

(This Key Information Document is neither a prospectus nor a statement in lieu of a prospectus)

SECTION 7: UNDERTAKINGS

7.1 UNDERTAKINGS IN RELATION TO THE ISSUER BEING ELIGIBLE UNDER THE SEBI DEBT LISTING REGULATIONS

The Issuer hereby undertakes and confirms that the following (as set out in Regulation 5 of the SEBI Debt Listing Regulations) are not applicable to the Issuer as on the date of this Key Information Document:

- (a) the Issuer, any of its promoters, promoter group or directors are debarred from accessing the securities market or dealing in securities by the Board;
- (b) any of the promoters or directors of the Issuer is a promoter or director of another company which is debarred from accessing the securities market or dealing in securities by the Board;
- (c) the Issuer or any of its promoters or directors is a wilful defaulter;
- (d) any of the promoters or whole-time directors of the issuer is a promoter or whole-time director of another company which is a wilful defaulter;
- (e) any of its promoters or directors is a fugitive economic offender; or
- (f) any fine or penalties levied by the Board /Stock Exchanges is pending to be paid by the Issuer at the time of filing the General Information Document.

7.2 UNDERTAKING ON CREATION OF SECURITY PURSUANT TO REGULATION 48(2) OF THE SEBI DEBT LISTING REGULATIONS

- (a) The assets over which security is proposed to be created to secure any series of Debentures issued pursuant to this Key Information Document for the issuance of Debentures are sole and absolute property of the Issuer and are free from any mortgage, charge or encumbrance and are not subject to any *lis pendens*, attachment, or other order or process issued by any Governmental Authority.
- (b) The assets over which security is proposed to be created to secure any series of Debentures issued pursuant to this Key Information Document for the issuance of Debentures to meet the hundred percent security cover or higher security cover are 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.

7.3 UNDERTAKING PURSUANT TO PARAGRAPH 3.3.35 of SCHEDULE I OF THE SEBI DEBT LISTING REGULATIONS

- (a) Investors are advised to read the risk factors (set out in Section 3 of the General Information Document) 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/Debentures have not been recommended or approved by the 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.

Specific attention of investors is invited to the statement of 'Risk factors' given on page number 21 under the section 'General Risks' of the General Information Document.

- (b) The Issuer, having made all reasonable inquiries, accepts responsibility for, and confirms that the General Information Document contains all information with regard to the Issuer and the Issue, that the information contained in this Key Information Document and the General 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 the General Information Document as a whole or any of such information or the expression of any such opinions or intentions misleading in any material respect.

(This Key Information Document is neither a prospectus nor a statement in lieu of a prospectus)

- (c) The Issuer has no side letter with any debt securities holder except the one(s) disclosed in the General Information Document. Any covenants later added shall be disclosed on the stock exchange website where the debt is listed.

7.4 DECLARATION/STATEMENT PURSUANT TO PARAGRAPH 3.3.36(c) of SCHEDULE I OF THE SEBI DEBT LISTING REGULATIONS

The Issuer declares that nothing in this Key Information 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.

7.5 DISCLOSURES PURSUANT TO CHAPTER II (DUE DILIGENCE BY DEBENTURE TRUSTEES) OF THE SEBI DEBENTURE TRUSTEES MASTER CIRCULAR

Please refer to Annexure VI of this Key Information Document for the disclosures pursuant to Chapter II (*Due Diligence by Debenture Trustees*) of the SEBI Debenture Trustees Master Circular.

7.6 OTHER UNDERTAKINGS

The Issuer hereby confirms that:

- (a) the Issuer is eligible and in compliance with SEBI Debt Listing Regulations, as amended from time to time, to make the private placement of debt instruments;
- (b) (to the extent applicable) the Issuer or its promoters or whole-time directors are not in violation of the provisions of Regulation 24 of the SEBI (Delisting of Equity Shares) Regulations, 2021;
- (c) neither the Issuer nor any of its promoters or directors is a willful defaulter as defined under Regulation 2 (1) (ss) of the SEBI Debt Listing Regulations; and
- (d) the Issuer, its promoters, its directors are not in violation of the restrictions imposed by SEBI under SEBI circular no. SEBI/HO/ MRD/DSA/CIR/P/2017/92 dated August 01, 2017.

7.7 ATTESTATION BY DIRECTORS

The directors of the Issuer hereby attest as follows:

- (a) The Issuer is in compliance with the provisions of Securities Contracts (Regulation) Act, 1956 and the Securities and Exchange Board of India Act, 1992, Companies Act, 2013 and the rules and regulations made thereunder.
- (b) The compliance with the Securities Contracts (Regulation) Act, 1956 and the Securities and Exchange Board of India Act, 1992, Companies Act, 2013 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 this Key Information Document.
- (d) Whatever is stated in this Key Information Document, the General 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 and the General Information Document 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) General Risk:

(This Key Information Document is neither a prospectus nor a statement in lieu of a prospectus)

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 3 of the General Information Document. These risks are not, and are not intended to be, a complete list of all risks and considerations relevant to the non-convertible securities or investor's decision to purchase such securities.

- (f) 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.
- (g) The person(s) set out below are duly authorised to attest to the above by the board of directors or the governing body, as the case may be, by a resolution, a copy of which is also disclosed in this Key Information Document.

For Unifinz Capital India Limited

On behalf of the Issuer:

KAUSHIK
CHATTERJEE
E
Digitally signed by
KAUSHIK
CHATTERJEE
Date: 2026.04.20
18:01:30 +05'30'

Name: Mr. Kaushik Chatterjee
Designation: Chief Executive Officer
Date: April 20, 2026
Place: New Delhi, India

On behalf of the Issuer:

RITU
TOMAR
Digitally signed
by RITU TOMAR
Date: 2026.04.20
18:02:15 +05'30'

Name: Ms. Ritu Tomar
Designation: Company Secretary / Compliance Officer
Date: April 20, 2026
Place: New Delhi, India

(This Key Information Document is neither a prospectus nor a statement in lieu of a prospectus)

