Key Information Document
Date: July 23, 2026

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

No.: _____

Addressed to: _____

Date: July 23, 2026

KEY INFORMATION DOCUMENT
(FOR PRIVATE PLACEMENT)

by

UNIFINZ CAPITAL INDIA LIMITED

A public limited company incorporated under the Companies Act, 1956

Corporate Identification Number (CIN): L17111DL1982PLC013790 **Permanent Account Number (PAN): AAACS2977B** **Date of Incorporation: June 2, 1982** **Place of Incorporation: New Delhi, India** **Registration/identification number issued by the relevant regulator (in this case Reserve Bank of India): No. 14.00233** **Website: https://www.unifinz.in/**	**Registered Office: 5th Floor, Rajlok building, 24, Nehru Place, Nehru Place, South Delhi, New Delhi - 110019, India** **Corporate Office: MCT House, First Floor, New Friends Colony, Near Sukhdev Vihar Metro Station, Delhi - 110025, India** **Telephone No.: +91-11-49953454** **Email: info@lendingplate.com**

Key information document for issue of Debentures on a private placement basis under Schedule I of Securities and Exchange Board of India (Issue and Listing of Non-Convertible Securities) Regulations, 2021 as amended from time to time in relation to the issue of up to 50,000 (fifty 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 50,00,00,000 (Indian Rupees Fifty Crore) including a green shoe option of up to 25,000 (twenty five 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 25,00,00,000 (Indian Rupees Twenty Five Crore) ("Debentures"), through the electronic book provider (EBP) mechanism of the EBP platform (being, the BSE BOND platform).

It is hereby clarified that the base issue size for the present issuance of Debentures is 25,000 (twenty five 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 25,00,00,000 (Indian Rupees Twenty Five Crore).

Certain details of the Debentures are as follows:

(a) **Rating**: The Debentures are rated as "IND BBB-/Stable" by India Ratings and Research Private Limited pursuant to the letter dated July 21, 2026 and the rating rationale/press release dated July 21, 2026. Please refer to Annexure I below for the rating letter, press release and rating rationale. No other credit ratings have been obtained for the purposes of this Issue.

(b) **Listing**: The Debentures are proposed to be listed on the Wholesale Debt Market (WDM) of the BSE Limited within the time period prescribed under the SEBI Listing Timelines Requirements (as defined below).

(c) **Eligible Investors**: Please refer Section 9.7 below.

(d) **Coupon related details**: The coupon rate is 12% (twelve percent) per annum (fixed) payable monthly and on redemption of the Debentures. Please refer Section 8.1 below for details about coupon/dividend rate, coupon/dividend payment frequency, redemption date, redemption amount.

(e) **Underwriting**: Not Applicable.

(f) **Details of Electronic Book Mechanism**: Please refer Section 9 below.

ISSUE SCHEDULE

Issue Opening Date	Issue Closing Date	Date of earliest closing of the issue, if any	Deemed Date of Allotment
July 27, 2026	July 27, 2026	N.A.	July 28, 2026

KEY OFFICERS OF THE ISSUER

Compliance Officer	Company Secretary	Chief Financial Officer	Promoters	
Ms. Ritu Tomar **Tel**: +91- 8377964262 **Email**: cs@lendingplate.com	Ms. Ritu Tomar **Tel**: +91- 8377964262 **Email**: cs@lendingplate.com	Mr. Vijay Kumar Singh **Tel**: 7024262193 **Email**: vijay.singh@lendingplate.com	Mr. Pawan Kumar Mittal **Tel.:** 9810260127 **Email:** capkmittal@yahoo.com	Mrs. Kiran Mittal **Tel.:** 99873270882 **Email:** kiranmittal@ymail.com

DETAILS OF STAKEHOLDERS

Debenture Trustee	Registrar and Transfer Agent	Credit Rating Agency	Merchant Banker	Statutory Auditor
Vardhman Trusteeship Private Limited **Address:** Unit No. 412, The Capital, C-70 G Block, Bandra Kurla Complex, Bandra East, Audit Bhavan, Mumbai- 400051 **Tel**.:022-42648335 | **Fax**:NA **Website**: www.vardhmantrustee.com **Contact Person:** Mr. Yogesh Limbachiya **Email**: compliance@vardhmantrustee.com	**Skyline Financial Services Private Limited** **Address**: D-153/A, 1st Floor, Okhla Industrial Area, Phase-I, New Delhi- 110020 **Tel**: 011-40450193 / 011-40450197 | **Fax**: NA **Website**: www.skylinerta.com **Email**: contact@skylinerta.com / compliances@skylinerta.com	**India Ratings & Research Private Limited** **Address:** Wockhardt Towers, 4th Floor, West Wing, Bandra Kurla Complex, Bandra East, Mumbai - 400051 **Tel:** +91 22 4000 1700 **Website:** www.indiaratings.co.in **Contact Person:** Mr. Pankaj Naik **Email:** infogrp@indiaratings.co.in	**SKI Capital Services Limited** **Address:** 718, Dr. Joshi Road, Karol Bagh, New Delhi – 110005 **Telephone No:** +91-11-41189899 | **Fax:** NA **Website:** https://www.skicapital.net **Contact person:** Manick Wadhwa/ Vivek Rana **E-mail:** dcm@skicapital.net	R. Gopal & Associates **Address:** G-1, Ground Floor, South Extension-II, New Delhi - 110049 **Tel**: 011-41649623, 011-41649624, 011-41649626 **Contact Person**: Mr. Vikash Aggarwal **Email**: sunil@rgopal.in, vikash@rgopal.in **Website**: www.rgopal.in

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

BACKGROUND

This Key Information Document (as defined below) is related to the Debentures to be issued by Unifinz Capital India Limited (the "**Issuer**" or "**Company**") on a private placement basis and contains information and disclosures supplemental to those set out in the General Information Document (as defined below), as are required for the purpose of issuing of the Debentures. The issue of the Debentures described under this Key Information Document has been authorised by the Issuer through the shareholders resolutions each dated July 2, 2026, under Section 180(1)(c) and Section 180(1)(a) of the Companies Act, 2013 respectively, and the resolution dated July 21, 2026 of the Finance Committee of the Issuer read with the resolution dated March 28, 2026 of the board of directors of the Issuer and the memorandum of association and articles of association of the Issuer.

Pursuant to the special resolution dated July 2, 2026 of the shareholders of the Issuer, the Issuer has been authorised to raise funds upon such terms and conditions as the Board may think fit for aggregate amounts not exceeding INR 450,00,00,000 (Indian Rupees Four Hundred and Fifty Crore). The present issue of Debentures in terms of this Key Information Document is within the overall powers of the Board as per the above shareholder resolution(s).

Issuer's Absolute Responsibility
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 which is material in the context of the Issue, that the information contained in this Key Information 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 Key Information Document as a whole or any of such information or the expression of any such opinions or intentions misleading.

DISCLAIMERS

- This Key Information Document contains no unsubstantiated forward-looking statements. To the extent there are any unsubstantiated forward-looking statements under this Key Information Document, such statements shall be considered to be null and void.
- This issue document does not include any statement purporting to be made by an expert other than if the expert is a person who is not, and has not been, engaged or interested in the formation or promotion or management, of the Issuer and has given their written consent to this issue of this Key Information Document and has not withdrawn such consent before the delivery of a copy of this Key Information Document to the Registrar (as applicable) for registration.
- Various disclosures set out in this Key Information Document have been linked to the disclosures set out in the General Information Memorandum. There are no changes to the disclosures which have been linked to the disclosures set out in the General Information Document, and in the case of any conflict/difference between the provisions of the General Information Document and this Key Information Document, the provisions of this Key Information Document shall be applicable to this issuance of Debentures.
- This Issue does not form part of non-equity regulatory capital for the purposes of Chapter V of Securities and Exchange Board of India (Issue and Listing of Non-Convertible Securities) Regulations, 2021 and Chapter XIII (*Issuance, Listing and* Trading *Non-Equity Regulatory Capital*) of the master circular issued by SEBI bearing the reference number SEBI/HO/DDHS/DDHS-PoD/P/CIR/2025/0000000137 dated October 15, 2025 on "*Master Circular for issue and listing of Non-convertible Securities, Securitised Debt Instruments, Security Receipts, Municipal Debt Securities and Commercial Paper*".

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SECTION 1: DEFINITIONS AND ABBREVIATIONS

Capitalised terms used herein and not otherwise defined shall have the meanings given to them in the transaction documents. Unless the context otherwise indicates or requires, the following terms shall have the meanings given below in this Key Information Document.

S. NO.	TERM	DEFINITION
1.	Act/Companies 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.
2.	Allot/Allotment/Allotted	means the allotment of the Debentures pursuant to this Issue.
3.	Applicable Accounting Standards	means the generally accepted accounting principles, standards and practices in India or any other prevailing accounting standard in India as may be applicable, and includes the Indian Accounting Standards (IND-AS).
4.	Applicable Law	means 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 Authority and any modifications or re-enactments thereof.
5.	Applicant	means a person who has submitted a completed Application Form to the Issuer, and "Applicants" shall be construed accordingly.
6.	Application Form	means the application form to apply for subscription to the Debentures, which is in the form annexed to this Key Information Document and marked as **Annexure III**.
7.	Application Money	means the subscription amounts paid by the Applicants at the time of submitting the Application Form.
8.	Assets	means, for any date of determination, the assets of the Issuer on such date as the same would be determined in accordance with the Applicable Accounting Standards.
9.	Assets Under Management	means the aggregate of (a) the Client Loans on the balance sheet of the Issuer, (b) the loans originated, securitised/assigned and serviced by the Issuer, and (c) the loan receivables originated and serviced by the Issuer on the balance sheet of any other financial institution.
10.	Beneficial Owners	means the holders of the Debentures in dematerialised form whose names are recorded as such with the Depository(ies) in the Register of Beneficial Owners, and "Beneficial Owner" shall be construed accordingly.
11.	Board / Board of Directors	means the board of directors of the Issuer.
12.	BSE	means BSE Limited.
13.	Business Day	means: (a) subject to (b) and (c) below, means any day on which commercial banks in Mumbai, India are open for business (other than a Saturday, Sunday or a public holiday under Section 25 of the Negotiable Instruments Act, 1881); (b) for the period commencing on the Issue Opening Date until the Issue Closing Date, any day (other than a Saturday, Sunday or a public holiday under Section 25 of the Negotiable Instruments Act, 1881), on which commercial banks in Mumbai, India are open for business; and (c) for the period commencing on the Issue Closing Date until the listing of the Debentures in accordance with the transaction documents, any trading day of BSE, other than a Saturday, Sunday or a bank holiday, as specified by SEBI, and "Business Days" shall be construed accordingly.
14.	Capital Adequacy Ratio	means the capital adequacy ratio determined in accordance with the NBFC Directions.
15.	Cash/Cash Equivalents	means the aggregate of all unencumbered movable assets of the Issuer that are

S. NO.	TERM	DEFINITION
		classified as cash or cash equivalents in accordance with the Applicable Accounting Standards, including any investments in money market units/instruments or other highly liquid debt instruments, any cash/fixed deposits placed by the Issuer.
16.	CDSL	means Central Depository Services (India) Limited.
17.	CERSAI	means the Central Registry of Securitisation Asset Reconstruction and Security Interest of India.
18.	Change of Control	means: (a) any change in Control of the Issuer; (b) any compromise or arrangement with the Issuer's shareholders or creditors; (c) the passing of a resolution for voluntary winding up; (d) implementation of any scheme for restructuring, reconstruction, consolidation, amalgamation, or merger; and/or (e) any change in the shareholding structure of the Issuer that results in a change in the control (as defined in the Companies Act) of the Issuer, whether directly or indirectly.
19.	Client Loan	means each loan disbursed by the Issuer as a lender, and "Client Loans" shall be construed accordingly.
20.	Company/Issuer/Unifinz	means Unifinz Capital India Limited
21.	Company Rating	has the meaning given to it in Section 8.1 (*Summary Terms*).
22.	Conditions Precedent	means the conditions precedent set out in Section 8.1 (*Summary Terms*) of this Key Information Document.
23.	Conditions Subsequent	means the conditions subsequent set out in Section 8.1 (*Summary Terms*) of this Key Information Document.
24.	Constitutional Documents	means the certificate of incorporation of the Issuer, the memorandum of association and articles of association of the Issuer and the certificate of registration issued by the RBI to the Issuer.
25.	Control	has the meaning given to the term "control" in Regulation 2(1)(e) of the Securities and Exchange Board of India (Substantial Acquisition of Shares and Takeovers) Regulations, 2011.
26.	Debentures/NCDs	means up to 50,000 (fifty 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 50,00,00,000 (Indian Rupees Fifty Crore) including a green shoe option of up to 25,000 (twenty five 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 25,00,00,000 (Indian Rupees Twenty Five Crore). It is hereby clarified that the base issue size for the present issuance of Debentures is 25,000 (twenty five 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 25,00,00,000 (Indian Rupees Twenty Five Crore).
27.	Debenture Holders / Investors	means each person who is:

S. NO.	TERM	DEFINITION
		(a) registered as a Beneficial Owner; and (b) registered as a debenture holder in the Register of Debenture Holders. Sub-paragraphs (a) and (b) shall be deemed to include transferees of the Debentures registered with the Issuer and the Depository(ies) from time to time, and in the event of any inconsistency between (a) and (b) above, (a) shall prevail, and "Debenture Holder" or "Investor" shall be construed accordingly.
28.	Debenture Trust Deed/DTD	means the debenture trust deed executed / to be executed by and between the Debenture Trustee and the Issuer *inter alia* setting out the terms upon which the Debentures are being issued and shall include the representations and warranties and the covenants to be provided by the Issuer.
29.	Debenture Trustee	means Vardhman Trusteeship Private Limited.
30.	Debenture Trustee Agreement	means the debenture trustee agreement executed / to be executed by and between the Debenture Trustee and the Issuer for the purposes of appointment of the Debenture Trustee to act as debenture trustee in connection with the issuance of the Debentures.
31.	Debenture Trustees Regulations/ SEBI Debenture Trustees Regulations	means the Securities and Exchange Board of India (Debenture Trustees) Regulations, 1993, as amended, modified, supplemented or restated from time to time.
32.	Debt	means the aggregate of: (a) all outstanding long-term borrowings (whether secured or unsecured); (b) all contingent liabilities pertaining to corporate and financial guarantees given on behalf of any company, special purpose vehicle, any subsidiary or affiliate to the extent of the amounts outstanding in respect of such guaranteed debt; (c) all outstanding short-term debt borrowings (whether secured or unsecured), availed of in lieu of any long-term debt or by way of bridge financing for a long-term debt; (d) all amounts raised by acceptance under any acceptance credit facility; (e) all receivables sold or discounted (other than receivables that are sold on a non-recourse basis); (f) any obligation under any put option, any shortfall/liquidity support undertaking, any debt service reserve account undertaking, any keep fit letter(s), any letter of comfort issued in favour of any person(s); and (g) all amounts raised under any other transaction (including any forward sale or purchase agreement) having the commercial effect of a borrowing, but shall not include any cash-in-hand and/or any amounts available in the bank accounts of the Issuer.
33.	Debt Disclosure Documents	means, collectively, the PPOA, the General Information Document, together with this Key Information Document and the private placement offer and application letter in respect of the Debentures, and "Debt Disclosure Document" means any one of them.

S. NO.	TERM	DEFINITION
34.	Debt Listing Regulations/ SEBI Debt Listing Regulations/ SEBI NCS Regulations	means the Securities and Exchange Board of India (Issue and Listing of Non-Convertible Securities) Regulations, 2021, as amended, modified, supplemented, or restated from time to time.
35.	Deed of Hypothecation	has the meaning given to it in Section 8.1 (*Summary Terms*) of this Key Information Document.
36.	Deemed Date of Allotment	means July 28, 2026.
37.	Demat	means dematerialized securities which are securities that are in electronic form, and not in physical form, with the entries noted by the Depository.
38.	Depositories Act	means the Depositories Act, 1996, as amended from time to time.
39.	Depositories	means the depositories with which the Issuer has made arrangements for dematerialising the Debentures, being NSDL and CDSL, and "Depository" means any one of them.
40.	Depository Participant / DP	means a depository participant as defined under the Depositories Act.
41.	Director(s)	means the director(s) of the Issuer.
42.	DP ID	means Depository Participant Identification Number.
43.	DRR	means the Debenture Redemption Reserve.
44.	Due Dates	means, collectively, the dates on which any principal amounts, interest, any additional interest, default interest, any liquidated damages, any premature redemption amount and/or any other amounts payable, are due and payable, including but not limited to the Interest Payment Dates, each Redemption Date and the Final Redemption Date, or any other date (including because of acceleration) on which any payment is to be made by the Issuer under the transaction documents.
45.	Early Redemption Event	means the occurrence of any one or more of the following events: (a) a Force Majeure Event; (b) any change in Applicable Law, pursuant to which it becomes unlawful for the Issuer to perform any of its obligations under the transaction documents and/or any obligations of the Issuer under any transaction document are not, or cease to be valid, binding or enforceable; (c) failure to perfect the security in the manner prescribed in the transaction documents within 30 (thirty) days from earlier of the date of creation of the security or the Deemed Date of Allotment, which failure is not rectified within 7 (seven) days after the expiry of the aforementioned time period. PROVIDED THAT the Issuer shall, in the event of failure to perfect security, pay additional interest at 4% (four percent) per annum over the Interest Rate in accordance with paragraph (d) of the sub-section named "*Default Interest Rate*" under Section 8.1 (*Summary Terms*) below, and upon expiry of the aforementioned further period of 7 (seven) days, the Debenture Holders shall have the option to require early redemption of the Debentures; and/or (d) any corporate action, legal proceedings or other procedure or step is taken in relation to enforcement of any security over any assets of any affiliate of the Issuer or any analogous procedure or step is taken in any jurisdiction.
46.	Early Redemption Notification	has the meaning given to it in Section 8.1 (*Summary Terms*).
47.	EBP Platform	has the meaning given to it under the EBP Requirements.
48.	Electronic Book Provider / EBP	has the meaning given to it under the EBP Requirements.
49.	Effective Date	means the date of execution of this Key Information Document.
50.	EFT	means Electronic Fund Transfer

S. NO.	TERM	DEFINITION
51.	Eligible Investors	has the meaning given to it in Section 9.7.
52.	Events of Default	means the events set out in Section 8.2.7.2 (*Events of Default*), and "Event of Default" shall be construed accordingly.
53.	Exclusion List	means the exclusion list specified in the transaction documents.
54.	Final Redemption Date	means January 28, 2028.
55.	Final Settlement Date	means the date on which all Secured Obligations have been irrevocably and unconditionally paid and discharged in full to the satisfaction of the Debenture Holders.
56.	Financial Indebtedness	means any indebtedness for or in respect of: (a) monies borrowed; (b) any amount raised by acceptance under any acceptance credit, bill acceptance or bill endorsement facility or dematerialised equivalent; (c) any amount raised pursuant to any note purchase facility or the issue of bonds, notes, loan stock or any similar instrument; (d) the amount of any liability in respect of any lease or hire purchase contract which would, in accordance with the Applicable Accounting Standards, be treated as a finance or capital lease; (e) receivables sold or discounted (other than any receivables to the extent they are sold on a non-recourse basis); (f) any amount raised under any other transaction (including any forward sale or purchase agreement) having the commercial effect of a borrowing; (g) any derivative transaction entered into in connection with protection against or benefit from fluctuation in any rate or price (and, when calculating the value of any derivative transaction, only the marked to market value shall be taken into account); (h) shares which are expressed to be redeemable or shares which are the subject of a put option or any form of guarantee; (i) any obligation under any put option in respect of any securities; (j) any counter-indemnity obligation in respect of a guarantee, indemnity, bond, standby or documentary letter of credit or any other instrument issued by a bank or financial institution; (k) any corporate/personal guarantee, a letter of comfort or any other similar contractual comfort issued or incurred in respect of a liability incurred by any other third person; and (l) the amount of any liability in respect of any guarantee or indemnity for any of the items referred to in paragraphs (a) to (k) above.
57.	Financial Year/ FY	means each period of 12 (twelve) months commencing on April 1 of any calendar year and ending on March 31 of the subsequent calendar year.
58.	Force Majeure Event	means any event due to any cause beyond the reasonable control of a party, including but not limited to sabotage, fire, flood, explosion, acts of God, civil commotion, strikes or industrial action of any kind, riots, insurrection, war, acts of government, which impacts the Issuer's ability to pay the Outstanding Amounts under the Debentures.

S. NO.	TERM	DEFINITION
59.	General Information Document/GID	means the general information document dated February 12, 2026, issued by the Issuer for subscription to non-convertible securities to be issued by the Issuer (including the Debentures) on a private placement basis in accordance with the Debt Listing Regulations.
60.	Governmental Authority	means any government (central, state or otherwise) or any governmental agency, semi-governmental or judicial or quasi-judicial or administrative entity, department or authority, agency or authority including any stock exchange or any self-regulatory organisation, established under any Applicable Law, and "Governmental Authorities" shall be construed accordingly.
61.	Green Shoe Option	has the meaning given to it in Section 8.1 (*Summary Terms*) of this Key Information Document.
62.	Gross Loan Portfolio	means and includes the outstanding principal amounts of the loans originated by the Issuer on its own books, including any securitised portfolio as well as loans originated on behalf of other entities by entering into partnership agreements but not included on the Issuer's own book.
63.	Gross NPA	means, the outstanding principal amounts of the Client Loans that have one or more instalments of principal, interest, penalty, fee or any other payments overdue for 90 (ninety) days or more and includes restructured loans.
64.	Holding Company	in relation to the Issuer, has the meaning given to it in the Companies Act.
65.	Hypothecated Assets	has the meaning given to it in Section 8.1 (*Summary Terms*) of this Key Information Document in compliance with Regulation 48 (2) of the SEBI NCS Regulations.
66.	ICCL	means the Indian Clearing Corporation Limited.
67.	Information Utility	means the National E-Governance Services Limited or any other entity registered as an information utility under the Insolvency and Bankruptcy Board of India (Information Utilities) Regulations, 2017
68.	INR/Rs.	means Indian Rupees.
69.	Insolvency Related Events	means any one or more of the following events: (a) the filing of an insolvency application by the RBI under the (Indian) Insolvency and Bankruptcy Code, 2016 or any analogous proceedings under any similar insolvency, winding up or liquidation laws; (b) any resolution is passed either by the creditors or the shareholders of the Issuer or any other action is taken which may result in a voluntary or other insolvency process, winding up or liquidation of the Issuer; (c) an order for insolvency process, winding up or insolvency of the Issuer is made by any competent court or tribunal (including under the (Indian) Insolvency and Bankruptcy Code, 2016 and any rules and regulations made thereunder); (d) the Issuer has taken or suffered to be taken any action for its reorganisation, liquidation or dissolution; (e) an insolvency resolution professional, a receiver, liquidator or any other equivalent professional has been appointed or allowed to be appointed of all or any part of the undertaking of the Issuer; and (f) any insolvency professional, any receiver, assignee, trustee or similar other officer is appointed by any court or any other competent authority in any insolvency, winding up, execution or

S. NO.	TERM	DEFINITION
		distress proceedings against the Issuer, and "Insolvency Related Event" shall be construed accordingly.
70.	Interest Payment Dates	means the dates on which interest in respect of the Debentures is required to be paid, as more specifically set out in in **Annexure IV** below.
71.	Interest Rate/Coupon Rate	means 12% (twelve percent) per annum (fixed), payable monthly on the Interest Payment Dates as specified in **Annexure IV** below. Interest at the Interest Rate shall be calculated as "Outstanding Principal Amounts* Interest Rate *[((t2-t1)/365,366)]", where: (a) "t1" is the last Interest Payment Date/Deemed Date of Allotment; and (b) "t2" being the relevant Interest Payment Date.
72.	ISIN	means International Securities Identification Number.
73.	Issue	means this issue of the Debentures.
74.	Issue Closing Date	means July 27, 2026.
75.	Issue Opening Date	means July 27, 2026.
76.	Key Information Document/KID	means this key 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.
77.	Listed NCDs Master Circular	means the master circular issued by SEBI bearing the reference number SEBI/HO/DDHS/DDHS-PoD/P/CIR/2025/0000000137 dated October 15, 2025 on "*Master Circular for issue and listing of Non-convertible Securities, Securitised Debt Instruments, Security Receipts, Municipal Debt Securities and Commercial Paper*", as amended, modified, supplemented or restated from time to time.
78.	Listing Period	has the meaning given to it in Section 8.1 (*Summary Terms*) of this Key Information Document.
79.	LODR Regulations/SEBI LODR Regulations	means the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015, as amended, modified, supplemented, or restated from time to time.
80.	Majority Debenture Holders	means such number of Debenture Holders collectively holding at least 50% (fifty percent) of the value of the Outstanding Principal Amounts of the Debentures.
81.	Majority Resolution	means a resolution approved by the Majority Debenture Holders who are present and voting or if a poll is demanded, by the Majority Debenture Holders who are present and voting in such poll.
82.	Management Control	means, in respect of any person: (a) the right to appoint or remove a majority of the directors of the board of directors of the Issuer or such other person who may be charged with or entitled to exercise central management and control of the Issuer; and (b) the right to control the management or policy decisions acting individually or in concert, directly or indirectly, including by virtue of shareholding or management rights or shareholders agreements or voting agreements of such person
83.	Material Adverse Effect	any event, circumstance, occurrence, change or condition that, in the reasonable opinion of the Majority Debenture Holders, has or is reasonably likely to have a material adverse effect on: (a) the business, operations, assets, liabilities (actual or contingent),

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		financial condition, or prospects of the Issuer; (b) the ability of the Issuer to perform its obligations under the transaction documents; (c) the rights or remedies of the Debenture Holders hereunder or under any other transaction documents; (d) the legality, validity or enforceability of any of the transaction documents; or (e) the ability of the Issuer to disburse new loans, appoint third-party or internal collection agents, or otherwise carry out any material business activities, as restricted, suspended, or modified by direction from the RBI or any regulatory authority. For avoidance of doubt, a Material Adverse Effect shall be deemed to have occurred if any of the above results from a change occurring after the date hereof, as determined by the Majority Debenture Holders acting reasonably and in good faith.
84.	Merchant Banker	means SKI Capital Services Limited.
85.	N.A.	Not Applicable
86.	NBFC	means non-banking financial company.
87.	NBFC Directions	means, collectively: (a) the Reserve Bank of India (Non-Banking Financial Companies – Registration, Exemptions and Framework for Scale Based Regulation) Directions, 2025 dated November 28, 2025; (b) the Reserve Bank of India (Non-Banking Financial Companies - Undertaking of Financial Services) Directions, 2025 dated November 28, 2025 as amended by the Reserve Bank of India (Non-Banking Financial Companies – Undertaking of Financial Services) (Amendment) Directions, 2025 dated December 5, 2025; (c) the Reserve Bank of India (Non-Banking Financial Companies – Governance) Directions, 2025 dated November 28, 2025; (d) the Reserve Bank of India (Non-Banking Financial Companies – Prudential Norms on Capital Adequacy) Directions, 2025 dated November 28, 2025; (e) the Reserve Bank of India (Non-Banking Financial Companies – Income Recognition, Asset Classification and Provisioning) Directions, 2025 dated November 28, 2025; (f) the Reserve Bank of India (Non-Banking Financial Companies – Know Your Customer) Directions, 2025 dated November 28, 2025; (g) the Reserve Bank of India (Non-Banking Financial Companies – Miscellaneous) Directions, 2025 dated November 28, 2025; (h) the Reserve Bank of India (Non-Banking Financial Companies – Microfinance Institution) Directions, 2025 dated November 28,

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		2025; and (i) all other directions and circulars issued by the RBI in respect of the functioning and governance of non-banking financial companies, each as amended, modified, supplemented or restated from time to time.
88.	Net NPA	means the difference between (a) the Gross NPA, and (b) all provisions created against "standard assets", "sub-standard assets", "doubtful assets" and "loss assets", each determined in accordance with the NBFC Directions and any other applicable RBI regulations governing asset classification and provisioning for NBFCs.
89.	Net Worth	has the meaning given to it in the Companies Act.
90.	NSDL	means National Securities Depository Limited.
91.	Optionally Accelerated Redemption Event(s)	means the occurrence of any one or more of the following events: (a) the Capital Adequacy Ratio falls below 22% (twenty two percent); (b) the ratio of A:B exceeds 5% (five percent), where A is the Gross NPA of the Issuer, and B is the Gross Loan Portfolio of the Issuer, multiplied by 100, and followed by the "%" symbol; (c) the ratio of A:B exceeds 2% (two percent), where A is the Net NPA of the Issuer, and B is the Gross Loan Portfolio of the Issuer, multiplied by 100, and followed by the "%" symbol; and/or (d) the profit after tax (PAT) of the Issuer, as determined in accordance with Applicable Accounting Standards, is negative for the trailing 6 (six) consecutive months put together; The events set out in sub-paragraphs (a) to (d) above shall be tested on a quarterly basis on the Quarterly Dates, until the Final Settlement Date.
92.	Optionally Accelerated Redemption Notification	has the meaning given to it in Section 8.1 (*Summary Terms*).
93.	Outstanding Amounts	means, at any date, the Outstanding Principal Amounts together with any interest, additional interest, costs, fees, charges, and other amounts payable by the Issuer in respect of the Debentures and under the transaction documents.
94.	Outstanding Principal Amounts	means, at any date, the principal amounts outstanding under the Debentures.
95.	PAN	means Permanent Account Number
96.	Payment Default	means any event, act or condition which, with notice or lapse of time, or both, would constitute an Event of Default under Section 8.2.7.2(a) (*Payment Defaults*).
97.	Portfolio At Risk Over 90 Days or PAR>90	means the outstanding principal amounts of the Client Loans that have one or more instalments of principal, interest, penalty, fee or any other payments overdue for 90 (ninety) days or more and includes restructured loans.
98.	Potential Event of Default	means any event, act or condition which with notice or lapse of time, or both, would constitute an Event of Default.
99.	Promoters	means each person comprising the Promoter Group, and "Promoter" shall be construed accordingly.
100.	Promoter Group	means collectively: (a) Mr. Pawan Kumar Mittal, an Indian citizen holding permanent account number AAAPM5556H, currently residing at I-19, Sai Apartment,

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		Sector-13, Rohini, Delhi-110085; and (b) Ms. Kiran Mittal, an Indian citizen holding permanent account number ADGPM3129B, currently residing at I-19, Sai Apartment, Sector-13, Rohini, Delhi-110085. Further, the shareholding pattern of the Issuer (as on June 30, 2026) is set out in the transaction documents.
101.	Private Placement Offer cum Application Letter/PPOA	means the private placement offer and application letter dated on or about the date of this KID issued/to be issued by the Issuer for subscription to the Debentures on a private placement basis in accordance with Section 42 of the Companies Act read with the Companies (Prospectus and Allotment of Securities) Rules, 2014.
102.	Purpose	has the meaning given to it in Section 8.1 (*Summary Terms*) of this Key Information Document.
103.	Put Option	has the meaning given to it in Section 8.1 (*Summary Terms*) of this Key Information Document.
104.	Put Option Notification Period	means, where the Put Option Termination Date is September 1, 2027, the period commencing on August 1, 2027 and ending on August 16, 2027 (both days inclusive).
105.	Put Option Termination Dates	means September 1, 2027 (i.e., the date occurring on the expiry of a period of 13 (thirteen) months and 4 (four) days from the Deemed Date of Allotment.
106.	Quarterly Date	means each of March 31, June 30, September 30 and December 31 of a calendar year, and "Quarterly Dates" shall be construed accordingly.
107.	Rating	means the credit rating for the Debentures from the Rating Agency, being "IND BBB-/Stable" assigned by the Rating Agency through its letter dated July 21, 2026.
108.	Rating Agency	means India Ratings and Research Private Limited.
109.	RBI	means the Reserve Bank of India.
110.	Record Date	means the date which will be used for determining the Debenture Holders who shall be entitled to receive the amounts due on any Due Date, which shall be the date falling 15 (fifteen) calendar days prior to any Due Date.
111.	Recovery Expense Fund/REF	means the recovery expense fund established/to be established and maintained by the Issuer in accordance with the provisions of Chapter IV (*Recovery Expenses Fund*) of the SEBI Debenture Trustees Master Circular.
112.	Redemption Dates	means the dates as specified in **Annexure IV**, or any other date in accordance with sub-sections named "*Early Redemption*" or "*Premature Redemption*" or "*Optionally Accelerated Redemption Option*" or "*Put Option*" of Section 8.1 (*Summary Terms*), on which payment of the Outstanding Principal Amounts is required to be made in respect of the Debentures, and "Redemption Date" means any one of them.
113.	Register of Beneficial Owners	means the register of beneficial owners of the Debentures maintained in the records of the Depositories.
114.	Register of Debenture Holders	means the register of debenture holders maintained by the Issuer in accordance with Section 88 of the Companies Act.
115.	R&T Agent/Registrar	means the registrar and transfer agent appointed for the issue of Debentures, being Skyline Financial Services Private Limited.
116.	Related Party	has the meaning given to it in the Companies Act.
117.	Resolutions	means the shareholders resolutions, each dated July 2, 2026, under Section 180(1)(c) and Section 180(1)(a) of the Companies Act, and the resolution dated March 28, 2026 of the board of directors of the Issuer read with the resolution dated July 21, 2026 of the finance committee of the board of directors of the Issuer.
118.	ROC	means the jurisdictional registrar of companies.
119.	RTGS	means Real Time Gross Settlement.
120.	SEBI	means the Securities and Exchange Board of India.

