

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

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KEY INFORMATION DOCUMENT



KEERTANA FINSERV LIMITED (Formerly known as KEERTANA FINSERV PRIVATE LIMITED) **("Issuer" / "Company")**

A limited company incorporated under the Companies Act, 1956 and validly existing under the Companies Act, 2013.

CIN: U65100WB1996PLC077252; Permanent Account Number: AABCR4808B

Date and place of incorporation: 14.02.1996 Kolkata; RBI/SEBI Registration Number: B.05.03970
Registered Office: Office No 919, 9th Floor, 4A, Regus Granduer, Abanindra Nath Thakur Sarani, PS Arcadia Central (Camac Street), Park Street, Kolkata, West Bengal - 700016; Corporate Office: Plot No. 31 & 32, Ramky Selenium Towers, Tower A, Financial District, Nanakramguda, Hyderabad, Telangana-500032

Telephone No.: 18008430213; Website: <https://keertanafin.in/>; Email Address: secretarial@keertana.co

Chief Financial Officer: Revan Saahith Reddy Vendidandi, Contact details of Chief Financial Officer: +91-8328115386 (revan.saahith@keertana.co)

Key Information Document for issue of Debentures on a private placement basis dated September 15, 2026.

ISSUE UP TO 5,00,000 (FIVE LAKH) SENIOR, SECURED, LISTED, RATED, TAXABLE, TRANSFERABLE, REDEEMABLE, NON-CONVERTIBLE DEBENTURES EACH HAVING A FACE VALUE OF INR 10,000/- (INDIAN RUPEES TEN THOUSAND ONLY) AGGREGATING TO INR 500,00,00,000/- (INDIAN RUPEES FIVE HUNDRED CRORE ONLY) ("NCDS" OR "DEBENTURES") COMPRISING OF:
(A) A BASE ISSUE OF UP TO 3,00,000 (THREE LAKH) SENIOR, SECURED, LISTED, RATED, TAXABLE, TRANSFERABLE, REDEEMABLE, NON-CONVERTIBLE DEBENTURES EACH HAVING A FACE VALUE OF INR 10,000/- (INDIAN RUPEES TEN THOUSAND ONLY) AGGREGATING TO INR 300,00,00,000/- (INDIAN RUPEES THREE HUNDRED CRORE ONLY); AND
(B) A GREEN SHOE OPTION OF UP TO 2,00,000 (TWO LAKH) SENIOR, SECURED, LISTED, RATED, TAXABLE, TRANSFERABLE, REDEEMABLE, NON-CONVERTIBLE DEBENTURES EACH HAVING A FACE VALUE OF INR 10,000/- (INDIAN RUPEES TEN THOUSAND ONLY) AGGREGATING TO INR 200,00,00,000/- (INDIAN RUPEES TWO HUNDRED CRORE ONLY) ("GREEN SHOE OPTION"),
IN DEMATERIALIZED FORM ON A PRIVATE PLACEMENT BASIS ("ISSUE") BY KEERTANA FINSERV LIMITED (FORMERLY KNOWN AS KEERTANA FINSERV PRIVATE LIMITED) (THE "COMPANY" OR "ISSUER").

This Key Information Document shall be read in conjunction with the General Information Document dated October 16, 2025.

PART A: DISCLOSURES AS PER SEBI NCS Regulations:

Please see below the disclosures as required under the terms of the SEBI NCS Regulations (as defined below):

S. No.	Particulars	Relevant Disclosure
1.	Details of debenture trustee for the Issue:	Name: MITCON CREDITIA TRUSTEESHIP SERVICES LIMITED Address: 1402/1403, 14th Floor, Dalamal Towers, Free Press Journal Marg, 211 Nariman Point, Mumbai, Maharashtra 400021 Tel: 022 25534322 Logo:  Email address: contact@mitconcredentia.in

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		Contact person: Ms Vaishali Urkude
2.	Details of credit Rating Agent for the Issue:	Name: Acuite Rating and Research Limited Address: 708, Lodha Supremus Lodha, iThink Techno Campus Kanjurmarg (East), Mumbai- 400 042, India  Logo: Telephone Number: +91 99698 98000 Fax no.: NA Website: www.acuite.in Email address: info@acuite.in Contact person: Gopika Nair
3.	Date of Key Information Document	15 th Sep 2026, 2026
4.	Type of Key Information Document	This Key Information Document is being issued in relation to the private placement issue of Debentures.
5.	The nature, number, price and amount of securities offered and issue size (base issue or green shoe), as may be applicable	Up to 5,00,000 (five lakh) senior, secured, listed, rated, taxable, transferable, redeemable, non-convertible debentures each having a face value of INR 10,000/- (Indian Rupees Ten Thousand Only) aggregating to INR 500,00,00,000/- (Indian Rupees Five Hundred Crore Only) ("NCDs" Or "Debentures") comprising of: (a) a base issue of up to 3,00,000 (three lakh) senior, secured, listed, rated, taxable, transferable, redeemable, non-convertible debentures each having a face value of INR 10,000/- (Indian Rupees Ten Thousand Only) aggregating to INR 300,00,00,000/- (Indian Rupees Three Hundred Crore Only); and (b) a green shoe option of up to 2,00,000 (two lakh) senior, secured, listed, rated, taxable, transferable, redeemable, non-convertible debentures each having a face value of INR 10,000/- (Indian Rupees Ten Thousand Only) aggregating to INR 200,00,00,000/- (Indian Rupees Two Hundred Crore Only) ("Green Shoe Option")
6.	The aggregate amount proposed to be raised through all the stages of offers of non-convertible securities made through the shelf prospectus (applicable only in case of public issuance);	Not applicable.
7.	Details of Registrar to the Issue:	Name: MUFG Intime India Private Limited (Previously referred as Link Intime Private Limited) Address: C-101, 1st Floor, 247 Park, Lal Bahadur Shastri Marg, Vikhroli (West), Mumbai City, Maharashtra - 400083  Logo: Telephone Number: 9766923470 Website: www.linkintime.co.in Email address: debtca@linkintime.co.in Contact Person: Mr. Amit Dabhade
8.	Legal Counsel	Name: Verist Law  Logo: Contact Person: Srishti Ojha Address: Empire Business Centre, 414, Senapati Bapat Marg, Lower Parel, Mumbai, Maharashtra 400013

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		Email: contact@veristlaw.com Tel: +912266907368 Website: www.veristlaw.in
9.	Statutory Auditor	 Logo: Name: : G V C A & Associates (formerly known as G C Reddy & Associates), Chartered Accountants Address: Plot No. 1069, Road No. 53, Sri Ayyappa Society, Madhapur, Hyderabad - 500081 Website: https://gcra.in/ Email address: gvreddyca@yahoo.com Telephone Number: +91-9989799099 Contact Person: CA Vijendra Gaddam Peer Review no: 014514
10.	Merchant Banker	 Name: SKI Capital Services Ltd. Address: 718, Dr. Joshi Road, Karol Bagh, New Delhi - 110005 Telephone Number: +91-011-41189899 Email ID: dcm@skicapital.net Contact Person: Manick Wadhwa/ Daljit Singh/Vivek Rana Website: https://www.skicapital.net
11.	Issue Schedule	Date of opening of the Issue: September 15, 2026 Date of closing of the Issue: September 15, 2026 Date of earliest closing of the Issue (if any): September 15, 2026 Pay-in date: September 16, 2026 Deemed Date of Allotment: September 16, 2026 Redemption Date: December 16, 2028
12.	Credit Rating of the Issue	The Rating Agent, via its letter dated 12 th August 2026, 2026 along with the press release dated 12 th August, 2026 assigned a rating of “A-” to the Debentures. Please refer to Annexure I of this Key Information Document for the credit rating letter and rating rationale received from the Rating Agent assigning the credit rating abovementioned and the press release by the Rating Agent in this respect. Press Release The Company hereby declares that the rating is and shall be valid as on the date of issuance and listing of any Debentures. Such press release is not older than one year from the date of opening of the issue.
13.	All the ratings obtained for the private placement of Issue	Please refer to S.no 12 (<i>Credit Rating of the Issue</i>) above. No other ratings have been obtained for the purposes of this Issue.
14.	The name(s) of the stock exchanges where the securities are proposed to be listed	The Debentures are proposed to be listed on the wholesale debt market of the BSE Limited (“BSE”). BSE shall be the ‘Designated Stock Exchange’ for the purpose of maintenance of the recovery expense fund prescribed by SEBI under the SEBI Debenture Trustees Circular, as may be amended from time to time.
15.	The details about eligible investors;	The following categories of investors, when specifically approached and have been identified upfront, are eligible to apply for this private placement of Debentures subject to fulfilling their respective investment norms/rules and compliance with laws applicable to them by submitting all the relevant documents along with the Application Form (“ Eligible Investors ”): (a) Individuals; (b) Hindu Undivided Family; (c) Trust; (d) Limited Liability Partnerships;

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		(e) Partnership Firm(s); (f) Portfolio Managers registered with SEBI; (g) Association of Persons; (h) Companies and Bodies Corporate including public sector undertakings; (i) Commercial Banks; (j) Regional Rural Banks; (k) Financial Institutions eligible to invest in the Debentures; (l) Insurance Companies; (m) Mutual Funds; (n) Foreign Portfolio Investors; and (o) Any other investor eligible to invest in these Debentures. All potential 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.		
16.	Coupon rate, coupon payment frequency, Redemption Date, Redemption Amount and details of Debenture Trustee	In respect of the Coupon Rate, the Coupon Payment Frequency, the Redemption Date and Redemption Amount in respect of the Debentures, please refer to Section 3.33 (<i>Issue Details</i>) of this Key Information Document. The details of Debenture Trustee are provided under S. No. 1 of this table above.		
17.	Nature and issue size, base issue and green shoe option, if any, shelf or tranche size, each as may be applicable	Up to 5,00,000 (five lakh) senior, secured, listed, rated, taxable, transferable, redeemable, non-convertible debentures each having a face value of INR 10,000/- (Indian Rupees Ten Thousand Only) aggregating to INR 500,00,00,000/- (Indian Rupees Five Hundred Crore Only) ("NCDs" Or "Debentures") comprising of: (a) a base issue of up to 3,00,000 (three lakh) senior, secured, listed, rated, taxable, transferable, redeemable, non-convertible debentures each having a face value of INR 10,000/- (Indian Rupees Ten Thousand Only) aggregating to INR 300,00,00,000/- (Indian Rupees Three Hundred Crore Only); and (b) a green shoe option of up to 2,00,000 (two lakh) senior, secured, listed, rated, taxable, transferable, redeemable, non-convertible debentures each having a face value of INR 10,000/- (Indian Rupees Ten Thousand Only) aggregating to INR 200,00,00,000/- (Indian Rupees Two Hundred Crore Only) ("Green Shoe Option")		
18.	Details about underwriting of the issue including the amount undertaken to be underwritten by the underwriters:	Not Applicable.		
19.	Inclusion of a compliance clause in relation to electronic book mechanism and details pertaining to the uploading the Key Information Document on the Electronic Book Provider Platform, if applicable.	The final subscription to the Debentures shall be made by the Eligible Investors through the electronic book mechanism as prescribed by SEBI under the EBP Guidelines by placing bids on the electronic book platform during the Issue period. In case the Eligible Investors are not registered on the EBP, they will have to register themselves as investor on the said platform (as a one-time exercise) and also complete the mandatory KYC verification process. The Eligible Investors should also refer to the operational guidelines of the EBP in this respect. The disclosures required pursuant to the EBP Guidelines are set out herein below: <table><tr><td>Details of size of</td><td>Total Issue Size: Up to 5,00,000 (five lakh) senior,</td></tr></table>	Details of size of	Total Issue Size: Up to 5,00,000 (five lakh) senior,
Details of size of	Total Issue Size: Up to 5,00,000 (five lakh) senior,			

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		the Issue including green shoe option, if any secured, listed, rated, taxable, transferable, redeemable, non-convertible debentures each having a face value of INR 10,000/- (Indian Rupees Ten Thousand Only) aggregating to INR 500,00,00,000/- (Indian Rupees Five Hundred Crore Only) Base Issue: Up to 3,00,000 (three lakh) senior, secured, listed, rated, taxable, transferable, redeemable, non-convertible debentures each having a face value of INR 10,000/- (Indian Rupees Ten Thousand Only) aggregating to INR 300,00,00,000/- (Indian Rupees Three Hundred Crore Only) Green Shoe Option: Up to 2,00,000 (two lakh) senior, secured, listed, rated, taxable, transferable, redeemable, non-convertible debentures each having a face value of INR 10,000/- (Indian Rupees Ten Thousand Only) aggregating to INR 200,00,00,000/- (Indian Rupees Two Hundred Crore Only)																
		<table><tr><td>Anchor Portion Details</td><td>No</td></tr><tr><td>Interest rate parameter</td><td>Fixed Coupon</td></tr><tr><td>Bid opening and closing date</td><td>Bid opening date: September 15, 2026; and Bid closing date: September 15, 2026.</td></tr><tr><td>Minimum Bid lot</td><td>1000 (One Thousand) Debentures (aggregating to INR 1,00,00,000 (Indian Rupees One Crore), and 1 (one) Debenture thereafter</td></tr><tr><td>Manner of bidding in the Issue/ Bid Type</td><td>Open Bidding</td></tr><tr><td>Manner of allotment in the Issue</td><td>The allotment will be done on Uniform Yield basis in accordance with EBP Guidelines.</td></tr><tr><td>Manner of settlement in the Issue</td><td>Pay-in of funds through ICCL and the account details are given in the Section 5 (<i>OTHER INFORMATION AND APPLICATION PROCESS</i>) of this Key Information Document.</td></tr><tr><td>Settlement cycle</td><td>T+1, where T refers to the date of bid opening date / issue opening date</td></tr></table>	Anchor Portion Details	No	Interest rate parameter	Fixed Coupon	Bid opening and closing date	Bid opening date: September 15, 2026; and Bid closing date: September 15, 2026.	Minimum Bid lot	1000 (One Thousand) Debentures (aggregating to INR 1,00,00,000 (Indian Rupees One Crore), and 1 (one) Debenture thereafter	Manner of bidding in the Issue/ Bid Type	Open Bidding	Manner of allotment in the Issue	The allotment will be done on Uniform Yield basis in accordance with EBP Guidelines.	Manner of settlement in the Issue	Pay-in of funds through ICCL and the account details are given in the Section 5 (<i>OTHER INFORMATION AND APPLICATION PROCESS</i>) of this Key Information Document.	Settlement cycle	T+1, where T refers to the date of bid opening date / issue opening date
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20.	Specific declaration requested by BSE: non-equity regulatory capital	This issue of Debentures does not form part of non-equity regulatory capital mentioned under Chapter V of the SEBI NCS Listing Regulations.																
21.	Disclosure of filing	Given this is a private placement of non-convertible securities, there shall be no requirement of filing the same with the Registrar of Companies pursuant to the Section 26(4) of the Companies Act, 2013.																
22.	Reissuance of Debentures under the same ISIN	The Issuer reserves the right to make multiple issuances under the same ISIN with reference to Chapter VIII (Specifications related to ISIN for debt securities) of the Listed NCDs Operational Circular. Any such issue can be made either by way of creation of a fresh ISIN or by way of issuance under an existing ISIN at premium/par/discount as the case may be in line with Chapter VIII (Specifications related to ISIN for debt securities) of the Listed NCDs Operational Circular.																

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Background

This Key Information Document (as defined below) is related to the issue Up to 5,00,000 (five lakh) senior, secured, listed, rated, taxable, transferable, redeemable, non-convertible debentures each having a face value of INR 10,000/- (Indian Rupees Ten Thousand Only) aggregating to INR 500,00,00,000/- (Indian Rupees Five Hundred Crore Only) ("**NCDs**" Or "**Debentures**") comprising of:

(a) a base issue of up to 3,00,000 (three lakh) senior, secured, listed, rated, taxable, transferable, redeemable, non-convertible debentures each having a face value of INR 10,000/- (Indian Rupees Ten Thousand Only) aggregating to INR 300,00,00,000/- (Indian Rupees Three Hundred Crore Only); and

(b) a green shoe option of up to 2,00,000 (two lakh) senior, secured, listed, rated, taxable, transferable, redeemable, non-convertible debentures each having a face value of INR 10,000/- (Indian Rupees Ten Thousand Only) aggregating to INR 200,00,00,000/- (Indian Rupees Two Hundred Crore Only) ("**Green Shoe Option**"), on a private placement basis ("**Issue**") and contains relevant information and disclosures required for the purpose of issuing of the Debentures and must be read along with the General Information Document issued by the Issuer. The issue of the Debentures comprised in the Issue and described under this Key Information Document has been authorized by the Issuer through resolutions passed by the shareholders of the Issuer on July 09, 2026, the Board of Directors of the Issuer on Sep 05, 2026 and Memorandum and Articles of Association of the Company. Pursuant to the resolution passed by the Company's shareholders dated July 09, 2026 u/s. 180 (1) (a) and 180 (1)(c) in accordance with provisions of the Companies Act, 2013, the Company has been authorised to raise funds, by way of issuance of non-convertible debentures, upon such terms and conditions as the Board may think fit for aggregate amounts not exceeding 5,000 Crores. The present issue of Debentures in terms of this Key Information Document is within the limits as prescribed in such relevant resolution.

THIS KEY INFORMATION DOCUMENT IS NEITHER A PROSPECTUS NOR A STATEMENT IN LIEU OF A PROSPECTUS AND DOES NOT CONSTITUTE AN OFFER TO THE PUBLIC GENERALLY TO SUBSCRIBE FOR OR OTHERWISE ACQUIRE THE DEBENTURES TO BE ISSUED UNDER THE ISSUE.

THIS KEY INFORMATION DOCUMENT IS PREPARED AND ISSUED IN CONFORMITY WITH THE SECURITIES AND EXCHANGE BOARD OF INDIA (ISSUE AND LISTING OF NON-CONVERTIBLE SECURITIES) REGULATIONS, 2021, ISSUED VIDE NOTIFICATION NUMBER SEBI/LAD- NRO/GN/2021/39 DATED 09TH AUGUST 2021, AS AMENDED FROM TIME TO TIME, READ WITH THE CIRCULARS ISSUED THEREUNDER; THE MASTER CIRCULAR FOR ISSUE AND LISTING OF NON-CONVERTIBLE SECURITIES, SECURITISED DEBT INSTRUMENTS, SECURITY RECEIPTS, MUNICIPAL DEBT SECURITIES AND COMMERCIAL PAPER ISSUED BY SECURITIES AND EXCHANGE BOARD OF INDIA, ISSUED VIDE CIRCULAR NO. SEBI/HO/DDHS/DDHS-POD/P/CIR/2025/0000000137 DATED OCTOBER 15, 2025, AS AMENDED FROM TIME TO TIME, THE PRIVATE PLACEMENT OFFER CUM APPLICATION LETTER PURSUANT TO SECTION 42 OF THE COMPANIES ACT, 2013 READ WITH RULE 14 OF THE COMPANIES (PROSPECTUS AND ALLOTMENT OF SECURITIES) RULES, 2014 AND PURSUANT TO SECTION 71 OF THE COMPANIES ACT, 2013 READ WITH RULE 18 OF THE COMPANIES (SHARE CAPITAL AND DEBENTURES) RULES, 2014 FOR ISSUE OF NON- CONVERTIBLE DEBENTURES ON A PRIVATE PLACEMENT BASIS. THIS KEY INFORMATION DOCUMENT SHALL BE READ IN CONJUNCTION WITH THE GENERAL INFORMATION DOCUMENT DATED OCTOBER 16, 2025 BEARING REFERENCE NO KFL/01/2025-2026.

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 document as a whole or any of such information or the expression of any such opinions or intentions misleading.

GENERAL RISK

Investment in non-convertible securities is risky and investors should not invest any funds in such securities unless they can afford to take the risk attached to such investments. Investors are advised to take an informed decision and to read the risk factors carefully before investing in this offering. For taking an investment decision, investors must rely on their examination of the issue including the risks involved in it. Specific attention of investors is invited to statement of risk factors contained under Section 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.

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Particulars	Date
Issue Opening Date	September 15, 2026
Issue Closing Date	September 15, 2026
Pay In Date	September 16, 2026
Deemed Date of Allotment	September 16, 2026

Listing
The Debentures are proposed to be listed on the wholesale debt market of the BSE. The Issuer has obtained an in-principle approval in relation to the General Information Document from the Stock Exchange. The Issuer, with prior notice to the Debenture Trustee, may get the Debentures listed on other material stock exchanges as it deems fit. The Issuer shall comply with the requirements of the listing agreement to the extent applicable to it on a continuous basis.

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SECTION 1: DEFINITIONS AND ABBREVIATIONS

Unless the context otherwise indicates or requires and if not otherwise defined in the General Information Document, the following terms shall have the meanings given below in this Key Information Document.

Act or Companies Act	means Companies Act, 2013, and shall include any re-enactment, amendment or modification of the Companies Act, 2013, as in effect from time to time.
Anti-Corruption Laws	means all Applicable Laws, subordinate legislation, rules, regulations or other legally binding measures related to bribery and corruption in any jurisdiction applicable to the Company, including the (Indian) Prevention of Corruption Act, 1988, the United Kingdom Bribery Act of 2010 and the United States Foreign Corrupt Practices Act of 1977.
Anti-Money Laundering Law(s)	means all applicable financial record-keeping and reporting requirements and money laundering statutes applicable to the Company including the (Indian) Prevention of Money Laundering Act, 2002, the (United States) Currency and Foreign Transaction Reporting Act of 1970, the (United Kingdom) Proceeds of Crime Act, 2002, the (United Kingdom) Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations, 2017, the (United Kingdom) Terrorism Act, 2000, and any similar laws, rules and or regulations issued, administered or enforced by a Governmental Authority in any applicable jurisdiction.
Anti-Terrorism Law	means any anti-terrorism law or regulation in India or any other jurisdiction in which the Company is incorporated or conducts its business.
Applicable Accounting Standards	shall mean (a) until the adoption of Indian Accounting Standards (Ind-AS) in accordance with Applicable Law, generally accepted accounting principles in India, and (b) thereafter, Indian Accounting Standards, in each case as amended, supplemented or re-issued from time to time, applied on a consistent basis both as to amounts and to classification of items.
Applicable Law or Law	means any applicable law, code, ordinance, interpretation, guideline, directive, judgment, injunction, decree, treaty, regulation, rule or order of any court, tribunal or Governmental Authority, in force in India
AUM/ Gross Loan Portfolio	means the outstanding principal balance of all of the Company's outstanding Loans including current, delinquent and restructured Loans, and includes principal balance of all Loans securitized, assigned, originated on behalf of other institutions or otherwise sold off in respect of which the Company has provided credit enhancements in any form or manner whatsoever, but not Loans that have been charged off. It does not include interest receivables and accrued interest.
Business Day(s)	means any day, other than a public holiday under Section 25 of the Negotiable Instruments Act, 1881 or a Sunday, on which money market institutions and banks are open for general business in Mumbai.
Capital Adequacy Ratio	means the capital adequacy ratio prescribed by the RBI as applicable for the Company from time to time, currently being the aggregate of Tier I Capital and Tier II Capital divided by Risk Weighted Assets.
CERSAI	means the Central Registry of Securitisation Asset Reconstruction and Security Interest of India.
Client Loan or Loan	means each gold loan made by the Company as a lender.
Constitutional Documents	shall mean the memorandum of association and articles of association of a company.
Conditions Precedent	means the conditions precedent set out under the heading in Section 3.33 (<i>Issue Details</i>) of this Key Information Document.
Conditions Subsequent	means the conditions subsequent set out in Section 3.33 (<i>Issue Details</i>) of this Key Information Document.
Debenture Holder(s) or Beneficial Owner(s)	means the persons who are, for the time being and from time to time, the holders of the Debentures and, whose names appear in the Register of Beneficial Owners/register of debenture holders, where such Debentures are held in dematerialised form and the Register of Debenture Holders, where such Debentures are held in physical form.

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Debenture Trust Deed	means the trust deed executed / to be executed by and between the Debenture Trustee and the Issuer which will set 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 on or around the date of this Key Information Document.
Debenture Trustee	Mitcon Credentia Trusteeship Services Limited. A copy of the consent letter has been annexed hereto in Annexure II of this Key Information Document. Further, a copy of the due diligence certificate is set out in Annexure VII of this Key Information Document hereto.
Debenture Trustee Agreement	means the agreement 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 dated 9 th Sep, 2026.
Debentures or NCDs	Up to 5,00,000 (five lakh) senior, secured, listed, rated, taxable, transferable, redeemable, non-convertible debentures each having a face value of INR 10,000/- (Indian Rupees Ten Thousand Only) aggregating to INR 500,00,00,000/- (Indian Rupees Five Hundred Crore Only) (" NCDs " Or " Debentures ") comprising of: (a) a base issue of up to 3,00,000 (three lakh) senior, secured, listed, rated, taxable, transferable, redeemable, non-convertible debentures each having a face value of INR 10,000/- (Indian Rupees Ten Thousand Only) aggregating to INR 300,00,00,000/- (Indian Rupees Three Hundred Crore Only); and (b) a green shoe option of up to 2,00,000 (two lakh) senior, secured, listed, rated, taxable, transferable, redeemable, non-convertible debentures each having a face value of INR 10,000/- (Indian Rupees Ten Thousand Only) aggregating to INR 200,00,00,000/- (Indian Rupees Two Hundred Crore Only) (" Green Shoe Option ")
Deed of Hypothecation / Hypothecation Agreement	means the unattested hypothecation agreement, dated on or about the Deemed Date of Allotment, to be executed and delivered by the Company in a form acceptable to the Debenture Trustee securing the due repayment of the Payment Obligations.
Deemed Date of Allotment	shall mean the date on which the Debentures shall have been deemed to be allotted to the Debenture Holders – September 16, 2026.
Disclosure Document(s)	shall mean general information document, this key information document(s) prepared in accordance with Schedule I of SEBI NCS Listing Regulations and Private Placement offer letter prepared in accordance with Section 42 of the Companies Act (as defined above) read with the Companies (Prospectus and Allotment of Securities) Rules, 2014
EBP Guidelines	means the guidelines issued by SEBI with respect to electronic book mechanism under the terms of the SEBI NCS Master Circular and the operational guidelines issued by the relevant Electronic Book Provider, as may be amended, clarified or updated from time to time.
Electronic Book Provider/ EBP	Has the meaning given to it under the EBP Platform.
Eligibility Criteria	means commencing from the effective date of the Deed of Hypothecation until the Final Settlement Date: i. each Client Loan underlying the Hypothecated Assets shall be standard at the time of selection and shall not be terminated or prepaid; ii. Client loans secured by gold as an underlying security iii. no Client Loan underlying the Hypothecated Assets should have been restructured or rescheduled (determined in accordance with the criteria prescribed by the RBI); iv. each Client Loan (as defined under the Deed of Hypothecation) underlying the Hypothecated Assets must be in compliance with all applicable know your customer requirements prescribed by the RBI; v. each Client Loan underlying the Hypothecated Assets must have been originated by the Company, and must not have been purchased from any other third party; vi. each Client Loan underlying the Hypothecated Assets must be in compliance with all customer protection regulations as prescribed by the RBI; vii. each Client Loan underlying the Hypothecated Assets must conform to the credit and underwriting policies adopted by the Company and must have been

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	originated after conducting such checks with the credit reporting agencies as are used by the Company in its ordinary course of business; viii. each Client Loan underlying the Hypothecated Assets shall not be obtained from a related party; ix. each Client Loan underlying the Hypothecated Assets should have been fully disbursed; x. each Client Loan underlying the Hypothecated Assets should have loan amount disbursed in online (NEFT/RTGS) mode with ticket size above INR 20,000/-; and xi. other than the Security Interest created pursuant to this Deed and Security Documents, each Client Loan underlying the Hypothecated Assets must be free from all encumbrances and should not be subject to any lien or charge. xii. Each client loan underlying the hypothecated assets must be in compliance with RBI guidelines.
Eligible Investors	has the meaning given to it under Section 5.15 of the Key Information Document.
Events of Default	means the events of default set out in Section 3.33 (<i>Issue Details</i>) of this Key Information Document, and “Event of Default” shall be construed accordingly.
Final Redemption Date	December 16, 2028
Final Settlement Date	means the date on which all the Payment Obligations have been irrevocably and unconditionally paid and discharged in full and/or the Debentures have been redeemed by the Company in full to the satisfaction of the Debenture Trustee.
Financial Indebtedness	shall mean in relation to any Person any indebtedness of such Person for or in respect of: a. moneys borrowed; b. any amount raised by acceptance under any acceptance credit facility or dematerialised equivalent; c. any amount raised by acceptance of vendor bill discounting facility, receivables bill discounting or dematerialised equivalent; d. any amount raised pursuant to any note purchase facility or the issue of bonds, notes, debentures, loan stock or any similar instrument including any accrued interest or redemption premium thereon; e. 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; f. receivables sold or discounted (other than any receivables to the extent they are sold on a non-recourse basis); g. any amount raised under any other transaction (including any forward sale or purchase agreement) having the commercial effect of a borrowing, including on any other direct or indirect or secured or unsecured recourse basis; h. shares which are expressed to be redeemable, or any shares or instruments convertible into shares, or any shares or other securities, in each case which are otherwise the subject of a put option or call option or any form of guarantee; i. any counter-indemnity obligation in respect of a guarantee, bond, standby or documentary letter of credit or any other instrument issued by a bank or financial institution; j. any amount of any liability under any advanced or deferred purchase agreement if one of the primary reasons behind the entry into such agreement is to raise finance; k. 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); and l. the amount of any liability in respect of any indemnity (without double counting) for any of the items referred to in paragraphs (a) to (k) above.
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, riots, war and any events resulting in 25% (fifteen percent) or more fall in gold

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	price linked to Bombay Bullion of 22 Karats with reference to gold price as on the Deemed Date of Allotment.
General Information Document	means the General Information Document issued by the Issuer dated October 16, 2025 bearing reference no. KFL/01/2025-2026 for the purpose of issue of the non-convertible securities on a private placement basis in accordance with Applicable Laws.
Governmental Authority	shall mean 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 organization, established under any Law.
Hypothecated Assets	has the meaning given to it in the Section 3.33 (<i>Issue Details</i>).
Interest Payment Dates	means the payment dates as specified in Annexure IV of this Key Information Document.
Interest Rate/ Coupon Rate/ Coupon	11.70% (Eleven decimal seven zero per cent) per annum per month and payable monthly.
Issue	means the private placement of the Debentures.
Issue Closing Date	September 15, 2026
Issue Opening Date	September 15, 2026
Key Managerial Person(s)	Mrs. Padmaja Gangireddy, Managing Director
Key Information Document	This Key Information Document dated September 15, 2026.
Local Currency	means Indian Rupees (denoted as "INR" or "Rs."), the lawful currency of India.
Majority Debenture Holders	such number of Debenture Holders collectively holding more than 50% (fifty percent) of the value of the Outstanding Principal Amounts of the Debentures.
Material Adverse Effect	i. shall mean the effect or consequence of an event, circumstance, occurrence or condition which has caused, as of any date of determination, a material and adverse effect on (i) the financial condition, business or operation of the Issuer where net worth erodes by more than 50%; (ii) the ability of the Issuer to perform their obligations under the Transaction Documents; or (iii) the validity or enforceability of any of the Transaction Documents (including the ability of any party to enforce any of its remedies thereunder)
Merchant Banker	SKI Capital Services Limited having its office at 718, Main Jashi Road, Karol Bagh, Delhi-110 005, India.
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; and h) all other directions and circulars issued by the RBI in relation to the functioning and governance of non-banking financial companies, each as amended, modified, supplemented or restated from time to time.

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Net Worth	has the meaning given to it in the Act.
Outstanding Amounts	means the Outstanding Principal Amounts, together with all interest, default interest, liquidated damages, commitment charges, indemnification payments, fees, costs, commissions, charges, Debenture Trustee fees and other amounts due and payable by the Company under or in respect of this Key Information Document or any Transaction Document.
Outstanding Principal Amounts/ Redemption Amounts	means, at any date, the Local Currency principal amount outstanding under the Debentures.
Payment Default	shall mean any event, act or condition which with notice or lapse of time, or both, would constitute an Event of Default under Clause (a) (<i>Payment Default</i>) of Section 4.3 (Events of Default) .
Payment Obligations/ 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 Company to the Debenture Holders or the Debenture Trustee under this Deed and shall include the obligation to redeem the Debentures in terms thereof, any outstanding remuneration of the Debenture Trustee, default interest payable, if any, and all fees, costs, charges and expenses and other monies payable by the Company under the Transaction Documents.
Private Placement Offer cum Application Letter/ PPOAL	The offer cum application letter prepared in compliance with Section 42 of the Companies Act, 2013 read with the Companies (Prospectus and Allotment of Securities) Rules, 2014.
Promoter(s)/ Key Shareholder(s)	shall mean (i) Mr. Vijaya Sivarami Reddy Vendidandi, aged 62 years, having PAN No. ACEPV2541H and residing at A Block, Flat No. 208, Jayabheri Orange County, Nanakramguda, Serilingampally, Gachibowli, Hyderabad, Telangana – 500032 and (ii) Mrs. Padmaja Gangireddy aged 58 years, having PAN No. AEZPG1437L and residing at A Block, Flat No. 208, Jayabheri Orange County, Nanakramguda, Serilingampally, Gachibowli, Hyderabad, Telangana – 500032. And any person or entity who is designated as a promoter of the Issuer as per the records maintained by the Issuer and in accordance with the Companies Act, 2013, and any amendments thereto.
Rating	"A - (Stable)" the current rating assigned by the Rating Agent.
Rating Agent	means Acuite Rating and Research Limited registered with SEBI pursuant to SEBI (Credit Rating Agencies) Regulations 1999, as amended from time to time and having its office at 708, Lodha Supremus Lodha iThink Techno Campus Kanjurmarg (East) Mumbai 400042.
Receiver(s)	means any receiver(s) that may be appointed by the Debenture Trustee in respect of the Security in accordance with the terms of this Key Information Document.
Record Date	means, date occurring 15 (fifteen) calendar days prior to any Due Date.
Redemption Date	means the dates on which Redemption Installments will be due and payable and more particularly prescribed in Annexure IV and " Redemption Date " shall mean any one of them, as the context may require
Register of Beneficial Owners	means the register of beneficial owners of the Debentures maintained in the records of the Depositories
R&T Agent/Registrar	shall mean MUFG Intime India Private Limited (Previously referred as Link Intime Private Limited), a company incorporated and validly existing under the Companies Act, 2013 with corporate identification number U67190MH1999PTC118368 and having its registered office at C-101, 1st Floor, 247 Park, Lal Bahadur Shastri Marg, Vikhroli (West) Mumbai - 400083, Maharashtra, India.
Risk Weighted Assets	shall be calculated as per the method prescribed in the NBFC Directions.
SEBI	Securities and Exchange Board of India constituted under the Securities and Exchange Board of India Act, 1992 (as amended from time to time).
SEBI NCS Master Circular / Listed NCDs Master Circular	means a master circular issued by SEBI, bearing reference number SEBI/HO/DDHS/DDHS-PoD/P/CIR/2025/0000000137 dated October 15, 2025, titled " <i>Master Circular for issue and listing of Non-convertible Securities, Securitised Debt Instruments, Security Receipts, Municipal Debt Securities and Commercial Paper</i> " as

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	amended from time to time.
SEBI LODR Regulations or LODR Regulations	shall mean the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015, as amended, modified, supplemented or restated from time to time.
SEBI Listed Debentures Circulars and Regulations	means, collectively, SEBI Debenture Trustees Regulations, SEBI Master Circular for Debenture Trustees, the Listed NCDs Master Circular, SEBI NCS Listing Regulations and the LODR Regulations (to the extent applicable).
SEBI Debenture Trustees Master Circular / SEBI Master Circular for Debenture Trustees	means a master circular issued by SEBI, bearing reference number SEBI/HO/DDHS-PoD-1/P/CIR/2025/117 dated August 13, 2025, titled “ <i>Master Circular for Debenture Trustees</i> ” as amended from time to time.
SEBI NCS Regulations/ SEBI NCS Listing Regulations	The Securities and Exchange Board of India (Issue and Listing of Non-Convertible Securities) Regulations, 2021 together with the SEBI NCS Master Circular, as amended from time to time.
SEBI Debenture Trustees Regulations / Debenture Trustees Regulations	Means the Securities and Exchange Board of India (Debenture Trustees) Regulations, 1993, as amended, modified or restated from time to time.
SEBI Merchant Banker Regulations	means the Securities and Exchange Board of India (Merchant Bankers) Regulations, 1992, as amended from time to time.
Secured Obligations or Outstanding Amounts	shall mean the aggregate of the Outstanding Amounts.
Security Cover	has the meaning given to it in the Section 3.33 (<i>Issue Details</i>).
Stock Exchange or Designated Stock Exchange	shall mean BSE.
Tangible Net Worth	means the net worth (as defined in the Act) of the Company according to the latest available audited balance sheet, net of redeemable capital, intangible assets and deferred tax assets.
Tax	means any present or future tax, levy, duty, charge, fees, deductions, withholdings, 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 by Law by any Governmental Authority and as maybe applicable in relation to the Payment Obligations of the Company under this Key Information Document/ Debenture Trust Deed.
Tier I Capital	has the meaning ascribed to it in the NBFC Directions.
Tier II Capital	has the meaning ascribed to it in the NBFC Directions.
Transaction Documents	The documents executed or to be executed in relation to the issuance of the Debentures as more particularly set out in Section 3.33 (<i>Issue Details</i>) of this Key Information Document.
Waiver	The Issuer's obligations under this document and the Transaction Documents may be waived at the sole discretion of the Debenture Trustee. Any such waiver granted by the Debenture Trustee shall be in writing and shall specify the terms and conditions of the waiver. The waiver shall be effective only to the extent explicitly set forth therein and shall not be deemed a waiver of any other obligations or events not specifically addressed in the waiver.
WDM	Wholesale Debt Market segment of the BSE.

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SECTION 2: DISCLAIMERS

2.1 ISSUER'S DISCLAIMER

This Key Information Document is neither a prospectus nor a statement in lieu of a prospectus and should not be construed to be a prospectus or a statement in lieu of a prospectus under the Companies Act. The issue of the Non-Convertible Securities to be listed on the WDM segment of the BSE is being made strictly on a private placement basis. Multiple copies hereof given to the same entity shall be deemed to be given to the same person and shall be treated as such. This Key Information Document does not constitute and shall not be deemed to constitute an offer or invitation to subscribe to the Non-Convertible Securities to the public in general.

As per the applicable provisions, it is not necessary for a copy of this Key Information Document to be filed or submitted to the SEBI for its review and/or approval. This Key Information Document has been prepared in conformity with the SEBI NCS Regulations as amended from time to time and applicable RBI regulations governing private placements of Non-Convertible Securities by NBFCs. This Key Information Document has been prepared solely to provide general information about the Issuer to Eligible Investors to whom it is addressed and who are willing and eligible to subscribe to the Non-Convertible Securities. This Key Information Document does not purport to contain all the information that any Eligible Investor may require. Further, this Key Information Document has been prepared for informational purposes relating to this transaction only and upon the express understanding that it will be used only for the purposes set forth herein.

Neither this Key Information Document nor any other information supplied in connection with the Non-Convertible Securities is intended to provide the basis of any credit or other evaluation and any recipient of this Key Information Document should not consider such receipt as a recommendation to subscribe to any Non-Convertible Securities. Each potential investor contemplating subscription to any Non-Convertible Securities should make its own independent investigation of the financial condition and affairs of the Issuer, and its own appraisal of the creditworthiness of the Issuer. Potential investors should consult their own financial, legal, tax and other professional advisors as to the risks and investment considerations arising from an investment in the Non-Convertible Securities and should possess the appropriate resources to analyze such investment and the suitability of such investment to such potential investor's particular circumstances.

The Issuer confirms that, as of the date hereof, this Key Information Document (including the documents incorporated by reference herein, if any) contains all the information that is material in the context of the Issue and regulatory requirements in relation to the Issue and is accurate in all such material respects. No person has been authorized to give any information or to make any representation not contained or incorporated by reference in this Key Information Document or in any material made available by the Issuer to any potential investor pursuant hereto and, if given or made, such information or representation must not be relied upon as having being authorized by the Issuer. The Issuer certifies that the disclosures made in this Key Information Document are adequate and in conformity with the SEBI NCS Regulations and the Companies (Prospectus and Allotment of Securities) Rules, 2014. Further, the Issuer accepts no responsibility for statements made otherwise than in the Key Information Document or any other material issued by or at the instance of the Issuer and anyone placing reliance on any source of information other than this Key Information Document would be doing so at its own risk.

This Key Information Document, the Private Placement Offer cum Application Letter and the respective contents hereof respectively, are restricted only for the intended recipient(s) who have been addressed directly and specifically through a communication by the Issuer and only such recipients are eligible to apply for the Debentures. All investors are required to comply with the relevant regulations/guidelines applicable to them for investing in this Issue. The contents of this Key Information Document are intended to be used only by those investors to whom it is distributed. It is not intended for distribution to any other person and should not be reproduced by the recipient.

No invitation is being made to any persons other than those to whom Application Forms along with this Key Information Document being issued have been sent. Any application by a person to whom the Key Information Document has not been sent by the Issuer shall be rejected without assigning any reason.

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The person who is in receipt of this Key Information Document shall not reproduce or distribute in whole or in part or make any announcement in public or to a third party regarding the contents hereof without the consent of the Issuer. The recipient agrees to keep confidential all information provided (or made available hereafter), including, without limitation, the existence and terms of the Issue, any specific pricing information related to the Issue or the amount or terms of any fees payable to us or other parties in connection with the Issue. This Key Information Document may not be photocopied, reproduced, or distributed to others at any time without the prior written consent of the Issuer. Upon request, the recipients will promptly return all material received from the Issuer (including this Key Information Document) without retaining any copies hereof. If any recipient of this Key Information Document decides not to participate in the Issue, that recipient must promptly return this Key Information Document and all reproductions whether in whole or in part and any other information statement, notice, opinion, memorandum, expression or forecast made or supplied at any time in relation thereto or received in connection with the Issue to the Issuer.

The Issuer does not undertake to update the Key Information Document to reflect subsequent events after the date of Key Information Document and thus it should not be relied upon with respect to such subsequent events without first confirming its accuracy with the Issuer, save and except the disclosures that shall be made in the Key Information Document at the time of subsequent issuances, from time to time.

Neither the delivery of this Key Information Document nor any sale of the Debentures made hereafter shall, under any circumstances, constitute a representation or create any implication that there has been no change in the affairs of the Issuer since the date hereof.

This Key Information Document does not constitute, nor may it be used for or in connection with, an offer or solicitation by anyone in any jurisdiction in which such offer or solicitation is not authorized or to any person to whom it is unlawful to make such an offer or solicitation. No action is being taken to permit an offering of the Debentures or the distribution of this Key Information Document in any jurisdiction where such action is required. Persons into whose possession this Key Information Document comes are required to inform themselves of, and to observe, any such restrictions. The Key Information Document is made available to potential investors in the Issue on the strict understanding that it is confidential.

This Key Information Document is for the exclusive use of the addressee and restricted for only the intended recipient and it should not be circulated or distributed to third party(ies). This Issue is made strictly on private placement basis. Apart from this Key Information Document, no offer document or prospectus has been prepared in connection with the offering of this Issue or in relation to the Issuer.

It is not necessary for the Key Information Document to be registered under Applicable Laws. Accordingly, this Key Information Document has neither been delivered for registration nor is it intended to be registered.

This Key Information Document is intended to be circulated to not exceeding 200 (two hundred) persons in the aggregate in a financial year. Multiple copies hereof given to the same entity shall be deemed to be given to the same person and shall be treated as such. It does not constitute and shall not be deemed to constitute an offer or an invitation to subscribe to the Debentures to the public in general.

The Key Information Document does not include a statement purporting to be made by an expert. In case any such statement is made, it shall be made by an expert who is not, and has not been, engaged or interested in the formation or promotion or management, of the Company and has given his written consent to the issue of the Key Information Document and has not withdrawn such consent before the delivery of a copy of the Key Information Document, as applicable.

2.2 DISCLAIMER CLAUSE OF STOCK EXCHANGES

As required, a copy of this Key Information Document has been filed with the BSE in terms of the SEBI NCS Regulations. It is to be distinctly understood that submission of this Key Information Document to the BSE should not in any way be deemed or construed to mean that this Key Information Document has been reviewed, cleared, or approved by the BSE; nor does the BSE in any manner warrant, certify or endorse the correctness or completeness of any of the contents of this Key Information Document, nor does the BSE warrant that the Debentures will be listed or will continue to be listed on the BSE; nor does the BSE take any

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responsibility for the soundness of the financial and other conditions of the Issuer, its promoters, its management or any scheme or project of the Issuer.

2.3 DISCLAIMER CLAUSE OF RBI

The Company is having a valid certificate of registration issued by the Reserve Bank of India under Section 45 IA of the Reserve Bank of India Act, 1934. However, the RBI does not accept any responsibility or guarantee about the present position as to the financial soundness of the Company or for the correctness of any of the statements or representations made or opinions expressed by the Company and for repayment of deposits/discharge of liability by the Company.

2.4 DISCLAIMER CLAUSE OF SEBI

AS PER THE PROVISIONS OF THE SEBI NCS REGULATIONS, IT IS NOT STIPULATED THAT A COPY OF THIS KEY INFORMATION DOCUMENT HAS TO BE FILED WITH OR SUBMITTED TO THE SEBI FOR ITS REVIEW / APPROVAL. IT IS TO BE DISTINCTLY UNDERSTOOD THAT FILING OF THIS KEY INFORMATION DOCUMENT TO SEBI SHOULD NOT IN ANY WAY BE DEEMED OR CONSTRUED TO HAVE BEEN APPROVED OR VETTED BY SEBI AND THAT THIS ISSUE IS NOT RECOMMENDED 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.

2.5 DISCLAIMER IN RESPECT OF JURISDICTION

This Issue is made in India to investors as specified under the paragraph titled "Eligible Investors" of this Key Information Document, who shall be/have been identified upfront by the Issuer. This Key Information Document does not constitute an offer to sell or an invitation to subscribe to the Debentures offered hereby to any person to whom it is not specifically addressed. Any disputes arising out of this Issue will be subject to the exclusive jurisdiction of the courts and tribunals as specified in this Key Information Document. This Key Information Document does not constitute an offer to sell or an invitation to subscribe to the Debentures herein, in any other jurisdiction to any person to whom it is unlawful to make an offer or invitation in such jurisdiction.

2.6 DISCLAIMER IN RESPECT OF RATING AGENCY

Ratings are opinions on credit quality and are not recommendations to sanction, renew, disburse or recall the concerned bank facilities or to buy, sell or hold any security. The Rating Agent has based its ratings on information obtained from sources believed by it to be accurate and reliable. The Rating Agent does not, however, guarantee the accuracy, adequacy or completeness of any information and is not responsible for any errors or omissions or for the results obtained from the use of such information. Most entities whose bank facilities/instruments are rated by the Rating Agent have paid a credit rating fee, based on the amount and type of bank facilities/instruments.

2.7 DISCLAIMER OF DEBENTURE TRUSTEE

- (I) The Debenture Trustee or its agents or advisers associated with the Issue do not undertake to review the financial condition or affairs of the Issuer during the life of the arrangements contemplated by this Key Information Document and do not have any responsibility to advise any investor or prospective investor in the Debentures of any information available with or subsequently coming to the attention of the Debenture Trustee, its agents or advisers except as specifically provided for in the relevant Tranche/Issuance Debenture Trust Deed.
- (II) The Debenture Trustee does not guarantee the terms of payment regarding the issue as stated in this Key Information Document and shall not be held liable for any default in the same.
- (III) The Debenture Trustee or its agents or advisers associated with the Issue have not separately verified the information contained in this Key Information Document. Accordingly, no representation,

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warranty or undertaking, express or implied, is made and no responsibility is accepted by Debenture Trustee as to the accuracy or any other information provided by the Issuer. Accordingly, the Debenture Trustee associated with the issue shall have no liability in relation to the information contained in this Key Information Document or any other information provided by the Issuer in connection with the issue.

- (IV) The Debenture Trustee is neither a principal debtor nor a guarantor of the Debentures.

2.8 ISSUE OF NON-CONVERTIBLE SECURITIES IN DEMATERIALISED FORM

The Debentures will be issued in dematerialised form. The Issuer has made arrangements with the Depositories for the issue of the Debentures in dematerialised form. Investors will have to hold the Debentures in dematerialised form as per the provisions of Depositories Act. The Issuer shall take necessary steps to credit the Debentures allotted to the beneficiary account maintained by the investor with its depository participant. The Issuer will make the allotment to the investors on the Deemed Date of Allotment after verification of the Application Form, the accompanying documents and on realisation of the application money.

2.9 DISCLAIMER BY THE MERCHANT BANKER

THE LEAD MANAGER(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) 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.

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SECTION 3: REGULATORY DISCLOSURES

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

3.1 Details of Promoters of the Issuer Company

Please refer to Section 5 (*Regulatory Disclosures*) of the General Information Document for the details of the promoters of the Issuer.

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

The Rating Agent has assigned a rating of "A-" (pronounced as "A minus") to the Debentures. The rating letter from the Rating Agent and the rating rationale from the Rating Agent along with the detailed press release is provided in Annexure I of this Key Information Document.

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

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

The Debentures are proposed to be listed on the WDM segment of the BSE. The Issuer shall comply with the requirements of the listing agreement for debt securities to the extent applicable to it on a continuous basis. The Issuer has obtained the in-principle approval for the listing of the Debentures on the WDM segment of the BSE.

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

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

The Issuer shall create the Recovery Expense Fund in accordance with the SEBI Master Circular for Debenture Trustees with the BSE. In this regard, please also refer to the section on "*Creation of recovery expense fund*" under Section 3.33 (*Issue Details*) below.

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

S. No.	Name	Details
1.	Legal Counsel	 Verist Law Address: The Empire Business Centre, 414 Senapati Bapat Marg, Lower Parel, Mumbai – 400013, Maharashtra Website: https://www.veristlaw.in/ Email: srishti.ojha@veristlaw.com Telephone Number: +91 2266 907 368 Contact Person: Srishti Ojha
2.	Merchant banker and Co-managers to the issues	 SKI Grow with us

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		Name: SKI Capital Services Ltd. Address: 718, Dr. Joshi Road, Karol Bagh, New Delhi - 110005 Telephone Number: +91-011-41189899 Website: https://www.skicapital.net Email ID: dcm@skicapital.net Contact Person: Manick Wadhwa/ Daljit Singh/Vivek Rana
3.	Sponsor Bank	Not applicable as this is a private placement of non-convertible debentures
4.	Guarantor	Not Applicable
5.	Debenture Trustee:	Name: MITCON CREDENTIAL TRUSTEESHIP SERVICES LIMITED Address: 1402/1403, 14th Floor, Dalamal Towers, Free Press Journal Marg, 211 Nariman Point, Mumbai, Maharashtra 400021 Tel: 022 25534322  Logo: Email address: contact@mitconcredentia.in Contact person: Ms Vaishali Urkude
6.	Register and Transfer Agent	Name: MUFG Intime India Private Limited (Previously referred as Link Intime Private Limited) Address: C-101, 1st Floor, 247 Park, Lal Bahadur Shastri Marg, Vikhroli (West), Mumbai City, Maharashtra - 400083  Logo: Telephone Number: 9766923470 Website: www.linkintime.co.in Email address: debtca@linkintime.co.in Contact Person: Mr. Amit Dabhade
7.	Credit Rating Agency	Name: Acuite Rating and Research Limited Address: 708, Lodha Supremus Lodha, iThink Techno Campus Kanjurmarg (East), Mumbai- 400 042, India  Logo: Telephone Number: +91 99698 98000 Fax no.: NA Website: www.acuite.in Email address: info@acuite.in Contact person: Gopika Nair
8.	Auditors	 Logo: Name: G V C A & Associates (formerly known as G C Reddy & Associates), Chartered Accountants Address: Plot No. 1069, Road No. 53, Sri Ayyappa Society, Madhapur, Hyderabad - 500081 Website: https://gcra.in/ Email address: greddyca@yahoo.com Telephone Number: +91-9989799099 Contact Person: CA Vijendra Gaddam Peer Review no.: 014514
9.	Valuation Agency	Not Applicable

3.6 About the Issuer

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

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

Please refer to Section 5 (*Regulatory Disclosures*) of the General Information Document for the details about the Issuer.

b. Structure of the group

Please refer to Section 5 (*Regulatory Disclosures*) of the General Information Document for the details about the Issuer.

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

Please refer to Section 5 (*Regulatory Disclosures*) of the General Information Document for the details about 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 clause 3.32 (g) of this Section to this Key Information Document. A checklist item in the 'Security and Covenant Monitoring System' shall also be included for providing information about branches or units of the issuer to the debenture trustee and confirmation of the same by the debenture trustee.

Please refer to Section 5 (*Regulatory Disclosures*) of the General Information Document for the details about the Issuer.

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 amount equivalent to 100% of the Issue proceeds will be utilized to meet funding requirements of the Issuer for purpose of on-lending. In this regard, please also refer to the Section 3.33 (*Issue Details*) below.

3.7 Expenses of the Issue:

Particulars of expenses	Amount	Percentage of total expenses	Percentage of total issue size
Lead Manager Fees	-	0%	0%
Underwriting Commission	-	0%	0%
Brokerage, selling commission and upload fees	-	0%	0%
Fees payable to the registrar to the issue	-	0%	0%
Fees payable to the legal advisors	1,45,000.00	0%	0%
Advertising and marketing expenses	-	0%	0%
Fees payable to the regulators including stock Exchange	3,11,250.00	1%	0%
Expenses incurred on printing and distribution of issue stationary	-	0%	0%

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Any other fees, commission or upfront coupon or payments under whatsoever nomenclature*	4,80,50,000.00	99%	1%
Fee of the Debenture Trustee	1,00,000.00	0%	0%
Total	4,86,06,250.00	100%	

*Fees payable on total issuance size

3.8 Issue schedule

PARTICULARS	DATE
Issue Opening Date	September 15, 2026
Issue Closing Date	September 15, 2026
Pay In Date	September 16, 2026
Deemed Date of Allotment	September 16, 2026
Date of earliest closing of the issue, if any	September 15, 2026

3.9 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 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 less than three completed years and historical financial statements of such REIT/InvIT are not available for some portion or the entire portion of the reporting period of three years and interim period, then the combined financial statements need to be disclosed for the periods when such historical financial statements are not available.

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:

- 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.
- The scanning of such static quick response code or clicking on the weblink, shall display the audited financial statements for last three financial years of such issuer on the website of the stock exchange where such data is hosted.

Please refer to ANNEXURE IX (Last Audited Financial Statements) of this Key Information Document for the audited financial statements of the Issuer for the Financial Years ended March 31, 2025, and March 31, 2024 with Audited Financials as on 31st March 2026.

The above financial statements shall be accompanied with the Auditor's Report along with the requisite schedules, footnotes, summary etc.

- b) **Listed issuers (whose debt securities or specified securities are listed on recognised stock exchange(s)) in compliance with the Securities and Exchange Board of India (Listing**

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Obligations and Disclosure Requirements) Regulations, 2015, may disclose unaudited financial information for the stub period in the format as prescribed therein with limited review report in the General Information Document, as filed with the stock exchanges, instead of audited financial statements for stub period, subject to making necessary disclosures in this regard in General Information Document including risk factors.

Please refer to Annexure IX of this Key Information Document for the audited financial statements of the Issuer for the Financial Years ended March 31, 2025, March 31, 2024, and March 31, 2023 with Audited Financials as on 31st March 2026.

- c) **Issuers other than unlisted REITs / unlisted InvITs desirous of issuing debt securities on private placement basis and who are in existence for less than three years may disclose financial statements mentioned at (a) above for such period of existence, subject to the following conditions:**

- i. The issue is made on the EBP platform irrespective of the issue size; and
- ii. The issue is open for subscription only to Qualified Institutional Buyers.

Not Applicable.

- d) **Key Operational and Financial Parameters for the last 3 audited years on a consolidated basis (wherever available) and on a standalone basis, as on March 31, 2026:**

Standalone Basis

(in Lakhs)

Particulars	FY 2022-23	FY2023-24	FY 2024-25	FY 2025-26	Q1 FY 27
BALANCE SHEET					
Assets					
Property, Plant and Equipment	5,987.34	2,114.12	3,433.39	5,106.25	5180.85
Financial Assets	61,024.88	1,66,759.46	2,50,680.53	4,24,632.40	508723.84
Non-financial Assets excluding property, plant and equipment	2,363.63	2,940.00	6,277.00	6,450.08	8621.51
Total assets	69,375.85	1,71,813.80	2,60,390.71	4,36,188.74	5,22,526.20
Liabilities					
Financial Liabilities	-	-			
-Derivative financial instruments	-	-			
- Debt Securities	-	48,699.31	67,351.10	2,24,603.21	2,86,569.16
-Borrowings (other than Debt Securities)	50,730.39	80,947.19	1,27,008.65	1,13,493.10	1,32,111.69
-Subordinated liabilities	-	-			
-Other financial liabilities	-	2,888.00	6,086.00	9,769.90	10022.08
Non-Financial Liabilities	-	-			
-Current tax liabilities (net)	-	-256.42	0	930.84	1747.63
-Provisions	577.99	77.47	144.58	151.51	89.57
-Deferred tax liabilities (net)	-	-		561.24	411.38

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-Other non-financial liabilities	638.14	211.7	225.35	353.58	521.14
Equity (Equity Share Capital and Other Equity)	17,429.33	38,733.88	59,575.05	86,325.35	91,053.55
Total Liabilities and Equity	69,375.85	1,71,813.80	2,60,390.71	4,36,188.74	5,22,526.20
PROFIT AND LOSS					
Revenue from operations	9,406.97	26,892.57	47,944.62	70,708.82	25,447.08
Other income	118.15	790.08	523.21	1702.77	172.62
Total Income	9,525.12	27,682.65	48,467.83	72,411.59	25,619.70
Total Expense	6,631.55	18,757.37	40,294.32	62,287.23	18,598.45
Profit after tax for the year	2,041.24	7,158.73	6,585.58	7,703.13	7,021.25
Total comprehensive income	2,893.57	7,159.97	6,579.37	7,722.37	5,236.74
Other comprehensive income	-	1.24	-6.21	19.24	-4.49
Earnings per equity share (Basic)	3.87	8.89	5.62	5.71	3.61
Earnings per equity share (Diluted)	3.87	8.89	5.62	5.71	3.61
Cash Flow					
Net cash from / used in (-) operating activities	-8,929.48	7,213.61	-75,116.10	- 1,23,116.80	-160548.36
Net cash from / used in (-) investing activities	-1,846.08	-2,015.58	-2,257.44	-2,124.44	-111.98
Net cash from / used in (-) financing activities	15,014.26	93,885.54	80,711.84	1,42,783.58	150968.05
Net increase/decrease (-) in cash and cash equivalents	4,238.71	99,083.57	3,338.30	17,542.34	27,022.68
Cash and cash equivalents as per Cash Flow Statement as at the end	4,325.54	99,083.57	9,480.33	27,022.68	17330.39
Additional Information					
Net worth	17,429.33	38,733.88	59,575.05	86,325.35	91,053.54
Cash and Cash Equivalents	4,325.54	6,142.03	9,480.33	27,022.68	17,330.39
Loans given to borrowers	50,730.39	1,56,942.59	2,35,607.15	3,93,766.75	4,59,150.71
Total Debts to Total Assets	0.72	0.75	0.75	0.78	0.80
Interest Income	9,406.97	24,557.38	45,132.32	67,675.10	24,529.28
Interest Expense	3,693.59	12,523.91	24,139.13	33,871.31	12,882.27
Impairment on Financial Instruments	-	1,165.25	5,709.45	14,696.73	2,423.38
Bad Debts to Loans	-	-	1.64%	3.80%	0.41%
% Stage 3 Loans on Loans	0.01%	0.05%	0.77%	0.99%	0.83%
% Net Stage 3 Loans on Loans	0.01%	0.05%	0.38%	0.50%	0.42%

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Tier I Capital Adequacy Ratio (%)	26.51%	22.63%	23.87%	21.23%	19.22%
Tier II Capital Adequacy Ratio (%)	0.15%	1.03%	1.25%	2.66%	4.09%

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

Nature of Liability	As at 31-03-2026	As at 31-03-2026
Not Applicable		

- f) **The amount of corporate guarantee or letter of comfort issued by the Company 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**

Not Applicable.

3.10 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) (Lakhs)
Authorised	20,000.00
Equity Share Capital	20,000.00
Preference	0.00
TOTAL	20,000.00
Issued, Subscribed and Paid-up Share Capital	
Equity Shares	14,529.04
Preference Shares	0.00
TOTAL	14,529.04

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

For the preceeding three financial years and for the FY 26-27 Q1 - As set out in Section 5 (*Regulatory Disclosures*) of the General Information Document.

For Q1 of FY 2026-2027 – No fresh rights issue or infusion.

- c) **Details of the Equity Share Capital of the Company, for the preceding three financial years and the current financial year:**

Date of Allotment	No of Equity Shares	Face Value (Rs.)	Issue Price (Rs.)	Consideration (cash, other than cash)	Nature of Allotment	Cumulative			Remarks
						No of Equity Shares	Equity Shares Capital (Rs)	Equity Share Premium (Rs)	
Acquisition of Rajshree Tracom	1,247,630					1,247,630		6,962,010	
4/9/2022	44,004,525	10	22.1	Cash	Rights Issue	45,252,155	452,521,550	539,416,763	NA
4/28/2022	5,423,	10	22.	Cash	Private	50,675,	506,759,	605,044,	NA

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	784		1		Placement	939	390	549	
9/7/2022	3,635,349	10	30	Cash	Rights Issue	54,311,288	543,112,880	677,751,529	NA
11/9/2022	10,000,000	10	30	Cash	Rights Issue	64,311,288	643,112,880	877,751,529	NA
Share Issue Expenses- 22-23								(4,729,774)	
6/30/2023	12,666,667	10	30	Cash	Rights Issue	76,977,955	769,779,550	1,126,355,095	NA
10/21/2023	10,000,000	10	40	Cash	Rights Issue	86,977,955	869,779,550	1,426,355,095	NA
2/14/2024	17,366,846	10	40	Cash	Rights Issue	104,344,801	1,043,448,010	1,947,360,475	NA
Share Issue Expenses- 23-24								(1,302,513)	
6/25/2024	16,666,667	10	60	Cash	Rights Issue	121,011,468	1,210,114,680	2,779,391,312	NA
3/26/2025	6,326,843	10	80	Cash	Rights Issue	127,338,311	1,273,383,110	3,222,270,322	NA
7/23/2025	63,66,916	10	80	Cash	Rights Issue	13,37,05,227	1337052270	3,66,79,54,442	NA
11/25/2025	83,56,576	10	125	Cash	Rights Issue	142,061,803	142,06,18,030	462,89,60,682	NA
02/13/2026	32,28,679	10	125	Cash	Rights Issue	14,52,90,482	145,29,04,820	500,02,58767	NA

d) Details of any acquisition of or amalgamation with any entity in the preceding one year.

NIL

e) Details of any reorganization or reconstruction in the preceding one year:

Type of Event	Date of Announcement	Date of Completion	Details
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NIL

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:

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Category (I)	Category of shareholder	Number of shares held (III)	Number of fully paid-up Equity Shares held* (IV)	Number of Partly paid-up Equity Shares held (V)	Number of shares underlying Depository Receipts (VI)	Total number of shares held (VII) = (IV)+(V)+(VI)	Shareholding as a % of total number of shares (calculated as per SCRR, 1957) (VIII) As a % of (A+B+C2)	Number of Voting Rights held in each class of securities (IX)			Number of shares Underlying Outstanding convertible securities (including Warrants) (X)	Shareholding, as a % assuming full conversion of convertible securities (as a percentage of diluted share capital) (XI) = (VII)+(X) As a % of (A+B+C2)	Number of Locked in shares (XII)	Number of Shares pledged or otherwise encumbered (XIII)	Number of Equity Shares held in dematerialized form (XIV)	
								Number of Voting Rights		Total as a % of (A+B+C)						
								Class: Equity Shares	Total							
(I)	(II)	(III)	(IV)	(V)	(VI)	(VII)	(VIII)	Class X	Class Y	Total	(X)	(XI)	(XII)	(XIII)	Number (a)	As a % of total Shares held (b)
(A)	Promoter and Promoter Group	5	14,45,35,135	-	-	14,45,35,135	99.48	14,45,35,135	14,45,35,135	99.48	-	-	-	-	14,45,35,135	99.48
(B)	Public	25	7,55,347	-	-	7,55,347	0.52	7,55,347	7,55,347	0.52	-	-	-	-	7,55,347	0.52
(C)	Non Promoter- Non Public	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-

Category (I)	Category of shareholder	Number of shares held (III)	Number of fully paid-up Equity Shares held* (IV)	Number of Partly paid-up Equity Shares held (V)	Number of shares underlying Depository Receipts (VI)	Total number of shares held (VII) = (IV)+(V)+(VI)	Shareholding as a % of total number of shares (calculated as per SCRR, 1957) (VIII) As a % of (A+B+C2)	Number of Voting Rights held in each class of securities (IX)			Number of shares Underlying Outstanding convertible securities (including Warrants) (X)	Shareholding, as a % assuming full conversion of convertible securities (as a percentage of diluted share capital) (XI) = (VII)+(X) As a % of (A+B+C2)	Number of Locked in shares (XII)	Number of Shares pledged or otherwise encumbered (XIII)	Number of Equity Shares held in dematerialized form (XIV)	
								Number of Voting Rights		Total as a % of (A+B+C)						
								Class: Equity Shares	Total							
(I)	(II)	(III)	(IV)	(V)	(VI)	(VII)	(VIII)	Class X	Class Y	Total	(X)	(XI)	(XII)	(XIII)	Number (a)	As a % of total Shares held (b)
(C1)	Shares underlying depository receipts	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
(C2)	Shares held by employee trusts	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	Total (A+B+C)	30	14,52,90,482	-	-	14,52,90,482	100	14,52,90,482	14,52,90,482	100	-	-	-	-	14,52,90,482	100

Statement showing shareholding pattern of the Promoter and Promoter Group

Category	Category & Name of the Shareholder	PAN	No of Shareholders	No of fully paid up equity shares held*	No of Partly paid-up equity shares held	No of Shares Underlying Depository Receipts	Total No of Shares Held (IV+V+VI)	Shareholding as a % of total no of shares (calculated as per SCRR, 1957) (VIII) As a % of (A+B+C2)	Number of Voting Rights held in each class of securities			No of Shares Underlying Outstanding convertible securities (including Warrants)	Shareholding as a % assuming full conversion of convertible Securities (as a percentage of diluted share capital) (VII)+(X) As a % of (A+B+C2)	Number of Locked in Shares	Number of equity shares held in dematerialised form
									No of Voting Rights		Total as a % of (A+B+C)				
									Class X	Class Y	Total				
(I)	(II)	(III)	(IV)	(V)	(VI)	(VII)	(VIII)	(IX)	(X)	(Y)	(Total)	(X)	(XI)	(XII)	(XIV)
(a)	Indian Individuals/Hindu undivided Family	-	5	14,45,35,135	-	-	14,45,35,135	99.48	14,45,35,135	14,45,35,135	14,45,35,135	99.48	-	-	14,45,35,135
(b)	Central Government/State Government(s)	-	-	-	-	-	-	-	-	-	-	-	-	-	-

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Category	Category & Name of the Shareholder	PAN	No of Shareholders	No of fully paid up equity shares held	No of Partly paid up equity shares held	No of Shares Underlying Depository Receipts	Total No of Shares Held (IV+V+VI)	Shareholding as a % of total no of shares (calculated as per SCRR, 1957) (VIII) As a % of (A+B+C2)	Number of Voting Rights held in each class of securities		Total	No of Shares Underlying Outstanding convertible securities (including Warrants)	Shareholding as a % assuming full conversion of convertible securities (as a percentage of)	Number of Locked in Shares	Number of Shares pledged or otherwise	Number of equity shares held in dematerialized form
(c)	Financial Institutions/Bank	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
(d)	Any Other	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	Sub-Total (A)(1)	-	5	14,45,35,135	-	-	14,45,35,135	99.48	14,45,35,135.00	14,45,35,135	14,45,35,135	99.48	-	-	-	14,45,35,135
-2	Foreign	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
(a)	Individuals (Non-Resident Individuals/Foreign Individuals)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
(b)	Government	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
(c)	Institutions	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
(d)	Foreign Portfolio Investor	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
(e)	Any Other	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	Sub-Total (A)(2)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	Total Shareholding of Promoter and Promoter Group	-	5	14,45,25,135	-	-	14,45,25,135	99.47	14,45,25,135	14,45,25,135	14,45,25,135	99.47	-	-	-	14,45,25,135

g) List of top 10 holders of equity shares of the Company as at the latest quarter end, i.e. June 30, 2026:

S No.	Name of the Shareholders	No of Shares	%of Shareholding
1	Vijaya Sivarami Reddy Vendidandi	10,91,58,433.00	75.13%
2	Padmaja Gangireddy	3,19,70,436.00	22.00%
3	Revan Saahith Reddy Vendidandi	32,92,338.00	2.27%
4	Hina Ansari	4,00,183.00	0.28%
5	Veena Ventrapragada	1,08,751.00	0.08%
6	Yanumula Koteswaramma	1,00,000.00	0.07%
7	Nagari Raju	52,887.00	0.04%
8	Chagamreddy Sri Ram Charan Reddy	27,572.00	0.02%
9	Siva Kumar Reddy Baredy	22,866.00	0.02%
10	Regunta Venkateswarlu	19,005.00	0.01%

3.11 DIRECTORS OF THE COMPANY

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

Name	Designation	DIN	Age (years)	Address	Director of the Company since	Details of other directorship
Padmaja Gangireddy	Managing Director	00004842	58	A Block, Flat No. 208, Jayabheri Ornage County, Nanakramguda, Serilingampally, Gachibowli,	03-11-2022	1. Abhiram Marketing Services Limited 2. Keertana Finserv Limited

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				Hyderabad, Telangana – 500032		
Vijaya Sivarami Reddy Vendidandi	Director	3169778	62	A Block, Flat No. 208, Jayabheri Ornage County, Nanakramguda Serilingampally, Gachibowli, Hyderabad, Telangana – 500032	02-11- 2022	1. Abhiram Marketing Services Limited
						2. Keertana Finserv Limited
						3. FinS Technologies Limited
						4. Eternal Trading Private Limited
						5. Arpita Chit funds Private Limited
Raghu Venkata Harish	Independent Director	6792543	52	Villa No. 16- 0204, Sri Ram Chipping Woods, Subha Enclave, HSR Layout, Bangalore South, Karnataka- 560102	30-03- 2022	1. Keertana financial limited
						2. Keertana finserv limited
						3. Goodbooks Capital Advisors LLP
						4. Toyota Financial Services India Limited
Mahesh Payannavar	Independent Director	230347	63	Oberoi Enigma Tower A Flat no. 503, LBS marg, Near Johnson and Johnson Factory , Mulund West, Mumbai, Maharashtra 400080	27-02- 2023	1. Keertana finserv limited
						2. Satya micro housing finance private limited
						3. Leela arcades private limited
Vara Prasad Chaganti	Independent Director	9425725	44	Flat No 407, Eden B Block, Lodha Casa Pradiso Opp Sanath Nagar Bus Depot, Balanagar, moosapet Hyderabad, Telangana, India -500018	30-03- 2022	1. Keertana financial limited
						2. Keertana finserv limited
						3. Indhan impact financial services private limited

ii. **Change in directors**

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

Name	Designation	DIN	Date of appointment	Date of cessation, if applicable	Date of resignation, if applicable	Remarks
NIL						

iii. **Details of directors' remuneration, and such particulars of the nature and extent of their interests in the issuer (during the current year and preceding three financial years)**

- a. Remuneration payable or paid to a director by the issuer, its subsidiary or associate company; shareholding of the director in the company, its subsidiaries and associate companies on a fully diluted basis; (Amount in Rs. Lakhs)

Transactions with related parties for year ended March 31, 2026

Particulars	Key Managerial Personnel (Directors)	Key Managerial Personnel (other than directors)	Entities over which Key Management Personnel (Directors) and their relatives (close members) have significant influence	Subsidiary
Rent paid (Property)	72.38	-	85.33	-
Rent paid (Machinery)	-	-	-	108.80
Interest Expense on Loan taken	188.41	-	356.03	7.20
Financial Assets Acquisition	-	-	-	-
Service Charges paid	-	-	488.63	-
Commission Income	-	-	-	-
Investment in Equity Share Capital	-	-	-	-
Remuneration	175.00	69.19	-	-
Sitting Fees	60.00	-	-	-
Borrowings (other than Debt Securities)	26,830.00	-	30,427.00	2,206.00
Repayment of Borrowings (other than Debt Securities)	30,330.00	-	21,427.00	2,206.00

Transactions with related parties for year ended March 31, 2025

Particulars	Key Managerial Personnel (Directors)	Key Managerial Personnel (other than directors)	Entities over which Key Management Personnel (Directors) and their relatives (close members) have significant influence	Subsidiary

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Rent paid (Property)	66.86	-	53.78	-
Rent paid (Machinery)	-	-	-	10.04
Interest Expense on Loan taken	72.27	-	41.75	7.89
Financial Assets Acquisition	-	-	-	-
Purchase of Property, plant and equipment	-	-	101.49	-
Service Charges paid	-	-	374.96	-
Commission Income	-	-	30.46	-
Investment in Equity Share Capital	-	-	-	-
Remuneration	169.48	62.38	36.00	-
Sitting Fees	25.62	-	-	-
Borrowings (other than Debt Securities)	12,000.00	-	13,660.00	1,200.00
Repayment of Borrowings (other than Debt Securities)	8,500.00	-	13,660.00	1,200.00
Transactions with related parties for year ended March 31, 2024				
Particulars	Key Managerial Personnel (Directors)	Key Managerial Personnel (other than directors)	Entities over which Key Management Personnel (Directors) and their relatives (close members) have significant influence	Subsidiary
Rent paid	48.05	-	23.25	-
Interest Expense on Loan taken	61.77	-	114.38	-
Financial Assets Acquisition	-	-	2,271.21	-
Purchase of Property, plant and equipment	-	-	107.85	-
Service Charges paid	-	-	60.92	-
Commission Income	-	-	37.15	-
Investment in Equity Share Capital	-	-	-	1,221.25
Remuneration	66.58	33.49	-	-
Sitting Fees	26.16	-	-	-
Borrowings (other than Debt Securities)	6,870.00	-	32,515.17	-
Repayment of Borrowings (other than Debt Securities)	6,870.00	-	35,463.17	-

- b. Appointment of any relatives to an office or place of profit of the issuer, its subsidiary or associate company;
NIL
- c. Full particulars of the nature and extent of interest, if any, of every director:
- in the promotion of the issuer company; or
NIL
 - in any immoveable property acquired by the issuer company in the two years preceding the date of the issue document or any immoveable property proposed to be acquired by it; or
NIL
 - 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

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statement of all sums paid or agreed to be paid to him or to the firm or company in cash or shares or otherwise by any person either to induce him to become, or to help him qualify as a director, or otherwise for services rendered by him or by the firm or company, in connection with the promotion or formation of the issuer company shall be disclosed

NIL

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

Nil

- v. **Any financial or other material interest of the directors, promoters, key managerial personnel or senior management in the offer and the effect of such interest in so far as it is different from the interests of other persons.**

NIL

3.12 AUDITORS OF THE COMPANY

i. **Current auditor**

The details of the auditors of the Company:

Name of the Auditor	Address	Date of Appointment
G V C A & Associates	Rd Number 53, Swamy Ayyappa Society Mega Hills, Madhapur, Hyderabad, Telangana 500081	27/06/2024

ii. **Details of change in auditors:**

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

Name of the Auditor	Address	Date of Appointment	Date of Cessation, if applicable	Date of resignation, if applicable
Maroti & Co. Chartered Accountants,	3A, Surendra Mohan Ghosh Sarani, 1st Floor, Kolkata – 700001	30/09/2015	-	18/07/2022
M. Anandam & Co.	Rd Number 53, Swamy Ayyappa Society, Mega Hills, Madhapur, Hyderabad, Telangana 500081	30/09/2015	-	02/06/2024

3.13 DETAILS OF THE BORROWING OF THE ISSUER

Details of the following liabilities of the Issuer, as at the end of the last quarter, i.e. June 30, 2026, or if available, a later date:

- (a) **Details of Outstanding Secured Loan Facilities as on the preceding quarter (as on 30th June, 2026):**

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Lender	Loan Type	Sanctioned Amount	O/S as on 30_06_2026	Repayment Schedule	Security Type	Rated By	Asset Classification
IKF Finance	Term Loan	2,000	333.33	Principal will be repaid in monthly instalments	Secured	-	Receivables
STCI Finance Limited	Term Loan	2,000	333.33	Principal will be repaid in monthly instalments	50% Gold/LAP, 50% JLG (secured acceptable)	-	Receivables
Maanaveeya Development & Finance Private Limited	Term Loan	3,000	500.00	Principal will be repaid in monthly instalments	Gold	-	Receivables
IKF Finance	Term Loan	2,000	555.56	Principal will be repaid in monthly instalments	Secured	-	Receivables
Maanaveeya Development & Finance Private Limited	Term Loan	3,000	916.50	Principal will be repaid in monthly instalments	Gold	-	Receivables
Ambit Wealth	Non-Convertible Debenture (NCD)	2,750	2,750.00	Principal will be repaid equally over the last three quarterly instalments	Gold	India Ratings - BBB+	Receivables
InCred Financial Services Limited	Term Loan	2,000	56.84	Principal will be repaid in monthly instalments	Any	-	Receivables
MAS Financial Limited	Term Loan	1,500	62.50	Principal will be repaid in monthly instalments	JLG/Secured MSME But Give LAP	-	Receivables
Ambit Wealth	Non-Convertible Debenture (NCD)	4,525	4,525.00	Principal will be repaid in four quarterly instalments of 25% each commencing from 25-09-2027 till 25-06-2028	Gold	India Ratings - BBB+	Receivables
Karur Vysya Bank	Term Loan	2,500	312	Principal will be repaid in monthly instalments	Any	ICRA - BBB	Receivables
SMC Finance (Moneywise Financial Services Pvt Ltd)	Term Loan	1,500	236.89	Principal will be repaid in monthly instalments	Any, IF it is Gold, ticket not more than 5 lakh & Min - 60% Secured	-	Receivables
ASK Private Credit	Non-Convertible Debenture (NCD)	4,500	4,500.00	Principal will be repaid in two instalments comprising 95% on 11-06-2027 and balance 5% on 11-04-2028	Gold (Ticket size less than 5 lakh)	India Ratings - BBB+	Receivables
Kotak Mahindra Bank Limited	Term Loan	2,000	166.67	Principal will be repaid in monthly instalments	LAP/HL	ICRA - BBB	Receivables
InCred Financial Services Limited	Term Loan	2,000	111.51	Principal will be repaid in monthly instalments	Any	-	Receivables
Credit Saison (Kisetsu Saison Finance Pvt Ltd)	Term Loan	2,500	312.50	Principal will be repaid in monthly instalments	Any	-	Receivables
Shriram Finance	Term Loan	2,500	350.60	Principal will be repaid in monthly instalments	Any	-	Receivables

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Poonawalla	Term Loan	2,500	461.55	Principal will be repaid in monthly instalments	Any	-	Receivables
Nabkisan	Term Loan	3,000	1,332.91	Principal will be repaid in monthly instalments	JLG(Agri & Allied)	-	Receivables
IDFC First Bank Limited	Term Loan	7,500	625.00	Principal will be repaid in monthly instalments	Gold, Ticket Size below 3 Lakhs	ICRA - BBB	Receivables
Ambit Finvest Private Limited	Term Loan	1,650	305.46	Principal will be repaid in monthly instalments	Gold	-	Receivables
Northern Arc Capital Limited	Term Loan	3,000	563.44	Principal will be repaid in monthly instalments	60% Gold, 40% JLG	-	Receivables
ASK Private Credit	Non-Convertible Debenture (NCD)	3,000	3,000.00	Principal will be repaid in two instalments comprising 95% on 11-06-2027 and balance 5% on 11-04-2028	Gold	India Ratings - BBB+	Receivables
IDFC First Bank Limited	Term Loan	7,500	416.67	Principal will be repaid in monthly instalments	Gold, Ticket Size below 3 Lakhs	ICRA - BBB	Receivables
MAS Financial Limited	Term Loan	2,000	416.67	Principal will be repaid in monthly instalments	JLG/Secured MSME But Give LAP	-	Receivables
IndusInd Bank Limited	Term Loan	5,000	1,086.96	Principal will be repaid in monthly instalments	Microfinance	ICRA - BBB	Receivables
Aurifi	Non-Convertible Debenture (NCD)	3,000	3,000.00	Principal will be repaid equally over the last three months	Gold	India Ratings - BBB+	Receivables
Yes Bank	Term Loan	2,000	500.00	Principal will be repaid in monthly instalments	Agri SMF PSL	ICRA - BBB	Receivables
Capital Small Finance Bank	Term Loan	2,000	799.67	Principal will be repaid in monthly instalments	Gold	ICRA - BBB	Receivables
Suryoday Small Finance Bank	Term Loan	1,300	451.02	Principal will be repaid in monthly instalments	50% Gold/LAP , 50% Unsecured	ICRA - BBB	Receivables
Bonds India	Non-Convertible Debenture (NCD)	3,600	3,600.00	Principal will be repaid in four quarterly instalments of 25% each commencing from 13-09-2026 till 13-06-2027	Gold	ICRA - BBB	Receivables
MAS Financial Limited	Term Loan	1,000	333.33	Principal will be repaid in monthly instalments	JLG/Secured MSME But Give LAP	-	Receivables
Arohan Financial Services Limited	Term Loan	3,000	949.26	Principal will be repaid in monthly instalments	Individual loans/JLG loans	-	Receivables
Bandhan Bank	Term Loan	3,500	1,499.82	Principal will be repaid in monthly instalments	Gold	ICRA - BBB	Receivables
SMC Finance (Moneywise Financial Services Pvt Ltd)	Term Loan	1,000	154.13	Principal will be repaid in monthly instalments	LAP/MFI/GOLD, IF it is Gold, ticket not more than 5 lakh & Min - 60% Secured	-	Receivables

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Poonawalla	Term Loan	1,500	607.15	Principal will be repaid in monthly instalments	Gold	-	Receivables
Bonds India	Non-Convertible Debenture (NCD)	2,500	2,500.00	Principal will be repaid in four quarterly instalments of 25% each commencing from 13-09-2026 till 13-06-2027	Gold	India Ratings - BBB+	Receivables
ESAF Small Finance Bank	Term Loan	4,000	673.08	Principal will be repaid in monthly instalments	Gold	ICRA - BBB	Receivables
IDFC First Bank Limited	Term Loan	7,500	1,875.00	Principal will be repaid in monthly instalments	Any	ICRA - BBB	Receivables
InCred Financial Services Limited	Term Loan	1,000	448.40	Principal will be repaid in monthly instalments	Any	-	Receivables
MAS Financial Limited	Term Loan	1,250	520.83	Principal will be repaid in monthly instalments	JLG/Secured MSME But Give LAP	-	Receivables
Clix Capital(Spring 03 2025)	Securitisation (PTC)	3,283	1,580.85	Principal will be repaid in monthly instalments	PTC	ICRA	Receivables
Jana Small Finance Bank	Term Loan	4,000	888.89	Principal will be repaid in monthly instalments	Gold	ICRA - BBB	Receivables
Capital Stack	Non-Convertible Debenture (NCD)	1,000	800.00	Principal will be repaid in instalments of 20%, 20% and 60% on the scheduled repayment dates between January 2026 and January 2027	Gold	India Ratings - BBB+	Receivables
Capital Stack	Non-Convertible Debenture (NCD)	2,509	2,508.70	Principal will be repaid equally over the last three quarterly instalments	Gold	India Ratings - BBB+	Receivables
IDFC First Bank Limited	Term Loan	2,500	1,041.67	Principal will be repaid in monthly instalments	Any	ICRA - BBB	Receivables
Capital Stack	Non-Convertible Debenture (NCD)	2,000	2,000.00	Principal will be repaid equally over the last three months	Gold	India Ratings - BBB+	Receivables
Capital Stack (UGRO)	Non-Convertible Debenture (NCD)	1,000	800.00	Principal will be repaid in instalments of 20%, 20% and 60% on the scheduled repayment dates between January 2026 and January 2027	Gold	India Ratings - BBB+	Receivables
Shriram Finance	Term Loan	2,000	1,068.21	Principal will be repaid in monthly instalments	Gold/Home/LAP loans	-	Receivables
MAS Financial Limited	Term Loan	1,000	458.33	Principal will be repaid in monthly instalments	MSME LAP	-	Receivables
Decypher Strategies	Non-Convertible Debenture (NCD)	5,000	5,000.00	Principal will be repaid equally twice in last four months	Gold	India Ratings - BBB+	Receivables