SECTION 8: KEY TERMS OF THE ISSUE

8.1 SUMMARY TERMS

Security Name (Name of the non-convertible securities which includes (Coupon/dividend, Issuer Name and maturity year) e.g. 8.70% XXX 2015.	13.00% UCIL April 2028
Issuer	Unifinz Capital India Limited
Type of Instrument	Listed, rated, senior, secured, taxable, transferable, redeemable, non-convertible debentures
Nature of Instrument (Secured or Unsecured)	Secured
Seniority (Senior or Subordinated)	Senior
Eligible Investors	Please refer Section 9.7.
Listing (name of stock Exchange(s) where it will be listed and timeline for listing)	<p>(a) The Issuer shall submit all duly completed documents to the SEBI, ROC or any other Governmental Authority, as are required under Applicable Law and obtain the listing of the Debentures within the timelines prescribed under the SEBI Listing Timelines Requirements (being on or prior to the expiry of 3 (three) Business Days from the Issue Closing Date) ("Listing Period").</p> <p>(b) The Issuer shall ensure that the Debentures continue to be listed (in accordance with the SEBI NCS Regulations and other Applicable Law) on the wholesale debt market segment of the BSE.</p> <p>(c) In the event there is any delay in listing of the Debentures beyond the Listing Period, the Issuer will pay to the Debenture Holders, penal interest of 1% (one percent) per annum over the Interest Rate, from the Deemed Date of Allotment until the listing of the Debentures is completed.</p> <p>(d) The Issuer shall comply with all covenants, undertakings and requirements set out in Section 8.2.7 (<i>Listing and Monitoring Requirements</i>)</p>
Rating of the Instrument	"BBB-/Stable" by CRISIL Ratings Limited.
Issue Size	<p>Up to INR 60,00,00,000 (Indian Rupees Sixty Crore) including a green shoe option of up to INR 40,00,00,000 (Indian Rupees Forty Crore).</p> <p>Pursuant to this Key Information Document, the addressee of this Key Information Document has the option to subscribe to an additional amount of up to 40,000 (forty thousand) listed, rated, senior, secured, taxable, transferable, redeemable, non-convertible debentures denominated in Indian Rupees, each having a face value of INR 10,000 (Indian Rupees Ten Thousand) and an aggregate nominal value of INR 40,00,00,000 (Indian Rupees Forty Crore) ("Green Shoe Option").</p> <p>It is hereby clarified that the base issue size for the present issuance of Debentures is 20,000 (twenty thousand) listed, rated, senior, secured, taxable, transferable, redeemable, non-convertible debentures denominated in Indian Rupees, each having a face value of INR 10,000 (Indian Rupees Ten Thousand), aggregating to INR 20,00,00,000 (Indian Rupees Twenty Crore).</p>
Minimum Subscription	Minimum application shall not be less than INR 1,00,00,000 (Indian Rupees One Crore) (being 1,000 (one thousand) Debentures) and in multiples of 1 (one) Debenture thereafter.

(This Key Information Document is neither a prospectus nor a statement in lieu of a prospectus)

<p>Option to retain oversubscription (Amount)</p>	<p>Not Applicable.</p> <p>However, pursuant to this Key Information Document, the addressee of this Key Information Document has the option to subscribe to an additional amount of up to 40,000 (forty thousand) listed, rated, senior, secured, taxable, transferable, redeemable, non-convertible debentures denominated in Indian Rupees, each having a face value of INR 10,000 (Indian Rupees Ten Thousand) and an aggregate nominal value of INR 40,00,00,000 (Indian Rupees Forty Crore).</p>
<p>Objects of the Issue / Purpose for which there is requirement of funds</p>	<p>(a) The funds raised by the Issue shall be utilized by the Issuer to finance the growth of the portfolio of the Issuer as is permitted for bank finance by the RBI and to augment the long term growth of the Issuer ("Purpose").</p> <p>The amount equivalent to 100% of the funds raised by the Issue will be utilized towards the Purpose.</p> <p>(b) The funds raised by the Issue shall be utilised by the Issuer solely for the Purpose and the Issuer shall not use the proceeds of the Issue towards:</p> <ul style="list-style-type: none"> (i) any capital market instrument such as equity and equity linked instruments or any other capital market related activities (whether directly or indirectly); (ii) refinancing of existing Financial Indebtedness of the Issuer; (iii) investment in the real estate sector/real estate business (including the acquisition/purchase of land); (iv) any speculative business or activity; (v) any payments towards dividends; (vi) any activities mentioned in the Exclusion List; and (vii) in contravention of Applicable Law (including without limitation, any guidelines, rules or regulations of the RBI and/or SEBI applicable to non-banking financial companies). <p>PROVIDED HOWEVER THAT the Issuer shall not use the funds raised by the Issue towards on-lending to other non-banking financial companies and/or financial institutions without the prior written consent of the Debenture Holder(s), and the funds raised by the Issue shall be utilised in accordance with the Applicable Law.</p>
<p>In case the issuer is a NBFC and the objects of the issue entail loan to any entity who is a 'group company' then disclosures shall be made in the following format:</p>	<p>The proceeds of the Issue will not be utilised for providing loans to any group company.</p>
<p>Details of the utilization of the Proceeds</p>	<p>(a) The funds raised by the Issue shall be utilized by the Issuer to finance the growth of the portfolio of the Issuer as is permitted for bank finance by the RBI and to augment the long term growth of the Issuer ("Purpose").</p> <p>The amount equivalent to 100% of the funds raised by the Issue</p>

(This Key Information Document is neither a prospectus nor a statement in lieu of a prospectus)