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121.	SEBI Centralized Database Requirements	means the requirements prescribed in Chapter IV (*Centralized Database for corporate bonds/ debentures*) of the Listed NCDs Master Circular read together with Chapter XII (*Centralised Database - Responsibilities of Debenture Trustee*) of the SEBI Debenture Trustees Master Circular
122.	SEBI Debenture Trustees Master Circular	means the master circular issued by the SEBI bearing reference number SEBI/HO/DDHS-PoD-1/P/CIR/2025/117 dated August 13, 2025 on "*Master Circular for Debenture Trustees*" as amended by SEBI circular no. HO/17/11/12(3)2025-DDHS-POD1/ I/145/2025 dated November 25, 2025 on "*Modifications to Chapter IV of the Master Circular for Debenture Trustees dated August 13, 2025*", as amended, modified, supplemented, or restated from time to time.
123.	SEBI EBP Requirements/EBP Requirements	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, each as amended, modified, supplemented, or restated from time to time.
124.	SEBI Listed Debentures Circulars	means, collectively, the Listed NCDs Master Circular, the SEBI Debenture Trustees Master Circular, the SEBI Debt Listing Regulations, (to the extent applicable) the SEBI LODR Master Circulars, and (to the extent applicable) the LODR Regulations.
125.	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 (*Standardization of timelines for listing of securities issued on a private placement basis*) of the Listed NCDs Master Circular, read with, to the extent applicable, the SEBI EBP Requirements.
126.	SEBI LODR Master Circulars	means the master circular issued by SEBI bearing reference number SEBI/HO/49/14/14(7)2025-CFD-POD2/I/3762/2026 dated January 30, 2026 on "*Master circular for compliance with the provisions of the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015 by listed entities*" read with the master circular issued by SEBI bearing reference number SEBI/HO/DDHS/DDHS-PoD-1/P/CIR/2025/0000000103 dated July 11, 2025 on "*Master Circular for listing obligations and disclosure requirements for Non-convertible Securities, Securitized Debt Instruments and/ or Commercial Paper*", each as amended, modified, supplemented, or restated from time to time.
127.	SEBI LODR Regulations	means the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015 as amended, modified or restated from time to time.
128.	Secured Obligations	means all present and future obligations (whether actual or contingent and whether owed jointly or severally or in any capacity whatsoever) of the Issuer to the Debenture Holders or the Debenture Trustee under the transaction documents, including without limitation, the making of payment of any interest, redemption of principal amounts, the interest, default interest, additional interest, liquidated damages and all costs, charges, expenses, and other amounts payable by the Issuer in respect of the Debentures.
129.	Security Cover	has the meaning given to it in Section 8.1 (*Summary Terms*) of this Key Information Document.
130.	Special Majority Debenture Holders	means such number of Debenture Holders collectively holding at least 75% (seventy five percent) of the value of the Outstanding Principal Amounts of the Debentures.
131.	Special Resolution	means resolution approved by the Special Majority Debenture Holders who are present and voting or if a poll is demanded, by the Special Majority Debenture Holders who are present and voting in such poll.
132.	Specified Event	means the occurrence of any downgrade in the rating of the Debentures from the current rating of "IND BBB-/Stable" by 1 (one) notch or more by the Rating Agency or any other rating agency during the tenure of the Debentures.

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		For the purposes of the above, in case the Debentures are rated by more than one rating agency, then the lowest rating provided to the Debentures will be considered.
133.	Step Up	has the meaning given to it in Section 8.1 (*Summary Terms*).
134.	Step Up Rate	has the meaning given to it in Section 8.1 (*Summary Terms*).
135.	Stressed Assets Directions	means the Reserve Bank of India (Non-Banking Financial Companies – Resolution of Stressed Assets) Directions, 2025 dated November 28, 2025, as amended, modified, supplemented or restated from time to time
136.	Tangible Net Worth	means, with respect to any person, the amount paid up on such person's issued equity share capital, compulsorily convertible instruments and any amount standing to the credit of its reserves, less equity or equity-like investments, goodwill, deferred tax assets and other intangible assets.
137.	Tax	means any present or future tax, levy, duty, charge, fees, deductions, withholdings, surcharges, cess, turnover tax, transaction tax, stamp tax or other charge of a similar nature (including any penalty or interest payable on account of any failure to pay or delay in paying the same), now or hereafter, imposed pursuant to any Applicable Law or by any Governmental Authority and as maybe applicable in relation to the payment obligations of the Issuer under the transaction documents.
138.	Tax Deduction	means a deduction or withholding for or on account of Tax from a payment under a transaction document pursuant to Applicable Law.
139.	Tenor	has the meaning given to it in Section 8.1 (*Summary Terms*).
140.	Total Assets	means, for any date of determination, the total Assets of the Issuer on such date.
141.	Total Debt	means the aggregate of: (a) all long-term and short-term outstanding, whether secured or unsecured, including any contingent liabilities pertaining to corporate/financial guarantees given on behalf of any company / special purpose vehicle / subsidiary / affiliate to the extent of outstanding of such guaranteed debt; (b) any amount raised by acceptance under any acceptance credit facility; (c) receivables sold or discounted (other than receivables to the extent they are sold on a non-recourse basis); (d) any put option, shortfall / liquidity support undertaking, debt service reserve account undertaking, keep fit letter(s), letter of comfort issued in favour of any person(s), which give or may give rise to any financial obligation(s); and (e) any amount raised under any other transaction (including any forward sale or purchase agreement) having the commercial effect of a borrowing.
142.	Transaction Documents	has the meaning given to it in Section 8.1 (*Summary Terms*).
143.	Transaction Security	has the meaning given to it in Section 8.1 (*Summary Terms*) of this Key Information Document.
144.	WDM	means the Wholesale Debt Market segment of the BSE
145.	Wilful Defaulter	means an Issuer who is categorized as a wilful defaulter by any Bank or financial institution or consortium thereof, in accordance with the guidelines on wilful defaulters issued by the Reserve Bank of India and includes an issuer whose director or promoter is categorized as such.

SECTION 2: NOTICE TO INVESTORS AND DISCLAIMERS

2.1 ISSUER'S DISCLAIMER

Please refer to Section 2.1 of the General Information Document for the disclaimers by the Issuer.

THE ISSUER ACCEPTS NO RESPONSIBILITY FOR STATEMENTS MADE OTHERWISE THAN IN THE KEY INFORMATION DOCUMENT OR IN THE ADVERTISEMENT OR ANY OTHER MATERIAL ISSUED BY OR AT THE INSTANCE OF THE ISSUER AND THAT ANYONE PLACING RELIANCE ON ANY OTHER SOURCE OF INFORMATION WOULD BE DOING SO AT THEIR OWN RISK.

2.2 DISCLAIMER CLAUSE OF STOCK EXCHANGES

Please refer to Section 2.2 of the General Information Document for the disclaimers in respect of the stock exchanges.

2.3 DISCLAIMER CLAUSE OF RBI

Please refer to Section 2.3 of the General Information Document for the disclaimers in respect of the RBI.

2.4 DISCLAIMER CLAUSE OF SEBI

Please refer to Section 2.4 of the General Information Document for the disclaimers in respect of the SEBI.

IT IS TO BE DISTINCTLY UNDERSTOOD THAT FILING OF THE KEY INFORMATION DOCUMENT TO THE SECURITIES AND EXCHANGE BOARD OF INDIA (SEBI) SHOULD NOT IN ANY WAY BE DEEMED OR CONSTRUED TO MEAN THAT THE SAME HAS BEEN CLEARED OR APPROVED BY SEBI. SEBI DOES NOT TAKE ANY RESPONSIBILITY EITHER FOR THE FINANCIAL SOUNDNESS OF ANY SCHEME OR THE PROJECT FOR WHICH THE ISSUE IS PROPOSED TO BE MADE OR FOR THE CORRECTNESS OF THE STATEMENTS MADE OR OPINIONS EXPRESSED IN THE KEY INFORMATION DOCUMENT. THE LEAD MANAGER(S) (IF ANY) HAS CERTIFIED THAT THE DISCLOSURES MADE IN THE KEY INFORMATION DOCUMENT ARE GENERALLY ADEQUATE AND ARE IN CONFORMITY WITH THE REGULATIONS. THIS REQUIREMENT IS TO FACILITATE INVESTORS TO TAKE AN INFORMED DECISION FOR MAKING INVESTMENT IN THE PROPOSED ISSUE.

2.5 DISCLAIMER IN RESPECT OF JURISDICTION

Please refer to Section 2.5 of the General Information Document for the disclaimers in respect of the jurisdiction.

2.6 DISCLAIMER IN RESPECT OF RATING AGENCY

Please refer to Section 2.6 of the General Information Document for the disclaimers in respect of the Rating Agency.

2.7 ISSUE OF DEBENTURES IN DEMATERIALISED FORM

Please refer to Section 2.7 of the General Information Document for the disclaimers in respect of issuances of the Debentures in dematerialised form.

2.8 DISCLAIMER OF THE ARRANGERS

Please refer to Section 2.8 of the General Information Document for the disclaimers in respect of the arranger (if any).

2.9 DISCLAIMER IN RESPECT OF MERCHANT BANKER

THE LEAD MANAGER(S)/MERCHANT BANKER(S) 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 LEAD MANAGER(S) /MERCHANT BANKER(S) 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 3: DETAILS OF PROMOTERS OF THE ISSUER

Please refer to Section 5.3 of the General Information Document for the details of the promoters of the Issuer.

SECTION 4: RISK FACTORS

Please refer to Section 3 of the General Information Document for the risk factors in respect of the issuance of Debentures. In addition to the risk factors set out in the General Information Document, please find below the risk factors applicable for this Issue.

4.1 RISKS RELATED TO THE BUSINESS OF THE ISSUER

(a) ***The Issuer provides unsecured loans to the clients and if the Issuer is unable to control the level of non-performing loans ("NPAs") in the future, or if the Issuer's loan loss reserves are insufficient to cover future loan losses, the financial condition and results of operations may be materially and adversely affected.***

The Issuer cannot assure that it will be able to effectively control and reduce the level of the NPAs of its Client Loans. The amount of its reported NPAs may increase in the future as a result of growth of Client Loans, and also due to factors beyond its control. If the Issuer is unable to manage its NPAs or adequately recover its loans, the results of its operations will be adversely affected.

As on March 31, 2026, the gross NPA was INR 0.00 Crores on a gross portfolio of INR 492.85 Crores (including managed / securitized portfolio).

The Issuer cannot assure that the Issuer will be able to effectively control and reduce the level of the impaired loans in its total loan portfolio. The amount of the Issuer's reported non-performing loans may increase in the future as a result of growth in the total loan portfolio, and also due to factors beyond the Issuer's control, such as over-extended member credit that we are unaware of. Failure to manage NPAs or effect recoveries will result in operations being adversely affected.

The Issuer's current loan loss reserves may not be adequate to cover an increase in the amount of NPAs or any future deterioration in the overall credit quality of the Issuer's total loan portfolio. As a result, if the quality of the Issuer's total loan portfolio deteriorates the Issuer may be required to increase the loan loss reserves, which will adversely affect the Issuer's financial condition and results of operations. The Issuer's members largely belong to low-income segment and, as a result, might be vulnerable if economic conditions worsen or growth rates decelerate in India, or if there are natural disasters such as floods and droughts in areas where the Issuer's members live. Moreover, there is no precise method for predicting loan and credit losses, and the Issuer cannot assure that the Issuer's monitoring and risk management procedures will effectively predict such losses or that loan loss reserves will be sufficient to cover actual losses. If the Issuer is unable to control or reduce the level of its NPAs or poor credit quality loans, the Issuer's financial condition and results of the Issuer's operations could be materially and adversely affected.

(b) ***Risk relating to asset-liability mismatch***

The Issuer is exposed to liquidity risk arising from mismatches between the maturity profile of its assets and liabilities. In particular, where the Issuer's liabilities falling due in the near term exceed its expected inflows for the corresponding period, the Issuer may be required to rely on refinancing, fresh borrowings, realisation of receivables, collections from borrowers or other funding sources to meet its repayment obligations. Any delay or inability in raising funds, refinancing existing liabilities or realising expected cash flows may adversely affect the Issuer's liquidity position, financial condition and its ability to service its debt obligations, including the non-convertible securities.

4.2 RISKS RELATING TO REDUCED FACE VALUE DEBENTURES AND LIMITED MARKET LIQUIDITY

The Debentures are being issued at a face value of INR 10,000 each pursuant to SEBI circular no. SEBI/HO/DDHS/DDHS-PoD-1/P/CIR/2024/94 dated July 3, 2024, which permits issuance of

listed debt securities on a private placement basis at a reduced denomination from the standard minimum face value of INR 1,00,000. The reduced denomination does not mitigate any credit, liquidity, interest rate or other investment risks associated with such securities. Any security structure, credit enhancement or repayment mechanism (if applicable) will be as specified in the Debt Disclosure Documents. Although the Debentures may be listed on a recognised stock exchange, there can be no assurance of liquidity or the development of an active secondary market. Investors should conduct their own independent assessment before making an investment decision.

4.3 RISK OF THE ISSUE BEING TREATED AS A DEEMED PUBLIC ISSUE

The Issue is being made strictly on a private placement basis to identified eligible investors and is not intended to be an offer to the public. However, if the Debentures are subsequently offered, distributed, transferred or down-sold in a manner that suggests that the private placement was made with a view to onward distribution to a wider investor base, including through arrangers, brokers, distributors, platforms or other intermediaries, the Issue may be alleged or treated as a deemed public issue / non-compliant private placement. Any such regulatory determination may result in penalties, refund obligations, additional disclosure or compliance requirements, restrictions on future fund raising, delay in listing or trading, reputational impact and other adverse consequences for the Issuer and/or relevant intermediaries. This may adversely affect the liquidity, transferability and value of the Debentures.

Neither the General Information Document nor Key Information Document has been filed with the Ministry of Corporate Affairs and/or has been delivered to any Registrar of Companies.

4.4 RISK RELATING TO UNAVAILABILITY OF LATEST QUARTERLY DATA

Certain financial disclosures contained herein are based on financial information as of March 31, 2026 or such other date(s) as specifically mentioned herein. The fully prepared financial statements for the period ended June 30, 2026 are under finalization, and the statutory timeline for their disclosure has not yet elapsed. Accordingly, Investors should consider the above limitation while evaluating the disclosures contained in this Key Information Document and making an investment decision.

SECTION 5: [INTENTIONALLY LEFT BLANK]

SECTION 6: REGULATORY DISCLOSURES

This Key Information Document is prepared in accordance with the provisions of SEBI Debt Listing Regulations and in this Section 6, the Issuer has set out the details required as per the SEBI Debt Listing Regulations (including Schedule I thereof).

6.1 **The Issuer shall file the following documents along with the listing application to the stock exchange and with the Debenture Trustee**

Along with this Key Information Document and the corporate authorizations for this issuance of the Debentures, the documents set out in Section 5.1 of the General Information Document have been / shall be submitted along with the listing application to the BSE and with the Debenture Trustee.

6.2 **The following documents have been / shall be submitted to BSE at the time of filing the draft of this Key Information Document:**

Due diligence certificates from the Debenture Trustee as per the format specified in the SEBI Debenture Trustees Master Circular and in the SEBI Debt Listing Regulations.

6.3 **Details of credit rating along with the latest press release of the Credit Rating Agency in relation to the issue and 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.**

India Ratings and Research Private Limited has affirmed/assigned a rating of "IND BBB-/Stable" through its letter dated July 21, 2026 for the Debentures to be issued in the proposed Issue. The rating letter from the Rating Agency, the rating rationale from the Rating Agency and the detailed press release are provided in **Annexure I** of this Key Information Document.

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

6.4 **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). 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 or has been created, as specified by the Board:**

The Debentures are proposed to be listed on the WDM segment of the BSE within the time period prescribed under the SEBI Listing Timelines Requirements. The Debentures are not proposed to be listed on more than one stock exchange.

The Issuer has obtained the in-principle approval for the listing of the debentures in accordance with the General Information Document from BSE, and the same is annexed in **Annexure X** below.

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 Recovery Expense Fund shall be created by the Issuer with BSE in accordance with Chapter IV of the SEBI Debenture Trustees Master Circular.

6.5 **Issue Schedule:**

PARTICULARS	DATE
Issue Opening Date	July 27, 2026
Issue Closing Date	July 27, 2026
Pay In Date	July 28, 2026
Deemed Date of Allotment	July 28, 2026

6.6 **Name, logo, addresses, website URL, email address, telephone number and contact person of specific entities in relation to the Issue:**

(a) Legal Counsel

Name	N.A. The Issuer has been advised by its in-house legal, secretarial and compliance team.
Logo	N.A.
Address	N.A.
Website	N.A.
E-mail address	N.A.
Telephone Number	N.A.
Contact Person Details	N.A.

(b) Merchant Banker and co-managers to the issues

Name	SKI Capital Services Limited.
Logo	
Address	718, Dr. Joshi Road, Karol Bagh, New Delhi - 110005
Website	**https://www.skicapital.net**
E-mail address	dcm@skicapital.net
Telephone Number	+91-011-41189899
Contact Person Details	Mr. Manick Wadhwa/ Mr. Vivek Rana

(c) Guarantor

Name	N.A.
Logo	N.A.
Address	N.A.
Website	N.A.
E-mail address	N.A.
Telephone Number	N.A.
Contact Person Details	N.A.

(d) Arrangers

Name	N.A.
Logo	N.A.
Address	N.A.
Website	N.A.
E-mail address	N.A.
Telephone Number	N.A.
Contact Person Details	N.A.

(e) Debenture Trustee to the Issue

Name	Vardhman Trusteeship Private Limited
Logo	
Address	Unit No. 412, The Capital, C-70 G Block, Bandra Kurla Complex, Bandra East, Audit Bhavan, Mumbai, Bandra, Maharashtra, India, 400051
Website	https://vardhmantrustee.com/
E-mail address	compliance@vardhmantrustee.com
Telephone Number	022-42648335
Contact Person Details	Mr. Yogesh Limbachiya

(f) Credit Rating Agency for the Issue

Name	India Ratings & Research Private Limited
Logo	
Address	Wockhardt Towers, 4th Floor, West Wing, Bandra Kurla Complex, Bandra East, Mumbai - 400051
Website	www.indiaratings.co.in
E-mail address	infogrp@indiaratings.co.in
Telephone Number	+91 22 4000 1700
Contact Person Details	Mr. Pankaj Naik

(g) Registrar the Issue

Name	Skyline Financial Services Private Limited
Logo	
Address	D-153/A, 1st Floor, Okhla Industrial Area, Phase-I, New Delhi-110020
Website	www.skylinerta.com
E-mail address	contact@skylinerta.com / compliances@skylinerta.com
Telephone Number	011-40450193 / 011-40450197
Contact Person Details	Mr. Virendra Kumar Rana

(h) Statutory Auditor

Name	R. Gopal & Associates
Logo	
Peer review certificate no.	016585
Address	G-1, Ground Floor, South Extension-II, New Delhi - 110049
Website	www.rgopal.in
E-mail address	sunil@rgopal.in, vikash@rgopal.in
Telephone Number	011-41649623, 011-41649624, 011-41649626
Contact Person Details	Mr. Vikash Aggarwal

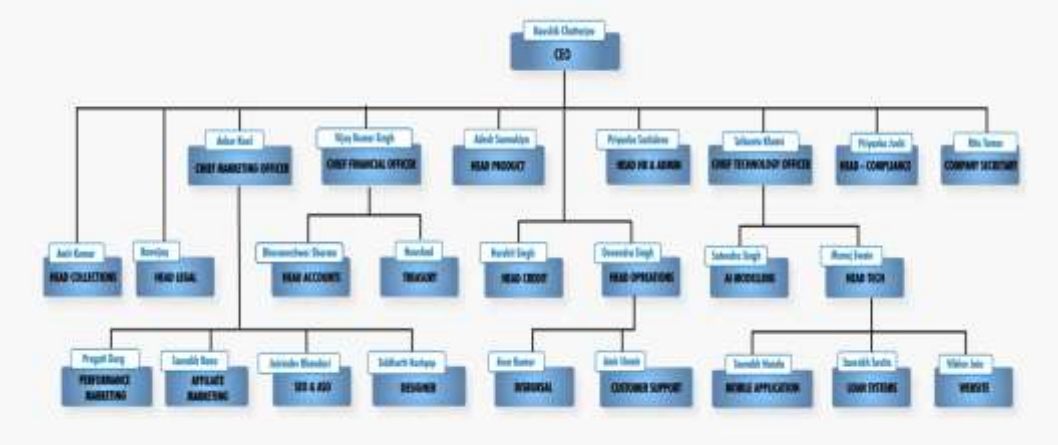
6.7 **About the Issuer**

The following details pertaining to the issuer:

(a) **Overview and a brief summary of the business activities of the Issuer**

Please refer to Section 5.8(a) of the General Information Document for overview and a brief summary of the business activities of the Issuer.

(b) **Structure of the group/Issuer:**



(c) **A brief summary of the business activities of the subsidiaries of the issuer:**

Please refer to Section 5.8(c) of the General Information Document for a brief summary of the business activities of the subsidiaries of the Issuer.

(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 Section 6.37(g) below. 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:

Please refer to Section 5.8(d) of the General Information Document. There are no changes to the information set out in Section 5.8(d) of the General Information Document.

(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**

The proceeds raised from the issue of the Debentures are not being utilised for funding of any projects. Please refer Section 8.1 (*Summary Terms*) below for the Purpose.

6.8 **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:**

S.NO	PARTICULARS	FEE/EXPENSE AMOUNT (INR in Lakhs) (excluding GST)	% OF TOTAL ISSUE EXPENSES	% OF TOTAL ISSUE SIZE
1.	Lead Manager(s)/Merchant Banker fees	INR 2.00 Lakh	2.50%	0.0400%
2.	Underwriting commission	N. A.	N. A.	N. A.
3.	Brokerage, selling commission and upload fees	N. A.	N. A.	N. A.

4.	Fees payable to the Debenture Trustee	INR 1.25 Lakh	1.56%	0.0250%
5.	Fees payable to the registrars to the issue	INR 0.30 Lakh	0.38%	0.0060%
6.	Fees payable to the legal advisors	N.A.	N.A.	N.A.
7.	Advertising and marketing expenses	N. A. *	N. A. *	N. A. *
8.	Fees payable to the regulators including stock exchanges	INR 1.50 Lakh	1.88%	0.0300%
9.	Expenses incurred on printing and distribution of issue stationary	N. A. **	N. A. **	N. A. **
10.	Any other fees, commission and payments under whatever nomenclature	INR 74.94 Lakh	93.69%	1.4988%
11.	Total	**INR 79.99 Lakh**	**100.00%**	**1.5998%**

* As the Debentures will be issued by way of private placement to identified investors in accordance with the process prescribed by SEBI, no specific advertising and marketing expenses are envisaged to be payable in respect of such issue of Debentures.

** As the Debentures will be issued by way of private placement to identified investors in accordance with the process prescribed by SEBI, no specific expenses are envisaged to be incurred on printing and distribution of issue stationary in respect of such issue of Debentures.

Notwithstanding anything contained in this KID, the Issuer may at its sole discretion pay any anchor fees or other fees at such rate as it deems fit.

6.9 **Financial Information**

(a) **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").**

However, if the issuer, being a listed REIT/listed InvIT, has been in existence for a period of 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 the interim period, the combined financial statements shall be disclosed for the periods for which such historical financial statements are not available.

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 web-link, 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.

Please refer Annexure I of the General Information Document for the audited financial statements of the Issuer for the Financial Years ended March 31, 2023, March 31, 2024, and March 31, 2025. The audited financial statements for March 31, 2026 are set out in Annexure XI of this Key Information Document.

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

Please refer Annexure I of the General Information Document for the audited financial statements of the Issuer for the Financial Years ended March 31, 2024, and March 31, 2025. The audited financial statements for March 31, 2026 are set out in Annexure XI of this Key Information Document.

(c) **Issuers other than REITs/ 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:**

(i) The issue is made on the Electronic Book Platform of the stock exchange, irrespective of the issue size; and

(ii) In case of issue of securities on a private placement basis, the issue is open for subscription only to qualified institutional buyers

Not applicable as the Issuer has been in existence for more than 3 (three) years prior to the date of this Key Information Document.

(d) **The above financial statements shall be accompanied with the auditor's report along with the requisite schedules, footnotes, summary etc.**

Please refer Annexure I of the General Information Document for the audited financial statements of the Issuer for the Financial Years ended March 31, 2024, and March 31, 2025 with the auditor's report along with the requisite schedules, footnotes, summary etc. The audited financial statements for March 31, 2026 are set out in Annexure XI of this Key Information Document.

(e) **Key Operational and Financial Parameters on a consolidated basis and on a standalone basis in respect of the financial information provided under clauses (a) to (c) above:**

Standalone Basis: Please refer Section 5.10(e) of the General Information Document for disclosures for the Financial Years ended March 31, 2024, and March 31, 2025.

The key operational and financial parameters of the Issuer for the audited financial statements for March 31, 2026 are set out below:

PARTICULARS	**MARCH 31, 2026 (INR in crores)**
	Audited
BALANCE SHEET	
Assets	
Property, Plant and Equipment	1.23
Financial Assets	463.84
Non-financial Assets excluding property, plant and equipment	14.22
Total Assets	479.28
Liabilities	

Financial Liabilities	**310.02**
-Derivative financial instruments	**-**
-Trade Payables	28.70
-Debt Securities	-
-Borrowings (other than Debt Securities)	276.14
-Subordinated liabilities	-
-Other financial liabilities	5.19
Non-Financial Liabilities	***5.11***
-Current tax liabilities (net)	-
-Provisions	1.50
-Deferred tax liabilities (net)	
-other non-financial liabilities	3.61
Equity (Equity Share Capital and Other Equity)	164.15
Total Liabilities and Equity	**479.28**
PROFIT AND LOSS	
Revenue from operations	511.57
Other Income	0.16
Total Income	**511.73**
Total Expense	394.40
Profit after tax for the year	87.14
Other Comprehensive income	-0.02
Total Comprehensive Income	**87.12**
Earnings per equity share (Basic)	19.69
Earnings per equity share (Diluted)	19.60
Cash Flow	
Net cash from/ used in (-) operating activities	-190.42
Net cash from/ used in (-) investing activities	14.09
Net cash from/ used in (-) financing activities	208.00
Net increase/decrease (-) in cash and cash equivalents	31.67
Cash and cash equivalents as per Cash Flow Statement as at the end of Half year	39.07
Additional Information	
Net Worth	164.15
Cash and cash equivalents	39.07
Loans	492.85
Loans (Principal Amount)	492.85
Total Debts to Total Assets	0.58

Interest Income	511.73
Interest Expense	35.48
Impairment on Financial Instruments	187.69
Bad Debts to Loans	26.88%
% Stage 3 Loans on Loans (Principal Amount)	0.00%
% Net Stage 3 Loans on Loans (Principal Amount)	0.00%
Tier I Capital Adequacy Ratio (%)	25.67%
Tier II Capital Adequacy Ratio (%)	1.25%

Consolidated Basis: This is not applicable to the Issuer as the Issuer does not have any subsidiaries.