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Dexif	Non-Convertible Debenture (NCD)	5,000	5,000.00	Principal will be repaid in two instalments of 50% each on 28-10-2026 and 28-01-2027	Gold, Ticket Size below 3 Lakhs	India Rating s - BBB+	Receivables
Nabkisan	Term Loan	5,000	3,750.00	Principal will be repaid in monthly instalments	Gold	-	Receivables
Dexif	Non-Convertible Debenture (NCD)	7,500	7,500.00	Principal will be repaid in two instalments of 50% each on 28-10-2026 and 28-01-2027	Gold, Ticket Size below 3 Lakhs	India Rating s - BBB+	Receivables
Grip Invest (LoanxKnotweed 06 25)	Securitisation (PTC)	2,744	1,704.41	Principal will be repaid in monthly instalments	PTC	ICRA	Receivables
Arohan Financial Services Limited	Term Loan	2,000	708.06	Principal will be repaid in monthly instalments	Gold	-	Receivables
Dexif - Reissuance	Non-Convertible Debenture (NCD)	5,000	5,000.00	Principal will be repaid in two instalments of 50% each on 28-10-2026 and 28-01-2027	Gold, Ticket Size below 3 Lakhs	India Rating s - BBB+	Receivables
Finstar Capital	Non-Convertible Debenture (NCD)	200	200.00	Principal will be repaid equally over the last three quarterly instalments	Gold	India Rating s - BBB+	Receivables
Finstar Capital	Non-Convertible Debenture (NCD)	200	200.00	Principal will be repaid in four quarterly instalments of 25% each commencing from 25-09-2027 till 25-06-2028	Gold	India Rating s - BBB+	Receivables
Franklin Templeton	Non-Convertible Debenture (NCD)	3,500	3,500.00	Principal will be repaid in bullet repayment at maturity	Gold	India Rating s - BBB+	Receivables
Franklin Templeton	Non-Convertible Debenture (NCD)	1,500	1,500.00	Principal will be repaid in bullet repayment at maturity	Gold	India Rating s - BBB+	Receivables
MAS Financial Limited	Term Loan	1,250	677.08	Principal will be repaid in monthly instalments	LAP	-	Receivables
Hinduja Leyland Finance Reissuance	Non-Convertible Debenture (NCD)	3,683	1,578.43	Principal will be repaid in quarterly instalments	Gold	India Rating s - BBB+	Receivables
Hinduja Leyland Finance Reissuance	Non-Convertible Debenture (NCD)	2,493	2,493.00	Principal will be repaid equally over the last three quarterly instalments	Gold	India Rating s - BBB+	Receivables
Jiraaf	Non-Convertible Debenture (NCD)	1,000	1,000.00	Principal will be repaid equally over the last three months	Gold	India Rating s - BBB+	Receivables

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Paul Merchants	Term Loan	2,000	1,042.17	Principal will be repaid in monthly instalments	Gold	-	Receivables
Jiraaf - Reissuance	Non-Convertible Debenture (NCD)	1,000	1,000.00	Principal will be repaid in two equal instalments of 50% each on 19-02-2027 and 19-08-2027	Gold	India Rating s - BBB+	Receivables
Equitas Small Finance Bank	Term Loan	2,000	999.65	Principal will be repaid in monthly instalments	Gold	ICRA - BBB	Receivables
Jiraaf & Alpha	Non-Convertible Debenture (NCD)	4,000	1,714.29	Principal will be repaid in quarterly instalments	Gold	India Rating s - BBB+	Receivables
Jiraff	Non-Convertible Debenture (NCD)	2,500	2,500.00	Principal will be repaid equally over the last three quarterly instalments	Gold	India Rating s - BBB+	Receivables
Arohan Financial Services Limited	Term Loan	5,000	2,094.97	Principal will be repaid in monthly instalments	Gold	-	Receivables
Jana Small Finance Bank	Term Loan	5,000	2,777.78	Principal will be repaid in monthly instalments	Gold	ICRA - BBB	Receivables
Jiraff	Non-Convertible Debenture (NCD)	2,500	2,500.00	Principal will be repaid in four quarterly instalments of 25% each between August 2027 and May 2028	Gold	India Rating s - BBB+	Receivables
JM Financials	Non-Convertible Debenture (NCD)	7,500	7,500.00	seven installments once per quarter starting from 31/10/27	Gold	India Rating s - BBB+	Receivables
Light house Canton	Non-Convertible Debenture (NCD)	2,500	2,000.00	Principal will be repaid equally over the last nine quarters	Gold	India Rating s - BBB+	Receivables
Mavenark	Non-Convertible Debenture (NCD)	425	340.00	Principal will be repaid in instalments of 20%, 20% and 60% on the scheduled repayment dates between January 2026 and January 2027	Gold	India Rating s - BBB+	Receivables
Mosaic	Non-Convertible Debenture (NCD)	1,500	1,200.00	Principal will be repaid in instalments of 20%, 20% and 60% on the scheduled repayment dates between January 2026 and January 2027	Gold	India Rating s - BBB+	Receivables
Mosaic & Northern Arc	Non-Convertible Debenture (NCD)	2,500	1,666.67	Principal will be repaid in quarterly instalments	Gold	India Rating s - BBB+	Receivables
Suryoday Small Finance Bank	Term Loan	1,500	1,100.60	Principal will be repaid in monthly instalments	Gold	ICRA - BBB	Receivables

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State Bank of Mauritius	Term Loan	2,000	1,111.11	Principal will be repaid in monthly instalments	Gold	ICRA - BBB	Receivables
Motilal Oswal	Non-Convertible Debenture (NCD)	7,500	7,500.00	Principal will be repaid in four quarterly instalments of 25% each between August 2027 and May 2028	Gold	India Ratings - BBB+	Receivables
Neo Wealth	Non-Convertible Debenture (NCD)	5,000	4,000.00	Principal will be repaid in instalments of 20%, 20% and 60% on the scheduled repayment dates between January 2026 and January 2027	Gold	India Ratings - BBB+	Receivables
Anand Rathi	Term Loan	2,000	1,500.00	Principal will be repaid in monthly instalments	Gold	-	Receivables
Neo Wealth	Non-Convertible Debenture (NCD)	10,000	10,000.00	Principal will be repaid equally over the last three quarterly instalments	Gold	India Ratings - BBB+	Receivables
Neo Wealth	Non-Convertible Debenture (NCD)	7,100	5,680.00	Principal will be repaid in instalments of 20%, 20% and 60% on the scheduled repayment dates between January 2026 and January 2027	Gold	India Ratings - BBB+	Receivables
Maanaveeya Development & Finance Private Limited	Term Loan	2,000	1,500.00	Principal will be repaid in monthly instalments	Gold	-	Receivables
Neo Wealth	Non-Convertible Debenture (NCD)	7,000	7,000.00	Principal will be repaid equally over the last three quarterly instalments	Gold	India Ratings - BBB+	Receivables
Neo Wealth	Non-Convertible Debenture (NCD)	10,000	10,000.00	Principal will be repaid equally over the last three quarterly instalments	Gold	India Ratings - BBB+	Receivables
Northern Arc	Non-Convertible Debenture (NCD)	5,000	5,000.00	Principal will be repaid in four quarterly instalments of 25% each between August 2027 and May 2028	Gold	India Ratings - BBB+	Receivables
Northern Arc Capital Limited	Non-Convertible Debenture (NCD)	4,000	1,600.00	Principal will be repaid in quarterly instalments	60% Gold, 40% JLG	India Ratings - BBB+	Receivables
Northern Arc Capital Limited	Non-Convertible Debenture (NCD)	2,000	1,142.86	Principal will be repaid in quarterly instalments	Gold	India Ratings - BBB+	Receivables
Northern Arc Capital Limited	Non-Convertible Debenture (NCD)	5,000	5,000.00	Principal will be repaid equally over the last three quarterly instalments	Gold	India Ratings - BBB+	Receivables

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Northern Arc Capital Limited	Non-Convertible Debenture (NCD)	4,000	4,000.00	Principal will be repaid in two instalments comprising 95% on 11-06-2027 and balance 5% on 11-04-2028	Gold	India Rating s - BBB+	Receivables
Northern Arc Capital Limited	Non-Convertible Debenture (NCD)	5,000	5,000.00	Principal will be repaid equally over the last three months	Gold	India Rating s - BBB+	Receivables
Northern Arc Capital Limited	Non-Convertible Debenture (NCD)	5,000	5,000.00	Principal will be repaid equally over the last three months	Gold	India Rating s - BBB+	Receivables
Protium Finance Limited	Term Loan	2,400	1,600.00	Principal will be repaid in monthly instalments	Gold	-	Receivables
MAS Financial Limited	Term Loan	2,000	1,333.33	Principal will be repaid in monthly instalments	Gold	-	Receivables
Northern Arc Capital Limited & Motilal - Reissuance	Non-Convertible Debenture (NCD)	3,000	1,714.29	Principal will be repaid in quarterly instalments	Gold	India Rating s - BBB+	Receivables
Nabkisan (Olive 12 2025)	Securitisation (PTC)	3,111	2,566.73	Principal will be repaid in monthly instalments	Gold	ICRA	Receivables
Oxyzo Financial Services Private Limited	Term Loan	1,750	1,166.67	Principal will be repaid in monthly instalments	Gold	-	Receivables
Northern Arc Investment Managers	Non-Convertible Debenture (NCD)	1,500	1,500.00	Principal will be repaid equally over the last three months	Gold	India Rating s - BBB+	Receivables
Northern Arc Investment Managers	Non-Convertible Debenture (NCD)	250	250.00	Principal will be repaid equally over the last three months	Gold	India Rating s - BBB+	Receivables
Nuvama Wealth	Non-Convertible Debenture (NCD)	5,000	5,000.00	Principal will be repaid equally over the last three months	Gold	India Rating s - BBB+	Receivables
Nuvama Wealth	Non-Convertible Debenture (NCD)	4,000	4,000.00	Principal will be repaid equally over the last three quarterly instalments	Gold	India Rating s - BBB+	Receivables
MAS Financial Limited	Term Loan	2,000	1,444.44	Principal will be repaid in monthly instalments	Gold	-	Receivables
Nuvama Wealth - Reissuance	Non-Convertible Debenture (NCD)	5,000	5,000.00	Principal will be repaid equally over the last three quarterly instalments	Gold	India Rating s - BBB+	Receivables
Nuvama Wealth - Reissuance	Non-Convertible	3,000	3,000.	Principal will be repaid in bullet repayment at	Gold	India Rating	Receivables

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	e Debentur e (NCD)		00	maturity		s - BBB+	bles
Annapurna	Term Loan	5,000	851.43	Principal will be repaid in monthly instalments	Gold	-	Receiva bles
Nuvama Wealth - Reissuance	Non- Convertibl e Debentur e (NCD)	2,000	2,000. 00	Principal will be repaid in bullet repayment at maturity	Gold	India Rating s - BBB+	Receiva bles
Oxyzo	Non- Convertibl e Debentur e (NCD)	4,000	4,000. 00	Principal will be repaid equally over the last three months	Gold	India Rating s - BBB+	Receiva bles
Oxyzo	Non- Convertibl e Debentur e (NCD)	3,000	3,000. 00	Principal will be repaid equally over the last three months	Gold	India Rating s - BBB+	Receiva bles
Oxyzo	Non- Convertibl e Debentur e (NCD)	6,000	6,000. 00	Principal will be repaid in four quarterly instalments of 25% each between August 2027 and May 2028	Gold	India Rating s - BBB+	Receiva bles
Oxyzo - Reissuance	Non- Convertibl e Debentur e (NCD)	4,000	4,000. 00	Principal will be repaid in two equal instalments of 50% each on 19-02-2027 and 19-08-2027	Gold	India Rating s - BBB+	Receiva bles
Arohan Financial Services Limited	Term Loan	10,000	6,805. 91	Principal will be repaid in monthly instalments	Gold	-	Receiva bles
Oxyzo - Reissuance	Non- Convertibl e Debentur e (NCD)	5,000	5,000. 00	Principal will be repaid in two equal instalments of 50% each on 19-02-2027 and 19-08-2027	Gold	India Rating s - BBB+	Receiva bles
Jana Small Finance Bank	Term Loan	4,300	3,822. 22	Principal will be repaid in monthly instalments	Gold	ICRA - BBB	Receiva bles
STCI Finance Limited	Term Loan	1,800	1,575. 00	Principal will be repaid in monthly instalments	Gold	-	Receiva bles
Patni	Non- Convertibl e Debentur e (NCD)	2,500	2,000. 00	Principal will be repaid in instalments of 20%, 20% and 60% on the scheduled repayment dates between January 2026 and January 2027	Gold	India Rating s - BBB+	Receiva bles
Sai Roshini Capital Pvt. Ltd.	Non- Convertibl e Debentur e (NCD)	100	100.00	Principal will be repaid equally over the last three quarterly instalments	Gold	India Rating s - BBB+	Receiva bles
Sai Roshini Capital Pvt. Ltd.	Non- Convertibl e Debentur e (NCD)	100	100.00	Principal will be repaid equally over the last three months	Gold	India Rating s - BBB+	Receiva bles
SMC Finance	Non-			Principal will be repaid in	Gold	India	

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(Moneywise Financial Services Pvt Ltd)	Convertible Debenture (NCD)	2,500	2,500.00	four quarterly instalments of 25% each between August 2027 and May 2028		Rating - BBB+	Receivables
Sunrise Capital	Non-Convertible Debenture (NCD)	200	200.00	Principal will be repaid equally over the last three months	Gold	India Rating - BBB+	Receivables
Kotak Mahindra Bank Limited	Term Loan	1,500	1,125.00	Principal will be repaid in monthly instalments	Gold	ICRA - BBB	Receivables
Kotak Mahindra Bank Limited	WCDL	1,500	1,500.00	Principal will be repaid at the end of maturity	Gold	ICRA - BBB	Receivables
IDFC First Bank Limited	Term Loan	5,000	4,375.00	Principal will be repaid in monthly instalments	Gold	ICRA - BBB	Receivables
Electronica Finance Limited	Term Loan	1,500	1,389.28	Principal will be repaid in monthly instalments	Gold	-	Receivables
Western Capital Pvt Ltd	Term Loan	1,500	1,300.00	Principal will be repaid in monthly instalments	Gold	-	Receivables
Times Group	Non-Convertible Debenture (NCD)	3,000	3,000.00	Principal will be repaid in four quarterly instalments of 25% each commencing from 25-09-2027 till 25-06-2028	Gold	India Rating - BBB+	Receivables
Unifi Capital	Non-Convertible Debenture (NCD)	3,000	2,400.00	Principal will be repaid equally over the last nine quarters	Gold	India Rating - BBB+	Receivables
Annapurna	Term Loan	5,000	1,683.87	Principal will be repaid in monthly instalments	Gold	-	Receivables
Wint Wealth	Non-Convertible Debenture (NCD)	10,000	3,600.00	Principal will be repaid in four instalments between December 2025 and April 2027 as per the scheduled repayment dates	Gold	India Rating - BBB+	Receivables
Wint Wealth	Non-Convertible Debenture (NCD)	2,000	2,000.00	Principal will be repaid in four instalments between December 2025 and April 2027 as per the scheduled repayment dates	Gold	India Rating - BBB+	Receivables
Wint Wealth	Non-Convertible Debenture (NCD)	3,000	3,000.00	Principal will be repaid in four instalments between December 2025 and April 2027 as per the scheduled repayment dates	Gold	India Rating - BBB+	Receivables
Wint Wealth & Jiraaf	Non-Convertible Debenture (NCD)	9,000	3,240.00	Principal will be repaid in four instalments between December 2025 and April 2027 as per the scheduled repayment dates	Gold	India Rating - BBB+	Receivables
YUBI - 2nd Reissuance	Non-Convertible Debenture (NCD)	2,500	2,500.00	Principal will be repaid in bullet repayment at maturity	Gold	India Rating - BBB+	Receivables

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YUBI - Reissuance	Non- Convertibl e Debentur e (NCD)	3,500	3,500. 00	Principal will be repaid in bullet repayment at maturity	Gold	India Rating s - BBB+	Receiva bles
YUBI - Reissuance	Non- Convertibl e Debentur e (NCD)	3,500	3,500. 00	Principal will be repaid in bullet repayment at maturity	Gold	India Rating s - BBB+	Receiva bles
YUBI - Reissuance	Non- Convertibl e Debentur e (NCD)	7,000	7,000. 00	Principal will be repaid in bullet repayment at maturity	Gold	India Rating s - BBB+	Receiva bles
YUBI - Reissuance	Non- Convertibl e Debentur e (NCD)	5,100	5,100. 00	Principal will be repaid in bullet repayment at maturity	Gold	India Rating s - BBB+	Receiva bles
Paul Merchants	Term Loan	1,500	1,450. 59	Principal will be repaid in monthly instalments	Gold	ICRA - BBB	Receiva bles
IDFC First Bank Limited	Term Loan	5,000	4,791. 67	Principal will be repaid in monthly instalments	Gold	ICRA - BBB	Receiva bles
MAS Financial Services Limited	Term Loan	2,000	1,888. 89	Principal will be repaid in monthly instalments	Gold	-	Receiva bles
YUBI Securities	Non- Convertibl e Debentur e (NCD)	5,000	5,000. 00	Principal will be repaid in bullet repayment at maturity	Gold	India Rating s - BBB+	Receiva bles
YUBI Securities	Non- Convertibl e Debentur e (NCD)	4,000	4,000. 00	Principal will be repaid in bullet repayment at maturity	Gold	India Rating s - BBB+	Receiva bles
YUBI Securities	Non- Convertibl e Debentur e (NCD)	5,000	5,000. 00	Principal will be repaid in bullet repayment at maturity	Gold	India Rating s - BBB+	Receiva bles
YUBI Securities	Non- Convertibl e Debentur e (NCD)	5,000	5,000. 00	Principal will be repaid in bullet repayment at maturity	Gold	India Rating s - BBB+	Receiva bles
YUBI Securities	Non- Convertibl e Debentur e (NCD)	7,000	7,000. 00	Principal will be repaid in bullet repayment at maturity	Gold	India Rating s - BBB+	Receiva bles
YUBI Securities	Non- Convertibl e Debentur e (NCD)	4,000	4,000. 00	Principal will be repaid in two instalments comprising 95% on 11-06- 2027 and balance 5% on 11-04-2028	Gold	India Rating s - BBB+	Receiva bles
YUBI Securities	Non- Convertibl e	500	500.00	Principal will be repaid equally over the last three months	Gold	India Rating s -	Receiva bles

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	Debenture (NCD)					BBB+	
Nabkisan	Term Loan	6,000	6,000.00	Principal will be repaid in monthly instalments	Gold(Agri & Allied)	-	Receivables
Annapurna	Term Loan	4,000	3,350.57	Principal will be repaid in monthly instalments	Gold	-	Receivables
YES Bank	WCDL	3,500	3,500.00	Principal will be repaid at the end of maturity	Gold	ICRA - BBB	Receivables
YUBI Securities	Non-Convertible Debenture (NCD)	4,000	4,000.00	Principal will be repaid equally over the last three months	Gold	India Ratings - BBB+	Receivables
Jana Small Finance Bank	Term Loan	2,300	2,300.00	Principal will be repaid in monthly instalments	Gold	-	Receivables
Karur Vysya Bank	Term Loan	2,100	2,100.00	Principal will be repaid in monthly instalments	Gold	-	Receivables
YUBI Securities	Non-Convertible Debenture (NCD)	4,500	4,500.00	Principal will be repaid equally over the last three months	Gold	India Ratings - BBB+	Receivables
YUBI Securities - Reissuance	Non-Convertible Debenture (NCD)	2,200	880.00	Principal will be repaid in bullet repayment at maturity	Gold	India Ratings - BBB+	Receivables
YUBI Securities - Reissuance	Non-Convertible Debenture (NCD)	3,800	3,800.00	Principal will be repaid in bullet repayment at maturity	Gold	India Ratings - BBB+	Receivables
YUBI Securities - Reissuance	Non-Convertible Debenture (NCD)	5,000	5,000.00	Principal will be repaid in bullet repayment at maturity	Gold	India Ratings - BBB+	Receivables
Annapurna	Term Loan	2,000	2,000.00	Principal will be repaid in monthly instalments	Gold	-	Receivables
InCred Financial Services Limited	Term Loan	1,800	1,800.00	Principal will be repaid in monthly instalments	Gold	-	Receivables
Northern Arc Capital Limited	Term Loan	8,000	8,000.00	Principal will be repaid in monthly instalments	Gold	-	Receivables

(b) Details of Outstanding Unsecured Loan Facilities as on the preceding quarter (as on June 30, 2026):

Lender's Name	Type of facility	Sanction Amount (in Rs Lakhs)	Outstanding Principal Amount (in Rs Lakhs)	Repayment date or Schedule
IDFC First Bank	Sub Debt	5,000	5,000	Principal will be repaid

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Limited				after 5 years
IDFC First Bank Limited	Sub Debt	10,000	10,000	Principal will be repaid after 5 years
SRUDO	Sub Debt	4,500	4,500	Principal will be repaid after 5 years

(c) Details of Outstanding Non-Convertible Securities as on the preceding quarter (as on 30th June 2026):

S.no	Loan Type	Tenor	Int Rate per annum	O/S as on 30_06_2026	Disbursement Date	Maturity Date	Rated By	Security	Security Cover
1	INEONES07113	24	11.40%	36,00,00,000.00	13-Jun-24	13-Jun-27	ICRA - BBB	Secured	110%
2	INEONES07121	30	11.40%	50,00,00,000.00	30-Jul-24	28-Jan-27	India Ratings - BBB+	Secured	110%
3	INEONES07188	16	11.20%	35,00,00,000.00	01-Aug-25	11-Dec-26	India Ratings - BBB+	Secured	110%
4	INEONES07121	29	11.40%	50,00,00,000.00	29-Aug-24	28-Jan-27	India Ratings - BBB+	Secured	110%
5	INEONES07139	30	11.40%	75,00,00,000.00	22-Oct-24	22-Apr-27	India Ratings - BBB+	Secured	110%
6	INEONES07147	30	11.40%	16,00,00,000.00	26-Nov-24	26-May-27	India Ratings - BBB+	Secured	110%
7	INEONES07154	24	11.30%	50,00,00,000.00	23-Jan-25	23-Jan-27	India Ratings - BBB+	Secured	110%
8	INEONES07162	24	11.30%	40,00,00,000.00	06-Mar-25	06-Mar-27	India Ratings - BBB+	Secured	110%
9	INEONES07147	26	11.40%	8,80,00,000.00	08-Apr-25	26-May-27	India Ratings - BBB+	Secured	110%
10	INEONES07162	23	11.30%	38,00,00,000.00	24-Apr-25	06-Mar-27	India Ratings - BBB+	Secured	110%

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11	INEONES07170	21	11.30%	17,14,28,640.00	30-Apr-25	30-Jan-27	India Ratings - BBB+	Secured	110%
12	INEONES07162	22	11.30%	25,00,00,000.00	15-May-25	06-Mar-27	India Ratings - BBB+	Secured	110%
13	INEONES07188	18	11.20%	50,00,00,000.00	11-Jun-25	11-Dec-26	India Ratings - BBB+	Secured	110%
14	INEONES07212	36	11.40%	16,66,66,666.67	23-Jun-25	23-Jun-28	India Ratings - BBB+	Secured	110%
15	INEONES07204	36	11.40%	25,00,00,000.00	25-Jun-25	25-Jun-28	India Ratings - BBB+	Secured	120%
16	INEONES07220	21	11.30%	11,42,85,740.00	11-Jul-25	11-Apr-27	India Ratings - BBB+	Secured	110%
17	INEONES07238	18	11.40%	40,00,00,000.00	15-Jul-25	15-Jan-27	India Ratings - BBB+	Secured	110%
18	INEONES07170	18	11.30%	15,78,42,920.28	18-Jul-25	30-Jan-27	India Ratings - BBB+	Secured	110%
19	INEONES07246	20	11.20%	36,00,00,000.00	24-Jul-25	03-Apr-27	India Ratings - BBB+	Secured	110%
20	INEONES07154	18	11.30%	35,00,00,000.00	28-Jul-25	23-Jan-27	India Ratings - BBB+	Secured	110%
21	INEONES07253	21	11.40%	1,00,00,00,000.00	12-Aug-25	12-May-27	India Ratings - BBB+	Secured	110%
22	INEONES07261	24	11.10%	50,00,00,000.00	19-Aug-25	19-Aug-27	India Ratings - BBB+	Secured	110%
23	INEONES07279	31	11.40%	45,00,00,000.00	11-Sep-25	11-Apr-28	India Ratings - BBB+	Secured	110%

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24	INEONES07220	19	11.30%	17,14,28,610.00	16-Sep-25	11-Apr-27	India Ratings - BBB+	Secured	110%
25	INEONES07188	15	11.20%	20,00,00,000.00	24-Sep-25	11-Dec-26	India Ratings - BBB+	Secured	110%
26	INEONES07188	14	11.20%	30,00,00,000.00	06-Oct-25	11-Dec-26	India Ratings - BBB+	Secured	110%
27	INEONES07261	22	11.10%	50,00,00,000.00	10-Oct-25	19-Aug-27	India Ratings - BBB+	Secured	110%
28	INEONES07261	22	11.10%	40,00,00,000.00	10-Oct-25	19-Aug-27	India Ratings - BBB+	Secured	110%
29	INEONES07261	22	11.10%	10,00,00,000.00	10-Oct-25	19-Aug-27	India Ratings - BBB+	Secured	110%
30	INEONES07287	24	11.40%	1,00,00,00,000.00	24-Oct-25	24-Oct-27	India Ratings - BBB+	Secured	110%
31	INEONES07287	24	11.40%	1,00,00,000.00	24-Oct-25	24-Oct-27	India Ratings - BBB+	Secured	110%
32	INEONES07287	23	11.40%	50,00,00,000.00	07-Nov-25	24-Oct-27	India Ratings - BBB+	Secured	110%
33	INEONES07246	17	11.20%	32,40,00,000.00	12-Nov-25	03-Apr-27	India Ratings - BBB+	Secured	110%
34	INEONES07188	13	11.20%	70,00,00,000.00	18-Nov-25	11-Dec-26	India Ratings - BBB+	Secured	110%
35	INEONES07287	23	11.40%	50,00,00,000.00	26-Nov-25	24-Oct-27	India Ratings - BBB+	Secured	110%
36	INEONES07253	17	11.40%	25,00,00,000.00	04-Dec-25	12-May-27	India Ratings - BBB+	Secured	110%

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37	INEONES07253	17	11.40%	27,50,00,000.00	04-Dec-25	12-May-27	India Ratings - BBB+	Secured	110%
38	INEONES07188	12	11.20%	51,00,00,000.00	09-Dec-25	11-Dec-26	India Ratings - BBB+	Secured	110%
39	INEONES07238	13	11.40%	56,80,00,000.00	12-Dec-25	15-Jan-27	India Ratings - BBB+	Secured	110%
40	INEONES07238	13	11.40%	20,00,00,000.00	12-Dec-25	15-Jan-27	India Ratings - BBB+	Secured	110%
41	INEONES07238	13	11.40%	8,00,00,000.00	12-Dec-25	15-Jan-27	India Ratings - BBB+	Secured	110%
42	INEONES07238	13	11.40%	8,00,00,000.00	12-Dec-25	15-Jan-27	India Ratings - BBB+	Secured	110%
43	INEONES07238	13	11.40%	12,00,00,000.00	12-Dec-25	15-Jan-27	India Ratings - BBB+	Secured	110%
44	INEONES07238	13	11.40%	3,40,00,000.00	12-Dec-25	15-Jan-27	India Ratings - BBB+	Secured	110%
45	INEONES07295	39	11.50%	35,00,00,000.00	30-Dec-25	28-Mar-29	India Ratings - BBB+	Secured	110%
46	INEONES07154	13	11.30%	30,00,00,000.00	05-Jan-26	23-Jan-27	India Ratings - BBB+	Secured	110%
47	INEONES07287	21	11.40%	20,00,00,000.00	09-Jan-26	24-Oct-27	India Ratings - BBB+	Secured	110%
48	INEONES07162	14	11.30%	70,00,00,000.00	14-Jan-26	06-Mar-27	India Ratings - BBB+	Secured	110%
49	INEONES07253	16	11.40%	24,93,00,000.00	20-Jan-26	12-May-27	India Ratings - BBB+	Secured	110%

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50	INEONES07295	38	11.50%	15,00,00,000.00	02-Feb-26	28-Mar-29	India Ratings - BBB+	Secured	110%
51	INEONES07303	27	12.00%	25,00,00,000.00	10-Feb-26	10-May-28	India Ratings - BBB+	Secured	110%
52	INEONES07287	20	11.40%	70,00,00,000.00	13-Feb-26	24-Oct-27	India Ratings - BBB+	Secured	110%
53	INEONES07287	20	11.40%	50,00,00,000.00	13-Feb-26	24-Oct-27	India Ratings - BBB+	Secured	110%
54	INEONES07287	20	11.40%	40,00,00,000.00	13-Feb-26	24-Oct-27	India Ratings - BBB+	Secured	110%
55	INEONES07287	20	11.40%	25,08,70,000.00	13-Feb-26	24-Oct-27	India Ratings - BBB+	Secured	110%
56	INEONES07287	20	11.40%	2,00,00,000.00	13-Feb-26	24-Oct-27	India Ratings - BBB+	Secured	110%
57	INEONES07279	25	11.40%	40,00,00,000.00	05-Mar-26	11-Apr-28	India Ratings - BBB+	Secured	110%
58	INEONES07279	25	11.40%	30,00,00,000.00	20-Mar-26	11-Apr-28	India Ratings - BBB+	Secured	110%
59	INEONES07279	25	11.40%	40,00,00,000.00	20-Mar-26	11-Apr-28	India Ratings - BBB+	Secured	110%
60	INEONES07311	27	12.00%	30,00,00,000.00	25-Mar-26	25-Jun-28	India Ratings - BBB+	Secured	110%
61	INEONES07311	27	12.00%	45,25,00,000.00	25-Mar-26	25-Jun-28	India Ratings - BBB+	Secured	110%
62	INEONES07311	27	12.00%	2,00,00,000.00	25-Mar-26	25-Jun-28	India Ratings - BBB+	Secured	110%

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63	INEONES07147	13	11.40%	24,00,00,000.00	17-Apr-26	26-May-27	India Ratings - BBB+	Secured	110%
64	INEONES07147	13	11.40%	20,00,00,000.00	17-Apr-26	26-May-27	India Ratings - BBB+	Secured	110%
65	INEONES07329	17	12.00%	50,00,00,000.00	22-Apr-26	22-Sep-27	India Ratings - BBB+	Secured	110%
66	INEONES07329	17	12.00%	15,00,00,000.00	22-Apr-26	22-Sep-27	India Ratings - BBB+	Secured	110%
67	INEONES07329	17	12.00%	50,00,00,000.00	22-Apr-26	22-Sep-27	India Ratings - BBB+	Secured	110%
68	INEONES07329	17	12.00%	40,00,00,000.00	22-Apr-26	22-Sep-27	India Ratings - BBB+	Secured	110%
69	INEONES07329	17	12.00%	10,00,00,000.00	22-Apr-26	22-Sep-27	India Ratings - BBB+	Secured	110%
70	INEONES07329	17	12.00%	20,00,00,000.00	22-Apr-26	22-Sep-27	India Ratings - BBB+	Secured	110%
71	INEONES07329	17	12.00%	5,00,00,000.00	22-Apr-26	22-Sep-27	India Ratings - BBB+	Secured	110%
72	INEONES07329	17	12.00%	1,00,00,000.00	22-Apr-26	22-Sep-27	India Ratings - BBB+	Secured	110%
73	INEONES07337	36	12.00%	75,00,00,000.00	28-Apr-26	27-Apr-29	India Ratings - BBB+	Secured	110%
74	INEONES07329	16	12.00%	40,00,00,000.00	12-May-26	22-Sep-27	India Ratings - BBB+	Secured	110%
75	INEONES07329	16	12.00%	30,00,00,000.00	12-May-26	22-Sep-27	India Ratings - BBB+	Secured	110%

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76	INEONES07329	16	12.00%	2,00,00,000.00	12-May-26	22-Sep-27	India Ratings - BBB+	Secured	110%
77	INEONES07329	16	12.00%	50,00,00,000.00	18-May-26	22-Sep-27	India Ratings - BBB+	Secured	110%
78	INEONES07329	16	12.00%	2,50,00,000.00	18-May-26	22-Sep-27	India Ratings - BBB+	Secured	110%
79	INEONES07329	16	12.00%	30,00,00,000.00	18-May-26	22-Sep-27	India Ratings - BBB+	Secured	110%
80	INEONES07329	16	12.00%	45,00,00,000.00	21-May-26	22-Sep-27	India Ratings - BBB+	Secured	110%
81	INEONES07345	27	12.00%	50,00,00,000.00	04-Jun-26		India Ratings - BBB+	Secured	110%
82	INEONES07303	22	12.00%	75,00,00,000.00	18-Jun-26		India Ratings - BBB+	Secured	110%
83	INEONES07303	22	12.00%	50,00,00,000.00	18-Jun-26		India Ratings - BBB+	Secured	110%
84	INEONES07303	22	12.00%	60,00,00,000.00	18-Jun-26		India Ratings - BBB+	Secured	110%
85	INEONES07303	22	12.00%	25,00,00,000.00	18-Jun-26		India Ratings - BBB+	Secured	110%

(d) Details of commercial papers as on the preceding quarter (as on March 31, 2026): Nil

(e) List of top 10 holders of non-convertible securities in terms of value as on the preceding quarter (as on June 30, 2026) (on a cumulative basis)

Name of Investor	Category	Face Values	%
NEO INCOME PLUS FUND	Alternative Investment Funds (AIF)	80000	4.01%
		10000	
		100000	
JM FINANCIAL CREDIT OPPORTUNITIES FUND - JM FINANCIAL CREDIT OPPORTUNITIES FUND - I	Alternative Investment Funds (AIF)	100000	2.60%

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ASK PRIVATE CREDIT FUND - SERIES A	Alternative Investment Funds (AIF)	100000	2.42%
OXYZO FINANCIAL SERVICES PRIVATE LIMITED .	Institutional Investors	10000	2.33%
		3600	
MOTILAL OSWAL FINANCIAL SERVICES LTD - Proprietary Account	Institutional Investors	10000	2.33%
FRANKLIN INDIA CREDIT AIF SCHEME - I	Alternative Investment Funds (AIF)	100000	1.73%
NORTHERN ARC CAPITAL LIMITED	Institutional Investors	10000	1.70%
		57142.87	
		40000	
SHAHI EXPORTS PRIVATE LIMITED	Institutional Investors	100000	1.32%
		10000	
		80000	
		66666.67	
BENNETT COLEMAN & CO LTD	Institutional Investors	100000	1.21%
		10000	
KIRAN GEMS PRIVATE LIMITED	Institutional Investors	100000	1.05%
		100000	

(f) List of top 10 holders of commercial papers in terms of value as on the preceding quarter (as on June 30, 2026) (on a cumulative basis)

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:

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

(h) The amount of corporate guarantee or letter of comfort issued by the issuer along with name of the counterparty (like name of the subsidiary, joint venture entity, group company, etc.) on behalf of whom it has been issued, contingent liability including debt service reserve account guarantees/ any put option etc. (Details of any outstanding borrowings taken/ debt securities issued for consideration other than cash). This

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information shall be disclosed whether such borrowing/ debt securities have been taken/ issued:

- a) in whole or part,
- b) at a premium or discount, or
- c) in pursuance of an option or not:

NIL

3.14 Where the issuer is a Non-Banking Finance Company or Housing Finance Company the following disclosures on Asset Liability Management (ALM) shall be provided for the latest audited financials:

S. No.	PARTICULARS OF DISCLOSURE	DETAILS
1.	Details with regard to lending done out of the issue proceeds of earlier issuances of debt securities (whether public issue or private placement) by NBFC	Lending Policy: Please refer to ANNEXURE X: SPECIFIC DISCLOSURES REQUIRED FROM NBFC of this Key Information Document. Classification of Loans given to associate or entities related to Board, Senior management, promoters, etc: Please refer to ANNEXURE X: SPECIFIC DISCLOSURES REQUIRED FROM NBFC of this Key Information Document. Classification of loans into several maturity profile denomination: Please refer to ANNEXURE X: SPECIFIC DISCLOSURES REQUIRED FROM NBFC of this Key Information Document. Aggregated exposure to top 20 borrowers: Please refer to ANNEXURE X: SPECIFIC DISCLOSURES REQUIRED FROM NBFC of this Key Information Document. Details of loans, overdue and classified as Non performing assets (NPA): Please refer to ANNEXURE X: SPECIFIC DISCLOSURES REQUIRED FROM NBFC of this Key Information Document.
2.	Details of borrowings made by NBFC	Portfolio Summary of borrowings made by NBFC: Please refer to ANNEXURE X: SPECIFIC DISCLOSURES REQUIRED FROM NBFC of this Key Information Document. Quantum and percentage of Secured vs. Unsecured borrowings: Please refer to ANNEXURE X: SPECIFIC DISCLOSURES REQUIRED FROM NBFC of this Key Information Document.
3.	Details of change in shareholding	Any change in promoters holding in NBFC during last financial year beyond the threshold prescribed by Reserve Bank of India: Please refer to ANNEXURE X: SPECIFIC DISCLOSURES REQUIRED FROM NBFC of this Key Information Document.
4.	Disclosure of Assets under management	Segment wise break up and Type of loans: Please refer to ANNEXURE X: SPECIFIC DISCLOSURES REQUIRED FROM NBFC of this Key Information Document.
5.	Details of borrowers	Geographical location wise: Please refer to ANNEXURE X: SPECIFIC DISCLOSURES REQUIRED FROM NBFC of this Key Information Document.
6.	Details of Gross NPA	Segment wise: Please refer to ANNEXURE X: SPECIFIC DISCLOSURES REQUIRED FROM NBFC of this Key Information Document.

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7.	Details of Assets and Liabilities	Residual maturity profile wise into several bucket: Please refer to ANNEXURE X: SPECIFIC DISCLOSURES REQUIRED FROM NBFC of this Key Information Document.
8.	Additional details of loans made by, Housing Finance Company	N.A.
9.	Disclosure of latest ALM statements to stock exchange	Please refer to ANNEXURE X: SPECIFIC DISCLOSURES REQUIRED FROM NBFC of this Key Information Document.

- 3.15 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.**

Terms and Conditions of Debenture Trustee Agreement-

The Debenture Trustee for the proposed issue of Debentures shall be Mitcon Credentia Trusteeship Services Limited and 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 Debenture Trustee shall receive a one time remuneration of an amount of INR 100,000/- (Indian Rupees One Lakh only) as the acceptance fee on execution of documents for their services in accordance with the engagement letter bearing ref no: MCTSL/EL/26-27/474 dated 07/09/2026. The consent letter and the engagement letter from Debenture Trustee is provided in **Annexure II** of this Key Information Document. A copy of the Debenture Trustee Agreement is provided via the drive-link below:

https://drive.google.com/drive/folders/1QrcOnc6JULPX25Gz19N0-s7IbT0oYmgO?usp=drive_link

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

Not Applicable.

- 3.17 Defaults in borrowing**

The details of all default/s and/or delay in payments of interest and principal of any kind of term loans, debt securities, commercial paper (including technical delay) and other financial indebtedness including corporate guarantee or letters of comfort issued by the company, in the preceding three years and the current financial year:

N.A.

- 3.18 Material event/ development affecting investment decision**

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.

As set out in Section 5 (*Regulatory Disclosures*) of the General Information Document.

- 3.19 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**

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document against the promoter of the company.

As set out in Section 5 (*Regulatory Disclosures*) of the General Information Document.

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

As set out in Section 5 (*Regulatory Disclosures*) of the General Information Document.

3.21 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.

As set out in Section 5 (*Regulatory Disclosures*) of the General Information Document.

3.22 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.

As set out in Section 5 (*Regulatory Disclosures*) of the General Information Document.

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

As set out in Section 5 (*Regulatory Disclosures*) of the General Information Document.

3.24 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. (In Rs. Lakhs)

As set out in Section 5 (*Regulatory Disclosures*) of the General Information Document.

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

This Key Information Document does not contain any statements made by an expert.

3.26 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:

Please refer to ANNEXURE X: SPECIFIC DISCLOSURES REQUIRED FROM NBFC of this Key Information Document.

3.27 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 to ANNEXURE X: SPECIFIC DISCLOSURES REQUIRED FROM NBFC of this Key Information Document.

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

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

N.A.

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

N.A.

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

N.A.

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

N.A.

- 3.29 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.**

Parties	Consent
Directors	The same has been provided in the Board resolution the copy of which is attached in Annexure V of this Key Information Document.
Auditors	Not applicable
Bankers	Not applicable
Solicitors / Advocates	Not applicable
Legal Advisors	Consent of the legal counsel has been obtained.
Registrar	Copy of the consent letter of the registrar and transfer agent has been set out in Annexure VIII of this Key Information Document
Lenders	The Issuer believes that no specific consent from the lenders of the Issuer is required.
Expert	Not applicable

- 3.30 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:***

Coupon and all other charges shall accrue based on actual/actual day count convention in accordance with Chapter III (*Day count convention, disclosure of cash flows and other disclosures in the offer document*) of the SEBI circular no. SEBI/HO/DDHS/DDHS-PoD/P/CIR/2025/0000000137 dated October 15, 2025 on "*Master Circular for issue and listing of Non-convertible Securities, Securitised Debt Instruments, Security Receipts, Municipal Debt Securities and Commercial Paper*", as may be amended and modified from time to time;

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(b) *Procedure and time schedule for allotment and issue of securities should be disclosed.*

Please refer to Section 5 (*Other Information And Application Process*) 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 in Annexure IV of this Key Information Document.

3.31 Other Details

1. DRR creation - relevant regulations and applicability:

As set out in Section 5 (*Regulatory Disclosures*) of the General Information Document.

2. Issue/ instrument specific regulations:

- i. The Debentures are governed by and will be construed in accordance with the Indian Law. The Issuer, the Debentures and Issuer's obligations under the Debentures shall, at all times, be subject to the directions of the Reserve Bank of India (RBI), Securities & Exchange Board of India (SEBI), Stock Exchanges, Companies Act, 2013 and other Applicable Laws and regulations from time to time.

- a) the Companies Act, 2013;
- b) the Securities Contracts (Regulation) Act, 1956;
- c) the Companies (Share Capital and Debentures) Rules, 2014;
- d) the Companies (Prospectus and Allotment of Securities) Rules, 2014;
- e) the Securities and Exchange Board of India Act, 1992;
- f) the Depositories Act, 1996;
- g) the SEBI NCS Listing Regulations, as amended from time to time;
- h) the SEBI LODR Regulations, as amended from time to time;
- i) the SEBI Master Circular for Debenture Trustees, as amended from time to time;
- j) the Listed NCDs Master Circular, as amended from time to time;
- k) the SEBI Merchant Banker Regulations, as amended from time to time (if applicable);
- l) the Securities and Exchange Board of India (Debenture Trustees) Regulations, 1993, as amended from time to time; and
- m) all other relevant laws (including rules, regulations, clarifications, notifications, directives, circulars as may be issued by the Securities Exchange Board of India, the Reserve Bank of India and any statutory, regulatory, judicial, quasi-judicial authority).

- ii. In the event the Issuer proposed to issue Debentures with face value of INR 10,000/- (Indian Rupees Ten Thousand Only), the Issuer shall appoint a Merchant Banker for the issue for performing the role, responsibilities and obligations same as they would be in case of public issue of debt security or non-convertible redeemable preference share, as provided under clause 1.3 of Chapter V (Denomination of issuance and trading of Non-convertible Securities) of the Listed NCDs Master Circular,

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

(i) Subject to the following conditions:

- a) The issuer shall appoint at least one Merchant Banker. Provided that the role,*

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responsibilities and obligations of the Merchant Banker(s) shall be same as they would be in case of public issue of debt security or non-convertible redeemable preference share.

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

3. Default in Payment:

In case of default in payment of Coupon and / or Redemption Amount on as per the Payment Mechanism, additional coupon rate of 2% p.a. (two percent per annum) payable monthly over the Coupon Rate will be payable by the Issuer from the date of default till such default in payment of Coupon and/or Redemption Amount is rectified.

4. Delay in Listing:

The Debentures are proposed to be listed on the BSE Limited ('BSE'), being the Designated Stock Exchange. The details of BSE Limited are as below:

The BSE Limited
Phiroze Jeejeebhoy Towers,
Dalal Street,
Mumbai 400 001
Phone: +91 22 2272 1233/4
Fax: +91 22 2272 1919

In accordance with the Securities and Exchange Board of India (Issue and Listing of Non-Convertible Securities) Regulations, 2021 as amended from time to time, read together with the requirements in respect of the timelines for listing of debt securities issued on a private placement basis prescribed in Chapter VII (Standardization of timelines for listing of securities issued on a private placement basis) of the SEBI circular no. SEBI/HO/DDHS/DDHS-PoD/P/CIR/2025/0000000137 dated October 15, 2025 on "Master Circular for issue and listing of Non-convertible Securities, Securitised Debt Instruments, Security Receipts, Municipal Debt Securities and Commercial Paper", the Issuer confirms that in the event there is any delay in listing of the Debentures beyond 3 (three) Business Days from the date of closure of the issue for the Debentures, the Company will pay to the Debenture Holders, penal interest of 1% (one percent) per annum over the Coupon Rate for the period of delay from the deemed date of allotment of for the Debentures until the listing of the Debentures is completed,

5. Delay in allotment of securities:

- (i) The Issuer shall ensure that the Debentures are allotted to the respective Debenture Holders and are credited into the demat accounts of the relevant Debenture Holders within the timelines prescribed under the Chapter VII (*Standardization of timelines for listing of securities issued on a private placement basis*) of the Listed NCDs Master Circular being 2 (two) Business Days from the date of closure of the issue for the Debentures ("**Allotment Date**").
- (ii) If the Issuer fails to allot the Debentures to the Applicants within 60 (sixty) calendar days from the date of receipt of the Application Money ("**Allotment Period**"), it shall repay the Application Money to the Applicants within 15 (fifteen) calendar days from the expiry of the Allotment Period ("**Repayment Period**").
- (iii) If the Issuer fails to repay the Application Money within the Repayment Period, then Issuer shall be liable to repay the Application Money along with interest at 12% (twelve

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percent) per annum from the expiry of the Allotment Period.

6. Issue details:

As detailed in Section 3.33 (*Issue Details*) of this Key Information Document.

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

All disclosures under Form No. PAS-4 of Companies (Prospectus and Allotment of Securities), Rules, 2014 have been set out in Section 5.

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

Not applicable

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

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

(1) in the purchase of any business; or

(2) in the purchase of an interest in any business and by reason of that purchase, or anything to be done in consequence thereof, or in connection therewith, the company shall become entitled to an interest in either the capital or profits and losses or both, in such business exceeding fifty per cent. thereof, a report made by a chartered accountant (who shall be named in the issue document) upon –

- 1. the profits or losses of the business for each of the three financial years immediately preceding the date of the issue of the issue document; and**
- 2. the assets and liabilities of the business as on the latest date to which the accounts of the business were made up, being a date not more than 120 days (one hundred and twenty) before the date of the issue of the issue document.**

NA

(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:

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

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

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

(4) the particulars of every transaction relating to the property completed within the two preceding years, in which any vendor of the property or any person who is or was at the time of the transaction, a promoter or a director or proposed director of

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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 (1) to (4) above shall be provided for the top five vendors on the basis of value viz. sale consideration payable to the vendors.

Provided further that for the remaining vendors, such details may be provided on an aggregated basis in the offer document, specifying number of vendors from whom it is being acquired and the aggregate value being paid; and the detailed disclosures as specified in sub-clauses (1) to (4) above may be provided by way of static QR code and web link. If the issuer provides the said details in the form of a static QR code and web link, the same shall be provided to the debenture trustee as well and kept available for inspection as specified in clause 3.32 (g) of this Section to this Key Information Document. A checklist item in the 'Security and Covenant Monitoring System' shall also be included for providing the detailed disclosures, as specified in sub-clauses (i) to (iv) above, to the debenture trustee and confirmation of the same by the debenture trustee.

Nil

(c) If:

- (1) the proceeds, or any part of the proceeds, of the issue of the debt securities/non-convertible redeemable preference shares are or are to be applied directly or indirectly and in any manner resulting in the acquisition by the company of shares in any other body corporate; and**
- (2) by reason of that acquisition or anything to be done in consequence thereof or in connection therewith, that body corporate shall become a subsidiary of the company, a report shall be made by a Chartered Accountant (who shall be named in the issue document) upon –**
 - 1. the profits or losses of the other body corporate for each of the three financial years immediately preceding the issue of the issue document; and**
 - 2. the assets and liabilities of the other body corporate as on the latest date to which its accounts were made up.**

Nil

(d) The said report shall:

- (1) indicate how the profits or losses of the other body corporate dealt with by the report would, in respect of the shares to be acquired, have concerned members of the issuer company and what allowance would have been required to be made, in relation to assets and liabilities so dealt with for the holders of the balance shares, if the issuer company had at all material times held the shares proposed to be acquired; and**
- (2) where the other body corporate has subsidiaries, deal with the profits or losses and the assets and liabilities of the body corporate and its subsidiaries in the manner as provided in paragraph (c) (ii) above.**

Nil

(e) The broad lending and borrowing policy including summary of the key terms and

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conditions of the term loans such as re-scheduling, prepayment, penalty, default; and where such lending or borrowing is between the issuer and its subsidiaries or associates, matters relating to terms and conditions of the term loans including rescheduling, prepayment, penalty, default shall be disclosed.

Please refer to Annexure VIII 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, shall be disclosed.**

As set out in Section 5 (*Regulatory Disclosures*) of the General Information Document.

- (g) The matters relating to:**

(1) Material contracts:

S. No.	Nature of Contract
1)	Certified true copy of the Memorandum & Articles of Association of the Issuer.
2)	Board Resolution dated Sep 5, 2026 authorizing the issue of Debentures offered under the terms of this Key Information Document.
3)	Shareholder Resolution under Section 180 (1) (a) and Section 180 (1) (c) dated July 09, 2025 authorizing the borrowing by the Company and the creation of security.
4)	Copies of Annual Reports of the Company for the last three financial years.
5)	Credit rating letter from the Rating Agency dated 12 th Aug, 2026.
6)	Letter from Debenture Trustee dated Sep 8, 2026 giving its consent to act as Debenture Trustee (" Consent Letter ").
7)	Letter for Register and Transfer Agent dated Sep 7, 2026
8)	Certified true copy of the certificate of incorporation of the Company.
9)	Certified true copy of the tripartite agreement between the Company, the Registrar & Transfer Agent and the NSDL/CDSL dated 28 th September, 2022.
10)	Debenture Trustee Agreement dated 9 th Sep, 2026 executed between the Issuer and the Debenture Trustee.
11)	Debenture Trust Deed to be executed on or around the date of this Key Information Document between the Issuer and the Debenture Trustee.
12)	Hypothecation Agreement to be executed on or around the date of this Key Information Document between the Issuer and the Debenture Trustee.
13)	Letter from the Merchant Banker dated Sep 7, 2026 giving its consent to act as Merchant Banker.

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

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

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

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Refer to page no. 53, 54 of the standalone audited financials for the FY 24-25. Refer to Notes to accounts no. 37. For FY 25-26, Refer to page no. 50 of the standalone audited financials. Refer to Notes to Accounts, point No. 7.

- (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.**

NIL

- (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.**

Nil

3.33 Issue Details applicable for this issuance of the Debentures under this Key Information Document.

- (a) The Issuer shall submit all duly completed documents to the BSE, SEBI, ROC or any other Governmental Authority, as are required under Applicable Law and procure permission for listing of the Debentures from the Stock Exchange within (T+3) working days, wherein "T" shall be referred to the issue closing date ("Listing Period").
- (b) The Issuer shall ensure that the Debentures continue to be listed on the wholesale debt market segment of the BSE.
- (c) In the event there is any delay in listing of the Debentures beyond (T+3) working days, wherein "T" shall be referred to the issue closing date, the Issuer will pay to the Debenture Holders, penal interest of 1% (one percent) per annum over the Interest Rate, from the date of allotment of the Debentures until the listing of the Debentures is completed;

Particulars	Terms and Conditions
Security Name (Name of the non-convertible securities which includes Coupon / dividend, Issuer Name and maturity year)	11.70% Keertana Finserv Limited 2028
Issuer	Keertana Finserv Limited (Formerly known as Keertana Finserv Private Limited)
Type of Instrument	Senior, Secured, Listed, Rated, Redeemable, Taxable, Transferable, Non-Convertible Debentures.
Nature of Instrument (Secured or Unsecured)	Secured.
Seniority (Senior or	Senior

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subordinated)	
Eligible Investors	Please refer to Section 5.15 (<i>Eligible Investors</i>).
Listing (name of stock Exchange(s) where it will be listed and timeline for listing)	The Debentures are to be listed on the WDM of the BSE within (T+3) working days, wherein "T" shall be referred to the Issue Closing Date ("Listing Period"). In case of delay in listing of securities issued on privately placement basis beyond the timelines specified above, the issuer shall pay penal interest of 1% p.a. over the Coupon/ dividend rate for the period of delay to the investor (i.e. from the date of allotment to the date of listing).
Rating of Instrument	"A-" issued by Acuite Rating and Research Limited
Issue Size	Up to 5,00,000 (five lakh) senior, secured, listed, rated, taxable, transferable, redeemable, non-convertible debentures each having a face value of INR 10,000/- (Indian Rupees Ten Thousand Only) aggregating to INR 500,00,00,000/- (Indian Rupees Five Hundred Crore Only) ("NCDs" Or "Debentures") comprising of: (a) a base issue of up to 3,00,000 (three lakh) senior, secured, listed, rated, taxable, transferable, redeemable, non-convertible debentures each having a face value of INR 10,000/- (Indian Rupees Ten Thousand Only) aggregating to INR 300,00,00,000/- (Indian Rupees Three Hundred Crore Only); and (b) a green shoe option of up to 2,00,000 (two lakh) senior, secured, listed, rated, taxable, transferable, redeemable, non-convertible debentures each having a face value of INR 10,000/- (Indian Rupees Ten Thousand Only) aggregating to INR 200,00,00,000/- (Indian Rupees Two Hundred Crore Only) ("Green Shoe Option")
Minimum Subscription	1000 (One Thousand) Debentures (aggregating to INR 1,00,00,000 (Indian Rupees One Crore), and 1 (one) Debenture thereafter
Option to retain oversubscription (Amount)	Green shoe option of up to 2,00,000 (two lakh) senior, secured, listed, rated, taxable, transferable, redeemable, non-convertible debentures each having a face value of INR 10,000/- (Indian Rupees Ten Thousand Only) aggregating to INR 200,00,00,000/- (Indian Rupees Two Hundred Crore Only)
Objects of the Issue / Purpose for which there is requirement of funds	The proceeds of the issue will be utilized for the onward lending purpose (" Purpose ").
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 prescribed format:	Not Applicable. The proceeds raised from the Issue will be used solely for the Purpose (Defined in Section 1)
Details of the utilization of the Proceeds	Provided that no part of the proceeds shall be utilized directly/indirectly towards the following: - capital markets (including equity, debt, debt linked and equity linked instruments or any other capital market land activities); - any speculative purposes; - for land acquisition or usages that are restricted for bank financing; - repayment of existing debt other than in the ordinary course of business; and - in contravention of any applicable law. Further, no part of the proceeds of issuance of Debentures shall be

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	utilized directly/indirectly towards repaying existing debts, and for disbursement of loan to promoter and director(s) of the Issuer.
Interest Rate/ Coupon Rate/ Coupon	11.70% (Eleven decimal seven zero per cent) per annum per month.
Step Up/ Step Down Coupon Rate	Not Applicable
Coupon / Dividend Payment Frequency	Monthly
Coupon Payment Dates	As per the dates set out in 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)	Actual / Actual. The Coupon (if any) shall be computed on the basis of actual number of days elapsed in a year, for this purpose a year shall comprise of a period of 365 (Three Hundred and Sixty-Five) days. In case of a leap year, if 29th February of the relevant leap year falls during the Tenor of the Debentures, then the number of days shall be reckoned as 366 (Three Hundred and Sixty-Six) days for the one-year period.
Interest on Application Monies	Interest at the Coupon Rate (subject to Tax deduction under the Applicable Law or any other statutory modification or re-enactment thereof, if applicable) will be paid to the Applicants on the Application Monies for the Debentures for the period starting from and including the date of realization of Application Monies in Issuer's bank account as specified in the Key Information Document ("Pay-In Date"), up to 1 (one) day prior to the Deemed Date of Allotment for all valid applications within such timelines as agreed by the Parties; and Where Pay-in Date and Deemed Date of Allotment fall on the same date, no interest on Application Monies is to be paid to the Applicants.
Default Interest Rate	2.00% (Two-point Zero Zero percent) per annum over and above the Coupon Rate.
Default Interest Rate	In case of default in payment of Coupon and / or Redemption Amount on as per the Payment Mechanism, additional coupon rate of 2% p.a. (two percent per annum) payable monthly over the Coupon Rate will be payable by the Issuer from the date of default till such default in payment of Coupon and/or Redemption Amount is rectified. In case of default by the Issuer in the performance of any of the covenants of this Issue, including but not limited to the Financial Covenants of this Issuance, additional coupon rate of 2% p.a. (two percent per annum) payable monthly over the Coupon Rate will be payable by the Issuer from the date of default till such default is rectified, if the Issuer fails to satisfy the covenants before the end of the respective Cure Period. The Issuer shall be liable to pay an additional coupon at 2% (Two Percent) per annum, over and above the applicable coupon rate in case

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	of a failure of the Issuer to create, register and perfect the security over the Hypothecated Assets within 30 (thirty) days from the execution of the Deed of Hypothecation. In case the Company fails to execute the Debenture Trust Deed within timelines specified in Regulation 18(1) of the SEBI NCS Regulations but not later than filing final listing application, without prejudice to any liability arising on account of violation of the provisions of the Act and the SEBI (Issue and Listing of Non-Convertible Securities) Regulations, 2021, the Company shall also pay interest of at least 2% (two) percent per annum or such other rate, as specified by the SEBI to the holder of the Debentures, over and above the agreed Coupon/ Interest Rate, till the execution of the Deed. Each of the default coupon rates mentioned above are mutually exclusive and will be payable in the event the circumstance triggering the default coupon rate occurs and charging of Default Interest shall be without prejudice to any other right of the Debenture Trustee under Applicable Law or Transaction Documents. However, the Default Interest shall not be applicable on the Issuer when the event triggering such Default Interest occurs as a result of a Force Majeure Event.
Tenor	27 (twenty seven) months from the Deemed Date of Allotment.
Redemption Date / Maturity Date	December 16, 2028 The Debentures shall be redeemed on a pro rata basis as set out in Annexure IV and shall be fully redeemed by the Final Redemption Date.
Redemption Amount	At par
Redemption Premium/ Discount	Not Applicable
Issue Price	INR 10,000/- (Indian Rupees Ten Thousand Only) per Debenture
Discount at which security is issued and the effective yield as a result of such discount	Not Applicable
Premium / Discount at which security is redeemed and the effective yield as a result of such premium / discount	Not Applicable
Put Date	Not Applicable
Put Price	Not Applicable
Call Date	Not Applicable
Call Price	Not Applicable
Put Notification Time (Timelines by which the investor need to intimate Issuer before exercising the put)	Not Applicable
Call Notification Time (Timelines by which the Issuer need to intimate investor before exercising the call)	Not Applicable
Face Value	INR 10,000/- (Indian Rupees Ten Thousand Only) per Debenture

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Minimum Application and in multiples of thereafter	1000 (One Thousand) Debentures (aggregating to INR 1,00,00,000 (Indian Rupees One Crore), and 1 (one) Debenture thereafter
Issue Timing 1) Issue Opening Date 2) Issue Closing Date 3) Date of earliest closing of the Issue, if any 4) Deemed Date of Allotment 5) Pay-in Date	September 15, 2026 September 15, 2026 September 15, 2026 September 16, 2026 September 16, 2026
Settlement mode of the Instrument	RTGS / NEFT / IMPS
Depositories	NSDL and CDSL
Disclosure of Interest / Dividend / Redemption Dates	Please refer to Annexure IV in this Key Information Document.
Record Date	As set out more particularly in Section 1 of this Key Information Document.
All covenants of the issue (including side letters, accelerated payment clause, etc.)	Accelerated payment: Please refer to 'Mandatory Redemption' set out below in this Section 3.33. Representations and Warranties Please refer to Section 4.1 of this Key Information Document. Affirmative Covenants Please refer to Section 4.2 (a) of this Key Information Document. Negative Covenants Please refer to Section 4.2 (b) of this Key Information Document. Reporting Covenants Please refer to Section 4.2 (c) of this Key Information Document. Financial Covenants Please refer to Section 4.2 (d) of this Key Information Document.
Description regarding Security (where applicable) including type of security (movable / immovable / tangible etc.), type of charge (pledge / hypothecation / mortgage etc.), date of creation of security / likely date of creation of security, minimum security cover, revaluation, replacement of security, interest to the debenture holder over and above the coupon rate as specified in the Debenture Trust Deed and disclosed in the General Information Document.	A first ranking, exclusive, current and continuing hypothecation created by the Issuer over the Hypothecated Assets in terms of the Deed of Hypothecation in favour of the Debenture Trustee (acting for and on behalf of the Debenture Holders), such other Encumbrance on such assets as may be agreed between the Issuer and the Debenture Trustee or created pursuant to this Key Information Document / the Debenture Trust Deed. Issuer to provide a list of specific gold receivables 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 on monthly basis within 15 (fifteen) calendar days of the end of each calendar month ("Monthly Security Cover Determination Date"). Eligibility Criteria: The loans forming part of the Hypothecated Assets shall satisfy the Eligibility Criteria and such other requirements set out in the Deed of Hypothecation. Replacement of Security: The Company shall, within the timelines prescribed under the Deed of Hypothecation replace such Hypothecated Assets that do not satisfy the Eligibility Criteria. If the Security in respect of Debentures falls below the Security Cover as specified in this Key Information Document / the Debenture Trust Deed on any account, the Issuer shall within 30 (thirty) calendar days of such occurrence,

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	hypothecate further assets or such additional Security as may be acceptable to the Debenture Trustee to maintain the Security Cover in the manner set out in the Deed of Hypothecation. Revalue of Security: The Debenture Trustee shall be permitted to conduct a valuation of the Hypothecated Assets and re-value the Hypothecated Assets, as and when it deems fit, if in its opinion the Security Cover is falling or is low. Interest to the Debenture Holder over and above the Coupon Rate: The Issuer's failure to create Security over the Hypothecated Assets within the timeline stipulated under the Transaction Documents shall attract a 2% p.a. additional interest over the Coupon. In case of any repugnancy between the provisions of the clause herein for the creation of hypothecation and the terms provided in the Deed of Hypothecation for the creation of hypothecation over the Hypothecated Assets, the terms of the Deed of Hypothecation shall prevail.
Security Cover	The value of the Hypothecated Assets charged as Security in favour of the Debenture Trustee is maintained at least 1.10x (one decimal point one zero times) the aggregate amount of the Outstanding Amounts in relation to the Debentures and shall be maintained at all times until the redemption of the Debentures and payment of the Secured Obligations ("Security Cover") till the Final Settlement Date, (on the terms and conditions mentioned under the Transaction Documents) in accordance with Applicable Law and the Transaction Documents.
Transaction Documents	a) Debenture Trust Deed, b) Debenture Trustee Appointment Agreement, c) the Disclosure Document(s), d) Hypothecation Agreement, e) Hypothecation Confirmation Letter, f) Special Power of Attorney; and All other documents in relation to the issuance of the Debentures.
Conditions Precedent to Disbursement	a) A certified true copy of the latest Charter Documents of the Issuer, certified as correct, complete and in full force and effect by the appropriate officer. b) A certified true copy of the resolution of the Board for issue of Debentures and inter alia with respect to: - approving the borrowings by way of issue of Debentures contemplated by the Debenture Trust Deed; - approving the creation of security interest in accordance with the provisions of the Transaction Documents; - appointment of MITCON CREDITIA TRUSTEESHIP SERVICES LIMITED as Debenture Trustee; - approving the terms and execution of, and the transactions contemplated by the Transaction Documents; - authorising a director or directors or other authorised executives to execute the Transaction Documents; - to appoint the other intermediaries in relation to the issue of Debentures; and - authorising a Person or Persons, on its behalf, to sign and/or dispatch all documents and notices to be signed and/or

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	dispatched by it under or in connection with the Transaction Documents. c) A certified copy of a special resolution of the shareholders of the Company approving the private placement of the Debentures under Rule 14 of the Companies (Prospectus and Allotment of Securities) Rules, 2014, prescribed under Section 42 of the Companies Act, certified as correct, complete and in full force and effect by an appropriate officer of the Company; d) A certified copy of a special resolution of the shareholders of the Company under Section 180(1)(a) and Section 180(1) (c) of the Companies Act, certified as correct, complete and in full force and effect by the appropriate officer. e) A certificate from the authorised signatory of the Issuer/company secretary stating the following: f) the persons authorised to sign the Transaction Documents and any document to be delivered under or in connection therewith, on behalf of the Company, together with the names, titles and specimen signatures of such authorised signatories; g) that the Issuer has necessary powers under the Charter Documents of the Issuer to borrow monies by way of issue of the Debentures; h) that no consents and approvals are required from the Issuer from its creditors or any Governmental Authority or any other person for the issuance of Debentures; i) that the representations and warranties contained in this Key Information Document and the Transaction Documents are true and correct in all respects; j) no Event of Defaults or potential Event of Default has occurred or is subsisting; k) no Material Adverse Effect has occurred; l) no investor or shareholder consent and /or approval, pursuant to the articles of association of the Issuer or any shareholders' agreements or other documents and /or instruments entered into by the Issuer and its shareholders or investors, is required by the Issuer to enter into or perform its obligations under the Transaction Documents; m) the present issue of Debentures is within the limits authorised by the Board and the shareholders in the board resolution and the shareholders resolution respectively and that the same is still valid, binding and subsisting and have not been rescinded; and n) the issuance of the Debentures and the transactions contemplated herein will not have an adverse impact on the rights of any of the shareholders or investors of the Issuer. o) A copy of the e-Form MGT-14 filed with the Registrar of Companies with respect to the board resolution or shareholders' resolution (as applicable and if required under the Act) passed for the issue of Debentures. p) The Issuer shall have executed the following in the manner and form as required by the Debenture Trustee: a) DTAA; b) Debenture Trust Deed;
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	c) Deed of Hypothecation; d) Power of Attorney; and e) Any other document as required by the Debenture Trustee or the Debenture Holders. q) The Issuer shall have obtained the Debenture Trustee Consent Letter from the Debenture Trustee. r) A copy of the press release issued by the Rating Agency along with the credit rating letter providing a credit rating to the Debentures along with the rating rationale/credit opinion. s) A copy of the letter from the registrar providing its consent to act as the RTA for the issue of Debentures. t) A copy of the tri-partite agreement executed by the Issuer with the Registrar and the Depository. u) The Issuer shall have uploaded the General Information Document. v) The Issuer shall have uploaded the relevant Key Information Document for the issue of the Debentures and Form PAS-4 on the electronic book provider platform within the timelines set out under Applicable Law. w) The Issuer has made available to the Debenture Trustee and the Debenture Holders the latest Financial Statements for the previous Financial Year or audited financial half-year. x) The Issuer shall have obtained in-principle approval from the Stock Exchange for listing of the Debentures. y) The Issuer shall have obtained due-diligence certificate from the Debenture Trustee. z) The Company shall have obtained due-diligence certificate from the Merchant Banker. - aa) The Issuer shall have obtained the International Securities Identification Number (ISIN) in respect of the Debentures. - bb) The Issuer shall have complied with all the provisions of the SEBI Debenture Trustees Master Circular in relation to compliance with distributed ledger technology requirements. - cc) Payment of all fees and stamp duty under the Transaction Documents executed is done to the satisfaction of the Debenture Trustee. - dd) Such other information/documents, certification by Issuer's authorized representatives, opinion and instruments as may be required by the Debenture Trustee. - ee) The Company shall ensure that the Articles of Association of the Company has an enabling clause to allow the appointment of a Nominee Director by the Debenture Trustee in specified cases, within the timelines prescribed by the Securities and Exchange Board of India in this regard.
Conditions Subsequent to Disbursement	i. Certified true copy of the board resolution for the allotment of the Debentures, within 1 (one) Business Days of the Deemed Date of Allotment for Debentures. ii. Filing of Form PAS-3 (as per the Act) being the return of allotment of Debentures with the Registrar of Companies along with payment of the requisite amount of fees as provided in the

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	Companies (Registration Offices and Fees) Rules, 2014 and the list of the Debenture Holders within 15 (Fifteen) days from the Deemed Date of Allotment for Debentures. iii. Provide evidence that the Depository accounts of the Debenture Holders with the Depository have been credited with the Debentures within 2 (two) days from the Deemed Date of Allotment for Debentures. iv. Credit the Debentures in the demat account(s) of the allottee(s) within 2 (two) Business Days from the Deemed Date of Allotment for Debentures. v. Payment of stamp duty at 0.005% (zero point zero zero five percent) on the Debentures as per the Indian Stamp Act, 1899. vi. Copy of Form PAS-5 being maintained by the Issuer in accordance with the Act, where the Issuer has recorded the names of the subscribers to the Debentures within 15 (Fifteen) days of Deemed Date of Allotment for Debentures. vii. An end-use certificate from a practising chartered accountant, certifying the heads under which funds have been utilized in accordance with Transaction Documents, within 90 (ninety) days of the Deemed Date of Allotment for Debentures. viii. The Issuer shall have submitted a copy of filed Form CHG-9 (as per the Act) or such other form as may be prescribed with the relevant Registrar of Companies to be filed by the Issuer in relation to the Security created over the Hypothecated Assets, within timelines as mentioned in the Transaction Documents and in any case the form CHG-9 shall have been filed with the relevant Registrar of Companies by the Issuer within 30 (thirty) days of execution of Deed of Hypothecation. ix. To provide the certificate of registration of charge obtained in relation to the CHG-9 filing. x. As applicable to the Issuer in accordance with the Applicable Law(s), relevant filings in the prescribed form to be made with an information utility registered with the Insolvency and Bankruptcy Board of India in accordance with Section 215 of the Insolvency Code and other regulations including the Insolvency and Bankruptcy Board of India (Information Utilities) Regulations, 2017. xi. Providing all the necessary assistance to the Debenture Trustee for filing of and registering with the Central Registry under the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 for the exercise of the rights, powers and authority hereby conferred on the Debenture Trustee for effecting and perfecting the Security created or purported to be created under the Deed of Hypothecation and for enforcement of such Security within 30 days from date of execution of Transaction Documents or within the timeline stipulated under Applicable Law. xii. Obtaining the final listing approval from the Stock Exchange in respect of the Debentures (including but not limited to payment of all fees) and list the Debentures on the wholesale debt market segment of the Stock Exchange within 3 (three) Business Days from the issue closing date of Debentures. xiii. Any other document as required by the Debenture Trustee. xiv. Any other document as required elsewhere under the Transaction Documents.
Events of Default (including	Please refer to Section 4.3 of this Key Information Document.

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manner Of voting /conditions of joining Inter Creditor Agreement)	
Creation of recovery expense fund	The Company hereby agrees and undertakes that it shall create a recovery expense fund in the manner as set out in SEBI NCS Regulations and the SEBI Debenture Trustees Master Circular or such other circulars as may be specified by the SEBI from time to time and shall inform the Debenture Trustee of the same in writing. Without prejudice to the generality of the foregoing, the Company shall ensure compliance with the SEBI NCS Regulations, as amended/ supplemented from time to time in relation to the creation and maintenance of the recovery expense fund, the key provisions of which are as follows: (a) <u>Creation of Recovery expense fund</u>: The Company shall deposit cash or cash equivalents including bank guarantees towards the contribution to recovery expense fund with the Designated Stock Exchange and submit relevant documents evidencing the same to the Debenture Trustee from time to time. The Company shall ensure that the bank guarantees remain valid for a period of 6 (Six) months post the maturity date of the Debentures. The Company shall keep the bank guarantees in force and renew the bank guarantees at least seven working days before its expiry, failing which the Designated Stock Exchange shall invoke such bank guarantee. (b) <u>Utilisation of recovery expense fund</u>: In the event of default, the Debenture Trustee is not required to obtain the consent of Debenture Holders for enforcement of security and shall inform the same to the Designated Stock Exchange as set out in Chapter IV of the SEBI Debenture Trustees Master Circular and the SEBI circular 'Modifications to Chapter IV of the SEBI Master Circular for Debenture Trustees dated August 13, 2025'. The amount lying in the recovery expense fund shall be released by the Designated Stock Exchange to the Debenture Trustee within five Business Days of receipt of such intimation. The Debenture Trustee shall keep a proper account of all expenses incurred out of the funds received from recovery expense fund and shall on an annual basis update the Debenture Holders regarding the utilization of such funds. (c) <u>Refund of recovery expense fund to the Company</u>: The balance in the recovery expense fund shall be refunded to the Company on repayment to the Debenture holders for which a 'No Objection Certificate (NOC)' shall be issued by the Debenture Trustee(s) to the Designated Stock Exchange. The Debenture Trustee shall satisfy that there is no 'default' on any other listed debt securities of the Company before issuing the NOC.
Conditions for breach of covenants (as Specified in the relevant Debenture Trust Deed)	Please refer to Section 4.2 of this Key Information Document (including breach of affirmative covenants, negative covenants, financial covenants and reporting covenants).
Provisions related to Cross Default Clause	Please refer to Section 4.3 of this Key Information Document.
Role and Responsibilities of the Debenture Trustee	Please refer to Section 4.5 of this Key Information Document.
Risk factors pertaining to the issue	Please refer to Section 3 (<i>Risk Factors</i>) of the General Information Document.

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	<u>Risks Relating to Reduced Face Value Debentures and Limited Market Liquidity</u> The Debentures are being issued at a face value of Rs.10,000 each pursuant to SEBI Circular No. SEBI/HO/DDHS/DDHS-PoD-1/P/CIR/2024/94 dated July 03, 2024, which permits issuance of listed debt securities on a private placement basis at a reduced denomination from the standard minimum face value of Rs. 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 relevant offer document. 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. <u>Key Risks Relating to Asset Quality, Business Concentration and Regulatory Changes</u> The Issuer is exposed to certain business-specific and regulatory risks which may adversely affect its business, financial condition, results of operations and ability to service the NCDs. Any deterioration in asset quality, including increase in non-performing assets, stressed assets, write-offs or provisioning requirements, may adversely affect profitability, liquidity and cash flows. Further, to the extent the Issuer has material concentration in any particular product segment, asset class or line of business, including collateral-backed lending segments, any adverse movement in market conditions, collateral values, borrower behaviour or applicable regulatory norms relating to such segment may have a disproportionate impact on the Issuer's operations and financial performance. In addition, the Issuer is subject to extensive regulation and supervision, and any change in applicable laws, regulations, directions, prudential norms or supervisory expectations, or any failure or perceived failure to comply with the same, may result in increased compliance obligations, regulatory action, financial impact or reputational harm, which may adversely affect the Issuer's ability to meet its obligations under the NCDs.
Governing Law	The Debentures and documentation will be governed by and construed in accordance with the laws of India and the parties submit to the exclusive jurisdiction of the courts and tribunals in [●], India. Notwithstanding anything stated earlier, the Debenture Trustee has the right to commence proceedings before any other court or forum in India.
Mandatory Redemption	On the occurrence of the Mandatory Redemption Event and subject to Applicable Law, the Debenture Trustee shall have the right but not the obligation to demand immediate Redemption of the Debentures in full together with the accrued interest and all other amounts accrued thereto without any premature redemption penalty, by serving a written notice to the Issuer within 30 (thirty) days from the occurrence of the Mandatory Redemption Event ("Mandatory Redemption Notice"), to the Issuer or persons identified by him. All such amounts shall become due and payable within 30 (thirty) days from the date of receipt of such notice by the Issuer.

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	i. Rating of the instrument downgraded below Acuite BBB+ (“Mandatory Redemption Event”) However, such Accelerated/Mandatory Early Redemption obligation shall not be applicable on the Issuer when the downgrade of rating occurs as a result of a Force Majeure Event.
Mandatory Redemption Date	30 (thirty) days from the date of Mandatory Redemption Notice
Cure Period	1. Breach of any of the covenants as mentioned under the Section 4.2(b) (<i>Negative Covenant(s)</i>) subject to a cure period of 45 (forty five) days, except for the breach of any of the Holding and Management Covenant(s) as provided in sub-clause (2) of this clause. 2. Breach of any of the covenants as mentioned under the clause (p) (<i>Holding and Management Covenant(s)</i>) under Section 4.2(b) (<i>Negative Covenants</i>), subject to a cure period of 45 (forty five) days. 3. Breach of any of the covenants as mentioned under clause (q) (<i>Rating Covenant</i>) under the Financial Covenant(s) as set out in Section 4.2(d) of this Key Information Document, subject to a cure period of 90 (ninety) days. 4. Breach of any of the covenants as mentioned under the Financial Covenant(s) as set out in Section 4.2(d) of this Key Information Document, subject to a cure period of 45 (forty five) days. 5. Occurrence of Material Adverse Effect/ any results of any annual review conducted by the Debenture Trustee not being to the satisfaction of the Debenture Trustee with a cure period of 30 (thirty) days. 6. Any legal or regulatory decision resulting in suspension/ revocation of the NBFC license with a cure period of 45 (forty five) days.
Buy Back	Issuer can buy back Debentures subject to applicable Law with the consent of the Debenture Trustee and the Majority Debenture Holders.
Prepayment	Issuer may prepay the debentures subject to Applicable Law.
Early Redemption	Early Redemption shall be subject to the consent of the Debenture Trustee (acting on behalf of the Majority Debenture Holders) and compliance with applicable Laws.
Risk related to financial information	The investors are advised that certain disclosures required as of the end of the latest completed quarter, are presented as on March 31, 2026. This is due to the unavailability of certain data as on June 30, 2026, at the time of issuance of this Key Information Document. As such, the information presented may not reflect the Company’s most current position as of the end of the latest quarter. In addition, the financial disclosures contained herein are based on financial information as of March 31, 2026, or such other specific dates as mentioned, in compliance with applicable legal provisions.

Note:

1. 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.
2. The list of documents which has been executed in connection with the issue and subscription of debt securities shall be annexed.

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3. While the debt securities are secured to the tune of 110% (One Hundred and Ten percent) of the aggregate amount of the Outstanding Amounts or as per the terms of Key Information Document, in favour of Debenture Trustee, it is the duty of the Debenture Trustee to monitor that the security is maintained.
4. The Issuer further undertakes, that the Hypothecated Assets on which the charge or security is proposed to be created is sufficient to meet the hundred percent security cover or higher security cover is free from any encumbrances. The Issuer further undertakes that any such charge proposed to be created is a first ranking exclusive charge and therefore no permission or consent to create a second or pari-passu charge on the assets of the Issuer is required to be obtained from any creditor (whether or not existing) of the Issuer.

The debt securities are secured to the tune of 110% (One Hundred and Ten percent) of the aggregate amount of the Outstanding Amounts and is free of all encumbrances. The charge created is a first ranking exclusive charge, hence no consent is required from other lenders.

5. The Issuer confirms that:
 - a. requisite consents and/or permissions for creation of further charge on the Hypothecated Assets is already taken from the existing lenders, in case Hypothecated Assets are encumbered. - Not Applicable
 - b. Information on consents/ permissions required for creation of further charge on assets is adequately disclosed in this Key Information Document. -Not applicable as this is an exclusive charge
 - c. All disclosures made in this Key Information Document with respect to creation of security are in conformity with the clauses of debenture trustee agreement.
 - d. All covenants proposed to be included in debenture trust deed (including any side letter, accelerated payment clause etc.) are disclosed in this Key Information Document.
6. The Issuer shall provide granular disclosures in this 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".

100% (one hundred percent) of the proceeds of the issuance of Debentures will be utilized for onward lending purpose.

7. 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.
8. Before making the application for listing of debt securities, the Issuer shall create charge as specified in the Debenture Trust Deed/ General Information Document/ Key Information Document, in favour of the debenture trustee and also execute debenture trust deed (DTD) with the Debenture trustee. The Stock Exchange(s) shall list the debt securities only upon receipt of a due diligence certificate as per format specified in NCS Listing Regulations from debenture trustee confirming creation of charge and execution of the Debenture Trust Deed. The charge created by Issuer shall be registered with Sub-registrar, Registrar of Companies, CERSAI, Depository etc., as applicable, within 30 (Thirty) days of creation of such charge. In case the charge is not registered anywhere or is not independently verifiable, then the same shall be considered a breach of covenants/ terms of the issue by the Issuer.
9. The Issuer reserves the right to make multiple issuances under the same ISIN with reference to Chapter VIII (Specifications related to ISIN for debt securities) of the Listed NCDs Operational Circular. Any such issue can be made either by way of creation of a fresh ISIN or by way of issuance under an existing ISIN at premium/par/discount as the case may be in line with Chapter VIII (Specifications related to ISIN for debt securities) of the Listed NCDs Operational Circular.

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3.34 Future Borrowings

The Company will be entitled to borrow/raise loans or avail of financial assistance in whatever form as also to issue debentures/ NCDs/other securities in any manner by creating a charge on any assets, subject to applicable consents, approvals or permissions that may be required under any statutory/regulatory/contractual requirement, or as may be required under applicable law or existing financing agreements, including any intimation, if applicable under the Transaction Documents, provided stipulated Security Cover is maintained on the Debentures and the company is in compliance of all the terms of the Transaction Documents.

3.35 Execution of the Debenture Trust Deed

The Issuer and the Debenture Trustee shall execute the Debenture Trust Deed within such timelines as may be specified by SEBI but before making the final listing application. In case the Issuer fails to execute the Debenture Trust Deed within above referred timelines, without prejudice to any liability arising on account of violation of the provisions of the Act and the SEBI (Issue and Listing of Non-Convertible Securities) Regulations, 2021, the Issuer shall also pay interest of at least 2 (two) percent per annum or such other rate, as specified by the SEBI to the holder of the Debentures, over and above the agreed Coupon/Interest Rate, till the execution of the Debenture Trust Deed.

3.36 Listing and Monitoring Requirements

a) Monitoring

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

b) Recovery Expense Fund

- i. The Company hereby undertakes and confirms that it shall, within the time period prescribed under the SEBI Master Circular for Debenture Trustees, establish, maintain and utilize the Recovery Expense Fund in such manner/ mode as is prescribed under the SEBI Master Circular for Debenture Trustees, to enable the Debenture Trustee to take prompt action in relation to the enforcement/legal proceedings under the Transaction Documents.
- ii. The Company shall deposit cash or cash equivalents including bank guarantees towards the contribution to Recovery Expense Fund with the Designated Stock Exchange and submit relevant documents evidencing the same to the Debenture Trustee from time to time.
- iii. The Company shall ensure that any bank guarantees provided in respect of the Recovery Expense Fund remain valid for a period of 6 (six) months following the maturity date of the Debentures. The Company shall keep the bank guarantees in force and renew the bank guarantees at least 7 (seven) Business Days before its expiry, failing which the Designated Stock Exchange may invoke such bank guarantee.
- iv. On the occurrence of any Event of Default, the Debenture Trustee shall not obtain the consent of Debenture Holders for enforcement/legal proceedings and shall inform the Designated Stock Exchange of such occurrence and the obtaining of any consent in respect thereof (if any). 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

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under Chapter IV of the SEBI Debenture Trustees Master Circular and the SEBI circular '*Modifications to Chapter IV of the SEBI Master Circular for Debenture Trustees*' dated August 13, 2025. The Debenture Trustee shall keep a proper account of all expenses incurred out of the funds received from Recovery Expense Fund and shall on an annual basis update the Debenture Holders regarding the utilization of such funds.

