

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

## KEY INFORMATION DOCUMENT



### VEDIKA CREDIT CAPITAL LIMITED ("Issuer" / "Company")

A public company incorporated under the provisions of the Companies Act, 1956 and existing under the provisions of the Companies Act, 2013.

**Corporate Identity Number (CIN):** U67120WB1995PLC069424

**Permanent Account Number:** AAACV8957E

**Date and Place of Incorporation:** 15<sup>th</sup> March, 1995. Kolkata

**CIN:** U67120WB1995PLC069424

**RBI Registration Number:** B-05.00844

**Registered Office:** C/O Mr. Subir Dhara, Village - Choto Khataliya, P.O.- Shiuli Telini Para, Dist. - 24 North Parganas, P.S.- Titagar, West Bengal – 700121

**Head Office:** 404, Shrilok Complex, 4th Floor, H.B. Road, Ranchi-834001, Jharkhand

**Telephone No:** 18001236108, **Website:** [www.teamvedika.com/](http://www.teamvedika.com/), **Email:** [gaurav.cs@teamvedika.com](mailto:gaurav.cs@teamvedika.com)

**Compliance Officer:** Gaurav Kumar Vohra, Contact details of Compliance Officer:  
Tel: 9135001217, Email: [gaurav.cs@teamvedika.com](mailto:gaurav.cs@teamvedika.com)

**Company Secretary:** Gaurav Kumar Vohra, Contact details of Company Secretary:  
Tel: 9135001217, Email: [gaurav.cs@teamvedika.com](mailto:gaurav.cs@teamvedika.com)

**Chief Financial Officer:** Mr. Abhishek Agarwal, Contact details of Chief Financial Officer:  
Tel: 9570395071, Email: [abhishek.agarwal@teamvedika.com](mailto:abhishek.agarwal@teamvedika.com)

**Promoter(s):** Mr. Vikram Jain, Contact details of Promoter(s): Email: [vikram.jain@teamvedika.com](mailto:vikram.jain@teamvedika.com), Tel: +91 9431115133; Mr. Gautam Jain, Contact details of Promoter(s): Email: [gautam.jain@teamvedika.com](mailto:gautam.jain@teamvedika.com), Tel: +91 9431115134

Key Information Document for issue of Debentures on a private placement basis dated:  
December 15, 2025.

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ISSUE OF UP TO 2,000 (TWO THOUSAND) SENIOR, SECURED, RATED, LISTED, REDEEMABLE, TAXABLE, TRANSFERRABLE, NON-CONVERTIBLE DEBENTURES, EACH HAVING A FACE VALUE INR 1,00,000/- (INDIAN RUPEES ONE LAKH ONLY) AGGREGATING UP TO INR 20,00,00,000/- (INDIAN RUPEES TWENTY CRORES ONLY) AND A GREEN SHOE OPTION TO RETAIN OVERSUBSCRIPTION OF UP TO 1,000 (ONE THOUSAND) SENIOR, SECURED, RATED, LISTED, REDEEMABLE, TAXABLE, TRANSFERRABLE, NON-CONVERTIBLE DEBENTURES, EACH HAVING A FACE VALUE INR 1,00,000/- (INDIAN RUPEES ONE LAKH ONLY) AGGREGATING UP TO INR 10,00,00,000/- (INDIAN RUPEES TEN CRORES ONLY) IN TOTAL AGGREGATING UP TO INR 30,00,00,000/- (INDIAN RUPEES THIRTY CRORES ONLY) IN A DEMATERIALIZED FORM, ON A PRIVATE PLACEMENT BASIS, BY THE COMPANY (THE "ISSUE") (HEREINAFTER REFERRED TO AS "DEBENTURES") BY VEDIKA CREDIT CAPITAL LIMITED ("COMPANY") OR ("ISSUER").

This Key Information Document shall be read in conjunction with the General Information Document dated June 11, 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.	<b>Details of debenture trustee for the Issue:</b>	<p><b>Name:</b> Catalyst Trusteeship Limited</p> <p><b>Logo:</b> </p> <p><b>Address:</b> 901, 9<sup>th</sup> Floor, Tower B, Peninsula Business Park, Senapati Bapat Marg, Lower Parel (W), Mumbai- 400013</p> <p><b>Telephone Number:</b> 022 - 49220502</p> <p><b>Website:</b> <a href="https://catalysttrustee.com">www.https://catalysttrustee.com</a></p> <p><b>Email address:</b> ComplianceCTL-Mumbai@ctltrustee.com</p> <p><b>Contact Person:</b> Mr. Umesh Salvi (Managing Director).</p>
2.	<b>Details of credit Rating Agent for the Issue:</b>	<p><b>Name:</b> Infomerics Valuation and Rating Private Limited</p> <p><b>Address:</b> Flat No. 108, First Floor, Golf Apartments, Sujan Singh Park, New Delhi -110003, India</p> <p><b>Logo:</b> </p> <p><b>Infomerics Ratings</b> SEBI REGISTERED / RBI ACCREDITED CREDIT RATING AGENCY</p>

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S. No.	Particulars	Relevant Disclosure
		<p>Telephone Number: +91 8961185988</p> <p>Email address: sghosh@infomerics.com</p> <p>Contact person: Supriyo Ghosh</p>
3.	<b>Date of Key Information Document</b>	December 15, 2025
4.	<b>Type of Key Information Document</b>	This Key Information Document is being issued in relation to the private placement issue of Debentures.
5.	<b>The nature, number, price and amount of securities offered and issue size (base issue or green shoe), as may be applicable</b>	<p><b>Issue Size:</b> Issue of up to 2,000 (Two Thousand) senior, secured, rated, listed, redeemable, taxable, transferrable, non-convertible debentures, each having a face value INR 1,00,000/- (Indian Rupees One Lakh Only) aggregating up to INR 20,00,00,000/- (Indian Rupees Twenty Crores Only) and a green shoe option to retain oversubscription of up to 1,000 (One Thousand) senior, secured, rated, listed, redeemable, taxable, transferrable, non-convertible debentures, each having a face value INR 1,00,000/- (Indian Rupees One Lakh Only) aggregating up to INR 10,00,00,000/- (Indian Rupees Ten Crores Only) in total aggregating up to INR 30,00,00,000/- (Indian Rupees Thirty Crores Only) in a dematerialised form, on a private placement basis.</p> <p><b>Base Issue:</b> Issue of up to 2,000 (Two Thousand) senior, secured, rated, listed, redeemable, taxable, transferrable, non-convertible debentures, each having a face value INR 1,00,000/- (Indian Rupees One Lakh Only) aggregating up to INR 20,00,00,000/- (Indian Rupees Twenty Crores Only) in a dematerialised form, on a private placement basis.</p> <p><b>Green Shoe:</b> Issue of up to 1,000 (One Thousand) senior, secured, rated, listed, redeemable, taxable, transferrable, non-convertible debentures, each having a face value INR 1,00,000/- (Indian Rupees One Lakh Only) aggregating up to INR 10,00,00,000/- (Indian Rupees Ten Crores Only) in a dematerialised form, on a private placement basis.</p>
6.	<b>The aggregate amount proposed to be raised through all the stages of offers of non-convertible securities made through the</b>	Not applicable.

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S. No.	Particulars	Relevant Disclosure
	<b>shelf prospectus (applicable only in case of public issuance);</b>	
7.	<b>Details of Registrar to the Issue:</b>	 <p><b>Logo:</b></p> <p><b>Name:</b> Niche Technologies Private Limited</p> <p><b>Address:</b> 3A, Auckland Place, 7th Floor, Room No. 7A &amp; 7B, Kolkata - 700017, West Bengal, India.</p> <p><b>Telephone Number:</b> 033-22806616, 033-22806617</p> <p><b>Website:</b> <a href="https://nichetechpl.com/">https://nichetechpl.com/</a></p> <p><b>Email address:</b> nichetechpl@nichetechpl.com</p> <p><b>Contact Person:</b> S. Abbas</p>
8.	<b>Legal Counsel</b>	<p><b>Name:</b> Juris Corp, Advocates &amp; Solicitors</p> <p><b>Logo:</b> </p> <p><b>Contact Person:</b> Partner, Securities</p> <p><b>Address:</b> 124 A, Jolly Maker Chamber II, 12<sup>th</sup> Floor, Nariman Point, Mumbai - 400 021, India</p> <p><b>Email:</b> securities@juriscorp.in</p> <p><b>Tel:</b> 022 6720 5555</p> <p><b>Website:</b> <a href="http://www.juriscorp.in">www.juriscorp.in</a></p>
9.	<b>Statutory Auditor</b>	<p><b>Name:</b> M/s S.K. Bhageria &amp; Associates</p> <p><b>Address:</b> 1124, Hubtown Solaris, N.S Phadke Marg, Opp. Telli Gali, Andheri East, Mumbai, Maharashtra - 400069, India.</p> <p><b>Website:</b> Not Applicable</p> <p><b>Email address:</b> info@skbca.in</p> <p><b>Telephone Number:</b> 022-26849400</p> <p><b>Contact Person:</b> S K Bhageria</p> <p><b>Peer review certificate no.:</b> 017571</p>
10.	<b>Merchant Banker</b>	Not Applicable
11.	<b>Issue Schedule</b>	<p>Date of opening of the Issue: December 19, 2025</p> <p>Date of closing of the Issue: December 19, 2025</p> <p>Date of earliest closing of the Issue (if any):</p>

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S. No.	Particulars	Relevant Disclosure
		<p>December 19, 2025</p> <p>Pay-in date: December 22, 2025</p> <p>Deemed Date of Allotment: December 22, 2025</p> <p>Redemption Date: April 22, 2028</p>
12.	<b>Credit Rating of the Issue</b>	<p>The Rating Agent has vide its letter dated June 30, 2025, and rating rationale and its press release dated July 01, 2025, assigned a rating of “Infomerics A-/ Stable Outlook” (pronounced as “Infomerics A Minus with Stable Outlook”) in respect of the Debentures. Please refer to <b>Annexure I</b> 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.</p> <p>Link for the press release: <a href="#">Pr_Vedika_Credit_01july2025_000fa3db99.pdf</a></p>
13.	<b>All the ratings obtained for the private placement of Issue</b>	<p>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.</p>
14.	<b>The name(s) of the stock exchanges where the securities are proposed to be listed, subject to change</b>	<p>The Debentures are proposed to be listed on the wholesale debt market of the National Stock Exchange of India Limited (“<b>NSE</b>” or “<b>Exchange</b>”).</p> <p>Please refer to <b>Annexure VIII (In-Principle approval)</b> of the Key Information Document for the in-principle approval for listing obtained from NSE in relation to the General Information Document as issued by the Issuer.</p> <p>NSE 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.</p>
15.	<b>The details about eligible investors;</b>	<p>Please refer to Section 4.7 (<i>Eligible Investors</i>) of this Key Information Document.</p>
16.	<b>Coupon rate, coupon payment frequency, redemption date, redemption amount and details of debenture trustee</b>	<p>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 2.7 (Issue Details) of this Key Information Document.</p> <p>The details of Debenture Trustee are provided under S. No. 1 of this table above.</p>
17.	<b>Nature and issue size, base issue and green shoe</b>	<p><b>Issue Size:</b> Issue of up to 2,000 (Two Thousand) senior, secured, rated, listed, redeemable, taxable,</p>

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S. No.	Particulars	Relevant Disclosure
	<b>option, if any, shelf or tranche size, each as may be applicable</b>	<p>transferrable, non-convertible debentures, each having a face value INR 1,00,000/- (Indian Rupees One Lakh Only) aggregating up to INR 20,00,00,000/- (Indian Rupees Twenty Crores Only) and a green shoe option to retain oversubscription of up to 1,000 (One Thousand) senior, secured, rated, listed, redeemable, taxable, transferrable, non-convertible debentures, each having a face value INR 1,00,000/- (Indian Rupees One Lakh Only) aggregating up to INR 10,00,00,000/- (Indian Rupees Ten Crores Only) in total aggregating up to INR 30,00,00,000/- (Indian Rupees Thirty Crores Only) in a dematerialised form, on a private placement basis.</p> <p><b>Base Issue:</b> Issue of up to 2,000 (Two Thousand) senior, secured, rated, listed, redeemable, taxable, transferrable, non-convertible debentures, each having a face value INR 1,00,000/- (Indian Rupees One Lakh Only) aggregating up to INR 20,00,00,000/- (Indian Rupees Twenty Crores Only) in a dematerialised form, on a private placement basis.</p> <p><b>Green Shoe:</b> Issue of up to 1,000 (One Thousand) senior, secured, rated, listed, redeemable, taxable, transferrable, non-convertible debentures, each having a face value INR 1,00,000/- (Indian Rupees One Lakh Only) aggregating up to INR 10,00,00,000/- (Indian Rupees Ten Crores Only) in a dematerialised form, on a private placement basis.</p>
18.	<b>Details about underwriting of the issue including the amount undertaken to be underwritten by the underwriters:</b>	Not Applicable.
19.	<b>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.</b>	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.

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S. No.	Particulars	Relevant Disclosure		
		<div>The disclosures required pursuant to the EBP Guidelines are set out hereinbelow:</div> <table><tr><td>Details of size of issue including green shoe option, if any and a range within which green shoe may be retained (if applicable)</td><td><p><b>Issue Size:</b> Issue of up to 2,000 (Two Thousand) senior, secured, rated, listed, redeemable, taxable, transferrable, non-convertible debentures, each having a face value INR 1,00,000/- (Indian Rupees One Lakh Only) aggregating up to INR 20,00,00,000/- (Indian Rupees Twenty Crores Only) and a green shoe option to retain oversubscription of up to 1,000 (One Thousand) senior, secured, rated, listed, redeemable, taxable, transferrable, non-convertible debentures, each having a face value INR 1,00,000/- (Indian Rupees One Lakh Only) aggregating up to INR 10,00,00,000/- (Indian Rupees Ten Crores Only) in total aggregating up to INR 30,00,00,000/- (Indian Rupees Thirty Crores Only) in a dematerialised form, on a private placement basis.</p><p><b>Base Issue:</b> Issue of up to 2,000 (Two Thousand) senior, secured, rated, listed, redeemable, taxable, transferrable, non-convertible debentures, each having a face value INR 1,00,000/- (Indian Rupees One Lakh Only) aggregating up to INR 20,00,00,000/- (Indian Rupees Twenty</p></td></tr></table>	Details of size of issue including green shoe option, if any and a range within which green shoe may be retained (if applicable)	<p><b>Issue Size:</b> Issue of up to 2,000 (Two Thousand) senior, secured, rated, listed, redeemable, taxable, transferrable, non-convertible debentures, each having a face value INR 1,00,000/- (Indian Rupees One Lakh Only) aggregating up to INR 20,00,00,000/- (Indian Rupees Twenty Crores Only) and a green shoe option to retain oversubscription of up to 1,000 (One Thousand) senior, secured, rated, listed, redeemable, taxable, transferrable, non-convertible debentures, each having a face value INR 1,00,000/- (Indian Rupees One Lakh Only) aggregating up to INR 10,00,00,000/- (Indian Rupees Ten Crores Only) in total aggregating up to INR 30,00,00,000/- (Indian Rupees Thirty Crores Only) in a dematerialised form, on a private placement basis.</p> <p><b>Base Issue:</b> Issue of up to 2,000 (Two Thousand) senior, secured, rated, listed, redeemable, taxable, transferrable, non-convertible debentures, each having a face value INR 1,00,000/- (Indian Rupees One Lakh Only) aggregating up to INR 20,00,00,000/- (Indian Rupees Twenty</p>
Details of size of issue including green shoe option, if any and a range within which green shoe may be retained (if applicable)	<p><b>Issue Size:</b> Issue of up to 2,000 (Two Thousand) senior, secured, rated, listed, redeemable, taxable, transferrable, non-convertible debentures, each having a face value INR 1,00,000/- (Indian Rupees One Lakh Only) aggregating up to INR 20,00,00,000/- (Indian Rupees Twenty Crores Only) and a green shoe option to retain oversubscription of up to 1,000 (One Thousand) senior, secured, rated, listed, redeemable, taxable, transferrable, non-convertible debentures, each having a face value INR 1,00,000/- (Indian Rupees One Lakh Only) aggregating up to INR 10,00,00,000/- (Indian Rupees Ten Crores Only) in total aggregating up to INR 30,00,00,000/- (Indian Rupees Thirty Crores Only) in a dematerialised form, on a private placement basis.</p> <p><b>Base Issue:</b> Issue of up to 2,000 (Two Thousand) senior, secured, rated, listed, redeemable, taxable, transferrable, non-convertible debentures, each having a face value INR 1,00,000/- (Indian Rupees One Lakh Only) aggregating up to INR 20,00,00,000/- (Indian Rupees Twenty</p>			

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			<p>Crores Only) in a dematerialised form, on a private placement basis.</p> <p><b>Green Shoe:</b> Issue of up to 1,000 (One Thousand) senior, secured, rated, listed, redeemable, taxable, transferrable, non-convertible debentures, each having a face value INR 1,00,000/- (Indian Rupees One Lakh Only) aggregating up to INR 10,00,00,000/- (Indian Rupees Ten Crores Only) in a dematerialised form, on a private placement basis.</p>
		Bid opening and closing date	<p>Bid opening date: December 19, 2025; and</p> <p>Bid closing date: December 19, 2025</p>
		Minimum Bid Lot	100 (One Hundred) Debentures (aggregating to INR 1,00,00,000/- (Indian Rupees One Crore), and 1 (One) Debenture thereafter.
		Manner of bidding in the Issue	Closed Bidding
		Manner of allotment in the Issue	The allotment will be done on Uniform Allotment basis in accordance with EBP Guidelines.
		Manner of settlement in the Issue	Pay-in of funds through clearing corporation of NSE Limited and the account details are given in the Section 4.2 (Process flow of settlement) 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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S. No.	Particulars	Relevant Disclosure
20.	<b>Specific declaration requested by NSE: non-equity regulatory capital</b>	This issue of Debentures does not form part of non-equity regulatory capital mentioned under Chapter V of the SEBI NCS Regulations.  The face value of each Debenture is INR 1,00,000/- (Indian Rupees One Lakh Only).

Background
<p>This Key Information Document (as defined below) is related to the issue of up to 2,000 (Two Thousand) senior, secured, rated, listed, redeemable, taxable, transferrable, non-convertible debentures, each having a face value INR 1,00,000/- (Indian Rupees One Lakh Only) aggregating up to INR 20,00,00,000/- (Indian Rupees Twenty Crores Only) and a green shoe option to retain oversubscription of up to 1,000 (One Thousand) senior, secured, rated, listed, redeemable, taxable, transferrable, non-convertible debentures, each having a face value INR 1,00,000/- (Indian Rupees One Lakh Only) aggregating up to INR 10,00,00,000/- (Indian Rupees Ten Crores Only) in total aggregating up to INR 30,00,00,000/- (Indian Rupees Thirty Crores Only) in a dematerialised form, on a private placement basis, to be issued by <b>Vedika Credit Capital Limited</b> (the “<b>Issuer</b>” or “<b>Company</b>”) in a dematerialised form, on a private placement basis 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 dated April 21, 2025, to increase overall borrowing limit under Section 180(1)(c) of the Companies Act, 2013, and a special resolution of the shareholders of the Issuer under Section 180(1)(a) of the Companies Act, 2013 dated April 21, 2025, read along with the resolution passed by the Board of Directors of the Issuer on April 17, 2025 and November 13, 2025, authorising the issuance of debentures and Memorandum and Articles of Association of the Company. The Company has been authorized to raise funds, by way of issuance of non-convertible debentures, upon such terms and conditions as the Board may think fit for aggregate amounts not exceeding INR 400,00,00,000/- (Indian Rupees Four Hundred Crores Only). The present issue of Debentures in terms of this Key Information Document is within the limits as prescribed in such relevant resolution.</p> <p><b>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.</b></p> <p><b>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 AUGUST 09, 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</b></p>

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**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 JUNE 11, 2025.**

Particulars	Date
Issue Opening Date	December 19, 2025
Issue Closing Date	December 19, 2025
Pay In Date	December 22, 2025
Deemed Date of Allotment	December 22, 2025

Listing
<p>The Debentures are proposed to be listed on the wholesale debt market of the NSE. The Issuer has obtained an in-principle approval in relation to the General Information Document from the Stock Exchange on June 12, 2025.</p> <p>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.</p>

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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	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.
Applicable Law	means all applicable statutes, enactments or acts of any legislative body in India, laws, ordinances, rules, bye-laws, regulations, notifications, guidelines, policies, directions, directives and orders of any Governmental Authority and any modifications or re-enactments thereof.
Assets	means, for any date of determination, the assets of the Issuer on such date as the same would be determined in accordance with Applicable Accounting Standards.
Board	shall mean the board of directors of the Issuer for the time being and from time to time.
Business Day	means any day (other than a public holiday under Section 25 of the Negotiable Instruments Act, 1881 or a Sunday) on which the commercial banks are open for general business in Mumbai, India.  Additionally, the day on which payment of interest / redemption with respect to debt securities falls due, it has been decided that interest / redemption payments shall be made only on the days when the money market is functioning in Mumbai, India.  “ <b>Business Days</b> ” shall be construed accordingly.
Chartered Accountant	shall mean a chartered accountant qualified as per the standards of Institute of Chartered Accountants of India.
Conditions Precedent	means the conditions precedent set out under the heading in Section 2.7 (Issue Details) of this Key Information Document.
Conditions Subsequent	Means the conditions subsequent set out in Section 2.7 (Issue Details) of this Key Information Document.
Constitutional Documents	shall mean the memorandum of association and articles of association of a company.
Control	shall mean, in respect of any entity, (i) the right to appoint majority of the directors of the board of directors of such entity; or (ii) the right 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.

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	Notwithstanding aforesaid, 'Control' shall be construed in accordance with the Act, rules, regulations, accounting standards or guidelines, as may be applicable on the Issuer, from time to time.
Coupon Rate	means the coupon payable by the Issuer on the Redemption Amount of the Debentures i.e. 11.50% p.a.p.m (Eleven point five zero percent per annum) and payable monthly.
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	<p>shall mean Catalyst Trusteeship Limited, a company incorporated under the provisions of Companies Act, 1956 and validly existing under the provisions of Companies Act, 2013 with corporate identification number - U74999PN1997PLC110262 and having its registered office at GDA House, First Floor, Plot No. 85, Bhusari Colony (Right), Kothrud, Paud Road, Pune, Maharashtra - 411038, India and acting through its Corporate office at unit 901,9th Floor, Tower – B, Peninsula Business Park, Senapati Bapat Marg, Lower Parel (W), Mumbai - 400013, India, or such other debenture trustee appointed for respective Tranche/ Issuance of the Debentures as more particularly mentioned in the respective Debenture Trustee Agreement.</p> <p>A copy of the Debenture Trustee Agreement has been annexed hereto in <b>Annexure II</b> of this Key Information Document.</p> <p>Further, a copy of the due diligence certificate is set out in <b>Annexure VII</b> of this Key Information Document hereto.</p>
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 on or around the date of this Key Information Document.
Debentures	shall mean issue of up to 2,000 (Two Thousand) senior, secured, rated, listed, redeemable, taxable, transferrable, non-convertible debentures, each having a face value INR 1,00,000/- (Indian Rupees One Lakh Only) aggregating up to INR 20,00,00,000/- (Indian Rupees Twenty Crores Only) and a green shoe option to retain oversubscription of up to 1,000 (One Thousand) senior, secured, rated, listed, redeemable, taxable, transferrable, non-convertible debentures, each having a face value INR 1,00,000/- (Indian Rupees One Lakh Only) aggregating up to INR 10,00,00,000/- (Indian Rupees Ten Crores Only) in total aggregating up to INR 30,00,00,000/- (Indian Rupees Thirty Crores Only) in a dematerialised form, on a private placement basis.

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Debenture Delisting Event	<p>shall mean any corporate action, proceedings or other procedure or step being taken in relation to, or the occurrence of the following events:</p> <p>(a) the Debentures have ceased or (as at a stipulated date) will cease to be listed, traded or publicly quoted on the Stock Exchange for any reason other than any general suspension of trading on the Stock Exchange where the Debentures are listed; or</p> <p>(b) the trading in any Debenture has been suspended for any reason on the Exchange for a consecutive period of 3 (three) trading days for any reason other than any general suspension of trading on the Stock Exchange where the Debentures are listed.</p>
Debenture Holder(s) or Beneficial Owner(s)	<p>means the Persons who are, for the time being, and from time to time, and who will become the owners of the Debentures 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 “<b>Beneficial Owner</b>” means each such Person and includes their respective successors/ transferees and assigns.</p>
Deed of Hypothecation	<p>shall mean the deed of hypothecation dated on or around the date of the Debenture Trust Deed to create a first ranking, exclusive charge over the Hypothecated Assets, to be executed between the Issuer and the Debenture Trustee to secure the Secured Obligations in relation to the Debentures.</p>
Deemed Date of Allotment	<p>shall mean the date on which the Debentures shall have been deemed to be allotted to the Debenture Holders – December 22, 2025.</p>
Demand Promissory Note	<p>means a demand promissory note executed or to be executed by the Issuer in favor of the Debenture Trustee</p>
Depository	<p>means the depository with whom the Issuer has made arrangements for dematerializing the Debentures namely, NSDL and CDSL.</p> <p>“<b>Depositories</b>” shall be construed accordingly.</p>
Designated Agent	<p>shall mean Grip Invest Technologies Private Limited, a private company incorporated and validly existing under the provisions of the Companies Act 2013 with corporate identification number - U72900HR2020PTC086845 having its registered office at TSF 16A-F, 2nd Floor, Ocus Technopolis, Golf Course Road, Sector 54, DLF Qe, Gurgaon, Haryana - 122002, India, and / or such of its affiliates as identified by it.</p>
Eligible Investors	<p>has the meaning given to it under Section 4.7 of the Key Information Document.</p>

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Events of Default	means the events of default set out in Section 2.7 (Issue Details) of this Key Information Document, and “Event of Default” shall be construed accordingly.
Final Redemption Date	April 22, 2028
Financial Indebtedness	<p>shall mean in relation to any Person any indebtedness of such Person for or in respect of:</p> <ul style="list-style-type: none"> <li>(a) moneys borrowed;</li> <li>(b) any amount raised by acceptance under any acceptance credit facility or dematerialised equivalent;</li> <li>(c) any amount raised by acceptance of vendor bill discounting facility, receivables bill discounting or dematerialised equivalent;</li> <li>(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;</li> <li>(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;</li> <li>(f) receivables sold or discounted (other than any receivables to the extent they are sold on a non-recourse basis);</li> <li>(g) any amount raised under any other transaction (including but not limited any securitisation transaction, 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;</li> <li>(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;</li> <li>(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;</li> <li>(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;</li> <li>(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</li> </ul>

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	(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 or industrial action of any kind, riots, insurrection, war, acts of government.
General Information Document	means the General Information Document issued by the Issuer dated June 11, 2025, for the purpose of issue of the non-convertible securities on a private placement basis in accordance with Applicable Laws.
Half Year	shall mean the period commencing on April 01, and ending on September 30, or the period commencing on October 01, and ending on March 31, each year, as may be relevant.
Infomerics	shall mean Infomerics Valuation and Rating Limited, a company incorporated and validly existing under the provisions of the Companies Act 2013 with corporate identification number - U32202DL1986PLC024575, having its registered office at Flat no.104/108, First Floor, Golf Apartments, Sujan Singh Park, New Delhi -110003, India.
Hypothecated Assets	has the meaning given to it in the Section 2.7 (Issue Details) of the Key Information Document.
Interest Payment Dates	means the payment dates as specified in <b>Annexure IV</b> of this Key Information Document.
Insolvency and Bankruptcy Code / Code / IBC	Shall mean the Insolvency and Bankruptcy Code, 2016.
Issue	means the private placement of the Debentures.
Issue Closing Date	December 19, 2025
Issue Opening Date	December 19, 2025
Key Information Document	This Key Information Document dated December 15, 2025.
Letter of Continuity	means a letter of continuity executed or to be executed by the Issuer in favor of the Debenture Trustee.
Loan Agreements	means, collectively, all agreements (as amended, modified and supplemented from time to time) entered into between the Company and the Obligors setting out the terms and conditions on which the Company has agreed to provide the Loans.
Loan	means any assistance by way of a rupee loan, lent and advanced by the Company to any Obligor pursuant to a Loan Agreement and "Loans" shall mean the aggregate of all such loans lent and advanced by the Company to the Obligors.

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Majority Debenture Holders	shall mean, such number of Debenture Holders collectively holding more than 50% (fifty percent) of the value of the Outstanding Principal Amounts.
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.
Material Adverse Effect	means any event, circumstance, occurrence, change or condition that, in the reasonable opinion of the Majority Debenture Holders, has or is reasonably likely to have a material adverse effect on: <ul style="list-style-type: none"> <li>(a) the business, operations, assets, liabilities (actual or contingent), financial condition, or prospects of the Issuer; or</li> <li>(b) on the rights or remedies of the Debenture Trustee acting for the benefit of the Debenture Holders hereunder or under any other Transaction Document; or</li> <li>(c) on the ability of the Issuer to perform their obligations under the Transaction Documents; or</li> <li>(d) the ability of the Issuer to disburse new loans, appoint third-party or internal collection agents, or otherwise carry out any material business activities, as restricted, suspended, or modified by direction from the Reserve Bank of India (RBI) or any regulatory authority; or</li> <li>(e) on the legality, validity or enforceability of any of the Transaction Documents.</li> </ul>
NBFC Master Directions	shall mean the Reserve Bank of India (Non-Banking Financial Company - Scale Based Regulation) Directions, 2023 (as amended, modified or restated from time to time).
Net Worth	has the meaning given to it in the Act.
NSDL	Shall mean the National Securities Depository Limited.
NSE	shall mean the National Stock Exchange of India Limited.
Obligor	means a Person who has availed of a Loan from the Company under the terms and conditions set out in the relevant Loan Documents entered into between such person and the Company and includes any person who is liable to pay the amounts due under such Loan Agreement to the Company.
Outstanding Amounts	shall mean the Outstanding Principal Amount, Coupon, Default Interest, if any, additional interest, liquidated damages (if any) payable in relation to the Debentures, costs, indemnities, charges, expenses, fees (including the remuneration of the Debenture Trustee, Rating Agent and the Receiver, attorneys etc. and), all taxes, levies, cess including stamp duty and any/all other reasonable amounts, costs, charges due and payable by the Issuer under the Transaction Documents.

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Outstanding Principal Amount	means, at any date, the principal amount outstanding under the Debentures.
Payment Default	means any event, act or condition which, with notice or lapse of time, or both, would constitute an Event of Default under paragraph (i) under the section named “Events of Default” under Section 2.7 (Issue Details) of this Key Information Document.
Person	means an individual, natural person, corporation, partnership, joint venture, incorporated or unincorporated body or association, company, government or subdivision thereof.
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 and Promoter Group	shall mean Mr. Gautam Jain, son of Mr. Ummed Mal Jain, an Indian inhabitant, having permanent account number ACDPJ9769N, aged about 55 years, and residing at Poddar Bagan, Opp. Shakti Petrol Pump, Harmu Road, Ranchi - 834001, Jharkhand and Mr. Vikram Jain, son of Mr. Ummed Mal Jain, an Indian inhabitant, having permanent account number ACEPJ0800F, aged about 52 years, and residing at Poddar Bagan, Opp. Shakti Petrol Pump, Harmu Road, Ranchi - 834001, Jharkhand and their associated entities
Purpose	<p>The proceeds of the issuance of Debentures will be utilized for onward lending purpose.</p> <p>Provided that no part of the proceeds shall be utilized directly/ indirectly towards the following:</p> <ul style="list-style-type: none"> <li>(a) any capital market instrument such as equity and equity linked instruments or any other capital market related activities (whether directly or indirectly);</li> <li>(b) any speculative business or activity;</li> <li>(c) for refinancing existing loans;</li> <li>(d) investment in the real estate sector/real estate business (including the acquisition/ purchase of land);</li> <li>(e) any purpose, that is not eligible for the providing of financing by banks to non-banking financial companies for bank finance to non-banking financial companies, or, which results in a breach of the RBI's master circular no. DOR.CRE.REC.No.05/21.04.172/2025-26 dated April 01, 2025 on "Bank Finance to Non-Banking Financial Companies (NBFCs)"; and</li> <li>(f) in contravention of Applicable Law (including without limitation, any guidelines, rules or regulations of the RBI and SEBI).</li> </ul>
Rating	“Infomerics A- / Stable Outlook” assigned by the Rating Agent.

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Rating Agent	shall mean Infomercials or such other rating agency as acceptable to the Debenture Trustee/Debenture Holders.
Record Date	means the date falling 15 (Fifteen) calendar days prior to the Coupon Payment Date or the Redemption Date.
Redemption Amount	means the entire outstanding principal amount payable by the Issuer in respect of the Debentures.
Redemption Date	means each of the Final Redemption Date and the dates on which a Redemption Payment is required to be made as more particularly set out in <b>Annexure IV</b> this Key Information Document.
Redemption Payment	means the payment of the Outstanding Principal Amounts of the Debentures on the Redemption Dates (including the Final Redemption Date) or any other date in accordance with the Debenture Trust Deed.
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 Niche Technologies Private Limited, a company incorporated and validly existing under the Companies Act, 2013 with corporate identification number U74140WB1994PTC062636, having its registered office at 3A, Auckland Place 7th Floor, Room No. 7A & 7B, Kolkata, Kolkata, West Bengal, India, 700017.
SEBI	means the Securities and Exchange Board of India.
SEBI Debenture Trustees Master Circular	means a master circular issued by SEBI, bearing reference number SEBI/HO/DDHS-PoD-1/P/CIR/2025/117 dated August 13, 2025, titled "Master Circular for Debenture Trustees" as amended from time to time.
SEBI NCS Regulations	means the Securities and Exchange Board of India (Issue and Listing of Non-Convertible Securities) Regulations, 2021, as may be amended from time to time.
SEBI NCS 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 "Master Circular for issue and listing of Non-convertible Securities, Securitised Debt Instruments, Security Receipts, Municipal Debt Securities and Commercial Paper" as amended from time to time.
Secured Obligations	shall mean the aggregate of the Outstanding Amounts and the Redemption Amounts.
Security Cover	has the meaning given to it in the Section 2.7 (Issue Details) of the Key Information Document.
Special Resolution	means such resolution approved by the Super Majority Debenture Holders who are present and voting or if a poll is demanded, by the Super Majority Debenture Holders who are present and voting in such poll.

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Stock Exchange	shall mean NSE.
Super Majority Debenture Holders	shall mean, such number of Debenture Holders collectively holding more than 75% (seventy five percent) of the value of the Outstanding Principal Amounts.
Tangible Net Worth	shall mean, with respect to any person, the amount paid up on such person's issued equity share capital compulsorily convertible instruments and any amount standing up to the credit of its reserves, less equity and equity like investments, goodwill, deferred tax assets, and other intangible assets.
Tax Deduction	means a deduction or withholding for or on account of Tax from a payment under the Debenture Trust Deed.
Transaction Documents	The documents executed or to be executed in relation to the issuance of the Debentures as more particularly set out in Section 2.7 (Issue Details) of this Key Information Document.
Transaction Security	has the meaning given to it in the Section 2.7 (Issue Details) of this Key Information Document.
WDM	Wholesale Debt Market segment of the NSE.

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## SECTION 2: 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.

### 2.1 Expenses of the issue:

Particulars of expenses	Amount (in INR)	Percentage of total expenses	Percentage of total issue size*
Lead Manager Fees	0	0.00%	0.00%
Underwriting Commission	0	0.00%	0.00%
Brokerage, selling commission and upload fees	0	0.00%	0.00%
Fees payable to the registrar to the issue	5000	0.89%	0.00%
Fees payable to the legal advisors	350000	62.50%	0.12%
Advertising and marketing expenses	0	0.00%	0.00%
Fees payable to the regulators including stock exchange	115000	20.54%	0.04%
Expenses incurred on printing and distribution of issue stationary	0	0.00%	0.00%
Fees payable to Debenture Trustee	90000	16.07%	0.03%
Any other fees, commission, or payments under whatsoever nomenclature	0	0.00%	0.00%

\*The final expenses incurred shall be subject to change.

### 2.2 The name(s) of the debentures trustee(s) shall be mentioned with statement to the effect that debenture trustee(s) has given its consent for appointment along with copy of the consent letter from the debenture trustee.

The Debenture Trustee for the proposed issue of Debentures shall be Catalyst Trusteeship 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. A copy of the Debenture Trustee Agreement has been set out in **Annexure II** of this Key Information Document.

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- 2.3 Details of credit rating along with reference to the rating letter issued (not older than one year 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.**

The Rating Agent has assigned a rating of “**Infomerics A- / Stable Outlook**” 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 credit rating issued by the Rating Agent is valid and shall continue to be valid as on the date of issuance and the date of listing of the Debentures.

- 2.4 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

- 2.5 Details of specific entities in relation to the current Issue of Non-Convertible Debentures:**

S. No.	Particulars	Details
1.	Legal Counsel (if any)	Name: Juris Corp, Advocates & Solicitors Logo:  Contact Person: Partner, Securities Address: 124 A, Jolly Maker Chamber II, 12 <sup>th</sup> Floor, Nariman Point, Mumbai - 400 021, India Email: securities@juriscorp.in Tel: 022 6720 5555 Website: www.juriscorp.in
2.	Guarantor (if applicable)	Not Applicable
3.	Arrangers, if any	Not Applicable

- 2.6 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:***

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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 NCS Master Circular, as may be amended and modified from time to time.

- (b) **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.

**2.7 Issue Details applicable for this issuance of the Debentures under this Key Information Document.\*\***

**\*\* (i) The provisions contained in this Key Information Document shall be read together with the provisions contained in any of the other Transaction Documents and any other agreement entered into among the Company, the Debenture Holders, and / or the Debenture Trustee.**

**(ii) In case of any inconsistencies or conflict of interest between the Key Information Document and the Transaction Documents, the terms set out in the Debenture Trust Deed and the other Transaction Documents shall prevail.**

- (a) The Issuer shall submit all duly completed documents to the NSE, 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 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, the Issuer will be payable to the Debenture Holders, penal interest of 1% (one percent) per annum over the Coupon Rate, from the date of allotment of the Debentures until the listing of the Debentures is completed.
- (d) In the event the Debentures are not listed on the Stock Exchange within the stipulated herein above, the Issuer shall, if permitted by Applicable Law, remit the subscription monies back to the account of the Applicant / initial Debenture Holder along with the penal interest referred under Clause 2.7 (c) above (without any cure period).

Security Name (Name of the non-convertible securities which includes Coupon / dividend, Issuer Name and maturity year)	11.50% Vedika April 2028
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Issuer	Vedika Credit Capital Limited
Type of Instrument	Senior, Secured, Rated, Listed, Redeemable, Taxable, Transferrable, Non-Convertible Debentures
Nature of Instrument (Secured or Unsecured)	Senior, Secured, Rated, Listed, Redeemable, Taxable, Transferrable, Non-Convertible Debentures
Issue Schedule	Date of opening the Issue: December 19, 2025 Date of closing of the Issue: December 19, 2025 Pay-in date: December 22, 2025 Deemed Date of Allotment: December 22, 2025
Seniority (Senior or subordinated)	Senior
Eligible Investors	Please refer to Section 4.7 ( <i>Eligible Investors</i> ) of this Key Information Document.
Listing (name of stock Exchange(s) where it will be listed and timeline for listing)	NSE
Rating of Instrument	<b>“Infomerics A- / Stable Outlook”</b> issued by the Rating Agent
Issue Size	Issue of up to 2,000 (Two Thousand) senior, secured, rated, listed, redeemable, taxable, transferrable, non-convertible debentures, each having a face value INR 1,00,000/- (Indian Rupees One Lakh Only) aggregating up to INR 20,00,00,000/- (Indian Rupees Twenty Crores Only) and a green shoe option to retain oversubscription of up to 1,000 (One Thousand) senior, secured, rated, listed, redeemable, taxable, transferrable, non-convertible debentures, each having a face value INR 1,00,000/- (Indian Rupees One Lakh Only) aggregating up to INR 10,00,00,000/- (Indian Rupees Ten Crores Only) in total aggregating up to INR 30,00,00,000/- (Indian Rupees Thirty Crores Only).
Minimum Subscription	Minimum of 100 (One Hundred) Debentures (aggregating to INR 1,00,00,000/- (Indian Rupees One Crore), and 1 (One) Debenture thereafter.
Option to retain oversubscription	Issue of up to 1,000 (One Thousand) senior,

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(Amount)	secured, rated, listed, redeemable, taxable, transferrable, non-convertible debentures, each having a face value INR 1,00,000/- (Indian Rupees One Lakh Only) aggregating up to INR 10,00,00,000/- (Indian Rupees Ten Crores Only).
Objects of the Issue / Purpose for which there is requirement of funds	<p>The proceeds of the issuance of Debentures will be utilized for onward lending purpose.</p> <p>Provided that no part of the proceeds shall be utilized directly / indirectly towards the following:</p> <ul style="list-style-type: none"> <li>(a) any capital market instrument such as equity and equity linked instruments or any other capital market related activities (whether directly or indirectly);</li> <li>(b) any speculative business or activity;</li> <li>(c) for refinancing existing loans;</li> <li>(d) investment in the real estate sector/real estate business (including the acquisition/ purchase of land);</li> <li>(e) any purpose, that is not eligible for the providing of financing by banks to non-banking financial companies for bank finance to non-banking financial companies, or, which results in a breach of the RBI's master circular no. DOR.CRE. REC. No.05/21.04.172/2025-26 dated April 01, 2025 on "Bank Finance to Non-Banking Financial Companies (NBFCs)"; and</li> <li>(f) in contravention of Applicable Law (including without limitation, any guidelines, rules or regulations of the RBI and SEBI).</li> </ul>
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:	<p>Not Applicable.</p> <p>The proceeds raised from the Issue will be used solely for the Purpose (Defined in Section 1)</p>
Details of the utilization of the Issue Proceeds	100% (One Hundred Percent) of the issue proceeds utilized for the onward lending purposes of the Issuer.
Coupon Rate	11.50% p.a.p.m (Eleven point five zero percent

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	per annum) and payable monthly.
Step Up Coupon Rate	<p>(i) In the event, credit rating of the Debentures is downgraded from the current rating of “Infomerics A- / Outlook: Stable” (“<b>Rating</b>”) and/or the credit rating of the Issuer is downgraded from the current rating of “Infomerics A-” (“<b>Issuer Rating</b>”) at any point of time during the tenor of the Debentures, the Coupon Rate shall increase by 0.50% (zero point five zero percent) for each notch downgrade from the Rating and/or Issuer Rating (“<b>Step Up Rate</b>”). Such increased rate of interest shall be applicable from the date of such downgrade (“<b>Step Up</b>”).</p> <p>(ii) Following the Step Up until the rating of the Debentures and/or Issuer is restored to the Rating and / or the Issuer Rating (as the case may be), if the rating of the Debentures and / or the Issuer is upgraded, the prevailing Step Up Rate shall be decreased by 0.50% (zero point five zero percent) for each upgrade of 1 (one) notch from the rating of the Debentures and / or the Issuer (until the rating of the Debentures and/or the Issuer is restored to the Rating and/or the Issuer Rating (as the case may be)) and such decreased rate of interest shall be applicable from the date of such upgrade. PROVIDED THAT the decreased rate of interest in accordance with this provision cannot, in any case, be lower than the Coupon Rate.</p> <p>(iii) It is clarified that, if following the Step Up, the Rating and/or the Issuer Rating is restored, then the interest shall be payable at the Coupon Rate, from the date that the Rating and/or the Issuer Rating is restored.</p> <p>(iv) Where the Issuer has obtained a rating in relation to the Debentures and / or the Issuer from more than one rating agency, the lowest rating issued by the rating agencies (including but not</p>

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	limited to Infomerics) in relation to the Debentures shall be considered for the purpose of the Step Up Rate.
Recall Option	<p>In addition to the Step Up provision and subject to Applicable Law, the Debenture Holders shall also have a right of call for early redemption at par ("<b>Recall Option</b>") in case the rating of the Debentures falls by more than 1 (one) notch from the Rating.</p> <p>The Recall Option shall be exercised at par, with a prior notice of 15 (fifteen) calendar days to the Issuer. It is further clarified that if the Debenture Holders avail the Recall Option, it shall not attract any prepayment penalty.</p>
Coupon Payment Frequency	Monthly and on Redemption Date
Coupon Payment Dates	As per the dates set out in <b>Annexure IV</b> of this Key Information Document.
Coupon Type (Fixed, floating or other structure)	Fixed
Coupon Reset Process (including rates, spread, effective date, interest rate cap and floor etc.)	Not applicable, given it's a fixed rate instrument
Day Count Basis (Actual / Actual)	<p>Actual / Actual.</p> <p>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.</p> <p>In case of a leap year, if 29<sup>th</sup> 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.</p>
Interest on Application Monies	<p>(a) Interest at the Coupon rate plus an additional interest of 1% (one percent) above 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</p>

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	<p>date of realization of Application Monies in Issuer's bank account as specified hereto ("<b>Pay-In Date</b>"), up to 1 (one) day prior to the Deemed Date of Allotment for all valid applications within such timelines as agreed by the Parties;</p> <p>(b) 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; and</p> <p>(c) Where the entire subscription amount has been refunded, the interest on Application Monies 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.</p>
Default Interest Rate	<p>(a) The Issuer agrees to pay additional interest at 5% (five percent) per annum over the applicable Coupon Rate in respect of the Debentures on the Outstanding Principal Amounts for the period of default from the date of the occurrence of a Payment Default until such Payment Default is cured or the Secured Obligations are repaid. For avoidance of doubt, no cure period will be applicable for such a payment default. However, if there is a payment delay on account of a technical reason such as incorrect beneficiary details or similar administrative issues and such delay is corrected within 3 (three) Business Days with all scheduled payouts to Debenture Holders made in full, such a payment delay shall not be construed as a payment default and shall not attract 5% (five percent) penalty.</p> <p>(b) The Issuer agrees to pay additional interest at 2% (two percent) per annum over the applicable Coupon Rate in respect of the Debentures on the Outstanding Principal Amounts for the period of default from the date of the occurrence of any breach of any covenants, including but not limited to</p>

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	<p>the financial covenants applicable to the Issuer or any other Event of Default.</p> <p>(c) If the Transaction Security is not created and/or perfected within the time period prescribed under the Transaction Documents and in accordance with the terms of the Transaction Documents or the Issuer fails to provide additional security in accordance with the Transaction Documents, the Issuer will pay additional interest at the rate of 2% (two percent) per annum above the applicable Coupon Rate on the Outstanding Principal Amounts until the creation and perfection of the Transaction Security to the satisfaction of the Debenture Trustee. Such amounts shall be determined separately with reference to the abovementioned incremental rate and paid in addition to the Coupon on the relevant due date.</p> <p>(d) In case of any delay in the execution of any Transaction Documents (including the Debenture Trust Deed, or the Deed of Hypothecation), the Issuer will pay to the Debenture Holders additional interest at the rate of 2% (two percent) per annum on the Outstanding Amounts in addition to the Coupon Rate until the relevant Transaction Document is duly executed or the security is duly created and perfected in terms thereof or the Secured Obligations are discharged (whichever is earlier).</p> <p>(e) Unless specifically provided otherwise, any additional/default interest payable by the Issuer in accordance with any provision of the Debenture Trust Deed or any other Transaction Document shall be in addition to and independent of any additional/default interest payable by the Issuer in accordance with any other provision of the Debenture Trust Deed or any other Transaction Document.</p>
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Tenor	Up to 28 (Twenty-Eight) months from the Deemed Date of Allotment – April 22, 2028.  The Tenor cannot be extended beyond the above-mentioned period without the consent of the Debenture Holders
Redemption Date / Maturity Date	April 22, 2028.  The Debentures shall be redeemed as set out in <b>Annexure IV</b> on the Final Redemption Date.
Redemption Premium / Discount	Not Applicable
Redemption Amount	At par
Early Redemption	Subject to Applicable Law and at the occurrence of an Early Redemption Event, the Issuer may redeem the outstanding Debentures in full by paying the Redemption Amount, together with accrued Coupon, and all other Outstanding Amounts accrued thereto on the Early Redemption Date without having to pay any additional coupon or penal interest.
Early Redemption Date	Subject to Applicable Law and at the occurrence of an Early Redemption Event, the date on which the Debentures shall be redeemed by the Issuer in full by payment of the Redemption Amount together with accrued Coupon Rate and all other Outstanding Amounts accrued thereto, on the expiry of 30 (thirty) Business Days of having received an Early Redemption Notice.  It is clarified that no part prepayment will be allowed (and the entire outstanding amount of the Debentures will have to be prepaid in such case).  It is clarified that no put / call options are available with the Issuer for early redemption
Early Redemption Event	means the occurrence of any of the following event: (i) the rating of the Debentures is downgraded to 'BBB+' or below, by any rating agency; or (ii) any Force Majeure Event; or if such early redemption becomes necessary due to a change in applicable law resulting in any of the Transaction Documents or the

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	<p>transaction structure contemplated hereunder becoming unlawful, void, or unenforceable;</p> <p>(iii) subject to Applicable Law, failure to perfect the security created over the Hypothecated Assets within the timeline set out in the Debenture Trust Deed.</p>
Early Redemption Notice	The notice to be given by the Issuer to the Debenture Trustee in a format as mutually agreed between the Parties.
Issue Price	At Par
Premium / Discount at which security is issued and the effective yield as a result of such discount	Please refer to Issue Price above
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
Buyback / Repurchase of Debentures	The Issuer may buyback, repurchase or preclose the transaction basis by mutual consent of Debenture Holders as allowed under Applicable Law in force.
Face Value	INR 1,00,000/- (Indian Rupees One Lakh Only) per Debenture.
Minimum Application and in multiples of thereafter	100 (One Hundred) Debentures (aggregating to INR 1,00,00,000/- (Indian Rupees One Crore), and 1 (One) Debenture thereafter.
Issue Timing	

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1) Issue Opening Date	1) December 19, 2025
2) Issue Closing Date	2) December 19, 2025
3) Date of earliest closing of the Issue, if any	3) December 19, 2025
4) Deemed Date of Allotment	4) December 22, 2025
5) Pay-in Date	5) December 22, 2025
Settlement mode of the Instrument	RTGS / NEFT / IMPS
Depositories	NSDL and CDSL
Disclosure of Interest / Dividend / Redemption Dates	Please refer to <b>Annexure IV</b> in this Key Information Document.
Record Date	As set out more particularly in Section 1 of this Key Information Document.
Business Day Convention	<p>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.</p> <p>If the Final Redemption Date and Principal payment dates of the Debenture falls on a day which is not a Business Day, the payment of any amounts in respect of the Outstanding Principal Amounts (including the last Coupon payment) to be made shall be made on the preceding Business Day.</p>
All covenants of the issue (including side letters, accelerated payment clause, etc.)	<p><b>Representations and Warranties</b> Please refer to Section 3.1 of this Key Information Document.</p> <p><b>Affirmative Covenants</b> Please refer to Section 3.2 (a) of this Key Information Document.</p> <p><b>Negative Covenants</b> Please refer to Section 3.2 (b) of this Key Information Document.</p> <p><b>Reporting Covenants</b> Please refer to Section 3.2 (c) of this Key Information Document.</p> <p><b>Financial Covenants</b> Please refer to Section 3.2 (d) of this Key Information Document.</p>

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<p>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.</p>	<p><b>TRANSACTION SECURITY</b></p> <p>(a) <b>Hypothecated Assets</b> The Outstanding Amounts under the Debentures shall be secured on a first ranking exclusive and continuing charge basis by way of hypothecation in favour of the Debenture Trustee for the benefit of the Debenture Holders over identified loan receivables of the Issuer that fulfil the eligibility criteria set out here below under the heading 'Eligibility Criteria' ("<b>Hypothecated Assets</b>") with the prescribed Security Cover (as defined below) on or prior to the Deemed Date of Allotment ("<b>Transaction Security</b>").</p> <p>(b) <b>Security Cover Maintenance</b> The charge over the Hypothecated Assets shall at all times, commencing from the Deemed Date of Allotment until the Final Settlement Date, be at least 1.20x (one point two zero times) the aggregate amount of the Outstanding Amounts in relation to the Debentures ("<b>Security Cover</b>") and shall be maintained at all times until the Final Settlement Date. It is clarified that, for the purpose of calculating the Security Cover, only the principal outstanding under the Hypothecated Assets shall be considered. Any interest or other amounts payable under the Hypothecated Assets shall be excluded.</p> <p>The value of the Hypothecated Assets for this purpose (for both initial and subsequent valuations) shall be the amount reflected as the value thereof in the books of accounts of the Issuer.</p> <p>(c) <b>Filings and other information</b> The Issuer shall create the charge by way of hypothecation over the Hypothecated Assets on or prior to the Deemed Date of Allotment, and perfect such security by filing Form CHG-9 with the ROC and ensuring and procuring that the Debenture Trustee files the prescribed Form I with CERSAI reporting the charge created to the CERSAI, in</p>
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	<p>respect thereof, each within the time period prescribed under the Deed of Hypothecation.</p> <p>(d) <b>SPECIFIC DISCLOSURES</b></p> <p><b>Type of security:</b> identified receivables (as more particularly set out in the Deed of Hypothecation).</p> <p><b>Type of charge:</b> Hypothecation.</p> <p><b>Date of creation of security/ likely date of creation of security:</b> On or prior to the Deemed Date of Allotment.</p> <p><b>Minimum security cover:</b> At least 1.20x (one point two zero times) of the Outstanding Amounts in relation to the Debentures. For the purpose of calculating the Security Cover, only the principal outstanding under the Hypothecated Assets shall be considered. Any interest or other amounts payable under the Hypothecated Assets shall be excluded.</p> <p>It is clarified that in the event that the Security Cover falls below the stipulated threshold due to the unavailability of Loans that meet the prescribed Eligibility Criteria, the Issuer shall, within 3 (three) Business Days from the occurrence of such shortfall, furnish cash collateral in favour of the Debenture Trustee. Such cash collateral shall be provided in the form of a fixed deposit placed with a scheduled commercial bank, mutually agreed upon by the Debenture Trustee and the Issuer with the Debenture Trustee recorded as the beneficiary of such fixed deposit, in favour of the Debenture Trustee ("<b>Cash Collateral</b>").</p> <p>The value of the Cash Collateral shall be equivalent to the shortfall between the value of the Loans meeting the Eligibility Criteria and the required Security Cover. The Cash Collateral shall be maintained at all times until the Security Cover is restored and in the name and for the benefit of the Debenture Holders.</p>
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	<p>The Issuer shall also file any modification of charges in Form CHG-9 with the Registrar of Companies for any top-up / updating and replacement of the Hypothecated Assets and in case any lien is marked on the Cash Collateral modification of charge with the Registrar of Companies in respect of Cash Collateral shall also be made.</p> <ul style="list-style-type: none"> <li>• <b>Replacement of security:</b> The Issuer shall replace any Hypothecated Asset(s) as detailed under the Deed of Hypothecation.</li> <li>• Upon such replacement of the Hypothecated Assets, the Issuer shall hypothecate additional loans that comply with the prescribed Eligibility Criteria (set out under above) to the Debenture Trustee such that the principal amounts outstanding under the loans constituting the Hypothecated Assets shall not be less than the Security Cover. Any additional loans added pursuant to the above to secure the Debentures and the Outstanding Amounts shall be considered as part of the Hypothecated Assets.</li> </ul> <p>For the purposes of this provision, capitalised terms used but not defined herein shall have the meanings ascribed to such terms under the Deed of Hypothecation.</p> <p>(e) The Issuer undertakes that the Security is free from any Encumbrance.</p> <p>(f) The Debentures 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 in respect of the Debentures.</p>
Transfer	<p>The Company acknowledges and agrees that the Debenture Holders have a right to sell, transfer or assign the Debentures, at any time, to any party the Debenture Holder(s) may deem fit.</p>

