OF ACCRUED INTEREST OF INR 12.67/- (INDIAN RUPEES TWELVE POINT SIX SEVEN ONLY)) PER DEBENTURE AGGREGATING TO INR 75,09,50,250/- (INDIAN RUPEES SEVENTY FIVE CRORE NINE LAKH FIFTY THOUSAND TWO HUNDRED AND FIFTY ONLY) (INCLUSIVE OF ACCRUED INTEREST OF INR 9,50,250/- (INDIAN RUPEES NINE LAKH FIFTY THOUSAND TWO HUNDRED AND FIFTY ONLY)) ("NCDs" OR "DEBENTURES") UNDER ORIGINAL ISIN INE413U07442.

*RESOLVED THAT pursuant to the powers delegated by the Board of Directors of the Company (the "Board") to the Issuance and Allotment Committee and as per the Terms of Reference ("ToR") approved by the Board at its meeting held on April 24, 2024 and resolution passed by Board at its meeting held on March 25, 2025, and pursuant to the approval of the shareholders of the Company obtained at Extra Ordinary General Meeting held on March 26, 2025, for issue of Non-Convertible Debt securities of the Company pursuant to Section 42 of the Companies Act, 2013; Section 180(1)(c) of the Companies Act, 2013; and pursuant to Section 180(1)(a) of the Companies Act, 2013, and in accordance with the provisions of the Memorandum and Articles of Association of the Company, the Companies Act, 2013 and the Rules framed there under (including modifications, amendments thereto or enactment thereof from time to time), applicable Regulations of the Reserve Bank of India and the Securities and Exchange Board of India, the approval of the Committee be and is hereby accorded to raise funds by offer of 75000 (Seventy Five Thousand) Listed, Rated, Senior, Secured, Transferable, Redeemable, Non-Convertible Debentures ("Debentures") of Face Value of INR 10,000/- (Indian Rupees Ten Thousand Only), re-issued at issue price of INR 10,012.67/- (Indian Rupees Ten Thousand and Twelve Point Six Seven Only) (inclusive of accrued interest of INR 12.67/- (Indian Rupees Twelve Point Six Seven only)) per debenture aggregating to INR 75,09,50,250/- (Indian Rupees Seventy Five Crore Nine Lakh Fifty Thousand Two Hundred and Fifty only) (inclusive of accrued interest of INR 9,50,250/- (Indian Rupees Nine Lakh Fifty Thousand Two Hundred and Fifty only)) ("NCDs" or "Debentures") under original ISIN INE413U07442 for a tenure of 36 Months (Thirty Six) or such other tenure as may be decided by the Company and investors and having a coupon payable at the rate of 9.25 % (Nine point Two Five per cent) per annum payable monthly or such other rate as may be decided by the Company and investors, for cash, at par, in dematerialized form and on a private placement basis (the "Issue") and such other terms and conditions to be set out in the debenture trust deed to be entered into by and between the Company and Vardhman Trusteeship Private Limited ("Debenture Trustee") (collectively "Debenture Trust Deed") and as maybe specified in the Term Sheet placed before the Committee.

RESOLVED FURTHER THAT the Company do hereby negotiate and finalize the terms and conditions for appointment of Vardhman Trusteeship Private Limited as a Debenture Trustee in respect of the issuance, offer and allotment of the Debentures on such terms and conditions as may be agreed between the Company and the Debenture Trustee in the Debenture Trustee agreement to be executed by the Company in favour of the Debenture Trustee ("Debenture Trustee Agreement"); National Securities Depository Limited ("NSDL") and Central Depository Services (India) Limited ("CDSL") as the depositories for the issue, offer and allotment of Debentures; MUFG Intime India Private Limited

IIFL Samasta Finance Limited

Regd. & Head Office: 110/3, Lalbagh Main Road, Krishnappa Layout, Bengaluru 560027, Karnataka, T: +91 80 4221 3500
Corporate Office: Ground Floor, 5/C/DP-01 BlueMaze Apartments, 5, Anai Murugesan Nagar Main Road, Near GK1 Post office, Zariin PSEVaram, pallavaram, Kanchipuram, Tamilnadu - 605117

CIN:U65191KA1995PLC057884

www.iifl-samasta.com



(formerly known as Link Intime India Private Limited) as a registrar and transfer agent; a credit rating agency: Ski Capital Services Limited as the Merchant Banker and such other intermediaries as may be required to be appointed, including their successors and their agents.

RESOLVED FURTHER THAT, Mr. Venkatesh N., Managing Director of the Company, Mr. Anantha Kumar T., Chief Financial Officer of the Company, Mrs. V Abhinaya., Company Secretary and Compliance Officer of the Company and Mr. Mohan Kumar G., Head Treasury of the Company, ("Authorized Officers") be and are hereby severally authorized:

- (i) to do all such acts, deeds and things as the Authorized Officers may deem necessary or desirable in connection with the issue, offer and allotment of the Debentures;
- (ii) seeking, if required, any approval, consent or waiver from any/all concerned government and regulatory authorities, and/or any other approvals, consent or waivers that may be required in connection with the issue, offer and allotment of the Debentures;
- (iii) negotiate, approve of and decide the terms and conditions of the Issue of Debentures;
- (iv) finalize and execute the term sheet;
- (v) seeking the listing of the Debentures on the Stock Exchange, submitting the listing application to the Stock Exchange and taking all actions that may be necessary in connection with obtaining such listing;
- (vi) finalize terms and conditions of the appointment of a debenture trustee, a registrar and transfer agent, a credit rating agency, a depository and such other intermediaries as may be required to be appointed, including their successors and their agents;
- (vii) authorize the maintenance of a register of holders of the Debentures;
- (viii) finalize the date of allocation and deemed date of allotment of the Debentures;
- (ix) negotiate, execute, file and deliver any documents, instruments, deeds, amendments, papers, applications, notices or letters as may be required in connection with the Issue and deal with regulatory authorities in connection with the Issue including but not limited to SEBI, Registrar of Companies, Ministry of Corporate Affairs, NSE and such other authorities as may be required;
- (x) to generally do any other act or deed, to negotiate and execute any documents, applications, agreements, undertakings, deeds, affidavits, declarations and certificates and to give such directions as it deems fit or as may be necessary or desirable with regard to this Issue;
- (xi) to execute all documents, file forms with, make applications with the Stock Exchange, the Registrar of Companies, or any depository or any authority as may be required from time to time;
- (xii) sign and/or despatch all documents and notices to be signed and/or despatched by the Company under or in connection with the Transaction Documents;
- (xiii) to take all steps and do all things and give such directions as may be required, necessary, expedient or desirable for giving effect to the Transaction Documents, the transactions contemplated therein and the resolutions mentioned herein;
- (xiv) including without limitation, approve, negotiate, sign, execute, amend, supplement and/or issue the following:



IIFL Samasta Finance Limited
Regd. & Head Office: 110/3, Lalbagh Main Road, Kriehneppa Layout, Bengaluru 560027, Karnataka. T: 491 30 421 3500
Corporate Office: Ground Floor, S/C/DP-01 Blue Moon Apartment, 5, And Murugan Nagar Main Road, Near Old Post office, Termi Palayam, Palayam,
Kanchipuram, Tamilnadu - 600117

CINC065191KA1995PL0057884

www.iiflsamasta.com



A. Placement memorandum / disclosure document and for the Debenture Issue (the **Placement Memorandum/Key Information Document**) and the private placement offer letter;

B. tripartite agreement between the Company, the depository and the registrar and transfer agent;

C. the memorandum of understanding between the Company and the registrar and transfer agent;

D. Debenture certificate for the Debentures, if applicable;

E. Debenture trust deed, debenture trustee agreement, and any other documents in relation thereto (collectively, the **Transaction Documents**);

F. documents for opening of bank accounts and issuing instructions of bank accounts related thereto in connection with the Debentures including without limitation for the purposes of recognizing the rights of the debenture trustee to operate such bank accounts;

G. any other documents required for the purposes of the Issue and the transactions contemplated thereby, including but not limited to letters of undertaking, declarations, agreements, reports; and

H. any other document as required by the debenture trustee.

(xv) do all act necessary for the proposed listing of the Debentures in accordance with the terms set out in the Placement Memorandum/Key Information Document and the Transaction Documents; and

(xvi) do all other acts, deeds and things as may be deemed necessary to give effect to the foregoing and the other terms of this resolution.

RESOLVED FURTHER THAT the Authorized Officers be and are hereby severally authorized to take all necessary steps relating to the creation, perfections and registration of charges and also to sign and submit the necessary forms with the Registrar of Companies and other relevant governmental authorities.

RESOLVED FURTHER THAT, any one of the Directors of the Company be and are hereby severally authorized to record the name of holder of the Debentures in the register of debenture holders and to undertake such other acts, deeds and acts as may be required to give effect to the issuance, allotment and listing of the Debentures.

RESOLVED FURTHER THAT the Company be and is hereby authorized to open any bank accounts with such bank or banks in India as may be required in connection with the Issue and that any one of Authorized Officers, be and are hereby authorized to sign and execute the application form and other documents required for opening the said account/s, to operate the said account/s, and to give such instructions including closure thereof as may be required and deemed appropriate by them, and that the said bank/s be and is/are hereby authorized to honor all cheques and other negotiable instruments drawn, accepted or endorsed and instructions given by any of the Authorized Officers on behalf of the Company."



IIFL Samasta Finance Limited

Regd. & Head Office: 110/3, Labagh Main Road, Kishorepeta Layout, Bengaluru 560027, Karnataka. T: +91 80 4251 3500
Corporate Office: Ground Floor, 5/C/DH01 Blue Moon Apartment, 3, And MunaganNagar Main Road, New DM Post office, Zareen Palawaram, palawara
Kanchiopuram, Tirubhodu - 600117

CIN:U66101KA1995PLC067004

www.iiflsamasta.com



a) Declaration of Trust and appointment of Debenture Trustee, Registrar Transfer Agent and Merchant Banker to the issue (RTA):

"RESOLVED THAT pursuant to the Companies Act, 2013 and the rules made thereunder, the Company do and hereby constitute a trust for the purpose of issue of the Debentures.

RESOLVED FURTHER THAT the approval of the Committee be and is hereby accorded to appoint VARDHMAN TRUSTEESHIP PRIVATE LIMITED, as the debenture trustee; MUG INTIME INDIA PRIVATE LIMITED ("FORMERLY KNOWN AS LINK INTIME INDIA PRIVATE LIMITED"), as the Registrar & Transfer Agent and SKI CAPITAL SERVICES LIMITED as the Merchant Banker, in connection with the Issue and as the debenture trustee in connection with any and or undertakings issued or proposed to be issued pursuant to the debenture trust deed or any transactions contemplated therein for the benefit of holders of the Debentures.

RESOLVED FURTHER THAT the Authorized Officers be and are hereby severally authorized to execute the debenture trustee agreement, the debenture trust deed and the other Transaction Documents in relation to the Issue and such other documents, applications, undertakings, deeds, and declarations as may be required and to give such directions as may be deemed fit or as may be necessary or desirable with regard to this Issue."

b) Application for issue of Debentures in Dematerialised form:

I. Admission of Securities with NSDL and/or CDSL:

"RESOLVED THAT pursuant to the Debt Listing Regulations, the Company do and hereby seek admission of non-convertible debentures, to be issued by the Company, to the depository system of NSDL and/or CDSL to issue the non-convertible debentures in dematerialised form.

RESOLVED FURTHER THAT the Authorized Officers be and are hereby severally authorized to do acts and deeds as necessary to give effect to the above resolution."

c) Approval of Key Information Document and Any Other Document as required.

"RESOLVED THAT the Authorized Officers be and are hereby severally authorized to approve and finalize, on behalf of the Company, the terms of the Placement Memorandum/Key Information Document and the private placement offer letter to be provided to the identified investors that propose to subscribe to the Debentures on a private placement basis, and to sign and execute the aforementioned documents on behalf of the Company.

RESOLVED FURTHER THAT the Authorized Officers be and are hereby severally authorized to pay all stamp duty required to be paid for the Debenture Issue in accordance with the laws of the Republic of India and procure the stamped documents from the relevant governmental authorities.

RESOLVED FURTHER THAT, the Authorized Officers be and are hereby severally authorized to approve and finalize, sign, execute and deliver documents in relation to the Issue as set out in this resolution and such other agreements, deeds, undertakings, indemnity and documents as may be required by the debenture trustee, or any of them in connection with the Debentures to be issued by the Company.

IIFL Samasta Finance Limited

Regd. & Head Office: 110/3, Lalbagh Main Road, Whitefield Layout, Bengaluru 560027, Karnataka. T: +91 80 4951 3100
Corporate Office: Ground Floor, 3/C/3B-01 Blue Moon Apartment, 5, Ann Murugan Nagar Main Road, Near Old Post office, Zanja Pallevaran, Palakkad
Kancheepuram, Tamilnadu - 686117



CIN:U62191KA1995PLC047884

www.iiflsamasta.com



RESOLVED FURTHER THAT, the Authorized Officers be and hereby severally authorized to register or lodge for registration upon execution documents, letter(s) of undertakings, declarations, and agreements and other papers or documents as may be required in relation to any of the above with any registering authority or governmental authority competent in that behalf.

RESOLVED FURTHER THAT, the Authorized Officers be and are hereby severally authorized to affix the Seal of the Company, if required, on the documents related to Issue (including the Transaction Documents), and any of the said agreements and documents, and any further documents and agreements as may be required from time to time.

RESOLVED FURTHER THAT any of the Directors of the company be and are hereby authorized to delegate the powers as may be deemed necessary to do such acts and execute such documents as may be required in connection with any of the matters relating to the Issue of the Debentures.

RESOLVED FURTHER THAT certified true copy of the aforesaid resolution by any one of the Directors of the Company be and are hereby severally authorized to give effect to the above resolution."