- v. The amounts in the Recovery Expense Fund shall be refunded to the Company on repayment/redemption of the Debentures, following which a "no objection certificate" shall be issued by the Debenture Trustee(s) to the Designated Stock Exchange. The Debenture Trustee shall ensure that there is no default on any other listed debt securities of the Company before issuing such "no objection certificate".

c) Requirements Under the LODR Regulations

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

d) Due Diligence process carried out by the Debenture Trustee:

- (i) The Debenture Trustee shall carry out due diligence prior to the creation of the charge on the security and on a continuous basis to ensure compliance by the Company with the provisions of the Act, LODR Regulations, SEBI NCS Listing Regulations, and Listed NCDs Master Circular, SEBI Master Circular for Debenture Trustees, Debenture Trustees Regulations, the listing agreement of the Stock Exchange(s) where the Debentures are listed, this Key Information Document/ Debenture Trust Deed and any other regulations issued by SEBI pertaining to debt issuance.
- (ii) For the purpose of carrying out the due diligence as required in terms of the SEBI Debenture Trustees Master Circular, the Debenture Trustee may at any time through its authorized representatives and agents, inspect books of account, records, registers of Company and the trust property to the extent necessary for discharging its obligations and the Company 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 expenses incurred in conducting such inspection/due diligence process shall be fully borne by the Debenture Trustee.
- (iii) The Company shall promptly disclose and furnish to the Debenture Trustee, all documents/ information about or in relation to the Company or the Debentures, as requested by the Debenture Trustee to fulfil its obligations hereunder or to comply with any Applicable Law, including in relation to filing of its reports/ certification to Stock Exchange within the prescribed timelines.
- (iv) The Company shall supply to the Debenture Trustee (sufficient copies for all Debenture Holder(s) if the Trustee so requests): (i) quarterly financial results within forty five (45) days of the end of each quarter, and (ii) the annual audited standalone financial statements for a financial year (along with documents specified under SEBI (Listing Obligations and Disclosure Requirements) Regulations 2015, including but not limited to statutory auditors report, directors' annual report, profit and loss accounts and a balance sheet) by no later than 60 (sixty) days from the end of the relevant financial year, in accordance with Applicable Laws.

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- (v) The Company shall submit documents/ information as the Debenture Trustee may require to conduct continuous and periodical due diligence and monitoring of Security created/assets on which security interest/ charge is created, which shall inter alia include:
- a. periodical status/ performance reports from the Company containing the following particulars:
 - (i) updated list of the names and addresses of the debenture holders;
 - (ii) details of interest due but unpaid and reasons thereof;
 - (iii) the number and nature of grievances received from debenture holders and (a) resolved by the company (b) unresolved by the company and the reasons for the same.
 - (iv) a statement that the assets of the company which are available by way of security are sufficient to discharge the claims of the debenture holders as and when they become due;
 - b. details with respect to defaults, if any, with regard to payment of interest or redemption of Debentures;
 - c. details with respect to the implementation of the conditions regarding creation of Security for the Debentures, debenture redemption reserve and Recovery Expense Fund;
 - d. details with respect to the assets of the Company and of the guarantors, if any, 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;
 - e. reports on the utilization of funds raised by the issue of Debentures;
 - f. details with respect to conversion or redemption of the Debentures;
 - g. 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 monies upon redemption of Debentures to the debenture holders due to them within the stipulated time period in accordance with the Applicable Law.
 - h. reports from the lead bank regarding the progress of the project (if applicable);
 - i. details regarding monitoring of utilisation of funds raised in the issue of Debentures;
 - j. certificate from the statutory auditors of the Company (if applicable):
 - i. in respect of utilisation of funds during the implementation period of the project; and
 - ii. in the case of debentures issued for financing working capital, at the end of each accounting year.
 - k. Intimations regarding:
 - a) any revision in the rating;
 - b) any default in timely payment of interest or redemption or both in respect of the non-convertible debt securities;
 - c) all covenants of the Issue (including side letters, accelerated payment clause, etc.
 - l. such other documents or information as may be required by the Debenture Trustee in accordance with the Applicable Law.
- (vi) On quarterly basis provide certificate regarding maintenance of hundred percent Security Cover or higher security cover as per the terms of Disclosure Document and/or Debenture Trust Deed, including compliance with all the Financial covenants, other covenants, in respect of listed non-convertible debt securities, by the statutory auditor, along with the financial results, in the manner and format as specified by the Board and the SEBI Master Circular for Debenture Trustees.

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- (vii) Provide all such disclosures, certificates required by the Debenture Trustee for monitoring of the secured assets under SEBI Listed Debentures Circulars and Regulations.
- (viii) The Company will provide all such assistance to the Debenture Trustee as may be required by it, to carry out the necessary due diligence and monitor the security cover in the manner as may be specified by SEBI from time to time. In this regard, in accordance with the Chapter VI (Periodical/ Continuous Monitoring by Debenture Trustee) of the SEBI Debenture Trustees Master Circular, the Company undertakes and agrees to provide all relevant documents/information, as applicable, to enable the Debenture Trustee to submit the following reports/certifications to BSE in accordance with Chapter VI (Periodical/ Continuous Monitoring by Debenture Trustee) of the SEBI Debenture Trustees Master Circular:

REPORTS/CERTIFICATES	TIMELINES FOR SUBMISSION REQUIREMENTS TO THE DEBENTURE TRUSTEE	TIMELINE FOR SUBMISSION OF REPORTS/ CERTIFICATIONS BY DEBENTURE TRUSTEE
Security cover certificate (to the extent applicable) A statement of value of pledged securities (to the extent applicable) A statement of value for debt service reserve account or any other form of security offered	Quarterly basis within 60 (sixty) days from each Quarterly Date and within 75 (seventy-five) days from March 31 of the relevant Financial Year or such other timelines as may be prescribed under Applicable Law, and, where applicable, in the format prescribed in the SEBI Debenture Trustees Master Circular.	Quarterly basis within 75 (seventy five) days from each Quarterly Date (other than March 31 of the relevant Financial Year) and within 90 (ninety) days from March 31 of the relevant Financial Year or such other timelines as may be prescribed under Applicable Law, and, where applicable, in the format prescribed in the SEBI Debenture Trustees Master Circular.
(to the extent applicable) Net worth certificate of guarantor (secured by way of personal guarantee)	Half yearly basis within 60 (sixty) days from the end of each half-year or within such timelines as may be agreed between the Company and the Debenture Trustee.	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 the end of each Financial Year or within such timelines as may be agreed between the Company and the Debenture Trustee.	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.
(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 or such other timelines as may be prescribed under Applicable Law.	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.

e) Others

- i. The Company shall, at all times until the Secured Obligations have been duly discharged, maintain a bank account no. 10111853303 and IFSC Code IDFB0080244 with IDFC First

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Bank ("**Account Bank**") from which it proposes to pay the redemption and interest amount. The Company agrees and acknowledges that they shall also inform the Debenture Trustee within 1 (one) working day of any change in the Account Bank details.

- ii. The Company further acknowledges, agrees, that the Debenture Trustee is authorised to seek redemption and interest payment related details and information from the Account Bank in terms of the extant SEBI regulations. Further, in case of change of Account bank, the Debenture Trustee shall accept such change only upon submission of the duly acknowledged and accepted pre-authorisation letter and duly accepted consent letter from the successor /new account bank.
- iii. The Company covenants with the Debenture Trustee that it shall comply with all its obligations under this Key Information Document and pay and repay all the monies payable by the Company (including any applicable default interest, fees and costs and expenses) to the Debenture Trustee and the Debenture Holder(s) pursuant to the terms of this Key Information Document.
- iv. The Company shall ensure due compliance and adherence to the SEBI Master Circular for Debenture Trustees in letter and spirit.
- v. To the extent applicable and required in terms of the SEBI Master Circular for Debenture Trustees, the Debenture Trustee shall execute an "inter creditor agreement" in the manner prescribed under the SEBI Master Circular for Debenture Trustees.
- vi. To the extent required/ applicable, the Company shall provide intimation to the Debenture Trustee regarding (i) any default in timely payment of interest or redemption or both in respect of the non-convertible debt securities issued by the Company, and (ii) all covenants of the issue (including side letters, event of default provisions/ clauses etc.).
- vii. The Company shall promptly disclose and furnish to the Debenture Trustee, all documents/ information about or in relation to the Company or the Debentures, as requested by the Debenture Trustee to fulfil its obligations hereunder or to comply with any Applicable Law, including in relation to filing of its reports/ certification to stock exchange within the prescribed timelines.
- viii. The Company and the Debenture Trustee hereby agree and covenant to comply with the requirements prescribed under the SEBI Master Circular for Debenture Trustees in respect of the Debentures and the transactions contemplated in the Transaction Documents.

3.37 Undertaking of the Issuer

- a) Investors are advised to read the risk factors carefully before taking an investment decision in this issue. For taking an investment decision, investors must rely on their own examination of the issuer and the offer including the risks involved. The securities have not been recommended or approved by 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 under the section 'General Risks'.
- b) The Issuer, having made all reasonable inquiries, accepts responsibility for, and confirms that this issue document contains all information with regard to the issuer and the issue, that the information contained in the issue document is true and correct in all material aspects and is not misleading in any material respect, that the opinions and intentions expressed herein are honestly held and that there are no other facts, the omission of which make this document as a whole or any of such information or the expression of any such opinions or intentions misleading in any material respect.

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

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SECTION 4: TRANSACTION DOCUMENTS AND KEY TERMS

4.1 Representations and Warranties of the Issuer

The Issuer hereby represents and warrants to the Debenture Trustee on the day of the execution of the Debenture Trust Deed and shall be repeating on each day till the Final Settlement Date as follows:

1) Corporate organisation and authorisations:

- (a) It is a duly organised and validly existing company under the laws of India.
- (b) The Issuer is duly incorporated and is registered with the RBI as an NBFC.
- (c) It has the power and authority to:
 - (i) enter into, perform and deliver, and has taken all necessary actions to authorise its entry into, performance and delivery of, the Transaction Documents to which it is a party and the transactions contemplated by those Transaction Documents and to issue the Debentures;
 - (ii) own its properties and assets including the Hypothecated Assets;
 - (iii) perform its obligations under such Transaction Documents to which it is a party;
 - (iv) transact the business in which it is engaged or is proposed to be engaged; and
 - (v) do all things necessary or appropriate to consummate the transactions contemplated by this Key Information Document and the other Transaction Documents to which it is a Party.
- (d) It has obtained all resolutions and corporate authorisations required:
 - (i) to enable it to lawfully enter into, exercise its rights and comply with its obligations in the Transaction Documents to which it is a party; and
 - (ii) for it to carry on business.

2) Binding Obligation and no contravention

The Transaction Documents to which it is a party are valid, binding and enforceable and neither the execution, delivery and performance of its obligations contained hereunder or under the other Transaction Documents to which it is a party.

3) Material Agreements

The Company is not party to any agreement in respect of the Hypothecated Assets other than the Transaction Documents.

4) Non-Conflict with other obligations

The entry into and its compliance with or performance of the terms and provisions of this Key Information Document or such Transaction Documents nor the use of the amount raised by way of the Debentures for the Purpose:

- (a) contravenes any provision of any Applicable Law or any order, writ, injunction or decree of any court or Governmental Authority binding on it;
- (b) constitutes an Event of Default;
- (c) violates any provision of the Charter Documents of the Issuer or conflicts with or results in any breach of any of the terms, covenants, conditions or provisions of any agreement or instrument binding upon it; and
- (d) conflicts with any license, authorisations, permissions or other document by which it may be bound.

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5) **Corporate Governance**

The Issuer is in compliance with the corporate governance, fair practices code as prescribed by the RBI under the Applicable Law.

6) **Compliance with laws**

The Issuer is in material compliance with Applicable Laws, with all Tax laws in all jurisdictions in which it is subject to Tax and is not subject to any present liability by reason of non-compliance with such Applicable Law as would affect the ability of the Company to conduct its business. The Company has paid all Taxes due and payable by it and no claims have been asserted or are being asserted against it in respect of Taxes, and the Company has received no notice of pendency of any Tax proceedings and no notice of Tax payable by the Company has been received by it as would affect the ability of the Company to enter into the Transaction Documents (including the Security Documents) and perform its obligations thereunder. The Issuer is in compliance with all Applicable Laws to enable it to lawfully execute the Transaction Documents and issue the Debentures. Further It is eligible to issue the Debentures in accordance with the provisions of the SEBI NCS Regulations and the SEBI Master Circular.

7) **Taxes**

- i. The Company has: (i) paid all Taxes required to be paid by it other than any Taxes being contested by it in good faith and in accordance with the relevant procedures and for which adequate reserves are being maintained in accordance with Applicable Law; and (ii) made all Tax filings required to be made by it, within the time period allowed for payment or filing, as the case may be.
- ii. There are no proceedings pending before, or claims due to, any Tax authority in respect of the Company which could result in any Hypothecated Assets being or becoming subject to any Tax claims pursuant to Section 281 of the Tax Act and which may lead to a Material Adverse Effect under the Transaction Documents.

8) **Title**

The Issuer owns and has good, unencumbered (except for the Security to be created under the Transaction Documents), legal and/ or beneficial title to the Hypothecated Assets on which the Company is required to create Security pursuant to the Transaction Documents.

9) **No existing allotment pending**

There are no existing issuances of securities by the Issuer, the allotment of which has not been completed as on the date of the Debenture Trust Deed and the Key Information Document.

10) **Security and Ranking**

- (a) Each Security Document creates (or, once entered into, shall create) in favour of the Debenture Trustee (for the benefit of the Debenture Holders), the Security which it is expressed to create with first-ranking exclusive priority and is not subject to any prior ranking or pari passu ranking Security, and that such Security is valid and effective.

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- (b) Without limiting sub-paragraph (a) above, the Secured Obligations of the Company under the Debentures and the Transaction Documents shall rank pari passu with all other secured, senior creditors/ investors/ lenders of the Issuer and have priority over the claims of the subordinated creditors, except for obligations mandatorily preferred by law applying to companies generally.

11) **No Material Adverse Effect**

There is no Material Adverse Effect has occurred or is subsisting in the business, condition or operations of the Company.

12) **Validity and admissibility in evidence**

All authorisations required to make the Transaction Documents to which the Issuer is a party, admissible in evidence in its jurisdiction of incorporation, have been obtained or effected and are in full force and effect.

13) **Financial Statements**

- (a) The Financial Statements give an accurate, true and fair view of its financial condition and operations as at the end of and for the relevant Financial Year; and
- (b) There have been no adverse auditor qualifications in the Financial Statements.

14) **No Immunity**

- (a) The execution and entering into the Transaction Documents to which it is a party and exercise of rights and performance of obligations under the Transaction Documents will constitute, private and commercial acts, done and performed for private and commercial purposes; and
- (b) it shall not be entitled to and shall not claim immunity for itself or any of its properties, assets, revenues or rights to receive income from any contract, suit, or from the jurisdiction of any court, from execution of a judgment suit, execution, attachment or any other legal process in any proceedings in relation to the Transaction Documents.

15) **No Misleading Information**

Any information provided by it is true and accurate and is not misleading due to omission of material fact or otherwise; and

Any financial information provided to the Debenture Trustee and/ or the Debenture Holders have been prepared on the basis of recent historical information and on the basis of reasonable assumptions.

16) **No Filing or Stamp Taxes**

Other than:

- (a) the filing of form CHG-9 for registration of charges under Section 77 of the Companies Act in respect of the Security Documents;
- (b) the notarisation of the relevant power of attorney (which has already been effected and is evidenced on the face of the relevant power of attorney);
- (c) payment of stamp duty (which has already been made and is evidenced on the face of each Transaction Document); and
- (d) the filing of the form PAS-3 with the RoC,

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it is not necessary that any Transaction Document be filed, recorded or enrolled with any court or other authority or that any stamp, registration, notarial or similar taxes or fees be paid on or in relation to any Transaction Document or the transactions contemplated thereunder.

17) **Issue is in compliance**

The Issue of Debentures is not illegal and is in compliance with, and not in violation of any Applicable Laws.

18) **Directors**

None of its directors' name appears in the wilful defaulter's list of Credit Information Bureau (India) Limited or the RBI. Further, none of its directors or directors of its respective affiliates is a director or partner or specified near relation of a director of the subscriber(s) and none of its directors or directors of its respective affiliates is a specified near relation of a senior employee of the subscriber(s).

19) **Litigation**

There are no (i) outstanding orders/investigations of any Governmental Authority or arbitration tribunal against the Issuer, (ii) lawsuits, arbitrations actions or proceedings pending or, to the knowledge of the Issuer, threatened (in writing) against the Issuer, or (iii) investigations by any Governmental Authority which are pending or, to the knowledge of the Issuer, threatened (in writing) against the Issuer, (iv) any unsatisfied judgment or award given against it by any court, arbitrator or other body or; (v) any administrative proceedings of or before any court, arbitral body or agency that have been threatened (in writing) or commenced against the Issuer, which would have or which purport to 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 such that the repayment capacity of the Issuer towards the Debentures is materially impacted, and/or an adverse impact on the ability of the Issuer to consummate the transactions contemplated hereby or which relates to the legality, validity, binding effect or enforceability of the Transaction Documents.

20) **Disclosures**

The Issuer has made all the necessary disclosures in the Key Information Document as required under Applicable Law including but not limited to statutory and other regulatory disclosures required.

21) **Consents**

No consent, approval, license, order, authorization of or registration, permission, declaration or filing with, or notice to, whether statutory or is required to be obtained from any Governmental Authority to give effect to and carry out the provisions of this Key Information Document/ the Debenture Trust Deed or any other Transaction Document.

22) **No Event of Default**

No Event of Default has occurred and is continuing as on the date of the Debenture Trust Deed and/or as a consequence of this issue of Debentures.

23) **Insolvency**

The Issuer has not taken any action nor has any step been taken or legal proceedings been started or threatened in writing to its knowledge against it for its bankruptcy/winding-up, dissolution or re-organisation, for the enforcement of any security over its assets or for the

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appointment of a liquidator, supervisor, receiver, administrator, trustee or other similar officer of it or in respect all or substantially all of its assets.

24) **Solvency**

The Issuer is solvent and has sufficient capital to carry on its business.

25) **Seniority**

Except for those obligations which would be preferred by Applicable Law, the obligations of the Issuer under the Transaction Documents rank and shall rank *pari passu* amongst themselves and with all their other present or future, actual or contingent, secured obligations / creditors / investors / lenders.

26) **Anti-Terrorism Laws**

The Company (including its brokers or other agents acting or benefiting in any capacity in connection with the Debentures) are not:

- (a) dealing in, or otherwise engaged in any transaction relating to, any property or interest in property blocked pursuant to any Anti-Terrorism Laws;
- (b) engaged in or conspiring to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempting to violate, any Anti-Terrorism Laws; or
- (c) engaging or has engaged in any transaction that violates any of the applicable prohibitions set forth in any Anti-Money Laundering Law applicable to such Person.

27) **Anti-Corruption Laws**

- (a) The Company and each of its officers, directors, employees and agents is in compliance with applicable Anti-Corruption Laws.
- (b) The Company has instituted and maintain policies and procedures designed to promote and achieve compliance with Anti-Corruption Laws.

28) **Intellectual Property**

- (a) The Company owns or has licensed to it all intellectual property being used by it for the conduct of its business as it is being, and is proposed to be, conducted.
- (b) The Company has taken all necessary action (including payments of fees) required to safeguard, maintain in force and effect and preserve its ability to enforce all such intellectual property being used by it.
- (c) The Company has not infringed any intellectual property of any third party.
- (d) There has been no infringement threatened (by way of a written legal notice) or suspected infringement of or challenge to the validity of any intellectual property owned by, or licensed to, the Company.

29) **Anti-Money Laundering**

The operations of the Company are and have been conducted at all times in compliance with applicable Anti-Money Laundering Laws and no action, suit or proceeding by or before any Governmental Authority, court, body or any arbitrator involving the Company, with respect to any Anti-Money Laundering Laws is pending.

4.2 COVENANTS OF THE ISSUER:

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(a) AFFIRMATIVE COVENANTS

The Issuer covenants the following to the Debenture Trustee, until the full and final repayment of the Outstanding Amounts, unless otherwise agreed to by the Debenture Trustee:

(a) Utilisation of the issue proceeds

The Issuer shall utilise the monies received towards subscription of the Debentures for the Purpose, in accordance with Applicable Law.

(b) Licenses and Approvals

The Issuer shall promptly obtain, comply with the terms of and do all that is necessary to maintain in full force and effect all regulatory and statutory permissions / licenses / authorisations / consents / approvals, as specified by relevant regulatory authorities from time to time, and take all other necessary actions to enable it to lawfully enter into and perform its obligations under the Transaction Documents and to take necessary steps to ensure the legality, validity, enforceability or admissibility in evidence in India of the Transaction Documents and those required to enable it to carry on its business as it is being conducted from time to time.

(c) Specific Information to be provided to the Debenture Trustee

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

- (i) notice of any Event of Default or potential Event of Default, each as listed in **Section 4.3** (Events of Default) of this Key Information Document;
- (ii) details of any material litigation, arbitration or administrative proceedings, etc. including those that are required to be disclosed to the Debenture Trustee which has a Material Adverse Effect other than those already disclosed in annual financial statement;
- (iii) any and all information required to be provided to the stock exchange under the Listing Regulations; and
- (iv) the declaration or distribution of dividend in the event of default.

(d) Security

- (i) The Issuer shall execute and/or do and maintain in full force, 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 law require or consider necessary for creation, perfection and enforceability of the Security intended to be created under the Security Documents or facilitating the realisation thereof, or otherwise in relation to enforcing or exercising any of the rights and authorities of the Debenture Trustee, to ensure the legality, validity and enforceability of the Security and to comply with all the conditions therein.
- (ii) The Issuer shall ensure that each Security Document created (or, once entered into, shall create) in favour of the Debenture Trustee, the Security which it is expressed to create with first-ranking exclusive priority and is not subject to any prior ranking or pari passu ranking Security, and that such Security is valid and effective.
- (iii) Without limiting sub-paragraph (ii) above, the Issuer shall ensure that its payment obligations in relation to the Debentures under the Transaction Documents shall rank at least pari passu with the claims of all its other unsecured and unsubordinated creditors and shall have priority over the claims of all its subordinated creditors except for obligations mandatorily preferred by law applying to companies generally.

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(iv) The Issuer shall ensure, that the Security is and shall continue to have the ranking and priority it is required to have under the Security Documents.

(v) The Issuer shall maintain the Security Cover in respect of the Debentures, at all times, in accordance with Applicable Law and the Transaction Documents.

(e) **Regulatory compliance**

The Issuer shall promptly comply with all Applicable Laws, rules, regulations, directions and guidelines, as may be in force from time to time and as may be prescribed by the Governmental Authority including but not limited to the Act, fair practice code prescribed by the RBI, the guidelines and regulations framed by SEBI (to the extent applicable) with regard to the issue of Debentures and performance of its obligations under the Transaction Documents.

(f) **Costs and expenses**

The Issuer shall pay all costs and expenses in any way incurred by the Debenture Trustee in connection with the execution and enforcement of any of its rights under the Transaction Documents.

(g) **Stamp Duty**

The Issuer shall pay all such stamp duty, and penalties, if and when the Issuer be required to pay according to the laws for the time being on the execution of the Transaction Documents and issue of the Debentures, and in the event of the Issuer fails to pay such stamp duty and penalties as above, the Debenture Trustee will be at liberty (but shall not be bound) to pay the same and the Issuer shall reimburse the same to the Debenture Trustee within 7 (seven) Business Days of demand being made.

(h) **Preserve corporate status**

The Issuer shall 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.

The Issuer shall at all times until the redemption of all outstanding Debentures, ensure that there is at least 2 (two) independent directors.

(i) **DRR**

The Issuer hereby agrees and undertakes that, if required to do so, it would create a DRR as per the provisions of the Act and if during the currency of this Key Information Document/ the Debenture Trust Deed, any guidelines are formulated (or modified or revised) by the Central Government or any government agency or corporation having authority under law in respect of creation of DRR, the Company shall abide by such guidelines and execute all such supplemental letters, agreements and deeds of modifications as may be required by the Debenture Trustee. Where applicable, the Company shall submit to the Debenture Trustee a certificate duly certified by the auditors of the Company certifying that the Company has transferred a suitable sum to DRR at the end of each financial year.

(j) **Recovery Expense Fund**

The Company hereby agrees and undertakes that it shall create a recovery expense fund in the manner as set out in NCS Regulations and the SEBI Debenture Trustees Master Circular or

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such other circulars as may be specified by the SEBI from time to time and shall inform the Debenture Trustee of the same in writing.

Without prejudice to the generality of the foregoing, the Company shall ensure compliance with the SEBI NCS Regulations, as amended/ supplemented from time to time in relation to the creation and maintenance of the recovery expense fund, the key provisions of which are as follows:

- (A) Creation of Recovery expense fund: The Company shall deposit cash or cash equivalents including bank guarantees towards the contribution to recovery expense fund with the Designated Stock Exchange and submit relevant documents evidencing the same to the Debenture Trustee from time to time. The Company shall ensure that the bank guarantees remains valid for a period of six months post the maturity date of the Debentures. The Company shall keep the bank guarantees in force and renew the bank guarantees at least seven Business Days before its expiry, failing which the Designated Stock Exchange shall invoke such bank guarantee.
- (B) Utilisation of recovery expense fund: In the Event of Default, the Debenture Trustee is not required to obtain the consent of Debenture Holders for enforcement of security and shall inform the same to the Designated Stock Exchange as set out in Chapter IV of the SEBI Debenture Trustees Master Circular and the SEBI circular '*Modifications to Chapter IV of the Master Circular for Debenture Trustees dated August 13, 2025.*' The amount lying in the recovery expense fund shall be released by the Designated Stock Exchange to the Debenture Trustee within five Business Days of receipt of such intimation. The Debenture Trustee shall keep a proper account of all expenses incurred out of the funds received from recovery expense fund and shall on an annual basis update the Debenture Holders regarding the utilization of such funds.
- (C) Refund of recovery expense fund to the Company: The balance in the recovery expense fund shall be refunded to the Company on repayment to the Debenture holders for which a 'No Objection Certificate (NOC)' shall be issued by the Debenture Trustee(s) to the Designated Stock Exchange. The Debenture Trustee shall satisfy that there is no 'default' on any other listed debt securities of the Company before issuing the NOC.

(k) **The Issuer will:**

- (i) carry on and conduct its business with due diligence and efficiency and in accordance with sound technical, managerial and financial standards and business practices with qualified and experienced management and personnel;
- (ii) keep proper books of account as required by the Act and therein make true and proper entries of all dealings and transactions of and in relation to the business of the Issuer and keep the said books of account and all other books, registers and other documents relating to the affairs of the Issuer at its registered office or, where permitted by law, at other place or places where the books of account and documents of a similar nature may be kept and the Issuer will ensure that all entries in the same relating to the business of the Issuer shall at all reasonable times be open for inspection of the Debenture Trustee and such Person or Persons as the Debenture Trustee shall, from time to time, in writing for the purpose, appoint and the Issuer shall permit the Debenture Trustee to visit the premises of the Issuer to inspect the same as and when required by the Debenture Trustee (at usual business hours of the Issuer) with a prior notice given 7 (seven) days in advance. Provided that inspection should be done during normal business hours of the Issuer and without causing any disturbance to the day to day functioning of the Issuer;

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- (iii) provide all information/ documents required to be submitted to the Debenture Trustee, to enable it to carry out the due diligence and periodical monitoring of the Security Cover in terms of the SEBI Debenture Trustees Master Circular. In this regard, in accordance with the SEBI Debenture Trustees Master Circular, the Company undertakes and agrees to provide all relevant documents/information, as applicable, to enable the Debenture Trustee to submit the following reports/certifications to the Designated Stock Exchange in accordance with the SEBI Debenture Trustees Master Circular, each as amended, modified or restated from time to time. The Company shall submit the following reports/ certification (if applicable) within the timelines mentioned below;

Reports/Certificates	Timelines for submission requirements by Company to Debenture Trustee	Timeline for submission of reports/ certifications by Debenture Trustee to stock exchange
Security cover certificate	Quarterly basis within 60 (sixty) days from end of each quarter except last quarter when submission is to be made within 75 (seventy five) days or such other timelines as prescribed under Applicable Law.	Quarterly basis within (A) 75 (seventy five) days from each Quarterly Date (other than March 31 of the relevant calendar year), and (B) 90 (ninety) days from March 31 of the relevant calendar year or such other timelines as may be prescribed under Applicable Law.
A statement of value of pledged securities	Not Applicable	Not Applicable
A statement of value for Debt Service Reserve Account or any other form of security offered		
Net worth certificate of guarantor (secured by way of personal guarantee)	Not Applicable	Not Applicable
Valuation report and title search report for the immovable/movable assets, as applicable	Not Applicable	Not Applicable

- (iv) 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;
- (v) 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;
- (vi) provide periodical status / performance report within 7 (seven) days of the relevant board meeting of the Issuer, or within 45 (forty-five) days of the end of the financial quarter, whichever is earlier;
- (vii) ensure and procure that at the time of making any payment of Coupon or Redemption Amount of the Debentures in full or in part, the Issuer shall do so in the manner that is most tax efficient for the Debenture Holder(s) but without, in any way requiring the Issuer to incur any additional costs, expenses or taxes and the

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Issuer shall avail of all the benefits available under any treaty applicable to the Issuer and/or the Debenture Holder(s);

- (viii) give to the Debenture Trustee such information as it may reasonably require and as mentioned in the Transaction Documents;
- (ix) allow the Debenture Trustee or Debenture Holder to run a scrub on the Hypothecated Assets with any credit bureau in which the Company is registered as a member including but not limited to CIBIL, Equifax, CRIF Highmark and Experian until the redemption of Debentures;
- (x) furnish all such information as may be required under Applicable Law by the Debenture Trustee for the effective discharge of its duties and obligations, such as two copies of reports, balance sheets, profit & loss account, etc and as to all matters relating to the business, property and affairs of the Issuer in two copies. As would be provided to any of the shareholders of the Issuer;
- (xi) pay all such stamp duty (including any additional stamp duty), other duties, taxes, cesses, charges and penalties, if and when the Issuer may be required to pay according to the laws for the time being in force in the State in which its properties are situated or otherwise;
- (xii) punctually pay all taxes imposed upon or due and payable by the Issuer as and when the same shall become due and payable and when required by the Debenture Trustee produce the receipts of such payment and also punctually pay and discharge all debts and obligations and liabilities which may have priority over the Security created hereunder and observe, perform and comply with all covenants and obligations which ought to be observed and performed by the Issuer in respect of or any part of the Security;
- (xiii) maintain internal controls for the purpose of (i) preventing fraud in respect of any monies lent by the Issuer; and (ii) preventing the money so lent by the Issuer from being used for money laundering or illegal purposes;
- (xiv) comply with any reasonable monitoring and/or servicing requests received by it from the Debenture Trustee on a quarterly basis; and
- (xv) Provide such information as requested by the Debenture Trustee until the redemption of Debentures for seeking such information regarding the Issuer, its portfolio, company performance and quality of data shared by it or any other information from the Company or various counterparties and third parties including but not limited to any credit bureau, bankers, its lenders or statutory or governmental authorities.

(I) Grievance Redressal

The Issuer shall 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.

The Company shall furnish to the Trustee details of all grievances received from the Debenture Holder(s)/ Beneficial Owner(s) and the steps taken by the Company to redress the same. At the request of any Debenture Holder(s)/ Beneficial Owner(s), the Trustee shall, by notice to the Company call upon the Company to take appropriate steps to redress such grievance and shall, if necessary, at the request of any Debenture Holder(s)/ Beneficial

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Owner(s) representing not less than one-tenth in value of the nominal amount of the Debentures for the time being outstanding, call a meeting of the Debenture Holder(s).

(m) **Right to Appoint Nominee Director/ observer**

The Debenture Trustee acting on the instructions of the Majority Debenture Holders shall have the right to appoint 1 (one) nominee director/ observer on the Board, at any time, upon the occurrence of an Event of Default and in accordance with the terms set out in **Section 4.7 (Nominee Director)** below ("**Nominee Director**"). Upon the occurrence of such event as mentioned in **Section 4.7 (Nominee Director)**, the Issuer shall appoint the Nominee Director forthwith, but not later than one month, on receiving a nomination notice from the Debenture Trustee. The Issuer shall amend its Charter Documents if required by the Debenture Trustee/Debenture Holders to provide for the appointment of the Nominee Director by the Debenture Trustee and obtain all consents, as may be required, for this purpose within such time as may be mutually agreed between the Parties.

(n) **Audit and Inspection**

The Issuer shall arrange for field visit to be conducted by the Debenture Trustee or a third party appointed by the Debenture Trustee of at least 5 (five) branches of the Issuer till the redemption of the Debentures. The branches to be visited shall be selected at the discretion of Majority Debenture Holders /Debenture Trustee. The expense for the same shall be borne by Debenture Holders. The Majority Debenture Holders and/or Debenture Trustee shall provide prior written intimation to the Issuer of 7 (seven) days before conducting such inspection. Provided such inspection should be done during normal business hours of the Issuer and should not cause disturbance to day to day functioning of the Issuer.

The Issuer shall permit visits and inspection of books of records, documents and accounts to the Debenture Trustee as and when required by them with prior written notice of 7 (seven) calendar days;

(o) **Compliance with Transaction Documents**

The Issuer shall ensure that it shall comply with and perform all and such other conditions all and such other conditions as mentioned in detail in and under the Transaction Documents.

(p) **Borrowing from Promoter**

If the Issuer avails any other credit facility guaranteed by the Promoter of the Issuer during the Tenor, then the Issuer shall cause such Promoter of the Issuer to provide a guarantee to the Debenture Trustee to the extent of outstanding obligations under this Debenture Amount.

(b) NEGATIVE COVENANTS

The Issuer shall not do or undertake any of the below mentioned acts, without the prior written permission of the Debenture Trustee (acting on the instructions of the Majority Debenture Holders).

(a) **Amendment to Charter Documents.**

Change, amend or modify its Charter Documents, from the date of signing of this document, except in case of increase of authorised share capital of the Issuer or changes on account of operational reasons or as required by law;

(b) **Cessation or Change of Business.**

(i) Cease to carry on its business or any substantial part thereof as it is being carried out on

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the date of this Key Information Document/ the Debenture Trust Deed;

- (ii) Undertake any new major business outside financial services or any diversification of its business outside financial services; and
- (iii) Change of business carried on by the Issuer as at the date of execution of the Debenture Trust Deed.

(c) Change in nature and conduct of its business

The Company shall not, without prior intimation to the Debenture Trustee, make any change in the nature and conduct of its business (from what is being carried out as on the date hereof), other than the objects as set out in its Memorandum of Association.

(d) Change in structure

- (i) Change in Control;
- (ii) Change in control in the Company due to any merger or amalgamation. The Debenture Trustee may approve any application for consent/waiver in respect of this clause, if Debenture Holders' representing more than 51% (fifty one percent) of the Outstanding Principal Amounts of the Debentures provide their consent, within a period of 7 (seven) calendar days from the date of receipt of such request/notification from the Debenture Trustee. Where the aforementioned approval or rejection has not been provided within the aforementioned time period of 7 (seven) calendar days from the date of receipt of such request/notification from the Debenture Trustee, consent for such action shall be deemed and the Company may proceed with the action for which the consent/waiver has been requested.
- (iii) Grant in favour of any person, any interest in or any option in relation to any of the shares held by the promoter, or any right to exercise any call or put option in relation to the shares held by the promoter; and
- (iv) Change in the existing shareholding pattern and related change in the Board composition of the Issuer upon an event of new equity raising.
- (v) Dilution of shareholding of the Promoters during the Tenor of the Debentures by way of sale of shares or creation of pledge / negative lien on their shareholding.
- (vi) Without the prior written consent of the Subscriber, the Issuer shall not make cause or permit change in control (as defined under the under the SEBI (Substantial Acquisition of Shares and Takeovers) Regulations, 2011) of the Issuer.

(e) Acquisition of shares

Acquisition of shares (equity or preference) or any other instruments which shall provide the Issuer with an option to purchase such shares in any other entity.

(f) Shareholding and change of capital structure

Any action by the Issuer resulting in dilution in the shareholding of any equity shareholders or including any action by the Issuer to purchase, redeem, buyback, defease, retire, return or pay any of its equity share capital or resolve to do any of the foregoing.

(g) Rematerialisation

Cause rematerialisation of the Debentures except as provided in this Key Information Document/ the Debenture Trust Deed.

(h) Disposal of Assets

Sell, assign, transfer, or otherwise dispose of in any manner whatsoever any material assets, business or division of the Company (whether in a single transaction or in a series of transactions (whether related or not) or any other transactions which cumulatively have the

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same effect) other than any securitisation/ portfolio sale of assets undertaken by the Issuer in its ordinary course of business.

(i) **Declaration of dividend**

declare or pay any dividend or do buy back of equity shares to its shareholders during any Financial Year if a Payment Default has occurred and is subsisting and such dividend shall be only out of the profits relating to that financial year and after making all due and necessary provisions, and provided further that there have been no defaults in repayments under the Debentures.

The Debenture Trustee's approval shall be required for the Company to declare any dividends, or make any other distributions to the holders of common equity or other shares compulsorily convertible into equity shares.

(j) **Merger, demerger, etc.**

Enter into any transaction of merger, de-merger, consolidation, re-organization, scheme of arrangement or compromise with its creditors or shareholders or effect any scheme of amalgamation or reconstruction.

(k) **Lending to group companies / promoters**

Directly or indirectly lend to any of its group companies, or to its promoters (as defined in the Act), or any Related Parties, or directly or indirectly lend to any of its group companies.

(l) **Related party transaction**

Enter into related party transaction (other than in arms' length price and in ordinary course of business).

(m) **Immunity**

Claim for itself or its assets immunity from any suit, execution, attachment (whether in aid of execution, before judgment or otherwise) or other legal process in any jurisdiction.

(n) **Further security on Hypothecated Assets**

Create any further charge or Encumbrance on the Hypothecated Assets.

(o) **Accounting Standards**

The Company shall not make any change in the accounting method or policies currently followed, without prior consent of the Debenture Trustee, unless required under the Applicable Law or Accounting Standards to do so.

(p) **Holding and Management Covenants**

- a. The Promoters collectively not to dilute their shareholding in the company below 76% (seventy six percent) till the Tenor of the Debentures by way of sale of shares, without the prior written consent of the Debenture Holders. However, in case there is equity infusion by non-promoter parties, dilution to be acceptable.
- b. Promoter shall not create any pledge/negative lien of their shareholding in the Issuer without the prior consent of the Debenture Holders.
- c. The Promoters of the Issuer shall not transfer or encumber the shares of the Issuer held by them respectively to an extent of greater than 24% (twenty four percent) without the prior written consent of the Debenture Holders or Debenture Trustee.

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Issuer shall procure and furnish the Debenture Trustee with undertaking(s) issued by such Promoters to that effect as a Conditions Precedent for disbursement of the Facility or any part thereof. However, in case there is equity infusion by non promoter parties, dilution to be acceptable.

(q) **Future Borrowing**

The Company will be entitled to borrow/raise loans or avail of financial assistance in whatever form as also to issue debentures/ NCDs/other securities in any manner by creating a charge on any assets, subject to applicable consents, approvals or permissions that may be required under any statutory/regulatory/contractual requirement, or as may be required under Applicable law or existing financing agreements, including any intimation, if applicable under the Transaction Documents, provided stipulated Security Cover is maintained on the Debentures and the company is in compliance of all the terms of the Transaction Documents.

(r) **Miscellaneous**

- (i) Enter into any profit-sharing arrangements with any Persons;
- (ii) Change the financial year-end from 31st March (or such other date) unless approved by Debenture Holders;
- (iii) To perform in any transaction other than in its ordinary course of business;
- (iv) Loans exceeding 10% (ten percent) of net-worth to any single party and/or guarantees on behalf of third parties;

- (s) The Issuer agrees and undertakes that it shall, until the Final Settlement Date, keep the Debenture Trustee/ Debenture Holder(s) informed about the terms and conditions of the other financing documents executed by the Issuer for availing the Financial Indebtedness, and the Issuer further agrees and undertakes that in the event such terms and conditions are offered to any other lender/ creditor for availing the Financial Indebtedness that are more favourable in the opinion of the Debenture Trustee than the terms and conditions offered herein, the Issuer shall offer such terms and conditions to the Debenture Trustee/ Debenture Holder(s) for these Debentures within 10 (Ten) days of execution of such documents. The terms of the Debentures and the Transaction Documents will be modified suitably to reflect such favourable terms and conditions as provided to other lenders/ creditors and the Issuer agrees to execute all necessary documents including any supplemental/amendatory documents as may be required by the Debenture Trustee and / or Debenture Holder(s) in this respect from time to time.

- (t) The Company hereby agree and give consent for the disclosure by the Debenture Trustee or any Debenture Holder of all or any:
- (i) information and data relating to the Company and any obligation assumed by it under any Transaction Document; and
 - (ii) default, if any, committed by the Company in discharge of any obligation hereunder or any other Transaction Document.
- As the Debenture Trustee/ Debenture Holder may deem appropriate and necessary to TransUnion CIBIL Limited ("**CIBIL**") and/or any other agency authorized in this behalf by the Reserve Bank of India.

- (u) The Company further agrees that-
- (i) CIBIL and any other agency so authorized may use, process the said information and data disclosed by the Debenture Trustee/ Debenture Holder in the manner as deemed fit by it;
 - (ii) CIBIL, and any other agency so authorized may furnish for consideration, the processed information and data or products thereof prepared by them, to banks/financial institutions and other credit grantors or registered users, as may be specified by the RBI in this behalf; and
 - (iii) the Debenture Holder/ Debenture Trustee may, if required by law, statutory regulation,

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court order, subpoena or other similar legal process, disclose to banks/government and statutory authorities information in connection with the issue, Company etc.

- (v) The Company hereby consents to the Debenture Trustee and the Debenture Holders, their officers and agents disclosing information relating to the Company and its account(s) and/or dealing relationship(s) with the Debenture Trustee and/ or the Debenture Holders, including but not limited to details of its facilities, any security taken, transactions undertaken and balances and positions with the Debenture Trustee and/ or the Debenture Holders, to:
 - (i) the Debenture Holder Member / Debenture Trustee and their representatives in any jurisdiction, (together with the respective Debenture Holder, the **"Permitted Parties"**);
 - (ii) professional advisers, insurers or insurance brokers and service providers of the Permitted Parties who are under a duty of confidentiality to the Permitted Parties;
 - (iii) any actual or potential assignee, novate, transferee, participant or sub-participant in relation to any of the Debenture Holders' rights and/or obligations under any agreement (or any agent or adviser of any of the foregoing), provided that such third party shall agree in writing to preserve the confidentiality of any confidential information relating to the Company received by it from the concerned Debenture Holder;
 - (iv) any rating agency, or direct or indirect provider of credit protection to any Permitted Party; and
 - (v) as required by any law or Authority with jurisdiction over any of the Permitted Parties.
- (w) The Company gives specific consent to the Debenture Trustee and Debenture Holders for disclosing / submitting the 'financial information' as defined in Section 3 (13) of the Insolvency and Bankruptcy Code, 2016 (**"Insolvency Code"**) read with the relevant Regulations/ Rules framed thereunder, as amended and in force from time to time and as specified there under from time to time, in respect of the Debentures issued by the Company in terms of this Key Information Document/ the Debenture Trust Deed and in respect the security, mortgage and charge created/given to secure the repayment of Outstanding Amounts under this Key Information Document/ the Debenture Trust Deed, to any 'Information Utility' (**"IU"**) as defined in Section 3 (21) of the Insolvency Code, in accordance with the relevant regulations framed under the Insolvency Code, and directions issued by the RBI from time to time and hereby specifically agrees to promptly authenticate the 'financial information' submitted by the Debenture Trustee or the Debenture Trustee, as and when requested by the concerned IU.
- (x) The Company undertakes that the Hypothecated Assets on which the charge or security has been created is sufficient to meet the hundred percent Security Cover or higher Security Cover and are free from any encumbrances. The Issuer further undertakes that any such charge proposed to be created is a first ranking exclusive charge and therefore no permission or consent to create a second or pari-passu charge on the assets of the Issuer is required to be obtained from any creditor (whether or not existing) of the Issuer.

(c) **REPORTING COVENANTS**

(a) **Yearly Reporting:**

The Issuer shall supply to the Debenture Trustee (including sufficient copies for all Debenture Holder(s), if the Debenture Trustee so requests) the following information on an annual basis, within 90 (Ninety) calendar days of the Financial Year End Date, unless a different time period is specified in the conditions below, in which case, the time specified in the condition below:

- (i) In addition to the requirements specified under Section 4.2(c) Clause (b)(iii) of this Key Information Document, a Certificate from an independent Chartered Accountant of the Issuer conforming compliance of the Issuer with the Financial Covenants set out hereunder, based on the audited Financial Statements of the Issuer.

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- (ii) In addition to the requirements specified under Section 4.2(c) Clause (b)(iv) of this Key Information Document, a Certificate signed by the Independent Chartered Accountant/Statutory Auditor shall be furnished on an annual basis by the Issuer, certifying that the gold receivables created out of the issuance are hypothecated to the Debenture Holders and Debenture Holders has exclusive first charge on the gold receivables created out of the issuance and the minimum asset cover of 1.1x is available. Certificate to contain details of receivables (Loan ID, location, amount sanctioned, amount outstanding, overdue status) hypothecated to Debenture Holders.

Annual reports of the Issuer within 180 (one hundred and eighty) calendar days from each Financial Year End Date.

(b) **Quarterly Reporting:**

The Issuer shall supply to the Debenture Trustee (including sufficient copies for all Debenture Holder(s), if the Debenture Trustee so requests), on a quarterly basis, within 45 (forty-five) calendar days from the end of the relevant financial quarter:

- (i) Information on financials, operations, portfolio growth & asset quality (static portfolio cuts, collection efficiency and PAR), ALM, funding in formats agreeable to the Debenture Trustee, Business Plan, Related party transactions;
- (ii) a certificate signed by the statutory auditor of the Issuer confirming compliance with the Financial Covenants set out in this Key Information Document/ the Debenture Trust Deed on the basis of last declared quarterly unaudited financial statements of the Issuer;
- (iii) a half-yearly certificate alongwith half yearly results from the statutory auditor regarding maintenance of hundred percent Security Cover or higher Security Cover as per the terms of this Key Information Document/ the Debenture Trust Deed sufficient to discharge the principal amount and the interest thereon at all times for the Debentures, including compliance with all the covenants, in respect of listed non-convertible debt securities, by the statutory auditor, along with the financial results, in the manner and format as specified by the Board. Notwithstanding anything in the above paragraph and as set out in Chapter V Clause 1.1 of SEBI Debenture Trustees Master Circular, the Issuer shall be required to prepare Security Cover certificate on a quarterly basis and the statutory auditor of the Issuer shall certify the book value of the assets provided in such certificate;
- (iv) list of the Board of directors of the Issuer and management team;
- (v) shareholding pattern of the Issuer and the change in the shareholding structure of the Issuer from the previous quarter in the format prescribed by the Debenture Holders; and
- (vi) Furnishing of quarterly reports to the Debenture Trustee containing the following particulars:
 - (A) Updated list of the names and addresses of the Debenture Holders,
 - (B) Details of any Outstanding Amounts due, but unpaid and reasons thereof,
 - (C) The number and nature of grievances received from the Debenture Holders and (A) resolved by the Issuer, and (B) unresolved by the Issuer and the reasons for the same,
 - (D) A statement that those assets of the Issuer which are available by way of Security are sufficient to discharge the claims of the Debenture Holders as and when they become due,
- (vii) Such other form or information as may be agreed between the parties from time to

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time.

(c) **Monthly Reporting**

- (i) Issuer to provide a list of specific gold receivables 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 on monthly basis within 15 (fifteen) calendar days of the end of each calendar month ("**Monthly Security Cover Determination Date**").

(d) **Event Based Reporting:**

Without prejudice to the quarterly reporting or any other such reporting as required under and submitted pursuant to this Key Information Document/ the Debenture Trust Deed, the Issuer shall in case of changes initiated by the Company requiring approval of the Board, report to the Debenture Trustee within 5 (five) calendar days of receipt of such approval and in all other cases, report to the Debenture Trustee within 30 (thirty) days of the occurrence of such events. The Issuer, as the case may be shall report these details of the occurrence of such events in the format acceptable to the Debenture Trustee:

- (i) Any material changes in its accounting policy;
- (ii) Any amendment or change to the Issuer's constitutional documents except for the Charter Documents of the Issuer due to the following events:
 - i. Increase in the authorised share capital and / or re-classification;
 - ii. Appointment of an observer on behalf of any investor;
 - iii. Appointment of a Nominee Director on behalf of an investor;
 - iv. Any change in the Articles of Association as a result of amendments in the shareholders' agreement entered with any shareholder/investor, provided that, such amendment(s) are not prejudicial to the interest of the Debenture Holder of this Issue; and
 - v. Any changes on account of normal business operations or as required by law;
- (iii) as soon as practicable, and in any event within 5 (five) days after the Issuer obtains or reasonably should have obtained actual knowledge thereof, any event having a Material Adverse Effect;
- (iv) Any dispute, litigation, investigation or other proceeding which results in a Material Adverse Effect which causes material deterioration in the repayment capacity of the Issuer towards these Debentures;
- (v) Winding up proceedings being initiated against the Issuer;
- (vi) as soon as practicable, and in any event within 5 (five) days after the Issuer obtains or reasonably should have obtained actual knowledge thereof, any Event of Default or potential Event of Default, and any steps taken/ proposed by the Issuer to remedy the same;
- (vii) Commencement of any new segment of business other than lending business by the Issuer as at the date of this Key Information Document / the Debenture Trust Deed;

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- (viii) as soon as practicable, and in any event within 5 (five) days after the Issuer obtains or reasonably should have obtained actual knowledge thereof, application for filing of an insolvency petition under IBC before the relevant National Company Law Tribunal by or against the Issuer which needs to be notified within 1 (one) day;
- (ix) as soon as practicable, and in any event within 5 (five) days after the Issuer obtains or reasonably should have obtained actual knowledge thereof, application to RBI for initiating insolvency and liquidation proceedings as per the Insolvency and Bankruptcy (Insolvency and Liquidation Proceedings of Financial Service Providers and Application to Adjudicating Authority) Rules, 2019;
- (x) promptly upon its occurrence, information of any Debenture Delisting Event;
- (xi) upon such failure, if it fails to list the Debentures on the Stock Exchange in accordance with this Agreement, the information regarding such failure and reasons for such failure.

Debenture Trustee shall have the right to conduct stock audit, sales audit and any other monitoring and audit visits, at any time till Final Settlement Date with an advance notice of 7 (seven) days to the Issuer.

(e) **Disclosures under listing regulations:**

The Company disclose all such information to the Debenture Trustee under Applicable Laws and shall file with the BSE all such information as required under SEBI Listed Debentures Circulars and Regulations.

(d) FINANCIAL COVENANTS

The financial covenants shall be as under:

- i. The AUM of the Issuer should not fall below Rs. 2,000 crores during the Tenor of the Debentures.
- ii. The Company shall maintain a ratio of A:B not exceeding 3.00% where A represents the NPA (Own books) minus provisions for NPA and B denotes the Gross loan portfolio (Own books) minus provisions for NPA and such determination is multiplied by 100 and followed by the "%" symbol.
- iii. Total Outside Liabilities to Total Networth should not exceed 5 times;
- iv. No negative cumulative mismatch in ALM till the tenure of the facility. For the purpose of this calculation, undrawn term loans are to be excluded.
- v. Maintain a Capital Adequacy Ratio of not less than 20% (Twenty Per cent) or any other higher threshold as may be prescribed by the RBI from time to time, whichever is higher.
- vi. The gold loan portfolio should consistently represent at least 66.67% of the total loan book.
- vii. Min networth of INR 550cr during Tenor of the issuance.

Part B: Rating Covenant

Issuer has to maintain minimum external rating of BBB+ from Acuite Ratings during the Tenor of the Debentures.

All financial covenants would be tested on a quarterly basis i.e. as on 31st March, 30th June, 30th September and 31st December every year starting from September 30, 2026 till the redemption of the Debentures and the Issuer shall furnish the compliance status with respect to financial covenants certified by statutory auditor to Debenture the Debenture Trustee as specified under the SEBI Debenture Trustees Master Circular. The Financial covenants shall be certified by the Company within 20 (twenty) calendar days from end of each reporting quarter.

4.3 EVENTS OF DEFAULT

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1. Without prejudice to the other rights of the Debenture Trustee (acting for the benefit of the Debenture Holders) under this Key Information Document/ Debenture Trust Deed, the Debenture Trustee shall be, *inter alios*, entitled to exercise its rights under **Section 4.4** (*Consequences of an Event of Default and remedies*) in the event of occurrence of any of the following events ("**Event of Default**") at the place at and in the currency in which it is expressed to be payable;

(a) **Payment Default**

- (i) Non-payment of the Redemption Amount and/or Coupon due and payable, by the Issuer on the relevant Redemption Date or Coupon Payment Date ("**Payment Default**"), as may be applicable; and
- (ii) Non-payment of any other Outstanding Amounts (other than Coupon or Redemption Amount) due and payable by the Issuer under this issue, on the relevant due date.

(b) **Breach**

Any default is committed by the Issuer in performance or observance of or compliance with any covenant (including breach of Affirmative Covenants, Negative Covenants, Financial Covenants and Reporting Covenants, as set out in the Transaction Documents), or breach of any condition or provision contained or obligation in the Transaction Documents, subject to the respective Cure Period (where applicable).

(c) **Misrepresentation**

Any representation, warranty, statement, information or covenants made or given by the Issuer in any of the Transaction Documents or in any notice or other document, certificate or statement delivered or to be delivered by it / them pursuant to the Transaction Documents or in connection herewith is or proves to have been misrepresented, incorrect or misleading in any respect when made.

(d) **Cross default**

- (i) Defaults in the payment of any Financial Indebtedness beyond the grace period, if any, provided in the instrument or agreement under which such Financial Indebtedness was created;
- (ii) Any Financial Indebtedness of the Issuer is declared to be or otherwise becomes due and payable prior to its specified maturity as a result of any actual/potential event of default or any other similar event (however described);
- (iii) 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;
- (iv) Any Financial Indebtedness of the Company shall be declared to be due and payable, or required to be prepaid other than by a regularly scheduled required prepayment, prior to the stated maturity thereof;
- (v) Any commitment for any Financial Indebtedness is cancelled or suspended by a creditor as a result of an event of default;
- (vi) Any creditor of the Issuer becomes entitled to declare any indebtedness of the Issuer due and payable prior to its specified maturity as a result of an event of default (however described);
- (vii) A moratorium/suspension is declared in respect of any Financial Indebtedness of the Issuer; and

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- (viii) Payment acceleration in any other Financial Indebtedness, by whatever name called whether as a result of an event of default or breach of any covenants under relevant financing documents.

(e) Insolvency

- (i) The Issuer is unable to, presumed or deemed by law to be unable to or admits (in writing) their inability, to pay their debts as they mature or stops or suspends payment of any of its debts by reason of actual or anticipated financial difficulties 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 indebtedness;
- (ii) If any petition of or application or proceedings or process of / for bankruptcy or insolvency (including corporate insolvency resolution) or liquidation or winding up is filed / initiated by or against or in respect of the Issuer and such application or petition is admitted by the competent forum;
- (iii) If a moratorium or standstill or any other form of protection from its creditors is agreed or declared or imposed in respect of or affecting all or any part of (or of a particular type of) the Financial Indebtedness of the Issuer by any Governmental Authority; and
- (iv) The Issuer is adjudged insolvent or takes advantage of any law for the relief of insolvent debtors.

(f) Insolvency Proceedings:

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

- (i) the suspension of payments, a moratorium of any indebtedness, winding-up, dissolution, administration, insolvency resolution process, liquidation provisional supervision or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise) of the Issuer;
- (ii) the appointment or allowing the appointment of an administrative or other receiver, liquidator, provisional liquidator, supervisor, compulsory manager, trustee, an administrator or other similar officer in respect of the whole or part of the property, assets, undertaking or revenues of the Issuer;
- (iii) An order is made by the tribunal or a special resolution is passed by the members of the Issuer for the winding-up or dissolution or insolvency, judicial management or administration of the Issuer;
- (iv) If the Issuer commence a voluntary proceeding under any applicable bankruptcy, insolvency, winding up or other similar law now or hereafter in effect, or consents to the entry of an order for relief in an involuntary proceeding under any such law, or consents to the appointment or taking possession by a receiver, liquidator, assignee (or similar official) for all or a substantial part of its property or take any action towards its liquidation or dissolution;
- (v) A petition for the reorganization, arrangement, adjustment, winding up or composition of debts of the Company is filed on the Company (voluntary or otherwise) or have been admitted or makes an assignment for the benefit of its creditors generally and such proceeding is not contested by the company for staying, quashing or dismissed within 15 (fifteen) days;
- (vi) any reference, enquiry or proceedings in respect of preparation of a resolution plan for the Issuer pursuant to the "RBI's circular no. DOR.STR.REC.276/21.04.048/2025-26 on "Reserve Bank of India (Non-Banking Financial Companies – Resolution of Stressed Assets) Directions, 2025" dated November 28, 2025, or any analogous procedure or step is taken in any jurisdiction;
- (vii) any application in relation to an insolvency resolution process under the IBC in respect of the Issuer is filed by any 'creditor' (as defined under IBC);
- (viii) restructuring of any borrowing arrangement;
- (ix) enforcement of any Security over any Assets of the Company or its affiliate;

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- (x) proceedings have been taken or commenced for recovery of any dues from the Issuer; or
- (xi) any analogous procedure or step is taken in any jurisdiction including any enforcement proceedings initiated upon the order of any court or statutory authority that impinges the continued ongoing operations of the Company.

(g) Creditors' Process

- a. A distress, attachment, execution or other legal process is initiated, levied, enforced or sued on or against any material part of the property, assets or revenues of the Issuer.
- b. The Company fails to comply with or pay any sum due from it under any final judgment or any final order made or given by a court or tribunal of competent jurisdiction.
- c. Any attachment or expropriation or any restraint of act of sequestration is levied on the Hypothecation Assets or part thereof, distress, governmental order, invalidity or unlawfulness of structure.
- d. Any execution that may have a Material Adverse Effect.

(h) Unlawfulness, repudiation

- (i) It is unlawful for the Issuer to perform or comply with its obligations under the Transaction Documents;
- (ii) this Key Information Document/ the Debenture Trust Deed or any other Transaction Document (in whole or in part), once executed is terminated or ceases to be effective or ceases to be in full force or no longer constitutes a valid, binding, lawful and enforceable obligations of the Issuer;
- (iii) The Transaction Documents or any provision thereof (except as required by any law) are to be amended, waived, or repudiated and the same is done without the consent of the Debenture Trustee (acting on the instructions of the Debenture Holder) and/or such amendments/ waivers are prejudicial to the interests of the Debenture Holders;
- (iv) Any obligation under the Transaction Documents is not or ceases to be a valid and binding obligation of any person / party to it or becomes void, illegal, unenforceable or is repudiated by such Person (other than the Debenture Trustee); or
- (v) If the Issuer repudiates any Transaction Document or evidence an intention to repudiate any Transaction Document.

(i) Cessation of business

If the Issuer ceases, repudiates or threatens in writing to cease or repudiate, to carry on all or any of its business or operations it carries on as at the date of this Key Information Document/ the Debenture Trust Deed, or gives notice of its intention to do so.

(j) Merger, amalgamation, re-organisation

The Issuer has taken or suffered to be taken any action for re-organization of its capital or any rearrangement, merger or amalgamation without a prior written intimation to Majority Debenture Holders.

(k) Material Adverse Effect

Occurrence of a Material Adverse Effect which materially deteriorates the capacity of repayment under these Debentures.

Occurrence of Material Adverse Effect/ any results of any Annual Review conducted by the Debenture Trustee not being to the satisfaction of the Debenture Trustee subject to a cure

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period of 30 (thirty) days.

(l) Expropriation/Compulsory Acquisition

All or any 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 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 Government or Governmental Authority.

(m) Security

- (i) The Issuer does not have/ cease to have clear and marketable title to the Hypothecated Assets subject to the Security or any such other reason which the Debenture Trustee believes would jeopardise the Security;
- (ii) Any asset subject to, or purported to be subject to, the Security (or any part thereof) is sold, disposed of, charged or encumbered in breach of the terms of the Transaction Documents or the Issuer creates or attempts to create any charge in favour of any other Person on the assets which are subject to or are purported to be subject to, the Security without prior approval of the Debenture Trustee; and
- (iii) If the Security Documents / Security ceases to be in full force and effect or does not (once entered into) create in favour of the Debenture Trustee, the Security which it is expressed to create, with the ranking and priority it is expressed to have.
- (iv) Moneys, if held, in trust by the Issuer for the benefit of the Debenture Trustee are jeopardized for any reason whatsoever and the Issuer does not immediately make good the loss of such monies.

(n) Change in management control

If there is any change in management control, voting rights and board seats by the Promoters of the Issuer, without prior written consent from the Debenture Trustee (acting on the instructions of the Majority Debenture Holders).

(o) Fraud and embezzlement by officer

Any material act of fraud, embezzlement, misstatement, misappropriation or siphoning off of the Issuer / Promoter funds or revenues or any other act having a similar effect being committed by the management or an officer of the Issuer which results in deterioration of repayment capacity of the Issuer towards these Debentures.

(p) Decree involving liability against the Issuer

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, as the case may be provided such judgments or decrees are either final and non-appealable or have not been vacated, discharged or stayed pending appeal within a period of 30 (thirty) days.

(q) Erosion of net-worth

Erosion of 50% (fifty per cent) or more of the Issuer's net worth as on the Deemed Date of Allotment.

(r) Provision of guarantee

If any corporate guarantee is provided by the Issuer on behalf of any third party, any group

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companies of the Issuer or any other Related Party of the Issuer for any Financial Indebtedness availed by such third party or group companies of the Issuer or Related Party to banks, non-financial banking company or any such other debenture holder, without the prior consent of the Debenture Trustee (acting on behalf of and on the consent of the Debenture Holders).

(s) **Criminal Offence**

- (i) Any of the promoters and/or the directors of the Issuer are accused of, charged with, arrested or convicted in a criminal offence involving moral turpitude, dishonesty, bribery or which otherwise impinges on the integrity of such promoter and/or director including any accusations, charges and/or convictions of any offence relating to bribery.
- (ii) Nothing stated in sub-clause (i) above shall be an Event of Default in case such accusation, charge, arrest or conviction relates to an independent director of the Issuer and (by no later than 30 (thirty) days from the date of occurrence of such event) the relevant independent director has resigned from his/her directorship in respect of the Issuer (and the Debenture Trustee has been provided with satisfactory evidence of such resignation).

(t) **Promoters**

Any of the Promoter of the Issuer is declared as wilful defaulter by the RBI or any other authority.

(u) **Litigation**

- (i) Any litigation, arbitration, investigative or administrative proceeding, dispute or action, is pending pursuant to which the Issuer is restrained from entering into the Transaction Documents to which they are a party or from exercising any of its rights under or compliance with its obligations under the Transaction Documents to which they are a party.
- (ii) Any litigation, arbitration or administrative or governmental proceedings or investigations of, or before, any court, arbitral body or agency are started, or any judgment or order of a court, arbitral body or agency is made, in relation to any Security or the Transaction Documents or any transactions contemplated in the Transaction Documents or against the Company or its assets, which have, or has, or are, or is, likely to have a Material Adverse Effect.

(v) **License**

Any legal or regulatory decision resulting in suspension/ revocation of the NBFC license subject to a cure period of 15 (fifteen) days.

Any revocation of business and operating license of the Issuer.

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

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

2. Any event occurs which under the laws of any relevant jurisdiction has an analogous effect to any of the events referred to in sub-clauses (a) to (x) above. The Debenture Trustee will have the right for waiver of any breach in any of the conditions at its sole discretion.

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3. In case of Event of Default, any credit / loan provided by the Promoters of the Issuer shall rank subordinated / subservient to this debt.
4. However, an event shall not be deemed to be an Event of Default when such event occurs as a result of a Force Majeure Event.

4.4 CONSEQUENCES OF AN EVENT OF DEFAULT AND REMEDIES

1. Upon the occurrence of any of the Events of Default, the Issuer shall forthwith give notice thereof to the Debenture Trustee (in writing), specifying the nature of such Event of Default or of such event. Upon the occurrence of an Event of Default, the Debenture Trustee, in addition to all other powers conferred upon it in terms of this Key Information Document, shall have following rights namely:
 - (a) to require the Issuer to mandatorily redeem the Debentures and repay the principal amount on the Debentures, along with accrued but unpaid interest, and other costs, charges and expenses incurred under or in connection with this Key Information Document and other Transaction Documents and to declare that all Outstanding Amounts are due and payable to the Debenture Holders whereupon they shall become immediately (or on such dates as the Debenture Trustee may specify) due and payable or shall become due and payable on a specified date set out in a prior written notice of 7 (seven) days served to the Issuer, after obtaining consent from Majority Debenture Holders ("**Acceleration Notice**"). The Outstanding Amounts shall be due and payable immediately, or any other extended time agreed by the Debenture Holders;
 - (b) For the purposes of the acceleration in terms of Clause 4.4 (1)(a) or issuance of Acceleration Notice (as the case maybe), the Debenture Trustee shall obtain consent in writing of the Majority Debenture Holders or at the Meeting of the Debenture Holders representing by a Special Resolution. The Meeting of the Debenture Holders may be called by Debenture Holders represented by not less than 1/10th in value of the nominal amount of the Debentures and convened in accordance with the provisions set out in this Key Information Document;
 - (c) the Debenture Trustee (acting on the instructions of the Majority Debenture Holders) shall have the option/right (but not the obligation) to require the obligors of underlying loans comprising the Hypothecated Assets which are the Security for the Debentures, to directly deposit all interest and principal instalments and other amounts in respect of the relevant loans in an account specified by the Debenture Trustee (acting on the instructions of the Majority Debenture Holders). All such payments will be used to discharge the Outstanding Amounts due from the Issuer in respect of the Debentures;
 - (d) Entering into, and the performance of any obligations under any inter-creditor agreement (pursuant to the RBI's circular no. DOR.STR.REC.276/21.04.048/2025-26 dated November 28, 2025 on "Reserve Bank of India (Non-Banking Financial Companies – Resolution of Stressed Assets) Directions, 2025" or any resolution plan shall be subject to the terms of the SEBI Master Circular for Debenture Trustees (including without limitation, the resolution plan being finalised within the time period prescribed in the SEBI Master Circular for Debenture Trustees;
 - (e) to take any actions in respect of the SEBI Master Circular for Debenture Trustees;
 - (f) to exercise any other right or take any other action that the Debenture Trustee and / or Debenture Holder(s) may have under the Transaction Documents or under the Applicable Laws including enforcement of Security;
 - (g) to appoint a nominee director/observer on the Board of the Issuer upon the occurrence of such events as specified in point 1 of Section 4.7 (*Nominee Director*);

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- (h) to exercise rights available under/before a debt recovery tribunal and the Securitisation and Reconstruction of Financial Interest and Enforcement of Security Interests Act, 2002;
- (i) to exercise rights available or take any other action under the Insolvency and Bankruptcy Code, 2016 (“IBC”) or any other statute as permitted under Applicable Law including but not limited to initiation of any insolvency proceedings under the IBC to exercise all rights available under the respective Transaction Documents;
- (j) to exercise all rights available under the respective Transaction Documents; and
- (k) To take appropriate actions as prescribed under Applicable Law including initiation of recovery proceedings;

2. Enforcement of Security

- (a) In case of an occurrence of Event of Default, in respect of enforcement of Security over the Hypothecated Assets, the Debenture Trustee shall follow the procedure as laid down under the SEBI Master Circular for Debenture Trustees.
- (b) The Debenture Trustee shall send a notice to the Debenture Holders within 3 (three) days of the occurrence of an Event of Default containing the following:
 - (i) negative consent for proceeding with the enforcement of Security;
 - (ii) positive consent for signing the inter-creditor agreement (“ICA”) as provided under the framework specified by the RBI;
 - (iii) the time period within which the consent of the Debenture Holders needs to be provided, viz. consent to be given within 15 (fifteen) days from the date of notice; and
 - (iv) the date of meeting to be convened.
- (c) The notice may be sent by registered post/acknowledgement due or speed post / acknowledgement due or courier or hand delivery with proof of delivery as also through email, as a text or as an attachment to email with a notification including a read receipt. The Debenture Trustee shall maintain proof of dispatch of such notice or email.
- (d) The Debenture Trustee shall convene a meeting of all Debenture Holders within 7 (seven) days post cure period of the occurrence of the Event of Default. However, in case the default is cured between the date of the notice and the date of meeting, then the convening of such a meeting may be dispensed with.
- (e) The Debenture Trustee shall take necessary action upon receipt of consent from Debenture Holders holding an aggregate amount representing more than 75% (Seventy-five Percent) of the value of the nominal amount of the Debentures outstanding for the time being and 60% (Sixty per cent) of the Debenture Holders by number, for any of the following:
 - (i) enforcing the Security; or
 - (ii) entering into an ICA as provided under the framework specified by the RBI; or
 - (iii) as decided in the meeting of Debenture Holders.
- (f) The Debenture Trustee may also form a representative committee of the Debenture Holders to participate in the ICA or to enforce the Security or as may be decided in the meeting.
- (g) If the requisite number of Debenture Holders (as set out in Clause 2 above) consent to enter into an ICA, the Debenture Trustee shall abide by the conditions for signing ICA, as prescribed in this Key Information Document/Debenture Trustee Deed.

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3. In case of an occurrence of an Event of Default and the Debenture Trustee having obtained the consent of requisite number of Debenture Holders (as set out in Clause 1 (b) above) for enforcement of security, the Debenture Trustee shall inform the same to the Designated Stock Exchange. The Designated Stock Exchange shall release the amount lying in the recovery expense fund to the Debenture Trustee within 5 (five) Business Days of receipt of such intimation.
4. Any surplus amount left with the Debenture Trustee pursuant to disposal of the Security after the satisfaction of all of the Outstanding Amounts to the Debenture Holders shall be deposited with the Issuer.
5. It is agreed between the Parties that, on occurrence of a Payment Default on a Redemption Date or on a Coupon Payment Date, Default Interest over and above the Coupon, shall be payable by the Issuer from the date of such default till the date on which it is rectified. In case there is a default by the Issuer in the performance of its covenants under the Transaction Documents, including the Financial Covenants as set out in **Section 4.2(d) (Financial Covenants)** of this Key Information Document, Default Interest over and above the Coupon, shall be payable by the Issuer for the defaulting period.
6. Any costs and expenses arising in relation to the enforcement of Security and such other acts as mentioned above shall be borne and be payable by the Issuer.
7. The consequences mentioned aforesaid are not in any order of priority and can be exercised independent of each other, individually and/or cumulatively at the sole discretion of the Debenture Trustee (acting on the instructions of Majority Debenture Holders).
8. Take all such other action as is expressly permitted under the Transaction Documents or permitted under applicable Law (including initiating any insolvency Proceedings under the Insolvency and Bankruptcy Code, 2016).

4.5 RESPONSIBILITIES OF THE DEBENTURE TRUSTEE

In addition to the other powers conferred on the Debenture Trustee and provisions for their protection and not by way of limitation or derogation of anything in these presents contained nor of any statute limiting the liability of the Debenture Trustee, IT IS EXPRESSLY DECLARED as follows:

1. The Debenture Trustee may, in relation to these presents, act on the opinion or advice of or any information obtained from any solicitor, counsel, advocate, valuer, surveyor, broker, auctioneer, qualified accountant or any other expert whether obtained by the Issuer or by the Debenture Trustee or otherwise.
2. The Debenture Trustee shall notify the Debenture Holders upon the execution of the Transaction Documents, including this Key Information Document/ the Debenture Trust Deed.
3. Save as herein otherwise expressly provided the Debenture Trustee shall, as regards all trusts, powers, authorities and discretions hereby vested in them, have absolute and uncontrolled discretion as to the exercise thereof and to the mode and time of exercise thereof.
4. With a view to facilitating any dealing under any provision of these presents the Debenture Trustee shall have full power to consent (where such consent is required) to a specified transaction or class of transactions conditionally.
5. The Debenture Trustee shall be at liberty to accept a certificate signed by any director of the Issuer as to any act or matter prima facie within the knowledge of the Issuer as

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sufficient evidence thereof and a like certificate that any property or assets are in the opinion of the director so certifying worth a particular sum or suitable for the Issuer's purpose or business as sufficient evidence that it is worth that sum or so suitable and a like certificate to the effect that any particular dealing or transaction or step or thing is in the opinion of the director so certifying expedient as sufficient evidence that it is expedient .

6. The Debenture Trustee shall have the right to give notice to any Person of the execution hereof or to see to the performance or observance of any of the obligations hereby imposed on the Issuer or in any way to interfere with the conduct of the Issuer's business unless and until the rights under the Debentures shall have become enforceable and the Debenture Trustee shall have determined to enforce the same.
7. The Debenture Trustee shall be at liberty to keep these presents and all deeds and other documents relating to the Hypothecated Assets at their registered office or elsewhere or if the Debenture Trustee so decide with any banker or company whose business includes undertaking the safe custody of documents or with an advocates or firm of solicitors.
8. The Debenture Trustee can do a valuation of the Hypothecated Assets and re-value the Hypothecated Assets, as and when it deems fit, if in its opinion the Security Cover is falling or is low and all costs for such valuation shall be borne by the Issuer.
9. The Debenture Trustee shall not be responsible for the monies paid by Applicants for the Debentures or be bound to see to the Application thereof.
10. The Debenture Trustee shall have full power, in consultation with Debenture Holder(s)/Beneficial Owner(s), to determine all questions and doubts arising in relation to any of the provision of these presents and every such determination bona fide made (whether or not the same shall relate wholly or partially to the acts or proceedings of the Debenture Trustee) shall be conclusive and binding upon all Persons interested under these presents.
11. The Debenture Trustee and its employees shall be liable for anything whatsoever in cases of breach of trust knowingly and intentionally committed by the Debenture Trustee and its employees as conclusively determined by the court of competent jurisdiction.
12. The Debenture Trustee shall carry out due diligence of the Security prior to security creation and be required to monitor the Security in respect of the Debentures on a periodical basis and comply with the provisions of Applicable Law in relation to the same, including in respect of the Security Cover, covenants and the valuation of the Hypothecated Assets and provide a report/certificate to the Stock Exchange within the timelines as set out in the SEBI Debenture Trustees Master Circular as amended, modified, supplemented or restated from time to time.

For this purpose, the Debenture Trustee shall seek requisite documents, information and details from the Issuer on which it is required to provide the report/certificate to the Stock Exchange. The Issuer agrees and undertakes to provide all such documents, information and details as the Debenture Trustee may reasonably require which the Debenture Trustee is required to provide the report to the Stock Exchange.

13. The Debenture Trustee shall exercise independent due diligence to ensure that the Security is free from any encumbrances and in case any prior charge exists, the Debenture Trustee shall ensure that all required consents and no-object certificate for the creation of further charge for securing the Debentures have been obtained from the existing charge holders.
14. The Debenture Trustee shall ensure the implementation of the conditions regarding creation of Security for the Debentures, if any, including in relation to debenture

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redemption reserve and recovery expense fund, as may be prescribed by SEBI from time to time.

15. The Debenture Trustee shall have the right to rely on notices, communications, advertisement or any information on the website of the Company or any other related party with respect to issue of Debentures.
16. The Debenture Trustee shall ensure that the Company does not commit any breach of the terms of issue of Debentures or covenants of this Key Information Document/ the Debenture Trust Deed by monitoring the same in the manner specified by the SEBI and take such reasonable steps as may be necessary to remedy any such breach.
17. The Debenture Trustee shall have right to share such information in relation to the Issuer / Debentures to the Credit Rating Agency as prescribed / required under Applicable Laws or as necessary to discharge its function as a Debenture Trustee.

Notwithstanding anything contained herein, no clause in the Debenture Trust Deed shall have the effect of:

- (a) limiting or extinguishing the obligations and liabilities of the Debenture Trustee or the Issuer in relation to any rights or interests of the Debenture Holders;
- (b) limiting or restricting or waiving the provisions of the Act, regulations, circulars or guidelines issued by the SEBI; and
- (c) indemnifying the Debenture Trustee or the Issuer for loss or damage caused by their act of negligence or commission or omission.

4.6 PROVISIONS FOR MEETING OF DEBENTURE HOLDERS

The following provisions shall apply to the meetings of the Debenture Holders:

1. The Debenture Trustee or the Issuer may, at any time, and the Debenture Trustee shall at the request in writing of the Debenture Holders representing not less than one- tenth in value of the nominal amount of the Debentures for the time being outstanding, convene a Meeting of the Debenture Holders. Any such meeting shall be held at such place in the city where the registered office of the Issuer is situated or at such other place as the Debenture Trustee shall determine. Notwithstanding the aforesaid, a Meeting of the Debenture Holders shall be convened by the Debenture Trustee on the happening of any event, which constitutes a breach, default or which in the opinion of the Debenture Trustee affects the interest of the Debenture Holders.
2.
 - (a) A Meeting of the Debenture Holders may be called by giving not less than 21 (twenty-one) days clear notice in writing.
 - (a) A meeting may be called after giving shorter notice than that specified in sub-clause (a) above, if consent is accorded thereto by the Debenture Holders representing not less than 95% (ninety-five per cent) of the Debentures for the time being outstanding.
 - (b) The Debenture Trustees shall decide the cut-off date for determining the Debenture Holders who are entitled to vote through remote e-voting or voting at the meeting. Such date shall not be earlier than 7 (seven) days prior to the date fixed for the meeting. Only those, Debenture Holders who as on the cut-off date, have not exercised their voting rights through remote e-voting, shall be entitled to vote at the meeting.
 - (c) Meetings shall be called during business hours, i.e., between 9 a.m. and 6 p.m., on a day that is a Business Day. A meeting called by the requisitionists shall be convened only on a Business Day. A Meeting called by the requisitionists shall be held either at the registered office of the Issuer or at such other place as the Debenture Trustee shall determine.
3.
 - (a) Every notice of a meeting shall specify the place, day, and time of the meeting and shall contain complete particulars of the venue of the meeting including route map and prominent land-mark for easy location. In case of companies having a website, the route map shall be hosted along with the notice on the website. The notice shall contain a statement of the business to be transacted

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thereat. No items of business other than those specified in the notice and those specifically permitted under the Act shall be taken up at the meeting.

(b) Notice of every meeting shall be given to:

- (i) every Debenture Holder in the manner provided in this Key Information Document; and
- (ii) the Persons entitled to Debentures in consequence of death or insolvency of a Debenture Holder, in the manner stipulated under Applicable Law. Such notice shall be given to the Debenture Holders by sending such notice by post by way of a prepaid letter addressed to the Debenture Holder at its address as registered in the Register of Debenture Holders. In case Debentures are held in electronic / dematerialised form, the address of the Debenture Holder as registered with his/her depository participant shall be used for all correspondence with the Debenture Holder(s) / Applicant(s). The Applicant(s) are therefore responsible for the accuracy and completeness of his/her demographic details given in Application form vis-à-vis those with his/her/their depository participant. In case information is incorrect or insufficient, the Issuer would not be liable for losses, if any.

Provided that where the Debentures are held by joint-holders, such notice shall be sent to the Debenture Holder whose name appears first in the Register of Debenture Holders.

Provided further that where the Debenture Holder shall be deceased or become insolvent, such notice shall be sent to the representative of the deceased or the assignee of the insolvent either by name or by title or by any like description at the address, if any, in India supplied for the purpose by the Persons claiming to be so entitled or until such an address has been so supplied, by giving notice in the manner such notice would have been given if the death or insolvency of the Debenture Holder had not occurred.

Provided further that where the notice is given by advertising the same in a newspaper circulating in the neighbourhood of the registered office of the Issuer, such notice shall be deemed to be duly given on the day on which the advertisement appears, to every Debenture Holder.

- 4. The accidental omission to give notice to, or the non- receipt of notice by, any Debenture Holder or other Person to whom it should be given shall not invalidate the proceedings at the meeting.
- 5. (a) There shall be annexed to the notice of the meeting a statement setting out all material facts concerning each such item of business, including in particular the nature of the concern or interest, if any, therein of every director and the manager, if any. Provided that where any item of business as aforesaid to be transacted at a Meeting of the Debenture Holders relates to, or affects, any other company, the extent of shareholding interest in that company of every director, and the manager, if any, of the first mentioned company shall also be set out in the statement if the extent of such shareholding interest is not less than 20% (twenty per cent) of the paid up share capital of that other company.
(b) Where any item of business relates to the approval of any document by the meeting, the time and place where the document can be inspected shall be specified in the statement aforesaid.
- 6. (a) Quorum shall be present throughout the meeting. 5 (five) Debenture Holders, personally present shall be the quorum and in case the total number of Debenture Holders are less than 5 (five), 2 (two) Debenture Holders, personally present shall be quorum for the Meeting of the Debenture Holders and the provisions of the following sub-clause (b) shall apply with respect thereto.
(b) If, within half an hour from the time appointed for holding a Meeting of the Debenture Holders, a quorum is not present, the meeting, if called upon the requisition of the Debenture Holders shall stand dissolved but in any other case the meeting shall stand adjourned to the same day in the next week, at the same time and place, or to such other day and at such other time and place as the Debenture Trustee may determine and if at the adjourned meeting also a quorum is not present within half an hour from the time appointed

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for holding the meeting, the Debenture Holders present shall be the quorum.

- (c) Proxies shall be excluded for determining the quorum.
 - (d) A duly authorised representative of a body corporate is deemed to be a member personally present and enjoys all the rights of a Member present in person.
 - (e) One person can be an authorised representative of more than one body corporate. In such a case, he is treated as more than one Debenture Holders present in person for the purpose of quorum. However, to constitute a meeting, at least two individuals shall be present in person. Debenture Holders who have voted by remote e-voting have the right to attend the meeting and accordingly their presence shall be, counted for the purpose of quorum. A Debenture Holders who is not entitled to vote on any particular item of business being a related party, if present, shall be counted for the purpose of quorum. The stipulation regarding the presence of a quorum does not apply with respect to items of business transacted through postal ballot.
7. (a) The nominee of the Debenture Trustee shall be the chairman of the meeting and in his absence the Debenture Holders personally present at the meeting shall elect one of themselves to be the chairman thereof on a show of hands.
- (b) If a poll is demanded on the election of the chairman, it shall be taken forthwith in accordance with the provisions of the Act, the chairman elected on a show of hands exercising (for the time being) all the powers of the chairman under the said provisions.
- (c) If some other person is elected chairman as a result of the poll, he shall be chairman for the rest of the meeting.
- (d) The chairman shall explain the objective and implications of the resolutions before they are put to vote at the meeting. The chairman shall provide a fair opportunity to Debenture Holders who are entitled to vote to seek clarifications and/or offer comments related to any item of business and address the same, as warranted.
8. The Debenture Trustee and the directors of the Issuer and their respective solicitors may attend any meeting but shall not be entitled as such to vote thereat.
9. At any meeting, a resolution put to the vote of the meeting shall be decided on a show of hands unless a poll is demanded in the manner hereinafter mentioned, and unless a poll is so demanded, a declaration by the chairman that on a show of hands the resolution has or has not been carried either unanimously or by a particular majority and an entry to that effect in the books containing the minutes of the proceedings of the meeting, shall be conclusive evidence of the fact, without proof of the number or proportion of the votes cast in favour of or against such resolution.
10. Before or on the declaration of the result of voting on any resolution on a show of hands, a poll may be ordered to be taken by the chairman of the meeting of his own motion, and shall be ordered to be taken by him on a demand made in that behalf by at least 5 (five) Debenture Holders and in case the total number of Debenture Holders are less than 5 (five), 2 (two) Debenture Holders or by of Debenture Holder(s) representing not less than one-tenth of the nominal amount of the Debentures for the time being outstanding, whichever is less, present in person or by proxy.
11. (a) A poll demanded on a question of adjournment shall be taken forthwith; and
(b) A poll demanded on any other question (not being a question relating to the election of a chairman) shall be taken at such time not being later than 48 (forty-eight) hours from the time when the demand was made, as the chairman may direct.
12. At every such meeting each Debenture Holder shall, on a show of hands, be entitled to 1 (one) vote only, but on a poll he shall be entitled to one 1 (one) in respect of every Debenture of which he is a holder in respect of which he is entitled to vote.