(f) **Details of any other contingent liabilities of the Issuer based on the latest audited financial statements including amount and nature of liability:**

Please refer Section 5.10(f) of the General Information Document for the details of the contingent liability of the Issuer based on the audited financial statements for the Financial Year ended March 31, 2025. The details for the Financial Year ended March 31, 2026 are as follows: NIL.

(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**

Please refer Section 5.10(g) of the General Information Document for the details of corporate guarantee or letter of comfort issued by the Issuer. There are no changes to the information set out in Section 5.10(g) of the General Information Document.

6.10 **A brief history of Issuer since its incorporation giving details of its following activities:**

(a) **Details of Share Capital as on last quarter end, i.e., June 30, 2026**:

SHARE CAPITAL	**AMOUNT (INR in Crore)**
Authorised Share Capital	
9,00,00,000 Equity shares at Rs. 10/-	90,00,00,000
TOTAL	90,00,00,000
Issued, Subscribed and Fully Paid- up Share Capital	
44268085 Equity Shares at Rs. 10/-	44,26,80,850
TOTAL	44,26,80,850

(b) **Changes in its capital structure as on last quarter end, i.e., June 30, 2026 for the preceding three financial years and current financial year:**

Please refer Section 5.11(b) of the General Information Document for the details of changes in the capital structure of the Issuer for the preceding three Financial Years and current Financial Year as of September 30, 2025. The details of changes in the capital structure of the Issuer for the Financial Year ended June 30, 2026 are as follows:

DATE OF CHANGE (ANNUAL GENERAL MEETING/ EXTRAORDINARY GENERAL MEETING)	**AUTHORISED CAPITAL (INR)**	**PARTICULARS**
30-07-2025	90,00,00,000	Authorized Share Capital of the Company from ₹25,00,00,000/- (Rupees Twenty-Five Crore Only) divided into 2,50,00,000 (Two Crore Fifty Lakh) equity shares of face value

		₹10.00/- each to ₹ 90,00,00,000/- (Rupees Ninety Crore Only) divided into 9,00,00,000 (Nine Crore) equity shares of face value ₹10.00/- each by the creation of additional 6,50,00,000 (Six Crore Fifty Lakh) equity shares of ₹10/- (Rupees Ten only) each.
29-01-2025	25,00,00,000	Authorized Share Capital of the Company from ₹8,50,00,000/- (Rupees Eight Crore Fifty Lakh Only) divided into 85,00,000 (Eighty Five Lakh) equity shares of ₹10/- (Rupees Ten only) each to ₹25,00,00,000/- (Rupees Twenty Five Crore Only) divided into 2,50,00,000 (Two Crore Fifty Lakh) equity shares of face value ₹10.00/- each by the creation of additional 1,65,00,000 (One Crore Sixty Five Lakh) equity shares of ₹10/- (Rupees Ten only) each.
27-05-2024	8,50,00,000	Authorized Share Capital of the Company from ₹3,50,00,000/- (Rupees Three Crore Fifty Lakhs Only) divided into 35,00,000 (Thirty Five Lakhs Only) equity shares of ₹10/- (Rupees Ten only) each to ₹8,50,00,000/- (Rupees Eight Crore Fifty Lakhs Only) divided into 85,00,000 (Eighty Five Lakhs Only) equity shares of face value ₹10.00/- each by the creation of additional 50,00,000 (Fifty Lakhs) equity shares of ₹10/- (Rupees Ten) each.

(c) **Details of the equity share capital for the preceding three financial years and current financial year:**

Please refer Section 5.11(c) of the General Information Document for the details equity share capital for the preceding three financial years and the current financial year as of September 30, 2025. There is no change in the information set out in Section 5.11(c) of the General Information Document, and there is no additional information to be disclosed as of June 30, 2026.

(d) **Details of any acquisition of or amalgamation with any entity in the preceding one year:**

During last 1 (one) year, the Issuer has not acquired or amalgamated with any entity.

(e) **Details of any Reorganization or Reconstruction in the preceding one year:**

TYPE OF EVENT	DATE OF ANNOUNCEMENT	DATE OF COMPLETION	DETAILS

N.A.

(f) **Details of the shareholding of the Company as at the latest quarter end, i.e., June 30, 2026 as per the format specified under the listing regulations***:*

Category	Category of Shareholder	No. of Shareholders	Fully Paid Equity Shares	Depository Receipts	Total Shares Held	Shareholding %	Voting Rights	Voting Rights %	Fully Diluted Shares
A	Promoter & Promoter Group	2	8782125	0	8782125	19.84	8782125	19.84	8782125
B	Public	2033	35485960	0	35485960	80.16	35485960	80.16	35485960
C	Non-Promoter Non-Public	0	0	0	0	0	0	0	0
C1	Shares underlying DRs	0	0	0	0	0	0	0	0
C2	Employee Trusts	0	0	0	0	0	0	0	0
Total	**--**	**2035**	**44268085**	**0**	**44268085**	**100**	**44268085**	**100**	**44268085**

(g) **List of top ten holders of equity shares of the Company as on the latest quarter end, i.e., June 30, 2026**:

Sr No	Name of Shareholder	Total No of Equity Shares	No. of shares in demat form	Total Shareholding as a % of total no of equity shares
1	PAAVEN BANSAL	8915350	8915350	20.14%
2	AMICORP CAPITAL (MAURITIUS) LIMITED	5,000,000	5,000,000	11.29%
3	PAWAN KUMAR MITTAL	4,902,125	4,902,125	11.07%
4	KIRAN MITTAL	3,880,000	3,880,000	8.76%
5	AYAAN FINSERVE INDIA PRIVATE LIMITED	3,750,000	3,750,000	8.47%
6	VIKAS GOYAL	3617116	3617116	8.17%
7	ATIKA GOYAL	3535250	3535250	7.99%
8	KOTIA ENTERPRISES LIMITED	2,500,000	2,500,000	5.65%
9	MADHO KESHAV PROPERTIES	500,000	500,000	1.13%

	PRIVATE LIMITED			
10	YOUR TEMPLATE BOX WEB SERVICES PRIAVTE LIMITED	500,000	500,000	1.13%

6.11 **Following details regarding the directors of the Company:**

(a) **Details of the current directors of the Company:**

Please refer Section 5.12(a) of the General Information Document for the details of the current directors of the Issuer. Certain changes to the information set out in Section 5.12(a) of the General Information Document, due to appointment/resignation is set out below:

Name	Designation	DIN	Age	Address	Date of Appointment	Details of other Directorships
Manish Aggarwal	Non-Executive Director	09197754	40	D-16/330-331, First Floor, Sector-7, Rohini, Delhi-110085	14-10-2025	YOURTEMPLATEBOX WEB SERVICES PRIVATE LIMITED
Ankit Singhal	Independent Director	03592385	38	H. No. - A-127, Near Kailash Hospital, Sector-27, Noida, Gautam Buddha Nagar, (U.P) -201301	12-08-2022	1. ESQUIRE MONEY GUARANTEES LTD; 3. HIGGLY PIGGLY PLAYZONE PRIVATE LIMITED 4. SPRIGHT AGRO LIMITED
Rishi Kapoor	Independent Director	09844727	52	E 60, Gf, Greater Kailash Enclave Part 1, New Delhi – 110048	05-08-2023	NIL
Vinod Kumar	Independent Director	07891684	66	167, Surya Niketan, Shakar Pur Baramad, Shakarpur East Delhi- 110092	08-02-2024	NIL
Ritu Sharma	Non-Executive Director	07960832	40	B-3/146, 2nd Floor, Block B-3, Yamuna Vihar, North East Delhi, Delhi -110053.	14-10-2025	HOPES & HARMONY FOUNDATION
Shubh Charn Bansal	Independent Director	11270668	48	GH-8/619, Paschim Vihar, New Delhi-110087	14-10-2025	EXUDE VINCOM PRIVATE LIMITED

(b) **Details of change in directors in the preceding three financial years and current financial year:**

Please refer Section 5.12(b) of the General Information Document for the details of change in the directors of the Issuer for the Financial Years ended March 31, 2023, March 31, 2024 and March 31, 2025 and as of the date of the General Information Document. There are no changes to the information set out in Section 5.12(b) of the General Information Document for the Financial Year ended March 31, 2026 and the current Financial Year.

(c) **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):**

(i) 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 Section 5.12(c)(i) of the General Information Document for the details of the remuneration payable or paid to a director by the Issuer, its subsidiary or associate companies for the financial year ended March 31, 2025, March 31, 2024 and March 31, 2023. Please refer below for the details for the Financial Year ended March 31, 2026 and the current Financial Year.

By/in the Issuer:

S. NO.	NAME OF THE DIRECTOR	REMUNERATION PAYABLE/PAID BY THE ISSUER (IN INR, IN CRORE)		SHAREHOLDING/NO. OF SHARES IN THE ISSUER (ON A FULLY DILUTED BASIS)
		FY 2025-26	FY 2026-27 (Current Year)	
1.	Ritu Sharma	12,00,000	12,00,000	-
2.	Rishi Kapoor	5,00,000	5,00,000	-
3.	Vinod Kumar	5,40,000	7,20,000	-
4.	Ankit Singhal	80000	80000	-
5.	Manish Aggarwal	4,80,000	4,80,000	-
6.	Shubh Charn Bansal	4,80,000	4,80,000	386255 (0.55%)

By/in the subsidiaries of the Issuer:

S. NO.	NAME OF THE DIRECTOR	REMUNERATION PAYABLE/PAID BY THE ISSUER (INR, IN CRORE)		SHAREHOLDING/NO. OF SHARES IN THE ISSUER (ON A FULLY DILUTED BASIS)
		FY 2025-26	FY 2026-27 (Current Year)	
Nil				

By/in the associate of the Issuer:

S. NO.	NAME OF THE DIRECTOR	REMUNERATION PAYABLE/PAID BY THE ISSUER (INR, IN CRORE)		SHAREHOLDING/NO. OF SHARES IN THE ISSUER (ON A FULLY DILUTED BASIS)
		FY 2025-26	FY 2026-27 (Current Year)	
Nil				

(ii) Appointment of any relatives to an office or place of profit of the issuer, its subsidiary or associate company;

Please refer Section 5.12(c)(ii) of the General Information Document for the details of the appointment of any relatives to an office or place of profit of the Issuer, its subsidiary or associate company. There are no changes to the information set out in Section 5.12(c)(ii) of the General Information Document.

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

A. in the promotion of the issuer company; or

B. 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

C. 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.

Please refer Section 5.12(c)(iii) of the General Information Document for the details of the full particulars of the nature and extent of interest, if any, of every director. There are no changes to the information set out in Section 5.12(c)(iii) of the General Information Document.

(d) **Contribution being made by the directors as part of the offer or separately in furtherance of such objects.**

Please refer Section 5.12(d) of the General Information Document for the details of contribution being made by the directors as part of the offer or separately in furtherance of such objects. There are no changes to the information set out in Section 5.12(d) of the General Information Document.

6.12 **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.**

Please refer Section 5.13 of the General Information Document for the details of 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. There are no changes to the information set out in Section 5.13 of the General Information Document.

6.13 **Following details regarding the auditors of the Issuer:**

(a) **Details of the auditor of the Issuer:**

Please refer Section 5.14(a) of the General Information Document for the details of the auditor of the Issuer. There are no changes to the information set out in Section 5.14(a) of the General Information Document.

(b) **Details of change in auditors 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	REMARKS
R Gopal & Associates	G-1, Ground Floor, South Extension-II, New Delhi	30/07/2025	-	-	-
Deepak Gupta	Suit 106 A, C-104 Sector 65, Noida, Uttar Pradesh-UP - 201301	30/10/2023	30-05-2025	-	-

6.14 **Details of the following liabilities of the issuer, as at the end of the preceding quarter, or if available, a later date:**

(a) **Details of outstanding secured loan facilities as at the end of the last quarter, i.e., June 30, 2026**:

Details of outstanding secured loan facilities (as on June 30, 2026):							
Name of Lender	**Type of Facility**	**Amount Sanctioned (INR in Crore)**	**Principal Amount Outstanding (INR in Crore)**	**Repayment Date/ Schedule**	**Security**	**Credit Rating, if applicable**	**Asset Classification**
UC Inclusive	Term Loan	14.00	4.00	17th of every month	Book Debts	NA	Standard
IBL Finance	Term Loan	32.00	7.72	7th of every month	Book Debts	NA	Standard
Incred Financial	Term Loan	22.50	2.08	10th of every month	Book Debts	NA	Standard
Shine Star	Term Loan	325.00	72.29	19/29th of every month	Book Debts	NA	Standard
Real Touch Finance	Term Loan	22.00	8.42	2nd/16th of every month	Book Debts	NA	Standard
Western Capital	Term Loan	33.00	12.14	1st of every month	Book Debts	NA	Standard
Apollo Finvest	Term Loan	30.00	2.55	15th of every month	Book Debts	NA	Standard
USHA Financial	Term Loan	32.50	4.84	3rd of every month	Book Debts	NA	Standard
Mufin Green	Term Loan	25.00	14.79	5th of every month	Book Debts	NA	Standard
SMC-Moneywise	Term Loan	20.00	3.38	25th of every month	Book Debts	NA	Standard
Capup Financial	Term Loan	5.00	-	25th of every month	Book Debts	NA	Standard
Baid Finserv Limited	Term Loan	6.00	1.52	1st of every month	Book Debts	NA	Standard
Universal Fingrowth	Term Loan	4.00	0.92	3rd of every month	Book Debts	NA	Standard
Kissandhan Agri Financial	Term Loan	24.50	9.59	30th of every month	Book Debts	NA	Standard
Kiyansh Finance	Term Loan	11.00	2.50	10th of every month	Book Debts	NA	Standard
Ambit Finvest	Term Loan	20.50	8.88	5th of every month	Book Debts	NA	Standard
Anupam Finserv	Term Loan	12.00	4.88	23rd of every month	Book Debts	NA	Standard
Nice Finance	Term Loan	2.00	0.30	30th of every month	Book Debts	NA	Standard
Finstars Capital	Term Loan	4.00	2.56	5th of every month	Book Debts	NA	Standard
NCD	NCD	262.90	262.90	1st of every month	Book Debts	Yes,BBB-	Standard
Electronica Finance	Term Loan	5.00	3.38	5th of every month	Book Debts	NA	Standard
Moneyplus Financial	Term Loan	2.00	1.76	8th of every month	Book Debts	NA	Standard
ICICI Bank	Term Loan	10.00	9.72	30th/31st of every month	Book Debts	NA	Standard

Total Secured Borrowing O/s (TL+ICD+NCD) :- June-25	**924.90**	**441.12**				

(b) **Details of outstanding unsecured loan facilities as at the end of the last quarter, i.e., June 30, 2026:**

(b) Details of outstanding unsecured loan facilities (as on June 30, 2026):					
Name of Lender	**Type of Facility**	**Amount Sanctioned (INR in Crore)**	**Principal Amount Outstanding (INR in Crore)**	**Repayment Date/ Schedule**	**Credit Rating, if applicable**
Neeva Swarnam Pvt Ltd	ICD	5.00	4.44	30th of every month	NA
Total Unsecured Borrowing O/s :June-26		**5.00**	**4.44**		

(c) **Details of outstanding non-convertible securities as at the end of the last quarter, i.e., June 30, 2026, in the following format:**

SERIES OF NCS/ISIN	**TENOR / PERIOD OF MATURITY**	**COUPON**	**AMOUNT (IN INR)**	**DATE OF ALLOTMENT**	**REDEMPTION DATE / SCHEDULE**	**CREDIT RATING**	**SECURED / UNSECURED**	**SECURITY**
13.00% UCIL MAY NCD 2027 ISIN: INE926R07019	15 Months	13%	75 Crore	24 February, 2026	24 May,2027	BBB- (Stable)	Secured	Until the redemption of the Debentures, the amounts outstanding under the debentures (including but not limited to interest, default interest, remuneration of the trustee, charges, fees, expenses and any other charges due from the Company) shall be secured,

								in favour of the debenture trustee (to the satisfaction / for the benefit of the debenture holders) by a first ranking exclusive and continuing charge equal to a security cover ratio which shall be to an extent of 1.3x (one decimal point three times) over the hypothecated assets (i.e. loan receivables of the Issuer that shall fulfil the eligibility criteria for "Hypothecated Assets", as would be captured in the deed of hypothecation and other transaction document

								s) which are free from any encumbrances/charge/lien.
13.00% UCIL MAY NCD 2027 Re-issuance / further issuance under existing ISIN: INE926R07019	14 Months and 6 Days	13%	30 Crore	18 March, 2026	24 May, 2027	BBB- (Stable)	Secured	Until the redemption of the Debentures, the amounts outstanding under the debentures (including but not limited to interest, default interest, remuneration of the trustee, charges, fees, expenses and any other charges due from the Company) shall be secured, in favour of the debenture trustee (to the satisfaction / for the benefit of the debenture holders) by a first ranking exclusive and continuing charge equal to a security cover ratio which shall be to

								an extent of 1.3x (one decimal point three times) over the hypothecated assets (i.e. loan receivables of the Issuer that shall fulfil the eligibility criteria for "Hypothecated Assets", as would be captured in the deed of hypothecation and other transaction documents) which are free from any encumbrances/charge/lien.
13.00% UCIL APRIL 2028 ISIN: INE926R07027	24 Months	13%	57.90 Crore	April 23, 2026	April 23, 2028	BBB- (Stable)	Secured	Until the redemption of the Debentures, the amounts outstanding under the debentures (including but not limited to interest, default interest, remuneration of the trustee,

								charges, fees, expenses and any other charges due from the Company) shall be secured, in favour of the debenture trustee (to the satisfaction / for the benefit of the debenture holders) by a first ranking exclusive and continuing charge equal to a security cover ratio which shall be to an extent of 1.2x (one decimal point two times) over the hypothecated assets (i.e. loan receivables of the Issuer that shall fulfil the eligibility criteria for "Hypothecated Assets", as would

								be captured in the deed of hypothecation and other transaction documents) which are free from any encumbrances/charge/lien.
13.00% UCIL APRIL 2028 Reissuance under existing ISIN: INE926R07027	23 Months and 11 Days	13%	35 Crore	May 12, 2026	April 23, 2028	BBB- (Stable)	Secured	Until the redemption of the Debentures, the amounts outstanding under the debentures (including but not limited to interest, default interest, remuneration of the trustee, charges, fees, expenses and any other charges due from the Company) shall be secured, in favour of the debenture trustee (to the satisfaction / for the benefit of

								the debenture holders) by a first ranking exclusive and continuing charge equal to a security cover ratio which shall be to an extent of 1.2x (one decimal point two times) over the hypothecated assets (i.e. loan receivables of the Issuer that shall fulfil the eligibility criteria for "Hypothecated Assets", as would be captured in the deed of hypothecation and other transaction documents) which are free from any encumbrances/charge/lien.

13.00% UCIL May 2028 ISIN: INE926R07035	24 Months	13%	45 Crore	May 20, 2026	May 20, 2028	BBB- (Stable)	Secured	Until the redemption of the Debentures, the amounts outstanding under the debentures (including but not limited to interest, default interest, remuneration of the trustee, charges, fees, expenses and any other charges due from the Company) shall be secured, in favour of the debenture trustee (to the satisfaction / for the benefit of the debenture holders) by a first ranking exclusive and continuing charge equal to a security cover ratio which shall be to an extent of 1.2x

								(one decimal point two times) over the hypothecated assets (i.e. loan receivables of the Issuer that shall fulfil the eligibility criteria for "Hypothecated Assets", as would be captured in the deed of hypothecation and other transaction documents) which are free from any encumbrances/charge/lien.
13.00% UCIL May 2028 Reissuance under existing ISIN: INE926R07035	23 Months and 21 Days	13%	20 Crore	May 29, 2026	May 20, 2028	BBB- (Stable)	Secured	Until the redemption of the Debentures, the amounts outstanding under the debentures (including but not limited to interest, default interest, remuneration of the

								trustee, charges, fees, expenses and any other charges due from the Company) shall be secured, in favour of the debenture trustee (to the satisfaction / for the benefit of the debenture holders) by a first ranking exclusive and continuing charge equal to a security cover ratio which shall be to an extent of 1.2x (one decimal point two times) over the hypothecated assets (i.e. loan receivables of the Issuer that shall fulfil the eligibility criteria for "Hypothecated Assets",

								as would be captured in the deed of hypothecation and other transaction documents) which are free from any encumbrances/charge/lien.

(d) **Details of commercial paper issuances as at the end of the last quarter, i.e., March 31, 2026, in the following format**:**

** The details under this section have been provided for the financial quarter ended on March 31, 2026 as the limited review financial statements for the financial quarter ended on June 30, 2026 are still in the process of being prepared/updated by the Issuer. The details for the financial quarter ended on June 30, 2026 quarter will be disclosed by the Issuer in accordance with the LODR Regulations and any other directions of SEBI.

SERIES OF NCS/ISIN	TENOR / PERIOD OF MATURITY	COUPON	AMOUNT OUTSTANDING (IN INR)	DATE OF ALLOTMENT	REDEMPTION DATE / SCHEDULE	CREDIT RATING	SECURED / UNSECURED	SECURITY	OTHER DETAILS VIZ. DETAILS OF ISSUING AND PAYING AGENT, DETAILS OF CREDIT RATING AGENCIES
Nil									

(e) **List of top ten holders of non-convertible securities in terms of value (on a cumulative basis) as at July 17, 2026:**

SR. NO.	NAME OF HOLDERS	CATEGORY OF HOLDER	FACE VALUE (IN INR)	QUANTITY OF UNITS HELD	AMOUNT OF HOLDING (IN INR)	HOLDING AS A % OF TOTAL OUTSTANDING NON-CONVERTIBLE

						SECURITIES OF THE ISSUER
1.	MATCH GRAPHICS	Body Corporate	10,000	10,000	10,00,00,000	3.80%
2.	BELA BATHWAL	Individual	10,000	5,500	5,50,00,000	2.09%
3.	NIRMAL BATHWAL	Individual	10,000	5,000	5,00,00,000	1.90%
4.	TOTAL CARDIOVASCULAR SOLUTIONS PRIVATE LIMITED	Body Corporate	10,000	4,900	4,90,00,000	1.86%
5.	MUKESH TRENDS LIFESTYLE LIMITED	Body Corporate	10,000	4,180	4,18,00,000	1.59%
6.	ANAYSA HOMES LLP	Limited Liability Partnership Firm	10,000	4,000	4,00,00,000	1.52%
7.	Basons Investments Pvt Ltd	Body Corporate	10,000	3,100	3,10,00,000	1.18%
8.	SHANTI SPINTEX LIMITED	Body Corporate	10,000	3,000	3,00,00,000	1.14%
9.	SHRINARAYAN SHREEKISHAN AGARWAL	Individual	10,000	3,000	3,00,00,000	1.14%
10.	GRIP FIXED INCOME OPPORTUNITIES FUND - I	Alternative Investment Fund	10,000	2,250	2,25,00,000	0.86%

(f) **List of top ten holders of Commercial paper in terms of value (in cumulative basis) as at the end of the last quarter, i.e., June 30, 2026:**

SR. NO.	NAME OF HOLDER	CATEGORY OF HOLDER	FACE VALUE/AMOUNT OF HOLDING	HOLDING AS A % OF TOTAL COMMERCIAL PAPER OUTSTANDING OF THE ISSUER
Nil				

(g) **Details of the bank fund-based facilities/ rest of the borrowing (if any, including hybrid debt like Foreign Currency Convertible Bonds (FCCB), Optionally Convertible Debentures/ Preference Shares) from financial institutions or financial creditors as at the end of the last quarter, i.e., June 30, 2026:**

NAME OF PARTY (IN CASE OF FACILI	TYPE OF FACILITY / INSTRUMENT	AMOUNT SANCTIONED/ ISSUED	PRINCIPAL AMOUNT OUTSTANDING	DATE OF REPAYMENT/ SCHEDULE	CREDIT RATING	SECURED/ UNSECURED	SECURITY

TY)/ NAME OF INSTRU MENT							
Nil							

6.15 **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.**

Please refer Section 5.16 of the General Information Document for the details of the corporate guarantee or letter of comfort issued by the Issuer. There are no changes to the information set out in Section 5.16 of the General Information Document.

6.16 **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:**

- **in whole or part,**
- **at a premium or discount, or**
- **in pursuance of an option or not.**

Please refer Section 5.17 of the General Information Document for the details of any outstanding borrowings taken/ debt securities issued for consideration other than cash. There are no changes to the information set out in Section 5.17 of the General Information Document.

6.17 **Where the Issuer is a non-banking finance company or housing finance company, the required disclosures on Asset Liability Management (ALM) shall be provided for the latest audited financials:**

Please refer Annexure XII of this Key Information Document for the disclosures required in respect of Asset Liability Management (ALM).

6.18 **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 Section 5.19 of the General Information Document for 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 in the preceding three years and the current financial year. There are no changes to the information set out in Section 5.19 of the General Information Document.

6.19 **Any material event/ development or change having implications on the financials/credit quality (e.g. any material 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 Section 5.20 of the General Information Document for the details of the material event/development or change on the financials/credit quality (e.g. any material regulatory proceedings against the Issuer/promoters, tax litigations resulting in material liabilities, corporate restructuring event etc.). There are no changes to the information set out in Section 5.20 of the General Information Document.

6.20 **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:**

Please refer Section 5.21 of the General Information Document for the details of the 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 Key Information Document against the promoter of the Issuer. There are no changes to the information set out in Section 5.21 of the General Information Document.

6.21 **Details of default and non-payment of statutory dues for the preceding three financial years and current financial year:**

Please refer Section 5.22 of the General Information Document for the details of default and non-payment of statutory dues for the preceding three financial years and current financial year. There are no changes to the information set out in Section 5.22 of the General Information Document.

6.22 **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 Section 5.23 of the General Information Document for the details of the relevant pending litigation involving the issuer, promoter, director, subsidiaries, group companies or any other person. There are no changes to the information set out in Section 5.23 of the General Information Document.

6.23 **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 Section 5.24 of the General Information Document for the details of acts of material frauds committed against the issuer in the preceding three financial years and current financial year. There are no changes to the information set out in Section 5.24 of the General Information Document.

6.24 **Details of pending proceedings initiated against the issuer for economic offences, if any**

Please refer Section 5.25 of the General Information Document for the details of the pending proceedings initiated against the issuer for economic offences, if any. There are no changes to the information set out in Section 5.25 of the General Information Document.

6.25 **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 Section 5.26 of the General Information Document for the details of related party transactions in respect of the Financial Years ended March 31, 2024 and March 31, 2025. Please refer to Annexure XIV for the details of related party transactions in respect of the financial quarter ended on June 30, 2026.

6.26 **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
Not Applicable			

6.27 **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 Annexure XII of this Key Information Document.

6.28 **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.**

PARTICULARS	REFERENCING
Directors	Please refer Annexure VII in respect of the resolutions passed at the meeting 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, and as no auditor's report is being obtained in respect of this issue of Debentures, the Issuer believes that no specific consent from the auditor 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.
Solicitors /Advocates	Not applicable.
Legal Advisors	Not applicable.
Lead Manager/ Merchant Banker	The consent letter from Merchant Banker is provided in Annexure II of this Key Information Document.
Registrar	The consent letter from the Registrar is provided in Annexure II of this Key Information Document.
Lenders of the Issuer	As the Debentures will be issued by way of private placement to identified investors in accordance with the process prescribed by SEBI, and as no statements or confirmations from any lenders are being obtained in respect of this issue of Debentures, the Issuer believes that no specific consent from the lenders of the Issuer is required.
Experts	As the Debentures will be issued by way of private placement to identified investors in accordance with the process prescribed by SEBI, and as no statements or confirmations from any experts are being obtained in respect of this issue of Debentures, the Issuer believes that no specific consent from the lenders of the Issuer is required.

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

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

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

The Debenture Trustee of the proposed Debentures is Vardhman Trusteeship Private Limited. Vardhman Trusteeship Private Limited has given its written consent for its appointment as debenture trustee to the Issue and inclusion of its name in the form and context in which it appears in this Key Information Document and in all the subsequent periodical communications sent to the Debenture Holders.

The consent letter from Debenture Trustee is provided in Annexure II of this Key Information Document, and a copy of the Debenture Trustee Agreement is enclosed in Annexure III below.

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

Not Applicable.

6.31 **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 non-convertible securities which need to be made***: Please refer to the sub-sections named "*Day Count Basis (Actual/Actual)*" and "*Business Day Convention*" under Section 8.1 of this Key Information Document.

(b) ***Procedure and time schedule for allotment and issue of securities***: Please refer Section 9 of this Key Information Document.

(c) ***Cash flows emanating from the non-convertible securities shall be mentioned in the Key Information Document, by way of an illustration***: The cashflows emanating from the Debentures, by way of an illustration, are set out under Annexure IV (*Illustration of Bond Cashflows*) of this Key Information Document.

6.32 **Disclosures pertaining to wilful defaulter:**

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

(i) ***Name of the bank declaring as a wilful defaulter:*** N.A.

(ii) ***The year in which it was declared as a wilful defaulter:*** N.A.

(iii) ***Outstanding amount when declared as a wilful defaulter:*** N.A.

(iv) ***Name of the entity declared as a wilful defaulter:*** N.A.

(v) ***Steps taken, if any, for the removal from the list of wilful defaulters:*** N.A.

(vi) ***Other disclosures, as deemed fit by the issuer in order to enable investors to take informed decisions:*** N.A.

(vii) ***Any other disclosure as specified by the Board***: N.A.

(b) **The fact that the issuer or any of its promoters or directors is a wilful defaulter shall be disclosed prominently on the cover page with suitable cross-referencing to the pages**: N.A.

6.33 **Undertaking by the Issuer**: Please refer Section 7.

6.34 **Risk Factors**: Please refer Section 4.

6.35 **Attestation by Directors**: Please refer Section 7.

6.36 **Other details:**

(a) ***Creation of Debenture Redemption Reserve (DRR) / Capital Redemption Reserve (CRR) - relevant legislations and applicability***: Please refer Section 5.33(a) of the General Information Document for the details in respect of the creation of DRR.