	<p>will be utilized towards the Purpose.</p> <p>(b) The funds raised by the Issue shall be utilised by the Issuer solely for the Purpose and the Issuer shall not use the proceeds of the Issue towards:</p> <ul style="list-style-type: none"> (i) any capital market instrument such as equity and equity linked instruments or any other capital market related activities (whether directly or indirectly); (ii) refinancing of existing Financial Indebtedness of the Issuer; (iii) investment in the real estate sector/real estate business (including the acquisition/purchase of land); (iv) any speculative business or activity; (v) any payments towards dividends; (vi) any activities mentioned in the Exclusion List; and (vii) in contravention of Applicable Law (including without limitation, any guidelines, rules or regulations of the RBI and/or SEBI applicable to non-banking financial companies). <p>PROVIDED HOWEVER THAT the Issuer shall not use the funds raised by the Issue towards on-lending to other non-banking financial companies and/or financial institutions without the prior written consent of the Debenture Holder(s), and the funds raised by the Issue shall be utilised in accordance with the Applicable Law.</p>
<p>Coupon/Dividend Rate</p>	<p>13% (thirteen percent) per annum (fixed), payable monthly on the Interest Payment Dates as specified in Annexure IV below.</p> <p><i>Interest on Debentures</i></p> <p>Subject to the sub-section named "<i>Step Up</i>" below, the interest on the Debentures, and shall be payable by the Issuer to the Debenture Holders on the Interest Payment Dates.</p> <p>The interest payment schedule is set out in Annexure IV.</p>
<p>Step Up</p>	<p>(a) If, at any time until the Final Redemption Date, (A) the rating of the Debentures is downgraded below the Rating by 1 (one) notch or more, and/or (B) the credit rating of the Issuer is downgraded from its current rating of "BBB-/Stable" ("Company Rating") by 1 (one) notch or more, each by any credit rating agency, the Interest Rate shall be increased by 3% (three percent) per annum for each downgrade of 1 (one) notch below the Rating and/or the Company Rating (as the case may be) ("Step Up Rate"), and such increased Interest Rate shall be applicable on the Outstanding Principal Amounts with effect from the date of such downgrade. Step Up, in accordance with this subparagraph (a) shall not require any notice, intimation or action on behalf of the Debenture Trustee or the Debenture Holders.</p> <p>(b) Following any Step Up, if the rating of the Debentures and/or the Issuer is upgraded, the prevailing Step Up Rate shall be decreased by 3%</p>

(This Key Information Document is neither a prospectus nor a statement in lieu of a prospectus)

	<p>(three percent) for each upgrade of 1 (one) notch from the prevailing rating of the Debentures and/or the Issuer (as the case may be) (until the rating of the Debentures and/or the Issuer is restored to the Rating and/or the Company Rating (as the case may be)), and such decreased rate of interest shall be applicable on the Outstanding Principal Amounts with effect from the date of such upgrade. PROVIDED THAT the decreased rate of interest in accordance with this sub-paragraph (b) cannot, in any case, be lower than the Interest Rate (as on the Deemed Date of Allotment). The decrease in the rate of interest in accordance with this sub-paragraph (b) shall not require any notice, intimation or action on behalf of the Debenture Trustee or the Debenture Holders.</p> <p>(c) It is clarified that, if following any Step Up, the rating of the Debentures and/or the Issuer is restored to the Rating and/or the Company Rating (as the case may be), then the revised interest shall be payable from the date that the rating of the Debentures and/or the Issuer is restored.</p> <p>(d) In case the Issuer and/or the Debentures are rated by more than one rating agency, then the lowest rating provided to the Issuer and/or the Debentures will be considered for the purposes of this sub-section.</p>
Step-Down	Not Applicable
Coupon/Dividend Payment Frequency	Monthly
Coupon/Dividend Payment Dates	Please refer Annexure IV.
Cumulative / non-cumulative, in case of dividend	Not Applicable.
Coupon Type (Fixed, floating or other structure)	Fixed
Coupon Reset Process (including rates, spread, effective date, interest rate cap and floor etc).	Not Applicable.
Day Count Basis (Actual/Actual)	Interest and all other charges shall accrue based on an actual/actual basis.
Interest on Application Money	<p>(a) Interest at the Interest Rate, subject to deduction of tax at source in accordance with Applicable Law, will be paid by the Issuer on the Application Money to the Applicants from the date of receipt of such Application Money up to 1 (one) day prior to the Deemed Date of Allotment for all valid applications, within 7 (seven) Business Days from the Deemed Date of Allotment. Where pay-in date of the Application Money and the Deemed Date of Allotment are the same, no interest on Application Money will be payable.</p> <p>(b) Where the entire subscription amount has been refunded, the interest on Application Money will be paid along with the refunded amount to the bank account of the Applicant as described in the Application Form by electronic mode of transfer such as (but not limited to) RTGS/NEFT/direct credit.</p> <p>(c) Where an Applicant is allotted a lesser number of Debentures than applied for, the excess amount paid on application will be refunded to the Applicant in the bank account of the Applicant as described in the Application Form towards interest on the refunded money by electronic mode of transfer like RTGS/NEFT/direct credit. Details of allotment will be sent to each successful Applicant.</p>

(This Key Information Document is neither a prospectus nor a statement in lieu of a prospectus)

Default Interest Rate	<p>(a) Subject to Section 8.2.7.1 (<i>Consequences and Remedies of an Event of Default</i>), on the occurrence of a Payment Default, the Issuer agrees to pay additional interest at 4% (four percent) per annum above the Interest Rate on the Outstanding Principal Amounts, commencing from the date of occurrence of the Payment Default until such Payment Default is cured or the relevant Secured Obligations are repaid.</p> <p>(b) Subject to Section 8.2.7.1 (<i>Consequences and Remedies of an Event of Default</i>), in case of a breach of any covenants as set out in the transaction documents (including without limitation, the financial covenants set out under Section 8.2.2 (<i>Financial Covenants</i>)) and or the occurrence of any other Event of Default, the Issuer agrees to pay additional interest rate of 4% (four percent) annum above the Interest Rate on the Outstanding Principal Amounts from the date of occurrence of such breach or Event of Default until such breach or Event of Default is cured or the relevant Secured Obligations are repaid.</p> <p>(c) In the event there is any delay in providing any of the information set out in Section 8.2.3 (<i>Reporting Covenants</i>) beyond the relevant timelines set out in respect of such item/information in Section 8.2.3 (<i>Reporting Covenants</i>), the Issuer agrees to pay additional interest rate of 2% (two percent) per annum above the Interest Rate on the Outstanding Amounts for each day of delay until the date on which the relevant item/information is provided in accordance with Section 8.2.3 (<i>Reporting Covenants</i>).</p> <p>(d) In the event of any delay in the creation or perfection of the security interest in terms of the Deed of Hypothecation, the Issuer agrees to pay additional interest at the rate of 4% (four percent) per annum above the Interest Rate on the Outstanding Principal Amounts in accordance with Section 8.2.4(n) (<i>Delay in Execution of Transaction Documents</i>). It is clarified that no additional interest would be payable in accordance with this sub-paragraph (d) in addition to the additional/default interest being paid pursuant to Section 8.2.4(n) (<i>Delay in Execution of Transaction Documents</i>).</p> <p>It is clarified that the payment of any additional interest in accordance with this sub-section shall be in addition to and independent of any additional interest payable by the Issuer in accordance with any other provision of the transaction documents.</p>
Tenor	24 (twenty four) months from the Deemed Date of Allotment.
Redemption Date	April 23, 2028
Redemption Amount	INR 10,000 (Indian Rupees Ten Thousand) per Debenture. However, please also refer the sub-section named " <i>Put Date</i> ".
Redemption Premium/Discount	Not Applicable. However, please also refer the sub-section named " <i>Put Date</i> ".
Issue Price	INR 10,000 (Indian Rupees Ten Thousand) per Debenture
Discount at which security is issued and the effective yield as result of such discount	Not Applicable.
Put Date	<p>(a) Any Debenture Holder or a group of Debenture Holders holding Debentures representing an aggregate outstanding principal amount of not less than INR 5,00,00,000 (Indian Rupees Five Crore) (the "Exercising Debenture Holders") shall, through the Debenture Trustee, have the right (but not the obligation) to require the Issuer to redeem the Debentures held by such Exercising Debenture Holders on any Put Option Termination Date (the "Put Option"), in accordance with this sub-section named "<i>Put Date</i>". Any Debentures that are the subject matter of any Put Option pursuant to this sub-paragraph (a) shall be redeemed at 95% (ninety five percent) of the face value of such</p>

