

KEY INFORMATION DOCUMENT



MUTHOOT MCRED LIMITED

(FORMERLY KNOWN AS MUTHOOTTU MINI FINANCIERS LIMITED)

("Issuer" / "Company")

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

Corporate Identification Number (CIN): U65910KL1998PLC012154

Permanent Account Number: AABCM5994M

Date and Place of Incorporation: 18/03/1998 and Kozhencherry, Kerala

RBI Registration Number: N-16.00175 Dated 13.04.2002

Registered Office: 65/623K, Muthoottu Royal Towers, Kaloor, Ernakulam, KOCHI, Kerala, India, 682017

Corporate Office: 65/623K, Muthoottu Royal Towers, Kaloor, Ernakulam, KOCHI, Kerala, India, 682017

Telephone No: 0484 2912178, Website: www.muthootmcred.com, Email: ks.smitha@muthootmcred.com

Compliance Officer: Smitha KS, Contact details of Compliance Officer: 0484 2912178;
ks.smitha@muthootmcred.com

Company Secretary: Smitha KS, Contact details of Company Secretary: 0484 2912178;
ks.smitha@muthootmcred.com

Chief Financial Officer: Ann Mary George, Contact details of Chief Financial Officer: 0484 2912107;
annmary@muthootmcred.com

Promoter(s): Mathew Muthoottu & Nizzy Mathew, Contact details of Promoter(s): 0484 2912178;
info@muthootmcred.com

Contact E-mail for NCD related matters and submission of 15-G/H: ncd@muthootmcred.com

**Key Information Document for issue of Debentures on a private placement basis
dated: 13th March 2026**

ISSUE OF UP TO 4,60,000 (FOUR LAKH AND SIXTY THOUSAND) SENIOR, SECURED, RATED, LISTED, REDEEMABLE, TAXABLE, TRANSFERRABLE, NON-CONVERTIBLE DEBENTURES, HAVING A FACE VALUE OF INR 10,000/- (INDIAN RUPEES TEN THOUSAND ONLY) EACH, AGGREGATING UP TO INR 460,00,00,000/- (INDIAN RUPEES FOUR HUNDRED AND SIXTY CRORES ONLY) COMPRISING OF:

- (I) UP TO 50,000 (FIFTY THOUSAND) SENIOR, SECURED, RATED, LISTED, REDEEMABLE, TAXABLE, TRANSFERRABLE, NON-CONVERTIBLE DEBENTURES, HAVING A FACE VALUE OF INR 10,000/- (INDIAN RUPEES TEN THOUSAND ONLY) EACH, FOR CASH, AT PAR, AGGREGATING UP TO INR 50,00,00,000/- (INDIAN RUPEES FIFTY CRORES ONLY) IN A DEMATERIALIZED FORM, ON A PRIVATE PLACEMENT BASIS ("SERIES I DEBENTURES");
- (II) UP TO 2,00,000 (TWO LAKH) SENIOR, SECURED, RATED, LISTED, REDEEMABLE, TAXABLE, TRANSFERRABLE, NON-CONVERTIBLE DEBENTURES, HAVING A FACE VALUE OF INR 10,000/- (INDIAN RUPEES TEN THOUSAND ONLY) EACH, FOR CASH, AT PAR, AGGREGATING UP TO INR 200,00,00,000/- (INDIAN RUPEES TWO HUNDRED CRORES ONLY) IN A DEMATERIALIZED FORM, ON A PRIVATE PLACEMENT BASIS ("SERIES II DEBENTURES"); AND
- (III) UP TO 2,10,000 (TWO LAKH AND TEN THOUSAND) SENIOR, SECURED, RATED, LISTED, REDEEMABLE, TAXABLE, TRANSFERRABLE, NON-CONVERTIBLE DEBENTURES, HAVING A FACE VALUE OF INR 10,000/- (INDIAN RUPEES TEN THOUSAND ONLY) EACH, FOR CASH, AT PAR, AGGREGATING UP TO INR 210,00,00,000/- (INDIAN RUPEES TWO HUNDRED AND TEN CRORES ONLY) IN A DEMATERIALIZED FORM, ON A PRIVATE PLACEMENT BASIS ("SERIES III DEBENTURES").

(SERIES I DEBENTURES, SERIES II DEBENTURES AND SERIES III DEBENTURES SHALL HEREINAFTER COLLECTIVELY BE REFERRED TO AS THE "DEBENTURES") ("ISSUE") BY MUTHOOT MCRED LIMITED (FORMERLY KNOWN AS MUTHOOTTU MINI FINANCIERS LIMITED) (THE "COMPANY" OR "ISSUER") AND SHALL BE READ WITH THE GENERAL INFORMATION DOCUMENT DATED 22ND JANUARY 2026, BEARING REFERENCE NO. 01/25-26.

Background

This Key Information Document (as defined below) is related to the Debentures to be issued by **MUTHOOT MCRED LIMITED (FORMERLY KNOWN AS MUTHOOTTU MINI FINANCIERS LIMITED)** (the "Issuer" or "Company") on a private placement basis under the purview of the General Information Document and contains relevant information and disclosures (to the extent required under the SEBI NCS Regulations and not already covered under the General Information Document) required for the purpose of issuing of the Debentures. The issue of the Debentures comprised in the Issue and described under this Key Information Document has been authorised by the Issuer through the resolutions dated February 19, 2026 of the shareholders of the Issuer, and the resolution dated 07th March 2026, of the Board of Directors of the Issuer.

This Key Information Document is issued within the period of validity for issuance of non-convertible debentures prescribed in the General Information Document.

This Key Information Document and the terms and conditions (including the details of the Debentures) set out herein are to be read together with the General Information Document issued by the Issuer.

FILING OF KEY INFORMATION DOCUMENT WITH STOCK EXCHANGE

This Key Information Document has been/will be filed with the Stock Exchange.

Debtenture Trustee  CATALYST Believe in yourself... Trust us! CATALYST TRUSTEESHIP LIMITED Address: 901, 9th Floor, Tower B, Peninsula Business Park, Senapati Bapat Marg, Lower Parel (W), Mumbai- 400013 Telephone: 022-4922 0555 Email: ComplianceCTL-Mumbai@ctltrustee.com Website: www.https://catalysttrustee.com Contact Person: Mr. Umesh Salvi (Managing Director)	Registrar and Transfer Agent  MUFG MUFG INTIME INDIA PRIVATE LIMITED (Formerly known as Link Intime India Private Limited) Address: C-101, 1st Floor, 247 Park L.B.S. Marg, Vikhroli West Mumbai – 400 083, Maharashtra, India Telephone: +91 8108114949 Facsimile: +91 22 4918 6195 Email: muthoottmini.ncd2024@linkintime.co.in Website: www.in.mpms.mufig.com	Credit Rating Agency  ICRA ICRA LIMITED Address: B-710, Statesman House 148, Barakhamba Road, New Delhi - 110001, India Email: investors@icraindia.com Contact person: L Shivakumar Website: https://www.icra.in/
Statutory Auditors Mohandas & Associates, Chartered Accountants Address: IIIrd Floor, Sree Residency, Press Club Road, Thrissur -680001, Kerala Telephone: 0487 2333124 Email: ma.auditors@gmail.com Contact Person: Mohandas Anchery Peer review no: 016256	Legal Counsel  JURIS CORP Advocates & Solicitors JURIS CORP, ADVOCATES & SOLICITORS Address: 124 A, Jolly Maker Chamber II, 12th Floor, Nariman Point, Mumbai - 400 021, India Contact Person: Partner, Securities Email: securities@juriscorp.in Tel: 022 6720 5555 Website: www.juriscorp.in	Merchant Banker  SKI Grow with us SKI CAPITAL SERVICES LIMITED Address: 718, Dr. Joshi Road, Karol Bagh, New Delhi – 110005, India. Telephone: +91-011-41189899 Email: dcm@skicapital.net Website: https://www.skicapital.net Contact Person: Mr. Manick Wadhwa / Mr. Daljit Singh/Vivek

Issue Schedule	
Particulars	Date
Issue Opening Date	17 th March 2026
Issue Closing Date	17 th March 2026
Date of earliest closing of the Issue, if any	17 th March 2026
Pay In Date	18 th March 2026
Deemed Date of Allotment	18 th March 2026

ISSUE DETAILS	
Nature of the Debentures	Senior, Secured, Listed, Rated, Taxable, Transferable, Redeemable, Non-Convertible Debentures.

Number of Debentures	up to 4,60,000 (Four Lakh and Sixty Thousand) senior, secured, rated, listed, redeemable, taxable, non-convertible debentures, each, for cash, at par, having a face value of INR 10,000/- (Indian Rupees Ten Thousand Only) aggregating up to INR 460,00,00,000/- (Indian Rupees Four Hundred and Sixty Crores Only) in dematerialised form, on a private placement basis comprising of Series I Debentures, Series II Debentures and Series III Debentures.
Price per Debenture	INR 10,000/- (Indian Rupees Ten Thousand Only) per Debenture
Amount	INR 460,00,00,000/- (Indian Rupees Four Hundred and Sixty Crores Only) comprising of Series I Debentures, Series II Debentures and Series III Debentures.
Issue size (base issue or green shoe)	Issue Size: Up to 4,60,000 (Four Lakh and Sixty Thousand) senior, secured, rated, listed, redeemable, taxable, non-convertible debentures, each, for cash, at par, having a face value of INR 10,000/- (Indian Rupees Ten Thousand Only) aggregating up to INR 460,00,00,000/- (Indian Rupees Four Hundred and Sixty Crores Only) in dematerialised form, on a private placement basis comprising of Series I Debentures, Series II Debentures and Series III Debentures. Series I Debentures: Base Issue: Issue of up to 50,000 (Fifty Thousand) senior, secured, rated, listed, redeemable, taxable, transferrable, non-convertible debentures having a face value of INR 10,000/- (Indian Rupees Ten Thousand Only) each, for cash, at par, aggregating up to INR 50,00,00,000/- (Indian Rupees Fifty Crores Only) in a dematerialised form, on a private placement basis. Green Shoe: Not Applicable. Series II Debentures: Base Issue: Issue of up to 2,00,000 (Two Lakh) senior, secured, rated, listed, redeemable, taxable, transferrable, non-convertible debentures having a face value of INR 10,000/- (Indian Rupees Ten Thousand Only) each, for cash, at par, aggregating up to INR 200,00,00,000/- (Indian Rupees Two Hundred Crores Only) in a dematerialised form, on a private placement basis. Green Shoe: Not Applicable. Series III Debentures: Base Issue: Issue of up 2,10,000 (Two Lakh and Ten Thousand) senior, secured, rated, listed, redeemable, taxable, transferrable, non-convertible debentures having a face value of INR 10,000/- (Indian Rupees Ten Thousand Only) each, for cash, at par, aggregating up to INR 210,00,00,000/- (Indian Rupees Two Hundred and Ten Crores Only) in a dematerialised form, on a private placement basis. Green Shoe: Not Applicable.
Coupon	Series I Debentures: 9.25% p.a.p.m. (Nine point two five percent per annum) payable monthly. Series II Debentures: 9.30% p.a.p.m. (Nine point three zero percent per annum) payable monthly.

	Series III Debentures: 9.65% p.a.p.m. (Nine point six five percent per annum) payable monthly.
Coupon Payment Frequency	Series I Debentures: Monthly on 10 th day of every month Series II Debentures: Monthly on 10 th day of every month Series III Debentures: Monthly on 10 th day of every month
Redemption Date	Series I Debentures: 18 th May 2028 Series II Debentures: 17 th June 2028 Series III Debentures: 18 th September 2028
Redemption Amount	INR 10,000/- (Indian Rupees Ten Thousand Only) per Debenture
Credit Rating	The Debentures proposed to be issued by the Issuer have been rated by ICRA Limited ("Rating Agency"). The Rating Agency has vide its rating letter dated February 13, 2026, rating revalidation letter dated March 06, 2026, and rating rationale dated February 18, 2026, assigned a rating of ICRA A (Stable) in respect of the Debentures. The above rating is not a recommendation to buy, sell or hold securities and investors should take their own decision. The ratings may be subject to revision or withdrawal at any time by the rating agency and should be evaluated independently of any other ratings. Please refer to Annexure I (<i>Rating Letter, Rating Rationale And Detailed Press Release of this Key Information Document</i>) for the rating letter dated February 13, 2026, rating revalidation letter dated March 06, 2026 and rating rationale dated February 18, 2026, from the Rating Agency assigning the credit rating abovementioned and the press release by the Rating Agency in this respect. Web-link of press release: https://www.icra.in/Rationale/ShowRationaleReport?Id=141023
Details of 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"): - Any investor including: - Individuals, Hindu Undivided Family, Trust; - Limited Liability Partnerships and Partnership Firm(s), Portfolio Managers registered with SEBI and Association of Persons; - Commercial Banks, Regional Rural Banks, Insurance Companies; - Companies and Bodies Corporate eligible to invest in the Debentures; - Financial Institutions eligible to invest in the Debentures; - Foreign Portfolio Investors; - Mutual Funds; - Alternative Investment Fund; - Co-operative banks and Regional Rural Banks; and