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13. (a) Any Debenture Holder entitled to attend and vote at the meeting shall be entitled to appoint another person (whether a Debenture Holder or not) as his proxy to attend and vote instead of himself.
- (b) Every notice shall be accompanied, by an attendance slip and a proxy form with clear instructions for filling, stamping, signing and/or depositing the proxy form.
- (c) In every notice calling the meeting there shall appear with reasonable prominence a statement that a Debenture Holder entitled to attend and vote is entitled to appoint 1 (one) or more proxies, to attend and vote instead of himself, and that proxy need not be a Debenture Holder.
- (d) The instrument appointing a proxy and the power of attorney (if any) under which it is signed or a notarial certified copy of the power of attorney shall be deposited at the registered office of the Issuer not less than 48 (forty-eight) hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote or in case of a poll, not less than 24 (twenty-four) hours before the time appointed for the taking of the poll and in default, the instrument of proxy shall not be treated as valid.
- (e) The instrument appointing a proxy shall:
- (i) be in writing; and
 - (ii) be signed by the appointer or his attorney duly authorised in writing, or if the appointer is a body corporate, be under its seal or be signed by an officer or an attorney duly authorised by it.
- (f) The instrument appointing a proxy shall be in any of the forms set out under the rules framed under the Act, and shall not be questioned on the ground that it fails to comply with any special requirements specified for such instruments by the Articles.
- (g) Every Debenture Holder entitled to vote at a Meeting of the Debenture Holders of the Issuer on any resolution to be moved thereat shall be entitled during the period beginning 24 (twenty four) hours before the time fixed for the commencement of the meeting and ending with the conclusion of the meeting to inspect the proxies lodged, at any time during the business hours of the Issuer, provided not less than 3 (three) days' notice in writing of the intention so to inspect is given to the Issuer.
- (h) A vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death or insanity of the principal or the revocation of the proxy or of the authority under which the proxy was executed or the transfer of the Debenture in respect of which the proxy is given provided that no intimation in writing of such death, insanity, revocation or transfer shall have been received by the Issuer at the registered office before the commencement of the meeting or adjourned meeting at which the proxy is used.
- (i) A proxy can act on behalf of Debenture Holder not exceeding 50 (fifty) in number and holding in the aggregate not more than 10 (ten) percent in value of the nominal amount of the Debentures for the time being outstanding. However, Debenture Holder holding more than 10 (ten) percent in value of the nominal amount of the Debentures for the time being outstanding may appoint a single person as proxy for his entire shareholding and such person shall not act as a proxy for another person. If a proxy is appointed for more than fifty Debenture Holder, he shall choose any fifty Debenture Holder and confirm the same to the company before the commencement of specified period for inspection. In case, the proxy fails to do so, the company shall consider only the first 50 (fifty) proxies received as valid.
- (j) An instrument of proxy duly filled, stamped and signed, is valid only for the meeting to which it relates including any adjournment thereof.

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- (k) An instrument of proxy is valid only if it is properly stamped as per the Applicable Law. Unstamped or inadequately stamped proxies or proxies upon which the stamps have not been cancelled are invalid.
 - (l) The proxy-holder shall prove his identity at the time of attending the meeting.
 - (m) A proxy form which does not state the name of the proxy shall not be considered valid. Undated proxy shall not be considered valid. A proxy later in date revokes any proxy/proxies dated prior to such proxy; if they are not dated or bear the same date without specific mention of time, all such multiple proxies shall be treated as invalid.
 - (n) If a proxy had been appointed for the original meeting and such meeting is adjourned, any proxy given for the adjourned meeting revokes the proxy given for the original meeting. When a Debenture Holders appoints a proxy and both the Debenture Holders and proxy attend the meeting, the proxy stands automatically revoked.
14. On a poll taken at any Meeting of the Debenture Holders a Debenture Holder entitled to more than one vote or his proxy or other person entitled to vote for him, as the case may be, need not if he votes, use all his votes or cast in the same way all the votes he uses.
15. (a) When a poll is to be taken, the chairman of the meeting shall appoint 2 (two) scrutineers to scrutinise the votes given on the poll and to report thereon to him.
- (b) The chairman shall have power, at any time before the result of the poll is declared, to remove a scrutineer from office and to fill vacancies in the office of scrutineer arising from such removal or from any other cause.
- (c) Of the 2 (two) scrutineers appointed under this Clause, one (1) shall always be a Debenture Holder (not being an officer or employee of the Issuer) present at the meeting, provided such a Debenture Holder is available and willing to be appointed.
16. (a) Subject to the provisions of the said Act, the chairman of the meeting shall have power to regulate the manner in which a poll shall be taken.
- (b) The result of the poll shall be deemed to be the decision of the meeting on the resolution on which the poll was taken.
17. In the case of joint Debenture Holders, the vote of the senior i.e., first holder who tenders a vote whether in person or by proxy shall be accepted to the exclusion of the other joint holder or holders.
18. The chairman of a Meeting of the Debenture Holders may, with the consent of the meeting, adjourn the same from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.
19. If a meeting is adjourned sine-die or for a period of 30 (thirty) days or more, a notice of the adjourned meeting shall be given in accordance with the provisions contained hereinabove relating to notice. If a meeting is adjourned for a period of less than 30 (thirty) days, the company shall give not less than three days' notice specifying the day, date, time and venue of the meeting, to the Debenture Holders either individually or by publishing an advertisement in a vernacular newspaper in the principal vernacular language of the district in which the registered office of the company is situated, and in an English newspaper in English language, both having a wide circulation in that district.
20. In the case of equality of votes, whether on a show of hands, or on a poll, the chairman of the meeting at which the show of hands takes place or at which the poll is demanded, shall be entitled to a second or casting vote in addition to the vote or votes to which he may be entitled to as a Debenture Holder.

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21. The demand of a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which a poll has been demanded.
22. The chairman of any meeting shall be the sole judge of the validity of every vote tendered at such meeting. The chairman present at the taking of a poll shall be the sole judge of the validity of every vote tendered at such poll.
23. A Meeting of the Debenture Holders shall, *inter alia*, have the following powers exercisable in the manner hereinafter specified in serial no. 24 below:
 - (a) Power to sanction re-conveyance and release, substitution or exchange of all or any part of the Hypothecated Assets from all or any part of the Outstanding Amounts owed in relation to the Debentures;
 - (b) Power to sanction any compromise or arrangement proposed to be made between the Issuer and the Debenture Holders;
 - (c) Power to sanction any modification, alteration or abrogation of any of the rights of the Debenture Holders against the Issuer or against the Hypothecated Assets or other properties whether such right shall arise under this Key Information Document or Debentures or otherwise;
 - (d) Power to assent to any scheme for reconstruction or amalgamation of or by the Issuer whether by sale or transfer of assets under any power in the Issuer's memorandum of association or otherwise under the Act or provisions of any law;
 - (e) Power to assent to any modification of the provisions contained in this Key Information Document and to authorise the Debenture Trustee to concur in and execute any Supplemental Deed embodying any such modification;
 - (f) Power to remove the existing Debenture Trustee and to appoint new Debenture Trustee in respect of the trust securities;
 - (g) Power to authorise the Debenture Trustee or any Receiver appointed by them where they or he shall have taken possession of the Hypothecated Assets or any part thereof to give up possession of such property to the Issuer either unconditionally or upon any condition; and
 - (h) Power to give any direction, sanction, request or approval which under any provision of this Key Information Document is required to be given by a Special Resolution.
24. The powers set out in serial no. 23 above shall be exercisable by a consent in writing of the Majority Debenture Holders or by a Special Resolution passed at a Meeting of the Debenture Holders duly convened and held in accordance with provisions herein contained and carried by a majority consisting of not less than three-fourths of the persons voting thereat upon a show of hands or if a poll is demanded by a majority representing not less than three-fourths in value of the votes cast on such poll. Such a resolution is herein called "**Special Resolution**".
25. A resolution, passed at a general Meeting of the Debenture Holders duly convened and held in accordance with these presents shall be binding upon all the Debenture Holders, whether present or not at such meeting, and each of the Debenture Holders shall be bound to give effect thereto accordingly, and the passing of any such resolutions shall be conclusive evidence that the circumstances justify the passing thereof, the intention being that it shall rest with the meeting to determine without appeal whether or not the circumstances justify the passing of such resolution.
26. Resolutions for items of business which are likely to affect the market price of the securities of the company shall not be withdrawn. Any resolution proposed for consideration through e-voting shall not be withdrawn. A resolution passed at a meeting shall not be rescinded otherwise than by a resolution passed at a subsequent meeting. Modifications to any resolution which do not change the purpose of the resolution materially may be proposed, seconded and adopted by the requisite majority at the meeting and, thereafter, the modified resolution shall be duly proposed, seconded and put to vote. No modification shall be made to any resolution which has already been put to vote by remote e-voting before the meeting.
27. Minutes of all resolutions and proceedings at every such meeting as aforesaid shall be made in

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accordance with the provisions of the Act and duly entered into books from time to time provided for the purpose by the Debenture Trustee at the expenses of the Issuer. Minutes should be duly signed and dated by the chairman within 30 (thirty) days of the meeting. Any such minutes as aforesaid, if purported to be signed by the chairman of the meeting at which such resolutions were passed or proceeding held or by the chairman of the adjourned meeting shall be conclusive evidence of the matters therein contained and until the contrary is proved every such meeting in respect of the proceedings of which minutes have been made shall be deemed to have been duly held and convened and all resolutions passed thereat or proceedings taken, to have been duly passed and taken.

28. Notwithstanding anything herein contained, it shall be competent to all the Debenture Holders to exercise the rights, powers and authorities of the Debenture Holders under the said Deed by a letter or letters signed by or on behalf of the Debenture Holders without convening a Meeting of the Debenture Holders as if such letter or letters constituted a resolution or a Special Resolution, as the case may be, passed at a meeting duly convened and held as aforesaid and shall have effect accordingly.

29. Decision making by Debenture Trustee in an Event of Default under Chapter X: Breach of Covenants, Default and Remedies of SEBI Master Circular for Debenture Trustees

If any meeting of the Debenture Holders is proposed to be conducted in respect of any matter prescribed in the SEBI Master Circular for Debenture Trustees, the provisions of this paragraph shall apply.

Any notice for a meeting in respect of the SEBI Master Circular for Debenture Trustees shall contain the details prescribed in the SEBI Master Circular for Debenture Trustees, including without limitation, the negative consent for proceeding with the enforcement of security, positive consent for signing the inter-creditor agreement, the time period within which the consent needs to be provided, and the date of meeting to be convened.

The provisions of this Schedule (applicable to meetings of the Debenture Holders) shall apply in respect of any meeting that is conducted under this paragraph 29.

Any action of the Debenture Trustee in respect of the occurrence of an event of default or breach of the covenants by the Company or any such acts/omissions which may have Material Adverse Effect on the Debentures under Chapter X: Breach of Covenants, Default and Remedies of SEBI Debenture Trustees Master Circular shall be in accordance with the decision of the Debenture Holders taken at any meeting convened in accordance with this paragraph 29, subject to the exceptions (if any) set out in the SEBI Debenture Trustees Master Circular.

For the purposes of a meeting convened in accordance with this paragraph 29, in accordance with the SEBI Master Circular for Debenture Trustees, all decisions shall require the consent of 75% (seventy five percent) of the Debenture Holders (by value) and 60% (sixty percent) of the Debenture Holders (by number).

4.7 NOMINEE DIRECTOR

- 1) The Issuer acknowledges and consents to the rights of the Debenture Trustee to appoint and replace from time to time, in terms of the Companies Act in the event of:
- (a) default in Redemption of Debentures or repayment of Coupon or any other Outstanding Amounts; or
 - (b) Upon the occurrence 2 (two) consecutive Payment Defaults; or
 - (c) Any default in creation of Security by the Issuer.
- 2) 1 (one) Nominee Director that shall be appointed and the Issuer will take all corporate action to effectuate such right.
- 3) No Person other than the Debenture Trustee shall have the right to appoint or replace the Nominee

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Director appointed by the Debenture Trustee/Debenture Holders.

- 4) The Nominee Director shall:
 - (a) not be required to hold qualification shares nor be liable to retire by rotation; and
 - (b) be entitled to receive all notices, agenda, etc. and to attend all general meetings and meetings of the Board and meetings of any committees of the Board of which (s)he is a member, at least 7 (seven) Business Days prior to such meeting.
- 5) Upon appointment of such Nominee Director, the Issuer shall provide to the Debenture Trustee minutes of all meetings of its Board and shareholders along with relevant documents within 5 (five) days of such meeting(s).
- 6) If, at any time, the Nominee Director is not able to attend a meeting of the Board or any of its committees of which (s)he is a member, the Debenture Trustee may depute an observer to attend the meeting. The expenses incurred by the Debenture Trustee in this connection shall be borne and payable by the Issuer.
- 7) The Nominee Director shall furnish to the Debenture Trustee reports of the proceedings of all such meetings and the Issuer shall not have any objection to the same.
- 8) The Issuer shall appoint the Nominee Director forthwith, on receiving the nomination notice from the Debenture Trustee and in any event within 1 (one) calendar month, and in any case within the time period prescribed in the SEBI NCS Listing Regulations and Applicable Law. The Issuer hereby agrees and undertakes that the Articles of Association of the Company has been amended to permit the Debenture Trustee to have a right to appoint a nominee on the Board of Directors.
- 9) The removal of the Nominee Director shall be by notice in writing by the Debenture Trustee, addressed to the Issuer and shall (unless otherwise indicated in such notice) take effect forthwith upon such a notice being delivered to the Issuer.
- 10) Any reasonable expenditure incurred by the Debenture Trustee and/ or the Nominee Director in connection with the appointment of directorship shall be borne and payable by the Issuer.
- 11) The Nominee Director shall be entitled to seek appointment of an alternate director for itself.
- 12) The Nominee Director shall not be construed as “key managerial personnel” of the Issuer or an “officer who is in default”.
- 13) The Issuer shall indemnify the Nominee Director against any and all actual expenses which the Nominee Director incurs or become obligated to incur in connection with any proceeding that the Nominee Director was, is or becomes a party to, or witness or participant (including on appeal) in, or is threatened in writing to be made a party to, or witness or participant (including on appeal) in, as a result of any wilful omission or misconduct of or by the Issuers or their employees as a result of which, in whole or in part, the Nominee Director is made a party to, or otherwise incurs any actual loss pursuant to, any action, suit, claim or proceeding arising out of or relating to any such conduct, or any action or failure to act undertaken by the Nominee Director at the request of the Issuer, or contravention of any Applicable Laws in respect of the business of the Issuer including, without limiting the generality of the foregoing, Applicable Laws relating to provident fund, gratuity, labour, environment and pollution, and any action or proceedings taken against a Nominee Director in connection with any such contravention or alleged contravention but excluding any losses, expenses, damages, proceedings, claims arising as a result of any wilful default, gross negligence or fraud of the Nominee Director.

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

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SECTION 5: OTHER INFORMATION AND APPLICATION PROCESS

The Non-Convertible Securities being offered as part of the Issue are subject to the provisions of the Act, the Memorandum and Articles of Association of the Issuer, the terms of this Key Information Document, Application Form and other terms and conditions as may be incorporated in the Transaction Documents.

5.1 Mode of Transfer/Transmission of Debentures

The Debentures shall be transferable freely; however, it is clarified that no investor shall be entitled to transfer the Debentures to a person who is not entitled to subscribe to the Debentures. The Debenture(s) shall be transferred and/or transmitted in accordance with the applicable provisions of the Act and other applicable laws. The Debentures held in dematerialized form shall be transferred subject to and in accordance with the rules/procedures as prescribed by NSDL and CDSL and the relevant DPs of the transferor or transferee and any other applicable laws and rules notified in respect thereof. The transferee(s) should ensure that the transfer formalities are completed prior to the Record Date. In the absence of the same, amounts due will be paid/redemption will be made to the person, whose name appears in the Register of Debenture Holders maintained by the R&T Agent as on the Record Date, under all circumstances. In cases where the transfer formalities have not been completed by the transferor, claims, if any, by the transferees would need to be settled with the transferor(s) and not with the Issuer. The normal procedure followed for transfer of securities held in dematerialized form shall be followed for transfer of these Debentures held in dematerialised form. The seller should give delivery instructions containing details of the buyer's DP account to his DP.

5.2 Non-Convertible Securities held in Dematerialised Form

The Non-Convertible Securities shall be held in dematerialised form and no action is required on the part of the Non-Convertible Securities Holder(s) for redemption purposes and the redemption proceeds will be paid by cheque/EFT/RTGS to those Debenture Holder(s) whose names appear on the list of beneficiaries maintained by the R&T Agent. The names would be as per the R&T Agent's records on the Record Date fixed for the purpose of redemption. All such Non-Convertible Securities will be simultaneously redeemed through appropriate debit corporate action.

The list of beneficiaries as of the relevant Record Date setting out the relevant beneficiaries' name and account number, address, bank details and DP's identification number will be given by the R&T Agent to the Issuer. If permitted, the Issuer may transfer payments required to be made in any relation by EFT/RTGS to the bank account of the Debenture Holder(s) for redemption payments.

5.3 Sharing of Information

The Issuer may, at its option, but subject to Applicable Laws, use on its own, as well as exchange, share or part with any financial or other information about the Debenture Holder(s) available with the Issuer, with its subsidiaries and affiliates and other banks, financial institutions, credit bureaus, agencies, statutory bodies, as may be required and neither the Issuer nor its subsidiaries and affiliates nor their agents shall be liable for use of the aforesaid information.

5.4 Non-Convertible Securities Holder not a Shareholder

The Debenture Holder(s) shall not be entitled to any right and privileges of shareholders other than those available to them under the Act. The Non-Convertible Securities shall not confer upon the Debenture Holders the right to receive notice(s) or to attend and to vote at any general meeting(s) of the shareholders of the Issuer.

5.5 Modification of Non-Convertible Securities

The Debenture Trustee and the Issuer will agree to make any modifications in the General Information Document which, in the opinion of the Debenture Trustee, is of a formal, minor or technical nature or is to correct a manifest error.

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Any other change or modification to the terms of the Non-Convertible Securities shall require approval by the Majority Debenture Holders.

5.6 Right to accept or reject Applications

The Board of Directors/Committee of Directors reserves its full, unqualified and absolute right to accept or reject any application for subscription to the Non-Convertible Securities, in part or in full, without assigning any reason thereof.

5.7 Notices

Any notice in respect of the Non-Convertible Securities may be served by the Issuer upon the Debenture Trustee/Debenture Holders in accordance with the terms of the Transaction Documents.

5.8 Issue Procedure

Only Eligible Investors as given hereunder may apply for the Non-Convertible Securities by completing the Application Form in the prescribed format in block letters in English as per the instructions contained therein. The minimum number of Non-Convertible Securities 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.

5.9 Application Procedure through EBP Bid Process as per EBP Guidelines:

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

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

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

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

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

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

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

- a) Modification of Bid: Eligible Investors may note that modification of bid is allowed during the bidding period or window. However, in the last 10 (Ten) minutes of the bidding period or window, revision of bid is only allowed for upward revision of the bid amount placed or to improve the coupon or yield by the Eligible Investor.
- b) Cancellation of Bid: Eligible Investors may note that cancellation of bid is allowed during the bidding

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period or window. However, in the last 10 (Ten) minutes of the bidding period or window, no cancellation of bids is permitted.

- c) Multiple Bids: Bidders are permitted to place multiple bids on the BSE EBP Platform in line with the BSE EBP Guidelines and the EBP Guidelines.
- d) Manner of bidding: The Issue will be through open bidding on the BSE EBP platform in line with the BSE EBP Guidelines and the EBP Guidelines.
- e) Manner of allotment: The allotment will be done on uniform yield basis in line with the BSE EBP Guidelines and the EBP Guidelines.
- f) Manner of settlement: Settlement of the Issue will be done through online transfer and the account details are given in the section on Payment Mechanism of this General Information Document.
- g) Settlement cycle: The process of pay-in of funds by investors and pay-out to Company will be done on T+1 trading day, where T is the Issue Closing Date.

Offer or Issue of executed offer letters cum application forms to successful Eligible Investors. The offer letters cum application forms along with the Application Form will be issued to the successful Eligible Investors, who are required to complete and submit the Application form to the Company in order to accept the offer of Debentures.

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

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

Details of size of the Issue including green shoe option, if any	Total Issue Size: Up to 5,00,000 (five lakh) senior, secured, listed, rated, taxable, transferable, redeemable, non-convertible debentures each having a face value of INR 10,000/- (Indian Rupees Ten Thousand Only) aggregating to INR 500,00,00,000/- (Indian Rupees Five Hundred Crore Only) Base Issue: Up to 3,00,000 (three lakh) senior, secured, listed, rated, taxable, transferable, redeemable, non-convertible debentures each having a face value of INR 10,000/- (Indian Rupees Ten Thousand Only) aggregating to INR 300,00,00,000/- (Indian Rupees Three Hundred Crore Only) Green Shoe Option: Up to 2,00,000 (two lakh) senior, secured, listed, rated, taxable, transferable, redeemable, non-convertible debentures each having a face value of INR 10,000/- (Indian Rupees Ten Thousand Only) aggregating to INR 200,00,00,000/- (Indian Rupees Two Hundred Crore Only)
Anchor Portion Details	No
Interest rate parameter	Fixed Coupon
Bid opening and closing date	Bid opening date: September 15, 2026; and Bid closing date: September 15, 2026.
Minimum Bid lot	1000 (One Thousand) Debentures (aggregating to INR 1,00,00,000 (Indian Rupees One Crore), and 1 (one) Debenture thereafter
Manner of bidding in the Issue/ Bid Type	Open Bidding
Manner of allotment in	The allotment will be done on Uniform price basis in accordance with

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the Issue	EBP Guidelines.
Manner of settlement in the Issue	Pay-in of funds through ICCL and the account details are given in the Section 5 (<i>OTHER INFORMATION AND APPLICATION PROCESS</i>) of this Key Information Document.
Settlement cycle	T+1, where T refers to the date of bid opening date / issue opening date

5.10 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 has 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:

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:

Beneficiary Name	Keertana Finserv Limited
Bank Account No.	10299207759
IFSC Code	IDFB0080244
Bank Name	IDFC FIRST BANK LIMITED
Branch Address	AUROBINDO GALAXY BRANCH , Hyderabad

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 Guidelines.

Basis of Allocation or Allotment: Allocation shall be made as approved by the Company in accordance with applicable SEBI NCS Listing Regulations, Operations Guidelines, and Applicable Laws. Post completion of bidding process, the Company will upload the provisional allocation on the BSE EBP

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Platform. Post receipt of details of the successful Eligible Investors, the Company will upload the final allocation file on the BSE EBP Platform.

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

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

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

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

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

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

5.11 Details of Issuances in the previous financial year (in Crs.):

ISIN No.	Issue Size (Inclusive of Green Shoe Option)	Base Issue	Green Shoe option issue	Green Shoe Option actually exercised	Allotmen t Amount	Month of Issue
INEONES07147	49.00	20.00	29.00	2.00	22.00	08-Apr-25
INEONES07162	38.00	28.00	10.00	10.00	38.00	24-Apr-25
INEONES07170	50.00	35.00	15.00	5.00	40.00	30-Apr-25

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INEONES07162	35.00	25.00	10.00	0.00	25.00	15-May-25
INEONES07188	50.00	50.00	0.00	0.00	50.00	11-Jun-25
INEONES07196	110.00	50.00	60.00	40.00	90.00	16-Jun-25
INEONES07212	75.00	25.00	50.00	0.00	25.00	23-Jun-25
INEONES07204	75.00	25.00	50.00	0.00	25.00	25-Jun-25
INEONES07220	70.00	20.00	50.00	0.00	20.00	11-Jul-25
INEONES07238	50.00	50.00	0.00	0.00	50.00	15-Jul-25
INEONES07170	72.81	32.81	40.00	4.02	36.83	18-Jul-25
INEONES07246	100.00	50.00	50.00	50.00	100.00	24-Jul-25
INEONES07154	35.00	35.00	0.00	0.00	35.00	28-Jul-25
INEONES07188	35.00	35.00	0.00	0.00	35.00	01-Aug-25
INEONES07253	100.00	100.00	0.00	0.00	100.00	12-Aug-25
INEONES07261	50.00	50.00	0.00	0.00	50.00	19-Aug-25
INEONES07279	80.00	40.00	40.00	5.00	45.00	11-Sep-25
INEONES07220	65.00	25.00	40.00	5.00	30.00	16-Sep-25
INEONES07188	40.00	20.00	20.00	0.00	20.00	24-Sep-25
INEONES07188	40.00	20.00	20.00	10.00	30.00	06-Oct-25
INEONES07261	100.00	20.00	80.00	80.00	100.00	10-Oct-25
INEONES07287	200.00	75.00	125.00	26.00	101.00	24-Oct-25
INEONES07287	100.00	50.00	50.00	0.00	50.00	07-Nov-25
INEONES07246	100.00	50.00	50.00	40.00	90.00	12-Nov-25
INEONES07188	100.00	50.00	50.00	20.00	70.00	18-Nov-25
INEONES07287	250.00	50.00	200.00	0.00	50.00	26-Nov-25
INEONES07253	150.00	25.00	125.00	27.50	52.50	04-Dec-25
INEONES07188	140.00	25.00	115.00	26.00	51.00	09-Dec-25
INEONES07238	150.00	25.00	125.00	110.25	135.25	12-Dec-25
INEONES07295	35.00	35.00	0.00	0.00	35.00	30-Dec-25
INEONES07154	100.00	25.00	75.00	5.00	30.00	05-Jan-26
INEONES07287	100.00	20.00	80.00	0.00	20.00	09-Jan-26
INEONES07162	100.00	25.00	75.00	45.00	70.00	14-Jan-26
INEONES07253	150.00	25.00	125.00	0.00	24.93	20-Jan-26
INEONES07295	25.00	15.00	10.00	0.00	15.00	02-Feb-26
INEONES07303	200.00	40.00	160.00	0.00	25.00	10-Feb-26
INEONES07287	250.00	50.00	200.00	137.09	187.09	13-Feb-26
INEONES07279	250.00	50.00	200.00	0.00	40.00	05-Mar-26
INEONES07279	160.00	30.00	130.00	40.00	70.00	20-Mar-26
INEONES07311	250.00	50.00	200.00	27.25	77.25	25-Mar-26

5.12 Application Procedure

Potential Investors will be invited to subscribe by way of the Application Form prescribed in the General 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. The Issue will be open for subscription during the banking hours on each day during the period covered by the Issue Schedule.

5.13 Fictitious Applications

All fictitious applications will be rejected.

5.14 Basis of Allotment

Notwithstanding anything stated elsewhere, the Company reserves the right to accept or reject any application, in part or in full, without assigning any reason. Subject to the aforesaid, in case of over

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subscription, priority will be given to investors on a first cum first serve basis. The investors will be required to remit the funds as well as submit the duly completed Application Form along with other necessary documents to the Company by the Deemed date of allotment.

5.15 Eligible Investors

The following categories of investors, when specifically approached and have been identified upfront, are eligible to apply for this private placement of Debentures subject to fulfilling their respective investment norms/rules and compliance with laws applicable to them by submitting all the relevant documents along with the Application Form ("**Eligible Investors**"):

- (a) Companies and Bodies Corporate eligible to invest in the Debentures;
- (b) Financial Institutions eligible to invest in the Debentures;
- (c) Foreign Portfolio Investors;
- (d) Mutual Funds;
- (e) Alternative Investment Funds; and
- (f) Any other investor eligible to invest in these Debentures.

All investors are required to comply with the relevant regulations/guidelines applicable to them for investing in this issue of Debentures. Without prejudice to the aforesaid, where the selection of the eligible investors is required to be done pursuant to bidding mechanism on the Electronic Platform called the "EBP Platform" under the EBP Guidelines or any other successive arrangement/platform mandated by SEBI, only those Persons out of the aforesaid categories of investors, who are registered on the EBP Platform and are eligible to make bids for Debentures of the Issuer and to whom allocation is to be made by the Issuer pursuant to selection under the electronic book mechanism for issuance of securities on private placement basis in terms of the EBP Guidelines and the Electronic Book Providers shall be considered as "identified persons" for the purposes of Section 42(2) of the Companies Act, 2013 (as amended from time to time), 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 Guidelines) 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 and the Issuer, is not in any way, directly or indirectly, responsible for any statutory or regulatory breaches by any investor, neither is the Issuer required to check or confirm the same.

Hosting of the General Information Document / Key Information Document on the website of the BSE should not be construed as an offer or an invitation to offer to subscribe to the Debentures and the same has been hosted only as it is stipulated under the SEBI Regulations read with the EBP Guidelines. Eligible Investors should check their eligibility before making any investment.

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.

5.16 Procedure for Applying for Dematerialised Facility

- (a) The applicant must have at least one beneficiary account with any of the DP's of NSDL and CDSL prior to making the application.
- (b) The applicant must necessarily fill in the details (including the beneficiary account number

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and DP - ID) appearing in the Application Form under the heading “Details for Issue of Non-Convertible Securities in Electronic/Dematerialised Form”.

- (c) Non-Convertible Securities allotted to an applicant will be credited to the applicant's respective beneficiary account(s) with the DP.
- (d) For subscribing to the Non-Convertible Securities, names in the Application Form should be identical to those appearing in the details in the Depository. In case of joint holders, the names should necessarily be in the same sequence as they appear in the account details maintained with the DP.
- (e) Non-transferable allotment advice/refund orders will be directly sent to the applicant by the Registrar and Transfer Agent to the Issue.
- (f) If incomplete/incorrect details are given under the heading “Details for Issue of Non-Convertible Securities in Electronic/Dematerialised Form” in the Application Form, it will be deemed to be an incomplete application and the same may be held liable for rejection at the sole discretion of the Issuer.
- (g) For allotment of Non-Convertible Securities, the address, nomination details and other details of the applicant as registered with his/her DP shall be used for all correspondence with the applicant. The applicant is therefore responsible for the correctness of his/her demographic details given in the Application Form vis-a-vis those with his/her DP. In case the information is incorrect or insufficient, the Issuer would not be liable for the losses, if any.
- (h) The Redemption Amount or other benefits would be paid to those Debenture Holders whose names appear on the list of beneficial owners maintained by the R&T Agent as on the Record Date. In case of those Non-Convertible Securities for which the beneficial owner is not identified in the records of the R&T Agent as on the Record Date, the Issuer would keep in abeyance the payment of the Redemption Amount or other benefits, until such time that the beneficial owner is identified by the R&T Agent and conveyed to the Issuer, whereupon the Redemption Amount and benefits will be paid to the beneficiaries, as identified.

5.17 Depository Arrangements

The Issuer shall make necessary arrangement with CDSL and NSDL for issue and holding of Debenture in dematerialised form.

5.18 List of Beneficiaries

The Issuer shall request the R&T Agent to provide a list of beneficiaries as at the end of each Record Date. This shall be the list, which will be used for payment or repayment of redemption monies.

5.19 Application under Power of Attorney

A certified true copy of the power of attorney or the relevant authority as the case may be along with the names and specimen signature(s) of all the authorized signatories of the investor and the tax exemption certificate/document of the investor, if any, must be lodged along with the submission of the completed Application Form. Further modifications/additions in the power of attorney or authority should be notified to the Issuer or to its agents or to such other person(s) at such other address(es) as may be specified by the Issuer from time to time through a suitable communication.

In case of an application made by companies under a power of attorney or resolution or authority, a certified true copy thereof along with memorandum and articles of association and/or bye-laws along with other constitutional documents must be attached to the Application Form at the time of making the application, failing which, the Issuer reserves the full, unqualified and absolute right to accept or reject any application in whole or in part and in either case without assigning any reason thereto.

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Names and specimen signatures of all the authorized signatories must also be lodged along with the submission of the completed Application Form.

5.20 Procedure for application by Mutual Funds and Multiple Applications

In case of applications by mutual funds and venture capital funds, a separate application must be made in respect of each scheme of an Indian mutual fund/venture capital fund registered with the SEBI and such applications will not be treated as multiple application, provided that the application made by the asset management company/trustee/custodian clearly indicated their intention as to the scheme for which the application has been made.

The Application Forms duly filled shall clearly indicate the name of the concerned scheme for which application is being made and must be accompanied by certified true copies of:

- (a) SEBI registration certificate.
- (b) Resolution authorizing investment and containing operating instructions.
- (c) Specimen signature of authorized signatories.

5.21 Documents to be provided by Investors

Investors need to submit the following documents, as applicable:

- (a) Memorandum and Articles of Association or other constitutional documents.
- (b) Resolution authorising investment.
- (c) Certified true copy of the Power of Attorney to custodian.
- (d) Specimen signatures of the authorised signatories.
- (e) SEBI registration certificate (for Mutual Funds).
- (f) Copy of PAN card.
- (g) Application Form (including EFT/RTGS details).

5.22 Applications to be accompanied with Bank Account Details

Every application shall be required to be accompanied by the bank account details of the applicant and the magnetic ink character reader code of the bank for the purpose of availing direct credit of Redemption Amount and all other amounts payable to the Debenture Holder(s) through cheque/EFT/RTGS.

5.23 Succession

In the event of winding up of a Debenture Holder (being a company), the Issuer will recognise the legal representative as having title to the Debenture(s). The Issuer shall not be bound to recognize such legal representative as having title to the Debenture(s), unless they obtain legal representation, from a court in India having jurisdiction over the matter.

The Issuer may, in its absolute discretion, where it thinks fit, dispense with production of such legal representation, in order to recognise any person as being entitled to the Debenture(s) standing in the name of the concerned Debenture Holder on the production of sufficient documentary proof and an indemnity.

5.24 Mode of Payment

All payments must be made through cheque(s) demand draft(s), NEFT/RTGS as set out in the Application Form.

5.25 Effect of Holidays

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- (a) If any Due Date on which any interest or additional interest is payable falls on a day which is not a Business Day, the payment to be made on such Due Date shall be made on the succeeding Business Day.
- (b) If any Due Date on which any Outstanding Principal Amounts are payable falls on a day which is not a Business Day, the payment to be made on such Due Date shall be made on the preceding Business Day.
- (c) If the Final Redemption Date or the Early Redemption 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.

5.26 Tax Deduction at Source

- (a) All payments to be made by the Company to the Debenture Holders under the Transaction Documents shall be made free and clear of and without any Tax Deduction unless the Company is required to make a Tax Deduction pursuant to Applicable Law.
- (b) The Company 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 Company 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 allowed and in the minimum amount required by Applicable Law.
- (d) Within the earlier of (A) 60 (Sixty) days of making either a Tax Deduction or any payment required in connection with that Tax Deduction or (B) 60 (Sixty) days of each Due Date, the Company 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.

5.27 Letters of Allotment

In accordance with the SEBI NCS Listing Regulations, as amended from time to time, read together with the requirements in respect of the timelines for listing of debt securities issued on a private placement basis prescribed in Chapter VII (*Standardization of timelines for listing of securities issued on a private placement basis*) of the Listed NCDs Master Circular, the Issuer shall ensure that the Non-Convertible Securities are credited into the demat accounts of the Debenture Holders of the Non-Convertible Securities within 2 (Two) Business Days from the Deemed Date of Allotment.

5.28 Deemed Date of Allotment

Deemed Date of Allotment All the benefits under the Debentures, including but not limited to the payment of Coupon, will accrue to the investor from the deemed date of allotment. The deemed date of allotment for the Issue is September 16, 2026.

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

5.29 Record Date

Record Date shall be 15 (Fifteen) calendar days prior to the relevant Payment Date

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5.30 Refunds

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

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

5.31 Interest on Application Monies

Interest at the rate of 11.70% (Eleven decimal seven zero per cent) p.a.p.m. (subject to deduction of tax at source at the rate prevailing from time to time under the provisions of the Income Tax Act, 2025) will be paid on Application Money to the Applicants/ Initial Debenture Holders from the date of realization of the cheques / drafts or credit through RTGS / NEFT / direct credit up to one day prior to the Deemed Date of Allotment. This is applicable for all valid applications within 5 (five) Business Days from the Deemed Date of Allotment. Where the entire subscription amount has been refunded, the interest on Application Money will be paid along with the refund orders or through RTGS / NEFT / direct credit to the bank account of the Applicant as described in the Application Form. Where pay-in date and Deemed date of Allotment are the same, no interest on Application money is to be paid.

Notwithstanding the above, no interest shall be payable if the Application Money is received by the Company on the Deemed Date of Allotment.

5.32 Pan Number

Every applicant should mention its Permanent Account Number ("**PAN**") allotted under Income Tax Act, 2025, on the Application Form and attach a self-attested copy as evidence. Application forms without PAN will be considered incomplete and are liable to be rejected.

5.33 Redemption

The face value of the Debentures shall be redeemed at par, on the Redemption Date. The Debentures will not carry any obligation, for interest or otherwise, after the Redemption Date. The Debentures shall be taken as discharged on payment of the Redemption Amount by the Issuer on the Final Redemption Date to the registered Debenture Holders whose name appear in the Debenture Register on the Record Date. Such payment will be a legal discharge of the liability of the Issuer towards the Debenture Holders.

5.34 Payment on Redemption

Payment on redemption will be made by way of cheque(s)/redemption warrant(s)/demand draft(s)/credit through RTGS system/funds transfer in the name of the Debenture Holder(s) whose names appear on the list of beneficial owners given by the Depository to the Issuer as on the Record Date.

The Debentures shall be taken as discharged on payment of the Redemption Amount by the Issuer on maturity to the registered Debenture Holder(s) whose name appears in the Register of Debenture Holder(s) on the Record Date. On such payment being made, the Issuer will inform NSDL and CDSL and accordingly the account of the Debenture Holder(s) with NSDL and CDSL will be adjusted.

On the Issuer dispatching the amount as specified above in respect of the Debentures, the liability of the Issuer shall stand extinguished.

5.35 Payment of Coupon

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

5.36 Eligibility to come out with the Issue

The Issuer or the Person in control of the Issuer, or its promoter, has not been restrained or prohibited any Governmental Authority from accessing the securities market or dealing in securities and such direction or order is in force.

5.37 Registration and Government approvals

The Issuer can undertake the activities proposed by it in view of the present approvals and no further approval from any Governmental Authority(ies) is required by it to undertake the proposed activities save and except those approvals which may be required to be taken in the normal course of business from time to time.

5.38 Authority for the Issue

This present private placement of Debentures is being made pursuant to the resolution passed by the board of directors of the Company at its meeting held on Sep 05, 2026 and shareholders of the Company at its meeting held on July 09, 2026. A copy of the board resolution and shareholders resolution is attached hereto as **Annexure V** and **Annexure VI** respectively.

5.39 Date of Allotment

All benefits relating to Debentures will be available to the investors from the Deemed Date of Allotment. The actual allotment of Debentures may take place on a date other than the Deemed Date of Allotment. In case if the issue closing date of Debentures is changed (pre-poned/ postponed), the Deemed Date of Allotment of Debentures may also be changed (pre-poned/ postponed) by the Issuer at its sole and absolute discretion.

Disclaimer: Please note that only those persons to whom this General Information Document has been specifically addressed are eligible to apply. However, an application, even if complete in all respects, is liable to be rejected without assigning any reason for the same. The list of documents provided above is only indicative, and an investor is required to provide all those documents / authorizations / information, which are likely to be required by the Issuer. The Issuer may, but is not bound to, revert to any investor for any additional documents / information, and can accept or reject an application as it deems fit. Provisions in respect of investment by investors falling in the categories mentioned above are merely indicative and the Issuer does not warrant that they are permitted to invest as per extant laws, regulations, etc. Each of the above categories of investors is required to check and comply with extant rules/regulations/ guidelines, etc. governing or regulating their investments as applicable to them and the Issuer is not, in any way, directly or indirectly, responsible for any statutory or regulatory breaches by any investor, neither is the Issuer required to check or confirm the same.

5.40 Governing law

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

With exclusive jurisdiction of the courts and tribunals of Delhi in connection with any dispute arising out of or in connection with this Debentures. The Debenture Holders and the Debenture Trustee shall not be prevented from taking proceedings relating to a dispute in any other courts and tribunals with jurisdiction. To the extent allowed by Applicable law, the Debenture Holders and the Debenture Trustee may take concurrent proceedings in any number of jurisdictions.

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SECTION 6: FORM NO. PAS-4

Serial No: _____

Addressed to: (Name of the Debenture Holder(s))

(Pursuant to Section 42 of the Companies Act, 2013 and Rule 14(3) of the Companies (Prospectus and Allotment of Securities) Rules, 2014)

Note: This Form No PAS-4 is prepared in accordance with the Companies (Prospectus and Allotment of Securities) Rules, 2014.

ISSUE UP TO 5,00,000 (FIVE LAKH) SENIOR, SECURED, LISTED, RATED, TAXABLE, TRANSFERABLE, REDEEMABLE, NON-CONVERTIBLE DEBENTURES EACH HAVING A FACE VALUE OF INR 10,000/- (INDIAN RUPEES TEN THOUSAND ONLY) AGGREGATING TO INR 500,00,00,000/- (INDIAN RUPEES FIVE HUNDRED CRORE ONLY) ("NCDS" OR "DEBENTURES") COMPRISING OF:

(A) A BASE ISSUE OF UP TO 3,00,000 (THREE LAKH) SENIOR, SECURED, LISTED, RATED, TAXABLE, TRANSFERABLE, REDEEMABLE, NON-CONVERTIBLE DEBENTURES EACH HAVING A FACE VALUE OF INR 10,000/- (INDIAN RUPEES TEN THOUSAND ONLY) AGGREGATING TO INR 300,00,00,000/- (INDIAN RUPEES THREE HUNDRED CRORE ONLY); AND

(B) A GREEN SHOE OPTION OF UP TO 2,00,000 (TWO LAKH) SENIOR, SECURED, LISTED, RATED, TAXABLE, TRANSFERABLE, REDEEMABLE, NON-CONVERTIBLE DEBENTURES EACH HAVING A FACE VALUE OF INR 10,000/- (INDIAN RUPEES TEN THOUSAND ONLY) AGGREGATING TO INR 200,00,00,000/- (INDIAN RUPEES TWO HUNDRED CRORE ONLY) ("GREEN SHOE OPTION"),

IN DEMATERIALIZED FORM ON A PRIVATE PLACEMENT BASIS ("ISSUE") BY KEERTANA FINSERV LIMITED (FORMERLY KNOWN AS KEERTANA FINSERV PRIVATE LIMITED) (THE "COMPANY" OR "ISSUER").

6.1 General Information:

- (a) Name, address, website, if any, and other contact details of the Company, indicating both registered office and the corporate office:

Issuer / Company: Keertana Finserv Limited (Formerly known as Keertana Finserv Private Limited) (the "Issuer" or "Company" or "Keertana Finserv")

Registered Office: Office No 919, 9th Floor, 4A, Regus Granduer, Abanindra Nath Thakur Sarani, PS Arcadia Central (Camac Street) Park Street Kolkata - 700016, West Bengal, India

Corporate Office: Ramky Selenium Towers, 2nd Floor, Plot No 31 Part & 32, Financial District, Nanakramguda, Hyderabad - 500032.

Telephone No.: +91-40-4878 7000

Website: www.keertanafin.in

Fax: NA

Contact Person: Revan Saahith Reddy V

Email: secretarial@keertana.co

- (b) Date of Incorporation of the Company:

14/02/1996

- (c) Business carried on by the Company and its subsidiaries with the details of branches or

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units, if any;

As more particularly set out in the General Information Document

Branch details:

As more particularly set out in the General Information Document

Subsidiary details:

As more particularly set out in the General Information Document.

(d) Brief particulars of the management of the Company:

Board of Directors of the Company currently consists of 5 (Five) Directors and one Managing Director all management powers are vested with the Board. The details of Board of Directors can be found in point No. (e)

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

Name	Designation	DIN	Age (years)	Address	Director of the Company since	Details of other directorship	Whether willful defaulter (Yes/No)
Padmaja Gangireddy	Managing Director	00004842	58	A Block, Flat No. 208, Jayabheri Ornage County, Nanakramguda, Serilingampally, Gachibowli, Hyderabad, Telangana – 500032	03-11- 2022	1. Abhiram Marketing Services Limited	No
						2. Keertana Finserv Limited	
Vijaya Sivarami Reddy Vendidandi	Director	3169778	62	A Block, Flat No. 208, Jayabheri Ornage County, Nanakramguda Serilingampally, Gachibowli, Hyderabad, Telangana – 500032	02-11- 2022	1. Abhiram Marketing Services Limited	No
						2. Keertana Finserv Limited	
						3. FinS Technologies Limited	
						4. Eternal Trading Private Limited	
						5. Arpita Chit funds Private Limited	
Raghu Venkata Harish	Independent Director	6792543	52	Villa No. 16- 0204, Sri Ram Chipping Woods, Subha Enclave, HSR Layout,	30-03- 2022	1. Keertana financial limited	No
						2. Keertana finserv limited	
						3. Goodbooks	

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				Bangalore South, Karnataka-560102		Capital Advisors Llp	
						4. Toyota Financial Services India Limited	
Mahesh Payannavar	Independent Director	230347	63	Oberoi Enigma Tower A Flat no. 503, LBS marg, Near Johnson and Johnson Factory , Mulund West, Mumbai, Maharashtra 400080	27-02-2023	1. Keertana finserv limited 2. Satya micro housing finance private limited 3. Leela arcades private limited	No
Vara Prasad Chaganti	Independent Director	9425725	44	Flat No 407, Eden B Block, Lodha Casa Pradiso Opp Sanath Nagar Bus Depot, Balanagar, moosapet Hyderabad, Telangana, India -500018	30-03-2022	1. Keertana financial limited 2. Keertana finserv limited 3. Indhan impact financial services private limited	No

6.2 MANAGEMENT PERCEPTION OF RISK FACTORS:

Please refer to Section 3 of the General Information Document.

6.3 RISKS RELATED TO THE BUSINESS OF THE ISSUER

Please refer to Section 3 of the General Information Document.

6.4 Details of defaults, if any, including therein the amount involved, duration of default, and present status, in repayment of:

- (i) Statutory Dues: Nil
- (ii) Debentures and interest thereon: Nil
- (iii) Deposits and interest thereon: Nil
- (iv) Loan from any bank or financial institution and interest thereon: Nil

6.5 Name, designation, address and phone number, email ID of the nodal / compliance officer of the Company, if any, for the private placement offer process:

6.6 Any default in annual filing of the Company under the Companies Act, 2013 or the rules made thereunder:

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NIL

6.7 Particulars of the Offer:

Financial position of the Company for the last 3 (three) financial years	As set out in Chapter A of the General Information Document
Date of passing of Board Resolution	Board resolution dated Sep 05, 2026. A copy of which is attached in Annexure V hereto.
Date of passing of resolution in the general meeting, authorizing the offer of securities	Shareholders resolutions under Section 42 of the Companies Act, 2013 dated July 09, 2025 U/s.180 (1) (a) and 180 (1) (c). A copy of which is attached in Annexure VI hereto
Kind of securities offered (i.e. whether share or debenture) and class of security; the total number of shares or other securities to be issued	Up to 5,00,000 (five lakh) senior, secured, listed, rated, taxable, transferable, redeemable, non-convertible debentures each having a face value of INR 10,000/- (Indian Rupees Ten Thousand Only) aggregating to INR 500,00,00,000/- (Indian Rupees Five Hundred Crore Only) (" NCDs " Or " Debentures ") comprising of: (a) a base issue of up to 3,00,000 (three lakh) senior, secured, listed, rated, taxable, transferable, redeemable, non-convertible debentures each having a face value of INR 10,000/- (Indian Rupees Ten Thousand Only) aggregating to INR 300,00,00,000/- (Indian Rupees Three Hundred Crore Only); and (b) a green shoe option of up to 2,00,000 (two lakh) senior, secured, listed, rated, taxable, transferable, redeemable, non-convertible debentures each having a face value of INR 10,000/- (Indian Rupees Ten Thousand Only) aggregating to INR 200,00,00,000/- (Indian Rupees Two Hundred Crore Only) (" Green Shoe Option ")
Price at which the security is being offered, including premium if any, along with justification of the price	INR 10,000/- (Indian Rupees Ten Thousand Only) per Debenture
Name and address of the valuer who performed valuation of the security offered, and basis on which the price has been arrived at along with report of the registered valuer	Not Applicable.
Relevant date with reference to which the price has been arrived at (Relevant Date means a date at least 30 days prior to the date on which the general meeting of the Company is scheduled to be held)	Not applicable
The class or classes of persons to whom the allotment is proposed to be made	Please refer to ' <i>Eligible Investors</i> ' under Section 5.15 of this Key Information Document.
Intention of promoters, directors or key managerial personnel to subscribe to the offer (applicable in case they intend to subscribe to the offer) [Not required in case of issue of non-convertible debentures]	Not Applicable.

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The proposed time within which the allotment shall be completed	The Debentures will be deemed to be allotted on September 16, 2026 (“ Deemed Date of Allotment ”), and the Company will ensure that the Debentures are credited into the demat accounts of the holders of the Debentures (“ Debenture Holders ”) within 1 (One) Business Day from the Deemed Date of Allotment, each in accordance with the debenture trust deed (“ Debenture Trust Deed ”) to be entered into between the Company and the debenture trustee (“ Debenture Trustee ”). In any case, the period within which the Debentures will be allotted will not exceed the maximum period of 60 (Sixty) days from the date of receipt of application money, as prescribed under the Companies Act, 2013.						
The names of the proposed allottees and the percentage of post private placement capital that may be held by them [Not applicable in case of issue of non-convertible debentures]	Not Applicable.						
The change in control, if any, in the company that would occur consequent to the private placement	Not Applicable						
The number of persons to whom allotment on preferential basis / private placement / rights issue has already been made in terms of securities as well as price	Date of Allotment	Nature of Allotment	Type of Instrument	No. of Allottees	Face Value (INR)	Premium (INR)	Remarks
	13-02-2026	Rights Issue	Equity	11	10	115	NA
	25-11-2025	Rights Issue	Equity	14	10	115	NA
	23-07-2025	Rights Issue	Equity	12	10	70	NA
	26-03-2025	Rights Issue	Equity	6	10	70	NA
	25-06-2024	Rights Issue	Equity	13	10	50	NA
	14-02-2024	Rights Issue	Equity	12	10	30	NA
	21-10-2023	Rights Issue	Equity	11	10	30	NA
	30-06-2023	Rights Issue	Equity	9	10	20	NA
	09-11-2022	Rights Issue	Equity	3	10	20	NA
	07-09-2022	Rights issue	Equity	4	10	20	NA
	The justification for the allotment proposed to be made for consideration other than cash together with valuation report of the registered valuer	Not applicable					
Amount, which the Company intends to raise by way of proposed offer of securities	Up to 5,00,000 (five lakh) senior, secured, listed, rated, taxable, transferable, redeemable, non-convertible debentures each having a face value of INR 10,000/- (Indian Rupees Ten Thousand Only) aggregating to INR 500,00,00,000/- (Indian Rupees Five Hundred Crore Only) (“ NCDs ” Or “ Debentures ”) comprising of: (a) a base issue of up to 3,00,000 (three lakh) senior, secured, listed, rated, taxable,						

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	transferable, redeemable, non-convertible debentures each having a face value of INR 10,000/- (Indian Rupees Ten Thousand Only) aggregating to INR 300,00,00,000/- (Indian Rupees Three Hundred Crore Only); and (b) a green shoe option of up to 2,00,000 (two lakh) senior, secured, listed, rated, taxable, transferable, redeemable, non-convertible debentures each having a face value of INR 10,000/- (Indian Rupees Ten Thousand Only) aggregating to INR 200,00,00,000/- (Indian Rupees Two Hundred Crore Only) (" Green Shoe Option ")	
Terms of raising of securities:	Duration, if applicable:	27 (twenty seven) months from the Deemed Date of Allotment. The proposed interest payment and redemption schedules are set out in Annexure IV of this Key Information Document.
	Rate of Interest or Coupon:	Fixed coupon at 11.70% (Eleven decimal seven zero per cent) per annum and per month. Please refer to the row titled 'Coupon Rate' in Section 3.33 (<i>Issue Details</i>) of the General Information Document.
	Mode of Payment	Electronic clearing services (ECS)/credit through RTGS system/ direct credit or national electronic fund transfer (NEFT) or or Immediate Payment Service (IMPS). Wherein the subscription amounts on the Debentures issued by the Issuer should be paid into the account details set out in Section 8.23 of the General Information Document.
	Mode of Repayment	cheque(s) / electronic clearing services (ECS)/credit through RTGS system/funds transfer
Proposed time schedule for which the Issue/Offer Letter is valid	Issue Open Date: September 15, 2026 Issue Closing Date: September 15, 2026 Pay-in Date: September 16, 2026 Deemed Date of Allotment: September 16, 2026	
Purpose and objects of the Issue/Offer	Please refer to section named " <i>Utilization of the Issue Proceeds</i> " in Section 3.33 (<i>Issue Details</i>) of this Key Information Document.	
Contribution being made by the promoters or directors either as part of the offer or separately in furtherance of such objects	NIL	
Principal terms of assets charged as security, if applicable	Please refer to section named " <i>Security (Including description, type of security, type of charge, likely date of creation of security, minimum security cover, revaluation, replacement of security)</i> " in Section 3.33 (<i>Issue Details</i>) of this Key Information Document.	
The details of significant and material orders passed by the Regulators, Courts and Tribunals impacting the going concern status of the Company and its future operations	NIL	
The pre-issue and post-issue shareholding pattern of the Company in the following format		

Sr. No	Category	Pre- Issue		Post Issue	
		No. of shares Held	% of shareholding	No. of shares Held	% of shareholding
A	Promoters Holding				
1	Indian	--	--	--	--
	Individual	14,44,21,207	99.40%	14,44,21,207	99.40%

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2	Bodies Corporate	--	--	--	--
	Sub Total	14,44,21,207	99.40%	14,44,21,207	99.40%
3	Foreign Promoters	--	--	--	--
		14,44,21,207	99.40%	14,44,21,207	99.40%
B	Non-Promoters Holding				
1	Institutional Investors	--	--	--	--
2	Non- Institution Investors	--	--	--	--
3	Private Corporate Bodies	--	--	--	--
4	Directors and Relatives	1,13,928	0.08%	1,13,928	0.08%
5	Indian Public	7,55,347	0.52%	7,55,347	0.52%
6	Others (including NRIs).	--	--	-	-
	Sub Total(B)	--	--	-	-
	GRAND TOTAL	14,52,90,482	100.00%	14,52,90,482	100%

6.8 Financial Position of the Company:

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

The authorized, issued, subscribed and paid up capital (number of securities, description and aggregate nominal value)	Share Capital as on 31.03.2026		Amount (INR) (Lakhs)
	Authorised		20,000.00
	Equity Share Capital		20,000.00
	Preference		0.00
	TOTAL		20,000.00
	Issued, Subscribed and Paid-up Share Capital		
	Equity Shares		14,52,90,482
	Preference Shares		0.00
	TOTAL		14,52,90,482
Size of the Present Offer	Up to 5,00,000 (five lakh) senior, secured, listed, rated, taxable, transferable, redeemable, non-convertible debentures each having a face value of INR 10,000/- (Indian Rupees Ten Thousand Only) aggregating to INR 500,00,00,000/- (Indian Rupees Five Hundred Crore Only) (" NCDs " Or " Debentures ") comprising of: (a) a base issue of up to 3,00,000 (three lakh) senior, secured, listed, rated, taxable, transferable, redeemable, non-convertible debentures each having a face value of INR 10,000/- (Indian Rupees Ten Thousand Only) aggregating to INR 300,00,00,000/- (Indian Rupees Three Hundred Crore Only); and (b) a green shoe option of up to 2,00,000 (two lakh) senior, secured, listed, rated, taxable, transferable, redeemable, non-convertible debentures each having a face value of INR 10,000/- (Indian Rupees Ten Thousand Only) aggregating to INR 200,00,00,000/- (Indian Rupees Two Hundred Crore Only) (" Green Shoe Option ")		
Paid-up Capital: a. After the offer: b. After the conversion of convertible instruments (if applicable)	Not applicable as each Debenture is a non-convertible debt instrument which is being issued at face value.		

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Share Premium Account:		Rs. 500.16 Crs							
a. Before the offer:		Rs. 500.16 Crs							
b. After the offer:									
Details of the existing share capital of the Issuer in a tabular form, indicating therein with regard to each allotment, the date of allotment, the number of shares allotted, the face value of the shares allotted, the price and the form of consideration:									
Sl. no	Month of infusion	Name of the Investor	Type of shares	Date of Allotment	Number of Shares Issued (a)	Face Value per Share - Rs (b)	Premium per share – Rs (c)	Price Per Share – Rs [d = b + c]	Value – Rs in Crs [a x d]
1	Apr-22	Vijaya Sivarami Reddy Vendidandi	Equity	09-04-2022	4,40,04,525	10	12.1	22.1	97,25,00,003
2	Apr-22	Yanumula Koteswaramma	Equity	28-04-2022	1,00,000	10	12.1	22.1	22,10,000
		Pranjal Thakker	Equity	28-04-2022	1,00,000	10	12.1	22.1	22,10,000
		Chagamreddy Sri Ram Charan Reddy	Equity	28-04-2022	23,000	10	12.1	22.1	5,08,300
		Veena Ventrapragada	Equity	28-04-2022	23,000	10	12.1	22.1	5,08,300
		Padmaja Gangireddy	Equity	28-04-2022	47,96,979	10	12.1	22.1	10,60,13,236
		Vidya Sagar Bhogi	Equity	28-04-2022	35,000	10	12.1	22.1	7,73,500
		Nagari Raju	Equity	28-04-2022	32,000	10	12.1	22.1	7,07,200
		S. Raghu Vinay	Equity	28-04-2022	22,000	10	12.1	22.1	4,86,200
		Venkateswarlu R	Equity	28-04-2022	19,005	10	12.1	22.1	4,20,011
		Challagulla Srinivasa Rao	Equity	28-04-2022	14,000	10	12.1	22.1	3,09,400
		Thoram Naga Manindra	Equity	28-04-2022	15,000	10	12.1	22.1	3,31,500
		Deeti Sanjeev	Equity	28-04-2022	10,000	10	12.1	22.1	2,21,000
		Srinivasarao Manda	Equity	28-04-2022	10,000	10	12.1	22.1	2,21,000
		Battala Raghu Ramudu	Equity	28-04-2022	9,600	10	12.1	22.1	2,12,160
		Ankireddy Venkatesh	Equity	28-04-2022	5,000	10	12.1	22.1	1,10,500
		Singareni Dinesh	Equity	28-04-2022	3,650	10	12.1	22.1	80,665
		Manjunatha. R	Equity	28-04-2022	10,000	10	12.1	22.1	2,21,000
		K. Raiesh	Equity	28-04-	5,000	10	12.1	22.1	1,10,500

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				2022					
		Bhimavarapu Anoop Kumar	Equity	28-04-2022	4,600	10	12.1	22.1	1,01,660
		Kasireddy Srinath Reddy	Equity	28-04-2022	4,600	10	12.1	22.1	1,01,660
		D. Kranthi Kumar	Equity	28-04-2022	4,600	10	12.1	22.1	1,01,660
		K. Veera Durga Prasad	Equity	28-04-2022	5,000	10	12.1	22.1	1,10,500
		Palepogu Yogeswara Rao	Equity	28-04-2022	2,500	10	12.1	22.1	55,250
		Adp Prashanth	Equity	28-04-2022	2,400	10	12.1	22.1	53,040
		Prathipati Suresh	Equity	28-04-2022	2,500	10	12.1	22.1	55,250
		G. Jagadeesh	Equity	28-04-2022	2,300	10	12.1	22.1	50,830
		Thimmesh	Equity	28-04-2022	2,300	10	12.1	22.1	50,830
		Liyaqath Ulla	Equity	28-04-2022	2,300	10	12.1	22.1	50,830
		Elangovan Thalamuthu	Equity	28-04-2022	2,300	10	12.1	22.1	50,830
		Kokkiligadda Pradeep	Equity	28-04-2022	4,600	10	12.1	22.1	1,01,660
		B Chalapathi	Equity	28-04-2022	2,400	10	12.1	22.1	53,040
		Devathi Venkata Sasikanth	Equity	28-04-2022	2,400	10	12.1	22.1	53,040
		Chennupati Nageswara Rao	Equity	28-04-2022	55,500	10	12.1	22.1	12,26,550
		G. Dilip Kumar	Equity	28-04-2022	40,000	10	12.1	22.1	8,84,000
		Nitin Kumar Dalmia	Equity	28-04-2022	45,250	10	12.1	22.1	10,00,025
		R. Anusha	Equity	28-04-2022	5,000	10	12.1	22.1	1,10,500
3	Sep-22	Vijaya Sivarami Reddy Vendidandi	Equity	07-09-2022	36,00,000	10	20	30	10,80,00,000
		Chagamreddy Sri Ram Charan Reddy	Equity	07-09-2022	1,656	10	20	30	49,680
		K. Rajesh	Equity	07-09-2022	360	10	20	30	10,800
		Veena Ventrapragada	Equity	07-09-2022	33,333	10	20	30	9,99,990
4	Nov-22	Vijaya Sivarami Reddy Vendidandi	Equity	09-11-2022	77,17,771	10	20	30	23,15,33,130
		Padmaja Gangireddy	Equity	09-11-2022	19,59,144	10	20	30	5,87,74,320
		Revan Saahith	Equity	09-11-	3,23,085	10	20	30	96,92,550

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		Reddy Vendidandi		2022					
5	Jun-23	Vijaya Sivarami Reddy Vendidandi	Equity	30-06-2023	97,00,663	10	20	30	29,10,19,890
		Chagamreddy Sri Ram Charan Reddy	Equity	30-06-2023	1,666	10	20	30	49,980
		Veena Ventrapragada	Equity	30-06-2023	11,095	10	20	30	3,32,850
		Padmaja Gangireddy	Equity	30-06-2023	29,37,336	10	20	30	8,81,20,080
		Nagari Raju	Equity	30-06-2023	6,303	10	20	30	1,89,090
		Challagulla Srinivasa Rao	Equity	30-06-2023	975	10	20	30	29,250
		K. Rajesh	Equity	30-06-2023	1,056	10	20	30	31,680
		Kasireddy Srinath Reddy	Equity	30-06-2023	906	10	20	30	27,180
		Rudrapati Skylab	Equity	30-06-2023	6,667	10	20	30	2,00,010
6	Oct-23	Vijaya Sivarami Reddy Vendidandi	Equity	21-10-2023	76,00,000	10	30	40	30,40,00,000
		Padmaja Gangireddy	Equity	21-10-2023	23,91,006	10	30	40	9,56,40,240
		Nagari Raju	Equity	21-10-2023	4,157	10	30	40	1,66,280
		Rudrapati Skylab	Equity	21-10-2023	866	10	30	40	34,640
		K. Rajesh	Equity	21-10-2023	696	10	30	40	27,840
		K. Veera Durga Prasad	Equity	21-10-2023	650	10	30	40	26,000
		Challagulla Srinivasa Rao	Equity	21-10-2023	643	10	30	40	25,720
		Kasireddy Srinath Reddy	Equity	21-10-2023	598	10	30	40	23,920
		Kokkiligadda Pradeep	Equity	21-10-2023	598	10	30	40	23,920
		Singareni Dinesh	Equity	21-10-2023	474	10	30	40	18,960
		Adp Prashanth	Equity	21-10-2023	312	10	30	40	12,480
7	Feb-24	Vijaya Sivarami Reddy Vendidandi	Equity	15-02-2024	1,37,74,538	10	30	40	55,09,81,520
		Chagamreddy Sri Ram Charan Reddy	Equity	15-02-2024	1,250	10	30	40	50,000
		Padmaja Gangireddy	Equity	15-02-2024	35,74,353	10	30	40	14,29,74,120

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		Nagari Raju	Equity	15-02-2024	7,275	10	30	40	2,91,000
		Challagulla Srinivasa Rao	Equity	15-02-2024	1,125	10	30	40	45,000
		Singareni Dinesh	Equity	15-02-2024	830	10	30	40	33,200
		K. Rajesh	Equity	15-02-2024	1,218	10	30	40	48,720
		Kasireddy Srinath Reddy	Equity	15-02-2024	1,046	10	30	40	41,840
		K. Veera Durga Prasad	Equity	15-02-2024	1,137	10	30	40	45,480
		Adp Prashanth	Equity	15-02-2024	546	10	30	40	21,840
		Rudrapati Skylab	Equity	15-02-2024	1,516	10	30	40	60,640
		Bhaskar Roy	Equity	15-02-2024	2,012	10	30	40	80,480
8	Jun-24	Vijaya Sivarami Reddy Vendidandi	Equity	25-06-2024	1,10,00,000	10	50	60	66,00,00,000
		Veena Ventrapragada	Equity	25-06-2024	33,334	10	50	60	20,00,040
		Padmaja Gangireddy	Equity	25-06-2024	52,40,894	10	50	60	31,44,53,640
		Revan Saahith Reddy	Equity	25-06-2024	3,77,448	10	50	60	2,26,46,880
		Nagari Raju	Equity	25-06-2024	6,937	10	50	60	4,16,220
		Challagulla Srinivasa Rao	Equity	25-06-2024	1,073	10	50	60	64,380
		Singareni Dinesh	Equity	25-06-2024	791	10	50	60	47,460
		K. Rajesh	Equity	25-06-2024	1,162	10	50	60	69,720
		Kasireddy Srinath Reddy	Equity	25-06-2024	997	10	50	60	59,820
		K. Veera Durga Prasad	Equity	25-06-2024	1,084	10	50	60	65,040
		Adp Prashanth	Equity	25-06-2024	520	10	50	60	31,200
		Kokkiligadda Pradeep	Equity	25-06-2024	830	10	50	60	49,800
		Dr. G. Venkateswara Reddy	Equity	25-06-2024	1,597	10	50	60	95,820
9	Mar-25	Vijaya Sivarami Reddy Vendidandi	Equity	26-03-2025	47,82,275	10	70	80	38,25,82,000
		Padmaja Gangireddy	Equity	26-03-2025	13,99,100	10	70	80	11,19,28,000
		Revan Saahith Reddy	Equity	26-03-2025	1,44,239	10	70	80	1,15,39,120
		Singareni Dinesh	Equity	26-03-2025	302	10	70	80	24,160

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		Kokkiligadda Pradeep	Equity	26-03-2025	317	10	70	80	25,360
		Dr. G. Venkateswara Reddy	Equity	26-03-2025	610	10	70	80	48,800
10	Jul-25	Vijaya Sivarami Reddy Vendidandi	Equity	23-07-2025	47,82,275	10	70	80	38,25,82,000.00
		Padmaja Gangireddy	Equity	23-07-2025	14,00,200	10	70	80	11,20,16,000.00
		Revan Saahith Reddy	Equity	23-07-2025	1,44,239	10	70	80	1,15,39,120.00
		Nagari Raju	Equity	23-07-2025	2,518	10	70	80	2,01,440.00
		G. Venkateswara Reddy	Equity	23-07-2025	610	10	70	80	48,800.00
		Siva Kumar Reddy Bareddy	Equity	23-07-2025	10,000	10	70	80	8,00,000.00
		Muhammad Ali K M	Equity	23-07-2025	10,000	10	70	80	8,00,000.00
		Rajendra Kavikondala	Equity	23-07-2025	10,000	10	70	80	8,00,000.00
		Singareni Dinesh	Equity	23-07-2025	1,757	10	70	80	1,40,560.00
		Kokkiligadda Pradeep	Equity	23-07-2025	317	10	70	80	25,360.00
		Chirala Brahmananda Reddy	Equity	23-07-2025	2500	10	70	80	2,00,000.00
		Manam Srinivasarao	Equity	23-07-2025	2500	10	70	80	2,00,000.00
11	Nov-25	Vijaya Sivarami Reddy Vendidandi	Equity	25-11-2025	63,02,001	10	115	125	78,77,50,125.00
		Padmaja Gangireddy	Equity	25-11-2025	18,45,159	10	115	125	23,06,44,875.00
		Revan Saahith Reddy	Equity	25-11-2025	1,90,075	10	115	125	2,37,59,375.00
		Singareni Dinesh	Equity	25-11-2025	488	10	115	125	61,000.00
		K. Rajesh	Equity	25-11-2025	263	10	115	125	32,875.00
		Adp Prashanth	Equity	25-11-2025	236	10	115	125	29,500.00
		Kokkiligadda Pradeep	Equity	25-11-2025	3,616	10	115	125	4,52,000.00
		Dr. G. Venkateswara Reddy	Equity	25-11-2025	801	10	115	125	1,00,125.00
		Chirala Brahmananda Reddy	Equity	25-11-2025	156	10	115	125	19,500.00
		Manam Srinivasarao	Equity	25-11-2025	156	10	115	125	19,500.00
		Siva Kumar Reddy Bareddy	Equity	25-11-2025	625	10	115	125	78,125.00

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		Srimukhi Kanjala	Equity	25-11-2025	4,000	10	115	125	5,00,000.00
		Sai Dilip Grandhi	Equity	25-11-2025	8,000	10	115	125	10,00,000.00
		Prasanna Kakarla	Equity	25-11-2025	1,000	10	115	125	1,25,000.00
1 2	Feb 26	Vijaya Sivarami Reddy Vendidandi	Equity	13-02-2026	2428652	10	115	125	303,581,500.00
		Padmaja Gangireddy	Equity	13-02-2026	711,083	10	115	125	88,885,375.00
		Revan Saahith Reddy	Equity	13-02-2026	73,252	10	115	125	9,156,500.00
		Singareni Dinesh	Equity	13-02-2026	188	10	115	125	23,500.00
		Kokkiligadda Pradeep	Equity	13-02-2026	234	10	115	125	29,250.00
		Dr. G. Venkateswara Reddy	Equity	13-02-2026	310	10	115	125	38,750.00
		Chirala Brahmananda Reddy	Equity	13-02-2026	60	10	115	125	7,500.00
		Manam Srinivasarao	Equity	13-02-2026	60	10	115	125	7,500.00
		Siva Kumar Reddy Bareddy	Equity	13-02-2026	12,241	10	115	125	1,530,125.00
		Sai Dilip Grandhi	Equity	13-02-2026	182	10	115	125	22,750.00
		Veena Ventrapragada	Equity	13-02-2026	2,417	10	115	125	302,125.00
			Total number of shares issued		14,40,42,852				
			As on 31st jun 2022 post acquisition		12,47,630				
			Total number of shares outstanding as at March 31,2026		14,52,90,482				
The number and price at which each of allotments were made by the Company in the last 1 (one) year preceding the date of this placement offer cum application			NIL						

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letter separately indicating the allotments made for consideration other than cash and details of the consideration in each case.													
Profits of the Company, before and after making provision for tax, for the 3 (three) financial years immediately preceding the date of circulation of this private placement offer cum application letter. (as per the standalone financials)	(INR in Crores) <table><tr><th>Year</th><th>Fiscal FY 25-26</th><th>Fiscal FY 24-25</th><th>Fiscal FY 23-24</th></tr><tr><td>Profit before tax</td><td>101.24</td><td>81.74</td><td>89.25</td></tr><tr><td>Profit after tax</td><td>77.03</td><td>65.86</td><td>71.59</td></tr></table>	Year	Fiscal FY 25-26	Fiscal FY 24-25	Fiscal FY 23-24	Profit before tax	101.24	81.74	89.25	Profit after tax	77.03	65.86	71.59
Year	Fiscal FY 25-26	Fiscal FY 24-25	Fiscal FY 23-24										
Profit before tax	101.24	81.74	89.25										
Profit after tax	77.03	65.86	71.59										
Dividends declared by the Company in respect of the said 3 (three) financial years; interest coverage ratio for last three years (cash profit after tax plus interest paid/interest paid) (as per the standalone financials)	<table><tr><th>Year</th><th>Fiscal FY 25-26</th><th>Fiscal FY 24-25</th><th>Fiscal FY 23-24</th></tr><tr><td>Dividend Declared</td><td>-</td><td>-</td><td>-</td></tr><tr><td>Interest Coverage Ratio</td><td>1.33</td><td>1.35</td><td>1.73</td></tr></table>	Year	Fiscal FY 25-26	Fiscal FY 24-25	Fiscal FY 23-24	Dividend Declared	-	-	-	Interest Coverage Ratio	1.33	1.35	1.73
Year	Fiscal FY 25-26	Fiscal FY 24-25	Fiscal FY 23-24										
Dividend Declared	-	-	-										
Interest Coverage Ratio	1.33	1.35	1.73										
A summary of the financial position of the Company as in the 3 (three) audited balance sheets immediately preceding the date of circulation of this private placement offer cum application letter	As set out in CHAPTER A of the General Information Document and the FY 25-26 audited standalone and consolidated financials forming part of this document												
Audited Cash Flow Statement for the 3 (three) years immediately preceding the date of circulation of this private placement offer cum application letter	As set out in CHAPTER B of the General Information Document and the FY 25-26 audited standalone and consolidated financials forming part of this document												
Any change in accounting policies during the last 3 (three) years and their effect on the profits and the reserves of the Company	There has been no change in accounting policies during the last 3 years												

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PART B

**FORM NO PAS-4
PRIVATE PLACEMENT OFFER LETTER
(To be filled by the applicant)**

SN	Particulars		
1	Name	[•]	[•]
2	Father's Name	[•]	[•]
3	Complete Address (including Flat/ House Number, Street, Locality, Pin Code)	[•]	[•]
4	Phone Number, if any	[•]	[•]
5	Email ID, if any	[•]	[•]
6	PAN Number	[•]	[•]
7	Bank Account Details	[•]	[•]
8	Number of Non- Convertible Debentures subscribed	[•]	[•]
9	Total value of Non- Convertible Debentures subscribed	[•]	[•]
10	Tick whichever is applicable: - (a) The applicant is not required to obtain Government approval under the Foreign Exchange Management (Non-debt Instruments) Rules, 2019 prior to subscription of shares. (b) The applicant is required to obtain Government approval under the Foreign Exchange Management (Non-debt Instruments) Rules, 2019 prior to subscription of shares and the same has been obtained, and is enclosed herewith	[•] [•]	[•] [•]

Signature of the Subscriber

DECLARATION (To be provided by the Directors)

- A. The Company has complied with the provisions of the Companies Act, 2013 and the rules made hereunder;
- B. The compliance with the Companies Act, 2013 and the rules made thereunder do not imply that payment of dividend or interest or repayment of preference shares or debentures, if applicable, is guaranteed by the Central Government; and
- C. The monies received under the offer shall be used only for the purposes and objects indicated in this Key Information Document.

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

I am authorized by the Board of Directors of the Issuer vide resolution dated Sep 05, 2026 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 **KEERTANA FINSERV LIMITED**
(Formerly known as KEERTANA FINSERV PRIVATE LIMITED)

Authorised Signatory
Name: Revan Saahith Reddy Vendidandi
Title: Chief Financial Officer
Date: 15th Sep, 2026

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

SECTION 7: DECLARATION BY THE DIRECTORS

The Company and the persons authorised by the Company, confirm and attest that:

- A. the Issuer is in compliance with and nothing in the issue document is contrary to the provisions of Securities Contracts (Regulation) Act, 1956 (42 of 1956), and the Securities and Exchange Board of India Act, 1992 (15 of 1992), Companies Act, 2013 (18 of 2013) and the rules and regulations made thereunder;
- B. the compliance with the Companies Act, 2013 and the rules does not imply that payment of dividend or interest or repayment of non-convertible securities, if applicable, is guaranteed by the Central Government;
- C. the monies received under the Issue shall be used only for the purposes and objects indicated in this Key Information Document; and
- D. 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 the Articles of Association.
- E. It is hereby declared that this Key Information Document contains full disclosures in accordance with the SEBI NCS Regulations, as amended from time to time, the LODR Regulations, as amended from time to time and the Companies Act and the rules made thereunder.
- F. The Issuer undertakes and confirms that this Key Information Document does not omit disclosure of any material fact which may make the statements made therein, in light of the circumstances under which they are made, misleading. The Key Information Document also does not contain any false or misleading statement.
- G. The following shall be the authorised persons in case the issuer is a body corporate:
 - (i) executive Chairperson and compliance officer; or
 - (ii) Managing Director or Chief Executive Officer and compliance officer; or
 - (iii) Chief Financial Officer and compliance officer; or
 - (iv) whole-time director and compliance officer; or
 - (v) any two key managerial personnel.
- H. they are duly authorised to attest as per this clause 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.
- I. 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;
- J. The Issuer accepts no responsibility for the statements made otherwise than in this Key Information Document or in 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 his own risk.

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.

Confidentiality

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

The information and data contained herein is submitted to each recipient of this Key Information Document on a strictly private and confidential basis. By accepting a copy of this Key Information Document, each recipient agrees that neither it nor any of its employees or advisors will use the information contained herein for any purpose other than evaluating the specific transactions described herein or will divulge to any other party any such information.

We are authorized by the Board of Directors of the Company vide resolution dated Sep 05, 2026 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 Key Information Document and matters incidental thereto have been complied with.

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

For KEERTANA FINSERV LIMITED
(Formerly known as KEERTANA FINSERV PRIVATE LIMITED)

Authorised Signatory
Name: Padmaja Gangireddy
Title: Managing Director
Date: 15th Sep, 2026

Authorised Signatory
Name: Vijaya Sivarami Reddy Vendidandi
Title: Director
Date: 15th Sep, 2026

Authorised Signatory
Name: Revan Saahith Reddy Vendidandi
Title: Chief Financial Officer
Date: 15th Sep, 2026

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



Annexure A. Details of the rated instrument					
Instruments	Listing status	Regulated By	Scale	Amt. (Rs. Cr)	Rating Assigned (Outlook) Rating Action
Proposed Non Convertible Debentures	Proposed to be Listed	SEBI	Long-term	300.00	ACUITE A- (Stable) Assigned
Total Quantum Rated				300.00	-

grievance / dispute redressal mechanisms and investor protection mechanisms provided by SEBI shall not be available.

List of instruments and names of regulators of the instruments

As required by SEBI Circular (SEBI/HO/DDHS/DDHS-PoD-2/I/4685/2026) dated February 10, 2026, a list of activities or instruments falling under the purview of various Financial Sector Regulators (FSRs), along with the names of respective FSRs, is being disclosed below:

A. Rating Activity

Sr. No.	Instrument / activity Name	Regulator of the instrument
1	Listed/Proposed to be listed Bonds/Debentures/Preference Shares (all securities)	SEBI
2	Unlisted/Proposed to be unlisted Bonds/Debentures/ Preference share (all securities)	MCA
3	Listed PTCs / Securitisation Notes (originated by entities regulated by RBI)	RBI
4	Listed PTCs / Securitisation Notes (originated by entities not regulated by RBI)	SEBI
5	Unlisted PTCs / Securitisation Notes (originated by entities regulated by RBI)	RBI
6	Listed Commercial Paper and NCDs with original maturity less than 1 year	RBI
7	Unlisted Commercial Paper and NCDs with original maturity less than 1 year	RBI
8	Loan Facilities (Fund/Non-Fund Based) from Bank / NBFCs/ NHB/ FIs	RBI
9	External Commercial Borrowings and other similar borrowings	RBI
10	Certificates of Deposit	RBI
11a	Fixed Deposits raised by NBFCs, HFCs, FIs	RBI
11b	Fixed Deposits raised by Banks	+
12	Fixed Deposits raised by corporates other than NBFCs, Banks, HFCs, FIs	MCA
13	Inter Corporate Deposits/Loans extended by Corporates	MCA
14	Borrowing Programme	-
15	Issuer Ratings	-

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



Rating Letter - Intimation of Rating Action

Letter Issued on : August 12, 2026
Letter Expires on : May 23, 2027
Annual Fee valid till : May 23, 2027

Scan this QR Code to
verify authenticity of this
rating



KEERTANA FINSERV LIMITED (ERSTWHILE KEERTANA FINSERV PRIVATE LIMITED)
2, PLOT 31 & 32,
RAMKY SILENIUM TOWERS, NANAKRAMGUDA MAIN ROAD, FINANCIAL
DISTRICT, RANGAREDDY,
Hyderabad 500032
Telangana

Kind Attn.: Mr. GRANDHI SAI DILIP, ASSOCIATE VICE PRESIDENT FINANCE (Tel. No.9912551649)

Sir / Madam,

Sub.: Rating(s) Assigned - Debt Instruments of KEERTANA FINSERV LIMITED (ERSTWHILE KEERTANA FINSERV PRIVATE LIMITED)

Please note that the current rating(s) and outlook, instrument details, and latest rating action for the aforementioned instrument are as under:

Product	Quantum (Rs. Cr) (SEBI)	Long Term Rating	Short Term Rating	Regulated By
Non Convertible Debentures (NCD)	300.00	ACUITE A- Stable Assigned	-	SEBI
Total Outstanding Quantum (Rs. Cr)	300.00	-	-	-

grievance / dispute redressal mechanisms and investor protection mechanisms provided by SEBI shall not be available.

reserves the right to revise the rating(s), along with the outlook, at any time, on the basis of new information, or other circumstances which believes may have an impact on the rating (s). Such revisions, if any, would be appropriately disseminated by as required under prevailing SEBI guidelines and s policies.

This letter will expire on **May 23, 2027** or on the day when takes the next rating action, whichever is earlier. It may be noted that the rating(s) is subject to change anytime even before the expiry date of this letter. Hence lenders / investors are advised to visit <https://www.acuite.in/> OR scan the QR code given above to confirm the current outstanding rating(s).

will re-issue this rating letter on **May 24, 2027** subject to receipt of surveillance fee as applicable. If the rating(s) is reviewed before **May 23, 2027**, will issue a new rating letter.

Please note that under extant SEBI regulations and as per the terms of the rating agreement, once a rating is accepted and outstanding, the issuer is required to promptly furnish the No Default Statement on the first working day of every month.

Sd/-
Chief Rating Officer

This is a system generated document. No signature is required.

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8/13/26, 11:08 AM

Press Release

⁴ There is no instrument being rated and hence, Regulator of the Instrument is not applicable. The rating scale and definitions are being followed as stipulated in SEBI Master Circular for CRAs.

⁵ These ratings were assigned during regulatory regime prior to the introduction of SEBI CRA Circular dated Feb 10, 2026 and accordingly, investor side regulators have been included.

⁶ By virtue of the instrument being listed, SEBI acts as the regulator for listing and related issues.

⁷ To be finalized following a discussion with the regulatory authorities.

B. Other activities:

Sr. No.	Activity Name	Regulator of the activity
1	Monitoring Agency	SEBI
2	Research activities, incidental to rating, such as research for Economy, Industries and Companies ⁸	Not applicable

⁸ permitted by SEBI vide SEBI Master Circular for CRAs.

Disclosure on instruments / activities and names of regulators:

A list of products/activities or ratings of instruments falling under the purview of various financial sector regulators (FSRs) along with the names of respective FSRs has also been duly disclosed by Acuite on its website. A link to the same has been provided below for ready reference:

<https://acuite.in/Activities-and-Regulators.html>

About Acuité Ratings & Research

Acuité is a full-service Credit Rating Agency registered with the Securities & Exchange Board of India (SEBI). The company received RBI Accreditation as an External Credit Assessment Institution (ECAI) for Bank Loan Ratings under BASEL-II norms in the year 2012. Acuité has assigned ratings to various securities, debt instruments and bank facilities of entities spread across the country and across a wide cross section of industries. It has its Registered and Head Office in Kanjurmarg, Mumbai.