(This Key Information Document is neither a prospectus nor a statement in lieu of a prospectus)

	<p>Debenture.</p> <p>(b) For the purposes of exercising the Put Option on any Put Option Termination Date:</p> <p>(i) the Exercising Debenture Holders shall inform the Debenture Trustee of their intention to exercise the Put Option, following which the Debenture Trustee shall provide a notice to all other Debenture Holders of the proposed exercise of the Put Option.</p> <p>Any Debenture Holder that is desirous of joining in the exercise of the Put Option shall provide its confirmation to the Debenture Trustee by no later than 5 (five) Business Days of receipt of the abovementioned notice from the Debenture Trustee. Any such Debenture Holder that joins in the exercise of the Put Option shall also be deemed to be a part of the Exercising Debenture Holders. Any Debenture Holder that declines to participate in the Put Option or fails to provide its response within the aforementioned period shall not be part of the Exercising Debenture Holders;</p> <p>For avoidance of doubt, it is clarified that the Debenture Holders other than the Exercising Debenture Holders shall continue to hold their Debentures, and shall not be required to participate in the exercise of the Put Option.</p> <p>It is further clarified that the exercise of the Put Option by the Exercising Debenture Holders shall be limited only to the Debentures held by the Exercising Debenture Holders and shall not require or result in the redemption of the Debentures held by any other Debenture Holders;</p> <p>(ii) the Debenture Trustee shall provide a notice to the Issuer in writing (A) within the relevant Put Option Notification Period, and (B) in any event at least 21 (twenty one) calendar days prior to the commencement of the relevant Put Option Exercise Period in accordance with the Debt Listing Regulations, informing the Issuer of the intention of the Exercising Debenture Holders to exercise the Put Option ("Put Option Exercise Notification") on the relevant Put Option Termination Date; and</p> <p>(iii) following the providing of the Put Option Exercise Notification, the Issuer shall redeem only the Debentures held by the Exercising Debenture Holders, at 95% (ninety five percent) of the face value per Debenture, by making payment of:</p> <p>(A) the Outstanding Principal Amounts determined on the basis of a redemption value of 95% (ninety five percent) of the face value per Debenture; and</p> <p>(B) all other Outstanding Amounts in respect of the Debentures held by the Exercising Debenture Holders,</p> <p>to the Exercising Debenture Holders on any day within the relevant Put Option Exercise Period, wherein it is mutually agreed between the Issuer and the Debenture Trustee that such payment shall be</p>
--	--

(This Key Information Document is neither a prospectus nor a statement in lieu of a prospectus)

	made on the relevant Put Option Termination Date. (c) The Put Option Payment Notification shall be irrevocable.
Put Price	Please refer sub-section named " <i>Put Date</i> " above.
Call Date	Not Applicable
Call Price	Not Applicable
Put Notification Time (Timelines by which the investor need to intimate Issuer before exercising the put)	Please refer sub-section named " <i>Put Date</i> " above.
Call Notification Time (Timelines by which the Issuer need to intimate investor before exercising the call)	Not Applicable
Face Value	INR 10,000 (Indian Rupees Ten Thousand) per Debenture
Minimum subscription amount and in multiples thereafter	Minimum application shall not be less than INR 1,00,00,000 (Indian Rupees One Crore) (being 1,000 (one thousand) Debentures) and in multiples of 1 (one) Debenture thereafter.
Issue Timing	
1. Issue Opening Date	April 22, 2026
2. Issue Closing Date	April 22, 2026
3. Date of earliest closing of the issue, if any.	N.A.
4. Pay-in Date	April 23, 2026
5. Deemed Date of Allotment	April 23, 2026
Settlement Mode of the Instrument	Please refer Section 9 below.
Depository	NSDL and CDSL
Disclosure of Interest/Dividend/ redemption dates	Please refer Annexure IV below.
Record Date	15 (fifteen) calendar days prior to each Due Date.
All covenants of the issue (including side letters, accelerated payment clause, etc.)	To be more particularly set out in the transaction documents. Please also refer Section 8.2 (<i>Terms of the Transaction Documents</i>) below for an indicative list of representations and warranties of the Issuer, financial covenants, reporting covenants, affirmative covenants, and negative covenants, and acceleration on event of default. All other covenants prescribed by/commercially agreed with the proposed investors are set out in this Section 8.1 (<i>Summary Terms</i>).
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	SECURITY (a) The Debentures shall be secured on or prior to the Deemed Date of Allotment by way of (i) a first ranking exclusive and continuing charge to be created in favour of the Debenture Trustee pursuant to an unattested deed of hypothecation, dated on or about the Effective Date, executed or to be executed and delivered by the Issuer in a form acceptable to the Debenture Trustee (" Deed of Hypothecation ") over identified book debts/loan receivables of the Issuer as described therein (the " Hypothecated Assets ") and (ii) such other security interest as may be agreed in writing between the Issuer and the Debenture Holders

(This Key Information Document is neither a prospectus nor a statement in lieu of a prospectus)