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Transaction Documents	<p>means and includes:</p> <ul style="list-style-type: none"> <li>(a) the term sheet;</li> <li>(b) the Debenture Trust Deed;</li> <li>(c) the Debenture Trustee Appointment Agreement;</li> <li>(d) the Deed of Hypothecation;</li> <li>(e) Power of Attorney in relation to the Deed of Hypothecation;</li> <li>(f) Demand Promissory Note;</li> <li>(g) Letter of Continuity;</li> <li>(h) General Information Document;</li> <li>(i) Key Information Document along with Form PAS 4 as prescribed under the Companies Act;;</li> <li>(j) Board resolution authorizing this issuance;</li> <li>(k) Applicable shareholder resolutions under the Companies Act 2013;</li> <li>(l) Rating letter issued by the Rating Agency(ies) with respect to this issuance;</li> <li>(m) the Debenture Trustee consent letter;</li> <li>(n) Company's shareholders undertaking, if any;</li> <li>(o) Tripartite agreements with the Depository(ies) and R&amp;T Agent; and</li> <li>(p) Any other documents as may be identified by the Debenture Trustee relevant to this issuance of Debentures.</li> </ul>
Conditions Precedent to Disbursement	<p>The Issuer shall, prior to the date of announcement of the Issue on the electronic book provider platform of NSE, fulfil the following conditions precedent, each in a form and manner satisfactory and acceptable to the Debenture Trustee/the Applicants. Any delay in submission may result in the bidding to be deferred, or in extreme cases, cancelled, on the electronic book provider platform of NSE:</p> <p><b>CONSTITUTIONAL DOCUMENTS AND AUTHORISATIONS</b></p>

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	<p>(a) a copy of the Issuer's Constitutional Documents certified as correct, complete and in full force and effect by an authorised person of the Issuer;</p> <p>(b) copies of the authorisations, approvals and licenses (governmental or otherwise) received by the Issuer from the RBI or any other Governmental Authority in relation to (i) the business of the Issuer, and (ii) the execution, delivery and performance of the Issuer's obligations under the Transaction Documents (if any);</p> <p>(c) a copy of the resolution of the Issuer's board of directors authorising the appointment of intermediaries, authorization of signatories, execution/dispatch of notices, execution, delivery and performance of the Transaction Documents certified as correct, complete and in full force and effect by an authorised person of the Issuer;</p> <p>(d) a copy of the resolution of the shareholders of the Issuer in accordance with Section 180(1)(c) of the Companies Act approving the borrowing contemplated under the Transaction Documents certified as correct, complete and in full force and effect by an authorised person of the Issuer; and</p> <p>(e) a copy of the resolution of the shareholders of the Issuer in accordance with Section 180(1)(a) of the Companies Act approving the creation of Transaction Security in accordance with the terms of the Transaction Documents certified as correct, complete and in full force and effect by an authorised person of the Issuer.</p> <p><b>TRANSACTION DOCUMENTS</b></p> <p>(f) execution, delivery and stamping of the Transaction Documents (including the debt disclosure document and term</p>
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	<p>sheet in relation to the Debentures) in a form and manner satisfactory to the Debenture Trustee;</p> <p>(g) The Issuer shall have circulated the General Information Document, the relevant Key Information Document for the issue of the Debentures and Form PAS-4 within the timelines as set out under the Applicable Law.</p> <p><b>CERTIFICATES AND CONFIRMATIONS</b></p> <p>(h) A copy of the press release issued by the Rating Agency along with the credit rating letter providing the Rating to the Debentures along with the rating rationale/credit opinion;</p> <p>(i) a copy of the consent letter from the Debenture Trustee to act as the debenture trustee for the issue of Debentures;</p> <p>(j) a copy of the consent from the registrar to act as the Registrar and Transfer Agent for the issue of Debentures; and</p> <p>(k) a copy of the tripartite agreement(s) executed between the Issuer, the registrar and the relevant Depository.</p> <p><b>OTHERS</b></p> <p>(l) evidence that all "know your customer" requirements prescribed by the Debenture Trustee and the Applicants have been provided / fulfilled;</p> <p>(m) the audited financial statements for the period ended March 31, 2025, and to the extent required by the Debenture Holders and available with the Issuer, the most recently prepared audited/ unaudited financial statements of the Issuer for the most recent quarter;</p> <p>(n) 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> <p>(o) a copy of the in-principle approval</p>
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	<p>provided by the NSE in respect of the listing of the Debentures;</p> <p>(p) The Debenture Holders shall have carried out the legal, financial, business, tax and commercial due diligence on the Issuer and its business and operations;</p> <p>(q) a certificate from the authorised signatories of the Issuer addressed to the Debenture Trustee confirming as on the Deemed Date of Allotment/the date of the certificate:</p> <p>(i) the persons authorised to sign the Transaction Documents and any document to be delivered under or in connection therewith, on behalf of the Issuer, together with the names, titles and specimen signatures of such authorised signatories,</p> <p>(ii) the Issuer has the power under the Constitutional Documents to borrow monies by way of the issuance of the Debentures and create the Transaction Security to secure such Debentures,</p> <p>(iii) borrowing, securing or otherwise collateralising, as appropriate, the Debentures would not cause any borrowing, securing, collateralising or similar limit binding on it to be exceeded (including any limits imposed under any resolution passed by the shareholders of the Issuer),</p> <p>(iv) no consents and approvals are required by the Issuer from its creditors or any Governmental Authority or any other person for the issuance of the Debentures and creation of security under the Deed of Hypothecation,</p>
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	<ul style="list-style-type: none"><li>(v) the representations and warranties contained in the Debenture Trust Deed and the other Transaction Documents are true and correct in all respects,</li><li>(vi) no Event of Default is continuing or would result from the allotment of Debentures under the proposed Issue,</li><li>(vii) no Material Adverse Effect has occurred and no circumstances exist which could give rise, with the passage of time or otherwise, to an event leading to Material Adverse Effect,</li><li>(viii) no breach of covenants by the Company with other lenders by issuing the Debentures,</li><li>(ix) each copy document relating to it specified in Transaction Documents is correct, complete and in full force and effect as on the date of the certificate,</li><li>(x) the value of the Hypothecated Assets is at least equal to the Security Cover,</li><li>(xi) the Issuer, and the Promoter Group are solvent, and each of the Debenture Holders shall inter-se rank pari passu in relation to their rights and benefits in relation to the Debentures, without any preference or privilege;</li><li>(xii) no investor or shareholder consent/approval, pursuant to the articles of association of the Issuer or any shareholders' agreements or other documents/instruments entered into by the Issuer and its shareholders and investors, is required for the Issuer to enter into or perform its</li></ul>
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	<p>obligations under the Transaction Documents;</p> <p>(r) The Issuer shall furnish a certificate from an independent practicing chartered accountant, confirming that:</p> <p>(i) the Issuer is solvent and no bankruptcy or insolvency related event have been initiated or pending against the Issuer,</p> <p>(ii) there are no statutory dues including income tax dues or proceedings pending and no claims, demands or notices under Rule 2 of the Second Schedule of the Income Tax Act, 1961 have been received by the Issuer and / or the Promoter Group with respect to income tax and/or under the Income Tax Act, 1961,</p> <p>(iii) except as disclosed in writing, no other tax or any other sum is payable by the Issuer and no other proceedings are pending against the Issuer under (i) the Central Goods and Services Tax Act, 2017, as relevant for purposes of section 81 of the CGST Act; or (iii) in respect of any State in India, the State GST Act, as relevant, for purposes of section 81 of the State GST Act, and</p> <p>(iv) there are no encumbrances on the Hypothecated Assets;</p> <p>(s) such other information, documents, certificates, opinions and instruments as the Debenture Trustee and the Applicants may request in connection with the transactions contemplated under the Transaction Documents;</p> <p>(t) The Issuer shall have obtained the International Securities Identification Number (ISIN) in respect of the Debentures;</p>
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	<p>(u) The Issuer shall have obtained due diligence certificate from the Debenture Trustee;</p> <p>(v) The Issuer shall have complied with all the provisions of the SEBI Debenture Trustees Master Circular for security creation in relation to compliance with distributed ledger technology requirements;</p> <p>(w) Payment of all fees and stamp duty under the Transaction Documents executed is done to the satisfaction of the Debenture Trustee;</p> <p>(x) The Issuer shall conduct a satisfactory CIBIL check in respect of the Issuer and the Promoter;</p> <p>(y) The Issuer shall ensure that the articles of association reflect the provision in relation to the appointment of nominee director by the Debenture Trustee;</p> <p>(z) The Issuer shall procure that the Promoter shall furnish a net worth certificate as of March 31, 2025, duly certified by an independent practicing-chartered accountant</p> <p>(aa) The Issuer shall deliver to the Debenture Trustee, 3 (Three) duly filled and signed undated cheques, in favour of the Debenture Trustee, for securing the due payments payable under the Debentures. The 3(three) undated cheques shall be for (a) total base issuance amount of INR 20,00,00,000/- (Indian Rupees Twenty Crores Only), (b) total green shoe amount of INR 10,00,00,000/- (Indian Rupees Ten Crores Only) and (c) total aggregate of Coupon on the Debentures; and</p> <p>(bb) Such other information / documents, certification by Issuer's authorized representatives, opinion and instruments as may be required by the Debenture Trustee.</p>
Conditions Subsequent to Disbursement	<p>(a) Certified true copy of the resolution of the Board or relevant committee of the</p>

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	<p>Issuer for the allotment of the Debentures, on the Deemed Date of Allotment.</p> <p>(b) Credit the Debentures in the demat account(s) of the allottee(s) within 2 (two) Business Days from the Deemed Date of Allotment of Debentures and provide evidence that the Depository accounts of the Debenture Holders with the Depository have been credited with the Debentures within 2 (two) Business Days from the Deemed Date of Allotment.</p> <p>(c) The Issuer shall have obtained the 'Annexure B' due-diligence certificate from the Debenture Trustee within 2 (two) Business Days from the Deemed Date of Allotment.</p> <p>(d) 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.</p> <p>(e) Payment of applicable stamp duty currently at 0.005% (zero point zero zero five percent) on the Debentures as per the Indian Stamp Act, 1899.</p> <p>(f) The Issuer shall immediately on receipt of funds, take on all necessary steps to, including making all applicable filings in the Registrar of Companies and obtaining all necessary approvals including filing Form PAS-5 along with the list of allottees and Form PAS 3 along with requisite fee within prescribed timelines and shall share the 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 7 (seven) Business Days of Deemed Date of Allotment for Debentures.</p>
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	<p>(g) An end-use certificate from a statutory auditor of the Company, certifying the heads under which funds have been utilized in accordance with Transaction Documents, within 15 (fifteen) days of the Deemed Date of Allotment.</p> <p>(h) 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 7 (seven) days of execution of Deed of Hypothecation, together with the certificate of registration of charge obtained in relation to the same.</p> <p>(i) 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.</p> <p>(j) 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 the timeline stipulated under Applicable Law.</p>
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	<p>(k) The Issuer shall get the issue of Debentures included in the issue specific rating letter within 3 (three) months from the Deemed Date of Allotment.</p> <p>(l) The Issuer shall ensure compliance with the SEBI NCS Regulations, Companies Act, 2013, and any other Applicable Law in relation to the issuance and listing of the Debentures.</p> <p>(m) Any other document as required by the Debenture Trustee.</p> <p>(n) Any other document as required elsewhere under the Transaction Documents.</p>
Events of Default (including manner of voting /conditions of joining Inter Creditor Agreement)	Please refer to Section 3.3 of this Key Information Document.
Creation of recovery expense fund	<p>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 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.</p> <p>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:</p> <p>(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 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</p>

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	<p>the bank guarantees at least seven working days before its expiry, failing which the designated stock exchange shall invoke such bank guarantee.</p> <p>(b) <u>Utilisation of recovery expense fund:</u> The amounts in the Recovery Expense Fund shall be utilised upon occurrence of any Event of Default:</p> <p>(i) the Debenture Trustee may get reimbursed from the recovery expense fund for all the related activities for enforcement / legal proceedings including but not limited to obtaining various consents from debenture holders, voting process, holding of meetings of debenture holders, filing court applications, legal fees, expenses for asset recovery services, appointment of legal consultants in respect of enforcement / legal proceedings in the Event of Default.</p> <p>(ii) in case the utilization of recovery expense fund is for purposes explicitly specified under the paragraph above, prior approval from the Debenture Holders shall not be required. The Debenture Trustee shall intimate the Debenture Holders through mail and upload on its website regarding the reimbursement from the recovery expense fund. However, in case the utilization of recovery expense fund is for purposes other than explicitly mentioned in the paragraph above, the Debenture Trustee shall obtain prior consent of the Debenture Holders and shall inform the same to the Stock Exchange.</p> <p>(iii) The Debenture Trustee shall inform the Stock Exchange to release the amount from the recovery expense fund and submit an independent auditor's</p>
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	<p>certificate regarding the expenses incurred to the Stock Exchange, which shall be verified by the Stock Exchange before release of the amount from the recovery expense fund to the Debenture Trustee.</p> <p>(iv) The Stock Exchange shall release the amount lying in the recovery expense fund to the Debenture Trustee within such timelines as may be prescribed under Chapter IV (<i>Recovery Expenses Fund</i>) of the SEBI Debenture Trustees Master Circular.</p> <p>(v) The Debenture Trustee shall keep a proper account of all expenses incurred out of the funds received from recovery expense fund.</p> <p>(vi) The Debenture Trustee shall on an annual basis update the Debenture Holders regarding the utilization of such funds.</p> <p>(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.</p>
Conditions for breach of covenants (as Specified in the Debenture Trust Deed)	Please refer to sections named "Default Interest Rate" above and Section 3.3 below.
Provisions related to Cross Default Clause	<p>(i) The Issuer:</p> <p>(A) defaults in any payment of any Financial Indebtedness;</p> <p>(B) defaults in the observance or performance of any agreement or condition relating to any Financial</p>

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	<p>Indebtedness or contained in any instrument or agreement evidencing, securing or relating thereto or any other event shall occur or condition exist, the effect of which default or other event or condition is to cause or to permit the holder or holders of such Financial Indebtedness to cause (determined without regard to whether any notice is required) any such Financial Indebtedness to become due prior to its stated maturity, and such Financial Indebtedness of the Issuer is declared to be due and payable;</p> <p>(C) 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;</p> <p>(D) Any securitisation exposures in relation the Transaction Documents is downgraded; and</p> <p>(E) Any Financial Indebtedness of the Issuer 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.</p>
Role and Responsibilities of the Debenture Trustee	<p>The Debenture Trustee shall comply with all its roles and responsibilities as prescribed under Applicable Law and the Transaction Documents, including:</p> <p>(a) the Debenture Trustee may, in relation to the relevant Tranche/Issuance Debenture Trust Deed and other Transaction Documents, act on the opinion or advice of or any information obtained from any solicitor, counsel, advocate, valuer, surveyor, broker, auctioneer, qualified accountant or other expert whether obtained by the Issuer or by the Debenture Trustee or otherwise;</p> <p>(b) subject to the approval of the Debenture Holders by way of a Special Resolution</p>

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	<p>passed at a meeting of the Debenture Holders held for determining the liability of the Debenture Trustee, the Debenture Trustee shall, as regards all trusts, powers, authorities and discretions, have the discretion as to the exercise thereof and to the mode and time of exercise thereof. In the absence of any fraud, gross negligence, willful misconduct or breach of trust the Debenture Trustee shall not be responsible for any loss, costs, charges, expenses or inconvenience that may result from the aforementioned exercise or non-exercise thereof. The Debenture Trustee shall not be bound to act at the request or direction of the Debenture Holders under any provisions of the Transaction Documents unless sufficient amounts shall have been provided or provision to the satisfaction of the Debenture Trustee has been made for providing such amounts and the Debenture Trustee is indemnified to its satisfaction against all further costs, charges, expenses and liability which may be incurred in complying with such request or direction;</p> <p>(c) with a view to facilitating any dealing under any provisions of the relevant Tranche/Issuance Debenture Trust Deed or the other Transaction Documents, subject to the Debenture Trustee obtaining the consent of the Majority Debenture Holders, the Debenture Trustee shall have (i) the power to consent (where such consent is required) to a specified transaction or class of transactions (with or without specifying additional conditions); and (ii) to determine all questions and doubts arising in relation to the interpretation or construction any of the provisions of the relevant Tranche/Issuance Debenture Trust Deed;</p>
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	<p>(d) the Debenture Trustee shall not be responsible for the amounts paid by the Applicants for the Debentures;</p> <p>(e) the Debenture Trustee shall not be responsible for acting upon any resolution purporting to have been passed at any meeting of the Debenture Holders in respect whereof minutes have been made and signed even though it may subsequently be found that there was some defect in the constitution of the meeting or the passing of the resolution or that for any reason the resolution was not valid or binding upon the Debenture Holders;</p> <p>(f) the Debenture Trustee and each receiver, attorney, manager, agent or other person appointed by it shall, subject to the provisions of the Act, be entitled to be indemnified by the Issuer in respect of all liabilities and expenses incurred by them in the execution or purported execution of the powers and trusts thereof;</p> <p>(g) subject to the approval of the Debenture Holder(s) by way of a Special Resolution passed at a meeting of Debenture Holder(s) held for determining the liability of the Debenture Trustee and in the absence of fraud, gross negligence, willful misconduct or breach of trust, the Debenture Trustee shall not be liable for any of its actions or deeds in relation to the Transaction Documents;</p> <p>(h) subject to the approval of the Debenture Holder(s) by way of Special Resolution passed at a meeting of Debenture Holders held for determining the liability of the Debenture Trustee and in the absence of fraud, gross negligence, willful misconduct or breach of trust, the Debenture Trustee, shall not be liable for any default, omission or delay in performing or exercising any of the powers or trusts herein expressed or contained herein or in enforcing the</p>
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	<p>covenants contained herein or in giving notice to any person of the execution hereof or in taking any other steps which may be necessary, expedient or desirable or for any loss or injury which may be occasioned by reason thereof unless the Debenture Trustee shall have been previously requested by notice in writing to perform, exercise or do any of such steps as aforesaid given in writing by the Majority Debenture Holder(s) or by a Majority Resolution duly passed at a meeting of the Debenture Holders. The Debenture Trustee shall not be bound to act at the request or direction of the Debenture Holders under any provisions of the Transaction Documents unless sufficient amounts shall have been provided or provision to the satisfaction of the Debenture Trustee has been made for providing such amounts and the Debenture Trustee is indemnified to its satisfaction against all further costs, charges, expenses and liability which may be incurred in complying with such request or direction;</p> <p>(i) notwithstanding anything contained to the contrary in the relevant Tranche/Issuance Debenture Trust Deed, the Debenture Trustee shall before taking any action on behalf of the Debenture Holders or providing any consent on behalf of the Debenture Holders, obtain the written consent of the Majority Debenture Holders;</p> <p>(j) the Debenture Trustee shall forward to the Debenture Holders / Designated Agent copies of any information, documents received from the Company pursuant to the DTD within 2 (two) business days of receiving a written request from the Debenture Holders/ Designated Agent; and</p> <p>(k) the Debenture Trustee shall, until the Final Settlement Date, adhere to and comply with its obligations and responsibilities under the SEBI</p>
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	Debenture Trustees Circular.
Risk factors pertaining to the issue	Please refer to Section 3 ( <i>Risk Factors</i> ) of the General Information Document
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 in New Delhi, India, and as more particularly provided for in the Debenture Trust Deed. Notwithstanding anything stated earlier, the Debenture Trustee has the right to commence proceedings before any other court or forum in India.

**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.
3. While the debt securities are secured to the tune of at least 100% (one hundred percent) of the Outstanding Principal 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 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”.

As specified in this Key Information Document.

5. **Future Borrowings**  
The Company shall be entitled to borrow or raise loans or create encumbrances or avail financial assistance in whatever form, and also issue promissory notes or debentures or other securities, without the consent of, or intimation to the Debenture Holders or the Debenture Trustee in this connection. Notwithstanding anything contained in this Key Information Document, the Company shall continue to comply with the financial covenants set forth in Section 3.2 (d) (Financial Covenants) below.
6. **Consent of directors, auditors, bankers to issue, trustees, 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.**

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Parties	Consent
<b>Directors</b>	Board resolution dated April 17, 2025 and November 13, 2025, in relation to the issuance of the Debentures, the copy of which is attached in <b>Annexure V</b> of this Key Information Document.
<b>Auditors</b>	Not Applicable
<b>Bankers</b>	Not Applicable
<b>Debenture Trustee</b>	Copy of the Debenture Trustee Agreement has been set out in <b>Annexure II</b> of this Key Information Document
<b>Merchant Banker</b>	Not Applicable
<b>Solicitors / Advocates</b>	Not Applicable
<b>Legal Advisors</b>	Not Applicable
<b>Registrar and Transfer Agent</b>	Copy of the consent letter of the registrar and transfer agent has been set out in <b>Annexure IX</b> of this Key Information Document.

Additionally, for further regulatory disclosures please refer to **Annexure XII**.

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### SECTION 3: TRANSACTION DOCUMENTS AND KEY TERMS

#### 3.1 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:

(a) **Status**

- (i) It is a company, duly incorporated, registered and validly existing under Applicable Law.
- (ii) It is a non-banking finance company registered with the RBI.
- (iii) It has the power to own its Assets and carry on its business as it is being conducted.

(b) **Binding obligations**

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

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

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

- (i) any Applicable Law (including without limitation, the Companies Act, and any directions/circulars issued by SEBI and/or the RBI in respect of issuance of non-convertible debentures);
- (ii) its Constitutional Documents; or
- (iii) any agreement or instrument binding upon it or any of its assets with any other lender or third party, including but not limited to any terms and conditions of the existing Financial Indebtedness of the Issuer.

(d) **Power and authority**

It has the power to enter into, perform and deliver, and has taken all necessary action to authorize its entry into, performance and delivery of, the Transaction Documents to which it is a party and the transactions contemplated by such Transaction Documents (including the issuance of the Debentures).

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

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

- (i) to enable it lawfully to enter into, exercise its rights and comply with its obligations under the Transaction Documents to which it is a party;
- (ii) to make the Transaction Documents to which it is a party admissible in evidence in its jurisdiction of incorporation; and
- (iii) for it to carry on its business, and which are material,  
have been obtained or effected and are in full force and effect.

(f) **No default**

- (i) No Event of Default, *inter alia* payment default, has occurred and is continuing or would reasonably be expected to result from the execution or performance of any Transaction Documents or the issuance of the Debentures.
- (ii) No other event or circumstance is outstanding which constitutes (or which would,

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with the lapse of time, the giving of notice, the making of any determination under the relevant document or any combination of the foregoing, constitute) a default or termination event (however described) under any other agreement or instrument which is binding on the Issuer or any of its Assets or which might have a Material Adverse Effect.

(g) **Ranking**

The Debentures rank pari passu inter se, and the payment obligations of the Issuer under the Transaction Documents rank at least pari passu with the claims of all of its other senior secured creditors/lenders, except for obligations mandatorily preferred by Applicable Law applying to companies generally.

(h) **No proceedings pending**

No litigation, arbitration, investigation, or administrative proceedings of or before any court, arbitral body or agency have been commenced, or, to the best of Issuer's knowledge, threatened against the Issuer, which if determined adversely, may have a Material Adverse Effect (including in respect of the business condition (financial or otherwise), operations, performance or prospects of the Issuer or that may affect the Debentures).

(i) **No misleading information**

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

(j) **Compliance**

- (i) The Issuer has complied with Applicable Law (including but not limited to environmental, social and taxation related laws for the Issuer to carry on its business, all directions issued by the RBI to non-banking financial companies).
- (ii) There has not been and there is no investigation or enquiry by, or order, decree, decision or judgment of any Governmental Authority issued or outstanding or to the best of the Issuer's knowledge (after making due and careful enquiry), anticipated against the Issuer which would have a Material Adverse Effect.
- (iii) No notice or other communication (official or otherwise) from any Governmental Authority has been issued or is outstanding or to the best of the Issuer's knowledge (after making due and careful enquiry), anticipated with respect to an alleged, actual or potential violation and/or failure to comply with any such Applicable Law or requiring them to take or omit any action.
- (iv) The Issuer shall complete all necessary formalities including all filings with the relevant regulatory authorities, including but not limited to the SEBI, the NSE, CERSAI and the ROC and obtain all consents and approvals required for the completion of the Issue.

(k) **Assets**

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

(l) **Financial statements**

- (i) Its Financial Statements most recently supplied to the Debenture Trustee as of September 30, 2025, were prepared in accordance with Applicable Accounting

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Standards consistently applied save to the extent expressly disclosed in such financial statements.

- (ii) Its Financial Statements as of September 30, 2025, provided to the Debenture Trustee, give a true and fair view and represent its financial condition and operations during the Financial Year save to the extent expressly disclosed in such financial statements.
- (m) **Solvency**
  - (i) The Issuer is able to, and has not admitted its inability to, pay its debts as they mature and has not suspended making payment on any of its debts and it has not been deemed by a court to be unable to pay its debts for the purposes of Applicable Law, nor will it become unable to pay its debts for the purposes of Applicable Law as a consequence of entering into the Debenture Trust Deed or any other Transaction Document.
  - (ii) The Issuer, by reason of actual or anticipated financial difficulties, has not commenced, and does not intend to commence, negotiations with one or more of its creditors with a view to rescheduling its Financial Indebtedness.
  - (iii) The value of the Assets of the Issuer is more than its liabilities (taking into account contingent and prospective liabilities) and it has sufficient capital to carry on its business.
  - (iv) The Issuer has not taken any corporate action nor has it taken any legal proceedings or other procedure or steps in relation to any bankruptcy proceedings.
  - (v) No insolvency or bankruptcy process has commenced under Applicable Law in respect of the Issuer (including pursuant to the (Indian) Insolvency and Bankruptcy Code, 2016, the Insolvency and Bankruptcy (Insolvency and Liquidation Proceedings of Financial Service Providers and Application to Adjudicating Authority) Rules, 2019, and any other rules and regulations made thereunder from time to time).
  - (vi) No reference has been made, or enquiry or proceedings commenced, in respect of the Issuer, before the National Companies Law Tribunal or under any mechanism or prescription of the RBI in respect of resolution/ restructuring of stressed assets (including without limitation, under the Stressed Assets Framework).
- (n) **Hypothecated Assets**
  - (i) The Hypothecated Assets are the sole and absolute property of the Issuer and are free from any other mortgage, charge or encumbrance, and has a clear and marketable title thereto free and clear from any and all encumbrances and are not subject to any lis pendens, attachment, or other order or process issued by any Governmental Authority.
  - (ii) None of the Loans comprising the Hypothecated Assets have been previously hypothecated, sold, transferred or assigned to any other bank or financial institution.
  - (iii) All Loan receivables forming part of the Hypothecated Assets have been originated in the normal course of business, in conformity to the normal credit criteria adopted by the Issuer at the time of their grant and are in compliance with the Eligibility Criteria specified herein.

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- (iv) The Issuer acknowledges and confirms that none of the underlying Obligors of the Issuer have disputed any amounts due under the Loan Agreements.
  - (v) The Issuer acknowledges and confirms that no event of default has occurred in relation the underlying Loan Agreements.
  - (vi) The Transaction Documents executed or to be executed constitute legal, valid and enforceable security interest in favour of the Debenture Trustee and for the benefit of the Debenture Holders on all the assets thereby secured and all necessary and appropriate consents for the creation, effectiveness, priority and enforcement of such security have been obtained.
- (o) **Material Adverse Effect**
  - (i) No fact or circumstance, condition, proceeding or occurrence exists (including in respect of the business, condition or operations of the Issuer) that has a Material Adverse Effect.
  - (ii) No Material Adverse Effect has occurred or would reasonably be expected to result from the execution or performance of any Transaction Documents or the issuance of the Debentures.
- (p) **Illegality**

It is not unlawful or illegal or in violation with the Applicable Law for the Issuer to perform any of its obligations under the Transaction Documents.
- (q) **No filings or stamp taxes**

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

  - (i) stamping of the Transaction Documents (on or prior to execution in New Delhi, India) in accordance with the New Delhi, India);
  - (ii) payment of the stamp duty in respect of the Debentures;
  - (iii) filing of the return of allotment of securities under Form PAS-3 of the Companies (Prospectus and Allotment of Securities) Rules, 2014 with the ROC;
  - (iv) filing of the debt disclosure document with the ROC and SEBI;
  - (v) filing of Form CHG 9 with the ROC within 30 (thirty) days from the date of creation of security interest; and
  - (vi) filing of Form I with CERSAI in respect of each instance of creation of security interest.
- (r) **Confirmations pursuant to the Debt Listing Regulations**

With effect from the date of filing of the draft debt disclosure document with the NSE, as on the date of filing of the draft debt disclosure document with the NSE in accordance with the Debt Listing Regulations:

  - (i) the Issuer, the Promoter Group of the Issuer or the directors of the Issuer have not been debarred from accessing the securities market or dealing in securities by SEBI;
  - (ii) no one from the Promoter Group of the Issuer or director of the Issuer is a promoter or director of any another company which is debarred from accessing the securities market or dealing in securities by SEBI;

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- (iii) no one from the Promoter Group of the Issuer or director of the Issuer is a fugitive economic offender; and
  - (iv) no fines or penalties levied by SEBI or any of the stock exchanges is pending to be paid by the Issuer.
- (s) **SCORES Authentication**  
The Issuer has received the Securities and Exchange Board of India Complaints Redress System (SCORES) authentication prior to the Deemed Date of Allotment.
- (t) **Debt equity ratio and debt service coverage ratio (as on September 30, 2025):**  
Debt equity ratio – 3.83x (Three point eight three) times.  
Debt service coverage ratio – 1.50x (One point five zero) times.
- (u) **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.
- (v) The Issuer is aware and acknowledges that the Debenture Holders has entered into this transaction based on and relying upon the representations, warranties, statements, covenants, agreements and undertakings (whether express or implied) on the part of the Issuer, and that the Debenture Trustee would not have done so in the absence of such representations, warranties, statements, covenants, agreements and undertakings.

### 3.2 COVENANTS OF THE ISSUER:

#### (A) AFFIRMATIVE COVENANTS

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

- (a) **Use of Proceeds**  
use the proceeds of the Issue only for the Purpose and in accordance with Applicable Law and the Transaction Documents;
- (b) **Notice of Winding up or other Legal Process**  
inform the Debenture Trustee if it has received:
  - (i) any notice of any application for winding up or insolvency process or any statutory notice of winding up or insolvency process under the provisions of the Companies Act or any other Applicable Law (including the (Indian) Insolvency and Bankruptcy Code, 2016, the Insolvency and Bankruptcy (Insolvency and Liquidation Proceedings of Financial Service Providers and Application to Adjudicating Authority) Rules, 2019, and any other rules and regulations made thereunder from time to time); or
  - (ii) any other notice under any other statute relating to the commencement/ initiation of winding up or insolvency process or otherwise of any suit or other legal process against the Issuer;

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- (c) **Loss or Damage by Uncovered Risks**  
promptly inform the Debenture Trustee and the Debenture Holders of any material loss or significant damage which the Issuer may suffer due to any force majeure circumstances or act of God, such as earthquake, flood, tempest or typhoon, etc. against which the Issuer may not have insured its properties;
- (d) **Costs and Expenses**  
pay all reasonable costs, charges and expenses in any way incurred by the Debenture Trustee towards protection of the Debenture Holders' interests, including traveling and other allowances and such taxes, duties, costs, charges and expenses in connection with or relating to the Debentures subject to such expenses, costs or charges being approved in writing by the Issuer before they are incurred and shall not include any foreign travel costs;
- (e) **Payment of Rents, etc.**  
punctually pay all rents, royalties, taxes, rates, levies, cesses, assessments, impositions and outgoings, governmental, municipal or otherwise imposed upon or payable by the Issuer as and when such amounts are payable;
- (f) **Preserve Corporate Status**
  - (i) diligently preserve and maintain its corporate existence and status and all rights, privileges, and concessions now held or hereafter acquired by it in the conduct of its business;
  - (ii) obtain, comply with and maintain all acts, authorizations, licenses, consents, permissions, rules, regulations, orders and directions of any Governmental Authority; and
  - (iii) not do or voluntarily suffer or permit to be done any act or thing whereby its right to transact its business might or could be terminated or whereby payment of the Outstanding Amounts might or would be hindered or delayed;
- (g) **Pay Stamp Duty**  
The Issuer shall pay all such stamp duty (including any additional stamp duty), other duties, taxes, charges and penalties, if and when the Issuer may be required to pay according to the applicable state laws. In the event the Issuer fails to pay such stamp duty, other duties, taxes and penalties as aforesaid, the Debenture Trustee shall be at liberty (but shall not be bound) to pay such amounts and the Issuer shall reimburse the aforementioned amounts to the Debenture Trustee on demand;
- (h) **Furnish Information to Debenture Trustee**
  - (i) provide to the Debenture Trustee or its nominee(s)/agent(s) such information/copies of relevant extracts as they may require on any matters relating to the business of the Issuer or to investigate the affairs of the Issuer;
  - (ii) allow the Debenture Trustee to make such examination and investigation as and when deemed necessary and shall furnish the Debenture Trustee with all such information as they may require and shall pay all reasonable costs, charges and expenses incidental to such examination and investigation;

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- (iii) provide to the Debenture Trustee or its nominee(s)/agent(s) such information/copies of relevant extracts as they may require for the purpose of filing any relevant forms with any Governmental Authority (including but not limited to the CERSAI) in relation to the Debentures and the Hypothecated Assets;
  - (iv) inform and provide the Debenture Trustee with applicable documents in respect of the following:
    - (A) notice of any Event of Default or potential Event of Default, and
    - (B) any and all information required to be provided to the Debenture Holders under Applicable Law and the listing agreement to be entered into between the Issuer and the NSE;
  - (v) (to the extent applicable) promptly inform the Debenture Trustee of any major or significant change in composition of the board of directors of the Issuer, which may result in a change in control of the Issuer in accordance with the Securities and Exchange Board of India (Substantial Acquisition of Shares and Takeovers) Regulations, 2011; and
  - (vi) inform the Debenture Trustee of any amalgamation, demerger, merger or corporate restructuring or reconstruction scheme proposed by the Issuer.
- (i) **Redressal of Grievances**  
promptly and expeditiously attend to and redress the grievances, if any, of the Debenture Holders. The Issuer further undertakes that it shall promptly comply with the suggestions and directions that may be given in this regard, from time to time, by the Debenture Trustee and shall advise the Debenture Trustee periodically of the compliance.
- (j) **Comply with Investor Education and Protection Fund Requirements**  
comply with the provisions of the Companies Act relating to transfer of unclaimed/unpaid amounts of interest on Debentures and redemption of Debentures to Investor Education and Protection Fund ("IEPF"), if applicable to it. The Issuer hereby further agrees and undertakes that until the Final Settlement Date it shall abide by the regulations, rules or guidelines/listing requirements if any, issued from time to time by the Ministry of Corporate Affairs, RBI, SEBI or any other competent Governmental Authority.
- (k) **Corporate Governance; Fair Practices Code**  
comply with any corporate governance requirements applicable to the Issuer (as may be prescribed by the RBI, SEBI, any stock exchange, or any Governmental Authority) and the fair practices code prescribed by the RBI.
- (l) **Further Assurances**
  - (i) provide details of any material litigation, arbitration or administrative proceedings against the Issuer;
  - (ii) The Issuer shall execute and / or do, at its own expense, all such deeds, assurances, documents, instruments, acts, matters and things, in such form and otherwise as the Debenture Trustee may reasonably or by Applicable Law require or consider necessary in relation to enforcing or exercising any of the rights and authorities of the Debenture Trustee;

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- (iii) promptly obtain, comply with and maintain all necessary authorisations, licenses, consents and approvals required under Applicable Law (including to enable it to perform its obligations under the Transaction Documents, to ensure the legality, validity, enforceability or admissibility of the Transaction Documents);
- (iv) The Issuer shall, to the extent applicable, comply with:
  - (A) all Applicable Law (including but not limited to the Companies Act, the SEBI Debt Listing Regulations, the environmental, social and taxation related laws, all directions issued by the RBI to non-banking financial companies *inter alia* the liquidity coverage ratio guidelines, if applicable), as applicable in respect of the Debentures and obtain such regulatory approvals as may be required from time to time,
  - (B) the Debenture Trustees Regulations as in force from time to time, in so far as they are applicable to the Debentures and furnish to the Debenture Trustee such data, information, statements and reports as may be deemed necessary by the Debenture Trustee in order to enable them to comply with the provisions of Regulation 15 of the Debenture Trustees Regulations thereof in performance of their duties in accordance therewith to the extent applicable to the Debentures,
  - (C) the provisions of the Companies Act in relation to the Issue,
  - (D) procure that the Debentures are rated and continue to be rated until the Final Settlement Date,
  - (E) ensure that, at time of making any payment of interest or repayment of the principal amount of the Debentures in full or in part, the Issuer shall do so in the manner that is most tax efficient for the Debenture Holders but without, in any way requiring the Issuer to incur any additional costs, expenses or taxes and the Issuer shall avail of all the benefits available under any treaty applicable to the Issuer and/or the Debenture Holders, and
  - (F) if so required, the requirements prescribed under Chapter XI (Operational framework for transactions in defaulted debt securities post maturity date/ redemption date) of the SEBI Debt Listing Regulations, and provide all details/intimations to the Debenture Trustee, the Depositories, and NSE (as the case may be) in accordance with the aforementioned requirements;
- (v) to the extent applicable, it will submit to the Debenture Trustee, on a half yearly basis, a certificate from the statutory auditor of the Issuer giving the value of receivables/book debts including compliance with the covenants set out in the debt disclosure document in such manner as may be specified by SEBI from time to time;
- (vi) it will provide all necessary assistance and cooperation to, and permit the Debenture Trustee to conduct periodical checks, verifications, due diligence and other inspections (at such frequency and within such

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timelines as may be determined by the Debenture Trustee) in respect of the books and accounts of the Issuer and the Hypothecated Assets; and

- (vii) it will provide all necessary documents, assistance and cooperation in respect of any credit assessment of the Issuer undertaken by any of the Debenture Holders, any representative of the Debenture Holders, or any potential investors/transferees. Such information shall include, but not be limited to, the most recent financial information of the Issuer, rating letter and rating rationales in respect of the Debentures, copies of the relevant corporate authorizations of the Issuer and the latest profile in respect of the Issuer.

(m) **Security**

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

- (i) the Debentures shall be secured by a first ranking exclusive and continuing security by way of a first ranking exclusive and continuing charge on the Hypothecated Assets in favour of the Debenture Trustee for the benefit of the Debenture Holders on or prior to the Deemed Date of Allotment;
- (ii) all the Hypothecated Assets that will be charged to the Debenture Trustee under the Deed of Hypothecation shall always be kept distinguishable and held as the exclusive property of the Issuer specifically appropriated to the Transaction Security and be dealt with only under the directions of the Debenture Trustee;
- (iii) the Issuer shall not create any charge, lien or other encumbrance upon or over the Hypothecated Assets or any part thereof except in favour of the Debenture Trustee nor will it do or allow anything that may prejudice the Transaction Security;
- (iv) the Debenture Trustee shall be at liberty to incur all costs and expenses as may be necessary to preserve the Transaction Security and to maintain the Transaction Security undiminished and claim reimbursement thereof;
- (v) to create the security over the Hypothecated Assets as contemplated in the Transaction Documents on or prior to the Deemed Date of Allotment by executing the duly stamped Deed of Hypothecation;
- (vi) to register and perfect the security interest created thereunder by filing Form CHG-9 with the concerned ROC and ensuring and procuring that the Debenture Trustee files the prescribed Form I with CERSAI reporting the charge created to the CERSAI in relation thereto in accordance with the timelines set out in the Deed of Hypothecation;
- (vii) the Issuer shall, at the time periods set out in the Deed of Hypothecation, provide a list of the Hypothecated Assets to the Debenture Trustee over which charge is created and subsisting by way of hypothecation in favour of the Debenture Trustee (for the benefit of the Debenture Holders) and sufficient to maintain the Security Cover;
- (viii) to keep the Application Money in a separate bank account in the event the Debenture Trust Deed and the other Transaction Documents are not executed on or before the Deemed Date of Allotment;

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- (ix) the Issuer shall, within the timelines prescribed under the Deed of Hypothecation, add fresh receivables/Loans to the Hypothecated Assets, in accordance with the Deed of Hypothecation, so as to ensure that the Security Cover is maintained or replace such Hypothecated Assets that do not satisfy the Eligibility Criteria prescribed in the Transaction Documents. Without prejudice to the above, in the event the Loans comprising the Hypothecated Assets have days past due greater than 90 (ninety), the Issuer will promptly and in no case later than the time period set out in the Deed of Hypothecation, ensure that the value of the Hypothecated Assets equals or exceeds the stipulated Security Cover by creating a charge by way of hypothecation over additional or new current receivables/Loans in respect of receivables/Loans that fulfil the Eligibility Criteria prescribed in the Transaction Documents;
  - (x) the Issuer shall, within the timelines prescribed under the Deed of Hypothecation, as and when required by the Debenture Trustee, give full particulars to the Debenture Trustee of all the Hypothecated Assets from time to time;
  - (xi) furnish and verify all statements, reports, returns, certificates and information from time to time and as required by the Debenture Trustee in respect of the Hypothecated Assets;
  - (xii) furnish and execute all necessary documents to give effect to the Hypothecated Assets;
  - (xiii) the security interest created on the Hypothecated Assets shall be a continuing security;
  - (xiv) the Hypothecated Assets shall fulfil the Eligibility Criteria set out in the Deed of Hypothecation;
  - (xv) nothing contained herein shall prejudice the rights or remedies of the Debenture Trustee and/or the Debenture Holders in respect of any present or future security, guarantee obligation or decree for any indebtedness or liability of the Issuer to the Debenture Trustee and/ or the Debenture Holders;
  - (xvi) the Debenture Holders shall have a beneficial interest in the Hypothecated Assets of the Issuer which have been charged to the Debenture Trustee to the extent of the Outstanding Amounts of the Debentures under the Debenture Trust Deed; and
  - (xvii) to forthwith upon demand by the Debenture Trustee, reimburse to the Debenture Trustee all amounts paid by the Debenture Trustee to reasonably protect the Hypothecated Assets and such amounts shall be deemed to be secured by the Hypothecated Assets.
- (n) **Internal Control**  
maintain internal control for the purpose of:
- (i) preventing fraud on amounts / monies lent by the Issuer; and
  - (ii) preventing money being used for money laundering or illegal purposes.

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- (o) **Audit and Inspection**  
permit visits and inspection of books of records, documents and accounts to the Debenture Trustee and representatives of Debenture Holders with advance notice of 7 (seven) days to the Issuer.
- (p) **Books and Records**  
maintain its accounts and records in accordance with Applicable Law.
- (q) **Access; Periodic Portfolio Monitoring**  
provide the Debenture Trustee and the Debenture Holders and any of their representatives, professional advisers and contractors with access to and/or permit them to:
  - (i) examine and inspect the books and records, office premises, and the premises of the Issuer;
  - (ii) portfolio data in the format prescribed by the Debenture Holders from time to time;
  - (iii) comply with any monitoring and/or servicing requests, request to conduct stock audit, sales audit and any other monitoring and discretionary audit visits of the Issuer or any of its branch(es), from Debenture Holders / Debenture Trustee on a quarterly basis or such other frequency as determined by the Debenture Holders. It is clarified that any request for request for monitoring or discretionary audit shall be conducted with an advance notice of 7 (seven) days to the Issuer. All such costs shall be borne by the Issuer; and
  - (iv) discuss the affairs, finances and accounts of the Issuer, and be advised as to the foregoing.
- (r) The Issuer shall ensure that the articles of association of the Issuer shall be amended within a period of 6 (six) months from the Deemed Date of Allotment as per the provisions detailed under Regulations 23 (6) of the SEBI NCS Regulations.
- (s) The Issuer shall ensure that except for any external commercial borrowings provided by the promoters of the Issuer, any secured credit / loan from the promoters of the Issuer shall rank subordinated / subservient to these Debentures.
- (t) The Issuer shall obtain a no-objection certificate from the Debenture Holders in case the Issuer wants to undertake any material change in its business model, other than if such change is mandated by any regulatory authority.
- (u) The Issuer shall ensure that the Promoter continues to hold executive positions and directorships in the Issuer until the Final Redemption Date.
- (v) The Issuer shall comply with and duly perform all such other conditions, covenants and obligations as are set out in detail under the Transaction Documents, in accordance with the terms thereof.
- (w) The covenants and security accorded by the Issuer to any lender investing/ lending as part of any subsequent/ parallel/ prior debt transaction shall not be more stringent than covenants and security accorded to the Debenture Holders. If the Issuer provides any covenants or security which are more stringent or any additional financial covenants to other lenders, then such covenants shall automatically apply to Issuer for this Debentures subscribed to by the Debenture

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Holders, without further action required by the Issuer and/or the Debenture Holders.

**(B) NEGATIVE COVENANTS**

The Issuer and / or the holding company (if any) shall not take any action in relation to the items set out below without the prior written consent of the Debenture Holders and / or the Debenture Trustee unless a different manner for taking action is specified in the conditions below, in which case, the manner which is specified in the condition below shall be considered.

Any request under this provision must be accompanied by all relevant information substantiating the request to enable the Debenture Holders to make a reasoned decision. The Debenture Trustee reserves the right to take the consent of the Majority Debenture Holders prior to any such approval/dissent, if it deems necessary.

**(a) Change of Business**

- (i) any change in the general nature of its business from that which is permitted as a non-banking finance company registered with the RBI, as conducted by the Issuer on the Deemed Date of Allotment; or
- (ii) any sale of assets/business/division that has the effect of exiting the business or re-structuring of the existing business;
- (iii) undertake any new major new businesses outside financial services or diversify its business outside the financial services sector; or
- (iv) any changes, modifications or amendments to its Constitutional Documents, where such amendment might have a Material Adverse Effect. The above shall not apply to any changes with respect to:
  - (A) any increase in authorised share capital of the Issuer; and
  - (B) any changes to reflect the terms of any equity infusion or strategic sale undertaken by the Issuer;

PROVIDED THAT the change(s) or amendment(s) referred to in sub-clauses (A) and (B) above shall not be prejudicial to the interests of the Debenture Holders.

**(b) Dividend**

Declare or pay any dividend or withdraw funds from the business of the Issuer, unless:

- (i) the proposed payment or distribution is out of profits of the current Financial Year;
- (ii) no Event of Default has occurred and is then continuing, or could occur or is reasonably likely to occur, as a result of such payment or declaration of any dividend or distribution and after giving effect to any such action;
- (iii) the Issuer has paid or made satisfactory provision for the payment of the instalments of principal and interest due on the Debentures.

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

Pass a resolution for or enter into any transaction of merger, de-merger, consolidation, acquisition, re-organization, scheme of arrangement, voluntary winding up or compromise with its creditors or shareholders or effect any scheme of restructuring or reconstruction, consolidation, amalgamation, merger or other

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similar purposes;

(d) **Loans and Guarantees**

The Issuer shall not:

- (i) provide any advances or loans, or provide any other form of Financial Indebtedness to, any single individual or entity for an amount greater than 1% (one percent) of the Tangible Net Worth of the Issuer; or
- (ii) give or issue any guarantee, indemnity, bond or letter of credit to or for the benefit of any other person or entity.

(e) **Disposal of Assets**

- (i) sell, assign, transfer, or otherwise dispose of in any manner whatsoever any Assets / business / division of the Issuer (whether in a single transaction or in a series of transactions (whether related or not) or any other transactions which cumulatively have the same effect) other than any business correspondence, securitisation / portfolio sale of assets undertaken by the Issuer in its ordinary course of business.
- (ii) sell, assign, mortgage or otherwise dispose-off any of the assets charged to Debenture Holder so as the Security Cover falls below the stipulated cover;
- (iii) dispose of its assets or compromise with any of its creditors without the prior written consent of the Debenture Holders, other than any action undertaken by the Issuer in its ordinary course business and pursuant to the reasonable requirements of the Issuer / holding company's (if any) business and upon fair and reasonable terms;

(f) **Lending and Investments**

directly or indirectly lend to (i) its group companies, (ii) its promoters (as defined in the Act), or (iii) any related party (as defined in the Act) of the Issuer other than in ordinary course of business.

(g) **Related Party Transactions**

- (i) Without prior written intimation to the Debenture Trustee, the Issuer shall not, if applicable:
  - (A) enter into or perform any transactions with any Related Party of the Issuer, other than transactions which are in the ordinary course of business of the Issuer.
- (ii) The Issuer shall not take any action in relation to the items set out below without the prior written consent of the Debenture Trustee, if applicable:
  - (A) enter into any transaction(s) (other than as mentioned in (i)(A) above) whereby the overall outstanding amount owed to the Issuer under the said transaction(s) exceeds 10% (ten percent) of the Net Worth;
  - (B) enter into any transaction(s) (other than as mentioned in (i)(A) above) whereby the overall expense incurred by the Issuer through such transaction(s) during any Financial Year exceeds 10% (ten percent) of its revenue; or
  - (C) provide any guarantee for any indebtedness of a Related Party.

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The Debenture Trustee shall be granted access to any additional information that it deems necessary to monitor and evaluate this covenant.

- (h) **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.
- (i) **Change in Capital Structure**
- (i) permit or undertake any change in capital structure that would lead to a reduction in the paid-up capital or authorized capital of the Issuer; and
- (ii) purchase, buyback, redeem, defease, repay, return or retire any of its issued shares or reduce its share capital or resolve to do any of the foregoing except equity shares allotted under the employee stock ownership plans scheme of the Issuer / holding company (if any).
- (j) **Change in Promoter; Shareholding**
- (i) any change in the promoters (as defined under the Companies Act) of the Issuer from that subsisting as on the effective date from the execution of the Debenture Trust Deed or significant change in shareholding pattern like change in ultimate beneficial owner or such other change which may result in change in controlling power of the Issuer;
- (ii) any Change of Control of the Issuer from that subsisting as on the effective date from the execution of the Debenture Trust Deed;
- (iii) cause or permit acquisition of the ownership of or entitlement to more than 25% (twenty five percent) of shares or capital or profits of the Issuer by any natural person(s), whether acting alone or together, or through one or more juridical person; and
- (iv) without prejudice to sub-Clause (b) above, the promoters (as defined under the Companies Act) cease to exercise management Control over the Issuer.
- (k) **Change in Financial Year**  
change its Financial Year end from March 31 of each year to any other date, unless such change is required pursuant to Applicable Law.
- (l) **Shareholding**  
Transfer or encumbrance by the persons mentioned in column (A) below, of its shareholding in the Issuer below the thresholds set out in column (D) below of the total shareholding of the Issuer:

Name	Shareholding Type	Existing Shareholding as on 30 <sup>th</sup> November 2025	Minimum Shareholding Threshold
Promoter Group	Equity Shares	85.89%	80%

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It is clarified that, sale / transfer / encumbrance of the shareholding by the persons mentioned above that leads to the fall in shareholding below the thresholds mentioned above shall require prior written consent of the Debenture Trustee.

- (m) Enter into or perform any transaction, other than in the ordinary course of business.
- (n) The Key Shareholders of the Issuer shall not transfer or create any encumbrance over more than 10% (ten percent) of the shares or other securities of the Issuer held by them, respectively, at any time during the tenor of the Debentures.

For the purposes of this point, the terms 'net worth' and 'related party' shall respectively have the meaning ascribed to them in sections 2 (57) and 2 (76) of the Companies Act, 2013 (and the Rules framed thereunder).