Disclaimer: An Acuité rating does not constitute an audit of the rated entity and should not be treated as a recommendation or opinion that is intended to substitute for a financial adviser's or investor's independent assessment of whether to buy, sell or hold any security. Ratings assigned by Acuité are based on the data and information provided by the issuer and obtained from other reliable sources. Although reasonable care has been taken to ensure that the data and information is true, Acuité, in particular, makes no representation or warranty, expressed or implied with respect to the adequacy, accuracy or completeness of the information relied upon. Acuité is not responsible for any errors or omissions and especially states that it has no financial liability whatsoever for any direct, indirect or consequential loss of any kind, arising from the use of its ratings. Ratings assigned by Acuité are subject to a process of surveillance which may lead to a revision in ratings as and when the circumstances so warrant. Please visit our website (www.acuite.in) for the latest information on any instrument rated by Acuité. Please visit <https://www.acuite.in/faqs.htm> to refer FAQs on Credit Rating.

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8/13/26, 11:08 AM

Press Release

Contacts

Mohit Jain Chief Analytical Officer - Rating Operations Nivedita Gokul Analyst - Rating Operations	Contact details exclusively for investors and lenders Mob: +91 8591310146 Email ID: analyticalsupport@acuute.in
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List of instruments and names of regulators of the instruments

As required by SEBI Circular (SEBI/HO/DDHS/DDHS-PoD-2/I/4685/2026) dated February 10, 2026, a list of activities or instruments falling under the purview of various Financial Sector Regulators (FSRs), along with the names of respective FSRs, is being disclosed below:

A. Rating Activity:

Sr. No.	Instrument / activity Name	Regulator of the instrument
1	Listed/Proposed to be listed Bonds/Debentures/Preference Shares (all securities)	SEBI
2	Unlisted/Proposed to be unlisted Bonds/Debentures/ Preference share (all securities)	MCA
3	Listed PTCs / Securitisation Notes (originated by entities regulated by RBI) ^{1 6}	RBI
4	Listed PTCs / Securitisation Notes (originated by entities not regulated by RBI) ¹	SEBI
5	Unlisted PTCs / Securitisation Notes (originated by entities regulated by RBI) ¹	RBI
6	Listed Commercial Paper and NCDs with original maturity less than 1 year	RBI
7	Unlisted Commercial Paper and NCDs with original maturity less than 1 year	RBI
8	Loan Facilities (Fund/Non-Fund Based) from Bank / NBFCs/ NHB/ FIs ²	RBI
9	External Commercial Borrowings and other similar borrowings	RBI
10	Certificates of Deposit	RBI
11 a	Fixed Deposits raised by NBFCs, HFCs, FIs	RBI
11 b	Fixed Deposits raised by Banks	7
12	Fixed Deposits raised by corporates other than NBFCs, Banks, HFCs, FIs	MCA
13	Inter Corporate Deposits/Loans extended by Corporates	MCA
14	Borrowing programme ³	-
15	Issuer Ratings ⁴	-
16	Credit Ratings for Capital Protection Oriented Schemes (by Mutual Funds and AIFs)	SEBI
17	Credit quality ratings (CQRs) for Mutual Fund Schemes and Schemes of AIFs	SEBI
18	Listed Security Receipts ⁶	RBI
19	Unlisted Security Receipts	RBI
20	Independent Credit Evaluation (ICE)	RBI
21	Expected Loss Ratings (For Loan Facilities [Fund/Non-Fund based] from Banks/NBFCs/NHB/FIs)	7
22	Expected Loss Ratings (Listed / Proposed to be listed Bonds / Debentures / Preference Shares (all securities))	SEBI
23	Expected Loss Ratings (Unlisted / Proposed to be unlisted Bonds/ Debentures / Preference Shares (all securities))	MCA
24	Unlisted PTCs / Securitisation Notes (originated by entities not regulated by RBI) ¹	Investor-side Regulator such as IRDAI, PFRDA ⁵

¹ Includes securitisation transactions involving assignee payout, acquirer's payout.

² Includes bank facilities such as liquidity facility, second loss facility that are part of securitisation transactions.

³ The rated instrument may involve issuance of different instruments such as debt securities (listed or otherwise), bank loans, commercial paper (listed or otherwise), etc. The regulator of the instrument may accordingly be SEBI, RBI or MCA and can only be determined upon issuance. In Press Release(s) subsequent to issuance(s), Acuite shall separately capture the rated quantum details along with names of respective regulators.

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

8/13/26, 11:08 AM

Press Release

Annexure - Details of instruments rated

Lender's Name	ISIN	Facilities	Listing Status	Regulated By	Date Of Issuance	Coupon Rate	Maturity Date	Quantum (Rs. Cr.)	Complexity Level	Rating
Not Applicable	Not avl. / Not appl.	Proposed Non Convertible Debentures	Proposed to be Listed	SEBI	Not avl. / Not appl.	Not avl. / Not appl.	Not avl. / Not appl.	300.00	Simple	ACUITE A- Stable Assigned

Note:- For activities or ratings of instruments falling under the purview of Financial Sector Regulators other than SEBI, the grievance / dispute redressal mechanisms and investor protection mechanisms provided by SEBI shall not be available.

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8/13/26, 11:08 AM

Press Release

Rating Sensitivity

Potential triggers (individual or collective) for an upward rating action:

- Significant growth in AUM and Disbursements while maintaining asset quality
- Sustained improvement in earning profile

Potential triggers (individual or collective) for a downward rating action:

- Deterioration in asset quality metrics
- High gearing above 5 times on a sustained basis and low liquidity buffers

All Covenants

Currently not available, since these are proposed NCD limits.

Liquidity Position

Adequate

The company's liquidity position is adequate as there are no cumulative mismatches in any of the buckets as per the ALM dated March 31, 2026. For FY2027, the company has projected total outflows of Rs. 2,259.10 Cr. against projected total inflows of Rs. 3,651.98 Cr. Additionally, the company has cash and bank balances of Rs. 270.23 Cr. as on March 31, 2026 with unutilized sanctions of Rs. 25 Cr.

Outlook: Stable

Other Factors affecting Rating

None

Key Financials - Standalone / Originator

Particulars	Unit	FY26(Actual)	FY25(Actual)
Total Assets	Rs. Cr.	4361.88	2592.98
Total Income*	Rs. Cr.	384.42	242.33
PAT	Rs. Cr.	77.03	65.86
Net Worth	Rs. Cr.	863.25	595.75
Return on Average Assets (RoAA)	(%)	2.22	3.06
Return on Average Net Worth (RoNW)	(%)	10.56	13.40
Debt/Equity	Times	3.92	3.26
Gross NPA	(%)	0.99	0.77
Net NPA	(%)	0.50	0.38

*Total income equals to Net Interest Income plus other income

Status of non-cooperation with previous CRA (if applicable):

None

Any other information

None

Applicable Criteria

- Application Of Financial Ratios And Adjustments: <https://www.acuite.in/view-rating-criteria-53.htm>
- Default Recognition: <https://www.acuite.in/view-rating-criteria-52.htm>
- Non-Banking Financing Entities: <https://www.acuite.in/view-rating-criteria-44.htm>

Note on complexity levels of the rated instrument

In order to inform the investors about complexity of instruments, Acuite has categorized such instruments in three levels: Simple, Complex and Highly Complex. Acuite's categorisation of the instruments across the three categories is based on factors like variability of the returns to the investors, uncertainty in cash flow patterns, number of counterparties and general understanding of the instrument by the market. It has to be understood that complexity is different from credit risk and even an instrument categorized as 'Simple' can carry high levels of risk. For more details, please refer Rating Criteria "Complexity Level Of Financial Instruments" on www.acuite.in.

Rating History: Not applicable

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8/13/26, 11:08 AM

Press Release

and Mr. Mahesh Shivlingappa Payannavar are directors of the company. The company operates through 6 states with a network of 474 branches as on March 31, 2026.

Unsupported Rating
Not applicable

Analytical Approach
Acuité has considered standalone business and financial risk profile of KFL to arrive at the rating.

Key Rating Drivers

Strength

Experienced Promoters and Management team

Keertana Finserv Limited benefits from the extensive experience of its promoter and Managing Director, Ms. Padmaja Gangireddy, who has over two decades of experience in financial services and microfinance. She founded Spandana Sphoorty Financial Limited and successfully scaled it into one of India's leading microfinance institutions. Her ability to mobilise capital, build a robust distribution network and drive business growth has played a key role in the company's rapid expansion. The Board is further supported by experienced professionals including Mr. V. Vijaya Sivarami Reddy, who was part of the founding team of Spandana Sphoorty Financial Limited and has significant experience in retail lending operations; Mr. Raghu Venkata Harish, who has over 25 years of experience in rural banking and financial services; Mr. Vara Prasad Chaganti, who has extensive experience in banking and financial inclusion through his associations with IndusInd Bank, RBS, ICICI Bank and BASIX; and Mr. Mahesh Payannavar, a seasoned banker with multi-decade experience across corporate lending, treasury, securitisation and capital markets. The senior management team, comprising Mr. Siva Kumar (COO), Mr. Revan Saahith Reddy V (CFO) and Mr. Manoranjan Biswal (Chief Compliance Officer), brings expertise across operations, finance, technology and compliance. Acuité believes that the company's experienced Board and management team will continue to support its growth and operational performance.

Significant growth in the scale of operations

The entity's AUM has grown from Rs. 2,348.50 Cr. as on March 31, 2025 to Rs. 4,023.97 Cr. as on March 31, 2026 owing to disbursements to the tune of Rs. 15,092 Cr. during FY2026. The AUM and disbursements has had a CAGR of more than 80 percent in the past three financial years indicating the ability of company to scale its operations. As on March 31, 2026, ~94 percent of the AUM consists of gold loans which will remain the majority of the portfolio going forward. The company operates through 6 states with a network of 474 branches as on March 31, 2026. The company has 176 more gold branches which are in the process of being set up which will be operational in FY2027. KFL had entered into DA and PTC transactions which have an outstanding of Rs. 232.97 Cr. as on March 31, 2026.

Healthy asset quality metrics

The GNPA and NNPA stood healthy at 0.99 percent and 0.50 percent, respectively, as on March 31, 2026 (PY: GNPA and NNPA at 0.77 percent and 0.38 percent, respectively). It is pertinent to note that all loans in the 90+dpd are MFI and HL/LAP loans; the gold loan portfolio has never slipped into GNPA. In the past four financial years, the company's on-time portfolio has been above ~89 percent and stood at 95.45 percent as on March 31, 2026.

Weakness

Moderate Capital structure

The promoters have infused capital of ~Rs. 644 Cr. since inception which has led to a strong network of the company at Rs. 863.25 Cr. as on March 31, 2026. However, the company's gearing has remained over 3 times from FY2023 onwards and stood at 3.92 times as on March 31, 2026 (The debt includes subordinated debt of Rs. 95 Cr. as on March 31, 2026). Further, the company will raise capital to the tune of ~Rs. 200 Cr. in the near to medium term. The entity's CRAR of 23.85 percent with Tier 1 capital comprising of 21.92 percent as on March 31, 2026.

Acuité believes, the company's ability to grow its scale of operation keeping a healthy leverage ratio will remain a key monitorable.

Geographical Concentration and High Credit Costs

KFL's portfolio remains concentrated in mainly Andhra Pradesh (78.50%) and Telangana (18.70%) and has minimal exposure in other states such as Karnataka, Tami Nadu, Orissa and Pondicherry, exposing it to region-specific economic risks. In FY2025 and FY2026, the company had written off a majority of their MFI book which stood at Rs. 38.72 Cr. and Rs. 149.58 Cr. respectively. The company has run down its MFI book from ~Rs. 656 Cr. as on March 31, 2024 to ~Rs. 69 Cr. as on March 31, 2026. The net credit cost stand at 3.74 percent and 2.45 respectively for FY2026 and FY2025.

While asset quality indicators continue to remain comfortable, going forward, any increase in delinquencies could exert pressure on profitability.

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8/13/26, 11:08 AM

Press Release



Press Release

August 12, 2026

KEERTANA FINSERV LIMITED (ERSTWHILE KEERTANA FINSERV PRIVATE LIMITED) Rating Assigned

Product	Quantum (Rs. Cr) (SEBI)	Quantum (Rs. Cr) (Other FSR)	Long Term Rating	Short Term Rating	Regulated By
Non Convertible Debentures (NCD)	300.00	0.00	ACUITE A- Stable Assigned	-	SEBI
Total Outstanding	300.00	0.00	-	-	-
Total Withdrawn	0.00	0.00	-	-	-

Note:- For activities or ratings of instruments falling under the purview of Financial Sector Regulators other than SEBI, the grievance / dispute redressal mechanisms and investor protection mechanisms provided by SEBI shall not be available.

Rating Rationale

Acuite has assigned the long-term rating of 'ACUITE A-' (read as ACUITE A minus) on the Rs. 300.00 crore proposed NCD facilities of **KEERTANA FINSERV LIMITED (KFL)**. The outlook is 'Stable'.

Rationale for rating

The rating assigned factors the experienced promoters and management, significant growth in the scale of operations and healthy asset quality metrics. The company's credit profile is supported by the extensive experience of its promoter, Ms. Padmaja Reddy. Her successful track record in building and scaling Spandana Sphoorty Financial Limited has helped Keertana expand rapidly while strengthening its operational and funding capabilities. The entity's AUM has grown from Rs. 2,348.50 Cr. as on March 31, 2025 to Rs. 4,023.97 Cr. as on March 31, 2026 owing to disbursements to the tune of Rs. 15,092 Cr. during FY2026. The company operates through 6 states with a network of 474 branches as on March 31, 2026. The promoters have infused capital of ~Rs. 644 Cr. since inception which has led to a strong network of the company at Rs. 863.25 Cr. as on March 31, 2026. KFL has reported profits in the range of ~Rs. 66- 77 Cr. in the past three fiscals. The GNPA and NNPA stood healthy at 0.99 percent and 0.50 percent, respectively, as on March 31, 2026 and is marked by an on-time portfolio of 95.45 percent.

The rating is constrained by high geographical concentration, moderated capital structure and high credit costs in the unsecured book. The AUM is concentrated in mainly Andhra Pradesh (78.50%) and Telangana (18.70%) and has minimal exposure in other states such as Karnataka, Tami Nadu, Orissa and Pondicherry. In FY2025 and FY2026, the company had written off a majority of their MFI book which stood at Rs. 38.72 Cr. and Rs. 149.58 Cr. respectively. Further, the company's gearing stood at 3.92 times as on March 31, 2026 with a CRAR of 23.85 percent.

Going forward, Acuite believes that ability of the company to grow its loan portfolio while improving its profitability will be key monitorable.

About the company

Hyderabad based, Keertana Finserv Limited (Erstwhile Keertana Finserv Private Limited) was incorporated in 1996 as Rajshree Tracom Pvt Ltd and received its NBFC licence in 2001 from the RBI. Rajshree Tracom Private Limited was acquired by the current promoter in March '22 and subsequently acquired ~Rs 205 Cr worth of Gold Loan and Micro-Enterprise portfolio from Spandana Mutual Benefit Trust (SMBT) & Spandana Rural and Urban Development Organization (SRUDO). Rajshree Tracom's name was changed to Keertana Finserv Limited after necessary approvals in April '22.

The company is engaged in providing secured and responsible lending solutions, primarily catering to retail customers and micro, small, and medium enterprises (MSME) across rural and semi-urban areas in India. KFL has exposure in gold loans, MSME (HL/LAP) and MFI loans however the primary focus has been on gold loans from FY2026 onwards. Mr. Raghu Venkata Harish, Ms. Vara Prasad Chaganti, Ms. Padmaja Gangireddy, Ms. Vijaya Sivarami Reddy Vendidandi

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16	Credit Ratings for Capital Protection Oriented Schemes (by Mutual Funds and AIFs)	SEBI
17	Credit quality ratings (CQRs) for Mutual Fund Schemes and Schemes of AIFs	SEBI
18	Listed Security Receipts	RBI
19	Unlisted Security Receipts	RBI
20	Independent Credit Evaluation (ICE)	RBI
21	Expected Loss Ratings (For Loan Facilities (Fund/Non-Fund based) from Bank/NBFCs/NHB/Fis)	+
22	Expected Loss Ratings (Listed / Proposed to be listed Bonds / Debentures / Preference Shares (all securities))	SEBI
23	Expected Loss Ratings (Unlisted / Proposed to be unlisted Bonds/ Debentures / Preference Shares (all securities))	MCA
24	Unlisted PTCs / Securitisation Notes (originated by entities not regulated by RBI) ¹	Investor-side Regulator such as IRDAI, PFRDA

¹ Includes securitisation transactions involving assignee payout, acquirer's payout.

² Includes bank facilities such as liquidity facility, second loss facility that are part of securitisation transactions.

³ The rated instrument may involve issuance of different instruments such as debt securities (listed or otherwise), bank loans, commercial paper (listed or otherwise), etc. The regulator of the instrument may accordingly be SEBI, RBI or MCA and can only be determined upon issuance. In Press Release(s) subsequent to issuance(s), Acuite shall separately capture the rated quantum details along with names of respective regulators.

There is no instrument being rated and hence, Regulator of the Instrument is not applicable. The rating scale and definitions are being followed as stipulated in SEBI Master Circular for CRAs.

These ratings were assigned during regulatory regime prior to the introduction of SEBI CRA Circular dated Feb 10, 2026, and accordingly, investor side regulators have been included.

By virtue of the instrument being listed, SEBI acts as the regulator for listing and related issues.

To be finalized following discussions with the relevant regulatory authorities.

B. Other activities:

Sr. No.	Activity Name	Regulator of the activity
1	Monitoring Agency	SEBI
2	Research activities, incidental to rating, such as research for Economy, Industries and Companies	Not applicable

Permitted by SEBI vide SEBI Master Circular for CRAs.

Disclosure on instruments / activities and names of regulators:

A list of products/activities or ratings of instruments falling under the purview of various financial sector regulators (FSRs) along with the names of respective FSRs has also been duly disclosed by Acuite on its website. A link to the same has been provided below for ready reference: <https://acuite.in/Activities-and-Regulators.html>

DISCLAIMER

An rating does not constitute an audit of the rated entity and should not be treated as a recommendation or opinion that is intended to substitute for a financial adviser's or investor's independent assessment of whether to buy, sell or hold any security. ratings are based on the data and information provided by the issuer and obtained from other reliable sources. Although reasonable care has been taken to ensure that the data and information is true, , in particular, makes no representation or warranty, expressed or implied with respect to the adequacy, accuracy or is not responsible for any errors or omissions and especially states that it has no financial liability whatsoever for any direct, indirect or consequential loss of any kind arising from the use of its ratings. ratings are subject to a process of surveillance which may lead to a revision in ratings as and when the circumstances so warrant. Please visit our website (www.acuite.in) for the latest information on any instrument rated by s rating scale and its definitions.

Any inadvertent omission or error in the rating letter which is discovered or brought to the notice of Acuite shall be rectified as soon as reasonably practicable not later than 48 hours of such discovery or notice. Such error or omission shall not render Acuite liable to any person for any kind of loss or damage including, but not limited to, any special, incidental, indirect or consequential damages caused by errors or omissions, provided such omission or error is rectified as soon as possible after discovery/notice.

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ANNEXURE II: CONSENT LETTER AND ENGAGEMENT LETTER FROM THE DEBENTURE TRUSTEE

Consent Letter:



Ref: 627/MCTSL/DT/2026-27

Date: September 8, 2026

To,
Keertana Finserv Limited
Plot No. 31 and #2, Ramky Selenium Towers, Tower A,
Second Floor, Financial District, Nanakramguda,
Telangana - 500032

Dear Sir/Madam,

CONSENT LETTER

Subject: Consent Letter to act as Debenture Trustee for Proposed Private Placement Issue of 500,000 (Five Lakh only) fully paid, Senior, Secured, rated, listed, redeemable, taxable, non-convertible debentures having a face value of INR 10,000/- (Indian Rupees Ten Thousand Only) each, aggregating up to INR 500,00,00,000/- (Indian Rupees Five Hundred Crores only) (The "Debentures") To Be Issued By Keertana Finserv Limited, ("The Issuer").

We, MITCON Credentia Trusteeship Services Limited, hereby give our consent to act as the Debenture Trustee for the above mentioned issue of Debentures and are agreeable to the inclusion of our name as Debenture Trustee in the Private Placement offer letter/ Information Memorandum and/or application to be made to the Stock Exchange for the listing of the said Debentures.

We also confirm that we are not disqualified to be appointed as Debentures Trustee within the meaning of the Companies (Share Capital and Debentures) Rules, 2014.

You are requested to furnish the information / details / documents as per the checklist already shared with you.

Yours faithfully,

For MITCON Credentia Trusteeship Services Limited

Name: Priyanka Shringare
Designation: Compliance Officers

MITCON Credentia Trusteeship Services Limited (MCTSL)

A subsidiary of MITCON Consultancy & Engineering Services Limited CIN: U93000PN2018PLC188330

Principal address: 1402/01, B-Wing, 14th Flr, Dattatray Towers, Fico Post-Journal Marg, 211, Nariman Point, Mumbai - 400021 MH (India) | contact@mitconcredentia.in

Registered address: 1st Floor, Kubera Chambers, Shivajinagar, Pune 411005, Maharashtra (India) | +91-20-25633309, 25634322 | www.mitconcredentia.in

Engagement Letter

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



Ref. No.: MCTSL/EL/26-27/474
Date: 07/09/2026

To,
Keertana Finserv Limited
Plot No. 31 and #2, Ramky Selenium Towers,
Tower A, Second Floor, Financial District,
Nanakramguda, - 500032, Telangana

Subject: Offer Letter to act as Debenture Trustee for Secured, listed, Non-convertible Debentures by the Company aggregating upto Rs. 500 Crores.

Dear Sir/Madam,

We refer to the discussions held between the representatives of Keertana Finserv Limited ("the Client") and MITCON Credentia Trusteeship Services Limited ("MCTSL" or "the Trustee") regarding the appointment of MCTSL as Trustee.

Pursuant to the said discussions, and subject to the terms and conditions set forth herein, MCTSL hereby expresses its consent and willingness to act as Trustee for the proposed Debenture Trustee, on the following agreed terms and conditions:

Term / Particulars	Details
Acceptance Fees	INR 100,000 /- One time Payable on acceptance of offer letter
Annual Trusteeship Charges	NA
Taxes & Levies	All fees and charges mentioned herein are exclusive of Goods and Services Tax (GST), Education Cess, and any other statutory levies as may be imposed by the Central or State Government from time to time. The fees are also exclusive of out-of-pocket expenses including, but not limited to, stamp paper costs and government registration charges, etc.
Delayed Payment Charges	In the event that any fees remain outstanding beyond a period of forty-five (45) days from the date of the respective invoice, MCTSL reserves the right to levy delayed payment charges at the rate of 18% per annum (calculated on a daily basis) on the outstanding amount, from the due date until actual receipt of payment.
Out-of-Pocket Expenses	All reasonable out-of-pocket expenses incurred by MCTSL in connection with its trusteeship obligations shall be reimbursable on an actual basis. Prior written approval from the Client shall be obtained before incurring any such expenses. Reimbursement shall be made within thirty (30) days of the submission of a claim by MCTSL.

MITCON Credentia Trusteeship Services Limited (MCTSL)

A subsidiary of MITCON Consultancy & Engineering Services Limited CIN: U63000PN2918PLC180330

Principal address: 1402/03, B-Wing, 14th Flr, Dalalal Towers, Free Press Journal Marg, 211, Nariman Point, Mumbai - 400021 MH (India) | contact@mitconcredentia.in

Registered address: 1st Floor, Kubera Chambers, Shriyalegar, Pune 411005, Maharashtra (India) | +91-20-25533309, 25534322 | www.mitconcredentia.in

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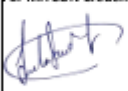


Term / Particulars	Details
	supported by appropriate documentation.
Enforcement Fees	In the event of a default or enforcement of security, MCTSL shall be entitled to charge enforcement fees separately, as may be mutually agreed upon and/or applicable to the specific enforcement action undertaken.
Validity	This Offer Letter shall remain valid for a period of three (3) months from the date hereof. In the event that the transaction contemplated under this letter does not commence within the said period, the continued validity of this letter shall be subject to written reconfirmation by MCTSL. By accepting this letter, the Client agrees to provide all requisite information, documentation, and execute all Trusteeship-related documents within the timelines stipulated under the transaction documents and/ or as prescribed under applicable law.
Acknowledgement & Disclosure	By countersigning and accepting this Offer Letter, the Client acknowledges and confirms that it has fully understood the nature of MCTSL's non-SEBI regulated services, which do not fall within the regulatory purview of the Securities and Exchange Board of India (SEBI). The Client further acknowledges the risks associated with such services and the non-availability of the SEBI Investor Protection Mechanism with respect to any grievances or disputes arising out of or pertaining to such non-regulated activities. Details of MCTSL's non-SEBI regulated services are available on its website at: www.mitconcredentia.in

We trust the above terms are in order. Kindly acknowledge your acceptance by signing and returning a copy of this letter.

Thanking you and assuring you of our best professional services at all times.

Yours faithfully,

For MITCON Credentia Trusteeship Services Limited  Authorised Signatory Ms. Sneha Nadar	For Keertana Finserv Limited Vendidandi Revani Saahith Reddy  Authorised Signatory Mr. Revani Saahith Reddy Vendidandi
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MITCON Credentia Trusteeship Services Limited (MCTSL)

A subsidiary of MITCON Consultancy & Engineering Services Limited CIN: U60000PN2018PLC180330

Principal address: 1402/03, 9-Wing, 14th Flr, Dalmia Towers, Free Press Journal Marg, 211, Nariman Point, Mumbai - 400021 MH (India) | contact@mitconcredentia.in

Registered address: 1st Floor, Kubera Chambers, Shivajinagar, Pune 411005, Maharashtra (India) | +91-20-25533333, 25534333 | www.mitconcredentia.in

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ANNEXURE III: APPLICATION FORM



KEERTANA FINSERV LIMITED (Formerly known as KEERTANA FINSERV PRIVATE LIMITED)

A private limited company incorporated under the Companies Act 1956 and validly existing under the Companies Act, 2013.

Date of Incorporation: 14/02/1996

Registered Office: Office No 919, 9th Floor, 4A, Regus Granduer, Abanindra Nath Thakur Sarani, PS Arcadia Central (Camac Street) Park Street Kolkata - 700016, West Bengal, India

Telephone No.: +91-40-4878 7000

Website: <https://www.keertanafin.in>

ISSUE UP TO 5,00,000 (FIVE LAKH) SENIOR, SECURED, LISTED, RATED, TAXABLE, TRANSFERABLE, REDEEMABLE, NON-CONVERTIBLE DEBENTURES EACH HAVING A FACE VALUE OF INR 10,000/- (INDIAN RUPEES TEN THOUSAND ONLY) AGGREGATING TO INR 500,00,00,000/- (INDIAN RUPEES FIVE HUNDRED CRORE ONLY) ("NCDS" OR "DEBENTURES") COMPRISING OF:

(A) A BASE ISSUE OF UP TO 3,00,000 (THREE LAKH) SENIOR, SECURED, LISTED, RATED, TAXABLE, TRANSFERABLE, REDEEMABLE, NON-CONVERTIBLE DEBENTURES EACH HAVING A FACE VALUE OF INR 10,000/- (INDIAN RUPEES TEN THOUSAND ONLY) AGGREGATING TO INR 300,00,00,000/- (INDIAN RUPEES THREE HUNDRED CRORE ONLY); AND

(B) A GREEN SHOE OPTION OF UP TO 2,00,000 (TWO LAKH) SENIOR, SECURED, LISTED, RATED, TAXABLE, TRANSFERABLE, REDEEMABLE, NON-CONVERTIBLE DEBENTURES EACH HAVING A FACE VALUE OF INR 10,000/- (INDIAN RUPEES TEN THOUSAND ONLY) AGGREGATING TO INR 200,00,00,000/- (INDIAN RUPEES TWO HUNDRED CRORE ONLY) ("GREEN SHOE OPTION"),

IN DEMATERIALIZED FORM ON A PRIVATE PLACEMENT BASIS ("ISSUE") BY KEERTANA FINSERV LIMITED (FORMERLY KNOWN AS KEERTANA FINSERV PRIVATE LIMITED) (THE "COMPANY" OR "ISSUER").

DEBENTURE SERIES APPLICATION FORM SERIAL NO.

Dear Sir / Madam,

I AM/ WE ARE () COMPANY () OTHERS () SPECIFY _____

We have read and understood the terms and conditions of the Key Information Document dated 15th Sep, 2026 for the issue of Debentures on a private placement basis including the Risk Factors described in the Key Information Document ("**Key Information Document**") issued by the Issuer and have considered these in making our decision to apply. We bind ourselves to these terms and conditions and wish to apply for allotment of these Debentures. We request you to please place our name(s) on the Register of Debenture Holders, on allotment of the Debentures to us.

I/ We bind myself/ourselves to the terms and conditions as contained in the Key Information Document.
I/we note that the Company is entitled in its absolute discretion, to accept or reject this application in whole, or in part, without assigning any reason whatsoever.

(PLEASE READ THE INSTRUCTIONS CAREFULLY BEFORE FILLING THIS FORM)

All capitalised terms used in this Application Form which are not defined shall have the meaning attributed to them in the Key Information Document.

DEBENTURE SERIES APPLIED FOR:

Number of Debentures: _____ In words: _____ -only

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

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

APPLICANT'S NAME IN FULL (CAPITALS)

SPECIMEN SIGNATURE

[illegible]**DETAILS OF PAYMENT:**

Cheque / Demand Draft / RTGS

No. _____ Drawn on _____

Funds transferred to **Keertana Finserv Limited**

Dated _____

Total Amount Enclosed

(In Figures) INR /- (In words) Only

[illegible]**APPLICANT'S ADDRESS**[illegible]

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

Name of the Authorised Signatory(ies)	Designation	Signature

Applicant's Signature:

We the undersigned, are agreeable to holding the Debentures of the Company 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)	

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

Applicant Bank Account: (Settlement by way of Cheque / Demand Draft / Pay Order / Direct Credit / ECS NEFT/RTGS/other permitted mechanisms)	
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FOR OFFICE USE ONLY	
DATE OF RECEIPT _____	DATE OF CLEARANCE _____

(Note: Cheque and Drafts are subject to realisation)

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

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

Applicant's
Signature

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

(Note : Cheque and Drafts are subject to realisation)

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

ACKNOWLEDGMENT SLIP

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

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

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

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 along with cheque(s)/drafts favouring “Keertana Finserv Limited”, crossed Account Payee only. Applicants can alternatively, remit the application amount through RTGS on KOTAK MAHINDRA BANK LIMITED Bank. The RTGS details of the Issuer are as under:

Beneficiary Name	Keertana Finserv Limited
Bank Account No.	10299207759
IFSC Code	IDFB0080244
Bank Name	IDFC FIRST BANK LIMITED
Branch Address	AUROBINDO GALAXY BRANCH , Hyderabad

4. Receipt of applicants will be acknowledged by the Company in the “Acknowledgement Slip” appearing below the application form. No separate receipt will be issued.
5. All applicants should mention their Permanent Account No. or their GIR No. allotted under Income Tax Act, 2025 and the Income Tax Circle/Ward/District. In case where neither the PAN nor the GIR No. has been allotted, the fact of non-allotment should be mentioned in the application form in the space provided. Income Tax as applicable will be deducted at source at the time of payment of interest including interest payable on application money.
6. The application would be accepted as per the terms of the manner outlined in the transaction documents for the private placement.

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ANNEXURE IV: ILLUSTRATION OF BOND CASH FLOWS

Illustration of Cash Flow

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

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

Name of the issuer	KEERTANA FINSERV LIMITED (Formerly known as KEERTANA FINSERV PRIVATE LIMITED)
Face Value (per security)	Rs. 10,000/- (Indian Rupees Ten Thousand Only) per Debenture
Issue Price	INR 10,000/- (Indian Rupees Ten Thousand Only) per debenture
Tranche Issue date/ Date of allotment	September 16, 2026
Date of redemption	December 16, 2028
Tenure and Coupon Rate	27 (twenty seven) months from the Deemed Date of Allotment; 11.70% (Eleven decimal seven zero per cent) per annum payable monthly
Frequency of the interest/ dividend payment (with specified dates)	Monthly
Day Count Convention	Actual/Actual

- Redemption Amount and Coupon for the Debentures

S.N O.	Due Date	Interest per Debenture	Principal per Debenture	Total Cash flow per Debenture
1	16-10-2026	96.16	-	96.16
2	16-11-2026	99.37	-	99.37
3	16-12-2026	96.16	-	96.16
4	16-01-2027	99.37	-	99.37
5	16-02-2027	99.37	-	99.37
6	16-03-2027	89.75	-	89.75
7	16-04-2027	99.37	-	99.37
8	16-05-2027	96.16	-	96.16
9	16-06-2027	99.37	-	99.37
10	16-07-2027	96.16	-	96.16
11	16-08-2027	99.37	-	99.37
12	16-09-2027	99.37	-	99.37
13	16-10-2027	96.16	-	96.16
14	16-11-2027	99.37	-	99.37
15	16-12-2027	96.16	-	96.16
16	16-01-2028	99.37	-	99.37
17	16-02-2028	99.10	-	99.10
18	16-03-2028	92.70	-	92.70
19	16-04-2028	99.10	-	99.10
20	16-05-2028	95.90	-	95.90
21	16-06-2028	99.10	-	99.10

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22	16-07-2028	95.90	-	95.90
23	16-08-2028	99.10	-	99.10
24	16-09-2028	99.10	-	99.10
25	16-10-2028	95.90	3,333.00	3,428.90
26	16-11-2028	66.07	3,333.00	3,399.07
27	16-12-2028	31.97	3,334.00	3,365.97

Note

The Issuer requested to note that the above cash flow is only illustrative in nature. The Deemed Date of Allotment, Coupon Rate, Final Redemption Date and frequency of the interest payment shall vary in nature and aforesaid dates may be modified upon receipt of consent/ permission from existing lender, in case of early redemption of any principle repayment, the above cash flow may be changed accordingly.

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ANNEXURE V: BOARD RESOLUTION



CERTIFIED TRUE COPY OF THE RESOLUTION PASSED AT THE BOARD MEETING OF KEERTANA FINISERV LIMITED HELD ON SATURDAY, 05TH DAY OF SEPTEMBER, 2026 AT 1.00 P.M AT THE ADMINISTRATIVE OFFICE OF THE COMPANY SITUATED AT PLOT NO. 31 & 32, RAMKY SELENIUM TOWERS, TOWER A, FINANCIAL DISTRICT, NANAKRAMGUDA, HYDERABAD, TELANGANA-500032 THROUGH PHYSICAL AND THROUGH VIDEO CONFERENCE / OTHER AUDIO-VISUAL MEANS

Approval for issuance of senior, secured, rated, listed, redeemable, taxable, non-convertible debentures

"RESOLVED THAT pursuant to the provisions of Section 42, 179 (3) (c) and 71 read with Rule 14 of Companies (Prospectus and Allotment of Securities) Rules, 2014 and other applicable provisions, if any, of the Companies Act, 2013 (including any amendment thereto or re-enactment thereof) and the rules framed there under and in accordance with the provisions of the Memorandum of Association and Articles of Association of the Company, the consent of Board of directors be and is hereby accorded to create, offer and issue upto 5,00,000 (Five Lakh) Senior, Secured, rated, listed, redeemable, taxable, non-convertible Debentures (the "Secured NCDs") of the face value of Rs. 10,000/- (Indian Rupees Ten Thousand Only), aggregating upto Rs. 500,00,00,000/- (Indian Rupees Five Hundred Crore Only) inclusive of green shoe option on private placement basis to the persons identified by the Board from time to time on such terms and conditions as may be decided by the Board of Directors ("Issue")."

"RESOLVED FURTHER THAT Ms. Padmaja Gangireddy, Managing Director, Mr. Revan Saahith Reddy Vendidandi, CFO, Ms. Kanjala Srimukhi, Executive Finance, Mr. Sai Dilip Grandhi, AVP Finance and the Deputy Company Secretary of the Company ("Authorised Persons") be and are hereby severally authorized to do all such acts, deeds, matters and things and take all such steps as may be deemed necessary, desirable, proper or expedient to give effect to the aforesaid Resolution and to finalize, and execute all such documents, deeds, applications, statements, undertakings, writings as may be necessary incidental thereto."

"RESOLVED FURTHER THAT the Authorised Persons be and are hereby severally authorised to do such acts, deeds and things as they deem necessary or desirable in connection with the issue, offer and allotment of the Debentures, including, without limitation, the following:

- seeking, if required, any approval, consent or waiver from any/all concerned governmental and regulatory authorities, and/or any other approvals, consent or waivers that may be required in connection with the issue,
- offer and allotment of the Debentures.
- executing the term sheet in relation to the Debentures.
- negotiating, approving and deciding the terms of the issue of Debentures and all other related matters.
- seeking the listing of any of the Debentures on any Stock Exchange, submitting the listing application and taking all actions that may be necessary in connection with obtaining such

Keertana Finiserv Limited (Formerly known as Keertana Finiserv Private Limited)

Regd. Office: Office No 313, 9th Floor, 88, Regus Crescent, Akashada Math Thulasi Sagar, P5 Arcadia Central (Corner Street), Park Street, Kolkata, West Bengal - 700016.
Administrative Office: Plot No. 31 & 32, Ramky Selenium Towers, Tower A, Financial District, Nanakramguda, Hyderabad, Telangana 500032.
Contact Number: 08088182213, E-mail ID: corporate@keertana.co.in, CIN: U65109WB09NPL0017312, Website: <https://www.keertana.co.in>

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- listing.
- f) approving the debt disclosure document/information memorandum and the private placement offer cum application letter (including amending, varying or modifying the same, as may be considered desirable or expedient), in accordance with all applicable laws, rules, regulations and guidelines.
 - g) finalising the terms and conditions of the appointment of an arranger, a debenture trustee, a registrar and transfer agent, a credit rating agency, legal counsel, a depository and such other intermediaries as may be required including their successors and their agents.
 - h) finalising the terms of the issue, offer and allotment of the Debentures.
 - i) entering into arrangements with the depository in connection with issue of Debentures in dematerialised form.
 - j) to take all steps and do all things and give such directions as may be required, necessary, expedient or desirable for giving effect to the debenture trust deed, debenture trustee agreement, deed of hypothecation, power of attorney and any other documents required for the creation of security interest over the Company's movable properties and assets or the issue, offer and allotment of the Debentures (including any powers of attorney in connection thereto), and any other document in relation thereto (collectively, the "Transaction Documents") including the transactions contemplated therein and the resolutions mentioned herein, including without limitation, to approve, negotiate, finalise, sign, execute, ratify, amend, supplement and/or issue the following, including any amendments, modifications, supplements, restatements or novations thereto (now or in the future):
 - k) creating and perfecting the Security/Collateral as required in accordance with the terms of the Transaction Documents in relation to the issue, offer and allotment of the Debentures.
 - l) review, modify, negotiate, finalise the debt disclosure document/information memorandum and private placement offer cum application letter for the issue, offer and allotment of the Debentures (collectively, the "Disclosure Documents");
 - m) negotiate, execute, file and deliver any documents, instruments, deeds, amendments, papers, applications, notices or letters as may be required in connection with the issue, offer and allotment of the Debentures and deal with regulatory authorities in connection with the issue, offer and allotment of the Debentures including but not limited to the RBI, SEBI (if so required), any Stock Exchange, the relevant registrar of companies, the Central Registry of Securitisation Asset Reconstruction and Security Interest, the Ministry of Corporate Affairs, the relevant sub-registrar of assurances (if so required), or any depository, and such other authorities as may be required;
 - n) Sign and/or dispatch all documents and notices to be signed and/or dispatched by the Company under or in connection with the Transaction Documents.
 - o) take all such actions as for setting up of recovery expense fund/debenture redemption reserve.
 - p) any other documents required for the purposes of the issue, offer and allotment of the Debentures and the transactions contemplated thereby, including but not limited to letters of undertaking, declarations, agreements, reports; and
 - q) any other document designated as a Transaction Document by the debenture trustee/ holders of the Debentures.

Keertana Finserv Limited (Formerly known as Keertana Finserv Private Limited)

Regd. Office: Office No. 115, 116, Floor, 11, Regus Skindome, Bandra-da-Nakh-Palvi-Sector, P.E. Area-da-Crested (Corner Skindome), Park Street, Kharja, West Bengal - 700016.
Administrative Office: Plot No. 51 & 52, Ranby Selenium Towers, Tower B, Financial District, Narula-Sector, Hyderabad, Telangana-500031.
Carroll Number: 5808430201, E-mail ID: info@keertana.co, CTS: 048308W0098P1217212, Website: www.keertana.co

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- r) to delegate necessary powers to the management committee for documentation, modification or any other necessary action for the purpose of issuing, allotting and listing of NCD's
- s) do all acts necessary for the issue, offer and allotment of the Debentures in accordance with the terms set out in the Disclosure Documents and the Transaction Documents; and
- t) to generally do any other act or deed, to negotiate and execute any documents, applications, agreements, undertakings, deeds, affidavits, declarations and certificates in relation to (a) to (q) above, and to give such directions as it deems fit or as may be necessary or desirable with regard to the issue, offer and allotment of the Debentures."

"RESOLVED FURTHER THAT any directors and Chief Financial Officer of the company be and is hereby severally authorized to sign and file e-form PAS-3, CHG-9 or any other applicable form with the Registrar of Companies/ Ministry of Corporate Affairs and to apply for ISIN / Temp ISIN for issue of debentures in De-materialised format and to do all necessary things, deeds as may be necessary in this regard."

"RESOLVED FURTHER THAT a certified true copy of this resolution shall be furnished by any Director or Company Secretary or Chief Financial Officer of the Company as may be deemed fit."

//Certified True Copy//

For Keertana Finserv Limited
PADMAJA
GANGIREDDY
Digitally signed by
PADMAJA GANGIREDDY
Date: 2026.09.25
18:57:36 +05'30'
Padmaja Gangireddy
Managing Director
DIN No: 00004842
Date: 05.09.2026
Place: Hyderabad

ANNEXURE VI: SHAREHOLDERS RESOLUTION

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



CERTIFIED TRUE COPY OF THE RESOLUTION PASSED AT THE EXTRA-ORDINARY GENERAL MEETING OF THE MEMBERS OF KEERTANA FINSERV LIMITED HELD AT 05:00 PM ON THURSDAY, 9TH DAY OF JULY 2026 AT THE ADMINISTRATIVE OFFICE OF THE COMPANY SITUATED AT PLOT NO. 31 & 32, RAMKY SELENIUM TOWERS, TOWER A, FINANCIAL DISTRICT, NANAKRAMGUDA, HYDERABAD, TELANGANA-500032 AND THROUGH PHYSICAL AND THROUGH VIDEO CONFERENCE / OTHER AUDIO-VISUAL MEANS

To approve issuance of Non-Convertible Debentures (NCD's) upto Rs. 5,000 crores on a private placement basis and to confer authorization in this regard and matters related thereto.

"RESOLVED THAT in accordance with Section 42, 71, 179(3)(c) and other applicable provisions, if any, of the Companies Act, 2013 and in accordance with Rule 14(2) and other applicable provisions of Companies (Prospectus and Allotment of Securities) Rules, 2014, Companies (Share Capital and Debentures) Rules, 2014, and all other regulations, as may be applicable and subject to approval of the Shareholders of the Company and the consents, approvals, permissions and sanctions of the concerned statutory and regulatory authorities, if and to the extent necessary, the consent of the Board of Directors of the Company be and is hereby accorded to create, offer, invite, issue, subscribe, allot unsubordinated or subordinated, perpetual or non-perpetual, rated or unrated, secured or unsecured, non-convertible debentures (NCD's), (hereinafter collectively referred as "Securities") on a private placement basis, in one or more modes or combinations thereof and in one or more series or tranches, from the date of shareholder's resolution for approval of issue of NCDs, with or without security, up to an amount outstanding at any point of time not exceeding Rs. 5,000 crores (Rupees Five Thousand Crores) on such terms and conditions, at par, premium or discount, to such person or persons, including but not limited to one or more companies, bodies corporate(s), statutory corporations, commercial banks, lending agencies, financial institutions, insurance companies, mutual funds, alternative investment funds, pension/provident funds and individuals, as the case may be as the Board of Directors of the Company may decide in its absolute discretion."

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

- i. To identify/select class of person /investor to whom such Securities to be issued.
- ii. To determine the terms of the issue including issue size, tranches, face value, issue price, number of NCDs to be allotted, rate of interest, premium/ discount, tenor, redemption period, rating, security, mode of issuance, objects of the issue, etc.
- iii. negotiate, approve of and decide the terms and conditions of the issue of the said debentures.
- iv. execute term sheet/s;
- v. finalize terms and conditions of the appointment of an arranger, a debenture trustee, a registrar and transfer agent, a credit rating agency, a depository and such other intermediaries as may be required to be appointed, including their successors and their agents.
- vi. secure, if required, the amounts to be raised pursuant to the issue of the Debentures, together with all interest and other charges accrued thereon as may be required in terms of the issuance of the Debentures.

Keertana Finserv Limited (Formerly Known as Keertana Finserv Private Limited and Rajshree Tracom Private Limited)

Regd. Office: Office No 919, 9th Floor, 4A, Regus Grandeur, Abanindra Nath Thakur Sarani, PS Arcadia Central (Camac Street), Park Street, Kolkata, West Bengal - 700016.

Administrative Office: Plot No. 31 & 32, Ramky Selenium Towers, Tower A, Financial District, Nanakramguda, Hyderabad, Telangana-500032.

Contact Number: 18008430213, E-mail ID: secretarial@keertana.co, CIN: U65100WB1996PLC077252, Website: <https://keertanafin.in/>

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- vii. the appointment of National Securities Depository Limited ("NSDL") and/or Central Depository Services (India) Limited ("CDSL") as the depositories for the proposed issuance of the Debentures.
- viii. authorise various persons from time to time to sign and execute the transaction documents to be executed in relation to the Debentures.
- ix. Decide upon the date of opening and closing of the debenture issue and the period for which the aforesaid issue will remain open.
- x. finalize the date of allocation and deemed date of allotment of the debentures.
- xi. negotiate, execute, file and deliver any documents, instruments, deeds, amendments, papers applications, notices or letters as may be required in connection with the debenture issue and deal with regulatory authorities in connection with the debenture issue including but not limited to SEBI, Registrar of Companies, Ministry of Corporate Affairs, Company Law Board, Stock Exchanges and such other authorities as may be required;
- xii. including without limitation, approve, negotiate, sign, execute, amend, supplement and / or issue the following:
 - a) information memorandum / private placement offer letter/ shelf disclosure document /disclosure document for the Debenture Issue (the "Information Memorandum");
 - b) tripartite agreement between the Company, the depository and the registrar and transfer agent.
 - c) the memorandum of understanding between the Company and the registrar and transfer agent.
 - d) debenture certificate for the debentures.
 - e) debenture trust deed, mortgage, deed, deed of hypothecation and other requisite documents for the creation of security over the Company's movable properties and assets, (including any powers of attorney in connection thereto);
 - f) documents for opening of bank accounts and issuing instructions of bank accounts related thereto in connection with the Debentures including without limitation for the purposes of recognizing the rights of the debenture trustee to operate such bank accounts.
 - g) any other documents required for the purposes of the debenture issue and the transactions contemplated thereby, including but not limited to letters of undertaking, declarations, agreements, reports; and
 - h) any other document designated as a security document by the debenture trustee.
- xiii. approve allotment of the NCD's.
- xiv. buy back / redeem / repurchase of the NCDs in case of put option and reissue of same to the new investors
- xv. do all act necessary for the proposed listing of the debentures in accordance with the terms set out in the Information Memorandum, wherever applicable
- xvi. delegate any of the powers in respect of the issuance of NCDs on private placement to any directors or officers of the Company, including by the grant of power of attorney;
- xvii. seeking, if required, the consent of the Company's lenders, parties with whom the Company has entered into various commercial and other agreements, all concerned government and regulatory authorities in India and any other consents that may be required in connection with the issue and allotment of the NCDs; and

Keertana Finserv Limited (Formerly Known as Keertana Finserv Private Limited and Rajshree Tracom Private Limited)
Regd. Office: Office No 919, 9th Floor, 4A, Regus Grandeur, Abanindra Nath Thakur Sarani, PS Arcadia Central (Carnac Street), Park Street, Kolkata, West Bengal - 700016.
Administrative Office: Plot No. 31 & 32, Ramky Selenium Towers, Tower A, Financial District, Nanakramguda, Hyderabad, Telangana-500032.
Contact Number: 18008430213, E-mail ID: secretarial@keertana.co, CIN: U65100WB1996PLC077252, Website: <https://keertanafin.in/>

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

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

//Certified True Copy//

For Keertana Finserv Limited
VIJAYA SIVARAMI
REDDY VENDIDANDI
Digitally signed by VIJAYA
SIVARAMI REDDY VENDIDANDI
Date: 2026.07.27 17:11:10
+05'30'
Mr. Vijaya Sivarami Reddy Vendidandi
Director
DIN: 03169778

For Keertana Finserv Limited
PADMAJA
GANGIREDDY
Digitally signed by
PADMAJA GANGIREDDY
Date: 2026.07.27 17:09:33
+05'30'
Padmaja Gangireddy
Managing Director
DIN: 00004842

Keertana Finserv Limited (Formerly Known as Keertana Finserv Private Limited and Rajshree Tracom Private Limited)
Regd. Office: Office No 919, 9th Floor, 4A, Regus Granduer, Abanindra Nath Thakur Sarani, PS Arcadia Central (Camac Street), Park Street, Kolkata, West Bengal - 700016.
Administrative Office: Plot No. 31 & 32, Ramky Selenium Towers, Tower A, Financial District, Nanakramguda, Hyderabad, Telangana-500032.
Contact Number: 18008430213, E-mail ID: secretarial@keertana.co, CIN: U65100WB1996PLC077252, Website: <https://keertanafin.in/>



CERTIFIED TRUE COPY OF THE RESOLUTION PASSED AT THE EXTRA-ORDINARY GENERAL MEETING OF THE MEMBERS OF KEERTANA FINSERV LIMITED HELD AT 05:00 PM ON THURSDAY, 9TH DAY OF JULY 2026 AT THE ADMINISTRATIVE OFFICE OF THE COMPANY SITUATED AT PLOT NO. 31 & 32, RAMKY SELENIUM TOWERS, TOWER A, FINANCIAL DISTRICT, NANAKRAMGUDA, HYDERABAD, TELANGANA-500032 AND THROUGH PHYSICAL AND THROUGH VIDEO CONFERENCE / OTHER AUDIO-VISUAL MEANS

To borrow in excess of the limits provided under section 180(1) of the Companies Act, 2013 – Passed as a Special Resolution

a. Increase in Borrowing Powers of the Board of Directors pursuant to Section 180(1)(c) of the Companies Act, 2013.

“RESOLVED THAT in supersession of the earlier Special Resolution passed by the Members at the Extra-Ordinary General Meeting held on August 12, 2025, and pursuant to the provisions of Section 180(1)(c) and other applicable provisions, if any, of the Companies Act, 2013, read with the rules made thereunder (including any statutory modification(s) or re-enactment thereof for the time being in force), the consent of the Members of the Company be and is hereby accorded to the Board of Directors of the Company (hereinafter referred to as the “Board”, which term shall include any Committee thereof, including the Asset Liability Management Committee, to which the powers of the Board may be delegated) to borrow, from time to time, any sum or sums of money by way of loans, credit facilities or through the issue of convertible or non-convertible securities (including fully or partly convertible debentures, non-convertible debentures with or without detachable or non-detachable warrants, notes/bonds, commercial papers, or any other debt instruments), or by any other permissible mode, from banks, financial institutions, bodies corporate, firms or any other persons, whether in India or abroad, whether unsecured or secured by mortgage, charge, hypothecation or lien or pledge on the Company’s assets, licences and properties, whether immovable or movable, work- in-progress and all or any of the undertaking of the Company, on such terms and conditions as the Board may deem fit, the outstanding borrowings of the Company, excluding temporary loans obtained from the Company’s bankers in the ordinary course of business, may exceed the aggregate of the paid-up share capital, free reserves and securities premium of the Company, provided that the **borrowings outstanding at any point in time shall not exceed Rs. 10,000 Crore (Rupees Ten Thousand Crore only)**, comprising:

(i) **Rs. 5,000 Crore** towards Non-Convertible Debentures (NCDs);

(ii) **Rs. 3,000 Crore** towards other borrowings, including Term Loans (TL), Working Capital (WC), Pass-Through Certificates (PTC) and other instruments; and

(iii) **Rs. 2,000 Crore** towards Direct Assignment,

as may be determined by the Board from time to time, in accordance with the business requirements of the Company.

RESOLVED FURTHER THAT the Board be and is hereby authorised to do all such acts, deeds, matters and things, execute all such documents, agreements, deeds, writings and instruments, and to delegate all or any of the powers conferred herein to any Committee of the Board, the Managing Director, any Director, the Chief Financial Officer, the Company Secretary or any other officer(s) of the Company, as may be necessary, desirable or expedient to give effect to this Resolution.”

Keertana Finserv Limited (Formerly Known as Keertana Finserv Private Limited and Rajshree Tracom Private Limited)
Regd. Office: Office No 919, 9th Floor, 4A, Regus Granduer, Abanindra Nath Thakur Sarani, PS Arcadia Central (Camac Street), Park Street, Kolkata, West Bengal - 700016.
Administrative Office: Plot No. 31 & 32, Ramky Selenium Towers, Tower A, Financial District, Nanakramguda, Hyderabad, Telangana-500032.
Contact Number: 18008430213, E-mail ID: secretarial@keertana.co, CIN: U65100WB1996PLC077252, Website: <https://keertanafin.in/>

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b. Increase in authorization to the Board of Directors pursuant to Section 180 (1)(a) of the Companies Act, 2013

“RESOLVED THAT in supersession of the earlier resolution passed at the Extra-Ordinary General meeting held on August 12, 2025 and pursuant to section 180(1)(a) and other applicable provisions, if any, of the Companies Act, 2013 (the ‘Act’) and rules framed thereunder, as amended from time to time, the consent of the members of the Company be and is hereby accorded to the Board / Asset-Liability Management Committee to sell, lease or otherwise dispose of and/or create such mortgages/ charges in addition to the existing mortgages, charges, hypothecations and other encumbrances, on the whole or substantially the whole of undertakings of the Company, including the present and/or future properties, whether movable or immovable, as the case may be, in favour of Banks/Financial Institutions, lenders and trustees for the holders of debentures/bonds/other instruments to secure rupee/foreign currency loans, debentures, convertible bonds and/or other securities (hereinafter collectively referred to as ‘Loans’), borrowed or to be borrowed for the due payment of the Principal together with interest, charges, costs, expenses and all other monies payable by the Company or any third party in respect of such borrowings, provided that the maximum extent of the outstanding indebtedness secured by the tangible or intangible assets of the Company at any point of time does not exceed the sum of Rs. 10,000 Crore (Rupees Ten Thousand Crores only, where Rs. 5000 Crores for Non-Convertible Debentures (NCDs), Rs. 3000 Crores towards other borrowings, including Term Loans (TL), Working Capital (WC), Pass-Through Certificates (PTC) and other instruments, and Rs. 2000 Crores for Direct Assignment) as required from time to time.

RESOLVED FURTHER THAT the Board be and is hereby authorised to obtain any other approval or consent that may be needed, to execute the documents for creating the aforesaid mortgages and/or charges and to do all such acts and things as may be necessary for giving effect to the above resolution.”

//Certified True Copy//

For Keertana Finserv Limited
VIJAYA SIVARAMI
REDDY VENDIDANDI
Digitally signed by VIJAYA
SIVARAMI REDDY VENDIDANDI
Date: 2026.07.27 17:10:43
+05'30'
Mr. Vijaya Sivarami Reddy Vendidandi
Director
DIN: 03169778

For Keertana Finserv Limited
PADMAJA
GANGIREDDY
Digitally signed by
PADMAJA GANGIREDDY
Date: 2026.07.27
17:10:19 +05'30'
Padmaja Gangireddy
Managing Director
DIN: 00004842

Keertana Finserv Limited (Formerly Known as Keertana Finserv Private Limited and Rajshree Tracom Private Limited)
Regd. Office: Office No 919, 9th Floor, 4A, Regus Grandeur, Abanindra Nath Thakur Sarani, PS Arcadia Central (Camac Street), Park Street, Kolkata, West Bengal - 700016.
Administrative Office: Plot No. 31 & 32, Ramky Selenium Towers, Tower A, Financial District, Nanakramguda, Hyderabad, Telangana-500032.
Contact Number: 18008430213, E-mail ID: secretarial@keertana.co, CIN: U65100WB1996PLC077252, Website: <https://keertanafin.in/>

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ANNEXURE VII: DUE DILIGENCE CERTIFICATE OF THE DEBENTURE TRUSTEE

[●]

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ANNEXURE VIII: CONSENT LETTER OF THE REGISTRAR AND TRANSFER AGENT



MUFG India India Private Limited
(Formerly Link India India Private Limited)
CIN: L27100MH1999PTC100000
Registered Address:
C-101, 10th Floor, 247 Park, L.B.S. Marg,
Vikhroli (West), Mumbai - 400083.
Tel: +91 22 4978 6080
Website: www.mufgindia.com

September 07, 2026

To
Keertana Finserv Limited (Formerly known as Keertana Finserv Private Limited)
Ramky Selenium Towers, 2nd Floor, Plot No 31 & 32,
Financial District, Nanaknagar, Hyderabad - 500032.

Dear Sir/Madam,

Sub: Consent to act as registrar to the proposed issue and allot up to 5,00,000 (Five lakhs) senior, secured, rated, listed, redeemable, non-convertible debentures each having a face value of INR 10,000/- (Indian Rupees Ten Thousand), aggregating to INR 500,00,00,000/- (Indian Rupees five hundred Crores) ("debentures") in dematerialised form on a private placement basis ("issue") by Keertana Finserv Limited (formerly known as Keertana Finserv Private Limited) (the "company") or ("issuer").

We refer to the subject issue and hereby accept our appointment as 'registrar' for electronic connectivity provider for issue and allot up to 5,00,000 (Five lakhs) senior, secured, rated, listed, redeemable, non-convertible debentures each having a face value of INR 10,000/- (Indian Rupees Ten Thousand), aggregating to INR 500,00,00,000/- (Indian Rupees five hundred Crores) ("debentures") in dematerialised form on a private placement basis ("issue") by Keertana Finserv Limited (formerly known as Keertana Finserv Private Limited) (the "company") or ("issuer") and give our consent to incorporate our name as "registrar to the issue" to the offer document.

Our Permanent SEBI Registration No.: INR000004058

Respectfully,
Yours Sincerely,

For MUFG India India Private Limited

Ganesh Redkar
Senior Associate Vice President Regulatory Operations

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

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ANNEXURE IX: LAST AUDITED FINANCIAL STATEMENTS

Please find the Audited Financial Statements attached via web-link below:

https://drive.google.com/drive/folders/1QrcOnc6JULPX25Gz19N0-s7IbT0oYmgO?usp=drive_link

The Issuer shall obtain prior approval from the Debenture Trustee before utilizing the window advertisement option, in compliance with the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015, as amended, modified, or restated from time to time.

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ANNEXURE X: SPECIFIC DISCLOSURES REQUIRED FROM NBFC

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

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

Name of Product	Gold Loans
Target customer segment	Agri & Allied, Salaried, Self Employed & Wage laboureres
Loan Amt (range of ticket size)	1,000 onwards
Range of Tenor	As per the policy of the company
Repayment Frequency	Monthly/Quarterly/any other frequency as determined as per the policy of the company
Moratorium	NA
Security	Gold Jewellery and ornaments as per the RBI guidelines

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

Nil

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

Cycle wise

Loan cycle	Total Principal Outstanding (In Crs)	% of AUM
1	945.43	21%
2	382.42	9%
3	290.77	6%
4	262.16	6%
5	232.18	5%
>5	2,365.87	53%
Total	4,478.83	100%

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Product wise

Loan product	Total Principal Outstanding (In Crs)	% of AUM
Gold Loans	4,284.47	96%
MSME - LAP Loans	80.37	2%
MSME - Home Loans	80.28	2%
Group Loans	29.61	1%
MSME - Business Loans	4.11	0%
Total	4,478.83	100%

IRR wise

IRR, omitting processing fee	Total Principal Outstanding (In Crs)	% of AUM
<10	-	
10-12	382.62	9%
12-15	370.21	8%
15-18	159.32	4%
18-20	666.08	15%
20-22	400.10	9%
22-24	329.03	7%
24-26	2,160.85	48%
>26	10.63	0%
Total	4,478.83	100%

- (iv) Aggregated exposure to the top 20 borrowers with respect to the concentration of advances, exposures to be disclosed in the manner as prescribed by RBI in its stipulations on Corporate

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Governance for NBFCs or HFCs, from time to time;

Aggregate principal exposure to the top 20 borrowers is INR 24.005 Cr as on 30-06-2026

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

Particulars	As on June 2026 in Rs. Cr
Standard	4,392.82
NPA	36.51
Off Book	49.50
Total	4,478.83

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

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

Category	Total Principal Outstanding (In Crs)	% of AUM
Agri & Allied	3,628.70	81.02%
Business Assets	1.13	0.03%
Consumption	17.61	0.39%
Education Expenses	0.01	0.00%
Home Assets	25.07	0.56%
Manufacturing	95.12	2.12%
Services	252.29	5.63%
Trading	458.92	10.25%
Total	4,478.83	100.00%

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

Particulars IN Rs. Cr	Mar-23	Mar-24	Mar-25	Mar-26	Jun-26
GNPA	0.05	0.73	8.51	9.45	8.25
NNPA	0.00	0.00	9.05	9.66	9.17
GNPA%	.01%	.05%	.77%	.99%	0.83%

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NNPA%	0%	0%	.38%	.50%	0.42%
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3. Quantum and percentage of secured vis-à-vis unsecured borrowings granted by NBFCs; and

Particulars	As on 30-06-2026	
	Amount Rs. In Cr	% Of Outstanding
Banks	4,17,28,84,939.05	10.35%
NBFC's	36,14,47,83,176.05	89.65%
Others	0	0%
Total	40,31,76,68,115.11	100%

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

Nil

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

1. Classification of loans/ advances given according to:

Sl. No.	Type of loans	Rs Cr
1	Secured	99.25%
2	Unsecured	0.75%
	Total assets under management (AUM)*^	4,478.83

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

2. Denomination of loans outstanding by loan-to-value

LTV	Total Principal Outstanding (In Crs)	% of AUM
<50	43.04	0.0096
50-60	65.99	0.0147
60-70	335.26	0.0749
70-75	357.05	0.0797
75-80	577.46	0.1289
80-85	3100.04	0.6921

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Total	4,478.83	1.0000
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3. Sectoral exposure:

Category	Total Principal Outstanding (In Crs)	% of AUM
Agri & Allied	3,628.70	81.02%
Business Assets	1.13	0.03%
Consumption	17.61	0.39%
Education Expenses	0.01	0.00%
Home Assets	25.07	0.56%
Manufacturing	95.12	2.12%
Services	252.29	5.63%
Trading	458.92	10.25%
Total	4,478.83	100.00%

4. Denomination of loans outstanding by ticket size*:

Loan Ticket Size Bucket	Number of Loans	Total Principal Outstanding (In Crs)	% of AUM
<50000	64,121	171.88	4%
50000 - 100000	53,989	287.05	6%
100000-150000	22,113	265.70	6%
150000-200000	16,779	287.83	6%
200000-300000	26,685	646.11	14%
300000-400000	15,974	536.56	12%
400000-500000	9,758	420.01	9%
500000-600000	6,459	339.31	8%
600000-700000	4,155	259.45	6%
700000-800000	2,935	210.12	5%
800000-900000	2,033	165.36	4%

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900000-1000000	1,361	124.72	3%
> 1000000	5,135	764.72	17%
Total	2,31,497	4,478.83	100%

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

5. Geographical classification of borrowers:

Top 5 states borrower wise

State	Principal Outstanding of Active Loans (In Crs)	% of AUM
Andhra Pradesh	3,519.75	78.59%
Karnataka	94.30	2.11%
Orissa	11.64	0.26%
Pondicherry	12.94	0.29%
Tamil Nadu	8.65	0.19%
Telangana	831.55	18.57%
Total	4,478.83	100.00%

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

Movement of gross NPA:

Movement of gross NPA*	Rs. Crore
Opening gross NPA	39.69
- Net Additions/(Reduction) during the year	1.44
Closing balance of gross NPA	38.25

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

7. Movement of provisions for NPA

Movement of provisions for NPA	Rs. Crore
Opening balance	33.39
- Provisions made during the year	
- Write-off/ write-back of excess provisions	149.57
Closing balance	32.02

8. Segment-wise gross NPA:

Category	Total Principal Outstanding (In Crs)	
Agri & Allied		81.02%

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	3,628.70	
Business Assets	1.13	0.03%
Consumption	17.61	0.39%
Education Expenses	0.01	0.00%
Home Assets	25.07	0.56%
Manufacturing	95.12	2.12%
Services	252.29	5.63%
Trading	458.92	10.25%
Total	4,478.83	100.00%

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

Particulars	1 to 7 days	8 to 14 days	15 to 30/31 days	> 1 Month to 2 Months	> 2 Month to 3 Months	> 3 Months to 6 Months	> 6 Months to 1 Year	> 1 Year to 3 Year	> 3 Year to 5 Year	> 5 Year	Total
Bucket	1	2	3	4	5	6	7	8	9	10	11
Public Deposits	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Loans and Advances (ASSET)	21435.43	22456.74	46607.59	91772.33	84070.67	14793.512	30749.75	5769.10	4291.92	4062.06	21435.43
Investments	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	12.21	0.12
Borrowings (Other than Public Deposits)	3415.01	1367.25	10365.40	18458.96	14740.79	64750.98	13453.938	15154.309	19500.00	0.00	3415.01

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Foreign Currenc y Assets	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Foreign Currenc y Lia- bilities	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

10. Disclosure of latest ALM statements to stock exchange: (in lakhs)

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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	14529.05	14529.05
(i) Equity Capital	Y020	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	14529.05	14529.05
(ii) Perpetual / Non Redeemable Preference Shares	Y030	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(iii) Non-Perpetual / Redeemable Preference Shares	Y040	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(iv) Others	Y050	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2.Reserves & Surplus (i+ii+iii+iv+vi+vii+viii+ix+xi+xii+xiii+xiv)	Y060	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	76524.50	76524.50
(i) Share Premium Account	Y070	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	50002.59	50002.59
(ii) General Reserves	Y080	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(iii) Statutory/Special Reserve (Section 45-IC reserve to be shown separately below item no.(vii))	Y090	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(iv) Reserves under Sec 45-IC of RBI Act 1934	Y100	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5674.07	5674.07
(v) Capital Redemption Reserve	Y110	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(vi) Debenture Redemption Reserve	Y120	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(vii) Other Capital Reserves	Y130	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(viii) Other Revenue Reserves	Y140	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(ix) Investment Fluctuation Reserves/ Investment Reserves	Y150	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(x) Revaluation Reserves (a+b)	Y160	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(a) Revl. Reserves - Property	Y170	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(b) Revl. Reserves - Financial Assets	Y180	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(xi) Share Application Money Pending Allotment	Y190	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(xii) Others (Please mention)	Y200	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(xiii) Balance of profit and loss account	Y210	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	20847.84	20847.84
3.Gifts, Grants, Donations & Benefactions	Y220	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
4.Bonds & Notes (i+ii+iii)	Y230	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(i) Plain Vanilla Bonds (As per residual maturity of the instruments)	Y240	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(ii) Bonds with embedded call / put options including zero coupon / deep discount bonds (As per residual period for the earliest exercise date for the embedded option)	Y250	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(iii) Fixed Rate Notes	Y260	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
5.Deposits (i+ii)	Y270	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(i) Term Deposits from Public	Y280	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(ii) Others	Y290	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
6.Borrowings (i+ii+iii+iv+vi+vii+viii+ix+xi+xii+xiii+xiiv)	Y300	3415.01	1367.25	10365.40	18458.96	14740.79	64750.98	134539.38	151543.09	19500.00	0.00	418680.86
(i) Bank Borrowings (a+b+c+d+e+f)	Y310	1491.48	300.72	1226.38	3520.47	7940.09	7794.51	9987.46	3129.32	0.00	0.00	35390.44
a) Bank Borrowings in the nature of Term Money Borrowings (As per residual maturity)	Y320	1491.48	300.72	1226.38	3520.47	6440.09	4294.51	9987.46	3129.32	0.00	0.00	30390.44
b) Bank Borrowings in the nature of WCDL	Y330	0.00	0.00	0.00	0.00	1500.00	3500.00	0.00	0.00	0.00	0.00	5000.00
c) Bank Borrowings in the nature of Cash Credit (CC)	Y340	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
d) Bank Borrowings in the nature of Letter of Credit (LCs)	Y350	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
e) Bank Borrowings in the nature of ECBS	Y360	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
f) Other bank borrowings	Y370	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(ii) Inter Corporate Deposits (Other than Related Parties) (These being institutional / wholesale deposits, shall be slotted as per their residual maturity)	Y380	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(iii) Loans from Related Parties (including ICDs)	Y390	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(iv) Corporate Debts	Y400	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(v) Borrowings from Central Government / State Government	Y410	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(vi) Borrowings from RBI	Y420	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(vii) Borrowings from Public Sector Undertakings (PSUs)	Y430	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(viii) Borrowings from Others (Please specify)	Y440	1923.53	352.24	4336.45	7138.49	5692.36	15801.95	15537.55	26438.68	0.00	0.00	77221.26
(ix) Commercial Papers (CPs)	Y450	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Of which: (a) To Mutual Funds	Y460	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(b) To Banks	Y470	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(c) To NBFCs	Y480	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(d) To Insurance Companies	Y490	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(e) To Pension Funds	Y500	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(f) To Others (Please specify)	Y510	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(x) Non - Convertible Debentures (NCDs) (A+B)	Y520	0.00	714.29	4802.57	7800.00	1108.33	41154.52	109014.37	121975.09	0.00	0.00	286569.17
A. Secured (a+b+c+d+e+f+g)	Y530	0.00	714.29	4802.57	7800.00	1108.33	41154.52	109014.37	121975.09	0.00	0.00	286569.17
Of which: (a) Subscribed by Retail Investors	Y540	0.00	714.29	4802.57	7800.00	1108.33	41154.52	109014.37	101583.42	0.00	0.00	266177.50
(b) Subscribed by Banks	Y550	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(c) Subscribed by NBFCs	Y560	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(d) Subscribed by Mutual	Y570	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(e) Subscribed by Insurance Companies	Y580	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(f) Subscribed by Pension Funds	Y590	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(g) Others (Please specify)	Y600	0.00	0.00	0.00	0.00	0.00	0.00	0.00	20391.67	0.00	0.00	20391.67
B. Un-Secured (a+b+c+d+e+f+g)	Y610	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Of which: (a) Subscribed by Retail Investors	Y620	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(b) Subscribed by Banks	Y630	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(c) Subscribed by NBFCs	Y640	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(d) Subscribed by Mutual	Y650	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(e) Subscribed by Insurance Companies	Y660	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(f) Subscribed by Pension Funds	Y670	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(g) Others (Please specify)	Y680	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(xi) Convertible Debentures (A+B)												

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- 11. In case the issuer is a Non-Banking Finance Company (NBFC) and the objects of the issue entail loan to any entity who is a 'group company' then disclosures shall be made in the following format:**

Nil

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ANNEXURE XI: CONSENT LETTER FROM THE MERCHANT BANKER

[●]



September 07, 2026

To,
KEERTANA FINSERV LIMITED
CIN: U65100WB1996PLC077252

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

Dear Sir/Madam,

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

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

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

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

Thanking you,

For SKI Capital Services Limited

Manick Wadhwa
Authorized Signatory
dom@skicapital.net

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

ANNEXURE XII: DUE DILIGENCE CERTIFICATE FROM THE MERCHANT BANKER

[•]

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

GENERAL INFORMATION DOCUMENT



KEERTANA FINSERV LIMITED
(Formerly Known as Keertana Finserv Private Limited)
("Issuer" / "Company")

A limited company incorporated under the Companies Act, 1956 and validly existing under the Companies Act, 2013.
General Information Document for issue of Non-Convertible Securities on a private placement basis dated:
October 16, 2025

ISSUE OF [SENIOR/ SUBORDINATED/ UNSUBORDINATED], [UNSECURED/ SECURED], LISTED, RATED, REDEEMABLE, [PRINCIPAL PROTECTED MARKET LINKED] NON-CONVERTIBLE DEBENTURES AGGREGATING FOR AN AMOUNT AS SHALL BE MORE PARTICULARLY SET OUT IN THE KEY INFORMATION DOCUMENT, IN MULTIPLE TRanches / ISSUANCES, FOR CASH, AT PAR OR AT PREMIUM OR AT DISCOUNT, UNDER THE SAME ISIN OR DIFFERENT ISIN, IN A DEMATERIALIZED FORM ON A PRIVATE PLACEMENT BASIS (THE "ISSUE") BY KEERTANA FINSERV LIMITED (FORMERLY KNOWN AS KEERTANA FINSERV PRIVATE LIMITED) (THE "COMPANY") OR ("ISSUER").

THIS GENERAL INFORMATION DOCUMENT SHALL ALSO APPLY FOR LISTING OF COMMERCIAL PAPERS AND SUCH OTHER PERMISSIBLE SECURITIES BY THE COMPANY IN TERMS OF THE SECURITIES AND EXCHANGE BOARD OF

PART A: DISCLOSURES AS PER SEBI NCS Regulations:

*** Please refer pages 1-4 for all information required to be placed on the front page of a General Information Document as per Schedule I of the Securities and Exchange Board of India (Issue and Listing of Non-Convertible Securities) Regulations, 2021.*

Please see below the disclosures as required under the terms of the SEBI NCS Regulations (as defined below):

The below disclosures as set out in this General Information Document shall be valid and applicable unless otherwise modified in the respective Key Information Document as shall be issued by the Issuer from time to time.

This General Information Document is valid for a period of 1 (one) year.

S. No.	Particulars	Relevant Disclosure
1.	Corporate Identity Number of the Issuer:	U65100WB1996PLC077252
2.	Permanent Account Number of the Issuer:	AABCR4808B
3.	Date and place of Incorporation of the Issuer:	Date of incorporation: 14/02/1996 Place of incorporation: West Bengal, India
4.	Latest registration / identification number issued by any regulatory authority which regulates the Issuer (in this case the RBI):	B.05.03970
5.	Registered Office address of the Issuer:	Office No 919, 9 th Floor, 4A, Regus Granduer, Abanindra Nath Thakur Sarani, PS Arcadia Central (Camac Street) Park Street Kolkata - 700016, West Bengal, India

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S. No.	Particulars	Relevant Disclosure
6.	Corporate Office address of the Issuer:	Ramky Selenium Towers, 2 nd Floor, Plot No 31 Part & 32, Financial District, Nanakramguda, Hyderabad - 500032.
7.	Telephone No of the Issuer:	+91-40-4878 7000
8.	Details of Compliance officer of the Issuer:	Name: Mr. Rajendra Kavikondala Telephone Number: 8247299235 Email address: rajendra.kavikondala@keertana.co
9.	Details of Company Secretary of the Issuer:	Name: Rajendra Kavikondala Telephone Number: +91- 8247299235 Email address: secretarial@keertana.co
10.	Details of Chief Financial Officer of the Issuer:	Name: Vendidandi Revan Saahith Reddy Telephone Number: +91- 8328115386 Email address: revan.saahith@keertana.co
11.	Details of Promoters of the Issuer:	(a) Name: Ms. Padmaja Gangireddy, Managing Director Telephone Number: 9000877745 Email address: padmaja.reddy@keertana.co (b) Name: Mr. Vijaya Sivarami Reddy Vendidandi, Director Telephone Number: 8328314242 Email address: vsrreddy63@gmail.com (c) Name: Vendidandi Revan Saahith Reddy Telephone Number: +91- 8328115386 Email address: revan.saahith@keertana.co
12.	Website address of the Issuer:	www.keertanafin.in
13.	Email address of the Issuer:	secretarial@keertana.co
14.	Details of debenture trustee for the Issue:	As set out in the respective Key Information Document
15.	Details of credit Rating Agent for the Issue:	As set out in the respective Key Information Document
16.	Details of Registrar to the Issue:	As set out in the respective Key Information Document
17.	Details of Statutory Auditor:	 G C REDDY & ASSOCIATES CHARTERED ACCOUNTANTS Logo: Name: G V C A & Associates (formerly known as G C Reddy & Associates), Chartered Accountants Address: Plot No. 1069, Road No. 53, Sri Ayyappa Society, Madhapur, Hyderabad - 500081 Website: https://gcra.in/ Email address: gvreddyca@yahoo.com Telephone Number: +91-9989799099 Contact Person: CA Vijendra Gaddam Peer Review Certificate no.: 014514
18.	Details of Merchant Banker:	As set out in the respective Key Information Document
19.	Disclosure of filing	Given this is a private placement of non-convertible securities, there shall be no requirement of filing the same with the Registrar of Companies pursuant to the Section 26(4) of the Act.
20.	Date of General Information Document	October 16, 2025. This General Information Document is valid for a period of 1 (one) year from the first issue opening date.
21.	Type of General Information Document	This General Information Document is being issued in relation to the private placement basis of Non-Convertible Securities.
22.	The nature, number, price and amount of securities offered and issue size (base issue or green shoe), as may be applicable	Base Issue: Kindly refer to the respective Key Information Document Green Shoe: Kindly refer to the respective Key Information Document
23.	The aggregate amount proposed	Not applicable.

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S. No.	Particulars	Relevant Disclosure
	to be raised through all the stages of offers of non-convertible securities made through the General Information Document (applicable only in case of public issuance);	
24.	Issue Schedule	Date of opening of the Issue: As set out in the respective Key Information Document Date of closing of the Issue: As set out in the respective Key Information Document Date of earliest closing of the Issue (if any): As set out in the respective Key Information Document This General Information Document shall be issued as on October 16, 2025 and shall be valid for a period of 1 (one) year from the first issue opening date under this General Information Document.
25.	Credit Rating of the Issue	As set out in the respective Key Information Document.
26.	All the ratings obtained for the private placement of Issue	Please refer to S.no 25 (<i>Credit Rating of the Issue</i>) above.
27.	The name(s) of the stock exchanges where the securities are proposed to be listed, subject to change	The Non-Convertible Securities are proposed to be listed on the wholesale debt market of the BSE Limited ("BSE") and / or National Stock Exchange of India Limited ("NSE") Please refer to Annexure VII (<i>In-Principle approval received from BSE</i>) of this General Information Document for the in-principle approval for listing obtained from BSE). BSE shall be the 'Designated Stock Exchange' for the purpose of maintenance of the recovery expense fund prescribed by SEBI under the SEBI Debenture Trustees Circular, as may be amended from time to time.
28.	The details about eligible investors;	As shall be more particularly set out in the respective Key Information Document.
29.	Coupon rate, coupon payment frequency, redemption date, redemption amount and details of debenture trustee	As specified in the respective Key Information Document. The details of Debenture Trustee are provided under S. No. 14 of this table above.
30.	Nature and issue size, base issue and green shoe option, if any, shelf or tranche size, each as may be applicable	Issue Size - Kindly refer to the respective Key Information Document Base Issue Size - As set out in the respective Key Information Document. Green shoe option - As set out in the respective Key Information Document.
31.	Details about underwriting of the issue including the amount undertaken to be underwritten by the underwriters;	Kindly refer to the respective Key Information Document
32.	Inclusion of a compliance clause in relation to electronic book mechanism and details pertaining to the uploading the General Information Document on the Electronic Book Provider Platform, if applicable.	Kindly refer to the respective Key Information Document.
33.	Specific declaration requested by BSE: non-equity regulatory capital	Kindly refer to the respective Key Information Document

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Background

This General Information Document (as defined below) is related to the issue of senior / unsubordinated, secured / unsecured, rated, listed, non-convertible securities to be issued in multiple tranches/issuances, secured / unsecured, principle protected or not, market linked or not, redeemable / perpetual, green debt securities or not, for cash at par or at premium or at discount, in a dematerialised form on a private placement basis by **Keertana Finserv Limited (Formerly Known as Keertana Finserv Private Limited)** (the “**Issuer**” or “**Company**”) and contains relevant information and disclosures required for the purpose of issuing of the Non-Convertible Securities. The issue of the Non-Convertible Securities comprised in the Issue and described under this General Information Document shall be authorised by the Issuer through resolutions of the shareholders of the Issuer and the Board of Directors of the Issuer, the details of which shall be more particularly set out in the respective Key Information Document and has been authorised by the Memorandum and Articles of Association of the Company. The details of the corporate authorizations i.e. the resolution passed by the board of directors of the Issuer and the resolution passed by the shareholders of the Issuer shall be set out in each of the relevant Key Information Document that shall be issued by the Company from time to time for the purpose of issuance of the Non-Convertible Securities. The Issuer shall ensure that at all times, such relevant issuance of the Non-Convertible Securities shall be within the limits as shall be prescribed in such relevant resolution.

THIS GENERAL INFORMATION DOCUMENT IS NEITHER A PROSPECTUS NOR A STATEMENT IN LIEU OF A PROSPECTUS AND DOES NOT CONSTITUTE AN OFFER TO THE PUBLIC GENERALLY TO SUBSCRIBE FOR OR OTHERWISE ACQUIRE THE NON-CONVERTIBLE SECURITIES TO BE ISSUED UNDER THE ISSUE.

THIS GENERAL INFORMATION DOCUMENT IS PREPARED AND ISSUED IN CONFORMITY WITH THE SECURITIES AND EXCHANGE BOARD OF INDIA (ISSUE AND LISTING OF NON-CONVERTIBLE SECURITIES) REGULATIONS, 2021, ISSUED VIDE NOTIFICATION NUMBER SEBI/LAD-NRO/GN/2021/ 39 DATED 09TH AUGUST 2021, AS AMENDED FROM TIME TO TIME, READ WITH THE CIRCULARS ISSUED THEREUNDER; THE MASTER CIRCULAR FOR ISSUE AND LISTING OF NON-CONVERTIBLE SECURITIES, SECURITISED DEBT INSTRUMENTS, SECURITY RECEIPTS, MUNICIPAL DEBT SECURITIES AND COMMERCIAL PAPER ISSUED BY SECURITIES AND EXCHANGE BOARD OF INDIA, ISSUED VIDE CIRCULAR NO. SEBI/HO/DDHS/PoD1/P/CIR/2024/54 DATED MAY 22, 2024, AS AMENDED FROM TIME TO TIME, THE PRIVATE PLACEMENT OFFER CUM APPLICATION LETTER PURSUANT TO SECTION 42 OF THE COMPANIES ACT, 2013 READ WITH RULE 14 OF THE COMPANIES (PROSPECTUS AND ALLOTMENT OF SECURITIES) RULES, 2014 AND PURSUANT TO SECTION 71 OF THE COMPANIES ACT, 2013 READ WITH RULE 18 OF THE COMPANIES (SHARE CAPITAL AND DEBENTURES) RULES, 2014 (AS APPLICABLE) FOR ISSUE OF NON-CONVERTIBLE SECURITIES ON A PRIVATE PLACEMENT BASIS.

Wilful Defaulters

The Issuer, its directors and promoters have not been declared as a wilful defaulter by RBI or any other authority. Please refer to Section 6 (*Disclosures pertaining to wilful defaulters*) for the disclosures pertaining to wilful default.

Issuer's Absolute Responsibility

The Issuer, having made all reasonable inquiries, accepts responsibility for and confirms that this General 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 the General 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 document as a whole or any of such information or the expression of any such opinions or intentions misleading.