(b) ***Issue / instrument specific regulations - relevant details (Companies Act, Reserve Bank of India guidelines etc.)***: The Issue of Debentures shall be in conformity with the applicable provisions of the Companies Act including the relevant notified rules

thereunder, the SEBI Debt Listing Regulations, the LODR Regulations, the Debenture Trustees Regulations, the SEBI Listed Debentures Circulars, and other RBI guidelines and SEBI guidelines applicable to issuance of non-convertible debentures by NBFCs on a private placement basis.

(c) ***Default in payment*****:** Please refer to the sub-section named "*Default Interest Rate*" and "*Additional Disclosures (Default in Payment)*" of Section 8.1 (*Summary Terms*) in respect of the additional interest in the event of a default in payment, and Section 8.2.7.2(a) in respect of the event of default in the event of a default in payment.

(d) ***Delay in listing*****:** Please refer the section named "*Listing (name of stock Exchange(s) where it will be listed and timeline for listing)*" of Section 8.1 (*Summary Terms*) in relation to the listing requirements in respect of the Debentures and section named "*Additional Disclosures (Delay in Listing)*" of Section 8.1 (*Summary Terms*) in respect of the default interest in the event of delay in listing.

(e) ***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) The Debentures shall be deemed to be allotted to the Debenture Holders on the Deemed Date of Allotment. All benefits relating to the Debentures are available to the Debenture Holders from the Deemed Date of Allotment.

(iii) 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").

(iv) 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, gross of withholding taxes, from the expiry of the Allotment Period.

(f) ***Issue details***: Please refer to Section 8 of this Key Information Document.

(g) ***Application process***: The application process for the Issue is as provided in Section 9 of this Key Information Document.

(h) ***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 in Annexure IX. Please refer Annexure IX for all disclosures required under the Companies (Prospectus and Allotment of Securities) Rules, 2014.

(i) ***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.

6.37 **Other matters and reports**:

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

(i) in the purchase of any business; or

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

the 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 -

(A) **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**

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

Not Applicable. The proceeds from the issue of Debentures will be utilised in accordance with the Purpose (as set out in Section 8.1 below).

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

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

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

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

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

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

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

Not Applicable. The proceeds from the issue of Debentures will be utilised in accordance with the Purpose (as set out in Section 8.1 below).

(c) **If:**

(i) the proceeds, or any part of the proceeds, of the issue of the debt securities 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 -

(ii) by reason of that acquisition or anything to be done in consequence thereof or in connection therewith, that body corporate shall become a subsidiary of the company, a report shall be made by a Chartered Accountant (who shall be named in the issue document) upon -

A. the profits or losses of the other body corporate for each of the three financial years immediately preceding the issue of the issue document; and
B. the assets and liabilities of the other body corporate as on the latest date to which its accounts were made up.

Not Applicable. The proceeds from the issue of Debentures will be utilised in accordance with the Purpose (as set out in Section 8.1 below).

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

(i) indicate how the profits or losses of the other body corporate dealt with by the report would, in respect of the shares to be acquired, have concerned members of the issuer 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

(ii) where the other body corporate has subsidiaries, deal with the profits or losses and the assets and liabilities of the body corporate and its subsidiaries in the manner as provided in Section 6.37(c)(ii) above.

Not applicable.

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

Please refer Section 5.34(e) of 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 are as follows.**

Please refer Section 5.34(f) of the General Information Document. There are no changes to the information set out in Section 5.34(f) of the General Information Document.

(g) **The matters relating to: (i) Material contracts; (ii) 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 following contracts, not being contracts entered into in the ordinary course of business carried on by the Issuer or entered into more than 2 (two) years before the date

of this Key Information Document which are or may be deemed material have been entered into by the Issuer.

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

S. NO.	NATURE OF CONTRACT
1.	Certified true copy of the memorandum of association, the articles of association, and the certificate of incorporation of the Issuer.
2.	Resolution dated March 28, 2026 of the board of directors of the Issuer and the resolution dated July 21, 2026 of the Finance Committee of the Issuer.
3.	Resolution dated July 2, 2026 of the shareholders of the Issuer under Section 180(1)(a) of the Companies Act.
4.	Resolution dated July 2, 2026 of the shareholders of the Issuer under Section 180(1)(c) of the Companies Act.
5.	Annual reports of the Issuer for the last 3 (three) Financial Years.
6.	Credit rating letter, the rating rationale and the press release from the Rating Agency.
7.	Letter from SKI Capital Services Limited dated July 17, 2026, giving its consent to act as Merchant Banker.
8.	Letter from Vardhman Trusteeship Private Limited dated July 17, 2026, giving its consent to act as Debenture Trustee.
9.	Letter from Skyline Financial Services Private Limited dated July 20, 2026, giving its consent to act as Registrar and Transfer Agent.
10.	The tripartite agreement(s) executed between the Issuer, the Registrar and the relevant Depositories.
11.	The in-principle approval received from the BSE in respect of the General Information Document.
12.	The due diligence certificate(s) issued by the Debenture Trustee pursuant to the SEBI Debenture Trustees Master Circular and the other SEBI Listed Debentures Circulars.
13.	The Transaction Documents (including the Debt Disclosure Documents).

(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.**

Please refer Section 5.34(h) of the General Information Document for the page numbers of the audit reports for the Financial Years ended March 31, 2025, and March 31, 2024 which set out the details of the related party transactions entered into by the Issuer. Further, please refer page 40 of the audit report for the Financial Year ended March 31, 2026 for the details of the related party transactions entered into by the Issuer.

(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.**

Nil

(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.

Pursuant to its order dated 15.12.2025, BSE has imposed a penalty of Rs 2.47 lakhs for failure to appoint a woman director. The Issuer has paid the amount and made an application for waiver of penalty, which has been approved by BSE.

Other than the above, there is no 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), or fines imposed or offences compounded, in the three years immediately preceding the year of issue of issue document in respect of the issuer. The issuer has no subsidiaries as on the date of this Key Information Document.

(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**

Please refer Section 5.34(k) of the General Information Document for the details of acts of material frauds committed against the issuer in the preceding Financial Years ended March 31, 2023, March 31, 2024 and March 31, 2025 and as of the date of the General Information Document. There are no changes to the information set out in Section 5.34(k) of the General Information Document for the Financial Year ended on March 31, 2026 and the current Financial Year.

6.38 **Summary Terms**: Please refer Section 8.1 (*Summary Terms*).

6.39 **Details of the issue-wise green shoe option exercised vis-a-vis the base issue size and green shoe portion in issues undertaken in the previous financial year**

(i) The details of the issuances undertaken by the Issuer in the Financial Year 2025-26 which contemplated a green shoe option are as follows:

S. NO.	ISIN	DATE OF ISSUANCE	TOTAL ISSUE SIZE	BASE ISSUE SIZE	GREEN SHOE OPTION EXERCISED
1.	INE926R07019	February 24, 2026	INR 75,00,00,000	INR 20,00,00,000	INR 55,00,00,000
2.	INE926R07019	March 18, 2026	INR 30,00,00,000	INR 25,00,00,000	INR 5,00,00,000

(ii) The details of the issuances undertaken by the Issuer in the current Financial Year which contemplated a green shoe option are as follows:

S. NO.	ISIN	DATE OF ISSUANCE	TOTAL ISSUE SIZE	BASE ISSUE SIZE	GREEN SHOE OPTION EXERCISED
1.	INE926R07027	April 23, 2026	INR 60,00,00,000	INR 20,00,00,000	INR 37,90,00,000
2.	INE926R07027	May 12, 2026	INR 35,00,00,000	INR 15,00,00,000	INR 20,00,00,000
3.	INE926R07035	May 20, 2026	INR 45,00,00,000	INR 15,00,00,000	INR 30,00,00,000
4.	INE926R07035	May 29, 2026	INR 20,00,00,000	INR 10,00,00,000	INR 10,00,00,000

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.

(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:

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:

VIJAY KUMAR SINGH
Digitally signed by VIJAY KUMAR SINGH
Date: 2026.07.28 13:50:21 +05'30'

Name: Mr. Vijay Kumar Singh
Designation: Chief Financial Officer
Date: July 23, 2026
Place: New Delhi, India

On behalf of the Issuer:

RITU TOMAR
Digitally signed by RITU TOMAR
Date: 2026.07.28 13:50:46 +05'30'

Name: Ms. Ritu Tomar
Designation: Company Secretary / Compliance Officer
Date: July 23, 2026
Place: New Delhi, India

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.	12.00% UCIL January 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)	(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**"). (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. (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. (d) The Issuer shall comply with all covenants, undertakings and requirements set out in Section 8.2.7 (*Listing and Monitoring Requirements*)
Rating of the Instrument	"IND BBB-/Stable" by India Ratings and Research Private Limited.
Issue Size	Up to INR 50,00,00,000 (Indian Rupees Fifty Crore) including a green shoe option of up to INR 25,00,00,000 (Indian Rupees Twenty Five Crore). 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 25,000 (twenty five 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 25,00,00,000 (Indian Rupees Twenty Five Crore) ("**Green Shoe Option**"). It is hereby clarified that the base issue size for the present issuance of Debentures is 25,000 (twenty five 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 25,00,00,000 (Indian Rupees Twenty Five Crore).

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.
Option to retain oversubscription (Amount)	Not Applicable. 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 25,000 (twenty five 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 25,00,00,000 (Indian Rupees Twenty Five Crore).
Objects of the Issue / Purpose for which there is requirement of funds	(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**"). The amount equivalent to 100% of the funds raised by the Issue will be utilized towards the Purpose. (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: (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). 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.
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:	The proceeds of the Issue will not be utilised for providing loans to any group company.
Details of the utilization of the Proceeds	(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. The amount equivalent to 100% of the funds raised by the Issue will be utilized towards the Purpose. (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: (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). 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.
Coupon/Dividend Rate	12% (twelve percent) per annum (fixed), payable monthly on the Interest Payment Dates as specified in **Annexure IV** below. ***Interest on Debentures*** Subject to the sub-section named "*Step Up*" below, the interest on the Debentures, and shall be payable by the Issuer to the Debenture Holders on the Interest Payment Dates. The interest payment schedule is set out in **Annexure IV**.
Step Up	(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 sub-

	paragraph (a) shall not require any notice, intimation or action on behalf of the Debenture Trustee or the Debenture Holders. (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% (three percent) per annum 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. 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 interest shall be payable at the Interest Rate from the date that the rating of the Debentures and/or the Issuer is restored. (c) 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.
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	(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. (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.

	(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.
Default Interest Rate	(a)	Subject to Section 8.2.7.1 (*Consequences and Remedies of an Event of Default*), 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. (b) Subject to Section 8.2.7.1 (*Consequences and Remedies of an Event of Default*), 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 (*Financial Covenants*)) and or the occurrence of any other Event of Default, the Issuer agrees to pay additional interest rate of 4% (four percent) per 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. (c) In the event there is any delay in providing any of the information set out in Section 8.2.3 (*Reporting Covenants*) beyond the relevant timelines set out in respect of such item/information in Section 8.2.3 (*Reporting Covenants*), 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 (*Reporting Covenants*). (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) (*Delay in Execution of Transaction Documents*). 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) (*Delay in Execution of Transaction Documents*). 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.
Tenor	18 (eighteen) months from the Deemed Date of Allotment.	
Redemption Date	January 28, 2028	
Redemption Amount	INR 10,000 (Indian Rupees Ten Thousand) per Debenture. However, please also refer the sub-section named "*Put Date*".	
Redemption Premium/Discount	Not Applicable. However, please also refer the sub-section named "*Put Date*".	
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	(a)	Any Debenture Holder or a group of Debenture Holders (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 "*Put Date*". Any Debentures that are the subject matter of any Put Option pursuant to this sub-paragraph (a) shall be redeemed at 97% (ninety seven percent) of the face value of such Debenture. (b) For the purposes of exercising the Put Option on any Put Option Termination Date: (i) the Debenture Trustee shall, at least 21 (twenty one) days prior to the commencement of each Put Option Notification Period, notify to the Debenture Holders informing them of the Put Option available to the Debenture Holders in accordance with this sub-section named "*Put Date*", and requesting them to provide their intention to exercise/not exercise the Put Option (ii) the Exercising Debenture Holders shall inform the Debenture Trustee of their intention to exercise the Put Option, following which the Debenture Trustee shall promptly, and in any case with 2 (two) Business Days, provide a notice to all other Debenture Holders of the proposed exercise of the Put Option. 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; 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. 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; (iii) the Debenture Trustee shall, subject to the requirements of the Debt Listing Regulations, provide a notice to the Issuer in writing within the relevant Put Option Notification Period informing the Issuer of the intention of the Exercising Debenture Holders to the exercise the Put Option ("**Put Option Exercise Notification**") on the relevant Put Option Termination Date; and (iv) following the providing of the Put Option Exercise Notification, the Issuer shall, subject to the requirements of the Debt Listing Regulations, redeem only the Debentures held by the Exercising Debenture Holders, at 97% (ninety seven percent) of the face value per Debenture, by making payment of: (A) the Outstanding Principal Amounts determined on the basis of a redemption value of 97% (ninety seven

	percent) of the face value per Debenture; and (B) all other Outstanding Amounts in respect of the Debentures held by the Exercising Debenture Holders, to the Exercising Debenture Holders the relevant Put Option Termination Date. (c) The Put Option Payment Notification shall be irrevocable.
Put Price	Please refer sub-section named "*Put Date*" 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 "*Put Date*" 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	July 27, 2026
2. Issue Closing Date	July 27, 2026
3. Date of earliest closing of the issue, if any.	N.A.
4. Pay-in Date	July 28, 2026
5. Deemed Date of Allotment	July 28, 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	means the date which will be used for determining the Debenture Holders who shall be entitled to receive the amounts due on any Due Date, which shall be the date falling 15 (fifteen) calendar days prior to any 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 (*Terms of the Transaction Documents*) 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 (*Summary Terms*).
Description regarding Security (where applicable) including type of security	**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

(movable/immovable/tangible etc.), type of charge (pledge/ hypothecation/ mortgage etc.), date of creation of security/ likely date of creation of security, minimum security cover, revaluation, replacement of security, interest to the debenture holder over and above the coupon rate as specified in the Trust Deed and disclosed in the Key Information Document	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 ((i) and (ii) are collectively referred to as the "**Transaction Security**"). (b) The value of the Hypothecated Assets shall, at all times until the Final Settlement Date, be (i) at least 1.15 (one decimal one five) 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 1.15 (one decimal one five) times the value of the Outstanding Amounts (the "**Security Cover**"). (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. (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 by no later than (i) 30 (thirty) days from the date of execution of the unattested deed of hypothecation, and (ii) 10 (ten) days from each creation of a charge by way of hypothecation (as the case may be). (e) The Issuer hereby further agrees, declares and covenants with the Debenture Trustee as follows: (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; (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; (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; (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; (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; (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 set out in the transaction documents; (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; (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 (ix) the Hypothecated Assets shall fulfil the eligibility criteria set out in the transaction documents. **SPECIFIC DISCLOSURES** (a) **Type of security**: Identified book debts/loan receivables of the Issuer. (b) **Type of charge**: Hypothecation. (c) **Date of creation of security/ likely date of creation of security**: On or prior to the Deemed Date of Allotment. (d) **Minimum security cover**: The value of the Hypothecated Assets shall, at all times until the Final Settlement Date, be at least (i) 1.15 (one decimal one five) 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 1.15 (one decimal one five) times the value of the Outstanding Amounts. (e) **Revaluation**: N.A. (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. (g) **Interest over and above the coupon rate**: (i) In the event of any delay in the creation or perfection of the security interest in terms of the transaction documents, the Issuer agrees to pay additional interest at the rate of 4% (four percent) per annum on the Outstanding Principal Amounts in addition to the Interest Rate in accordance with Section 8.2.4(n) (*Delay in Execution of Transaction Documents*) (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: (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 (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).
Transaction Documents	means: (a) the DTD; (b) the Debenture Trustee Agreement; (c) the Deed of Hypothecation; (d) the Debt Disclosure Documents; (f) the letters issued by, and each memorandum of understanding/agreement entered into with, the Rating Agency, the Debenture Trustee and/or the Registrar; (g) each tripartite agreement between the Issuer, the Registrar and the relevant Depository; (h) the Resolutions; and (i) any other document that may be designated as a Transaction Document by the Debenture Trustee or the Debenture Holders.
Conditions precedent to Disbursement	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: **CONSTITUTIONAL DOCUMENTS AND AUTHORISATIONS** (a) a copy of the Constitutional Documents certified as correct, complete

	and in full force and effect by an appropriate officer of the Issuer; (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 ROC in accordance with the Companies Act; (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; (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; (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; **TRANSACTION DOCUMENTS** (f) execution, delivery and stamping of the transaction documents (including the Debt Disclosure Documents) in a form and manner satisfactory to the Debenture Trustee; **INTERMEDIARY DOCUMENTS** (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)"; (h) a copy of the consent from the Debenture Trustee to act as the debenture trustee for the Issue; (i) a copy of the consent from SKI Capital Services Limited to act as the merchant banker for the Issue; (j) a copy of the consent of the Registrar to act as the registrar and transfer agent for the Issue; (k) a copy of the tripartite agreement(s) executed between the Issuer, the Registrar and the relevant Depository;

	CERTIFICATES AND OTHERS (l) the audited financial statements of the Issuer for the Financial Year ended March 31, 2026and, 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; (m) evidence that all 'know your customer' requirements to the satisfaction of the Debenture Trustee/the Applicants has been provided; (n) a certificate from an authorised officer of the Issuer addressed to the Debenture Trustee confirming as on the Deemed Date of Allotment/the date of the certificate, *inter alia*: (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; (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; (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; (iv) no consents and approvals are required by the Issuer from any Governmental Authority for the issuance of the Debentures and creation of security under the transaction documents; (v) the representations and warranties contained in the transaction documents are true and correct in all respects; (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; (vii) no Event of Default has occurred or is subsisting; (viii) no Material Adverse Effect has occurred; and (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; (o) (to the extent applicable) copies of any consents and approvals required by the Issuer from its creditors or any other person for the issuance of

	the Debentures and creation of security under the transaction documents OR a certificate from an authorised officer of the Issuer confirming that no consents and approvals are required by the Issuer from its creditors or any other person for the issuance of the Debentures and creation of security under the transaction documents; (p) 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; (q) copies of the due diligence certificates from the Debenture Trustee in accordance with Chapter II (*Due Diligence by Debenture Trustees*) of the SEBI Debenture Trustees Master Circular and the SEBI NCS Regulations; (r) 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 "*Reduction in denomination of debt securities and non-convertible redeemable preference shares*" read with SEBI circular no. HO/17/11/24(1)2025-DDHS-POD1/I/491/2025 dated December 18, 2025 on "*Modification in the conditions specified for reduction in denomination of debt securities*"; (s) 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 (*Security and Covenant Monitoring System*) of the SEBI Debenture Trustees Master Circular, including on the "*Distributed Ledger Technology" (DLT) system*"; (t) 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; (u) 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 (v) such other information, documents, certificates, opinions, undertakings, and instruments as the Debenture Holders/Debenture Trustee may reasonably request.
Conditions Subsequent to Disbursement	The Issuer shall fulfil the following conditions subsequent, to the satisfaction of the Debenture Trustee: (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; (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 the timelines prescribed under SEBI Listing Timelines Requirements; (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; (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; (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 from the date of creation of the Transaction Security; (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); (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; (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 (*Due Diligence by Debenture Trustees*) of the SEBI Debenture Trustees Master Circular and the SEBI NCS Regulations, as may be required for obtaining the listing of the Debentures; (i) within 30 (thirty) calendar days from the Deemed Date of Allotment, the Issuer shall provide a certificate from an independent chartered accountant addressed to the Debenture Trustee confirming the utilisation of funds raised through the issue of Debentures for the Purpose; (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;

	(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; (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.
Event of Default (including manner of voting /conditions of joining Inter Creditor Agreement)	Please refer Section 8.2.7 below.
Creation of recovery expense fund	(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. (b) The Issuer shall, promptly, provide the details of the Recovery Expense Fund to the Debenture Trustee.
Conditions for breach of covenants (as specified in Debenture Trust Deed)	Please refer sections named "*Default Interest Rate*" above and Section 8.2.7 below.
Provisions related to Cross Default	The below is an Event of Default. (a) The Issuer: (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 (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 (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.
Roles and Responsibilities of the Debenture Trustee	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: (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, valuer, surveyor, broker, auctioneer, qualified accountant or other expert its attorney, representative or receiver; (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; (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; (d) the Debenture Trustee shall not be responsible for the amounts paid by the Applicants for the Debentures; (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; (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; (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;

	(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; (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; (j) without prejudice to anything contained in this sub-section named "*Roles and Responsibilities of the Debenture Trustee*", the Debenture Trustee shall oversee and monitor the transaction contemplated in the transaction documents for and on behalf of the Debenture Holders; (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. PROVIDED THAT nothing contained in this sub-section named "*Roles and Responsibilities of the Debenture Trustee*" 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.
Risk factors pertaining to the issue	Please refer Section 4 (*Risk Factors*).
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	(a) Interest and all other charges shall accrue based on an actual/actual basis. (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. (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. (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 "*Early Redemption*" and/or "*Premature Redemption*" and/or "*Optionally Accelerated Redemption Option*" and/or "*Put Option*" 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.
Early Redemption	(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 "*Early Redemption*". (b) For the purposes of making any early redemption pursuant to this sub-section named "*Early Redemption*": (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 Regulations ("**Early Redemption Confirmation**"); (ii) the Issuer shall make payment of all the Outstanding Amounts within a period of 30 (thirty) calendar days from providing of an Early Redemption Confirmation in accordance with the Debt Listing Regulations, to such accounts as may be prescribed by the Debenture Trustee or the relevant Debenture Holders; and (iii) the Issuer will comply with such other conditions as may be prescribed by the Debenture Trustee/Debenture Holders. (c) It is clarified that no prepayment penalty or prepayment premium will be applicable to any redemption in accordance with this sub-section named "*Early Redemption*".
Premature Redemption	(a) On the occurrence of the Specified Event, the Debenture Trustee (acting on the instructions of any Debenture Holder) shall have the option (but not the obligation) to require the Issuer to, subject to Applicable Law, redeem the Debentures held by the relevant Debenture Holder and repay all Outstanding Amounts in respect thereof, in accordance with this sub-section named "*Premature Redemption*". (b) For the purposes of making any premature redemption pursuant to this sub-section named "*Premature Redemption*": (i) where any Debenture Holder requires the redemption of all the Debentures held by such Debenture Holder, such Debenture Holder shall inform the Debenture Trustee and the Debenture Trustee shall notify/confirm to the Issuer in writing of the relevant Debenture Holder's intention to exercise the premature redemption option in accordance with this sub-paragraph (b) ("**Premature Redemption Confirmation**"); (ii) the Debenture Trustee shall, subject to the requirements of the Debt Listing Regulations, provide a notice of 15 (fifteen) days commencing from the date of the Premature Redemption Confirmation, requiring the Issuer to prepay the Debentures held by the Debenture Holder which requires the premature redemption and all other Outstanding Amounts thereof; (iii) the Issuer shall, subject to the requirements of the Debt Listing Regulations, make payment of all the Outstanding Amounts in respect of the Debentures held by the Debenture Holder, to such accounts as may be prescribed by the Debenture Trustee

	or the relevant Debenture Holder; and (iv) the Issuer will comply with such other conditions as may be prescribed by the Debenture Trustee/Debenture Holders. (c) It is clarified that no prepayment penalty or prepayment premium will be applicable to any redemption in accordance with this sub-section named "*Premature Redemption*".
Optionally Accelerated Redemption	(a) If any Optionally Accelerated Redemption Event occurs, the Debenture Trustee (acting on the instructions of any Debenture Holder) shall have the option (but not the obligation) to require the Issuer to, subject to Applicable Law, redeem the Debentures held by the relevant Debenture Holder and repay all Outstanding Amounts in respect thereof, in accordance with this sub-section named "*Optionally Accelerated Redemption Option*". (b) For the purposes of making any optionally accelerated redemption option pursuant to this sub-section named "*Optionally Accelerated Redemption Option*": (i) where any Debenture Holder requires the redemption of the Debentures held by such Debenture Holder, such Debenture Holder shall inform the Debenture Trustee, and the Debenture Trustee (acting on the instructions of the relevant Debenture Holders) shall notify/confirm to the Issuer in writing of the intention of such Debenture Holder to exercise the optionally accelerated redemption option in accordance with this sub-section named "*Optionally Accelerated Redemption*" in accordance with the Debt Listing Regulations ("**Optionally Accelerated Redemption Notification**"); (ii) the Issuer shall make payment of all the Outstanding Amounts to such accounts as may be prescribed by the Debenture Trustee or the relevant Debenture Holders within the time period set out in the Optionally Accelerated Redemption Notification in accordance with the Debt Listing Regulations; and (iii) the Issuer will comply with such other conditions as may be prescribed by the Debenture Trustee and/or the Majority Debenture Holders. (c) No prepayment penalty or prepayment premium will be applicable to any redemption in accordance with this sub-section named "*Optionally Accelerated Redemption*".
Additional Disclosures (Security Creation)	In the event of any delay in the creation or perfection of the security interest in terms of the Deed of Hypothecation and in compliance with the provisions of SEBI NCS Regulations, the Issuer agrees to pay additional interest at the rate of 4% (four percent) per annum on the Outstanding Principal Amounts in addition to the Interest Rate in accordance with Section 8.2.4(n) (*Delay in Execution of Transaction Documents*).
Additional Disclosures (Default in Payment)	Subject to Section 8.2.7.1 (*Consequences and Remedies of an Event of Default*), 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.

Additional Disclosures (Delay in Listing)	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.
Declaration required by BSE Limited	(a) This Issue of Debentures does not form part of non-equity regulatory capital mentioned under Chapter V of the Debt Listing Regulations and Chapter XIII (*Issuance, listing and trading non-equity regulatory capital*) of the Listed NCDs Master Circular. (b) The face value of each debt security/Debenture issued on private placement basis under this Issue is INR 10,000 (Indian Rupees Ten Thousand).
Multiple issuances under the same ISIN	Subject to Applicable Law, the Issuer reserves the right to make multiple issuances under the same International Securities Identification Number ("**ISIN**") with reference to Chapter VIII (*Specifications related to ISIN for debt securities*) of the Listed NCDs Master Circular. 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 in line with Chapter VIII (*Specifications related to ISIN for debt securities*) of the Listed NCDs Master Circular.
Right to repurchase the Debentures	(a) The Issuer, subject to the Applicable Law, shall have the option from time to time to repurchase a part or all of the Debentures from the secondary market or otherwise, upon obtaining prior mutual consent from the Debenture Holders, at any time prior to the Final Settlement Date. (b) In the event any or all of the Debentures are repurchased, or redeemed under any circumstances whatsoever, the Issuer shall have, and shall be deemed to have had, subject to Applicable Law, the power to re-issue the Debentures either by re-issuing the same Debentures or by issuing other non-convertible debentures in their place. (c) In respect of any repurchased/redeemed Debenture, the Issuer shall have the power to (either for a part or all of the Debenture) cancel, keep alive, appoint nominee(s) to hold or reissue at such price and on such terms and conditions as it may deem fit and as is permitted under Applicable Law.

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 events which lead to such change should be disclosed.
b. The list of documents which has been executed in connection with the issue and subscription of debt securities shall be annexed.
c. While the debt securities are secured to the extent of one hundred and fifteen percent of the amount of principal and interest or as per the terms of issue document, in favour of debenture trustee, it is the duty of the debenture trustee to monitor that the security is maintained.
d. The issuer shall provide granular disclosures in their Key Information 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".

8.2 TERMS OF THE TRANSACTION DOCUMENTS

8.2.1. Representations and Warranties of the Issuer

The Issuer makes the representations and warranties set out in this Section 8.2.1 (*Representations*

and Warranties of the Issuer) to the Debenture Trustee for the benefit of the Debenture Holders as on the Effective Date, which representations shall be deemed to be repeated on each day until the Final Settlement Date.

(a) ***Status***

(i) It is a company, duly incorporated, registered and validly existing under Applicable Law.

(ii) It is a non-banking financial company registered with the RBI.

(iii) It has the power to own its Assets and carry on its business as it is being conducted.

(b) ***Binding obligations***

The obligations expressed to be assumed by it under the transaction documents are legal, valid, binding and enforceable obligations.

(c) ***Non-conflict with other obligations***

The entry into and performance by it of, and the transactions contemplated by the transaction documents do not and will not conflict with:

(i) any Applicable Law;

(ii) the Constitutional Documents; or

(iii) any agreement or instrument binding upon it or any of its Assets, including but not limited to any terms and conditions of the existing Financial Indebtedness of the Issuer.

(d) ***Power and authority***

It has the power to enter into, perform and deliver, and has taken all necessary action to authorize its entry into, performance and delivery of, the transaction documents to which it is a party and the transactions contemplated by such transaction documents.

(e) ***Validity and admissibility in evidence***

All approvals, authorizations, consents, permits (third party, statutory or otherwise) required:

(i) to enable it to lawfully enter into, exercise its rights and comply with its obligations under the transaction documents to which it is a party;

(ii) to make the transaction documents to which it is a party admissible in evidence in its jurisdiction of incorporation; and

(iii) for it to carry on its business, and which are material, have been obtained or effected and are in full force and effect.

(f) ***No default***

(i) No Event of Default or Potential Event of Default has occurred and is continuing or would reasonably be expected to result from the execution or performance of any transaction documents or the issuance of the Debentures.

(ii) No other event or circumstance is outstanding which constitutes (or which would, with the lapse of time, the giving of notice, the making of any determination under the relevant document or any combination of the foregoing, constitute) a default or termination event (however described) under any other agreement or instrument which is binding on the Issuer or any of its Assets or which might have a Material Adverse Effect.

(g) ***Ranking***

The payment obligations of the Issuer under the transaction documents rank at least *pari passu* with the claims of all of its other senior secured creditors, except for obligations mandatorily preferred by Applicable Law applying to companies generally.

(h) ***No proceedings pending***

As of the Effective Date, there is no pending or threatened litigation, investigation or proceeding that may have a material adverse effect on the business condition (financial or otherwise), operations, performance or prospects of the Issuer or that purports to affect the Debentures.

(i) ***No misleading information***

All information provided by the Issuer to the Debenture Trustee/Debenture Holders is true and accurate in all material respects as at the date it was provided or as at the date (if any) at which it is stated and is not misleading due to omission of material fact or otherwise.