// Certified True Copy //

For IIFL Samasta Finance Limited:

A handwritten signature in blue ink, appearing to read "V Abhinaya".

V Abhinaya
Company Secretary & Compliance Officer
M. No: A56919



Date: January 21, 2026
Place: Bengaluru

IIFL Samasta Finance Limited

Regd. & Head Office: 110/3, Lalbagh Main Road, Kitehnappe Layout, Bengaluru 560022, Karnataka. T: +91 80 4791 2502
Corporate Office: Ground Floor, 5/C/DP-01 Blue Moon Apartment, E. And Murgan Nagar Main Road, Near Old Post Office, Zarin Pallyasam, pallavara
Kancheepuram, Tamilnadu - 600117.

CIN:U98191KA1995PL0057884

www.iiflsamasta.com

ANNEXURE V - SHAREHOLDERS RESOLUTION



CERTIFIED TRUE COPY OF EXTRACTS OF THE MINUTES OF THE SECOND (2ND) EXTRA ORDINARY GENERAL MEETING OF IIFL SAMASTA FINANCE LIMITED (Erstwhile Samasta Microfinance Limited) FOR THE FINANCIAL YEAR 2023-24, HELD ON WEDNESDAY, JANUARY 24, 2024 AT 10:00 A.M. AT THE REGISTERED OFFICE OF THE COMPANY SITUATED AT NO.110/3, LALBAGH MAIN ROAD, KRISHNAPPA LAYOUT, BENGALURU-560027

INCREASE IN BORROWING LIMITS OF THE COMPANY:

"RESOLVED THAT, in supersession of all earlier resolutions to the effect, pursuant to the provisions of section 180(1)(c) of the Companies Act 2013 ("Act") and all other applicable provisions if any, or any other law for the time being in force (including any statutory modification(s) or amendments(s) thereto or re-enactment thereof for the time being in force) and in terms of Articles of Association of the Company and the consent of the Members be and is hereby accorded to increase the borrowing limit of such sum or sums of monies and for availing all kinds and types of borrowings, loans, advances and credit facilities including issuance of debentures and other debts instruments, (apart from temporary loans from the company's bankers), from time to time, from the existing limit of Rs.15,000 crores (Rupees Fifteen Thousand Crores Only) to Rs.20,000 crores (Rupees Twenty Thousand Crores Only) outstanding at any point of time on account of principal, for and on behalf of the Company, from its bankers, other banks, NBFCs, financial institutions, companies, firms, bodies corporate, or from any other person, in Indian rupees or any foreign currencies, as may be permitted under applicable laws, whether unsecured or secured.

RESOLVED FURTHER THAT in supersession of all earlier resolutions to the effect ,pursuant to the provisions of section 180(1) (a) of the Companies Act 2013 ("Act") and all other applicable provisions if any, or any other law for the time being in force (including any statutory modification or amendment thereto or re-enactment thereof for the time being in force) and in terms of Articles of Association of the Company, the consent of the Members be and is hereby accorded (which term shall be deemed to include any such committee which the Board may constitute/ authorize for this purpose) for mortgaging/ charging/hypothecating all or any of the immovable and movable properties and assets of the Company both present and future and the whole or substantially the whole of the undertakings of the Company on such terms and conditions, as may be agreed to between the Board and Lender(s))/ agent(s), and debenture holders debenture trustee(s), security trustee or holders of other instruments to secure the loans/ borrowings/credit facilities obtained or as may be obtained or debentures/ bonds and other instruments issued or to be issued by the company to or in favour of the financial institutions, non-banking finance companies, co-operative banks, investments institution and their subsidiaries, banks, mutual funds, trusts and other bodies corporate or trustees for the holders of debentures/ bonds and/ or other instruments, which may exceed the paid-up capital and free reserves provided that the total amount of monies borrowed/ credit facilities availed shall not at any time exceed a sum of Rs.15,000 crores (Rupees Fifteen Thousand Crores Only) outstanding at any point of time together with interest thereon at the respective agreed rates, compounded rates, additional interest, liquidated damages, commitment charges, remuneration of agent(s), security trustee, premia on pre-payment or on redemption, costs, charges, expenses, including any increase as a result of devaluation / revaluation / fluctuation in the rates of exchange and all other monies payable by the

IIFL Samasta Finance Limited (formerly "Samasta Microfinance Limited")
Regd. & Head Office: 110/3, Lalbagh Main Road, Krishnappa Layout, Bengaluru 560027, Karnataka. T: 491 80 4291 3500
Corporate Office: 37A, Sannathi Street, Theraadi, Thiruvotriyur, Chennai 600019, Tamil Nadu

CIN:U65191KA1995PLD057884

www.iiflsamasta.com



Company to the lender(s) / agent(s) / security trustee(s) / financial institutions / banks / other investors under the arrangements entered into/to be entered by the Company in respect of the said loans, bonds, securities or other instruments."

RESOLVED FURTHER THAT, any Director or Company Secretary of the company be and are hereby severally authorized to file necessary forms with ROC and other authorities and to do all such acts, deeds and things in this regard to give effect to the above resolution/s.

//Certified True Copy//

For IIFL Samasta Finance Limited

Sd/-
Manoranjan Biswal
Company Secretary and Chief Compliance Officer

Place: Bengaluru



CERTIFIED TRUE COPY OF THE EXTRACT OF THE MINUTES OF THE THIRD EXTRA-ORDINARY GENERAL MEETING OF THE MEMBERS OF IIFL SAMASTA FINANCE LIMITED ("THE COMPANY") FOR THE FINANCIAL YEAR 2024-25 HELD ON WEDNESDAY, MARCH 26, 2025, AT 3:00 P.M AT THE REGISTERED OFFICE OF THE COMPANY SITUATED AT 110/3, LALBAGH MAIN ROAD, KRISHNAPPA LAYOUT, BANGALORE - 560027, KARNATAKA, INDIA

APPROVAL OF THE LIMIT OF ISSUANCE OF NON-CONVERTIBLE SECURITIES ON PRIVATE PLACEMENT BASIS FOR THE FINANCIAL YEAR 2025-2026

"RESOLVED THAT pursuant to the provisions of Section 23, 42, 71 and 179 and other applicable provisions, if any, of the Companies Act, 2013 (the "Act"), read with Rule 14 of the Companies (Prospectus and Allotment of Securities) Rules, 2014 and other applicable provisions, rules, regulation, guidelines, notification, clarifications, circulars if any of the Companies Act, 2013 (including any statutory modifications or re-enactments thereof, for the time being in force) and pursuant to SEBI (Issue and Listing of Debt Securities) Regulations, 2008 and SEBI (Listing Obligations and Disclosures Requirement), 2015, as may be amended from time to time, and in accordance with the provisions of the Memorandum and Articles of Association of the Company and as may be amended from time to time and other applicable SEBI Rules and Regulations, as amended from time to time and subject to the provisions of relevant Reserve Bank of India (RBI) Directions, Rules and Regulations, and further subject to the provisions of any other applicable statutes, Regulations, if any, subject to the provisions of the Memorandum & Articles of Association of the Company and subject to the approval, consent, permission, exemption and/or sanction of the appropriate authorities, institutions or bodies, as may be necessary and subject to such conditions, as may be prescribed by any of them while granting any such approval, consent, permission, exemption or sanction, approval of the Members be and is hereby accorded to the Board of Directors of the Company (hereinafter referred to as 'the Board' which term shall be deemed to include any Committee which the Board may have constituted or hereinafter constitute to exercise its powers including the powers conferred by this Resolution) to create, offer, invite, issue and allot Secured/ Unsecured/ Listed/ Unlisted/ Rated/ Unrated/ Non-Convertible Debentures including Market Linked/ Subordinated Debentures/ Perpetual Debentures/ Fixed Maturity Debentures (hereinafter collectively referred as "Securities") on a private placement basis during a period of one year from the date of passing of this Resolution up to an amount not exceeding ₹4,000 Crore (Rupees Four Thousand Crores only) to the eligible investors, in one or more tranches, on such terms and conditions as may be determined by the Board, from time to time, and subject to compliance with the applicable law, rules, directions issued by the government or any other regulatory authority, in this regard, however at any given point of time the aggregate limit of funds raised/ to be raised by the Company, including issue of Debentures shall not exceed the overall borrowing limits of ₹20,000 Crores (Rupees Twenty Thousand Crores Only) as approved by the members of the Company at the Extraordinary General Meeting of the Company held on January 24, 2024.

RESOLVED FURTHER THAT consent of the members of the Company be and is hereby accorded to the Board of Directors or Issue and Allotment Committee or any authorized committee thereof, to determine and consider the terms that are proper and most beneficial to the Company including, without limitation, the terms of issue including the class of investors to whom the Securities are to be issued, time, securities to be offered, the number of securities, tranches, issue price, tenor, interest rate, premium/

IIFL Samasta Finance Limited (formerly "Samasta Microfinance Limited")
Regd. & Head Office: 110/3, Lalbagh Main Road, Krishnappa Layout, Bengaluru 560027, Karnataka. T: +91 80 4291 3500
Corporate Office: 37A, Sannathi Street, TheraDi, Thiruvottriyur, Chennai 600019, Tamil Nadu

CIN:U65191KA1995PLC067884

www.iiflsamasta.com



discount, listing, utilization of the issue proceeds and to do all such acts and things and deal with all such matters and take all such steps as may be necessary and to sign and execute any deeds / documents / undertakings / agreements / papers / writings, as may be required in this regard and matters connected therewith or incidental thereto, without being required to seek any further consent or approval of the Members of the Company.

RESOLVED FURTHER THAT Mr. Venkatesh N., Managing Director, Mr. Shivaprakash D., Whole Time Director, Company Secretary, Chief Financial Officer be and are hereby severally authorized to do all such acts, deeds, matters, and things as may arise for the implementation of the aforesaid resolution including filing of relevant forms with regulators and for all matters connected therewith and to further execute all such agreements, documents, instruments, applications etc. as may be required, with power to settle all questions, difficulties or doubts that may arise in regard to the aforesaid resolution as it may in its sole discretion deem fit and to delegate all or any of its powers herein conferred to any of the Directors and/or officers or the Management Committee of the Board to give effect to this resolution.”

//Certified True Copy//

For IIFL Samasta Finance Limited

VARADHA Digitally signed by
RAJAN VARADHARAJAN
ABHINAYA
ABHINAYA
Date: 2025.07.11
16:31:07 +05'30'

V Abhinaya
Company Secretary & Compliance Officer
M. No: A56919

Place: Bengaluru
Date: July 11, 2025

IIFL Samasta Finance Limited (formerly "Samasta Microfinance Limited")
Regd. & Head Office: 110/3, Lalbagh Main Road, Krishnappa Layout, Bengaluru 560027, Karnataka. T: +91 80 4291 3500
Corporate Office: 37A, Sannathi Street, Theradi, Thiruvotriyur, Chennai 600019, Tamil Nadu

CIN:U65191KA1995PLC057884

www.iiflsamasta.com

ANNEXURE VI - DUE DILIGENCE CERTIFICATE IN ANNEXURE A FROM DEBENTURE TRUSTEE



**VARDHMAN**
TRUSTEESHIP PVT LTD
Nurturing & Protecting Your Trust

Ref No: 2514/OPR/VTPL/DEB/2025-26

Date: 23rd January 2026

To,
National Stock Exchange of India Ltd.,
Exchange Plaza, C-1, Block G,
Bandra Kurla Complex, Bandra (E)
Mumbai – 400 051

Dear Sir / Madam

SUB: ISSUE OF LISTED, RATED, SENIOR SECURED, TRANSFERABLE, REDEEMABLE NON-CONVERTIBLE DEBENTURES ("NCDs" or "DEBENTURES") AGGREGATING TO INR. 75 CRORES (RUPEES SEVENTY-FIVE CRORES) (THE "ISSUE") TO BE ISSUED BY IIFL SAMASTA FINANCE LIMITED (THE "ISSUER")

We, the debenture trustee(s) to the above-mentioned forthcoming issue state as follows:

1. We have examined documents pertaining to the said issue and other such relevant documents, reports, and certifications.
2. On the basis of such examination and of the discussions with the Issuer, its directors and other officers, other agencies and on independent verification of the various relevant documents, reports, and certifications:

We confirm that:

- a) The Issuer has made adequate provisions for and/or has taken steps to provide for adequate security for the debt securities to be issued and listed.
- b) The Issuer has obtained the permissions / consents necessary for creating security on the said property (ies).
- c) The Issuer has made all the relevant disclosures about the security and its continued obligations towards the holders of debt securities.
- d) Issuer has adequately disclosed all consents/ permissions required for creation of further charge on assets in offer document or private placement memorandum/ information memorandum and all disclosures made in the offer document or private placement memorandum/ information memorandum with respect to creation of security are in confirmation with the clauses of debenture trustee agreement.
- e) Issuer has disclosed all covenants proposed to be included in debenture trust deed (including any side letter, accelerated payment clause etc.), offer document or private placement memorandum.
- f) Issuer has given an undertaking that charge shall be created in favor of debenture trustee as per terms of issue before filing of listing application.

We have satisfied ourselves about the ability of the Issuer to service the debt securities.