	j) Any other investor eligible to invest in these Debentures. ii. All potential Investors are required to comply with the relevant regulations/guidelines applicable to them for investing in this issue of Debentures.		
Details about Underwriting	Not Applicable		
Listing	The Debentures are proposed to be listed on the wholesale debt market segment of the BSE Limited (" BSE " or the " Stock Exchange "). The Issuer shall comply with the requirements of the SEBI LODR Regulations (as defined in Key Information Document) to the extent applicable to it on a continuous basis. Please refer to Annexure IX of this Key Information Document for the 'in-principle' listing approval from the Stock Exchange. The Issuer has maintained/shall maintain the Recovery Expense Fund with BSE.		
Electronic Book Provider Platform	The Issue shall be made through the EBP platform in compliance with SEBI NCS Regulations read with SEBI NCS Master Circular for details refer to Section 6 of this Key Information Document.		
Inclusion of a compliance clause in relation to electronic book mechanism and details pertaining to the uploading the Key Information Document on the Electronic Book Provider Platform, if applicable.	This Issue, offer and subscription to the Debentures shall be made by the Eligible Investors through the electronic book mechanism as prescribed by SEBI and BSE under the EBP Guidelines (as defined below) by placing bids on the EBP Platform during the period of the Issue. The Eligible Investors should also refer to the operational guidelines of the EBP in this respect. The disclosures required pursuant to the EBP Guidelines (as defined below) are set out hereinbelow: <table border="1"> <tr> <td>Details of size of the Issue including green shoe option, if any</td><td> Total Issue Size: 4,60,000 (Four Lakh and Sixty Thousand) senior, secured, rated, listed, redeemable, taxable, non-convertible debentures, each, for cash, at par, having a face value of INR 10,000/- (Indian Rupees Ten Thousand Only) aggregating up to INR 460,00,00,000/- (Indian Rupees Four Hundred and Sixty Crores Only) in dematerialised form, on a private placement basis comprising of Series I Debentures, Series II Debentures and Series III Debentures. Series I Debentures: Base Issue: Issue of up to 50,000 (Fifty Thousand) senior, secured, rated, listed, redeemable, taxable, transferrable, non-convertible debentures having a face value of INR 10,000/- (Indian Rupees Ten Thousand Only) each, for cash, at par, aggregating up to INR 50,00,00,000/- (Indian Rupees Fifty Crores Only) in a dematerialised form, on a private placement basis. Green Shoe: Not Applicable. Series II Debentures: </td></tr> </table>	Details of size of the Issue including green shoe option, if any	Total Issue Size: 4,60,000 (Four Lakh and Sixty Thousand) senior, secured, rated, listed, redeemable, taxable, non-convertible debentures, each, for cash, at par, having a face value of INR 10,000/- (Indian Rupees Ten Thousand Only) aggregating up to INR 460,00,00,000/- (Indian Rupees Four Hundred and Sixty Crores Only) in dematerialised form, on a private placement basis comprising of Series I Debentures, Series II Debentures and Series III Debentures. Series I Debentures: Base Issue: Issue of up to 50,000 (Fifty Thousand) senior, secured, rated, listed, redeemable, taxable, transferrable, non-convertible debentures having a face value of INR 10,000/- (Indian Rupees Ten Thousand Only) each, for cash, at par, aggregating up to INR 50,00,00,000/- (Indian Rupees Fifty Crores Only) in a dematerialised form, on a private placement basis. Green Shoe: Not Applicable. Series II Debentures:
Details of size of the Issue including green shoe option, if any	Total Issue Size: 4,60,000 (Four Lakh and Sixty Thousand) senior, secured, rated, listed, redeemable, taxable, non-convertible debentures, each, for cash, at par, having a face value of INR 10,000/- (Indian Rupees Ten Thousand Only) aggregating up to INR 460,00,00,000/- (Indian Rupees Four Hundred and Sixty Crores Only) in dematerialised form, on a private placement basis comprising of Series I Debentures, Series II Debentures and Series III Debentures. Series I Debentures: Base Issue: Issue of up to 50,000 (Fifty Thousand) senior, secured, rated, listed, redeemable, taxable, transferrable, non-convertible debentures having a face value of INR 10,000/- (Indian Rupees Ten Thousand Only) each, for cash, at par, aggregating up to INR 50,00,00,000/- (Indian Rupees Fifty Crores Only) in a dematerialised form, on a private placement basis. Green Shoe: Not Applicable. Series II Debentures:		

		<u>Base Issue:</u> Issue of up to 2,00,000 (Two Lakh) senior, secured, rated, listed, redeemable, taxable, transferrable, non-convertible debentures having a face value of INR 10,000/- (Indian Rupees Ten Thousand Only) each, for cash, at par, aggregating up to INR 200,00,00,000/- (Indian Rupees Two Hundred Crores Only) in a dematerialised form, on a private placement basis. <u>Green Shoe:</u> Not Applicable. Series III Debentures: <u>Base Issue:</u> Issue of up 2,10,000 (Two Lakh and Ten Thousand) senior, secured, rated, listed, redeemable, taxable, transferrable, non-convertible debentures having a face value of INR 10,000/- (Indian Rupees Ten Thousand Only) each, for cash, at par, aggregating up to INR 210,00,00,000/- (Indian Rupees Two Hundred and Ten Crores Only) in a dematerialised form, on a private placement basis. <u>Green Shoe:</u> Not Applicable.
	Anchor Portion Details	No
	Interest rate parameter	Fixed Coupon
	Bid opening and closing date	Bid opening date: 17th March 2026 Bid closing date: 17th March 2026
	Minimum Bid lot	1000 (One Thousand) Debentures bearing face value of INR 10,000/- (Indian Rupees Ten Thousand Only) (aggregating to INR 1,00,00,000/- (Indian Rupees One Crore Only), each and in multiples of 1 Debenture(s) thereafter.
	Manner of bidding in the Issue/ Bid Type	Closed bidding
	Manner of allotment in the Issue	Uniform Yield Allotment
	Manner of settlement in the Issue	Pay-in of funds through ICCL. The pay-in of the Application Money for the Debentures shall be made by way of transfer of funds from the bank account(s) of the Eligible Investors (whose bids have been accepted) as registered with the Electronic Book Provider into the account of the ICCL, as specified in this regard below.

	Settlement cycle & Deemed Date of Allotment	T+1, where T refers to the date of bid opening date / issue opening date.
Specific declaration requested by BSE: non-equity regulatory capital	This issue of Debentures does not form part of non-equity regulatory capital mentioned under Chapter V of the SEBI NCS Regulations.	
Disclosure of filing	Given this is a private placement of non-convertible securities, there shall be no requirement of filing the same with the Registrar of Companies pursuant to the Section 26(4) of the Companies Act, 2013.	
Reissuance of Debentures	The Issuer reserves the right to make multiple issuances under the same ISIN. Any such issue can be made either by way of creation of a fresh ISIN or by way of issuance under an existing ISIN at premium/par/discount as the case may be.	

DISCLAIMERS

- The Issuer, having made all reasonable inquiries, accepts responsibility for and confirms that this issue document contains all information with regard to the issuer and the issue which is material in the context of the issue, that the information contained in the issue document is true and correct in all material aspects and is not misleading, that the opinions and intentions expressed herein are honestly stated and that there are no other facts, the omission of which make this document as a whole or any of such information or the expression of any such opinions or intentions misleading.
- Investment in non-convertible securities is risky and investors should not invest any funds in such securities unless they can afford to take the risk attached to such investments. Investors are advised to take an informed decision and to read the risk factors carefully before investing in this offering. For taking an investment decision, investors must rely on their examination of the issue including the risks involved in it. Specific attention of investors is invited to statement of risk factors contained under Section 3 of the General Information Document. These risks are not, and are not intended to be, a complete list of all risks and considerations relevant to the non-convertible securities or investor's decision to purchase such securities.
- This Key Information Document contains no unsubstantiated forward-looking statements. To the extent there are any unsubstantiated forward-looking statements under this Key Information Document, such statements shall be considered to be null and void.
- This issue document does not include any statement purporting to be made by an expert other than if the expert is a person who is not, and has not been, engaged or interested in the formation or promotion or management, of the Issuer and has given their written consent to this issue of this Key Information Document and has not withdrawn such consent before the delivery of a copy of this Key Information Document to the Registrar (as applicable) for registration.

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SECTION 1: DEFINITIONS AND ABBREVIATIONS

Unless the context otherwise indicates, all references in this Key Information Document to “**Issuer**”, “**our Company**”, “**the Company**” are to **MUTHOOT MCRED LIMITED (FORMERLY KNOWN AS MUTHOOTTU MINI FINANCIERS LIMITED)**, a company incorporated under the Companies Act, 1956 and validly existing under the provisions of Companies Act, 2013, registered as non-deposit taking non-banking financial company with the Reserve Bank of India under Section 45-IA of the Reserve Bank of India Act, 1934. The Registered Office and Corporate Office of the Company is situated at 65/623-K, Muthoottu Royal Towers, Kaloor, Kochi, Kerala – 682 017.

Unless specified elsewhere or the context otherwise indicates, all references in this Key Information Document to “we” or “us” or “our” are to our Company.

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

TERM	DEFINITION/PARTICULARS
Act or Companies Act	means the Companies Act 2013 and includes any rules, circulars, notifications and orders framed/ issued thereunder and any statutory modifications, re-enactments or amendments thereof or of such rules, circulars, notifications, orders, as issued from time to time.
Allot/Allotment/Allotted	means the allotment of the Debentures pursuant to this Issue.
Applicable Accounting Standards	shall mean (a) until the adoption of Indian Accounting Standards (Ind-AS) in accordance with Applicable Law, generally accepted accounting principles in India, and (b) thereafter, Indian Accounting Standards, in each case as amended, supplemented or re-issued from time to time, applied on a consistent basis both as to amounts and to classification of items.
Applicable Law	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.
Applicant	means a Person who is eligible to invest in the Debentures and has submitted / will be submitting an Application for subscribing to the Debentures in accordance with the terms of the Key Information Document and other Transaction Documents.
Application Form	The form used by the recipient of this Key Information Document, to apply for subscription to the Debentures, which is in the form annexed to this Key Information Document and marked as Annexure III (Application Form) .
Application Money	means money paid or payable by an Applicant on its Application for subscription to the Debentures.
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.
Beneficial Owners	means the holders of the Debentures in dematerialised form whose names are recorded as such with the Depository(ies) in the Register of Beneficial Owners.

TERM	DEFINITION/PARTICULARS
Board / Board of Directors	shall mean the board of directors of the Company for the time being and from time to time.
BSE	means BSE Limited.
Business Day	means any day (other than a Saturday, or a Sunday or a bank holiday) on which the commercial banks are open for general business in Mumbai and Kochi, 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 commercial banks are open for general business in Mumbai and Kochi, India. “ Business Days ” shall be construed accordingly.
Capital Adequacy Ratio	means the capital adequacy ratio determined in accordance with the NBFC Master Directions.
CDSL	means the Central Depository Services (India) Limited.
CERSAI	means the Central Registry of Securitisation Asset Reconstruction and Security Interest of India.
Charter Documents	shall mean the memorandum of association and articles of association of a company.
Client Loan	means each loan made by the Company as a lender.
Company/Issuer/MMFL	Muthoot MCred Limited (Formerly known as Muthoottu Mini Financiers Limited), a company incorporated under the provisions of Companies Act, 1956 and validly existing under the provisions of Companies Act, 2013, having corporate identification number - U65910KL1998PLC012154 and registered as a non-banking financial company with the RBI, having its registered office at 65/623-K, Muthoottu Royal Towers, Kaloore, Kochi, Kerala – 682017, India.
Conditions Precedent	means the conditions precedent set out under the heading in Section 4.39 (<i>Summary Terms</i>) of this Key Information Document.
Conditions Subsequent	means the conditions subsequent set out in Section 4.39 (<i>Summary Terms</i>) of this Key Information Document.
Control	shall mean right to appoint majority of the directors of the board of directors of the Issuer and 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. 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.
Crore	means ten million
Debenture Holders / “Beneficial Owner(s)”	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

TERM	DEFINITION/PARTICULARS
	beneficial owner(s)/register of beneficial owners(s) prepared, held and given by the Depository, and “ Beneficial Owner ” means each such Person and includes their respective successors/ transferees and assigns.
Debtenture Trust Deed/DTD	means the trust deed executed / to be executed by and between the Debtenture Trustee and the Issuer which will set out the terms upon which the Debtentures are being issued and shall include the representations and warranties and the covenants to be provided by the Issuer.
Debtenture Trustee	means Catalyst Trusteeship Limited, a company incorporated under the provisions of the Companies Act, 1956 and validly existing under the Companies Act, 2013 with corporate identification number U74999PN1997PLC110262, having its registered office at GDA House, First Floor, Plot No. 85, S. No. 94 & 95, Bhusari Colony (Right), Kothrud, Pune, Maharashtra - 411038, India and corporate office at Unit No - 901, 9 th Floor, Tower - B, Peninsula Business Park, Senapati Bapat Marg, Lower Parel (W), Mumbai - 400013, India.
Debtenture Agreement	means the agreement executed / to be executed by and between the Debtenture Trustee and the Issuer for the purposes of appointment of the Debtenture Trustee to act as debtenture trustee in connection with the issuance of the Debtentures.
Debtenture Regulations or SEBI Debtenture Regulations	means the Securities and Exchange Board of India (Debtenture Trustees) Regulations, 1993 (as amended, modified or restated from time to time).
Debtentures/NCDs	shall mean up to 4,60,000 (Four Lakh and Sixty Thousand) senior, secured, rated, listed, redeemable, taxable, non-convertible debtentures, each, for cash, at par, having a face value of INR 10,000/- (Indian Rupees Ten Thousand Only) aggregating up to INR 460,00,00,000/- (Indian Rupees Four Hundred and Sixty Crores Only) comprising of: (i) up to 50,000 (Fifty Thousand) senior, secured, rated, listed, redeemable, taxable, non-convertible debtentures, each, having a face value of INR 10,000/- (Indian Rupees Ten Thousand Only) aggregating up to INR 50,00,00,000/- (Indian Rupees Fifty Crores Only), for cash, at par, on a private placement basis; (ii) up to 2,00,000 (Two Lakh) senior, secured, rated, listed, redeemable, taxable, non-convertible debtentures, each, having a face value of INR 10,000/- (Indian Rupees Ten Thousand Only) aggregating up to INR 200,00,00,000/- (Indian Rupees Two Hundred Crores Only), for cash, at par, on a private placement basis; (iii) up to 2,10,000 (Two Lakh and Ten Thousand) senior, secured, rated, listed, redeemable, taxable, non-convertible debtentures, each, having a face value of INR 10,000/- (Indian Rupees Ten Thousand Only) aggregating up to INR 210,00,00,000/- (Indian Rupees Two Hundred and Ten Crores Only), for cash, at par, on a private placement basis.