(j) ***Compliance***

(i) The Issuer has complied with Applicable Law (including but not limited to taxation related laws for the Issuer to carry on its business, all directions issued by the RBI to non-banking financial companies and the SEBI Listed Debentures Circulars).

(ii) There has not been and there is no investigation or enquiry by, or order, decree, decision or judgment of any Governmental Authority issued or outstanding or to the best of the Issuer's knowledge (after making due and careful enquiry), anticipated against the Issuer which would have a Material Adverse Effect.

(iii) No notice or other communication from any Governmental Authority has been issued or is outstanding or anticipated with respect to an alleged, actual or potential violation and/or failure to comply with any such Applicable Law or requiring them to take or omit any action.

(iv) The Issuer shall complete all necessary formalities including all filings with the relevant regulatory authorities, including but not limited to the SEBI, the BSE, CERSAI and the ROC and obtain all consents and approvals required for the completion of the Issue.

(k) ***Assets***

Except for the security interests and encumbrances created and recorded with the ROC, the Issuer has, free from any security interest or encumbrance, the absolute legal and beneficial title to, or valid leases or licenses of, or is otherwise entitled to use (in each case, where relevant, on arm's length terms), all material Assets necessary for the conduct of its business as it is being, and is proposed to be, conducted.

(l) ***Financial statements***

(i) Its audited financial statements most recently provided to the Debenture Trustee are complete and accurate, and were prepared in accordance with Applicable Accounting Standards consistently applied save to the extent expressly disclosed in such financial statements.

(ii) Its audited financial statements most recently provided to the Debenture Trustee, give a true and fair view and represent its financial condition and operations during the Financial Year save to the extent expressly disclosed in such financial statements.

(m) ***Solvency***

(i) The Issuer is able to, and has not admitted its inability to, pay its debts as they mature and has not suspended making payment on any of its debts and it has not been deemed by a court to be unable to pay its debts for the purposes of Applicable Law, nor will it become unable to pay its debts for the purposes of Applicable Law as a consequence of entering into any transaction document.

(ii) The Issuer, by reason of actual or anticipated financial difficulties, has not commenced, and does not intend to commence, negotiations with one or more of its creditors with a view to rescheduling its Financial Indebtedness.

(iii) The value of the Assets of the Issuer is more than its liabilities and it has sufficient capital to carry on its business.

(iv) The Issuer has not taken any corporate action nor has it taken any legal proceedings or other procedure or steps in relation to any bankruptcy proceedings.

(v) No insolvency or bankruptcy process has commenced under Applicable Law in respect of the Issuer (including pursuant to the (Indian) Insolvency and Bankruptcy Code, 2016, the Insolvency and Bankruptcy (Insolvency and Liquidation Proceedings of Financial Service Providers and Application to Adjudicating Authority) Rules, 2019, and any other rules and regulations made thereunder from time to time).

(vi) No reference has been made, or enquiry or proceedings commenced, in respect of the Issuer, 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 Stressed Assets Directions).

(n) ***Hypothecated Assets***

(i) The Hypothecated Assets are the sole and absolute property of the Issuer and are free from any other mortgage, charge or encumbrance and are not subject to any *lis pendens*, attachment, or other order or process issued by any Governmental Authority in compliance with Regulation 48 (2) of the SEBI NCS Regulations.

(ii) All consents and approvals required (if any) by the Issuer from its creditors or any Governmental Authority or any other person in relation to the creation of security over the Hypothecated Assets have been obtained.

(iii) The transaction documents executed or to be executed constitute legal, valid and enforceable security interest in favour of the Debenture Trustee and for the benefit of the Debenture Holders on all the Hypothecated Assets and all necessary and appropriate consents for the creation, effectiveness, priority and

enforcement of such security have been obtained.

(iv) The Hypothecated Assets have been originated in the normal course of business, and are in conformity to the normal credit criteria adopted by the Issuer at the time of its sanction, and are in compliance with the eligibility criteria prescribed in the transaction documents.

(v) No event of default, howsoever defined therein, has occurred in respect to any of the terms of the underlying loan agreements in respect of the Client Loans comprising the Hypothecated Assets.

(vi) None of the underlying borrowers in respect of the Client Loans comprising the Hypothecated Assets have disputed any amounts due under the underlying loan agreements in respect of such Client Loans.

(o) ***Material Adverse Effect***

(i) No fact or circumstance, condition, proceeding or occurrence exists that has a Material Adverse Effect.

(ii) No Material Adverse Effect has occurred or would reasonably be expected to result from the execution or performance of any transaction documents or the issuance of the Debentures

(p) ***Illegality***

It is not unlawful or illegal for the Issuer to perform any of its obligations under the transaction documents.

(q) ***No filings or stamp taxes***

There are no stamp duties, registration, filings, recordings or notarizations before or with any Governmental Authority required to be carried out in India in relation to the execution and delivery of the transaction documents by the Issuer other than the:

(i) stamping of the transaction documents (on or prior to execution in New Delhi, India) in accordance with the Indian Stamp Act, 1899 (as applicable to New Delhi, India);

(ii) payment of the stamp duty in respect of the Debentures;

(iii) filing of the return of allotment of securities under Form PAS-3 of the Companies (Prospectus and Allotment of Securities) Rules, 2014 with the ROC;

(iv) filing of the Debt Disclosure Documents (as applicable) with the relevant stock exchanges;

(v) filing of Form CHG 9 with the ROC within the time period set out in the transaction documents; and

(vi) filing of Form I with CERSAI within the time period set out in the transaction documents.

(r) ***Others***

(i) The Issuer is aware and acknowledges that the Debenture Trustee has entered into the transaction documents and the Debenture Holders have

subscribed/agreed to subscribe to the Debentures on the basis of and relying upon the representations, warranties, statements, covenants, agreements and undertakings on the part of the Issuer contained in the transaction documents, and that the Debenture Trustee would not have done so in the absence of such representations, warranties, statements, covenants, agreements and undertakings by the Issuer; and

(ii) The Issuer acknowledges and agrees that the Debenture Holders have the right to sell, transfer or assign the Debentures to any party as it may deem fit in accordance with the terms of the transaction documents and Applicable Law.

8.2.2. **Financial Covenants**

(a) The Issuer shall, commencing from the Effective Date until the Final Settlement Date:

(i) maintain a Capital Adequacy Ratio of above 22% (twenty two percent) or such other higher threshold as may be prescribed by the RBI from time to time;

(ii) maintain a ratio of A:B of not more than 5% (five percent), where A is the Gross NPA of the Issuer, and B is the Gross Loan Portfolio of the Issuer, multiplied by 100, and followed by the "%" symbol;

(iii) maintain a ratio of A:B of not more than 15% (fifteen percent), where A is the aggregate of the Issuer's PAR>90, and B is the Tangible Net Worth of the Issuer, multiplied by 100, and followed by the "%" symbol;

(iv) maintain a ratio of A:B of not more than 2% (two percent), where A is the Net NPA of the Issuer, and B is the Gross Loan Portfolio of the Issuer, multiplied by 100, and followed by the "%" symbol;

(v) maintain a ratio of A:B of not more than 3 (three) times, where A is the Total Debt of the Issuer (including on books), and B is the Tangible Net Worth of the Issuer;

(vi) maintain a ratio of A:B of not more than 4.5 (four decimal five) times, where A is the Total Debt of the Issuer (including on books and off books), and B is the Tangible Net Worth of the Issuer;

(vii) ensure that the write-offs (on-book) for any quarter, expressed as a percentage of the Issuer's Assets Under Management for such quarter, do not exceed 20% (twenty percent) of the Issuer's on-book Assets Under Management for the immediately preceding quarter (or the trailing quarter, as applicable);

(viii) maintain the Assets Under Management of at least INR 300,00,00,000 (Indian Rupees Three Hundred Crore);

(ix) maintain the Tangible Net Worth of at least INR 100,00,00,000 (Indian Rupees One Hundred Crore);

(x) maintain a ratio of A:B of at least 5% (five percent), where A is the unencumbered Cash/Cash Equivalents, and B is the Issuer's on-book Assets Under Management, multiplied by 100, and followed by the "%" symbol;

(xi) maintain a minimum rating of at least "BBB-" with either ICRA Limited or CRISIL Ratings Limited or India Ratings and Research Private Limited or CARE Ratings Limited in respect of the Debentures;

(xii) ensure that the cumulative mismatch/difference in the asset-liability management statement in all time buckets, after factoring in all liabilities of the Issuer, including those arising from put options, interest reset options without a benchmark, without a floor and without a cap, or similar features (determined in accordance with the NBFC Directions) is positive. Undrawn sanction and drawable lines (if any) will be excluded for the purpose of the calculation of the financial covenant under this sub-paragraph (xii);

(xiii) ensure that the profit after tax (PAT) of the Issuer, as determined in accordance with Applicable Accounting Standards, is not negative for the trailing 2 (two) consecutive quarters put together; and

(xiv) comply with such other financial covenants as may be agreed between the Issuer and the Debenture Holders from time to time.

(b) The financial covenants set out in this Section 8.2.2 (*Financial Covenants*) shall be tested on the Effective Date, and thereafter on a quarterly basis on the Quarterly Dates, until the Final Settlement Date, on the basis of the standalone financial statements of the Issuer. The financial covenants set out in this Section 8.2.2 (*Financial Covenants*) shall be certified within the time periods prescribed under and in accordance with Section 8.2.3 below.

(c) The Debenture Trustee may approve any application for consent/waiver in respect of any of the financial covenants set out under this Section 8.2.2 (*Financial Covenants*), in accordance with the terms of the transaction documents and Applicable Law.

8.2.3. **Reporting Covenants**

The Issuer shall provide or cause to be provided to the Debenture Trustee, in form and substance reasonably satisfactory to the Debenture Trustee, each of the following items:

(a) as soon as available, and in any event within 75 (seventy five) calendar days (or such further time period as may be set out below) after the end of each Financial Year of the Issuer:

(i) within 90 (ninety) calendar days after the end of each Financial Year, certified copies of its audited standalone and consolidated (if any) financial statements for its most recently completed Financial Year, prepared in accordance with Applicable Accounting Standards including its balance sheet, income statement and statement of cash flow. A copy of the Annual Report of the Issuer for its most recently completed Financial Year may be provided within 120 (one hundred and twenty) calendar days after the end of each Financial Year of the Issuer.

The abovementioned information, to the extent applicable, shall also be provided in respect of the Holding Company (if any).

All such information shall be complete and correct in all material respects and shall fairly represent the financial condition, results of operation and changes in cash flow and a list comprising all material financial liabilities of the Issuer whether absolute or contingent as of the date thereof; and

(ii) a certificate signed by the statutory auditor of the Issuer certifying the book debts/loan receivables in relation to the Hypothecated Assets and confirming that (A) the Debentures are 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, and (B) the value of

Hypothecated Assets is sufficient to maintain the Security Cover. The certificate provided in accordance with this sub-paragraph (ii) should also contain, *inter alia*, details of receivables/book debts comprising the Hypothecated Assets (i.e. loan ID, location, amount sanctioned, amount outstanding, overdue status etc.);

(iii) a copy of the annual business plan of the Issuer as approved by the board of directors of the Issuer; and

(iv) such additional information or documents as the Debenture Trustee may reasonably request;

(b) within 45 (forty five) calendar days after each Quarterly Date:

(i) certified copies of its un-audited standalone and consolidated (if any) quarterly financial statements for the preceding financial quarter, prepared in accordance with Applicable Accounting Standards including its balance sheet, income statement and statement of cash flow;

(ii) such financial and other operational metrics in respect of the Issuer, as may be required by the Debenture Trustee from time to time, and in such formats as may be prescribed by the Debenture Trustee, including but not limited to (A) capital structure, (B) shareholding pattern, (C) capital adequacy ratio (CRAR) along with backup calculations, (D) detailed business projections, (E) portfolio cuts (for overall, and own portfolio), (F) monthly portfolio delinquencies (with days past due bucketisation), (G) vintage data (by product static pool analysis), (H) monthly collections efficiency (including impact of prepayments and overdue collections), (I) write-offs, (J) transactions with any Related Party of the Issuer and outstanding balances, (K) returns filed with the RBI, (L) top 20 (twenty) borrowers of the Issuer, and (M) operations data.

The abovementioned information, to the extent applicable, shall also be provided in respect of the Holding Company (if any);

(iii) the details of (A) any change in Control, (B) any change in the voting rights of the Issuer, and (C) change in the seats held by the Promoter Group of the Issuer;

(iv) a copy of the asset liability mismatch (ALM) report/statements of the Issuer prepared in such form and manner as prescribed by the RBI;

(v) details of any prepayment, or the receipt of notice of any Financial Indebtedness of the Issuer 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;

(vi) a certificate signed by (A) the statutory auditor of the Issuer and (B) the chief financial officer and/or an authorised signatory of the Issuer, confirming that the Issuer is in compliance with all the financial covenants prescribed in Section 8.2.2 (*Financial Covenants*) determined on the basis of the financial statements set out in sub-paragraph (b)(i) above, in such form as may be acceptable to the Debenture Trustee. PROVIDED THAT in respect of the financial quarter ending on March 31 of each Financial Year, the certificate confirming the compliance with the financial covenants prescribed in Section 8.2.2 (*Financial Covenants*) will be provided in accordance with paragraph (o) below;

(vii) details of the latest borrowing profile of the Issuer comprising information in respect of the lenders, nature of loans, interest rates (including returns on investments), tenure, security cover, prepayment or pre-closure of any lending

facility during the quarter, etc.;

(viii) a certificate signed by the statutory auditor of the Issuer certifying the book debts/loan receivables in relation to the Hypothecated Assets and confirming that (A) the Debentures are 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, and (B) the value of Hypothecated Assets is sufficient to maintain the Security Cover. The certificate provided in accordance with this sub-paragraph (viii) should also contain, *inter alia*, details of receivables/book debts comprising the Hypothecated Assets (i.e. loan ID, location, amount sanctioned, amount outstanding, overdue status etc.); and;

(ix) such other portfolio information and operational metrics in respect of the Issuer, as may be required by the Debenture Trustee from time to time, and in such formats as may be prescribed by the Debenture Trustee;

(c) within 10 (ten) calendar days after each month:

(i) details of the Hypothecated Assets (including book debts/receivables statements and debtor summary etc.), showcasing that the Security Cover is maintained, in such form and manner acceptable to the Debenture Trustee (acting on the instructions of the Debenture Holders); and

(ii) progress performance reports in such form and manner as may be specified by the Debenture Trustee (acting on the instructions of the Debenture Holders) from time to time;

(d) as soon as practicable and in any event within 5 (five) Business Days of the occurrence of the following events or such other timelines (if any) prescribed by SEBI, whichever is lower, the details of:

(i) any change in the Issuer's shareholding structure;

(ii) any change in the composition of the board of directors;

(iii) any change in the Constitutional Documents of the Issuer;

(iv) any change in the board of directors or the key managerial personnel (as defined in the Companies Act) of the Issuer (i.e., any chief executive officer (CXO) or equivalent);

(v) any change in the accounting policy of the Issuer which, in the determination of the Issuer, may have a Material Adverse Effect. PROVIDED THAT the foregoing does not apply to a change in the accounting policy of the Issuer pursuant to Applicable Law;

(vi) any fraud; and

(vii) any new segment of business other than the business carried out by the Issuer as on the Deemed Date of Allotment;

(e) as soon as practicable, and in any event within 5 (five) Business Days after the Issuer obtains actual knowledge thereof, notice of the occurrence of any event or circumstance that could reasonably be expected to result in a Material Adverse Effect;

(f) as soon as practicable, and in any event within 5 (five) Business Days after the Issuer

obtains actual knowledge thereof, any notices, orders or directions any court or tribunal in relation to any dispute, litigation, investigation or other proceeding, which, if adversely determined, could result in a Material Adverse Effect;

(g) as soon as practicable, and in any event within 5 (five) Business Days after the Issuer obtains actual knowledge thereof, notice of the occurrence of any Event of Default or Potential Event of Default including any steps taken to cure such event;

(h) as soon as practicable, and in any event within 5 (five) Business Days, any prepayment, or the receipt of notice of any Financial Indebtedness of the Issuer 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;

(i) as soon as practicable, and in any event within 5 (five) Business Days after such default, notice of any default in the observance or performance of any agreement or condition relating to any Financial Indebtedness by the Issuer 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 in respect of the Issuer;

(j) as soon as practicable, and in any event within 1 (one) calendar day of receiving any notice of any application for winding up/insolvency having been made or any notice of winding up or insolvency under the provisions of the Companies Act or the (Indian) Insolvency and Bankruptcy Code, 2016 or any other statute relating to winding up/insolvency or otherwise of any suit or other legal process intended to be filed or initiated against the Issuer;

(k) 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;

(l) submit a certificate from the statutory auditor on a half yearly basis, giving the value of receivables/book debts, and maintenance of security cover in accordance with the terms of the Debt Disclosure Documents and the other transaction documents including compliance with the covenants of the Debt Disclosure Documents and the other transaction documents in the manner as may be specified by SEBI from time to time;

(m) without prejudice to sub-paragraphs (n) and (o) below, within such timelines as may be prescribed by the Debenture Trustee, provide all relevant information required by the Debenture Trustee for the effective discharge of its duties and obligations under the transaction document, including but not limited to the copies of all reports, balance sheets and the profit and loss account of the Issuer;

(n) without prejudice to sub-paragraph (m) above and sub-paragraph (o) below, as soon as practicable and in any event within 30 (thirty) calendar days of receipt of a request, such additional documents or information as the Debenture Trustee or the Debenture Holders, may reasonably request from time to time;

(o) as soon as practicable, and in any event within 60 (sixty) calendar days from the end of each Financial Year or such other time period as may be prescribed by the Debenture Trustee, a certificate signed by the statutory auditor of the Issuer confirming that the Issuer is in compliance with all the financial covenants prescribed in Section 8.2.2 (*Financial Covenants*) determined on the basis of the audited financial statements set out in sub-paragraph (a)(i) above;

(p) as soon as practicable, and in any event within 60 (sixty) calendar days after each Quarterly Date, a certificate from an independent chartered accountant certifying the book debts/loan receivables in relation to the Hypothecated Assets certifying that the total value of the assets over which the first ranking, exclusive and continuing charge has been created in favour of the Debenture Trustee is sufficient to maintain adequate Security Cover for the Issuer's financial debt; and

(q) as soon as practicable and in any event within the timelines prescribed by the Debenture Trustee (and Applicable Law), such other information, notifications, details, documents, reports, statements and certificates (including from chartered accountants, auditors and/or directors of the Issuer) as may be required by the Debenture Trustee from time to time, to ensure compliance with the provisions of the Applicable Law, including but not limited to the SEBI Debenture Trustees Regulations and the Companies (Share Capital and Debentures) Rules, 2014.

8.2.4. **Affirmative Covenants**

The Issuer shall:

(a) ***Use of Proceeds***

use the proceeds of the Issue only for the Purpose and in accordance with Applicable Law and the transaction documents;

(b) ***Loss or Damage by Uncovered Risks***

promptly inform the Debenture Trustee and the Debenture Holders of any material loss or significant damage which the Issuer may suffer due to any force majeure circumstances or act of God, such as earthquake, flood, tempest or typhoon, etc. against which the Issuer may not have insured its properties;

(c) ***Costs and Expenses***

pay all reasonable costs, charges and expenses in any way incurred by the Debenture Trustee towards protection of the 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 Issuer before they are incurred and shall not include any foreign travel costs;

(d) ***Payment of Rents, etc.***

pay all rents, royalties, taxes, rates, levies, cesses, assessments, impositions and outgoings, governmental, municipal or otherwise imposed upon or payable by the Issuer as and when such amounts are payable;

(e) ***Preserve Corporate Status***

(i) diligently preserve and maintain its corporate existence and status and all rights, privileges, and concessions now held or hereafter acquired by it in the conduct of its business;

(ii) comply with all acts, authorisations, consents, permissions, rules, regulations, orders and directions of any Governmental Authority; and

(iii) 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 Outstanding Amounts might or would be hindered or delayed;

(f) ***Pay Stamp Duty***

pay all such stamp duty (including any additional stamp duty), other duties, taxes, charges and penalties, if and when the Issuer may be required to pay according to the applicable state laws. In the event the Issuer fails to pay such stamp duty, other duties, taxes and penalties as aforesaid, the Debenture Trustee shall be at liberty (but shall not be bound) to pay such amounts and the Issuer shall reimburse the aforementioned amounts to the Debenture Trustee on demand;

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

(i) provide to the Debenture Trustee or its nominee(s)/agent(s) such information/copies of relevant extracts as they may require on any matters relating to the business of the Issuer or to investigate the affairs of the Issuer;

(ii) allow the Debenture Trustee to make such examination and investigation as and when deemed necessary and shall furnish the Debenture Trustee with all such information as they may require and shall pay all reasonable costs, charges and expenses incidental to such examination and investigation;

(iii) provide to the Debenture Trustee or its nominee(s)/agent(s) such information/copies of relevant extracts as they may require for the purpose of filing any relevant forms with any Governmental Authority (including but not limited to the CERSAI) in relation to the Debentures and the Hypothecated Assets;

(iv) furnish quarterly reports to the Debenture Trustee (as may be required in accordance with Applicable Law) 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 resolved and unresolved by the Issuer along with the reasons for the same; and

(D) a statement that the Hypothecated Assets are sufficient to discharge the claims of the Debenture Holders as and when they become due; and

(v) inform and provide the Debenture Trustee with applicable documents in respect of the following:

(A) notice of any Event of Default or Potential Event of Default; and

(B) any and all information required to be provided to the Debenture Holders under Applicable Law and the listing agreement to be entered into between the Issuer and the BSE;

(h) ***Redressal of Grievances***

promptly and expeditiously attend to and redress the grievances, if any, of the Debenture Holders. The Issuer 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) ***Comply with Investor Education and Protection Fund Requirements***

comply with the provisions of the Companies 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. The Issuer hereby further agrees and undertakes that until the Final Settlement Date it shall abide by the regulations, rules or guidelines/listing requirements if any, issued from time to time by the Ministry of Corporate Affairs, RBI, SEBI or any other competent Governmental Authority;

(j) ***Corporate Governance; Fair Practices Code***

comply with any corporate governance requirements applicable to the Issuer (as may be prescribed by the RBI, SEBI, any stock exchange, or any other Governmental Authority) and the fair practices code prescribed by the RBI;

(k) ***Further Assurances***

(i) provide details of any material litigation, arbitration or administrative proceedings against the Issuer;

(ii) comply with any monitoring and/or servicing requests/calls from the Debenture Trustee on a quarterly basis and at such other time periods as the Debenture Trustee may reasonably request;

(iii) execute and/or do, at its 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 Applicable Law require or consider necessary in relation to enforcing or exercising any of the rights and authorities of the Debenture Trustee;

(iv) obtain, comply with the terms of and do all that is necessary to maintain in full force and effect all authorisations and licenses necessary to enable it to lawfully enter into and perform its obligations under the transaction documents or to ensure the legality, validity, enforceability or admissibility in evidence in India of the transaction documents;

(v) comply with:

(A) all Applicable Law (including but not limited to the Companies Act, the environmental, social and taxation related laws, all directions issued by the RBI to non-banking financial companies), as applicable in respect of the Debentures and obtain such regulatory approvals as may be required from time to time;

(B) the SEBI 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 of the SEBI Debenture Trustees Regulations thereof in performance of their duties in accordance therewith to the extent applicable to the Debentures;

(C) (if applicable) the liquidity coverage ratio applicable to the Issuer as prescribed by the RBI (in accordance with the criteria prescribed by the RBI);

(D) the provisions of the Companies Act in relation to the Issue;

(E) procure that the Debentures are rated and continue to be rated until the Final Settlement Date;

(F) 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 Issuer shall do so in the manner that is in accordance with Applicable Law relating to Tax but without, in any way requiring the Issuer to incur any additional costs, expenses or taxes and the Issuer shall avail of all the benefits available under any treaty applicable to the Issuer and/or the Debenture Holders; and

(G) if so required, the terms of Chapter XI (*Operational framework for transactions in defaulted debt securities post maturity date/ redemption date)* of the Listed NCDs Master Circular, and provide all details/intimations to the Debenture Trustee, the Depositories, and BSE (as the case may be) in accordance with the provisions therein;

(vi) to the extent applicable, it will submit to the Debenture Trustee, on a half yearly basis, a certificate from the statutory auditor of the Issuer giving the value of receivables/book debts; and

(vii) it will provide all necessary assistance and cooperation to, and permit the Debenture Trustee to conduct periodical checks, verifications, due diligence and other inspections (at such frequency and within such timelines as may be determined by the Debenture Trustee) in respect of the books and accounts of the Issuer and the Hypothecated Assets;

(l) ***Security***

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

(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;

(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;

(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;

(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;

(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;

(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 set out in the transaction documents;

(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;

(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;

(ix) the Issuer shall, on a half yearly basis, as and when required by the Debenture Trustee, give full particulars to the Debenture Trustee of all the Hypothecated Assets from time to time;

(x) furnish and verify all statements, reports, returns, certificates and information from time to time and as required by the Debenture Trustee in respect of the Hypothecated Assets;

(xi) furnish and execute all necessary documents to give effect to the Hypothecated Assets;

(xii) the Hypothecated Assets shall fulfil the eligibility criteria set out in the transaction documents;

(xiii) 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 indebtedness or liability of the Issuer to the Debenture Trustee and/or the Debenture Holders;

(xiv) the Debenture Holders shall have a beneficial interest in the Hypothecated Assets of the Issuer which have been charged to the Debenture Trustee to the extent of the Outstanding Amounts of the Debentures under the transaction documents; and

(xv) to 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;

(m) ***Filings; Compliance with BSE requirements***

(i) make all necessary filings required pursuant to the Act (including with the ROC) and the guidelines/regulations of the RBI;

(ii) without prejudice to (i) above, and to the extent applicable, co-operate with the Debenture Trustee and/or the Debenture Holders in connection with any assistance that may be required for the purpose of submitting information in

relation to the Debentures and the transaction documents to any Information Utility in accordance with the (Indian) Insolvency and Bankruptcy Code, 2016, and to confirm or authenticate all filings and information sought to be uploaded, and update or modify or rectify any errors in such financial information submitted;

(iii) provide to the Debenture Trustee such information as it may require for any filings, statements, reports that the Debenture Trustee is required to provide to any Governmental Authority under Applicable Law;

(iv) within such timelines as may be prescribed by the Debenture Trustee, provide all relevant information required by the Debenture Trustee for the effective discharge of its duties and obligations under the transaction document, including but not limited to the copies of all reports, balance sheets and the profit and loss account of the Issuer;

(v) undertake and provide such assistance as may be required by the Debenture Trustee to, prior to the creation of charge to secure the Debentures, exercise independent due diligence to ensure that such security is free from any encumbrance on which the charge or security is to be created to meet the entire security cover or higher security cover and/or that the necessary consent(s) from other/existing charge holders (if applicable) have been obtained prior to creation of the charge and in the manner as may be specified by the SEBI from time to time.

(n) ***Delay in Execution of Transaction Documents***

in the event of any delay in the execution of any transaction documents and the creation and perfection of the Transaction Security in accordance with any transaction documents and in compliance with the provisions of SEBI NCS Regulations, the Issuer will, at the option of the Debenture Holders, either:

(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

(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);

(o) ***Internal Control***

maintain internal control for the purpose of:

(i) preventing fraud on amounts lent by the Issuer; and

(ii) preventing money being used for money laundering or illegal purposes;

(p) ***Audit and Inspection***

(i) permit visits and inspection of books of records, documents and accounts to the Debenture Trustee and other authorised representatives of the Debenture Holders at such time periods as may be reasonably requested by them. Provided that any visit and inspection may be conducted after providing a notice of at least 7 (seven) Business Days prior to the date on which such visit and inspection is to

be conducted; and

(ii) permit the Debenture Holders and/or the Debenture Trustee to conduct discretionary audit or monitoring visits on the Issuer (including any branch of the Issuer) on a monthly/quarterly basis or such other frequency as may be decided by the Debenture Holders. Provided that any discretionary audit or monitoring visit may be conducted after providing an intimation of 7 (seven) Business Days prior to the date on which such audit or monitoring visit is to be conducted;

(q) ***Diligence***

permit the Debenture Trustee (acting on behalf of the Debenture Holders) to carry out legal, financial, business, tax and commercial due diligence on the Issuer and its business and operations prior to entering into any of the transactions contemplated under the transaction documents; and

(r) ***Holding Covenants***

(i) Mr. Kaushik Chatterjee shall continue to hold an executive position on the board of the directors of the Issuer until the Final Redemption Date;

(ii) the Management Control shall remain with the Promoter Group of the Issuer; and

(iii) without prejudice to sub-paragraphs (i) and (ii) above, at least one among the Promoter Group shall continue to hold an executive position in the Issuer until the Final Redemption Date.

(s) ***Rating***

maintain a minimum rating of at least "BBB-" (pronounced as "Triple B minus") in respect of the Debentures until the Final Settlement Date;

(t) ***Independent director***

until the Final Settlement Date, ensure that there is at least 1 (one) independent director on the board of the Issuer.

8.2.5. **Negative Covenants**

The Issuer shall not (and shall ensure that the Holding Company (if any) shall not) take any action in relation to the items set out in this Section 8.2.5 (*Negative Covenants*) without the prior written consent of the Debenture Trustee (acting on the instructions of the Majority Debenture Holders). It is clarified that the Debenture Trustee shall be provided access to such additional information that it may deem necessary for the purposes of monitoring and evaluating the compliance of the Issuer with the items set out in this Section 8.2.5 (*Negative Covenants*).

Any request under this Section 8.2.5 (*Negative Covenants*) must be accompanied by all relevant information substantiating the request to enable the Debenture Holders to make a reasoned decision.