<p>of security, interest to the debenture holder over and above the coupon rate as specified in the Trust Deed and disclosed in the Key Information Document</p>	<p>(i) and (ii) are collectively referred to as the "Transaction Security").</p> <p>(b) The value of the Hypothecated Assets shall, at all times until the Final Settlement Date, be (i) at least 1.20 (one decimal two zero) times the value of the aggregate of the Outstanding Amounts, and (ii) the principal amounts of the Client Loans comprising the Hypothecated Assets shall be at least 1.20 (one decimal two zero) times the value of the Outstanding Amounts (the "Security Cover").</p> <p>(c) The value of the Hypothecated Assets for this purpose (for both initial and subsequent valuations) shall be the amount reflected as the value thereof in the books of accounts of the Issuer.</p> <p>(d) The Issuer shall create the charge over the Hypothecated Assets on or prior to the Deemed Date of Allotment and perfect such security by filing Form CHG-9 with the ROC and by ensuring and procuring that the Debenture Trustee files Form I with CERSAI in respect thereof within the time period prescribed in the transaction documents.</p> <p>(e) The Issuer hereby further agrees, declares and covenants with the Debenture Trustee as follows:</p> <p>(i) the Debentures shall be secured by way of a first ranking exclusive and continuing charge on the Hypothecated Assets in favour of the Debenture Trustee for the benefit of the Debenture Holders on or prior to the Deemed Date of Allotment;</p> <p>(ii) all the Hypothecated Assets that will be charged to the Debenture Trustee under the transaction documents shall always be kept distinguishable and held as the exclusive property of the Issuer specifically appropriated to the Transaction Security and be dealt with only under the directions of the Debenture Trustee;</p> <p>(iii) the Issuer shall not create any charge, lien or other encumbrance upon or over the Hypothecated Assets or any part thereof except in favour of the Debenture Trustee nor will it do or allow anything that may prejudice the Transaction Security;</p> <p>(iv) the Debenture Trustee shall be at liberty to incur all costs and expenses as may be necessary to preserve the Transaction Security and to maintain the Transaction Security undiminished and claim reimbursement thereof;</p> <p>(v) to create the security over the Hypothecated Assets as contemplated in the transaction documents on or prior to the Deemed Date of Allotment by executing the duly stamped Deed of Hypothecation;</p> <p>(vi) to register and perfect the security interest created thereunder by filing Form CHG-9 with the concerned ROC and ensuring and procuring that the Debenture Trustee files the prescribed Form I with CERSAI reporting the charge created to the CERSAI in relation thereto in accordance with the timelines</p>
---	--

(This Key Information Document is neither a prospectus nor a statement in lieu of a prospectus)

	<p>set out in the transaction documents;</p> <p>(vii) the Issuer shall, at the time periods set out in the transaction documents, provide a list of the Hypothecated Assets to the Debenture Trustee over which charge is created and subsisting by way of hypothecation in favour of the Debenture Trustee (for the benefit of the Debenture Holders) and sufficient to maintain the Security Cover;</p> <p>(viii) the Issuer shall, within the timelines prescribed under the transaction documents, add fresh receivables/Client Loans to the Hypothecated Assets so as to ensure that the Security Cover is maintained or replace such Hypothecated Assets that do not satisfy the eligibility criteria prescribed in the transaction documents. It is hereby clarified that, in the event any Client Loans comprising the Hypothecated Assets become overdue by more than 30 (thirty) days, the Issuer shall ensure that, within 10 (ten) Business Days of occurrence of such event, such Hypothecated Assets are replaced with receivables that are not overdue by more than 30 (thirty) days; and</p> <p>(ix) the Hypothecated Assets shall fulfil the eligibility criteria set out in the transaction documents.</p> <p>SPECIFIC DISCLOSURES</p> <p>(a) Type of security: Identified book debts/loan receivables of the Issuer.</p> <p>(b) Type of charge: Hypothecation.</p> <p>(c) Date of creation of security/ likely date of creation of security: On or prior to the Deemed Date of Allotment.</p> <p>(d) Minimum security cover: The value of the Hypothecated Assets shall, at all times until the Final Settlement Date, be at least (i) 1.20 (one decimal two zero) times the value of the aggregate of the Outstanding Amounts, and (ii) the principal amounts of the Client Loans comprising the Hypothecated Assets shall be at least 1.20 (one decimal two zero) times the value of the Outstanding Amounts.</p> <p>(e) Revaluation: N.A.</p> <p>(f) Replacement of security: The Issuer shall, within the timelines prescribed under the transaction documents, add fresh receivables/Client Loans to the Hypothecated Assets so as to ensure that the Security Cover is maintained or replace such Hypothecated Assets that do not satisfy the eligibility criteria prescribed in the transaction documents. It is hereby clarified that, in the event any Client Loans comprising the Hypothecated Assets become overdue by more than 30 (thirty) days, the Issuer shall ensure that, within 10 (ten) Business Days of occurrence of such event, such Hypothecated Assets are replaced with receivables that are not overdue by more than 30 (thirty) days.</p> <p>(g) Interest over and above the coupon rate:</p> <p>(i) In the event of any delay in the creation or perfection of the security interest in terms of the transaction documents, the Company agrees to pay additional interest at the rate of 4% (four percent) per annum on the Outstanding Principal</p>
--	---

(This Key Information Document is neither a prospectus nor a statement in lieu of a prospectus)