TERM	DEFINITION/PARTICULARS
Debt Disclosure Documents	means, collectively, the General Information Document and this Key Information Document, and any PPOA issued in respect of the Debentures.
Deed of Hypothecation	shall mean the deed of hypothecation dated on or around the date of the Debenture Trust Deed to create hypothecation by way of first ranking pari passu and continuing charge basis over the Hypothecated Assets, to be executed between the Issuer and the Debenture Trustee to secure the Secured Obligations.
Deed of Guarantee	shall mean the deed of guarantee dated on or around the date of the Debenture Trust Deed to be executed by the Personal Guarantors in favor of the Debenture Trustee for securing the Outstanding Amounts in respect of the Debentures.
Deemed Date of Allotment	shall mean the date on which the Debentures shall have been deemed to be allotted to the Debenture Holders.
Demat	means dematerialized securities which are securities that are in electronic form, and not in physical form, with the entries noted by the Depository.
Depositories Act	means the Depositories Act, 1996, as amended from time to time
Depositories	means the depositories with which the Issuer has made arrangements for dematerialising the Debentures namely, NSDL and CDSL.
Depository Participant/DP	A depository participant as defined under the Depositories Act
Director(s)	means the director(s) of the Issuer.
Designated Stock Exchange	shall mean the stock exchange designated by the Issuer under the General Information Document and Key Information Document being BSE for the purposes of maintaining the recovery expense fund in terms of Regulation 11 of the SEBI NCS Regulations read with SEBI Debenture Trustees Master Circular.
DP ID	Depository Participant Identification Number.
Due Dates	means, collectively, the dates on which any principal amounts, interest, any additional interest, default interest, any liquidated damages, any premature redemption amount and/or any other amounts payable, are due and payable, including but not limited to the Interest Payment Dates, the Redemption Date(s), or any other date on which any payment is to be made by the Issuer under the Transaction Documents.
EBP Platform / EBP	Means web based electronic booking platform for private placement of securities under the EBP Guidelines.
EBP Requirements or SEBI EBP Requirements	means the requirements with respect to the electronic book mechanism prescribed in Chapter VI (<i>Electronic Book Provider platform</i>) of the SEBI NCS Master Circular, and the operational guidelines issued by the relevant Electronic Book Provider, as may be restated, amended, modified, or updated from time to time.
EFT	Electronic Fund Transfer
Eligible Investors	has the meaning given to it in Section 4.39 (<i>Summary Terms</i>) of this Key Information Document.

TERM	DEFINITION/PARTICULARS
Event of Default	means the event(s) set out in Section 4.39 (<i>Summary Terms</i>) of this Key Information Document.
Existing Charge Holders	shall mean lenders who shall share the charge on Hypothecated Assets on <i>pari passu</i> basis with the Debenture Holders.
Final Redemption Date	Series I Debentures: 18th May 2028 Series II Debentures: 17th June 2028 Series III Debentures: 18th September 2028
Final Settlement Date	means the date on which all Secured Obligations have been irrevocably and unconditionally paid and discharged in full to the satisfaction of the Debenture Holders as notified in writing by the Debenture Trustee.
Financial Indebtedness / Debt	shall mean in relation to any Person any indebtedness of such Person for or in respect of: (a) moneys borrowed; (b) any amount raised by acceptance under any acceptance credit facility or dematerialised equivalent; (c) any amount raised by acceptance of vendor bill discounting facility, receivables bill discounting or dematerialised equivalent; (d) any amount raised pursuant to any note purchase facility or the issue of bonds, notes, debentures, loan stock or any similar instrument including any accrued interest or redemption premium thereon; (e) the amount of any liability in respect of any lease or hire purchase contract which would, in accordance with the Applicable Accounting Standards, be treated as a finance or capital lease; (f) receivables sold or discounted (other than any receivables to the extent they are sold on a non-recourse basis); (g) any amount raised under any other transaction (including any forward sale or purchase agreement) having the commercial effect of a borrowing, including on any other direct or indirect or secured or unsecured recourse basis; (h) shares which are expressed to be redeemable, or any shares or instruments convertible into shares, or any shares or other securities, in each case which are otherwise the subject of a put option or call option or any form of guarantee; (i) any counter-indemnity obligation in respect of a guarantee, bond, standby or documentary letter of credit or any other instrument issued by a bank or financial institution; (j) any amount of any liability under any advanced or deferred purchase agreement if one of the primary reasons behind the entry into such agreement is to raise finance;

TERM	DEFINITION/PARTICULARS
	(k) any derivative transaction entered into in connection with protection against or benefit from fluctuation in any rate or price (and, when calculating the value of any derivative transaction, only the marked to market value shall be taken into account); and (l) the amount of any liability in respect of any indemnity (without double counting) for any of the items referred to in paragraphs (a) to (k) above.
Financial Year/ FY	shall mean the period commencing on 1 st April and ending on 31 st March each year.
General Information Document	means the general information document dated 22 nd January 2026, issued by the Issuer for the issue of the non-convertible securities on a private placement basis in accordance with Applicable Laws.
Governmental Authority	shall mean and include President of India, Government of India, Governor or the government of any state or union territory in India or any ministry, department, board, authority, instrumentality, agency, corporation or commission, semi-governmental, judicial, quasi-judicial or administrative entity, under direct or indirect control of the Government of India.
Gross Loan Portfolio	means the outstanding principal amount of all Client Loans originated by the Company on its own books and the Off-Balance Sheet Portfolio, other than the Company's business correspondent portfolio.
Hypothecated Assets	has the meaning given to it in Section 4.39 (<i>Summary Terms</i>) of this Key Information Document.
ICCL	means the Indian Clearing Corporation Limited.
INR / ₹	means the lawful currency of the Republic of India.
Interest Payment Dates	means the dates on which any interest in respect of the Debentures is required to be paid, as more specifically set out in Annexure V (<i>Illustration of Bond Cash Flows</i>) of this Key Information Document.
Interest Rate / Coupon Rate	Series I Debentures: 9.25% p.a.p.m. (Nine point two five percent per annum) payable monthly. Series II Debentures: 9.30% p.a.p.m. (Nine point three zero percent per annum) payable monthly. Series III Debentures: 9.65% p.a.p.m. (Nine point six five percent per annum) payable monthly.
ISIN	shall mean International Securities Identification Number.
Issue	means the issuance of the Debentures by way of private placement.
Issue Closing Date	17 th March 2026
Issue Opening Date	17 th March 2026
Key Information Document or KID	means this key information document dated 13 th March 2026 issued by the Issuer for the issue of the Debentures on a private placement basis in accordance with Applicable Laws.
Listing Period	has the meaning given to it in Section 4.39 (<i>Summary Terms</i>) of this

TERM	DEFINITION/PARTICULARS
	Key Information Document.
Loans	shall mean collectively the rupee loan facilities advanced by the Company to the various Obligors on the terms and conditions set forth in the Loan Agreement(s), and “Loan” shall mean each such individual gold loan facility.
LODR Regulations or SEBI LODR Regulations	means the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015, as amended, modified, or restated from time to time.
Majority Debenture Holders	means such number of Debenture Holders collectively holding more than 50% (fifty percent) of the value of the Outstanding Principal Amounts of the Debentures at each ISIN level. It is hereby clarified that majority will be considered at each ISIN level.
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.
Management Control	shall have the meaning given to it in the SEBI Substantial Acquisition of Shares and Takeovers Regulations, 2011.
Material Adverse Effect	Means the effect or consequence of an event, circumstance, occurrence, or condition which has caused, as on the date of determination, or could reasonably be expected to cause a material and adverse effect on: (a) the financial condition, business or operation of the Company which is prejudicial to the ability of the Company to perform its obligations under the Transaction Documents; (b) the rights or remedies of the Debenture Holders hereunder or under any other Transaction Documents; (c) the ability of the Company to perform its respective obligations under the Transaction Documents; or (d) the legality, validity or enforceability of any of the Transaction Documents.
Merchant Banker	shall mean SKI Capital Services 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 – U74899DL1993PLC054443, having its registered office at 718, Dr Joshi Road, Karol Bagh, New Delhi 110005.
Merchant Banker Consent Letter	shall mean the consent letter issued by the Merchant Banker to the Issue dated 7 th March 2026, set out in Annexure XI of this Key Information Document.
N.A.	Not Applicable
NBFC-MFI	Non-banking financial company - microfinance institution
NBFC Master Directions	shall mean the Reserve Bank of India (Non-Banking Financial Companies – Miscellaneous) Directions, 2025 (as amended, modified or restated from time to time)
Net Worth	has the meaning given to it in the Act.

TERM	DEFINITION/PARTICULARS
NSDL	means the National Securities Depository Limited
NSE	shall mean the National Stock Exchange of India
Obligors	shall have the meaning ascribed to it in the Deed of Hypothecation
Outstanding Amounts	means, at any date, the Outstanding Principal Amounts together with any Coupon (including any accrued but unpaid/uncrystallized Coupon), additional interest, Default Interest (if any), costs, fees, charges, and other amounts payable by the Issuer in respect of the Debentures
Outstanding Principal Amounts	means, at any date, the principal amounts outstanding under the Debentures.
PAN	shall mean the Permanent Account Number
PAR>90	means, in a district in India or branch of the Issuer or in respect of the Gross Loan Portfolio, at any time, as the case may be, 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 more than 90 (ninety) days.
Payment Default	means any event, act or condition which, with notice or lapse of time, or both, would constitute an Event of Default.
Personal Guarantor(s)	shall mean Mr. Mathew Muthoottu, an Indian inhabitant, aged about 36 years, and residing at 65/623K, Muthoottu Royal Towers Kaloar, Kochi, Ernakulam - 682017 and Mrs. Nizzy Mathew, an Indian inhabitant, aged about 72 years, and residing at 65/623K, Muthoottu Royal Towers Kaloar, Kochi, Ernakulam - 682017.
Private Placement Offer cum Application Letter/ PPOA	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.
Promoters	means, each of Mr. Mathew Muthoottu and Ms. Nizzy Mathew.
Promoter Group	means, each of the Personal Guarantor.
Purpose	has the meaning given to it in Section 4.39 (<i>Summary Terms</i>) of this Key Information Document.
Quarterly Date	means each of March 31, June 30, September 30 and December 31 of a calendar year, and "Quarterly Dates" shall be construed accordingly.
Rating	shall mean the rating of the Debentures, which is ICRA A (Stable) issued vide the letter of the Rating Agency dated February 13, 2026, rating revalidation letter dated March 06, 2026, and rating rationale dated February 18, 2026.
Rating Agency	means ICRA Limited, a company incorporated under the Companies Act, 1956 and validly existing under the Companies Act, 2013 with corporate identification number L74999DL1991PLC042749, having its registered office at B-710, Statesman House 148, Barakhamba Road, New Delhi - 110001, India.
RBI	shall mean the Reserve Bank of India.
Receivables	shall mean the aggregate of all the amounts due together with all other

TERM	DEFINITION/PARTICULARS
	monies whatsoever stipulated in or payable by the Obligors to the Company under the relevant Underlying Documents and other related deeds and documents, including without limitation: balance principal repayments, overdue interest, overdue principal amount, scheduled interest, default or additional interest, accrued interest, additional / late payment charges, bounced cheque charges, annual fees, deferment charges, collection charges due, liquidated damages, amounts receivable on prepayment and/or foreclosure, premia on prepayment, insurance proceeds, all proceeds arising pursuant to a sale or disposal of the relevant security created under the Loan Documents (whether pursuant to an enforcement action in accordance with the Underlying Documents or otherwise), costs, charges, expenses and fees together with all amounts due and payable on account of delayed payments and all other monies whatsoever if any, payable by identified loan Obligors under the Underlying Documents whether by way of past overdues or future payments, indemnities and damages or other charges.
Record Date	The date 15 (Fifteen) calendar days prior to the Final Redemption date or Interest Payment date, as the case may be, on which the determination of the persons entitled to receive Redemption Amount/ 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/CDSL records) shall be made.
REF / Recovery Expense Fund	means the recovery expense fund established/to be established and maintained by the Issuer in accordance with the provisions of Chapter IV (<i>Recovery Expenses Fund</i>) of the SEBI Debenture Trustees Master Circular.
Redemption Dates	means the date(s) as specified in Annexure V (<i>Illustration of Bond Cash Flows</i>) of this Key Information Document on which payment of the Outstanding Principal Amounts shall be made in respect of the Debentures.
Register of Beneficial Owners	means the register of beneficial owners of the Debentures maintained in the records of the Depositories.
Register of Debenture Holders	means the register of debenture holders maintained by the Issuer in accordance with Section 88 of the Companies Act.
Registrar/R&T Agent	means the registrar and transfer agent appointed for the issue of Debentures, being MUFG Intime India Private Limited (<i>Formerly known as Link Intime India Private Limited</i>), a company incorporated and validly existing under the provisions of the Companies Act, 2013 with corporate identification number U67190MH1999PTC118368 and having its registered office at C-101, 1st Floor, 247 Park, Lal Bahadur Shastri Marg, Vikhroli (West), Mumbai, Maharashtra - 400083, India.
Related Party	means, in respect of the Issuer, one or more of the following: "related party" as defined in the Act.
ROC	means the jurisdictional registrar of companies.
Rs. / INR	Indian Rupees.
RTGS	Real Time Gross Settlement.