Place: Mumbai

FOR VARDHMAN TRUSTEESHIP PRIVATE LIMITED

Date: 23rd January 2026



YOGESH LIMBACHIYA
[AVP-COMPLIANCE & OPERATIONS]

Registered Office Unit No. 4E, The Capital C-70 G Block, Bandra Kurla Complex, Bandra (East), Mumbai - 400 051. Mumbai Bengaluru Kolkata New Delhi Chennai

+91 22 4264 8335 / +91 22 4094 0632

corporate@vardhmantrustee.com www.vardhmantrustee.com

CIN: U45893MH2010PTC044777

ANNEXURE VII - IN PRINCIPLE APPROVAL RECEIVED FROM STOCK EXCHANGE



National Stock Exchange Of India Limited

Ref. No.: NSE/LIST/8881

March 21, 2025

The Compliance Officer
IIFL Samasta Finance Limited
110/3, Lalbagh Main Road,
Krishnappa Layout,
Bengaluru 560 027
Karnataka

Dear Sir/Madam,

Sub.: In-principle approval for listing of Non-Convertible Securities on private placement basis

This is with reference to your application requesting in-principle approval for General Information Document dated March 20, 2025 for proposed listing of Non-Convertible Securities on private placement basis to be issued in various tranches by IIFL Samasta Finance Limited. In this regard, the Exchange is pleased to grant in-principle approval for the said issue, subject to adequate disclosures to be made in the General Information Document / Key Information Document in terms of SEBI (Issue and Listing of Non-Convertible Securities) Regulations, 2021 as amended from time to time, applicable SEBI Circulars and other applicable laws in this regard and provided the Company prints the Disclaimer Clause as given below in the General Information Document / Key Information Document after the SEBI disclaimer clause:

“As required, a copy of this General Information Document / Key Information Document has been submitted to National Stock Exchange of India Limited (hereinafter referred to as NSE). It is to be distinctly understood that the aforesaid submission or in-principle approval given by NSE vide its letter via ref. No.: NSE/LIST/8881 dated March 21, 2025 or hosting the same on the website of NSE in terms of SEBI (Issue And Listing of Non-Convertible Securities) Regulations, 2021 as amended from time to time, should not in any way be deemed or construed that the document has been cleared or approved by NSE; nor does it in any manner warrant, certify or endorse the correctness or completeness of any of the contents of this document; nor does it warrant that this Issuer’s securities will be listed or will continue to be listed on the Exchange; nor does it take any responsibility for the financial or other soundness of this Issuer, its promoters, its management or any scheme or project of this Issuer.

This Document is Digitally Signed

National Stock Exchange of India Limited | Exchange Plaza, C-1, Block G, Bandra
India +91 22 26596100 | www.nseindia.com | CIN U67120MH1992PLC069769



Signer: BANSRI RAKESH GOSALIA
Date: Fri, Mar 21, 2025 18:51:40 IST
Location: NSE

Bandra (E), Mumbai – 400 051,

ANNEXURE VIII - CONSENT OF THE REGISTRAR AND TRANSFER AGENT



MUFG Intime India Private Limited

(Formerly Link Intime India Private Limited)
CIN: U67190MH1999PTC118368
C-101, Embassy 247, L.B.S. Marg,
Vikhroli (West), Mumbai - 400 083
Phone: +91 22 4918 6000
Fax: +91 22 4918 6060
Email: mumbai@linkintime.co.in
Website: www.linkintime.co.in

January 21, 2026

To
IIFL SAMASTA FINANCE LIMITED
110/3, Lalbagh Main Road,
Krishnappa Layout,
Bangalore - 560027, Karnataka, India

Dear Sir/Madam,

Sub.: Consent to act as Registrar to the Listed, Rated, Senior, Secured, Transferable, Redeemable, Non-Convertible Debentures ("NCDs" or "Debentures") of Face Value of Rs. 10,000 Each to be issued on a Private Placement basis

We refer to the subject issue and hereby accept our appointment as 'Registrar' for Electronic Connectivity Provider to issue of Listed, Rated, Senior, Secured, Transferable, Redeemable, Non-Convertible Debentures ("NCDs" or "Debentures") of Face Value of Rs. 10,000 Each For Cash At Par Aggregating to Rs. 75 Crores to be issued on Private Placement basis and give our consent to incorporate our name as Registrar to the Issue in the offer documents.

Our Permanent SEBI Registration No.: INR000004058.

Thanking You,


Yours faithfully,

For MUFG Intime India Private Limited


Ganesh Jadhav
Senior Associate Vice President-Depository Operations

A Part of MUFG Corporate Markets, a division of MUFG Pension & Market Services

ANNEXURE IX – DEBENTURE TRUSTEE AGREEMENT



INDIA NON JUDICIAL

Government of Karnataka

सत्यमेव जयते




Rs. 500

e-Stamp

Certificate No.	: IN-KA58435073988069Y
Certificate Issued Date	: 22-Jan-2026 01:38 PM
Account Reference	: SHCIL (FI)/ka-shcil/ JC ROAD/ KA-BV
Unique Doc. Reference	: SUBIN-KAKA-SHCIL18064370814436Y
Purchased by	: IIFL SAMASTA FINANCE LIMITED
Description of Document	: Article 5(J) Agreement (in any other cases)
Property Description	: DEBENTURE TRUST AGREEMENT
Consideration Price (Rs.)	: 0 (Zero)
First Party	: IIFL SAMASTA FINANCE LIMITED
Second Party	: VARDHMAN TRUSTEESHIP PRIVATE LIMITED
Stamp Duty Paid By	: IIFL SAMASTA FINANCE LIMITED
Stamp Duty Amount(Rs.)	: 500 (Five Hundred only)

सत्यमेव जयते

Authorized Signatory
 for Stock Holding Corporation of India Ltd.

Please write or type below this line

This stamp paper forms an integral part of the Debenture Trust Agreement executed between IIFL Samasta Finance Limited and Vardhman Trusteeship Private Limited on January 22nd, 2026.

For IIFL SAMASTA FINANCE LIMITED

[Signature]
Authorized Signatory

For Vardhman Trusteeship Private Limited

[Signature]
Authorized Signatory

Statutory Alert:

- The authenticity of the Stamp certificate should be verified at www.shohdeshang.com/ or using a Stock Mobile App of Stock Holding Corporation of India Ltd.
- The onus of checking the legitimacy is on the users of the certificate.
- In case of any discrepancy please inform the Competent Authority.

INDIA NON JUDICIAL

Government of Karnataka

Rs. 500

e-Stamp

Certificate No.	: IN-KA58445876415Q38Y
Certificate Issued Date	: 22-Jan-2026 01:42 PM
Account Reference	: SHCIL (F)/ ka-shcil/ JC ROAD/ KA-BY
Unique Doc. Reference	: SUBIN-KAKA-SHCIL18071991251215Y
Purchased by	: IIFL SAMASTA FINANCE LIMITED
Description of Document	: Article 5(J) Agreement (in any other cases)
Property Description	: DEBENTURE TRUST AGREEMENT
Consideration Price (Rs.)	: 0 (Zero)
First Party	: IIFL SAMASTA FINANCE LIMITED
Second Party	: VARDHMAN TRUSTEESHIP PRIVATE LIMITED
Stamp Duty Paid By	: IIFL SAMASTA FINANCE LIMITED
Stamp Duty Amount(Rs.)	: 500 (Five Hundred only)

sत्यमेव जयते

Authorized Signatory
for Stock Holding Corporation of India Ltd

Please write or type below this line

This stamp paper forms an integral part of Debenture Trust Agreement executed between IIFL Samasta Finance Limited and Vardhman Trusteeship Private Limited on January 22nd, 2026.

For IIFL SAMASTA FINANCE LIMITED

For Vardhman Trusteeship Private Limited

Statutory Alert:

1. The authenticity of the Stamp certificate should be verified at www.shcilstamp.com or using e-Stamp Mobile App of Stock Holding Corporation of India Ltd.
2. Any discrepancy in the details on this Certificate and its available on the website / Mobile App renders it invalid.
3. The onus of checking the legitimacy is on the users of the certificate.
4. In case of any discrepancy please inform the Competent Authority.

DEBENTURE TRUSTEE AGREEMENT

This debenture trustee agreement ("Agreement") is made at Bengaluru on January 22, 2026 by and between:

IIFL SAMASTA FINANCE LIMITED, a company incorporated under the Companies Act, 1956 [1 of 1956] and a 'Company' governed by the provisions of Companies Act, 2013, with its Corporate Identity Number U65191KA1995PLC057884 and having its registered office at 110/3, Lalbagh Main Road, Krishnappa Layout, Bengaluru 560072 (hereinafter referred to as the "Company", which expression shall, unless repugnant to the context or meaning thereof, deem to include its successors and permitted assigns) of the **FIRST PART**;

AND

VARDHMAN TRUSTEESHIP PRIVATE LIMITED, a company incorporated under the Companies Act, 1956 and validly existing under the provisions of the Companies Act, 2013 with CIN U65093MH2010PTC464237 and having its registered office at Unit No. 412, The Capital, C-70 G Block, Bandra Kuria Complex, Bandra East, Audit Bhavan, Mumbai, Bandra, Maharashtra, India, 400051 and having Branch Office at 411, 4th Floor, Antriksh Bhawan, 22, KG Marg, Connaught Place, New Delhi- 110001 (hereinafter called the "Debenture Trustee" which expression shall, unless repugnant to the subject or context thereof, be deemed to mean and include its successors and assigns) of the **SECOND PART**.

(The Company and the Debenture Trustee are hereinafter collectively referred to as the "Parties" and individually as a "Party")

BACKGROUND:

- A. The Company, pursuant to the authority granted by the (a) resolution of the board of directors dated March 25, 2025 read with resolution of Issuance and Allotment Committee of the board of directors of the Company dated January 21, 2026 under Section 42, Section 71, Section 179 and other applicable provisions of the Companies Act, 2013 and Rules made thereunder authorizing the issue of Debentures and (b) resolution of the shareholders of the Company dated March 26, 2025, proposes to re-issue up to 75,000 (Seventy Five Thousand) senior, secured, listed, rated, taxable, transferable, redeemable, non-convertible debentures each having a face value of INR 10,000/- (Indian Rupees Ten Thousand Only), issued at issue price of INR 10,012.67/- (Indian Rupees Ten Thousand and Twelve Point Six Seven Only) (inclusive of accrued interest of INR 12.67/- (Indian Rupees Twelve Point Six Seven Only)) per debenture aggregating to INR 75,09,50,250/- (Indian Rupees Seventy Five Crore Nine Lakh Fifty Thousand Two Hundred and Fifty Only) (inclusive of accrued interest of INR 9,50,250/- (Indian Rupees Nine Lakh Fifty Thousand Two Hundred and Fifty Only)) ("NCDs" or "Debentures") under ISIN INF413U07442 at par on private placement basis in accordance with the provisions of the Companies Act, 2013, Securities Exchange Board of India (Debenture Trustees) Regulations, 1993 ("Debenture Trustees Regulations"), as amended from time to time.
- B. The Debentures shall be listed on the wholesale debt market segment of the National Stock Exchange of India Limited in accordance with the Securities Exchange Board of India (Issue and Listing of Non-Convertible Securities) Regulations, 2021 ("SEBI NCS Listing Regulations"), as amended from time to time and Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015 ("LODR Regulations") as amended from time to time.
- C. Pursuant to the Companies Act 2013, the Company is required to appoint a debenture trustee for the benefit of the debenture holders and the debenture trustee shall act as per the provisions of the Debenture Trustees Regulations. Accordingly, the Company has approached VARDHMAN TRUSTEESHIP PRIVATE LIMITED to act as the debenture trustee on behalf of and for the benefit of the holders of the Debentures ("Debenture Holders") and VARDHMAN TRUSTEESHIP PRIVATE LIMITED has agreed to act as the debenture trustee for the benefit of Debenture Holders on the terms and conditions agreed upon and hereinafter set out. The Debenture Trustee is registered with the Securities Exchange Board of India ("SEBI") as debenture trustee under the Debenture Trustees Regulations.

For IIFL SAMASTA FINANCE LIMITED

For Vardhman Trusteeship Private Limited 1


Authorized Signatory


Authorized Signatory

- D. The detailed terms and conditions in relation to the rights, duties and obligations of the Debenture Trustee and the terms and conditions of the Debentures, shall be more specifically set out in the debenture trust deed ("Deed") to be entered into by the Company and the Debenture Trustee.
- E. The Parties have agreed to enter into this Agreement to record the terms of appointment of the Debenture Trustee.