(a) ***Change of Business; Constitutional Documents***

(i) change the general nature of its business from that which is permitted as a non-banking financial company registered with the RBI, other than as mandatorily required under Applicable Law. The Issuer shall obtain a no objection certificate (NOC)) of the Debenture Trustee (acting on the instructions of the Majority

Debenture Holders) for any change in the general nature of its business, other than as mandatorily required under Applicable Law; or

(ii) any changes, amendments, or modifications to its Constitutional Documents other than:

(A) any change, amendment, or modification to effect an increase in the authorised share capital of the Issuer or any change, amendment, or modification which reflects the terms of any equity infusion or strategic sale; or

(B) any change, amendment, or modification which does not have a Material Adverse Effect;

(b) ***Dividend/Withdrawal of Funds***

(i) declare or pay any dividend to its shareholders (including holders of preference shares) during any Financial Year unless such dividend is out of the profits of the Issuer relating to the Financial Year in which such dividend is being made or it has paid or made arrangements to pay (to the satisfaction of the Debenture Trustee) all the dues to the Debenture Holders/Debenture Trustee up to the date on which the dividend is proposed to be declared or paid or has made satisfactory provisions thereof; or

(ii) if an Event of Default has occurred and is continuing, declare or pay any dividend or make any other distributions to its shareholders (including holders of preference shares and other instruments compulsorily convertible into equity shares) and/or withdraw any amounts out of the profits of the Issuer relating to the Financial Year in which such Event of Default has occurred and is continuing;

(c) ***Merger, Consolidation, etc.***

(i) in any Financial Year undertake or permit any scheme of, expansion, or enter into any, merger, acquisition, re-structuring or amalgamation; or

(ii) other than as set out in sub-paragraph (i) above, undertake or permit any scheme of, expansion, or enter into, any merger, de-merger, consolidation, re-organisation, or scheme of arrangement or compromise with its creditors or shareholders or effect any scheme of amalgamation or restructuring, or pass any resolution for voluntary winding up.

PROVIDED FURTHER THAT any of the above shall be subject to compliance with the requirements prescribed by SEBI in respect of entities which have listed their non-convertible securities;

(d) ***Change in Capital Structure***

(i) permit or undertake any change in the capital structure of the Issuer that would lead to a reduction in the share capital of the Issuer by way of, *inter alia*, any purchase, buyback, or redemption of any of its issued shares, other than in respect of any buyback of equity shares issued and/or allotted pursuant to the Issuer's and/or the Holding Company's (if any) employee stock option scheme(s); or

(ii) purchase, redeem, buyback, defease, retire, return or pay any of its issued shares or reduce its share capital or resolve to do any of the foregoing;

(e) ***Change of Control***

(i) permit the occurrence of any Change of Control; or

(ii) permit the occurrence of, or permit any change in the ownership of the Issuer by way of acquisition or entitlement to more than 25% (twenty percent) of the shareholding, or capital, or profits of the Issuer by any natural person(s), whether acting alone or together, or through one or more juridical persons;

(f) ***Disposal of Assets***

(i) sell, transfer, or otherwise dispose of in any manner whatsoever any material assets or business or division of the Issuer (whether in a single transaction or in a series of transactions (whether related or not) or any other transactions which cumulatively have the same effect), other than any business correspondence arrangements or any securitization/portfolio sale of assets undertaken by the Issuer in its ordinary course of business;

(ii) any sale of assets or business or division of the Issuer that has the effect of exiting or re-structuring of the existing business of the Issuer; and

(iii) sell, assign, mortgage, or otherwise dispose of in any manner the Hypothecated Assets that would result in the value of the Hypothecated Assets falling below the Security Cover;

(g) ***Disposals; Compromises with Creditors***

dispose of its assets or compromise with any of its creditors, except in the ordinary course of business, and pursuant to the reasonable requirements of the Issuer's or the Holding Company's (if any) business and upon fair and reasonable terms;

(h) ***Related Party Transactions***

enter into any transactions with any Related Party of the Issuer or any transactions that are classified as "related party transactions" for the purposes of the Applicable Accounting Standards, except in accordance with Applicable Law, or enter into any transaction(s):

(i) whereby the overall outstanding amounts owed to the Issuer under all such transactions exceed 10% (ten percent) of the Issuer's Net Worth;

(ii) whereby the overall expenses incurred in respect of such transactions in any Financial Year exceed 10% (ten percent) of the Issuer's revenue (as determined in accordance with the Applicable Accounting Standards); or

(iii) to provide any guarantee for any Financial Indebtedness of a Related Party (either directly or indirectly).

(i) ***Business***

undertake any new major new businesses except in relation to financial services or diversify its business outside the financial services sector;

(j) ***Loans and Guarantees***

(i) extend a loan to any single individual or entity amounting to greater than 1% (one percent) of the Tangible Net Worth of the Issuer;

(ii) provide any guarantee for any Financial Indebtedness of any member of the Promoter Group (either directly or indirectly); or

(iii) without prejudice to Section 8.2.5(h)(iii) and Section 8.2.5(j)(ii) above, undertake to guarantee the liabilities of any individual or entity;

(k) ***Immunity***

claim or assert for itself or its Assets any immunity (whether by reason of law, contract or otherwise) from any legal action, including suit, execution, attachment (whether in aid of execution, before judgment or otherwise), or any other legal process in any jurisdiction.

(l) ***Ordinary Course of Business***

enter into or perform any transaction other than in the ordinary course of business of the Issuer;

(m) ***Shareholding Covenants***

(i) the Issuer shall ensure and procure that, until the Final Settlement Date without the prior consent of the Debenture Trustee (in the manner prescribed under this Section 8.2.5 (*Negative Covenants*)), any member of the Promoter Group, individually, directly or indirectly, shall not transfer, sell, assign, encumber, pledge or otherwise dispose of any of their shareholding in the Issuer, or undertake any action pursuant to which their collective shareholding falls below 15% (fifteen percent). PROVIDED THAT any reduction in shareholding solely on account of dilution pursuant to a bona fide issuance of fresh equity share capital (including pursuant to employee stock option plans or for strategic or growth capital) shall not constitute a breach of this provision, so long as no Change of Control occurs; or

(ii) permit any equity infusion in the Issuer which would result in the aggregate shareholding of the Promoter Group falling below 15% (fifteen percent) of the aggregate shareholding of the Issuer (on a fully diluted basis).

(n) ***Key Managerial Personnel***

the Issuer shall ensure that Mr. Kaushik Chatterjee continues to hold office as the founder and chief executive officer of the Issuer until the Final Settlement Date.

8.2.6. **Rating Covenants**

The Issuer shall ensure and maintain the following rating covenants until the Final Settlement Date:

(a) there is no assignment of new long-term credit rating below "BBB-/ Stable" from any credit rating agency;

(b) there is no downgrade in the current credit rating/outlook of the Issuer and/or the Debentures as on the Deemed Date of Allotment from any credit rating agency below "BBB-";

(c) there is no change in the rating agency of the proposed Debentures without prior consent of the Debenture Trustee (acting on the instructions of the Majority Debenture Holders); and/or

(d) the credit rating assigned to the Issuer and/or the Debentures is not suspended and that the

Issuer and/or the Debentures is not classified under the "issuer not co-operating" category (or any equivalent nomenclature) by any credit rating agency until the Final Settlement Date.

8.2.6A. **Favourable Terms**

(a) The Issuer hereby agrees and confirms that, following the Effective Date until the Final Settlement Date, if the Issuer provides/agrees to provide (a) any covenants (including any additional financial covenants for issuance of debt through non-convertible debentures), and (b) any security/contractual comfort, to any provider of any Financial Indebtedness, on terms that are more favourable than those set out in the transaction documents, such provisions shall also be applicable to the Debentures without further action required by either the Issuer or the Debenture Trustee.

(b) The Issuer shall execute all such deeds of amendment or modification and other documents, and perform all such acts, agreements and things as may be required of it, in each case to incorporate the relevant favourable provisions into the transaction documents for the Debentures, within such timelines as may be requested by, and in a form and manner satisfactory to the Debenture Trustee.

(c) The Issuer shall:

(i) immediately inform the Debenture Trustee of such favourable provisions; and

(ii) if so required by the Debenture Trustee (acting on the instructions of the Majority Debenture Holders) and within the time period required by the Debenture Trustee, execute all necessary documents (including any amendments) for purposes set out in Section 8.2.6A, and do all such acts and things as shall be necessary to be done by the Issuer, substantially in a form and manner prescribed by the Debenture Trustee.

8.2.7. **Events of Default**

8.2.7.1. ***Consequences and Remedies of an Event of Default***

If one or more Events of Default occur(s), the Debenture Trustee may, on the instructions of the Majority Debenture Holders, and subject to applicable cure periods in accordance with the transaction documents, by a notice in writing to the Issuer initiate the following course of action:

(a) require the Issuer to redeem the Debentures and repay the Outstanding Principal Amounts, along with accrued but unpaid interest and other costs, charges and expenses incurred under or in connection with the transaction documents. It is clarified that no prepayment penalty or prepayment premium will be applicable to any redemption in accordance with this paragraph (a).

(b) accelerate the redemption of the Debentures and declare all or any of the Debentures to be due and payable immediately (or on such date(s) as may be prescribed by the Debenture Trustee), whereupon it shall become so due and payable;

(c) enforce the security interest created under the transaction documents (including in respect of the Transaction Security) in accordance with the terms of the transaction documents;

(d) upon the occurrence of any event set out in Section 8.2.7.2 (*Events of Default*) and expiry of the applicable cure period, where the Debenture Trustee (acting on the instructions of the Majority Debenture Holders) elects not to require redemption of the Debentures, the Debenture Trustee shall have the right to require the Issuer to pay additional interest at the rate of 4% (four percent) per annum over and above the applicable Interest Rate on

the outstanding principal amount of the Debentures, which additional interest shall accrue from the date immediately following the expiry of the applicable cure period up to the date on which such Event of Default is cured to the satisfaction of the Debenture Trustee.

(e) appoint any independent agency to inspect and examine the working of the Issuer and give a report to the Debenture Holders/the Debenture Trustee. The Issuer shall provide its full co-operation and necessary assistance to such agency and bear all costs and expenses of examination, including the professional fees, travelling and other expenses;

(f) appoint a nominee director in accordance with the transaction documents;

(g) require the Issuer to obtain the prior consent of the Debenture Trustee (in accordance with Section 8.2.5(b)) to declare or pay any dividend or make any other distributions to its shareholders (including holders of preference shares and other instruments compulsorily convertible into equity shares);

(h) take any actions in respect of Chapter X (*Breach of Covenants, Default and Remedies*) of the SEBI Debenture Trustees Master Circular in accordance with the provisions of the transaction documents (including without limitation, the entering into, and the performance of any obligations under any inter-creditor agreement (pursuant to the Stressed Assets Directions) or any resolution plan (including without limitation, the finalisation of the resolution plan within the time period prescribed in Chapter X (*Breach of Covenants, Default and Remedies*) of the SEBI Debenture Trustees Master Circular), each in accordance with Section 8.2.7.4 below); and

(i) take all such other action, and exercise such other right as is permitted under the transaction documents, the other transaction documents or under Applicable Law, including any action that may be required for the purposes of protecting the interests of the Debenture Holders.

Without prejudice to the above, if one or more Events of Default occur(s), the Issuer shall not declare or pay any dividend to its shareholders (including holders of preference shares and other instruments compulsorily convertible into equity shares) and or withdraw any amounts out of the profits of the Issuer relating to the Financial Year in which such Event of Default has occurred and is continuing, other than in accordance with Section 8.2.5 (*Negative Covenants*).

All costs with respect to any actions undertaken in accordance with this Section 8.2.7.1 shall be borne by the Issuer.

8.2.7.1A **Additional Consequences and Remedies of an Event of Default**

Without prejudice to Section 8.2.7.1 above, if one or more events specified in Section 8.2.7.2 (*Events of Default*) occur(s), the Debenture Trustee (acting on the instructions of the Debenture Holders) has the option (but not the obligation) to require the obligors in relation to the Client Loans comprising the Hypothecated Assets to directly deposit all interest and principal instalments and other amounts in respect of the relevant Client Loans in the account specified by the Debenture Trustee (acting on the instructions of the Debenture Holders). All such payments will be used to discharge the amounts outstanding and due from the Issuer in respect of the Debentures. The Issuer shall do all acts as may be necessary to comply with the provisions of this Section 8.2.7.1A.

8.2.7.1B **Right to Purchase the Hypothecated Assets**

(a) Following the occurrence of an Event of Default, the Debenture Trustee (acting on the instructions of the Majority Debenture Holders) shall, until the Final Settlement Date, have the right to purchase the Hypothecated Assets in whole or in part ("**Asset Purchase**") by issuing a notice to the Issuer ("**Asset Purchase Notice**") within such timelines as may be determined by the Debenture Trustee. In the event of an Asset

Purchase, the Issuer shall repay the Outstanding Amounts to the Debenture Holders from the proceeds of the purchase consideration received by it from the Asset Purchase. Such Asset Purchase shall be conducted on such commercial terms and conditions prescribed by the Debenture Trustee (acting on the instructions of the Majority Debenture Holders) at its sole discretion.

(b) The Issuer shall undertake all actions as may be necessary to assign the Hypothecated Assets in respect of which the Asset Purchase has been exercised (along with all underlying security interest (if any) and contractual comfort (if any) in respect of the Client Loans underlying the Hypothecated Assets) within 7 (seven) Business Days from the date of receipt of the Asset Purchase Notice.

(c) Notwithstanding the Asset Purchase, all other security interest provided by the Issuer in favour of the Debenture Trustee in respect of the Debentures shall continue to be valid and subsisting until the Final Settlement Date.

(d) All costs with respect to the Asset Purchase in accordance with this Section 8.2.7.1B (*Right to Purchase the Hypothecated Assets*) shall be borne by the Issuer.

Notwithstanding any other provision above, the Debenture Trustee may exercise any other right that the Debenture Trustee and/or Debenture Holders may have under the transaction documents or under Applicable Law.

8.2.7.1C **Cure Period**

The following cure periods shall apply:

(a) ***Events of Default relating to payment default and cross default:***

In the case of an Event of Default arising pursuant to paragraph (a) and paragraph (c) of Section 8.2.7.2 (*Events of Default*) (being delay or default in payment of interest and/or redemption of principal payable to the Debenture Holders on the Due Date and/or a cross default):

(i) no cure period shall be available where such Event of Default is determined to have occurred on account of wilful default, financial inability or any reason other than a technical reason;

(ii) a cure period of 3 (three) Business Days shall be available where such Event of Default has occurred due to a technical reason (including, without limitation, incorrect beneficiary details or similar administrative or operational reasons); and

(iii) no Event of Default shall be deemed to have occurred in respect of non-payment of principal and/or interest on the Due Date where such non-payment arises due to reasons beyond the control of the Issuer, including:

(A) failure to remit payment due to absence of correct information, or due to incorrect or dormant investor account details furnished by the relevant Debenture Holder(s);

(B) receipt of any notice or instruction from a Governmental Authority to freeze the account of the relevant investor(s),

PROVIDED THAT the Issuer has, on the Due Date, deposited the amounts due in respect of such principal and/or interest into a separate escrow account maintained with a scheduled commercial bank.

(b) ***Other Events of Default***

For all Events of Default other than those specified in paragraph (a) above and paragraph (c), a cure period of 15 (fifteen) days shall be available from the date of occurrence of such Event of Default.

(c) ***Rating Covenant***

No cure period shall be available for any Event of Default arising on account of a breach of the rating covenants set out in Section 8.2.6 (*Rating Covenants*).

It is further clarified that upon expiry of the applicable cure period (if any), the Debenture Trustee (acting on the instructions of the Majority Debenture Holders) shall be entitled to initiate any one or more of the actions set out in Section 8.2.7.1 (*Consequences and Remedies of an Event of Default*) in accordance with the transaction documents and Applicable Law.

8.2.7.2. ***Events of Default***

Each of the events or circumstances set out in this Section 8.2.7.2 (*Events of Default*) below is an Event of Default.

(a) ***Payment Defaults***

The Issuer does not pay on any Due Date (including on the relevant Redemption Dates) any amount payable pursuant to the transaction documents and the Debentures at the place and in the currency in which it is expressed to be payable and/or the Debentures are not redeemed and all Outstanding Amounts are not repaid on the Final Redemption Date.

(b) ***Material Adverse Effect***

The occurrence of a Material Adverse Effect, in the sole determination of the Debenture Trustee (acting on the instructions of the Majority Debenture Holders, including any failure by the Issuer to comply with Applicable Law (including initiation of any proceedings or revocation of licenses issued by any Government Authority) which has a Material Adverse Effect.

(c) ***Cross Default***

(i) The Issuer:

(A) 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

(B) 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 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

(ii) 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.

(iii) The occurrence of any downgrade in respect of any securitisation transactions entered into by the Issuer as an originator and/or any securitisation where the Issuer is a servicer.

(d) ***Misrepresentation; Others***

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

(ii) Any fraud, negligence and/or default by the Issuer under the transaction documents.

(e) ***Unlawfulness***

It is or becomes unlawful for the Issuer to perform any of its obligations under the transaction documents and/or any obligations of the Issuer under any transaction document are not, or cease to be valid, binding or enforceable.

(f) ***Repudiation***

The Issuer repudiates (directly or indirectly) any of the transaction documents, or evidences an intention to repudiate any of the transaction documents.

(g) ***Transaction Documents***

Any transaction documents (in whole or in part), is terminated or ceases to be effective or ceases to be in full force or no longer constitutes valid, binding and enforceable obligations of the Issuer.

(h) ***Corporate governance; Data integrity***

Failure by the Issuer to meet standards prescribed by the RBI and/or SEBI (including the Debt Listing Regulations) with respect to management, governance, and data integrity, as may be required by the Debenture Trustee and/or the Debenture Holders.

(i) ***Legal Proceedings***

If one or more legal or governmental proceedings are initiated against the Issuer or any claims are made against the Issuer, which in the opinion of the Debenture Trustee (acting on the instructions of the Majority Debenture Holders), may impair the Issuer 's ability to perform its obligations undertaken in terms of the transaction documents or which has a Material Adverse Effect.

(j) ***Creditors' Process and Expropriation***

(i) Any expropriation, attachment, garnishee, sequestration, distress or execution affects any assets of the Issuer and which has a Material Adverse Effect on the ability of the Issuer to comply with its payment obligations under the transaction documents.

(ii) Any expropriation, attachment, garnishee, sequestration, distress or execution affects any assets of the Issuer or any affiliate of the Issuer and is not discharged within 15 (fifteen) calendar days.

(iii) All or a material part of the undertaking, assets, rights or revenues of the Issuer are condemned, seized, nationalised, expropriated or compulsorily acquired, or shall have assumed custody or control of all or substantial part of the business or operations of the Issuer, or shall have taken any action for the dissolution of the Issuer, or any action that would prevent the Issuer, their members, or their officers from carrying on their business or operations or a substantial part thereof, by or under the authority of any Governmental Authority.

(k) ***Authorisations; Licenses***

Any authorisations, licenses (including operating licenses of the Issuer issued by the RBI and/or the SEBI), consents and approvals required by the Issuer under Applicable Law to enable it to perform its obligations under the transaction documents, to ensure the legality, validity, enforceability or admissibility of the transaction documents, and to enable it to carry on its business are revoked or suspended or cancelled in any manner.

(l) ***Insolvency/Inability to Pay Debts***

The Issuer is unable or admits 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.

(m) ***Liquidation, Insolvency or Dissolution of the*** Issuer ***/Appointment of Receiver, Resolution Professional or Liquidator***

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

(i) the suspension of payments, a moratorium of any Financial Indebtedness, winding-up, dissolution, administration or re-organisation (by way of voluntary arrangement, scheme of arrangement or otherwise) of the Issuer;

(ii) a composition, compromise, assignment or arrangement with any creditor of the Issuer, or any scheme for restructuring or reconstruction or similar purposes (including, any restructuring of any borrowing arrangement in accordance with guidelines/directions of the RBI);

(iii) the appointment of a liquidator, receiver, resolution professional, administrative receiver, administrator, compulsory manager or other similar officer in respect of the Issuer;

(iv) the Issuer, 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 Stressed Assets Directions);

(v) the commencement of an insolvency resolution process under the (Indian) Insolvency and Bankruptcy Code, 2016 read together with the Insolvency and Bankruptcy (Insolvency and Liquidation Proceedings of Financial Service Providers and Application to Adjudicating Authority) Rules, 2019, and any other rules and regulations made thereunder from time to time, or under any other Applicable Law, in respect of the Issuer;

(vi) enforcement of any security over any Assets of the Issuer or any analogous

procedure or step is taken in any jurisdiction;

(vii) a petition for the reorganization, arrangement, adjustment, winding up or composition of debts of the Issuer is filed on the Issuer (voluntary or otherwise) or such a petition has been admitted or makes an assignment for the benefit of its creditors generally, and such proceedings are not contested by the Issuer for staying, quashing and/or dismissal within 15 (fifteen) calendar days of filing;

(viii) enforcement of any proceedings initiated upon the order of any court or statutory authority that impinges the continued ongoing business operations of the Issuer;

(ix) without prejudice to any other provision in this sub-paragraph (m), any Insolvency Related Event; or

(x) any other event occurs or proceeding instituted under any Applicable Law that would have an effect analogous to any of the events listed in (i) to (ix) above.

(n) ***Judgment Defaults***

(i) One or more judgments or decrees entered against the Issuer involving a liability (not paid or not covered by a reputable and solvent insurance company), individually or in the aggregate, exceeding 10% (ten percent) of the Total Assets of the Issuer provided such judgments or decrees are either final and non-appealable or have not been vacated, discharged or stayed pending appeal for any period of 30 (thirty) calendar days.

(ii) Without prejudice to sub-paragraph (i) above, the failure to pay any liability arising from one or more judgments or decrees entered against the Issuer.

(o) ***Security in Jeopardy***

The occurrence of any event which, in the opinion of the Debenture Trustee (acting on the instructions of the Debenture Holders), jeopardizes the Issuer's ability to make collections in respect to the Hypothecated Assets or payment of Outstanding Principal Amounts or interest on the Debentures.

(p) ***Security***

(i) The Issuer fails to create and perfect security within the timelines prescribed in the transaction documents and/or in the manner prescribed in the transaction documents.

(ii) The value of the Hypothecated Assets is insufficient to maintain the Security Cover or the Issuer fails to maintain the Security Cover (including by way of providing additional/alternate security to the satisfaction of the Debenture Trustee) within the timelines prescribed in the relevant transaction documents.

(iii) Any of the transaction documents fails to provide the security interests, rights, title, remedies, powers or privileges intended to be created thereby (including the priority intended to be created thereby), or such security interests fail to have the priority contemplated under the transaction documents, or the security interests become unlawful, invalid or unenforceable.

(iv) The Issuer creates or attempts to create any mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having similar effect, over the Hypothecated Assets, without the prior consent of the Debenture Trustee.

(q) ***Business***

The Issuer without obtaining the prior consent of the Debenture Trustee ceases to carry on its business or gives notice of its intention to do so.

(r) ***Failure to Certify***

The Issuer fails to provide a certificate from an authorized officer of the Issuer certifying/confirming that no Event of Default has occurred, within 3 (three) Business Days, in the manner prescribed in the transaction documents.

(s) ***Fraud and Embezzlement***

Any material act of fraud, embezzlement, misstatement, misappropriation or siphoning off of the funds of the Issuer or the Promoter Group or revenues of the Issuer or any other act having a similar effect being committed by the key managerial personnel (as defined in the Companies Act) or an officer of the Issuer or by the Issuer as a whole, directly or indirectly.

(t) ***Erosion of Net Worth***

The Net Worth of the Issuer erodes by 50% (fifty percent) or more, from that existing as of March 31, 2026.

(u) ***Discretionary Audits***

The Issuer fails to meet standards as may be required by the Debenture Trustee in 2 (two) successive discretionary audits conducted by the Debenture Trustee in accordance with the transaction documents.

(v) ***Rating***

The occurrence of the downgrade in the rating of the Debentures by 1 (one) notch or more below "BBB-".

(w) ***Listing/Delisting of the Debentures***

(i) The Issuer fails to obtain the listing of the Debentures in accordance with the transaction documents.

(ii) The Debentures are delisted by the BSE at any point of time.

(x) ***Failure to Disburse Loans***

The Issuer fails to disburse new loans or appoint any third party or in house collection teams, in case of any adverse regulatory action.

(y) ***Promoter Defaults***

(i) Any Promoter is declared as a willful defaulter by any bank or financial institution.

(ii) Any Promoter(s) or any member(s) of the Promoter Group and/or the directors of the Issuer are convicted of a criminal offence involving moral turpitude, dishonesty or which otherwise impinges on the integrity of such Promoters, member(s) of Promoter Group and/or directors, including any accusations, charges and/or convictions of any offence relating to bribery, and such order of a competent court or Governmental Authority remains unvacated for 90 (ninety) Business Days.

(iii) The occurrence of (A) any change in Control, (B) any change in the voting rights of the Issuer, and (C) change in the seats held by the Promoters on the board of directors of the Issuer.

(iv) The occurrence of any equity infusion in the Issuer which results in (A) the aggregate shareholding of the Promoter Group falling below 15% (fifteen percent) of the aggregate shareholding of the Issuer (on a fully diluted basis), other than in accordance with the terms of the Transaction Documents, and/or (B) the Promoter Group ceasing to exercise the Management Control on the Issuer, other than in accordance with the terms of the Transaction Documents.

(z) ***Breach of Negative Covenants***

Any breach by the Issuer in compliance with any of the negative covenants set out under Section 8.2.5 (*Negative Covenants*).

(aa) ***Breach of Financial Covenants***

Any breach by the Issuer in compliance with any of the financial covenants set out under Section 8.2.5 (*Financial Covenants*).

(bb) ***Breach of Reporting Covenants***

Any breach by the Issuer in compliance with any of the reporting covenants set out under Section 8.2.3 (*Reporting Covenants*).

(cc) ***Breach of any Rating Covenants***

Any breach by the Issuer in compliance with any of the rating covenants set out under Section 8.2.6 (Rating Covenants).

(dd) ***Breach of other Covenants and Obligations***

Any breach of any covenant or undertaking or obligations of the Issuer in the transaction documents (other than paragraphs (a) to (cc) above).

8.2.7.3 ***Notice on the Occurrence of an Event of Default***

(a) If any Event of Default or any event which, after the notice, or lapse of time, or both, would constitute an Event of Default, has occurred, the Issuer shall, forthwith give notice thereof to the Debenture Holders and the Debenture Trustee in writing specifying the nature of such event or Event of Default.

(b) In addition to the foregoing, in accordance with Chapter X (*Breach of Covenants, Default and Remedies*) of the SEBI Debenture Trustees Master Circular, the Debenture Trustee shall send a notice to the Debenture Holders within 3 (three) days of the occurrence of an Event of Default, in accordance with the mode of delivery of notice mentioned therein, convening a meeting within 30 (thirty) days of the occurrence of an Event of Default. PROVIDED THAT if the Event of Default is cured or rectified within the intervening period between the date of the aforementioned notice from the Debenture Trustee to the date the aforementioned meeting is convened, no such meeting of the Debenture Holders shall be required. The Debenture Trustee shall maintain the details of the providing and receipt of such notice in accordance with Chapter X (*Breach of Covenants, Default and Remedies*) of the SEBI Debenture Trustees Master Circular

8.2.7.4 ***Additional obligations of the Debenture Trustee***

(a) In respect of Chapter X (*Breach of Covenants, Default and Remedies*) of the SEBI Debenture Trustees Master Circular, the entering into, and the performance of any obligations under any inter-creditor agreement (pursuant to the Stressed Assets Directions) or any resolution plan shall be subject to the terms of Chapter X (*Breach of Covenants, Default and Remedies*) of the SEBI Debenture Trustees Master Circular (including without limitation, the resolution plan being finalised within the time period prescribed in Chapter X (*Breach of Covenants, Default and Remedies*) of the SEBI Debenture Trustees Master Circular, and exiting of the inter-creditor agreement on the occurrence of the matters prescribed under Chapter X (*Breach of Covenants, Default and Remedies*) of the SEBI Debenture Trustees Master Circular.

(b) In the event the Recovery Expense Fund is proposed to be utilised for the purposes of enforcement of the Security, the Debenture Trustee shall follow the procedure set out in Chapter IV (*Recovery Expenses Fund*) of the SEBI Debenture Trustees Master Circular.

(c) The Debenture Trustee shall access the centralized database of corporate bond/debentures and verify the information regarding default history and other relevant information of the Issuer. In case of any discrepancy in the information of the Issuer, the Debenture Trustee shall notify the same to the BSE and update the correct information in the centralized database, within the timelines prescribed under the SEBI Centralized Database Requirements.

8.2.7 Listing and Monitoring requirements

8.2.7.1 ***Monitoring***

The Issuer will provide all such assistance to the Debenture Trustee as may be required by it, to carry out the necessary continuous and periodic 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 Chapter VI (*Periodical/ Continuous Monitoring by Debenture Trustee*) of the SEBI Debenture Trustees Master Circular, the Issuer 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 Chapter VI (*Periodical/ Continuous Monitoring by Debenture Trustee*) of the SEBI Debenture Trustees Master Circular:

(a) a security cover certificate on a quarterly basis, within (i) 75 (seventy five) days from each Quarterly Date (other than March 31 of the relevant calendar year), and (ii) 90 (ninety) days from March 31 of the relevant calendar year or such other timelines as may be prescribed under Applicable Law, in the format prescribed in the SEBI Debenture Trustees Master Circular;

(b) (to the extent applicable) a statement of the value of the pledged securities on a quarterly basis, within (i) 75 (seventy five) days from each Quarterly Date (other than March 31 of the relevant calendar year), and (ii) 90 (ninety) days from March 31 of the relevant calendar year or such other timelines as may be prescribed under Applicable Law;

(c) (to the extent applicable) a statement of the value of the debt service reserve account or any other form of security offered on a quarterly basis, within (i) 75 (seventy five) days from each Quarterly Date (other than March 31 of the relevant calendar year), and (ii) 90 (ninety) days from March 31 of the relevant calendar year or such other timelines as may be prescribed under Applicable Law;

(d) (to the extent applicable) a net worth certificate of the guarantor who has provided a personal guarantee in respect of the Debentures on a 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;

(e) (to the extent applicable) the financials/value of guarantor prepared on the basis of audited financial statement etc. of the guarantor who has provided a corporate guarantee in respect

of the Debentures on an annual basis, within 75 (seventy five) days from the end of each Financial Year or such other timelines as may be prescribed under Applicable Law; and

(f) (to the extent applicable) the valuation report and title search report for the immovable/movable assets, as applicable, once in 3 (three) years, within 75 (seventy five) days from the end of the Financial Year or such other timelines as may be prescribed under Applicable Law.