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SEBI	means the Securities and Exchange Board of India.
SEBI Centralized Database Requirements	means the requirements prescribed in Chapter IV (<i>Centralized Database for corporate bonds/ debentures</i>) of the SEBI NCS Master Circular read together with Chapter XII (Centralised Database - Responsibilities of Debenture Trustee) of the SEBI Debenture Trustees Master Circular.
SEBI Debenture Trustees Master Circular	means the master circular issued by SEBI bearing reference number SEBI/HO/DDHS-PoD-1/P/CIR/2025/117 dated August 13, 2025, on " <i>Master Circular for Debenture Trustees</i> " to the extent applicable in respect of the private placement of debt securities, as amended, modified, supplemented or restated from time to time.
SEBI Listed Debentures Circulars	means, collectively, the SEBI NCS Master Circular, the SEBI Debenture Trustees Master Circular, and (to the extent applicable) the SEBI LODR Regulations.
SEBI Listing Timelines Requirements	means the requirements in respect of the timelines for listing of debt securities issued on a private placement basis prescribed in Chapter VII (<i>Standardization of timelines for listing of securities issued on a private placement basis</i>) of the SEBI NCS Master Circular, read with, to the extent applicable, the SEBI EBP Requirements.
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 Loan Products	shall mean gold loan with a loan to value ratio as permitted by RBI.
Secured Obligations	means all present and future obligations (whether actual or contingent and whether owed jointly or severally or in any capacity whatsoever) of the Issuer to the Debenture Holders or the Debenture Trustee under the Transaction Documents, including without limitation, the making of payment of any interest, redemption of principal amounts, the default interest, additional interest, liquidated damages and all costs, charges, expenses and other amounts payable by the Issuer in respect of the Debentures.
Security Cover	has the meaning given to it in Section 4.39 (<i>Summary Terms</i>) of this Key Information Document.
Series I Debentures	shall mean up to 50,000 (Fifty Thousand) senior, secured, rated, listed, redeemable, taxable, non-convertible debentures, each, having a face value of INR 10,000/- (Indian Rupees Ten Thousand Only) aggregating up to INR 50,00,00,000/- (Indian Rupees Fifty Crores Only).
Series II Debentures	shall mean up to 2,00,000 (Two Lakh) senior, secured, rated, listed, redeemable, taxable, non-convertible debentures, each, having a face value of INR 10,000/- (Indian Rupees Ten Thousand Only)

TERM	DEFINITION/PARTICULARS
	aggregating up to INR 200,00,00,000/- (Indian Rupees Two Hundred Crores Only).
Series III Debentures	shall mean up to 2,10,000 (Two Lakh and Ten Thousand) senior, secured, rated, listed, redeemable, taxable, non-convertible debentures, each, having a face value of INR 10,000/- (Indian Rupees Ten Thousand Only) aggregating up to INR 210,00,00,000/- (Indian Rupees Two Hundred and Ten Crores Only).
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 at each ISIN level. It is hereby clarified that majority will be considered at each ISIN level.
Special Resolution	means resolution approved by the Special Majority Debenture Holders who are present and voting or if a poll is demanded, by the Special Majority Debenture Holders who are present and voting in such poll.
Step Up	means the payment of interest in respect of the Debentures at the Step Up Rate in accordance with Section 4.39 (<i>Summary Terms</i>) of this Key Information Document.
Step Up Rate	has the meaning given to it in Section 4.39 (<i>Summary Terms</i>) of this Key Information Document.
Stressed Assets Framework	means the RBI's circular number - RBI/DOR/2025-26/357 on "Reserve Bank of India of India (Non-Banking Financial Companies – Resolution of Stressed Assets) Directions, 2025" dated November 28, 2025, as amended, modified or restated from time to time.
Tangible Net Worth	means, with respect to any person, the amount paid up on such person's issued equity share capital, compulsorily convertible instruments and any amount standing to the credit of its reserves, less equity or equity-like investments, goodwill, deferred tax assets and other intangible assets.
Tax	means any present or future tax, levy, duty, charge, fees, deductions, withholdings, surcharges, cess, turnover tax, transaction tax, stamp tax or other charge of a similar nature (including any penalty or interest payable on account of any failure to pay or delay in paying the same), now or hereafter, imposed pursuant to any Applicable Law or by any Governmental Authority and as maybe applicable in relation to the payment obligations of the Issuer under this Issuance.
Tax Deduction	means a deduction or withholding for or on account of Tax from a payment under a Transaction Document pursuant to Applicable Law.
TDS	Tax Deducted at Source.
Total Assets	means, for any date of determination, the total Assets of the Issuer on such date, including owned, securitised and managed (non-owned) portfolio of the Issuer.
Total Debt	means, for any date of determination, the total Debt of the Issuer on such date
Transaction Documents	means and includes: (a) the Debenture Trustee Consent Letter; (b) the Merchant Banker Consent Letter;

TERM	DEFINITION/PARTICULARS
	(c) Certified true copy of the resolution of the board of directors of the Issuer; (d) Certified true copy of the Resolution of Debenture Issue and Allotment Committee of the Issuer; (e) Certified true copy of the shareholder's resolution of the Issuer passed under Section 180(1)(a) of the Act dated February 19, 2026, and Section 180(1)(c) of the Act dated February 19, 2026; (f) General Information Document; (g) Key Information Document and Form PAS 4; (h) the Debenture Trust Agreement; (i) the Debenture Trust Deed; (j) the Deed of Hypothecation; (k) the Deed of Guarantee; (l) Tripartite agreements executed between the Issuer, the Depository, and the RTA; (m) Credit rating press release from the Rating Agent in respect of the credit rating for the Debentures; and (n) Any other document or instrument designated as a transaction document by the Debenture Trustee, and "Transaction Document" shall be construed accordingly.
Transaction Security	has the meaning given to it in Section 4.39 (<i>Summary Terms</i>) of this Key Information Document.
Write-offs	mean bad debts removed from balance sheet and deemed as non-collectible and includes loss on sale of book to asset reconstruction company.

SECTION 2: DISCLAIMERS

Please refer to **Section 2** (*Notice to Investors and Disclaimers*) of the General Information Document for the disclaimers in respect of the issuance of Debentures, along with the disclaimer in respect of the Merchant Banker below.

DISCLAIMER IN RESPECT OF THE MERCHANT BANKER

The Merchant Banker accepts no responsibility for any statements or information provided other than those contained in this issue document, or any advertisement or material authorized by or issued at the instance of the Issuer. Any person placing reliance on any other source of information will be doing so entirely at their own risk. The Merchant Banker does not guarantee the financial performance of the Issuer or the project, nor assume responsibility for the accuracy, completeness, or adequacy of any opinions expressed herein. The Investors are strongly encouraged to make independent decisions after carefully evaluating all available information.

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.

SECTION 3: FINANCIAL STATEMENTS

The limited review financial results for the nine months period ended December 31, 2025 and audited financial statements of the Issuer for the year ended March 31, 2025, March 31, 2024, and March 31, 2023, are set out in **Annexure IV** of this Key Information Document.

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

SECTION 4: REGULATORY DISCLOSURES

Please refer to Section 4 (*Regulatory Disclosures*) of the General Information Document for the disclosures required as per Regulation 44 and Schedule I of the SEBI NCS Regulations.

4.1 Submitted to the Exchanges

- (a) General Information Document and the respective Key Information Document;
- (b) Memorandum and articles of association of the Issuer and necessary resolution(s) for the allotment of the debt securities;
- (c) Copy of the resolution of the Board of Directors under Section 42 read with section 179 (3)(c) of the Companies Act, dated 07th March 2026 authorizing the borrowing and list of authorized signatories;
- (d) Certified true copy of the resolution passed by the Company at the Extra Ordinary General Meeting under Section 180 (1)(a) of the Act, held on February 19, 2026, authorising the Company to borrow, upon such terms as the Board may think fit;
- (e) Certified true copy of the resolution passed by the Company at the Extra Ordinary General Meeting under Section 180 (1)(c) of the Act, held on February 19, 2026, authorising the Company to borrow, upon such terms as the Board may think fit, up to an aggregate limit of INR 1,00,00,00,00,000/- (Indian Rupees Ten Thousand Crores Only);
- (f) Copy of the resolution passed by the Board of directors of the Company at the Board Meeting held on 07th March 2026 under Section 42, Section 71 of the Companies Act, 2013 authorizing the issue/offer of non-convertible debentures by the Company.
- (g) Copy of last three years audited and adopted annual reports and quarterly financial statements subjected to limited review by auditors for quarter ended December 31, 2025.
- (h) Statement containing particulars of, dates of, and parties to all material contracts and agreements;
- (i) An undertaking from the issuer stating that the necessary documents for creation of the charge, wherever applicable, including the Debenture Trust Deed has been executed within the time frame prescribed in the relevant regulations/Act/rules etc. and the same would be uploaded on the website of the designated stock exchange, where such securities have been proposed to be listed;
- (j) Any other particulars or documents that the BSE may call for as it deems fit;
- (k) An undertaking that permission / consent from the prior creditor for second or pari passu charge being created, wherever applicable, in favour of the debenture trustees to the proposed issue have been obtained;
- (l) Due diligence certificates from the Debenture Trustee as per the format specified in the Master Circular for Debenture Trustees and Schedule IV of the SEBI NCS Regulations.

4.2 Promoters of the Company

Please refer to Section 4 (*Regulatory Disclosures*) of the General Information Document for the details of the promoters of the Issuer.

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

The rating letter, revalidation letter and the rating rationale from the Rating Agency and the detailed press release in Annexure I (*Rating Letter, Rating Rationale, and Detailed Press Release from the Rating Agency*) of this Key Information Document.

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

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

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

The Issuer has obtained in-principle approval for the listing of the Debentures from BSE and the same is annexed in **Annexure IX** hereto. The Issuer shall also be creating the recovery expense fund as per the applicable SEBI regulations with BSE.