For the above purpose, "Change of Control" shall have the meaning ascribed to it under the SEBI (Substantial Acquisition of Shares and Takeovers) Regulations, 2011, and shall include any of the following events:

- (a) any compromise or arrangement with the Issuer's shareholders or creditors;
- (b) the passing of a resolution for voluntary winding up;
- (c) implementation of any scheme for restructuring, reconstruction, consolidation, amalgamation, or merger; or
- (d) any change in the shareholding structure of the company that results in a change in the control of the company, whether directly or indirectly.

It is clarified that the Debenture Trustee shall be granted access to any additional information that it deems necessary to monitor and evaluate the abovementioned negative covenants.

**(C) REPORTING COVENANTS**

The Issuer shall provide or cause to be provided to the Debenture Trustee, and to any Debenture Holder (if so requested by such Debenture Holder), including on any online reporting platform notified to the Issuer, in form and substance reasonably satisfactory to the Debenture Trustee, each of the following items. Further the Issuer shall be required to pay a penalty of 2% (two) per cent of the Outstanding Amounts to the Debenture Holders for each day of delay in the event of non-adherence to these reporting covenants as per the timelines set out hereinbelow:

- (a) **Yearly Reporting**
  - (i) As soon as available, and in any event within 90 (ninety) calendar days after the end of each Financial Year:
    - (A) certified copies of the consolidated (if any) and non-consolidated audited financial statements of the Issuer for its most recently completed Financial Year, prepared in accordance with Applicable Accounting Standards including the balance sheet, income statement and statement of cash flow of the Issuer and the Promoter Group / holding company of the Issuer;
    - (B) a certificate signed by the statutory auditor of the Company stating that the Issuer is in compliance with all the financial covenants on the basis of the Financial Statements of the Issuer;

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- (C) a certificate certified from a statutory auditor of the Company stating that (A) the Debenture Trustee has an exclusive and first ranking charge on the Hypothecated Assets, (B) the Security Cover is maintained in accordance with the Transaction Documents, and (C) details of the Hypothecated Assets (including loan ID, location, amount sanctioned, amount outstanding, overdue status and any other details prescribed by the Debenture Holders); and
    - (D) Business plan of the Issuer which has been approved by its board of directors.
  - (ii) as soon as available, and in any event within 180 (one hundred and eighty) calendar days after the end of each Financial Year:
    - (A) certified copy of its annual report for such Financial Year.
- (b) **Quarterly Reporting**  
Within 45 (forty-five) calendar days after each Quarterly Date:
  - (i) certified copies of its un-audited consolidated and non-consolidated (if any) quarterly financial statements for the preceding fiscal quarter along with other operational metrics, prepared in accordance with Applicable Accounting Standards including its balance sheet, income statement and statement of cash flow, as per the requirement and the format agreed with the Debenture Trustee from time to time;
  - (ii) a certificate signed by the statutory auditor of the Company and chief financial officer of the Issuer or other authorised signatory of the Issuer, acceptable to the Debenture Holders stating that the Issuer is in compliance with all the financial covenants on the basis of the most last declared quarterly financial statements of the Issuer;
  - (iii) details of the quarterly asset liability mismatch (ALM) statement of the Issuer, in such format as may be acceptable to the Debenture Trustee, together with details in respect of the portfolio cuts (including portfolio at risk (PAR) data) in such format as may be acceptable to the Debenture Trustee and prepared by the Issuer in accordance with the criteria prescribed by the RBI;
  - (iv) a certificate certified from a practicing independent Chartered Accountant stating that (A) the Debenture Trustee has an exclusive and first ranking charge on the Hypothecated Assets, (B) the Security Cover is maintained in accordance with the Transaction Documents, (C) comprising of details of the Hypothecated Assets (including loan ID, location, amount sanctioned, amount outstanding, overdue status and any other details prescribed by the Debenture Holders. Further the statutory auditor of the Company shall also provide a book debt certificate and certify the underlying pool of the Hypothecated Assets;
  - (v) copies of the quarterly returns filed with the RBI and SEBI;
  - (vi) the list of the directors on the board of directors of the Issuer;
  - (vii) furnish reports/quarterly reports to the Debenture Trustee (as may be required in accordance with Applicable Law) containing the following particulars:

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- (A) updated list of the names and addresses of the Debenture Holders along with the number of Debentures held by each Debenture Holder,
  - (B) details of the interest due, but unpaid and reasons thereof,
  - (C) the number and nature of grievances received from the Debenture Holders and resolved and unresolved by the Issuer along with the reasons for the same, and
  - (D) a statement that the Hypothecated Assets are sufficient to discharge the claims of the Debenture Holders as and when they become due,
- (viii) the details of the shareholding pattern of the Issuer and details of change in control, voting rights and board seats by the Promoter Group;
  - (ix) the latest borrowing profile of the Issuer (including comprising information around lenders, nature of loans, interest rates (ROI), tenure, security cover, prepayment or pre-closure of any lending facility during the quarter, and such other information as requested by the Debenture Holders);
  - (x) quarterly management information system data pack, in a format to the satisfaction of the Debenture Trustee, covering (i) capital structure, (ii) shareholding pattern, (iii) capital adequacy ratio (CRAR) along with backup calculations, (iv) detailed business projections, (v) portfolio cuts (for overall, and own portfolio), (vi) monthly portfolio delinquencies (with bucketisation for days past due), (vii) vintage data (by product static pool analysis), (viii) monthly collections efficiency (including impact of prepayments and overdue collections), (ix) write-off, (x) related party transactions and o/s balances, (xi) returns filed with the RBI, (xii) Top 20 borrowers, (xiii) operations data, and (xiv) and such other information as requested by the Debenture Trustee. The above data, whatever applicable, shall also be shared for the parent or holding company, if applicable; and
  - (xi) Details of any prepayment or notice of any prepayment of any Financial Indebtedness of the Issuer.
- (c) **Monthly Reporting:**  
Within 30 (thirty) calendar days after end of each month:
    - (i) The Issuer shall submit to the Debenture Trustee a statement containing details of the Hypothecated Assets (including book debts / receivables statement, debtor summary and any other details prescribed by the Debenture Trustee) and stating that the Hypothecated Assets satisfy the Eligibility Criteria, which shall be signed by the authorised signatory of the Issuer along with confirmation that all of the Hypothecated Assets are satisfying the Security Cover criteria within 30 (thirty) calendar days from the end of the relevant previous month.
    - (ii) The Issuer shall submit progress performance reports to the Debenture Holders on a monthly basis in the format to be specified from time to time.
  - (d) **Event Based Reporting:**  
Without prejudice to the quarterly reporting or any other such reporting as required

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under and submitted pursuant to the Debenture Trust Deed, the Issuer shall report to the Debenture Trustee as soon as practicable, and in any event within 5 (five) Business Days after the Issuer obtains or reasonably should have obtained actual knowledge thereof of the occurrence of such events mentioned below unless a different time period is specified in the SEBI regulations, whichever timeline is lower. 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) notice of the occurrence of any event or circumstance that could reasonably be expected to result in a Material Adverse Effect;
- (ii) any notices, orders or directions any court or tribunal in relation to any dispute, litigation, investigation or other proceeding affecting the Issuer or its property or operations (including the Hypothecated Assets), which could result in a Material Adverse Effect;
- (iii) notice of the occurrence of any Event of Default including any steps taken/proposed to be taken to cure such event;
- (iv) details of any prepayment, or the receipt of notice of any Financial Indebtedness of the Issuer, prior to the stated maturity thereof or if any existing lender or debenture holder withdraws their investment in the Issuer or any acceleration in its payment schedule is done.
- (v) any change in the Issuer's shareholding structure;
- (vi) any amendment or change to the Issuer's Constitutional Documents;
- (vii) any notice of any application for winding up or insolvency process or any statutory notice of winding up or insolvency process under the provisions of the Companies Act or any other Applicable Law (including the (Indian) Insolvency and Bankruptcy Code, 2016, the Insolvency and Bankruptcy (Insolvency and Liquidation Proceedings of Financial Service Providers and Application to Adjudicating Authority) Rules, 2019, and any other rules and regulations made thereunder from time to time), or (B) any other notice under any other statute relating to the commencement / initiation of winding up or insolvency process or otherwise of any suit or other legal process against the Issuer;
- (viii) notice of any default in the observance or performance of any agreement or condition relating to any Financial Indebtedness by the Issuer or contained in any instrument or agreement evidencing, securing or relating thereto or any other event shall occur or condition exist, the effect of which default or other event or condition is to cause or to permit the holder or holders of such Financial Indebtedness to cause (determined without regard to whether any notice is required) any such Financial Indebtedness to become due prior to its stated maturity in respect of the Issuer;
- (ix) any change in the list/composition of the board of directors of the Issuer or Key Managerial Personnel (as defined under the Act) being the chief executive officer or any other official discharging similar functions and responsibilities;
- (x) details of any new segment of business other than the business carried out by the Issuer as of the effective date from the execution of the Debenture Trust Deed;

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- (xi) any change in the accounting policy of the Issuer which has a Material Adverse Effect except for any change required to comply with Applicable Law;
  - (xii) details of the occurrence of any fraud;
  - (xiii) Application for filing of an insolvency petition under the Insolvency and Bankruptcy Code before the relevant National Issuer Law Tribunal by or against the Issuer which needs to be notified within 1 (one) day;
  - (xiv) as soon as practicable and in any event within 30 (thirty) calendar days of receipt of a request, such additional documents or information as the Debenture Trustee or the Debenture Holders, may reasonably request from time to time;
  - (xv) The Issuer shall intimate the Debenture Trustee within 7 (seven) days from the occurrence of any exercise of put option by any debt holder of the Issuer (wherever applicable);
  - (xvi) promptly upon its occurrence, information of any Debenture Delisting Event;
  - (xvii) The Issuer shall intimate the Debenture Trustee upon occurrence of any event leading to a raise of equity by the Issuer which results in the Promoter Group holding less than 80% (eighty percent) of the shareholding in the Issuer;
  - (xviii) The Issuer shall intimate the Debenture Trustee any change in management control, without prior written consent of the Debenture Holders;
  - (xix) as soon as practicable and in any event within the timelines prescribed by the Debenture Trustee (and Applicable Law), such other information, notifications, details, documents, reports, statements and certificates (including from chartered accountants, auditors and/or directors of the Issuer) as may be required by the Debenture Trustee from time to time, to ensure compliance with the provisions of the Applicable Law, including but not limited to the Debenture Trustees Regulations and the Companies (Share Capital and Debentures) Rules, 2014; and
  - (xx) The Issuer shall procure and furnish a net worth certificate of the Promoter, duly certified by an independent practicing chartered accountant, as and when such certificate is shared with any other lender(s) of the Issuer, and in any event, within 30 (Thirty) calendar days from the end of each Financial Year.
- (e) **Miscellaneous:**
- (i) The Issuer while submitting quarterly / annual financial results, shall disclose the following line items along with the financial results:
    - (A) debt-equity ratio;
    - (B) outstanding redeemable preference shares (quantity and value);
    - (C) capital redemption reserve / debenture redemption reserve;
    - (D) net worth;

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- (E) net profit after tax;
  - (F) earnings per share;
  - (G) current ratio;
  - (H) bad debts to Account receivable ratio;
  - (I) current liability ratio;
  - (J) total debts to total assets;
  - (K) debtors turnover;
  - (L) inventory turnover;
  - (M) operating margin (%); and
  - (N) net profit margin (%).
- (ii) Statutory, regulatory and other reporting:  
In accordance with the relevant provisions of Applicable Law, the Issuer shall provide the Debenture Trustee / inform the Debenture Trustee (as applicable), in accordance with the timelines (if any) more particularly set out thereunder:
- (A) The Issuer shall submit to the Stock Exchange and the Debenture Trustee:
    - (I) a copy of the annual report sent to the shareholders along with the notice of the annual general meeting, not later than the date of commencement of dispatch to its shareholders; and
    - (II) in the event of any changes to the annual report, the revised copy along with the details and explanation for the changes, not later than 48 (forty-eight) hours after the annual general meeting.
  - (B) The Issuer shall, on Half Yearly basis, submit to the Debenture Trustee:
    - (I) A certificate from the statutory auditor of the Issuer regarding (a) maintenance of security cover; and (b) compliance with all covenants in respect of the Debentures; along with a copy of Financial Statements of the Issuer.
    - (II) certified copies of its un-audited consolidated and non-consolidated (if any) half-yearly financial statements for the preceding Half Year, prepared in accordance with Applicable Accounting Standards including its balance sheet, income statement and statement of cash flow.
- (iii) Promptly inform the Debenture Trustee of any change in its name and conduct of business (before such change), any change in the composition of its board of directors on periodical basis.
- (iv) any information required to be provided to the Debenture Holders under the Listing Agreement.

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- (v) The Issuer will provide such information as required pertaining to a credit assessment of the Issuer by the arranger/potential investors in a timely fashion. This information will include, but not be limited to, latest financial information, rating letter and rating rationale, copies of the resolutions authorizing the borrowing and the latest company profile.
- (vi) The Issuer is aware that in terms of Regulation 14 of the SEBI (Debenture Trustees) Regulations, 1993 as amended from time to time, the Debenture Trust Deed has to contain the matters specified in Section 71 of the Companies Act, 2013 and Form No. SH.12 specified under the Companies (Share Capital and Debentures) Rules, 2014. The Issuer hereby agrees to comply with all the clauses of Form No. SH.12 (or in a format as close as possible to Form SH. 12) as specified under the Companies (Share Capital and Debentures) Rules, 2014 as if they are actually and physically incorporated herein in the Debenture Trust Deed.

All covenants unless otherwise mentioned would be tested at the end of each quarter by the Issuer i.e., as on 31<sup>st</sup> March, 30<sup>th</sup> June, 30<sup>th</sup> September and 31<sup>st</sup> December every year starting from the Deemed Date of Allotment on a standalone balance sheet till the final repayment.

- (vii) To provide relevant documents / information, as applicable, to enable the Debenture Trustee(s) to conduct continuous and periodic monitoring of the issuance, the Company shall submit the following reports/ certification within the timelines mentioned below:

Reports/Certificates	Timelines For Submission Requirements To The Debenture Trustee	Timeline For Submission Of Reports/Certifications By Debenture Trustee
Security certificate cover	Quarterly basis within 60 (sixty) days from each Quarterly Date for other than last quarter and within 75 (Seventy-Five) days from the quarter ended on March 31, or such other timelines as prescribed under Applicable Law.	Quarterly basis within (A) 75 (seventy five) days from each Quarterly Date (other than March 31 of the relevant calendar year), and (B) 90 (ninety) days from March 31 of the relevant calendar year or such other timelines as may be prescribed under Applicable Law.
(To the extent applicable) A statement of value of pledged securities	Quarterly basis within 60 (sixty) days from each Quarterly Date for other than last quarter and within 75 (Seventy-Five) days from the quarter ended on March 31, 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.

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Reports/Certificates	Timelines For Submission Requirements To The Debenture Trustee	Timeline For Submission Of Reports/Certifications By Debenture Trustee
(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 for other than last quarter and within 75 (Seventy-Five) days from the quarter ended on March 31, or such other timelines as prescribed under Applicable Law	Quarterly basis within (A) 75 (seventy-five) days from each Quarterly Date (other than March 31 of the relevant calendar year), and (B) 90 (ninety) days from March 31 of the relevant calendar year or such other timelines as may be prescribed under Applicable Law.
(To the extent applicable) Net worth certificate of guarantor (secured by way of personal guarantee)	Half yearly basis within 60 (sixty) days from end of each half-year or such other timelines as prescribed under Applicable Law.	Half yearly basis within 75 (seventy-five) days from the end of each financial half-year or such other timelines as may be prescribed under Applicable Law.
(To the extent applicable) Financials/ value of guarantor prepared on basis of audited financial statement etc. of the guarantor (secured by way of corporate guarantee)	Annual basis within 60 (sixty) days from end of each Financial Year or such other timelines as prescribed under Applicable Law	Annual basis within 75 (seventy-five) days from the end of each Financial Year or within such other timelines as may be prescribed under Applicable Law.
(To the extent applicable) Valuation report and title search report for the immovable/movable assets, as applicable	Once in 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.

(D) **FINANCIAL COVENANTS**

The Issuer hereby covenants with the Debenture Trustee that it shall maintain / cause to be maintained the Financial Covenants as set out in Part B of the Debenture Trust Deed.

It is hereby clarified that all of the above Financial Covenants shall be tested on a quarterly basis i.e. on September 30, December 31, March 31, June 30 of each Financial Year on a standalone basis starting from the Deemed Date of Allotment, during the tenor of the Debentures.

- (a) During the tenor of the Debentures, the Issuer shall ensure that the ratio of A:B does not exceed 4.5x (four point five zero times), where A is the Total Debt of the Issuer, and B is the Net Owned Fund of the Issuer;

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- (b) The Capital to Risk-Weighted Assets Ratio shall be maintained above 25% (twenty five percent);
- (c) The Issuer shall ensure, that the ratio of A:B shall not exceed 4.00% (four point zero zero percent) till the Final Settlement Date, where A is the GNPA and B is the Gross Loan Portfolio, multiplied by 100, and followed by the "%" symbol;
- (d) The Issuer shall ensure, that the maximum permissible ratio of A:B shall be 2.00% (two point zero zero percent) till the Final Settlement Date, where A is the Net Non-Performing Assets (net of provisioning) and B is the Gross Loan Portfolio, multiplied by 100, and followed by the "%" symbol;
- (e) During the tenor of the Debentures, the Issuer shall ensure that the profits after tax (as determined in accordance with the Applicable Accounting Standards) is not negative for the aggregate of the previous 4 (four) consecutive quarters. This provision shall be tested on a quarterly basis;
- (f) The Issuer shall, commencing from the Deemed Date of Allotment until the Final Settlement Date, ensure that the cumulative mismatch in the assets and liabilities shall be positive for all buckets. For the purpose of this calculation: (i) asset will include all the unencumbered cash and cash equivalent maturing across all the buckets of the asset-liability management as part of the opening asset balance; and (ii) undrawn sanctions of the Issuer shall be excluded;
- (g) During the tenor of the Debentures, the Issuer shall ensure that the ratio of A:B does not exceed 5x (five times), where A is the Total Outstanding Liabilities of the Issuer, and B is the Net Owned fund of the Issuer;
- (h) During the tenor of the Debentures, the Issuer shall ensure that the ratio of A:B does not exceed 20% (twenty percent), where A is the Portfolio at Risk > 90 of the Issuer, and B is the Tangible Net Worth of the Issuer;
- (i) During the tenor of the Debentures, the current collection efficiency of the Issuer shall not fall below 90% (ninety percent); and
- (j) During the tenor of the Debentures, the Operational Self-Sufficiency ratio of the Issuer shall be greater than 100% (one hundred percent).

For the purpose of this provision, the above mentioned terms shall have the following meaning:

**“Capital to Risk-Weighted Assets Ratio (CRAR)”** is a measure of the Issuer's capital as a percentage of its risk-weighted assets, calculated as prescribed by the RBI in their master circulars and guidelines.

**“Net non-performing assets”** or **“NNPA”** or “net of provisioning (Net NPA)” shall mean the difference between (i) reported GNPA and (ii) all provisions created against standard assets, sub-standard assets, doubtful assets and loss assets.

**“Net Owned Fund”** shall mean, with respect to any person, the aggregate of paid-up equity share capital and compulsorily convertible instruments plus free reserves (excluding revaluation reserves), balance in share premium account, and capital reserves representing surplus arising out of sale proceeds of assets, reduced by accumulated losses, deferred expenditure not written off, intangible assets, investments in shares of

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subsidiaries/affiliates/group companies, and loans/advances to associates or related parties as prescribed by applicable regulatory guidelines.

**“Operational Self-Sufficiency”** shall mean, with respect to any person, the ratio of total operating income (including interest income, fees, commissions and other operating revenues) to the sum of financial expenses, loan loss provisions and operating expenses, expressed as a percentage.

**“Reported GNPA”** or **“GNPA”**, shall mean, the outstanding principal amounts of the Client Loans that have one or more instalments of principal, interest, penalty, fee or any other payments overdue for 90 (Ninety) days or more and includes restructured loans.

**“Total Debt”** includes:

- (a) All long-term and short-term outstanding, whether secured or unsecured, plus;
- (b) Contingent liabilities pertaining to corporate / financial guarantees given on behalf of any company / SPV / subsidiary / affiliate to the extent of outstanding of such guaranteed debt, plus;
- (c) Any amount raised by acceptance under any acceptance credit facility;
- (d) Receivables sold or discounted (other than receivables to the extent they are sold on a non-recourse basis);
- (e) Any put option, shortfall / liquidity support undertaking, debt service reserve account undertaking, keep fit letter(s), Letter of Comfort issued in favour of any person(s), which give or may give rise to any financial obligation(s); and
- (f) Any amount raised under any other transaction (including any forward sale or purchase agreement) having the commercial effect of a borrowing.

**“Total Outstanding Liabilities”** shall mean, with respect to any person, the aggregate of all obligations (whether funded or non-funded) including total debt, trade payables, accrued expenses, lease liabilities (finance and operating), statutory dues payable, provisions, and any other liabilities reflected on the liability side of the balance sheet, excluding net worth and contingent liabilities not crystallised.

### 3.3 EVENTS OF DEFAULT

Without prejudice to the other rights of the Debenture Trustee (acting for the benefit of the Debenture Holders) under the Debenture Trust Deed, the Debenture Trustee shall be *inter alios* entitled to exercise its rights under Clause 10 (*Consequences of an Event of Default*) 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 Defaults**

- (i) The Issuer does not pay on any due date any Outstanding Amounts pursuant to the Debenture Trust Deed and the Debentures at the place and in the currency in which it is expressed to be payable (**“Payment Default”**).
- (ii) If the Issuer fails to redeem the Debentures in full, along with payment of the Outstanding Amounts on the Final Redemption Date.

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

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- (i) Issuer is unable or admit in writing their inability to pay their debts as they mature or suspend making payment of any of their debts, by reason of actual or anticipated financial difficulties or proceedings for taking it into liquidation have been admitted by any competent court or a moratorium or other protection from their creditors is declared or imposed in respect of any indebtedness of the Issuer.
  - (ii) A petition for reorganization, arrangement, adjustment, winding up or composition of debts of the Issuer is filed by the Issuer (voluntary or otherwise).
  - (iii) A petition for reorganization, arrangement, adjustment, winding up or composition of debts of the Issuer in respect of the Issuer (voluntary or otherwise) is filed or have been admitted by any competent court or tribunal, or makes an assignment for the benefit of its creditors generally and such proceeding is not contested by the Issuer for staying, quashing or dismissed within 15 (fifteen) days from the admission and / or filing of such petition in the relevant court.
  - (iv) Any proceedings for liquidating the Issuer have been admitted by any competent court or tribunal.
  - (v) If it is certified by the statutory auditor of the Issuer that the liabilities of the Issuer exceed its Assets indicating the inability of the Issuer to discharge its obligations under the Debenture Trust Deed.
  - (vi) If one or more legal or governmental proceedings have been initiated and admitted by the competent court of law against the Issuer or any claims are made against the Issuer, which in the opinion of the Debenture Trustee acting on behalf of the Debenture Holders, may impair the Issuer's ability to perform its obligations undertaken in terms of the Transaction Documents or which has a Material Adverse Effect.
- (c) **Business**  
The Issuer without obtaining the prior consent of the Majority Debenture Holders or the Debenture Trustee ceases, repudiates or threatens in writing to carry on all or substantial part of its business or operations it carries on as at the date of the Debenture Trust Deed or gives notice of its intention to do so.
- (d) **Misrepresentation**  
Any representation or warranty made by the Issuer in any Transaction Document or in any certificate, financial statement or other document delivered to the Debenture Trustee/Debenture Holders by the Issuer shall prove to have been incorrect, false or misleading in any material respect when made or deemed made and which has a Material Adverse Effect on the ability of the Issuer to make any payments in relation to the Debentures.
- (e) **Material Adverse Effect**  
The occurrence of a Material Adverse Effect, in the sole determination of the Debenture Trustee (acting on the instructions of the Majority Debenture Holders).
- (f) **Cross Default**
  - (i) The Issuer:
    - (A) defaults in any payment of any Financial Indebtedness;

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- (B) defaults in the observance or performance of any agreement or condition relating to any Financial Indebtedness or contained in any instrument or agreement evidencing, securing or relating thereto or any other event shall occur or condition exist, the effect of which default or other event or condition is to cause or to permit the holder or holders of such Financial Indebtedness to cause (determined without regard to whether any notice is required) any such Financial Indebtedness to become due prior to its stated maturity, and such Financial Indebtedness of the Issuer is declared to be due and payable;
  - (C) 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;
  - (D) Any securitisation exposures in relation the Transaction Documents is downgraded; and
  - (E) Any Financial Indebtedness of the Issuer 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.
- (g) **Liquidation, Insolvency or Dissolution of the Issuer / Appointment of Receiver, Resolution Professional or Liquidator**  
Any corporate action, declaration of, legal proceedings or other procedure or step is taken in relation to:
  - (i) the suspension of payments, a moratorium of any Financial Indebtedness, winding-up, insolvency, liquidation, dissolution, administration or re-organisation (by way of voluntary arrangement, scheme of arrangement or otherwise) of the Issuer;
  - (ii) a composition, compromise, assignment or arrangement with any creditor of the Issuer;
  - (iii) the appointment of or any step taken for the appointment of any liquidator, provisional liquidator, supervisor, receiver, resolution professional, administrative receiver, administrator, compulsory manager, trustee, or other similar officer in respect of the Issuer or any of the Issuer's assets or any part of the undertaking of the Issuer;
  - (iv) the Issuer, in respect of any reference or enquiry or proceedings commenced, before the National Companies Law Tribunal or under any mechanism or prescription of the RBI in respect of resolution/restructuring of stressed assets (including without limitation, under the Stressed Assets Framework);
  - (v) filing of an insolvency application by the appropriate regulator under the (Indian) Insolvency and Bankruptcy Code, 2016, or any analogous proceedings under any similar insolvency, winding up or liquidation laws; and any resolution is passed either by the creditors or the shareholders of the Issuer or any other action is taken which may result in a voluntary or other insolvency process, winding up or liquidation of the Issuer;
  - (vi) the commencement of an insolvency resolution process under the (Indian)

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Insolvency and Bankruptcy Code, 2016, read together with the Insolvency and Bankruptcy (Insolvency and Liquidation Proceedings of Financial Service Providers and Application to Adjudicating Authority) Rules, 2019, and any other rules and regulations made thereunder from time to time, or under any other Applicable Law, in respect of the Issuer, or an order for insolvency process, liquidation or winding up of the Issuer is made by any competent court;

(vii) enforcement of any security over any Assets of the Issuer or its affiliates or any analogous procedure or step is taken in any jurisdiction.

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

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

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

(ii) Any Governmental Authority, or any person by or under the authority of any Governmental Authority:

(A) condemns, seizes, nationalises, expropriates or compulsorily acquires all or any substantial part of the undertaking, assets, rights or revenues of the Issuer;

(B) has assumed custody or control of all or substantial part of the business or operations of the Issuer (including operations, properties and other assets), or the share capital of the Issuer; or

(C) has 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.

(i) **Judgment Defaults**

One or more judgments, Government proceedings, or decrees have been entered against the Issuer involving a liability (not paid or not covered by a reputable and solvent insurance company), individually or in the aggregate, exceeding 10% (ten percent) of the total assets of the Issuer, provided such judgements 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.

(j) **Transaction Documents**

The Debenture Trust Deed or any other Transaction Document (in whole or in part), is terminated or ceases to be effective or ceases to be in full force or no longer constitutes valid, lawful, binding and enforceable obligations of the Issuer.

(k) **Unlawfulness**

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

(l) **Repudiation**

The Issuer repudiate any of the Transaction Documents or evidences an intention

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to repudiate any of the Transaction Documents.

(m) **Security in Jeopardy**

In the opinion of the Debenture Trustee any event has occurred which jeopardises the Issuer's ability to undertake collections arising from the Hypothecated Asset(s) or to make payment of Redemption Amount or Coupon on the Debentures.

(n) **Security**

(i) Failure to comply with (a) the Security Cover requirement, (b) failure to replenish with additional receivables if applicable, and (c) failure to perfect the charge created on Security within 7 (seven) days (without any cure period) from the Deemed Date of Allotment which is the regulatory timeline, (d) failure to modify the charge for the Security with the Registrar of Companies within 15 (fifteen) days from the end of the relevant Quarter and (d) failure to create the charge over the Hypothecated Assets including the Cash Collateral pursuant to the timelines as provided in the Debenture Trust Deed.

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

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

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

(o) **Fraud and Embezzlement**

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

(p) **Merger or Acquisition**

The Issuer takes or permits to be taken any action for the re-organisation of its capital or any rearrangement, merger or amalgamation without prior written consent of the Debenture Holders.

(q) **Change in Shareholding; Management Control**

(i) Any significant change in the shareholding pattern of the Issuer like change in ultimate beneficial owner or such other change which may result in change in controlling power of the company (from that subsisting as on

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the effective date from the execution of the Debenture Trust Deed), without the prior consent of the Debenture Trustee other than in accordance with the terms of the Transaction Documents.

- (ii) Any change in the management Control, voting rights and board seats of the Issuer by the Promoter Group other than in accordance with the terms of the Transaction Documents.
- (r) **Erosion of Net Worth**  
The Tangible Net Worth of the Issuer erodes below 50% (fifty percent) of the Issuer's net worth as on the Deemed Date of Allotment.
- (s) **Breach of Financial Covenants**  
Any breach of any of the financial covenants set out in the Debenture Trust Deed.
- (t) **Breach of Other Covenants**  
Any breach of any covenants / obligations as set out in the Debenture Trust Deed.
- (u) **Breach of Negative Covenants**  
Any breach of any of the negative covenants set out in the Debenture Trust Deed.
- (v) **Breach of Reporting Covenants**  
Any breach of any of the reporting covenants set out in the Debenture Trust Deed.
- (w) Any event of revocation of operating licenses of the Issuer issued by the RBI and/or the SEBI.
- (x) Failure by the Issuer to meet standards with respect to management, governance, and data integrity, as may be required by the Debenture Trustee / Debenture Holders as per SEBI NCS Regulations, RBI norms and Applicable Law.
- (y) Occurrence of any event whereby any of the Promoter Group of the Issuer are declared, classified or identified as a "wilful defaulter" (or any analogous term or classification) by RBI, any scheduled commercial bank, financial institution or any other regulatory authority or competent authority, under any Applicable Law, guidelines or directions issued from time to time.
- (z) If the Issuer fails to certify / confirm the occurrence of any Event of Default within 3 (three) Business Days, in the manner prescribed in the Transaction Documents.
- (aa) The Promoter Group and/or any director of the Issuer is convicted of any criminal offence involving moral turpitude, dishonesty, bribery, or any act impacting integrity, and such order of a competent court or authority remains unvacated for a period of 90 (ninety) Business Days.
- (bb) If it is certified in two successive Discretionary Audits conducted by the Debenture Trustee that the Issuer has failed to meet the required standards.

For the purpose of this provision:

**"Discretionary Audit(s)"** may include (but not limited to) audit, review, or inspection of the Issuer, their internal controls and processes, the Issue, or the related accounts, records, and documents, which may be initiated at the sole discretion of the Debenture Holders or Debenture Trustee, without requirement of any specific trigger event. Such audit may be undertaken at any time during the tenor of the Debentures.

If the outcome of the Discretionary Audit indicates any fraud, gross negligence, wilful default, any material gaps in the controls and processes of the Issuer, or any non

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compliance of defined controls and processes, etc. It shall be construed as not meeting the standards of the Discretionary Audit.

- (cc) Any failure on the part of the Issuer to disburse new loans or any failure by the Issuer to appoint third party or in house collection teams, in case of any adverse regulatory action against the Issuer.
- (dd) Any restructuring, rescheduling or modification of the existing borrowings of the Issuer pursuant to RBI norms or any Applicable Law.
- (ee) Failure by the Issuer to comply with Applicable Law (including initiation of any proceedings or revocation of licenses issued by any government authority) which has a Material Adverse Effect.
- (ff) In case of occurrence of any downgrade in the rating of the Debentures by one notch or more below BBB, or Debenture Delisting Event.
- (gg) Failure by the Issuer to pay a final judgement or order by a competent court.
- (hh) Any event of equity raising by the Issuer which results in the Promoter Group holding less than 80% (eighty percent) of the shareholding in the Issuer and any related change in management control, without prior written consent of the Debenture Holders.

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

### 3.4 CONSEQUENCES OF AN EVENTS OF DEFAULT AND REMEDIES

Upon the occurrence of any of the Events of Default, the Issuer shall forthwith give notice thereof to the Debenture Trustee and Designated Agent (in writing) and the Debenture Holders, 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 the Debenture Trust Deed, shall have following rights namely:

- (a) to require the Issuer to mandatorily redeem the Debentures and to declare that all Outstanding Amounts and Redemption Amounts are due and payable to the Debenture Holders whereupon they shall become immediately due and payable or shall become due and payable on a specified date set out in a written notice served to the Issuer ("**Acceleration Notice**"). The Outstanding Amounts and the Redemption Amounts shall be due and payable immediately, or any other extended time agreed by the Debenture Holders. It is further clarified that if the Issuer is repaying the Redemption Amount in full owing to any Event of Default, it shall not attract any prepayment penalty;
- (b) For the purposes of the acceleration in terms of Clause 10.1(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 1/10<sup>th</sup> in value of the nominal amount of the Debentures and convened in accordance with the provisions set out in the **Schedule VI** (*Provisions for the meetings of the Debenture Holders*) of the Debenture Trust Deed;

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- (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 and Redemption 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. DBR. No. BP.BC. 45/21.04.048/2018-19 dated June 7, 2019 "*Prudential Framework for Resolution of Stressed Assets*", as amended, modified or restated from time to time) and as consolidated under the Master Circular – Prudential Norms on Income, Recognition, Asset Classification and Provisioning Pertaining to Advances dated April 01, 2025, or any resolution plan shall be subject to the terms of the SEBI Debenture Trustees Master Circular (including without limitation, the resolution plan being finalised within the time period prescribed in the SEBI Debenture Trustees Master Circular;
- (e) to take any actions in respect of the SEBI Debenture Trustees Master Circular;
- (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 as per applicable regulations upon the occurrence of such events as specified in point 1 of Schedule VII (*Nominee Director*) of the Debenture Trust Deed;
- (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 or any other statute as permitted under Applicable Law including but not limited to initiation of any insolvency proceedings under the Insolvency and Bankruptcy Code to exercise all rights available under the respective Transaction Documents;
- (j) The Debenture Trustee shall be entitled to appoint any independent agency to inspect and examine the working of the Issuer and give a report to Debenture Holders / the Debenture Trustee. The Issuer shall give full co-operation and provide necessary assistance to such agency and bear all costs and expenses of the examination including the professional fees and travelling and other expenses;
- (k) At any time during the tenor of the Debentures, upon the occurrence of an Event of Default, the Debenture Holders shall have the right to purchase, in whole or in part, the portfolio comprising the Security Cover towards set-off against the Outstanding Amounts due from the Issuer in full or in part ("**Asset Purchase**"). Such Asset Purchase shall be effected by issuing a written notice to the Issuer ("**Asset Purchase Notice**") on mutually agreed commercial terms. The Issuer shall, within 7 (seven) Business Days from receipt of the Asset Purchase Notice, take all necessary actions to assign to the Debenture Holders the secured assets comprising the Security Cover in respect of which the Asset Purchase has been

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exercised (together with all underlying security and contractual comfort). Notwithstanding the Asset Purchase, all other Security created in favour of the Debenture Trustee/Debenture Holders under the Transaction Documents shall continue to remain valid and subsisting until the Final Redemption Date in relation to the Outstanding Amounts under the Debentures;

- (l) The Issuer shall obtain prior approval from the Debenture Trustee before declaring any dividends or making any other distributions to holders of common equity or securities that are compulsorily convertible into equity shares;
- (m) to exercise all rights available under the respective Transaction Documents; and
- (n) To take appropriate actions as prescribed under Applicable Law and the Transaction Documents including initiation of recovery proceedings.

All costs with respect to the above shall be borne by the Issuer.

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### DECLARATION BY THE DIRECTORS

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

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

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

- a. The Issuer undertake that this Key Information Document contain full disclosures in accordance with SEBI NCS Listing Regulations, as amended, and Securities and Exchange Board of India (Listing Obligation and Disclosure Requirements) Regulations, 2015, as amended and Companies (Prospectus and Allotment of Securities) Rules, 2014, Securities Contracts (Regulation) Act, 1956 and the Securities and Exchange Board of India Act, 1992.
- b. the compliance with the Act and the rules does not imply that payment of dividend or interest or repayment of non-convertible securities, is guaranteed by the Central Government;
- c. the monies received under the offer shall be used only for the purposes and objects indicated in the Offer document;
- d. 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; and
- e. whatever is stated in this form and in the attachments thereto is true, correct and complete and no information material to the subject matter of this form has been suppressed or concealed and is as per the original records maintained by the promoters subscribing to the Memorandum of Association and Articles of Association.

Investment in non-convertible securities involve a degree of risk and investors should not invest any funds in such securities unless they can afford to take the risk attached to such investments. Investors are advised to take an informed decision and to read the risk factors carefully before investing in this offering. For taking an investment decision, investors must rely on their examination of the issue including the risks involved in it. Specific attention of investors is invited to statement of risk factors contained under General Information Disclosure. These risks are not, and are not intended to be, a complete list of all risks and considerations relevant to the non-convertible securities or investor's decision to purchase such securities.

We, **Gaurav Kumar Vohra and Vikram Jain**, are authorized by the Board of Directors of the Company vide Resolution dated April 17, 2025, and November 13, 2025, to sign this Key Information Document and declare that all the requirements of the Companies Act, 2013 and the rules made there under in respect of the subject matter of this Key Information Document and

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matters incidental thereto have been complied with. Whatever is stated in this Key Information Document and in the attachments thereto is true, correct and complete and no information material to the subject matter of this Key Information Document has been suppressed or concealed and is as per the original records maintained by the promoters subscribing to the Memorandum and Articles of Association.

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

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

**For VEDIKA CREDIT CAPITAL LIMITED**

For Vedika Credit Capital Ltd

Gaurav Kumar Vohra

Company Secretary

Name: Gaurav Kumar Vohra

Title: Company Secretary Promoter Director

Place: Ranchi, India

Date: December 15, 2025

For Vedika Credit Capital Ltd

Vikram Jain

Director

Authorised Signatory

Name: Vikram Jain

Title: Whole Time Director

Place: Ranchi, India

Date: December 15, 2025

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## SECTION 4: OTHER INFORMATION AND APPLICATION PROCESS

### 4.1 Issue Procedure

Only Eligible Investors as given hereunder may apply for the Debentures by completing the Application Form (the format of which is more particularly as set out in **Annexure III** of this Key Information Document) in the prescribed format in block letters in English as per the instructions contained therein. The minimum number of Debentures that can be applied for and the multiples thereof shall be set out in the Application Form. No application can be made for a fraction of a Debenture. Application Forms should be duly completed in all respects and applications not completed in the said manner are liable to be rejected. The name of the applicant's bank, type of account and account number must be duly completed by the applicant. This is required for the applicant's own safety and these details will be printed on the refund orders and /or redemptions warrants.

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

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 issue including green shoe option, if any and a range within which green shoe may be retained (if applicable)	<p><b>Issue Size:</b> Issue of up to 2,000 (Two Thousand) senior, secured, rated, listed, redeemable, taxable, transferrable, non-convertible debentures, each having a face value INR 1,00,000/- (Indian Rupees One Lakh Only) aggregating up to INR 20,00,00,000/- (Indian Rupees Twenty Crores Only) and a green shoe option to retain oversubscription of up to 1,000 (One Thousand) senior, secured, rated, listed, redeemable, taxable, transferrable, non-convertible debentures, each having a face value INR 1,00,000/- (Indian Rupees One Lakh Only) aggregating up to INR 10,00,00,000/- (Indian Rupees Ten Crores Only) in total aggregating up to INR 30,00,00,000/- (Indian Rupees Thirty Crores Only) in a dematerialised form, on a private placement basis.</p> <p><b>Base Issue:</b> Issue of up to 2,000 (Two Thousand) senior, secured, rated, listed, redeemable, taxable, transferrable, non-convertible debentures, each having a face value INR 1,00,000/- (Indian Rupees One Lakh</p>
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	Only) aggregating up to INR 20,00,00,000/- (Indian Rupees Twenty Crores Only) in a dematerialised form, on a private placement basis.  <b>Green Shoe:</b> Issue of up to 1,000 (One Thousand) senior, secured, rated, listed, redeemable, taxable, transferrable, non-convertible debentures, each having a face value INR 1,00,000/- (Indian Rupees One Lakh Only) aggregating up to INR 10,00,00,000/- (Indian Rupees Ten Crores Only) in a dematerialised form, on a private placement basis
Bid opening and closing date	Bid opening date: December 19, 2025; and Bid closing date: December 19, 2025
Minimum Bid Lot	100 (One Hundred) Debentures (aggregating to INR 1,00,00,000/- (Indian Rupees One Crore), and 1 (One) Debenture thereafter.
Manner of bidding in the Issue	Closed Bidding
Manner of allotment in the Issue	The allotment will be done on Uniform Allotment basis in accordance with EBP Guidelines.
Manner of settlement in the Issue	Pay-in of funds through clearing corporation of NSE Limited and the account details are given in the Section 4.2 (Process flow of settlement) of this Key Information Document.
Settlement Cycle	T+1, where T refers to the date of bid opening date / issue opening date

#### 4.2 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 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 accounts notified by the clearing corporation of NSE Limited, which are set out below.

<b>Name of Bank</b>	Virtual Account Details as given on EBP portal at the time of bidding
<b>IFSC Code</b>	Virtual Account Details as given on EBP portal at the time of bidding
<b>Account number</b>	Virtual Account number as given on EBP portal at the time of bidding
<b>Name of beneficiary</b>	NSE Clearing Limited

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

<b>Beneficiary Name:</b>	Vedika Credit Capital Ltd-Application Account
<b>Bank Account No.</b>	036602000003438
<b>IFSC CODE:</b>	IOBA0000366
<b>Bank Name</b>	Indian Overseas Bank
<b>Branch Address:</b>	Ranchi Branch, Atmaram Bhawan, Radheshyam Lane, MG Road, Ranchi – 834001, Jharkhand

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.

#### 4.3 **Application Procedure**

Potential Investors will be invited to subscribe by way of the Application Form prescribed in the Key Information Document during the period between the Issue Opening Date and the Issue Closing Date (both dates inclusive). The Issuer reserves the right to change the issue schedule including the Deemed Date of Allotment at its sole discretion, without giving any reasons. The Issue will be open for subscription during the banking hours on each day during the period covered by the Issue Schedule.

#### 4.4 **Fictitious Applications**

All fictitious applications will be rejected.

#### 4.5 **Basis of Allotment**

Notwithstanding anything stated elsewhere, the Issuer reserves the right to accept or reject any application, in part or in full, without assigning any reason. Subject to the aforesaid, in case of over subscription, priority will be given to potential investors on a first come 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 Issuer by the Deemed Date of Allotment.

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**4.6 Payment Instructions**

The Application Form should be submitted directly. The entire amount of INR 1,00,000/- (Indian Rupees One Lakh Only) per Debenture is payable along with the making of an application. Applicants can remit the application amount on the Pay-in Date through RTGS to the account details as set out in 4.2 above.

**4.7 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 except Politically Exposed Person;
- (b) Qualified Institutional Buyers as defined under Regulation 2 (ss) of SEBI (Issue of Capital and Disclosure Requirements) Regulations, 2018;
- (c) Non Qualified Institutional Buyers who are specifically approved by the Issuer to bid on EBP platform;
- (d) Hindu Undivided Family;
- (e) Trust;
- (f) Limited Liability Partnerships
- (g) Partnership Firm(s);
- (h) Portfolio Managers registered with SEBI;
- (i) Association of Persons;
- (j) Companies and Bodies Corporate including Public Sector Undertakings;
- (k) Commercial Banks;
- (l) Regional Rural Banks;
- (m) Financial Institutions;
- (n) Insurance Companies;
- (o) Mutual Funds;
- (p) Foreign Portfolio Investors;
- (q) Non- Banking Financial Companies; and
- (r) Any other investor eligible to invest in the 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.

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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 NSE 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.

#### 4.8 **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 Debentures in Electronic/Dematerialised Form”.
- (c) Debentures allotted to an applicant will be credited to the applicant's respective beneficiary account(s) with the DP.
- (d) For subscribing to the Debentures, names in the Application Form should be identical to those appearing in the details in the Depository. In case of joint holders,

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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 Debentures 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 Debentures, 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 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 Debentures 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.

#### 4.9 **Depository Arrangements**

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

#### 4.10 **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.

#### 4.11 **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

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

**4.12 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; and
- (c) Specimen signature of authorized signatories.

**4.13 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; and
- (g) Application Form (including EFT/RTGS details).

**4.14 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.

**4.15 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.

**4.16 Mode of Payment**

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

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**4.17 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 immediately succeeding Business Day.
- (b) If the Final Redemption Date and Principal payment dates of the Debenture falls on a day which is not a Business Day, the payment of any amounts in respect of the Outstanding Principal Amounts (including the last Coupon payment) to be made shall be made on the immediately preceding Business Day.

**4.18 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.

**4.19 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 NCS Master Circular (as amended and modified from time to time), the Issuer shall ensure that the Debentures are credited into the demat accounts of the Debenture Holders of the Debentures within 1 (One) Business Day from the Deemed Date of Allotment.

**4.20 Deemed Date of Allotment**

All the benefits under the Debentures will accrue to the Investor from the specified Deemed Date of Allotment. The Deemed Date of Allotment for the Issue is December 22, 2025, by which date the Investors would be intimated of allotment.

**4.21 Record Date**

The Record Date means the date falling 15 (Fifteen) calendar days prior to the Coupon Payment Date or the Redemption Date.

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**4.22 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.

**4.23 Interest on Application Monies**

As specified in detail in Section 2.7 (Issue Details) of this Key Information Document.

**4.24 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.

**4.25 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.

**4.26 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.

**4.27 Payment of Coupon**

Payment of Coupon on the Debenture(s) will be made on Coupon Payment Dates as specified in this Key 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

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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 Key Information Document, the Issuer shall pay to the Debenture Holders, default interest at the rate specified in Section 2.7 (Issue Details) of this Key Information Document for the default in payment of Coupon, and/or Redemption Amount till the dues are cleared.

**4.28 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.

**4.29 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.

**4.30 Authority for the Issue**

This present private placement of Debentures is being made pursuant to the resolution passed by the Board of the Company at its meeting held on April 17, 2025 and November 13, 2025, in relation to the issuance of the Debentures, and a special resolution of the shareholders of the Company under Section 180(1)(c) of the Companies Act, 2013 dated April 21, 2025 and a special resolution of the shareholders of the Issuer under Section 180(1)(a) of the Companies Act, 2013 dated April 21, 2025. A copy of the board resolution and the relevant shareholders resolutions is attached hereto as **Annexure V** and **Annexure VI** respectively.

**4.31 Buyback**

The Company reserves the right to buyback the Debentures issued by it under this Key Information Document and the relevant Key Information Document as per the provisions of Applicable Law, if any.

**4.32 Multiple Issuances**

The Company reserves the right to make multiple issuances under the same ISIN in accordance with the SEBI NCS Master Circular, whether by creation of a fresh ISIN or by way of issuance under the existing ISIN at premium / par / discount.

**4.33 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 (preponed / postponed), the Deemed Date of Allotment of Debentures may also be changed (preponed / postponed) by the Issuer at its sole and absolute discretion.

**Disclaimer:** Please note that only those persons to whom this Key Information Document has been specifically addressed are eligible to apply. However, an application, even if complete in all

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

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.

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## SECTION 5: 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 UP TO 2,000 (TWO THOUSAND) SENIOR, SECURED, RATED, LISTED, REDEEMABLE, TAXABLE, TRANSFERRABLE, NON-CONVERTIBLE DEBENTURES, EACH HAVING A FACE VALUE INR 1,00,000/- (INDIAN RUPEES ONE LAKH ONLY) AGGREGATING UP TO INR 20,00,00,000/- (INDIAN RUPEES TWENTY CRORES ONLY) AND A GREEN SHOE OPTION TO RETAIN OVERSUBSCRIPTION OF UP TO 1,000 (ONE THOUSAND) SENIOR, SECURED, RATED, LISTED, REDEEMABLE, TAXABLE, TRANSFERRABLE, NON-CONVERTIBLE DEBENTURES, EACH HAVING A FACE VALUE INR 1,00,000/- (INDIAN RUPEES ONE LAKH ONLY) AGGREGATING UP TO INR 10,00,00,000/- (INDIAN RUPEES TEN CRORES ONLY) IN TOTAL AGGREGATING UP TO INR 30,00,00,000/- (INDIAN RUPEES THIRTY CRORES ONLY) IN A DEMATERIALIZED FORM, ON A PRIVATE PLACEMENT BASIS, BY THE COMPANY (THE "ISSUE") (HEREINAFTER REFERRED TO AS "DEBENTURES") BY VEDIKA CREDIT CAPITAL LIMITED ("COMPANY") OR ("ISSUER").

### 5.1 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: Vedika Credit Capital Limited (the "Issuer" or "Company")

Registered Office: C/O Mr. Subir Dhara, Village - Choto Khataliya, P.O.- Shiuli Telini Para, Dist. - 24 North Parganas, P.S.- Titagar, West Bengal – 700121.

Corporate Office: 404, Shrilok Complex, 4<sup>th</sup> Floor, H.B. Road, Ranchi - 834001, Jharkhand, India

Telephone No.: 18001236108

Website: [www.teamvedika.com](http://www.teamvedika.com)

Fax: -

Contact Person: Gaurav Kumar Vohra

Email: [gaurav.cs@teamvedika.com](mailto:gaurav.cs@teamvedika.com)

(b) **Date of Incorporation of the Company:**

15<sup>th</sup> March 1995

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(c) **Business carried on by the Company and its subsidiaries with the details of branches or units, if any;**

Vedika Credit Capital Ltd is a non-Deposit taking, Non-Banking Finance Company (NBFC-MFI). The Company was originally registered as a Private Limited Company but was later converted into a Public Limited Company in November, 1995. It was recognized and re-registered to carry out the business of Non-Banking Finance Company with approval from Reserve Bank of India in March, 1998. Since 2007 the company is into Micro Finance product like Joint Liability Groups loans and Individual Loans and provide assistance to women borrowers as per RBI regulations.