	<p>Amounts in addition to the Interest Rate in accordance with Section 8.2.4(n) (<i>Delay in Execution of Transaction Documents</i>)</p> <p>(ii) In the event of any delay in the execution of any transaction document or the creation and perfection of the Transaction Security in accordance with any transaction documents, the Issuer will, at the option of the Debenture Holders, either:</p> <p>(I) if so required by the Debenture Holders, refund the Application Money together with interest (including interest accrued) at the Interest Rate/discharge the Secured Obligations; and/or</p> <p>(II) pay to the Debenture Holders additional interest at the rate of 4% (four percent) per annum on the Outstanding Principal Amounts in addition to the Interest Rate until the relevant transaction document is duly executed or the security is duly created or perfected (as the case may be) in terms thereof or the Secured Obligations are discharged (whichever is earlier).</p>
<p>Transaction Documents</p>	<p>means:</p> <p>(a) the DTD;</p> <p>(b) the Debenture Trustee Agreement;</p> <p>(c) the Deed of Hypothecation;</p> <p>(d) the Debt Disclosure Documents;</p> <p>(f) the letters issued by, and each memorandum of understanding/agreement entered into with, the Rating Agency, the Debenture Trustee and/or the Registrar;</p> <p>(g) each tripartite agreement between the Issuer, the Registrar and the relevant Depository;</p> <p>(h) the Resolutions; and</p> <p>(i) any other document that may be designated as a Transaction Document by the Debenture Trustee or the Debenture Holders.</p>
<p>Conditions precedent to Disbursement</p>	<p>The Issuer shall fulfil the following conditions precedent, to the satisfaction of the Debenture Trustee, on or prior to the Deemed Date of Allotment, and shall submit and provide to the Debenture Trustee:</p> <p>CONSTITUTIONAL DOCUMENTS AND AUTHORISATIONS</p> <p>(a) a copy of the Constitutional Documents certified as correct, complete and in full force and effect by an appropriate officer of the Issuer;</p> <p>(b) a copy of the resolution of the Issuer's board of directors/committee of the Issuer's board of directors authorising the execution, delivery and performance of the transaction documents, certified as correct, complete and in full force and effect by an appropriate officer of the Issuer, together with the relevant filings (including, to the extent applicable, Form MGT-14) in respect of such resolution made with the</p>

(This Key Information Document is neither a prospectus nor a statement in lieu of a prospectus)

	<p>ROC in accordance with the Companies Act;</p> <p>(c) (to the extent applicable) a copy of the resolution of the shareholders of the Issuer under Section 42 of the Companies Act, certified as correct, complete and in full force and effect by an appropriate officer of the Issuer, together with the relevant filings (including, to the extent applicable, Form MGT-14) in respect of such resolution made with the ROC in accordance with the Companies Act;</p> <p>(d) a copy of a resolution of the shareholders of the Issuer under Section 180(1)(c) of the Companies Act approving the borrowing contemplated under the transaction documents OR a certificate of an authorised person of the Issuer confirming the non-applicability of Section 180(1)(c) of the Companies Act, together with the relevant filings (including, to the extent applicable, Form MGT-14) in respect of such resolution made with the ROC in accordance with the Companies Act;</p> <p>(e) a copy of a resolution of the shareholders of the Issuer under Section 180(1)(a) of the Companies Act approving the creation of security over the Hypothecated Assets OR a certificate of an authorised person of the Issuer confirming the non-applicability of Section 180(1)(a) of the Companies Act, together with the relevant filings (including, to the extent applicable, Form MGT-14) in respect of such resolution made with the ROC in accordance with the Companies Act;</p> <p>TRANSACTION DOCUMENTS</p> <p>(f) execution, delivery and stamping of the transaction documents (including the Debt Disclosure Documents) in a form and manner satisfactory to the Debenture Trustee;</p> <p>INTERMEDIARY DOCUMENTS</p> <p>(g) a copy of the rating letter and/or the rating rationale issued in relation to the Debentures affirming/assigning a rating of at least "BBB-(Stable)";</p> <p>(h) a copy of the consent from the Debenture Trustee to act as the debenture trustee for the Issue;</p> <p>(i) a copy of the consent from SKI Capital Services Limited to act as the merchant banker for the Issue;</p> <p>(j) a copy of the consent of the Registrar to act as the registrar and transfer agent for the Issue;</p> <p>(k) a copy of the tripartite agreement(s) executed between the Issuer, the Registrar and the relevant Depository;</p> <p>CERTIFICATES AND OTHERS</p> <p>(l) the audited financial statements of the Issuer for the Financial Year ended March 31, 2025 and, to the extent required by the Debenture Holders and available with the Issuer, the most recently prepared audited/unaudited financial statements of the Issuer for most recent financial half-year or financial quarter;</p>
--	---

(This Key Information Document is neither a prospectus nor a statement in lieu of a prospectus)

	<p>(m) evidence that all 'know your customer' requirements to the satisfaction of the Debenture Trustee/the Applicants has been provided;</p> <p>(n) a certificate from a person from the authorised signatories of the Issuer addressed to the Debenture Trustee confirming as on the Deemed Date of Allotment/the date of the certificate, <i>inter alia</i>:</p> <p>(i) the persons authorised to sign the transaction documents and any document to be delivered under or in connection therewith, on behalf of the Issuer, together with the names, titles and specimen signatures of such authorised signatories;</p> <p>(ii) the Issuer has the power under the Constitutional Documents to borrow amounts by way of the issuance of the Debentures and create the Transaction Security to secure such Debentures;</p> <p>(iii) the issuance of the Debentures and the creation of security over the Hypothecated Assets will not cause any limit, including any borrowing or security providing limit binding on the Issuer to be exceeded;</p> <p>(iv) no consents and approvals are required by the Issuer from its creditors or any Governmental Authority or any other person for the issuance of the Debentures and creation of security under the transaction documents;</p> <p>(v) the representations and warranties contained in the transaction documents are true and correct in all respects;</p> <p>(vi) the Issuer is not in breach/default of any covenants prescribed under the documentation in respect of any Financial Indebtedness availed by the Issuer, and in case the Issuer is in such breach/default, the Issuer has obtained a no-objection certificate or waiver in respect of the relevant breach/default from the provider(s) of such Financial Indebtedness, the copies of which shall be disclosed in the certificate;</p> <p>(vii) no Event of Default has occurred or is subsisting;</p> <p>(viii) no Material Adverse Effect has occurred; and</p> <p>(ix) no investor or shareholder consent/approval, pursuant to the articles of association of the Issuer or any shareholders' agreements or other documents/instruments entered into by the Issuer and its shareholders and investors, is required for the Issuer to enter into or perform its obligations under the transaction documents;</p> <p>(o) a copy of the in-principle approval provided by the BSE in respect of the General Information Document within the timelines prescribed under the SEBI Listing Timelines Requirements;</p> <p>(p) copies of the due diligence certificates from the Debenture Trustee in accordance with Chapter II (<i>Due Diligence by Debenture Trustees</i>) of the SEBI Debenture Trustees Master Circular and the SEBI NCS</p>
--	--

(This Key Information Document is neither a prospectus nor a statement in lieu of a prospectus)