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

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

4.6 Expenses of the Issue: Expenses of the issue along with a break up for each item of expense, including details of the fees payable to separately as under (in terms of amount, as a percentage of total issue expenses and as a percentage of total issue size), as applicable

(in Lakhs)

SN	PARTICULARS	AMOUNT (INR)	PERCENTAGE OF TOTAL ISSUE EXPENSES	PERCENTAGE OF TOTAL ISSUE SIZE
1	Lead Manager(s) fees	-	-	-
2	Underwriting commission	-	-	-
3	Arranger Fee	-	-	-
4	Brokerage, selling commission and upload fees	-	-	-
5	Fees payable to the registrars to the issue	-	-	-
6	Fees payable to Credit Rating Agency	6.9	0.46	0.02
7	Fees payable to the legal Advisors/legal vetting fees	3	0.20	0.01
8	Advertising and marketing expenses*	-	-	-

SN	PARTICULARS	AMOUNT (INR)	PERCENTAGE OF TOTAL ISSUE EXPENSES	PERCENTAGE OF TOTAL ISSUE SIZE
9	Fees payable to the regulators including stock exchanges	0.25	0.02	0.00
10	Expenses incurred on printing and distribution of issue stationary**	-	-	-
11	Any other fees, commission and payments under whatever nomenclature	1484	99.32	3.23
12	Total	1494.15	100	3.25

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

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

4.7 Issue schedule

ISSUE SCHEDULE	
Issue Opening Date	17 th March 2026
Issue Closing Date	17 th March 2026
Date of earliest closing of the Issue, if any	17 th March 2026
Pay in Date	18 th March 2026
Deemed Date Of Allotment	18 th March 2026

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

Name:	 MUTHOOT MCRED LIMITED (FORMERLY KNOWN AS MUTHOOTTU MINI FINANCIERS LIMITED) Contact Person: Smitha KS E-mail: ks.smitha@muthootmcred.com Website: www.muthootmcred.com Address: 65/623-K, Muthoottu Royal Towers, Kaloore, Kochi, Kerala – 682 017 Telephone: +91 484 291 2100 / +91 484 291 2178
Legal Counsel	 JURIS CORP Advocates & Solicitors

	Name: Juris Corp, Advocates & Solicitors Contact Person: Partner, Securities Address: 124 A, Jolly Maker Chamber II, 12th Floor, Nariman Point, Mumbai - 400 021, India Email: securities@juriscorp.in Tel: 022 6720 5555 Website: www.juriscorp.in
Merchant banker and Co-managers to the issues	 SKI CAPITAL SERVICES LIMITED Address: 718, Dr. Joshi Road, Karol Bagh, New Delhi – 110005, India. Telephone: +91-011-41189899 Email: dcm@skicapital.net Website: https://www.skicapital.net Contact Person: Mr. Manick Wadhwa / Mr. Daljit Singh/Vivek
Sponsor Bank	Not applicable as this is a private placement of non-convertible debentures
Guarantor	An irrevocable and unconditional personal guarantee provided by Mr. Mathew Muthoottu and Mrs. Nizzy Mathew, to be executed on or around the date of the Debenture Trust Deed.
Debenture Trustee	 CATALYST TRUSTEESHIP LIMITED Address: GDA House, First Floor, Plot No. 85 S. No. 94 & 95, Bhusari Colony (Right), Kothrud, Pune, Maharashtra - 411038, India Telephone: 022-4922 0555 Email: ComplianceCTL-Mumbai@ctltrustee.com Website: http://www.https://catalysttrustee.com Contact Person: Mr. Umesh Salvi (Managing Director)
Registrar and Transfer Agent	 MUFG INTIME INDIA PRIVATE LIMITED (Formerly known as Link Intime India Private Limited) Address: C-101, 1st Floor, 247 Park L.B.S. Marg, Vikhroli West, Mumbai – 400 083, Maharashtra, India Telephone: +91 8108114949

	Facsimile: +91 22 4918 6195 Email: muthoottumini.ncd2024@linkintime.co.in Website: www.linkintime.co.in Contact Person : Ganesh Jadhav
Credit Rating Agency	 Name: ICRA Limited Address: B-710, Statesman House 148, Barakhamba Road, New Delhi - 110001, India. Telephone Number: +91 23357940 Email address: investors@icraindia.com Contact person: L Shivakumar
Auditors	Mohandas & Associates, Chartered Accountants Address: 3rd Floor, Sree Residency, Press Club Road, Thrissur -680001, Kerala Telephone: 0487 2333124 Email: ma.auditors@gmail.com Contact Person: Mohandas Anchery Peer review no: 016256
Valuation Agency	Not applicable

4.9 About the Issuer

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

We are a non-deposit taking NBFC-ML in the gold loan sector lending money against the pledge of household gold jewellery ("**Gold Loans**") in the state of Kerala, Tamil Nadu, Karnataka, Andhra Pradesh, Telangana, Haryana, Maharashtra, Gujarat, Delhi, Uttar Pradesh and Goa and the union territory of Puducherry. We also have microfinance loan segment wherein we provide unsecured loans to joint liability group of women customers (minimum of 5 persons) who require funds to carry out their business activities through few of our branches in the state of Kerala. Our Gold Loan portfolio as on December 31, 2025, March 31, 2025, March 31, 2024, and March 31, 2023 comprises of 6,32,336, 6,13,863, 5,57,249, and 5,03,974 gold loan accounts, respectively, aggregating to ₹ 5,16,576.02 lakh, ₹ 3,81,256.08 lakh, ₹ 3,22,221.23 lakh and ₹ 3,04,876.78 lakh which is 94.02%, 92.06%, 91.47% and 93.44% of our total loans and advances as on such specific dates. We, as on December 31, 2025, had a network of 995 branches spread in the states of Kerala, Tamil Nadu, Karnataka, Andhra Pradesh, Telangana, Haryana, Maharashtra, Gujarat, Uttar Pradesh and Goa and the union territories of Puducherry and Delhi and we employ 5749 persons in our business operations.

We are registered with RBI as a non-deposit taking, NBFC-ML, NBFC (registration no. N-16.00175 dated April 13, 2002) under Section 45 IA of the Reserve Bank of India Act, 1934. Further, a fresh certificate of registration was issued by RBI on January 1, 2014, pursuant to the change of name of our Company from 'Muthoottu Mini Financiers Private Limited' to 'Muthoottu Mini Financiers Limited'. Further, the Company has applied for issuance of fresh certificate of registration, pursuant to the change of name of our Company from 'Muthoottu Mini Financiers Limited' to 'Muthoot MCred Limited'. The certificate of incorporation is provided in Annexure XIV of this Key Information Document.

Our Company has also obtained a certificate of registration bearing registration no. – CA0122 issued by IRDAI, with effect from April 1, 2016 (renewed up to March 31, 2028), under Section 42D (1) of the Insurance Act, to act as a “Corporate Agent (Composite)”. Further, our Company holds a certificate of registration dated July 5, 2012, registration number IN-DP-CDSL-660- 2012 issued by SEBI to act as Depository Participant in terms of Regulation 20 of the Securities and Exchange Board of India (Depositories and Participants) Regulations, 1996, as renewed of August 21, 2017.

Our Company belongs to the Muthoottu Mini group. Muthoottu Mini group belongs to the Muthoottu family of Kozhencherry, which was founded by Ninan Mathai Muthoottu, who started the family business enterprise in 1887. In 1939, three sons of Ninan M. Muthoottu, viz, M. George Muthoot, M. Mathew and M. Pappachan Muthoot started a finance company named as Muthoot M. George & Brothers (“**MGB**”). In the early 1970s, they separated their business enterprises into three groups i.e., the current Muthoot Finance group of companies which is controlled by the sons of George M. Muthoot, the Muthoot Fincorp group which is controlled by the sons of M. Pappachan Muthoot and the Muthoottu Mini group which was earlier controlled by the son of M. Mathew i.e., Roy M. Mathew. Muthoottu Mini group is presently controlled by Mathew Muthoottu, son of Roy M. Mathew. Other than the aforementioned family connection, all the groups are distinct from each other and none of them are having any inter-group shareholdings or controls or business dealings. The Muthoottu Mini group commenced operations at Kozhencherry, Pathanamthitta, Kerala and has over three decades of established history in the money lending business, mainly in small scale money lending against used household gold jewellery. The Muthoottu Mini group has been in the gold loan financing since 1986 and our Company has been extending Gold Loans since its incorporation.

Our Gold Loan customers are individuals primarily from rural and semi-urban areas. We believe that what distinguishes us from banks is our focus on non-organized sections of society and our turnaround time to sanction and disburse the loan. Our Gold Loan product mix varies from 60 days up to 720 days tenure with varying rates of interest and amount of loan to suit the requirements of the customers. For the nine months period ended on December 31, 2025, and for the Fiscal 2025, Fiscal 2024 and Fiscal 2023 our yield on Gold Loan assets was 20.00%, 19.25%, 18.30% and 17.94% respectively.

We have also introduced online gold loan product wherein the customer has to come to the branch only for the initial appraisal and subsequent disbursement are done online whenever the customer makes a request during the maximum period of one year, subject to the prevailing LTV norms.

We have developed various Gold Loan schemes, which offer variable terms in relation to the amount advanced per gram of gold, the interest rate and the amount of the

loan, to meet the different needs of various customers.

Our lending functions are supported by a custom developed information technology platform that allows us to record relevant customer details, approve and disburse the loan. Our web based centralised IT platform which records details of all branches also handles management of the relevant loan and pledged gold related information.

Our microfinance loan customers are joint liability group of woman customers only (minimum of 5 persons) from rural and semi-urban areas of Kerala. Our microfinance loan portfolio for the nine months period ended on December 31, 2025 and for the Fiscal 2025, Fiscal 2024, and Fiscal 2023 comprised of 97,138, 90,167, 76,144, and 50,883 microfinance loan accounts respectively, aggregating to ₹ 32,790.21, ₹ 32,668.83 lakh, ₹ 29,413.11 lakh, and ₹ 20,713.17 lakh, which is 5.97%, 7.89%, 8.35%, and 6.35% of our total loans and advances as on such specific dates. For the nine months period ended on December 31, 2025, and for the Fiscal 2025, Fiscal 2024 and Fiscal 2023 the average loan amount advanced by us was 55869.12, ₹ 56194.44, ₹ 57,657.6 and ₹ 53,766.48 per loan transaction. For the nine months period ended on December 31, 2025 and for the Fiscal 2025, Fiscal 2024 and Fiscal 2023, our yield on microfinance loan assets was 27.07%, 25.20%, 25.11% and 25.82% respectively.

In addition to the loan business, we also offer depository participant services, money transfer services, insurance agents services, PAN card related services and travel agency services.

For the nine months period ended on December 31, 2025 and for the Fiscal 2025, Fiscal 2024 and Fiscal 2023, our total revenue was ₹ 77,596.14 lakh, ₹ 81,514.53 lakh, ₹ 67,183.91 lakh, and ₹ 54,443.96 lakh, respectively. Our profit after tax, nine months period ended December 31, 2025, and for the Fiscal 2025, Fiscal 2024 and Fiscal 2023, was ₹ 11,393.13 lakh, ₹ 9,417.65 lakh, ₹ 7,783.14 lakh, and ₹ 6,728.45 lakh, respectively. For the nine months period ending on 31 December 2025, and for the Fiscal 2025, Fiscal 2024 and Fiscal 2023, our income from our Gold Loan business constituted 86.78%, 83.05%, 85.41%, and 90.19% respectively, of our total income. For the nine months period ended on December 31, 2025, and for the Fiscal 2025, Fiscal 2024 and Fiscal 2023, revenues from our microfinance loan business constituted 8.56%, 9.60%, 9.37% and 6.44% respectively, of our total income.

Gross non-performing loan assets were 0.70%, 0.85%, 0.88%, and 0.43% of our gross loan portfolio under management for the nine months period ended on December 31, 2025, and for the Fiscal 2025, Fiscal 2024 and Fiscal 2023, respectively.

(b) Structure of the group

As on date of this Key Information Document, the Issuer does not have any holding company nor any subsidiary. As on December 31, 2025, our Promoter Nizzy Mathew holds 33,54,446 Equity Shares amounting to 13.40% and our Promoter Mathew Muthoottu holds 1,48,59,912 Equity Shares amounting to 59.36% of our Company's issued and paid-up equity capital.

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

Please refer to Section 4.7 (c) (*Regulatory Disclosures*) of the General Information Document.

- (d) **Details of branches or units where the issuer carries on its business activities, if any may be provided in the form of a static Quick Response (QR) code and web link.**

If the issuer provides the details of branches or units in the form of a static QR code and web link, the details of the said branches or units shall be provided to the debenture trustee as well and kept available for inspection as specified in Section 4.20 (g) to this Key Information Document. A checklist item in the 'Security and Covenant Monitoring System' shall also be included for providing information about branches or units of the issuer to the debenture trustee and confirmation of the same by the debenture trustee.

Web-link:

<https://www.muthoottumini.com/investors-information/>

Quick Response Code of Branch List:



- (e) **Subsidiary details:**

As on the date of this Key Information Document, our Company does not have any subsidiary.

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

The funds raised by the Issuer shall be utilized by the Company for (a) repayment or refinancing of existing debt of the Issuer and (b) to finance the growth of the portfolio of the Issuer as is permitted for bank finance by the RBI and (c) to augment the long term growth of the Issuer.

4.10 Financial Information

- (a) **The audited financial statements (i.e. profit and loss statement, balance sheet and cash flow statement) both on a standalone and consolidated basis for a period of three completed years, which shall not be more than six months old from the date of the issue document or issue opening date, as applicable. Such financial statements shall be should be audited and certified by the statutory auditor(s) who holds a valid certificate issued by the Peer Review Board of the Institute of Chartered Accountants of India ("ICAI").**

As mentioned in **Annexure IV** of this Key Information Document.

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

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

As mentioned in **Annexure IV** of this Key Information Document.

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

Not applicable

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

As mentioned in **Annexure IV** of this Key Information Document.