NOW IT IS AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

OPERATIVE TERMS:

1. DEFINITIONS

Unless otherwise defined herein, capitalised terms defined and references construed in the Deed shall have the same meaning and construction when used in this Agreement. In this Agreement, the following terms have the following meanings:

"Debenture Holders" has the meaning ascribed to it in Recital C above;

"Deed" has the meaning ascribed to it in Recital D above;

"Debenture Trustees Regulations" has the meaning ascribed to it in Recital A above;

"Debentures or NCDs" has the meaning ascribed to it in Recital A above;

"Disclosure Documents" has the meaning ascribed to it in Debenture Trust Deed;

"Hypothecated Assets" mean charge by way of hypothecation on all the present and future identified Receivables until the Final Settlement Date along with all benefits, rights and incidentals attached thereto on a first ranking exclusive charge basis in favour of Debenture Trustee as detailed in the Hypothecation Agreement;

"Information Utility" means the National E-Governance Services Limited (NeSL) or any other entity registered as an Information utility under the Insolvency and Bankruptcy Board of India (Information Utilities) Regulations, 2017;

"Location of Dispute Resolution" shall mean Bengaluru, Karnataka;

"LDR Regulations" has the meaning ascribed to it in Recital B above;

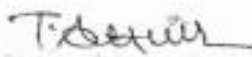
"Listed NCDs Master Circular" means the circular issued by SEBI bearing the reference number SEBI/HO/DDHS/DDHS-PoQ/P/CIR/2025/000000137 dated October 15, 2025 on "Master Circular for issue and listing of Non-convertible Securities, Securitised Debt Instruments, Security Receipts, Municipal Debt Securities and Commercial Paper", as amended, modified, supplemented or restated from time to time;

"Master Circular for Debenture Trustees" shall mean "Master Circular for Debenture Trustees" issued vide circular no. SEBI/HO/DDHS-PoD-1/P/CIR/2025/117 dated August 13, 2025 and as amended from time to time;

"Relevant Laws" shall mean all applicable statutes, enactments or acts of any legislative body in India, laws, ordinances, rules, bye-laws, regulations, notifications, guidelines, policies, directions, directives and orders of any governmental or regulatory authority and any modifications or re-enactments thereof;

"SEBI" has the meaning ascribed to it in Recital C above;

For IIFL SAMASTA FINANCE LIMITED


Authorised Signatory

For Vardhman Trusteeship Private Limited 2


Authorised Signatory

"SEBI Listed Debentures Circulars and Regulations" means, collectively, Master Circular for Debenture Trustees, the Listed NCDs Master Circular, SEBI NCS Listing Regulations and the LODR Regulations (to the extent applicable);

"SEBI NCS Listing Regulations" has the meaning ascribed to it in Recital B above;

2. APPOINTMENT OF TRUSTEE, ROLES AND RESPONSIBILITIES

- a. The Company hereby appoints VARDHMAN TRUSTEESHIP PRIVATE LIMITED as the debenture trustee on behalf of and for the benefit of the Debenture Holders for the Debentures to be issued by the Company and the Debenture Trustee hereby agrees to act as debenture trustee for the benefit of the Debenture Holders.
- b. The Company shall pay to the Debenture Trustee so long as they hold the office of the Debenture Trustee, remuneration for their services in accordance with the Consent Letter bearing ref no: CL/MUM/25-26/DEB/261 dated January 22, 2026 in addition to all legal, traveling and other costs, charges and expenses which the Debenture Trustee or their officers, employees or agents may incur in relation to execution of the Deed.
- c. The Company shall comply with, and furnish such information on a regular basis as is required under, the provisions of the Debenture Trustees Regulations, SEBI Listed Debentures Circulars and Regulations the Companies Act, 2013, and other applicable laws, guidelines of other regulatory authorities in respect of allotment of debentures till redemption.
- d. The Company shall create first ranking exclusive charge over the Hypothecated Assets by entered into a Deed of Hypothecation prior to the Deemed Date of Allotment and in any case prior to listing of debentures.
- e. The Company undertakes to promptly furnish all and any information as may be applicable and required by the Debenture Trustee from time to time in terms of the Act and the Deed on a regular basis.
- f. This Agreement is entered into in compliance with the provisions of the Debenture Trustees Regulations, SEBI Listed Debentures Circulars and Regulations, the Companies Act, 2013, and other applicable laws, and shall be effective on and from the date first hereinafore written and shall be in force till the monies in respect of the Debentures have been fully paid-off and the requisite formalities have been complied with.
- g. The Company shall, pay on demand within a reasonable time not exceeding a period of 15 days, all actual costs and expenses (including legal fees) incurred by the Debenture Trustee in connection with the preparation, negotiation of or entry into this Agreement and/or any amendment of, supplement to or waiver in respect of this Agreement, against submission of the requisite supporting documents. Apart from the Debenture Trustee fees, the Company shall, from time to time, make payment to/ reimburse the Debenture Trustee in respect of all reasonable expenses and out-of-pocket costs incurred by the Debenture Trustee. The Company shall promptly pay, and in any event before any interest or penalty becomes payable, any stamp, documentary, registration or similar tax payable in connection with the entry into, registration, performance, enforcement or admissibility in evidence of this Agreement and/or any such amendment, supplement or waiver.
- h. All other the rights and obligations of the Debenture Trustee including the terms of appointment of the Debenture Trustee shall be as set out in the Deed entered or to be entered into between the Company and the Debenture Trustee.
- i. Further, the Company shall execute the Debenture Trust deed prior to making an application for listing of the Debentures in Form SH.12 specified under the Companies (Share Capital and Debentures) Rules, 2014 or as near thereto as possible in favour of the Debenture Trustees within a period of four days from the deemed date of allotment of the issue in terms of clause 18(5) of The Companies (Share Capital and Debentures) Rules, 2014.

For IIFL SAMASTA FINANCE LIMITED


Authorized Signatory

For Vardhman Trusteeship Private Limited


Authorized Signatory

3

If the Company fails to execute the Debenture Trust Deed within the period specified, without prejudice to any liability arising on account of violation of the provisions of the Companies Act, 2013, NCS Listing Regulations, the Company shall also pay interest of at least 2% (two percent) per annum or such other rate, as specified by the SEBI to the Debenture Holders, over and above the agreed coupon rate of the Debentures, till the execution of the Debenture Trust Deed.

The Company shall on or prior to the date of execution of Debenture Trust Deed, provide to the Debenture Trustee, the bank account details from which the Company proposes to make the payment of Debenture outstandings and other Outstanding Due. Further, the Company hereby undertakes that it shall preauthorize the Debenture Trustee to obtain information in respect of the payment of such Debenture Outstandings from the relevant bank.

- j. The time limit within which the security for the debentures shall be created or the agreement shall be executed in accordance with the Companies Act, 2013 or provisions as prescribed by any regulatory authority as applicable.

- k. Documents required to be submitted prior to or simultaneously with execution of this Agreement:

Along with execution of this Agreement the Company shall provide requisite information and documents to the satisfaction of the Debenture Trustee for carrying out the requisite due diligence as required in terms of the relevant Laws including in connection with verification of the security / contractual comforts and the required asset cover for the Debentures, which is undertaken by the Company to be submitted simultaneously with or prior to the execution of this Agreement. The Company shall provide information and documents to the extent applicable as set out in Annexure A hereto.

- l. Terms of carrying out due diligence:

- i. The Debenture Trustee, either through itself or its agents /advisors/consultants, shall carry out requisite diligence to verify the status of encumbrance and valuation of the assets (if applicable) and whether all permissions or consents (if any) as may be required to create the security as stipulated in the Disclosure Document, SEBI Listed Debentures Circulars and Regulations and the Relevant Laws, has been obtained. For the purpose of carrying out the due diligence as required in terms of the Relevant Laws, the Debenture Trustee, either through itself or its agents /advisors/consultants, shall have the power to examine the books of account of the Company and to have the Company's assets inspected by its officers and/or external auditors / valuers / consultants / lawyers / technical expert /management consultants appointed by the Debenture Trustee. Prior to appointment of any agents /advisors/consultants, the Debenture Trustee shall obtain necessary confirmation from the said agents/ advisors/ consultants that they do not have any conflict-of-interest in conducting the diligence under the transaction;
- ii. The Company shall ensure that it provides and help to procure all information, representations, confirmations and disclosures as may be required by the Debenture Trustee to carry out the requisite diligence in connection with the issuance and allotment of the Debentures, in accordance with the Relevant Laws; and in order to ensure efficient recording of details regarding creation of security and monitoring of covenants via the system hosted by Depositories using the distributed ledger technology ("DLT"), various stakeholders, including Issuer and Debenture Trustee shall ensure that they are in compliance of Chapter III of the Master Circular for Debenture Trustees and various circulars issued in respect of the DLT system issued by SEBI from time to time;
- iii. All costs, charges, fees and expenses that are associated with and incurred, towards legal or inspection costs, travelling and other costs, shall be solely borne by the Company.
- iv. The Debenture Trustee agrees to keep confidential at all times during and after due diligence unto perpetuity, all information relating to the Company which it has acquired during the course of due diligence and shall ensure that the information is not disclosed to any third party except for the purpose of accomplishment of transactions contemplated under this Agreement. Further,

For IFL SAMASTA FINANCE LIMITED


Authorised Signatory

4
For Vardhman Trusteeship Private Limited


Authorised Signatory

the Debenture Trustee understands and agrees that a breach of this covenant shall cause irreparable damage to the Company and agrees to indemnify the Company to the extent of actual loss caused to the Company.

- m. The Company shall pay to the Debenture Trustees so long as they hold the office of the Debenture Trustee, remuneration for their services as Debenture Trustee in addition to all legal, traveling and other costs, charges and expenses which the Debenture Trustee or their officers, employees or agents may incur in relation to execution of the Debenture Trust Deed and all other documents executed/ to be executed to give effect to the creation of Security for securing the Debentures and such any other expenses like advertisement, notices, letters to debenture holders, and additional professional fees/expenses that would be incurred in case of default of payment. The remuneration of the Debenture Trustee shall be as decided mutually between both the parties.
- n. Arrears of instalments of annual service charges, if any, and/ or delay in reimbursement of cost, charges and expenses shall carry interest at the rate of 16% (Sixteen percent) per annum or applicable interest rate under MSME Act, whichever is higher, from the date of bill till the date of actual payment which shall be payable on the footing of compound interest with quarterly rests.
- o. The Company shall inter-alia furnish/shall have furnished to the Debenture Trustee the following documents: -
- i. Memorandum and Articles of Association of the Company;
 - ii. Prospectus / Information Memorandum / Disclosure Document / Private Placement Memorandum;
 - iii. Statutory auditor certificate, on a quarterly basis giving the value of book debt and receivables, including compliance with the covenants of the offer document/;
 - iv. Tripartite Agreement between with the Registrar, the Company and the Depository;
 - v. Letters from Rating Agencies about ratings;
 - vi. A return of allotment filed with the registrar of companies (Form No-PAS 3) within 15 (fifteen) days from the date of filing with the registrar of companies;
 - vii. A complete record of private placement offers made by the Company (Form No-PAS 5) within 30 (thirty) days from the date of filing with the registrar of companies;
 - viii. Necessary corporate authorisations including the board resolution and/or shareholder resolution for allotment of Debentures;
 - ix. Proof of Credit / Dispatch of Debenture Certificates;
 - x. Copy of last 3 (three) years' Audited Annual Reports;
 - xi. Copy of latest Audited / Limited Review Half Yearly Consolidated (wherever available) and Standalone Financial Information (Profit & Loss statement, Balance Sheet and Cash Flow statement) and auditor qualifications, if any;
 - xii. Debenture Trust Deed;
 - xiii. This Agreement;
 - xiv. RDC Certificate;
 - xv. Security/ Transaction Documents;

For IIFL SAMASTA FINANCE LIMITED


Authorised Signatory

For Vardhman Trusteeship Pvt. Ltd.



Authorised Signatory

5

- xvi. Confirmation/Proofs of payment of interest and principal made to the Debenture Holders on due dates;
 - xvii. Statutory Auditors' Certificate for utilization of funds/issue proceeds from the Debentures;
 - xviii. Statutory auditor/independent chartered accountant certificate on maintenance of Stipulated Security Cover, including compliance with the covenants of the Debenture Trust Deed as required under the LODR Regulations in respect of the Debentures/ valuation report for the movable assets (as applicable), in each instance, within such timelines as may be prescribed by the SEBI from time to time;
 - xix. Periodical Reports on quarterly basis;
 - xx. Beneficiary Position Reports;
 - xxi. Details of the depository with whom the Debentures are held in dematerialised form;
 - xxii. Offer letter issued by the Company pursuant to the provisions of the Companies Act, 2013;
 - xxiii. Such other documents as may be reasonably required by the Debenture Trustee;
 - xxiv. CHG 9 or any modification made thereunder;
 - xxv. Details of the recovery expenses fund created by the Company in terms of the Regulation 15 (1) (h) of the Debenture Trustees Regulations and Master Circular for Debenture Trustees as modified from time to time;
 - xxvi. Information to be submitted to the Stock Exchanges as required by the SEBI Listed Debentures Circulars and Regulations as amended from time to time, within the timelines as mentioned in the application regulation;
 - xxvii. In principle approval for listing of NCDs from Stock Exchange;
 - xxviii. Acknowledgement of filing the Disclosure Document with the Stock Exchange(s);
 - xxix. Trading permission from the Stock Exchange; and
 - xxx. Such other documents as may be reasonably required by the Debenture Trustee.
- p. **Information Accuracy and Storage:**
- i. The Company declares that the information and data furnished by the Company to the Debenture Trustee is true and correct;
 - ii. The Company confirms that the requisite disclosures made in the Disclosure Documents are true and correct;
 - iii. The Company undertakes and acknowledges that the Debenture Trustee and any other authorised agency may use, process the information and data disclosed to the Debenture Trustee in the manner as deemed fit by them in relation to the purpose of the due diligence to be undertaken in relation to the issuance of the Debentures.
 - iv. All disclosures made in the Disclosure Documents with respect to creation of Security are in confirmation with the clauses of this Agreement; and
- q. The Company agrees and confirms that the purpose of the issue is not for providing loan to or acquisitions of shares of any person who is a part of the same group or who is under the same management.