	<p>Regulations;</p> <p>(q) a copy of the due diligence certificate(s) from the merchant banker appointed in terms of the SEBI circular no. SEBI/HO/DDHS/DDHS-PoD-1/P/CIR/2024/94 dated July 3, 2024 on "<i>Reduction in denomination of debt securities and non-convertible redeemable preference shares</i>" read with SEBI circular no. HO/17/11/24(1)2025-DDHS-POD1/I/491/2025 dated December 18, 2025 on "<i>Modification in the conditions specified for reduction in denomination of debt securities</i>";</p> <p>(r) the required details of the Hypothecated Assets in such manner and on such platform (electronic or otherwise) as may be required in accordance with Chapter III (<i>Security and Covenant Monitoring System</i>) of the SEBI Debenture Trustees Master Circular, including on the "<i>Distributed Ledger Technology</i>" (<i>DLT</i>) system";</p> <p>(s) evidence that all fees, costs and expenses (including applicable stamp duties) then due from the Issuer pursuant to the transaction documents have been or will be paid prior to the Deemed Date of Allotment;</p> <p>(t) evidence of (i) the allotment of the International Securities Identification Number (ISIN) in respect of the Debentures along with such other details as may be required by the Debenture Holders, and/or (ii) the application for an International Securities Identification Number (ISIN) in respect of the Debentures along with a confirmation of receipt of such application by the Depository(ies) together with such other details as may be required by the Debenture Holders; and</p> <p>(v) such other information, documents, certificates, opinions, undertakings, and instruments as the Debenture Holders/Debenture Trustee may reasonably request.</p>
<p>Conditions Subsequent to Disbursement</p>	<p>The Issuer shall fulfil the following conditions subsequent, to the satisfaction of the Debenture Trustee:</p> <p>(a) the Issuer shall, on the Deemed Date of Allotment, provide a copy of the resolution of the Issuer's board of directors/committee of the Issuer's board of directors in respect of the allotment of the Debentures, certified as correct, complete and in full force and effect by an appropriate officer of the Issuer;</p> <p>(b) 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 SEBI Listing Timelines Requirements and provide evidence that the depository accounts of the Debenture Holders with the Depositories has been credited with the Debentures within 2 (two) Business Days from the Deemed Date of Allotment or such further time period as may be agreed by the Parties;</p> <p>(c) the Issuer shall, on or prior to the utilisation of the Application Money received by the Issuer, or within 7 (seven) Business Days of the allotment of the Debentures, whichever is earlier, file a return of allotment of securities under Form PAS-3 of the Companies (Prospectus and Allotment of Securities) Rules, 2014 with the ROC along with a list of the Debenture Holders and with the prescribed fee;</p>

(This Key Information Document is neither a prospectus nor a statement in lieu of a prospectus)

	<p>(d) if so required, the Issuer 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;</p> <p>(e) the Issuer shall in respect of the Transaction Security, file Form CHG-9 with the ROC and shall ensure and procure that the Debenture Trustee files the prescribed Form I with CERSAI, each within 30 (thirty) days (or such other time period as may be prescribed under Applicable Law) from the date of creation of the Transaction Security;</p> <p>(f) the Issuer shall make the application for listing of the Debentures and obtain listing of the Debentures on the wholesale debt market segment of the BSE within the timelines prescribed under the SEBI Listing Timelines Requirements (being on or prior to the expiry of 3 (three) Business Days from the "Issue Closing Date" set out in the Debt Disclosure Documents);</p> <p>(g) to the extent applicable and required under Applicable Law, the Issuer shall submit all information (including in relation to the security created under the transaction documents), and 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, within 30 (thirty) calendar days from the date of the transaction documents, or such other time period as may be prescribed under Applicable Law;</p> <p>(h) the Issuer shall on or prior to making the application for listing, provide copies of the due diligence certificates from the Debenture Trustee in accordance with Chapter II (<i>Due Diligence by Debenture Trustees</i>) of the SEBI Debenture Trustees Master Circular and the SEBI NCS Regulations, as may be required for obtaining the listing of the Debentures;</p> <p>(i) within 30 (thirty) calendar days from the Deemed Date of Allotment, the Issuer shall provide a certificate from an independent chartered accountant and (if so required by the Debenture Trustee) the statutory auditor of the Issuer addressed to the Debenture Trustee confirming the utilisation of funds raised through the issue of Debentures for the Purpose;</p> <p>(j) the Issuer shall, within such time period as may be prescribed by the Debenture Trustee, provide evidence that stamp duty on the Debentures has been paid by the Issuer;</p> <p>(k) comply with such other conditions and provide such other information and documents as the Debenture Holders/Debenture Trustee may reasonably request, or as may be required under Applicable Law;</p> <p>(l) the Issuer shall, within 30 (thirty) days from the Deemed Date of Allotment, furnish to the Debenture Trustee, a final signed legal opinion issued by legal counsel, confirming the due execution, validity and enforceability of the transaction documents.</p>
<p>Event of Default (including manner of voting /conditions of joining Inter Creditor Agreement)</p>	<p>Please refer Section 8.2.7 below.</p>

(This Key Information Document is neither a prospectus nor a statement in lieu of a prospectus)

<p>Creation of recovery expense fund</p>	<p>(a) The Issuer hereby undertakes and confirms that it shall, within the time period prescribed under Chapter IV (Recovery Expenses Fund) of the SEBI Debenture Trustees Master Circular, establish, maintain and utilize the Recovery Expense Fund in such manner/mode as is prescribed under Chapter IV (Recovery Expenses Fund) of the SEBI Debenture Trustees Master Circular.</p> <p>(b) The Issuer shall, promptly, provide the details of the Recovery Expense Fund to the Debenture Trustee.</p>
<p>Conditions for breach of covenants (as specified in Debenture Trust Deed)</p>	<p>Please refer sections named "<i>Default Interest Rate</i>" above and Section 8.2.7 below.</p>
<p>Provisions related to Cross Default</p>	<p>The below is an Event of Default.</p> <p>(a) The Issuer:</p> <p>(i) defaults in any payment of any Financial Indebtedness beyond the period of grace, if any, provided in the instrument or agreement under which such Financial Indebtedness was created; or</p> <p>(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, and such Financial Indebtedness of the Issuer is declared to be due and payable. PROVIDED THAT no Event of Default shall be deemed to have occurred pursuant to this paragraph (ii) in cases where the Issuer has received a no-objection certificate or waiver for in respect of the relevant breach/default from the holder or holders of such Financial Indebtedness, and such breach is cured within the timeline prescribed by such holder or holders of such Financial Indebtedness; or</p> <p>(b) Any Financial Indebtedness of the Issuer is 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.</p>
<p>Roles and Responsibilities of the Debenture Trustee</p>	<p>In addition to the powers conferred on the Debenture Trustee in the transaction documents and Applicable Law, and without limiting the liability of the Debenture Trustee, it is agreed as follows:</p> <p>(a) the Debenture Trustee may, in relation to the transaction documents, 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 Issuer or by the Debenture Trustee or otherwise. PROVIDED THAT, the Debenture Trustee shall at all times act with due care and diligence before relying upon any advice, opinion, information and communication received by it from any solicitor, counsel, advocate,</p>