Particulars	Date
Validity period of the General Information Document	From 14-10-2025 to 14-10-2026
Issue Opening Date	Kindly refer to the respective Key Information Document
Issue Closing Date	Kindly refer to the respective Key Information Document
Pay In Date	Kindly refer to the respective Key Information Document

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Deemed Date of Allotment	Kindly refer to the respective Key Information Document
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GENERAL RISK

INVESTMENT IN THE NON-CONVERTIBLE SECURITIES INVOLVES A DEGREE OF RISK AND PROSPECTIVE INVESTORS SHOULD NOT INVEST ANY FUNDS IN THIS ISSUE UNLESS THEY CAN AFFORD TO TAKE THE RISK OF LOSING THEIR INVESTMENT AND SUCH RISKS AS ATTACHED TO SUCH INVESTMENTS. PROSPECTIVE INVESTORS ARE ADVISED TO MAKE AN INFORMED DECISION AND TO READ **SECTION 3 (RISK FACTORS)** OF THIS GENERAL INFORMATION DOCUMENT CAREFULLY BEFORE TAKING AN INVESTMENT DECISION IN THIS ISSUE OF NON-CONVERTIBLE SECURITIES. FOR THE PURPOSES OF TAKING AN INVESTMENT DECISION, PROSPECTIVE INVESTORS MUST RELY ON THEIR OWN EXAMINATION OF THE ISSUER, THE ISSUE, THE GENERAL INFORMATION DOCUMENT AND THE KEY INFORMATION DOCUMENT TO BE ISSUED FROM TIME TO TIME INCLUDING THE RISKS INVOLVED IN IT. SPECIFIC ATTENTION OF THE PROSPECTIVE INVESTORS IS INVITED TO THE STATEMENT OF RISK FACTORS CONTAINED UNDER **SECTION 3 (RISK FACTORS)** OF THIS 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 PROSPECTIVE INVESTOR'S DECISION TO PURCHASE SUCH NON-CONVERTIBLE SECURITIES.

PROSPECTIVE INVESTORS SHOULD CONSULT THEIR OWN LEGAL, REGULATORY, TAX, FINANCIAL AND/OR ACCOUNTING ADVISORS ABOUT RISKS ASSOCIATED WITH AN INVESTMENT IN SUCH NON-CONVERTIBLE SECURITIES AND THE SUITABILITY OF INVESTING IN SUCH NON-CONVERTIBLE SECURITIES IN LIGHT OF THEIR PARTICULAR CIRCUMSTANCES.

THE ISSUE OF NON-CONVERTIBLE SECURITIES HAS NOT BEEN RECOMMENDED OR APPROVED BY THE SECURITIES AND EXCHANGE BOARD OF INDIA ("**SEBI**") NOT DOES SEBI GUARANTEE THE ACCURACY AND ADEQUACY OF THE INFORMATION CONTAINED HEREIN.

Listing

The Non-Convertible Securities are proposed to be listed on the wholesale debt market of the BSE and / or NSE. The Issuer has obtained an in-principle approval from the Stock Exchange(s), a copy of which is attached herewith in Annexure VII.

The Issuer, with prior notice to the Debenture Trustee, may get the Non-Convertible Securities listed on other material stock exchanges as it deems fit. The Issuer shall comply with the requirements of the listing agreement to the extent applicable to it on a continuous basis.

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SECTION 1: DEFINITIONS AND ABBREVIATIONS

Unless the context otherwise indicates or requires or unless a different meaning is provided to it in the respective Key Information Document or the relevant Transaction Document, the following terms shall have the meanings given below in this General Information Document.

Act	means the Companies Act 2013 and includes any rules, circulars, notifications and orders framed/ issued thereunder and any statutory modifications, re-enactments or amendments thereof or of such rules, circulars, notifications, orders, as issued from time to time.
Allot/ Allotment/ Allotted	The allotment of the Non-Convertible Securities pursuant to this Issue.
Applicable Accounting Standards	shall mean (a) until the adoption of Indian Accounting Standards (Ind-AS) in accordance with Applicable Law, generally accepted accounting principles in India, and (b) thereafter, Indian Accounting Standards, in each case as amended, supplemented or re-issued from time to time, applied on a consistent basis both as to amounts and to classification of items.
Applicable Law / Law	shall mean any statute, national, state, provincial, local, municipal or other law, regulation, ordinance, rule, judgment, order, decree, byelaws, approval of Governmental Authority, directives, guidelines, policy requirement, circulars or other governmental restriction or any similar form of decision of or determination by, or any interpretation or administration having the force of law in India of any of the foregoing by Governmental Authority in India.
Applicant	means a Person who is eligible to invest in the Non-Convertible Securities and has submitted / will be submitting an Application for subscribing to the Non-Convertible Securities in accordance with the terms of the General Information Document and other Transaction Documents.
Application Form	means an application for subscribing to the Non-Convertible Securities, which is in the form annexed to this General Information Document and marked as Annexure IV .
Application Monies	means money paid or payable by an Applicant on its Application for subscription to the Non-Convertible Securities.
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.
Beneficial Owner(s)/ Debenture Holder(s)	means the Persons who are, for the time being, and from time to time, and who will become the owners of the Tranches/Issuances of the Non-Convertible Securities in electronic (dematerialized) form, and whose names appear in the list of the beneficial owner(s)/register of beneficial owners(s) prepared, held and given by the Depository and shall mean the Secured Debenture Holders and/or the Unsecured Debenture Holders and/ or such other holders of the Non-Convertible Security, as may be contextually applicable, and "Beneficial Owner" means each such Person and includes their respective successors/ transferees and assigns.
Board / Board of Directors	The Board of Directors of the Issuer for the time being and from time to time.
BSE	means the BSE Limited.
Business Day	As specified in the relevant Key Information Document.
CDSL	Central Depository Services (India) Limited.
CERSAI	means the Central Registry of Securitisation Asset Reconstruction and Security Interest.
Client Loan	means each loan disbursed by the Issuer as a lender and "Client Loans" shall construed accordingly.
Company/ Issuer	shall mean Keertana Finserv Limited (Formerly Known as Keertana Finserv Private Limited), a company incorporated under the provisions of the Companies Act, 1956 and validly existing under the Companies Act 2013 and

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	registered with the Reserve Bank of India as a non-deposit taking non-banking finance company with corporate identification number U65100WB1996PLC077252 and having its registered Office No. 919, 9th Floor, 4A, Regus Granduer, Abanindra Nath Thakur Sarani, PS Arcadia Central (Camac Street) Park Street, Kolkata - 700016, West Bengal, India.
Conditions Precedent	As specified in the relevant Key Information Document.
Conditions Subsequent	As specified in the relevant Key Information Document.
Constitutional Documents / Charter 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.
Control	shall mean right to appoint majority of the directors or to control the management or policy decisions by a person or persons acting individually or in concert, directly or indirectly, including by virtue of their shareholding or management rights or shareholders agreements or voting agreements or in any other manner.
Debenture Obligations	(a) in respect of Secured Debentures, means the Secured Obligations; and (b) in respect of the Unsecured Debentures mean the Unsecured Obligations.
Debenture Trust Deed	means each of the trust deed to be executed by and between the Debenture Trustee and the Issuer which will set out the terms upon which the respective Tranche/Issuance of the Debentures are being issued and shall include the representations and warranties and the covenants to be provided by the Issuer.
Debenture Trustee	such debenture trustee appointed for respective Tranche/Issuance of the Debentures as more particularly mentioned in the respective Debenture Trustee Agreement.
Debenture Trust Agreement	means each of the 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 respective Tranche/Issuance of the Debentures.
Debenture Trust Regulations	means the Securities and Exchange Board of India (Debenture Trustees) Regulations, 1993.
Debentures	Listed, rated, redeemable or perpetual, secured or unsecured, senior / unsubordinated, principal protected market linked or not, green debt securities or not, non-convertible debentures to be issued by the Company on a private placement basis not or green debt securities or not) having either zero coupon or Coupon as set out in the relevant Key Information Document or redemption premium or redemption discount, or whose Coupon is linked to the performance of the reference index etc.) as more particularly set out in the Key Information Document and shall be collectively referred to as the Secured Debentures or Unsecured Debentures (as applicable).
Deed of Guarantee	shall mean each of the deed of corporate guarantee dated on or around the date of the issuance of Tranche / Issuance of the Debentures (if applicable) to be executed by the Guarantor (if any) in favor of the Debenture Trustee for securing the Secured Obligations for the relevant Tranche/Issuance of the Debentures.
Deed of Hypothecation/ Hypothecation Agreement	shall mean each of the deed of hypothecation dated on or around the date of the relevant Tranche / Issuance of the Debentures (if applicable) to create a charge over the Hypothecated Assets for the respective Tranche/Issuance of Debentures, to be executed between the Issuer and the Debenture Trustee to secure the Secured Obligations in relation to the respective Tranche/Issuance of the Secured Debentures.
Deed of Personal Guarantee	shall mean each of the deed of personal guarantee dated on or around the date of the issuance of Tranche / Issuance of the Debentures (if applicable)

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	to be executed by the Guarantor (if any) in favor of the Debenture Trustee for securing the Secured Obligations for the relevant Tranche/Issuance of the Debentures.
Deemed Date of Allotment	shall mean the date on which the Debentures shall have been deemed to be allotted to the Debenture Holders - as mentioned in detail in the respective Key Information Document.
Demat	means dematerialized securities which are securities that are in electronic form, and not in physical form, with the entries noted by the Depository.
Depositories	Means the depositories with which the Issuer has made arrangements for dematerialising the Non-Convertible Securities, being NSDL and CDSL.
Depositories Act	The Depositories Act, 1996, as amended from time to time
Depository Participant / DP	A depository participant as defined under the Depositories Act
Designated Stock Exchange	The stock exchange designated by the Issuer under the General Information Document being BSE for the purposes of maintaining the recovery expense fund in terms of Regulation 11 of the SEBI NCS Regulations read with SEBI Debenture Trustees Circular.
Director(s)	Director(s) of the Issuer.
Disclosure Document(s)	shall mean general information document, key information document(s) prepared in accordance with Schedule I of SEBI NCS Regulation and PAS-4 prepared in accordance with Section 42 of the Companies Act (as defined below) read with the Companies (Prospectus and Allotment of Securities) Rules, 2014.
DP ID	Depository Participant Identification Number.
DRR	has the meaning given to it in Section 5.33(a)
Due Date	means the date on which any interest or liquidated damages, any Redemption Payment or premature redemption amount and/or any other amounts payable, are due and payable, including but not limited to each of Redemption Dates, and any other date on which any payment is to be made by the Issuer under the respective Transaction Documents.
EBP Guidelines	The guidelines issued by SEBI with respect to electronic book mechanism under the terms of the SEBI Master Circular and the operational guidelines issued by the relevant Electronic Book Provider, as may be amended, clarified or updated from time to time.
EFT	Electronic Fund Transfer
Electronic Book Provider/ EBP	Shall have the meaning assigned to such term under the EBP Guidelines.
Eligible Investors	As set out in the respective Key Information Document.
Events of Default	As set out in the respective Key Information Document.
Final Redemption Date	With respect to any Tranche / Issuance shall mean the date on which repayment of Redemption Payment together with all other Debenture Obligations in respect of that Tranche / Issuance will be made and shall be as specified in the relevant Key Information Document issued for such Tranche / Issuance.
Final Settlement Date	means the date on which all Debenture Obligations have been irrevocably and unconditionally paid and discharged in full to the satisfaction of the Debenture Holders
Financial Indebtedness	As shall be more particularly set out in the respective Key Information Document.
Financial Statements	means in relation to a company, its audited financial statements (on a consolidated and non-consolidated basis) for a Financial Year.
Financial Year End Date	shall mean 31 st March of each year
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.
Form PAS-3	The return of allotment required to be filed by the Issuer pursuant to the

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	Companies (Prospectus and Allotment of Securities) Rules, 2014 relating to the Non-Convertible Securities.
Form PAS-5	The record of private placement maintained by the Issuer pursuant to the Companies (Prospectus and Allotment of Securities) Rules, 2014 relating to the Non-Convertible Securities.
General Information Document	means this General Information Document issued by the Issuer for the issue of the Non-Convertible Securities on a private placement basis in accordance with Applicable Laws.
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 organization, established under any Applicable Law.
Group Entities	means and refers to the subsidiaries of the Issuer, associate companies (as defined under the Act) of the Issuer, and the entities under Control of the Issuer, from time to time, and " Group Entity " shall mean anyone of them.
Guarantor	As specified in the relevant Key Information Document, if applicable.
Hypothecated Assets	As shall be more particularly set out in the respective Key Information Document.
Hypothecated Assets Report	As shall be more particularly set out in the respective Key Information Document.
Interest Payment Dates	means the payment dates as specified in the relevant Key Information Document.
Interest Rate/Coupon Rate	As specified in the relevant Key Information Document.
Issue	means the private placement of the Non-Convertible Securities.
Issue Closing Date	As specified in the relevant Key Information Document.
Issue Opening Date	As specified in the relevant Key Information Document.
Key Information Document	The Key Information Document to be issued by the Issuer in respect of each Tranche / Issuance containing inter alia the issue price, Tranche / Issuance size, interest / coupon (if any), redemption premium (if any), any material change to the disclosures and other terms and conditions vis-à-vis the General Information Document for that Tranche / Issuance of Non-Convertible Securities issued under the Issue. The Company shall be free to amend the format of Key Information Document depending upon the terms and conditions of the Non-Convertible Securities being issued in each Tranche / Issuance.
Listing Period	has the meaning given to it in Section 5.34 (<i>Issue Details</i>).
LODR Regulations / 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.
Majority Debenture Holders	As specified in the relevant Key Information Document.
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.
Merchant Banker	As specified in the relevant Key Information Document.
NA	Not Applicable
NBFC	Non-banking financial company
NBFC Directions	means the Non-Banking Financial Company - Systemically Important Non-Deposit taking Company and Deposit taking Company (Reserve Bank) Directions, 2016 dated September 1, 2016 and/or the Non-Banking Financial Company - Non-Systemically Important Non-Deposit taking Company (Reserve Bank) Directions, 2016 dated September 1, 2016 (each as amended, modified or restated from time to time) as may be applicable read together with the RBI's circular no. DOR (NBFC).CC.PD.No.109/22.10.106/2019-20

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	dated March 13, 2020 on "Implementation of Indian Accounting Standards" (as amended, modified or restated from time to time).
Net Worth	As shall be more particularly set out in the respective Key Information Document.
Non-Convertible Securities	means the Debentures and / or perpetual debt instruments and/or other securities as specified by SEBI and under the Applicable Law.
NSDL	National Securities Depository Limited
NSE	Means the National Stock Exchange of India Limited.
Outstanding Amounts	As shall be more particularly set out in the respective Key Information Document.
Outstanding Principal Amount	As shall be more particularly set out in the respective Key Information Document.
PAN	Permanent Account Number
Payment Default	As shall be more particularly set out in the respective Key Information Document.
Person	shall include an individual, natural person, corporation, partnership, joint venture, incorporated or unincorporated body or association, company, Government Authority and in case of a company and a body corporate shall include their respective successors and assigns and in case of any individual his/her respective legal representative, administrators, executors and heirs and in case of trust shall include the trustee(s) for the time being and from time to time. The term "Persons" shall be construed accordingly.
Private Placement Offer cum Application Letter/ PPOAL/ PAS-4	The offer cum application letter prepared in compliance with Section 42 of the Companies Act, 2013 read with the Companies (Prospectus and Allotment of Securities) Rules, 2014.
Promoter	shall mean shall collectively mean (i) Ms. Padmaja Gangireddy aged 58 years, having PAN No. AEZPG1437L and residing at Flat A-208, Jayabheri Orange County, Near ICICI Towers, Nanakramguda, Hyderabad- 500032, (ii) Mr. Vijaya Sivarami Reddy Vendidandi aged 62 years, having PAN No. ACEPV2541H and residing at Flat A-208, Jayabheri Orange County, Near ICICI Towers, Nanakramguda, Hyderabad - 500032. (iii) Mr. Vendidandi Revan Saahith Reddy aged 29 years, having PAN No. AKZPV9468L and residing at Flat A-208, Jayabheri Orange County, Near ICICI Towers, Nanakramguda, Hyderabad - 500032
Purpose	As shall be more particularly set out in the respective Key Information Document.
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.
R&T Agent/Registrar	As specified in the relevant Key Information Document.
Rating	As specified in the respective Key Information Document.
Rating Agent	As specified in the respective Key Information Document.
RBI	Reserve Bank of India.
Record Date	As shall be more particularly set out in the respective Key Information Document.
Recovery Expense Fund/REF	means the recovery expense fund established/to be established and maintained by the Issuer in accordance with the provisions of the SEBI Debenture Trustees Circular.
Redemption Date	As shall be more particularly set out in the respective Key Information Document.
Redemption Payment	As shall be more particularly set out in the respective Key Information Document.
Register of Beneficial Owners	means the register of beneficial owners of the Non-Convertible Securities maintained in the records of the Depositories.
Register of Debenture	means the register of debenture holders maintained by the Issuer in

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Holders	accordance with Section 88 of the Act.
Related Party	has the meaning given to it in the Act.
ROC	Registrar of Companies.
Rs. / INR	Indian National Rupee.
RTGS	Real Time Gross Settlement.
SEBI	Securities and Exchange Board of India constituted under the Securities and Exchange Board of India Act, 1992 (as amended from time to time).
SEBI Centralized Database Requirements	means the requirements prescribed in Chapter XIV (<i>Centralized Database for corporate bonds/ debentures</i>) of the SEBI Master Circular.
SEBI Debenture Trustees Circular / Master Circular for Debenture Trustee	Means the master circular issued by SEBI, bearing reference number SEBI/HO/DDHS-PoD-1/P/CIR/2025/117 dated August 13, 2025, titled " <i>Master Circular for Debenture Trustees</i> " as amended from time to time, under SEBI (Debenture Trustee) Regulations, 1993.
SEBI ILNCS Regulations/ SEBI NCS Listing Regulations	The Securities and Exchange Board of India (Issue and Listing of Non-Convertible Securities) Regulations, 2021 together with the SEBI Master Circular, as amended from time to time.
SEBI Listing Timelines Requirements	means the requirements in respect of the timelines for listing of debt securities issued on a private placement basis prescribed in Chapter VII (<i>Standardization of timelines for listing of securities issued on a private placement basis</i>) of the SEBI Master Circular.
SEBI Master Circular / Listed NCDs Master Circular	means the circular issued by SEBI bearing the reference number SEBI/HO/DDHS/PoD1/P/CIR/2024/54 dated May 22, 2024 on " <i>Master Circular for issue and listing of Non-convertible Securities, Securitised Debt Instruments, Security Receipts, Municipal Debt Securities and Commercial Paper</i> ", as amended, modified, or restated from time to time.
SEBI Merchant Banker Regulations	means the Securities and Exchange Board of India (Merchant Bankers) Regulations, 1992, as amended from time to time.
Secured Debenture Holders	Holders of the Secured Debentures from time to time.
Secured Debentures	Debentures issued/to be issued by the Company which shall be secured by creation of charge over the assets of the Company and/or any other security provider.
Secured Obligations	As shall be more particularly set out in the respective Key Information Document.
Security Cover	has the meaning given to it in the Section 5.34 (<i>Issue Details</i>).
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.
Stock Exchange	shall mean BSE/NSE, as the case may be
Stressed Assets Framework	means the RBI's circular no. DBR.No.BP.BC.45/21.04.048/2018-19 dated June 7, 2019 on "Prudential Framework for Resolution of Stressed Assets", as may be amended, modified or restated from time to time.
Tax	shall mean any present or future tax, including but not limited to indirect taxes such as goods and services tax, service tax, value added tax or other similar taxes), levy, duty deductions, withholdings, imposts, cesses, fees 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 by Applicable Laws.
Tax Deduction	means a deduction or withholding for or on account of Tax from a payment under the relevant Tranche / Issuance Debenture Trust Deed.
TDS	Tax Deducted at Source.
Terms & Conditions	The terms and conditions pertaining to the Issue as outlined in the Transaction Documents.
Total Assets	As shall be more particularly set out in the respective Key Information Document.

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Tranche/ Issuance	Any tranche/issuance of Non-Convertible Securities issued by the Issuer from time to time under this General Information Document pursuant to such terms as set out in the respective Key Information Document.
Transaction Documents	As shall be more particularly set out in the respective Key Information Document.
Transaction Security	has the meaning given to it in the Section 5.34 (<i>Issue Details</i>).
Unsecured Debenture Holders	The holders of the Unsecured Debentures from time to time.
Unsecured Debentures	Debentures which are issued/to be issued by the Company which shall be unsecured.
Unsecured Obligations	As shall be more particularly set out in the respective Key Information Document.
WDM	Wholesale Debt Market segment of the relevant stock exchange
Wilful Defaulter	Shall mean 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.

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SECTION 2: NOTICE TO INVESTORS AND DISCLAIMERS

2.1 ISSUER'S DISCLAIMER

This General Information Document is neither a prospectus nor a statement in lieu of a prospectus and should not be construed to be a prospectus or a statement in lieu of a prospectus under the Companies Act. The issue of the Non-Convertible Securities to be listed on the WDM segment of the BSE/NSE is being made strictly on a private placement basis. Multiple copies hereof given to the same entity shall be deemed to be given to the same person and shall be treated as such. This General Information Document does not constitute and shall not be deemed to constitute an offer or invitation to subscribe to the Non-Convertible Securities to the public in general.

As per the applicable provisions, it is not necessary for a copy of this General Information Document to be filed or submitted to the SEBI for its review and/or approval. This General Information Document has been prepared in conformity with the SEBI NCS Regulations as amended from time to time and applicable RBI regulations governing private placements of Non-Convertible Securities by NBFCs. This General Information Document has been prepared solely to provide general information about the Issuer to Eligible Investors to whom it is addressed and who are willing and eligible to subscribe to the Non-Convertible Securities. This General Information Document does not purport to contain all the information that any Eligible Investor may require. Further, this General Information Document has been prepared for informational purposes relating to this transaction only and upon the express understanding that it will be used only for the purposes set forth herein.

Neither this General Information Document nor any other information supplied in connection with the Non-Convertible Securities is intended to provide the basis of any credit or other evaluation and any recipient of this General Information Document should not consider such receipt as a recommendation to subscribe to any Non-Convertible Securities. Each potential Investor contemplating subscription to any Non-Convertible Securities should make its own independent investigation of the financial condition and affairs of the Issuer, and its own appraisal of the creditworthiness of the Issuer. Potential investors should consult their own financial, legal, tax and other professional advisors as to the risks and investment considerations arising from an investment in the Non-Convertible Securities and should possess the appropriate resources to analyze such investment and the suitability of such investment to such potential Investor's particular circumstances.

The Issuer confirms that, as of the date hereof, this General Information Document (including the documents incorporated by reference herein, if any) contains all the information that is material in the context of the Issue and regulatory requirements in relation to the Issue and is accurate in all such material respects. No person has been authorized to give any information or to make any representation not contained or incorporated by reference in this General Information Document or in any material made available by the Issuer to any potential Investor pursuant hereto and, if given or made, such information or representation must not be relied upon as having being authorized by the Issuer. The Issuer certifies that the disclosures made in this General Information Document and/or the Private Placement Offer cum Application Letter are adequate and in conformity with the SEBI NCS Regulations and the Companies (Prospectus and Allotment of Securities) Rules, 2014. Further, the Issuer accepts no responsibility for statements made otherwise than in the General Information Document or any other material issued by or at the instance of the Issuer and anyone placing reliance on any source of information other than this General Information Document would be doing so at its own risk.

This General Information Document, the Private Placement Offer cum Application Letter and the respective contents hereof respectively, are restricted only for the intended recipient(s) who have been addressed directly and specifically through a communication by the Issuer and only such recipients are eligible to apply for the Non-Convertible Securities. All Investors are required to comply with the relevant regulations/guidelines applicable to them for investing in this Issue. The contents of this General Information Document and/or the Private Placement Offer cum Application Letter are intended to be used

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only by those Investors to whom it is distributed. It is not intended for distribution to any other person and should not be reproduced by the recipient.

No invitation is being made to any persons other than those to whom Application Forms along with this General Information Document and/or Key Information Document and / or the Private Placement Offer cum Application Letter being issued have been sent. Any application by a person to whom the General Information Document and/or the Private Placement Offer cum Application Letter has not been sent by the Issuer shall be rejected without assigning any reason.

The person who is in receipt of this General Information Document and/or the Private Placement Offer cum Application Letter shall not reproduce or distribute in whole or in part or make any announcement in public or to a third party regarding the contents hereof without the consent of the Issuer. The recipient agrees to keep confidential all information provided (or made available hereafter), including, without limitation, the existence and terms of the Issue, any specific pricing information related to the Issue or the amount or terms of any fees payable to us or other parties in connection with the Issue. This General Information Document and/or the Key Information Document and / or the Private Placement Offer cum Application Letter may not be photocopied, reproduced, or distributed to others at any time without the prior written consent of the Issuer. Upon request, the recipients will promptly return all material received from the Issuer (including this General Information Document) without retaining any copies hereof. If any recipient of this General Information Document and/or the Private Placement Offer cum Application Letter decides not to participate in the Issue, that recipient must promptly return this General Information Document and/or the Private Placement Offer cum Application Letter and all reproductions whether in whole or in part and any other information statement, notice, opinion, memorandum, expression or forecast made or supplied at any time in relation thereto or received in connection with the Issue to the Issuer.

The Issuer does not undertake to update the General Information Document and/or the Private Placement Offer cum Application Letter to reflect subsequent events after the date of General Information Document and/or the Private Placement Offer cum Application Letter and thus it should not be relied upon with respect to such subsequent events without first confirming its accuracy with the Issuer, save and except the disclosures that shall be made in the Key Information Document at the time of subsequent issuances, from time to time.

Neither the delivery of this General Information Document and/or the Private Placement Offer cum Application Letter nor any sale of Non-Convertible Securities made hereafter shall, under any circumstances, constitute a representation or create any implication that there has been no change in the affairs of the Issuer since the date hereof.

This General Information Document and/or the Private Placement Offer cum Application Letter does not constitute, nor may it be used for or in connection with, an offer or solicitation by anyone in any jurisdiction in which such offer or solicitation is not authorized or to any person to whom it is unlawful to make such an offer or solicitation. No action is being taken to permit an offering of the Non-Convertible Securities or the distribution of this General Information Document and/or the Private Placement Offer cum Application Letter in any jurisdiction where such action is required. Persons into whose possession this General Information Document and/or the Private Placement Offer cum Application Letter comes are required to inform themselves of, and to observe, any such restrictions. The General Information Document is made available to potential Investors in the Issue on the strict understanding that it is confidential.

This General Information Document is for the exclusive use of the addressee and restricted for only the intended recipient and it should not be circulated or distributed to third party(ies). This Issue is made strictly on private placement basis. Apart from this General Information Document, no offer document or prospectus has been prepared in connection with the offering of this Issue or in relation to the Issuer.

It is not necessary for the General Information Document to be registered under Applicable Laws. Accordingly, this General Information Document has neither been delivered for registration nor is it intended to be registered.

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This General Information Document is intended to be circulated to not exceeding 200 (two hundred) persons in the aggregate in a financial year. Multiple copies hereof given to the same entity shall be deemed to be given to the same person and shall be treated as such. It does not constitute and shall not be deemed to constitute an offer or an invitation to subscribe to the Non-Convertible Securities to the public in general.

The General Information Document does not include a statement purporting to be made by an expert. In case any such statement is made, it shall be made by an expert who is not, and has not been, engaged or interested in the formation or promotion or management, of the Company and has given his written consent to the issue of the General Information Document and has not withdrawn such consent before the delivery of a copy of the General Information Document, as applicable.

2.2 DISCLAIMER CLAUSE OF STOCK EXCHANGES

As required, a copy of this General Information Document has been filed with the BSE and / or NSE in terms of the SEBI NCS Regulations. It is to be distinctly understood that submission of this General Information Document to the BSE and / or NSE should not in any way be deemed or construed to mean that this General Information Document has been reviewed, cleared, or approved by the BSE and / or NSE; nor does the BSE and / or NSE in any manner warrant, certify or endorse the correctness or completeness of any of the contents of this General Information Document, nor does the BSE and / or NSE warrant that the Issuer's Non-Convertible Securities will be listed or will continue to be listed on the BSE and / or NSE; nor does the BSE and / or NSE take any responsibility for the soundness of the financial and other conditions of the Issuer, its promoters, its management or any scheme or project of the Issuer.

2.3 DISCLAIMER CLAUSE OF RBI

The company is having a valid certificate of registration issued by the Reserve Bank of India under Section 45 IA of the Reserve Bank of India Act, 1934. However, the RBI does not accept any responsibility or guarantee about the present position as to the financial soundness of the company or for the correctness of any of the statements or representations made or opinions expressed by the company and for repayment of deposits/ discharge of liability by the company.

2.4 DISCLAIMER CLAUSE OF SEBI

As per the provisions of the sebi ncs regulations, it is not stipulated that a copy of this general information document has to be filed with or submitted to the sebi for its review / approval. It is to be distinctly understood that filing of this general information document to sebi should not in any way be deemed or construed to have been approved or vetted by sebi and that this issue is not recommended 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 general information document.

2.5 DISCLAIMER IN RESPECT OF JURISDICTION

This Issue is made in India to investors as specified under the paragraph titled "Eligible Investors" of this General Information Document, who shall be/have been identified upfront by the Issuer. This General Information Document and/or the Private Placement Offer cum Application Letter does not constitute an offer to sell or an invitation to subscribe to Non-Convertible Securities offered hereby to any person to whom it is not specifically addressed. Any disputes arising out of this Issue will be subject to the exclusive jurisdiction of the courts and tribunals as specified in the relevant Key Information Document. This General Information Document and/or the Private Placement Offer cum Application Letter does not constitute an offer to sell or an invitation to subscribe to the Non-Convertible Securities herein, in any other jurisdiction to any person to whom it is unlawful to make an offer or invitation in such jurisdiction.

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2.6 DISCLAIMER IN RESPECT OF RATING AGENCY

Ratings are opinions on credit quality and are not recommendations to sanction, renew, disburse or recall the concerned bank facilities or to buy, sell or hold any security. The Rating Agent has based its ratings on information obtained from sources believed by it to be accurate and reliable. The Rating Agent does not, however, guarantee the accuracy, adequacy or completeness of any information and is not responsible for any errors or omissions or for the results obtained from the use of such information. Most entities whose bank facilities/instruments are rated by the Rating Agent have paid a credit rating fee, based on the amount and type of bank facilities/instruments.

2.7 DISCLAIMER OF THE ARRANGER

The Issuer has authorised certain arrangers as set out in the Key Information Document (the “**Arranger**”) to distribute this General Information Document and the Key Information Document in connection with the Debentures proposed to be issued by the Issuer. The Issuer has prepared this General Information Document and the Key Information Document and the Issuer is solely responsible for its contents. The Issuer will comply with all laws, rules and regulations and has obtained all regulatory, governmental and corporate approvals for the issuance of the Debentures. All the information contained in this General Information Document and the Key Information Document has been provided by the Issuer or is from publicly available information, and such information has not been independently verified by the Arranger. No representation or warranty, expressed or implied, is or will be made, and no responsibility or liability is or will be accepted, by the Arranger for the accuracy, completeness, reliability, correctness or fairness of this General Information Document or the Key Information Document or any of the information or opinions contained therein, and the Arranger hereby expressly disclaim, to the fullest extent permitted by law, any responsibility for the contents of this General Information Document and the Key Information Document and any liability, whether arising in tort or contract or otherwise, relating to or resulting from such documents or any information or errors contained therein or any omissions therefrom. By accepting this General Information Document and the Key Information Document, the investor agrees that the Arranger will not have any such liability.

It is hereby declared that the Issuer has exercised due diligence to ensure complete compliance of prescribed disclosure norms in the General Information Document and Key Information Document. Each person receiving the General Information Document and Key Information Document acknowledges that such person has not relied on the Arranger, nor any person affiliated with the Arranger, in connection with its investigation of the accuracy of such information or its investment decision, and each such person must rely on its own examination of the Issuer and the merits and risks involved in investing in the Debentures. The Arranger: (a) has no obligations of any kind to any invited Investor under or in connection with any Transaction Documents; (b) is not acting as trustee or fiduciary for the investors or any other person; and (c) is under no obligation to conduct any "know your customer" or other procedures in relation to any person on behalf of any investor. Neither the Arranger or its respective officers, directors, employees are responsible for: (a) the adequacy, accuracy, completeness and/ or use of any information (whether oral or written) supplied by the Issuer or any other person in or in connection with any Transaction Document including this General Information Document and the Key Information Document; (b) the legality, validity, effectiveness, adequacy or enforceability of any Transaction Document or any other agreement, arrangement or document entered into, made or executed in anticipation of or in connection with any Transaction Document; or (c) any determination as to whether any information provided or to be provided to any finance party is non-public information the use of which may be regulated or prohibited by applicable law or regulation relating to insider dealing or otherwise. The role of the Arranger in the assignment is confined to marketing and placement of the Debentures on the basis of this General Information Document and the Key Information Document as prepared by the Issuer. The Arranger has neither scrutinized nor vetted nor has it done any due-diligence for verification of the contents of the General Information Document and Key Information Document. The Arranger is authorized to deliver copies of the General Information Document and Key Information Document on behalf of the Issuer to Eligible Investors which are considering participation in the Issue and shall use this General Information Document and the Key Information Document for the purpose of soliciting subscriptions from Eligible Investors in the Debentures

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to be issued by the Issuer on a private placement basis. It is to be distinctly understood that the use of this document by the Arranger should not in any way be deemed or construed to mean that the General Information Document or the Key Information Document has been prepared, cleared, approved or vetted by the Arranger; nor does it in any manner warrant, certify or endorse the correctness or completeness of any of the contents of the General Information Document and Key Information Document; nor does it take responsibility for the financial or other soundness of this Issuer, its management or any scheme or project of the Issuer. The Arranger or any of their directors, employees, do not accept any responsibility and/or liability for any expenses paid arising of whatever nature and extent in connection with the use of any of the information contained in this General Information Document or the Key Information Document.

The investors should carefully read and retain this General Information Document and the Key Information Document. However, the investors are not to construe the contents of hereof or thereof as investment, legal, accounting, regulatory or tax advice, and the investors should consult with their own advisors as to all legal, accounting, regulatory, tax, financial and related matters concerning an investment in the Debentures. This General Information Document and the Key Information Document is not intended to be the basis of any credit analysis or other evaluation and should not be considered as a recommendation by the Arranger or any other person that any recipient participates in the Issue or advice of any sort. It is understood that each recipient of this General Information Document will perform its own independent investigation and credit analysis of the proposed financing and the business, operations, financial condition, prospects, creditworthiness, status and affairs of the Issuer based on such information and independent investigation as it deems relevant or appropriate and without reliance on the Arranger or on this General Information Document or the Key Information Document.

2.8 DISCLAIMER OF DEBENTURE TRUSTEE

- (I) The Debenture Trustee or its agents or advisers associated with the Issue do not undertake to review the financial condition or affairs of the Issuer during the life of the arrangements contemplated by this General Information Document and do not have any responsibility to advise any Investor or prospective Investor in the Non-Convertible Securities of any information available with or subsequently coming to the attention of the Debenture Trustee, its agents or advisers except as specifically provided for in the relevant Tranche/Issuance Debenture Trust Deed.
- (II) The Debenture Trustee does not guarantee the terms of payment regarding the issue as stated in this General Information Document and shall not be held liable for any default in the same.
- (III) The Debenture Trustee or its agents or advisers associated with the Issue have not separately verified the information contained in this General Information Document. Accordingly, no representation, warranty or undertaking, express or implied, is made and no responsibility is accepted by Debenture Trustee as to the accuracy or any other information provided by the Issuer. Accordingly, the Debenture Trustee associated with the issue shall have no liability in relation to the information contained in this General Information Document or any other information provided by the Issuer in connection with the issue.
- (IV) The Debenture Trustee is neither a principal debtor nor a guarantor of the Debentures.

2.9 ISSUE OF NON-CONVERTIBLE SECURITIES IN DEMATERIALISED FORM

The Non-Convertible Securities will be issued in dematerialised form. The Issuer has made arrangements with the Depositories for the issue of the Non-Convertible Securities in dematerialised form. Investors will have to hold the Non-Convertible Securities in dematerialised form as per the provisions of Depositories Act. The Issuer shall take necessary steps to credit the Non-Convertible Securities allotted to the beneficiary account maintained by the Investor with its depository participant. The Issuer will make the Allotment to the Investors on the Deemed Date of Allotment after verification of the Application Form, the accompanying documents and on realisation of the application money.

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ASSUMPTIONS

EACH PERSON RECEIVING THIS GENERAL INFORMATION DOCUMENT SHALL BE DEEMED TO HAVE AGREED THAT AND ACCORDINGLY THE COMPANY SHALL BE ENTITLED TO PRESUME THAT SUCH PERSON:

- (1) HAS REVIEWED THE TERMS AND CONDITIONS APPLICABLE TO THE NON-CONVERTIBLE SECURITIES AS CONTAINED HEREIN AND HAS UNDERSTOOD THE SAME, AND, ON AN INDEPENDENT ASSESSMENT THEREOF, FOUND THE SAME ACCEPTABLE FOR THE INVESTMENT MADE AND HAS ALSO REVIEWED THE RISK FACTORS CONTAINED HEREIN AND HAS UNDERSTOOD THE RISKS, AND THE RISKS INVOLVED IN INVESTING IN THE NON-CONVERTIBLE SECURITIES INCLUDING FOR ANY REASON HAVING TO SELL THEM OR BE MADE TO REDEEM THEM BEFORE THE FINAL REDEMPTION DATE AND DETERMINED THAT NON-CONVERTIBLE SECURITIES ARE A SUITABLE INVESTMENT AND THAT THE INVESTOR CAN BEAR THE ECONOMIC RISK OF THAT INVESTMENT;
- (2) HAS BEEN AFFORDED AN OPPORTUNITY TO REQUEST AND TO REVIEW AND HAS RECEIVED AND REVIEWED THIS GENERAL INFORMATION DOCUMENT AND ALL THE ADDITIONAL INFORMATION CONSIDERED BY AN INDIVIDUAL TO BE NECESSARY TO VERIFY THE ACCURACY OF OR TO SUPPLEMENT THE INFORMATION HEREIN BELIEVED BY IT TO BE NECESSARY AND APPROPRIATE OR MATERIAL IN CONNECTION WITH, AND FOR, INVESTMENT IN THE NON-CONVERTIBLE SECURITIES;
- (3) ACKNOWLEDGES THAT THE COMPANY DOES NOT UNDERTAKE TO UPDATE THE GENERAL INFORMATION DOCUMENT TO REFLECT SUBSEQUENT EVENTS AFTER THE DATE OF THE GENERAL INFORMATION DOCUMENT AND, THUS, IT SHOULD NOT BE RELIED UPON WITH RESPECT TO SUCH SUBSEQUENT EVENTS WITHOUT FIRST CONFIRMING ITS ACCURACY WITH THE ISSUER. NEITHER THE DELIVERY OF THIS GENERAL INFORMATION DOCUMENT NOR ANY SALE OF NON-CONVERTIBLE SECURITIES MADE HEREUNDER SHALL, UNDER ANY CIRCUMSTANCES, CONSTITUTE A REPRESENTATION OR CREATE ANY IMPLICATION THAT THERE HAS BEEN NO CHANGE IN THE AFFAIRS OF THE ISSUER SINCE THE DATE HEREOF;
- (4) ACKNOWLEDGES THAT THIS GENERAL INFORMATION DOCUMENT DOES NOT CONSTITUTE, NOR MAY IT BE USED FOR OR IN CONNECTION WITH, AN OFFER OR SOLICITATION BY ANYONE IN ANY JURISDICTION IN WHICH SUCH OFFER OR SOLICITATION IS NOT AUTHORIZED OR TO ANY PERSON TO WHOM IT IS UNLAWFUL TO MAKE SUCH AN OFFER OR SOLICITATION. NO ACTION IS BEING TAKEN TO PERMIT AN OFFERING OF THE NON-CONVERTIBLE SECURITIES OR THE DISTRIBUTION OF THIS GENERAL INFORMATION DOCUMENT IN ANY JURISDICTION WHERE SUCH ACTION IS REQUIRED. THE DISTRIBUTION OF THIS GENERAL INFORMATION DOCUMENT AND THE OFFERING AND SALE OF THE NON-CONVERTIBLE SECURITIES MAY BE RESTRICTED BY LAW IN CERTAIN JURISDICTIONS. PERSONS INTO WHOSE POSSESSION THIS GENERAL INFORMATION DOCUMENT COMES ARE REQUIRED TO INFORM THEMSELVES ABOUT, AND TO OBSERVE, ANY SUCH RESTRICTIONS;
- (5) HAS BEEN AFFORDED AN OPPORTUNITY TO VERIFY THE ACCURACY OF OR TO SUPPLEMENT THE INFORMATION HEREIN;
- (6) HAS SUFFICIENT KNOWLEDGE, EXPERIENCE AND EXPERTISE AS AN INVESTOR, TO MAKE THE INVESTMENT IN THE NON-CONVERTIBLE SECURITIES;
- (7) HAS NOT RELIED ON EITHER THE ISSUER OR ANY OF ITS AFFILIATE, ASSOCIATE, HOLDING, SUBSIDIARY OR GROUP ENTITIES OR ANY PERSON ACTING IN ITS OR THEIR BEHALF FOR ANY INFORMATION, ADVICE OR RECOMMENDATIONS OF ANY SORT EXCEPT AS REGARDS THE ACCURACY OF THE SPECIFIC FACTUAL INFORMATION ABOUT THE TERMS OF THE NON-CONVERTIBLE SECURITIES SET OUT IN THIS GENERAL INFORMATION DOCUMENT;

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- (8) HAS UNDERSTOOD THAT INFORMATION CONTAINED IN THIS GENERAL INFORMATION DOCUMENT IS NOT TO BE CONSTRUED AS BUSINESS OR INVESTMENT ADVICE;
- (9) HAS MADE AN INDEPENDENT EVALUATION AND JUDGMENT OF ALL RISKS AND MERITS BEFORE INVESTING IN THE NON-CONVERTIBLE SECURITIES;
- (10) HAS THE LEGAL ABILITY TO INVEST IN THE NON-CONVERTIBLE SECURITIES AND THE INVESTMENT DOES NOT CONTRAVENE ANY PROVISION OF ANY LAW, REGULATION OR CONTRACTUAL RESTRICTION OR OBLIGATION OR UNDERTAKING BINDING ON OR AFFECTING THE DEBENTURE HOLDER OR ITS ASSETS; AND
- (11) HAS NOT RELIED ON ANY INTERMEDIARY OR ADVISORS THAT MAY BE ASSOCIATED WITH THE ISSUE IN CONNECTION WITH ITS INVESTIGATION OF THE ACCURACY OF SUCH INFORMATION OR ITS INVESTMENT DECISION.

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SECTION 3: RISK FACTORS

Investment in non-convertible securities involve a degree of risk and investors should not invest any funds in such securities unless they can afford to take the risk attached to such investments. Investors are advised to take an informed decision and to read the risk factors carefully before investing in this offering. For taking an investment decision, investors must rely on their examination of the issue including the risks involved in it. Specific attention of investors is invited to statement of risk factors contained under Section 3 of this 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.

The following are the risks relating to the Company, the Debentures and the market in general envisaged by the management of the Company. Potential Investors should carefully consider all the risk factors in this General Information Document and/or Key Information Document and / or the Private Placement Offer cum Application Letter for evaluating the Company and its business and the Debentures before making any investment decision relating to the Debentures. The Company believes that the factors described below represent the principal risks inherent in investing in the Debentures but does not represent that the statements below regarding risks of holding the Debentures are exhaustive. The ordering of the risk factors is intended to facilitate ease of reading and reference and does not in any manner indicate the importance of one risk factor over another. Investors should also read the detailed information set out elsewhere in this General Information Document and/or Key Information Document and / or the Private Placement Offer cum Application Letter and reach their own views prior to making any investment decision.

REPAYMENT IS SUBJECT TO THE CREDIT RISK OF THE ISSUER.

Potential Investors should be aware that receipt of the principal amount, (i.e. the redemption amount) and any other amounts that may be due in respect of the Debentures is subject to the credit risk of the Issuer. Potential Investors assume the risk that the Issuer will not be able to satisfy their obligations under the Debentures. In the event that bankruptcy proceedings or composition, scheme of arrangement or similar proceedings to avert bankruptcy are instituted by or against the Issuer, the payment of sums due on the Debentures may not be made or may be substantially reduced or delayed.

THE SECONDARY MARKET FOR DEBENTURES MAY BE ILLIQUID.

The Debentures may be very illiquid and no secondary market may develop in respect thereof. Even if there is a secondary market for the Debentures, it is not likely to provide significant liquidity. Potential Investors may have to hold the Debentures until redemption to realize any value.

CREDIT RISK & RATING DOWNGRADE RISK

The Rating Agency has assigned the credit ratings to the Debentures. In the event of deterioration in the financial health of the Issuer, there is a possibility that the Rating Agency may downgrade the rating of the Debentures. In such cases, potential Investors may incur losses on revaluation of their investment or make provisions towards sub-standard/ non-performing investment as per their usual norms.

TAX CONSIDERATIONS AND LEGAL CONSIDERATIONS

Special tax considerations and legal considerations may apply to certain types of investors. Potential Investors are urged to consult with their own financial, legal, tax and other advisors to determine any financial, legal, tax and other implications of this investment.

ACCOUNTING CONSIDERATIONS

Special accounting considerations may apply to certain types of taxpayers. Potential Investors are urged to consult with their own accounting advisors to determine implications of this investment.

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MATERIAL CHANGES IN REGULATIONS TO WHICH THE ISSUER IS SUBJECT COULD IMPAIR THE ISSUER'S ABILITY TO MEET PAYMENT OR OTHER OBLIGATIONS.

The Issuer is subject generally to changes in Indian law, as well as to changes in government regulations and policies and accounting principles. Any changes in the regulatory framework could adversely affect the profitability of the Issuer or its future financial performance, by requiring a restructuring of its activities, increasing costs or otherwise.

LEGALITY OF PURCHASE

Potential Investors of the Debentures will be responsible for the lawfulness of the acquisition of the Debentures, whether under the laws of the jurisdiction of its incorporation or the jurisdiction in which it operates or for compliance by that potential Investor with any law, regulation or regulatory policy applicable to it.

POLITICAL AND ECONOMIC RISK IN INDIA

The Issuer operates only within India and, accordingly, all of its revenues are derived from the domestic market. As a result, it is highly dependent on prevailing economic conditions in India and its results of operations are significantly affected by factors influencing the Indian economy. An uncertain economic situation, in India and globally, could result in a further slowdown in economic growth, investment and consumption. A slowdown in the rate of growth in the Indian economy could result in lower demand for credit and other financial products and services and higher defaults. Any slowdown in the growth or negative growth of sectors where the Issuer has a relatively higher exposure could adversely impact its performance. Any such slowdown could adversely affect its business, prospects, results of operations and financial condition.

RISKS RELATED TO THE BUSINESS OF THE ISSUER

1. *Non-Performing Assets (NPA) and Loan Loss Reserves*

As on 30th Jun 25, the Gross Portfolio of the Issuer is Rs. 2,469.38 Cr. Client has maintained excellent portfolio quality in the last one year with strong credit appraisal and close monitoring of collections. Portfolio is well diversified across segments and products. As on 30th June, 82.24% of the portfolio is secured by Gold and Hard Collateral.

Further, the Issuer is maintaining 24.16% capital adequacy as on June 2025, while the regulatory requirement is only 15%. Further the Issuer has higher profitability with 3.30% ROA for FY25 and 0.82% in Q1FY26. The decline in ROA is primarily attributable to the higher credit costs incurred in the micro finance portfolio in Q1-FY26. Secured book of the company remains robust and continues to grow at a good rate. Company expects normalized ROA of 5%-6% and ROE of 18%-20% from FY 26 onwards.

The Client Loans are secured against hypothecation of, receivables and other current assets and the clients of these loans are of low risk category as they are backed by Gold, which is liquid.

As on 30th Jun' 2025, the gross NPA was Rs. 53,24,37,920.80/- on a gross portfolio of Rs. 24,69,38,45,551.92/- (including securitized portfolio of Rs. 20,30,82,41,262.90/-).

The Issuer cannot assure that the Issuer will be able to effectively control and reduce the level of NPAs 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. 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

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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.

2. *Interest Rate Risk.*

The Company's interest income from lending is dependent upon interest rates and their movement. Interest rates are highly sensitive to many factors beyond the control of the Company, including the monetary policies of the RBI, domestic and international economic and political conditions, inflation and other factors. Due to these factors, interest rates in India have historically experienced a relatively high degree of volatility. Consequently, there can be no assurance that significant interest rate movements will not have an adverse effect on the Company's financial results and/or operations.

3. *Access to Capital Market and Commercial Borrowings*

With the growth of its business, the Company will increasingly rely on funding from the debt capital markets and commercial borrowings. The Company's growth and financial performance will depend on its continued ability to access funds at competitive rates which in turn will depend on various factors including its ability to maintain its credit ratings.

4. *Operational and System Risk*

Currently, the Issuer has put in place all the technological systems and checks to address these kinds of operational and system risks however the Company is faced with operational and system risks, which may arise because of various factors, viz., improper authorizations, failure of employees to adhere to approved procedures, inappropriate documentation, failure in maintenance of proper security policies, frauds, inadequate training and employee errors. Further, the Company also faces security risk in terms of system failures, information system disruptions, communication systems failure which involves certain risks like data loss, breach of confidentiality and adverse effect on business continuity and network security.

If any of the systems do not operate properly or are disabled or if other shortcomings or failures in internal processes or systems are to arise, this could affect the Company's operations and/or result in financial loss, disruption of the Company's businesses, regulatory intervention and/or damage to its reputation. In addition, the Company's ability to conduct business may be adversely impacted by a disruption (i) in the infrastructure that supports its businesses and (ii) in the localities in which it is located.

5. *The Issuer's business operates through a large number of rural and semi urban branches and is exposed to operational risks including fraud*

The Issuer is exposed to operational risks, including fraud, petty theft and embezzlement, as it handles a large amount of cash due to high volume of small transactions. This could harm its operations and its financial position.

As the Issuer handles a large amount of cash through a high volume of small transactions taking place in its network, the Issuer is exposed to the risk of fraud or other misconduct by its employees or outsiders. These risks are further compounded due to the high level of delegation of power and responsibilities that the Issuer's business model requires. Given the high volume of transactions processed by the Issuer, certain instances of fraud and misconduct may go unnoticed before they are discovered and successfully rectified. Even when the Issuer discovers such instances of fraud or theft and pursue them to the full extent of the law or with its insurance carriers, there can be no assurance that the Issuer will recover any such amounts. In addition, the Issuer's dependence upon automated systems to record and process transactions may further increase the risk that technical

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system flaws or employee tampering or manipulation of those systems will result in losses that are difficult to detect.

The Issuer has avoided dealing with cash to the maximum extent possible. Excepting few small ticket Gold Loans, which are disbursed in cash, Group Loans and MSME Loans are disbursed through Bank. Only Group Loans have collections done in cash and Gold Loans, if the collection amount is >2L and MSME collections are done through Bank mode done.

Branches are audited frequently and the Cash balance checks are conducted frequently. The Issuer also has a strong MIS system that has a wide range of data that can be used to monitor financial and operational performance.

To mitigate the above risk, the Issuer maintains an internal audit process to ensure that the operations team follows the defined procedures and reports any deviations to the Management. The Issuer also has a MIS system able to generate data analysis that can be used to monitor financial and operational performance.

6. *Gold loans account for majority of the Issuer's interest income, and a significant reduction in short term loans may result in a corresponding decrease in its interest income*

Gold loans account for 83% of the loan portfolio of the Issuer with approximate tenor of 6-9 months from the date of the disbursement and the other products like loan against property/housing loans account for 17% of the loan portfolio having an average tenor of 5-6 years. The relatively short-term nature of the Issuer's loans means that the Issuer's long-term interest income stream is less certain than if a portion of its loans were for a longer term. The Issuer's customers may not obtain new loans from the Issuer upon maturity of their existing loans, particularly if competition increases. The potential instability of the Issuer's interest income could materially and adversely affect the Issuer's results of operations and financial position.

7. *Any inability of the company to attract or retain talented professionals may impact its business operations*

The business in which the Company operates is very competitive and ability to attract and retain quality talent impacts the successful implementation of growth plans. The Company may lose business opportunities and its business would suffer if such required manpower is not available on time. The inability of the Company to replace manpower in a satisfactory and timely manner may adversely affect its business and future financial performance.

In particular, the Issuer's senior management has significant experience in the financial services industries. The loss of any of the Issuer's executive officers, key employees or senior managers could negatively affect its ability to execute its business strategy, including its ability to manage its rapid growth. The Issuer's business is also dependent on its team of personnel who directly manage its relationships with its members. The Issuer's business and profits would suffer adversely if a substantial number of such personnel left the Issuer or became ineffective in servicing its members over a period of time. The Issuer's future success will depend in large part on its ability to identify, attract and retain highly skilled managerial and other personnel. Competition for individuals with such specialized knowledge and experience is intense in this industry, and the Issuer may be unable to attract, motivate, integrate or retain qualified personnel at levels of experience that are necessary to maintain its quality and reputation or to sustain or expand its operations. The loss of the services of such personnel or the inability to identify, attract and retain qualified personnel in the future would make it difficult for the Issuer to manage its business and growth and to meet key objectives.

Headcount of employees increased from 2,143 in June' 24 to 3,277 by June' 25. It is evident from the multi-fold growth in the headcount that the Issuer has capability to attract and retain talent. In the very first year of its start of operations, the Issuer hired three vertical heads for Gold, MSME

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and Micro Finance. All the vertical heads and business heads have on an average 15 years of experience in financial services.

8. *Employee Misconduct*

Any kind of employee misconduct may impair the Company's ability to service clients. It is not always possible to deter employee misconduct and the precautions the Company takes to detect and prevent this activity may not be effective in all cases.

9. *The Issuer's business and results of operations would be adversely affected by strikes, work stoppages or increased wage demands by employees*

The employees are not currently unionized. However, there can be no assurance that they will not unionize in the future. If the employees unionize, it may become difficult to maintain flexible labour policies, and could result in high labour costs, which would adversely affect the Issuer's business and results of operations.

The Issuer is fully compliant with all labour policies. It has flexible working hours. Even the Micro Finance team has flexible working hours during non-collection days.

10. *The Issuer's insurance coverage may not adequately protect it against losses. Successful claims that exceed its insurance coverage could harm the Issuer's results of operations and diminish its financial position*

The Issuer maintains insurance coverage of the type and in the amounts that it believes are commensurate with its operations and other general liability insurances. The Issuer's insurance policies, however, may not provide adequate coverage in certain circumstances and may be subject to certain deductibles, exclusions and limits on coverage.

In addition, there are various types of risks and losses for which the Issuer does not maintain insurance, such as losses due to business interruption and natural disasters, because they are either uninsurable or because insurance is not available to the Issuer on acceptable terms. A successful assertion of one or more large claims against the Issuer that exceeds its available insurance coverage or results in changes in its insurance policies, including premium increases or the imposition of a larger deductible or co-insurance requirement, could adversely affect the Issuer's business, financial condition and results of operations.

All Borrowers and spouses of unsecured loans are insured for a sum insured equivalent to loan amount. Further, their male spouses are covered under accidental insurance. Gold lying in Branches is also insured against theft, fire etc.,

11. *Downgrading in credit rating*

The Company cannot guarantee that any rating will not be downgraded. In the event of deterioration in the financial health of the Company, there is a possibility that the rating agency may downgrade the rating of the Debentures. In such cases, potential investors may have to take losses on re-valuation of their investment or make provisions towards sub-standard/ non-performing investment as per their usual norms. Such a downgrade in the credit rating may lower the value of the Debentures and/or the Company's ability to meet its obligations in respect of the Debentures could be affected.

12. *Debenture Redemption Reserve*

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NBFCs registered with RBI are exempt from the requirement of creation of debenture redemption reserve in respect of privately placed debentures. Pursuant to this rule, the Company does not intend to create any such reserve funds for the redemption of the Debentures.

13. *Action upon default*

The Debentures are proposed to be secured / unsecured (as shall be set out in the relevant Key Information Document). In the event that the Company is unable to meet its payment and other obligations towards Investors under the terms of the Debentures, the Debenture Trustee may take action as per the terms of Debenture Trust Deed and the relevant Security Document.

14. *Tax and other Considerations*

Special tax, accounting and legal considerations may apply to certain types of potential investors. Potential investors are urged to consult with their own financial, legal, tax and other professional advisors to determine any financial, legal, tax and other implications of an investment into the Debentures.

15. *The Debentures may be illiquid*

The Company intends to list the Debentures on the WDM segment of BSE and / or NSE. The Company cannot provide any guarantee that the Debentures will be frequently traded on the Stock Exchange and that there would be any market for the Debentures. It is not possible to predict if and to what extent a secondary market may develop for the Debentures or at what price the Debentures will trade in the secondary market or whether such market will be liquid or illiquid. The fact that the Debentures may be so listed or quoted or admitted to trading does not necessarily lead to greater liquidity than if they were not so listed or quoted or admitted to trading.

16. *Future legal and regulatory obstructions*

Future government policies and changes in laws and regulations in India (including their interpretation and application to the operations of the Company) and comments, statements or policy changes by any regulator and any regulatory action, including but not limited to SEBI or RBI, may adversely affect the Debentures, and restrict the Company's ability to do business. The timing and content of any new law or regulation is not within the Company's control and such new law, regulation, comment, statement or policy change could have an adverse effect on its business, financial results and/or operations. Further, SEBI, the relevant Stock Exchange(s) or other regulatory authorities may require clarifications on this General Information Document and/or relevant Key Information Document and / or the Private Placement Offer cum Application Letter, which may cause a delay in the issuance of Debentures or may result in the Debentures being materially affected or even rejected.

NBFCs in India are subject to strict regulation and supervision by the RBI. The Issuer requires certain approvals, licenses, registrations and permissions for operating its business, including registration with the RBI as a NBFC pursuant to Section 45-IA of the RBI Act, 1934. Further, such approvals, licenses, registrations and permissions must be maintained/ renewed over time, applicable requirements may change and the Issuer may not be aware of or comply with all requirements all of the time. In particular, the Issuer is required to obtain a certificate of registration for carrying on business as a NBFC-ND-SI that is subject to numerous conditions. Additionally, RBI has issued detailed directions on prudential norms *inter alia* prescribing guidelines on income recognition, asset classification and provisioning requirements applicable to NBFCs, exposure norms, disclosures in the balance sheet, requirement of capital adequacy, restrictions on investments in land and building and unquoted shares besides others. In addition, its branches are required to be registered under the relevant shops and establishments laws of the states in which they are located. The shops and establishments laws regulate various employment conditions,

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including working hours, holidays and leave and overtime compensation. If the Issuer fails to obtain or retain any of these approvals or licenses, or renewals thereof, in a timely manner, or at all, its business may be adversely affected. If the Issuer fails to comply, or a regulator claims that it has not complied, with any of these conditions, the Issuer's certificate of registration may be suspended or cancelled, and it shall not be able to carry on such activities. If the Issuer fails to comply with any directions issued applicable on NBFCs and fails to maintain the status of NBFC it may attract penal provisions under the RBI Act, 1934 for non-compliance. The penal action can also result in RBI cancelling the certificate of registration issued to the NBFC.

The Promoter and the MD of the Issuer has more than 25 years of managing NBFC and NBFC MFI. She has excellent track record in terms of NBFC Compliances. As the management is not new to NBFC structured and related compliance, the risk of non-compliance and related risks are very low.

17. *A slowdown in economic growth in India*

The Company's performance and the quality and growth of its assets are necessarily dependent on the health of the overall Indian economy. A slowdown in the Indian economy may adversely affect its business, including its ability to enhance its asset portfolio and the quality of its assets, and its ability to implement certain measures could be adversely affected by a movement in interest rates, or various other factors affecting the growth of industrial, manufacturing and services sector or a general downtrend in the economy. Any adverse revision to India's credit rating for domestic and international debt by international rating agencies may adversely impact the Company's ability to raise additional financing and the interest rates and other commercial terms at which such additional financing is available.

RISKS IN RELATION TO THE SECURITY CREATED IN RELATION TO THE DEBT SECURITIES. FURTHER, ANY RISKS IN RELATION TO MAINTENANCE OF SECURITY COVER OR FULL RECOVERY OF THE SECURITY IN CASE OF ENFORCEMENT

(a) Security and Guarantee may be insufficient to redeem the Secured Debentures

In the event that the Company is unable to meet its payment and other obligations towards Investors under the terms of the Secured Debentures, the Debenture Trustee may enforce the Security and/or invoke the Guarantee as per the terms of security documents, and other related documents executed in relation to the Secured Debentures. The Debenture Holder(s)' recovery in relation to the Secured Debentures will be subject to (i) the market value of such Security (ii) finding willing buyers for the Security at a price sufficient to repay the Debenture Holder(s)' amounts outstanding under the Secured Debentures. There is a risk that the value realised from the enforcement of the Security may be insufficient to redeem the Secured Debentures.

Even though the Secured Debentures are to be secured to the extent of at least 100% (One Hundred percent) of the principal and interest amount or as per the terms of this General 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.

RISKS RELATING TO THE DEBENTURES

1. *Debentures that are listed or quoted or admitted to trading may not lead to greater liquidity*

It is not possible to predict if and to what extent a secondary market may develop in the Debentures or at what price the Debentures will trade in the secondary market or whether such market will be liquid or illiquid. If so specified in this General Information Document and/or Key Information Document and / or the Private Placement Offer cum Application Letter, application has been made to list or quote or admit to trading the Debentures on the stock exchange or quotation system(s) specified. If the Debentures are so listed or quoted or admitted to trading, no assurance

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is given that any such listing or quotation or admission to trading will be maintained. The fact that the Debentures may be so listed or quoted or admitted to trading does not necessarily lead to greater liquidity than if they were not so listed or quoted or admitted to trading. The listing of the Debentures is subject to receipt of the final listing and trading approval from the Stock Exchange.

The more limited the secondary market is, the more difficult it may be for holders of the Debentures to realise value for the Debentures prior to redemption of the Debentures.

2. *Changes in government policies and laws in India may adversely affect the Debentures*

Future government policies and changes in laws and regulations in India and comments, statements or policy changes by any regulator, including but not limited to the SEBI or the RBI, may adversely affect the Debentures. The timing and content of any new law or regulation is not within the Company's control and such new law, regulation, comment, statement or policy change could have an adverse effect on market for and the price of the Debentures.

3. *Political instability or changes in the government could delay further liberalization of the Indian economy and adversely affect economic conditions in India generally*

Since 1991, successive Indian governments have pursued policies of economic liberalization. The role of the Central and State Governments in the Indian economy as producers, consumers and regulators has remained significant. If there was to be any slowdown in the economic policies, or a reversal of steps already taken, it could have an adverse effect on the debt market which as such is exposed to the risks of the Indian regulatory and policy regime.

4. *You may not be able to recover, on a timely basis or at all, the full value of the outstanding amounts and/or the interest accrued thereon in connection with the Debentures.*

Our ability to pay interest accrued on the Debentures and/or the principal amount outstanding from time to time in connection therewith would be subject to various factors inter-alia including our financial condition, profitability and the general economic conditions in India and in the global financial markets. We cannot assure you that we would be able to repay the principal amount outstanding from time to time on the Debentures and/or the interest accrued thereon in a timely manner or at all.

5. *There may be no active market for the non-convertible debentures on the WDM segment of the stock exchange. As a result, the liquidity and market prices of the non-convertible debentures may fail to develop and may accordingly be adversely affected.*

There can be no assurance that an active market for the Debentures will develop. If an active market for the Debentures fails to develop or be sustained, the liquidity and market prices of the Debentures may be adversely affected. The market price of the Debentures would depend on various factors inter alia including (i) the interest rate on similar securities available in the market and the general interest rate scenario in the country; (ii) the market for listed debt securities; (iii) general economic conditions; and (iv) our financial performance, growth prospects and results of operations. The aforementioned factors may adversely affect the liquidity and market price of the Debentures, which may trade at a discount to the price at which you purchase the Debentures and/or be relatively illiquid.

6. *Risk of breach of covenants:*

In the event of any breach of any covenants including financial covenants or terms of the transaction documents the Debenture Trustee and Debenture Holders shall have the right to take all actions under respective transaction documents including calling of event of default and enforcement of security.

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REFUSAL OF LISTING OF ANY SECURITY OF THE ISSUER DURING LAST THREE YEARS BY ANY OF THE STOCK EXCHANGES IN INDIA OR ABROAD

As on the date of this General Information Document, no stock exchange in India or abroad has refused listing of any equity or debt security issued by the Issuer.

LIMITED OR SPORADIC TRADING OF NON-CONVERTIBLE SECURITIES OF THE ISSUER ON THE STOCK EXCHANGES;

As of date, we are not aware of any limited or sporadic trading of the non-convertible securities of the Issuer on the stock exchanges.

IN CASE OF OUTSTANDING DEBT INSTRUMENTS OR DEPOSITS OR BORROWINGS ANY DEFAULT IN COMPLIANCE WITH THE MATERIAL COVENANTS SUCH AS:

CREATION OF SECURITY AS PER TERMS AGREED: As on the date of this General Information Document, the Issuer has not committed any default in compliance with the material covenants such as creation of security as per terms agreed in respect of any outstanding borrowings.

DEFAULT IN PAYMENT OF INTEREST: As on the date of this General Information Document, the Issuer has not committed any default in payment of interest in respect of any outstanding borrowings.

DEFAULT IN REDEMPTION OR REPAYMENT: As on the date of this General Information Document, the Issuer has not committed any default in redemption or repayment in respect of any outstanding borrowings.

NON-CREATION OF DEBENTURE REDEMPTION RESERVE: Pursuant to Rule 18 (7) of the Companies (Share Capital and Debentures) Rules, 2014, a non-banking financial company is not required to maintain debenture redemption reserve for debentures issued on a private placement basis.

DEFAULT IN PAYMENT OF PENAL INTEREST WHEREVER APPLICABLE: As on the date of this General Information Document, the Issuer has not committed any default in payment of interest penal in respect of any outstanding borrowings.

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

SECTION 4: FINANCIAL STATEMENTS

The audited financial statements of the Issuer for the year ended 31st March 2025 and limited review for a period ending 30th June 2025 are set out in **Annexure I** hereto.

It shall be noted that the audited financial statements have been certified by the statutory auditor who holds a valid certificate issued by the peer review board of the Institute of Chartered Accountants of India.

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

REGULATORY DISCLOSURES

The General Information Document is prepared in accordance with the provisions of SEBI NCS Regulations and in this section, the Issuer has set out the details required as per Schedule I of the SEBI NCS Regulations.

4.1 Documents Submitted to the Exchanges

The following documents have been / shall be submitted along with the listing application to the BSE and / or NSE and with the Debenture Trustee:

- (a) This General Information Document;
- (b) Memorandum and Articles of Association of the Issuer and necessary resolution(s) for the allotment of the Non-Convertible Securities;
- (c) Copy of the resolution passed by the shareholders of the Company at the Extra-ordinary General Meeting held on 12th August, 2025 authorizing the issue / offer of Non-Convertible Securities by the Company;
- (d) Copies of the resolutions passed by the shareholders of the Company at the Extra-ordinary General Meeting held on 12th August, 2025 authorising the Company to borrow, upon such terms as the Board may think fit, up to an aggregate limit of INR 3000 Crores (Indian Rupees Three Thousand Crores Only);
- (e) Copy of the resolution passed by the Board of Directors of the Company dated 8th August, 2025 authorizing the issuance of the Non-Convertible Securities and the list of authorized signatories;
- (f) Copy of the resolution passed by the Board of Directors of the Company for each Tranche / Issuance shall be annexed at the time of issuance of the Key Information Document;
- (g) Copy of last 3 (three) years audited Annual Reports;
- (h) Reports about the business or transaction to which the proceeds of the securities are to be applied directly or indirectly;
- (i) Statement containing particulars of, dates of, and parties to all material contracts and agreements;
- (j) An undertaking from the Issuer stating that the necessary documents for the creation of the charge, where applicable, including the Debenture Trust Deed would be executed within the time frame prescribed in the relevant regulations/acts/rules etc. and the same would be uploaded on the website of the BSE and / or NSE, where such debt securities are proposed to be listed.
- (k) Where applicable, an undertaking that permission/consent from the prior creditor for a second or *pari passu* charge being created, in favor of the trustees to the proposed issue has been obtained;
- (l) Any other particulars or documents that the recognized stock exchange may call for as it deems fit;
- (m) Due diligence certificates from the Debenture Trustee as per the format specified in Annexure A of the SEBI Debenture Trustees Circular and Schedule IV of the SEBI NCS Regulations; and
- (n) Due diligence certificate from the Merchant Banker as per SEBI/HO/DDHS/DDHS-PoD-1/P/CIR/2024/94 dated July 03, 2024 (Reduction in denomination of debt securities and non-convertible redeemable preference shares), if applicable.

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

- (a) Due diligence certificates from the Debenture Trustee as per the format specified in Annexure A of the SEBI Debenture Trustees Circular and Schedule IV of the SEBI NCS Regulations

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4.2 Details of Promoters of the Issuer:

S. No	Details of Promoter Management	Description								
1.	Name of promoter	Ms. Padmaja Gangireddy	Mr. Vijaya Sivarami Reddy Vendidandi	Mr. Vendidandi Revan Saahith Reddy						
2.	Date of Birth	15th January 1967	01 st July 1963	18 th December 1995						
3.	Age	58 Years	62 Years	29 Years						
4.	Education Qualifications	MBA	M.Literature in English	MBA						
5.	Experience in the business or employment	2+ Decades of experience in the field of Micro Finance	2+ Decades of experience	Experience in NBFC						
6.	positions/posts held in the past by the promoter management	Managing Director, Spandana Spoorthy Financial Limited	Member, Spandana Rural and Urban Development Organisation	IT Manager, Spandana Sphoorty Financial Limited						
7.	Directorships held by the promoter management	1. Abhiram Marketing Services Limited 2. Keertana Finserv Limited	1. Abhiram Marketing Services Limited 2. Keertana Finserv Limited 3. FinS Technologies Limited	1. Abhiram marketing services limited 2. Fins technologies limited						
8.	Other ventures of the promoter management	SPANDANA RURAL AND URBAN DEVELOPMENT ORGANISATION (SRUDO)	SPANDANA RURAL AND URBAN DEVELOPMENT ORGANISATION (SRUDO)	Not Applicable						
9.	Special achievements	<table><tr><td>Femina</td><td>Most Promising Women Leader Award for 2021</td></tr><tr><td>NewsX</td><td>NewsX placed Mrs Padmaja Reddy in India's A-List for Excellence in Entrepreneurship</td></tr><tr><td>AIWMI - India's</td><td>AIWMI placed Mrs Padmaja Reddy in</td></tr></table>	Femina	Most Promising Women Leader Award for 2021	NewsX	NewsX placed Mrs Padmaja Reddy in India's A-List for Excellence in Entrepreneurship	AIWMI - India's	AIWMI placed Mrs Padmaja Reddy in	Not Applicable	Not Applicable
Femina	Most Promising Women Leader Award for 2021									
NewsX	NewsX placed Mrs Padmaja Reddy in India's A-List for Excellence in Entrepreneurship									
AIWMI - India's	AIWMI placed Mrs Padmaja Reddy in									

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		top 100 Women in Finance	India's top 100 Women in Finance 2020		
		The Economic Times	The Economic Times recognizes Mrs Padmaja Reddy as one of the Promising Entrepreneurs of India		
		Chief Strategy Officers Summit by Morpheus	Strategy Leader of the year – 2019		
		CII Entrepreneur Awards	Best Entrepreneur Award - 2019		
		Herald Global and BARC Asia	Most Admired Leader of Asia 2018		
		CMO Asia, Singapore	Women Leadership Award for Excellence in Banking & Finance, 2018		
		International Achievers Conference, Thailand	Outstanding Achievement Award for Excellence in Banking & Finance		
		Times Network	CEO of the Year - 2017		
		World HRD Congress	Pride of Telangana Award for 2017		
		ABP News	Woman Leadership Award in Banking and Finance for 2017		
		CMO Asia	Woman Entrepreneur of		

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			the year Award for 2016		
		Indian Society for Industry and Intellectual Development (ISIID)	Best Personality of the Year - 2017		
		Golden Globe Tigers	Outstanding Woman Leadership Award		
		Femina	Woman leadership Award for excellence in Banking and Finance Sector for 2017		
		South India BFSI Leadership Award	Woman Achiever of the Year for 2017		
		CMO Asia	Woman CEO of the Year - 2017		
		ABP News	Most Admired Entrepreneur for 2016		
		CMO Asia	Woman Leadership Award in Banking and Finance for 2018		
		International Achievers Conference	Outstanding Achievement Award for excellence in Banking & Finance for 2018		
		Women Entrepreneur India	Woman Leader of the Year for 2020		
10.	Business and financial activities of the promoter management	She is an Industry veteran and enjoys highest credibility with the lenders. During her stint as MD, she raised over Rs.25,000 Crore from various		Not Applicable	Not Applicable

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		Public Sector and Private Sector banks.		
11.	Photograph			
12.	Other Details	Email: padmaja.reddy@keertana.co	Email: vvsreddy63@gmail.com	Email: revan.saahith@keertana.co

Declaration
The Issuer confirms that (to the extent applicable) the Permanent Account Number, Aadhaar Number, Driving License Number, Bank Account Number(s), Passport Number and personal addresses of the promoters and Permanent Account Number of directors have been submitted to the stock exchanges on which the Non-Convertible Securities are proposed to be listed, at the time of filing the draft General Information Document.

5.3 Issue schedule

As specified in the relevant Key Information Document.

5.4 Details of specific entities in relation to the current Issue of Non-Convertible Debentures:

S. No.	Name	Details
1.	Legal Counsel	Kindly refer to the respective Key Information Document
2.	Merchant banker and Co-managers to the issues	Kindly refer to the respective Key Information Document
3.	Guarantor	Kindly refer to the respective Key Information Document
4.	Arrangers, if any	Kindly refer to the respective Key Information Document
5.	Debenture Trustee:	Kindly refer to the respective Key Information Document
6.	Register and Transfer Agent	Kindly refer to the respective Key Information Document
7.	Credit Rating Agency	Kindly refer to the respective Key Information Document
8.	Auditors	Kindly refer to the respective Key Information Document
9.	Valuation Agency	Kindly refer to the respective Key Information Document

5.5 About the Issuer: A brief summary of business / activities of the Issuer and its subsidiaries with the details of branches or units if any and its line of business containing at least the following information:

(a) Overview of the business of the Issuer

Keertana is a new generation Inclusive and Rural focused financial Institution that leverages cutting edge technology to enable access of credit in a hassle free, affordable and at convenience to its customers. Promoter Ms. Padmaja Reddy and her founding team members bring with them over 100+ years of collective experience in the small business lending. Ms. Reddy after having spent over 2 decades in building one of India's leading Microfinance Institution, Spandana Sphoorty Financial Limited, parted ways to focus on evolving enterprise business segment whose credit demand is

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largely unmet. This segment is traditionally un-served by banks, underserved by NBFCs, and beyond the serviceable limits of NBFC-MFIs. The focus areas chosen were Gold Loans, Micro Enterprise lending both secured and unsecured to start with.

The idea of Keertana took birth in November 2021. However, an NBFC outfit was needed to further the vision, and towards this an existing NBFC registered in 2001, Rajshree Tracom Pvt Limited was acquired by the promoter, subsequently acquired ~Rs 215cr worth of Gold Loan and Micro-Enterprise portfolio from Spandana Mutual Benefit Trust (SMBT) & Spandana Rural and Urban Development (SRUDO) respectively. Keertana Finserv Private Limited name was changed to Keertana Finserv Limited after necessary approvals (i.e. conversion from private limited to public limited company).

Values:

- Commitment
- Innovation
- Transparency
- Integrity

(b) Structure of the group

The corporate structure of the Company is given below:

Board Of Directors:

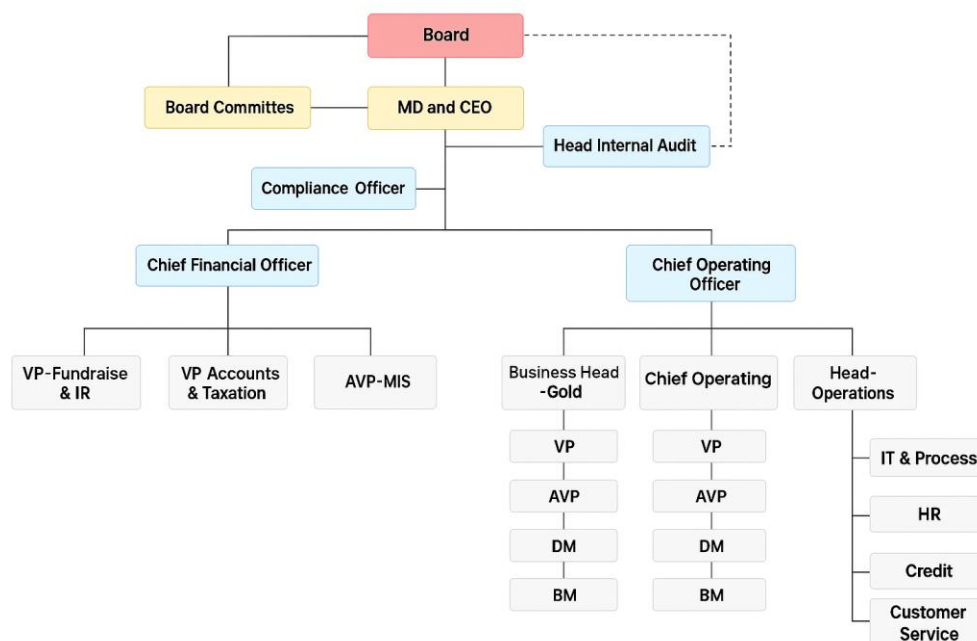
1. Mrs. Padmaja Gangireddy
2. Mr. Vijaya Sivarami Reddy Vendidandi
3. Mr. Raghu Venkata Harish
4. Mr. Vara Prasad Chaganti
5. Mr. Mahesh Payyanavar

Company Secretary: Mr. Rajendra Kavikondla

Senior Management:

1. Mr. Siva Reddy – Chief Operations Officer
2. Mr. Dinesh Singareni - SVP – Business Head – JLG & Gold Loans

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

Keertana Finserv Limited (**Formerly Known as Keertana Finserv Private Limited**) has a 100% subsidiary by name Keertana Financial Limited which has a net-worth of Rs.12.98 Cr as on 30-06-2025 but has no operations currently.

(d) **Details of branches or units where the issuer carries on its business activities, if any may be provided in the form of a static Quick Response (QR) code and web link.**

If the issuer provides the details of branches or units in the form of a static QR code and web link, the details of the said branches or units shall be provided to the debenture trustee as well and kept available for inspection as specified in clause (g) of paragraph 5.41 of this Section to this General Information Document. A checklist item in the 'Security and Covenant Monitoring System' shall also be included for providing information about branches or units of the issuer to the debenture trustee and confirmation of the same by the debenture trustee.

No. of branches as on 30th June 2025: 531 branches out of 443 are operating

Web link:

<https://docs.google.com/spreadsheets/d/1j8g2gSXsFPpCR2ikul4plq3galCUgc3D/edit?usp=sharing&ouid=108137252248341970863&rtpof=true&sd=true>

(e) **Corporate Structure of the Issuer:**

The corporate structure of the Company is given below:

(f) **Use of proceeds (in the order of priority for which the said proceeds will be utilised): (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:**

As stated in the Key Information Document.

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5.6 Expenses of the issue:

As specified in the relevant Key Information Document.

5.7 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 audited and certified by the statutory auditor(s) who holds a valid certificate issued by the Peer Review Board of the Institute of Chartered Accountants of India ("ICAI").**

Please refer to **Annexure I** for the financial statements for the financial year ending March 31, 2025 March 31, 2024, and March 31, 2023 and limited review for a period ending June 30, 2025.

The above financial statements shall be accompanied with the Auditor's Report along with the requisite schedules, footnotes, summary etc.

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

Not Applicable

Provided that, issuers whose non-convertible securities are listed as on the date of filing of the offer document or placement memorandum, may provide only a web-link and a static quick response code of the audited financial statements in the offer document or placement memorandum subject to the following conditions:

- i. **Such listed issuers shall disclose a comparative key operational and financial parameter on a standalone and consolidated basis, certified by the statutory auditor(s) who holds a valid certificate issued by the Peer Review Board of the Institute of Chartered Accountants of India, for the last three completed years in the offer document.**
 - ii. **The scanning of such static quick response code or clicking on the weblink, shall display the audited financial statements for last three financial years of such issuer on the website of the stock exchange where such data is hosted.**
- (c) **Listed issuers (whose debt securities or specified securities are listed on recognised stock exchange(s)) in compliance with the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015, may disclose unaudited financial information for the stub period in the format as prescribed therein with limited review report in the General Information Document, as filed with the stock exchanges, instead of audited financial statements for stub period, subject to making necessary disclosures in this regard in General Information Document including Risk factors.**

Please refer to **Annexure I** for the financial statements for the financial year ending March 31, 2025 March 31, 2024, and March 31, 2023 and limited review for a period ending June 30, 2025.

- (d) **Issuers other than unlisted REITs / unlisted InvITs desirous of issuing debt securities on private placement basis and who are in existence for less than three years may disclose financial statements mentioned at (a) above for such period of existence, subject to the following conditions:**

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- (i) The issue is made on the EBP platform irrespective of the issue size; and
- (ii) The issue is open for subscription only to Qualified Institutional Buyers.

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

- (e) The above financial statements shall be accompanied with the Auditor's Report along with the requisite schedules, footnotes, summary etc.
- (f) **Key Operational and Financial Parameters for the last 3 audited years on a consolidated basis (wherever available) else on a standalone basis, as on 30th June 2025 in respect of the financial information provided under clauses (a) and (c) above:**

Standalone Basis

Particulars	FY 2022-23	FY 2023-24	FY 2024-25	FY 2024-25 Q1
BALANCE SHEET				
Assets				
Property, Plant and Equipment	5,987.34	2,114.12	3,433.39	3,658.13
Financial Assets	61,024.88	1,66,759.46	2,50,680.53	2,57,536.24
Non-financial Assets excluding property, plant and equipment	2,363.63	2,940	6,277	7,515.18
Total assets	69,375.85	1,71,813.80	2,60,390.71	2,68,709.56
Liabilities				
Financial Liabilities	-	-		
-Derivative financial instruments	-	-		
- Debt Securities	-	48,699.31	67351.097	87104.925
-Borrowings (other than Debt Securities)	50,730.39	80,947.19	1,27,008.65	1,14,707.69
-Subordinated liabilities	-	-		
-Other financial liabilities	-	2,888	6,086	6,487.04
Non-Financial Liabilities	-	-		
-Current tax liabilities (net)	-	-256.42	0	0
-Provisions	577.99	77.47	144.576007	82.5337374
-Deferred tax liabilities (net)	-	-		
-Other non-financial liabilities	638.14	211.7	225.35	258.99705
Equity (Equity Share Capital and Other Equity)	17,429.33	38,733.88	59,575.05	60,068.37
Total Liabilities and Equity	69,375.85	1,71,813.80	2,60,390.71	2,68,709.56
PROFIT AND LOSS				
Revenue from operations	9,406.97	26,892.57	47,944.62	13,808.95
Other income	118.15	790.08	523.213428	125.601972
Total Income	9,525.12	27,682.65	48,467.83	13,934.55
Total Expense	6,631.55	18,757.37	40,294.32	13,450.43
Profit after tax for the year	2,041.24	7,158.73	6,585.58	487.69
Total comprehensive income	2,893.57	7,159.97	6,579.37	493.32
Other comprehensive income	-	1.24	-6.21	5.63
Earnings per equity share (Basic)	3.87	8.89	5.62	0.25
Earnings per equity share (Diluted)	3.87	8.89	5.62	0.25

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Cash Flow				
Net cash from / used in (-) operating activities	-8,929.48	7,213.61	-75,116.10	-9104.74104
Net cash from / used in (-) investing activities	-1,846.08	-2,015.58	-2,257.44	-330.571982
Net cash from / used in (-) financing activities	15,014.26	93,885.54	80,711.84	5832.55377
Net increase/decrease (-) in cash and cash equivalents	4,238.71	99,083.57	3,338.30	3602.75925
Cash and cash equivalents as per Cash Flow Statement as at end of Half Year	4,325.54	99,083.57	9,480.33	5877.57498
Additional Information				
Net worth	17,429.33	38,733.88	59,575.05	60,068.37
Cash and Cash Equivalents	4,325.54	6,142.03	9,480.33	5,877.57
Loans given to borrowers	50,730.39	1,56,942.59	2,35,607.15	2,46,836.75
Total Debts to Total Assets	0.72	0.75	0.75	0.75
Interest Income	9,406.97	24,557.38	45,132.32	13,149.04
Interest Expense	3,693.59	12,523.91	24,139.13	6,765.59
Impairment on Financial Instruments	-	1,165.25	5,709.45	3403.91856
Bad Debts to Loans	-	-	1.64%	0.66%
% Stage 3 Loans on Loans	0.01%	0.05%	0.77%	2.11%
% Net Stage 3 Loans on Loans	0.01%	0.05%	0.38%	0.75%
Tier I Capital Adequacy Ratio (%)	26.51%	22.63%	23.87%	22.91%
Tier II Capital Adequacy Ratio (%)	0.15%	1.03%	1.25%	1.25%

Consolidated Basis

(In lakhs)

The consolidated financial statements are not provided as there are no entities/ investments made in the last 3 financial years requiring consolidation.