For IIFL SAMASTA FINANCE LIMITED


Authorized Signatory

6
For Vardhman Trusteeship Private Limited


Authorized Signatory

- r. The Company confirms that all necessary disclosures will be made in the Disclosure Document including but not limited to statutory and other regulatory disclosures.
- s. The Trustees, "ipso facto" do not have the obligations of a borrower or a Principal Debtor or a Guarantor as to the monies paid/invested by investors for the debentures/Bonds.
- t. The Company hereby declares and confirms that it has given an undertaking in the offer document that the assets on which the charge is created is free from encumbrances.
- u. The Company hereby declares and confirms that the Company or the person in control of the Company, or its promoter has not been restrained or prohibited or debarred by the SEBI from accessing the securities market or dealing in securities. The Company hereby further declares and confirms that, as on the date of this Agreement, and the date of filing the Disclosure Document, it is an 'eligible issuer' in accordance with Regulation 5 (1) of the SEBI NCS Listing Regulations.
- v. The Company hereby agrees and undertakes to comply with the extant stamp duty regulations.
- w. All other the rights and obligations of the Debenture Trustee including the terms of appointment of the Debenture Trustee shall be as set out in the Deed entered or to be entered into between the Company and the Debenture Trustee.
- x. The Company shall provide all assistance to the Debenture Trustee, as may be required by it, to carry out the necessary due diligence. In this regard, in accordance with the Master Circular for Debenture Trustees and such other relevant circulars as may be issued or amended by SEBI with respect to Listed non-convertible debentures issuances.

h. Indemnity

The Company shall, commencing from the Deemed Date of Allotment until the Final Settlement Date, within 10 (ten) days of demand, indemnify the Debenture Holders and Debenture Trustee from time to time, against any and all losses, liabilities, obligations, damages, judgments, costs, expenses (including, without limitation, advisors' fees), claims, fines, penalties, proceedings, actions or demands, of any kind or nature incurred by the Debenture Trustee/Debenture Holders as a result of:

- a) occurrence of any Event of Default; or
 - b) any demand for any stamp duty, registration fee or any other duty, fee, costs, or imports received from any Governmental Authority in relation to the transactions contemplated under the Transaction Documents (including without limitation, any demand from stamp duty arising because any Transaction Document has been taken or has been received (whether by way of facsimile, photocopy or electronic record) in any state other than the state in which it has been executed as a result of any act on part of the Company; and
 - c) a failure by the Company to pay any amount due under any Transaction Document on its due date.
- l. No change or modification of this Agreement shall be valid unless the same shall be in writing and signed by the Parties hereto, provided however that the Debenture Trustee shall not agree to any amendment to this Agreement which is likely to adversely affect the rights of the Debenture Holders, without the consent of the Debenture Holders in the manner as stipulated under the Debenture Trust Deed.
- y. The Company further confirms that:
- 1. All covenants proposed to be included in the Debenture Trust Deed (including any side letter, accelerated payment clause, fees charged by the debenture trustee, etc.) and the Deed of Amendment are disclosed in Disclosure Document; and

For IIFL SAMASTA FINANCE LIMITED


Authorised Signatory

For Vardhman Trusteeship Private Limited


Authorised Signatory

7

- ii. Arrears of instalments of annual service charges, if any, and/ or delay in reimbursement of cost, charges and expenses shall carry interest at the rate of 16% (Sixteen percent) per annum or applicable interest rate under MSME Act, whichever is higher, from the date of bill till the date of actual payment which shall be payable on the footing of compound interest with quarterly rests;
- iii. Terms and conditions of this Agreement including fees charged by the Debenture Trustee and process of due diligence carried out by Debenture Trustee shall be disclosed under the Disclosure Documents;
- iv. The Debenture Trustee shall make the required filings to the Central Registry of Securitization Asset Reconstruction and Security Interest of India ("CERSAI") within the time period prescribed under applicable Law. The Company will provide all information and assistance that the Debenture Trustee may require in relation to any filings to be made with the CERSAI to enable the Debenture Trustee to make the required filings to the CERSAI within the time period prescribed under Relevant Laws; and
- v. The Company shall, to the extent applicable and required under relevant Laws, ensure and procure the completion of all relevant filings required to be made with any information Utility in accordance with the (Indian) Insolvency and Bankruptcy Code, 2016 and any other rules and regulations made thereunder from time to time.
- vi. The Company shall create the security for the debentures or execute the agreement within the timelines specified under the Companies Act, 2013 or provisions as prescribed by any regulatory authority as applicable.

3. MISCELLANEOUS

3.1 Governing Law

This Agreement and the rights and obligations of the Parties hereunder shall be governed by and construed as per laws in India, without reference to its conflict of law principles.

3.2 Jurisdiction

- a. The Company agrees that the courts and tribunals at Location of Dispute Resolution shall have exclusive jurisdiction to settle any disputes which may arise out of or in connection with this Agreement and that accordingly any suit, action or proceedings (together referred to as "Proceedings") arising out of or in connection with this Agreement may be brought in such courts or the tribunals and the Company irrevocably submits to and accepts for itself and in respect of its property, generally and unconditionally, the jurisdiction of those courts or tribunals.
- b. The Company irrevocably waives any objection now or in future, to the laying of the venue of any Proceedings in the courts and tribunals at Location of Dispute Resolution and any claim that any such Proceedings have been brought in an inconvenient forum and further irrevocably agrees that a judgment in any Proceedings brought in the courts and tribunals at Location of Dispute Resolution shall be conclusive and binding upon them and may be enforced in the courts of any other jurisdiction, (subject to the laws of such jurisdiction) by a suit upon such judgment, a certified copy of which shall be conclusive evidence of such judgment, or in any other manner provided by law.
- c. Nothing contained in this Clause 3, shall limit any right of the Trustee to take Proceedings in any other court or tribunal of competent jurisdiction, nor shall the taking of Proceedings in one or more jurisdictions preclude the taking of Proceedings in any other jurisdiction whether concurrently or not and the Company irrevocably submits to and accepts for itself and in respect of its property, generally and unconditionally, the jurisdiction of such court or tribunal, and the Company irrevocably waives any objection it may have now or in the future to the laying of the

For IFL SAMASTA FINANCE LIMITED


Authorised Signatory

8
For Vardhman Trusteeship Private Limited


Authorised Signatory

venue of any Proceedings and any claim that any such Proceedings have been brought in an inconvenient forum.

- d. The Company hereby consents generally in respect of any Proceedings arising out of or in connection with the Agreement to the giving of any relief or the issue of any process in connection with such Proceedings including, without limitation, the making, enforcement or execution against any property whatsoever (irrespective of its use or intended use) of any order or judgment which may be made or given in such Proceedings.
- e. To the extent that the Company may in any jurisdiction claim for itself or its Assets immunity from suit, execution, attachment (whether in aid of execution, before judgment or otherwise) or other legal process and to the extent that in any such jurisdiction there may be attributed to itself or its Assets such immunity (whether or not claimed), the Company hereby irrevocably agrees not to claim and hereby irrevocably waives such immunity. Company irrevocably agrees that, should any party take any proceedings anywhere, no immunity from those proceedings, from attachment of their assets or from execution of judgment shall be claimed by them or with respect to their assets. The Company irrevocably agrees that it and its assets are, and shall be, subject to such proceedings, attachment.
- f. Without prejudice to the foregoing, Parties agree that all claims, differences or disputes between the Debenture Trustee and the Company arising out of or in relation to the activities of the Debenture Trustee in the securities market shall be settled by online arbitration conducted in accordance with the SEBI Circular dated July 31, 2023 (bearing reference no. SEBI/HO/DIAE/DIAE_IAD-1/9/CDR/2023/131), as may be further updated, amended, modified or replaced from time to time ("ODR Circular"). All such proceedings shall be in the English language. The seat of arbitration shall be determined in accordance with the ODR Circular. The online arbitration shall be governed by the provisions of the Arbitration and Conciliation Act, 1996 (as amended from time to time) read with the ODR Circular. No loss or damage or expenses incurred by the Debenture Trustee or the Company shall be met out of the trust property.

3.3 Counterparts

This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

3.4 Effective Date

This Agreement shall be effective on and from the date first hereinabove written and shall be in force till all outstanding amounts in respect of the Debentures have been fully paid to the Debenture Holders.

[Intentionally left blank; signature page follows]

For MFL SAMASTA FINANCE LIMITED

For Vardhman Trusteeship Private Limited


Authorised Signatory


Authorised Signatory

Annexure A

1. Information/ documents to be provided by the Issuer Company, prior to entering into the Agreement, to the extent applicable:

Sr. No.	Information/ Documents
i.	Details of information in relation to the assets on which charge is proposed to be created including: (a) Details of receivables forming part of Hypothecated Assets; (b) Copy of evidence of registration Registrar of Companies.
ii.	An undertaking confirming that all the information provided to the Trustee are true and correct and the trustee may in good faith rely upon and shall not be liable for acting or refraining from acting upon such information furnished to it under this Agreement.
iii.	Any other information, documents or records required by Debenture Trustee with regard to creation of security and perfection of security.

For IIFL SAMASTA FINANCE LIMITED

Authorised Signatory

For Vardhman Trusteeship Private Limited

Authorised Signatory

SIGNATURE PAGE

IN WITNESS WHEREOF the Debenture Trustee and the Company have caused these presents and the duplicate thereof to be executed by their authorised official on the day, month and year first above written as hereinbefore appearing.

SIGNED AND DELIVERED BY
IIFL SAMASTA FINANCE LIMITED the within named Company
by the hand of its authorized official

For IIFL SAMASTA FINANCE LIMITED


Authorized Signatory

SIGNED AND DELIVERED BY
VARDHMAN TRUSTEESHIP PRIVATE LIMITED
the within named Debenture Trustee
by the hand of its authorized official
For Vardhman Trusteeship Private Limited

Authorized Signatory

ANNEXURE X - APPLICATION FORM

A Private Limited Company/public limited company incorporated under the Companies Act, 1956/2013

Date of Incorporation: August 9, 1995

Registered Office: 110/3, Lalbagh Main Road, Krishnappa Layout,
Bangalore- 560027, Karnataka, India
Telephone No.: +91 80 4291 3588

Website: www.iiflsamasta.com

DEBENTURE SERIES APPLICATION FORM SERIAL NO.

RE-ISSUE OF UP TO 75,000 (SEVENTY FIVE THOUSAND) SENIOR, SECURED, LISTED, RATED, TAXABLE, TRANSFERABLE, REDEEMABLE, NON-CONVERTIBLE DEBENTURES EACH HAVING A FACE VALUE OF INR 10,000/- (INDIAN RUPEES TEN THOUSAND ONLY), ISSUED AT ISSUE PRICE OF INR 10,012.67/- (INDIAN RUPEES TEN THOUSAND AND TWELVE POINT SIX SEVEN ONLY) (INCLUSIVE OF ACCRUED INTEREST OF INR 12.67/- (INDIAN RUPEES TWELVE POINT SIX SEVEN ONLY)) PER DEBENTURE AGGREGATING TO INR 75,09,50,250/- (INDIAN RUPEES SEVENTY FIVE CRORE NINE LAKH FIFTY THOUSAND TWO HUNDRED AND FIFTY ONLY) (INCLUSIVE OF ACCRUED INTEREST OF INR 9,50,250/- (INDIAN RUPEES NINE LAKH FIFTY THOUSAND TWO HUNDRED AND FIFTY ONLY)) ("NCDS" OR "DEBENTURES") UNDER ISIN INE413U07442 (THE "ISSUE").

DEBENTURE SERIES APPLIED FOR:

Number of Debentures: ____ In words: _____ -only

Amount INR _____/-In words Indian Rupees: _____ Only

DETAILS OF PAYMENT:

Cheque / Demand Draft / RTGS

No. _____ Drawn on _____

Funds transferred to [●]

Dated _____

Total Amount Enclosed

DEPOSITORY	NSDL/CDSL
DEPOSITORY PARTICIPANT NAME	
DP-ID	
BENEFICIARY ACCOUNT NUMBER	
NAME OF THE APPLICANT(S)	

Applicant Bank Account:	
(Settlement by way of Cheque / Demand Draft / Pay Order / Direct Credit / ECS / NEFT/RTGS/other permitted mechanisms)	

FOR OFFICE USE ONLY
DATE OF RECEIPT _____ DATE OF CLEARANCE _____

(Note: Cheque and Drafts are subject to realisation)

We understand and confirm that the information provided in the Key Information Document is provided by the Issuer and the same has not been verified by any legal advisors to the Issuer, and other intermediaries and their agents and advisors associated with this Issue. We confirm that we have for the purpose of investing in these Debentures carried out our own due diligence and made our own decisions with respect to investment in these Debentures and have not relied on any representations made by anyone other than the Issuer, if any.

We understand that: i) in case of allotment of Debentures to us, our Beneficiary Account as mentioned above would get credited to the extent of allotted Debentures, ii) we must ensure that the sequence of names as mentioned in the Application Form matches the sequence of name held with our Depository Participant, iii) if the names of the Applicant in this application are not identical and also not in the same order as the Beneficiary Account details with the above mentioned Depository Participant or if the Debentures cannot be credited to our Beneficiary Account for any reason whatsoever, the Company shall be entitled at its sole discretion to reject the application or issue the Debentures in physical form.

Applicant's

Signature

FOR OFFICE USE ONLY
DATE OF RECEIPT _____ DATE OF CLEARANCE _____

(Note : Cheque and Drafts are subject to realisation)

------(TEAR HERE)-----

ACKNOWLEDGMENT SLIP

(To be filled in by Applicant) SERIAL NO.	1	-	-	-	-	-	-	-	-
---	---	---	---	---	---	---	---	---	---

Received from _____

Address _____ _____
Cheque/Draft/UTR # _____ Drawn on _____ for INR _____ on account of application of _____ Debenture

INSTRUCTIONS

1. Application form must be completed in full, IN ENGLISH.
2. Signatures must be made in English or in any of the Indian languages. Thumb Impressions must be attested by an authorized official of the Bank or by a Magistrate/Notary Public under his/her official seal.
3. Application form, duly completed in all respects, must be submitted with the respective Collecting Bankers. The payment is required to be made to the following account of NSCCL by way of an electronic transfer, in accordance with the terms of the EBP Guidelines:

Beneficiary Name	As available in the NSE EBP Platform
Account Number	As available in the NSE EBP Platform
IFSC Code	As available in the NSE EBP Platform
Mode	As available in the NSE EBP Platform

- The Company undertakes that the application money deposited in the above-mentioned bank account shall not be utilized for any purpose other than
- a) for adjustment against allotment of securities; or
 - b) for the repayment of monies where the company is unable to allot securities.
4. Receipt of applicants will be acknowledged by the Company in the "Acknowledgement Slip" appearing below the application form. No separate receipt will be issued.
 5. All applicants should mention their Permanent Account No. or their GIR No. allotted under Income Tax Act, 1961 and the Income Tax Circle/Ward/District. In case where neither the PAN nor the GIR No. has been allotted, the fact of non-allotment should be mentioned in the application form in the space provided. Income Tax as applicable will be deducted at source at the time of payment of interest including interest payable on application money.
 6. The application would be accepted as per the terms of the manner outlined in the transaction documents for the private placement.