It has operations through 192 branches across 7 states (Bihar-43, Jharkhand-22, West Bengal-59, U.P.-17, Assam-17, Odisha-15, Tripura-19)

**Branch details:**

S.N.	Name of Branch	District	State	Branch Address
1	KOKAR	RANCHI	JHARKHAND	Shashi Mishra, W/O-Rakesh Kumar Mishra, House No.-2194/A3, Waxpol Factory, Booty, Ranchi, Jharkhand (835217)
2	RAMGARH	RAMGARH	JHARKHAND	Narad Prasad, S/O-Bhukhan Saw, Bijuliya talab Road, Near Rani Sati Mandir Ramgarh, Jharkhand (829122)
3	BARIDIH	EAST SINGHBHUM	JHARKHAND	C/O- Vedika Credit Capital Ltd. Rajesh Kumar, Sulochna Palace 2nd floor, Near Arogyam Hospital Sitgora
4	HAZARIBAGH	HAZARIBAGH	JHARKHAND	Sefali Sengupta, W/O-Animesh Sen Gupta, 365 E Subhash Nagar Marg, Hazaribag (825301)
5	DHANBAD	DHANBAD	JHARKHAND	Mrs. Reeta Choudhary, W/O-Narendra Kumar Choudhary, At-HIG-57, Housing Colony, PO/PS-Dhanbad, Dist-Dhanbad, Jharkhand (826001)
6	KODERMA	KODERMA	JHARKHAND	Janki Devi, W/O- Jagdish Yadav, Resident of gram- Aragaro, P/O+P/S-Chandwara, Dist-Koderma, Jharkhand 825409
7	KANKARBAGH	PATNA	BIHAR	Dr. Anand Kishore, S/o Late Ram Prasad Singh, Resident of A-10, Maurya Path, Khajpura, P.S Rajiv Nagar, Patna
8	GIRIDIHBR	GIRIDIH	JHARKHAND	Kiran Singh, W/O-Nirantar Narayan Singh, At- Makatpur Near Bank of India Main Branch, Dist-Giridih (815301)
9	RAJIV NAGAR	PATNA	BIHAR	Mr. Bablu Kumar, S/O-Krishna Mahto, At-Ramjeechak, Digha School Mode, Bataganj, Danapur, Patna (800018)

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S.N.	Name of Branch	District	State	Branch Address
10	FATUHA	PATNA	BIHAR	Mithilesh Kumar Singh, At-Devi Chowk, Station Road Fatuha, Dist-Patna (803201)
11	AARH	BHOJPUR	BIHAR	Shila Devi, W/O-Sri Nivash Singh, At-New Polish Line, Shankat Mochan Nagar, PO/PS-Nawada, Dist-Bhojpur Ara, Bihar (802301)
12	HAJIPUR	VAISHALI	BIHAR	Jay Kishun Singh, S/O-Lt. Ramasish Singh, Sakin pokhra, Mohalla-Kushwaha Chowk, H.No.-5879, PO/PS-Hazipur, Dist-Vaishali (844101)
13	BIHARSARIF	NALANDA	BIHAR	Ranjit Kumar, S/O=Bijay Prashad, Address Mohalla, Habibpura, Opposite, Water Tank, Singarhaat Road, Biinarsarif, P/S Sohdsarai, Pin Code-803101
14	BIRADINGI	HOWRAH	WEST BENGAL	Sri Ranjan Biswas, S/O-Rabindranath Biswas, At-Biradingi, P/O-Netajigarh, P/S-Liluah, Dist-Hawrah (711108)
15	NAWADA	NAWADA	BIHAR	Ranjit Kumar, S/O-Laxmi Narayan Sinha, At-Moti Bigha, P/O-Gonawan, Opp. Maorya ITI, Near Bandhan Bank, Nawada Bihar (805110)
16	TOLLYGANJ	KOLKATA	WEST BENGAL	Jayanti Karmakar, W/O-Balai Karmakar, C28 Dakchin Para, Purba Putiary, Kolkata, South 24 Parganas, West Bengal (700093)
17	BAIRRAKPUR	NORTH 24-PARGANAS	WEST BENGAL	C/o Mrs Supriya Mandal, W/o Vimal Mandal, R/o Chota Kanthalia, North 24 Paragana, West bengal,700121
18	PANDRA	RANCHI	JHARKHAND	Ashish Kumar, S/O-Dr. Arun Kumar, House No.-140, Manju Mahal, Harmu Housing Colony, P/S-Argora, Ranchi, Jharkhand
19	GAYA	GAYA	BIHAR	Kumar Shakti Shekhar, S/o-Lt. Kumar Keshav Mohan Singh, House No.-37, Road No.-01, A.P. Colony, Gaya
20	BAKTIYARPUR	PATNA	BIHAR	Ram Kumar Singh, S/O-Lt. Ramsewak Singh, Naya Tola Madhopur Purani Bypass Main Road Bakhtiyarpur, Ward No.-10, Bihar (803212)
21	HALISAR	NORTH 24-PARGANAS	WEST BENGAL	Avishek Ghosh, S/O Bhola Ghosh, Vill-Jadunathbati, P/O Malancha, P/S-Bizpore, Dist-North 24 Parganas, West Bengal (743135)
22	DUNLOP	KOLKATA	WEST	Mr. Kalo Sona das, S/O-Late Ashoke Das,

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S.N.	Name of Branch	District	State	Branch Address
			BENGAL	15/1, N.C.Das Baranagar, Nuapara, North 24 parganas, Kolkata (700090)
23	SONARPUR	SOUTH 24-PARGANAS	WEST BENGAL	Mrs. Purnima Das, W/O Tutul Das, Jugipara Road, Baikunthapur, Kol (700149)
24	BIHTA	PATNA	BIHAR	Gudiya Kumari, W/O-Sri Rajesh Kumar, At-Srirampur Tola, PO/PS-Bihta, Dist-Patna, Bihar (801103)
25	MUZAFFARPUR	MUZFFARPUR	BIHAR	Akhilesh Kumar, S/O-Badri Narayan Ojha, Address-Kharba Urf Kiratpur Gurdas, Post-Kharba, P/S-Sadar, Dist-Muzafferpur, Bihar (843146)
26	SAMASTIPUR	SAMSTIPUR	BIHAR	Binod Kumar, S/O-Lt.Ramauvtar Mahto, Opposite Gayatri Complex, Mohanpur Road, Kashipur, Ward No.13, Samastipur (848101)
27	BARDHAMAN	BARDDHAMAN	WEST BENGAL	Mr. Muzibar Rahman, S/O-it.Amir Ali, Bardharnan, Kalna Road, Nari more, Rahman Complex, West Bengal (713101)
28	AMTALA	SOUTH 24-PARGANAS	WEST BENGAL	Mr. Asit Baran Pramanick, S/O-Lt.Radha Nath Pramanick, At-Kanyanagar, South 24 Parganas, Bishnupur-1, West Bengal (743503)
29	MEMARI	BURDHWAN	WEST BENGAL	Mr.Subrata Guin, S/O -Bholanath Guin, At-Memari Hat Pukura Para, PO/PS-Memari Purba Bardhaman (713146)
30	JAHANABAD	JAHANABAD	BIHAR	Gaytri Devi W/O Dinesh Sharma, PG Road Jahanabad, Besidegouri Hospital, Near Railway Station, Dist-Jahanabad, Bihar (804408)
31	ASANSOL	BURDHWAN	WEST BENGAL	Mitu Maity, W/O-Habu Maity, At-Apcar Garden, Near 14 Qtr, P/O -Asansol 1-4, P/S-Asansol, Dist-Paschim Bardhaman, West Bengal
32	EKANGAR SARAI	NALANDA	BIHAR	Mr. Satish Kumar, S/O-Dr. Rajendra Prasad, At-City Hospital, 2nd Floor, Opp-Petrol Pump, Jahanabad Road, PO/PS-Ekangersarai, Dist-Nalanda, Bihar (801301)
33	ALAMBAGH	LUCKNOW	UTTAR PRADESH	Sri Diljot Arora, S/O-Sri Hardip Singh, At-MMD1/253A, Sector-D1, LDA Colony, Kanpur Road, Lakhnaw, U.P-226012.
34	BOKARO	BOKARO	JHARKHAND	Mrs Ganga Jal Devi, W/O-Lt. Rajendra Prashad, At-Chas, Bokaro, Kunwar Singh Colony, Jharkhand(827013)

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S.N.	Name of Branch	District	State	Branch Address
35	CHIRKUNDA	DHANBAD	JHARKHAND	Mr.Sunil kumar Mondal,S/O-Lt Mathur Mondal,At-Merha,P/O-Chirkunda,P/S-Maithon,Near KumarDhubi Kanta,Dist-Dhanbad,Jharkhand(828202)
36	KRISHNA NAGAR	NADIA	WEST BENGAL	Mrs Kalyani Biswas, Husband-Sushil Kumar Biswas, At-Sandhya Mecchya Para Lane, Sandhya Ram Nagar Colony, Ghurny(p),P/O-Ghurny, P/S-Krishna Nagar, Dist-Nadia, W.B (741103)
37	NAYAGARH	NAYAGARH	ODISHA	Mrs. Jyotsnarani Ghadai, W/O-Mr.Nilamber Ghadai, At-Sastri Nagar Lane, PO/PS/Dist-Nayagarh (752069)
38	RANIGANJ	BURDHWAN	WEST BENGAL	Mr. Rahul Dawn, S/O-Sukumar Dawn, Korapara, Shishu Bagan, Raniganj, Paschim Burdwan, West Bengal (713347)
39	CHANDHI	NALANDA	BIHAR	Uma Kumari, W/O-Dr.Ramanand Prashad, Add-Ashish Clinic, Bhagwanpur More, Chandi, Nalanda (803108)
40	JANKIPURAM	LUCKNOW	UTTAR PRADESH	Shobha Singh, W/O-A.K Singh ,House No.-02,Khasra No.184,Shanker Purva, Bahadurpur, Unit city,P/S-Godamba Thana, Lakhnaw (226022)
41	CHAKDAHA	NADIA	WEST BENGAL	Bulu Sarkar, W/o=Mr.Balaram Sarkar,Vill+PO-Parvatipur Purba, Prity Nagar Payradanga,P/S-Ranaghat, Nadia, West Bengal (741247)
42	SHEORAPHULI	HOOGLY	WEST BENGAL	Tapan Gangaully Shearaphuli AB Garden Moulik Bagan Po- Sheraphuli Ps - Sirampur Dist – Hoogly
43	SONAMURA	SEPAHIJALA	TRIPURA	Mr. Manir Hossain,S/O-After Hossain,Ward-01,Tamsabari,PO/PS-Sonamura,Dist-Sipahijal,Tripura(799131)
44	DURGAPUR	BURDHWAN	WEST BENGAL	Mrs. Sandhya Rani Maity,W/O- Mr.Jitendra Nath Maity,R/O-F1/33,Nutan Pally,Benachity, Durgapur,Dist- Paschim bardhaman, West Bengal (713213)
45	TRIVENI	HOOGLY	WEST BENGAL	Mrs.Chandrawati Debi,S/O-Ramdayal Shaw, At-Barakhejuria,P/O-Adconagar,P/S-Mogra, Dist-Hooghly (712121)
46	CHATRA	CHATRA	JHARKHAND	Mrs. Swati Kumari, W/O-Pritam Kumar, At-Panshuwa Road Kishanpur,Near Mandir Chowk,Dist-Chatra, Jharkhand(825401)

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S.N.	Name of Branch	District	State	Branch Address
47	KAILASAHAR	UNAKOTI	TRIPURA	Mr.Kanu Roy,S/o-Lt.Khoka Roy,ward No.-12,Kamalpur,P/O-Paiter Bazar,P/S_Kailashsahar,Dist-Unikoti,Tripura(799279)
48	BEGUSARAI	BEGUSARAI	BIHAR	Pritam Kumar,S/O=Bablu Kumar of At-60 ward no-29 near milan chowk,Baghaa baghi,PO=Sudhir Nagar,Dist=Begusarai,Bihar(851218)
49	CHHAPRA	SARAN	BIHAR	Prabhawati Devi,W/O-Kalpnath Pandey,Add-Naya Jaan Tola,Rajendra College More,Chapra Saran,Bihar(841301)
50	TEHATTA	NADIA	WEST BENGAL	MS Tapasi Biswas,W/O-MR Barendranath Biswas,P/O+P/S=Tehatta, Dist= Nadia, West Bengal (741160)
51	JAUNPUR	BARANASHI	UTTAR PRADESH	Lal Bahadur Yadav,S/O-Vijay Bahadur Yadav,Araji Dupat Patti,Sadbhavana Colony,PO/PS/Dist-Jaunpur(222001)
52	KARIMPUR	NADIA	WEST BENGAL	Ganesh Mondal,S/O-Lt.Sashthicharan Mondal,Vill-Karimpur Ramkrishna Pally, PO/PS-Karimpur,Dist-Nadia,W.B(741152)
53	SARAIYA	MUZFFARPUR	BIHAR	Prem Nath Sah,S/O-Shivji Shah, Hira Devi Bhawan, Jaitpur Road, Mahmadpur Via, PO/PS-Saraiya, Dist-Muzafferpur, Bihar (843126)
54	VARANASI	BARANASHI	UTTAR PRADESH	Daya Shankar Mishra, S/O-Lt. Sahaligram Mishra, H.No-15/120 C, Vill-Bhartai Shivanpur, Varanasi (221003)
55	MAHUA	VAISHALI	BIHAR	Urmila devi w/o-pramod kumar, mukundpur, mahua,ward no 23, near-indian Oil petrol pump mangru chowk mahua, Dist-vaishali, Pin-844122
56	DALSINGSARAI	SAMSTIPUR	BIHAR	Niranjan Kumar Chaudhary/Ram Bilas Chaudhary, Address-Dalsingsarai Khuti Godam, Samastipur(848114)
57	ALLAHABAD	ALLAHABAD	UTTAR PRADESH	Mr. Kamleshwar Prasad Singh, S/O-Ramaranjan Singh,YII,E-27,Triveni Puram, Jhunsi, Dist-Prayagraj, Uttar Pradesh (211019)
58	BONGAIGAON	BONGAIGAON	ASSAM	Lakheswar Mahanta, S/O-Lt. Bhaben Mahanta, Pt-2,Ward No-23, PO/ Dist-Bongaigaon, Assam (783380)
59	MOTIPUR	MUZFFARPUR	BIHAR	Avinash Kumar, S/O-Shashi Kumar Gupta,

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S.N.	Name of Branch	District	State	Branch Address
		R		Address-Fariya-Patti, Motipur Nagar Parisad, Ward No.-13, Muzafferpur, Bihar (843111)
60	GOALPARA	GOALPARA	ASSAM	Mr. Pankaj Karmaker, S/O- Sri Kalu Karmaker, Krishnai(Ashudubi), PO/PS- Krishnai, Dist-Goalpara, Assam (783126)
61	BIJOY NAGAR	KAMRUP	ASSAM	Mr Subal Kumar, S/o- Hitesh Kumar, Nahire 2, P/o-Nahira, Dist- Kamrup, Assam (781132)
62	BARPETA ROAD	BARPETA	ASSAM	Ramesh Ch. Saha, S/O=Lt. Nedulal Saha, Ramendra Nagar, Kalahabhang, Ward No.=04,Barpeta Road, Barpeta Assam (781315)
63	Bhathat	MAHARAJGA NJ	UTTAR PRADESH	Mr. Irsad Ahamad, S/O-Nijamuddin, Tahsil Sadar, P/O-Pipar Patti, Katrari Godhawal Piparpatti Maharajganj, Uttar Pradesh (273306)
64	HARIPAL	HOOGLY	WEST BENGAL	Mrs. Plaba Singha Roy,W/O-Ashok Kumar Singha Roy, At.-Sonatikri, P/O-Panisheola, P/S-Haripal, Dist-Hoogly (712405)
65	LAHERTARA	BARANASHI	UTTAR PRADESH	Mrs, Mamta Upadhyay, W/o-Ravi Shanker Upadhyay, Saraswati Nagar Colony, Laharta, Dist-Varanashi, U.P.(221106)
66	DHARMANAGAR	NORTH TRIPURA	TRIPURA	Mrs. Amiya Prava Choudhary, W/O-Lt Hirendra Kumar Choudhary, Ward-20, Padmapur,Madhuni Road, PO/PS- Dharmanagar, Dist-North Tripura, Tripura (799250)
67	ARAMBAGH	HOOGLY	WEST BENGAL	Mr. Somnath Bose,S/O-Lt. Anandamay Bose,WardNo.-03,Opposite Police Phanri, Arambagh Municipality, PO/PS-Arambagh, Dist-Hooghly (712601)
68	DHONEKHALI	HOOGLY	WEST BENGAL	Sri Praneesh Chatterjee,S/O- Sri Gurudas Chatterjee, Vill-Champabere(roy para), PO/PS-Dhaniakhali, Dist-Hoogly, WB- 712302
69	BHAGALPUR	BHAGALPUR	BIHAR	Mrs. Sangita Kumari,W/O-Kedar Mandal,At- Chanakya Vihar Colony Barari Bhagalpur (Near Mangalam Hospital), PO/PS-Barari, Dist-Bhagalpur, Bihar (812003)
70	BADLAPUR	BARANASHI	UTTAR PRADESH	Mrs. Shailendra Kumari,W/O-Shesh Narayan Mishra Sarokhanpur, PO/PS- Badlapur,Dist-Jaunpur (222125)

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S.N.	Name of Branch	District	State	Branch Address
71	BAGULA	NADIA	WEST BENGAL	Mr.Souvik Mondal,S/O-Nishikanta Mondal, Bagula Ashrampara (Nonaganj More),P/O-Bagula, P/S-Hanskhali, Dist-Nadia, West Bengal(741502)
72	JOYNAGAR	NORTH 24-PARGANAS	WEST BENGAL	Mrs.Krishna Halder,W/O-Kumarendra Halder,At-Bela Road, Joynagar Majilpur,South 24 Parganas,West Bengal(743337)
73	PURNIYA	PURNIYA	BIHAR	Krishna Devi,W/O-Anil Kumar Mandal,At-Vivekanand Colony Rajni Chowk(Near Neta Ji Chowk),Bhatta Bazar Purnia, P/O-Bhatta Bazar, P/S-Kanchi Haat Shayak, Dist-Purnia, Bihar(854301)
74	PATHSALA	BARPETA	ASSAM	Mr.Nabin Baro,C/O-Keturam Baro,village-Bhogpur,Po/Ps-Barama,Dist-Baksa,Assam(781346)
75	SIPAJAHR	BARPETA	ASSAM	Mr.Chandrakanta Nath,C/O-Lt. Chintaram Nath,At-Kabeichuba,P/O-Bardailguri,P/S-Sipajhar, Dist-Darrang, Assam(784145)
76	MOTIHARI	EAST CHAMPARAN	BIHAR	Ratnesh Kumar Anand,Azad Nagar,Road No.2,Balua Tal,Motihari(845401),Dist-East Champaran,Bihar
77	RANGIA	KAMRUP	ASSAM	Mrs.Doli Kalita,W/O-Dipak Ch. Kalita,Socaity Chowk,Ward No-03, PO/PS-Rangia,Dist-Kamrup (781354)
78	RAJATALAB	BARANASHI	UTTAR PRADESH	Mrs Susheela, W/O-Ram Prakash,Birbhanpur rajatalab Tahsil, Varanashi, U.P (221311)
79	AMINGAON	KAMRUP	ASSAM	Mantu Das,S/O-Rameswar Das,Vill-Amingaon Madhyam,P/O-Amingaon,Dist-Kamrup,Assam(781031)
80	DHEKIAJULI	SONITPUR	ASSAM	Tarun Chandra Borah,S/O-Lt. Narendra Nath Borah,Ward No.-06,PO/PS-Dekiajuli,Dist-Sunitpur(784110)
81	BISWANATH CHARIALI	BISWANATH CHARIALI	ASSAM	Padma Bhuyan,W/O-Lt.Dhameswar Bhuyan,At-Madhupur,Ward No.-07,PO/PS-Bishwanath Chareli,Dist-Bishwanath,Assam
82	BHABLA	NORTH 24-PARGANAS	WEST BENGAL	Mrs.Ratna Rani Gupta,W/O-Gajanand Gupta,At-Sainpala Ghee Pukurdhar,PO/PS-Basirhat,Dist-North-24 Parganas,West Bengal(743411)
83	MUGHALSARAI	CHANDAULI	UTTAR	Vikash Kumar Singh,S/O-Lalbahadur

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S.N.	Name of Branch	District	State	Branch Address
			PRADESH	Singh,At.Kurha Kala,Mughalsarai,Chandauli,U.P(232101)
84	JAGADISHPUR	HOWRAH	WEST BENGAL	Shankar Das,S/O-Lt. Dhirendranath Das,Vill-Jagadishpur,PO-Jagadishpur Hat,PS/Dist-Howrah,West Bengal(711114)
85	MAHMUDABAD	SITAPUR	UTTAR PRADESH	Md.Islam,S/O-Mr.Cheda,Add-Bibipur,Motipur Road Mahmudabad,Dist-Sitapur,UP(261203)
86	BETTIAH	WEST CHAMPARAN	BIHAR	Urvashi Devi,W/o-Mr.Dineswar Prashad,At-Narayanpur Colony Baswariya,P/O-Baswariya,P/S-Bettia,Dist-West Champaran(845438)
87	Gahpur	SONITPUR	ASSAM	Mrs.Kankana Saikia,C/O=Rajib Saikia,Village=Tanganagaon,PO/PS=Gahpur,Dist,Biswanth,Aasam(784168)
88	GOLA	RAMGARH	JHARKHAND	Md Miraj Uddin,S/O-md Jakir Hussain,At-House Md.Mirajuddin,Rajrappa More,Near Gola Block,PO/PS-Gola,Dist-Ramgarh(829110)
89	DARBHANGA	DARBHANGA	BIHAR	Mrs.Babita Devi,W/O-Lt.Swarn Singh,Rajendra Nagar,P/O-Laheriasarai,P/S-Bahadurpur,Dist-Darbhanga,Bihar(846001)
90	BOKAKHAT TOWN	GOLAGHAT	ASSAM	Rupali path,Ward No,Po+Ps-Bokakhat,Pin-785612, Near Indian oil petrol pump
91	MANUBAZAR	SOUTH TRIPURA	TRIPURA	Mr. Sankar Saha,S/O-Lt. Manik Saha,At-Manubazar, PO/PS-Manubazar, Dist-South Tripura (799134)
92	SHERGHATI	GAYA	BIHAR	Srikant Sharma,S/O-Krishna Deo Sharma, Moh Krishnapuri, Near Opposite Nagar Panchayat Sherghati,Dist-Gaya, Bihar (824211)
93	Sarupathar	GOLAGHAT	ASSAM	Vedika Credit Capital Ltd. Mr W/O - Bhadreshwar Bora, S/O - Dhitow Bora, No - 1 Tengahola, PO - Sarupathar, PS - Borapathar, Dist - Golaghat Assam - 785601 (Near Sarupathar Town)
94	AURANGABAD	AURANGABAD	BIHAR	Pushpa Devi,W/P-Upendra Singh,Moh-Jodha Bigha,Lalita Bhawan,Maharana Pratap Nagar,Ward No-11,Near Holly Angel Public School,Aurangabad(824101)
95	SASARAM	ROHTAS	BIHAR	Gita Devi,W/o=Ram Pravesh

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S.N.	Name of Branch	District	State	Branch Address
				mishra,Add=Gayatri Nagar,New area sasaram, Rohtas, Bihar (821115)
96	ROSERA	SAMSTIPUR	BIHAR	Naresh Singh,Ward No.-01 Sharda Nagar,Rosera,Dist-Samastipur(848210)
97	PHULNAKHARA	KHORDA	ODISHA	Karna Kumar Swain,S/O-Fakir Swain,At-Nakhara,P/O- Phulnakhara,Dist-Khordha, Odisha (754001)
98	PURI	PURI	ODISHA	Mr. Nabakishore Patra, S/O-Late Artatrna Patra, Balagandi square, Grand Read, Puri,Odisha(752002)
99	HERIA	PURBA MEDINIPUR	WEST BENGAL	Mr.Pradip Kumar Karan,S/O-Fanibhusan Karan, At-Heria, Mauza Atmaram Chak, JL.NO.-1331, P/O-Henria, Khejuri-1, Dist-Purba Medinipur,West bengal(721430)
100	BARHI	HAZARIBAGH	JHARKHAND	Mr.Ghanshyam Kumar,S/O-Somar Saw,At-Ujjaina Gaya Road Berhi,P/O-Berhi,Dist-Hazaribagh,Jharkhand(825405)
101	BARUIPUR	SOUTH 24-PARGANAS	WEST BENGAL	Mr.Nirmal Kumar Pal,S/O-Pannalal Pal,Jaynagar Road,Baruipur,South 24 Parganas,West Bengal(700144)
102	NAZIRA	SIVSAGAR	ASSAM	Vedika Credit capital Ltd. C/O- Gitanjali Dutta, D/O- Late Phani Dutta, Nazira Ward No. 2, PO & PS- Nazira, Dist- Sivasagar 785685
103	MATHABHANGA	COOCH BIHAR	WEST BENGAL	Vill. + P.O.Khakrabari, P.S.Mathabhanga, Dist. Coochbihar
104	AMGURI	SIVSAGAR	ASSAM	Rajkumar Jitendra Dihingia,S/O-Umakanta Dihingia,Amguri Ward No.-06,PO/PS-Amguri,Dist-Sivasagar(785680)
105	BETHUADAHARI	NADIA	WEST BENGAL	Mr.Gopinath Ghosh,S/O= Khudiram Ghosh, Village=Bethuadahari Uttar Para,P/O= Bethuadahari,P/S= Nakashipara,Dist= Nadia,Pin= 741126
106	CHANDAWAK	JAUNPUR	UTTAR PRADESH	Mrs.Suman Devi,W/O-Ramesh Dubey,Vill-Chandwak,Hariharpur Road,Near SBI Bank,P/O-Chandawak,Dist-Jaunpur,U.P(222129)
107	DUTTAPUKUR	KOLKATA	WEST BENGAL	Mr.Biswajit Kundu,S/O-Lt.Balaram Kundu,At-Hospital Road,barasat-01,PO/PS-Duttapukur,Dist-North-24 Parganas,West Bengal(743248)
108	KURSELA	KATI HAR	BIHAR	Mala Devi,W/O-Lt.Ramanand Prashad

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S.N.	Name of Branch	District	State	Branch Address
				Yadav,At-Kursela(Naya Chowk),P/O-A.G, Bazar,P/s-KurselaDist-Katihar,Bihar(854101)
109	HARINGHATA	NADIA	WEST BENGAL	Ashok Biswas,S/O-Lt.Bankim Biswas,Vill/PO-Nagarukha Thkurtala,Near State Bank Of India,P/S -Haringhata,Dist-Nadia,West Bengal(741257)
110	KANDARPUR	CUTTAK	ODISHA	Mrs.Diptimayee Raotray,C/O-Ajaya Kumar Swain, At-Sisua, PO/PS-Salepur, Dist-Cuttack,Odisha(754202)
111	NIMAPADA	PURI	ODISHA	SAHADEBA BARIK,S/O-Bhagaban Barik,Sri Krusha Nagar,(Near To Canara Bank),PO/PS-Nimapada,Dist-Puri,Odisha(752106)
112	Athgarh	CUTTAK	ODISHA	Mrs.Jayashree Nayak, W/O- Dillip Kumar Nayak,At-Maitrinagar,Birakishorepur,Athagarh,Cuttack ,Odisha(754029)
113	JAGATSINGHPUR	JAGATSINGHPUR	ODISHA	Swarnlata Barik,W/O-Prashanta Kumar Rout,At-Markandapur,Holding No.316(Near Sai Baba Mandir),Gopalsagar,PS/Dist-Jagatsinghpur,Odihsa(754103)
114	Forkating	GOLAGHAT	ASSAM	Mr.Manik Ch Kakoty,S/O-Lt. Someswar kakoty,Old Amullapatty,Golaghat,PO/PS-Golaghat,Dist-Golaghat,Assam(785621)
115	RAJARHAT	NORTH 24-PARGANAS	WEST BENGAL	Mrs.Beauty Roy,W/O-Tarun Kumar Roy,Bishnupur Teachers Colony,PO/PS-Rajarhat,Dist-North-24- PGS,West Bengal(700135)
116	SAKRA	MUZFFARPUR	BIHAR	Ashok Kumar,S/O-Ravinder Rai,Add-Sakra Dholi Faridpur,Muzaffarpur,Bihar(843105)
117	NIRAKARPUR	KHORDA	ODISHA	Rupashree Jena,W/O- Mr.Ramesh Chandra Jena,At-Nirakarpur,PO/PS-Nirakarpur,Dist-Khordha,State-Odisha(752019)
118	LAKHISARAI	LAKHISARAI	BIHAR	Surendra Kumar,S/O-Ramakant Singh,At.-Lakhisarai(Near Purani Bazar),Dakbangla,Ward No.-08,Badi Dargah,PO/PS-Lakhisarai,Dist-Lakhisarai,Bihar(811311)
119	AGARTALA	WEST TRIPURA	TRIPURA	Mrs.Gouri Rani Roy,S/O-Lt.Narayan Chandra Roy,Ward No.-10,Near ISBT,Jamtala Road,Reshambagan,P/S-East Agartala,Dist-West Tripura,Tripura(799008)

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S.N.	Name of Branch	District	State	Branch Address
120	UDAIPUR	SOUTH TRIPURA	TRIPURA	Amirata Chandra Das,S/O-Lt. Sukhamay Das,At-Chhanban,PO/PS-R.K.Pur,Dist-Gumoti,Tripura(799116)
121	JHANJHARPUR	MADHUBANI	BIHAR	Arti Mishra,W/O-Amit Kumar Mishra,Behat Jhanjharpur R.S,Behat 2,Lakhnaur,Behat Madhubani,Bihar(847403)
122	Dhenkanal	DHENKANAL	ODISHA	Mrs.Supriti Satapathy,W/O-Bisweswar Satapathy,At-AlasuaHata, Dhenkanal RS,P/S-Dhenkanal Twon,Dist-Dhenkanal,Odisha(759013)
123	RAJAULI	NAWADA	BIHAR	Kalawati Devi,W/O-Bindeshwer Singh,Mohalla-Gopal Nagar,Ward No.-07,At+PO+PS-Rajauli,Dist-Nawada,Bihar(805125)
124	PANISAGAR	NORTH TRIPURA	TRIPURA	Mr. Apu Roy,S/O-Lt Ajit Kumar Roy,Ward-9,PO/PS-Panisgar,Dist-North Tripura(7992620)
125	AMBASSA	DHALAI	TRIPURA	Biswajit Roy,S/O-Basanta Kumar Roy,Ward No.-05,Vill+PO+PS-Ambassa,Dist-Dhalai,Tripura(799289)
126	FALAKATA	ALIPURDUAR	WEST BENGAL	Mrs.Suniti Debnath,W/O-Sudip Das,Vill-Parangerpar Collage Para,Uttar Purbasha,PO/PS-Falakata,Dist-Alipurduar,WestBengal(735211)
127	BAGODAR	GIRIDIH	JHARKHAND	Ranjeet Kumar,S/O=Ram Naresh Saw,Resident of Dhanbad Road Near LIC Office,Dist-Giridih,Jharkhand(825322)
128	JAJPUR Road	JAJPUR	ODISHA	Near Bus Stand, New Market,Jajpur Road-755001
129	DUMKA	DUMKA	JHARKHAND	Banti Devi,W/O=Bijay Prasad Bhagat,Jay Mata Ji Colony,Bakshi Bandh Road,Near Singara Pokhra,PO/PS=Dumka,Dist=Dumka,Jharkhand(814101)
130	Rahama	JAGATSINGH PUR	ODISHA	Mrs.Rinalata Swain,D/O-Gopinath Swain,At-Indrapa,P/O-Manijanga, P/S-Tirtol, Dist-Jagatsinghpur,Odisha, Pin-754160
131	BALURGHAT	DAKSHIN DINAJPUR	WEST BENGAL	Mrs.Keya Talukdar,W/O-Bimal Ranjan Talukdar,Vill-Uttamasha,Pally,P/O-BeltalaPark,P/s-Balurghart,Dist-South Dinajpur(733103)
132	TAPAN	DAKSHIN	WEST	Pradip Kumar Dhar,S/O-Lt.Kalipadsa

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S.N.	Name of Branch	District	State	Branch Address
		DINAJPUR	BENGAL	Dhar,Vill-Kasba,PO/PS-Tapan,Dist-Dakchin Dinajpur,(733127)
133	BIDHANNAGAR	DARJEELING	WEST BENGAL	Mr.Pranabesh Mondal,S/O-Lt.Prafulla Mondal,Vill+PO+PS-Bidhannagar,Dist-Darjeeling(734420)
134	BADHARGHAT	WEST TRIPURA	TRIPURA	Mr.Paresh Chakraborty,S/O-Late Jatindra Mohan Chakraborty,Ward-48,Siddhi Ashram,Railway Station Road,P/O-Siddhi Ashram,P/S-Amtali,Dist-West Tripura(799003)
135	JIRANIA	WEST TRIPURA	TRIPURA	Mr.Santosh Saha,S/O-Late Bipin Saha,Ward-8,Village-Jirania bazar,P/O-Birendranagar,P/S-Jirania,Dist-West Tripura(799045)
136	BISHALGARH	SEPAHIJALA	TRIPURA	Tapan Kumar Kar,S/O-Lt.Prafull Ch.Kar,At-Palpara Office Tila,PO/PS-Bishalgarh,Dist-Sipahijala,Tripura(799102)
137	PHUSRO	BOKARO	JHARKHAND	Seema Singh,W/O-Anil Kumar Singh,Q.No.-f/v7-2,d.v.c Colony,Purana Bazar,Village-Chandrapura Rangamati East,Chandrapura Bokaro Jharkhand(828403)
138	KALNA	BURDHWAN	WEST BENGAL	Mr.Sunil Kumar Pal,S/O-Late Birendra Nath Pal,At-Kesari Para,P/O-Baro Bazar,P/S-Ambika Kalna,Dist-Purba Barddhaman(713409)
139	JANDAHA	VAISHALI	BIHAR	Ram Sevak Singh,S/O-Lt. Saryug Singh,,Address-Kuswaha Chowk,PO/PS-Jandaha,Dist-Vaishali,Bihar(844505)
140	BAROBISHA	ALIPURDUAR	WEST BENGAL	Nandita Das,W/O-Nil Kamal Das,Vill-Dakchin Rampur,P/O-Barobisha,P/S-Kumargram,Dist-Alipur Duar,West Bengal(736207)
141	MALBAZAR	JALPAIGURI	WEST BENGAL	Mr.Mrinal Mitra,S/O-Lt.Jahorilal Mitra,Vill-Damdin More,P/O-Damdin,P/S-Mal,Dist-Jalpaiguri,West Bengal(735209)
142	KUMARGHAT	UNAKOTI	TRIPURA	Mrs.Dipa Orang(Kar),W/O-Mr.Pratap Chandra Kar,Ward-12,Sarda Pally,PO/PS-Kumarghat,Dist-Unakoti,Tripura(799264)
143	Narayanpur	CHANDAULI	UTTAR PRADESH	Sri Chhotai Singh, S/o- Lt. Ram Ji Singh, Vill- Baikunthpur, P/o- Narayanpur, Dist- Mirzapur, U.P(231305)
144	BUNIADPUR	DAKSHIN	WEST	Chhabi Karmakar,W/O-Tapan

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S.N.	Name of Branch	District	State	Branch Address
		DINAJPUR	BENGAL	Karmaker, Vill/PO-Buniadpur, P/S- Bangshihari, Dist-South Dinajpur(733121)
145	Bhadrak	BHADRAK	ODISHA	Mr.Bhagirathi Pani, S/O-Late Krupasindhu Pani, At- Chaphulia Bypass, Mathasahi, PO/PS- Bhadrak.
146	GARHWA	GARHWA	JHARKHAND	Rana Kundan Kumar Singh, S/o-Rana Jagannath Singh, At.-Ward No.05, Vill/PO- Belhath, P/S- Kandi , Garhwa, Jharkhand(822120)
147	Faizabad	FAIZABAD	UTTAR PRADESH	Mrs. Shashikala Singh, W/O-Mr Yudhishtira Singh, Mahveer Puram Colony, Shahjanpur, Near Unique Academy, Dist- Ayodhya, Uttar Pradesh(224001)
148	Jajpur Town	JAJPUR	ODISHA	Mr.RATNAKAR PRUSTY, C/O- Ramachandra Prusty, At-Alibag, PO/PS- Jajpur Town, Dist-Jajpur, Odisha(755001)
149	MACHLANDAPUR	NORTH 24- PARGANAS	WEST BENGAL	Mr.Biswanath Biswas, Mother= Gopa Rani Biswas, At- Thinamtala, Habra-1, P/O+P/S=Maslandapur, Dist- North 24 parganas, West Bengal, Pin- 743289
150	KHARAGPUR	WEST MEDINIPUR	WEST BENGAL	Mr Biswa Nath Maity, S/O-Lt-Bikram Chandra Maity, Kharagpur Municipality Under Kharagpur Ward No-07, Manshamandir Road, Sri Krishnapur, Paschim Medinipur, West Bengal(721301)
151	Bishramganj	SEPAHIJALA	TRIPURA	Mrinal Kanti Deb, S/O-Late Manoranjan Deb, Amtali Ramkrishna Pally, PO/PS- Bishramganj, Dist- Sepahijola, Tripura(799103)
152	SANTIR BAZAR	SOUTH TRIPURA	TRIPURA	Mr Sanjay Majumdar, S/O-Usha Ranjan Majumdar, Santirbazar, Doctor Para, PO/PS- Santirbazar, Dist-South Tripura, Tripura(799144)
153	SINDRANI	NORTH 24- PARGANAS	WEST BENGAL	Mr.Kamalesh Biswas, S/O-Karnadhar Biswas, At- Khyaramari, Sindrani, Bagdaha, North 24 parganas, West Bengal(743297)
154	CHANDANKIYARI	BOKARO	JHARKHAND	Amulya Mahatha, S/O-Chakradhar Mahatha, At-Chandankiyari, Puruliya Road, Bokaro, Jharkhand(828303)
155	GODDA	GODDA	JHARKHAND	Randhir Jaiswal, S/O-Gangadhar Jaiswal, At- Lehari Tola, Bhagalpur Road, Opp-BSNL Tower, Mahila

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S.N.	Name of Branch	District	State	Branch Address
				College, Godda, Jharkhand(814133)
156	Sitamari	SITAMARI	BIHAR	Malti Devi, W/O= Ram Kisul Lal, At-Shanti Nagar, P/S-Mehsaol, Dist-Sitamadhi, Bihar(843301)
157	KASIMBAZAR	MURSHIDABAD	WEST BENGAL	Jayanta Das, S/O-Radharaman Das, Vill/PO-banjetia, P/S-Berhampore, Dist-Murshidabad(742102)
158	Narayanpur AS	LAKHIMPUR	ASSAM	Vedika Credit Capital Ltd. Mr. Mahendra Kumar Saikai S/O - Late Bhogeswar Saikia Ward No - 1 PO - Madhabpur PS - Narayanpur Dist - Lakhimpur Pin Code - 784164 Assam
159	Mohanpur	WEST TRIPURA	TRIPURA	Mr. Rajesh Ghosh, S/O-Haridas Ghosh, Ward-01, West Trangapur, PO-Mohanpur, PS- Sidai, Dist-West Tripura(799211)
160	Cooch Bihar	COOCHBIHAR	WEST BENGAL	Mr. Rabin Dutta, S/O-Ajit Kumar Dutta, Vill-Sonarbangla, Natunpally, P/O-Khagrabari, P/S-Pundibari, Dist-Coochbehar, West Bengal(736101)
161	DHUPGURI	JALPAIGURI	WEST BENGAL	Mrs. Vijay Basak, S/o-Pran Gopal Basak, Vivekanand Para, Bairatiguri, Ward no-11, Po/Ps-Dhupguri, Dist-Jalpaiguri, West Bengal (735210)
162	ALIPUR DUAR	JALPAIGURI	WEST BENGAL	Mrs. Maya Choudhary, C/O-Lt. Gurudas Choudhary, Vill-Birpara, Kathaltala, P/O-Birpara, PS/Dist-Alipurduar(736121)
163	SILIGURI	JALPAIGURI	WEST BENGAL	Smt Madhumita Bose, W/O-Lt Sudhin Bose, Nanibala Devi Sarani, South Bharat Nagar, Word No-24, P/o-Silliguri Town, P/s-Silliguri, Dist-Darjeeling, West Bengal(734004)
164	Jalpaiguri	JALPAIGURI	WEST BENGAL	Mrs. Jayanti Guha Roy, W/O-Lt. Ashok Guha Roy, At-New Town Para, (Back Side Ananda Moyi Kali Bari), P/O-Mohanta Para, PS/Dist-Jalpaiguri(735101)
165	Malda	MALDA	WEST BENGAL	Mrs. Biswajit Chakraborty, S/O-Lt. Khagendra Narayan Chakraborty, Vill-Malancha, Pally, P/O-Mokdumpur, P/S-English Bazar, Dist-Malda(732103)
166	Tufanganj	COOCH BIHAR	WEST BENGAL	Mr. Amal Chandra Barma, C/O-Dobariya Barma, Vill-Gandhipara, PO/PS-Tufanganj, Dist-Coochbehar(736159)

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S.N.	Name of Branch	District	State	Branch Address
167	Raghunathgunj	MURSHIDABAD	WEST BENGAL	Mrs.Khama Ghosh,W/O-Sachin Ghosh,Vill-Gopalnagar,PO/PS-Raghunathgunj,Dist-Murshidabad(742225)
168	Dinhata	COOCH BIHAR	WEST BENGAL	Mrs.Namita Barman,W/O-Atul Chandra Barman,Vill-Bhangni Part-02,P/O-Nigam Nagar,P/S- Dinhata,Dist-Coochbehar(736169)
169	Kandi	MURSHIDABAD	WEST BENGAL	Mrs.Soumendra Nath Dutta,C/O-Subhas Chandra Dutta,Vill-Baje Dohaliya,PO/PS-Kandi,Dist-Murshidabad(742137)
170	Bagdogra	DARJEELING	WEST BENGAL	Achintya Kumar Ghosh,S/O-Lt.Ahir Ch.Ghosh,Vill-Rupsinghjote(Gussainpur),PO/PS-Bagdogra,Dist-Darjeeling(734014)
171	Gazole	MALDA	WEST BENGAL	Mr.Swapan Kumar Sikder,C/O-Sri Bhupendra Nath Sikdar,Vill-Vivekananda Pally,PO/PS-Gazole,Dist-Malda(732124)
172	Pakuahat	MALDA	WEST BENGAL	Rajendra Prasad Bhakat,S/O- Sarju Bhakat,Vill/PO-Pakuahat,P/S-Bamangola,Dist-Malda(732138)
173	MARKONA	BALESWAR	ODISHA	Mrs. Manorama Mahakud,W/O-Abhimanyu Mahakud,At-Ria,PO-Markona,PS-Simulia,Dist-Baleswar,Odisha(756126)
174	Belonia	SOUTH TRIPURA	TRIPURA	Mr.Kajal Kumar Mahajan,S/O-Late Hrendra Mahajan,At-Satmura,Ward-11,P/O-Sarasim,P/S-Belonia,Dist- South Tripura(799155)
175	Amarpur	GOMATI	TRIPURA	Mr.Bikash Chandra Saha,S/O-Sachindra Chandra Saha,Ward-10,P/O-Amarpur,P/S-Birganj,Dist-Gomoti,Tripura(799101)
176	RAJGANJ	DHANBAD	JHARKHAND	Smrita Munshi,W/O-Arvind Kumar Munshi,At-Daludih,Near Choudhary Nursing Home,Rajabhitha Alias Rajganj,Dhanbad,Jharkhand(828113)
177	Khowai	KHOWAI	TRIPURA	Mr.Bijoy Das,S/O-Lt Paresch Chandra Das,At Ganki,Ward-14,P/O-Ganki,P/S-Khowai,Dist-Khowai,Tripura(799102)
178	DALTONGANJ	PALAMU	JHARKHAND	Mr.Pranav Kumar,S/O-Lt Gupteshwar Nath Singha,House No-182,Usha Kunj, baralota,Suresh Singh Chowk,Road No-2,P/O-G.L.A College,Medininagar,Dist-Palamu, Jharkhand(822101)

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S.N.	Name of Branch	District	State	Branch Address
179	RAJSUNAKHALA	NAYAGARH	ODISHA	Mrs.Rasmita Pradhan,W/O-Sadananda Pradhan,At-Jokiladala Khajuripada,P/O-Bania,P/S-Baideswar,Dist-Cuttack,Odisha(754009)
180	BAHERI	DARBHANGA	BIHAR	Ram Narayan Mandal, S/O-Lt. Gopai Mandal, Baheri, PO/PS-Baheri, Dist-Darbhanga, Bihar (847105)
181	KAMALPUR	DHALAI	TRIPURA	Shibani Gope, W/O-Pradip Gope, At-Phulchuri, PO/PS-Kamapur, Dist-West Tripura (799285)
182	RAJDHANVAR	GIRIDIH	JHARKHAND	Sakaldev Prasad Barnwal, S/O-Kati Modi, Panchayat-Chugalakhar, Block-Jamua, Vill-Bhandaro, P/S-Hirodih, Giridih, Jharkhand (825412)
183	MADHUBANI	MADHUBANI	BIHAR	Mr. Bechan Jha, S/O-Lt. Satya Narayan jha, Madhubani Town, Naravatan, P/O-Rajnagar, Madhubani.
184	ZAMANIA	GAZIPUR	UTTAR PRADESH	Ajay Gupta, S/O Lt. Kuldeep Gupta, Add - Madanpura Road Karjahi, Near Railway Station, Post-Zamania, Dist-Ghazipur, U.P (232329)
185	WAZIRGANJ	GAYA	BIHAR	Sh.Jitendra Singh,S/O Lt. Sh Mahendra Singh At Nawadah Road (Kanchan Bhawan), Near Nahar, Main Road, Wazirganj, PO/PS-Wazirganj, Dist-Gaya, Bihar (805131)
186	Barbiga	SHEIKHPURA	BIHAR	Pallawi Kumari, W/O-Vinay Singh, Hanuman Nagar, PO/PS-Barbiga, Dist-Sekhpura, Bihar (811101)
187	KHAGARIA	KHAGARIA	BIHAR	Binod Prasad Singh, S/O-Tara Prashad Singh, At-Khagaria, Ward No.-26, Baluwahi Mahila College Road Khagaria, PO/PS-Khagaria, Dist-Khagaria, Bihar (851205)
188	BELAKOBA	JALPAIGURI	WEST BENGAL	Dakhin para, Buniyadpur, banshihari, dakshin dinajpur,733121
189	BIHIYA	BHOJPUR	BIHAR	Rajiv Ranjan Singh, S/O-Lt. Ranvijay Singh, Mohalla-Mela Road Bihiya, Ward No-03, Near Post Office, P/O-Bihiya, Dist Bhojpur, Bihar (802152)
190	MACHHALI SAHAR	BARANASHI	UTTAR PRADESH	Mr. Gulab Chandra, S/O-Lt. Mahaveer, Near Mirpur Tiraha, Mohalla-Kripa Shanker Nagar, PO/PS-Machhali Shahr, Dist-

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S.N.	Name of Branch	District	State	Branch Address
				Jaunpur, U.P (222143)
191	BARABANKI	BARABANKI	UTTAR PRADESH	Mohd Akeel, S/O-Ajimulla, At-Badel Road, Near Paynear Chauraha, Lakhpedabad, Dist-Barabanki, UttarPradesh (225001)
192	BAGUIATI	NORTH 24-PARGANAS	WEST BENGAL	Mr. Bablu Patra, S/O-Panchanan Patra, At-Plot-B, Gitanjali, Jhibagan, hatiara, P/o-Hatiara, P/s-New town, Dist-North-24-Praganas (700157)

**Subsidiary details:** Nil

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

S. No.	Name	Designation	Profile
1	Mr. Pradeep Sharma.	Operation Head	He is Operation Head of the Company. He is graduate by qualification and has over 19 years' experience in micro finance sector. His in-depth knowledge of the field and the sector makes him a very vital component of the micro finance sector
2	Mr. Abhishek Agarwal	Chief Financial Officer	He is Chief Financial Officer of the Company. ACS and MBA (Finance) by qualification, he is managing the financial actions of a company including tracking cash flow and financial planning as well as analysing the company's financial strengths and weaknesses and proposing corrective actions, all strategic and tactical matters as they relate to budget management, cost benefit analysis, forecasting needs and the securing of new funding. He has over 10 years' experience in micro finance sector.
3	Mr. Gaurav Vohra	Company Secretary	He is the Company Secretary of the company. ACS and Law graduate by qualification, he looks after the corporate and other statutory compliances of the Company & he is responsible for the efficient administration of a company, particularly with regard to ensuring compliance with statutory and regulatory requirements and for ensuring that decisions of the board of directors are implemented.
4	Mr. Kunal Pandey	Risk and Audit Head	Kunal Pandey is the Risk Head at Vedika Credit Capital Ltd. He has successfully led the development and expansion of the company's E-Rickshaw and Micro Business Loan products, building strong foundations for growth and financial inclusion. Currently, he drives Vedika's risk management, credit governance, and process innovation, with a focus on automation, compliance, and data-driven decisioning to ensure sustainable and responsible scaling.

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S. No.	Name	Designation	Profile
5	Mr. Milan Singh	Chief Technology Officer	Mr. Milan is responsible for company's IT strategy and its sub-systems Integration. He spearheaded leads the team responsible for implementing of various Software, IT infrastructure & Security, Asset Management and other Digital Initiatives. Mr. Milan's career spans more than 8 years, with leading position in System Analysis, Managing, Designing and Implementing of Web & Mobile Application for various MFI's, Societies, Trusts, Cooperatives and Government Department in multiple states.

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

Sr. No.	Name of the Director	Designation	Occupation	DIN	Address
1	Gautam Jain	Managing Director	Business	00367524	Poddar Bagan, Harmu Road, Ranchi, Jharkhand - 834001
2	Vikram Jain	Whole Time Director	Business	00367570	Poddar Bagan, Harmu Road, Ranchi, Jharkhand - 834001
3	Deep Kumar Hessa	Director	Professional	03452241	S/o Debra Hessa, H/o B. N. Singh Professor Colony, Karam Toli Ranchi - 834008
4	Maqsoodul Hasan Ansari	Independent Director	Professor	08188472	S/o Sher Mohammad, B1, Shafa Appartment, A-7, Ashok Nagar Near Perfect Service Center, Kadru Ranchi – 834002
5	Mukul Praween Ekka	Nominee Director	Banker	10862200	Flat No.1/D, Trinity Apartment, B Block, Alkapuri, Dibdih By Pass Road, Doranda, Ranchi, Jharkhand- 834002, India
6	Hari Babu Shukla	Independent Director	Ex-Banker	09595868	E/502, DSK Garden Enclave, Sr. No. 37, Parge Nagar, Off NIBM Road, Near Welcome Hall, Kondhwa, Pune City, Pune - 411048, Maharashtra

## 5.2 MANAGEMENT PERCEPTION OF RISK FACTORS:

Please refer to Section 4 of the General Information Document.

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### 5.3 RISKS RELATED TO THE BUSINESS OF THE ISSUER

Please refer to Section 4 of the General Information Document.

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

(i) Statutory Dues:

Sr. No.	Nature	Number of Cases	Amount Involved (INR)
<b>Direct Tax</b>			
1.	E Proceedings	9	Not Ascertainable*
2.	Response to Outstanding Demand	5	5,40,59,675
3.	Appeal preferred by the Company	2	5,06,32,000
<b>Indirect Tax</b>			
1.	TDS**	5	5,51,691.78

These are outstanding demand pending for response which are mainly due to improper query or unworthy reasons which do not have grounds for further query to be raised. Vedika has a pending demand case with ITAT(Appeal) Kolkata for an amount of Rs.70.09 Lakhs which is likely to be in favour of Vedika Credit Capital Ltd.

The response in the major two cases have been filed. In one of the cases the Income tax department has raised issue for treatment of share application money and has treated as income, due to which the resolution is pending to be closed and in other case, the loan availed from one of the lender is treated as cash credit the closure is pending with the department.

The response to the demand notice issued are the cases in which the expense is disallowed by the income tax department which are in normal course of the business. These are likely to be in favour of the company.

\*While the number of proceedings are known the amount involved is not known, hence mentioned as not ascertainable.

\*\*To the extent quantifiable excluding interest and penalty thereon.

(i) Debentures and interest thereon: Nil

(ii) Deposits and interest thereon: Nil

(iii) Loan from any bank or financial institution and interest thereon: Nil

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

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Name of Nodal/Compliance officer	Designation	Address	Phone No.	Email ID
Gaurav Kumar Vohra	Company Secretary	404, Shrilok Complex, 4th Floor, H.B. Road, Ranchi - 834001, Jharkhand, India	9135001217	gaurav.cs@teamvedika.com

**5.6 Registrar of the Issue:** Niche Technologies Private Limited

**5.7 Valuation Agency:** Not Applicable

**5.8 Auditors:**

Name of the Auditor	Address	Date of appointment
M/s S.K. Bhageria & Associates	1124, Hubtown Solaris, N.S Phadke Marg, Opp. Telli Gali, Andheri East, Mumbai, Maharashtra – 400069, India	30-09-2024

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

Nil

**5.10 Particulars of the Offer:**

<b>Financial position of the Company for the last 3 (three) financial years</b>	As set out in Annexure X of this Key Information Document.
<b>Date of passing of Board Resolution</b>	Board resolution dated April 17, 2025 and November 13, 2025, in relation to the issuance of the Debentures. A copy of the resolution has been annexed hereto in <b>Annexure V</b> of this Key Information Document respectively.
<b>Date of passing of resolution in the general meeting, authorizing the offer of securities</b>	Shareholders resolutions under Section 180(1)(a) and Section 180(1)(c) of the Act dated April 21, 2025. The copies of the resolutions are attached in <b>Annexure VI</b> hereto respectively.
<b>Kind of securities offered (i.e.)</b>	<b>Issue Size:</b> Issue of up to 2,000 (Two Thousand) senior, secured, rated, listed, redeemable, taxable, transferrable, non-convertible

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<b>whether share or debenture) and class of security; the total number of shares or other securities to be issued</b>	<p>debentures, each having a face value INR 1,00,000/- (Indian Rupees One Lakh Only) aggregating up to INR 20,00,00,000/- (Indian Rupees Twenty Crores Only) and a green shoe option to retain oversubscription of up to 1,000 (One Thousand) senior, secured, rated, listed, redeemable, taxable, transferrable, non-convertible debentures, each having a face value INR 1,00,000/- (Indian Rupees One Lakh Only) aggregating up to INR 10,00,00,000/- (Indian Rupees Ten Crores Only) in total aggregating up to INR 30,00,00,000/- (Indian Rupees Thirty Crores Only) in a dematerialised form, on a private placement basis.</p> <p><b>Base Issue:</b> Issue of up to 2,000 (Two Thousand) senior, secured, rated, listed, redeemable, taxable, transferrable, non-convertible debentures, each having a face value INR 1,00,000/- (Indian Rupees One Lakh Only) aggregating up to INR 20,00,00,000/- (Indian Rupees Twenty Crores Only) in a dematerialised form, on a private placement basis.</p> <p><b>Green Shoe:</b> Issue of up to 1,000 (One Thousand) senior, secured, rated, listed, redeemable, taxable, transferrable, non-convertible debentures, each having a face value INR 1,00,000/- (Indian Rupees One Lakh Only) aggregating up to INR 10,00,00,000/- (Indian Rupees Ten Crores Only) in a dematerialised form, on a private placement basis.</p>
<b>Price at which the security is being offered, including premium if any, along with justification of the price</b>	The Debentures are being offered at face value of INR 1,00,000/- (Indian Rupees One Lakh Only) per Debenture.
<b>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</b>	Not Applicable as the Debentures are being offered at face value of INR 1,00,000/- (Indian Rupees One Lakh Only) per Debenture.
<b>Relevant date with reference to which the price has been arrived at (Relevant Date)</b>	Not applicable as each Debenture is a non-convertible debt instrument which is being issued at face value of INR 1,00,000/- (Indian Rupees One Lakh Only).