5.8 Debt: Equity Ratio of the Company:

Before the issue	3.36 as on 30-06-2025
After the issue	As shall be set out in the respective Key Information Document

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

NIL

5.10 The amount of corporate guarantee or letter of comfort issued by the Company 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

Not Applicable as the company has not provided corporate guarantee till date.

5.11 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., September 30, 2025:

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Share Capital	Amount (INR) (Lakhs)
Authorised	20,000.00
Equity Share Capital	20,000.00
Preference	0.00
TOTAL	20,000.00
Issued, Subscribed and Paid-up Share Capital	
Equity Shares	13,370.52
Preference Shares	0.00
TOTAL	13,370.52

- (b) **Changes in its capital structure as at last quarter end i.e., September 30, 2025 for the preceding three financial years and the current year:**

For Q2 FY 2025-26

Date of Change (AGM/EGM)	Particulars	No. of Equity Shares
23 th July 2025	Rights Issue -	63,66,916

For FY 2024-25

Date of Change (AGM/EGM)	Particulars	No. of Equity Shares
25 th June 2024	Rights Issue -	1,66,66,667
26th March 2025	Rights Issue -	63,26,843

For FY 2023-24

Date of Change (AGM/EGM)	Particulars	No. of Equity Shares
15th February 2024	Rights Issue -	1,73,66,846
21 st October 2023	Rights Issue -	1,00,00,000
30 th June 2023	Rights Issue -	1,26,66,667

For FY 2022-23

Date of Change (AGM/EGM)	Particulars	No. of Equity Shares
09th April 2022	Rights Issue -	4,40,04,525
21st April 2022	Private Placement -	54,23,784
07th September 2022	Rights Issue -	36,35,349
09th November 2022	Rights Issue -	1,00,00,000

- (c) **Details of the Equity Share Capital of the Company, for the preceding three financial years and the current financial year:**

Date of	No of	Fac	Iss	Consider	Nature of	Cumulative	Rem
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Allotment	Equity Shares	Value (Rs .)	Price (Rs .)	Consideration (cash, other than cash)	Allotment	No of Equity Shares	Equity Shares Capital (Rs)	Equity Share Premium (Rs)	
Acquisition of Rajshree Tracom	1,247,630					1,247,630		6,962,010	
4/9/2022	44,004,525	10	22.1	Cash	Rights Issue	45,252,155	452,521,550	539,416,763	NA
4/28/2022	5,423,784	10	22.1	Cash	Private Placement	50,675,939	506,759,390	605,044,549	NA
9/7/2022	3,635,349	10	30	Cash	Rights Issue	54,311,288	543,112,880	677,751,529	NA
11/9/2022	10,000,000	10	30	Cash	Rights Issue	64,311,288	643,112,880	877,751,529	NA
Share Issue Expenses- 22-23								(4,729,774)	
6/30/2023	12,666,667	10	30	Cash	Rights Issue	76,977,955	769,779,550	1,126,355,095	NA
10/21/2023	10,000,000	10	40	Cash	Rights Issue	86,977,955	869,779,550	1,426,355,095	NA
2/14/2024	17,366,846	10	40	Cash	Rights Issue	104,344,801	1,043,448,010	1,947,360,475	NA
Share Issue Expenses- 23-24								(1,302,513)	
6/25/2024	16,666,667	10	60	Cash	Rights Issue	121,011,468	1,210,114,680	2,779,391,312	NA
3/26/2025	6,326,843	10	80	Cash	Rights Issue	127,338,311	1,273,383,110	3,222,270,322	NA
7/23/2025	63,66,916	10	80	Cash	Rights Issue	13,37,05,227	133,705,270	3,66,79,54,442	NA

Notes, if any: NIL

5.12 Details of any Acquisition or Amalgamation with any entity in the preceding 1 (one) year:

There are no acquisitions or amalgamations with any entity in the preceding 1 year. However, Keertana Finserv has acquired Keertana Financial Limited by way of shares purchase from existing shareholders of that company and now it is a 100% subsidiary to the issuer company on 04/05/2023.

5.13 Details of any Reorganization or Reconstruction in the preceding 1 (one) year:

Type Of Event	Date Of Announcement	Date Of Completion	Details
N.A	N.A	N.A	N.A

5.14 Details of the shareholding of the Company as at the latest quarter end, i.e., September 30, 2025:

- (a) **Shareholding pattern of the Company as on last quarter end, i.e. September 30, 2025 as per the format specified under the listing regulations:**

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

Category (I)	Category of shareholder	Number of shareholders (III)	Number of fully paid-up Equity Shares held*	Number of Partly paid-up Equity Shares held	Number of shares underlying Depository Receipts	Total number of shares held	Shareholding as a % of total number of shares (calculated as per SCRR, 1957)	Number of Voting Rights held in each class of securities			Number of shares Underlying Outstanding convertible securities (including Warrants)	Shareholding, as a % assuming full conversion of convertible securities (as a percentage of diluted share capital)	Number of Locked in shares	Number of Shares pledged or otherwise encumbered	Number of Equity Shares held in dematerialized form	
	(II)		(IV)	(V)	(VI)	(VII) $=(IV)+(V)+(VI)$	(VIII) As a % of $(A+B+C2)$	(IX)			(X)	(XI) $=(VII)+(X)$ As a % of $(A+B+C2)$	(XII)	(XIII)	(XIV)	
								Number of Voting Rights								
								Class: Equity Shares	Total	Total as a % of $(A+B+C)$			Number (a)	As a % of total Shares held (b)	Number (a)	As a % of total Shares held (b)
								Class X	Class Y	Total						
(I)	(II)	(III)	(IV)	(V)	(VI)	(VII)	(VIII)	(IX)			(X)	(XI)	(XII)	(XIII)	(XIV)	
(A)	Promoter and Promoter Group	5	13,29,73,802	-	-	13,29,73,802	99.45	13,29,73,802	13,29,73,802	99.45	-	-	-	-	132973802	99.5
(B)	Public	23	7,31,425	-	-	7,31,425	0.55	7,31,425	7,31,425	0.55	-	-	-	-	7,31,425	0.55
(C)	Non Promoter-Non Public	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-

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Category (I)	Category of shareholder (II)	Number of shareholders (III)	Number of fully paid-up Equity Shares held* (IV)	Number of Partly paid-up Equity Shares held (V)	Number of shares underlying Depository Receipts (VI)	Total number of shares held (VII) =(IV)+(V)+(VI)	Shareholding as a % of total number of shares (calculated as per SCRR, 1957) (VIII) As a % of (A+B+C2)	Number of Voting Rights held in each class of securities (IX)			Number of shares Underlying Outstanding convertible securities (including Warrants) (X)	Shareholding, as a % assuming full conversion of convertible securities (as a percentage of diluted share capital) (XI)= (VII)+(X) As a % of (A+B+C2)	Number of Locked in shares (XII)	Number of Shares pledged or otherwise encumbered (XIII)	Number of Equity Shares held in dematerialized form (XIV)			
								Number of Voting Rights		Total as a % of (A+B+ C)					Number (a)	As a % of total Shares held (b)	Number (a)	As a % of total Shares held (b)
								Class: Equity Shares	Total									
								Class X	Class Y									
(C1)	Shares underlying depository receipts	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
(C2)	Shares held by employee trusts	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
	Total (A+B+C)	28	13,37,05,227	-	-	13,37,05,227	100	13,37,05,227	13,37,05,227	100	-	-	-	-	13,37,05,227	100		

(b) Statement showing shareholding pattern of the Promoter and Promoter Group

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Category	Category & Name of the Shareholder	PAN	No of Shareholders	No of fully paid up equity shares held*	No of Partly paid-up equity shares held	No of Shares Underlying Depository Receipts	Total No of Shares Held (IV+V+VI)	Shareholding as a % of total no of shares (calculated as per SCRR, 1957) (VIII) As a % of (A+B+C2)	Number of Voting Rights held in each class of securities				No of Shares Underlying Outstanding convertible securities (Including Warrants)	Shareholding as a % assuming full conversion of convertible Securities (as a percentage of diluted share capital) (VII)+(X) As a % of (A+B+C2)	Number of Locked in Shares		Number of Shares pledged or otherwise encumbered	Number of equity shares held in dematerialized form
										No of Voting Rights		Total as a % of (A+B+C)			No.	As a % of total Shares held		
										Class		Total						
							X	Y										
		(II)		(IV)	(V)	(VI)	(VII)	(VIII)	(IX)			(X)					(XIV)	
	Indian																	
(a)	Individuals/Hindu undivided Family		5	13,29,73,802	-	-	13,29,73,802	99.45	13,29,73,802	13,29,73,802	13,29,73,802	99.45	-	-	-	-	-	13,29,73,802
(b)	Central Government/State Government(s)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-

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Category	Category & Name of the Shareholder	PAN	No of Shareholders	No of fully paid up equity shares held*	No of Partly paid-up equity shares held	No of Shares Underlying Depository Receipts	Total No of Shares Held (IV+V+VI)	Shareholding as a % of total no of shares (calculated as per SCRR, 1957) (VIII) As a % of (A+B+C2)	Number of Voting Rights held in each class of securities				No of Shares Underlying Outstanding convertible securities (Including Warrants)	Shareholding as a % assuming full conversion of convertible Securities (as a percentage of diluted share capital) (VII)+(X) As a % of (A+B+C2)	Number of Locked in Shares		Number of Shares pledged or otherwise encumbered	Number of equity shares held in dematerialized form
																	No.	
											Total							
(c)	Financial Institutions/Banks	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
(d)	Any Other	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	Sub-Total (A)(1)	-	5	13,29,73,802	-	-	13,29,73,802	99.45	13,29,73,802	13,29,73,802	13,29,73,802	99.45	-	-	-	-	-	13,29,73,802
-2	Foreign																	
(a)	Individuals (Non-Resident Individuals/Foreign Individuals)																	
(b)	Government	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
(c)	Institutions	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
(d)	Foreign Portfolio Investor	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
(e)	Any Other	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	Sub-Total (A)(2)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	Total Shareholding of Promoter and Promoter Group (A)=(A)(1) + (A)(2)	-	3	13,29,73,802	-	-	13,29,73,802	99.45	13,29,73,802	13,29,73,802	13,29,73,802	99.45	-	-	-	-	-	13,29,73,802

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(c) **List of top 10 holders of equity shares of the Company as at the latest quarter end, i.e. September 30, 2025:**

A. Equity Shares

Sr. No	Name of the Shareholders	Total No. of Equity Shares	No. of shares in demat form	Total Shareholding as % of total number of equity shares.
1.	Vijaya Sivarami Reddy Vendidandi	10,04,27,780	10,04,27,780	75.11
2.	Padmaja Gangireddy	2,94,04,194	2,94,04,194	21.99
3.	Revan Saahith Reddy	30,29,011	30,29,011	2.27
4.	Hina Ansari	4,00,183	400183	0.30
5.	Veena Ventrapragada	1,06,334	1,06,334	0.08
6.	Yanumula Koteswaramma	1,00,000	100000	0.08
7.	Nagari Raju	52,887	52,887	0.04
8.	Chagamreddy Sri Ram Charan Reddy	27,572	27,572	0.02
9.	Venkateswarlu R	19,005	19005	0.01
10.	G. Venkateswara Reddy	12,817	12817	0.01

5.15 Following details regarding the directors of the Company:

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

This table sets out the details regarding the Company's Board of Directors as on date of this General Information Document:

Name	Designation	DIN	Age (years)	Address	Director of the Company since	Details of other directorship	Whether willful defaulter (Yes/No)
Padmaja Gangireddy	Managing Director	00004842	59	A Block, Flat No. 208, Jayabheri Ornage County, Nanakramguda, Serilingampally, Gachibowli, Hyderabad, Telangana – 500032	03/11/2022	1. Abhiram Marketing Services Limited 2. Keertana Finserv Limited	No
Vijaya Sivarami Reddy Vendidandi	Director	03169778	62	A Block, Flat No. 208, Jayabheri Ornage County, Nanakramguda	02/11/2022	1. Abhiram Marketing Services Limited	No

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Name	Designation	DIN	Age (years)	Address	Director of the Company since	Details of other directorship	Whether willful defaulter (Yes/No)
				Serilingampally, Gachibowli, Hyderabad, Telangana – 500032		2. Keertana Finserv Limited 3. FinS Technologies Limited 4. Eternal Trading Private Limited 5. Arpita Chit funds Private Limited	
Raghu Venkata Harish	Independent Director	06792543	52	Villa No. 16-0204, Sri Ram Chipping Woods, Subha Enclave, HSR Layout, Bangalore South, Karnataka- 560102	30/03/2022	1. Keertana financial limited 2. Keertana finserv limited 3. Goodbooks Capital Advisors Llp	No
Mahesh Payannavar	Independent Director	00230347	63	Oberoi Enigma Tower A Flat no. 503, LBS marg, Near Johnson and Johnson Factory, Mulund West, Mumbai, Maharashtra 400080	27/02/2023	1. Keertana finserv limited 2. Satya micro housing finance private limited 3. Leela arcades private limited	No
Vara Prasad Chaganti	Independent Director	09425725	44	Flat No 407, Eden B Block, Lodha Casa Pradiso Opp Sanath Nagar Bus Depot,	30/03/2022	1. Keertana financial limited 2. Finserin online	No

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Name	Designation	DIN	Age (years)	Address	Director of the Company since	Details of other directorship	Whether willful defaulter (Yes/No)
				Balanagar, moosapet Hyderabad, Telangana, India - 500018		services private limited 3. Keertana finserv limited 4. Indhan impact financial services private limited	

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

The details of change in directors since last three years, period up to June 30, 2025:-

Name	Designation	DIN	Date of Appointment	Date of Cessation, if applicable	Date of resignation, if applicable
Varun Mundhra	Director	01394710	07/04/2007	NA	31/03/2022
Archana Mundhra	Director	00112810	07/04/2007	NA	31/03/2022
Padmaja Gangireddy	Managing Director	00048420	03/11/2022	NA	NA
Vijaya Sivarami Reddy Vendidandi	Director	03169778	02/11/2022	NA	NA
Vara Prasad Chaganti	Independent Director	09425725	30/03/2022	NA	NA
Raghu Venkata Harish	Independent Director	06792543	30/03/2022	NA	NA
Payannavar	Independent Director	00230347	27/02/2023	NA	NA

(c) Details of directors' remuneration, and such particulars of the nature and extent of their interests in the Company (during the current year and preceding three financial years):

Remuneration payable or paid to a director by the Company, its subsidiary or associate	FY	Related Party Transactions
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company; shareholding of the director in the company, its subsidiaries and associate companies on a fully diluted basis.	2021-22	Director's remuneration – Rs.9,60,000
	2022-23	Director's remuneration – Rs.45,59,441
	2023-24	Director's remuneration – Rs.66,57,556
	2024-25	Director's remuneration – Rs.1,69,47,645.16
	2025-26 Q1	Director's remuneration – 43,49,999
Appointment of any relatives to an office or place of profit of the issuer, its subsidiary or associate company	NIL	
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	NIL	
Contribution being made by the directors as part of the offer or separately in furtherance of such objects	NIL	

5.16 **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 – No**

5.17 **Following details regarding the auditors of the Company:**

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

Name	Address	Auditor Since
M. Anandam & Co.	7 A, Surya Towers, Sardar Patel Road, Secunderabad 500003	25 th July'2022
G V C A & Associates	Rd Number 53, Swamy Ayyappa Society,	27 th June'2024

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	Mega Hills, Madhapur, Hyderabad, Telangana 500081	
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(b) **Details of change in auditor for preceding three financial years and current financial year:**

Details of change in auditor since last three years, period up to September 30, 2025:-

Name of the Auditor	Address	Date of Appointment	Date of cessation, if applicable	Date of resignation, if applicable
Maroti & Co. Chartered Accountants	3A, Surendra Mohan Ghosh Sarani, 1 st Floor, Kolkata – 700001	30/09/2015	-	18/07/2022
M. Anandam & Co.	Rd Number 53, Swamy Ayyappa Society, Mega Hills, Madhapur, Hyderabad, Telangana 500081	30/09/2015	-	02/06/2024

5.18 DETAILS OF THE BORROWING OF THE ISSUER

Details of the following liabilities of the Issuer, as at the end of the last quarter, i.e September 30, 2025:

(a) **Details of Outstanding Secured Loan Facilities as on the preceding quarter (as on September 30, 2025)**

Note: All Loan facility are having exclusive security.

Name of lender	Type of Facility	Amount Sanctioned (in Rs Lakhs)	Principal Amount outstanding (in Rs. Lakhs)	Repayment date / Schedule	Security	Credit Rating, if applicable	Asset Classification
IKF Finance	Term Loan	2,000	708.33	Principal will be repaid in monthly instalments	Secured	-	Receivables
Maanaveeya Development & Finance Private Limited	Term Loan	2,500	416.50	Principal will be repaid in monthly instalments	JLG	-	Receivables
IndusInd Bank Limited	Term Loan	3,000	272.73	Principal will be repaid in monthly instalments	Gold	ICRA - BBB	Receivables

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YUBI Securities	Non-Convertible Debenture (NCD)	5,000	625.00	Principal will be repaid in equal quarterly instalments.	Gold	ICRA - BBB	Receivables
Capri Global Capital Limited	Term Loan	2,500	125.00	Principal will be repaid in monthly instalments	Gold	-	Receivables
Suryoday Small Finance Bank	Term Loan	1,300	182.29	Principal will be repaid in monthly instalments	50% Gold/LA P , 50% JLG	ICRA - BBB	Receivables
Oxyzo Financial Services Private Limited	Term Loan	4,500	418.75	Principal will be repaid in monthly instalments	Any	-	Receivables
Protium Finance Limited	Term Loan	2,000	284.67	Principal will be repaid in monthly instalments	Any	-	Receivables
Oxy Ventures & YUBI	Non-Convertible Debenture (NCD)	11,000	1,375.00	Principal will be repaid in equal quarterly instalments.	Gold	ICRA - BBB	Receivables
Bandhan Bank	Term Loan	2,000	571.43	Principal will be repaid in monthly instalments	Any	ICRA - BBB	Receivables
Jana Small Finance Bank	Term Loan	4,000	666.67	Principal will be repaid in monthly instalments	Gold	ICRA - BBB	Receivables
Capital Small Finance Bank	Term Loan	2,500	143.54	Principal will be repaid in monthly instalments	Secured	ICRA - BBB	Receivables
STCI Finance Limited	Term Loan	2,000	833.33	Principal will be repaid in monthly instalments	50% Gold/LA P , 50% JLG	-	Receivables
Maanaveeya Development & Finance Private Limited	Term Loan	3,000	1,250.00	Principal will be repaid in monthly instalments	JLG	-	Receivables
Capital Small Finance Bank	Term Loan	2,500	181.26	Principal will be repaid in monthly instalments	Secured	ICRA - BBB	Receivables

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MAS Financial Limited	Term Loan	3,000	625.00	Principal will be repaid in monthly instalments	LAP	-	Receivables
Oxyzo or Oxy Ventures	Non-Convertible Debenture (NCD)	11,000	2,750.00	Principal will be repaid in equal quarterly instalments.	Gold	ICRA - BBB	Receivables
Credit Saison (Kisetsu Saison Finance Pvt Ltd)	Term Loan	3,500	875.00	Principal will be repaid in monthly instalments	Any	-	Receivables
IDFC First Bank Limited	Term Loan	2,000	500.00	Principal will be repaid in monthly instalments	JLG	ICRA - BBB	Receivables
IDFC First Bank Limited	Term Loan	2,000	500.00	Principal will be repaid in monthly instalments	JLG	ICRA - BBB	Receivables
IDFC First Bank Limited	Term Loan	1,000	291.67	Principal will be repaid in monthly instalments	JLG	ICRA - BBB	Receivables
IKF Finance	Term Loan	2,000	1,055.56	Principal will be repaid in monthly instalments	Secured	-	Receivables
YUBI Securities	Non-Convertible Debenture (NCD)	5,000	1,875.00	Principal will be repaid in equal quarterly instalments.	Gold	ICRA - BBB	Receivables
Light house Canton	Non-Convertible Debenture (NCD)	2,500	937.50	Principal will be repaid in equal quarterly instalments.	Gold	ICRA - BBB	Receivables
MAS Financial Limited	Term Loan	2,000	666.67	Principal will be repaid in monthly instalments	JLG	-	Receivables
YUBI Securities & MothiLal	Non-Convertible Debenture (NCD)	7,500	2,812.50	Principal will be repaid in equal quarterly instalments.	Gold	ICRA - BBB	Receivables
Oxy Ventures	Non-Convertible Debenture (NCD)	17,500	6,562.50	Principal will be repaid in equal quarterly instalments.	Gold	ICRA - BBB	Receivables

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Oxyzo Financial Services Private Limited	Term Loan	3,150	1,012.50	Principal will be repaid in monthly instalments	Any	-	Receivables
Maanaveeya Development & Finance Private Limited	Term Loan	3,000	1,666.56	Principal will be repaid in monthly instalments	JLG	-	Receivables
Oxyzo Financial Services Private Limited	Term Loan	3,150	168.75	Principal will be repaid in monthly instalments	Any	-	Receivables
Bonds India	Non-Convertible Debenture (NCD)	3,600	3,600.00	Principal will be repaid equally in last four instalments at the end of the 27th, 30th, 33rd, and 36th months	Gold	ICRA - BBB	Receivables
Ambit Finvest (Dune 05 24)	Securitisation (PTC)	4,161	334.04	Principal will be repaid in monthly instalments	PTC	ICRA	Receivables
ESAF Small Finance Bank	Term Loan	4,000	1,133.73	Principal will be repaid in monthly instalments	Gold	ICRA - BBB	Receivables
Clix Capital(Vikram 06 24)	Securitisation (PTC)	4,764	310.00	Principal will be repaid in monthly instalments	PTC	ICRA	Receivables
InCred Financial Services Limited	Term Loan	2,000	538.38	Principal will be repaid in monthly instalments	Any	-	Receivables
MAS Financial Limited	Term Loan	1,500	625.00	Principal will be repaid in monthly instalments	LAP	-	Receivables
Dexif	Non-Convertible Debenture (NCD)	5,000	5,000.00	Principal will be repaid in two equal instalments at the end of the 27th and 30th months	Gold	India Ratings - BBB+	Receivables

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Karur Vysya Bank	Term Loan	2,500	1,250.00	Principal will be repaid in monthly instalments	Any	ICRA - BBB	Receivables
ABFL(Virtus 07 24)	Securitisation (PTC)	3,917	1,029.11	Principal will be repaid in monthly instalments	PTC	ICRA	Receivables
Godrej(Topaz 07 24)	Securitisation (PTC)	6,761	1,580.18	Principal will be repaid in monthly instalments	PTC	ICRA	Receivables
SMC Finance (Moneywise Financial Services Pvt Ltd)	Term Loan	1,500	674.16	Principal will be repaid in monthly instalments	Gold	-	Receivables
Dexif - Reissuance	Non-Convertible Debenture (NCD)	5,000	5,000.00	Principal will be repaid in two equal instalments at the end of the 27th and 30th months	Gold	India Ratings - BBB+	Receivables
Kotak Mahindra Bank Limited	Term Loan	2,000	916.67	Principal will be repaid in monthly instalments	LAP/HL	ICRA - BBB	Receivables
InCred Financial Services Limited	Term Loan	2,000	425.75	Principal will be repaid in monthly instalments	Any	-	Receivables
Credit Saison (Kisetsu Saison Finance Pvt Ltd)	Term Loan	2,500	1,250.00	Principal will be repaid in monthly instalments	Any	-	Receivables
Shriram Finance	Term Loan	2,500	1,336.22	Principal will be repaid in monthly instalments	Any	-	Receivables
Poonawalla	Term Loan	2,500	1,431.89	Principal will be repaid in monthly instalments	Any	-	Receivables
Nabkisan	Term Loan	3,000	2,332.91	Principal will be repaid in monthly instalments	JLG	-	Receivables
IDFC First Bank Limited	Term Loan	7,500	2,500.00	Principal will be repaid in monthly instalments	Gold	ICRA - BBB	Receivables

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MAS Financial Limited(Mars 08 24)	Securitisation (PTC)	3,421	1,031.78	Principal will be repaid in monthly instalments	PTC	ICRA	Receivables
Tourism Finance Corporation Limited(TFCI)	Term Loan	1,500	996.00	Principal will be repaid in monthly instalments	Gold	-	Receivables
Ambit Finvest Private Limited	Term Loan	1,650	946.45	Principal will be repaid in monthly instalments	Gold	-	Receivables
Northern Arc Capital Limited	Term Loan	3,000	1,729.20	Principal will be repaid in monthly instalments	60% Gold, 40% JLG	-	Receivables
Dexif	Non-Convertible Debenture (NCD)	7,500	7,500.00	Principal will be repaid equally in last three instalments i.e. 33% at the end of 28th month 33% at the end of 29th month 33% at the end of 30th month	Gold	India Ratings - BBB+	Receivables
IDFC First Bank Limited	Term Loan	7,500	1,354.17	Principal will be repaid in monthly instalments	Gold	ICRA - BBB	Receivables
Jana Small Finance Bank	Term Loan	4,000	1,777.78	Principal will be repaid in monthly instalments	Gold	ICRA - BBB	Receivables
MAS Financial Limited(Acherna 10 24)	Securitisation (PTC)	3,035	1,322.61	Principal will be repaid in monthly instalments	PTC	ICRA	Receivables
MAS Financial Limited	Term Loan	2,000	1,166.67	Principal will be repaid in monthly instalments	LAP	-	Receivables
IndusInd Bank Limited	Term Loan	5,000	3,043.48	Principal will be repaid in monthly instalments	JLG	ICRA - BBB	Receivables

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Northern Arc Capital Limited	Non-Convertible Debenture (NCD)	4,000	2,800.00	20% of the principal will be repaid at the end of the 6th month, and the remaining 80% will be repaid in equal quarterly instalments thereafter.	60% Gold, 40% JLG	India Ratings - BBB+	Receivables
Yes Bank	Term Loan	2,000	1,250.00	Principal will be repaid in monthly instalments	JLG	ICRA - BBB	Receivables
Capital Small Finance Bank	Term Loan	2,000	1,537.41	Principal will be repaid in monthly instalments	Gold	ICRA - BBB	Receivables
Suryoday Small Finance Bank	Term Loan	1,300	920.12	Principal will be repaid in monthly instalments	50% Gold/LAP, 50% Unsecured	ICRA - BBB	Receivables
MAS Financial Limited (Comet 12 24)	Securitisation (PTC)	2,475	1,125.49	Principal will be repaid in monthly instalments	PTC	ICRA	Receivables
YUBI Securities	Non-Convertible Debenture (NCD)	5,000	5,000.00	Principal will be repaid in full at maturity	Gold	India Ratings - BBB+	Receivables
MAS Financial Limited	Term Loan	1,000	708.33	Principal will be repaid in monthly instalments	LAP	-	Receivables
Arohan Financial Services Limited	Term Loan	3,000	2,078.93	Principal will be repaid in monthly instalments	Individual loans/JLG loans	-	Receivables
Bandhan Bank	Term Loan	3,500	3,000.00	Principal will be repaid in monthly instalments	Gold	ICRA - BBB	Receivables
SMC Finance (Moneywise Financial Services Pvt Ltd)	Term Loan	1,000	659.18	Principal will be repaid in monthly instalments	Gold	-	Receivables

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Poonawalla	Term Loan	1,500	1,159.62	Principal will be repaid in monthly instalments	Gold	-	Receivables
YUBI Securities	Non-Convertible Debenture (NCD)	4,000	4,000.00	Principal will be repaid in full at maturity	Gold	India Ratings - BBB+	Receivables
ESAF Small Finance Bank	Term Loan	4,000	1,303.06	Principal will be repaid in monthly instalments	Gold	ICRA - BBB	Receivables
IDFC First Bank Limited	Term Loan	7,500	3,750.00	Principal will be repaid in monthly instalments	Any	ICRA - BBB	Receivables
InCred Financial Services Limited	Term Loan	1,000	812.71	Principal will be repaid in monthly instalments	Any	-	Receivables
MAS Financial Limited(Koroni 03 25)	Securitisation (PTC)	2,990	1,653.53	Principal will be repaid in monthly instalments	PTC	ICRA	Receivables
MAS Financial Limited	Term Loan	1,250	989.58	Principal will be repaid in monthly instalments	LAP	-	Receivables
Kotak Mahindra Bank Limited	Term Loan	2,500	1,250.00	Principal will be repaid in monthly instalments	Gold	ICRA - BBB	Receivables
Clix Capital(Spring 03 2025)	Securitisation (PTC)	3,283	2,605.65	Principal will be repaid in monthly instalments	PTC	ICRA	Receivables
Jana Small Finance Bank	Term Loan	4,000	2,888.89	Principal will be repaid in monthly instalments	Gold	ICRA - BBB	Receivables
YUBI Securities - Reissuance	Non-Convertible Debenture (NCD)	2,200	1,540.00	20% of the principal will be repaid at the end of the 6th month, and the remaining 80% will be repaid in equal quarterly instalments thereafter.	Gold	India Ratings - BBB+	Receivables

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YUBI Securities - Reissuance	Non-Convertible Debenture (NCD)	3,800	3,800.00	Principal will be repaid in full at maturity	Gold	India Ratings - BBB+	Receivables
IDFC First Bank Limited	Term Loan	2,500	1,979.17	Principal will be repaid in monthly instalments	Any	ICRA - BBB	Receivables
Jiraaf & Alpha	Non-Convertible Debenture (NCD)	4,000	3,428.57	Principal will be repaid in equal quarterly instalments.	Gold	India Ratings - BBB+	Receivables
YUBI - 2nd Reissuance	Non-Convertible Debenture (NCD)	2,500	2,500.00	Principal will be repaid in full at maturity	Gold	India Ratings - BBB+	Receivables
Shriram Finance	Term Loan	2,000	1,782.67	Principal will be repaid in monthly instalments	Gold/Home/LAP loans	-	Receivables
MAS Financial Limited	Term Loan	1,000	833.33	Principal will be repaid in monthly instalments	LAP	-	Receivables
YUBI Securities	Non-Convertible Debenture (NCD)	5,000	5,000.00	Bullet repayment at maturity	Gold	India Ratings - BBB+	Receivables
InCred	Non-Convertible Debenture (NCD)	5,000	3,750.00	Principal will be repaid in equal quarterly instalments.	Gold	India Ratings - BBB+	Receivables
Jiraaf	Non-Convertible Debenture (NCD)	2,500	1,875.00	Principal will be repaid in equal quarterly instalments.	Gold	India Ratings - BBB+	Receivables
Patni	Non-Convertible Debenture (NCD)	1,500	1,125.00	Principal will be repaid in equal quarterly instalments.	Gold	India Ratings - BBB+	Receivables
Nabkisan	Term Loan	5,000	5,000.00	Principal will be repaid in monthly instalments	Gold	-	Receivables

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Mosaic & Northern Arc	Non-Convertible Debenture (NCD)	2,500	2,291.67	Principal will be repaid in quarterly instalments	Gold	India Ratings - BBB+	Receivables
Bonds India	Non-Convertible Debenture (NCD)	2,500	2,500.00	Principal will be repaid semi-annually during the last 12 months of the loan tenure. i.e. 50% at the end of 30th month 50% at the end of 36th month	Gold	India Ratings - BBB+	Receivables
Grip Invest (LoanxKnotweed 06 25)	Securitisation (PTC)	2,855	2,603.66	Principal will be repaid in monthly instalments	PTC	ICRA	Receivables
Arohan Financial Services Limited	Term Loan	2,000	1,692.88	Principal will be repaid in monthly instalments	Gold	-	Receivables
Northern Arc Capital Limited	Non-Convertible Debenture (NCD)	2,000	2,000.00	Principal will be repaid in equal quarterly instalments.	Gold	India Ratings - BBB+	Receivables
Neo Wealth	Non-Convertible Debenture (NCD)	5,000	5,000.00	Principal will be repaid semi-annually 20% at the end of 6th month 20% at the end of 12 th month 60% at the end of 18th month	Gold	India Ratings - BBB+	Receivables
Hinduja Leyland Finance Reissuance	Non-Convertible Debenture (NCD)	3,683	3,156.86	Principal will be repaid in equal quarterly instalments.	Gold	India Ratings - BBB+	Receivables

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Wint Wealth	Non-Convertible Debenture (NCD)	10,000	10,000.00	Principal will be repaid once in every four months 96% of the principal will be paid in first 12 months (33% once in every 4 months) and the remaining 4% will be repaid at maturity	Gold	India Ratings - BBB+	Receivables
YUBI - Reissuance	Non-Convertible Debenture (NCD)	3,500	3,500.00	Principal will be repaid in full at maturity	Gold	India Ratings - BBB+	Receivables
MAS Financial Limited	Term Loan	1,250	1,145.83	Principal will be repaid in monthly instalments	LAP	-	Receivables
YUBI - Reissuance	Non-Convertible Debenture (NCD)	3,500	3,500.00	Bullet repayment at maturity	Gold	India Ratings - BBB+	Receivables
Neo Wealth	Non-Convertible Debenture (NCD)	10,000	10,000.00	Principal will be repaid in 3 equal instalments i.e. 33% at the end of 15th month 33% at the end of 18th month 33% at the end of 21st month	Gold	India Ratings - BBB+	Receivables
YUBI Securities	Non-Convertible Debenture (NCD)	5,000	5,000.00	Principal to be repaid 50% at the end of 18th month and balance 50% to be repaid at the end of 24th months	Gold	India Ratings - BBB+	Receivables

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YES Bank	WCDL	2,000	2,000.00	Principal will be repaid in monthly instalments	Gold	ICRA - BBB	Receivables
Paul Merchants	Term Loan	2,000	2,000.00	Principal will be repaid in monthly instalments	Gold	-	Receivables
ASK Private Credit	Non-Convertible Debenture (NCD)	4,500	4,500.00	Principal will be repaid in 95% at the end of 22th month and balance 5% to be repaid on 31th month	Gold	India Ratings - BBB+	Receivables
Equitas Small Finance Bank	Term Loan	2,000	2,000.00	Principal will be repaid in monthly instalments	Gold	ICRA - BBB	Receivables
Northern Arc Capital Limited & Motilal - Reissuance	Non-Convertible Debenture (NCD)	3,000	3,000.00	Principal will be repaid in equal quarterly instalments.	Gold	India Ratings - BBB+	Receivables
IDFC First Bank Limited	Sub Debt	5,000	5,000.00	Principal will be repaid in monthly instalments	Gold	ICRA - BBB	Receivables
Wint Wealth	Non-Convertible Debenture (NCD)	2,000	2,000.00	Bullet repayment at maturity	Gold	India Ratings - BBB+	Receivables
Arohan Financial Services Limited	Term Loan	5,000	5,000.00	Principal will be repaid in monthly instalments	Gold	-	Receivables
Jana Small Finance Bank	Term Loan	5,000	5,000.00	Principal will be repaid in monthly instalments	Gold	ICRA - BBB	Receivables

(b) **Details of Outstanding Unsecured Loan Facilities as on the preceding quarter (as on September 30, 2025):**

Lender's Name	Type of facility	Sanction Amount (in Rs Lakhs)	Outstanding Principal Amount (in Rs Lakhs)	Repayment date or Schedule	Credit Rating, if applicable
IDFC First Bank Limited	Sub Debt (Unsecured Term Loan)	5,000	5,000	Principal will be repaid after 5 years	ICRA - BBB

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(c) **Details of Outstanding Non-Convertible Securities as on the preceding quarter (as on September 30, 2025):**

Debt Series	ISIN	Te no r	Coupon	O/S as on 30_09_2 025 (in Rs. Lakhs)	Date of Allotment	Redemptio n Date	Credit Rating	Secured / Unsecur ed	Securi ty
1	INEONES07071	24	11.60%	625	28-Nov-23	28-11-2025	ICRA - BBB	Secured	110%
2	INEONES07071	24	11.60%	1,375	15-Dec-23	28-11-2025	ICRA - BBB	Secured	110%
3	INEONES07089	24	11.50%	2,750	20-Feb-24	20-02-2026	ICRA - BBB	Secured	110%
4	INEONES07097	24	11.40%	1,875	12-Apr-24	12-04-2026	ICRA - BBB	Secured	110%
5	INEONES07097	24	11.40%	938	18-Apr-24	12-04-2026	ICRA - BBB	Secured	110%
6	INEONES07097	24	11.40%	2,813	02-May-24	12-04-2026	ICRA - BBB	Secured	110%
7	INEONES07105	24	11.40%	6,563	10-May-24	10-05-2026	ICRA - BBB	Secured	110%
8	INEONES07113	24	11.40%	3,600	13-Jun-24	13-06-2027	ICRA - BBB	Secured	110%
9	INEONES07121	30	11.40%	5,000	30-Jul-24	28-01-2027	IND BBB+	Secured	110%
10	INEONES07121	29	11.40%	5,000	29-Aug-24	28-01-2027	IND BBB+	Secured	110%
11	INEONES07139	30	11.40%	7,500	22-Oct-24	22-04-2027	IND BBB+	Secured	110%
12	INEONES07147	30	11.40%	2,800	26-Nov-24	26-05-2027	IND BBB+	Secured	110%
13	INEONES07154	24	11.30%	5,000	23-Jan-25	23-01-2027	IND BBB+	Secured	110%
14	INEONES07162	24	11.30%	4,000	06-Mar-25	06-03-2027	IND BBB+	Secured	110%
15	INEONES07147	25	11.40%	1,540	08-Apr-25	26-05-2027	IND BBB+	Secured	110%
16	INEONES07162	24	11.30%	3,800	24-Apr-25	06-03-2027	IND BBB+	Secured	110%
17	INEONES07170	21	11.30%	3,429	30-Apr-25	30-01-2027	IND BBB+	Secured	110%
18	INEONES07162	22	11.30%	2,500	15-May-25	06-03-2027	IND BBB+	Secured	110%
19	INEONES07188	18	11.20%	5,000	11-Jun-25	11-12-2026	IND BBB+	Secured	110%
20	INEONES07196	12	11.40%	3,750	16-Jun-25	19-06-2026	IND BBB+	Secured	110%
21	INEONES07196	12	11.40%	1,875	16-Jun-25	19-06-2026	IND BBB+	Secured	110%
22	INEONES07196	12	11.40%	1,125	16-Jun-25	19-06-2026	IND BBB+	Secured	110%
23	INEONES07212	36	11.40%	2,292	23-Jun-25	23-06-2028	IND BBB+	Secured	110%
24	INEONES07204	36	11.40%	2,500	25-Jun-25	19-06-2026	IND BBB+	Secured	120%
25	INEONES07220	21	11.30%	2,000	11-Jul-25	11-04-2027	IND BBB+	Secured	110%
26	INEONES07238	18	11.40%	5,000	15-Jul-25	15-01-2027	IND BBB+	Secured	110%
27	INEONES07170	18	11.30%	3,157	18-Jul-25	30-01-2027	IND BBB+	Secured	110%
28	INEONES07246	20	11.20%	10,000	24-Jul-25	03-04-2027	IND BBB+	Secured	110%
29	INEONES07154	17	11.30%	3,500	28-Jul-25	23-01-2027	IND BBB+	Secured	110%
30	INEONES07188	16	11.20%	3,500	01-Aug-25	11-12-2026	IND BBB+	Secured	110%
31	INEONES07253	21	11.40%	10,000	12-Aug-25	12-05-2027	IND BBB+	Secured	110%
32	INEONES07261	24	11.10%	5,000	19-Aug-25	04-08-2027	IND BBB+	Secured	110%
33	INEONES07279	31	11.40%	4,500	11-Sep-25	27-03-2028	IND BBB+	Secured	110%
34	INEONES07220	19	11.30%	3,000	16-Sep-25	11-04-2027	IND BBB+	Secured	110%
35	INEONES07188	15	11.20%	2,000	24-Sep-25	11-12-2026	IND BBB+	Secured	110%

(d) **Details of Outstanding commercial papers as on the preceding quarter (as on September 30, 2025):**

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Series of NCS	ISIN	Tenor / Maturity Period	Coupon	Amount Outstanding	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										

5.19 List of top 10 holders of non-convertible securities in terms of value as on the preceding quarter (as on September 30, 2025) (in cumulative basis)

Sr. No	Name of Holders	Category of holder	Face value of holding	Holding as a % of total outstanding non-convertible securities of the issuer
1	NORTHERN ARC CAPITAL LIMITED	NBFC (Non-Banking Financial Company)	1,00,000.00 70,000.00	3.12%
2	NEO INCOME PLUS FUND	AIF (Alternative Investment Fund)	1,00,000	2.82%
3	ASK PRIVATE CREDIT FUND - SERIES A	AIF (Alternative Investment Fund)	1,00,000	2.26%
4	OXYZO FINANCIAL SERVICES PRIVATE LIMITED.	NBFC (Non-Banking Financial Company)	25,000 37,500 10,000	2.06%
5	HINDUJA LEYLAND FINANCE LIMITED	NBFC (Non-Banking Financial Company)	85,714 25,000	1.72%
6	AJAZ FAROOQI	Individual Investor / HNI (High Net-worth Individual)	1,00,000	1.69%
7	S K FINANCE LIMITED	NBFC (Non-Banking Financial Company)	1,00,000	1.61%
8	INCRED ALTERNATIVE OPPORTUNITIES TRUST-INCRED CREDIT OPPORTUNITIES FUND - I	AIF (Alternative Investment Fund)	70,000 25,000 37,500	1.47%
9.	AJANTA PHARMA LIMITED	Corporate Investor	1,00,000	1.35%
10	RAMESH KUNHIKANNAN	Individual Investor / HNI (High Net-worth Individual)	1,00,000	1.13%

5.20 List of top 10 holders of commercial papers in terms of value as on the preceding quarter (as on September 30, 2025) (in cumulative basis)

Sr. No	Name of Holders	Category of holder	Face value of holding	Holding as a % of total commercial paper outstanding of the issuer
NIL				

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- 5.21 **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:**

Name of Party (in case of facility) / Name of Instrument	Type of facility / Instrument	Amount sanctioned / issued	Principal Amount outstanding	Date of Repayment / Schedule	Credit Rating	Secured /Unsecured	Security
NIL							

- 5.22 **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.**

Nil

- 5.23 **Details of any outstanding borrowing taken / debt securities issued for consideration other than cash. This information shall be disclosed whether such borrowing / debt securities have been taken / issued: (i) in whole or part, (ii) at a premium or discount, or (iii) in pursuance of an option or not:**

Nil

- 5.24 **Details of all defaults 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 3 (three) years, including the current financial year:**

Nil

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

As set out in **Annexure VIII** and **Annexure IX** hereinbelow.

- 5.20 **Any material event/ development or change having implications 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.) 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 papers.**

The Issuer hereby declares that there has been no 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.) at the time of issue, which may affect the Issue or the Investor's decision to invest/ continue to invest in the debt securities of the Issuer.

- 5.21 **Any litigation or legal action pending or taken by a Government Department or a statutory body or a regulatory body during the last three years immediately preceding the year of the issue of prospectus against the promoter of the Company;**

Nil

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

Nil

5.23 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. –

Nil

5.24 Details of acts of material frauds committed against the Company in the preceding 3 (three) financial years and current financial year, if any, and if so, the action taken by the Company

Nil

5.25 Details of pending proceedings initiated against the Company for economic offences, if any

Nil

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.

Transactions with related parties for year ended March 31, 2025

Particulars	Key Managerial Personnel (Directors)	Key Managerial Personnel (other than directors)	Entities over which Key Management Personnel (Directors) and their relatives (close members) have significant influence	Subsidiary
Rent paid (Property)	66.86	-	53.78	-
Rent paid (Machinery)	-	-	-	10.04
Interest Expense on Loan taken	72.27	-	41.75	7.89
Financial Assets Acquisition	-	-	-	-
Purchase of Property, plant and equipment	-	-	101.49	-
Service Charges paid	-	-	374.96	-
Commission Income	-	-	30.46	-
Investment in Equity Share Capital	-	-	-	-
Remuneration	169.48	62.38	36.00	-
Sitting Fees	25.62	-	-	-
Borrowings (other than Debt Securities)	12,000.00	-	13,660.00	1,200.00
Repayment of Borrowings (other than Debt Securities)	8,500.00	-	13,660.00	1,200.00

Transactions with related parties for year ended March 31, 2024

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Particulars	Key Managerial Personnel (Directors)	Key Managerial Personnel (other than directors)	Entities over which Key Management Personnel (Directors) and their relatives (close members) have significant influence	Subsidiary
Rent paid	48.05	-	23.25	-
Interest Expense on Loan taken	61.77	-	114.38	-
Financial Assets Acquisition	-	-	2,271.21	-
Purchase of Property, plant and equipment	-	-	107.85	-
Service Charges paid	-	-	60.92	-
Commission Income	-	-	37.15	-
Investment in Equity Share Capital	-	-	-	1,221.25
Remuneration	66.58	33.49	-	-
Sitting Fees	26.16	-	-	-
Borrowings (other than Debt Securities)	6,870.00	-	32,515.17	-
Repayment of Borrowings (other than Debt Securities)	6,870.00	-	35,463.17	-

Transactions with related parties for year ended March 31, 2023

Particulars	KMP (Directors)	KMP (other than directors)	Entities over which KMP (Directors) and their relatives (close members) have significant influence	Wholly Owned Subsidiary
Rent paid	10.45	-	29.06	-
Interest Expense on Loan taken	315.11	-	589.44	0.07
Financial Assets Acquisition	-	-	23,390.51	-
Purchase of Property, plant and equipment	-	-	788.69	-
Service Charges paid	-	-	26.16	-
Commission Income	-	-	26.19	-
Investment in Equity Share Capital	-	-	-	-
Remuneration	30.00	6.86	-	8.73
Sitting Fees	16.67	-	-	-
Borrowings (other than Debt Securities)	20,500.00	-	47,587.00	10.90
Repayment of Borrowings (other than Debt Securities)	20,500.00	-	44,639.00	10.90
Advance Taken	545.78	-	-	-
Advance repaid	254.00	-	-	-

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

- 5.28 **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:**

As set out in Annexure VIII hereinbelow.

- 5.29 **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.**

As set out in Annexure VIII hereinbelow.

- 5.30 **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.**

As specified in the relevant Key Information Document.

- 5.31 **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.**

As specified in the relevant Key Information Document.

- 5.32 **Details of credit rating along with reference to the rating letter issued (not older than one month on the date of opening of the issue) by the rating agencies in relation to the issue shall be disclosed. The detailed press release of the Credit Rating Agencies along with rating rationale(s) adopted (not older than one year on the date of opening of the issue) shall also be disclosed.**

As specified in the relevant Key Information Document.

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

As specified in the relevant Key Information Document.

- 5.34 **Disclosure of Cash flow with date of interest/dividend/ redemption payment as per day count convention**

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(a) ***The day count convention for dates on which the payments in relation to the non-convertible securities which need to be made:***

Coupon and all other charges shall accrue based on actual/actual day count convention in accordance with Chapter III (*Day count convention, disclosure of cash flows and other disclosures in the offer document*) of the SEBI circular no. SEBI/HO/DDHS/PoD1/P/CIR/2024/54 dated May 22, 2024 on "*Master Circular for issue and listing of Non-convertible Securities, Securitised Debt Instruments, Security Receipts, Municipal Debt Securities and Commercial Paper*", as may be amended and modified from time to time;

(b) ***Procedure and time schedule for allotment and issue of securities:***

Please refer to the column on "*Issue Timing*" under Section 5.34 (*Issue Details*) of this General Information Document; and

(c) ***Cash flows emanating from the non-convertible securities shall be mentioned in the General Information Document, by way of an illustration:***

The cashflows emanating from the Non-Convertible Securities, by way of an illustration, are set out in the respective Key Information Document.

5.35 **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/has been created as specified by the Board:

The Non-Convertible Securities are proposed to be listed on the WDM segment of the BSE. The Issuer shall comply with the requirements of the listing agreement for debt securities to the extent applicable to it on a continuous basis.

The Issuer has obtained the in-principle approval for the listing of the Non-Convertible Securities from BSE and the same is annexed in **Annexure VII** hereto. The Issuer shall also be creating the recovery expense fund prescribed as per the SEBI Debenture Trustees Circular and relevant applicable SEBI regulations with BSE.

The Non-Convertible Securities are not proposed to be listed on more than one stock exchange.

5.36 **Other details:**

(a) **Creation of Debenture Redemption Reserve ("DRR") – relevant legislations and applicability:**

(i) The Company hereby agrees and undertakes that, if required under Applicable Law, it will create a debenture redemption reserve ("**DRR**") in accordance with the provisions of the Act (and the rules and regulations made thereunder) and the guidelines issued by the relevant Governmental Authorities.

(ii) If any guidelines are formulated (or modified or revised) by any Governmental Authority in respect of creation of the DRR prior to the Final Settlement Date, then the Company shall comply with such guidelines and shall do all deeds, acts and things as may be required by the Debenture Trustee in respect of the creation and maintenance of the DRR.

(iii) Where applicable, the Company shall submit to the Debenture Trustee a certificate duly

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certified by a chartered accountant certifying that the Company has transferred the required amount to the DRR at the end of each Financial Year.

- (iv) In addition to the above, to the extent required by Applicable Law, the Company shall, in any Financial Year, in respect of any amounts of the Non-Convertible Securities maturing in such Financial Year, invest or deposit amounts up to such thresholds as may be prescribed by Applicable Law and in such form and manner as prescribed therein and within the time periods prescribed therein.

(b) Issue / instrument specific regulations - relevant details (Companies Act, Reserve Bank of India guidelines etc.):

i. The Debentures are governed by and will be construed in accordance with the Indian Law. The Issuer, the Debentures and Issuer's obligations under the Debentures shall, at all times, be subject to the directions of the Reserve Bank of India (RBI), Securities & Exchange Board of India (SEBI), Stock Exchanges, Companies Act, 2013 and other applicable laws and regulations from time to time.

- a) the Companies Act, 2013;
- b) the Companies Act, 1956 (to the extent applicable and in force);
- c) the Securities Contracts (Regulation) Act, 1956;
- d) the Companies (Share Capital and Debentures) Rules, 2014;
- e) the Companies (Prospectus and Allotment of Securities) Rules, 2014;
- f) the Securities and Exchange Board of India Act, 1992;
- g) the Depositories Act, 1996;
- h) the NCS Listing Regulations, as amended from time to time;
- i) the SEBI LODR Regulations, as amended from time to time;
- j) the Master Circular for Debenture Trustees, as amended from time to time;
- k) the Listed NCDs Master Circular, as amended from time to time;
- l) the SEBI Merchant Banker Regulations, as amended from time to time;
- m) the Securities and Exchange Board of India (Debenture Trustees) Regulations, 1993, as amended from time to time; and
- n) all other relevant laws (including rules, regulations, clarifications, notifications, directives, circulars as may be issued by the Securities Exchange Board of India, the Reserve Bank of India and any statutory, regulatory, judicial, quasi-judicial authority).

Over and above, the said debentures shall be subject to the term and conditions as contained in the General Information Document/ Key Information Document, application form and the Debenture Trust Deed / Trustee Agreement.

ii. In the event the Issuer proposed to issue Debentures with face value of INR 10,000/- (Indian Rupees Ten Thousand Only), the Issuer shall appoint a Merchant Banker for the issue for performing the role, responsibilities and obligations same as they would be in case of public issue of debt security or non-convertible redeemable preference share, as provided under **clause 1.3 of Chapter V (Denomination of issuance and trading of Non-convertible Securities)** of the Listed NCDs Master Circular,

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

(i) Subject to the following conditions:

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

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

(c) **Default in payment:**

Please refer to the terms and conditions of the Non-Convertible Securities set out in Section 5.34 (Issue Details) of this General Information Document.

As specified in the relevant Key Information Document.

(d) **Delay in listing:**

In accordance with the Securities and Exchange Board of India (Issue and Listing of Non-Convertible Securities) Regulations, 2021 as amended from time to time, read together with the requirements in respect of the timelines for listing of debt securities issued on a private placement basis prescribed in Chapter VII (*Standardization of timelines for listing of securities issued on a private placement basis*) of the SEBI circular no. SEBI/HO/DDHS/PoD1/P/CIR/2024/54 dated May 22, 2024 on "*Master Circular for issue and listing of Non-convertible Securities, Securitised Debt Instruments, Security Receipts, Municipal Debt Securities and Commercial Paper*" (as amended and modified from time to time), the Issuer confirms that in the event there is any delay in listing a of the Non-Convertible Securities beyond (T+3) working days, wherein "T" shall be referred to the issue closing date, the Company will pay to the Debenture Holders, penal interest of 1% (one percent) per annum over the Interest Rate, from the date of allotment of the Non-Convertible Securities until the listing of the Non-Convertible Securities is completed.

(e) **Delay in allotment of securities:**

- (i) The Issuer shall ensure that the Non-Convertible Securities are allotted to the respective Debenture Holders and are credited into the demat accounts of the relevant Debenture Holders within the timelines prescribed under the SEBI Listing Timelines Requirements.
- (ii) If the Issuer fails to allot the Non-Convertible Securities to the Applicants within 60 (sixty) calendar days from the date of receipt of the Application Monies ("**Allotment Period**"), it shall repay the Application Monies to the Applicants within 15 (fifteen) calendar days from the expiry of the Allotment Period ("**Repayment Period**").
- (iii) If the Issuer fails to repay the Application Monies within the Repayment Period, then Issuer shall be liable to repay the Application Monies along with interest at the applicable Interest Rate or 12% (twelve percent) per annum, whichever is higher, from the expiry of the Allotment Period.

5.37 **Issue details:**

Please refer to Section 5.34 (*Issue Details*) of this General Information Document

5.38 **Application process:**

The application process for the Issue is as provided in Section 8 of this General Information Document.

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

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All disclosures under Form No. PAS-4 of Companies (Prospectus and Allotment of Securities), Rules, 2014 have been set out in Section 10.

5.40 **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

5.41 **The issue document shall include the following other matters and reports, namely:**

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

(1) **in the purchase of any business; or**

(2) **in the purchase of an interest in any business and by reason of that purchase, or anything to be done in consequence thereof, or in connection therewith, the company shall become entitled to an interest in either the capital or profits and losses or both, in such business exceeding fifty per cent. thereof, a report made by a chartered accountant (who shall be named in the issue document) upon –**

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

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

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

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

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

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

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

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

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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 clause (g) of paragraph 5.41 of this Section to this General Information Document. A checklist item in the 'Security and Covenant Monitoring System' shall also be included for providing the detailed disclosures, as specified in sub-clauses (i) to (iv) above, to the debenture trustee and confirmation of the same by the debenture trustee.

(c) If:

- (1) the proceeds, or any part of the proceeds, of the issue of the debt securities/non-convertible redeemable preference shares are or are to be applied directly or indirectly and in any manner resulting in the acquisition by the company of shares in any other body corporate; and**
- (2) by reason of that acquisition or anything to be done in consequence thereof or in connection therewith, that body corporate shall become a subsidiary of the company, a report shall be made by a Chartered Accountant (who shall be named in the issue document) upon –**
 - 1. the profits or losses of the other body corporate for each of the three financial years immediately preceding the issue of the issue document; and**
 - 2. the assets and liabilities of the other body corporate as on the latest date to which its accounts were made up.**

(d) The said report shall:

- (1) indicate how the profits or losses of the other body corporate dealt with by the report would, in respect of the shares to be acquired, have concerned members of the issuer company and what allowance would have been required to be made, in relation to assets and liabilities so dealt with for the holders of the balance shares, if the issuer company had at all material times held the shares proposed to be acquired; and**
 - (2) where the other body corporate has subsidiaries, deal with the profits or losses and the assets and liabilities of the body corporate and its subsidiaries in the manner as provided in paragraph (c) (ii) above.**
- (e) The broad lending and borrowing policy including summary of the key terms and conditions of the term loans such as re-scheduling, prepayment, penalty, default; and where such lending or borrowing is between the issuer and its subsidiaries or associates, matters relating to terms and conditions of the term loans including rescheduling, prepayment, penalty, default shall be disclosed.**
- (f) The aggregate number of securities of the issuer company and its subsidiary companies purchased or sold by the promoter group, and by the directors of the company which is a promoter of the issuer company, and by the directors of the issuer company and their relatives, within six months immediately preceding the date of filing the issue document with the Registrar of Companies, shall be disclosed.**

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NA

(g) The matters relating to:

(1) Material contracts:

S. No.	Nature of Contract
1.	Certified true copy of the Memorandum & Articles of Association of the Issuer.
2.	Board Resolution dated October 13, 2025 authorizing the issue of Non-Convertible Securities offered under the terms of this General Information Document.
3.	Board Resolution authorizing the respective Tranche/Issuance of Debentures offered under the terms of this Key Information Document shall be as more particularly as set out in the relevant Key Information Document, from time to time.
4.	Shareholders Resolution dated 12 st August, 2025 authorizing the issue of non-convertible debentures by the Company.
5.	Copies of Annual Reports of the Company for the last three financial years.
6.	Credit rating letter from the Rating Agent, rating rationale from the Rating Agent along with detailed press release as more particularly as set out in the relevant Key Information Document, as shall be issued from time to time.
7.	Letter from debenture trustee as more particularly as set out in the relevant Key Information Document, as shall be issued from time to time.
8.	Letter from the Registrar and Transfer Agent as more particularly as set out in the relevant Key Information Document, as shall be issued from time to time.
9.	Letter from the Merchant Banker as more particularly as set out in the relevant Key Information Document, as shall be issued from time to time.
10.	Certified true copy of the certificate of incorporation of the Company.
11.	Certified true copy of the tripartite agreement between the Company, the Registrar & Transfer Agent and the NSDL/CDSL.
12.	Copy of application made to BSE and / or NSE for grant of in-principle approval for listing of Non-Convertible Securities.
13.	Relevant Tranche/Issuance Debenture Trustee Agreement to be executed by the Issuer and the Debenture Trustee.
14.	Relevant Tranche/Issuance Debenture Trust Deed to be executed by the Issuer and the Debenture Trustee.
15.	Relevant Tranche/Issuance Deed of Hypothecation(s) to be executed by the Issuer and the Debenture Trustee.
16.	Certified true copy of the arranger agreement between the Company and the Arranger.
17.	Any other document as deemed relevant and applicable.

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

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

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- (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.**

Detailed Financial statements forms part of this Document

- (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.**

Nil

- (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.**

Nil

- (l) Issue Details applicable for this first issuance of the Debentures under the General Information Document. The issue details of the subsequent issuance of the relevant Non-Convertible Securities shall be set out in the relevant Key Information Document that shall be issued from time to time.**

5.42 Issue Details applicable for this first issuance of the Debentures under the General Information Document. The issue details of the subsequent issuance of the relevant Non-Convertible Securities shall be set out in the relevant Key Information Document that shall be issued from time to time.

- (a)** The Issuer shall submit all duly completed documents to the BSE and / or NSE, SEBI, ROC or any other Governmental Authority, as are required under Applicable Law and procure permission for listing of the Non-Convertible Securities from the Stock Exchange within (T+3) working days, wherein "T" shall be referred to the issue closing date ("**Listing Period**") of the relevant Tranche / Issuance of Debentures.
- (b)** The Issuer shall ensure that the Non-Convertible Securities continue to be listed on the wholesale debt market segment of the BSE and / or NSE.
- (c)** In the event there is any delay in listing of the Debentures beyond (T+3) working days, wherein "T" shall be referred to the issue closing date of the relevant issuance of the Debenture, the Issuer will pay to the Debenture Holders, penal interest of 1% (one percent) per annum over the Interest Rate, from the date of allotment of the Debentures until the listing of the Debentures is completed;

Security Name (Name of the non-convertible securities which includes Coupon /	As specified in the relevant Key Information Document.
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<i>dividend, Issuer Name and maturity year)</i>	
Issuer	Keertana Finserv Limited (Formerly Known as Keertana Finserv Private Limited)
Type of Instrument	As specified in the relevant Key Information Document.
Nature of Instrument (Secured or Unsecured)	As specified in the relevant Key Information Document.
Seniority (Senior or subordinated)	As specified in the relevant Key Information Document.
Eligible Investors	As specified in the relevant Key Information Document.
Listing (name of stock Exchange(s) where it will be listed and timeline for listing)	As specified in the relevant Key Information Document.
Rating of Instrument	As specified in the relevant Key Information Document.
Issue Size	As specified in the relevant Key Information Document.
Minimum Subscription	As specified in the relevant Key Information Document.
Option to retain oversubscription (Amount)	As specified in the relevant Key Information Document.
Objects of the Issue / Purpose for which there is requirement of funds	As specified in the relevant Key Information Document.
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 prescribed format:	As specified in the relevant Key Information Document.
Details of the utilization of the Proceeds	As specified in the relevant Key Information Document.
Coupon Rate	As specified in the relevant Key Information Document.
Step Up Coupon Rate	As specified in the relevant Key Information Document.
Coupon Payment Frequency	As specified in the relevant Key Information Document.
Coupon Payment Dates	As specified in the relevant Key Information Document.
(Cumulative / non cumulative, in case of dividend)	Not Applicable
Coupon Type (Fixed, floating or other structure)	As specified in the relevant Key Information Document.
Coupon Reset Process (including rates, spread, effective date, interest rate cap and floor etc.)	As specified in the relevant Key Information Document.
Day Count Basis (Actual / Actual)	Actual / Actual. The Coupon (if any) shall be computed on the basis of actual number of days elapsed in a year, for this purpose a year shall comprise of a period of 365 (Three Hundred and Sixty-Five) days. In case of a leap year, if 29 th February of the relevant leap year falls during the Tenor of the Non-Convertible Securities, then the number of days shall be reckoned as 366 (Three Hundred and Sixty-Six) days for the one-year period.

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Interest on Application Monies	As specified in the relevant Key Information Document.
Default Interest Rate	As specified in the relevant Key Information Document.
Tenor	As specified in the relevant Key Information Document.
Redemption Date / Maturity Date	As specified in the relevant Key Information Document.
Redemption Amount	As specified in the relevant Key Information Document.
Redemption Premium/ Discount	As specified in the relevant Key Information Document.
Issue Price	As specified in the relevant Key Information Document.
Discount at which security is issued and the effective yield as a result of such discount	As specified in the relevant Key Information Document.
Premium / Discount at which security is redeemed and the effective yield as a result of such premium / discount	As specified in the relevant Key Information Document.
Put Date	As specified in the relevant Key Information Document.
Put Price	As specified in the relevant Key Information Document.
Call Date	As specified in the relevant Key Information Document.
Call Price	As specified in the relevant Key Information Document.
Put Notification Time (Timelines by which the investor need to intimate Issuer before exercising the put)	As specified in the relevant Key Information Document.
Call Notification Time (Timelines by which the Issuer need to intimate investor before exercising the call)	As specified in the relevant Key Information Document.
Face Value	As specified in the relevant Key Information Document.
Minimum Application and in multiples of thereafter	As specified in the relevant Key Information Document.
Issue Timing 1) Issue Opening Date 2) Issue Closing Date 3) Date of earliest closing of the Issue, if any 4) Pay-in Date 5) Deemed Date of Allotment	As specified in the relevant Key Information Document.
Settlement mode of the Instrument	As specified in the relevant Key Information Document.
Depositories	NSDL and CDSL
Disclosure of Interest / Dividend / Redemption Dates	As specified in the relevant Key Information Document.
Record Date	As specified in the relevant Key Information Document.
All covenants of the issue (including side letters, accelerated payment clause, etc.)	Representations and Warranties As shall be more particularly set out in the respective Key Information Document. Affirmative Covenants As shall be more particularly set out in the respective Key Information Document. Negative Covenants

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	As shall be more particularly set out in the respective Key Information Document. Reporting Covenants As shall be more particularly set out in the respective Key Information Document. Financial Covenants As shall be more particularly set out in the respective Key Information Document.
Description regarding Security (where applicable) including type of security (movable / immovable / tangible etc.), type of charge (pledge / hypothecation / mortgage etc.), date of creation of security / likely date of creation of security, minimum security cover, revaluation, replacement of security, interest to the debenture holder over and above the coupon rate as specified in the Trust Deed and disclosed in the General Information Document.	In respect of those Debentures which are issued as Secured Debentures: Type of security and charge: As specified in the relevant Key Information Document. Date of creation of security/likely date of creation of security: Prior to the listing of the relevant Tranche/Issuance of Secured Debentures Minimum security cover: As specified in the relevant Key Information Document. Replacement of security: As specified in the relevant Key Information Document. Revaluation of security: As specified in the relevant Key Information Document. Interest to the Debenture Holder over and above the Coupon rate: As specified in the relevant Key Information Document.
Transaction Documents	As specified in the relevant Key Information Document.
Conditions Precedent to Disbursement	As specified in the relevant Key Information Document.
Conditions Subsequent to Disbursement	As specified in the relevant Key Information Document.
Events of Default (including manner of voting /conditions of joining Inter Creditor Agreement)	As shall be more particularly set out in the respective Key Information Document.
Creation of recovery expense fund	Details and purpose of the recovery expense fund (a) The Issuer shall create and maintain the Recovery Expense Fund up to the amounts prescribed under the SEBI Debenture Trustees Circular, in accordance with and within the timelines prescribed in the Chapter IV of the SEBI Debenture Trustees Circular. The Issuer proposing to list debt securities shall deposit an amount equal to 0.01% of the Tranche/Issuance issue size of the Secured Debentures subject to maximum of INR 25,00,000/- (Indian Rupees Twenty-Five Lakhs only) per issuer towards the recovery expense fund with the 'Designated Stock Exchange', pursuant to the SEBI Debenture Trustees Circular, as may be amended from time to time. (b) The Recovery Expense Fund shall be created to enable the Debenture Trustee to take prompt action in relation to the enforcement of the Security in accordance with the Transaction Documents.

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	(c) The amounts in the Recovery Expense Fund shall be utilised in the manner as may be prescribed by the Debenture Holders by a Special Resolution duly passed at the meeting of the Debenture Holders held in accordance with the provisions set out in the Transaction Documents. (d) On the occurrence of an Event of Default, if the Security is proposed to be enforced, the Debenture Trustee shall follow the procedure set out in the SEBI Debenture Trustees Circular for utilisation of the Recovery Expense Fund.
Conditions for breach of covenants (as Specified in the relevant Tranche/ Issuance Debenture Trust Deed)	As shall be more particularly set out in the respective Key Information Document.
Provisions related to Cross Default Clause	As specified in the relevant Key Information Document.
Role and Responsibilities of Debenture Trustee	As specified in the relevant Key Information Document.
Risk factors pertaining to the issue	Please refer to Section 3 (<i>Risk Factors</i>) of this General Information Document
Governing Law	As specified in the relevant Key Information Document.
Additional Disclosures (Security Creation)	As specified in the relevant Key Information Document.
Additional Disclosures (Default in Payment)	As specified in the relevant Key Information Document.
Additional Disclosures (Delay in Listing)	In accordance with the Securities and Exchange Board of India (Issue and Listing of Non-Convertible Securities) Regulations, 2021 as amended from time to time, read together with the requirements in respect of the timelines for listing of debt securities issued on a private placement basis prescribed in Chapter VII (<i>Standardization of timelines for listing of securities issued on a private placement basis</i>) of the SEBI circular no. SEBI/HO/DDHS/PoD1/P/CIR/2024/54 dated May 22, 2024 on " <i>Master Circular for issue and listing of Non-convertible Securities, Securitised Debt Instruments, Security Receipts, Municipal Debt Securities and Commercial Paper</i> " (as amended and modified from time to time), the Issuer confirms that In the event there is any delay in listing of the Non-Convertible Securities 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 date of allotment the Non-Convertible Securities until the listing of the Non-Convertible Securities is completed.

Note:

1. 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.

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2. The list of documents which has been executed in connection with the issue and subscription of debt securities shall be annexed.
3. While the Secured Debentures are secured to the tune of at least 100% (One Hundred percent) of the principal and interest amount or as per the terms of General Information Document, in favour of Debenture Trustee, it is the duty of the Debenture Trustee to monitor that the security is maintained.
4. The Issuer shall provide granular disclosures in the relevant 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".

As specified in the relevant Key Information Document.

5. **Future Borrowings**

As specified in the relevant Key Information Document.

5.43 **Listing and Monitoring Requirements**

a) **Monitoring**

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

Reports/ Certificates	Timeline for submission of reports/ certifications by Debenture Trustee to stock exchange
Security cover certificate	Quarterly basis within 75 days from end of each quarter except last quarter when submission is to be made within 90 days or within such timelines as prescribed under Applicable Law
A statement of value of pledged securities	Not Applicable
A statement of value for Debt Service Reserve Account or any other form of security offered	
Net worth certificate of guarantor (secured by way of personal guarantee)	Not Applicable
Valuation report and title search report for the immovable/ movable assets, as applicable	Not Applicable

b) **Recovery Expense Fund**

- i. The Company hereby undertakes and confirms that it shall, within the time period prescribed under the Master Circular for Debenture Trustee, establish, maintain and utilize the Recovery Expense Fund in such manner/ mode as is prescribed under the Master Circular for Debenture Trustee, to enable the Debenture Trustee to take

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prompt action in relation to the enforcement/legal proceedings under the Transaction Documents.

- ii. The Company shall deposit cash or cash equivalents including bank guarantees towards the contribution to Recovery Expense Fund with the designated stock exchange and submit relevant documents evidencing the same to the Debenture Trustee from time to time.
- iii. The Company shall ensure that any bank guarantees provided in respect of the Recovery Expense Fund remain valid for a period of 6 (six) months following the maturity date of the Debentures. The Company shall keep the bank guarantees in force and renew the bank guarantees at least 7 (seven) Business Days before its expiry, failing which the designated stock exchange may invoke such bank guarantee.
- iv. On the occurrence of any Event of Default, the Debenture Trustee (if mandatorily required under Applicable Laws) shall obtain the consent of Debenture Holders for enforcement/legal proceedings and shall inform the designated stock exchange of such occurrence and the obtaining of any consent in respect thereof (if any). 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 the Master Circular for Debenture Trustee. The Debenture Trustee shall keep a proper account of all expenses incurred out of the funds received from Recovery Expense Fund towards enforcement/legal proceedings under the Transaction Documents.
- v. The amounts in the Recovery Expense Fund shall be refunded to the Company on repayment/redemption of the Debentures, following which a "no objection certificate" shall be issued by the Debenture Trustee(s) to the designated stock exchange. The Debenture Trustee shall ensure that there is no default on any other listed debt securities of the Company before issuing such "no objection certificate".

c) Requirements Under The LODR Regulations

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

d) Due Diligence process carried out by the Debenture Trustee:

- i. The Company acknowledges, understands, and confirms that:
 - a. the Debenture Trustee shall carry out due diligence on continuous basis to ensure compliance by the Company, with the provisions of the Act, the LODR Regulations, the Debt Listing Regulations, the Debenture Trustees Regulations, the listing agreement of the stock exchange(s) where the Debentures are listed, the Transaction Documents, and any other regulations issued by SEBI pertaining to the Issue;
 - b. for the purposes of carrying out the due diligence as required in terms of the Master Circular for Debenture Trustee, the Debenture Trustee, either through itself or its agents, advisors, consultants, shall have the power to examine the books of account of the Company and to have the Company's Hypothecated Assets inspected by its officers and/or external auditors, valuers, consultants, lawyers, technical experts, management consultants appointed by the Debenture Trustee; and

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- c. the Debenture Trustee may at any time through its authorized representatives and agents, inspect books of account, records, registers of Company and the trust property (as set out in this Key Information Document) to the extent necessary for discharging its obligations. The Company shall provide full and unimpeded access to the records, registers and books of accounts in relation to the Hypothecated Assets and facilitate in the inspection and due diligence process. Any fees, costs expenses incurred in conducting due diligence shall be fully borne by the Debenture Trustee.
- ii. The Company shall submit documents/ information as the Debenture Trustee may require to conduct continuous and periodical due diligence and monitoring of the Transaction Security or the assets on which security interest/ charge is created, which shall inter alia, include:
 - a. periodical status/ performance reports from the Company within seven days of the relevant board meeting of the Company or within 45 (forty-five) days of the respective quarter, whichever is earlier;
 - b. details with respect to defaults, if any, with regard to payment of interest or redemption of Debentures;
 - c. details with respect to the implementation of the conditions regarding creation of the Transaction Security for the Debentures, debenture redemption reserve if applicable and Recovery Expense Fund;
 - d. details with respect to the Hypothecated Assets of the Company and of the guarantors (to the extent applicable) to ensure that they are sufficient to discharge the interest and principal amount at all times and that such Hypothecated Assets are free from any other encumbrances except those which are specifically agreed to by the Debenture Holders;
 - e. reports on the utilization of funds raised by the issue of Debentures;
 - f. details with respect to redemption of the Debentures;
 - g. (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;
 - h. (to the extent applicable) reports from the lead bank regarding the progress of the project relating to the proceeds of the Issue;
 - i. details regarding monitoring of utilisation of funds raised in the issue of the Debentures;
 - j. (to the extent applicable) certificate from the statutory auditors of the Company (i) in respect of utilisation of funds during the implementation period of the project relating to the proceeds of the Issue, and (ii) in the case of Debentures issued for financing working capital, at the end of each accounting year; and
 - k. such other documents or information as may be required by the Debenture Trustee in accordance with the applicable Law.

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- iii. Without prejudice to any other provision of this Key Information Document and the other Transaction Documents, the Company shall:
 - a. 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;
 - b. to the extent applicable, submit a certificate from the statutory auditor on a quarterly basis, regarding the maintenance of security cover in accordance with the terms of the Disclosure Documents and the other Transaction Documents including compliance with the financial covenants of the Disclosure Documents and the other Transaction Documents within timelines as specified under SEBI Listed Debentures Circulars and Regulations, or such other circulars issued by SEBI from time to time;
 - c. submit a half-yearly certificate alongwith half yearly results from the statutory auditor regarding maintenance of hundred percent security cover or higher security cover as per the terms of [Disclosure Document/ Prospectus/ Offer Letter/ General Information Document and Key Information Document] and/or this Key Information Document sufficient to discharge the principal amount and the interest thereon at all times for the Debentures, including compliance with all the covenants, in respect of listed non-convertible debt securities, by the statutory auditor, along with the financial results, in the manner and format as specified by the Board;
 - d. on quarterly basis submit to Debenture Trustee a certificate by its statutory auditor regarding compliance with the financial covenants in relation to the Debentures;
 - e. comply with all requirements under the Master Circular for Debenture Trustee, and provide all documents/information as may be required in accordance with the Master Circular for Debenture Trustee.

e) Others

- i. The Company shall, at all times until the Secured Obligations have been duly discharged, maintain a bank account as specified in the respective Key Information Document ("**Account Bank**") from which it proposes to pay the redemption and interest amount. The Company agrees and acknowledges that they shall also inform the Debenture Trustee within 1 (one) working day of any change in the Account Bank details.
- ii. The Company further acknowledges, agrees, that the Debenture Trustee is authorised to seek redemption and interest payment related details and information from the Account Bank in terms of the extant SEBI regulations. Further, in case of change of Account bank, the Debenture Trustee shall accept such change only upon submission of the duly acknowledged and accepted pre-authorisation letter and duly accepted consent letter from the successor /new account bank.
- iii. The Company covenants with the Debenture Trustee that it shall comply with all its obligations under this Key Information Document and pay and repay all the monies payable by the Company (including any applicable default interest, fees and costs and

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expenses) to the Debenture Trustee and the Debenture Holder(s) pursuant to the terms of this Key Information Document.

- iv. The Company shall ensure due compliance and adherence to the Master Circular for Debenture Trustee in letter and spirit.
- v. To the extent applicable and required in terms of the Master Circular for Debenture Trustee, the Debenture Trustee shall execute an "inter creditor agreement" in the manner prescribed under the Master Circular for Debenture Trustee.
- vi. To the extent required/ applicable, the Company shall provide intimation to the Debenture Trustee regarding (i) any default in timely payment of interest or redemption or both in respect of the non-convertible debt securities issued by the Company, and (ii) all covenants of the issue (including side letters, event of default provisions/ clauses etc.).
- vii. The Company shall promptly disclose and furnish to the Debenture Trustee, all documents/ information about or in relation to the Company or the Debentures, as requested by the Debenture Trustee to fulfil its obligations hereunder or to comply with any applicable Law, including in relation to filing of its reports/ certification to stock exchange within the prescribed timelines.
- viii. The Company and the Debenture Trustee hereby agree and covenant to comply with the requirements prescribed under the Master Circular for Debenture Trustee in respect of the Debentures and the transactions contemplated in the Transaction Documents.

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SECTION 5A: DISCLOSURES IN RESPECT OF COMMERCIAL PAPERS

6A.1 Certain confirmations in respect of commercial papers:

For the purposes of Chapter VI of the SEBI Debt Listing Regulations and Regulation 51 of the SEBI Debt Listing Regulations, the Issuer confirms:

- a. that the General Information Document applies for the issuance of CPs;
- b. for each issuance of CPs, if so required, it will issue a key information document or such other disclosure document as may be required/prescribed with such disclosures as may be specified by the Securities and Exchange Board of India;
- c. the Issuer has obtained Securities and Exchange Board of India Complaints Redress System (SCORES) authentication, and will use such authentication for the issuance and listing of CPs; and
- d. in respect of every issuance of CPs, it shall pay the fees specified in Schedule VI of the SEBI Debt Listing Regulations prior to the listing of the CPs.

6A.2 Additional disclosures in respect of each tranche of Commercial Papers (CPs)

- a) **Details of current tranche including ISIN, amount, date of issue, maturity, all credit ratings including unaccepted ratings, date of rating, name of credit rating agency, its validity period, declaration that the rating is valid as at the date of issuance and listing, details of issuing and paying agent and other conditions, if any.**

To be set out in the key information document/letter of offer/prescribed disclosure document for the relevant issuance of CPs.

- b) **Commercial Paper borrowing limit, supporting board resolution for Commercial Paper borrowing, details of Commercial Paper issued during the last 2 years.**

To be set out in the key information document/letter of offer/prescribed disclosure document for the relevant issuance of CPs.

- c) **End-use of funds.**

To be set out in the key information document/letter of offer/prescribed disclosure document for the relevant issuance of CPs.

- d) **Credit Support/enhancement (if any)**

- i. **Details of instrument, amount, guarantor company**
- ii. **Copy of the executed guarantee**
- iii. **Net worth of the guarantor company**
- iv. **Names of companies to which guarantor has issued similar guarantee**
- v. **Extent of the guarantee offered by the guarantor company**
- vi. **Conditions under which the guarantee will be invoked**

To be set out in the key information document/letter of offer/prescribed disclosure document for the relevant issuance of CPs.

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SECTION 6: DISCLOSURES PERTAINING TO WILFUL DEFAULT

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

- (a) **Name of the bank declaring the entity as a Wilful Defaulter:** NIL
- (b) **The year in which the entity is declared as a Wilful Defaulter:** NIL
- (c) **Outstanding amount when the entity is declared as a Wilful Defaulter:** NIL
- (d) **Name of the entity declared as a Wilful Defaulter:** NIL
- (e) **Steps taken, if any, for the removal from the list of wilful defaulters:** NIL
- (f) **Other disclosures, as deemed fit by the Issuer in order to enable investors to take informed decisions:** NIL
- (g) **Any other disclosure as specified by SEBI:** NIL

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SECTION 7: TRANSACTION DOCUMENTS AND KEY TERMS

7.1 Representations and Warranties of the Issuer

As specified in the relevant Key Information Document.

7.2 COVENANTS OF THE ISSUER:

(a) AFFIRMATIVE COVENANTS

As specified in the relevant Key Information Document.

(b) NEGATIVE COVENANTS

As specified in the relevant Key Information Document.

(c) REPORTING COVENANTS

As specified in the relevant Key Information Document.

(d) FINANCIAL COVENANTS

As specified in the relevant Key Information Document.

7.3 EVENTS OF DEFAULT

As specified in the relevant Key Information Document.

7.4 CONSEQUENCES OF AN EVENTS OF DEFAULT AND REMEDIES

As specified in the relevant Key Information Document.

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SECTION 8: OTHER INFORMATION AND APPLICATION PROCESS

The Non-Convertible Securities being offered as part of the Issue are subject to the provisions of the Act, the Memorandum and Articles of Association of the Issuer, the terms of this General Information Document, Application Form and other terms and conditions as may be incorporated in the Transaction Documents.

8.1 Mode of Transfer/Transmission of Debentures

The Debentures shall be transferable freely; however, it is clarified that no Investor shall be entitled to transfer the Debentures to a person who is not entitled to subscribe to the Debentures. The Debenture(s) shall be transferred and/or transmitted in accordance with the applicable provisions of the Act and other applicable laws. The Debentures held in dematerialized form shall be transferred subject to and in accordance with the rules/procedures as prescribed by NSDL and CDSL and the relevant DPs of the transferor or transferee and any other applicable laws and rules notified in respect thereof. The transferee(s) should ensure that the transfer formalities are completed prior to the Record Date. In the absence of the same, amounts due will be paid/redemption will be made to the person, whose name appears in the Register of Debenture Holders maintained by the R&T Agent as on the Record Date, under all circumstances. In cases where the transfer formalities have not been completed by the transferor, claims, if any, by the transferees would need to be settled with the transferor(s) and not with the Issuer. The normal procedure followed for transfer of securities held in dematerialized form shall be followed for transfer of these Debentures held in dematerialised form. The seller should give delivery instructions containing details of the buyer's DP account to his DP.

8.2 Non-Convertible Securities held in Dematerialised Form

The Non-Convertible Securities shall be held in dematerialised form and no action is required on the part of the Non-Convertible Securities Holder(s) for redemption purposes and the redemption proceeds will be paid by cheque/EFT/RTGS to those Debenture Holder(s) whose names appear on the list of beneficiaries maintained by the R&T Agent. The names would be as per the R&T Agent's records on the Record Date fixed for the purpose of redemption. All such Non-Convertible Securities will be simultaneously redeemed through appropriate debit corporate action.

The list of beneficiaries as of the relevant Record Date setting out the relevant beneficiaries' name and account number, address, bank details and DP's identification number will be given by the R&T Agent to the Issuer. If permitted, the Issuer may transfer payments required to be made in any relation by EFT/RTGS to the bank account of the Debenture Holder(s) for redemption payments.

8.3 Sharing of Information

The Issuer may, at its option, but subject to applicable laws, use on its own, as well as exchange, share or part with any financial or other information about the Debenture Holder(s) available with the Issuer, with its subsidiaries and affiliates and other banks, financial institutions, credit bureaus, agencies, statutory bodies, as may be required and neither the Issuer nor its subsidiaries and affiliates nor their agents shall be liable for use of the aforesaid information.

8.4 Non-Convertible Securities Holder not a Shareholder

The Debenture Holder(s) shall not be entitled to any right and privileges of shareholders other than those available to them under the Act. The Non-Convertible Securities shall not confer upon the Debenture Holders the right to receive notice(s) or to attend and to vote at any general meeting(s) of the shareholders of the Issuer.

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8.5 Modification of Non-Convertible Securities

The Debenture Trustee and the Issuer will agree to make any modifications in the General Information Document which, in the opinion of the Debenture Trustee, is of a formal, minor or technical nature or is to correct a manifest error.

Any other change or modification to the terms of the Non-Convertible Securities shall require approval by the Majority Debenture Holders.

8.6 Right to accept or reject Applications

The Board of Directors/Committee of Directors reserves its full, unqualified and absolute right to accept or reject any application for subscription to the Non-Convertible Securities, in part or in full, without assigning any reason thereof.

8.7 Notices

Any notice in respect of the Non-Convertible Securities may be served by the Issuer upon the Debenture Trustee/Debenture Holders in accordance with the terms of the Transaction Documents.