(This Key Information Document is neither a prospectus nor a statement in lieu of a prospectus)

	<p>valuer, surveyor, broker, auctioneer, qualified accountant or other expert its attorney, representative or receiver;</p> <p>(b) subject to the approval of the Debenture Holders by way of a Special Resolution passed at a meeting of the Debenture Holders held for determining the liability of the Debenture Trustee, the Debenture Trustee shall, as regards all trusts, powers, authorities and discretions, have the discretion as to the exercise thereof and to the mode and time of exercise thereof. In the absence of any fraud, gross negligence, willful misconduct or breach of trust the Debenture Trustee shall not be responsible for any loss, costs, charges, expenses or inconvenience that may result from the aforementioned exercise or non-exercise thereof;</p> <p>(c) with a view to facilitating any dealing under any provisions of the transaction documents, subject to the Debenture Trustee obtaining the consent of the Majority Debenture Holders, the Debenture Trustee shall have (i) the power to consent (where such consent is required) to a specified transaction or class of transactions (with or without specifying additional conditions); and (ii) to determine all questions and doubts arising in relation to the interpretation or construction any of the provisions of the transaction documents, and (iii) to take any action on behalf of the Debenture Holders;</p> <p>(d) the Debenture Trustee shall not be responsible for the amounts paid by the Applicants for the Debentures;</p> <p>(e) the Debenture Trustee and each receiver, attorney, manager, agent or other person appointed by it shall, subject to the provisions of the Companies Act, be entitled to be indemnified by the Issuer in respect of all liabilities and expenses incurred by them in the execution or purported execution of the powers and trusts thereof;</p> <p>(f) subject to the approval of the Debenture Holders by way of a Special Resolution passed at a meeting of Debenture Holders held for determining the liability of the Debenture Trustee and in the absence of fraud, gross negligence, willful misconduct or breach of trust, the Debenture Trustee shall not be liable for any of its actions or deeds in relation to the transaction documents;</p> <p>(g) notwithstanding anything contained to the contrary in the transaction documents, 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;</p> <p>(h) the Debenture Trustee shall forward to the Debenture Holders, copies of any information or documents from the Issuer pursuant to the transaction documents within 2 (two) Business Days of receiving such information or document from the Issuer;</p> <p>(i) the Debenture Trustee shall obtain from the Issuer, on each Quarterly Date, a certificate from an independent chartered accountant certifying, inter alia, that (i) the assets of the Issuer are classified as "qualifying assets" (determined in accordance with the criteria prescribed by the RBI), (ii) the aggregate amount of loan extended for the purpose, and (iii) the pricing guidelines (if any) prescribed by the RBI are followed by the Issuer;</p> <p>(j) without prejudice to anything contained in this sub-section named "<i>Roles and Responsibilities of the Debenture Trustee</i>", the Debenture</p>
--	---

(This Key Information Document is neither a prospectus nor a statement in lieu of a prospectus)

	<p>Trustee shall oversee and monitor the transaction contemplated in the transaction documents for and on behalf of the Debenture Holders;</p> <p>(k) the Debenture Trustee shall, until the Final Settlement Date, adhere to and comply with its obligations and responsibilities under the SEBI Debenture Trustees Master Circular.</p> <p>PROVIDED THAT nothing contained in this sub-section named "<i>Roles and Responsibilities of the Debenture Trustee</i>" 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 Applicable 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.</p>
Risk factors pertaining to the issue	Please refer Section 4 (<i>Risk Factors</i>).
Governing Law & Jurisdiction	The transaction documents shall be governed by and will be construed in accordance with the laws of India and any disputes arising there from shall be subject to the jurisdiction of appropriate courts and tribunals at New Delhi, India, and as more particularly provided for in the respective transaction documents.
Business Day Convention	<p>(a) Interest and all other charges shall accrue based on an actual/actual basis.</p> <p>(b) If any Due Date on which any interest or additional interest is payable falls on a day which is a Sunday or is not a Business Day, the payment to be made on such Due Date shall be made on the succeeding Business Day.</p> <p>(c) If any Due Date on which any Outstanding Principal Amounts are payable falls on a day which is a Sunday or is not a Business Day, the payment to be made on such Due Date shall be made on the preceding Business Day.</p> <p>(d) If the Final Redemption Date or any other date on which the Debentures are redeemed in full (including in accordance with the sub-sections named "<i>Early Redemption</i>" and/or "<i>Premature Redemption</i>" and/or "<i>Optionally Accelerated Redemption Option</i>" and/or "<i>Put Option</i>" and the last Interest Payment Date falls on a day which is not a Business Day, the payment of any amounts in respect of any interest and the Outstanding Principal Amounts to be made shall be made on the preceding Business Day.</p>
Early Redemption	<p>(a) On the occurrence of an Early Redemption Event, the Debenture Trustee (acting on the instructions of the Majority Debenture Holders) shall have the option (but not the obligation) to require the Issuer to, subject to Applicable Law, redeem all the Debentures and repay all other Outstanding Amounts, in accordance with this sub-section named "<i>Early Redemption</i>".</p> <p>(b) For the purposes of making any early redemption pursuant to this sub-section named "<i>Early Redemption</i>":</p> <p>(i) the Debenture Trustee (acting on the instructions of the Majority Debenture Holders) shall notify/confirm to the Issuer (A) the requirement to, following the occurrence of any Early Redemption Event, redeem the Debentures, and (B) require the Issuer to prepay all the Debentures and all other Outstanding Amounts thereof, in accordance with the Debt Listing</p>