Key Operational and Financial Parameters on a consolidated basis and standalone basis

Standalone Basis:

(₹ in lakh)

Particulars	As on December 31, 2025	Fiscal 2025	Fiscal 2024	Fiscal 2023
BALANCE SHEET				
Assets				
Property, Plant and Equipment	20,582.71	20,397.34	19,923.16	19,389.58
Financial Assets	6,17,543.36	4,70,855.57	4,07,953.24	3,63,267.87
Non-financial Assets excluding property, plant and equipment	4,498.44	4,733.78	3,681.07	3,155.03
Total Assets	6,42,624.51	4,95,986.69	4,31,557.47	3,85,812.48
Liabilities				
Financial Liabilities				
-Derivative financial instruments	-	-	-	-

Particulars	As on December 31, 2025	Fiscal 2025	Fiscal 2024	Fiscal 2023
-Trade Payables	-	-	-	-
-Debt Securities	2,40,614.02	1,46,522.60	1,36,226.23	1,43,772.51
-Borrowings (other than Debt Securities)	2,59,606.30	2,30,857.88	1,91,229.90	1,52,665.35
-Subordinated liabilities	37,556.23	34,501.92	30,664.31	24,300.29
-Other financial liabilities	3,333.36	2,199.36	1,694.17	1,739.64
Non-Financial Liabilities				
-Current tax liabilities (net)	-	-	-	-
-Provisions	703.98	783.2	581.62	509.34
-Deferred tax liabilities (net)	1,114.27	302.26	-	-
-Other non-financial liabilities	658.84	782.09	576.82	306.24
Equity (Equity Share Capital and Other Equity)	99,037.51	80,037.38	70,584.42	62,519.11
Total Liabilities and Equity	6,42,624.51	4,95,986.69	4,31,557.47	3,85,812.48
PROFIT AND LOSS				
Revenue from operations	77,581.82	81,045.67	66,820.85	54,371.45
Other Income	14.32	468.86	363.06	72.51
Total Income	77,596.14	81,514.53	67,183.91	54,443.96
Total Expense (including tax expenses)	66,203.01	72,096.88	59,400.77	47,715.51
Profit after tax for the year	11,393.13	9,417.65	7,783.14	6,728.45
Other Comprehensive income		35.32	-17.83	20.5
Total Comprehensive Income	11,393.13	9,452.97	7,765.31	6,748.95
Earnings per equity share (Basic)	60.68	37.62	31.19	26.96
Earnings per equity share (Diluted)	60.43	37.62	31.19	26.96
Cash Flow				
Net cash from / used in (-) operating activities	-1,22,859.46	-54,261.10	-29,859.67	-85,396.35
Net cash from / used in (-) investing activities	-1,103.30	-1,582.80	-1,520.49	-1,520.20
Net cash from / used in (-) financing activities	1,36,374.86	54,291.98	37,635.91	55,397.54

Particulars	As on December 31, 2025	Fiscal 2025	Fiscal 2024	Fiscal 2023
Net increase/decrease (-) in cash and cash equivalents	12,412.10	-1,551.92	6,255.75	-31,519.01
Cash and cash equivalents as per Cash Flow Statement	21,129.65	8,717.55	10,269.47	4,013.72
Additional Information				
Net worth	93,774.39	77,544.65	68,578.04	60,702.25
Cash and cash equivalents	21,129.65	8,717.55	10,269.47	4,013.72
Loans	5,49,458.16	4,14,160.29	3,52,277.57	3,26,278.27
Loans (Principal Amount)	5,32,225.01	3,93,959.57	3,36,311.86	3,15,768.02
Total Debts to Total Assets	83.68%	83.04%	82.98%	83.13%
Interest Income	75,621.52	77,698.71	65,317.38	53,352.64
Interest Expense	37,758.70	39,754.55	34,530.94	28,349.16
Impairment on Financial Instruments	575.95	1,434.37	694.71	-228.67
Bad Debts to Loans	0.02%	0.10%	0.02%	0.02%
% Stage 3 Loans on Loans (Principal Amount)	0.72%	0.89%	0.93%	0.44%
% Net Stage 3 Loans on Loans (Principal Amount)	0.43%	0.53%	0.75%	0.38%
Tier I Capital Adequacy Ratio (%)	15.33%	16.14%	16.93%	15.99%
Tier II Capital Adequacy Ratio (%)	3.94%	5.24%	6.93%	6.82%

Notes:

- 1) *Total debts to Total Assets = Debt securities + Borrowings (other than debt securities) + Subordinated liabilities / Total Assets*
- 2) *Net Worth = Total Equity – Revaluation reserve – Impairment reserve – Prepaid expenses – Deferred tax assets (net)*
- 3) *Bad debts to loans = Bad debts Written off/ Loans*

Consolidated Basis: Not applicable

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

Other than as disclosed in the annual audited financial statements, the Issuer has no contingent liabilities outstanding.

- (f) **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**

The Issuer has no amount of corporate guarantee or letter of comfort, contingent liability including debt service reserve account guarantees/ any put option etc.

4.11 BRIEF HISTORY OF THE ISSUER

(a) Share Capital

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

Share Capital	Amount (INR)
Authorised Share Capital	
4,75,00,000 equity shares @ Rs.100 each	475,00,00,000
1,25,00,000 preference shares @ Rs. 100 each	125,00,00,000
TOTAL	600,00,00,000
Issued, Subscribed and Fully Paid- up Share Capital	
2,50,32,539 equity shares @ Rs.100 each	250,32,53,900
Issued, Subscribed and Fully Paid-up Preference Share Capital	
76,07,000 ccps @ Rs.100 each	76,07,00,000
TOTAL	326,39,53,900

Note: There will be no change in the capital structure and securities premium account due to the issue and allotment of the Debentures.

(b) Change in Capital Structure

Change in the capital structure as on last quarter ended on December 31, 2025, for the preceding three financial years and current financial year

Except, as disclosed below, there have been no changes in the authorised share capital of our Company since last three financial years and current financial year as on last quarter ended on December 31, 2025,

S. No.	Date of Shareholders' meeting	AGM / EGM	Particulars
1.	December 12, 2025	EGM	The Company by way of special resolution passed at the Extra-ordinary General meeting December 12, 2025 has approved the issuance of Compulsory Convertible Preference Shares to identified investors for a total amount not exceeding Rs.125 Crores, out of which Rs.76.07 Cr was allotted as on 31-12-2025.
2.	July 14, 2025	EGM	The Company by way of special resolution passed at the Extra-ordinary General meeting July 14, 2025 has approved the alteration of the authorised capital clause by increasing the authorized capital of the company from ₹ 3,25,00,00,000/- (Rupees Three Hundred and Twenty Five Crore only) divided into 3,25,00,000 (Three Crore Twenty Five Lakh only) Equity Shares of ₹100/- each (Rupees One hundred only) to ₹ 6,00,00,00,000/- (Rupees Six Hundred Crore only) divided into 4,75,00,000 (Four Crore Seventy Five Lakh only) equity

S. No.	Date of Shareholders' meeting	AGM / EGM	Particulars
			shares of ₹ 100/- each and ₹ 1,25,00,000 (One Crore Twenty Five Lakh) preference shares of ₹ 100/- each.
3.	March 28, 2024	EGM	Infusion of 80,000 equity shares on private placement basis at face value of Rs.100 per share and at a premium of Rs.275 per share.

(c) **History of Equity Share Capital**

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

Date of Allotment	No of Equity Shares	Face value (₹)	Issue Price (₹)	Consideration (Cash, other cash, etc)	Nature for Allotment	Cumulative		
						No. of equity shares	Equity Share Capital (₹ in lakh)	Equity Share Premium (₹ in lakh)
March 28, 2024	80,000	100	375	Cash	Preferential allotment by private placement of equity shares	2,50,32,539	25,032.54	8,064.15

Details of the changes in preference share capital for the preceding three financial years and current financial year (as on December 31, 2025):

Date of Allotment	No of Compulsory Convertible Preference Shares	Face value (₹)	Issue Price (₹)	Consideration (Cash, other cash, etc)	Nature for Allotment	Cumulative		
						No. of Compulsory Convertible Preference	Compulsory Convertible Preference Share Capital (₹ in lakh)	Compulsory Convertible Preference Share Premium (₹ in lakh)
December 30, 2025	76,07,000	100	100	Cash	Private Placement	76,07,000	7607	Nil

(d) **Amalgamation/ Acquisition**

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

The Issuer has not made any acquisition or amalgamation in the last 1 (one) year prior to the date of this Key Information Document.

(e) **Reorganization or Reconstruction**

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

The Issuer has not made any reorganization/reconstruction in the last 1 (one) year prior to the date of this Key Information Document.

(f) **Details Of the Shareholding of The Company as on the Latest Quarter End**

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

Category	Category of shareholder	No. of shares held	No. of fully paid up equity shares held	No. of Partly paid up equity shares held	No. of shares underlying Depository Receipts	Total nos. shares held	Shareholding as a % of total no. of shares (calculated as per SCRR, 1957)	Number of Voting Rights held in each class of securities				No. of Shares Underlying Outstanding convertible securities (as a percentage of diluted share capital)	No. of Locked in shares		No. of Shares pledged or otherwise encumbered		No. of equity shares held in dematerialised form
								No of Voting Rights			Total as a % of (A+B+C)		No. (a)	As a % of total Shares held (b)	No. (a)	As a % of total Shares held (b)	
								Class eg: Equity Shares	Class eg: y	Total							
(I)	(II)	(III)	(IV)	(V)	(VI)	(VII) = (IV)+(V)+(VI)	(VIII) As a % of (A+B+C)	(IX)				(X) As a % of (A+B+C)	(XI)		(XIII)		(XIV)

Category	Category of shareholder	No. of shareholders	No. of fully paid up equity shares held	No. of Partly paid-up equity shares held	No. of shares under lying Depository Receipts	Total nos. shares held	Shareholding as a % of total no. of shares (calculated as per SCRR, 1957)	Number of Voting Rights held in each class of securities			No. of Shares Underlying Outstanding convertible securities (as a percentage of diluted share capital)	No. of Locked in shares		No. of Shares pledged or otherwise encumbered		No. of equity shares held in dematerialised form	
								No of Voting Rights				Total as a % of (A+B+C)	No. (a)	As a % of total Shares held (b)	No. (a)		As a % of total Shares held (b)
								Class eg: Equity Shares	Class eg: y	Total							
(A)	Promoter & Promoter Group																
	Promoter	2	1,82,14,358	-	-	1,82,14,358	72.76 %	1,82,14,358	1,82,14,358	1,82,14,358	72.76 %	-	-	-	-	-	1,82,14,358
	Promoter Group	5	68,18,176	-	-	68,18,176	27.24 %	68,18,176	68,18,176	68,18,176	27.24 %	-	-	-	-	-	68,18,176
	Total Promoter & Promoter Group	7	2,50,32,534	-	-	2,50,32,534	-	2,50,32,534	2,50,32,534	2,50,32,534	100%	-	-	-	-	-	2,50,32,534

Category	Category of shareholder	No. of shares held	No. of fully paid up equity shares held	No. of Partly paid-up equity shares held	No. of shares underlying Depository Receipts	Total nos. shares held	Shareholding as a % of total no. of shares (calculated as per SCRR, 1957)	Number of Voting Rights held in each class of securities				No. of Shares Underlying Outstanding convertible securities (including Warrants)	Shareholding, as a % assuming full conversion of convertible securities (as a percentage of diluted share capital)	No. of Locked in shares		No. of Shares pledged or otherwise encumbered		No. of equity shares held in dematerialised form
								No of Voting Rights			Total as a % of (A+B+C)			No. (a)	As a % of total Shares held (b)	No. (a)	As a % of total Shares held (b)	
								Class eg: Equity Shares	Class eg: y	Total								
(B)	Public	5	5	-	-	5	-	5	5	5	Negligible	-	-	-	-	-	-	5
(C)	Non Promoter - Non Public	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
(C1)	Shares Underlying DRs	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
(C2)	Shares Held By Employee Trust	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	Total	12	2,50,32,539	-	-	2,50,32,539	-	2,50,32,539	2,50,32,539	2,50,32,539	100%	-	-	-	-	-	-	2,50,32,539

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

Category	Category of shareholder	Nos. of Compulsory Convertible Preference shareholders	No. of fully paid up Compulsory Convertible Preference shares held	No. of Partly paid-up Compulsory Convertible Preference shares held	No. of shares underlying Depository Receipts	Total nos. of Compulsory Convertible Preference shares held	Shareholding as a % of total no. of Compulsory Convertible Preference shares (calculated as per SCR, 1957)	Number of Voting Rights held in each class of securities				No. of Compulsory Convertible Preference Shares Underlying Outstanding convertible securities (including Warrants)	Shareholding, as a % assuming full conversion of convertible securities (as a percentage of diluted share capital)	No. of Locked in shares		No. of Shares pledged or otherwise encumbered		No. of Compulsory Convertible Preference shares held in dematerialised form
								No of Voting Rights			Total as a % of (A+B+C)			No. (a)	As a % of total Shares held (b)	No. (a)	As a % of total Shares held (b)	
								Class eg: Compulsory Convertible Preference Shares	Class eg: y	Total								
(I)	(II)	(III)	(IV)	(V)	(VI)	(VII) = (IV)+(V)+(VI)	(VIII) As a % of (A+B+C 2)	(IX)				(X)	(XI) = (VII)+(X) As a % of (A+B+C2)	(XII)		(XIII)		(XIV)
(A)	Promoter & Promoter Group	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	Promoter	1	50,000	NA	NA	50,000	0.66 %	50,000	50,000	50,000	0.66 %	50,000	-	-	-	-	-	50,000
	Promoter Group	1	61,42,000	NA	NA	61,42,000	80.74 %	61,42,000	61,42,000	61,42,000	80.74 %	61,42,000	-	-	-	-	-	61,42,000