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means a date at least 30 days prior to the date on which the general meeting of the Company is scheduled to be held)	
The class or classes of persons to whom the allotment is proposed to be made	Please refer to ' <i>Eligible Investors</i> ' under Section 4.7 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
The proposed time within which the allotment shall be completed	<p>The Debentures will be deemed to be allotted on December 22, 2025 ("<b>Deemed Date of Allotment</b>"), and the Company will ensure that the Debentures are credited into the demat accounts of the holders of the Debentures ("<b>Debenture Holders</b>") within 1 (One) Business Days from the Deemed Date of Allotment, each in accordance with the debenture trust deed ("<b>Debenture Trust Deed</b>") to be entered into between the Company and the debenture trustee ("<b>Debenture Trustee</b>").</p> <p>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.</p>
The names of the proposed allottees and the percentage of post private placement capital	Not Applicable

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<b>that may be held by them [Not applicable in case of issue of non-convertible debentures]</b>			
<b>The change in control, if any, in the company that would occur consequent to the private placement</b>	Not Applicable		
<b>The number of persons to whom allotment on preferential basis / private placement / rights issue has already been made during the year, in terms of securities as well as price</b>	Nil		
<b>The justification for the allotment proposed to be made for consideration other than cash together with valuation report of the registered valuer</b>	Not Applicable		
<b>Amount which the Company intends to raise by way of proposed offer of securities</b>	Issue of up to 2,000 (Two Thousand) senior, secured, rated, listed, redeemable, taxable, transferrable, non-convertible debentures, each having a face value INR 1,00,000/- (Indian Rupees One Lakh Only) aggregating up to INR 20,00,00,000/- (Indian Rupees Twenty Crores Only) and a green shoe option to retain oversubscription of up to 1,000 (One Thousand) senior, secured, rated, listed, redeemable, taxable, transferrable, non-convertible debentures, each having a face value INR 1,00,000/- (Indian Rupees One Lakh Only) aggregating up to INR 10,00,00,000/- (Indian Rupees Ten Crores Only) in total aggregating up to INR 30,00,00,000/- (Indian Rupees Thirty Crores Only).		
<b>Terms of raising</b>	<table> <tr> <td><b>Duration, if</b></td><td>Up to 28 (Twenty-Eight) months from the Deemed</td></tr> </table>	<b>Duration, if</b>	Up to 28 (Twenty-Eight) months from the Deemed
<b>Duration, if</b>	Up to 28 (Twenty-Eight) months from the Deemed		

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<b>securities:</b>	<b>applicable:</b>	Date of Allotment – April 22, 2028.  The proposed interest payment and redemption schedules are set out in <b>Annexure IV</b> of this Key Information Document.
	<b>Rate of Interest or Coupon:</b>	11.50% p.a.p.m (Eleven point five zero percent per annum) and payable monthly.  Please refer to the row titled 'Coupon Rate' in Section 2.7 (Issue Details) of the Key Information Document.
	<b>Mode of Payment</b>	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 4 this Key Information Document.
	<b>Mode of Repayment</b>	cheque(s) / electronic clearing services (ECS)/credit through RTGS system/funds transfer
<b>Proposed time schedule for which the Issue/Offer Letter is valid</b>	Issue Open Date: December 19, 2025 Issue Closing Date: December 19, 2025 Pay-in Date: December 22, 2025 Deemed Date of Allotment: December 22, 2025	
<b>Purpose and objects of the Issue/Offer</b>	Please refer to section named "Details of the <i>utilization of the Issue Proceeds</i> " in Section 2.7 (Issue Details) of this Key Information Document.	
<b>Contribution being made by the promoters or directors either as part of the offer or separately in furtherance of such objects</b>	Nil	
<b>Principal terms of assets charged as security, if applicable</b>	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 2.7 (Issue Details) of this Key Information Document.	
<b>The details of significant and material orders passed by the Regulators,</b>	Nil	

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Courts and Tribunals impacting the going concern status of the Company and its future operations

The pre-issue and post-issue shareholding pattern of the Company in the following format:

S. No.	Category	Pre-issue		Post-issue	
		No. of shares held	Percentage (%) of shareholding	No. of Shares held	% of share holding
A	Promoters' holding				
	Indian				
1	Individual	1,24,00,278	33.43%	1,24,00,278	33.43%
	Bodies Corporate	0	0.00%	0	0.00%
	Sub-total	1,24,00,278	33.43%	1,24,00,278	33.43%
2	Foreign promoters				
	Sub-total (A)	0	0.00%	0	0.00%
B	Non-promoters' holding				
1	Institutional Investors	0	0.00%	0	0.00%
2	Non-Institutional Investors				
	Private Corporate Bodies	16906192	45.58%	16906192	45.58%
	Directors and relatives	0	0.00%	0	0.00%
	Indian public	4432522	11.95%	4432522	11.95%
	Others (including Non-resident Indians and Non-Promotor- Non Public shareholding)	3356185	9.05%	3356185	9.05%
	Sub-total (B)	24694899	66.57%	24694899	66.57%
	GRAND TOTAL	3,70,95,177	100.00%	3,70,95,177	100.00%

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**5.11 Mode of payment for subscription:**

- Cheque
- Demand Draft
- Other Banking Channels

**5.12 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):	<b>(Rs in Lakhs)</b>				
	<b>Particulars</b>	<b>Fiscal FY 25-26 (Up to September 30, 2025)</b>	<b>Fiscal FY 24-25</b>	<b>Fiscal FY 23-24</b>	<b>Fiscal FY 22-23</b>
	Remuneration of Managing Director & Whole Time Directors	10920000	21840000	12000000	12000000
	Remuneration of Other Directors	Nil	Nil	Nil	Nil

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<p><b>In purchase or acquisition of any immovable property including indirect acquisition of immovable property for which advances have been paid to third parties, disclosures regarding:</b></p> <p>(i) the names, addresses, descriptions and occupations of the vendors;</p> <p>(ii) the amount paid or payable in cash, to the vendor and where there is more than one vendor, or the company is a sub-purchaser, the amount so paid or payable to each vendor, specifying separately the amount, if any, paid or payable for goodwill;</p> <p>(iii) the nature of the title or interest in such property proposed to be acquired by the company; and</p> <p>(iv) the particulars of every transaction relating to the property completed within the two preceding years, in which any vendor of the property or any person who is or was at the time of the transaction, a promoter or a director or proposed director of the company, had any interest, direct or indirect, specifying the date of the transaction and the name of such promoter, director or proposed director and stating the amount payable by or to such vendor, promoter,</p>	<p>Not Applicable</p>
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<p><b>director or proposed director in respect of the transaction:</b></p> <p>Provided that if the number of vendors is more than five, then the disclosures as required above shall be on an aggregated basis, specifying the immovable property being acquired on a contiguous basis with mention of the location/total area and the number of vendors from whom it is being acquired and the aggregate value being paid. Details of minimum amount, the maximum amount and the average amount paid/ payable should also be disclosed for each immovable property.</p>	
<p><b>If:</b></p> <p>(i) 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</p> <p>(ii) by reason of that acquisition or anything to be done in consequence thereof or in connection therewith, that body corporate shall become a subsidiary of the company, a report shall be made by a Chartered Accountant (who shall be named in the issue document) upon –</p>	<p>Not Applicable</p>

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<p>A. the profits or losses of the other body corporate for each of the three financial years immediately preceding the issue of the issue document; and</p> <p>B. the assets and liabilities of the other body corporate as on the latest date to which its accounts were made up.</p>	
<p>The said report shall:</p> <p>(a) 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</p> <p>(b) 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 above</p>	<p>Not Applicable</p>
<p>The broad lending and borrowing policy including summary of the key terms and conditions of the term loans</p>	<p>Not Applicable</p>

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such as re-scheduling, prepayment, penalty, default; and where such lending or borrowing is between the issuer and its subsidiaries or associates, matters relating to terms and conditions of the term loans including re-scheduling, prepayment, penalty, default shall be disclosed.					
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.	Not Applicable				
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	Name	Nature of Expense	2025	2024	2023
	Anita Jain	Rent & Remuneration	246000	150000	175000
	Vinita Jain	Rent & Remuneration	150000	150000	175000
	Gautam Jain	Remuneration & Sitting Fees	13104000	6000000	6000000
	Vikram Jain	Remuneration & Sitting Fees	8736000	6000000	6000000
	Ummed Mal Jain	Sitting Fees	0.00	30000	30000
	Abhishek Agarwal	Remuneration	36432000	3312000	2550000
	Gaurav Kumar Vohra	Remuneration	1105000	958000	825000
	Deep Kumar Hessa	Sitting Fees	35000	30000	30000
	Kanta Devi Jain	Rent & Remuneration	300000	300000	350000

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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 the said reservations or qualifications or adverse remark	Nil
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
Details of acts of material frauds committed against the company in the last three years in any, and if so, the action taken by the company	Nil

#### 5.13 Financial Position of the Company:

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

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The authorized, issued, subscribed and paid up capital (number of securities, description and aggregate nominal value)	As of September 30, 2025	Authorised Capital	Issued Capital	Subscribed Capital	Paid up Capital
	Number of equity shares (In Number of Securities)	39000000	37095177	37095177	37095177
	Nominal amount per equity share (in INR)	10	10	10	10
	Total amount of equity shares (in INR Lakhs)	390000000	370951770	370951770	370951770
	Number of preference shares (In Number of Securities)	1000000	0	0	0
	Nominal amount per preference shares (in INR)	10	10	10	10
	Total amount of preference shares (in INR Lakhs)	10000000	0	0	0
<b>Size of the Present Offer</b>	Issue of up to 2,000 (Two Thousand) senior, secured, rated, listed, redeemable, taxable, transferrable, non-convertible debentures, each having a face value INR 1,00,000/- (Indian Rupees One Lakh Only) aggregating up to INR 20,00,00,000/- (Indian Rupees Twenty Crores Only) and a green shoe option to retain oversubscription of up to 1,000 (One Thousand) senior, secured, rated, listed, redeemable, taxable, transferrable, non-convertible debentures, each having a face value INR 1,00,000/- (Indian Rupees One Lakh Only) aggregating up to INR 10,00,00,000/- (Indian Rupees Ten Crores Only) in total aggregating up to INR 30,00,00,000/- (Indian Rupees Thirty Crores Only) in a dematerialised form, on a private placement basis, issued by the Company, pursuant to the terms of the General Information Document read along with this Key Information Document.				
<b>Paid-up Capital:</b>					
a. After the offer:	a. 370951770				
b. After the conversion of convertible	b. 370951770				

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instruments (if applicable)						
<b>Share Premium Account:</b> <b>a. Before the offer:</b> <b>b. After the offer:</b>			As of September 30, 2025: No change in share premium account of the Company as this is an issuance of non-convertible debt instrument.			
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:						
Date of allotment	Class of shares allotted	No. of shares allotted	Share Capital of the Company (Until before the issue since the incorporation)			
			Face value of the shares allotted (INR)	Premium per share (INR)	Subscription Amount (INR)	Form of consideration
15-03-95	Equity	300	10.00	-	3,000	Cash & Bank
30-03-96	Equity	759000	10.00	-	7,590,000	Cash & Bank
29-03-97	Equity	37000	10.00	-	370,000	Cash & Bank
29-03-03	Equity	154000	10.00	40.00	7,700,000	Cash & Bank
31-03-05	Equity	322300	10.00	10.00	6,446,000	Cash & Bank
31-03-06	Equity	1324400	10.00	10.00	26,488,000	Cash & Bank
31-10-06	Equity	1205000	10.00	10.00	24,100,000	Cash & Bank
31-03-07	Equity	665000	10.00	10.00	13,300,000	Cash & Bank
28-09-07	Equity	532500	10.00	10.00	10,650,000	Cash & Bank
31-03-08	Equity	75000	10.00	10.00	1,500,000	Cash & Bank
18-06-12	Equity	500000	10.00	10.00	10,000,000	Cash & Bank
29-03-14	Equity	1460000	10.00	15.00	36,500,000	Cash & Bank
19-02-16	Equity	1114800	10.00	15.00	27,870,000	Cash & Bank

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15-07-16	Equity	120000	10.00	15.00	3,000,000	Cash & Bank
25-07-16	Equity	206000	10.00	15.00	5,150,000	Cash & Bank
10-08-16	Equity	486000	10.00	15.00	12,150,000	Cash & Bank
22-08-16	Equity	399200	10.00	15.00	9,980,000	Cash & Bank
03-09-16	Equity	307648	10.00	15.00	7,691,200	Cash & Bank
17-09-16	Equity	211600	10.00	15.00	5,290,000	Cash & Bank
26-09-16	Equity	28000	10.00	15.00	700,000	Cash & Bank
27-03-18	Equity	3120686	10.00	19.00	90,499,894	Cash & Bank
04-08-18	Equity	995685	10.00	20.13	29,999,989.05	Cash & Bank
25-03-19	Equity	3250800	10.00	20.13	97,946,604	Cash & Bank
28-08-20	Equity	485000	10.00	30.00	19,400,000	Cash & Bank
25-09-20	Equity	2000000	10.00	30.00	80,000,000	Cash & Bank
30-09-20	Equity	2500000	10.00	30.00	100,000,000	Cash & Bank
24-03-23	Equity	1703750	10.00	30.00	68,150,000	Cash & Bank
26-03-23	Equity	1375000	10.00	30.00	55,000,000	Cash & Bank
30-03-21	Equity	1125000	10.00	30.00	45,000,000	Cash & Bank
10-05-22	Equity	1105650	10.00	30.70	44,999,955	Cash & Bank
17-06-22	Equity	368550	10.00	30.70	14,999,985	Cash & Bank
23-06-22	Equity	1103093	10.00	30.70	44,895,885.10	Cash & Bank
30-06-22	Equity	2366728	10.00	30.70	96,325,829.60	Cash & Bank
30-03-23	Equity	731701	10.00	195.00	149,998,705	Cash & Bank
15-03-24	Equity	682920	10.00	195.00	139,998,600	Cash & Bank
31-03-24	Equity	468461	10.00	122.00	61,836,852	Cash & Bank

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02-05-24	Equity	805142	10.00	122.00	106,278,744	Cash & Bank												
20-06-24	Equity	2999263	10.00	122.00	395,902,716	Cash & Bank												
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 application letter.		<table><tr><th>FY</th><th>PBT (in Rs. Cr)</th><th>PAT (in Rs. Cr)</th></tr><tr><td>FY 2025</td><td>41.10</td><td>30.78</td></tr><tr><td>FY 2024</td><td>36.99</td><td>27.86</td></tr><tr><td>FY 2023</td><td>23.41</td><td>17.01</td></tr></table>					FY	PBT (in Rs. Cr)	PAT (in Rs. Cr)	FY 2025	41.10	30.78	FY 2024	36.99	27.86	FY 2023	23.41	17.01
FY	PBT (in Rs. Cr)	PAT (in Rs. Cr)																
FY 2025	41.10	30.78																
FY 2024	36.99	27.86																
FY 2023	23.41	17.01																
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>FY 2025</th><th>FY 2024</th><th>FY 2023</th></tr><tr><td>Dividend Declared</td><td>Nil</td><td>Nil</td><td>Nil</td></tr><tr><td>Interest Coverage Ratio</td><td>Nil</td><td>Nil</td><td>Nil</td></tr></table>				Year	FY 2025	FY 2024	FY 2023	Dividend Declared	Nil	Nil	Nil	Interest Coverage Ratio	Nil	Nil	Nil	
Year	FY 2025	FY 2024	FY 2023															
Dividend Declared	Nil	Nil	Nil															
Interest Coverage Ratio	Nil	Nil	Nil															
A summary of the		As set out in Annexure X of this Key Information Document.																

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

<b>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</b>	
<b>Audited Cash Flow Statement for the 3 (three) years immediately preceding the date of circulation of this private placement offer cum application letter</b>	As set out in Annexure X of this Key Information Document.
<b>Any change in accounting policies during the last 3 (three) years and their effect on the profits and the reserves of the Company</b>	Not Applicable

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

**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**

**Initial of the officer of the Company designated to keep the record.**

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

**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.

I am authorized by the Board of Directors of the Issuer vide resolution dated April 17, 2025, and November 13, 2025, 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.

The Issuer declares that the Key Information Document in relation to the issue of Debentures has been perused by the Board of Directors and the final responsibility for the information provided in the Key Information Document in relation to the Debentures lies with the Board of Directors.

For **VEDIKA CREDIT CAPITAL LIMITED**

For Vedula Credit Capital Ltd

Gaurav Kumar Vohra

Name: Gaurav Kumar Vohra  
Company Secretary

Title: Company Secretary Promoter Director

Place: Ranchi, India

Date: December 15, 2025

For Vedula Credit Capital Ltd

Vikram Jain

Authorised Signatory

Name: Vikram Jain

Title: Whole Time Director

Place: Ranchi, India

Date: December 15, 2025

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

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

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Date: 30 June 2025

**Mr. Gautam Jain**

Managing Director

**Vedika Credit Capital Limited**

406, Shrilok Complex, 4<sup>th</sup> Floor, HB Road,

Ranchi- 834001

Dear Sir,

**Credit rating for Bank loan facilities and Non-Convertible Debentures (NCDs)**

After taking into account all the relevant recent developments including the operational and financial performance of your company for FY25 and your acceptance of rating through email dated 27 June 2025,

1. Our Rating Committee has reviewed the following ratings:

Facilities	Amount (Rs. crore)	Current Ratings	Previous Ratings	Rating Action
Long Term Fund Based Bank Facilities – Term Loans	589.95 (Decreased from 665.55)	IVR A-/ Stable (IVR A Minus with stable outlook)	IVR A-/ Stable (IVR A Minus with stable outlook)	Rating reaffirmed
Proposed Long Term Fund Based Bank Facilities – Term Loans	810.05 (Increased from 734.45)	IVR A-/ Stable (IVR A Minus with stable outlook)	IVR A-/ Stable (IVR A Minus with stable outlook)	Rating reaffirmed
Non-Convertible debentures (NCDs)	200.61	IVR A-/ Stable (IVR A Minus with stable outlook)	IVR A-/ Stable (IVR A Minus with stable outlook)	Rating reaffirmed
Non-Convertible debentures (NCDs)	100.00	IVR A-/ Stable (IVR A Minus with stable outlook)	-	Rating assigned
Proposed Non-Convertible Debentures (NCDs)	900.00	IVR A-/ Stable (IVR A Minus with stable outlook)	-	Rating assigned
Proposed Non-	74.39	IVR A-/ Stable	IVR A-/ Stable	Rating

Head Office : Flat No. 104/108, First Floor Golf Apartments, Sujan Singh Park, Maharishi Ramanna Marg, New Delhi - 110003, (INDIA)

Phone : 011 - 41410244, 40154576, 24611910, 24654796 Fax : 011 - 24627549

Corporate Office : Office No. 1102,1103,1104, B-Wing, Kanakia Wall Street, Off. Andheri Kurla Road,Andheri East, Mumbai-400093, (INDIA)

Phone No. : 022 - 62396023, 62396053 E-mail : info@infomerics.com, Website : www.infomerics.com

CIN : U32202DL1986PLC024575

Facilities	Amount (Rs. crore)	Current Ratings	Previous Ratings	Rating Action
Convertible Debentures (NCDs)		(IVR A Minus with stable outlook)	(IVR A Minus with stable outlook)	Reaffirmed
<b>Total</b>	<b>2,675.00</b> <b>(Rupees Two Thousand Six Hundred Seventy-Five Crore Only)</b>			

2. Details of the credit facilities are attached in **Annexure I**. Our rating symbols for long-term and short-term ratings and explanatory notes thereon are attached in **Annexure II**.
3. The press release for the rating(s) will be communicated to you shortly.
4. The above rating is normally valid for a period of one year from the date of the rating committee (that is, **June 27, 2026**).
5. If the proposed long term / short term facility (if any) is not availed within a period of six months / three months respectively from the date of this letter, then the rating may please be revalidated from us before availing the facility.
6. INFOMERICS reserves the right to undertake a surveillance/review of the rating(s) from time to time, based on circumstances warranting such review, subject to at least one such review/surveillance every year.
7. A formal surveillance/review of the rating is normally conducted within 12 months from the date of initial rating/last review of the rating. However, INFOMERICS reserves the right to undertake a surveillance/review of the rating more than once a year if in the opinion of INFOMERICS, circumstances warrant such surveillance/review.
8. **You shall provide us with a No Default Statement as at the last date of the month on the first date of succeeding month without fail.** The NDS shall be mailed every month to [nds@Infomerics.com](mailto:nds@Infomerics.com) and to the mail id of the undersigned.
9. **You shall provide the quarterly performance results/quarterly operational data (being submitted to Banks) to us within 6 weeks from the close of each calendar quarter for our review/monitoring.**
10. You shall furnish all material information and any other information called for by INFOMERICS in a timely manner, for monitoring the rating assigned by INFOMERICS. In the event of failure on your part in furnishing such information, to carry out continuous monitoring of the rating of the bank facilities, INFOMERICS shall carry out the

review/annual surveillance based on best available information throughout the lifetime of such bank facilities as per the policy of INFOMERICS.

11. Please note that INFOMERICS ratings are not recommendations to buy, sell or hold any security or to sanction, renew, disburse or recall the bank facilities. INFOMERICS do not take into account the sovereign risk, if any, attached to the foreign currency loans, and the ratings are applicable only to the rupee equivalent of these loans.
12. Users of this rating may kindly refer our website [www.infomerics.com](http://www.infomerics.com) for latest update on the outstanding rating.
13. Further, this is to mention that all the clauses mention in the initial rating letter are also stands applicable. If you need any clarification, you are welcome to approach us in this regard.

Thanking you,  
With Regards,

  
**K Sarma Mahesh**  
Rating Analyst  
[kuruba.mahesh@infomerics.com](mailto:kuruba.mahesh@infomerics.com)

  
**Amit Bhuwania**  
Director - Ratings  
[amit.bhuwania@infomerics.com](mailto:amit.bhuwania@infomerics.com)

**Disclaimer:** Infomerics ratings are based on information provided by the issuer on an 'as is where is' basis. Infomerics credit ratings are an opinion on the credit risk of the issue / issuer and not a recommendation to buy, hold or sell securities. Infomerics reserves the right to change or withdraw the credit ratings at any point in time. Infomerics ratings are opinions on financial statements based on information provided by the management and information obtained from sources believed by it to be accurate and reliable. The credit quality ratings are not recommendations to sanction, renew, disburse or recall the concerned bank facilities or to buy, sell or hold any security. We, however, do not guarantee the accuracy, adequacy or completeness of any information which we accepted and presumed to be free from misstatement, whether due to error or fraud. We are 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 us have paid a credit rating fee, based on the amount and type of bank facilities/instruments. In case of partnership/proprietary concerns/Association of Persons (AOPs), the rating assigned by Infomerics is based on the capital deployed by the partners/proprietor/ AOPs and the financial strength of the firm at present. The rating may undergo change in case of withdrawal of capital or the unsecured loans brought in by the partners/proprietor/ AOPs in addition to the financial performance and other relevant factors.

**Annexure I**  
**Details of Rated Facilities/Instruments**

**Bank Facilities.**

**1. Long Term Limits – Fund Based –Term Loans**

(Rs. Crore)

S.No	Name of the lender	Amount	Type of facility	Maturity date
1	NABARD TL-2	6.00	Term Loan	23/09/2026
2	NABARD TL-3	7.00	Term Loan	11/03/2026
3	SIDBI TL-8	21.45	Term Loan	03/05/2026
4	SIDBI TL-9	60.00	Term Loan	04/03/2028
5	Capital Small Finance Bank Ltd TL-4	1.38	Term Loan	16/08/2025
6	Capital Small Finance Bank Ltd TL-5	15.01	Term Loan	26/06/2027
7	ESAF Small Finance Bank Ltd TL-2	1.69	Term Loan	13/09/2025
8	ESAF Small Finance Bank Ltd TL-3	9.78	Term Loan	29/11/2026
9	Canara Bank TL-5	5.67	Term Loan	08/11/2026
10	Canara Bank TL-6	15.00	Term Loan	27/06/2027
11	Bank of Maharashtra TL-3	1.41	Term Loan	31/08/2025
12	Bank of Maharashtra TL-4	7.79	Term Loan	05/06/2026
13	Bank of Maharashtra TL-5	17.94	Term Loan	15/02/2027
14	State Bank of India TL-4	3.09	Term Loan	15/08/2025
15	State Bank of India TL-5	69.10	Term Loan	25/10/2026
16	Indian Overseas Bank TL-5	10.53	Term Loan	27/02/2027
17	Indian Overseas Bank TL-6	18.42	Term Loan	29/09/2028
18	Indian Overseas Bank TL-7	48.42	Term Loan	31/01/2030
19	Indian Overseas Bank TL-8	47.37	Term Loan	01/10/2029
20	Union Bank of India TL-3	0.00	Term Loan	28/02/2025
21	Union Bank of India TL-4	5.00	Term Loan	15/09/2025
22	Union Bank of India TL-5	11.67	Term Loan	05/09/2026
23	Union Bank of India TL-6	29.17	Term Loan	31-04-26
24	Indian Bank TL-2	0.00	Term Loan	19/08/2024
25	Indian Bank TL-3	1.77	Term Loan	20/03/2025
26	Indian Bank TL-4	11.38	Term Loan	30/09/2026
27	Indian Bank TL-5	39.32	Term Loan	29/06/2027
28	IDBI TL-1	0.00	Term Loan	17/12/2024

29	IDBI TL-3	16.24	Term Loan	20/07/2026
30	MUDRA TL-3	3.64	Term Loan	05/10/2025
31	NABKISAN Finance Limited TL-3	1.66	Term Loan	18/05/2025
32	NABKISAN Finance Limited TL-4	8.33	Term Loan	20/05/2026
33	NABKISAN Finance Limited TL-5	13.33	Term Loan	20/03/2027
34	Nabsamruddhi Finance Limited TL-1	5.82	Term Loan	21/11/2025
35	Dhanlaxmi Bank Ltd TL-1	5.00	Term Loan	19/08/2026
36	Dhanlaxmi Bank Ltd TL-2	8.33	Term Loan	20/08/2027
37	Shivalik Small Finance Bank TL-1	5.93	Term Loan	16/06/2026
38	Federal Bank Ltd TL-1	3.75	Term Loan	29/09/2025
39	Federal Bank Ltd TL-2	10.00	Term Loan	31/07/2026
40	Federal Bank Ltd TL-3	10.00	Term Loan	28/03/2027
41	Tourism Finance Corporation of India Ltd TL-1	7.56	Term Loan	15/03/2026
42	AU Small Finance Bank TL-1	25.00	Term Loan	17/03/2027
43	Proposed	810.05	Term Loan	-
	<b>Total</b>	<b>1,400.00</b>		

## 2. Long Term – Instruments – Non-Convertible Debentures (NCDs)

(Rs.Crore)

ISIN	Issue Date	Issue size	Coupon (%)	Maturity date	Listing status
INE04HY07021	31/12/2021	20.61	11.42%	8/12/2025	Unlisted
INE04HY07096	27/03/2024	25	13.50%	26/09/2025	Listed
INE04HY07120	25/06/2024	25	11.90%	25/06/2026	Listed
INE04HY07138	1/7/2024	25	12.78%	26/12/2025	Listed
INE04HY07146	12/8/2024	30	11.90%	12/8/2026	Listed
INE04HY07161	23/09/2024	20	12.00%	23/03/2027	Listed

INE04HY07153	23/09/2024	10	12.00%	23/09/2029	Listed
INE04HY07195	14/10/2024	15	11.60%	14/04/2026	Listed
INE04HY07187	14/10/2024	15	11.80%	14/10/2026	Listed
INE04HY07179	14/10/2024	15	12.00%	14/04/2027	Listed
INE04HY07203	28/01/2025	25	12.00%	28/01/2029	Listed
INE04HY07211	21/02/2025	20	12.00%	21/08/2027	Listed
INE04HY07229	4/4/2025	55	12.00%	4/4/2029	Listed
Proposed	-	974.39	-	-	To be listed
	<b>Total</b>	<b>1275.00</b>			

## ANNEXURE I

### Credit Rating – Long Term Rating Scale

*Long term: Original maturity exceeding one year*

Rating Symbol	Rating Definition
IVR AAA	Securities with this rating are considered to have the highest degree of safety regarding timely servicing of financial obligations. Such securities carry lowest credit risk.
IVR AA	Securities with this rating are considered to have high degree of safety regarding timely servicing of financial obligations. Such securities carry very low credit risk.
IVR A	Securities with this rating are considered to have adequate degree of safety regarding timely servicing of financial obligations. Such securities carry low credit risk.
IVR BBB	Securities with this rating are considered to have moderate degree of safety regarding timely servicing of financial obligations. Such securities carry moderate credit risk.
IVR BB	Securities with this rating are considered to have moderate risk of default regarding timely servicing of financial obligations.
IVR B	Securities with this rating are considered to have high risk of default regarding timely servicing of financial obligations.
IVR C	Securities with this rating are considered to have very high risk of default regarding timely servicing of financial obligations.
IVR D	Securities with this rating are in default or are expected to be in default soon.

**Modifiers {"+" (plus) / "-"(minus)} can be used with the rating symbols for the categories AA to C. The modifiers reflect the comparative standing within the category.**

The above rating scale also applies to rating of bank loans, fixed deposits and other instruments.



## Press Release

**Vedika Credit Capital Limited**

**July 01, 2025**

### Ratings

<b>Instrument / Facility</b>	<b>Amount (Rs. crore)</b>	<b>Current Ratings</b>	<b>Previous Ratings</b>	<b>Rating Action</b>	<b><a href="#">Complexity Indicator</a></b>
Long Term Fund Based Bank Facilities – Term Loans	589.95 (Decreased from 665.55)	IVR A-/ Stable (IVR A Minus with stable outlook)	IVR A-/ Stable (IVR A Minus with stable outlook)	Rating reaffirmed	Simple
Proposed Long Term Fund Based Bank Facilities – Term Loans	810.05 (Increased from 734.45)	IVR A-/ Stable (IVR A Minus with stable outlook)	IVR A-/ Stable (IVR A Minus with stable outlook)	Rating reaffirmed	Simple
Non-Convertible debentures (NCDs)	200.61	IVR A-/ Stable (IVR A Minus with stable outlook)	IVR A-/ Stable (IVR A Minus with stable outlook)	Rating reaffirmed	Simple
Non-Convertible debentures (NCDs)	100.00	IVR A-/ Stable (IVR A Minus with stable outlook)	-	Rating assigned	Simple
Proposed Non-Convertible Debentures (NCDs)	900.00	IVR A-/ Stable (IVR A Minus with stable outlook)	-	Rating assigned	Simple
Proposed Non-Convertible Debentures (NCDs)	74.39	IVR A-/ Stable (IVR A Minus with stable outlook)	IVR A-/ Stable (IVR A Minus with stable outlook)	Rating Reaffirmed	Simple
<b>Total</b>	<b>2,675.00</b> <b>(Rupees Two Thousand Six Hundred Seventy-Five Crore Only)</b>				

**Details of Facilities/Instruments are in Annexure 1. Facility wise lender details are at Annexure 2. Detailed explanation of covenants is at Annexure 3.**

### Detailed Rationale

Infomerics assigns/reaffirms its ratings to bank loan facilities and Non-convertible debentures of Vedika Credit Capital Limited (VCCL) as it continues to derive comfort from, comfortable



## Press Release

capitalisation with proven track record of capital raising ability of the promoters, improved financial profile, adequate systems and processed and experienced management. However, the ratings are constrained by highly leveraged capital structure, average asset quality and inherent risks associated with MFI Industry coupled with intense competition.

Outlook is stable on account of consistent improvement in the overall financial profile of the company and expected growth in AUM in the near to medium term on the back of comfortable capitalisation.

### **Key Rating Sensitivities:**

#### **Upward Factors**

- Substantial and sustained growth in AUM while maintaining healthy capitalisation, profitability and asset quality.

#### **Downward Factors**

- Adverse movements in collection efficiency resulting in increased credit costs.
- Substantial deterioration in AUM levels, profitability, capitalisation levels, liquidity and asset quality.

### **List of Key Rating Drivers with Detailed Description**

#### **Key Rating Strengths**

##### **Comfortable capitalisation with proven track record of capital raising by promoters**

VCCL has maintained a comfortable capital adequacy ratio (CRAR) over the years. Total CRAR was comfortable at 29.66% as on 31 March 2025 (23.47% as on March 31, 2024). During FY25, the promoters have infused fresh capital of Rs. 50.00 crore through dilution of equity. Moreover, the promoters plan to raise funds to the tune of Rs 100.00 crore in FY26 through further dilution of equity.



## Press Release

### **Improved financial profile**

VCCLs AUM has consistently grown over the years and is currently at Rs 1,452.30 Crore in FY25 (refers to the period from 1 April 2024 to 31 March 2025) (Rs 1,379.50 Crore in FY24) which includes Rs 974.51 Crore of own book portfolio and Rs 477.79 Crore of managed loan book. For FY25, company reported total income of Rs 265.55 Crore and PAT of Rs 30.78 crore when compared to total income of Rs 229.21 crore and PAT of Rs 27.86 Crore in FY24. NIM remained healthy at 13.28% for FY25 (11.11% for FY24).

### **Adequate systems and processes**

VCCL has installed good tracking and MIS systems, which are adequate to support future growth expansion. Further, the company has installed monitoring systems to ensure credit bureau checks and loan utilisation checks being conducted in all cases. Further, VCCL has invested significantly in technology to ensure the real-time availability of collection data, e-verification of customer details and cashless disbursements. Internal audits are conducted regularly, and the scope and coverage are in line with industry practices.

### **Experienced and professional management team**

The promoters are engaged into the microfinance business since 2007. Presently, VCCL is managed by a seven-directors governing body headed by Mr. Ummed Mal Jain (Chairman) and his son Mr. Gauta, Jain (Managing Director) who are having more than three decades of experience in the financing and MFI sector. Besides, all the governing body members are well versed with the intricacies of the business operation of microfinance and NBFC.

### **Key Rating Weaknesses**

#### **Average asset quality**

VCCL has managed to keep its collection efficiency around 99% in FY25 despite the challenges faced by MFI industry. VCCL though remains exposed to risks associated with the MFI business which recently faced collection efficiency issues due to various external factors, was able to maintain its asset quality when compared to other players in the industry given its stringent credit appraisal process and loan monitoring systems. The GNPA increased to 2.06% in FY25 from 0.73% in FY24, while NNPA was nil as on March 31, 2025. VCCL's ability



## Press Release

to sustain the asset quality in the new originations and maintain field discipline will be important from a credit perspective.

### **Leveraged capital structure**

Despite promoters infusing funds on an ongoing basis, majority of the growth is funded by external debt which has resulted in a leveraged capital structure. VCCLs overall gearing decreased to 3.45x as on 31 March 2025 (4.60x as on 31 March 2024) due to capital infusion by promoters in FY25. Going forward, reducing the gearing levels further will be a key rating monitorable.

### **Inherent risks associated with MFI industry coupled with intense competition**

Despite venturing into MSME lending, VCCLs product diversification remains low with the concentration primarily being in the microfinance segment which has recently faced headwinds due to various external factors. Also, the company's portfolio remains relatively risky, given the unsecured nature of the loans. Unsecured lending to the marginal borrower profile and the political and operational risks associated with microlending may result in high volatility in the asset quality indicators. The microfinance industry is prone to socio-political and operational risks, which could negatively impact the company's operations and thus its financial position as has been seen during the pandemic coupled with severe competition by other NBFCs and Banks.

**Analytical Approach:** Standalone

**Applicable Criteria:**

[Rating Methodology for Non-Banking Finance companies](#)

[Criteria of assigning Rating Outlook.](#)

[Complexity level of rated instruments/Facilities](#)

[Financial Ratios & Interpretation \(Financial Sector\)](#)

[Policy on Default Recognition and Post-Default Curing Period](#)



## Press Release

### **Liquidity: Strong**

VCCLs liquidity remains strong given the lower tenure of loans extended against higher tenure of loans availed. As on 31 March 2025, VCCL has a adequately matched ALM profile with no negative cumulative mismatches across all the buckets. Also, the company has cash and bank balance of Rs 142.47 Crores, unmarked FDs of Rs 7.34 Crore and unutilised bank facilities of Rs 115.00 Crore.

### **About the company**

VCCL is a Non-Banking Financial Company – Microfinance Institution (NBFC-MFI) registered under Reserve Bank of India (RBI). It started its microfinance on-lending operation in the year 2007 with its head office in Ranchi (Jharkhand), by providing small ticket size loan to poor woman in rural and semi-urban area through Joint Lending Group (JLG) based system and MSME loans.

### **Financials (Standalone)\*:**

Rs in crore

For the year ended/As on*	31-03-2024**	31-03-2025
	(Audited)	(Audited)
Total Income	229.21	265.55
PAT	27.86	30.78
Tangible Networth	205.06	284.30
AUM	1386.50	1452.30
<b><u>Ratios</u></b>		
NIM (%)	11.11	13.28
ROTA (%)	2.73	2.54
Interest Coverage (Times)	1.32	1.33
Total CRAR (%)	23.47	29.66
Gross NPA [Stage III] (%)	0.73	2.06
Net NPA [Stage III] (%)	-	-



## Press Release

Overall Gearing (Times)	4.60	3.45
-------------------------	------	------

**\*Classification as per Infomerics' standards**

**\*\*Restated Financials for FY24.**

**Status of non-cooperation with previous CRA: Not applicable**

**Any other information: NA**

**Rating History for last three years:**

Sr. No.	Name of Instrument/Facilities	Current Ratings (Year 2025-26)			Rating History for the past 3 years			
		Type	Amount outstanding (Rs. crore)	Rating	Date(s) & Rating(s) assigned in 2024-25	Date & Rating(s) assigned in 2023-24	Date(s) & Rating(s) assigned in 2022-23 (31 March 2023)	Date(s) & Rating(s) assigned in 2021-22 (12 October 2022)
1.	Fund Based - Bank Loan Facilities – Term Loans	Long Term	589.95	IVR A-/Stable	IVR A-/Stable (29 Oct 2024) IVR A-/Stable (9 July 2024) IVR A-/Stable (17 June 2024)	IVR A-/Stable (26 December 2023) IVR A-/Stable (22 December 2023) IVR A-/Stable (05 October 2023)	IVR A-/Stable	IVR A-/Stable
2.	Proposed Fund Based -Bank Loan Facilities – Term Loans	Long Term	810.05	IVR A-/Stable	IVR A-/Stable (29 Oct 2024) IVR A-/Stable (9 July 2024) IVR A-/Stable (17 June 2024)	IVR A-/Stable (26 December 2023) IVR A-/Stable (22 December 2023) IVR A-/Stable (05 October 2023)	-	-
3.	Non-Convertible Debentures	Long Term	200.61	IVR A-/Stable	IVR A-/Stable (29 Oct 2024) IVR A-/Stable (9 July 2024) IVR A-/Stable (17 June 2024)	IVR A-/Stable (22 December 2023)	-	-
4.	Non-Convertible Debentures	Long Term	100.00	IVR A-/Stable	-	-	-	-



## Press Release

Sr. No.	Name of Instrument/Facilities	Current Ratings (Year 2025-26)			Rating History for the past 3 years			
		Type	Amount outstanding (Rs. crore)	Rating	Date(s) & Rating(s) assigned in 2024-25	Date & Rating(s) assigned in 2023-24	Date(s) & Rating(s) assigned in 2022-23 (31 March 2023)	Date(s) & Rating(s) assigned in 2021-22 (12 October 2022)
5.	Proposed Non-Convertible Debentures	Long Term	74.39	IVR A-/Stable	IVR A-/Stable (29 Oct 2024) IVR A-/Stable (9 July 2024) IVR A-/Stable (17 June 2024)	-	-	-
6.	Proposed Non-Convertible Debentures	Long Term	900.00	IVR A-/Stable	-	-	-	-
7.	Issuer rating	-	-	-	-	Withdrawn (22 December 2023)	-	IVR A-/Stable

### Analytical Contacts:

Name: Amey Joshi	Name: Sree Harsha
Tel: (022) – 6239 6023	Tel: (022) – 6239 6023
Email: amey.joshi@infomerics.com	Email: sree.harsha@infomerics.com

### About Infomerics:

Infomerics Valuation and Rating Ltd (Infomerics) was founded in the year 1986 by a team of highly experienced finance professionals for research and risk evaluation. Infomerics commenced its activities as External Credit Assessment Institution after obtaining registration from Securities Exchange Board of India (SEBI) and accreditation from Reserve Bank of India (RBI).

Adhering to best international practices and maintaining high degree of ethics, the team of analysts at Infomerics deliver quality credit ratings. Infomerics evaluates wide range of debt instruments which helps corporates access to financial markets and provides investors credit ratings backed by in-depth research. The transparent, robust, and credible ratings have gained the confidence of investors and the banks.



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Infomerics has a pan India presence with Head Office in Delhi and Corporate Office at Mumbai, with branches in major cities and representatives in several locations.

Infomerics also has international presence with credit rating operations in Nepal through its JV subsidiary.

For more information and definition of ratings please visit [www.infomerics.com](http://www.infomerics.com).

**Disclaimer:** Infomerics ratings are based on information provided by the issuer on an 'as is where is' basis. Infomerics credit ratings are an opinion on the credit risk of the issue / issuer and not a recommendation to buy, hold or sell securities. Infomerics reserves the right to change or withdraw the credit ratings at any point in time. Infomerics ratings are opinions on financial statements based on information provided by the management and information obtained from sources believed by it to be accurate and reliable. The credit quality ratings are not recommendations to sanction, renew, disburse or recall the concerned bank facilities or to buy, sell or hold any security. We, however, do not guarantee the accuracy, adequacy or completeness of any information, which we accepted and presumed to be free from misstatement, whether due to error or fraud. We are 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 us have paid a credit rating fee, based on the amount and type of bank facilities/instruments. In case of partnership/proprietary concerns/Association of Persons (AOPs), the rating assigned by Infomerics is based on the capital deployed by the partners/proprietor/ AOPs and the financial strength of the firm at present. The rating may undergo change in case of withdrawal of capital or the unsecured loans brought in by the partners/proprietor/ AOPs in addition to the financial performance and other relevant factors.

### Annexure 1: Details of Facilities/Instrument

Name of Facility/ Instrument	ISIN	Date of Issuance	Coupon Rate (%)	Tenor/ Maturity	Size of Facility/ Instrument (Rs. crore)	Listing status	Rating Assigned/ Outlook
Long Term – Fund Based - Bank Facility –Term Loans	-	-	-	Upto Jan 2030	589.95	NA	IVR A- /Stable
Proposed Long Term – Fund Based – Bank Facility – Term Loans	-	-	-	NA	810.05	NA	IVR A- /Stable
Non-Convertible Debentures	INE04HY0 7021	8 Apr 2022	11.42	8 Dec 2025	20.61	Unlisted	IVR A- /Stable
Non-Convertible Debentures	INE04HY0 7096	27 Mar 2024	13.50	28 Sep 2025	25.00	Listed	IVR A- /Stable



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Non-Convertible Debentures	INE04HY07120	25 June 2024	11.90	25 June 2026	40.00	Listed	IVR A-/Stable
Non-Convertible Debentures	INE04HY07138	1 July 2024	12.78	26 Dec 2025	50.00	Listed	IVR A-/Stable
Non-Convertible Debentures	INE04HY07146	12 Aug 2024	11.90	12 Aug 2026	40.00	Listed	IVR A-/Stable
Non-Convertible Debentures	INE04HY07161	23 Sep 2024	12.00	23 Mar 2027	20.00	Listed	IVR A-/Stable
Non-Convertible Debentures	INE04HY07153	23 Sep 2024	12.00	23 Sep 2029	10.00	Listed	IVR A-/Stable
Non-Convertible Debentures	INE04HY07195	14 Oct 2024	11.60	14 Apr 2026	20.00	Listed	IVR A-/Stable
Non-Convertible Debentures	INE04HY07187	14 Oct 2024	11.80	14 Oct 2026	20.00	Listed	IVR A-/Stable
Non-Convertible Debentures	INE04HY07179	14 Oct 2024	12.00	14 Apr 2027	20.00	Listed	IVR A-/Stable
Non-Convertible Debentures	INE04HY07203	28/01/2025	12.00	28/01/2029	25.00	Listed	IVR A-/Stable
Non-Convertible Debentures	INE04HY07211	21/02/2025	12.00	21/08/2027	40.00	Listed	IVR A-/Stable
Non-Convertible Debentures	INE04HY07229	4/4/2025	12.00	4/4/2029	25.00	Listed	IVR A-/Stable
Proposed Non-Convertible Debentures	NA	NA	NA	NA	74.39	Proposed to be listed	IVR A-/Stable
Proposed Non-Convertible Debentures	NA	NA	NA	NA	900.00	Proposed to be listed	IVR A-/Stable

**Annexure 2: Facility wise lender details (Hyperlink to be added)**

**Annexure 3: Detailed explanation of covenants of the rated instrument/facilities:**

**Below mentioned covenants are uniform for all NCD issues rated by Infomerics.**

Name of the Instrument	Detailed Explanation
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## Press Release

Non-Convertible Debentures	<b>Financial Covenant</b>	<p>1.The Capital Adequacy Ratio shall be always compliant with minimum levels stipulated by the regulator ("RBI") at all points in time.</p> <p>2. The TOL/TNW shall not be more than 10 times</p> <p>3. The Gross NPA shall be less than 4.5%</p> <p>4. The Net NPA shall be less than 2.5%</p> <p>All covenants would be tested on quarterly basis for the Company, on consolidated and standalone balance sheet till the redemption of the Debentures. The covenants shall be certified by the Company within 45 (Forty-Five) calendar days from the end of each financial half year.</p>
	<b>Non-Financial Covenant</b>	<p>The Issuer shall not without the prior written permission of the Debenture Holder and Debenture Trustee, do or undertake to do any of the following:</p> <p>a) Formulate any scheme of amalgamation or reconstitution</p> <p>b) Undertake guarantee obligations on behalf of any other Company / Firm etc., except in the ordinary course of business and for its subsidiaries if any.</p> <p>c) Declare dividends for any year out of profits relating to the year if any of the financial commitments to Debenture Holder have not been duly met</p> <p>d) Withdraw funds from the business out of the profits relating to the year if any of the financial commitments to Debenture holder have not been duly met</p> <p>e) Sell, assign, mortgage or otherwise dispose off any of the assets charged to Debenture Holder so as the security cover does not fall below 1.25x</p> <p>f) Change in promoter, ownership or control more than 10%.</p> <p>g) Issuer shall not amend or modify clauses in its</p>
	<b>Rating covenants</b>	<p>In case the rating is downgraded to BBB from BBB+ then an additional 0.25% p.a would be payable on the NCDs from the date of downgrade. It is clarified the additional step up coupon would be payable only till the rating of the Company remains below BBB+ rating and shall not be charged if the rating is restored to the original level or higher level by respective rating agencies. PROVIDED THAT, the decreased rate of Interest in accordance with this provision cannot, in</p>



## Press Release

		<p>any case, be lower than the Interest Rate fixed at the time of issuance.</p> <p>However, the investor shall have a right of call for early redemption at par in case the ratings fall by two notches from current rating of A- .("Recall Option")</p> <p>The Recall option shall be exercised at PAR, with a prior notice of 30 calendar days to the Issuer.</p> <p>For the purpose of this clause, if the issue is rated by more than one agency, then the lowest of the ratings shall be considered</p>
	<b>Events of Default</b>	<p>Customary for financings of this nature and others appropriate in the judgment of the Debenture Holders, including but not limited to:</p> <ol style="list-style-type: none"> <li>1. Non-payment of any of the dues under this Issuance,</li> <li>2. Issuer is unable or admits in writing its inability to pay its debts as they mature or suspends making payment of any of its debts, by reason of actual or anticipated financial difficulties or proceedings for taking it into liquidation have been admitted by any competent court or a moratorium or other protection from its creditors is declared or imposed in respect of any indebtedness of the Company;</li> <li>3. Insolvency, winding up, liquidation</li> <li>4. Creditors' processes initiated against the company             <ol style="list-style-type: none"> <li>a. If initiated by a creditor that is not a lender / debt investor, cure period of 90 days</li> </ol> </li> <li>5. Repudiation of Transaction Documents by the Issuer</li> <li>6. Cessation of business</li> <li>7. All or a material part of the undertaking, assets, rights or revenues of the Company are condemned, seized, nationalised, expropriated or compulsorily acquired, or shall have assumed custody or control of the business or operations of the Company, or shall have taken any action for the dissolution of the Company, or any action that would prevent the Company, their member, or their officers from carrying on their business or operations or a substantial part thereof, by or under the authority of any Government or Government authority;</li> </ol>

**Indicative term sheet for proposed NCDs: For proposed NCDs of Rs 974.39 crore.**

<b>Issuer</b>	<b>Vedika Credit Capital Ltd</b>
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## Press Release

Instrument	Secured, Non-Convertible, Redeemable, Taxable, Regular Return Bonds of <b>Vedika Credit Capital Ltd</b>
Mode of Issue	Private Placement
Issue Size	Up to Rs 1000.00 Crore
Tenor	Up to 5 years
Put / Call option	N.A.
Coupon Rate	To be decided
Interest Payment	Monthly/Quarterly/Annually
Coupon Reset	Not Applicable
Day Count Basis	Actual
Financial Covenants	<p>i) The Capital Adequacy Ratio shall be always compliant with minimum levels stipulated by the regulator ("RBI") at all points in time.</p> <p>ii) The TOL/TNW shall not be more than 10 times.</p> <p>iii) The Gross NPA shall be less than 4.5%</p> <p>iv) The Net NPA shall be less than 2.5%</p> <p>(All covenants would be tested on quarterly basis for the Company, i.e. as on 31st March, 30th June, 30th September and 31st December every year, on consolidated and standalone balance sheet till the redemption of the Debentures.)</p>

**Annexure 4: List of companies considered for consolidated analysis: Not Applicable**

**Note on complexity levels of the rated instrument:** Infomerics has classified instruments rated by it on the basis of complexity and a note thereon is available at [www.infomerics.com](http://www.infomerics.com).

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

**ANNEXURE II: DEBENTURE TRUSTEE AGREEMENT**

Weblink or Quick Response Code: [Debenture Trustee Agreement](#)

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

### ANNEXURE III: APPLICATION FORM



#### VEDIKA CREDIT CAPITAL LIMITED

A public company incorporated under the provisions of the Companies Act, 1956 and existing under the provisions of the Companies Act, 2013.

**Date of Incorporation:** 15<sup>th</sup> March 1995

**Registered Office:** C/O Mr. Subir Dhara, Village - Choto Khataliya, P.O.- Shiuli Telini Para, Dist. - 24 North Parganas, P.S.- Titagar, West Bengal – 700121, India.

**Corporate Office:** 404, Shrilok Complex, 4th Floor, H.B. Road, Ranchi - 834001, Jharkhand, India.

**Telephone No.:** 18001236108

**Website:** www.teamvedika.com

DEBENTURE SERIES APPLICATION FORM SERIAL NO.									
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ISSUE OF UP TO 2,000 (TWO THOUSAND) SENIOR, SECURED, RATED, LISTED, REDEEMABLE, TAXABLE, TRANSFERRABLE, NON-CONVERTIBLE DEBENTURES, EACH HAVING A FACE VALUE INR 1,00,000/- (INDIAN RUPEES ONE LAKH ONLY) AGGREGATING UP TO INR 20,00,00,000/- (INDIAN RUPEES TWENTY CRORES ONLY) AND A GREEN SHOE OPTION TO RETAIN OVERSUBSCRIPTION OF UP TO 1,000 (ONE THOUSAND) SENIOR, SECURED, RATED, LISTED, REDEEMABLE, TAXABLE, TRANSFERRABLE, NON-CONVERTIBLE DEBENTURES, EACH HAVING A FACE VALUE INR 1,00,000/- (INDIAN RUPEES ONE LAKH ONLY) AGGREGATING UP TO INR 10,00,00,000/- (INDIAN RUPEES TEN CRORES ONLY) IN TOTAL AGGREGATING UP TO INR 30,00,00,000/- (INDIAN RUPEES THIRTY CRORES ONLY) IN A DEMATERIALIZED FORM, ON A PRIVATE PLACEMENT BASIS, BY THE COMPANY (THE "ISSUE") (HEREINAFTER REFERRED TO AS "DEBENTURES") BY VEDIKA CREDIT CAPITAL LIMITED ("COMPANY") OR ("ISSUER").

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 December 15, 2025, 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)**

**DEBENTURE SERIES APPLIED FOR:**

Amount INR \_\_\_\_\_/- In words: Indian Rupees \_\_\_\_\_ Only

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

[illegible]

ADDRESS																			
STREET																			
CITY																			
PIN						PHONE							FAX						

Name of the Authorised Signatory(ies)	Designation	Signature

Applicant's Signature:

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

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:

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

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

<b>FOR OFFICE USE ONLY</b>	
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

<b>FOR OFFICE USE ONLY</b>	
DATE OF RECEIPT _____	DATE OF CLEARANCE _____

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

(Note : Cheque and Drafts are subject to realisation)

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

**ACKNOWLEDGMENT SLIP**

(To be filled in by Applicant) <b>SERIAL NO.</b>									
--	--	--	--	--	--	--	--	--	--

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, duly completed in all respects, must be submitted with the respective Company. The payment is required to be made to the abovementioned account, in accordance with the terms of this Key Information Document.
4. 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.
5. Receipt of applicants will be acknowledged by the Company in the "Acknowledgement Slip" appearing below the application form. No separate receipt will be issued.
6. All applicants should mention their Permanent Account No. or their GIR No. allotted under Income Tax Act, 1961 and the Income Tax Circle/Ward/District. In case where neither the PAN nor the GIR No. has been allotted, the fact of non-allotment should be mentioned in the application form in the space provided. Income Tax as applicable will be deducted at source at the time of payment of interest including interest payable on application money.
7. The application would be accepted as per the terms of the manner outlined in the transaction documents for the private placement.