ANNEXURE XI - ILLUSTRATION OF BOND CASH FLOWS

Illustration of Cash Flow

The cash flows emanating from the non-convertible securities according to the day count convention (Actual/ Actual) shall be mentioned in the Key Information Document, by way of an illustration.

For the purpose of standardization, if the coupon/ dividend payment date of the non- convertible securities falls on a Sunday or a holiday, the coupon payment shall be made on the next working day. However, the dates of the future payments would continue to be as per the schedule originally stipulated in the offer document. If the maturity date of the debt securities, falls on a Sunday or a holiday, the redemption proceeds shall be paid on the previous working day. In order to ensure consistency, a uniform methodology shall be followed for calculation of interest/ dividend payments in the case of leap year. If a leap year (i.e. February 29) falls during the tenor of a security, then the number of days shall be reckoned as 366 days (Actual/ Actual day count convention) for the entire year, irrespective of whether the interest/ dividend is payable annually, half yearly, quarterly or monthly.

A sample illustration is given below:

Name of the issuer	IIFL Samasta Finance Limited
Face Value (per security)	INR 10,000/- (Indian Rupees Ten Thousand Only) per Debenture
Issue Price	INR 10,012.67/- (Indian Rupees Ten Thousand and Twelve Point Six Seven Only) (inclusive of accrued interest of INR 12.67/- (Indian Rupees Twelve Point Six Seven Only)) per Debenture
Date of allotment	January 29, 2026
Date of redemption	December 24, 2028
Tenure and coupon rate	34 (Thirty Four) months and 26 (twenty Six) days from the Deemed Date of Allotment 9.25% (Nine Decimal Two Five per cent) per annum
Frequency of the interest/ dividend payment (with specified dates)	Monthly and on Final Redemption Date
Day Count Convention	Actual/Actual
Accrued Interest	INR 12.67/- (Indian Rupees Twelve Point Six Seven Only) per Debenture

Sr. No	Record Date	Due Date	Interest Per Debenture	Principal Per Debenture	Cash Flow	No. of Days
1	09-Jan-26	24-Jan-26	78.56	-	78.56	31
2	09-Feb-26	24-Feb-26	78.56	-	78.56	31
3	09-Mar-26	24-Mar-26	70.96	-	70.96	28
4	09-Apr-26	24-Apr-26	78.56	-	78.56	31
5	09-May-26	24-May-26	76.03	-	76.03	30
6	09-Jun-26	24-Jun-26	78.56	-	78.56	31
7	09-Jul-26	24-Jul-26	76.03	-	76.03	30
8	09-Aug-26	24-Aug-26	78.56	-	78.56	31
9	09-Sep-26	24-Sep-26	78.56	-	78.56	31
10	09-Oct-26	24-Oct-26	76.03	-	76.03	30
11	09-Nov-26	24-Nov-26	78.56	-	78.56	31
12	09-Dec-26	24-Dec-26	76.03	-	76.03	30

13	09-Jan-27	24-Jan-27	78.56	-	78.56	31
14	09-Feb-27	24-Feb-27	78.56	-	78.56	31
15	09-Mar-27	24-Mar-27	70.96	-	70.96	28
16	09-Apr-27	24-Apr-27	78.56	-	78.56	31
17	09-May-27	24-May-27	76.03	-	76.03	30
18	09-Jun-27	24-Jun-27	78.56	-	78.56	31
19	09-Jul-27	24-Jul-27	76.03	-	76.03	30
20	09-Aug-27	24-Aug-27	78.56	-	78.56	31
21	09-Sep-27	24-Sep-27	78.56	-	78.56	31
22	09-Oct-27	24-Oct-27	76.03	-	76.03	30
23	09-Nov-27	24-Nov-27	78.56	-	78.56	31
24	09-Dec-27	24-Dec-27	76.03	-	76.03	30
25	09-Jan-28	24-Jan-28	78.35	-	78.35	31
26	09-Feb-28	24-Feb-28	78.35	-	78.35	31
27	09-Mar-28	24-Mar-28	73.29	-	73.29	29
28	09-Apr-28	24-Apr-28	78.35	-	78.35	31
29	09-May-28	24-May-28	75.82	-	75.82	30
30	09-Jun-28	24-Jun-28	78.35	-	78.35	31
31	09-Jul-28	24-Jul-28	75.82	-	75.82	30
32	09-Aug-28	24-Aug-28	78.35	-	78.35	31
33	09-Sep-28	24-Sep-28	78.35	-	78.35	31
34	09-Oct-28	24-Oct-28	75.82	-	75.82	30
35	09-Nov-28	24-Nov-28	78.35	-	78.35	31
36	09-Dec-28	24-Dec-28	75.82	10,000.00	10,075.82	30

Note

- Subject to Business Day Convention
- Financial Year is considered as leap Year
- The Issuer requested to note that the above cash flow is only illustrative in nature. The deemed date of allotment, Coupon rate, redemption date and frequency of the interest payment shall vary in nature and aforesaid dates may be modified upon receipt of consent/ permission from existing lender, in case of early redemption of any principle repayment as per the provisions of early redemption option in Debenture Trust Deed, the above cash flow may be changed accordingly.

DISCLOSURE OF CASH FLOWS:

1. The Cash Flow displayed above is calculated per debenture (face value of Rs. 10,000).
2. If the interest payment date falls on a holiday, the payment may be made on the following working day, however the dates of the future coupon payments would be as per the schedule originally stipulated at the time of issuing the security. In other words, the subsequent coupon schedule would not be disturbed merely because the payment date in respect of one particular coupon payment has been postponed earlier because of it having fallen on a holiday. No additional interest will be paid for such days which fall on holiday.

3. The cash flow has been prepared based on the best available information on holidays and could further undergo change(s) in case of any scheduled and unscheduled holiday(s) and/or changes in money market settlement day conventions by the Reserve bank of India/ SEBI.
4. The cash flows are for illustration purposes.



ANNEXURE XII - PAS 4

Form No. PAS – 4

PART – A

PRIVATE PLACEMENT OFFER CUM APPLICATION LETTER

[Pursuant to Section 42 and Rule 14(3) of the Companies (Prospectus and Allotment of Securities) Rules, 2014]

RE-ISSUE OF UP TO 75,000 (SEVENTY FIVE THOUSAND) SENIOR, SECURED, LISTED, RATED, TAXABLE, TRANSFERABLE, REDEEMABLE, NON-CONVERTIBLE DEBENTURES EACH HAVING A FACE VALUE OF INR 10,000/- (INDIAN RUPEES TEN THOUSAND ONLY), ISSUED AT ISSUE PRICE OF INR 10,012.67/- (INDIAN RUPEES TEN THOUSAND AND TWELVE POINT SIX SEVEN ONLY) (INCLUSIVE OF ACCRUED INTEREST OF INR 12.67/- (INDIAN RUPEES TWELVE POINT SIX SEVEN ONLY)) PER DEBENTURE AGGREGATING TO INR 75,09,50,250/- (INDIAN RUPEES SEVENTY FIVE CRORE NINE LAKH FIFTY THOUSAND TWO HUNDRED AND FIFTY ONLY) (INCLUSIVE OF ACCRUED INTEREST OF INR 9,50,250/- (INDIAN RUPEES NINE LAKH FIFTY THOUSAND TWO HUNDRED AND FIFTY ONLY)) (“NCDS” OR “DEBENTURES”) UNDER ISIN INE413U07442 (THE “ISSUE”).

GENERAL INFORMATION:

- A. Name, address, website, if any and other contact details of the Company, indicating both registered office and the Corporate office:

Issuer / Company: IIFL SAMASTA FINANCE LIMITED
Registered Office: 110/3, Lalbagh Main Road, Krishnappa Layout, Bangalore- 560027
Corporate Office: 37A, Sannathi Street, Theradi, Thiruvottiyur, Chennai- 600019
Telephone No.: 080-42913500

Website: <https://iiflsamasta.com>
Contact Person: Venkatesh.N
Email: venkatesh@iiflsamasta.com
secretarial@iiflsamasta.com

- B. Date of Incorporation of the Company:

09/08/1995

- C. Business carried on by the Company and its subsidiaries with the details of branches or units, if any; No

- D. Brief particulars of the management of the Company:

Board of Directors:

The general superintendence, direction and management of our affairs and business are vested in our Board of Directors which exercises its power subject to the Memorandum and Articles of Association of our Company and the requirements of the applicable laws.

The composition of the Board is in conformity with Section 149 of the Companies Act, 2013 and the SEBI Listing Regulations. It is governed by the Articles of Association of our Company and the relevant directions issued by the RBI.

As of the date of this KID, we have Seven Directors on the Board, out of which one Director is Managing Director, one Director is Whole Time Director, one Non-Executive director and four Directors are Independent Directors, including one woman director on the Board.

Details of Board of Directors – Please refer to **Section X of the Key Information Document titled ‘DIRECTORS OF THE COMPANY’**

Key Managerial Personnel of our Company:

Provided below are the details of the Key Managerial Personnel of our Company, other than our Managing Director and Whole Time Director of our Company, as of the date of this Tranche II Prospectus.

Anantha Kumar Thangavel, Chief Financial Officer

Anantha Kumar Thangavel is the Chief Financial Officer of our Company. Before joining our Company, he was engaged as a consultant at GBA Consulting Private Limited. Anantha Kumar Thangavel is a qualified chartered accountant and company secretary.

V. Abhinaya, Company Secretary

V. Abhinaya is the Company Secretary of our Company. She is a qualified Company Secretary and a Cost Accountant.

Senior Management Personnel of our Company:

In addition to Key Managerial Personnels of our Company, the details of the Senior Management Personnel, as on the date of this Tranche II Prospectus, are set out below:

Our Company’s Senior Management Personnel are:

1. Manish Agarwal (Chief Risk Officer)
2. Sneha Sharma (Chief Compliance Officer)
3. Vishwachandran Nair (Chief Learning Officer)
4. Chelladurai A (Chief Business Officer)
5. Avinash Yadav (Chief Technology Officer)
6. Vijay Kumar KS (Chief Information Security Officer)
7. Ravi K Shah (Chief Human Resources Officer)

V. Name, addresses, Director Identification Number (DIN) and occupations of the directors:

Please refer to Section X of the Key Information Document titled ‘DIRECTORS OF THE COMPANY’

W. Management’s perception of Risk Factors:

Please refer to Section 4 of the Key Information Document titled ‘Risk Factors’.

X. Details of defaults, if any, including the amounts involved, duration of default, and present status, in repayment of:

- (i) Statutory Dues: Nil
- (ii) Debentures and interest thereon: Nil
- (iii) Deposits and interest thereon: Nil
- (iv) Loans from banks or financial institutions and interest thereon: Nil

- Y. Name, designation, address and phone number, email ID of the nodal / compliance officer of the Company, if any, for the Issue:

Compliance/ Investor Relations Officer:	Mrs. V. Abhinaya
Designation/Department:	Company Secretary
Address:	110/3, Lalbagh Main Road, Krishnappa Layout, Bangalore- 560027
Tel. Nos.:	9884197835
Email address(s):	secretarial@iiflsamasta.com

- Z. Any Default in Annual filing of the company under the Companies Act, 2013 or the rules made thereunder: Nil

1.1 PARTICULARS OF THE OFFER:

Financial position of the Company for the last 3 financial years	"As annexed with GID Dated March 20, 2025 and in Annexure I of this Key Information Document"
Date of passing of Board Resolution / Committee Resolution	Board resolution of the board of directors of the Company dated March 25, 2025 and resolution passed by the Issuance and Allotment Committee of the Board of Directors dated January 21, 2026.
Date of passing of resolution in general meeting, authorizing the offer of securities	Shareholders resolution passed under Section 42 dated March 26, 2025.
Kinds of securities offered (i.e. whether share or debentures) and class of security, the total number of shares or other securities to be issued	Re-issue of up to 75,000 (Seventy Five Thousand) senior, secured, listed, rated, taxable, transferable, redeemable, non-convertible debentures each having a face value of INR 10,000/- (Indian Rupees Ten Thousand Only), issued at issue price of INR 10,012.67/- (Indian Rupees Ten Thousand and Twelve Point Six Seven Only) (inclusive of accrued interest of INR 12.67/- (Indian Rupees Twelve Point Six Seven Only)) per debenture aggregating to INR 75,09,50,250/- (Indian Rupees Seventy Five Crore Nine Lakh Fifty Thousand Two Hundred and Fifty Only) (inclusive of accrued interest of INR 9,50,250/- (Indian Rupees Nine Lakh Fifty Thousand Two Hundred and Fifty Only)) ("NCDs" or "Debentures") under ISIN INE413U07442.
Price at which the security is being offered, including premium if any, along with justification of the price	10,012.67/- (Indian Rupees Ten Thousand and Twelve Point Six Seven Only) (inclusive of accrued interest of INR 12.67/- (Indian Rupees Twelve Point Six Seven Only)) per Debenture
Name and address of the valuer who performed valuation of the security offered and the basis on which the price has been arrived at along with report of the registered valuer.	Not Applicable
Relevant date with reference to which the price has been arrived at	Not Applicable