8.8 Issue Procedure

Only Eligible Investors as given hereunder may apply for the Non-Convertible Securities by completing the Application Form in the prescribed format in block letters in English as per the instructions contained therein. The minimum number of Non-Convertible Securities 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.

8.9 Application Procedure through EBP Bid Process as per EBP Guidelines:

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

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

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

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

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

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

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

- a) **Modification of Bid:** Eligible Investors may note that modification of bid is allowed during the bidding period or window. However, in the last 10 minutes of the bidding period or window, revision of bid is only allowed for upward revision of the bid amount placed or to improve the coupon or yield by the Eligible Investor.
- b) **Cancellation of Bid:** Eligible Investors may note that cancellation of bid is allowed during the bidding period or window. However, in the last 10 minutes of the bidding period or window, no cancellation of bids is permitted.
- c) **Multiple Bids:** Bidders are permitted to place multiple bids on the BSE EBP Platform in line with the BSE EBP Guidelines and the EBP Guidelines.
- d) **Manner of bidding:** The Issue will be through closed bidding on the BSE EBP platform in line with the BSE EBP Guidelines and the EBP Guidelines.
- e) **Manner of allotment:** The allotment will be done on uniform yield basis in line with the BSE EBP Guidelines and the EBP Guidelines.
- f) **Manner of settlement:** Settlement of the Issue will be done through online transfer and the account details are given in the section on Payment Mechanism of this General Information Document.
- g) **Settlement cycle:** The process of pay-in of funds by investors and pay-out to Company will be done on T+2 trading day, where T is the Issue Closing Date.

Offer or Issue of executed offer letters cum application forms to successful Eligible Investors. The offer letters cum application forms along with the Application Form will be issued to the successful Eligible Investors, who are required to complete and submit the Application form to the Company in order to accept the offer of Debentures.

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

The final subscription to the Non-Convertible Securities shall be made by the Eligible Investors through the electronic book mechanism as prescribed by SEBI under the EBP Guidelines by placing bids on the electronic book platform during the Issue period. In case the Eligible Investors are not registered on the EBP Platform, they will have to register themselves as investor on the said platform (as a one-time exercise) and also complete the mandatory KYC verification process. The Eligible Investors should also refer to the operational guidelines of the EBP in this respect. The disclosures required pursuant to the EBP Guidelines 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)	Base Issue Size - As specified in the relevant Key Information Document. Green shoe option – As specified in the relevant Key Information Document.
Anchor Portion Details	As per respective Key Information Document
Interest rate parameter	As per respective Key Information Document
Bid opening and closing date	Bid opening date: As specified in the relevant Key Information Document. Bid closing date: As specified in the relevant Key Information Document.
Minimum Bid Lot	100 (One Hundred) Debentures (aggregating to INR 1,00,00,000 (Indian Rupees One Crore), and 1 (one) Debenture thereafter

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Manner of allotment in the Issue	Uniform Yield Allotment
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 & Deemed Date of Allotment	T+1 (T being the day of bidding as per working day convention of recognized stock exchanges) Settlement of the Issue will be as per respective Key Information Document

8.10 Process flow of settlement:

The Eligible Investors whose bids have been accepted by the Issuer and to whom a signed copy of this General 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:

Name of Bank	As per the respective Key Information Document
IFSC Code	As per the respective Key Information Document
Account number	As per the respective Key Information Document
Name of beneficiary	As per the respective Key Information Document

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:

Beneficiary Name:	As per the respective Key Information Document
Bank Account No.	As per the respective Key Information Document
SWIFT CODE:	As per the respective Key Information Document
IFSC CODE:	As per the respective Key Information Document
Bank Name	As per the respective Key Information Document
Branch Address:	As per the respective Key Information Document

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

Basis of Allocation or Allotment: Allocation shall be made as approved by the Company in accordance with applicable NCS Listing Regulations, Operations Guidelines, and applicable laws. Post completion of bidding

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process, the Company will upload the provisional allocation on the BSE EBP Platform. Post receipt of details of the successful Eligible Investors, the Company will upload the final allocation file on the BSE EBP Platform.

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

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

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

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

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

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

8.11 Application Procedure

Potential Investors will be invited to subscribe by way of the Application Form prescribed in the General 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. The Issue will be open for subscription during

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the banking hours on each day during the period covered by the Issue Schedule, and the procedure will be subject to the EBP Guidelines.

8.12 Fictitious Applications

All fictitious applications will be rejected.

8.13 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. In case of over subscription, allotment shall be made on a "price time priority basis" in accordance with the EBP Guidelines. 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.

8.14 Payment Instructions for Non-EBP

Upon receipt of intimation of allotment, Application Form along either demand draft(s) or cheque(s) drawn or made payable in favour of the Issuer or otherwise as may be set out in the Application Form and crossed "Account Payee Only". Applicants can alternatively, remit the application amount through RTGS on the below mentioned bank. The RTGS details of the Issuer are as under:

Bank Name and Address	As per the respective Key Information Document
IFSC Code	As per the respective Key Information Document
Bank Account No:	As per the respective Key Information Document
Type of Account	As per the respective Key Information Document

8.15 Eligible Investors

As specified in the relevant Key Information Document.

8.16 Procedure for Applying for Dematerialised Facility

- (a) The applicant must have at least one beneficiary account with any of the DP's of NSDL and CDSL prior to making the application.
- (b) The applicant must necessarily fill in the details (including the beneficiary account number and DP - ID) appearing in the Application Form under the heading "Details for Issue of Non-Convertible Securities in Electronic/Dematerialised Form".
- (c) Non-Convertible Securities allotted to an applicant will be credited to the applicant's respective beneficiary account(s) with the DP.
- (d) For subscribing to the Non-Convertible Securities, names in the Application Form should be identical to those appearing in the details in the Depository. In case of joint holders, the names should necessarily be in the same sequence as they appear in the account details maintained with the DP.
- (e) Non-transferable allotment advice/refund orders will be directly sent to the applicant by the Registrar and Transfer Agent to the Issue.
- (f) If incomplete/incorrect details are given under the heading "Details for Issue of Non-Convertible Securities in Electronic/Dematerialised Form" in the Application Form, it will be deemed to be an incomplete application and the same may be held liable for rejection at the sole discretion of the Issuer.

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- (g) For allotment of Non-Convertible Securities, the address, nomination details and other details of the applicant as registered with his/her DP shall be used for all correspondence with the applicant. The applicant is therefore responsible for the correctness of his/her demographic details given in the Application Form vis-a-vis those with his/her DP. In case the information is incorrect or insufficient, the Issuer would not be liable for the losses, if any.
- (h) The redemption amount or other benefits would be paid to those Debenture Holders whose names appear on the list of beneficial owners maintained by the R&T Agent as on the Record Date. In case of those Non-Convertible Securities for which the beneficial owner is not identified in the records of the R&T Agent as on the Record Date, the Issuer would keep in abeyance the payment of the redemption amount or other benefits, until such time that the beneficial owner is identified by the R&T Agent and conveyed to the Issuer, whereupon the redemption amount and benefits will be paid to the beneficiaries, as identified.

8.17 Depository Arrangements

The Issuer shall make necessary arrangement with CDSL and NSDL for issue and holding of Debenture in dematerialised form.

8.18 List of Beneficiaries

The Issuer shall request the R&T Agent to provide a list of beneficiaries as at the end of each Record Date. This shall be the list, which will be used for payment or repayment of redemption monies.

8.19 Application under Power of Attorney

A certified true copy of the power of attorney or the relevant authority as the case may be along with the names and specimen signature(s) of all the authorized signatories of the Investor and the tax exemption certificate/document of the Investor, if any, must be lodged along with the submission of the completed Application Form. Further modifications/additions in the power of attorney or authority should be notified to the Issuer or to its agents or to such other person(s) at such other address(es) as may be specified by the Issuer from time to time through a suitable communication.

In case of an application made by companies under a power of attorney or resolution or authority, a certified true copy thereof along with memorandum and articles of association and/or bye-laws along with other constitutional documents must be attached to the Application Form at the time of making the application, failing which, the Issuer reserves the full, unqualified and absolute right to accept or reject any application in whole or in part and in either case without assigning any reason thereto. Names and specimen signatures of all the authorized signatories must also be lodged along with the submission of the completed Application Form.

8.20 Procedure for application by Mutual Funds and Multiple Applications

In case of applications by mutual funds and venture capital funds, a separate application must be made in respect of each scheme of an Indian mutual fund/venture capital fund registered with the SEBI and such applications will not be treated as multiple application, provided that the application made by the asset management company/trustee/custodian clearly indicated their intention as to the scheme for which the application has been made.

The Application Forms duly filled shall clearly indicate the name of the concerned scheme for which application is being made and must be accompanied by certified true copies of:

- (a) SEBI registration certificate

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- (b) Resolution authorizing investment and containing operating instructions
- (c) Specimen signature of authorized signatories

8.21 Documents to be provided by Investors

Investors need to submit the following documents, as applicable:

- (a) Memorandum and Articles of Association or other constitutional documents
- (b) Resolution authorising investment
- (c) Certified true copy of the Power of Attorney to custodian
- (d) Specimen signatures of the authorised signatories
- (e) SEBI registration certificate (for Mutual Funds)
- (f) Copy of PAN card
- (g) Application Form (including EFT/RTGS details)

8.22 Applications to be accompanied with Bank Account Details

Every application shall be required to be accompanied by the bank account details of the applicant and the magnetic ink character reader code of the bank for the purpose of availing direct credit of redemption amount and all other amounts payable to the Debenture Holder(s) through cheque/EFT/RTGS.

8.23 Succession

In the event of winding up of a Debenture Holder (being a company), the Issuer will recognise the legal representative as having title to the Debenture(s). The Issuer shall not be bound to recognize such legal representative as having title to the Debenture(s), unless they obtains legal representation, from a court in India having jurisdiction over the matter.

The Issuer may, in its absolute discretion, where it thinks fit, dispense with production of such legal representation, in order to recognise any person as being entitled to the Debenture(s) standing in the name of the concerned Debenture Holder on the production of sufficient documentary proof and an indemnity.

8.24 Mode of Payment

All payments must be made through cheque(s) demand draft(s), EFT/RTGS as set out in the Application Form.

8.25 Effect of Holidays

- (a) If any Due Date on which any interest or additional interest is payable falls on a day which is not a Business Day, the payment to be made on such Due Date shall be made on the succeeding Business Day.
- (b) If any Due Date on which any Outstanding Principal Amounts are payable falls on a day which is not a Business Day, the payment to be made on such Due Date shall be made on the preceding Business Day.
- (c) If the Final Redemption 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

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made on the preceding Business Day.

8.26 Tax Deduction at Source

- (a) All payments to be made by the Company to the Debenture Holders under the Transaction Documents shall be made free and clear of and without any Tax Deduction unless the Company is required to make a Tax Deduction pursuant to Applicable Law.
- (b) The Company 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 Company 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 allowed and in the minimum amount required by Applicable Law.
- (d) Within the earlier of (A) 60 (sixty) days of making either a Tax Deduction or any payment required in connection with that Tax Deduction or (B) 60 (sixty) days of each Due Date, the Company 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.

8.27 Letters of Allotment

In accordance with the Securities and Exchange Board of India (Issue and Listing of Non-Convertible Securities) Regulations, 2021 as amended from time to time, read together with the requirements in respect of the timelines for listing of debt securities issued on a private placement basis prescribed in Chapter VII (*Standardization of timelines for listing of securities issued on a private placement basis*) of the SEBI circular no. SEBI/HO/DDHS/PoD1/P/CIR/2024/54 dated May 22, 2024 on "*Master Circular for issue and listing of Non-convertible Securities, Securitised Debt Instruments, Security Receipts, Municipal Debt Securities and Commercial Paper*" (as amended and modified from time to time), the Issuer shall ensure that the Non-Convertible Securities are credited into the demat accounts of the Debenture Holders of the Non-Convertible Securities within 2 (two) Business Days from the Deemed Date of Allotment.

8.28 Deemed Date of Allotment

As specified in the relevant Key Information Document.

8.29 Record Date

As specified in the relevant Key Information Document.

8.30 Refunds

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

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

8.31 Interest on Application Monies

Not applicable

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8.32 Pan Number

Every applicant should mention its Permanent Account Number (“**PAN**”) allotted under Income Tax Act, 1961, on the Application Form and attach a self-attested copy as evidence. Application forms without PAN will be considered incomplete and are liable to be rejected.

8.33 Redemption

The face value of the Debentures shall be redeemed at par, on the Redemption Date. The Debentures will not carry any obligation, for interest or otherwise, after the Redemption Date. The Debentures shall be taken as discharged on payment of the Redemption Amount by the Issuer on the Final Redemption Date to the registered Debenture Holders whose name appear in the Debenture Register on the Record Date. Such payment will be a legal discharge of the liability of the Issuer towards the Debenture Holders.

8.34 Payment on Redemption

Payment on redemption will be made by way of cheque(s)/redemption warrant(s)/demand draft(s)/credit through RTGS system/funds transfer in the name of the Debenture Holder(s) whose names appear on the list of beneficial owners given by the Depository to the Issuer as on the Record Date.

The Debentures shall be taken as discharged on payment of the redemption amount by the Issuer on maturity to the registered Debenture Holder(s) whose name appears in the Register of Debenture Holder(s) on the Record Date. On such payment being made, the Issuer will inform NSDL and CDSL and accordingly the account of the Debenture Holder(s) with NSDL and CDSL will be adjusted.

On the Issuer dispatching the amount as specified above in respect of the Debentures, the liability of the Issuer shall stand extinguished.

8.35 Payment of Coupon

Payment of Coupon on the Debenture(s) will be made on Coupon Payment Dates as specified in this General Information Document to those Debenture Holders whose name(s) appear in the Register of Debenture Holder(s) (or to the first holder in case of joint holders) as on the relevant Record Date fixed by the Issuer for this purpose and /or as per the list provided by the Depository to the Issuer of the beneficiaries who hold Debentures in demat form on such Record Date, and are eligible to receive Coupon. Payment will be made by the Issuer after verifying the bank details of the Debenture Holders, by way of direct credit through Electronic Clearing Service (“**ECS**”), Real Time Gross Settlement (“**RTGS**”) or National Electronic Funds Transfer (“**NEFT**”).

In the event of any default in the payment of Coupon and/or in the redemption of the Debentures on the respective Payment Dates and all other monies payable pursuant to the Transaction Documents read with this General Information Document, the Issuer shall pay to the Debenture Holders, default interest at the rate specified in **Section VI (Summary Term Sheet)** for the default in payment of Coupon, and/or Redemption Amount till the dues are cleared.

8.36 Eligibility to come out with the Issue

The Issuer or the Person in control of the Issuer, or its promoter, has not been restrained or prohibited any Governmental Authority from accessing the securities market or dealing in securities and such direction or order is in force.

8.37 Registration and Government approvals

The Issuer can undertake the activities proposed by it in view of the present approvals and no further approval from any Governmental Authority(ies) is required by it to undertake the proposed activities save

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and except those approvals which may be required to be taken in the normal course of business from time to time.

8.38 Authority for the Issue

This present private placement of Debentures is being made pursuant to the resolution passed by the Management committee of board of directors of the Company at its meeting held on October 13, 2025 and shareholders of the Company at its meeting held on 12th August 2025. A copy of the board resolution and shareholders resolution is attached hereto as **Annexure X** and **Annexure XI** respectively.

8.39 Date of Allotment

All benefits relating to Debentures will be available to the Investors from the Deemed Date of Allotment. The actual allotment of Debentures may take place on a date other than the Deemed Date of Allotment. In case if the issue closing date of Debentures is changed (pre-poned/ postponed), the Deemed Date of Allotment of Debentures may also be changed (pre-poned/ postponed) by the Issuer at its sole and absolute discretion.

Disclaimer: Please note that only those persons to whom this General Information Document has been specifically addressed are eligible to apply. However, an application, even if complete in all respects, is liable to be rejected without assigning any reason for the same. The list of documents provided above is only indicative, and an investor is required to provide all those documents / authorizations / information, which are likely to be required by the Issuer. The Issuer may, but is not bound to, revert to any investor for any additional documents / information, and can accept or reject an application as it deems fit. Provisions in respect of investment by investors falling in the categories mentioned above are merely indicative and the Issuer does not warrant that they are permitted to invest as per extant laws, regulations, etc. Each of the above categories of investors is required to check and comply with extant rules/regulations/ guidelines, etc. governing or regulating their investments as applicable to them and the Issuer is not, in any way, directly or indirectly, responsible for any statutory or regulatory breaches by any investor, neither is the Issuer required to check or confirm the same.

8.40 Governing law

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

The courts and tribunals as stated in the respective transaction documents and Key Information Document for specific Debenture issuance shall have exclusive jurisdiction in connection with any dispute arising out of or in connection with this Debentures. The Debenture Holders and the Debenture Trustee shall not be prevented from taking proceedings relating to a dispute in any other courts and tribunals with jurisdiction. To the extent allowed by applicable law, the Debenture Holders and the Debenture Trustee may take concurrent proceedings in any number of jurisdictions. Over and above the aforesaid Terms and Conditions, the said Debentures shall be subject to the Terms and Conditions to be incorporated in the Debentures to be issued to the Debenture Holders and the Debenture Trust Deed.

8.41 Multiple Issuances

The Company reserves the right to make multiple issuances under the same ISIN in accordance with the SEBI Master Circular, whether by creation of a fresh ISIN or by way of issuance under the existing ISIN at premium/ par/ discount.

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SECTION 9: UNDERTAKING

(1) UNDERTAKINGS IN RELATION TO THE ISSUER BEING ELIGIBLE UNDER THE SEBI NCS REGULATIONS

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

(2) UNDERTAKING ON CREATION OF SECURITY PURSUANT TO REGULATION 48(2) OF THE SEBI NCS REGULATIONS

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. The Issuer further undertakes that the charge proposed to be created is a first ranking exclusive, current and continuing charge and therefore no permission or consent to create a second or pari-passu charge on the assets of the Issuer is required to be obtained from any creditor (whether or not existing) of the Issuer.

(3) UNDERTAKING PURSUANT TO REGULATION 23(6) OF THE SEBI NCS REGULATIONS

Issuer undertakes to amend/or has amended and incorporate provisions in their Articles of Association, authorizing the Debenture Holders and the Debenture Trustee to appoint a nominee director on the board of directors of the Company as per Clause 15 (1)(e) of the Securities and Exchange Board of India (Debenture Trustee) Regulations, 1993 and Rule 18(3) (e) of Companies (Share Capital and Debentures) Rules, 2014.

(4) UNDERTAKING PURSUANT TO SCHEDULE I OF THE SEBI NCS REGULATIONS

The Issuer undertakes and states as follows:

- a. Prospective investors are advised to read the risk factors carefully before taking an investment decision in this Issue. For taking an investment decision, investors must rely on their own examination of the Issuer and the offer including the risks involved. The securities have not been recommended or approved by 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 19 under the section 'GENERAL RISKS AND RISKS IN RELATION TO THE NON-CONVERTIBLE SECURITIES';
- b. the Issuer, having made all reasonable inquiries, accepts responsibility for, and confirms that

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this General Information Document contains all information with regard to the issuer and the issue, that the information contained in this 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 this document as a whole or any of such information or the expression of any such opinions or intentions misleading in any material respect; and

- c. the Issuer has no side letter with any debt securities holder except the one(s) disclosed in this General Information Document. Any covenants later added shall be disclosed on the stock exchange website where the debt is listed and shall be disclosed by the Company in the Transaction Documents.
- d. The Issuer confirms that the Permanent Account Number, Aadhaar Number, Driving License Number, Bank Account Number(s), Passport Number and personal addresses of the promoters of the Issuer and Permanent Account Number of the directors of the Issuer have been submitted to the stock exchange(s) on which the non-convertible securities are proposed to be listed, at the time of filing of the General Information Document.
- e. The Company undertakes that this General Information Document (and any Key Information Document issued pursuant thereto and/or any Private Placement Offer cum Application Letters issued pursuant thereto) is in compliance with SEBI (Issue and Listing of Non-Convertible Securities) Regulations, 2021, as amended from time to time.
- f. The Issuer hereby undertakes that the assets on which the charge or security has been created to meet the hundred percent security cover or higher security cover is free from any encumbrances and in case the assets are encumbered, the permissions or consent to create any further charge on the assets has been obtained from the existing creditors to whom the assets are charged, prior to creation of the charge. - Refer to the relevant Key Information Document.
- g. Issuer has amended and incorporated provisions in their Articles of Association, authorizing the Debenture Holders and the Debenture Trustee to appoint a nominee director on the board of directors of the Company as per Clause 15 (1)(e) of the Securities and Exchange Board of India (Debenture Trustee) Regulations, 1993 and Rule 18(3) (e) of Companies (Share Capital and Debentures) Rules, 2014.

(5) **DISCLOSURES PURSUANT TO THE CHAPTER II OF SEBI DEBENTURE TRUSTEES CIRCULAR**

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

Movable assets comprising receivables from loans provided by 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 comprising receivables from loans provided by the Issuer over which security is proposed to be created by the Issuer. The details of the underlying loan agreements will be set out in the Deed of Hypothecation.

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

The details of the charge created over the movable assets comprising receivables from loans provided by the Issuer over which security is proposed to be created by the Issuer under the Deed of Hypothecation 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

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created over movable assets, no filings are required to be made with 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 Secured Debentures are free from any encumbrances.

- (e) **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.:***

As set out in the respective Key Information Document

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

As set out in the respective Key Information Document

- (iii) ***List of assets of the guarantor along-with undertakings/consent/NOC as per the Chapter II of SEBI Debenture Trustees Circular:***

As set out in the respective Key Information Document

- (iv) ***Conditions of invocation of guarantee including details of put options or any other terms and conditions which may impact the security created:***

As set out in the respective Key Information Document

- (v) ***Impact on the security in case of restructuring activity of the guarantor:***

As set out in the respective Key Information Document

- (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:***

As set out in the respective Key Information Document

- (vii) ***Copy of Board resolution of the guarantor for the guarantee provided in respect of the debt securities of the Issuer:***

As set out in the respective Key Information Document

- (viii) ***The Guarantor provides guarantees on a routine basis in the ordinary course of its business.***

As set out in the respective Key Information Document

- (f) **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

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(g) **Details of any other form of security being offered viz. Debt Service Reserve Account etc.:**

Not Applicable.

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

(i) **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.

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

(k) **Details of security to be created:** Please refer section named "Security (Including description, type of security, type of charge, likely date of creation of security, minimum security cover, revaluation, replacement of security)" in Section 5.34 (Issue Details).

(l) **Process of due diligence carried out by the debenture trustee:** The Debenture Trustee has carried out due diligence in accordance with the manner prescribed in the SEBI Debenture Trustees 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 Secured 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 SEBI Debenture Trustees Circular read along with the SEBI (Debenture Trustees) Regulations, 1993 and the relevant circulars issued by SEBI from (as amended from time to time) as per the nature of security provided by the Issuer in respect of the Secured 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 Secured Debentures are to be secured to the extent of at least 100% (One Hundred percent) of the principal and interest amount or as per the terms of this General 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.

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.

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- (m) **Due diligence certificate as per the format specified in Annexure A:** Enclosed as Annexure XII.
- (n) **Due diligence certificate as per the format specified in Annexure II-A of the Chapter II of SEBI Debenture Trustees Circular:** Enclosed as Annexure XII.

(6) **OTHER UNDERTAKINGS**

The Issuer hereby confirms that:

- (a) the Issuer is eligible and in compliance with Securities and Exchange Board of India (Issue and Listing of Non-Convertible Securities) Regulations, 2021, 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 Regulations, 2009;
- (c) neither the Issuer nor any of its promoters or directors is a willful defaulter as defined under Regulation 2 (1) (ss) of the Securities and Exchange Board of India (Issue and Listing of Non-Convertible Securities) Regulations, 2021; 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.

For **Keertana Finserv Limited**

Gangireddy
y Padmaja

Digitally signed by Gangireddy Padmaja
DN: c=IN, o=Personal, ou=2446,
pseudoym=a5d25191a141738602b06ea
28bb82d,
2.5.4.20=a9c208fa089481a2a0c388d93c5
0d2a6c7e641a2ef724c611529338369d10,
postalCode=500032, st=Telangana,
serialNumber=eeeb3de72065765401133845e
efb79a70d780d71312554ed06d73629f588c
17f, cn=Gangireddy Padmaja
Date: 2025.10.16 15:39:43 +05'30'

Authorised Signatory

Name: Padmaja Gangireddy

Title: Managing Director

Date: October 16, 2025

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Serial No: 001

Addressed to: _____ (Name of the Debenture Holder(s))

SECTION 10: FORM NO. PAS-4

(Pursuant to Section 42 of the Companies Act, 2013 and Rule 14(3) of the Companies (Prospectus and Allotment of Securities) Rules, 2014)

Note: This Form No PAS-4 is prepared in accordance with the Companies (Prospectus and Allotment of Securities) Rules, 2014.

ISSUE OF [SENIOR/ SUBORDINATED/ UNSUBORDINATED], [UNSECURED/ SECURED], LISTED, RATED, REDEEMABLE, [PRINCIPAL PROTECTED MARKET LINKED] NON-CONVERTIBLE DEBENTURES AGGREGATING FOR AN AMOUNT AS SHALL BE MORE PARTICULARLY SET OUT IN THE KEY INFORMATION DOCUMENT, IN MULTIPLE TRanches / ISSUANCE, FOR CASH, AT PAR OR AT PREMIUM OR AT DISCOUNT, UNDER THE SAME ISIN OR DIFFERENT ISIN, IN A DEMATERIALIZED FORM ON A PRIVATE PLACEMENT BASIS (THE "ISSUE") BY KEERTANA FINSERV LIMITED (FORMERLY KNOWN AS KEERTANA FINSERV PRIVATE LIMITED) (THE "COMPANY") OR ("ISSUER").

1. General Information:

(a) **Name, address, website, if any, and other contact details of the Company, indicating both registered office and the corporate office:**

Issuer / Company: Keertana Finserv Limited **(Formerly Known as Keertana Finserv Private Limited)** (the "Issuer" or "Company")

Registered Office: Office No 919, 9th Floor, 4A, Regus Granduer, Abanindra Nath Thakur Sarani, PS Arcadia Central (Camac Street) Park Street Kolkata - 700016, West Bengal, India

Corporate Office: Ramky Selenium Towers, 2nd Floor, Plot No 31 Part & 32, Financial District, Nanakramguda, Hyderabad - 500032

Telephone No.: +91-40-4878 7000

Website: www.keertanafin.in

Fax: NA

Contact Person: Rajendra Kavikondala

Email: secretarial@keertana.co

(b) **Date of Incorporation of the Company:**

14th February 1996

(c) **Business carried on by the Company and its subsidiaries with the details of branches or units, if any;**

Please refer to paragraph 5.4(a) of the Section 5 of this General Information Document.

Branch details:

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Please refer to paragraph 5.4 (c) of the Section 5 of this General Information Document.

Subsidiary details:

Keertana Finserv Limited has a 100% subsidiary by name Keertana Financial Limited which has a net-worth of Rs.12.98 Cr as on 30-06-2025 but has no operations currently.

(d) **Brief particulars of the management of the Company:**

Please refer to paragraph 5.4(e) of the Section 5 of this General Information Document.

(e) **Name, addresses, Director Identification Number (DIN) and occupations of the directors:**

Name	Designation	DIN	Age (years)	Address	Director of the Company since	Details of other directorship	Whether willful defaulter (Yes/No)
Padmaja Gangireddy	Managing Director	00004842	59	A Block, Flat No. 208, Jayabheri Ornage County, Nanakramguda, Serilingampally, Gachibowli, Hyderabad, Telangana – 500032	03-11-2022	1. Abhiram Marketing Services Limited	No
						2. Keertana Finserv Limited	
Vijaya Sivarami Reddy Vendidandi	Director	3169778	62	A Block, Flat No. 208, Jayabheri Ornage County, Nanakramguda Serilingampally, Gachibowli, Hyderabad, Telangana – 500032	02-11-2022	1. Abhiram Marketing Services Limited	No
						2. Keertana Finserv Limited	
						3. FinS Technologies Limited	
						4. Eternal Trading Private Limited	

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						5. Arpita Chit funds Private Limited	
Raghu Venkata Harish	Independent Director	6792543	52	Villa No. 16-0204, Sri Ram Chipping Woods, Subha Enclave, HSR Layout, Bangalore South, Karnataka-560102	30-03-2022	1. Keertana financial limited	No
						2. Keertana finserv limited	
						3. Goodbooks Capital Advisors LLP	
Mahesh Payannavar	Independent Director	230347	63	Oberoi Enigma Tower A Flat no. 503, LBS marg, Near Johnson and Johnson Factory, Mulund West, Mumbai, Maharashtra 400080	27-02-2023	1. Keertana finserv limited	No
						2. Satya micro housing finance private limited	
						3. Leela arcades private limited	
Vara Prasad Chaganti	Independent Director	9425725	44	Flat No 407, Eden B Block, Lodha Casa Pradiso Opp Sanath Nagar Bus Depot, Balanagar, moosapet Hyderabad, Telangana, India -500018	30-03-2022	1. Keertana financial limited	No
						2. Finseri online services private limited	
						3. Keertana finserv limited	
						4. Indhan impact financial services private limited	

2. MANAGEMENT PERCEPTION OF RISK FACTORS:

Please refer to Section 3 of this General Information Document.

3. RISKS RELATED TO THE BUSINESS OF THE ISSUER

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Please refer to Section 3 of this General Information Document.

4. Details of defaults, if any, including therein the amount involved, duration of default, and present status, in repayment of:

- (i) Statutory Dues: Nil
- (ii) Debentures and interest thereon: Nil
- (iii) Deposits and interest thereon: Nil
- (iv) Loan from any bank or financial institution and interest thereon: Nil

5. Name, designation, address and phone number, email ID of the nodal / compliance officer of the Company, if any, for the private placement offer process:

Name of Nodal/Compliance officer	Designation	Address	Phone No.	Email ID
Rajendra Kavikondala	Compliance Officer	402, Jaswitha Cyber Nest, Block A, Sri Maruthi Nagar, Kondapur -500084	+91-8247299235	secretarial@keertana.co

6. Any default in annual filing of the Company under the Companies Act, 2013 or the rules made thereunder:

Nil

7. Particulars of the Offer:

Financial position of the Company for the last 3 (three) financial years	Please refer to CHAPTER A below.
Date of passing of Board Resolution for the current issue of Debentures that forms the part of issuance under the General Information Document	Board resolution dated October 13, 2025
Date of passing of resolution in the general meeting, authorizing the offer of securities	Shareholders resolutions under Section 42 of the Companies Act, 2013 dated 12 th August, 2025
Kind of securities offered (i.e. whether share or debenture) and class of security; the total number of shares or other securities to be issued	Base Issue Size - As specified in the relevant Key Information Document. Green shoe option - As specified in the relevant Key Information Document.
Price at which the security is being offered,	As specified in the relevant Key Information Document.

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including premium if any, along with justification of the price								
Name and address of the valuer who performed valuation of the security offered, and basis on which the price has been arrived at along with report of the registered valuer	As specified in the relevant Key Information Document.							
Relevant date with reference to which the price has been arrived at (Relevant Date means a date at least 30 days prior to the date on which the general meeting of the Company is scheduled to be held)	As specified in the relevant Key Information Document.							
The class or classes of persons to whom the allotment is proposed to be made	As specified in the relevant Key Information Document.							
Intention of promoters, directors or key managerial personnel to subscribe to the offer (applicable in case they intend to subscribe to the offer) [Not required in case of issue of non-convertible debentures]	As specified in the relevant Key Information Document.							
The proposed time within which the allotment shall be completed	As specified in the relevant Key Information Document.							
The names of the proposed allottees and the percentage of post private placement capital that may be held by them [Not applicable in case of issue of non-convertible debentures]	As specified in the relevant Key Information Document.							
The change in control, if any, in the company that would occur consequent to the private placement	As specified in the relevant Key Information Document.							
The number of persons to whom allotment on preferential basis /	Date of Allotment	Nature of Allotment	Type of Instrument	No. of Allotees	Face Value (INR)	Premium (INR)	Remarks	

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private placement / rights issue has already been made during the year, in terms of securities as well as price	23-07-2025	Rights Issue	Equity	12	10	70	NA
	26-03-2025	Rights Issue	Equity	6	10	70	NA
	25-06-2024	Rights Issue	Equity	13	10	50	NA
	14-02-2024	Rights Issue	Equity	12	10	30	NA
	21-10-2023	Rights Issue	Equity	11	10	30	NA
	30-06-2023	Rights Issue	Equity	9	10	20	NA
	09-11-2022	Rights Issue	Equity	3	10	20	NA
	07-09-2022	Rights issue	Equity	4	10	20	NA
The justification for the allotment proposed to be made for consideration other than cash together with valuation report of the registered valuer	As specified in the relevant Key Information Document.						
Amount, which the Company intends to raise by way of proposed offer of securities	As specified in the relevant Key Information Document.						
Terms of raising of securities:	Duration, if applicable:		As specified in the relevant Key Information Document.				
	Rate of Interest or Coupon:		As specified in the relevant Key Information Document.				
	Mode of Payment		As specified in the relevant Key Information Document.				
	Mode of Repayment		As specified in the relevant Key Information Document.				
Proposed time schedule for which the Issue/Offer Letter is valid	Issue Open Date: As specified in the relevant Key Information Document.						
	Issue Closing Date: As specified in the relevant Key Information Document.						
	Pay-in Date: As specified in the relevant Key Information Document.						
	Deemed Date of Allotment: As specified in the relevant Key Information Document.						

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Purpose and objects of the Issue/Offer	As specified in the relevant Key Information Document.
Contribution being made by the promoters or directors either as part of the offer or separately in furtherance of such objects	As specified in the relevant Key Information Document.
Principal terms of assets charged as security, if applicable	As specified in the relevant Key Information Document.
The details of significant and material orders passed by the Regulators, Courts and Tribunals impacting the going concern status of the Company and its future operations	NIL

The pre-issue and post-issue shareholding pattern of the Company in the following format:

Sr. No	Category	Pre- Issue		Post Issue	
		No. of shares Held	% of shareholding	No. of shares Held	% of shareholding
A	Promoters Holding				
1	Indian	--	--	--	--
	Individual	13,28,60,985	99.37%	13,28,60,985	99.37%
2	Bodies Corporate	--	--	--	--
	Sub Total	13,28,60,985	99.37%	13,28,60,985	99.37%
3	Foreign Promoters	--	--	--	--
	Sub Total (A)	13,28,60,985	99.37%	13,28,60,985	99.37%
B	Non-Promoters Holding				
1	Institutional Investors	--	--	--	--
2	Non- Institution Investors	--	--	--	--
3	Private Corporate Bodies	--	--	--	--
4	Directors and Relatives	1,12,817	0.08%	1,12,817	0.08%
5	Indian Public	7,31,425	0.55%	7,31,425	0.55%
6	Others (including NRIs).	--	--	-	-
	Sub Total(B)	--	--	-	-
	GRAND TOTAL	13,37,05,227	100.00%	13,37,05,227	100%

8. Mode of payment for subscription:

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- Cheque
- Demand Draft
- Other Banking Channels

9. Disclosure with regard to interest of directors, litigation, etc:

Any financial or other material interest of the directors, promoters or key managerial personnel in the offer/ Issue and the effect of such interest in so far as it is different from the interests of other persons	Nil										
Details of any litigation or legal action pending or taken by any Ministry or Department of the Government or a statutory authority against any promoter of the Company during the last 3 (three) years immediately preceding the year of the issue of this private placement offer cum application letter and any direction issued by such Ministry or Department or statutory authority upon conclusion of such litigation or legal action shall be disclosed	Nil										
Remuneration of directors (during the current year and last 3 (three) financial years)	<table border="1"> <thead> <tr> <th><u>FY</u></th><th><u>Related Party Transactions</u></th></tr> </thead> <tbody> <tr> <td>2022-23</td><td>Director's remuneration – Rs.45,59,441</td></tr> <tr> <td>2023-24</td><td>Director's remuneration – Rs.</td></tr> <tr> <td>2024-25</td><td>Director's remuneration – Rs.1,69,47,645.16</td></tr> <tr> <td>2025-26 Q1</td><td>Director's remuneration – 43,49,999</td></tr> </tbody> </table>	<u>FY</u>	<u>Related Party Transactions</u>	2022-23	Director's remuneration – Rs.45,59,441	2023-24	Director's remuneration – Rs.	2024-25	Director's remuneration – Rs.1,69,47,645.16	2025-26 Q1	Director's remuneration – 43,49,999
<u>FY</u>	<u>Related Party Transactions</u>										
2022-23	Director's remuneration – Rs.45,59,441										
2023-24	Director's remuneration – Rs.										
2024-25	Director's remuneration – Rs.1,69,47,645.16										
2025-26 Q1	Director's remuneration – 43,49,999										
Related party transactions entered during the preceding 3 (three) financial years immediately preceding the year of issue of this private placement offer cum application letter and current financial year with regard to loans made or, guarantees given or securities provided	NIL										
Summary of reservations or qualifications or adverse remarks of auditors in the last 5 (five) financial years immediately preceding the year of issue of this private placement offer cum application letter 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	There has been no adverse remarks / reservations / qualifications.										

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the said reservations or qualifications or adverse remark	
Details of any inquiry, inspections or investigations initiated or conducted under the securities law or Companies Act or any previous company law in the last 3 (three) years immediately preceding the year of circulation of this private placement offer cum application letter in the case of the Company and all of its subsidiaries and if there were any prosecutions filed (whether pending or not) fines imposed, compounding of offences in the last 3 (three) years immediately preceding the year of this private placement offer cum application letter and if so, section-wise details thereof for the Company and all of its subsidiaries	Nil

10. Financial Position of the Company:

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

The authorized, issued, subscribed and paid up capital (number of securities, description and aggregate nominal value)		
	Share Capital	Amount (INR) (Lakhs)
	Authorised	20,000.00
	Equity Share Capital	20,000.00
	Preference	0.00
	TOTAL	20,000.00
	Issued, Subscribed and Paid-up Share Capital	
	Equity Shares	13,37,05,227
	Preference Shares	0.00
	TOTAL	13,37,05,227
Size of the Present Offer	As specified in the relevant Key Information Document.	
Paid-up Capital: a. After the offer: b. After the conversion of convertible instruments (if applicable)	Not applicable as each Debenture is a non-convertible debt instrument which is being issued at face value.	
Share Premium Account: a. Before the offer: b. After the offer:	Nil Nil	
Details of the existing share capital of the Issuer in a tabular form, indicating therein with regard to each		

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allotment, the date of allotment, the number of shares allotted, the face value of the shares allotted, the price and the form of consideration:									
Sl. no	Month of infusion	Name of the Investor	Type of shares	Date of Allotment	Number of Shares Issued (a)	Face Value per Share - Rs (b)	Premium per share - Rs (c)	Price Per Share - Rs [d = b + c]	Value - Rs in Crs [a x d]
1	Apr-22	Vijaya Sivarami Reddy Vendidandi	Equity	09-04-2022	4,40,04,525	10	12.1	22.1	97,25,00,003
2	Apr-22	Yanumula Koteswaramma	Equity	28-04-2022	1,00,000	10	12.1	22.1	22,10,000
		Pranjal Thakker	Equity	28-04-2022	1,00,000	10	12.1	22.1	22,10,000
		Chagamreddy Sri Ram Charan Reddy	Equity	28-04-2022	23,000	10	12.1	22.1	5,08,300
		Veena Ventrapragada	Equity	28-04-2022	23,000	10	12.1	22.1	5,08,300
		Padmaja Gangireddy	Equity	28-04-2022	47,96,979	10	12.1	22.1	10,60,13,236
		Vidya Sagar Bhogi	Equity	28-04-2022	35,000	10	12.1	22.1	7,73,500
		Nagari Raju	Equity	28-04-2022	32,000	10	12.1	22.1	7,07,200
		S. Raghu Vinay	Equity	28-04-2022	22,000	10	12.1	22.1	4,86,200
		Venkateswarlu R	Equity	28-04-2022	19,005	10	12.1	22.1	4,20,011
		Challagulla Srinivasa Rao	Equity	28-04-2022	14,000	10	12.1	22.1	3,09,400
		Thoram Naga Manindra	Equity	28-04-2022	15,000	10	12.1	22.1	3,31,500
		Deeti Sanjeev	Equity	28-04-2022	10,000	10	12.1	22.1	2,21,000
		Srinivasarao Manda	Equity	28-04-2022	10,000	10	12.1	22.1	2,21,000
		Battala	Equity	28-04-	9,600	10	12.1	22.1	2,12,160

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		Raghu Ramudu		2022						
		Ankireddy Venkatesh	Equity	28-04-2022	5,000	10	12.1	22.1	1,10,500	
		Singareni Dinesh	Equity	28-04-2022	3,650	10	12.1	22.1	80,665	
		Manjunath a. R	Equity	28-04-2022	10,000	10	12.1	22.1	2,21,000	
		K. Rajesh	Equity	28-04-2022	5,000	10	12.1	22.1	1,10,500	
		Bhimavarapu Anoop Kumar	Equity	28-04-2022	4,600	10	12.1	22.1	1,01,660	
		Kasireddy Srinath Reddy	Equity	28-04-2022	4,600	10	12.1	22.1	1,01,660	
		D. Kranthi Kumar	Equity	28-04-2022	4,600	10	12.1	22.1	1,01,660	
		K. Veera Durga Prasad	Equity	28-04-2022	5,000	10	12.1	22.1	1,10,500	
		Palepogu Yogeswara Rao	Equity	28-04-2022	2,500	10	12.1	22.1	55,250	
		Adp Prashanth	Equity	28-04-2022	2,400	10	12.1	22.1	53,040	
		Prathipati Suresh	Equity	28-04-2022	2,500	10	12.1	22.1	55,250	
		G. Jagadeesh	Equity	28-04-2022	2,300	10	12.1	22.1	50,830	
		Thimmesh	Equity	28-04-2022	2,300	10	12.1	22.1	50,830	
		Liyaqath Ulla	Equity	28-04-2022	2,300	10	12.1	22.1	50,830	
		Elangovan Thalamuthu	Equity	28-04-2022	2,300	10	12.1	22.1	50,830	
		Kokkiligadda Pradeep	Equity	28-04-2022	4,600	10	12.1	22.1	1,01,660	
		B Chalapathi	Equity	28-04-2022	2,400	10	12.1	22.1	53,040	
		Devathi Venkata Sasikanth	Equity	28-04-2022	2,400	10	12.1	22.1	53,040	
		Chennupati Nageswara	Equity	28-04-2022	55,500	10	12.1	22.1	12,26,550	

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		Rao							
		G. Dilip Kumar	Equity	28-04-2022	40,000	10	12.1	22.1	8,84,000
		Nitin Kumar Dalmia	Equity	28-04-2022	45,250	10	12.1	22.1	10,00,025
		R. Anusha	Equity	28-04-2022	5,000	10	12.1	22.1	1,10,500
3	Sep-22	Vijaya Sivarami Reddy Vendidandi	Equity	07-09-2022	36,00,000	10	20	30	10,80,00,000
		Chagamreddy Sri Ram Charan Reddy	Equity	07-09-2022	1,656	10	20	30	49,680
		K. Rajesh	Equity	07-09-2022	360	10	20	30	10,800
		Veena Ventrapragada	Equity	07-09-2022	33,333	10	20	30	9,99,990
4	Nov-22	Vijaya Sivarami Reddy Vendidandi	Equity	09-11-2022	77,17,771	10	20	30	23,15,33,130
		Padmaja Gangireddy	Equity	09-11-2022	19,59,144	10	20	30	5,87,74,320
		Revan Saahith Reddy Vendidandi	Equity	09-11-2022	3,23,085	10	20	30	96,92,550
5	Jun-23	Vijaya Sivarami Reddy Vendidandi	Equity	30-06-2023	97,00,663	10	20	30	29,10,19,890
		Chagamreddy Sri Ram Charan Reddy	Equity	30-06-2023	1,666	10	20	30	49,980
		Veena Ventrapragada	Equity	30-06-2023	11,095	10	20	30	3,32,850
		Padmaja Gangireddy	Equity	30-06-2023	29,37,336	10	20	30	8,81,20,080

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		Nagari Raju	Equity	30-06-2023	6,303	10	20	30	1,89,090
		Challagulla Srinivasa Rao	Equity	30-06-2023	975	10	20	30	29,250
		K. Rajesh	Equity	30-06-2023	1,056	10	20	30	31,680
		Kasireddy Srinath Reddy	Equity	30-06-2023	906	10	20	30	27,180
		Rudrapati Skylab	Equity	30-06-2023	6,667	10	20	30	2,00,010
6	Oct-23	Vijaya Sivarami Reddy Vendidandi	Equity	21-10-2023	76,00,000	10	30	40	30,40,000
		Padmaja Gangireddy	Equity	21-10-2023	23,91,006	10	30	40	9,56,40,240
		Nagari Raju	Equity	21-10-2023	4,157	10	30	40	1,66,280
		Rudrapati Skylab	Equity	21-10-2023	866	10	30	40	34,640
		K. Rajesh	Equity	21-10-2023	696	10	30	40	27,840
		K. Veera Durga Prasad	Equity	21-10-2023	650	10	30	40	26,000
		Challagulla Srinivasa Rao	Equity	21-10-2023	643	10	30	40	25,720
		Kasireddy Srinath Reddy	Equity	21-10-2023	598	10	30	40	23,920
		Kokkiligadda Pradeep	Equity	21-10-2023	598	10	30	40	23,920
		Singareni Dinesh	Equity	21-10-2023	474	10	30	40	18,960
		Adp Prashanth	Equity	21-10-2023	312	10	30	40	12,480
7	Feb-24	Vijaya Sivarami Reddy Vendidandi	Equity	15-02-2024	1,37,74,538	10	30	40	55,09,81,520

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		Chagamreddy Sri Ram Charan Reddy	Equity	15-02-2024	1,250	10	30	40	50,000
		Padmaja Gangireddy	Equity	15-02-2024	35,74,353	10	30	40	14,29,74,120
		Nagari Raju	Equity	15-02-2024	7,275	10	30	40	2,91,000
		Challagulla Srinivasa Rao	Equity	15-02-2024	1,125	10	30	40	45,000
		Singareni Dinesh	Equity	15-02-2024	830	10	30	40	33,200
		K. Rajesh	Equity	15-02-2024	1,218	10	30	40	48,720
		Kasireddy Srinath Reddy	Equity	15-02-2024	1,046	10	30	40	41,840
		K. Veera Durga Prasad	Equity	15-02-2024	1,137	10	30	40	45,480
		Adp Prashanth	Equity	15-02-2024	546	10	30	40	21,840
		Rudrapati Skylab	Equity	15-02-2024	1,516	10	30	40	60,640
		Bhaskar Roy	Equity	15-02-2024	2,012	10	30	40	80,480
8	Jun-24	Vijaya Sivarami Reddy Vendidandi	Equity	25-06-2024	1,10,00,000	10	50	60	66,00,00,000
		Veena Ventrapragada	Equity	25-06-2024	33,334	10	50	60	20,00,040
		Padmaja Gangireddy	Equity	25-06-2024	52,40,894	10	50	60	31,44,53,640
		Revan Saahith Reddy	Equity	25-06-2024	3,77,448	10	50	60	2,26,46,880
		Nagari Raju	Equity	25-06-2024	6,937	10	50	60	4,16,220
		Challagulla Srinivasa Rao	Equity	25-06-2024	1,073	10	50	60	64,380

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		Singareni Dinesh	Equity	25-06-2024	791	10	50	60	47,460
		K. Rajesh	Equity	25-06-2024	1,162	10	50	60	69,720
		Kasireddy Srinath Reddy	Equity	25-06-2024	997	10	50	60	59,820
		K. Veera Durga Prasad	Equity	25-06-2024	1,084	10	50	60	65,040
		Adp Prashanth	Equity	25-06-2024	520	10	50	60	31,200
		Kokkiligadda Pradeep	Equity	25-06-2024	830	10	50	60	49,800
		Dr. G. Venkateswara Reddy	Equity	25-06-2024	1,597	10	50	60	95,820
9	Mar-25	Vijaya Sivarami Reddy Vendidandi	Equity	26-03-2025	47,82,275	10	70	80	38,25,82,000
		Padmaja Gangireddy	Equity	26-03-2025	13,99,100	10	70	80	11,19,28,000
		Revan Saahith Reddy	Equity	26-03-2025	1,44,239	10	70	80	1,15,39,120
		Singareni Dinesh	Equity	26-03-2025	302	10	70	80	24,160
		Kokkiligadda Pradeep	Equity	26-03-2025	317	10	70	80	25,360
		Dr. G. Venkateswara Reddy	Equity	26-03-2025	610	10	70	80	48,800
10	Jul-25	Vijaya Sivarami Reddy Vendidandi	Equity	23-07-2025	47,82,275	10	70	80	38,25,82,000.00
		Padmaja Gangireddy	Equity	23-07-2025	14,00,200	10	70	80	11,20,16,000.00
		Revan Saahith Reddy	Equity	23-07-2025	1,44,239	10	70	80	1,15,39,120.00
		Nagari Raju	Equity	23-07-2025	2,518	10	70	80	2,01,440

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									.00
		G. Venkateswara Reddy	Equity	23-07-2025	610	10	70	80	48,800.00
		Siva Kumar Reddy Baredy	Equity	23-07-2025	10,000	10	70	80	8,00,000.00
		Muhamma d Ali K M	Equity	23-07-2025	10,000	10	70	80	8,00,000.00
		Rajendra Kavikondala	Equity	23-07-2025	10,000	10	70	80	8,00,000.00
		Singareni Dinesh	Equity	23-07-2025	1,757	10	70	80	1,40,560.00
		Kokkiligadd a Pradeep	Equity	23-07-2025	317	10	70	80	25,360.00
		Chirala Bra hmananda Reddy	Equity	23-07-2025	2500	10	70	80	2,00,000.00
		Manam Srinivasara o	Equity	23-07-2025	2500	10	70	80	2,00,000.00
			Total number of shares issued		13,24,57,597				
			As on 31st jun 2022 post acquisition		12,47,630				
			Total number of shares outstanding as at June 30,2025		13,37,05,227				
The number and price at which each of allotments were made by the Company in the last 1 (one) year preceding the date of this placement offer cum application letter separately indicating the allotments made for consideration other than cash and details of the consideration in each case			NIL						
Profits of the Company, before and after making provision for tax, for the 3 (three) financial years immediately preceding the date of circulation of this private placement offer cum			(INR in Crores)						
			Year	Fiscal FY 24-25	Fiscal FY 23-24	Fiscal FY 22-23			
			Profit before tax	81.74	89.25	28.93			

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application letter.	<table><tr><td>Profit after tax</td><td>65.86</td><td>71.59</td><td>21.41</td></tr></table>				Profit after tax	65.86	71.59	21.41								
Profit after tax	65.86	71.59	21.41													
Dividends declared by the Company in respect of the said 3 (three) financial years; interest coverage ratio for last three years (cash profit after tax plus interest paid/interest paid)	<table><tr><th>Year</th><th>Fiscal FY 24-25</th><th>Fiscal FY 23-24</th><th>Fiscal FY 22-23</th></tr><tr><td>Dividend Declared</td><td>-</td><td>-</td><td>-</td></tr><tr><td>Interest Coverage Ratio</td><td>1.35</td><td>1.73</td><td>1.57</td></tr></table>				Year	Fiscal FY 24-25	Fiscal FY 23-24	Fiscal FY 22-23	Dividend Declared	-	-	-	Interest Coverage Ratio	1.35	1.73	1.57
Year	Fiscal FY 24-25	Fiscal FY 23-24	Fiscal FY 22-23													
Dividend Declared	-	-	-													
Interest Coverage Ratio	1.35	1.73	1.57													
A summary of the financial position of the Company as in the 3 (three) audited balance sheets immediately preceding the date of circulation of this private placement offer cum application letter	Please refer CHAPTER A of this General Information Document.															
Audited Cash Flow Statement for the 3 (three) years immediately preceding the date of circulation of this private placement offer cum application letter	Please refer CHAPTER B of this General Information Document.															
Any change in accounting policies during the last 3 (three) years and their effect on the profits and the reserves of the Company	There has been no change to the accounting policies of the company in the last 3 years.															

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PART B

**FORM NO PAS-4
PRIVATE PLACEMENT OFFER LETTER
(To be filled by the applicant)**

Sr. No.	Particulars	First Holder	Second Holder
1	Name	[•]	[•]
2	Father's Name	[•]	[•]
3	Complete Address (including Flat/ House Number, Street, Locality, Pin Code)	[•]	[•]
4	Phone Number, if any	[•]	[•]
5	Email ID, if any	[•]	[•]
6	PAN Number	[•]	[•]
7	Bank Account Details	[•]	[•]
8	Number of Non- Convertible Debentures subscribed	[•]	[•]
9	Total value of Non- Convertible Debentures subscribed	[•]	[•]
10	Tick whichever is applicable: - (a) The applicant is not required to obtain Government approval under the Foreign Exchange Management (Non-debt Instruments) Rules, 2019 prior to subscription of shares. (b) The applicant is required to obtain Government approval under the Foreign Exchange Management (Non-debt Instruments) Rules, 2019 prior to subscription of shares and the same has been obtained, and is enclosed herewith	[•]	[•]

Signature of the Subscriber

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DECLARATION (To be provided by the Directors)

- A. The Company has complied with the provisions of the Companies Act, 2013 and the rules made hereunder;
- B. The compliance with the Companies Act, 2013 and the rules made thereunder do not imply that payment of dividend or interest or repayment of preference shares or debentures, if applicable, is guaranteed by the Central Government; and
- C. the monies received under the offer shall be used only for the purposes and objects indicated in this General Information Document.;

I am authorized by the Board of Directors of the Issuer vide resolution number dated 13th October, 2025 to sign this General 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 General Information Document and in the attachments thereto is true, correct and complete and no information material to the subject matter of this 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.

It is further declared and verified that all the required attachments have been completely, correctly and legibly attached to this General 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 General 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 General 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 General Information Document is consistent with disclosures permitted by regulatory authorities to the issue of securities made by the companies in the past.

For **KEERTANA FINSERV LIMITED**

**Gangireddy
y Padmaja**
Digitally signed by Gangireddy Padmaja
DN: cn=, o=Personal, email=, c=IN
pseudoym=a5025191a141738602b06ea2
dbb02d,
2.5.4.20=a96208fa08948b1ad5aae588d403c5d
d2afe2e641e2af724cd11529358369d10,
postalCode=500032, st=Telangana,
serialNumber=ee3dcd72066764d0133845eef
b7ea70d780d71312554ed94d73629f58bc17f,
cn=Gangireddy Padmaja
Date: 2025.10.16 15:40:12 +05'30'

Authorised Signatory

Name: Padmaja Gangireddy

Title: Managing Director

Date: October 16, 2025

Enclosed

Chapter A - A summary of the financial position of the Company as in the 3 (three) audited balance sheets immediately preceding the date of circulation of this Offer Letter

Chapter B - Audited Cash Flow Statement for the 3 (three) years immediately preceding the date of circulation of this Offer Letter

Optional Attachments, if any

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

**CHAPTER A: FINANCIAL POSITION OF THE COMPANY AS IN THE 3 (THREE) AUDITED BALANCE SHEETS
IMMEDIATELY PRECEDING THE DATE OF CIRCULATION OF THIS GENERAL INFORMATION DOCUMENT**

Audited Financials for, FY 2022-2023, FY 2023-2024 and FY 2024-2025 and limited review for a period ending 30th June, 2025 are attached separately to this General Information Document.

Please refer to **Annexure I** of the General Information Document

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

**CHAPTER B: AUDITED CASH FLOW STATEMENT FOR THE 3 (THREE) YEARS IMMEDIATELY PRECEDING THE
DATE OF CIRCULATION OF THIS GENERAL INFORMATION DOCUMENT**

Audited Financials for FY 2022-2023, FY 2023-2024 and FY 2024-2025 and limited review for a period ending 30th June, 2025 are attached separately to this General Information Document.

Please refer to **Annexure I** of the General Information Document

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

SECTION 11: DECLARATION BY THE DIRECTORS

The Company and the persons authorised by the Company, confirm and attest that:

- A. The Issuer undertakes that this General Information Document contain full disclosures in accordance with NCS Listing Regulations, as amended, and Securities and Exchange Board of India (Listing Obligation and Disclosure Requirements) Regulations, 2015, as amended and Companies (Prospectus and Allotment of Securities) Rules, 2014, Securities Contracts (Regulation) Act, 1956, the Securities and Exchange Board of India Act, 1992 and the Master Direction – Reserve Bank of India (Commercial Paper and Non-Convertible Debentures of original or initial maturity upto one year) Directions, 2024 (if applicable);
- B. the compliance with the Companies Act, 2013 and the rules does not imply that payment of dividend or interest or repayment of non-convertible securities, if applicable, is guaranteed by the Central Government;
- C. the monies received under the Issue shall be used only for the purposes and objects indicated in this General Information Document; and
- D. whatever is stated in this General Information Document and in the attachments thereto is true, correct and complete and no information material to the subject matter of this 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 the Articles of Association.
- E. It is hereby declared that this General Information Document contains full disclosures in accordance with the NCS Regulations, as amended from time to time, the LODR Regulations, as amended from time to time and the Companies Act and the rules made thereunder.
- F. The Issuer undertakes and confirms that this General Information Document does not omit disclosure of any material fact which may make the statements made therein, in light of the circumstances under which they are made, misleading. The General Information Document also does not contain any false or misleading statement.
- G. 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.
- H. The following shall be the authorised persons in case the Issuer is a body corporate:
 - i. executive Chairperson and compliance officer; or
 - ii. Managing Director or Chief Executive Officer and compliance officer; or
 - iii. Chief Financial Officer and compliance officer; or
 - iv. whole-time director and compliance officer; or
 - v. any two key managerial personnel.
- I. The Issuer accepts no responsibility for the statements made otherwise than in this General Information Document or in 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 his own risk.

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

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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 this 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.

Confidentiality

The information and data contained herein is submitted to each recipient of this General Information Document on a strictly private and confidential basis. By accepting a copy of this General Information Document, each recipient agrees that neither it nor any of its employees or advisors will use the information contained herein for any purpose other than evaluating the specific transactions described herein or will divulge to any other party any such information.

I am authorized by the Board of Directors of the Company vide resolution dated October 13, 2025 to sign this General 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 General Information Document and matters incidental thereto have been complied with.

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

For **KEERTANA FINSERV LIMITED**

**Gangireddy
y Padmaja**

Digitally signed by Gangireddy Padmaja
DN: cn=, postalCode=530048, o=ANDESA PRACESH,
pseudoym=a5c025191a3141738602b06ea2dbb82
cl,
2.5.4.20=u9c208af0894891ad5aa588d03c5dd2afe
2e641e2ef724c611529358369d410,
postalCode=500032, st=Telangana,
serialNumber=www3daef720667654013384Seefb7ea7
0d780d7131255Aedf46d73629f58bc17f,
cn=Gangireddy Padmaja
Date: 2025.10.16 15:40:29 +05'30'

Authorised Signatory

Name: Padmaja Gangireddy

Title: Managing Director

Date: October 16, 2025

For **KEERTANA FINSERV LIMITED**

**KAVIKONDA
LA
RAJENDRA**

Digitally signed by KAVIKONDA LA RAJENDRA
DN: cn=, postalCode=530048, o=ANDESA PRACESH,
street=NO 22 131 2NA TANTHA
RAJENDRA, serialNumber=www3daef720667654013384Seefb7ea7
0d780d7131255Aedf46d73629f58bc17f,
cn=Gangireddy Padmaja
Date: 2025.10.16 15:40:29 +05'30'

Authorised Signatory

Name: Rajendra Kavikondala

Title: Company Secretary & Compliance Officer

Date: October 16, 2025

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

ANNEXURE I: LAST AUDITED FINANCIAL STATEMENTS

Audited Financials for, FY 2022-2023, FY 2023-2024 and FY 2024-2025 and limited review for a period ending 30th June, 2025 are attached separately to this General Information Document.

Link:

https://drive.google.com/drive/folders/1DSSjFkX41AP4Hf469escD203te-Vvfvh?usp=drive_link

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**ANNEXURE II: RATING LETTER, RATING RATIONALE AND DETAILED PRESS RELEASE FROM THE RATING
AGENT**

(As specified in the relevant Key Information Document)

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

ANNEXURE III: CONSENT LETTER AND ENGAGEMENT LETTER FROM THE DEBENTURE TRUSTEE

(As specified in the relevant Key Information Document)

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

ANNEXURE IV: APPLICATION FORM

KEERTANA FINSERV LIMITED

(Formerly Known as Keertana Finserv Private Limited)

A limited company incorporated under the Companies Act, 1956 and validly existing under the Companies Act, 2013

Date of Incorporation: 14th February 1996; **CIN:** U65100WB1996PLC077252

Registered Office: Office No 919, 9th Floor, 4A, Regus Granduer, Abanindra Nath Thakur Sarani, PS Arcadia Central (Camac Street) Park Street Kolkata - 700016, West Bengal, India

Telephone No.: +91-40-4878 7000 **Website:** www.keertanafin.in

DEBENTURE SERIES APPLICATION FORM SERIAL NO.									
--	--	--	--	--	--	--	--	--	--

ISSUE OF [SENIOR/ SUBORDINATED/ UNSUBORDINATED], [UNSECURED/ SECURED], LISTED, RATED, REDEEMABLE, [PRINCIPAL PROTECTED MARKET LINKED] NON-CONVERTIBLE DEBENTURES AGGREGATING FOR AN AMOUNT AS SHALL BE MORE PARTICULARLY SET OUT IN THE KEY INFORMATION DOCUMENT, IN MULTIPLE TRanches / ISSUANCES, FOR CASH, AT PAR OR AT PREMIUM OR AT DISCOUNT, UNDER SAME ISIN OR DIFFERENT ISIN, IN A DEMATERIALISED FORM ON A PRIVATE PLACEMENT BASIS (THE "ISSUE") BY KEERTANA FINSERV LIMITED (FORMERLY KNOWN AS KEERTANA FINSERV PRIVATE LIMITED) (THE "COMPANY") OR "ISSUER").

Dear Sir / Madam,

I AM/ WE ARE () COMPANY () OTHERS () SPECIFY _____

We have read and understood the terms and conditions of the General Information Document dated for the issue of Debentures on a private placement basis including the Risk Factors described in the General Information Document ("General Information Document") issued by the Issuer and have considered these in making our decision to apply. We bind ourselves to these terms and conditions and wish to apply for allotment of these Debentures. We request you to please place our name(s) on the Register of Debenture Holders, on allotment of the Debentures to us.

I/ We bind myself/ourselves to the terms and conditions as contained in the General Information Document. I/we note that the Company is entitled in its absolute discretion, to accept or reject this application in whole, or in part, without assigning any reason whatsoever.

(PLEASE READ THE INSTRUCTIONS CAREFULLY BEFORE FILLING THIS FORM)

All capitalised terms used in this Application Form which are not defined shall have the meaning attributed to them in the General Information Document.

DEBENTURE SERIES APPLIED FOR:

Number of Debentures: ____ In words: _____-only

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

DETAILS OF PAYMENT:

Cheque / Demand Draft / RTGS

No. _____ Drawn on _____

Funds transferred to **Keertana Finserv Limited**

Dated _____

Total Amount Enclosed
(In Figures) INR /- (In words) Only

[illegible][illegible]

Name of the Authorised Signatory(ies)	Designation	Signature

We the undersigned, are agreeable to holding the Debentures of the Company 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)	

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

(Note: Cheque and Drafts are subject to realisation)

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

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

Applicant's
 Signature

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

(Note : Cheque and Drafts are subject to realisation)

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

ACKNOWLEDGMENT SLIP

<i>(To be filled in by Applicant)</i> SERIAL NO.										
--	--	--	--	--	--	--	--	--	--	--

Received from _____

Address _____

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

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

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, in accordance with the terms of the EBP Guidelines: As specified in the relevant Key Information Document

The Company undertakes that the application money deposited in the above-mentioned bank account shall not be utilized for any purpose other than:

- (a) for adjustment against allotment of securities; or
- (b) for the repayment of monies where the company is unable to allot securities.

OR

Upon receipt of intimation of allotment, Application Form along either demand draft(s) or cheque(s) drawn or made payable in favour of the Issuer or otherwise as may be set out in the Application Form and crossed "Account Payee Only". Applicants can alternatively, remit the application amount through RTGS on the below mentioned bank. The RTGS details of the Issuer are as specified in the relevant Key Information Document.

4. Receipt of applicants will be acknowledged by the Company in the "Acknowledgement Slip" appearing below the application form. No separate receipt will be issued.
5. All applicants should mention their Permanent Account No. or their GIR No. allotted under Income Tax Act, 1961 and the Income Tax Circle/Ward/District. In case where neither the PAN nor the GIR No. has been allotted, the fact of non-allotment should be mentioned in the application form in the space provided. Income Tax as applicable will be deducted at source at the time of payment of interest including interest payable on application money.
6. The application would be accepted as per the terms of the manner outlined in the transaction documents for the private placement.

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

ANNEXURE V: CONSENT LETTER FROM THE MERCHANT BANKER

(As specified in the relevant Key Information Document)

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

ANNEXURE VI: ILLUSTRATION OF BOND CASH FLOWS

(As specified in the relevant Key Information Document)

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

ANNEXURE VII: IN-PRINCIPLE APPROVAL

(As set out in the relevant Key Information Document)

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

ANNEXURE VIII: SPECIFIC DISCLOSURES REQUIRED FROM NBFC

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

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

Products & Features		
Sr No	1	2
Name of Product	Gold Loans (Consumption)	Gold Loans (Income Generating)
Target customer segment	Agri & Allied, Salaried, Self Employed & Wage laboureres	Agri & Allied, Salaried, Self Employed & Wage laboureres
Loan Amt (range of ticket size)	1,000 - 50,00,000	1,000-50,00,000
Range of Tenor	5-9 months	2 - 16 Months
Repayment Frequency	Monthly/Quarterly Interest; Bullet Payment of Principal	Monthly/Quarterly Interest; Bullet Payment of Principal
Moratorium	NA	NA
ROI	22-23%	12-25%
PF	Upto 0.30%	Upto 0.30%
Security	Gold Jewelry	Gold Jewelry

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

Nil

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

Tenor-wise break-up

SN	Original Tenor	Total Principal Outstanding (In Crs)
1	Upto 1 Year	1,916.04
2	1 to 2 years	361.81
3	2 to 3 years	4.02
4	3 to 5 years	54.71
5	Above 5 Years	132.79
	Total	2,469.38

Ticket wise

SN	Loan Ticket Size Bucket	Total Principal Outstanding (In Crs)
1	<50000	333.08
2	50000 – 100000	448.68
3	100000-150000	242.85
4	150000-200000	212.24

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5	200000-300000	278.61
6	300000-400000	252.67
7	400000-500000	163.35
8	500000-600000	114.09
9	600000-700000	83.97
10	700000-800000	66.74
11	800000-900000	57.37
12	900000-1000000	31.64
13	> 1000000	184.10
	Total	2,469.38

Loan utilisation category-wise break-up

SN	Category	Total Principal Outstanding (In Crs)
1	Agri & Allied	2,164.61
2	Consumption	79.55
3	Manufacturing	78.31
4	Home Assets	73.20
5	Services	29.76
6	Education	21.03
7	Trading	20.90
8	Business Assets	2.01
	Total	2,469.38

Loan productwise break-up

SN	Loan product	Total Principal Outstanding (In Crs)
1	Gold Loans	1,841.29
2	Group Loans (Unsecured loans)	356.89
3	MSME - Home Loans	96.53
4	MSME - LAP Loans	93.00
5	Unsecured loans (BL& Consumer)	81.67
	Total	2,469.38

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

The Aggregated exposure of the top 20 borrowers outstanding stands at Rs. 21.55 Cr as on 30-06-2025

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

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

Classification	As on 30 th June, 2025 (In Crs.)
Standard	2,416.14
NPA	53.24
Off Book	-
Total	2,469.38

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

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

Loan utilisation category-wise break-up		
SN	Category	Total Principal Outstanding (In Crs)
1	Agri & Allied	2,164.61
2	Consumption	79.55
3	Manufacturing	78.31
4	Home Assets	73.20
5	Services	29.76
6	Education	21.03
7	Trading	20.90
8	Business Assets	2.01
	Total	2,469.38

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

Complete set of financials are forming part of this document. However, GNPA stood at 0.77% and NNPA stood at 0.38% as on 31-03-2025. Amount for Provisions can be found in Note 26 on Page 43 of Audited Financial Statements.

3. Quantum and percentage of secured vis-à-vis unsecured borrowings granted by NBFCs as on 30-06- 2025; and

Secured loans – Rs. 2,030.82 (82.24%)
Un-secured loans – Rs. 438.56 17.76%

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

Total shareholding of the promoter during the financial year 23-24 – 99.318%
Total shareholding of the promoter during the financial year 24-25 –99.35%

C. NBFCs shall provide disclosures on the basis of the following draft template: (as on June'25)

1. Classification of loans/ advances given according to:

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

Sl. No.	Type of loans	Rs Crore
1	Secured	2,030.82
2	Unsecured	438.56
	Total assets under management (AUM)*^	2,469.38

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

2. Denomination of loans outstanding by loan-to-value:

SN	LTV	percentage of AUM
1	<40	0.13%
2	40-50	0.29%
3	50-60	1.16%
4	60-70	12.69%
5	70-75	45.74%
6	75-80	1.48%
7	80-85	3.94%
8	85-90	9.24%
9	>90	7.57%
10	NO LTV	17.76%
	Total	100%

3. Sectoral exposure:

Sl. No.	Segment-wise break-up of AUM	Percentage of AUM
1.	Retail	
A	Gold Loans	74.56%
B	Group Loans	14.45%
C	MSME - Home Loans	3.91%
D	MSME - LAP Loans	3.77%
E	PL-UnSecured	2.92%
F	MSME - Business Loans	0.37%
G	Consumer Loans	0.02%
	Total	100.00%

4. Denomination of loans outstanding by ticket size*:

Sl. No.	Ticket size (at the time of origination)	Percentage of AUM
1	<50000	13.49%
2	50000 - 100000	18.17%
3	100000-150000	9.83%
4	150000-200000	8.59%
5	200000-300000	11.28%
6	300000-400000	10.23%
7	400000-500000	6.61%
8	500000-600000	4.62%
9	600000-700000	3.40%
10	700000-800000	2.70%
11	800000-900000	2.32%
12	900000-1000000	1.28%

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13	> 1000000	7.46%
	Total	100.00%

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

5. Geographical classification of borrowers:

Top 5 states borrower wise

Sl. No.	Top 5 states	Percentage of AUM
1	Andhra Pradesh	81.65%
2	Karnataka	1.27%
3	Orissa	1.40%
4	Pondicherry	0.58%
5	Tamil Nadu	0.18%
6	Telangana	14.93%
	Total	

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

Movement of gross NPA:

Movement of gross NPA*	Rs. Crore
Opening gross NPA	1.48
- Additions during the year	51.96
- Reductions during the year	0.20
Closing balance of gross NPA	53.24

*Please indicate the gross NPA recognition policy (Day's Past Due) – 90+ days is considered as GNPA

7. Movement of provisions for NPA(between April'25 to June'25)

Movement of provisions for NPA	Rs. Crore
Opening balance	33.38
- Provisions made during the year	33.93
- Write-off/ write-back of excess provisions	16.23
Closing balance	51.08

8. Segment-wise gross NPA:

Sl. No.	Segment-wise gross NPA	Gross NPA (%)
1	Retail	
	Gold Loans	74.56%
B	Group Loans	14.45%
C	MSME - Home Loans	3.91%
D	MSME - LAP Loans	3.77%
E	PL-UnSecured	2.92%
F	MSME - Business Loans	0.37%
G	Consumer Loans	0.02%
	Total	100.00%

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

Residual maturity profile of assets and liabilities:

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

Particulars	1 to 7 days	8 to 14 days	15 to 30/31 days	> 1 Mont hs to 2 Mont hs	> 2 Mont hs to 3 Mont hs	> 3 Mont hs to 6 Mont hs	> 6 Mont hs to 1 Year	> 1 Year to 3 Year	> 3 Year to 5 Year	> 5 Year	Total
Bucket	1	2	3	4	5	6	7	8	9	10	11
Public Deposits	0	0	0	0	0	0	0	0	0	0	0
Loans and Advances*	17,556.11	3,761.42	0.00	46,930.59	38,983.88	84,287.37	38,637.86	5,926.85	5,068.83	5,683.81	246836.7
Investments	0	0	0	0	0	0	0	0	0	1221.247	1221.247
Borrowings (Other than Public Deposits)	3,621.59	4,513.10	4,960.11	15,792.24	11,441.83	39,016.18	35,400.76	86,616.69	450.12	0.00	201812.6
Foreign Currency Assets	0	0	0	0	0	0	0	0	0	0	0
Foreign Currency Liabilities	0	0	0	0	0	0	0	0	0	0	0

10. Disclosure of latest ALM statements to stock exchange: Please refer to Annexure IX.

11. In case the issuer is a Non-Banking Finance Company (NBFC) and the objects of the issue entail loan to any entity who is a 'group company' then disclosures shall be made in the following format:

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

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

ANNEXURE IX: ALM STATEMENTS AS ON 31ST MARCH 2025

Where the issuer is a Non-Banking Finance Company or Housing Finance Company the following disclosures on Asset Liability Management (ALM) shall be provided for the latest audited financials:

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	12733.83	12733.83
(i) Equity Capital	Y020	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	12733.83	12733.83
(ii) Perpetual / Non Redeemable Preference Shares	Y030	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(iii) Non-Perpetual / Redeemable Preference Shares	Y040	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(iv) Others	Y050	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2.Reserves & Surplus (i+ii+iii+iv+v+vi+vii+viii+ix+ix+xi+xii+xiii)	Y060	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	46841.21	46841.21
(i) Share Premium Account	Y070	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	32222.70	32222.70
(ii) General Reserves	Y080	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(iii) Statutory/Special Reserve (Section 45-4C reserve to be shown separately below item no. (vii))	Y090	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(iv) Reserves under Sec 45-4C of RBI Act 1934	Y100	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3085.19	3085.19
(v) Capital Redemption Reserve	Y110	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(vi) Debenture Redemption Reserve	Y120	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(vii) Other Capital Reserves	Y130	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(viii) Other Revenue Reserves	Y140	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(ix) Investment Fluctuation Reserves/ Investment Reserves	Y150	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(x) Revaluation Reserves (a+b)	Y160	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(a) Reval. Reserves - Property	Y170	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(b) Reval. Reserves - Financial Assets	Y180	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(xi) Share Application Money Pending Allotment	Y190	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(xii) Others (Please mention)	Y200	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(xiii) Balance of profit and loss account	Y210	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	11533.32	11533.32
3.Gifts, Grants, Donations & Benefactions	Y220	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
4.Bonds & Notes (i+ii+iii)	Y230	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(i) Plain Vanilla Bonds (As per residual maturity of the instruments)	Y240	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(ii) Bonds with embedded call / put options including zero coupon / deep discount bonds (As per residual period for the earliest exercise date for the embedded option)	Y250	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(iii) Fixed Rate Notes	Y260	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
5.Deposits (i+ii)	Y270	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(i) Term Deposits from Public	Y280	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(ii) Others	Y290	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

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B. Un-Secured (a+b+c+d+e+f+g)	Y610	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Of which; (a) Subscribed by Retail Investors	Y620	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(b) Subscribed by Banks	Y630	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(c) Subscribed by NBFCs	Y640	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(d) Subscribed by Mutual Funds	Y650	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(e) Subscribed by Insurance Companies	Y660	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(f) Subscribed by Pension Funds	Y670	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(g) Others (Please specify)	Y680	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(xii) Convertible Debentures (A+B) (Debentures with embedded call / put options As per residual period for the earliest exercise date for the embedded option)	Y690	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
A. Secured (a+b+c+d+e+f+g)	Y700	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Of which; (a) Subscribed by Retail Investors	Y710	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(b) Subscribed by Banks	Y720	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(c) Subscribed by NBFCs	Y730	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(d) Subscribed by Mutual Funds	Y740	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(e) Subscribed by Insurance Companies	Y750	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(f) Subscribed by Pension Funds	Y760	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(g) Others (Please specify)	Y770	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
B. Un-Secured (a+b+c+d+e+f+g)	Y780	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Of which; (a) Subscribed by Retail Investors	Y790	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(b) Subscribed by Banks	Y800	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(c) Subscribed by NBFCs	Y810	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(d) Subscribed by Mutual Funds	Y820	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(e) Subscribed by Insurance Companies	Y830	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(f) Subscribed by Pension Funds	Y840	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(g) Others (Please specify)	Y850	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(xiii) Subordinate Debt	Y860	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(xiv) Perpetual Debt Instrument	Y870	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(xv) Security Finance Transactions (a+b+c+d)	Y880	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
a) Repo (As per residual maturity)	Y890	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
b) Reverse Repo (As per residual maturity)	Y900	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
c) CBLO (As per residual maturity)	Y910	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
d) Others (Please Specify)	Y920	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

7. Current Liabilities & Provisions (a+b+c+d+e+f+g+h)	Y930	1466.81	0.00	184.14	0.00	0.00	80.56	0.00	0.00	0.00	4499.05	6230.56
a) Sundry creditors	Y940	0.00	0.00	184.14	0.00	0.00	0.00	0.00	0.00	0.00	0.00	184.14
b) Expenses payable (Other than Interest)	Y950	1466.81	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	4435.04	5901.85
(c) Advance income received from borrowers pending adjustment	Y960	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(d) Interest payable on deposits and borrowings	Y970	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(e) Provisions for Standard Assets	Y980	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(f) Provisions for Non Performing Assets (NPAs)	Y990	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(g) Provisions for Investment Portfolio (NPI)	Y1000	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(h) Other Provisions (Please Specify)	Y1010	0.00	0.00	0.00	0.00	0.00	80.56	0.00	0.00	0.00	64.01	144.57
8. Statutory Dues	Y1020	2.61	13.51	209.23	0.00	0.00	0.00	0.00	0.00	0.00	0.00	225.35
9. Unclaimed Deposits (if any)	Y1030	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(i) Pending for less than 7 years	Y1040	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(ii) Pending for greater than 7 years	Y1050	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
10. Any Other Unclaimed Amount	Y1060	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
11. Debt Service Realisation Account	Y1070	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
12. Other Outflows	Y1080	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
13. Outflows On Account of Off Balance Sheet (OBS) Exposure (i+ii+iii+iv+v+vi+vii)	Y1090	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(i) Loan commitments pending disbursement	Y1100	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(ii) Lines of credit committed to other institution	Y1110	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(iii) Total Letter of Credits	Y1120	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(iv) Total Guarantees	Y1130	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(v) Bills discounted/rediscounted	Y1140	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(vi) Total Derivative Exposures	Y1150	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(a) Forward Forex Contracts	Y1160	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(b) Futures Contracts	Y1170	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(c) Options Contracts	Y1180	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(d) Forward Rate Agreements	Y1190	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(e) Swaps - Currency	Y1200	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(f) Swaps - Interest Rate	Y1210	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(g) Credit Default Swaps	Y1220	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(h) Other Derivatives	Y1230	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(vi) Others	Y1240	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
A. TOTAL OUTFLOWS (A) (Sum of 1 to 13)	Y1250	3914.44	3742.50	4793.57	16693.45	9482.77	36493.41	51719.73	69476.74	0.00	64074.09	260390.70
A1. Cumulative Outflows	Y1260	3914.44	7656.94	12450.51	29143.96	38626.73	75120.14	126839.87	196316.61	196316.61	260390.70	260390.70
B. INFLOWS												
1. Cash (In 1 to 30/31 day time-bucket)	Y1270	545.35	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	545.35
2. Remittance in Transit	Y1280	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
3. Balances With Banks	Y1290	8934.99	0.00	0.00	0.00	0.00	0.00	0.00	3191.36	0.00	0.57	12126.92

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(b) Entire principal amount due beyond the next five years	Y1550												
(In the over 5 years time-bucket)		0.00	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	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
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	0.00	3443.39	3443.39
9. Other Assets :	Y1580	5.16	0.00	0.00	380.52	182.07	845.90	478.11	131.17	0.00	5423.71	7446.64	
(a) Intangible assets & other non-cash flow items	Y1590	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5089.74	5089.74	
(b) Other Items (e.g. accrued income, other receivables, staff loans, etc.)	Y1600	5.16	0.00	0.00	380.52	182.07	845.90	478.11	131.17	0.00	333.97	2356.90	
(In respective maturity buckets as per the timing of the cash flows)													
(c) Others	Y1610	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
10. Security Finance Transactions (a+b+c+d)	Y1620	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
a) Repo	Y1630	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(As per residual maturity)													
b) Reverse Repo	Y1640	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(As per residual maturity)													
c) CBLO	Y1650	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(As per residual maturity)													
d) Others (Please Specify)	Y1660	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
11. Inflows On Account of Off Balance Sheet (OBS) Exposure (i+ii+iii+iv)	Y1670	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(i) Loan committed by other institution pending disbursement	Y1680	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(ii) Lines of credit committed by other institution	Y1690	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(iii) Bills discounted/rediscounted	Y1700	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(iv) Total Derivative Exposures (a+b+c+d+e+f+g+h)	Y1710	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(a) Forward Forex Contracts	Y1720	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(b) Futures Contracts	Y1730	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(c) Options Contracts	Y1740	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(d) Forward Rate Agreements	Y1750	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(e) Swaps - Currency	Y1760	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(f) Swaps - Interest Rate	Y1770	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(g) Credit Default Swaps	Y1780	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(h) Other Derivatives	Y1790	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(v) Others	Y1800	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
8. TOTAL INFLOWS (B)	Y1810	21599.11	4153.79	0.00	37951.89	10497.26	95720.40	57289.11	12367.79	5161.69	15649.66	260390.70	
(Sum of 1 to 11)													
C. Mismatch (B - A)	Y1820	17684.67	411.29	-4793.57	21258.45	1014.49	59226.99	5569.38	-57108.95	5161.69	-48424.43	0.00	0.00
D. Cumulative Mismatch	Y1830	17684.67	18095.95	13302.38	34560.83	35575.32	94802.32	100371.69	43262.75	48424.43	0.00	0.00	0.00
E. Mismatch as % of Total Outflows	Y1840	4.52	0.11	-1.00	1.27	0.11	1.62	0.11	-0.82	0.00	-0.76	0.00	0.00
F. Cumulative Mismatch as % of Cumulative Total Outflows	Y1850	4.52	2.36	1.07	1.19	0.92	1.26	0.79	0.22	0.25	0.00	0.00	0.00

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

ANNEXURE X: BOARD RESOLUTION

(As specified in the relevant Key Information Document)

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

ANNEXURE XI: SHAREHOLDERS RESOLUTION

(As specified in the relevant Key Information Document)

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

ANNEXURE XII: DUE DILIGENCE CERTIFICATE BY THE DEBENTURE TRUSTEE

(As specified in the relevant Key Information Document)

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

ANNEXURE XIII: DUE DILIGENCE CERTIFICATE BY THE MERCHANT BANKER

(As specified in the relevant Key Information Document)

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

ANNEXURE XIV: STATUTORY AUDITOR PEER REVIEW CERTIFICATE

The Institute of Chartered Accountants of India
(Setup by an Act of Parliament)

Peer Review Board

Peer Review Certificate No.: 014514

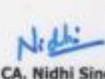
This is to certify that the Peer Review of

M/s G C Reddy & Associates
H. No. 6-13-8, 13/3, Arundalpeta,
Guntur District,
Guntur-522002
FRN No. 010074S

has been carried out for the period
2018-2021

pursuant to the *Statement on Peer Review*, issued by the Council
of The Institute of Chartered Accountants of India.

This Certificate shall be effective from: 18-08-2022
The Certificate shall remain valid till: 31-08-2026
Issued at New Delhi on 22-08-2022

 CA. Chandrashekhar Vasant Chitale Chairman Peer Review Board	 CA. Anuj Goyal Vice-Chairman Peer Review Board	 CA. Nidhi Singh Secretary Peer Review Board
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Note : The Certificate is issued on behalf of the Peer Review Board of ICAI and ICAI or any of its functionaries are not liable for any non-compliance by the Practice Unit. The Certificate can be revoked for the reason stated in the "Statement on Peer Review".