Category	Category of shareholder	Nos. of Compulsory Convertible Preference shareholders	No. of fully paid up Compulsory Convertible Preference shares held	No. of Partly paid-up Compulsory Convertible Preference shares held	No. of shares underlying Depository Receipts	Total nos. of Compulsory Convertible Preference shares held	Shareholding as a % of total no. of Compulsory Convertible Preference shares (calculated as per SCR, 1957)	Number of Voting Rights held in each class of securities				No. of Compulsory Convertible Preference Shares Underlying Outstanding convertible securities (including Warrants)	Shareholding, as a % assuming full conversion of convertible securities (as a percentage of diluted share capital)	No. of Locked in shares		No. of Shares pledged or otherwise encumbered		No. of Compulsory Convertible Preference shares held in dematerialised form
								No of Voting Rights			Total as a % of (A+B+C)			No. (a)	As a % of total Shares held (b)	No. (a)	As a % of total Shares held (b)	
								Class eg: Compulsory Convertible Preference Shares	Class eg: y	Total								
	Total Promoter & Promoter Group	2	61,92,000	NA	NA	61,92,000	81.40%	61,92,000	61,92,000	61,92,000	81.40%	61,92,000	-	-	-	-	-	61,92,000
(B)	Public	62	14,15,000	NA	NA	14,15,000	18.60%	14,15,000	14,15,000	14,15,000	18.60%	14,15,000	-	-	-	-	-	14,15,000
(C)	Non Promoter - Non Public	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
(C1)	Shares Underlying DRs	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
(C2)	Shares Held By Employee Trust	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-

Category	Category of shareholder	Nos. of Compulsory Convertible Preference shareholders	No. of fully paid up Compulsory Convertible Preference shares held	No. of Partly paid-up Compulsory Convertible Preference shares held	No. of shares underlying Depository Receipts	Total nos. of Compulsory Convertible Preference shares held	Shareholding as a % of total no. of Compulsory Convertible Preference shares (calculated as per SCR, 1957)	Number of Voting Rights held in each class of securities				No. of Compulsory Convertible Preference Shares Underlying Outstanding convertible securities (including Warrants)	Shareholding, as a % assuming full conversion of convertible securities (as a percentage of diluted share capital)	No. of Locked in shares		No. of Shares pledged or otherwise encumbered		No. of Compulsory Convertible Preference shares held in dematerialised form
								No of Voting Rights			Total as a % of (A+B+C)			No. (a)	As a % of total Shares held (b)	No. (a)	As a % of total Shares held (b)	
								Class eg: Compulsory Convertible Preference Shares	Classes eg: y	Total								
	Total	64	76,07,000	NA	NA	76,07,000	100	76,07,000	76,07,000	76,07,000	100	76,07,000	-	-	-	-	-	76,07,000

(g) Top 10 shareholders of the Company

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

Sr. No.	Name of the Shareholder	Total number of Equity Shares	Number of Equity Shares held in dematerialized form	% of total number of Equity Shares
1.	Mathew Muthoottu	1,48,59,912	1,48,59,912	59.36%
2.	Nizzy Mathew	33,54,446	33,54,446	13.40%
3.	Muthoottu Mini Hotels Private Limited	25,51,298	25,51,298	10.19%
4.	Mini Muthoottu Credit India Private Limited	14,19,841	14,19,841	5.67%
5.	Muthoottu Mini Theatres Private Limited	12,17,835	12,17,835	4.87%
6.	Roy M. Mathew	9,99,995	9,99,995	4.00%

Sr. No.	Name of the Shareholder	Total number of Equity Shares	Number of Equity Shares held in dematerialized form	% of total number of Equity Shares
7.	Muthoottu Infotech Private Limited (formerly known as R M M Properties India Private Limited)	6,29,207	6,29,207	2.51%
8.	Thomas Kutty	1	1	Negligible
8.	Samuel Kutty K V	1	1	Negligible
8.	Raju Thomas	1	1	Negligible
8.	Ivan Mathew	1	1	Negligible
8.	C K Varghese	1	1	Negligible
	Total	2,50,32,539	2,50,32,539	100.00%

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

SI No	Name of the Compulsory Convertible Preference Shareholder	Total Number of Compulsory Convertible Preference Shares	Number of Compulsory Convertible Preference Shares held in dematerialized form	% of total number of preference shares
1	MUTHOOTTU INFOTECH PRIVATE LIMITED	61,42,000.00	61,42,00,000.00	80.74
2	ASHOKAN K	62,000.00	62,00,000.00	0.82
3	K RAGHAVENDRA RAO	51,000.00	51,00,000.00	0.67
4	VARUN NARAYAN K PILLAI	50,000.00	50,00,000.00	0.66
5	NIZZY MATHEW	50,000.00	50,00,000.00	0.66
6	JOHNSON AROCKIA PRABU A	30,000.00	30,00,000.00	0.39
7	VARUN C NAIR	30,000.00	30,00,000.00	0.39
8	NIDHI SANJAY TIBREWALA	30,000.00	30,00,000.00	0.39
9	ANU S	25,000.00	25,00,000.00	0.33
10	NORMAN GEORGE	25,000.00	25,00,000.00	0.33
11	R M SEVUGAN	25,000.00	25,00,000.00	0.33
12	ANITA MODI	25,000.00	25,00,000.00	0.33

4.12 DIRECTORS OF THE COMPANY

(a) The details of the current directors of the Company is given below:

Name, designation, and DIN	Age (in years)	Address	Date of Appointment	Other directorships
Nizzy Mathew Designation: Chairman and Wholetime Director DIN: 01680739	72	Muthoottu House, Kozhencherry, Pathanamthitta 689 641, Kerala, India	October 10, 2014	Indian Companies 1. Muthoottu Urban Nidhi Limited (Erst while Cochin Mini Muthoottu Nidhi Limited) 2. Mini Muthoottu Credit India Private Limited 3. Muthoottu Finance and Services Private Limited (Erst while Kozhencherry MM Financial Services Private Limited) 4. Muthoottu Mini Hotels Pvt Limited 5. MM Nirman and Real Estate Private Limited (Erst while Mini Muthoottu Nirman And Real Estate Private Limited) 6. Kozhencherry Properties India Private Limited 7. Muthoottu Infotech Private Limited (Erst while R M M Properties India Private Limited) 8. Muthoottu Mini Theatres Private Limited Foreign Companies Nil
Mathew Muthoottu Designation: Managing Director DIN: 01786534	36	Muthoottu House, Kozhencherry, Pathanamthitta 689 641, Kerala, India	March 07, 2008	Indian Companies 1. Muthoottu Mini Theatres Private Limited 2. Mini Muthoottu Credit India Private Limited 3. MM Nirman and Real Estate Private Limited (Erst while Mini Muthoottu Nirman And Real Estate Private Limited) 4. Muthoottu Mini Hotels Private Limited

Name, designation, and DIN	Age (in years)	Address	Date of Appointment	Other directorships
				5. Kandamath Cine Enterprises Private Limited 6. Muthoottu Infotech Private Limited (formerly known as R M M Properties India Private Limited) 7. Kozhencherry Properties India Private Limited 8. Muthoottu Finance and Services Private Limited (formerly known as Kozhencherry M M Financial Services Private Limited) 9. Muthoottu Mini Nidhi Limited 10. Muthoott Aerospace Private Limited 11. YSS Virtual Technologies Private Limited Foreign Companies Nil
Manojkumar Raveendra Panicker Designation: Independent Director DIN: 09357326	54	31/988Q, Souparnika Panorama Enclave, Lane 1, Subhash Chandra Bose Road, Vyttila, SO, Ernakulam, Kerala, 682019	October 01, 2021	Indian Companies Nil Foreign Companies Nil
Mampuzha Mathew Herbert Designation: Independent Director DIN: 00640728	60	Nilgiri 45/126, Correya Road, Pachalam, Ernakulam, Kerala-682012	April 1, 2024	Indian Companies Nil Foreign Companies Nil
Venugopal Kuttappan Nair Designation: Independent Director	73	P1, Water Ford Apartments, PK Road, Thevara, Ernakulam,	October 08, 2024	Indian Companies IFCI Infrastructure Development Limited Foreign Companies

Name, designation, and DIN	Age (in years)	Address	Date of Appointment	Other directorships
DIN: 06783512		Kerala-682013		Nil
Babita Teresa George Designation: Non-Executive Director DIN: 10838844	45	VII/769-D Mani Kulangara Road Thirikkakara Grama Panchayath Kakkanad Ernakulam PIN 682030 Kerala India	November 16, 2024	Indian Companies Nil Foreign Companies 1. Benne Fin BSC, Bahrain 2. Shachar Technologies Pte Ltd, Singapore 3. Tegn Consulting LLC, UAE 4. Phoenix Connect, UAE 5. Phoenix Connected Finance Service, UAE

(b) **Change in directors**

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

Name	Designation	DIN	Date of Appointment	Date of Cessation, if applicable	Date of Resignation, if applicable	Remarks
Nizzy Mathew	Wholetime Director	01680739	18-03-1998	-----	-----	Appointed as Wholetime Director. Appointment renewed as per statutory norms. Current period of appointment valid upto 31-12-2027
Mathew Muthoottu	Managing Director	01786534	07-03-2008	-----	-----	Appointed as Managing Director Appointment renewed as per statutory norms. Current period of

Name	Designation	DIN	Date of Appointment	Date of Cessation, if applicable	Date of Resignation, if applicable	Remarks
						appointment valid upto 30-05-2027
Rajagopal M.S.	Independent Director	08114376	08-10-2018	30-09-2024	-----	Appointment as an Independent Director. 2 nd Tenure ceased on 30-09-2024
MJ Paul	Independent Director	07218120	18-11-2019	31-03-2024	-----	Appointment as an Independent Director 2 nd Tenure ceased on 31-03-2024
Manoj Kumar R	Independent Director	09357326	01-10-2021	-----	-----	Appointment as an Additional Director regularised as Director at the AGM held on 30-09-2022. Appointed as Independent Director in the EGM held on 24-03-2023 to hold office from 01-04-2023 to 30-09-2026
Mampuzha Mathew Herbert	Independent Director	00640728	01-04-2024	---	---	Appointed as Independent Director at the EGM held on 01-04-2024 Appointed as Independent Director for the second tenure at the Extra Ordinary General Meeting held

Name	Designation	DIN	Date of Appointment	Date of Cessation, if applicable	Date of Resignation, if applicable	Remarks
						on 19-05-2025 for a tenure of three years from 01-04-2025 to 31-03-2028.
Venugopal Kuttappan Nair	Independent Director	06783512	08-10-2024	---	----	Appointed as Additional Non Executive Independent Director at the Board Meeting held on 08-10-2024. Reappointed as Independent Director for the second tenure of three years from 09-10-2025 to 08-10-2028. at the AGM held on 08-09-2025 for the first tenure
Babita Teresa George	Non Executive Director	10838844	16-11-2024	----	----	Appointed as Additional Director at the Board Meeting held on 14-11-2024 with effect from 16-11-2024. Regularized as Non Executive Director at the Extra Ordinary General Meeting held on 10-02-2025

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

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

Name of Director	Current financial year till December 31, 2025	Fiscal 2025	Fiscal 2024	Fiscal 2023
Nizzy Mathew	195.00	180.00	180.00	180.00
Mathew Muthoottu	283.50	294.00	271.50	264.00
Manojkumar Raveendra Panicker	6.50	6.90	3.20	1.55
Rajagopal Saseendran Mangalathu*	-	3.70	4.45	3.15
Mampuzha Mathew Herbert ^{\$}	3.25	5.35	NA	NA
Jose Paul Maliakal [#]	-	-	3.40	1.75
Venugopal Kuttappan Nair [%]	3.10	2.45	NA	NA
Babita Teresa George [^]	3	1.20	NA	NA

* Rajagopal Saseendran Mangalathu ceased to be director of the Company w.e.f. September 30, 2024

\$ Mampuzha Mathew Herbert appointed as director of the Company w.e.f. April 1, 2024.

Jose Paul Maliakal ceased to be director of the Company w.e.f. March 31, 2024

% Venugopal Kuttappan Nair was appointed as additional director of the Company w.e.f. October 8, 2024. He was regularized as an Independent Director at the EGM held on December 23, 2024 and was further reappointed for his second term of 3 years commencing from October 9, 2025 at the AGM held on September 8, 2025.

^ Babita Teresa George was appointed as Additional Director by the Board of Directors in the meeting held on November 14, 2024, effective from November 16, 2024 and her appointment was regularised as non executive Director at the EGM held on February 10, 2025.

- (ii) **Remuneration paid to the Directors for the current year and Fiscals 2025, 2024 and 2023 by our subsidiaries and associates:**

Not applicable, as the Company does not have any subsidiaries or associate companies as of the date of this

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

None of our Directors' relatives have been appointed to an office or place of profit of our Company.

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

- (A) in the promotion of the issuer company; or
- (B) in any immoveable property acquired by the issuer company in the two years preceding the date of the issue document or any immoveable property proposed to be acquired by it; or
- (C) where the interest of such a director consists in being a member of a firm or company, the nature and extent of his interest in the firm or company, with a statement of all sums paid or agreed to be paid to him or to the firm or

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

Please refer to **Section 4.11(c)(iii) (Regulatory Disclosures)** of the General Information Document.

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

No contribution has been made by the directors as part of the offer or separately.

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

Please refer to Section 4 (Regulatory Disclosures) of the General Information Document.