<p>The class or classes of persons to whom the allotment is proposed to be Made</p>	<p>The Persons to whom this private placement offer cum application letter is being issued, being “Please refer to Section 7 of this KID”, are eligible to apply for this private placement of Debentures subject to fulfilling their respective investment norms/rules and compliance with laws applicable to them by submitting all the relevant documents along with the Application Form (“Eligible Investors”).</p> <p>All Investors are required to comply with the relevant regulations/guidelines applicable to them for investing in this issue of Debentures.</p>
<p>Intention of promoters, directors or key managerial personnel to subscribe to the offer (applicable in case they intend to subscribe to the offer)</p>	<p>N.A.</p>
<p>The proposed time within which the allotment shall be completed</p>	<p>Allotment to be completed within T+1 days from the date of issuance of Debentures</p>
<p>The names of the proposed allottees and the percentage of post private placement capital that may be held by them</p>	<p>N.A.</p>
<p>The change in control, if any, in the company that would occur consequent to the private placement</p>	<p>N.A.</p>
<p>The number of persons to whom allotment on preferential basis/private placement/ rights issue has already been made during the financial year 23-24 , in terms of number of securities as well as price</p>	<p>Nil</p>
<p>The justification for the allotment proposed to be made for consideration other than cash together with valuation report of the registered valuer.</p>	<p>N.A.</p>
<p>Amount, which the Company intends to raise by way of proposed offer of securities</p>	<p>Re-issue of up to 75,000 (Seventy Five Thousand) senior, secured, listed, rated, taxable, transferable, redeemable, non-convertible debentures each having a face value of INR 10,000/- (Indian Rupees Ten Thousand Only), issued at issue price of INR 10,012.67/- (Indian Rupees Ten Thousand and Twelve Point Six Seven Only) (inclusive of accrued interest of INR 12.67/- (Indian Rupees Twelve Point Six Seven Only)) per debenture aggregating to INR 75,09,50,250/- (Indian Rupees Seventy Five Crore Nine Lakh Fifty Thousand Two Hundred and Fifty Only) (inclusive of accrued interest of INR 9,50,250/- (Indian Rupees Nine Lakh Fifty Thousand Two Hundred and Fifty Only)) (“NCDs” or “Debentures”) under ISIN INE413U07442</p>

Terms of raising of securities	Duration, if applicable:	Refer Section 8 - Summary of Terms of this Key Information Document
	Deemed Date of Allotment:	Refer Section 8 - Summary of Terms of this Key Information Document
	Maturity Date:	Refer Section 8 - Summary of Terms of this Key Information Document
	Rate of Interest or dividend	Refer Section 8 - Summary of Terms of this Key Information Document
	Mode of Payment	cheque(s)/ demand draft/ electronic clearing services (ECS)/credit through NEFT/ RTGS system/funds transfer
	Mode of Repayment	cheque(s)/ electronic clearing services (ECS)/credit through NEFT/ RTGS system/ funds transfer
Proposed time schedule for which the Issue is valid	Refer Section 8 - Summary of Terms of this Key Information Document	
Purpose and objects of the Issue	The Issue proceeds will be utilized for onward lending purpose to its borrowers/ end clients.	
Contribution being made by the Promoters or directors either as part of the offer or separately in furtherance of the object	Nil	
Principal terms of assets charged as security, if applicable	<p>The Debentures shall be secured by way of a first ranking, exclusive and continuing charge on identified receivables, present and future, of the Issuer (“Hypothecated Assets”) created pursuant to the deed of hypothecation to be executed between the Company and the Debenture Trustee as described herein. The Hypothecated Securities shall at all times be equal to 1.05 times of the Outstanding Principal Amount plus accrued interest of the Debentures. The issuer undertakes:</p> <ul style="list-style-type: none"> to maintain the value of security at all times equal to 1.05 (One Decimal Point Zero Five) times or 105% (One Hundred and Five Percent) the Outstanding Principal Amount plus accrued interest of the Debentures where at least 1.05 (One Decimal Point Zero Five) time or 105% (One Hundred and Five Percent) of the security cover is from principal receivables (“Security Cover”); To create and register the security over the Hypothecated Assets as contemplated above no later than the Deemed Date of Allotment by executing a duly stamped deed of hypothecation (“Hypothecation Agreement”) and perfect the security over the Hypothecated Assets no later than 30 (Thirty) calendar days after the Deemed Date of Allotment by filing CHG-9 within the time period applicable; The Company shall also provide such information sought by the Debenture Trustee for the purpose of filing the prescribed forms and particulars with the Central Registry and Information Utility in connection with the Debentures and the Security Interest over the Hypothecated Assets. 	

	<ul style="list-style-type: none"> The Security Cover shall be confirmed by the Issuer in accordance with the Debenture Trust Deed, by way of a portfolio report, which will be submitted by the Issuer to the Debenture Trustee, in the form and manner set out in the Debenture Trust Deed; In the event of any fall in the security cover below the Minimum Security Cover, the Issuer shall be obliged to reinstate the security cover to at least the Minimum Security Cover, and shall execute such deeds, documents and writings and do such acts and things in this regard as may be required by the Debenture Trustee in accordance with the timelines set out under the Transaction Documents. to provide a list on a quarterly basis, of specific loan receivables/identified book debts to the Debenture Trustee over which the charge is created and subsisting by way of hypothecation in favour of the Debenture Trustee (for the benefit of the Debenture Holders) ("Quarterly Hypothecated Asset Report").
The details of significant and material orders passed by the Regulators, Courts and Tribunals impacting the going concern status of the company and its future operations	Nil
The pre-issue and post-issue shareholding pattern of the company	There will be no change in shareholding pattern of the Company pursuant to the issue, as non-convertible debentures are being issued in terms of this private placement offer cum application letter. The details of the shareholding pattern of the Company can be found in Section 6 of the Key Information Document titled 'Issuer Information'.
Details of default in annual filing of the Company, if any, under the Companies Act, 2013 and the rules made thereunder.	Nil
Mode of payment for subscription	Identified investors may use of the below payment modes for subscription: Demand Draft Cheque Other Banking Channels.

1.2 DISCLOSURE WITH REGARD TO INTEREST OF DIRECTORS, LITIGATION, ETC:

Any financial or other material interest of the directors, promoters or key managerial personnel in the Issue and the effect of such interest in so far as it is different from the interests of other persons	NIL
--	-----

Details of any litigation or legal action pending or taken by any Ministry or Department of the Government or a statutory authority against any Promoters of the Company during the last 3 (three) years immediately preceding the year of the issue and any direction issued by such Ministry or Department or statutory authority upon conclusion of such litigation or legal action shall be disclosed	"As annexed with GID Dated March 20, 2025"
Related party transactions entered during the last 2 (two) financial years immediately preceding the year of issue of this Disclosure Document including with regard to loans made or, guarantees given or securities provided	"As annexed with GID Dated March 20, 2025"
Summary of reservations or qualifications or adverse remarks of auditors in the last 5 (five) financial years immediately preceding the year of issue of this Disclosure Document and of their impact on the financial statements and financial position of the Company and the corrective steps taken and proposed to be taken by the Company for each of the said reservations or qualifications or adverse remark	NIL
Details of any inquiry, inspections or investigations initiated or conducted under the Companies Act or any previous company law in the last 3 (three) years immediately preceding the year of issue in the case of the Company and all of its subsidiaries. Also if there were any were any prosecutions filed (whether pending or not), fines imposed, compounding of offences in the last 3 (three) years immediately preceding the year of issue and if so, section-wise details thereof for the Company and all of its subsidiaries	NIL
Details of acts of material frauds committed against the Company in the last 3 (three) years, if any, and if so, the action taken by the company	"As annexed with GID Dated March 20, 2025"

1.3 FINANCIAL POSITION OF THE COMPANY:

The capital structure of the Company in the following manner in a tabular form:

The authorised, issued, subscribed and paid up capital (number of securities, description and aggregate nominal value)	Please refer to Section 6 of the Key Information Document titled ' <i>Issuer Information</i> '.
Size of the Present Issue	Re-issue of up to 75,000 (Seventy Five Thousand) senior, secured, listed, rated, taxable, transferable, redeemable, non-convertible debentures each having a face value of INR 10,000/-

	(Indian Rupees Ten Thousand Only), issued at issue price of INR 10,012.67/- (Indian Rupees Ten Thousand and Twelve Point Six Seven Only) (inclusive of accrued interest of INR 12.67/- (Indian Rupees Twelve Point Six Seven Only)) per debenture aggregating to INR 75,09,50,250/- (Indian Rupees Seventy Five Crore Nine Lakh Fifty Thousand Two Hundred and Fifty Only) (inclusive of accrued interest of INR 9,50,250/- (Indian Rupees Nine Lakh Fifty Thousand Two Hundred and Fifty Only)) (“NCDs” or “Debtentures”) under ISIN INE413U07442.
Paid-up Capital: After the offer: After the conversion of Convertible Instruments (if applicable):	Not applicable in case of this Issue.
Share Premium Account: Before the offer: After the offer:	Not applicable in case of this Issue.
Details of the existing share capital of the Issuer: Please refer to Section 6 of the Key Information Document titled ‘Issuer Information’.	
Details of allotments made by the Company in past 1 (one) year along with details of allotment made for consideration other than cash	Nil
A summary of the financial position of the Company as in the 3 (three) audited balance sheets immediately preceding the date of issue of this Disclosure Document	“As annexed with GID Dated March 20, 2025 and in Annexure I of this Key Information Document”
Audited Cash Flow Statement for the 3 (three) years immediately preceding the date of circulation of this Disclosure Document	“As annexed with GID Dated March 20, 2025 and in Annexure I of this Key Information Document”

DECLARATION (To be provided by the Directors)

- A. The Company has complied with the provisions of the Companies Act, 2013 and the rules made hereunder;
- B. The compliance with the Companies Act, 2013 and the rules does not imply that payment of dividend or interest or repayment of the Debtentures, if applicable, is guaranteed by the Central Government;
- C. The monies received under the Offer shall be used only for the purposes and objects indicated in this Offer Letter;

I, Anantha Kumar T, am authorized by the Issuance and Allotment Committee of the Company vide Resolution dated January 21, 2026 to sign this form and declare that all the requirements of Companies Act, 2013 and the rules made thereunder in respect of the subject matter of this form and matters incidental thereto have been complied with. Whatever is stated in this form and in the attachments thereto is true, correct and complete and no information material to the subject matter of the Offer Letter has been suppressed or concealed and is as per the original records maintained by the promoters subscribing to the Memorandum of Association and Articles of Association.

It is further declared and verified that all the required attachments have been completely, correctly and legibly attached to this form.

For IIFL Samasta Finance Limited

Anantha Kumar T
Chief Financial Officer

Date: January 22, 2026
Place: Bengaluru

ANNEXURE XIII - SPECIFIC DISCLOSURES REQUIRED FROM NBFC

A. Details with regard to the lending done by the issuer out of the issue proceeds of debt securities in last three years, including details regarding the following:

(i) Lending Policy: Should contain overview of origination, risk management, monitoring and collections;

Policy is available in the website of the Company

(ii) Classification of loans / advances given to associates, entities / person relating to board, senior management, promoters, others, etc.;

Nil

(iii) Classification of loans/ advances given, according to type of loans, denomination of loan outstanding by loan to value, sectors, denomination of loans outstanding by ticket size, geographical classification of borrowers, maturity profile etc.;

Details as on December 31, 2025 available below on page no. 150

(iv) Aggregated exposure to the top 20 borrowers with respect to the concentration of advances, exposures to be disclosed in the manner as prescribed by RBI in its stipulations on Corporate Governance for NBFCs or HFCs, from time to time;

Top 25 borrowers of NBFC by Amount Outstanding (Details of borrower to whom the company has given loan)						
Sr. No.	Name of the Borrower	Type of Borrower	Total Principal Outstanding Amount (in Lacs)	Total Accrued Interest Amount	Status of Account	Amount Outstanding (Amount in Lacs)
1	SIVARAMAN	Individual	25.00	0.00	Standard	25.00
2	Vaigundavasan	Individual	25.00	0.00	Standard	25.00
3	A Poorani	Individual	25.00	0.00	Standard	25.00
4	Dinesh Kumar	Individual	25.00	0.00	Standard	25.00
5	SANKAR M	Individual	24.92	0.37	Standard	25.29
6	ANNAMALAI PERUMAL	Individual	24.79	0.35	Standard	25.14
7	Dharanesha V N	Individual	24.79	0.35	Standard	25.14
8	CHAMAN SAB	Individual	24.77	0.24	Standard	25.01
9	BAKKIARAJ	Individual	24.75	0.35	Standard	25.10
10	MUTHUMANICKAM PALANISAMY	Individual	24.75	0.35	Standard	25.10
11	T KUMAR	Individual	24.75	0.35	Standard	25.10
12	Murali Durai	Individual	24.75	0.35	Standard	25.10
13	Anthoni Abin	Individual	24.73	0.35	Standard	25.08
14	Imran Akthar Sayyad	Individual	24.70	0.35	Standard	25.05

15	D Venkatesh	Individual	24.66	0.35	Standard	25.01
16	Vignesh sundarapandiyan	Individual	24.62	0.43	Standard	25.05
17	ANBARASU	Individual	24.61	0.34	Standard	24.95
18	Dhayalan A	Individual	24.51	0.35	Standard	24.86
19	VIKRAMSINH VIJAYKUMAR PARBAT	Individual	24.50	0.00	Standard	24.50
20	Suthakar	Individual	24.31	0.34	Standard	24.65

(v) Details of loans, overdue and classified as non-performing in accordance with RBI stipulations;

Classification	As on [31 st Dec'25]
Standard	6311.54
NPA	320.67
Off Book	3049.11
Total	9681.32

B. In order to allow investors to better assess the debt securities issued by the NBFC / HFC, the following disclosures shall also be made by such issuers in their offer documents:

1. A portfolio summary with regard to industries/sectors to which borrowings have been granted by NBFCs;

Product Portfolio is available in our Annual Report available in the website of our Company. (Page no. 16 of the Annual Report)

2. NPA exposures of the issuer for the last three financial years (both gross and net exposures) and provisioning made for the same as per the last audited financial statements of the issuer;

Particulars (Rs cr)	Mar'23	Mar'24	Mar'25	Dec'25
Gross NPA	169.35	185.21	338.66	320.67
Provision	105.04	152.84	238.87	230.54
Net NPA	64.31	32.37	99.79	90.13

3. Quantum and percentage of secured vis-à-vis unsecured borrowings granted by NBFCs; and

Particulars of Borrowings as on December 31, 2025	Amount (in Cr)	Percentage (%)
Secured Borrowings	6,065.33	86.37%
Unsecured Borrowings	957.00	13.63%
Total Borrowings Outstanding	7,022.33	100.00%

4. Any change in promoters' holdings during the last financial year beyond the threshold, as prescribed by RBI from time to time.