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

#### ANNEXURE IV: ILLUSTRATION OF BOND CASH FLOWS

Illustration of bond cash flows	
Company	Vedika Credit Capital Limited
Face Value (per security)	INR 1,00,000/- (Indian Rupees One Lakh Only)
Issue Date / Date of Allotment	Issue Opening Date: December 19, 2025 Deemed Date of Allotment: December 22, 2025
Redemption Date / Maturity Date	Redemption Date / Maturity Date: Up to 28 (Twenty-Eight) months from the Deemed Date of Allotment – April 22, 2028.
Coupon Rate	Please refer to Section 2.7 (Issue Details) of this Key Information Document
Frequency of the Coupon Payment with specified dates	Please refer to Section 2.7 (Issue Details) of this Key Information Document Please also see below.
Day Count Convention	Actual/Actual

#### Illustrative Cash flows - Redemption Amount and Coupon Payment Schedule for Debentures

#### INTEREST PAYMENT AND REDEMPTION SCHEDULE

(Per Debenture) (in INR)

S.no.	Due Date	Interest	Principal
1)	22 January 2026	976.71	-
2)	22 February 2026	976.71	-
3)	22 March 2026	882.19	-
4)	22 April 2026	976.71	-
5)	22 May 2026	945.21	-
6)	22 June 2026	976.71	-
7)	22 July 2026	945.21	-
8)	22 August 2026	976.71	-
9)	22 September 2026	976.71	-
10)	22 October 2026	945.21	-
11)	22 November 2026	976.71	-
12)	22 December 2026	945.21	-
13)	22 January 2027	976.71	-
14)	22 February 2027	976.71	-
15)	22 March 2027	882.19	-
16)	22 April 2027	976.71	-

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S.no.	Due Date	Interest	Principal
17)	22 May 2027	945.21	-
18)	22 June 2027	976.71	-
19)	22 July 2027	945.21	-
20)	22 August 2027	976.71	33,333.33
21)	22 September 2027	651.14	-
22)	22 October 2027	630.14	-
23)	22 November 2027	651.14	-
24)	22 December 2027	630.14	33,333.33
25)	22 January 2028	325.57	-
26)	22 February 2028	325.57	-
27)	22 March 2028	304.57	-
28)	22 April 2028	325.57	33,333.34

*Key Information Document*  
*Date: December 15, 2025*

*Private & Confidential*  
*For Private Circulation Only*

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

**ANNEXURE V: BOARD RESOLUTION**

*(As attached separately)*

**CERTIFIED TRUE COPY OF THE RESOLUTION PASSED AT THE ONE HUNDRED AND SEVENTH BOARD MEETING OF "M/S VEDIKA CREDIT CAPITAL LTD" HELD ON THURSDAY, 13TH DAY OF NOVEMBER, 2025 AT 01:30 PM AT THE OFFICE OF THE COMPANY SITUATED AT XV KOKAR INDUSTRIAL AREA, OPPOSITE SADHU MADAN, KOKAR-834001, RANCHI, JHARKHAND**

**"RESOLVED THAT** pursuant to the provisions of Sections 42, 62, 71 and 179(3)(c), 180(1)(a) and 180(1)(c) of the Companies Act 2013 ("the Act") and rules made thereunder, including any statutory modifications or re-enactments thereof for the time being in force (the "Act") rules, regulations, guidelines, notifications, clarification and circulars, if any, prescribed by the Government of India, all applicable regulations, directions, guidelines, circulars and notifications of the Reserve Bank of India ("RBI"), the Securities and Exchange Board of India ("SEBI"), including the Securities Contracts (Regulation) Act, 1956, the Securities and Exchange Board of India Act, 1992, the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations 2015, the Securities and Exchange Board of India (Issue and Listing of Non-Convertible Securities) Regulations, 2021 ("SEBI NCS Regulations"), and the master circulars issued by SEBI titled "Master Circular for issue and listing of Non-convertible Securities, Securitised Debt Instruments, Security Receipts, Municipal Debt Securities and Commercial paper" (Updated on July 07, 2023), as amended, modified, or restated from time to time, or any other regulatory authority, whether in India or abroad, and in accordance with the memorandum of association and the articles of association of the Company and the listing agreements entered into with the stock exchanges (the "Stock Exchanges") where the securities of the Company may be listed, and subject to such approvals, consents, sanctions or permissions as may be required from any statutory or regulatory authority and pursuant to the initial approval of the board on 17th Day of April, 2024 and approval of the shareholders of the Company under Section 180 (1)(a), Section 180 (1)(c) and Section 42, 71, 179 of the Companies Act, 2013 on 21st Day of April, 2025 and subject to such approvals, consents, sanctions or permissions as may be required from any statutory or regulatory authority, consent of the board ("board") be and is hereby accorded for the offer, issue, reissue under existing ISIN and allotment up to 40,000 (Forty Thousand) senior, secured, rated, listed, taxable, redeemable, transferable, non-convertible debentures denominated in INR, each having a face value of INR 1,00,000/- (Indian rupees one lakh only) and an aggregate face value of INR 400,00,00,000/- (Indian rupees four hundred crore only) including green shoe option by way of a private placement (the "issue") or such other number of debentures and amount as may be agreed ("Debentures"), in dematerialized form on private placement basis.

**RESOLVED FURTHER THAT** the board also hereby approves/confirms the appointment of:

- Catalyst Trusteeship Limited and/or IDBI trusteeship services limited and/or Mitcon trusteeship services limited and/or other trustee identified and appointed as per requirement as the Debenture Trustee in respect of the proposed issuance of the Debentures, on such terms and conditions as may be agreed between the company and the Debenture Trustee in the debenture trustee appointment agreement.
- Niche Technologies Private Limited and/or other Registrar and Share Transfer Agent identified and appointed as per requirement for smooth functioning of the listing, reissuance, ISIN creation, allotment, redemption and other formalities to act as Registrar and Share Transfer Agent

- Infomerics Valuation and Rating Private Limited and/or Acuite Ratings & Research Limited and/or other rating agency for support related to rating and other formalities management identified as rating agency
- Verist Law and/or Juris Corp and/or other Legal Agencies to complete legal formalities as a legal firm
- S K Bhageria & Associates, for formalities related to certification, reporting and otherwise as and when specifically required from statutory auditor
- National Securities Depositories Limited and/or Central Depositories Services Limited as the depository/ies for the issue of Debentures.
- Bombay Stock Exchange and/or National Stock Exchange and/or any other recognized stock exchange as per the convenience of the investor and management for listing formalities.
- Other professionals to complete related formalities as and when required

**RESOLVED FURTHER THAT** the consent of the board be and is hereby accorded for the approval of the draft General Information Document, Key Information Document including offer letter, Debenture trustee agreement, Deed of Hypothecation, Debenture trust deed and other security and transaction documents

**RESOLVED FURTHER THAT** in consideration of the Debenture holders agreeing to subscribe to the debentures proposed to be issued by the company, the consent of the board be and is hereby accorded to the company for creation of security interest over the book debts and receivables of the company forming a part of security and provide such other security as required as per the terms of the Debenture Trust Deed and other Transaction documents

**RESOLVED FURTHER THAT** the Directors and/or the Authorised Persons be and are hereby severally authorised to take all necessary steps relating to the creation, perfection and registration of charges and also to sign and submit the necessary forms in relation to the Transaction Security and/or the issue, offer and allotment of the Debentures with the relevant registrar of companies, the Central Registry of Securitisation Asset Reconstruction and Security Interest of India, the Ministry of Corporate Affairs, or any depository(ies), and/or any other relevant governmental authorities.

**RESOLVED FURTHER THAT** all acts, things or deeds, done or caused to be done, by the Authorised Signatories in connection with the issue of the Debentures shall be binding on the company and deemed to have been done by the company itself.

**RESOLVED FURTHER THAT** the Directors and/or authorised signatory be and hereby severely authorised to approve, finalize, sign, execute and deliver the Transaction documents and such other agreements, deeds, undertakings, indemnities and documents as may be required, or any of them in connection with the issue, offer and allotment of Debentures to be issued by the company.

**RESOLVED FURTHER THAT** a certified true copy of this resolution may be provided to any person (including any authorised representative, agents, consultants, or officers of such person) under the signatures of any director or company secretary of the company and file the necessary forms or returns with the ROC”

**Certified to be true**

**For Vedika Credit Capital Ltd**

For Vedika Credit Capital Ltd  
  
Director

**Name: Vikram Jain**

**Designation: Whole Time Director**

**DIN No.: 00367570**

**Address: S/O Ummed Mal Jain, Poddar Bagan, Opposite Shakti Petrol Pump,  
Harmu Road, Ranchi, Jharkhand-834001, India**



**CERTIFIED TRUE COPY OF THE RESOLUTION PASSED AT THE ONE HUNDRED AND SECOND BOARD MEETING OF THE COMPANY "M/S VEDIKA CREDIT CAPITAL LTD (CIN NO. U67120WB1995PLC069424)" HELD ON THURSDAY, 17TH DAY OF APRIL, 2025 AT 10:00 AM AT THE OFFICE OF THE COMPANY SITUATED AT XV KOKAR INDUSTRIAL AREA, OPPOSITE SADHU MADAN, KOKAR-834001, RANCHI, JHARKHAND**

**TO DISCUSS AND APPROVE BOARD RESOLUTION FOR AUTHORISATION FOR ISSUANCE OF DEBENTURE AGGREGATING UP TO RS. 1000 CR.**

**"RESOLVED THAT** pursuant to the provisions of Sections 42, 71, 179 and other applicable provisions, if any, of the Companies Act, 2013 and the rules made thereunder, including any statutory modifications or re-enactments thereof for the time being in force (the "Act"), the Securities and Exchange Board of India (Issue and Listing of Debt Securities) Regulations, 2008, as amended, all applicable regulations, directions, guidelines, circulars and notifications of the Reserve Bank of India ("RBI"), the Foreign Exchange Management Act, 1999, as amended, rules, regulations, guidelines, notifications, clarifications and circulars, if any, prescribed by the Government of India, the Securities and Exchange Board of India ("SEBI"), including the Securities Contracts (Regulation) Act, 1956, the Securities and Exchange Board of India Act, 1992, the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015 or any other regulatory authority, whether in India or abroad, and in accordance with the Memorandum of Association and the Articles of Association of the Company and the listing agreements entered/ to be entered into with the stock exchanges where the securities of the Company may be listed (the "Stock Exchanges") and subject to such approvals, consents, permissions and sanctions as may be required from the members of the Company or any regulatory authority, the approval of the board be and is hereby accorded for:

- issue and allotment of debentures ((i) subordinated, (ii) listed or unlisted, (iii) secured or unsecured, (iv) rated or unrated, (v) redeemable or irredeemable, (vi) convertible or non-convertible, (vii) any others (as may be determined)) including green shoe option and market linked , of such face value as may be determined up to the aggregate amount up to INR 1000 Crores ("Debentures") in one or more tranches/issues ("Tranches/Issues"), at such interest rate as may be determined, payable at such frequency as may be determined, subject to deduction of taxes at source in accordance with applicable law, with or without gross up, and for such maturity (subject to applicable law) as may be determined, on a private placement basis to eligible investors (including without limitation, any banks, financial institutions, mutual funds, foreign portfolio investors, individuals, or any other persons/entities in accordance with applicable law) ("Investors") for raising debt for such purposes as may be determined; and
- securing/collateralizing the amounts to be raised pursuant to the issue of Debentures or any Tranche/Issue together with all interest and other charges thereon to be secured (up to such limits and security cover as may be agreed and within such timelines as may be agreed) by one or more of the following (i) hypothecation of identified loans/book debts, and/or any other movable assets of the Company, and/or (ii) charge over specified immovable property of the Company, and/or (iii) such other security or contractual comfort (including personal and/or corporate guarantees) as

may be required in terms of the issuance of the Debentures or any Tranche/Issue (the "Security").

**RESOLVED FURTHER THAT** Finance Committee of the board of directors ("Committee") subject to the approval of the shareholder is hereby empowered (in addition to any powers that the Committee presently has or may have from time to time), within the overall ambit of the resolutions set out herein (a) consider the particular terms of each Tranche/Issue to more effectively implement any of the resolutions of the Board set out herein, (b) consider and approve any terms or modifications thereof for any Tranche/Issue, (c) direct any officers of the Company to do such things and to take such actions as the Company is entitled to do or take (as the case may be) in terms of the resolutions set out herein, and (d) to generally do or to take any other action, deed, or things, as may be necessary to remove any difficulties or impediments in the effective implementation of the resolutions set out herein.

**RESOLVED FURTHER THAT** Mr. Gautam Jain, Managing Director, Mr. Vikram Jain, Whole Time Director and Mr. Gaurav Kumar Vohra, Company Secretary or such other persons as may be authorised by the Board or the Committee (collectively, the "Authorised Persons") be and are hereby severally authorised to sign, seal, execute and deliver listing application(s) and to enter into and executing necessary documents and to do such acts, deeds and things as they deem necessary or desirable in connection with the issue, offer and allotment of the Debentures or any Tranche/Issue of the Debentures, including, without limitation the following:

- seeking, if required, any approval, consent or waiver from any/all concerned government and regulatory authorities, and/or any other approvals, consent or waivers that may be required in connection with the issue, offer and allotment of the Debentures or any Tranche/Issue of the Debentures;
- to execute the term sheet in relation to the Debentures or any Tranche/Issue of the Debentures;
- negotiating, approving and deciding the terms of the issue of Debentures or any Tranche/Issue of the Debentures and all other related matters (including but not limited to, the amounts proposed to be raised, the security proposed to be provided by the Company, the rate of interest, the terms of repayment and the end use);
- if required by the holders of the Debentures or any Tranche/Issue of the Debentures (the "Debenture Holders"), execution of documents and seeking the listing of any of the Debentures or any Tranche/Issue of the Debentures on any Stock Exchange, submitting the listing application, applying and obtaining in-principal approval and taking all actions that may be necessary in connection with obtaining such listing;
- approving the debt disclosure document/information memorandum and the private placement offer cum application letter (as may be required) (including amending, varying or modifying the same, as may be considered desirable or expedient), in accordance with all applicable laws, rules, regulations and guidelines;
- execute necessary documents and to finalizing the terms and conditions of the appointment of an arranger (if so required), 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;

- entering into arrangements with the depository in connection with issue of Debentures or any Tranche/Issue of the Debentures in dematerialized form and with electronic book provider (if required) for facilitating electronic bidding for the Debentures;
- creating and perfecting the Security as required in accordance with the terms of the Transaction Documents in relation to the issue, offer and allotment of the Debentures or any Tranche/Issue of the Debentures;
- finalizing the issue schedule including the deemed date of allotment of the Debentures or for any Tranche/Issue of the Debentures;
- to 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 or any Tranche/Issue of the Debentures and deal with regulatory authorities in connection with the issue, offer and allotment of the Debentures or any Tranche/Issue of the Debentures including but not limited to the RBI, SEBI (if so required), any Stock Exchange (if so required), electronic bidding platform of any stock exchange, the relevant registrar of companies, the Ministry of Corporate Affairs, the relevant sub-registrar of assurances (if so required), Central Registry of Securitization Asset Reconstruction and Security Interest and such other authorities as may be required;
- to execute all documents with, file forms with and submit applications to any Stock Exchange (if so required), the relevant registrar of companies, the Ministry of Corporate Affairs, the relevant sub-registrar of assurances (if so required), Central Registry of Securitization Asset Reconstruction and Security Interest, any depository or any other authority;
- to 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;
- to take all steps and do all things and give such directions as may be required, necessary, expedient or desirable for giving effect to the Transaction Documents, the transactions contemplated therein and the resolutions mentioned herein, including without limitation, to approve, negotiate, finalize, sign, execute, ratify, amend, supplement and/or issue the following, including any amendments, modifications, supplements, restatements or novation thereto (now or in the future):
- debt disclosure document/information memorandum and the private placement offer cum application letter for the issue, offer and allotment of the Debentures or any Tranche/Issue of the Debentures (as may be required) (the "Disclosure Documents");
- documents required for credit and allotment of the Debentures or any Tranche/Issue of the Debentures;

- debenture trust deed, debenture trustee agreement, deed of hypothecation and any other documents required for the creation of security interest over the Company's movable and immovable properties and providing of any other Security for the issue, offer and allotment of the Debentures or any Tranche/Issue of the Debentures (including any power(s) of attorney in connection thereto) and any other document in relation thereto (collectively, the "Transaction Documents");
- any other documents required for the purposes of the issue, offer and allotment of the Debentures or any Tranche/Issue of the Debentures and the transactions contemplated thereby, including but not limited to letters of undertaking, declarations, agreements, reports; and
- any other document designated as a Transaction Document by the relevant Debenture Trustee/Debenture Holders;
- to pay stamp duty required to be paid for the issue, offer and allotment of the Debentures or any Tranche/Issue of the Debentures in accordance with the then applicable laws;
- do all acts necessary for the issue, offer and allotment of the Debentures or any Tranche/Issue of the Debentures in accordance with the terms set out in the Disclosure Documents and the Transaction Documents; and
- 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 (o) 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 or any Tranche/Issue of the Debentures.

**RESOLVED FURTHER THAT** the Authorized Persons, be and are hereby severally authorized to take all necessary steps relating to the creation, perfection and registration of charges and also to sign and submit the necessary forms with the relevant registrar of companies, the Ministry of Corporate Affairs, the relevant sub-registrar of assurances (if so required), Central Registry of Securitization Asset Reconstruction and Security Interest and other relevant governmental or other authorities.

**RESOLVED FURTHER THAT** any one of the Authorized Persons be and are hereby severally authorized to record the name of the Debenture Holders in the register of debenture holders and to undertake such other acts, deeds and acts as may be required to give effect to the issuance and allotment of the Debentures or any Tranche/Issue of the Debentures and the listing of the Debentures or any Tranche/Issue of the Debentures if and as and when required by the Debenture Holders

**RESOLVED FURTHER THAT** the Company be and is hereby authorized to open any bank accounts with such banks in India as may be required in connection with the issue, offer and allotment of the Debentures or any Tranche/Issue of the Debentures and that any one of authorized Persons, be and are hereby severally authorized to sign and execute the

application form(s) and other documents required for opening the said account(s), to operate such account(s), and to give such instructions including closure thereof as may be required and deemed appropriate by them, and that such bank(s) be and is/are hereby authorized to honour all cheques and other negotiable instruments drawn, accepted or endorsed and instructions given by the aforesaid authorized Persons on behalf of the Company

**RESOLVED FURTHER THAT** the authorized Persons be and are hereby severally authorized to delegate the powers to any other employee/representative/agent of the Company, as may be deemed necessary to do such acts and execute such documents as may be required in connection with any of the matters relating to the issue, offer and allotment of the Debentures or any Tranche/Issue of the Debentures

**RESOLVED FURTHER THAT** the copies of the foregoing resolutions certified to be true copies by any Director or the Company Secretary of the Company be furnished to such persons as may be deemed necessary

**RESOLVED FURTHER THAT** Mr. Gautam Jain, Managing Director, Mr. Vikram Jain, Whole Time Director, Mr. Gaurav Kumar Vohra, Company Secretary & Mr. Abhishek Agarwal, Chief Financial Officer of the company be and are hereby jointly and/or severally authorized to file necessary forms, required if any with the registrar of company, to make necessary entries in the register so as required and applicable and to complete the formalities for the as may be necessary, expedient and desirable for the same and to do such act, things and deed necessary to give effect to the above said resolution."

**Certified to be true**

**For Vedika Credit Capital Ltd**

For Vedika Credit Capital Ltd



Director

**Name: Vikram Jain**

**Designation: Whole Time Director**

**DIN No.: 00367570**

**Address: S/O Ummed Mal Jain, Poddar Bagan, Opposite Shakti Petrol Pump,  
Harmu Road, Ranchi, Jharkhand-834001, India**

**CERTIFIED TRUE COPY OF THE RESOLUTION PASSED AT THE ONE HUNDRED AND SECOND BOARD MEETING OF THE COMPANY "M/S VEDIKA CREDIT CAPITAL LTD (CIN NO. U67120WB1995PLC069424)" HELD ON THURSDAY, 17TH DAY OF APRIL, 2025 AT 10:00 AM AT THE OFFICE OF THE COMPANY SITUATED AT XV KOKAR INDUSTRIAL AREA, OPPOSITE SADHU MADAN, KOKAR-834001, RANCHI, JHARKHAND**

**TO DISCUSS AND APPROVE SPECIAL POWER TO THE BOARD TO SELL/DISPOSE OF ETC. OF AN UNDERTAKING OF THE COMPANY IN ACCORDANCE WITH SECTION 180(1)(A)**

**"RESOLVED THAT** pursuant to the provisions of Section 180(1)(a) of the Companies Act, 2013 and other applicable provisions, if any, of the Companies Act, 2013, and the rules made thereunder, including any statutory modification or re-enactment thereof, for the time being in force (the "Act"), and such other approvals/sanctions/permissions as may be necessary subject to the consent of the members of the Company approval of the board be and is hereby accord to recommend delegation of power to the Board of Directors of the Company (hereinafter referred to as the "Board" which term shall be deemed to include any committee(s) constituted/ to be constituted by the Board to exercise its powers including the powers conferred by this resolution and with the power to delegate authority to any person or persons) to sell, lease or otherwise dispose of, to mortgage, charge, hypothecate, pledge or otherwise, encumber from time to time, movable and/or immovable, tangible and/or intangible properties/assets, both present and future and/or whole or substantially the whole of the undertaking(s) of the Company in such form, manner and time as the Board may deem fit, for securing any loans and/or borrowings and/or advances and/or guarantees and/or any financial assistance whether all/any of such financial assistance taken or to be taken in foreign currency and/or rupee currency by the Company and/or affiliates/associates Companies from any lender including without limitation, any bank, financial or other institutions, non-resident Indians, foreign institutional investors and/or public financial institutions as defined under Section 2(72) of the Act and/ or any other persons, bodies corporates and/or eligible foreign lenders and/or any entity/entities, machinery suppliers and/or any other person(s) or institution(s) providing finance for purchase of assets/business of the Company or for working capital or for purchase of specific items of machinery and equipment under any deferred payment scheme or bills discounting/ re discounting scheme or in favour of trustees for debenture holders that may be appointed here after, as security for the debentures/bonds that may be issued by the Company, Group Companies, Associates Companies and other person or persons together with interest, cost, charges, expenses and all other monies payable by the Company, Group Companies, Associates Companies and other person or persons to the said lender(s) and/or for the purpose of securing the securities (comprising of fully/partly convertible and/or non-convertible debenture and/or any other debts instruments with or without detachable or non-detachable warrants and/or secured premium notes and/or floating rate notes/bonds or other debt instruments) together with interest, remuneration of the trustees, premium, if any, on redemption, costs, charges and expenses payable by the Company in terms of the trust deed/other documents to be finalized and executed between the Company and the trustees/lenders and containing such specific terms and conditions (which may include authorization to the lender to transfer /assignment of security in favour of third party) and covenants in that behalf and agreed to between the Board of Directors and the trustees /lenders, up to a value of and within the overall limits of Rs. 2500.00 Crores (Rupees Two thousand Five Hundred Crores Only) outstanding at any point of time.



**RESOLVED FURTHER THAT** Mr. Gautam Jain, Managing Director, Mr. Vikram Jain, Whole Time Director, Mr. Gaurav Kumar Vohra, Company Secretary & Mr. Abhishek Agarwal, Chief Financial Officer of the company be and are hereby jointly and/or severally authorized to file necessary forms, required if any with the registrar of company, to make necessary entries in the register so as required and applicable and to complete the formalities for the as may be necessary, expedient and desirable for the same and to do such act, things and deed necessary to give effect to the above said resolution.”

**Certified to be true**

**For Vedika Credit Capital Ltd**

For Vedika Credit Capital Ltd

Director

**Name: Vikram Jain**

**Designation: Whole Time Director**

**DIN No.: 00367570**

**Address: S/O Ummed Mal Jain, Poddar Bagan, Opposite Shakti Petrol Pump,  
Harmu Road, Ranchi, Jharkhand-834001, India**

TEAM VEDIKA

**CERTIFIED TRUE COPY OF THE RESOLUTION PASSED AT THE ONE HUNDRED AND SECOND BOARD MEETING OF THE COMPANY "M/S VEDIKA CREDIT CAPITAL LTD (CIN NO. U67120WB1995PLC069424)" HELD ON THURSDAY, 17TH DAY OF APRIL, 2025 AT 10:00 AM AT THE OFFICE OF THE COMPANY SITUATED AT XV KOKAR INDUSTRIAL AREA, OPPOSITE SADHU MADAN, KOKAR-834001, RANCHI, JHARKHAND**

**TO DISCUSS AND APPROVE SPECIAL POWER TO THE BOARD BORROW MONEY IN ACCORDANCE WITH SECTION 180(1)(C)**

**"RESOLVED THAT** pursuant to the provisions of Section 180(1)(c), 42, 71, 179 of the Companies Act, 2013 and other applicable provisions, if any, of the Companies Act, 2013, and the rules made thereunder, including any statutory modification or re-enactment thereof, for the time being in force (the "Act"), and such other approvals/sanctions/permissions as may be necessary, subject to the consent of the members of the Company, approval of the board be and is hereby accord to recommend delegation of power to the Board of Directors of the Company (hereinafter referred to as the "Board" which term shall be deemed to include any committee(s) constituted/ to be constituted by the Board to exercise its powers including the powers conferred by this resolution and with the power to delegate authority to any person or persons) to borrow from time to time, as they may think fit, notwithstanding that the money or monies to be borrowed together with monies already borrowed by the company (apart from temporary loans obtained from the Company's bankers in the ordinary course of business), exceeds the aggregate of the paid-up share capital of the Company and its free reserves, that is to say, reserves not set apart for any specific purposes, provided however, outstanding at any point of time not shall not exceed a sum of Rs. 2500.00 Crores (Rupees Two thousand Five Hundred Crores Only)

**RESOLVED FURTHER THAT** Mr. Gautam Jain, Managing Director, Mr. Vikram Jain, Whole Time Director, Mr. Gaurav Kumar Vohra, Company Secretary & Mr. Abhishek Agarwal, Chief Financial Officer of the company be and are hereby jointly and/or severally authorized to file necessary forms, required if any with the registrar of company, to make necessary entries in the register so as required and applicable and to complete the formalities for the as may be necessary, expedient and desirable for the same and to do such act, things and deed necessary to give effect to the above said resolution."

**Certified to be true**

**For Vedika Credit Capital Ltd**

**For Vedika Credit Capital Ltd**



**Director**

**Name: Vikram Jain**

**Designation: Whole Time Director**

**DIN No.: 00367570**

**Address: S/O Ummed Mal Jain, Poddar Bagan, Opposite Shakti Petrol Pump, Harmu Road, Ranchi, Jharkhand-834001, India**

*Key Information Document*  
*Date: December 15, 2025*

*Private & Confidential*  
*For Private Circulation Only*

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

**ANNEXURE VI: SHAREHOLDERS RESOLUTION**

*(As attached separately)*

**CERTIFIED TRUE COPY OF THE RESOLUTION PASSED AT THE EXTRA ORDINARY GENERAL MEETING OF THE COMPANY "VEDIKA CREDIT CAPITAL LTD" HELD ON MONDAY, 21ST DAY OF APRIL, 2025 AT 10:30 A.M. AT THE OFFICE OF THE COMPANY SITUATED AT XV KOKAR INDUSTRIAL AREA, OPPOSITE SADHU MADAN, KOKAR-834001, RANCHI, JHARKHAND**

**TO OFFER, INVITE FOR SUBSCRIPTION, ISSUE AND ALLOT DEBENTURES**

To consider and, if thought fit, to pass with or without modification(s) the following resolution as a special resolution to issue debentures on private placement basis

**"RESOLVED THAT** pursuant to the provisions of Sections 42, 71, 179 and other applicable provisions, if any, of the Companies Act, 2013 and the rules made thereunder, including any statutory modifications or re-enactments thereof for the time being in force (the "Act"), the Securities and Exchange Board of India (Issue and Listing of Debt Securities) Regulations, 2008, as amended, all applicable regulations, directions, guidelines, circulars and notifications of the Reserve Bank of India ("RBI"), the Foreign Exchange Management Act, 1999, as amended, rules, regulations, guidelines, notifications, clarifications and circulars, if any, prescribed by the Government of India, the Securities and Exchange Board of India ("SEBI"), including the Securities Contracts (Regulation) Act, 1956, the Securities and Exchange Board of India Act, 1992, the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015 or any other regulatory authority, whether in India or abroad, and in accordance with the Memorandum of Association and the Articles of Association of the Company and the listing agreements entered/ to be entered into with the stock exchanges where the securities of the Company may be listed (the "Stock Exchanges") and subject to such approvals, consents, permissions and sanctions as may be required from the members of the Company or any regulatory authority, the approval of the shareholders be and is hereby accorded to the Board/ Finance Committee for:

- (a) issue and allotment of debentures ((i) subordinated, (ii) listed or unlisted, (iii) secured or unsecured, (iv) rated or unrated, (v) redeemable or irredeemable, (vi) convertible or non-convertible, (vii) any others (as may be determined)) including green shoe option and market linked, of such face value as may be determined up to the aggregate amount up to **INR 1000 Crores ("Debentures")** in one or more tranches/issues ("**Tranches/Issues**"), at such interest rate as may be determined, payable at such frequency as may be determined, subject to deduction of taxes at source in accordance with applicable law, with or without gross up, and for such maturity (subject to applicable law) as may be determined, on a private placement basis to eligible investors (including without limitation, any banks, financial institutions, mutual funds, foreign portfolio investors, individuals, or any other persons/entities in accordance with applicable law) ("**Investors**") for raising debt for such purposes as may be determined; and

- (b) securing/collateralizing the amounts to be raised pursuant to the issue of Debentures or any Tranche/Issue together with all interest and other charges thereon to be secured (up to such limits and security cover as may be agreed and within such timelines as may be agreed) by one or more of the following (i) hypothecation of identified loans/book debts, and/or any other movable assets of the Company, and/or (ii) charge over specified immovable property of the Company, and/or (iii) such other security or contractual comfort (including personal and/or corporate guarantees) as may be required in terms of the issuance of the Debentures or any Tranche/Issue (the "**Security**").

**RESOLVED FURTHER THAT** approval of the shareholder be and are hereby further accord to authorize the Finance Committee of the board of directors ("**Committee**") (in addition to any powers that the Committee presently has or may have from time to time), within the overall ambit of the resolutions set out herein (a) consider the particular terms of each Tranche/Issue to more effectively implement any of the resolutions of the Board set out herein, (b) consider and approve any terms or modifications thereof for any Tranche/Issue, (c) direct any officers of the Company to do such things and to take such actions as the Company is entitled to do or take (as the case may be) in terms of the resolutions set out herein, and (d) to generally do or to take any other action, deed, or things, as may be necessary to remove any difficulties or impediments in the effective implementation of the resolutions set out herein.

**RESOLVED FURTHER THAT** Mr. Gautam Jain, Managing Director, Mr. Vikram Jain, Whole Time Director and Mr. Gaurav Kumar Vohra, Company Secretary or such other persons as may be authorised by the Board or the Committee (collectively, the "Authorised Persons") be and are hereby severally authorised to sign, seal, execute and deliver listing application(s) and to enter into and executing necessary documents and to do such acts, deeds and things as they deem necessary or desirable in connection with the issue, offer and allotment of the Debentures or any Tranche/Issue of the Debentures, including, without limitation the following:

- (a) seeking, if required, any approval, consent or waiver from any/all concerned government and regulatory authorities, and/or any other approvals, consent or waivers that may be required in connection with the issue, offer and allotment of the Debentures or any Tranche/Issue of the Debentures;
- (b) to execute the term sheet in relation to the Debentures or any Tranche/Issue of the Debentures;
- (c) negotiating, approving and deciding the terms of the issue of Debentures or any Tranche/Issue of the Debentures and all other related matters (including but not limited to, the amounts proposed to be raised, the security proposed to be provided by the Company, the rate of interest, the terms of repayment and the end use);
- (d) if required by the holders of the Debentures or any Tranche/Issue of the Debentures (the "Debenture Holders"), execution of documents and seeking the listing of any of the Debentures or any Tranche/Issue of the Debentures on any Stock Exchange, submitting the listing application, applying and obtaining in-principal approval and taking all actions that may be necessary in connection with obtaining such listing;

- (e) approving the debt disclosure document/information memorandum and the private placement offer cum application letter (as may be required) (including amending, varying or modifying the same, as may be considered desirable or expedient), in accordance with all applicable laws, rules, regulations and guidelines;
- (f) execute necessary documents and to finalizing the terms and conditions of the appointment of an arranger (if so required), 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;
- (g) entering into arrangements with the depository in connection with issue of Debentures or any Tranche/Issue of the Debentures in dematerialized form and with electronic book provider (if required) for facilitating electronic bidding for the Debentures;
- (h) creating and perfecting the Security as required in accordance with the terms of the Transaction Documents in relation to the issue, offer and allotment of the Debentures or any Tranche/Issue of the Debentures;
- (i) finalizing the issue schedule including the deemed date of allotment of the Debentures or for any Tranche/Issue of the Debentures;
- (j) to 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 or any Tranche/Issue of the Debentures and deal with regulatory authorities in connection with the issue, offer and allotment of the Debentures or any Tranche/Issue of the Debentures including but not limited to the RBI, SEBI (if so required), any Stock Exchange (if so required), electronic bidding platform of any stock exchange, the relevant registrar of companies, the Ministry of Corporate Affairs, the relevant sub-registrar of assurances (if so required), Central Registry of Securitization Asset Reconstruction and Security Interest and such other authorities as may be required;
- (k) to execute all documents with, file forms with and submit applications to any Stock Exchange (if so required), the relevant registrar of companies, the Ministry of Corporate Affairs, the relevant sub-registrar of assurances (if so required), Central Registry of Securitization Asset Reconstruction and Security Interest, any depository or any other authority;
- (l) to 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;
- (m) to take all steps and do all things and give such directions as may be required, necessary, expedient or desirable for giving effect to the Transaction Documents, the transactions contemplated therein and the resolutions mentioned herein, including without limitation, to approve, negotiate, finalize, sign, execute, ratify, amend, supplement and/or issue the following, including any amendments, modifications, supplements, restatements or novation thereto (now or in the future):

- a. debt disclosure document/information memorandum and the private placement offer cum application letter for the issue, offer and allotment of the Debentures or any Tranche/Issue of the Debentures (as may be required) (the "Disclosure Documents");
  - b. documents required for credit and allotment of the Debentures or any Tranche/Issue of the Debentures;
  - c. debenture trust deed, debenture trustee agreement, deed of hypothecation and any other documents required for the creation of security interest over the Company's movable and immovable properties and providing of any other Security for the issue, offer and allotment of the Debentures or any Tranche/Issue of the Debentures (including any power(s) of attorney in connection thereto) and any other document in relation thereto (collectively, the "Transaction Documents");
  - d. any other documents required for the purposes of the issue, offer and allotment of the Debentures or any Tranche/Issue of the Debentures and the transactions contemplated thereby, including but not limited to letters of undertaking, declarations, agreements, reports; and
  - e. any other document designated as a Transaction Document by the relevant Debenture Trustee/Debenture Holders;
- (n) to pay stamp duty required to be paid for the issue, offer and allotment of the Debentures or any Tranche/Issue of the Debentures in accordance with the then applicable laws;
- (o) do all acts necessary for the issue, offer and allotment of the Debentures or any Tranche/Issue of the Debentures in accordance with the terms set out in the Disclosure Documents and the Transaction Documents; and
- (p) 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 (o) 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 or any Tranche/Issue of the Debentures.

**RESOLVED FURTHER THAT** the Authorized Persons, be and are hereby severally authorized to take all necessary steps relating to the creation, perfection and registration of charges and also to sign and submit the necessary forms with the relevant registrar of companies, the Ministry of Corporate Affairs, the relevant sub-registrar of assurances (if so required), Central Registry of Securitization Asset Reconstruction and Security Interest and other relevant governmental or other authorities.

**RESOLVED FURTHER THAT** any one of the Authorized Persons be and are hereby severally authorized to record the name of the Debenture Holders in the register of debenture holders and to undertake such other acts, deeds and acts as may be required to give effect to the issuance and allotment of the Debentures or any Tranche/Issue of the Debentures and the listing of the Debentures or any Tranche/Issue of the Debentures if and as and when required by the Debenture Holders



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

**RESOLVED FURTHER THAT** the authorized Persons be and are hereby severally authorized to delegate the powers to any other employee/representative/agent of the Company, as may be deemed necessary to do such acts and execute such documents as may be required in connection with any of the matters relating to the issue, offer and allotment of the Debentures or any Tranche/Issue of the Debentures

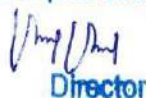
**RESOLVED FURTHER THAT** the copies of the foregoing resolutions certified to be true copies by any Director or the Company Secretary of the Company be furnished to such persons as may be deemed necessary

**RESOLVED FURTHER THAT** for the purpose of giving effect to the above resolution, the Board be and is hereby authorized severally to directors Mr. Gautam Jain & Mr. Vikram Jain and/or Mr. Gaurav Kumar Vohra, company secretary to do all such things and acts as may be necessary and expedient and to settle any matter that may arise in connection therewith."

**By Order of the Board of Directors**

**For Vedika Credit Capital Ltd**

For Vedika Credit Capital Ltd.

  
Director

**Vikram Jain**  
**Whole Time Director**  
**DIN No.: 00367570**

**EXPLANATORY STATEMENT AS PER SECTION 102 OF THE COMPANIES ACT, 2013**

As required by Section 102 of the Companies Act, 2013, the Following explanatory statement sets out all material information for the business mentioned in the accompanying notice dated 17.04.2025

Section 42 of the Companies Act, 2013 read with Rule 14 of the Companies (Prospectus and Allotment of Securities) Rules, 2014 ("**Prospectus and Allotment Rules**") deals with private placement of securities by a company. Rule 14(1) of the Prospectus and Allotment Rules prescribes that in case of an offer or invitation to subscribe to securities, the Company shall obtain previous approval of its shareholders/ members ("Members") by means of a special resolution. Rule 14(1) of the Prospectus and Allotment Rules further prescribes that in case of the issue of debentures exceeding the limits prescribed therein, it shall be sufficient to obtain such previous approval only once in a year for all the offers or invitations for such debentures issued during a period of 1 (one) year from the date of passing of the aforementioned special resolution.

In order to augment resources for on-lending by the Company, repayment/ refinance of existing debt, general corporate purposes etc. the Company may invite subscription for issue and allotment of debentures ((i) subordinated, (ii) listed or unlisted, (iii) secured or unsecured, (iv) rated or unrated, (v) redeemable or irredeemable, (vi) convertible or non-convertible, (vii) any others (as may be determined)) including green shoe option and market linked, to be issued by the Company, in one or more series/ tranches on private placement basis. The Debentures proposed to be issued, may be issued at the issue price (including premium, if any) as may be decided by the Board on the basis of various factors including the interest rate/effective yield determined, based on market conditions prevailing at the time of the issue(s).

Pursuant to Rule 14(1) of the Prospectus and Allotment Rules, the following disclosures are being made by the Company to the Members:

<b>PARTICULARS OF THE OFFER INCLUDING DATE OF PASSING BOARD RESOLUTION</b>	
	Rule 14(1) of the Prospectus and Allotment Rules prescribes that where the amount to be raised through offer or invitation of Debentures (as defined above) exceeds the limit prescribed, it shall be sufficient if the company passes a previous special resolution only once in a year for all the offers or invitations for such Debentures during the year. In view of this, pursuant to this resolution under Section 42 of the Companies Act, 2013, the specific terms of offer/ issue shall be decided from time to time, within a period of 1 (one) year from the date of the aforementioned resolution. In line with Rule 14(1) of the Prospectus and Allotment Rules, the date of the relevant board resolution shall be mentioned/ disclosed in the private placement offer and application letter for each offer/ issue of Debentures.



<b>KINDS OF SECURITIES OFFERED AND THE PRICE AT WHICH THE SECURITY IS BEING OFFERED</b>	<p>Debentures ((i) subordinated, (ii) listed or unlisted, (iii) secured or unsecured, (iv) rated or unrated, (v) redeemable or irredeemable, (vi) convertible or non-convertible, (vii) any others (as may be determined)) including green shoe option and market linked.</p> <p>The Debentures will be offered/ issued at an issue price, which will be decided by the Board for each specific issue, on the basis of the interest rate/ effective yield determined, based on market conditions prevailing at the time of the respective issue.</p>
<b>BASIS OR JUSTIFICATION FOR THE PRICE (INCLUDING PREMIUM, IF ANY) AT WHICH THE OFFER OR INVITATION IS BEING MADE</b>	<p>Not applicable, as the securities proposed to be issued (in multiple issues/tranches) are Debenture instruments which will be issued at an issue price in accordance with terms to be decided by the Board, in discussions with the identified investor(s).</p>
<b>NAME AND ADDRESS OF VALUER WHO PERFORMED VALUATION</b>	<p>Not applicable as the securities proposed to be issued (in multiple issues/ tranches) are debt instruments.</p>
<b>AMOUNT WHICH THE COMPANY INTENDS TO RAISE BY WAY OF SECURITIES</b>	<p>The amount of each offer/ issue of Debentures shall be decided by the Board or any committee constituted by the Board from time to time, within a period of 1 (one) year from the date of the aforementioned resolution, provided that the amounts of all such Debentures at any time issued within the period of 1 (one) year from the date of passing of the aforementioned shareholders resolution shall not exceed the limit specified in the resolution under Section 42 of the Companies Act, 2013.</p>
<b>MATERIAL TERMS OF RAISING OF SECURITIES, PROPOSED TIME SCHEDULE, PURPOSES OR OBJECTS OF OFFER, CONTRIBUTION BEING MADE BY THE PROMOTERS OR DIRECTORS EITHER AS PART OR OFFER THE OF SEPARATELY IN FURTHERANCE PRINCIPLE OF OBJECTS; TERMS OF ASSETS CHARGED AS SECURITIES</b>	<p>The specific terms of each offer Issue of Debentures shall be decided by the Board from time to time, within a period of 1 (one) year from the date of the resolution, aforementioned discussions with the respective investor(s). These disclosures will be specifically made in each private placement offer and application letter for each offer/ issue.</p>

Accordingly, consent of the Members is sought in connection with the aforesaid issue of Debentures and they are requested to authorize the Board to issue such Debentures during the year on private placement basis up to INR 1000 Crore (Indian Rupees One Thousand Crore) as stipulated above, in one or more tranches.



None of the directors and key managerial personnel of the Company and their relatives are concerned or interested, financially or otherwise, in this resolution except to the extent of their shareholding (if any) in the Company and proposed number of securities that to be allotted in due course.

In view of above, the board of directors recommends the passing of this resolution as Special Resolution.

**For Vedika Credit Capital Ltd**

For Vedika Credit Capital Ltd.

**Director**

**Vikram Jain**

**Whole Time Director**

**DIN No.: 00367570**





**CERTIFIED TRUE COPY OF THE RESOLUTION PASSED AT THE EXTRA ORDINARY GENERAL MEETING OF THE COMPANY "VEDIKA CREDIT CAPITAL LTD" HELD ON MONDAY, 21ST DAY OF APRIL, 2025 AT 10:30 A.M. AT THE OFFICE OF THE COMPANY SITUATED AT XV KOKAR INDUSTRIAL AREA, OPPOSITE SADHU MADAN, KOKAR-834001, RANCHI, JHARKHAND**

**TO DISCUSS AND APPROVE INCREASE IN BORROWING POWER OF THE COMPANY UNDER SECTION 180(1)(c)**

To consider and, if thought fit, to pass with or without modification(s) the following resolution as a special resolution to discuss and approve increase in borrowing powers of the company in accordance with Section 180(1)(c)

**"RESOLVED THAT** pursuant to the provisions of Section 180(1)(c), 42, 71, 179 of the Companies Act, 2013 and other applicable provisions, if any, of the Companies Act, 2013 and rules made thereunder, and in suppression to earlier resolutions in this regard, the consent 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 be deemed to include any committee(s) constituted/ to be constituted by the Board, to exercise its powers including the powers conferred by this resolution and with the power to delegate authority to any person or persons) to borrow from time to time, as they may think fit, notwithstanding that the money or monies to be borrowed together with monies already borrowed by the company (apart from temporary loans obtained from the Company's bankers in the ordinary course of business), exceeds the aggregate of the paid-up share capital of the Company and its free reserves, that is to say, reserves not set apart for any specific purposes, provided however, outstanding at any point of time not shall not exceed a sum of Rs. 2500.00 Crores (Rupees Two thousand Five Hundred Crores Only)

**RESOLVED FURTHER THAT** Mr. Gautam Jain, Managing Director, Mr. Vikram Jain, Whole Time Director, Mr. Gaurav Kumar Vohra, Company Secretary & Mr. Abhishek Agarwal, Chief Financial Officer of the company be and are hereby jointly and/or severally authorized to file necessary forms, required if any with the registrar of company, to make necessary entries in the register so as required and applicable and to complete the formalities for the as may be necessary, expedient and desirable for the same and to do such act, things and deed necessary to give effect to the above said resolution."

**By Order of the Board of Directors**

**For Vedika Credit Capital Ltd**

For Vedika Credit Capital Ltd.

  
Director

**Vikram Jain**  
**Whole Time Director**  
**DIN No.: 00367570**



**EXPLANATORY STATEMENT AS PER SECTION 102 OF THE COMPANIES ACT, 2013**

As required by Section 102 of the Companies Act, 2013, the Following explanatory statement sets out all material information for the business mentioned in the accompanying notice dated 17.04.2025

Section 180(1)(c) and Section 180(1)(a) of the Companies Act, 2013 stipulates obtaining prior approval of the Shareholders of the Company by way of Special Resolution for exercising the specified powers of the Board of Directors relating to borrowing and selling/disposing off etc. of an undertaking of the Company respectively.

Accordingly, company time to time had enhanced the limit as per the business requirement.

Further the fund requirement of the Company has enhanced, and so there is a requirement for loan. However, the required loan exceeds the limits as prescribed under Section 180(1)(c) by the shareholders and therefore it requires the consent of the members of the Company by way of a Special Resolution to revise the same. Hence, the Special Resolution for authorizing the Board of Directors to borrow from time to time, as they may think fit, notwithstanding that the money or monies to be borrowed together with monies already borrowed by the company (apart from temporary loans obtained from the Company's bankers in the ordinary course of business), exceeds the aggregate of the paid-up share capital of the Company and its free reserves, that is to say, reserves not set apart for any specific purposes, provided however, outstanding at any point of time not shall not exceed a sum of Rs. 2500.00 Crores (Rupees Two thousand Five Hundred Crores Only) is proposed for this purpose.

Further in case of preferential allotment of debentures (Debentures), the Company is required to get approval from the shareholders if the offer or invitation to NCDs exceed the limits prescribed in section 180 (1)(c) of the Act.

None of the Directors, Key Managerial Personnel or their relatives are in any way concerned or otherwise interested in this resolution.

**For Vedika Credit Capital Ltd**

For Vedika Credit Capital Ltd.

  
Director

**Vikram Jain**  
**Whole Time Director**  
**DIN No.: 00367570**



**CERTIFIED TRUE COPY OF THE RESOLUTION PASSED AT THE EXTRA ORDINARY GENERAL MEETING OF THE COMPANY "VEDIKA CREDIT CAPITAL LTD" HELD ON MONDAY, 21ST DAY OF APRIL, 2025 AT 10:30 A.M. AT THE OFFICE OF THE COMPANY SITUATED AT XV KOKAR INDUSTRIAL AREA, OPPOSITE SADHU MADAN, KOKAR-834001, RANCHI, JHARKHAND**

**TO DISCUSS AND APPROVE SPECIAL POWER TO THE BOARD TO SELL/DISPOSE OF ETC. OF AN UNDERTAKING OF THE COMPANY IN ACCORDANCE WITH SECTION 180(1)(A)**

To consider and, if thought fit, to pass with or without modification(s) the following resolution as a special resolution to discuss and approve special power to the board to sell/dispose of etc. of an undertaking of the Company in accordance with Section 180(1)(a)

**"RESOLVED THAT** pursuant to the provisions of Section 180(1)(a) of the Companies Act, 2013 and other applicable provisions, if any, of the Companies Act, 2013, and the rules made thereunder, including any statutory modification or re-enactment thereof, for the time being in force (the "Act"), and such other approvals/sanctions/permissions as may be necessary, the members of the Company hereby accord their consent to the Board of Directors of the Company (hereinafter referred to as the "Board" which term shall be deemed to include any committee(s) constituted/ to be constituted by the Board to exercise its powers including the powers conferred by this resolution and with the power to delegate authority to any person or persons) to sell, lease or otherwise dispose of, to mortgage, charge, hypothecate, pledge or otherwise, encumber from time to time, movable and/or immovable, tangible and/or intangible properties/assets, both present and future and/or whole or substantially the whole of the undertaking(s) of the Company in such form, manner and time as the Board may deem fit, for securing any loans and/or borrowings and/or advances and/or guarantees and/or any financial assistance whether all/any of such financial assistance taken or to be taken in foreign currency and/or rupee currency by the Company and/or affiliates/associates Companies from any lender including without limitation, any bank, financial or other institutions, non-resident Indians, foreign institutional investors and/or public financial institutions as defined under Section 2(72) of the Act and/ or any other persons, bodies corporates and/or eligible foreign lenders and/or any entity/entities, machinery suppliers and/or any other person(s) or institution(s) providing finance for purchase of assets/business of the Company or for working capital or for purchase of specific items of machinery and equipment under any deferred payment scheme or bills discounting/ re discounting scheme or in favour of trustees for debenture holders that may be appointed here after, as security for the debentures/bonds that may be issued by the Company, Group Companies, Associates Companies and other person or persons together with interest, cost, charges, expenses and all other monies payable by the Company, Group Companies, Associates Companies and other person or persons to the said lender(s) and/or for the purpose of securing the securities (comprising of fully/partly convertible and/or non-convertible debenture and/or any other debts instruments with or without detachable or non-detachable warrants and/or secured premium notes and/or floating rate notes/bonds or other debt instruments) together with



interest, remuneration of the trustees, premium, if any, on redemption, costs, charges and expenses payable by the Company in terms of the trust deed/other documents to be finalized and executed between the Company and the trustees/lenders and containing such specific terms and conditions (which may include authorization to the lender to transfer /assignment of security in Favor of third party) and covenants in that behalf and agreed to between the Board of Directors and the trustees /lenders, up to a value of and within the overall limits of **Rs. 2500.00 Crores (Rupees Two thousand Five Hundred Crores Only)** outstanding at any point of time.

**RESOLVED FURTHER THAT** Mr. Gautam Jain, Managing Director, Mr. Vikram Jain, Whole Time Director, Mr. Gaurav Kumar Vohra, Company Secretary & Mr. Abhishek Agarwal, Chief Financial Officer of the company be and are hereby jointly and/or severally authorized to file necessary forms, required if any with the registrar of company, to make necessary entries in the register so as required and applicable and to complete the formalities for the as may be necessary, expedient and desirable for the same and to do such act, things and deed necessary to give effect to the above said resolution.”

**By Order of the Board of Directors**

**For Vedika Credit Capital Ltd**

**For Vedika Credit Capital Ltd.**

**Director**

**Vikram Jain**

**Whole Time Director**

**DIN No.: 00367570**

**EXPLANATORY STATEMENT AS PER SECTION 102 OF THE COMPANIES ACT, 2013**

As required by Section 102 of the Companies Act, 2013, the Following explanatory statement sets out all material information for the business mentioned in the accompanying notice dated 17.04.2025

Section 180(1)(c) and Section 180(1)(a) of the Companies Act, 2013 with effect from September 12, 2013, which stipulates obtaining prior approval of the Shareholders of the Company by way of Special Resolution for exercising the specified powers of the Board of Directors relating to borrowing and selling/disposing off etc. of an undertaking of the Company respectively.

Further In order to facilitate secured borrowing made by the Company to meet enhanced requirement of the fund as it would be necessary to create charge on the assets or whole or part of the undertaking of the Company there is a requirement to revise the limit so as provided to the board i.e., power to sell, lease or otherwise dispose of the whole or substantially the whole of the undertaking of the Company outstanding at any point of time up to Rs. 2500.00 Crores (Rupees Two thousand Five Hundred Crores Only) which requires consent of the members of the Company by way of a Special Resolution. Hence, the Special Resolution for authorizing the Board of Directors to sell/dispose off etc. of an undertaking of the Company not exceeding a sum of Rs. 2500.00 Crores (Rupees Two thousand Five Hundred Crores Only) outstanding is proposed for this purpose.

None of the Directors, Key Managerial Personnel or their relatives are in any way concerned or otherwise interested in this resolution.

**For Vedika Credit Capital Ltd**

For Vedika Credit Capital Ltd.

Director

**Vikram Jain**

**Whole Time Director**

**DIN No.: 00367570**

*Key Information Document*  
*Date: December 15, 2025*

*Private & Confidential*  
*For Private Circulation Only*

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

**ANNEXURE VII: DUE DILIGENCE CERTIFICATE**

*(As attached separately)*

CL/25-26/21861

(Annexure IIA)

**DUE DILIGENCE CERTIFICATE TO BE GIVEN BY THE DEBENTURE TRUSTEE AT THE TIME OF FILING THE DRAFT  
OFFER DOCUMENT/ INFORMATION MEMORANDUM**

*[In reference to Chapter II, Clause 2.2.4 of SEBI Master Circular for Debenture Trustees dated May 16, 2024]*

To,  
The Manager,  
**National Stock Exchange of India Limited.**  
Exchange Plaza, 5 Floor, Plot C/1, G Block,  
Bandra - Kurla Complex, Bandra (E),  
Mumbai 400 051.