8.2.7.2 ***Recovery Expense Fund***

(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, to enable the Debenture Trustee to take prompt action in relation to the enforcement/legal proceedings under the transaction documents. It is clarified that pursuant to Chapter IV (*Recovery Expenses Fund*) of the SEBI Debenture Trustees Master Circular, the Issuer is required to deposit an amount equal to 0.01% (zero decimal zero one percent) of the issue size subject to maximum of INR 25,00,000 (Indian Rupees Twenty Five Lakh) towards the Recovery Expense Fund with the designated stock exchange.

(b) The Issuer 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 Issuer 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 Issuer 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) On the occurrence of any Event of Default, the Debenture Trustee may get reimbursed from the Recovery Expense Fund 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 the Recovery Expense Fund is for purposes explicitly specified under sub-paragraph (d) above, prior approval from the Debenture Holders to use the Recovery Expense Fund shall not be required. The Debenture Trustee shall intimate Debenture Holders through e-mail and upload on its website regarding the reimbursement from Recovery Expense Fund. In case the utilization of the Recovery Expense Fund is for purposes other than explicitly mentioned in sub-paragraph (d) above, the Debenture Trustee shall obtain prior consent of the holders of the debt securities and shall inform the above to the designated stock exchange.

(f) The Debenture Trustee shall inform the designated stock exchange to release the amount from the Recovery Expense Fund 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 Recovery Expense Fund to the Debenture Trustee.

(g) The Debenture Trustee shall keep a proper account of all expenses incurred out of the funds received from Recovery Expense Fund. The Debenture Trustee shall on an annual basis update the Debenture Holders regarding the utilization of funds from the Recovery Expense Fund.

(h) The amount lying in the Recovery Expense Fund may be released to the Debenture Trustee within such time period and such manner as may be prescribed under Chapter IV (*Recovery Expenses Fund*) of the SEBI Debenture Trustees Master Circular.

8.2.7.3 ***Requirements under the LODR Regulations***

The Issuer hereby further agrees, declares and covenants with the Debenture Trustee that the Issuer shall comply with the relevant provisions of the SEBI LODR Regulations applicable to listed entities which have listed their non-convertible securities, including (to the extent applicable), the provisions of Chapter II (*Principles governing disclosures and obligations of listed entity*), Chapter III (*Common obligations of listed entities*), Chapter IV (*Obligations of a listed entity which has listed its specified securities and non-convertible debt securities*), and Chapter V (*Obligations of listed entity which has listed its non-convertible securities*) of the SEBI LODR Regulations.

8.2.7.4 ***Due Diligence***

(a) The Issuer acknowledges, understands, and confirms that:

(i) the Debenture Trustee shall carry out due diligence on continuous basis to ensure compliance by the Issuer, with the provisions of the Companies Act, the LODR Regulations, the Debt Listing Regulations, the Debenture Trustees Regulations, the SEBI Listed Debentures Circulars, 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 SEBI Listed Debentures Circulars, the Debenture Trustee, either through itself or its agents, advisors, consultants, shall have the power to examine the books of account of the Issuer and to have the Issuer's 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 Issuer and the trust property to the extent necessary for discharging its obligations. The Issuer shall provide full and unimpeded access to the records, registers and books of accounts and facilitate in the inspection and due diligence process. Any fees, costs and expenses incurred in conducting such inspection/due diligence process shall be fully borne by the Issuer. In the event, any fees, costs and expenses are borne by the Debenture Trustee, the above shall be reimbursed forthwith by the Issuer upon request.

(b) The Issuer shall submit information, representations, confirmations, disclosures and documents as the Debenture Trustee may require, within such time period as may be required by the Debenture Trustee, to conduct continuous and periodical due diligence and monitoring of the Transaction Security or the assets on which security interest/charge is created, in accordance with Applicable Law, which shall, *inter alia*, include:

(i) periodical status/performance reports from the Issuer within 7 (seven) days of the relevant board meeting of the Issuer 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 and Recovery Expense Fund;

(iv) details with respect to the assets of the Issuer 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 assets are free from any other encumbrances except those which are specifically agreed to by the Debenture Holders;

(v) reports on the utilisation of funds raised by the issue of Debentures;

(vi) details with respect to conversion or 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 Issuer (A) in respect of utilisation of funds during the implementation period of the project relating to the proceeds of the Issue, and (B) 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 transaction documents, the Issuer 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 half-yearly basis, regarding the maintenance of security cover in accordance with the terms of the Debt Disclosure Documents and the other transaction documents including compliance with the covenants of the Debt Disclosure Documents and the other transaction documents in the manner as may be specified by SEBI from time to time;

(iii) submit the following reports/certification (to the extent applicable) to the Debenture Trustee within the timelines mentioned below:

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 Quarterly Date except the last quarter (being March 31 of the relevant calendar year) when submission	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

REPORTS/CERTIFICATES	TIMELINES FOR SUBMISSION REQUIREMENTS TO THE DEBENTURE TRUSTEE	TIMELINE FOR SUBMISSION OF REPORTS/CERTIFICATIONS BY DEBENTURE TRUSTEE
	is to be made within 75 (seventy five) days.	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 Quarterly Date except the last quarter (being March 31 of the relevant calendar year) when submission is to be made within 75 (seventy five) days.	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 for Debt Service Reserve Account or any other form of security offered	Quarterly basis within 60 (sixty) days from end of each Quarterly Date except the last quarter (being March 31 of the relevant calendar year) when submission is to be made within 75 (seventy five) days.	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) Net worth certificate of guarantor (secured by way of personal guarantee)	Half yearly basis within 60 (sixty) days from end of each financial half-year.	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.	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 3 (three) years within 60 (sixty) days from the end of the Financial Year.	Once in 3 (three) years, within 75 (seventy five) days from the end of the Financial Year or such other timelines as may be prescribed under Applicable Law.

(iv) comply with all requirements under the SEBI Debenture Trustees Master Circular, and provide all documents/information as may be required in accordance with the SEBI Debenture Trustees Master Circular.

8.2.7.5 ***Forensic Audit***

In case of initiation of forensic audit (by whatever name called) in respect of the Issuer, the Issuer shall provide following information and make requisite disclosures to the stock exchanges:

(a) the details of initiation of forensic audit along-with name of entity initiating the audit and

reasons for such forensic audit, if available; and

(b) the final forensic audit report (other than for forensic audit initiated by regulatory / enforcement agencies) on receipt by the Issuer along with comments of the management of the Issuer, if any.

8.2.7.6 ***Others***

(a) The Issuer shall ensure due compliance and adherence to the SEBI Listed Debentures Circulars in letter and spirit.

(b) To the extent applicable and required in terms of Chapter X (*Breach of Covenants, Default and Remedies*) of the SEBI Debenture Trustees Master Circular, the Debenture Trustee shall execute an "inter creditor agreement" in the manner prescribed under Chapter X (*Breach of Covenants, Default and Remedies*) of the SEBI Debenture Trustees Master Circular.

(c) To the extent required/applicable, the Issuer 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 Issuer, and (ii) all covenants of the issue (including side letters, event of default provisions/clauses etc.).

(d) The Issuer shall promptly disclose and furnish to the Debenture Trustee, all documents/ information about or in relation to the Issuer 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.

(e) The Issuer and the Debenture Trustee hereby agree and covenant to comply with the requirements prescribed under Chapter III (*Security and Covenant Monitoring System*) of the SEBI Debenture Trustees Master Circular in respect of the Debentures and the transactions contemplated in the transaction documents.

SECTION 9: OTHER INFORMATION AND APPLICATION PROCESS

Please refer the application procedure set out in Section 9 of the General Information Document. Certain additional details are set out below.

9.1 Issue Procedure

Only Eligible Investors as given hereunder may apply for the Debentures by completing the 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 Application Form. No application can be made for a fraction of a Debenture. 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 /or redemptions warrants.

The Applicant should transfer payments required to be made in any relation by EFT/RTGS, to the bank account as per the details mentioned in the Application Form.

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. The Issuer will make the bidding announcement on the EBP Platform at least 1 (one) Business Day before initiating the bidding process in accordance with the EBP Requirements. 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 issue including green shoe option, if any and a range within which green shoe may be retained (if applicable)	Up to 50,000 (fifty 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 50,00,00,000 (Indian Rupees Fifty Crore) including a green shoe option of up to 25,000 (twenty five 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 25,00,00,000 (Indian Rupees Twenty Five Crore). Green Shoe Option: 25,000 (twenty five 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 25,00,00,000 (Indian Rupees Twenty Five Crore) It is hereby clarified that the base issue size for the present issuance of Debentures is 25,000 (twenty five 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 25,00,00,000 (Indian Rupees Twenty Five Crore).
Interest Rate Parameter	Fixed coupon (12% (twelve percent) per annum payable monthly).
Bid opening and closing date	Bid opening date: July 27, 2026, 11.00 A.M. Bid closing date: July 27, 2026, 12.00 P.M.
Minimum Bid Lot	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.
Manner of bidding in the Issue	Closed bidding, fixed coupon, price based.

Manner of allotment in the Issue	Uniform Yield Allocation
Manner of settlement in the Issue	Pay-in of funds through ICCL. 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 Electronic Book Provider into the account of the ICCL, as specified in this regard below.
Settlement Cycle	T+1, where "T" refers to the date of bidding. Settlement of the Issue will be on July 28, 2026.
Pay-in date	July 28, 2026 (i.e., T+1, where "T" refers to the date of bidding)
Anchor Portion Details	N.A.

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 ICCL, the details of which are as set out below and in the section named "INSTRUCTIONS" of the Application Form, on or before 10:30 hours on the pay-in date:

Name of Bank	HDFC BANK
IFSC Code	HDFC0000060
Account number	ICCLEB
Name of beneficiary	INDIAN CLEARING CORPORATION LIMITED

Name of Bank	ICICI Bank Ltd.
IFSC Code	ICIC0000106
Account number	ICCLEB
Name of beneficiary	INDIAN CLEARING CORPORATION LTD

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 ICCL and the Issuer confirming its decision to proceed with the allotment of the Debentures in favour of the Successful Bidders to the ICCL, 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 ICCL shall be released into the Issuer's bank account, the details of which are as set out below:

Name of the beneficiary	Unifinz Capital India Limited
Name of the Bank	ICICI BANK LIMITED
Branch Address	19, Chawla House, Nehru Place, Delhi - 110019
IFSC Code	ICIC0004180
Account Number	418005001555

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.

9.2 **Eligible Investors should refer to the Operational Guidelines**

The details of the Issue shall be entered on the EBP Platform by the Issuer in accordance with the EBP Requirements and the operational guidelines of the relevant EBP. 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 EBP Platform.

9.3 **Application Procedure**

The Issue will be open for subscription during the banking hours on each day during the period covered by the Issue Schedule, and the procedure will be subject to the EBP Requirements. Where an Eligible Investor (as defined below) is participating/bidding on the EBP Platform through an arranger or a custodian, such Eligible Investor must follow, and must ensure that the arranger or a custodian representing it, follows, the procedure and the bidding threshold requirements prescribed under the EBP Requirements.

Potential Investors may also be invited to subscribe by way of the Application Form prescribed in this Key Information Document during the period between the Issue Opening Date and the Issue Closing Date (both dates inclusive). The Issuer reserves the right to change the issue schedule including the Deemed Date of Allotment at its sole discretion, without giving any reasons.

9.4 **Fictitious Applications**

All fictitious applications will be rejected. Each Eligible Investor shall provide a confirmation to the EBP that it is not using any software, algorithm, "Bots" or other automation tools, which would give unfair access for placing bids on the EBP Platform.

9.5 **Basis of Allotment**

Notwithstanding anything stated elsewhere, the Issuer reserves the right to accept or reject any application, in part or in full, without assigning any reason. The allotment and settlement amount for the bidders shall be determined in accordance with the EBP Requirements and the operational guidelines issued by the relevant EBP. The bids for the purposes allotment and settlement shall be arranged on a "price time priority" basis in accordance with the EBP Requirements. If two or more bids made by Eligible Investors have the same coupon/ price/spread and time, then allotment shall be done on a "pro rata" basis. The investors will be required to remit the funds in the account of the ICCL as well as submit the duly completed Application Form along with other necessary documents to the Issuer by the Deemed Date of Allotment.

If so required by the Issuer, within 1 (one) Business Day of completion of the allotment, to enable the Issuer to comply with the requirements applicable to it under the EBP Requirements, successful Applicants shall provide the following details (in the form specified below) to the Issuer:

Details of Investors to whom allotment has been made			
Name	**QIB/ Non-QIB**	**Category i.e. Scheduled Commercial Banks, MF, Insurance Company, Pension Fund, Provident Fund, FPI, PFI, Corporate, Others**	**Amount invested (in Rs. Crore)**

9.6 **Payment Instructions**

The Application Form should be submitted directly. The issue price of INR 10,000 (Indian Rupees Ten Thousand) per Debenture is payable along with the making of an application. Applicants can remit the application amount on the Pay-in Date in the account of ICCL mentioned under Section 9.1 above.

9.7 **Eligible Investors**

As prescribed in the EBP Requirements, "Qualified Institutional Buyers" or "QIBs" (as defined in the EBP Requirements) and non-QIBs authorized by an issuer to participate on an issuer on the EBP Platform are eligible participants (i.e., bidders) on an EBP Platform to participate in a

particular issue on the EBP Platform. In furtherance of the above, to the extent applicable, the following categories of Investors ("**Eligible Investors**"), when specifically approached, and identified upfront by the Issuer, shall be eligible to apply for this private placement of Debentures subject to fulfilling their respective investment norms/rules and compliance with laws applicable to them and by completing the participation/nodding requirements prescribed for the EBP Platform.

By participating/bidding in the EBP Platform, each Eligible Investor represents and confirms that it has completed all enrollment and "know-your-customer" verification and other requirements prescribed under the EBP Requirements in the manner prescribed in the EBP Requirements. Where an Eligible Investor (as defined below) is participating/bidding on the EBP Platform through an arranger or a custodian, such Eligible Investor must follow, and must ensure that the arranger or a custodian representing it, follows, the procedure and the bidding threshold requirements prescribed under the EBP Requirements.

Investors, who are registered on the EBP Platform and are eligible to make bids for the Debentures of the Issuer and to whom allocation is to be made by Issuer pursuant to selection under the electronic book mechanism for issuance of securities on private placement basis in terms of the EBP Requirements and the Electronic Book Providers shall be considered as "identified persons" for the purposes of Section 42(2) of the Companies Act, 2013, to whom the Issuer shall make private placement of the Debentures and only such "identified persons" shall receive a direct communication from the Issuer with offer to subscribe to the Debentures and only such "identified persons" shall be entitled to subscribe to the Debentures.

Additionally, those arrangers/brokers/intermediaries etc. (as per the defined limits under the EBP Requirements) specifically mapped by the Issuer on the EBP Platform are also eligible to bid/apply/invest for this Issue.

All Eligible Investors are required to check and comply with Applicable Law(s) including the relevant rules / regulations / guidelines applicable to them for investing in this Issue of Debentures. The Issuer, is not in any way, directly or indirectly, responsible for any statutory or regulatory breaches by any investor, nor is the Issuer required to check or confirm the above.

Hosting of this Debt Disclosure Documents on the website of the BSE/EBP should not be construed as an offer or an invitation to offer to subscribe to the Debentures and the Debt Disclosure Documents has been hosted only as this is stipulated under the SEBI Debt Listing Regulations read with the EBP Requirements. Eligible Investors should check their eligibility before making any investment.

All Eligible Investors are required to comply with the relevant regulations/guidelines applicable to them for investing in this issue of Debentures.

Note: Participation by potential 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.

9.8 **Post-Allocation Disclosures by the EBP**

Upon final allocation by the Issuer, the Issuer shall disclose the relevant details (such as Issue Size, coupon rate, ISIN, number of successful bidders, category of the successful bidder(s), etc.), in accordance with the EBP Requirements and the operational guidelines of the relevant EBP. The EBP shall upload such data, as provided by the Issuer, on its website to make it available to the public.

9.9 **Tax Deductions**

(a) All payments to be made by the Issuer to the Debenture Holders under the transaction documents shall be made free and clear of and without any Tax Deduction unless the Issuer is required to make a Tax Deduction pursuant to Applicable Law.

(b) The Issuer shall promptly upon becoming aware that it must make a Tax Deduction (or that there is any change in the rate or the basis of a Tax Deduction) notify the Debenture Trustee accordingly.

(c) If the Issuer is required to make a Tax Deduction, it shall make that Tax Deduction and any payment required in connection with that Tax Deduction within the time period prescribed under Applicable Law and in the minimum amount required by Applicable Law.

(d) Within the earlier of (i) 60 (sixty) days of making either a Tax Deduction or any payment required in connection with that Tax Deduction or (ii) 60 (sixty) days of each Due Date, the Issuer shall deliver to the Debenture Trustee evidence reasonably satisfactory to the Debenture Trustee that the Tax Deduction has been made or (as applicable) any appropriate payment paid to the relevant taxing authority.

9.10 **Provisions of the Transaction Documents**

The provisions contained in this KID shall be read together with the provisions contained in the transaction documents, and any other agreement entered into among the Issuer, the Debenture Holders, and/or the Debenture Trustee. In case of any inconsistency between the provisions contained in this KID or the DTD, the provisions contained in the DTD shall prevail.

SECTION 10: DECLARATION

A. The Issuer 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 made thereunder do not imply that payment of dividend or interest or repayment of the Debentures, 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 Key Information Document.

D. The Issuer has complied with, and nothing in the Key Information Document is contrary to, the provisions of Companies Act, 2013, the Securities Contracts (Regulation) Act, 1956 and the Securities and Exchange Board of India Act, 1992, and the rules and regulations made thereunder.

E. The contents of the document have been perused by the board of directors of the Issuer, and the final and ultimate responsibility of the contents mentioned herein shall also lie with the board of directors of the Issuer.

I am authorized by the board of directors of the Issuer *vide* resolution dated March 28, 2026 read with the resolution dated July 21, 2026 of the Finance Committee of the Issuer, to sign this Key Information Document 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 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 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 Key Information Document.

The Issuer declares that all the relevant provisions in the regulations/guideline issued by SEBI and other applicable laws have been complied with and no statement made in this Key Information Document is contrary to the provisions of the regulations/guidelines issued by SEBI and other applicable laws, as the case may be. The information contained in this Key Information Document is as applicable to privately placed debt securities and subject to the information available with the Issuer. The extent of disclosures made in this Key Information Document is consistent with disclosures permitted by regulatory authorities to the issue of securities made by the companies in the past.

For UNIFINZ CAPITAL INDIA LIMITED

On behalf of the Issuer:

VIJAY KUMAR SINGH
Digitally signed by VIJAY KUMAR SINGH
Date: 2026.07.28 13:51:22 +05'30'

Name: Mr. Vijay Kumar Singh
Designation: Chief Financial Officer
Date: July 23, 2026
Place: New Delhi, India

On behalf of the Issuer:

RITU TOMAR
Digitally signed by RITU TOMAR
Date: 2026.07.28 13:52:04 +05'30'

Name: Ms. Ritu Tomar
Designation: Company Secretary / Compliance Officer
Date: July 23, 2026
Place: New Delhi, India

ANNEXURE I: RATING LETTER, RATING RATIONALE AND DETAILED PRESS RELEASE FROM THE RATING AGENCY

Attached separately

ANNEXURE II: CONSENT LETTERS FROM THE DEBENTURE TRUSTEE, MERCHANT BANKER AND REGISTRAR AND COPY OF THE DEBENTURE TRUSTEE AGREEMENT

Debenture Trustee:

Attached separately.

Merchant Banker:

Attached separately.

Registrar:

Attached separately.

Debenture Trustee Agreement

QR Code:

ANNEXURE III: APPLICATION FORM

UNIFINZ CAPITAL INDIA LIMITED
A public limited company incorporated under the Companies Act, 1956
Date of Incorporation: June 2, 1982
Registered Office: 5th Floor, Rajlok building, 24, Nehru Place, Nehru Place, South Delhi, New Delhi - 110019, India
Telephone No.: +91-11-49953454
Website: https://www.unifinz.in/

DEBENTURES APPLICATION FORM SERIAL NO.									

ISSUE OF UP TO 50,000 (FIFTY THOUSAND) LISTED, RATED, SENIOR, SECURED, TAXABLE, TRANSFERABLE, REDEEMABLE NON-CONVERTIBLE DEBENTURES DENOMINATED IN INDIAN RUPEES ("INR"), EACH HAVING A FACE VALUE OF INR 10,000 (INDIAN RUPEES TEN THOUSAND) AND AN AGGREGATE NOMINAL VALUE OF INR 50,00,00,000 (INDIAN RUPEES FIFTY CRORE) INCLUDING A GREEN SHOE OPTION OF UP TO 25,000 (TWENTY FIVE 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 25,00,00,000 (INDIAN RUPEES TWENTY FIVE CRORE) ("DEBENTURES" OR "NCDs"), ON A PRIVATE PLACEMENT BASIS (THE "ISSUE").

It is hereby clarified that the base issue size for the present issuance of Debentures is 25,000 (twenty five 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 25,00,00,000 (Indian Rupees Twenty Five Crore).

DEBENTURES APPLIED FOR:

Number of Debentures: _____In words: _____only
Amount INR _____/- In words
Rupees:_____only

DETAILS OF PAYMENT:

Cheque / Demand Draft / RTGS
No. _____ Drawn on_____

Funds transferred to the account specified in "Instructions" below on _____

Total Amount Enclosed
(In Figures) INR _____/- (In words) _____Only

APPLICANT'S NAME IN FULL (CAPITALS) **SPECIMEN SIGNATURE**

APPLICANT'S ADDRESS

ADDRESS	
STREET	
CITY	

PIN		**PHONE**		**FAX**	

APPLICANT'S PAN/GIR NO. _____ IT CIRCLE/WARD/DISTRICT ____

WE ARE ( ) COMPANY ( ) OTHERS (Please specify) _____
We have read and understood the terms and conditions of the issue of Debentures including the risk factors described in the general information document dated February 12, 2026, the enclosed key information document and the private placement offer cum application letter of the same date, each issued by the Issuer (collectively, the "**Debt Disclosure Documents**") and have considered these in making our decision to apply. We bind ourselves to the terms and conditions of the Debt Disclosure Documents and wish to apply for allotment of the Debentures. We request you to please place our name(s) on the register of holders.

Name of the Authorised Signatory(ies)	Designation	Signature

_____
Applicant's Signature

We the undersigned, are agreeable to holding the Debentures of the Issuer in dematerialised form. Details of my/our Beneficial Owner Account are given below:

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 Debt Disclosure Documents is provided by the Issuer. 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 Issuer 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.**									

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(s) of ICCL by way of an electronic transfer, in accordance with the terms of the EBP Requirements:

Name of Bank	HDFC BANK
IFSC Code	HDFC0000060
Account number	ICCLEB
Name of beneficiary	INDIAN CLEARING CORPORATION LIMITED

Name of Bank	ICICI Bank Ltd.
IFSC Code	ICIC0000106
Account number	ICCLEB
Name of beneficiary	INDIAN CLEARING CORPORATION LTD

The Issuer 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 Issuer is unable to allot securities.

4. Outstation Cheques, Cash, Money Orders, Postal Orders and Stock Invest shall not be accepted.

5. Receipt of applicants will be acknowledged by the Issuer in the "Acknowledgement Slip" appearing below the application form. No separate receipt will be issued.

6. 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.

7. The application would be accepted as per the terms of the Debentures outlined in the transaction documents for the private placement.

ANNEXURE IV: ILLUSTRATION OF BOND CASH FLOWS

Illustration of Bond Cash Flows	
Name of the Issuer	Unifinz Capital India Limited
Face Value (per security)	INR 10,000 (Indian Rupees Ten Thousand)
Issue Date / Date of Allotment	July 28, 2026
Date of Redemption	January 28, 2028
Tenure	18 (eighteen) months from the Deemed Date of Allotment
Coupon Rate	12% (twelve percent) per annum (fixed) payable monthly and on redemption of the Debentures.
Frequency of the Coupon Payment with specified dates	Monthly and on the Final Redemption Date. Please refer below.
Day count convention	Actual/Actual

INTEREST PAYMENT AND REDEMPTION SCHEDULE
(WHERE PUT OPTION IS NOT EXERCISED)

Interest Payment Schedule

CASH FLOWS	DATE FOR COUPON/ REDEMPTION BECOMING DUE	NUMBER OF DAYS	INTEREST AMOUNT PER DEBENTURE (IN RUPEES)
1st Coupon	01-09-2026	35	115.07
2nd Coupon	01-10-2026	30	98.63
3rd Coupon	01-11-2026	31	101.92
4th Coupon	01-12-2026	30	98.63
5th Coupon	01-01-2027	31	101.92
6th Coupon	01-02-2027	31	101.92
7th Coupon	01-03-2027	28	92.05
8th Coupon	01-04-2027	31	101.92
9th Coupon	01-05-2027	30	98.63
10th Coupon	01-06-2027	31	101.92
11th Coupon	01-07-2027	30	98.63
12th Coupon	01-08-2027	31	101.92
13th Coupon	01-09-2027	31	101.92
14th Coupon	01-10-2027	30	98.63
15th Coupon	01-11-2027	31	101.92
16th Coupon	01-12-2027	30	98.63
17th Coupon	01-01-2028	31	101.64
18th Coupon	28-01-2028	27	88.52

Redemption Schedule

CASH FLOWS	DAY AND DATE FOR COUPON/ REDEMPTION BECOMING DUE	NUMBER OF DAYS	PRINCIPAL AMOUNT PER DEBENTURE (IN RUPEES)
Principal Amounts	28-01-2028	549	10,000

ANNEXURE V: DUE DILIGENCE CERTIFICATES

1. Due diligence certificate as per the format specified in the SEBI Debenture Trustees Master Circular:

Enclosed.

2. Due diligence certificate as per the format specified in the SEBI Debt Listing Regulations:

Enclosed.

ANNEXURE VI: DISCLOSURES PURSUANT TO THE SEBI DEBENTURE TRUSTEES MASTER CIRCULAR

(a) **Details of assets, movable property and immovable property on which charge is proposed to be created**

Movable assets comprising the receivables arising, *inter alia*, out of certain identified book debts/loans of the Issuer.

(b) **Title deeds (original/ certified true copy by issuers/ certified true copy by existing charge holders, as available) or title reports issued by a legal counsel/ advocates, copies of the relevant agreements/ Memorandum of Understanding**

No title deeds are applicable or available for movable assets of the Issuer set out above over which security is proposed to be created by the Issuer.

(c) **Copy of evidence of registration with Sub-registrar, Registrar of Companies, Central Registry of Securitization Asset Reconstruction and Security Interest (CERSAI) etc.**

The charge created over the movable assets set out in (a) above will be reported to the relevant registrar of companies and the Central Registry of Securitisation Asset Reconstruction and Security Interest (CERSAI) within the timelines prescribed under Applicable Law. As the charge is being created over movable assets, no filings are required to be made with the any sub-registrar.

(d) **For unencumbered assets, an undertaking that the assets on which charge is proposed to be created are free from any encumbrances**

The Issuer hereby undertakes that the assets on which charge is proposed to be created as security for the Debentures are free from any encumbrances.

(e) **For encumbered assets, on which charge is proposed to be created, the following consents along-with their validity as on date of their submission:**

(i) **Details of existing charge over the assets along with details of charge holders, value/ amount, copy of evidence of registration with Sub-registrar, Registrar of Companies, CERSAI, Information Utility (IU) registered with Insolvency and Bankruptcy Board of India (IBBI) etc. as applicable:** Not applicable.

(ii) **Consent/ No-objection certificate (NOC) from existing charge holders for further creation of charge on the assets or relevant transaction documents wherein existing charge holders have given conditional consent/ permission to the Issuer to create further charge on the assets, along-with terms of such conditional consent/ permission, if any:** Not applicable.

(iii) **Consent/ NOC from existing unsecured lenders, in case, negative lien is created by Issuer in favour of unsecured lenders:** Not applicable.

(f) **In case of personal guarantee or any other document/ letter with similar intent is offered as security or a part of security:**

(i) **Details of guarantor viz. relationship with the Issuer**: Not applicable.

(ii) **Net worth statement (not older than 6 months from the date of debenture trustee agreement) certified by a chartered accountant of the guarantor**: Not applicable.

(iii) **List of assets of the guarantor including undertakings/ consent/ NOC as per para 2.1(b) and 2.1(c) of Chapter II of the SEBI Debenture Trustees Master Circular**: Not applicable.

(iv) **Conditions of invocation of guarantee including details of put options or any other terms and conditions which may impact the security created:** Not applicable.

(v) **List of previously entered agreements for providing guarantee to any other person along with an undertaking that there are no agreements other than those provided in the list, if any**: Not applicable.

(g) **In case of corporate guarantee or any other document/ letter with similar intent is offered as security or a part of security:**

(i) **Details of guarantor viz. holding/ subsidiary/ associate company etc**: Not applicable.

(ii) **Audited financial statements (not older than 6 months from the date of debenture trustee agreement) of guarantor including details of all contingent liabilities**: Not applicable.

(iii) **List of assets of the guarantor along-with undertakings/consent/NOC as per para 2.1(b) and 2.1(c) of Chapter II of the SEBI Debenture Trustees Master Circular**: Not applicable.

(iv) **Conditions of invocation of guarantee including details of put options or any other terms and conditions which may impact the security created:** Not applicable.

(v) **Impact on the security in case of restructuring activity of the guarantor:** Not applicable.

(vi) **Undertaking by the guarantor that the guarantee shall be disclosed as "contingent liability" in the "notes to accounts" of financial statement of the guarantor:** Not applicable.

(vii) **Copy of Board resolution of the guarantor for the guarantee provided in respect of the debt securities of the Issuer:** Not applicable.

(viii) **List of previously entered agreements for providing guarantee to any other person along with an undertaking that there are no agreements other than those provided in the list, if any**: Not applicable.

(h) **In case of any other contractual comforts/ credit enhancements provided for or on behalf of the issuer, it shall be required to be legal, valid and enforceable at all times, as affirmed by the issuer. In all other respects, it shall be dealt with as specified above with respect to guarantees**: Not applicable.

(i) **In case securities (equity shares etc.) are being offered as security then a holding statement from the depository participant along-with an undertaking that these securities shall be pledged in favour of debenture trustee(s) in the depository system:** Not applicable.