No change in the promoters' holdings during the last financial year beyond the threshold, as prescribed by RBI

C. NBFCs shall provide disclosures on the basis of the following draft template:

1. Classification of loans/ advances given according to:

Sl. No.	Type of loans	Rs Crore
1	Secured	1720.28
2	Unsecured	7961.04
	Total assets under management (AUM)*^	9681.32

*Information required at borrower level (and not by loan account as customer may have multiple loan accounts); ^Issuer is also required to disclose off balance sheet items;

2. Denomination of loans outstanding by loan-to-value: (% is on Total Secured LAP AUM)

Sl. No.	LTV (at the time of origination)	Percentage of AUM
1	Upto 40%	42.22%
2	40-50%	25.04%
3	50-60%	28.55%
4	60-70%	3.61%
5	70-80%	0.35%
6	80-90%	0.14%
7	>90%	0.09%
	Total	100%

3. Sectoral exposure:

Sl. No.	Segment-wise break-up of AUM	Percentage of AUM
1.	Retail	
A	Mortgages (home loans and loans against property)	12.36%
B	Gold loans	-
C	Vehicle finance	0.08%
D	MFI	77.11%
E	MSME	4.84%
F	Capital market funding (loans against shares, margin funding)	-
G	Others	5.61%
2	Wholesale	-
A	Infrastructure	-
B	Real estate (including builder loans)	-
C	Promoter funding	-
D	Any other sector (as applicable)	-
E	Others	-
	Total	100%

4. Denomination of loans outstanding by ticket size*:

Sl. No.	Ticket size (at the time of origination)	Percentage of AUM
1	Upto Rs. 2 lakh	82.74%
2	Rs. 2-5 lakh	7.95%
3	Rs. 5 - 10 lakh	6.19%
4	Rs. 10 - 25 lakh	2.98%
5	Rs. 25 - 50 lakh	0.15%
6	Rs. 50 lakh - 1 crore	-
7	Rs. 1 - 5 crore	-
8	Rs. 5 - 25 crore	-
9	Rs. 25 - 100 crore	-
10	>Rs. 100 crore	-
	Total	100%

* Information required at the borrower level (and not by loan account as a customer may have multiple loan accounts);

5. Geographical classification of borrowers:

Top 5 states borrower wise

Sl. No.	Top 5 states	Percentage of AUM
1	Bihar	21.29%
2	Tamil Nadu	13.15%
3	Karnataka	12.96%
4	Uttar Pradesh	9.54%
5	Rajasthan	7.23%

6. Details of loans overdue and classified as non-performing in accordance with RBI's stipulations:

Movement of gross NPA:

Movement of gross NPA*	Rs. Crore
Opening gross NPA	338.66
- Additions during the year	260.18
- Reductions during the year	278.18
Closing balance of gross NPA	320.67

*Please indicate the gross NPA recognition policy (Day's Past Due)

7. Movement of provisions for NPA

Movement of provisions for NPA	Rs. Crore
Opening balance	238.88
- Provisions made during the year	187.73
- Write-off/ write-back of excess provisions	196.06
Closing balance	230.54

8. Segment-wise gross NPA:

Sl. No.	Segment-wise gross NPA	Gross NPA (%)
1	Retail	
A	Mortgages (home loans and loans against property)	1.29%
B	Gold loans	-
C	Vehicle finance	0.37%
D	MFI	95.58%
E	MSME	2.76%
F	Capital market funding (loans against shares, margin funding)	-
G	Others	0.01%
2	Wholesale	-
A	Infrastructure	-
B	Real estate (including builder loans)	-
C	Promoter funding	-
D	Any other sector (as applicable)	-
E	Others	-
	Total	100%

9. Residual maturity profile of assets and liabilities (in line with the RBI format):

Residual maturity profile of assets and liabilities:

Category	Up to 30/31 days	>1 month – 2 months	>2 months – 3 months	>3 months – 6 months	>6 months – 1 year	>1 years – 3 years	>3 years – 5 years	>5 years	Total
Deposit	-	-	-	-	-	-	-	-	-
Advances	302.57	323.00	317.99	868.33	1,660.24	2,699.49	400.63	59.97	6,632.22
Investments	638.92	0.00	0.00	0.00	0.00	481.78	0.00	0.05	1,120.74
Borrowings*	424.95	302.65	367.27	951.44	1,497.19	2,776.58	441.20	260.00	7,021.28
Foreign Currency Assets	-	-	-	-	-	-	-	-	-
Foreign Currency Liabilities**	-	-	-	-	-	-	-	-	-

*Total borrowings

**includes foreign currency denominated external commercial borrowing

10. Disclosure of latest ALM statements to stock exchange:

Enclosed in the last

11. In case the issuer is a Non-Banking Finance Company (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:

S No.	Name of the Borrower (A)	Amount of Advances /exposures to such borrower (Group) (Rs. Crore) (B)	Percentage of Exposure (C)= B/Total Assets Under Management
NA	NA	NA	NA

ANNEXURE XV – CONSENT LETTER FROM THE MERCHANT BANKER



January 21, 2026

To,
IIFL SAMASTA FINANCE LIMITED
CIN:LU85191KA1995PLC057884

Subject: Consent to Act as Merchant Banker for the Issue of Non-Convertible Debentures under SEBI (Issue and Listing of Non-Convertible Securities) Regulations, 2021 of IIFL SAMASTA FINANCE LIMITED ("the Company")

Dear Sir/Madam,

We, SKI Capital Services Limited, a SEBI-registered Merchant Bankers holding Registration Number INM000012768, hereby confirm our consent to act as the Merchant Banker for the proposed issue, by way of Private Placement basis of Non-Convertible Debentures ("NCDs") by the Company in accordance with the Securities and Exchange Board of India (Issue and Listing of Non-Convertible Securities) Regulations, 2021 (hereinafter referred to as the "Regulations").

We confirm that there are no disciplinary actions or proceedings pending against us which may affect our ability to act as the Merchant Banker for the proposed issue.

The scope of our services and the fee structure shall be as per the separate engagement letter signed between the issuer and us.

Please feel free to contact us for any further information or clarification.

Thanking you,

For SKI Capital Services Limited

Manick Wadhwa
Authorized Signatory
dcm@skicapital.net



ANNEXURE XVI – DUE DILIGENCE CERTIFICATE FROM THE MERCHANT BANKER



To,
The Manager, Listing Department
National Stock Exchange of India Ltd
Exchange Plaza, C-1, Block G, Bandra Kuria Complex,
Bandra (E), Mumbai – 400051

Dear Sir / Madam,

SUBJECT: RE-ISSUE UP TO 75,000 (SEVENTY FIVE THOUSAND) SENIOR, SECURED, LISTED, RATED, TAXABLE, TRANSFERABLE, REDEEMABLE, NON-CONVERTIBLE DEBENTURES EACH HAVING A FACE VALUE OF INR 10,000/- (INDIAN RUPEES TEN THOUSAND ONLY), ISSUED AT ISSUE PRICE OF INR 10,012.67/- (INDIAN RUPEES TEN THOUSAND AND TWELVE POINT SIX SEVEN ONLY) (INCLUSIVE OF ACCRUED INTEREST OF INR 12.67/- (INDIAN RUPEES TWELVE POINT SIX SEVEN ONLY)) PER DEBENTURE AGGREGATING TO INR 75,09,50,250/- (INDIAN RUPEES SEVENTY FIVE CRORE NINE LAKH FIFTY THOUSAND TWO HUNDRED AND FIFTY ONLY) (INCLUSIVE OF ACCRUED INTEREST OF INR 9,50,250/- (INDIAN RUPEES NINE LAKH FIFTY THOUSAND TWO HUNDRED AND FIFTY ONLY)) ("NCDS" OR "DEBENTURES") UNDER ISIN INE413U07442 ON A PRIVATE PLACEMENT BASIS (THE "ISSUE") BY IIFL SAMASTA FINANCE LIMITED ("ISSUER" / "COMPANY").

1. We confirm that neither the issuer nor its promoters or directors have been prohibited from accessing the capital market under any order or direction passed by the Board. We also confirm that none of the intermediaries named in the offer document have been debarred from functioning by any regulatory authority.
2. We confirm that all the material disclosures in respect of the issuer have been made in the offer document and certify that, as applicable, any material development in the issue or relating to the issue up to the commencement of listing and trading of the securities offered through this issue shall be informed through public notices/advertisements in all those newspapers in which pre-issue advertisement and advertisement for opening or closure of the issue have been given. *Noted for Compliance. However, being a private placement, no pre-issue advertisement and advertisement for opening or closure of the issue have been given.*
3. We confirm that the offer document contains all disclosures as specified in the Securities and Exchange Board of India (Issue and Listing of Non-Convertible Securities) Regulations, 2021.

SKI Capital Services Limited

Equity | Commodities | Derivatives | Merchant Banking | REA | Insurance | Alternative Investment
Tel: 011-45046000 | www.skicapital.net | Email: contact@skicapital.net
CIN-U74899DL1993PLC054443



4. We also confirm that all relevant provisions of the Companies Act, Securities Contracts (Regulation) Act, 1956, Securities and Exchange Board of India Act, 1992, and the Rules, Regulations, Guidelines, Circulars issued thereunder are complied with.

We confirm that all comments/complaints received on the draft offer document filed on the website of NSE (designated stock exchange) have been suitably addressed. *Not Applicable since the issue being a private placement*

Manick Wadhwa
Digitally signed
by Manick
Wadhwa
Date: 2025.01.28
15:52:28 +05'30'

Manick Wadhwa
SKI Capital Services Limited
Registration Number: INM000012768
Place: New Delhi
Date: 28/01/2026


SKI Capital Services Limited

Equity | Commodities | Derivatives | Merchant Banking | RTA | Insurance | Alternative Investment

Tel: 011-45046000 | www.skicapital.net | Email: contact@skicapital.net

CIN-U74899DL1993PLC054443

ANNEXURE XIV – ALM STATEMENTS



Reserve Bank of India

[View Online](#)

General Information
Filing Information

Statements
DWR548Structural Liquidity - Statement of Structural Liquidity
DWR548RS - Statement of Interest Rate Sensitivity (RS)
Authorised Signatory - Authorised Signatory

LEGEND	
Numeric Data	
Text Block Data	
Text Data	
Dropdown Data	
No Data	
Blocked Data	
Reporting Date	
Auto Populated Value	
Formula Cell	
Master Driven Data	
Dynamic Dropdown Data	
Free Text Data	



Filing Information

Filing Information	
	Information
Return Name	DNB004B-Structural Liquidity & Interest Rate Sensitivity - Monthly
Return Code	R228
Name of reporting Institution	IPL Samata Finance Limited (Formerly Samata Microfinance Limited)
Bank / FI code	BAN12000
Institution Type	NBFC
Reporting frequency	Monthly
Reporting start date	01-12-2025
Reporting end date	31-12-2025
Reporting currency	INR
Reporting scale	Lakhs
Taxonomy version	1.1.0
Tool name	RBI File
Tool version	1.0.0
Report status	Un-Audited
Date of Audit	
General remarks	

Scoping Question	
	Y/N/D
Whether NBFC Profile has been updated on website	Yes
Category Of NBFC	Non-Deposit taking Systemically Important (NDSI) NBFC
Classification of NBFC	(v) NBFC- Micro Finance Institution

The image displays a highly detailed financial table, possibly a budget or financial statement, with a complex structure of columns and rows. The table is largely obscured by a large grey rectangular area, with only the top and bottom portions visible. The visible parts show a header row with various categories and numerical data. The table appears to be organized into several main sections, with the top section containing a header row with multiple columns, including what looks like a date, a category, and several numerical columns. The bottom section shows a summary row with a total value and a percentage. The overall appearance is that of a professional financial document, but the content is mostly hidden.

The image shows a small, partially visible table with multiple columns and rows. The table appears to be a financial or operational summary, with columns containing numerical data and rows containing text labels. The table is oriented horizontally and is located in the upper left quadrant of the page. The text is too small to read, but the structure suggests a detailed data set.

The image shows a large, complex table with a yellow header row. The table is mostly obscured by a large blue rectangular area, suggesting redaction or a placeholder. The visible parts show a header row with various categories and a list of items in the first column. The table appears to be a detailed financial or operational report, possibly a budget or a list of activities, given the context of the document title 'Key Information Document'.

The image shows a large table with a yellow header and multiple columns. The table is mostly obscured by a large blue rectangular area, suggesting it is a placeholder or a redacted section of the document. The visible text in the header and the first few rows is illegible due to the low resolution and the blue overlay.



AuthorisedSignatory - Authorised Signatory

Table 1: Authorised Signatory		
Particulars	Value	
	NBFO	
Name of the Person Filing the Return	Y010	Anantha Kumar T
Designation	Y020	Chief Financial Officer
Office No. (with STD Code)	Y030	08042913509
Mobile No.	Y040	9843378845
Email Id	Y050	ananthakumart@ifsama sta.com
Date	Y060	14-01-2026
Place	Y070	Bengaluru

1. All values must be reported in Rs lakh.
2. Enter all dates in dd-mm-yyyy format.
3. Please ensure that the financial information furnished in the various sheets of this return are correct and reflecting the true picture of the business operations of the NBFC, if found otherwise, the concerned NBFC would be liable for penal action under the provisions of RBI Act.