Dear Sir / Madam,

**SUB ISSUE OF UP TO 2,000 (TWO THOUSAND) SENIOR, SECURED, RATED, LISTED, REDEEMABLE, TAXABLE, TRANSFERRABLE, NON-CONVERTIBLE DEBENTURES, EACH HAVING A FACE VALUE INR 1,00,000/- (INDIAN RUPEES ONE LAKH ONLY) AGGREGATING UP TO INR 20,00,00,000/- (INDIAN RUPEES TWENTY CRORES ONLY) AND A GREEN SHOE OPTION TO RETAIN OVERSUBSCRIPTION OF UP TO 1,000 (ONE THOUSAND) SENIOR, SECURED, RATED, LISTED, REDEEMABLE, TAXABLE, TRANSFERRABLE, NON-CONVERTIBLE DEBENTURES, EACH HAVING A FACE VALUE INR 1,00,000/- (INDIAN RUPEES ONE LAKH ONLY) AGGREGATING UP TO INR 10,00,00,000/- (INDIAN RUPEES TEN CRORES ONLY) IN TOTAL AGGREGATING UP TO INR 30,00,00,000/- (INDIAN RUPEES THIRTY CRORES ONLY) IN A DEMATERIALIZED FORM, ON A PRIVATE PLACEMENT BASIS, BY THE COMPANY (THE "ISSUE") (HEREINAFTER REFERRED TO AS "DEBENTURES") BY VEDIKA CREDIT CAPITAL LIMITED ("COMPANY") OR ("ISSUER").**

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

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

We confirm that:

- a) The Issuer has made adequate provisions for and/or has taken steps to provide for adequate security for the debt securities to be issued and listed.
- b) The Issuer has obtained the permissions / consents necessary for creating security on the said property(ies).
- c) The Issuer has made all the relevant disclosures about the security and its continued obligations towards the holders of debt securities.
- d) Issuer has adequately disclosed all consents/ permissions required for creation of further charge on assets in offer document / information memorandum and all disclosures made in the offer document / information memorandum with respect to creation of security are in confirmation with the clauses of debenture trustee agreement.

**CATALYST TRUSTEESHIP LIMITED**

Registered Office : CDA House, Plot No. 85, Bhusari Colony (Right), Paud Road, Pune - 411 038 Tel : +91 (20) 6680 7200  
Delhi Office : 910-911, 9<sup>th</sup> Floor, Kailash Building, 26 Kasturba Gandhi Marg, New Delhi - 110 001 Tel : +91 (11) 4302 9101/02  
Corporate Office : 901, 9<sup>th</sup> Floor, Tower-B, Peninsula Business Park, Senapati Bapat Marg, Lower Parel (W), Mumbai - 400013  
Tel : +91 (22) 4922 0555 Fax : +91 (22) 4922 0505  
CIN No. U74999PN1997PLC110262 Email : dt@ctltrustee.com Website : www.catalysttrustee.com

Pune | Mumbai | Bengaluru | Delhi | Chennai | GIFT City | Kolkata | Hyderabad

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- e) Issuer has given an undertaking that charge shall be created in favour of debenture trustee as per terms of issue before filing of listing application.
- f) Issuer has disclosed all covenants proposed to be included in debenture trust deed (including any side letter, accelerated payment clause etc.), offer document / placement memorandum.

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

**Place: Mumbai**

**Date: December 10, 2025**



**For Catalyst Trusteeship Limited**

**KRINA  
RUPESH  
BHAVSAR**

Digitally signed  
by KRINA RUPESH  
BHAVSAR  
Date: 2025.12.10  
11:27:39 +05'30'

**Ms. Krina Bhavsar  
Manager**

**CATALYST TRUSTEESHIP LIMITED**

Registered Office : CDA House, Plot No. 85, Bhusari Colony (Right), Paud Road, Pune - 411 038 Tel : +91 (20) 6680 7200  
Delhi Office : 910-911, 9<sup>th</sup> Floor, Kailash Building, 26 Kasturba Gandhi Marg, New Delhi - 110 001 Tel : +91 (11) 4302 9101/02  
Corporate Office : 901, 9<sup>th</sup> Floor, Tower-B, Peninsula Business Park, Senapati Bapat Marg, Lower Parel (W), Mumbai - 400013  
Tel : +91 (22) 4922 0555 Fax : +91 (22) 4922 0505  
CIN No. U74999PN1997PLC110262 Email : dt@ctltrustee.com Website : www.catalysttrustee.com

Pune | Mumbai | Bengaluru | Delhi | Chennai | GIFT City | Kolkata | Hyderabad

An ISO 9001 Company



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

**ANNEXURE VIII: IN-PRINCIPLE APPROVAL**

*(As attached separately)*

Ref. No.: NSE/LIST/9197

June 12, 2025

The Company Secretary  
Vedika Credit Capital Limited  
404, Shrilok Complex, 4th Floor, H.B. Road,  
Ranchi-834001, Jharkhand

Dear Sir/Madam,

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

This is with reference to your application requesting in-principle approval for General Information Document dated June 11, 2025 for proposed listing of Non-Convertible Securities on private placement basis to be issued in various tranches by Vedika Credit Capital Limited. In this regard, the Exchange is pleased to grant in-principle approval for the said issue, subject to adequate disclosures to be made in the General Information Document / Key Information Document in terms of SEBI (Issue and Listing of Non-Convertible Securities) Regulations, 2021 as amended from time to time, applicable SEBI Circulars and other applicable laws in this regard and provided the Company prints the Disclaimer Clause as given below in the General Information Document / Key Information Document after the SEBI disclaimer clause:

**“As required, a copy of this General Information Document / Key Information Document has been submitted to National Stock Exchange of India Limited (hereinafter referred to as NSE). It is to be distinctly understood that the aforesaid submission or in-principle approval given by NSE vide its letter via ref. No.: NSE/LIST/9197 dated June 12, 2025 or hosting the same on the website of NSE in terms of SEBI (Issue And Listing of Non-Convertible Securities) Regulations, 2021 as amended from time to time, should not in any way be deemed or construed that the document has been cleared or approved by NSE; nor does it in any manner warrant, certify or endorse the correctness or completeness of any of the contents of this document; nor does it warrant that this Issuer’s securities will be listed or will continue to be listed on the Exchange; nor does it take any responsibility for the financial or other soundness of this Issuer, its promoters, its management or any scheme or project of this Issuer.**

**Every person who desires to apply for or otherwise acquire any securities of this Issuer may do so pursuant to independent inquiry, investigation and analysis and shall not have any claim against the Exchange whatsoever by reason of any loss which may be suffered by such person consequent to or in connection with such subscription /acquisition whether by reason of anything stated or omitted to be stated herein or any other reason whatsoever”**

Please note that the approval given by us should not in any way be deemed or construed that the General Information Document / Key Information Document has been cleared or approved by NSE; nor does it in any manner warrant, certify or endorse the correctness or completeness of any of the contents of this document; nor does it warrant that the securities will be listed or will continue to be listed on the Exchange; nor does it

This Document is Digitally Signed

Ref. No.: NSE/LIST/9197

June 12, 2025

take any responsibility for the financial or other soundness of the Company, its promoters, its management or any scheme or project.

The in-principle approval granted by the Exchange is subject to the Issuer submitting to the Exchange prior to opening of the issue and at the time of listing, a valid credit rating letter/rationale covering the total issuance amount under the Key Information Document.

Kindly also note that these debt instruments may be listed on the Exchange after the allotment process has been completed, provided the securities of the issuer are eligible for listing on the Exchange as per our listing criteria and the issuer fulfills the listing requirements of the Exchange. The issuer is responsible to ensure compliance with all the applicable guidelines issued by appropriate authorities from time to time including SEBI (Issue and Listing of Non-Convertible Securities) Regulations, 2021 as amended from time to time, applicable SEBI Circulars, and other applicable laws in this regard.

Specific attention is drawn towards Para 1 of Chapter XV of SEBI Operational Circular No. SEBI/HO/DDHS/P/CIR/2021/613 dated August 10, 2021. Accordingly, Issuers of privately placed debt securities in terms of Securities and Exchange Board of India (Issue and Listing of Non-Convertible Securities) Regulations, 2021 and for whom accessing the electronic book platform (EBP) is not mandatory shall upload details of the issue with any one of the EBPs within one working day of allotment of securities. The details can be uploaded using the following links:

<https://www.nse-ebp.com>

<https://www.nseebp.com/ebp/rest/reportingentity?new=true>

This in-principle approval shall be valid for a period of one year from the date of opening of the first issue of securities under this General Information Document. Kindly note that such first issue of securities under this General Information Document should be opened within one year from the date of this letter.

Kindly note, this Exchange letter should not be construed as approval under any other Act /Regulation/Rule/Bye laws (except as referred above) for which the Company may be required to obtain approval from other department(s) of the Exchange. The Company is requested to separately take up matter with the concerned departments for approval, if any.

**Yours faithfully,**

**For National Stock Exchange of India Limited**

**Bansri Gosalia**  
**Senior Manager**

This Document is Digitally Signed



Signer: BANSRI RAKESH GOSALIA  
Date: Thu, Jun 12, 2025 17:02:22 IST  
Location: NSE

*Key Information Document*  
*Date: December 15, 2025*

*Private & Confidential*  
*For Private Circulation Only*

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

**ANNEXURE IX: CONSENT LETTER FROM REGISTRAR AND TRANSFER AGENT**

*(As attached separately)*



## NICHE TECHNOLOGIES PRIVATE LIMITED

(An ISO 9001:2015 Certified Company)

(Registrars & Share Transfer Agent) CIN: U74140WB1994PTC062636

3A, Auckland Place, 7<sup>th</sup> Floor, Room No. 7A & 7B, Kolkata – 700 017

Phones: (033) 2280 6616 / 6617 / 6618 Fax: (033) 2280 6619

E-Mail: nichetechpl@nichetechpl.com Website: <https://www.nichetechpl.com>

Date: 09-12-2025

To,  
The Board of Directors,  
**Vedika Credit Capital Ltd,**  
**Registered Office** - C/o Mr. Subir Dhara, Village - Choto Khataliya, P.O.- Shiuli Telini Para,  
Dist. - North 24 Parganas, West Bengal - 700121  
**Head Office** - 404, 4<sup>th</sup> Floor, Shrilok Complex, H.B. Road, Ranchi - 834001, Jharkhand

Dear Sir / Madam,

**Subject: Consent to act as Registrar & Transfer Agent for Private Placement Base Issue of 2,000 (Two Thousand) fully paid, Senior Secured, Rated, Listed, Taxable, Redeemable, Non-Convertible Debentures having a Face Value of Rs.1,00,000 (Indian Rupees One Lakhs Only) each, aggregating to Rs. 20,00,00,000 (Indian Rupees Twenty Crores Only) and Green Shoe option of 1,000 (One Thousand) fully paid, Senior Secured, Rated, Listed, Taxable, Redeemable, Non-Convertible Debentures having a Face Value of Rs.1,00,000 (Indian Rupees One Lakhs Only) each, aggregating to Rs. 10,00,00,000 (Indian Rupees Ten Crores Only) Aggregating to INR 30,00,00,000/- (Indian Rupees Thirty Crore Only) ("Issue") by Vedika Credit Capital Ltd ("Issuer").**

This is in reference to your letter dated **09.12.2025** regarding appointment of **Niche Technologies Private Limited** as **Registrar and Transfer Agent** for Private Placement Base Issue of 2,000 (Two Thousand) fully paid, Senior Secured, Rated, Listed, Taxable, Redeemable, Non-Convertible Debentures having a Face Value of Rs.1,00,000 (Indian Rupees One Lakhs Only) each, aggregating to Rs. 20,00,00,000 (Indian Rupees Twenty Crores Only) and **Green Shoe** option of 1,000 (One Thousand) fully paid, Senior Secured, Rated, Listed, Taxable, Redeemable, Non-Convertible Debentures having a Face Value of Rs.1,00,000 (Indian Rupees One Lakhs Only) each, aggregating to Rs. 10,00,00,000 (Indian Rupees Ten Crores Only) **Aggregating to INR 30,00,00,000/- (Indian Rupees Thirty Crore Only) ("Issue")** by Vedika Credit Capital Ltd ("Issuer").

We do hereby convey our acceptance to act as the **Registrar and Transfer Agent** for the said Issue. We certify that the information given below is correct and give our consent to our name being included as **"Registrar and Transfer Agent to the Issue"** to **"Vedika Credit Capital Ltd"** in the Private Placement Memorandum/Placement Memorandum/Offer Document/ Information Memorandum/Disclosure Document to be filed with **NSE WDM Segment**, and other applicable laws, as amended from time to time.

The following details with respect to us may be disclosed:

Logo:	
Name:	Niche Technologies Private Limited
CIN	U74140WB1994PTC062636
Address:	3A, Auckland Place. 7th Floor, Room No. 7A & 7B, Kolkata, West Bengal - 700017, India
Telephone No.	(033) 2280 6616 / 17 / 18
Fax No.:	(033) 2280 6619



## NICHE TECHNOLOGIES PRIVATE LIMITED

(An ISO 9001:2015 Certified Company)

(Registrars & Share Transfer Agent) CIN: U74140WB1994PTC062636

3A, Auckland Place, 7<sup>th</sup> Floor, Room No. 7A & 7B, Kolkata – 700 017

Phones: (033) 2280 6616 / 6617 / 6618 Fax: (033) 2280 6619

E-Mail: nichetechpl@nichetechpl.com Website: <https://www.nichetechpl.com>

Website:	<a href="http://www.nichetechpl.com/">www.nichetechpl.com/</a>
E-mail:	<a href="mailto:nichetechpl@nichetechpl.com">nichetechpl@nichetechpl.com</a>
Contact Person:	Mr. S Abbas
Designation:	Sr. Manager- Systems
SEBI Registration No.	INR000003290

We authorize “Vedika Credit Capital Ltd” to deliver a copy of this consent letter to SEBI/Stock Exchange/Registrar of Companies, pursuant to the provisions of the SEBI (Issue and Listing of Non-Convertible Securities) Regulations, 2021, as amended from time to time.

Yours faithfully,

For Niche Technologies Private Limited

Name - S. Abbas

Designation - Sr. Manager - Systems

Contact No. - 98303 26165

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## **ANNEXURE X – AUDITED FINANCIAL STATEMENTS**

Audited Financials for FY 2022-2023, FY 2023-2024 and FY 2024-2025 along with the unaudited financial statements for the period ended September 30, 2025 are provided hereinbelow in this General Information Document:

- (A) Audited Financials for the financial year ended 2024-2025 – [Audited Financials \(2024-2025\)](#)
- (B) Audited Financials for the financial year ended 2023-2024 – [Audited Financials \(2023-2024\)](#)
- (C) Audited Financials for the financial year ended 2022-2023 – [Audited Financials \(2022-2023\)](#)
- (D) Unaudited Financial for the current financial year ended as of September 30, 2025 – [Unaudited Financials \(September 30, 2025\)](#)

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**ANNEXURE XI – TERM SHEET**

*(As attached separately)*

## INDICATIVE TERM SHEET / SANCTION LETTER

The terms and conditions given below are indicative only and are not exhaustive and subject to further change(s).

PARTIES INVOLVED IN THE ISSUE	
Issuer / Company	Vedika Credit Capital Ltd. ("Vedika")
Investor	Grip Invest Technologies Private Limited ("Grip") and/or its identified affiliates/ designated entities.  The Investor shall act as the designated agent for subsequent Debenture Holders of the NCD, receiving information and performing specific functions as outlined in the Transaction Documents. The Investor shall have no liability for any action, inaction, or delay under the Transaction Documents.
Debenture Trustee	Catalyst Trusteeship Limited
Depository	NSDL and CDSL
Registrar and Transfer Agent	Niche Technologies Private Limited
Stock Exchange(s)	National Stock Exchange ("NSE") or Bombay Stock Exchange ("BSE")
Rating Agency(s)	Infomerics
Legal Counsel	Juris Corp
Promoter Group/ Promoters, if any	Mr. Gautam Jain, Mr. Vikram Jain and their associated entities
DETAILS OF THE INSTRUMENT	
Security Name	11.5% Vedika Apr'28
Type of Instrument/ Facility	Non-convertible debentures with monthly interest payment and principal redemption in 3 equal instalments in 20 <sup>th</sup> , 24 <sup>th</sup> and 28 <sup>th</sup> month as per the <b>Schedule 1 (Redemption Schedule)</b> below.
Nature of Instrument	Listed, Rated, Senior, Secured, Transferable, Redeemable, Transferable Non-Convertible Debentures (" <b>Debentures</b> ").
Seniority/ Ranking (Senior / Subordinated)	Senior  Each Debenture issued by the Company will constitute direct, senior, and secured obligations of the Company. Further, the Debenture Holders shall have a first ranking exclusive and continuing charge over the Hypothecated Assets ( <i>defined hereinafter</i> ). It is clarified that the claims of the Debenture Holders in this regard shall be akin to all other senior secured indebtedness of the Company.  Each of the Debenture Holders shall inter-se rank pari passu in relation to their rights and benefits in relation to the Debentures, without any preference or privilege.

This document does not constitute an offer, or an invitation to offer, or a recommendation to enter into any transaction. We have sent you this document in our capacity as a financial counterparty acting as an agent's (agent) and are not acting as your financial adviser or in a fiduciary capacity in respect of this proposed transaction or any other transaction. You should make an independent assessment of the appropriateness of entering into any transaction in the light of your own objectives and circumstances, including the possible risks and benefits of entering into such transaction. You should also consider seeking advice from your own advisers in making this assessment.

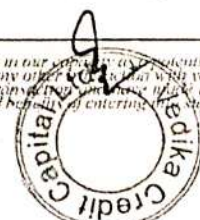
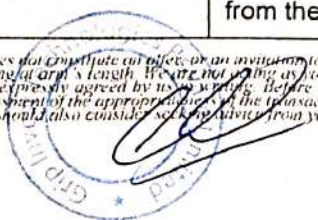
Listing	Listed						
Listing Requirements	<p>The Debentures are proposed to be listed on NSE within such timelines as may be permitted under SEBI Securities and Exchange Board of India (Issue and Listing of Non-Convertible Securities) Regulations, 2021 ("<b>SEBI ILNCS Regulations</b>") read with SEBI ILNCS operational circular and any other applicable law. Provided always that the application for listing is required to be completed within 2 (two) trading days of the Deemed Date of Allotment.</p> <p>In case of delay in listing of the Debentures issued on privately placement basis beyond the timelines specified under applicable law, the Company shall pay penal interest of 1% (one per cent) per annum over the Coupon Rate for the period of delay to the Investor (i.e. from Deemed Date of Allotment of listing).</p> <p>The Company shall ensure that the NCDs are issued and listed in compliance with the SEBI ILNCS Regulations and the SEBI ILNCS operational circular.</p> <p>In the event the Debentures are not listed on the Stock Exchange within the stipulated herein above, the Issuer shall, remit the subscription monies back to the account of the Applicant / initial Debenture Holder along with the penal interest referred above (without any cure period).</p>						
Settlement Mode	Any payments to be made to a Debenture Holder shall be made by the Company in INR using the services of ECS, RTGS or NEFT into the bank account of the Debenture Holder						
Rating(s)	Infomerics A-/Stable Outlook						
<b>ISSUE DETAILS</b>							
Mode of Issue	Private Placement						
Form of Issue	Debentures will be issued in dematerialised form.						
Issue Size & Greenshoe Option	Total sanction of INR 30,00,00,000 (Indian Rupees Thirty Crores only) comprising primary tranche of INR 20,00,00,000 and a green shoe option of INR 10,00,00,000 to be issued as part of the primary tranche) (referred to as " <b>Issuance</b> ").						
Tenor	28 months from the Deemed Date of Allotment. The Tenor cannot be extended beyond the above-mentioned period without the consent of the holders of the Debentures (" <b>Debenture Holder</b> ").						
Face Value	INR 1,00,000 (Indian Rupees One Lakh only) per Debenture.						
Minimum Application and in Multiples of Thereafter	One Debenture bearing face value of INR 1,00,000 (Indian Rupees One Lakh only) each and in multiples of one Debenture thereafter as per applicable law.						
Issue Price	The Debentures will be issued at par.						
Tentative Issue Schedule	<table border="1"> <tr> <td>Issue Opening Date</td><td>19 December 2025</td></tr> <tr> <td>Issue Closing Date</td><td>19 December 2025</td></tr> <tr> <td>Issue Payin Date</td><td>22 December 2025</td></tr> </table>	Issue Opening Date	19 December 2025	Issue Closing Date	19 December 2025	Issue Payin Date	22 December 2025
Issue Opening Date	19 December 2025						
Issue Closing Date	19 December 2025						
Issue Payin Date	22 December 2025						

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	<table border="1"> <tr> <td>Deemed Date of Allotment</td><td>22 December 2025</td></tr> </table> <p><b>"Deemed Date of Allotment"</b> shall mean the date on which the Debentures have been allotted by the Company to the Investor as per the Transaction Documents.</p>	Deemed Date of Allotment	22 December 2025
Deemed Date of Allotment	22 December 2025		
EBP	The 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 EBP Platform during the Issue period		
Objects of the Issue	<p>The proceeds of the Issue will be utilized for on-lending only ("<b>Purpose</b>"). The Company shall submit an end use management undertaking, certified by the statutory auditor of the Company within 15 days from Deemed Date of Allotment confirming the utilisation of funds raised from the issuance of the Debentures for the Purpose.</p> <p>The Company shall utilise the amounts received from the subscription of the Debentures for the agreed Purpose. No part of the proceeds from the Issue will be used towards:</p> <ul style="list-style-type: none"> <li>(i) investment in capital markets;</li> <li>(ii) refinancing of existing loans;</li> <li>(iii) investment in real estate or land acquisition;</li> <li>(iv) indulging in any activities which are prohibited under applicable law;</li> <li>(v) any speculative business or activity;</li> <li>(vi) any purpose, that is not eligible for the providing of financing by banks to non-banking financial companies for bank finance to non-banking financial companies, or, which results in a breach of the RBI's master circular no. DOR.CRE.REC.No.07/21.04.172/2022-23 dated April 1, 2022 on "Bank Finance to Non-Banking Financial Companies (NBFCs)").</li> </ul>		
Recovery Expense Fund	0.01% of the Issue Size or such other amount as required by SEBI		
<b>COUPON PAYMENT</b>			
Coupon Type	Fixed		
Coupon Rate	11.50% (Eleven decimal five zero per cent) per annum payable monthly.		
Coupon Payment Frequency	Monthly (as per the repayment schedule shared by the Investor, from time to time).		
Coupon Calculation	<p>Outstanding Principal* Coupon Rate *<math>\frac{(t_2-t_1)}{365,366}</math>].</p> <p>"t1" being the last coupon payment date/deemed date of allotment.  "t2" being the date of payment of coupon.</p>		
Rating Downgrade	In the event, Rating of the Debentures is downgraded from the current Rating of Infomerics A- and/or the credit rating of the Company is downgraded at any point in time during the tenor of the Debentures, the applicable Coupon Rate shall increase by 0.5% (zero point five per cent) per annum for each notch over and above the then existing Coupon Rate (" <b>Step Up Rate</b> ") in the event of downgrading of the Rating of the Debentures or credit rating of the Company (by any credit rating agency, including without limitation, by Infomerics). It is clarified that, the Step Up Rate shall be applicable from the date of such rating downgrade.		

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Following the Step Up until the rating of the Debentures and/or Company is restored to the Rating and/or the company rating (as the case may be), if the rating of the Debentures and/or the Company is upgraded, the prevailing Step Up Rate shall be decreased by 0.5% (zero point five per cent) for each upgrade of 1 (one) notch from the rating of the Debentures and/or the Company (until the rating of the Debentures and/or the Company is restored to the Rating and/or the company rating (as the case may be) and such decreased rate of interest shall be applicable immediately from the date of such upgrade. PROVIDED THAT the decreased rate of interest in accordance with this provision cannot, in any case, be lower than the Coupon Rate.

It is clarified that, if following the Step Up, the rating of the Debentures and/or the Company is restored to the Rating and/or the company rating (as the case may be), then the interest shall be payable at the Coupon Rate, from the date that the relevant rating is restored.

In addition to the above, the Debenture Holders shall also have a right of call for early redemption at par ("Recall Option") in case the rating of the Debentures falls by more than 1 (one) notch from the current rating of Infomerics A-.

The Recall Option shall be exercised at PAR, with a prior notice of 15 calendar days to the Company. It is further clarified that if the Debenture Holders avail the Recall Option, it shall not attract any Prepayment Penalty.

In case the Company has obtained rating in relation to the Debentures and/or the Company from more than one rating agency, the lowest rating issued by the rating agency in relation to the Debentures shall be considered for the purpose of Step Up Rate.

Penal Rate of  
Interest/Default/Additional  
Interest

Charged at:

(A) 5% (five per cent) per annum from the date of default (over the applicable Coupon Rate) on the outstanding principal amount, for the period of default, in case of default in payment of interest and / or principal redemption on the due dates by the Company; For avoidance of doubt, no cure period will be applicable for such a payment default. However, if there is a payment delay on account of a technical reason such as incorrect beneficiary details or similar administrative issues and such delay is corrected within 3 business days with all scheduled payouts to Debenture Holders made in full, such a payment delay shall not be construed as a payment default and shall not attract 5% penalty.

(B) 2% (two per cent) per annum (over the applicable Coupon Rate) on the outstanding principal amount, for the period of default in case of breach in the performance of any of the covenants, including but not limited to the financial covenants applicable to the Company or any other Event of Default.

Unless specifically provided otherwise, any additional/Default Interest payable by the Company in accordance with the Transaction Documents shall be in addition to and independent of any additional/Default Interest payable by the Company in accordance with any other provision of the Transaction Documents.

## REDEMPTION

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Trigger Event and Accelerated Principal Payment	<p>Trigger events are to be tested quarterly from the date of issuance till the end of tenure of the issue.</p> <p>i) Capital adequacy ratio calculated as per RBI norms shall not fall below 25%</p> <p>ii) NNPA calculated as per RBI norms shall not exceed 2.0%</p> <p>iii) Ensure that the PAT (as determined in accordance with Applicable Accounting Standards) is not negative for last four consecutive quarters put together a quarterly basis.</p> <p>If the issuer fails to maintain any of the above-mentioned trigger events at any point in time during the tenure of the issuance, any individual debenture holders shall have the right but not the obligation to request for accelerated principal payment for their NCD holding only.</p>
Redemption Amount	The Debentures will be redeemed at par.
Scheduled Redemption	Debentures shall be redeemed in accordance with <b>Schedule 1 (Redemption Schedule)</b> hereto and shall be fully redeemed by the Final Redemption Date.
Early Redemption	<p>Debentures may be redeemed by the Issuer prior to the Final Redemption Date without any additional coupon or penal interest for:</p> <p>(i) any Force Majeure Event;</p> <p>(ii) if such early redemption becomes necessary due to a change in applicable law resulting in any of the Transaction Documents or the transaction structure contemplated hereunder becoming unlawful, void, or unenforceable; and</p> <p>(iii) any rating downgrade where the rating falls to 'BBB+' and below</p> <p>It is clarified that no part prepayment will be allowed (and the entire outstanding amount of the Debentures will have to be prepaid in such case).</p> <p>It is clarified that no Put/ Call options are available with the Company for early redemption.</p> <p>"Force Majeure Event" means any event due to any cause beyond the reasonable control of a party, including but not limited to sabotage, fire, flood, explosion, acts of God, civil commotion, strikes or industrial action of any kind, riots, insurrection, war, acts of government, which impacts the Company's ability to pay the outstanding amounts under the Debentures.</p>
Early Redemption Date	Date on which the debentures are redeemed prior to the Final Redemption Date.
Final Redemption Date	28 (i.e., Twenty-eight months from the Deemed Date of Allotment).
Redemption Premium, if any	Not Applicable
Record Date	The date which is 15 (fifteen) calendar days prior to the Final Redemption date or Early Redemption date or interest payment date, as the case may be, on which the determination of the persons entitled to receive Redemption Amount including any/ interest amount, as the case may be, in respect of the Debentures (i.e., persons whose names are registered in the register of Debenture Holders or NSDL or CDSL records) shall be made.
Buy-Back	Not Applicable
Put Option Date	Not Applicable

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Call Option Date	Not Applicable
Put Notification Time	Not Applicable
Call Notification Time	Not Applicable
<b>CONVENTIONS</b>	
Day Count Basis	Actual/Actual
Business Day	Means any day on which money markets are functioning in Mumbai, other than a public holiday under Section 25 of the Negotiable Instruments Act, 1881 or a Sunday, on which money markets are functioning in Mumbai.
Business Day Convention	<ul style="list-style-type: none"> <li>i) If the date of payment of any interest in respect of the Debentures falls on a day that is not a business day, such payment of interest shall be made on the immediately succeeding business day;</li> <li>ii) If the date of payment of any redemption amount falls on a day that is not a Business Day, such payment of instalment shall be made on the immediately preceding business day; and</li> <li>iii) If the Final Redemption Date or the Early Redemption Date (the date on which the Debentures are redeemed prior to the Final Redemption Date in terms of the Transaction Documents), as the case may be, falls on a day that is not a business day, such payment of interest and redemption amount shall be made on the immediately preceding business day.</li> </ul>
Interest on Application Money	Interest at the rate of 1% (one per cent) per annum by the Company over the Coupon Rate (subject to deduction of tax at source at the rate prevailing from time to time under the provisions of the Income Tax Act, 1961) will be paid on Application Money to the Applicants 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. 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.
<b>SECURITY DETAILS</b>	
Hypothecation	<p>The amounts outstanding under the Debentures (including but not limited to interest, default interest, remuneration of the Trustee, charges, fees, expenses and any other charges due from the Company), shall be secured (on or prior to the Deemed Date of Allotment), on a first ranking exclusive and continuing charge basis by way of hypothecation in favour of the Debenture Trustee for the benefit of the Debenture Holders over identified loan receivables of the Company that fulfil the eligibility criteria set out here below under the heading 'Eligibility Criteria' ("<b>Hypothecated Assets</b>"), with the prescribed Security Cover Ratio (as defined below).</p> <p>The security will be created on or before the Deemed Date of Allotment (with NIL portfolio origination period), and will be perfected within 7 (seven) days from the Deemed Date of Allotment. The Company's failure to perfect the security shall attract 2% (two per cent) additional interest over the Coupon Rate on the outstanding amounts in relation to the Debentures up to the date security is perfected and an option will be given to the Debenture Holders for early redemption after 7 (seven) days, if the security not perfected till the 7<sup>th</sup> (seventh) day.</p>

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*[Handwritten Signature]*  
*[Circular Stamp: Gripp India Pvt. Ltd.]*

*[Handwritten Signature]*  
*[Circular Stamp: Vedika Capital Ltd.]*

	<p>The charge for the security with ROC shall be modified within 15 (Fifteen) days from end of calendar quarter wherein charge over the replaced security shall be created and security which does not meet the eligibility criteria shall be removed.</p> <p><b>Eligibility Criteria for the Hypothecated Assets</b></p> <p><b>General Criteria:</b></p> <ol style="list-style-type: none"> <li>Each loan must be directly originated by the Company and no loans should have been purchased from a third party;</li> <li>Loans must be unencumbered (other than under the Transaction Documents) and not sold or assigned or subject to any security interest created by the Company;</li> <li>Loans must have been originated while complying with all the extant 'know your customer' norms specified by the RBI;</li> <li>The Loans must have been originated at the branches owned, controlled and operated by the Company directly and not through branches operated by the Company's origination partners;</li> <li>Loans are current and not in overdue at the time of hypothecation and have not been terminated or prepaid;</li> <li>No loans must have DPD &gt; 0;</li> <li>No loans should be restructured or rescheduled;</li> <li>No loans should be given to related parties;</li> <li>Each loan constituting the portfolio should have been fully disbursed;</li> <li>None of the Obligors have been delinquent on (or have defaulted on) any other financial obligations with the Seller or to the knowledge of the Seller, to any other financial creditor (as defined under IBC) or operational creditor (as defined under IBC) of such Obligor during the last six (6) months prior to the date of loan origination by Vedika;</li> <li>There are no outstanding obligations, on the part of Company, to be performed under the Loan Agreements;</li> <li>Each loan must be existing at the time of hypothecation;</li> <li>All loans constituting the Hypothecated Assets must be "standard" and comply with the applicable RBI Guidelines; and</li> <li>The Company has not initiated legal or repossession against any of the Obligors of the loans (if applicable).</li> </ol> <p><b>Specific Criteria:</b></p> <ol style="list-style-type: none"> <li>Loans originated from the branches which have PAR 90 (90+ DPDs) of more than 3.0% in their own portfolio as of Sep'25 and each quarter thereon, must not form a part of the total Hypothecated Assets;</li> <li>Total value of Hypothecated Assets originated from any single state shall, at any point in time, to not exceed 30% (thirty percent) of the total Hypothecated Assets; and</li> <li>Each loan shall not be greater than 0.50% (zero decimal five zero percent) of Issuer's Tangible Net Worth.</li> </ol> <p>The Security Cover (as defined hereinafter) shall be confirmed by the Company on a monthly basis.</p> <p>The Company shall not, under any circumstance, transfer, sell, assign or create any encumbrances over or assign the Hypothecated Assets in favour of any third party.</p>
Security Cover	1.20x (one decimal two zero times) of the amounts outstanding under the Debentures (including but not limited to interest, default interest, remuneration of the Trustee,

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charges, fees, expenses and any other charges due from the Company) ("**Security Cover Ratio**") where at least 1.20 (one decimal point two zero) time or 120% (one hundred and twenty percent) of the security cover is from principal receivables

Until the redemption of the Debentures, the amounts outstanding under the Debentures (including but not limited to interest, default interest, remuneration of the Trustee, charges, fees, expenses and any other charges due from the Company) shall be secured by (to the satisfaction of the Debenture Holders) by a first ranking and exclusive charge equal to Security Cover Ratio over the Hypothecated Assets which are free from any encumbrances/charge/lien.

The Company shall, on a monthly basis, forthwith (and not later than 3 (three) Business Days of the Hypothecated Assets failing to meet the criteria) replace any Hypothecated Asset(s) which fails to meet the Eligibility Criteria and provide on a monthly basis, book debts to the Debenture Trustee over which the charge is created and subsisting by way of hypothecation in favour of the Debenture Trustee (for the benefit of the Debenture Holders) ("**Hypothecated Receivables Report**")

Upon such replacement of the Hypothecated Assets, the Company shall hypothecate additional loans that comply with the prescribed Eligibility Criteria (set out under heading "**Hypothecation**" above) to the Debenture Trustee such that the principal amounts outstanding under the loans constituting the Hypothecated Assets shall not be less than the Security Cover Ratio. Any additional loans added pursuant to the above to secure the Debentures shall be considered as part of the Hypothecated Assets.

In the event of the Security Cover Ratio falling below the stipulated cover on account of unavailability of loans that comply with the prescribed Eligibility Criteria, the Company shall, not later than 3 (three) business days after the occurrence of such event, furnish in favor of the Debenture Trustee, a cash collateral (in the form of a fixed deposit, with a lien and set off marked in favor of the Debenture Trustee) placed with a scheduled commercial bank mutually decided by the Debenture Trustee and the Company ("**Cash Collateral**"). The Cash Collateral shall be to the extent of the difference in value of the loans provided by the Company as per the Eligibility Criteria and the Security Cover stipulated hereunder, such that the Security Cover with respect to the issuance is maintained at all times. The aforementioned Cash Collateral shall also be the subject matter of the charge by way of hypothecation. The Company shall also file any modification of charges in Form CHG-1 with the Registrar of Companies ("**ROC**") for any top-up/updation and replacement of the Hypothecated Assets.

The aforesaid modification of charges will be filed within 7 (seven) days from the date of replacement/ top-up of the Hypothecated Assets. The Company's failure to create and perfect security shall attract 2% (two per cent) additional interest over the Coupon Rate on the outstanding amounts in relation to the Debentures up to the date security is perfected and an option will be given to the Debenture Holders for early redemption after 30 (thirty) days if it's not perfected till the 30<sup>th</sup> (thirtieth) day.

Additional  
package

Security

- i) A demand promissory note and letter of continuity; and
- ii) Three (3) undated cheques covering the entire Facility Amount including interest.

## COVENANTS

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Conditions Precedent to Disbursement

- The Issuer must fulfil all Conditions Precedent and share all the requisite documents prior to the EBP announcement date. Any delay in submission may result in the EBP bidding being deferred, or in extreme cases, cancelled.
- i) Certified true copy of the constitutional documents and authorizations/resolution of the shareholders of the Company under 180(1)(c) and 180(1)(a) of the Act and resolution of the shareholders of the Company under Section 42 of the Act;
  - ii) Certified true copy Board/ Committee resolution:
    - 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 Debenture Trustee; approving the terms and execution of, and the transactions contemplated by the Transaction Documents;
    - authorizing a director or directors or other authorized executives to execute the Transaction Documents;
    - to appoint the other intermediaries in relation to the issue of Debentures; and
    - authorizing a person or persons, on its behalf, to sign and/or dispatch all documents and notices to be signed and/or dispatched by it under or in connection with the Transaction Documents.
  - iii) The Debentures achieve a rating of at least A- from the Rating Agency (evidenced by credit rating letter(s) along with rating rationale);
  - iv) Debenture Trustee consent letter;
  - v) RTA consent letter;
  - vi) A copy of the tripartite agreement(s) executed between the Company, the RTA and the depository;
  - vii) Execution of PAS-4;
  - viii) Execution of Debenture Trustee Agreement ("DTA") and Debenture Trust Deed ("DTD"), Deed of Hypothecation in relation to the Hypothecated Assets and other Transaction Documents;
  - ix) Enabling clause in the Articles of Association of the Company to allow appointment of a Nominee Director by the Debenture Trustee;
  - x) Circulation of Private Placement Offer Letter in PAS-4 along with the necessary annexure;
  - xi) Net worth certificate from the Promoter(s) as of latest quarter end prior to Effective Date, duly certified by an Independent Chartered Accountant;
  - xii) The Company shall deliver 3 (three) duly filled/signed undated cheques (in favour of Debenture Trustee) for principal repayment (totalling to the entire Issue Size, including the green-shoe option) and the Coupon Payment amount to the Debenture Trustee;
  - xiii) Due Diligence Certificate in the format designated by the Debenture Trustee, and as required under applicable law;
  - xiv) Certificate from chartered accountant confirming that (A) the Company is solvent and no bankruptcy or Insolvency Related Event have been initiated or pending against it; (B) there are no tax dues or any other sums pending and payable by the Company under the Income Tax Act, 1961 and no claims, demands or notices have been received by the Company and/or the Promoter Group with respect to any tax or any other sum payable by the Company under the Income Tax Act, 1961; and (C) there are no encumbrances on the Hypothecated Assets;
  - xv) Certificate from management confirming that: (A) borrowing, securing or otherwise collateralising, as appropriate, the Debentures would not cause any borrowing, securing, collateralising or similar limit binding on it to be exceeded

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	<p>(including any limits imposed under any resolution passed by the shareholders of the Company); (B) each copy document relating to it specified in Transaction Documents is correct, complete and in full force and effect as at a date; (C) no Event of Default is continuing or would result from the allotment of Debentures under the proposed Issue; (D) the Representations and Warranties set out in the Transaction Documents are true and correct; (E) no Material Adverse Effect has occurred and no circumstances exist which could give rise, with the passage of time or otherwise, to a Material Adverse Effect and; (F) the value of the Hypothecated Assets is being at least equal to the Security Cover and (G) the Company, and the Promoters are solvent;</p> <p>xvi) A specimen of the signature of each person authorised by the resolutions;</p> <p>xvii) Satisfactory CIBIL check in respect of the Company and the Promoters, and directors of the Company;</p> <p>xviii) In-principle listing approval from the Stock Exchange (if applicable);</p> <p>xix) Security creation in accordance with the Operational guidelines for 'Security and Covenant Monitoring' using Distributed Ledger Technology (DLT) dated March 29, 2022, and ancillary Circulars issued by SEBI thereof;</p> <p>xx) Each of the Debenture Holders shall inter-se rank pari passu in relation to their rights and benefits in relation to the Debentures, without any preference or privilege;</p> <p>xxi) Copy of 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> <p>xxii) Payment of all fees and expenses with respect to the facility including but not limited all fees and stamp duty under the Transaction Documents executed is done to the satisfaction of the Investor/Debenture Trustee;</p> <p>xxiii) A copy of the Company's constitutional documents certified as correct, complete and in full force and effect by the appropriate officer;</p> <p>xxiv) The Company shall have submitted to the Debenture Trustee and Debenture Holders its audited account statements for the most recent financial year or audited financial half-year;</p> <p>xxv) Such other information/documents, certification by Company's authorized representative.</p>
Conditions Subsequent to Disbursement	<p>i) The Company shall provide certified true cop(ies) of the board resolution for the allotment of the Debentures on the day of the Deemed Date of Allotment for Debentures;</p> <p>ii) The Company shall immediately on receipt of funds, take on all necessary steps to, including making all applicable filings in the Registrar of Companies and obtaining all necessary approvals including filing Form PAS-5 along with the list of allottees and Form PAS 3 along with requisite fee within prescribed timelines and shall share the copy of Form PAS-5 being maintained by the Company in accordance with the Act, where the Company has recorded the names of the subscribers to the Debentures within 7 (seven) business days of Deemed Date of Allotment for Debentures. Further, the Company shall circulate the filed PAS 3 and PAS 5 documents along with the Placement Memorandum;</p> <p>iii) The Company shall ensure credit of demat account(s) of the allottee(s) with the number of NCDs allotted within T+3 as may be the settlement mechanism and as per applicable law shall 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;</p> <p>iv) The Company will get this transaction covered in the issue specific rating letter within 3 (three) months from the 1<sup>st</sup> disbursement date;</p>

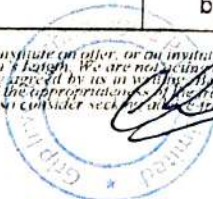
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	<ul style="list-style-type: none"> <li>v) Listing of Debentures in accordance with applicable listing timeline;</li> <li>vi) The Company shall ensure compliance with SEBI ILNCS Regulations / Companies Act 2013 ("Act") (as applicable) and any other applicable law for issuance and listing of NCDs;</li> <li>vii) Filing of statutory forms for perfection of charge within 7 days of Deemed Date of Allotment and share copy of filed form (as may be prescribed with the relevant Registrar of Companies) to be filed by the Company in relation to the Security created over the Hypothecated Assets;</li> <li>viii) Payment of stamp duty on the Debentures;</li> <li>ix) As applicable to the Company in accordance with the applicable law(s), relevant filings in the prescribed form to be made with 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;</li> <li>x) If applicable, the Company shall provide all the necessary assistance to the Debenture Trustee for filing of and registering with the Central Registry under the Securitization 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 for Debentures and for enforcement of such security within the timeline stipulated under applicable law;</li> <li>xi) As applicable to the Company, in accordance with the applicable law(s), relevant filings in the prescribed form to be made with 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;</li> <li>xii) The Company shall provide any other document as required by the Debenture Trustee or as required elsewhere under the Transaction Documents; or</li> <li>xiii) The Company shall submit an end use certificate from its statutory auditor within 15 days from the Deemed Date of Allotment</li> </ul>
Affirmative Covenants	<ul style="list-style-type: none"> <li>i) To comply with corporate governance, fair practices code prescribed by the RBI;</li> <li>ii) Notification of any Event of Default or potential Event of Default;</li> <li>iii) Obtain, comply with, and maintain all licenses / authorizations;</li> <li>iv) Provide details of any material litigation, arbitration, or administrative proceedings against the Company;</li> <li>v) Maintain internal control for the purpose of (i) preventing fraud on monies lent by the Company; and (ii) preventing money being used for money laundering or illegal purposes;</li> <li>vi) Permit visits and inspection of books of records, documents, and accounts to the Debenture Trustee and comply with monitoring requests of the Debenture Trustee at its sole discretion; with a prior written notice of at least 7 business days' and comply with monitoring requests of the Debenture Trustee at its sole discretion;</li> <li>vii) Mr. Gautam Jain, and Mr. Vikram Jain continues to hold executive positions and directorship in the Issuer until the Final Redemption Date;</li> <li>viii) To comply with latest regulatory guidelines, including on Liquidity Coverage Ratio (LCR), if applicable;</li> <li>ix) Comply with monitoring and/or servicing requests/calls from Debenture Trustee on a quarterly basis;</li> </ul>

	<ul style="list-style-type: none"> <li>x) The Company shall submit progress performance reports to the Investor on a monthly basis in the format to be specified from time to time;</li> <li>xi) To utilise the proceeds of this issue in accordance with the agreed purpose and applicable laws and regulations and as mentioned in Transaction Documents;</li> <li>xii) The Company agrees that the Investor may conduct discretionary audit/visit/monitoring visit on the Company (or its branch) on a quarterly basis or such other frequency as the Investor may decide. Discretionary audit/monitoring visit shall be conducted after providing an intimation to the Company, 7 business days in advance;</li> <li>xiii) The Investor shall have the right to carry out legal, financial, business, tax and commercial due diligence on the Company and its business and operations prior to entering into any of the transactions contemplated herein; and</li> <li>xiv) Comply with and perform such other conditions as mentioned in detail the Transaction Documents.</li> </ul>
Negative Covenants	<p>The Company and the Holding Company (if any) shall not, without the prior written permission of the Debenture Holders/Debenture Trustee, do or undertake to do any of the actions as mentioned below:</p> <ul style="list-style-type: none"> <li>i) redeem, purchase, buyback, defease, retire, return or repay any of its equity share capital or resolve to do so;</li> <li>ii) merger, acquisition, restructuring, amalgamation;</li> <li>iii) enter into any transaction of de-merger, consolidation, re-organization, scheme of arrangement or compromise with its creditors or shareholders or effect any scheme of amalgamation or reconstruction;</li> <li>iv) purchase or redeem any of its issued shares except equity shares allotted under ESOP scheme of the Company/ Holding Company (if any) or reduce its share capital;</li> <li>v) without the prior written consent of the Debenture Trustee, the Issuer shall not make any change in its management control, cause or permit change in control (as defined under the under the SEBI (Substantial Acquisition of Shares and Takeovers) Regulations, 2011) of the Issuer, cause or permit acquisition of the ownership of or entitlement to more than twenty-five percent of shares or capital or profits of the Issuer by any natural person(s), whether acting alone or together, or through one or more juridical person; enter into any compromise arrangement with its shareholders or creditors, pass a resolution of voluntary winding up or implement any scheme for restructuring or reconstruction, consolidation, amalgamation, merger or other similar purposes; extend a loan to any single individual or entity amounting to greater than 1% (One percent) of its Tangible Net Worth;</li> <li>vi) undertake to guarantee the liabilities of any individual or entity;</li> <li>vii) 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 same effect) other than any business correspondence, securitisation/portfolio sale of assets undertaken by the Company in its ordinary course of business;</li> <li>viii) amend or modify clauses in its Memorandum of Association and Article of Association, where such amendment would have a Material Adverse Effect. The above does not apply to any changes to effect an increase in authorized share capital and any changes to the articles of association to reflect the terms of any equity infusion or strategic sale;</li> <li>ix) undertake any sale of assets/business/division that has the effect of exiting the business or re-structuring of the existing business;</li> </ul>

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- x) sell, assign, mortgage or otherwise dispose off any of the assets charged to Debenture Holder so as the Security Cover does not fall below the Security Cover Ratio;
- xi) the key shareholders shall not transfer or encumber more than 10% (ten percent) the shares/ other Securities of the Company held by them respectively;
- xii) Issuer shall not without the prior written consent of the Debenture Trustee enter into or perform any transaction other than in its ordinary course of business;
- xiii) shareholding of the Promoter Group shall not fall below 80%, collectively;
- xiv) no declaration or payment of dividend or withdrawal of funds from the business out of the profits relating to the year if any of the financial commitments to Debenture Holder have not been duly met or an Event of Default has occurred and is subsisting. Company agrees to declare dividends only out of the profits relating to that year;
- xv) undertake any new major new business outside financial services or any diversification of its business outside financial services or change of business from that subsisting as of the date of the first drawdown;
- xvi) dispose of its assets or compromise with any of its creditors without the prior written consent of the Debenture Holders, except in the ordinary course of and pursuant to the reasonable requirements of the Company/ Holding Company's (if any) business and upon fair and reasonable terms;
- xvii) enter into following transactions with the Related Parties:
  - (a) enter into any transaction(s) (other than as mentioned in above clause) whereby the overall outstanding amount owed to the Company under the said transaction(s) exceeds 10% (ten per cent) of its net worth
  - (b) whereby the overall expense incurred through such transaction(s) (other than as mentioned in above clause) during any financial year exceeds 10% (ten percent) of its revenue, or
  - (c) provide any guarantee for any indebtedness of a related party; and
- xviii) 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.

The Debenture Trustee shall be granted access to any additional information that it deems necessary to monitor and evaluate the above covenants.

For the purposes of this clause, the terms 'net worth' and 'related party' shall respectively have the meaning ascribed to them in sections 2 (57) and 2 (76) of the Companies Act, 2013 (and the Rules framed thereunder).

For the above purpose, "Change of Control" shall have the meaning ascribed to it under the SEBI (Substantial Acquisition of Shares and Takeovers) Regulations, 2011, and shall include any of the following events:

- (a) any compromise or arrangement with the Company's shareholders or creditors;
- (b) the passing of a resolution for voluntary winding up;
- (c) implementation of any scheme for restructuring, reconstruction, consolidation, amalgamation, or merger; or
- (d) any change in the shareholding structure of the company that results in a change in the control of the company, whether directly or indirectly.

The Debenture Trustee may approve any application for consent in respect of any of the matters as per applicable law.



## Events of Default

Customary for financings of this nature, including but not limited to:

### Company Related Events

- i) Any default on part of the Company to make payment of any amount that has become due and payable under the Transaction Documents;
- ii) NCD is not repaid in full, along with accrued but unpaid interest, and other costs, charges and expenses incurred under or in connection with the Transaction Documents by the maturity date;
- iii) Failure to comply with the Security Cover requirement and failure to replenish with additional receivables if applicable;
- iv) Material Adverse Effect;
- v) Cross default of the Company (including where the Company has made a payment default in relation to any of its financial indebtedness or there has been acceleration of payment due to any covenant breach for any of its financial indebtedness) or any securitisation exposures being downgraded;
- vi) Fraud, misrepresentation or misleading information, negligence and default by the Company;
- vii) Unlawfulness;
- viii) Repudiation of the Transaction Documents by the Company, directly or indirectly;
- ix) Any of the Transaction Document ceases to be in full force and effect or is terminated prior to maturity;
- x) Failure by the Company to meet standards with respect to management, governance, and data integrity, as may be required by the Debenture Holders and as per SEBI ILNCS Regulations and RBI regulations;
- xi) If one or more legal or governmental proceedings have been initiated and admitted by the competent court of law against the Company or any claims are made against the Company, which in the opinion of the Debenture Trustee acting on behalf of the debenture holders, may impair the Company's ability to perform its obligations undertaken in terms of the Transaction Documents or which has a Material Adverse Effect;
- xii) Any breach of the following covenants:
  - Negative Covenants,
  - Financial Covenants,
  - Reporting Covenants, or
  - Other Covenants, security cover requirement and terms and conditions of Transaction Documents;
- xiii) Any expropriation, attachment, sequestration, distress or execution affects any assets of the Company which has a Material Adverse Effect on their ability to comply with its payment obligations under the Transaction Documents;
- xiv) Occurrence of any 'Insolvency Related Event' (as defined below);
- xv) Promoters of the Company being declared wilful defaulter;
- xvi) The Promoter(s) or the Promoter Group and/or the directors of the Company are convicted of criminal offence involving moral turpitude, dishonesty or which otherwise impinges on the integrity of the promoter/s and/or director, including any accusations, charges and/or convictions of any offence relating to bribery and such order of a competent court or government authority remains unvacated for 90 business days;
- xvii) All or a material part of the undertaking, assets, rights or revenues of the Company are condemned, seized, nationalized, expropriated or compulsorily acquired, or shall have assumed custody or control of the business or operations of the Company, or shall have taken any action for the dissolution of the

Company, or any action that would prevent the Company, their member, or their officers from carrying on their business or operations or a substantial part thereof, by or under the authority of any Government or Government authority;

- xviii) Restructuring of any borrowing arrangement in accordance with RBI's guidelines and norms pertaining to restructuring of debt/advances;
- xix) Revocation of operating licenses of the Company issued by the Reserve Bank of India and/ or the Securities and Exchange Board of India;
- xx) Failure to certify/confirm the non-occurrence of any Event of Default within 3 (three) business days, in the manner prescribed in the Transaction Document;
- xxi) Failure by the Company to disburse new loans or from appointing third party or in house collection teams, in case of any adverse regulatory action;
- xxii) Cessation of business of Company;
- xxiii) Any material act of fraud, embezzlement, misstatement, misappropriation or siphoning off of the Company / Promoter funds or revenues or any other act having a similar effect being committed by the KMPs or an officer of the Company or by the Company as a whole, directly or indirectly;
- xxiv) One or more judgments or decrees entered against the Company 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 Company 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;
- xxv) Erosion of 50% (fifty percent) or more of the Company's net worth;
- xxvi) Any new equity raising which results in the Promoter Group holding less than 80% of the shareholding in the Issuer and related change in management control would be communicated to Debenture Holders and consent would be sought
- xxvii) Change in management control, voting rights and board seats by Promoter Group;
- xxviii) 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;
- xxix) Failure by the Company with applicable law (including initiation of any proceedings or revocation of licenses issued by any government authority) which has a Material Adverse Effect;
- xxx) Failure to perform any obligations in relation to this transaction;
- xxxi) Company is unable or admits in writing its inability to pay its debts as they mature or suspends making payment of any of its debts, by reason of actual or anticipated financial difficulties or proceedings for taking it into insolvency or liquidation have been admitted by any competent court or a moratorium or other protection from its creditors is declared or imposed in respect of any indebtedness of the Company;
- xxxii) Failure to meet standards in two successive discretionary audits conducted by the Debenture Trustee;
- xxxiii) Failure to pay a final judgment or court order;
- xxxiv) Any corporate action, legal proceedings or other procedure is taken in relation to enforcement of any security over any assets of the Company. However, in case of any similar action taken against any affiliate of the Company,

	<p>the Debenture Trustee shall have the right to issue Facility re-call notice;</p> <p>xxxv) Enforcement proceedings initiated upon the order of any court or statutory authority that impinges the continued ongoing operations;</p> <p>xxxvi) Downgrade in the rating of the Debentures one notch or more below BBB or delisting of the Debentures;</p> <p>xxxvii) if there is an occurrence of any event which in the opinion of the Debenture Trustee acting on behalf of the debenture holders, jeopardizes the Company's ability to make collections on the Hypothecated Assets or payment of principal or interest on the Debentures; or</p> <p>xxxviii) Any expropriation, attachment, sequestration, distress or execution affects any asset or assets of the Company or any affiliate and is not discharged within 15 days.</p> <p><i>Such other conditions as mentioned in the Transaction Documents.</i></p> <p>For the purpose of this transaction,</p> <p><i>'Insolvency Related Event' means any of the following:</i></p> <ol style="list-style-type: none"> <li>1. filing of an insolvency application by the appropriate regulator under the IBC or any analogous proceedings under any similar insolvency, winding up or liquidation laws;</li> <li>2. any resolution is passed either by the creditors or the shareholders of the Company or any other action is taken which may result in a voluntary or other insolvency process, winding up or liquidation of the Company;</li> <li>3. an order for insolvency process, liquidation or winding up of the Company is made by any competent court;</li> <li>4. the Company has taken or suffered to be taken any action for its reorganisation, liquidation or dissolution;</li> <li>5. an insolvency resolution professional, a receiver, liquidator or any other equivalent professional has been appointed or allowed to be appointed of all or any part of the undertaking of the Company;</li> <li>6. any insolvency professional, any receiver / assignee or trustee or similar other officer is appointed by any court or any other competent authority in any insolvency, winding up, execution or distress proceedings against the Company.</li> </ol> <p><i>"IBC" means the Insolvency and Bankruptcy Code, 2016 (as amended)</i></p>
Consequence of Events of Default	<p>Upon occurrence of any Event of Default, the Debenture Trustee shall, acting upon the request of the Debenture Holders, be entitled to initiate one or more of the following course of actions:</p> <ol style="list-style-type: none"> <li>i) Require the Company to mandatorily redeem the Debentures and immediately repay the outstanding principal amount on the Debentures, along with accrued but unpaid interest, and other costs, charges and expenses incurred under or in connection with the Transaction Documents; it is further clarified that if the Company is repaying the outstanding principal in full owing to any Event of Default, it shall not attract any prepayment penalty</li> <li>ii) Declare all or any part of the Debentures to be immediately (or on such dates as the Debenture Trustee/ Debenture Holders may specify) due and payable, whereupon it shall become so due and payable;</li> </ol>

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*[Handwritten Signature]*

*[Circular Stamp: GRP/11/2016]*

*[Circular Stamp: Vedika]*

*[Handwritten: 16]*

- iii) Enforce the security created by the Company;
- iv) 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;
- v) The Debenture Trustee/ Debenture Holders shall be entitled to appoint a nominee director on the board of the Company as per the applicable regulations;
- vi) The Debenture Trustee/ Debenture Holders shall be entitled to appoint any independent agency to inspect and examine the working of the Company and give a report to Debenture Holders/ the Debenture Trustee. The Company shall give full co-operation and provide necessary assistance to such agency and bear all costs and expenses of the examination including the professional fees and travelling and other expenses;
- vii) Take any actions in respect of the defaults as prescribed under Transaction Documents or SEBI Defaults (Procedure) Circular (Circular dated October 13, 2020; bearing reference number SEBI/HO/MIRSD/CRADT/CIR/P/2020/203) or under applicable law or as prescribed by SEBI;
- viii) Entering into, and the performance of any obligations under any inter-creditor agreement (pursuant to 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 amended, modified or restated from time to time) or any resolution plan shall be subject to the terms of the relevant circular issued by SEBI related to defaults (including without limitation, the resolution plan being finalised within the time period prescribed in any such circular/law;
- ix) The Debenture Trustee (acting on the instructions of the Debenture Holders) has the option (but not the obligation) to require the obligors underlying the loans hypothecated to secure the Debentures to directly deposit all interest and principal instalments and other amounts in respect of the relevant loans in the account specified by the Debenture Trustee (acting on the instructions of the Debenture Holders). All such payments will be used to discharge the amounts outstanding and due from the Company in respect of the Debentures;
- x) Investor's Right to Purchase Loan Portfolio - At any time during the tenor of the issuance, in case of Event of Default, the Investor shall have the right to purchase the portfolio comprising the Security Cover in whole or in part towards set-off against the outstanding due amounts due from the Company ("**Asset Purchase**") in full or in part by issuing a notice in this regard to the Company ("**Asset Purchase Notice**") at the commercial terms that are mutually agreeable. The Company shall undertake all actions as necessary to assign the secured assets comprising the Security Cover in relation to which the Asset Purchase has been exercised (along with all underlying security and contractual comfort) within 7 (seven) business days from the date of receipt of the Asset Purchase Notice.  
Notwithstanding such asset purchase and all other Security furnished in favour of the Debenture Trustee/Investor pursuant to the terms hereof shall continue to be valid and subsisting until the final settlement date in relation to the outstanding due amounts under the issuance.