(j) **Details of any other form of security being offered viz. Debt Service Reserve Account etc.**: Please refer the sub-section named "*Description regarding Security (where applicable) including type of security (movable/immovable/tangible etc.), type of charge (pledge/ hypothecation/ mortgage etc.), date of creation of security/ likely date of creation of security, minimum security cover, revaluation, replacement of security, interest to the debenture holder over and above the coupon rate as specified in the Trust Deed and disclosed in the Key Information Document*" in Section 8.1 (*Summary Terms*) of this Key Information Document.

(k) **Any other information, documents or records required by debenture trustee with regard to creation of security and perfection of security**: Not applicable.

(l) **Declaration**: The Issuer declares that 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.

(m) **Terms and conditions of debenture trustee agreement including fees charged by debenture trustees(s)**: Please refer the consent letter of the Debenture Trustee for terms and conditions of the appointment of the Debenture Trustee and fee of the Debenture Trustee.

(n) **Details of security to be created**: Please refer the sub-section named "*Description regarding Security (where applicable) including type of security (movable/immovable/tangible etc.), type of charge (pledge/ hypothecation/ mortgage etc.), date of creation of security/ likely date of creation of security, minimum security cover, revaluation, replacement of security, interest to the debenture holder over and above the coupon rate as specified in the Trust Deed and disclosed in the Key Information Document*" in Section 8.1 (*Summary Terms*) of this Key Information Document.

(o) **Process of due diligence carried out by the debenture trustee under the SEBI Debenture Trustees Master Circular**: The Debenture Trustee has carried out due diligence in accordance with the manner prescribed in the SEBI Debenture Trustees Master Circular. The due diligence broadly includes the following:

(i) A chartered accountant appointed by the Debenture Trustee will be conducting an independent due diligence as per scope provided by the Debenture Trustee and the information provided by the Issuer in respect of the security being provided by the Issuer in respect of the Debentures.

(ii) The chartered accountant will verify and ensure that the assets provided by the Issuer for creation of security are free from any encumbrances or necessary permission or consent has been obtained from existing charge holders.

(iii) Periodical due diligence will be carried out by the Debenture Trustee in accordance with the Debenture Trustees Regulations and the relevant circulars issued by SEBI from time to time (including the SEBI Debenture Trustees Master Circular) as per the nature of security provided by the Issuer in respect of the Debentures.

(iv) The Debenture Trustee will issue such necessary certificate(s) in relation to the due diligence carried out by it and such certificate(s) will be available on Stock Exchanges from time to time for information of the Debenture Holders.

Even though the Debentures are to be secured to the extent of at least 100% of the principal and interest amount or as per the terms of this Key Information Document, in favor of the Debenture Trustee, the recovery of 100% of the amount shall depend on the market scenario prevalent at the time of enforcement of the security.

(v) Due diligence will be carried out for maintenance of the prescribed security cover depending on information provided by the Issuer and the chartered accountant appointed by the Debenture Trustee or the Debenture Trustee will not be responsible for misinformation provided by Issuer.

(p) **Due diligence certificates as per the format specified in the Debenture Trustees Master Circular and the Debt Listing Regulations**: Enclosed as Annexure V. The due diligence certificates will be submitted to BSE along with the Key Information Document.

ANNEXURE VII: BOARD RESOLUTIONS AND COMMITTEE RESOLUTION

Board resolution:

Attached separately.

Committee resolution:

Attached separately.

ANNEXURE VIII: SHAREHOLDERS' RESOLUTIONS

Attached separately.

ANNEXURE IX: FORM NO. PAS-4 - PRIVATE PLACEMENT OFFER CUM APPLICATION LETTER

Attached separately.

ANNEXURE X: IN-PRINCIPLE APPROVAL FROM BSE

DCS/COMP/BB/IP-PPDI/220/25-26 February 16, 2026

UNIFINZ CAPITAL INDIA LIMITED
5th Floor, Rajlok building, 24, Nehru Place,
Nehru Place, South Delhi, New Delhi - 110019
Dear Sir/Madam

Re: Private Placement of non-convertible debentures (including (i) senior secured, (ii) unsecured, (iii) subordinated, (iv) senior unsecured, (v) market linked debentures, (vi) non-convertible debentures to be issued or redeemed at a premium/discount, and/or (vii) any others (as may be determined) in one or more tranches/series (each such tranche shall hereinafter be referred as "Debentures" or "NCDs") on a private placement basis each having a face value of INR 1,00,000 (Indian Rupees One Lakh) or INR 10,000 (Indian Rupees Ten Thousand) and Commercial Paper under GID Number: GID/UCIL/2025-26/01 Dated February 12, 2026

We acknowledge receipt of your application on the online portal on February 12, 2026, seeking In-principle approval for issue of captioned security. In this regard, the Exchange is pleased to grant in-principle approval for listing of captioned security subject to fulfilling the following conditions at the time of seeking listing:

1. Filing of listing application.

2. Payment of fees as may be prescribed from time to time.

3. Compliance with SEBI (Issue and Listing of Non-Convertible Securities) Regulations, 2021 read with SEBI Circular No SEBI/HO/DDHS/P/CIR/2021/613 dated August 10, 2021 and circulars issued thereunder and also Compliance with provisions of Companies Act 2013.

4. Receipt of Statutory & other approvals & compliance of guidelines issued by the statutory authorities including SEBI, RBI, DCA etc. as may be applicable.

5. Compliance with change in the guidelines, regulations, directions, circulars of the Exchange, SEBI or any other statutory authorities, documentary requirements from time to time.

6. Compliance with below mentioned circular dated June 10, 2020 issued by BSE before opening of the issue to the investors.:
https://www.bseindia.com/markets/MarketInfo/DispNewNoticesCirculars.aspx?page=20200610-31

7. Issuers, for whom use of EBP is not mandatory, specific attention is drawn towards compliance with Chapter XV of SEBI Circular No SEBI/HO/DDHS/P/CIR/2021/613 dated August 10, 2021 and BSE Circular No 20210519-29 dated May 19, 2021. Accordingly, Issuers of privately placed debt securities in terms of SEBI (Issue and Listing of Non-Convertible Securities) Regulations, 2021 or ILDM Regulations for whom accessing the electronic book platform (EBP) is not mandatory shall upload details of the issue with any one of the EBPs within one working day of such issuance. The details can be uploaded using the following links Electronic Issuance - Bombay Stock Exchange Limited (bseindia.com).

8. It is advised that Face Value of NCDs issue through private placement basis should be kept as per Chapter V of SEBI Circular No SEBI/HO/DDHS/P/CIR/2021/613 dated August 10, 2021

9. ***Issuers are hereby advised to comply with signing of agreements with both the depositories as per Regulation 7 of SEBI (Issue and Listing of Non-Convertible Securities) Regulations, 2021 read with SEBI Circular No SEBI/HO/DDHS/P/CIR/2021/613 dated August 10, 2021.***

10. Company is further requested to comply with SEBI Circular SEBI/HO/DDHS/DDHS-RACPOD1/CIR/P/2023/56 dated April 13, 2023, (if applicable) read along with BSE Circular *https://www.bseindia.com/markets/MarketInfo/DispNewNoticesCirculars.aspx?page=20230428-18* ***and ensure compliance of the same.***

This In-Principle Approval is valid for a period of 1 year from the date of issue of this letter or period of 1 year from the date of opening of the first offer of debt securities under the General information Document, which ever applicable. The Exchange reserves its right to withdraw its in-principle approval at any later stage if the information submitted to the Exchange is found to be incomplete/ incorrect/misleading/false or for any contravention of Rules, Bye-laws and Regulations of the Exchange, SEBI (Issue and Listing of Non-Convertible Securities) Regulations, 2021 read with SEBI Circular No SEBI/HO/DDHS/P/CIR/2021/613 dated August 10, 2021 and circulars issued thereunder, SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015, Guidelines/Regulations issued by the statutory authorities etc. Further, it is subject to payment of all applicable charges levied by the Exchange for usage of any system, software or similar such facilities provided by BSE which the Company shall avail to process the application of securities for which approval is given vide this letter.

Yours faithfully,
For BSE Limited

Nitinkumar Pujari
Assistant Vice President

Akshay Arolkar
Manager

ANNEXURE XI: AUDITED FINANCIAL STATEMENTS FOR MARCH 31, 2026

The audited financial statements of the Issuer for the Financial Year ended March 31, 2026 is attached separately.

ANNEXURE XII: SPECIFIC DISCLOSURES REQUIRED FROM NBFCs**

** The information under this Annexure XII has been provided in accordance with the audited financial statements of the Issuer for the Financial Year ended March 31, 2026.

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

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

Origination Framework

The origination framework covers sourcing, underwriting, sanctioning, and onboarding of customers with disbursal of unsecured personal loans. The loan origination process is entirely digital from application to the loan disbursal without any physical documentation or physical verification or customer interaction. Being completely digital, the NBFC is also categorised as a Digital Lending NBFC. The company runs digital marketing campaigns and SEO programmes wherein customer with targeted demographics are able to see our ads mentioning our loan products with feature and link to apply on all the popular social media platforms like Meta, Google and other websites and mobile applications. Interested customers apply online via our web application or downloading our mobile application. Customer needs to provide his demographic details, verify his KYC and Income and finally run past through the embedded fraud and bureau controls to successfully complete the application. Every completed application is then scrutinised through the credit decisioning engine and eligible customers are made a loan offer on instant real-time basis. Thereafter customer needs to accept the offer, digitally sign the loan agreement and also digitally register EMI Mandate before the loan money can be real-time credited to his bank account. For existing customers, company runs various targeted campaign via communication channels like SMS, WhatsApp and e-mailers. Company also spends regularly on various search optimisation programmes to attract and onboard customers organically. Every customer is assessed independently for its risk profile and offered loan pricing and loan tenure accordingly.

Risk Management Framework

The risk management architecture spans credit, fraud, operational, behavioural, and portfolio risk controls. Credit risk is managed through score-based eligibility cut-offs, DPD intensity filters, overdue credit line checks, and FOIR caps differentiated by income bands and gender. Add-on FOIR adjustments apply based on bureau band, employer type, city type, product type, and prior repayment behaviour. Repeat customers are subject to dynamic tenure and ROI adjustments along with pricing discounts/ incentives for timely repayment.

Fraud and operational risk controls include multiple Dedupe checks on Mobile No., Email, PAN, Mobile Device ID, IP Address, Employer etc. Further, there are automated controls on Aadhaar-PAN seeding, Selfie Liveliness, Age, Location, Face-match, Name-match, Work-Email validity and authentication, Bank Statement Analyser, Account Aggregator, Multi-Credit Bureaus, Portfolio-level controls cap city exposure at 15%, self-employed exposure at 10%, and no-income-verification pools at 10%, ensuring diversification and concentration management.

Monitoring Framework

Monitoring spans the entire repayment lifecycle, beginning with automated eNACH status updates on the due date and SMS alerts for bounce cases. Pre-delinquency reminders commence five days before the due date via Voice Bot, WhatsApp, SMS, and app notifications and after the due dates, accounts are allocated to tele-collections team for follow-up. A large array of detailed daily/ weekly/ monthly reports are automated through the Loan Management System (LMS) and Business Intelligence (BI) tools. Such Reports are then reviewed on daily which forms the core architecture of the company's monitoring framework.

Collection Framework

Company maintains inhouse as well as outsourced model for tele-collections with offices pan India. recovery of overdue EMI, mandate return charges, and default interest, with immediate removal upon cure. Where customers fail to repay after prolonged followups, the subject loan account is allocated to legal recovery team for collection

Collections follow a calibrated escalation strategy prioritizing digital self-cure through the mobile app and website, offering multiple payment modes including UPI, net banking, cards, wallets, and bank transfers. Tele-

collections serve as the primary recovery channel, focusing on negotiation, PTP commitments, counselling on credit bureau implications, and amicable resolution, with litigation as a last resort.

Where repayment is not received with 30 days after EMI Mandate bounce, company initiates Legal proceeding against customer u/s 138 IPC

(e) Classification of Loans given to associate or entities/persons related to Board, Senior management, promoters, others etc.:

Please refer Section 5.26 (*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*).

(f) Classification of loans 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.:

Please refer to paragraph (J) below of this table below.

(g) **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 (March 31, 2026);**

(in INR)

Sr. No.	Name of the Borrower	Total Sanctioned Amount	Disbursed Loan Amount	Principal Outstanding Amount
1	ARUNAV KOL	2,47,600	2,47,600	2,47,600
2	KALYANA CHAKRAVARTHY SISTA	2,44,900	2,44,900	2,44,900
3	SIDDANTH HANDOO	2,44,900	2,44,900	2,44,900
4	ANJAN KUMAR PANI	2,41,900	2,41,900	2,41,900
5	DIVYANK GUPTA	2,35,500	2,35,500	2,35,500
6	SALIK JIDDA	2,69,100	2,69,100	2,28,529
7	RAMPRASAD KULKARNI	2,25,500	2,25,500	2,25,500
8	MANISHKUMAR PRAKASH CHAND JAIN	2,24,500	2,24,500	2,24,500
9	VIVEK RAWAL	2,24,000	2,24,000	2,24,000
10	HARIBABU GITTI	2,23,900	2,23,900	2,23,900
11	JAISHANKAR JAYASEELAN	2,20,800	2,20,800	2,20,800
12	MANOJ CHANDWANI	2,19,900	2,19,900	2,19,900
13	DANIEL DEEN DAYAL KADIMI	2,19,600	2,19,600	2,19,600
14	GAURAV DILIP PALKAR	2,18,400	2,18,400	2,18,400
15	JAGADISH M BILURKAR	2,17,700	2,17,700	2,17,700
16	SANYAM PRIYA	2,17,700	2,17,700	2,17,700
17	VENKATA JAYACHANDRA SHASTRY CHIRRAVURI	2,17,700	2,17,700	2,17,700
18	SRIKANTH GUNDA	2,17,700	2,17,700	2,17,700
19	GAURAV DANGE	2,17,700	2,17,700	2,17,700
20	KALAIMANI MANUJ	2,17,700	2,17,700	2,17,700

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

Please refer to paragraph (K) of this table below.

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:

(a) A portfolio summary with regard to industries/ sectors to which borrowings have been made:

Please refer to paragraph (J) in this table below including sub-paragraph (c) therein.

(b) 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:

Sr. No.	Particulars	As at March 31, 2024	As at March 31, 2025	As at March 31, 2026
(i)	**Net NPAs* to net advances (%)**			
	* Computed basis the Gross carrying amount of advances	17.54%	0.51%	0.00%
(ii)	**Movement of NPAs (gross)**			
(a)	Opening balance	**2.28**	**11.15**	**1.25**
(b)	Additions during the year	8.86	-9.89	-1.25
(c)	Reductions during the year			
(d)	**Closing balance**	**11.15**	**1.25**	**-**
(iii)	**Movement of net NPAs**			
(a)	Opening balance	**1.34**	**5.95**	**0.48**
(b)	Additions during the year	4.61	-5.48	-0.48
(c)	Reductions during the year			
(d)	**Closing balance**	**5.95**	**0.48**	**-**
(iv)	**Movement of provisions for NPAs (excluding provision on standard assets)**			
(a)	Opening Balance	**0.95**	**5.19**	**0.78**
(b)	Additions during the year	4.25	-4.42	-0.78
(c)	Write off/ write back of excess provision			
(d)	**Closing balance**	**5.19**	**0.78**	**-**

(INR in Crore)

(c) Quantum and percentage of secured vis-à-vis unsecured borrowings made; and

Particulars	As on March 31, 2026 (INR Crore)	% of AUM
Secured	295.10	100.00%
Unsecured	0.00	0%
TOTAL Borrowing o/s	**295.10**	**100%**

C. Details of change in shareholding

(a) Any change in promoters' holdings in NBFC during the last financial year beyond the threshold, as prescribed by RBI:

Not Applicable

D. Disclosure of Assets Under Management

(a) Segment wise breakup:

Please refer to paragraph (J) in this table below.

(b) Type of Loans

Please refer to paragraph (J) in this table below.

E. Details of borrowers

(a) Geographical location wise

Please refer to sub-paragraph (e) of paragraph (J) in this table below.

F. Details of Gross NPA

(a) Segment wise:

Please refer to sub-paragraph (c) of paragraph (K) in this table below.

G. Details of Assets and Liabilities

(a) Residual maturity profile wise into several bucket:

Please refer to paragraph (L) in this table below.

H. Additional details of loans made by housing finance company

As the Issuer is not a housing finance company, this is not applicable.

I. Disclosure of latest ALM statements to stock exchange:

Please refer to Annexure XIII of this Key Information Document.

J. Classification of loans/ advances given according to

(a) Type of Loans:

Details of types of loans

As on Mar-26

Sl. No.	Types of loans	INR in Crore
1	Secured	0
2	Unsecured	492.85
	Total assets under management (AUM)^^	492.85

**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

(b) Denomination of loans outstanding by loan-to-value:

Details of LTV -

Sl. No.	LTV on EIL Portfolio (at the time of origination)	Percentage of AUM
1	Upto 40%	N.A.
2	40-50%	N.A.
3	50-60%	N.A.
4	60-70%	N.A.
5	70-80%	N.A.
7	80-90%	N.A.
8	>90%	N.A.
	Total	N.A.

**LTV is calculated only for EIL portfolio which forms part of small percentage of the total AUM.*

(c) Sector Exposure

Details of sectoral exposure

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

(d) Denomination of loans outstanding by ticket size *:

Details of outstanding loans category wise

S. No.	Ticket size (at the time of origination)	Percentage of AUM
1.	Upto 25k	26.29%
2.	>25k-50k	38.03%
3.	>50k-80k	21.21%
4.	>80k-100k	6.38%
5.	>100k-150k	4.40%
6.	>150k-250k	3.69%
	Total	**100%**

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

(e) Geographical classification of borrowers:

Top 5 states borrower wise

S. No.	Top 5 states	Percentage of AUM
1	MAHARASHTRA	18.32%
2	KARNATAKA	14.56%
3	TELANGANA	10.52%
4	TAMIL NADU	9.65%
5	DELHI	7.29%
	Total	60.34%

K. Details of loans, overdue and classified as non-performing in accordance with RBI stipulations

(a) Movement of Gross NPA

Movement of gross NPA*	(in INR) (in Crore)
Opening gross NPA	1.25
- Additions/Reductions during the year	-1.25
Closing balance of gross NPA	0.00

Please indicate the gross NPA recognition policy (Day's Past Due): 90+

(b) Movement of provisions for NPA

Movement of provisions for NPA	(in INR) (in Crore)
Opening balance	0.78
- Provisions made during the year	-0.78
- Write-off/ write-back of excess provisions	
Closing balance	0.00

(c) Segment wise gross NPA

Sl. No.	Segment-wise gross NPA	Gross NPA (%)
1	**Retail**	
A	Mortgages (home loans and loans against property)	-
B	Gold loans	-
C	Vehicle finance	-
D	MFI	-
E	MSME	-
F	Capital market funding (loans against shares, margin funding)	-
G	Others- (personal loan)	0.00%
2	**Wholesale**	
A	Infrastructure	-
B	Real estate (including builder loans)	-
C	Promoter funding	-
D	Any other sector (as applicable)	-
E	Others (Education Institution Loan)	-
	Total	-

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

Residual maturity profile of assets and liabilities

INR in Crore

Category	Up to 30/31 days	>1 month - 2 months	>2 months - 3 months	>3 month – - 6 months	>6 months - 1 year	>1 year - 3 years	>3 years - 5 years	> 5 years	Total
Deposit	-	-	-	-	-	-	-	-	-

Advances	255.79	72.83	51.23	6.20	8.57	83.25	-	-	477.87
Investments	-	-	-	-	-	0.06	-	-	0.06
Borrowings	47.01	30.72	28.34	56.12	18.16	94.34	-	-	274.70
FCA*	-	-	-	-	-	-	-	-	-
FCL*	-	-	-	-	-	-	-	-	-

**FCA – Foreign Currency Assets; FCL – Foreign Currency Liabilities;*

M. Details of borrowings granted by issuer

(a) Portfolio Summary of borrowings made by issuer: (As on March 31, 2026)

Segment	No of Loans	(INR in Crore)
Personal Loans	170309	492.85
Total	**170309**	**492.85**

(b) Quantum and percentage of secured vs. unsecured borrowings

Particulars	As on March 31, 2026 (INR in Crore)	% of AUM
Secured	-	-
Unsecured	492.85	100.00%
Total	**492.85**	**100.00%**

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

ANNEXURE XIII: ASSET LIABILITY MANAGEMENT STATEMENTS AS ON MARCH 31, 2026 (AS SUBMITTED WITH THE RBI)

ALM- Mar-26 INR- Rs in cr

Particulars		0 day to 7 days	8 days to 14 days	15 days to 30/31 days (One month)	Over one month and upto 2 months	Over two months and upto 3 months	Over 3 months and upto 6 months	Over 6 months and upto 1 year	Over 1 year and upto 3 years	Over 3 years and upto 5 years	Over 5 years	Total
		X010	X020	X030	X040	X050	X060	X070	X080	X090	X100	X110
A. OUTFLOWS												
1. Capital (i+ii+iii+iv)	Y010	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	4,426.81	4,426.81
2. Reserves & Surplus (i+ii+iii+iv+v+vi+vii+viii+ix+x+xi+xii+xiii+xiii)	Y060	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	11,988.42	11,988.42
6. Borrowings (i+ii+iii+iv+v+vi+vii+viii+ix+x+xi+xii+xiii+xiv)	Y300	2,868.95	772.19	1,060.03	3,071.55	2,834.38	5,612.21	1,816.45	9,434.48	0.00	0.00	27,470.24
7. Current Liabilities & Provisions (a+b+c+d+e+f+g+h)	Y930	1,204.59	649.03	2,079.23	1,572.63	320.84	36.52	257.18	3,142.54	0.00	0.00	9,262.56
8. Statutory Dues	Y1020	214.97	21.50	124.27	0.00	0.00	0.00	0.00	0.00	0.00	0.00	360.74
12. Other Outflows	Y1080	59.96	0.00	0.00	238.48	2.17	6.83	24.60	46.82	45.07	94.65	518.58
A. TOTAL OUTFLOWS (A) (Sum of 1 to 13)	Y1250	4,348.47	1,442.72	3,263.53	4,882.66	3,157.39	5,655.56	2,098.23	12,623.84	45.07	16,509.88	54,027.35
A1. Cumulative Outflows	Y1260	4,348.47	5,791.19	9,054.72	13,937.38	17,094.77	22,750.33	24,848.56	37,472.40	37,517.47	54,027.35	54,027.35
B. INFLOWS												
1. Cash (In 1 to 30/31 day time-bucket)	Y1270	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2. Remittance in Transit	Y1280	1,008.39	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,008.39
3. Balances With Banks	Y1290	2,903.31	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,903.31
4. Investments (i+ii+iii+iv+v)	Y1320	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.83	0.00	0.00	5.83
5. Advances (Performing)	Y1420	10,935.28	5,866.37	8,777.84	7,282.61	5,123.02	620.21	856.66	8,324.57	0.00	0.00	47,786.56
6. Gross Non-Performing Loans (GNPA)	Y1490	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
7. Inflows From Assets On Lease	Y1560	3.53	0.00	0.00	3.53	3.53	10.59	20.07	56.71	39.78	46.43	184.17
8. Fixed Assets (Excluding Assets On Lease)	Y1570	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	122.95	122.95
9. Other Assets:	Y1580	6.63	1.81	76.36	183.27	101.58	162.75	170.56	206.74	0.00	1,106.44	2,016.14
B. TOTAL INFLOWS (B) (Sum of 1 to 11)	Y1810	14,857.14	5,868.18	8,854.20	7,469.41	5,228.13	793.55	1,047.29	8,593.85	39.78	1,275.82	54,027.35
C. Mismatch (B- A)	Y1820	10,508.67	4,425.46	5,590.67	2,586.75	2,070.74	-4,862.01	-1,050.94	-4,029.99	-5.29	-15,234.06	0.00
D. Cumulative Mismatch	Y1830	10,508.67	14,934.13	20,524.80	23,111.55	25,182.29	20,320.28	19,269.34	15,239.35	15,234.06	0.00	0.00
E. Mismatch as % of Total Outflows	Y1840	241.66%	306.74%	171.31%	52.98%	65.58%	-85.97%	-50.09%	-31.92%	-11.74%	-92.27%	0.00%
F. Cumulative Mismatch as % of Cumulative Total Outflows	Y1850	241.66%	257.88%	226.68%	165.82%	147.31%	89.32%	77.55%	40.67%	40.61%	0.00%	0.00%

ANNEXURE XIV: RELATED PARTY TRANSACTIONS AS ON MARCH 31, 2026

39	**Related Party Disclosures:**				
	Related Party Disclosures:				
(A)	Names of related parties and description of relationship as identified and certified by the Company:				
(a)	**Key Management Personnel (KMP)**				
	Name	**Relation**			
	Pawan Kumar Mittal – Cessation w.e.f. 31.10.2025	Director			
	Kiran Mittal – Cessation w.e.f. 01.05.2025	Director			
	Ritu Sharma – Appointment w.e.f. 14.10.2025	Director			
	Manish Aggarwal – Appointment w.e.f. 14.10.2025	Non-Executive Director			
	Vinod Kumar	Independent Director			
	Rishi Kapoor	Independent Director			
	Ankit Singhal	Independent Director			
	Shubh Charn Bansal – Appointment w.e.f. 14.10.2025	Independent Director			
	Bhawna Saunakiya– From 12.08.2025 to 06.10.2025	Independent Director			
	Kaushik Chatterjee	Chief Executive Officer (CEO)			
	Ketna Kumari (Resigned w.e.f 30.04.2024)	Company Secretary			
	Ritu Tomar (Appointment w.e.f. - 21-05-2024)	Company Secretary			
	Ritu Sharma – Cessation w.e.f. 13.10.2025	Chief Financial Officer (CFO)			
	Ritu Tomar – From 12.01.2026 to 06.03.2026	Interim CFO			
	Vijay Kumar Singh - Appointment w.e.f. 07.03.2026	Chief Financial Officer (CFO)			
(b)	**Investor having significant influence**				
	Paaven Bansal	Investor having significant influence			
	Manoj Bansal -w.e.f. 31.12.2024	Close family member of Investor having significant influence			
(c)	**Enterprises owned or significantly influenced by the Key Management Personnel or their Relatives**				
	Dolf Leasing Limited - Cessation w.e.f. 12.03.2026				
	Yourtemplatebox Web Services Private Limited - from 14.10.2025 to 30.03.2026				

(d)	**Enterprises owned or significantly influenced by Investor having significant influence**				
	Grow Money Capital Private Limited - w.e.f. 31.12.2024				
(B)	**Details of transactions with related party in the ordinary course of business for the year ended:**				
(i)	**Particulars**			**For the year ended**	
	A) Transactions during the year:			**March 31, 2026**	**March 31, 2025**
	Director's Sitting Fees paid during the year				
	Ankit Singhal			0.78	0.26
	Rishi Kapoor			5.45	5.45
	Vinod Kumar			5.89	5.23
	Manish Aggarwal			2.62	-
	Subh Charan Bansal			2.62	-
	Bhawna Saunakiya			0.10	-
	Provision for Leave Encashment Expenses*				
	Ritu Sharma			(0.77)	-
	Ritu Tomar			0.17	-
	Kaushik Chatterjee			17.16	-
	Vijay Kumar Singh			0.44	-
	Provision for Gratuity Expenses *				
	Ritu Sharma			(0.50)	-
	Ritu Tomar			0.16	-
	Kaushik Chatterjee			6.99	-
	Loan Repaid				
	Dolf Leasing Limited			5.63	10.00
	Share capital issue				
	Kaushik Chatterjee			-	105.53
	Reimbursement of expenses incurred on behalf of Company during the year				

	Kaushik Chatterjee			-	221.95
	Remuneration to Key Managerial Persons:				
	Kaushik Chatterjee			171.86	114.72
	Ketna Kumari			-	0.55
	Ritu Sharma			6.30	11.75
	Ritu Tomar			12.11	6.56
	Vijay Kumar Singh			8.61	-
	Consultancy to Key Managerial Persons				
	Ritu Sharma			5.58	-
	Interim dividend				
	Pawan Kumar Mittal			30.30	6.06
	Kiran Mittal			24.25	5.00
	Kaushik Chatterjee			1.19	0.25
	Paaven Bansal			44.58	8.92
	Manoj Bansal			1.19	0.24
	Shubh Charn Bansal			1.93	-
	Loan taken				
	Grow Money Capital Private Limited			600.00	-
	Loan repaid				
	Yourtemplatebox Web Services Private Limited			910.00	-
	Interest expenses				
	Grow Money Capital Private Limited			325.11	82.85
	Yourtemplatebox Web Services Private Limited			85.89	-
	Service and administration fees received				
	Grow Money Capital Private Limited			30.45	-
	* As the liabilities for gratuity and compensated absences are provider on actuarial basis for the company as a whole, the amounts pertaining to individual key management Personnel are not separately available for F.Y. 2024-25				

	B) Balances as at year end:				
	Loan outstanding from enterprises owned or significantly influenced by the Key Management Personnel or their Relatives				
				As at	
				March 31, 2026	**March 31, 2025**
	Dolf Leasing Limited			-	5.63
	Grow Money Capital Private Limited			1,600.00	999.96
	Other Payable				
	Grow Money Capital Private Limited			14.78	
	Trade Receivable			30.45	
	Director's Sitting Fees outstanding				
	Ankit Singhal			-	0.05
	Rishi Kapoor			-	1.13
	Vinod Kumar			-	1.08
	Remuneration payable				
	Ritu Tomar			1.66	-
	Interim Dividend Payable				
	Pawan Kumar Mittal			30.30	6.06
	Kiran Mittal			24.25	5.00
	Kaushik Chatterjee			1.19	0.25
	Paaven Bansal			44.58	8.92
	Manoj Bansal			1.19	0.24
	Shubh Charn Bansal			1.93	-
	Provision for Leave Encashment Expenses payable				
	Ritu Sharma			-	0.77
	Ritu Tomar			0.22	0.05
	Kaushik Chatterjee			24.67	7.50

	Vijay Kumar Singh			0.44	-
	Provision for Gratuity Expenses payable				
	Ritu Sharma			-	0.50
	Ritu Tomar			0.23	0.07
	Kaushik Chatterjee			12.44	5.45