All costs with respect to the above shall be borne by the Company. The Debenture Trustee may exercise any other right that the Debenture Trustee and / or Debenture Holder(s) may have under the Transaction Documents or under applicable law.

Representations and Warranties	<p>The Company represents and warrants that:</p> <ul style="list-style-type: none"> <li>(i) The Company is duly incorporated and is registered with the RBI as an NBFC;</li> <li>(ii) The Debentures under this Issuance shall rank pari-passu amongst themselves and with all other secured, senior creditors/ investors/ lenders;</li> <li>(iii) Issuance of this Debenture shall not be in conflict with any other obligations on or the constitutional documents of the Company;</li> <li>(iv) No Material Adverse Change in business, condition or operations of the Company;</li> <li>(v) Company has the power and authority to issue Debentures and can enter into Transactions Documents;</li> <li>(vi) As of the date of execution, there is no pending or threatened litigation, investigation or proceeding that may have a material adverse effect on the business condition (financial or otherwise), operations, performance or prospects of the Company or that purports to affect the Debentures;</li> <li>(vii) Issuance of the Debenture are not illegal or in violation of applicable law;</li> <li>(viii) Entering into the Transaction Documents will not result in a breach of any other existing documents entered by the Company with any other lenders/ third parties;</li> <li>(ix) No payment defaults or any other 'events of default' have occurred by the Company under terms of any facilities obtained by the Company from any lender;</li> <li>(x) The Company is the full and absolute legal and beneficial owner of the Hypothecated Assets and has a clear and marketable title thereto free and clear from any and all encumbrances;</li> <li>(xi) All loan receivables forming part of the Hypothecated Assets have been originated in the normal course of business, in conformity to the normal credit criteria adopted by the Company at the time of their grant and are in compliance with the Eligibility Criteria specified herein;</li> <li>(xii) The Company is aware and acknowledges that the Investor has entered into this transaction based on and relying upon the representations, warranties, statements, covenants, agreements and undertakings (whether express or implied) on the part of the Company, and that the Trustee would not have done so in the absence of such representations, warranties, statements, covenants, agreements and undertakings;</li> <li>(xiii) No 'events of default' have occurred in terms of the underlying loan documents; and</li> <li>(xiv) None of the underlying borrowers have disputed any amounts due under the loan agreements.</li> </ul> <p>Such other conditions as set out in greater detail in the Transaction Documents.</p>
Reporting Covenants	<ul style="list-style-type: none"> <li><b>(A) Monthly Reports</b> – within 30 (thirty) calendar days from the end of each financial month: <ul style="list-style-type: none"> <li>i) Details of Hypothecated Assets including book debts/ receivables statement, debtor summary, in a format acceptable to the Investor, showcasing that the Security Cover Ratio is maintained;</li> </ul> </li> <li><b>(B) Quarterly Reports</b> – within 45 (forty-five) calendar days from the end of each financial quarter: <ul style="list-style-type: none"> <li>i) Financials and other operational metrics as per the requirement and format agreed with the Investor, from time to time including but not limited to capital</li> </ul> </li> </ul>

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structure, shareholding pattern, capital adequacy ratio (CRAR) along with backup calculations, detailed business projections, portfolio cuts (for overall, and own portfolio), monthly portfolio delinquencies (with DPD bucketisation), vintage data (by product static pool analysis), monthly collections efficiency (including impact of prepayments and overdue collections), write-off, related party transactions & o/s balances, RBI Returns, Top 20 borrower, and operations data. The above data, whatever applicable, shall also be shared for the parent or Holding Company, if applicable;

- ii) Change in control, voting rights and board seats by Promoter Group;
- iii) Asset liability mismatch (ALM) report of the Company prepared in line with the extant RBI guidelines, if any;
- iv) Details of any prepayment or notice of any prepayment of any Financial Indebtedness of the Company;
- v) Certificate signed by the Statutory Auditor and Chief Financial Officer or Authorised Signatory the Company, confirming the compliance with the Financial Covenants on the basis of last declared quarterly financial statements of the Company, in the format acceptable to the Debenture Trustee;
- vi) Book debt certificate and hypothecated pool certified by the statutory auditor of the Company;
- vii) Latest borrowing profile comprising information around lenders, nature of loans, interest rates (ROI), tenure, security cover, prepayment or pre-closure of any lending facility during the quarter, etc.;
- viii) Certificate signed by the Independent Chartered Accountant shall be furnished on a quarterly basis by the Company, certifying that the assets securing the Issuance are hypothecated solely to the Investor and Investor has exclusive first charge on the assets securing the Issuance and the Security Cover Ratio. Certificate to contain details of receivables (Loan ID, location, amount sanctioned, amount outstanding, overdue status) hypothecated to Investor.

**(C) Annual Reports** – within 90 (ninety) calendar days from the end of each financial year:

- i) Audited financial statements of Company along with Holding Company, if any to be furnished in 90 calendar days; however, the Annual Report can be provided with 180 (one hundred and eighty) calendar days from the end of each financial year;
- ii) Certificate from the statutory auditor of the Company conforming compliance with the Financial Covenants based on audited financial statement;
- iii) Certificate signed by the statutory auditor of the Company shall be furnished on an annual basis by the Company, certifying that the receivables created out of the issuance are hypothecated to the Debenture Holders and Debenture Holders has exclusive first charge on the receivables created out of the issuance and the Security Cover greater than or equal to the Security Cover Ratio. Such certificate should contain, amongst other details, details of receivables (i.e. loan ID, location, amount sanctioned, amount outstanding, overdue status) hypothecated to Debenture Holders;
- iv) Board approved, annual business plan.

**(D) Event Based Reports** – within 5 (five) business days or as per SEBI disclosure timelines, whichever is lower, of the occurrence of following events:

	<ul style="list-style-type: none"> <li>i) Change in Shareholding structure and board composition;</li> <li>ii) Change in the constitutional documents of the Company;</li> <li>iii) Change in Board of Directors or Key Management Personnel (KMP) (as defined in the Companies Act, 2013) or any CXO or equivalent;</li> <li>iv) Change in accounting policy, which have a material impact, and excluding changes required due to compliance with statutory requirements;</li> <li>v) Material Adverse Effect;</li> <li>vi) Any dispute, litigation, investigation, or other proceeding against the Company which has a Material Adverse Effect;</li> <li>vii) Any fraud;</li> <li>viii) Winding up proceedings;</li> <li>ix) Any Event of Default, and any steps taken/ proposed to remedy the same;</li> <li>x) Any prepayment or notice of any prepayment of any indebtedness of the Company;</li> <li>xi) New segment of business other than the business carried out by the Company presently;</li> <li>xii) Any existing lender/NCD Holder pulls back money from the Company or any acceleration in its payment schedule is done.</li> <li>xiii) Application of insolvency petition under bankruptcy code /NCLT by the issuer needs to be notified within 1 calendar day The Company shall be required to pay a penalty of 2% (two) per cent of the outstanding principal and interest amount to the Debenture Holders for each day of delay in the event of non-adherence to the above Reporting Covenant on a timely basis.</li> </ul>
Material Adverse Effect	<p>"Material Adverse Effect" means any event, circumstance, occurrence, change or condition that, in the reasonable opinion of the Majority Debenture Holders, has or is reasonably likely to have a material adverse effect on:</p> <ul style="list-style-type: none"> <li>i) the business, operations, assets, liabilities (actual or contingent), financial condition, or prospects of the Company;</li> <li>ii) the ability of the Company to perform any of its obligations under the Transaction Documents;</li> <li>iii) the rights or remedies of the Debenture Holders under any of the Transaction Documents;</li> <li>iv) the legality, validity, or enforceability of any of the Transaction Documents; or</li> <li>v) the ability of the Company to disburse new loans, appoint third-party or internal collection agents, or otherwise carry out any material business activities, as restricted, suspended, or modified by direction from the Reserve Bank of India (RBI) or any regulatory authority.</li> </ul> <p>For avoidance of doubt, a Material Adverse Effect shall be deemed to have occurred if any of the above results from a change occurring after the date hereof, as determined by the Majority Debenture Holders acting reasonably and in good faith.</p>
Other Covenants	<ul style="list-style-type: none"> <li>i) Mr. Gautam Jain and Mr. Vikram Jain to continue to remain on the executive position in the Company.</li> <li>ii) The Company shall submit progress performance reports to the Investor on a monthly basis in the format to be specified from time to time.</li> <li>iii) The Company shall ensure that compliance with the fair practice code of RBI.</li> <li>iv) The Company agrees that the Investor may conduct discretionary audit/visit/monitoring visit on the Company (or its branch) on a quarterly basis or such other frequency as the Investor may decide, after providing an intimation of</li> </ul>

	<p>7 business days to the Company. The Investor shall have the right to carry out legal, financial, business, tax and commercial due diligence on the Company and its business and operations prior to entering into any of the transactions contemplated herein.</p> <p>v) Company to obtain No-Objection Certificate from the Investor in case of any material change in business model except mandated by regulator.</p> <p>vi) Board Resolution confirming that the Company is not in breach of covenants with other lenders by issuing this NCD.</p> <p>vii) Company acknowledges and agrees that the Investor has a right at any time to sell, transfer or assign the Debentures to any party it may deem fit.</p> <p>viii) The Company shall ensure that it maintains a rating as at the time of Deemed Date of Allotment.</p> <p>ix) The covenants and security accorded by the Company to any lender investing/ lending as part of any subsequent/ parallel/ prior debt transaction shall not be more stringent than covenants and security accorded to the Investor. If the Company provides any covenants or security which are more stringent or any additional financial covenants to other lenders, then such covenants shall automatically apply to NCDs subscribed to by the Investor, without further action required by the Company and/or the Investor</p>
Financial Covenants	<p>i) The Capital to Risk-Weighted Assets Ratio ("CRAR") (as defined in the extant NBFC Regulations as set by the RBI) shall be above 25.0% (twenty five percent);</p> <p>ii) Reported Gross NPA (GNPA) shall not exceed 4.0% (four percent) of Company's overall portfolio;</p> <p>iii) Net NPA (NNPA or Gross NPA, net of provisioning) of maximum 2.0%;</p> <p>iv) PAR 90/Tangible Net Worth shall not exceed 20.0%;</p> <p>v) Total Debt to Net Owned Fund shall not exceed 4.5x;</p> <p>vi) Total Outstanding Liabilities/Net Owned Fund shall not exceed 5.0x;</p> <p>vii) Current Collection Efficiency to not fall below 90.0%;</p> <p>viii) Operational Self Sufficiency Ratio shall be greater than 100.0%;</p> <p>ix) Cumulative mismatches in Asset and Liability Mismatch (ALM) should be positive for all buckets. Undrawn sanction will be excluded for the purpose of the calculation; and</p> <p>x) Ensure that the PAT (as determined in accordance with Applicable Accounting Standards) is not negative for last four consecutive quarters put together a quarterly basis.</p> <p>"Tangible Net Worth" shall mean, with respect to any person, the amount paid up on such person's issued equity share capital, compulsorily convertible instruments and any amount standing to the credit of its reserves, less equity or equity-like investments, goodwill, deferred tax assets and other intangible assets.</p> <p>"Net Owned Fund" shall mean, with respect to any person, the aggregate of paid-up equity share capital and compulsorily convertible instruments plus free reserves (excluding revaluation reserves), balance in share premium account, and capital reserves representing surplus arising out of sale proceeds of assets, reduced by accumulated losses, deferred expenditure not written off, intangible assets, investments in shares of subsidiaries/affiliates/group companies, and loans/advances to associates or related parties as prescribed by applicable regulatory guidelines.</p> <p>"Reported GNPA or GNPA or PAR 90", shall mean, the outstanding principal amounts of the Client Loans that have one or more instalments of principal, interest, penalty, fee</p>



or any other payments overdue for 90 (Ninety) days or more and includes restructured loans.

"Portfolio at Risk > 90 (PAR 90 or 90+ DPDs)", shall mean, the outstanding principal amounts of the Client Loans that have one or more instalments of principal, interest, penalty, fee or any other payments overdue for 90 (Ninety) days or more and includes restructured loans.

"Operational Self-Sufficiency" shall mean, with respect to any person, the ratio of total operating income (including interest income, fees, commissions and other operating revenues) to the sum of financial expenses, loan loss provisions and operating expenses, expressed as a percentage.

"Net non performing assets or GNPA, net of provisioning (Net NPA) shall mean the difference between (i) reported Gross NPA and (ii) all provisions created against standard assets, sub-standard assets, doubtful assets and loss assets.

Capital to Risk-Weighted Assets Ratio (CRAR) is a measure of the Issuer's capital as a percentage of its risk-weighted assets, calculated as prescribed by the RBI in their master circulars and guidelines

"Total Debt" includes:

- All long-term and short-term outstanding, whether secured or unsecured, plus;
- Contingent liabilities pertaining to corporate / financial guarantees given on behalf of any company / SPV / subsidiary / affiliate to the extent of outstanding of such guaranteed debt, plus;
- Any amount raised by acceptance under any acceptance credit facility;
- Receivables sold or discounted (other than receivables to the extent they are sold on a non-recourse basis);
- Any put option, shortfall / liquidity support undertaking, debt service reserve account undertaking, keep fit letter(s), Letter of Comfort issued in favour of any person(s), which give or may give rise to any financial obligation(s); and
- Any amount raised under any other transaction (including any forward sale or purchase agreement) having the commercial effect of a borrowing.

"Total Outstanding Liabilities" shall mean, with respect to any person, the aggregate of all obligations (whether funded or non-funded) including total debt, trade payables, accrued expenses, lease liabilities (finance and operating), statutory dues payable, provisions, and any other liabilities reflected on the liability side of the balance sheet, excluding net worth and contingent liabilities not crystallised

All covenants would be tested at the end of each quarter by the Company i.e., as on 31<sup>st</sup> March, 30<sup>th</sup> June, 30<sup>th</sup> September and 31<sup>st</sup> December every year starting from the Deemed Date of Allotment on a standalone balance sheet till the final repayment.

The covenants shall be certified by the Company within 90 (ninety) calendar days from the end of each financial year and within 60 days from the end of each quarter except for the quarter ending 31<sup>st</sup> March.

The Debenture Trustee may approve any application for consent in respect of the said matters as per applicable law.

Transaction Documents

i) Term Sheet;

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	<p>ii) Placement/ Information Memorandum;</p> <p>iii) Private Placement Offer Letter in form PAS-4;</p> <p>iv) Debenture Trustee Agreement;</p> <p>v) Debenture Trust Deed;</p> <p>vi) Deed of Hypothecation;</p> <p>vii) Demand Promissory Note and Letter of Continuity;</p> <p>viii) Company Undertaking (if any); and</p> <p>ix) Resolutions (as defined hereunder);</p> <p>x) Any other document as identified by the Investor.</p> <p>"Resolutions" means collectively,</p> <ul style="list-style-type: none"> <li>• Special resolution of the shareholders of the Company under Section 180(1)(a) of the Companies Act, 2013;</li> <li>• Special resolution of the shareholders of the Company under Section 180(1)(c) of the Companies Act, 2013;</li> <li>• Board resolution of the board of directors of the Company under Section 42 and other applicable provisions of the Companies Act, 2013 and Rules thereunder;</li> <li>• Special resolution of the shareholders of the Company under the applicable provisions of the Companies Act, 2013 and Rule 14(2) and other applicable provisions of Companies (Prospectus and Allotment of Securities) Rules, 2014;</li> <li>• Board/ Committee resolution approving the issuance.</li> </ul>
Roles and Responsibilities of Debenture Trustee	<p>As more particularly set out in the Transaction Documents, and to oversee and monitor the overall transaction for and on behalf of the Debenture Holder(s), including:</p> <p>a) the Debenture Trustee may, in relation to these presents, act on the opinion or advice of or any information obtained from any solicitor, counsel, advocate, valuer, surveyor, broker, auctioneer, qualified accountant or other expert whether obtained by the Company or by the Debenture Trustee or otherwise and shall not be responsible for any loss occasioned by so acting. PROVIDED THAT, the Debenture Trustee shall at all times act with due care and diligence before relying upon any advice, opinion, information and communication received by it from any solicitor, counsel, advocate, valuer, surveyor, broker, auctioneer, qualified accountant or other expert its attorney, representative or receiver;</p> <p>b) subject to the approval of the Debenture Holders by way of Special Majority Resolution passed at a meeting of Debenture Holders held for determining the liability of the Debenture Trustee, the Debenture Trustee shall, as regards all trusts, powers, authorities and discretions, have the discretion as to the exercise thereof and to the mode and time of exercise thereof. In the absence of any fraud, gross negligence, wilful misconduct or breach of trust the Debenture Trustee shall not be responsible for any loss, costs, charges, expenses or inconvenience that may result from the aforementioned exercise or non-exercise thereof;</p> <p>c) with a view to facilitating any dealing under any provisions of these presents, subject to the Debenture Trustee obtaining the prior written consent of the Special Majority Debenture Holders, the Debenture Trustee shall have the power (i) to consent (where such consent is required) to a specified transaction or class of transactions (with or without specifying additional conditions), (ii) to determine all questions and doubts arising in relation to the interpretation or construction any of the provisions of the DTD, and (iii) to take any action on behalf of the Debenture Holders;</p>

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	<p>d) the Debenture Trustee shall not be responsible for the amounts paid by the applicants for the Debentures;</p> <p>e) the Debenture Trustee and every receiver, attorney, manager, agent or other person appointed by them shall, subject to the provisions of the Act, be entitled to be indemnified by the Company in respect of all liabilities and expenses incurred by them in the execution or purported execution of the powers and trusts thereof;</p> <p>f) the Debenture Trustee shall forward to the Debenture Holders / designated agent copies of any information, documents received from the Company pursuant to the DTD within 2 (two) business days of receiving a written request from the Debenture Holders/ designated agent;</p> <p>g) Debenture trustee shall obtain from the Company, at the end of each quarter, a Chartered Accountant's Certificate stating, inter-alia, that the criteria on (i) qualifying assets, (ii) the aggregate amount of loan extended for the purpose, and (iii) pricing guidelines (if any) are followed; and</p> <p>h) Debenture Trustee shall make sure the company comply with guidelines on issued by RBI and any other statutory body(issued in time).</p> <p>PROVIDED THAT nothing contained in this Clause shall exempt the Debenture Trustee, its representatives or any receiver appointed by the Debenture Trustee from or indemnify them against any liability for breach of trust or any liability which by virtue of any rule or applicable law would otherwise attach to them in respect of any negligence, default or breach of trust which they may be guilty of in relation to their duties hereunder as determined by a court of competent jurisdiction.</p>
Majority Debenture Holders	means such number of Debenture Holders collectively holding more than 50% (fifty percent) of the value of the outstanding principal amounts of the Debentures.
Special Majority Debenture Holders	means such number of Debenture Holders collectively holding more than 75% (seventy five percent) of the value of the outstanding principal amounts of the Debentures.
Confidentiality	The terms and conditions described in this Term Sheet, including its existence, shall be confidential information and shall not be disclosed to any third party except to each Party's advisors and counsel. Provided however that if any of the Parties is required by law to disclose information regarding this Term Sheet or to file this Term Sheet with any regulatory body, it shall, at a reasonable time after making any such disclosure or filing, informing the other Parties.
Indemnity	<p>The Company shall indemnify the Debenture Holders and the Debenture Trustee from time to time, against any and all losses, liabilities, obligations, damages, judgments, costs, expenses (including, without limitation, advisors' fees), claims, fines, penalties, proceedings, actions or demands, of any kind or nature incurred by the Debenture Trustee/Debenture Holders as a result of one or more of the following:</p> <ol style="list-style-type: none"> <li>occurrence of any Event of Default;</li> <li>any demand for any stamp duty, registration fee or any other duty, fee, costs, or imports received from any Governmental Authority in relation to the transactions contemplated under the Transaction Documents (including without limitation, any demand from stamp duty arising because any Transaction Document has been taken or has been received (whether by way of facsimile, photocopy or electronic record) in any state other than the state in which it has been executed;</li> </ol>

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	<ul style="list-style-type: none"> <li>iii) a failure by the Company to pay any amount due under any Transaction Document on its due date; or</li> <li>iv) breach of terms and conditions of the Transaction Documents.</li> <li>v) The Promoter Group shall indemnify, defend, and hold harmless the Debenture Holders, Debenture Trustee, and/or the Designated Agent from and against any and all losses, claims, liabilities, damages, costs, expenses, charges, and disbursements (including legal and professional fees and expenses) suffered or incurred by the Debenture Holders, Debenture Trustee, and/or the Designated Agent arising out of or in connection with any breach by the Company of its obligations, covenants, duties, representations, warranties, undertakings, or any Event of Default (due to fraud, wilful default, and/or gross negligence by the Company) under the Transaction Documents.</li> </ul>
Marketing	The Company authorizes and permits the Investor and its group companies (including, Grip Broking Private Limited) to: (i) list the NCDs on their website; and, (ii) use the Company's name, identifying brand(s) and logo(s) in their marketing materials and initiatives (including, without limitation, communication with existing or potential users of their website, direct or social marketing campaigns, case studies, press releases and industry events). The Company grants a revocable, limited license to the Investor (and its group companies) to use the Company's name, identifying brand(s) and logo(s) on and from the date of execution hereof.
Taxes, Duties, Costs, and Expenses	<ul style="list-style-type: none"> <li>i) Relevant taxes, duties, expenses and levies in lieu of this issuance (including stamp duty and registration fee (if applicable) on the Transaction Documents (and the Debentures), appointment of the Debenture Trustee, Legal Counsel or advisors, rating fees, listing and depository fees and expenses incurred in the preparation for the Transaction Documents) are to be borne by the Company.</li> <li>ii) All taxes which are to be borne by the Debenture Holders as per the regulatory requirements will be paid by the respective Debenture Holders.</li> <li>iii) The charges / fees and any amounts payable under the Debentures by the Company as mentioned herein do not include any applicable taxes, levies including service tax etc. and all such impositions shall be borne by the Company additionally.</li> </ul>
Governing Law and Jurisdiction	Laws of India with jurisdiction of the courts and tribunals of Delhi. The submission to the exclusive jurisdiction of the courts at New Delhi is for the benefit of the Debenture Holders only and will not (and will not be construed so as to) limit the right of the Debenture Holders to take proceedings in any other court of competent jurisdiction, nor shall the taking of proceedings by the Debenture Holders in any one or more jurisdictions preclude the taking of proceedings by the Debenture Holders in any other jurisdiction (whether concurrently or not) if and to the extent permitted by applicable law.



For Vedika Credit Capital Ltd.

Gaurav Kumar Vohra

Authorised Signatory

Date:- 08/12/2025

Place:- Ranchi



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### Schedule 1

Company	Vedika Credit Capital Ltd.
Tenure	28 months from Deemed Date of Allotment.
Face Value	INR 1,00,000
Issue Price	INR 1,00,000
Date of Allotment	22 December 2025
Redemption Date	22 April 2028
Redemption Premium, if any	Not Applicable
Frequency of the principal and interest payment with specified dates	Interest Monthly and Principal Repayment in 3 Equal Instalments in 20 <sup>th</sup> , 24 <sup>th</sup> and 28 <sup>th</sup> month
Day count Convention	Actual / Actual

### Illustrative Cash Flows per debenture

Scheduled Dates	Interest Payment	Principal Payment	Total Payout
22-Jan-26	976.71	-	976.71
22-Feb-26	976.71	-	976.71
22-Mar-26	882.19	-	882.19
22-Apr-26	976.71	-	976.71
22-May-26	945.21	-	945.21
22-Jun-26	976.71	-	976.71
22-Jul-26	945.21	-	945.21
22-Aug-26	976.71	-	976.71
22-Sep-26	976.71	-	976.71
22-Oct-26	945.21	-	945.21
22-Nov-26	976.71	-	976.71
22-Dec-26	945.21	-	945.21
22-Jan-27	976.71	-	976.71
22-Feb-27	976.71	-	976.71
22-Mar-27	882.19	-	882.19
22-Apr-27	976.71	-	976.71
22-May-27	945.21	-	945.21
22-Jun-27	976.71	-	976.71
22-Jul-27	945.21	-	945.21
22-Aug-27	976.71	33,333.33	34,310.05
22-Sep-27	651.14	-	651.14
22-Oct-27	630.14	-	630.14
22-Nov-27	651.14	-	651.14
22-Dec-27	630.14	33,333.33	33,963.47
22-Jan-28	325.57	-	325.57
22-Feb-28	325.57	-	325.57
22-Mar-28	304.57	-	304.57
22-Apr-28	325.57	33,333.34	33,658.91

This document does not constitute an offer or an invitation to offer, or a recommendation to enter into any transaction. We have sent you this document in our capacity as a potential counterparty acting at arm's length. We are not acting as your financial adviser or in a fiduciary capacity in respect of this proposed transaction or any other transaction with you unless otherwise expressly agreed by us in writing. Before entering into any transaction you should take steps to ensure that you understand the transaction and its risks and benefits and you should seek independent assessment of the appropriateness of the transaction in the light of your own objectives and circumstances, including the possible risks and benefits of entering into such transaction. You should also consider seeking advice from your own advisers in making this assessment.

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

## **ANNEXURE XII – INFORMATION RELATED TO REGULATORY DISCLOSURES**

### **1. The audited financial statements (limited review) of the Issuer for the period ended September 30, 2025:**

Please refer to **Annexure I** (*Last Audited Financial Statements*) of the General Information Document and **Annexure X** (*Audited Financial Statements*) of the Key Information Document, for the audited financial statements of the Issuer for a period of March 31, 2025; March 31, 2024; March 31, 2023 with a limited review as of September 30, 2025.

However, if the issuer, being a listed REIT/listed InvIT, has been in existence for a period of less than three completed years, and historical financial statements of such REIT/InvIT are not available for some portion or the entire portion of the reporting period of three years and the interim period, the combined financial statements shall be disclosed for the periods for which such historical financial statements are not available.

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:

- (a) 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.
- (b) 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.

### **2. Financial Information - The audited financial statements (i.e. Profit & Loss statement, Balance Sheet and Cash Flow statement) both on a standalone and consolidated basis for a period of three completed years and the unaudited financial statements for the period ended as of September 30, 2025.**

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

The unaudited financial statements for the period ended September 30, 2025:

Please refer to **Annexure X** (*Audited Financial Statements*) of the Key Information Document.

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

3. **Key Operational and Financial Parameters on a consolidated basis and standalone basis in respect of the financial information as of September 30, 2025:**

**Standalone basis:**

Particulars	FY 2022-23	FY 2023-24	FY 2024-25	September-25
	(Audited)	(Audited)	(Audited)	(Unaudited with Limited Review)
<b>BALANCE SHEET</b>				
<b>Assets</b>				
Property, Plant and Equipment	352.72	305.76	212.15	
Financial Assets	90721.57	115641.84	125771.94	
Non-financial Assets excluding Property, Plant and Equipment	774.11	1863.63	2558.04	175.03
<b>Total assets</b>	91848.4	117811.23	128542.13	143672.94
<b>Liabilities</b>				4651.41
<b>Financial Liabilities</b>				148499.38
-Derivative financial instruments				
-Trade Payables				
-Other Payables				
-Debt Securities	4290	5083.83	25096.26	
-Borrowings (other than Debt Securities)	66567.24	86603.24	71306.8	
-Deposits				57012.67
-Subordinated liabilities	2800	2600	1600	56458.2
-Lease liabilities				
-Other financial liabilities	1506.31	1385.49	424.22	1600
<b>Non-Financial Liabilities</b>				
-Current tax liabilities (net)	555.77	924.21	1271.22	1158.08
-Provisions	403.45	568.55	273.46	
-Deferred tax liabilities (net)				1947.71
-Other non-financial liabilities		116.05	126.5	273.46
<b>Equity (Equity Share Capital and Other Equity)</b>	15725.63	20529.86	28443.17	
<b>Non-controlling interest</b>				0
<b>Total Liabilities and Equity</b>	91848.4	117811.23	128541.63	30049.26
<b>PROFIT AND LOSS</b>				
Revenue from operations	16585.07	22672.01	26003.46	148499.38
Other income	74.45	249.14	552	
<b>Total Income</b>	16659.52	22921.15	26555.46	13486.36
<b>Total Expenses</b>	14318.57	19222.34	22445.95	421.33
Profit after tax for the year	1701.22	2785.89	3078.19	13907.69
Other comprehensive income	0	0	0	11586.32
<b>Total comprehensive income</b>	1701.22	2785.89	3078.19	1770.85
Earnings per equity share (Basic)	5.29	8.37	8.3	0
Earnings per equity share (Diluted)	5.29	8.37	8.3	1770.85

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Particulars	FY 2022-23	FY 2023-24	FY 2024-25	September-25
	(Audited)	(Audited)	(Audited)	(Unaudited with Limited Review)
<b>Cash flow</b>				4.77
Net cash from / used in (-) operating activities	-15534.7	-13184.13	-3114.05	4.77
Net cash from / used in (-) investing activities	-1416.33	-2591.16	-2716.4	
Net cash from / used in (-) financing activities	16072.56	22312.35	9328.47	-10916.45
Net increase/decrease (-) in cash and cash equivalents	-878.47	6537.06	3498.02	-742.23
Cash and cash equivalents as per Cash Flow Statement as at end of Half Year	4212.07	10749.12	14247.15	17067.81
<b>Additional Information</b>				5409.13
Net worth	15725.62	20529.85	28443.17	19656.29
Cash and Cash Equivalents	5230.03	11896.98	14981.22	
Loans	75004.32	90292.84	93896.07	30049.26
Total Debts to Total Assets	0.8	0.8	0.76	21524.53
Interest Income	15215.71	20664.22	24738.39	104937.47
Interest Expense	8320.05	11479.98	12510.44	0.77
Impairment on Financial Instruments	602.27	86.79	1789.22	13106.83
Bad Debts to Loans	0	0	0	6526.29

**Consolidated Basis:** Not Applicable

4. **Details of any other contingent liabilities of the issuer based on the last audited financial statements including amount and nature of liability.**

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

5. **Details of Equity Share Capital of the Company for the preceding three financial year and the current financial year – as of September 30, 2025:**

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

6. **Amalgamation/ Acquisition**

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

7. **Reorganization or Reconstruction**

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

8. **The amount of corporate guarantee or letter of comfort issued by the issuer along with details of the counterparty (viz. name and nature of the counterparty, whether a subsidiary, joint venture entity, group company etc.) on behalf of whom it has been issued:**

Not Applicable

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9. **Details of Share Capital as on last quarter end, i.e., September 30, 2025:**

Share Capital	Amount (INR) (Lakhs)
<b>Authorised</b>	
Equity Share Capital	3900.00
Preference	100.00
<b>TOTAL</b>	4000.00
<b>Issued, Subscribed and Paid-up Share Capital</b>	
Equity Shares	3709.52
Preference Shares	0.00
<b>TOTAL</b>	3709.52

10. **Any change in the capital structure as at the last quarter end, i.e., September 30, 2025 for the preceding three financial years and the current year:**

Date of Change (AGM/EGM)	Particulars
<b>26-03-2021</b>	<b>Reclassification of Authorised Capital</b> Equity: 30,00,00,000.00 Preference: 10,00,00,000.00 Total: 40,00,00,000.00
<b>29-06-2022</b>	<b>Reclassification of Authorised Capital</b> Equity: 35,00,00,000.00 Preference: 5,00,00,000.00 Total: 40,00,00,000.00
<b>26-02-2024</b>	<b>Reclassification of Authorised Capital</b> Equity: 39,00,00,000.00 Preference: 1,00,00,000.00 Total: 40,00,00,000.00

11. **Details of the shareholding of the Company as 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:**

S. No.	Name	No. of shares	Amount Per Share	Value	%age of Holding
01	Promoters	12400278	10	12,40,02,780	33.43%
02	Promoters Friends & Relatives	24694899	10	24,69,48,990	66.56%
	Total	37095177		37,09,51,770	100.00%

- (b) **List of top 10 holders of equity shares of the Company as at the latest quarter end, i.e., September 30, 2025:**

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

S. No.	Name of the shareholders	Total no. of Equity shares	No. of shares in demat form	Total shareholding as % of total no. equity shares
1	Gautam Jain	68,97,221	68,97,221	18.59%
2	Vikram Jain	55,03,057	55,03,057	14.83%
3	Vedika Agromart Private Limited	32,05,000	32,05,000	8.64%
4	Vedika Financial Services Private Limited	30,82,043	30,82,043	8.31%
5	Linkline Marketing Private Limited	23,14,613	23,14,613	6.24%
6	Vedika Irrigation and Energy Solution Private Limited	21,10,000	21,10,000	5.69%
7	Vedika Sales & Services Private Limited	19,75,000	19,75,000	5.32%
8	Insight Merchants Private Limited	13,29,000	13,29,000	3.58%
9	Anita Jain	11,39,265	11,39,265	3.07%
10	Gautam Jain-Huf	9,90,098	9,90,098	2.67%

12. **Details of outstanding secured loan facilities as on the preceding quarter – as on September 30, 2025:**

(a) **Details of Outstanding Secured Loan Facilities as on the preceding quarter (as on September 30, 2025):**

Name of the Lender	Type of Facility	Amount Sanctioned (in Rs. Lakhs)	Principal Outstanding (in Rs. Lakhs)	Repayment Date/Schedule	Security	Credit Rating, if applicable	Asset Classification
Arohan Financial Services Ltd TL-4	Term Loan	2500	849.39	Monthly	Book Debt	A-	-
Arohan Financial Services Ltd TL-5	Term Loan	1000	698.41	Monthly	Book Debt	A-	-
Bajaj Finance Ltd TL-1	Term Loan	1200	103.33	Monthly	Book Debt	A-	-

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Name of the Lender	Type of Facility	Amount Sanctioned (in Rs. Lakhs)	Principal Outstanding (in Rs. Lakhs)	Repayment Date/Schedule	Security	Credit Rating, if applicable	Asset Classification
Bank of Maharashtra TL-5	Term Loan	2500	1,222.34	Monthly	Book Debt	A-	-
Canara Bank TL-5	Term Loan	1200	366.67	Monthly	Book Debt	A-	-
Canara Bank TL-6	Term Loan	2000	1,166.67	Monthly	Book Debt	A-	-
Capital Small Finance Bank Ltd TL-5	Term Loan	2000	1,157.93	Monthly	Book Debt	A-	-
Cholamandalam Investment and Finance Company Ltd. TL-2	Term Loan	500	65.20	Monthly	Book Debt	A-	-
Dhanlaxmi Bank TL-1	Term Loan	1000	333.19	Monthly	Book Debt	A-	-
Dhanlaxmi Bank TL-2	Term Loan	1000	666.52	Monthly	Book Debt	A-	-
Electronica Finance Ltd TL-1	Term Loan	500	23.78	Monthly	Book Debt	A-	-
ESAF Small Finance Bank Ltd TL-3	Term Loan	1500	706.73	Monthly	Book Debt	A-	-
Federal Bank Ltd TL-2	Term Loan	1500	624.31	Monthly	Book Debt	A-	-
Friends of WWB , India TL-1A	Term Loan	500	26.42	Monthly	Book Debt	A-	-
Friends of WWB , India TL-1B	Term Loan	0	54.55	Monthly	Book Debt	A-	-
IDBI TL-3	Term Loan	3000	749.11	Monthly	Book Debt	A-	-
IKF Finance Limited TL-1	Term Loan	1000	250.00	Monthly	Book Debt	A-	-
IncRED Financial Services Limited TL-2	Term Loan	1500	774.28	Monthly	Book Debt	A-	-
Indian Bank TL-4	Term Loan	2500	649.63	Monthly	Book Debt	A-	-
Indian Bank TL-5	Term Loan	5000	2,952.30	Monthly	Book Debt	A-	-

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Name of the Lender	Type of Facility	Amount Sanctioned (in Rs. Lakhs)	Principal Outstanding (in Rs. Lakhs)	Repayment Date/Schedule	Security	Credit Rating, if applicable	Asset Classification
Indian Overseas Bank TL-5	Term Loan	2500	789.47	Monthly	Book Debt	A-	-
Indian Overseas Bank TL-6	Term Loan	2500	1,578.95	Monthly	Book Debt	A-	-
Indian Overseas Bank TL-7	Term Loan	6000	4,210.53	Monthly	Book Debt	A-	-
Indian Overseas Bank TL-8	Term Loan	5000	4,210.53	Monthly	Book Debt	A-	-
Maanveeya Development & Finance Pvt. Ltd. TL-5	Term Loan	800	66.41	Monthly	Book Debt	A-	-
Maanveeya Development & Finance Pvt. Ltd. TL-6	Term Loan	2000	833.33	Monthly	Book Debt	A-	-
Maanveeya Development & Finance Pvt. Ltd. TL-7	Term Loan	2000	1,499.90	Monthly	Book Debt	A-	-
Muthoot Finance Ltd TL-2	Term Loan	500	143.00	Monthly	Book Debt	A-	-
NABARD TL-2	Term Loan	5000	400.00	Monthly	Book Debt	A-	-
NABARD TL-3	Term Loan	2500	250.00	Monthly	Book Debt	A-	-
NABKISAN Finance Limited TL-4	Term Loan	1500	499.52	Monthly	Book Debt	A-	-
NABKISAN Finance Limited TL-5	Term Loan	1500	1,166.37	Monthly	Book Debt	A-	-
Nabsamruddhi Finance Limited TL-1	Term Loan	2000	266.20	Monthly	Book Debt	A-	-
Shivalik Small Finance Bank TL-1	Term Loan	1000	405.89	Monthly	Book Debt	A-	-
Shriram	Term	2500	927.57	Monthly	Book	A-	-

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Name of the Lender	Type of Facility	Amount Sanctioned (in Rs. Lakhs)	Principal Outstanding (in Rs. Lakhs)	Repayment Date/Schedule	Security	Credit Rating, if applicable	Asset Classification
Finance Ltd TL-1	Loan				Debt		
SIDBI TL-8	Term Loan	5000	1,155.00	Monthly	Book Debt	A-	-
State Bank of India TL-5	Term Loan	12500	4,398.19	Monthly	Book Debt	A-	-
Tata Capital Financial Services Limited TL-4	Term Loan	2000	296.30	Monthly	Book Debt	A-	-
Tourism Finance Corporation of India Ltd TL-1	Term Loan	1500	384.00	Monthly	Book Debt	A-	-
Union Bank of India TL-5	Term Loan	2500	666.67	Monthly	Book Debt	A-	-
Union Bank of India TL-6	Term Loan	3500	2,216.67	Monthly	Book Debt	A-	-
Usha Financial Services Ltd TL-1	Term Loan	1000	348.54	Monthly	Book Debt	A-	-
SIDBI TL-9	Term Loan	6000	5,800.00	Monthly	Book Debt	A-	-
AU Small Finance Bank TL-1	Term Loan	2500	1,982.60	Monthly	Book Debt	A-	-
Federal Bank Ltd TL-3	Term Loan	1000	749.91	Monthly	Book Debt	A-	-
Kissan Dhan Finance Ltd TL-3	Term Loan	639	520.38	Monthly	Book Debt	A-	-
Canara Bank TL-7	Term Loan	1500	1,416.67	Monthly	Book Debt	A-	-
Bandhan Bank TL-1	Term Loan	2500	1,500.00	Monthly	Book Debt	A-	-
Bank of Maharashtra TL-6	Term Loan	5000	4,860.00	Monthly	Book Debt	A-	-

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**13. Details of outstanding unsecured loan facilities as on the preceding quarter - as on September 30, 2025:**

Name of Lender	Type of Facility	Amount Sanctioned (INR in Crore)	Principal Amount Outstanding (INR in Crore)	Repayment Date / Schedule	Credit Rating, if applicable
Maanveeya Development & Finance Pvt. Ltd. Sub Debt-1	Sub Debt	800.00	800.00	Bullet	NA
Maanveeya Development & Finance Pvt. Ltd. Sub Debt-2	Sub Debt	800.00	800.00	Bullet	NA

**14. Details of outstanding non-convertible securities as on the preceding quarter - as on September 30, 2025:**

Series of NCS	ISIN	Ten or	Coupon	Amount (In Lakhs)	Date of Allotment	Redemption Date	Credit Rating	Secured / Unsecured	Security
NCDs	INE04HY07021	44	11.42 %	921.00	08-04-2022	08-12-2025	A-	Secured	Book Debts/ Receivables
NCDs	INE04HY07021	44	11.42 %	1,140.00	21-07-2022	08-12-2025	A-	Secured	Book Debts/ Receivables
NCDs	INE04HY07039	78	12.00 %	50.00	11-09-2023	11-03-2030	A-	Secured	Book Debts/ Receivables
NCDs	INE04HY07047	78	12.00 %	202.00	11-09-2023	11-03-2030	A-	Secured	Book Debts/ Receivables
NCDs	INE04HY07054	78	12.00 %	90.00	02-11-2023	02-05-2030	A-	Secured	Book Debts/ Receivables
NCDs	INE04HY07062	78	12.00 %	20.00	02-11-2023	02-05-2030	A-	Secured	Book Debts/ Receivables
NCDs	INE04HY07088	78	12.00 %	30.00	04-01-2024	04-07-2030	A-	Secured	Book Debts/ Receivables
NCDs	INE04HY07070	78	12.00 %	35.00	04-01-2024	04-07-2030	A-	Secured	Book Debts/ Receivables
NCDs	INE04HY07104	78	12.00 %	70.00	09-02-2024	09-08-2030	A-	Secured	Book Debts/ Receivables
NCDs	INE04HY07112	78	12.00 %	10.00	31-03-2024	30-09-2030	A-	Secured	Book Debts/ Receivables

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Series of NCS	ISIN	Tenor	Coupon	Amount (In Lakhs)	Date of Allotment	Redemption Date	Credit Rating	Secured / Unsecured	Security
NCDs	INE04HY07120	24	11.90 %	2,500.00	25-06-2024	25-06-2026	A-	Secured	Book Debts/Receivables
NCDs	INE04HY07138	18	12.78 %	2,500.00	01-07-2024	26-12-2025	A-	Secured	Book Debts/Receivables
NCDs	INE04HY07146	24	11.90 %	3,000.00	12-08-2024	12-08-2026	A-	Secured	Book Debts/Receivables
NCDs	INE04HY07161	30	12.00 %	2,000.00	23-09-2024	23-03-2027	A-	Secured	Book Debts/Receivables
NCDs	INE04HY07153	60	12.00 %	1,000.00	23-09-2024	23-09-2029	A-	Secured	Book Debts/Receivables
NCDs	INE04HY07195	18	11.60 %	1,500.00	14-10-2024	14-04-2026	A-	Secured	Book Debts/Receivables
NCDs	INE04HY07187	24	11.80 %	1,500.00	14-10-2024	14-10-2026	A-	Secured	Book Debts/Receivables
NCDs	INE04HY07179	30	12.00 %	1,500.00	14-10-2024	14-04-2027	A-	Secured	Book Debts/Receivables
NCDs	INE04HY07203	48	12.00 %	2,500.00	28-01-2025	28-01-2029	A-	Secured	Book Debts/Receivables
NCDs	INE04HY07211	30	12.00 %	2,000.00	21-02-2025	21-08-2027	A-	Secured	Book Debts/Receivables
NCDs	INE04HY07229	48	12.00 %	2,000.00	04-04-2025	04-04-2029	A-	Secured	Book Debts/Receivables
NCDs	INE04HY07229	48	12.00 %	3,500.00	09-05-2025	04-04-2029	A-	Secured	Book Debts/Receivables
NCDs	INE04HY07260	18	11.60 %	1,500.00	20-06-2025	20-12-2026	A-	Secured	Book Debts/Receivables
NCDs	INE04HY07245	24	11.80 %	1,500.00	20-06-2025	20-06-2027	A-	Secured	Book Debts/Receivables
NCDs	INE04HY07252	30	12.00 %	2,500.00	20-06-2025	20-12-2027	A-	Secured	Book Debts/Receivables
NCDs	INE04HY07278	48	12.00 %	2,500.00	23-07-2025	23-07-2029	A-	Secured	Book Debts/Receivables
NCDs	INE04HY07286	18	11.50 %	2,500.00	23-07-2025	23-01-2027	A-	Secured	Book Debts/Receivables
NCDs	INE04HY07294	36	10.25 %	6,000.00	31-07-2025	31-07-2028	A-	Secured	Book Debts/Receivables
NCDs	INE04HY07310	18	11.60 %	2,000.00	21-08-2025	21-02-2027	A-	Secured	Book Debts/Receivables
NCDs	INE04HY07302	24	11.80 %	2,000.00	21-08-2025	21-08-2027	A-	Secured	Book Debts/Receivables
NCDs	INE04HY07294	48	10.25 %	4,000.00	11-09-2025	31-07-2028	A-	Secured	Book Debts/Receivables
NCDs	INIFD2105010	36	8.59 %	4,437.75	22-09-2025	22-09-2028	A-	Secured	Book Debts/Receivables

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**15. Details of outstanding commercial papers as on the preceding quarter - as on September 30, 2025:**

Seri es of NC S	ISIN	Te no r / Ma tur ity Pe rio d	Cou pon	Amount Outstan ding	Date of Allot ment	Redem ption Date / Schedu le	Cred it Rati ng	Secur ed / Unsec ured	Secu rity	Other detail s viz. detail s of Issui ng and Payin g Agent , detail s of Credi t Ratin g Agen cies
NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA

**16. List of top 10 holders of non-convertible securities in terms of value as on the preceding quarter (in cumulative basis) - as on September 30, 2025:**

Sl. No	Name of holder	Category of holder	Face Value of holding	Holding as a % of total non-convertible outstanding securities of the Issuer
1	SK Finance Limited	Pub Co.	1,00,000.0 0	23.01%
2	Tipsons Consultancy Services Private Limited	Pvt Co.	1,00,000.0 0	15.08%
3	Asvanta Financial Consultants Private Limited	Pvt Co.	1,00,000.0 0	10.13%
4	Asvanta Advisors Private Limited	Pvt Co.	1,00,000.0 0	8.44%
5	The Kangra Central Co-op Bank Ltd	Co. Bank	1,00,000.0 0	7.94%
6	BlueOrchard Microfinance Fund	Foreign Funder	8,87,550.0 0	7.04%
7	Ajanta Pharma Limited	Pub Co.	1,00,000.0 0	3.97%
8	WaterCredit Investment	Foreign	10,00,000.	3.27%

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Sl. No	Name of holder	Category of holder	Face Value of holding	Holding as a % of total non-convertible outstanding securities of the Issuer
	Fund 3, LP	Funder	00	
9	Amit Goel	Individual	1,00,000.00	3.17%
10	IDBI Capital Markets & Securities Limited	Pub Co.	1,00,000.00	3.17%

17. **List of top 10 holders of commercial papers in terms of value as on the preceding quarter (in cumulative basis) - as on September 30, 2025:**

Sl. No	Name of holder	Category of holder	Face Value of holding	Holding as a % of total commercial paper outstanding of the Issuer
NA	NA	NA	NA	NA

18. **The details of the current auditors of the Company is given below:**

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

19. **Details of change in auditor for preceding three financial years and current financial year:**

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

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

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

21. **Details of change in directors in the preceding three financial years and the current financial year:**

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

22. **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):**

<b>Remuneration payable or paid to a director by the Company, its subsidiary or associate company; shareholding of the director in the company, its subsidiaries and</b>	Please refer to Section 6 (Issuer Information) of the General Information Document.
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<b>associate companies on a fully diluted basis.</b>	
<b>Appointment of any relatives to an office or place of profit of the issuer, its subsidiary or associate company</b>	Please refer to Section 6 (Issuer Information) of the General Information Document.
<b>Full particulars of the nature and extent of interest, if any, of every director:</b> <b>A. in the promotion of the issuer company; or</b> <b>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</b> <b>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</b>	Please refer to Section 6 (Issuer Information) of the General Information Document.
<b>Contribution being made by the directors as part of the offer or separately in furtherance of such objects</b>	Please refer to Section 6 (Issuer Information) of the General Information Document.

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23. **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 Annexure IV (*Specific Disclosures Required from NBFC*) and Annexure V (*ALM Statements*) of the General Information Document.

24. **Defaults in borrowing**

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

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

25. **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.

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

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

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

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

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

28. **Details of pending litigation involving the issuer, promoter, director, subsidiaries, group companies or any other person, whose outcome could have material adverse effect on the financial position of the issuer, which may affect the issue or the investor's decision to invest / continue to invest in the debt securities and/ or non-convertible redeemable preference shares.**

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

29. **Details of acts of material frauds committed against the issuer in the preceding three financial years and current financial year, if any, and if so, the action taken by the issuer.**

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

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

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

31. **Related party transactions entered during the preceding three financial years and current financial year with regard to loans made or, guarantees given or securities provided.**

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

32. **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.**

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

33. **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 Annexure IV (*Specific Disclosures Required from NBFC*) of the General Information Document.

34. **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 Annexure IV (*Specific Disclosures Required from NBFC*) of the General Information Document.

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

- (i) procedure of allotment of debt securities and non-convertible redeemable preference shares and unblocking of funds in case of refund;

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Not Applicable

- (ii) 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 utilized and unutilized monies out of the previous issue in the prescribed manner;

Not Applicable

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

Not Applicable

- (iv) the interim use of funds, if any.

Not Applicable