4.13 AUDITORS OF THE COMPANY

i. Current auditor

The details of the auditors of the Company:

Name of Auditor	Address	Auditor Since
Mohandas & Associates, Chartered Accountants	III rd Floor, Sree Residency, Press Club Road, Thrissur - 680001, Kerala	September 30, 2024

ii. Details of change in auditors:

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

Name of the Auditor	Date of Change	Reason of Change
Mohandas & Associates, Chartered Accountants	September 30, 2024	Appointment of Statutory Auditor due to cessation of tenure of the Previous Statutory Auditor.
M/s. Ramdas & Venugopal, Chartered Accountants	January 14, 2022	Appointed at the EGM held on 07-02-2022 to undertake the statutory audit for the FY 2021-22 and to hold office till the conclusion of AGM of the company for the FY 2021-22
	September 30, 2022	Appointed for the second tenure at the AGM held on 30-09-2022 to undertake statutory audit for FY 2022-23 & FY 2023-24 and to hold office till the conclusion of the AGM of the Company for the FY 2023-24
	September 30, 2024	Cessation of tenure

Name of the Auditor	Date of Change	Reason of Change
M/s. Manikandan & Associates, Chartered Accountants	September 28, 2020	Appointed for a period of three financial years starting from April 1, 2020 and to hold office till March 31, 2023
	January 14, 2022	Manikandan & Associates didn't fulfil the criteria for statutory auditors prescribed by the RBI vide its circular dated April 27, 2021. Hence they submitted their resignation on January 14, 2022.

4.14 DETAILS OF THE BORROWING OF THE COMPANY AS ON THE LATEST QUARTER END

Details of the following liabilities of the issuer, as at the end of the last quarter, i.e., December 31, 2025, or if available, a later date:

- (a) Details of outstanding secured loan facilities as at the end of the last quarter, i.e., December 31, 2025:

Sr. No.	Lender's Name	Type of the Facility	Amount Sanctioned	Principal amount outstanding as on December 31, 2025 (in ₹ lakh)	Maturity date	Security			Credit Rating (if applicable)	Asset Classification
						Primary Security	Collateral	Guarantee		
1	Bandhan bank	Term Loan	10,000.00	1,679.90	April, 2026	Paripassu first charge over the Gold Loan receivables (both present and future) excluding microfinance receivables and other current assets of the company, with other secured lenders (Banks & NCD Holders) with security asset	7.50%	Personal Guarantee of Mr. Mathew Muthootu and Mrs. Nizzy Mathew	[ICRA]A (Stable)	Standard

Sr. No.	Lender's Name	Type of the Facility	Amount Sanctioned	Principal amount outstanding as on December 31, 2025 (in ₹ lakh)	Maturity date	Security			Credit Rating (if applicable)	Asset Classification
						Primary Security	Collateral	Guarantee		
						coverage ratio of 1.15xtimes to be maintained at all times both present & future of the company				
2	Bandhan bank	Term Loan	6,000.00	3,455.80	October 1, 2026	Pari passu first charge over the Gold Loan receivables (both present and future) excluding microfinance receivables and other current assets of the company, with other secured lenders (Banks & NCD Holders) with security asset coverage ratio of 1.15xtimes to be maintained at all times both present &	10.00 %	Personal Guarantee of Mr. Mathew Muthootu and Mrs. Nizzy Mathew	[ICRA] A (Stable)	Standard

Sr. No.	Lender's Name	Type of the Facility	Amount Sanctioned	Principal amount outstanding as on December 31, 2025 (in ₹ lakh)	Maturity date	Security			Credit Rating (if applicable)	Asset Classification
						Primary Security	Collateral	Guarantee		
						future of the company				
3	Bandhan bank	Term loan	4,500.00	3,402.52	April 1, 2027	Paripassu first charge over the Gold Loan receivables (both present and future) excluding microfinance receivables and other current assets of the company, with other secured lenders (Banks & NCD Holders) with security asset coverage ratio of 1.15x times to be maintained at all times both present & future of the company	10.00 %	Personal Guarantee of Mr. Mathew Muthootu and Mrs. Nizzy Mathew	[ICRA] A (Stable)	Standard
4	Bajaj Finance Ltd	Term Loan	3,000.00	125.00	January 5, 2026	First Paripassu charge on the gold loan	Nil	Personal Guarantee of Mr.	[ICRA] A (Stable)	Standard

Sr. No.	Lender's Name	Type of the Facility	Amount Sanctioned	Principal amount outstanding as on December 31, 2025 (in ₹ lakh)	Maturity date	Security			Credit Rating (if applicable)	Asset Classification
						Primary Security	Collateral	Guarantee		
						receivables present and future of the borrower byway of hypothecation of gold loan receivables with a minimum asset cover of 1.25x and current assets of the company excluding MF receivables		Mathew Muthootu and Mrs. Nizzy Mathew		
5	Bajaj Finance Ltd	Term Loan	3,500.00	1,750.00	November 30, 2026	First Paripassu charge on the gold loan receivables present and future of the borrower byway of hypothecation of gold loan receivables with a minimum asset cover of 1.2x and current assets of the company excluding	15.00 %	Personal Guarantee of Mr. Mathew Muthootu and Mrs. Nizzy Mathew	[ICRA] A (Stable)	Standard

Sr. No.	Lender's Name	Type of the Facility	Amount Sanctioned	Principal amount outstanding as on December 31, 2025 (in ₹ lakh)	Maturity date	Security			Credit Rating (if applicable)	Asset Classification
						Primary Security	Collateral	Guarantee		
						MF receivables				
6	Bajaj Finance Ltd	Term Loan	3,500.00	2,770.83	June 30, 2027	1) First Pari passu charge, on the current gold loan receivables and current assets of the company present and future along with other lenders with a minimum asset cover of 1.20x.	12.50 %	Personal Guarantee of Mr. Mathew Muthootu and Mrs. Nizzy Mathew	[ICRA] A (Stable)	Standard
7	Bank of Baroda	Term Loan	7,500.00	5,750.00	November 30, 2027	1) First Pari passu charge by way of hypothecation of all chargeable current assets, book debts, loans and advances and receivables (excluding micro finance receivables) both present and future along with other lenders	20%	Personal Guarantee of Mr. Mathew Muthootu and Mrs. Nizzy Mathew	[ICRA] A (Stable)	Standard

Sr. No.	Lender's Name	Type of the Facility	Amount Sanctioned	Principal amount outstanding as on December 31, 2025 (in ₹ lakh)	Maturity date	Security			Credit Rating (if applicable)	Asset Classification
						Primary Security	Collateral	Guarantee		
						including NCD holders with a margin of 25%.				
8	Bank of Maharashtra	Term Loan	10,000.00	1,649.94	May 9, 2026	First Pari-Passu charge by way of Hypothecation of standard loan receivables of the company to the extent of 1.11 times of outstanding loan.	20.00 %	Personal Guarantee of Mr. Mathew Muthoottu and Mrs. Nizzy Mathew	[ICRA] A (Stable)	Standard
9	Canara Bank	Term Loan	7,500.00	6,458.33	July 23rd 2028	Pari-passu first charge on gold loan receivables of the company (present & future) along with other secured lenders with 1.25x margin.	15.00 %	Personal Guarantee of Mr. Mathew Muthoottu and Mrs. Nizzy Mathew	[ICRA] A (Stable)	Standard
10	Canara Bank	Term Loan	5,000.00	1,388.33	October 21, 2026	Pari-passu first charge on gold loan receivables of the company (present &	25.00 %	Personal Guarantee of Mr. Mathew Muthoottu and Mrs.	[ICRA] A (Stable)	Standard

Sr. No.	Lender's Name	Type of the Facility	Amount Sanctioned	Principal amount outstanding as on December 31, 2025 (in ₹ lakh)	Maturity date	Security			Credit Rating (if applicable)	Asset Classification
						Primary Security	Collateral	Guarantee		
						future) along with other secured lenders with 1.25x margin.		Nizzy Mathew		
11	Capital Small Finance Bank	Term loan	4,000.00	3,644.22	March 12th 2028	First Pari passu charge along with existing lenders on hypothecation of gold loan receivables (both present and future) and other current assets of the company excluding microfinance receivables	10.00 %	Personal Guarantee of Mr. Mathew Muthoottu and Mrs. Nizzy Mathew	[ICRA] A (Stable)	Standard
12	Catholic Syrian Bank	Term Loan	3,000.00	55.51	January 21, 2026	Pari-passu first charge on gold loan receivables of the company (present & future) along with other secured lenders with 25% margin.	25.00 %	Personal Guarantee of Mr. Mathew Muthoottu and Mrs. Nizzy Mathew and Corporate Guarantee of M/s Muthoottu Mini	[ICRA] A (Stable)	Standard

Sr. No.	Lender's Name	Type of the Facility	Amount Sanctioned	Principal amount outstanding as on December 31, 2025 (in ₹ lakh)	Maturity date	Security			Credit Rating (if applicable)	Asset Classification
						Primary Security	Collateral	Guarantee		
								Hotels Pvt Ltd		
13	Catholic Syrian Bank	Term Loan	5,000.00	3,599.41	December 31, 2026	Pari-passu first charge on gold loan receivables of the company (present & future) along with other secured lenders with 25% margin.	25.00 %	Personal Guarantee of Mr. Mathew Muthoottu and Mrs. Nizzy Mathew and Corporate Guarantee of M/s Muthoottu Mini Hotels Pvt Ltd	[ICRA] A (Stable)	Standard
14	Credit Saison (KISSET SU INDIA)	Term Loan	5,000.00	3,333.33	December 15, 2026	1) First pari-passu charge basis by way of hypothecation over the entire present and future receivables (including gold loan receivables but excluding microfinance receivables) and other current assets with a minimum asset cover of 1.1x.	Nil	Personal Guarantee of Mathew Muthoottu & Nizzy Mathew	[ICRA] A (Stable)	Standard

Sr. No.	Lender's Name	Type of the Facility	Amount Sanctioned	Principal amount outstanding as on December 31, 2025 (in ₹ lakh)	Maturity date	Security			Credit Rating (if applicable)	Asset Classification
						Primary Security	Collateral	Guarantee		
15	Dhanlaxmi Bank	Term Loan	2,600.00	2,166.67	June 25, 2028	1) First Pari passu charge by way of hypothecation of entire loans and advances, book debts and current assets (excluding those which are specifically charged to any other lenders of the company) with a margin of 20%.	12.50 %	Personal Guaranteee of Mathew Muthoottu & Nizzy Mathew	[ICRA] A (Stable)	Standard
16	Equitas Small Finance Bank	Term Loan	4,000.00	886.96	March 5, 2026	First pari passu charge on all standard gold loan receivables and current assets of the Company, both current and future to the extent of 1.10x to be maintained at all times.	10.00 %	Personal Guaranteee of Mr. Mathew Muthoottu and Mrs. Nizzy Mathew	[ICRA] A (Stable)	Standard
17	Federal Bank	Term Loan	2,500.00	781.1	July 30, 2026	Hypothecation of entire Gold loan	10.00 %	Personal Guaranteee of Mr. Mathew	[ICRA] A (Stable)	Standard

Sr. No.	Lender's Name	Type of the Facility	Amount Sanctioned	Principal amount outstanding as on December 31, 2025 (in ₹ lakh)	Maturity date	Security			Credit Rating (if applicable)	Asset Classification
						Primary Security	Collateral	Guarantee		
						receivables including interest accrued on Gold Loan) of the Company on first Pari passu basis with other lenders in Multiple Banking arrangement and NCD holder with a margin of 15%		Muthoottu and Mrs. Nizzy Mathew		
18	Federal Bank	Term Loan	3,500.00	2,622.82	June 30, 2027	1) First Pari passu charge, by way of hypothecation of entire gold loan receivables (including interest accrued on Gold Loan) of the company with other lenders in Multiple Banking Arrangement and NCD Holders with a minimum	15.00 %	Personal Guarantee of Mr. Mathew Muthoottu and Mrs. Nizzy Mathew	[ICRA] A (Stable)	Standard

Sr. No.	Lender's Name	Type of the Facility	Amount Sanctioned	Principal amount outstanding as on December 31, 2025 (in ₹ lakh)	Maturity date	Security			Credit Rating (if applicable)	Asset Classification
						Primary Security	Collateral	Guarantee		
						asset cover of 15%.				
19	HDFC	Term Loan	2,500.00	433.69	March 7, 2026	First pari passu charge on all current assets of the Company, both current and future including receivables (Gold loan receivables excluding Micro Finance receivables) for working capital limit with 15% margin	25.00 %	Personal Guarantee of Mr. Mathew Muthoottu and Mrs. Nizzy Mathew	[ICRA] A (Stable)	Standard
20	Indian Bank	Term loan	5,000.00	1,683.61	December 12, 2026	Pari passu first charge on entire receivables /gold loans and other current assets of the company, both present and future. With other secured lenders and NCD holders, with 20% margin	25.00 %	Personal Guarantee of Mr. Mathew Muthoottu and Mrs. Nizzy Mathew	[ICRA] A (Stable)	Standard

Sr. No.	Lender's Name	Type of the Facility	Amount Sanctioned	Principal amount outstanding as on December 31, 2025 (in ₹ lakh)	Maturity date	Security			Credit Rating (if applicable)	Asset Classification
						Primary Security	Collateral	Guarantee		
21	IDFC First Bank	Term Loan	12,500.00	1,388.89	April 20, 2026	First Pari passu charge of present and future book debts and receivables (upto 90 DPD) excluding micro finance receivables with security cover of 1.15x.	15.00 %	Personal Guarantee of Promoters Mr. Mathew Muthoottu and Mrs. Nizzy Mathew	[ICRA] A (Stable)	Standard
22	IDFC First Bank	Term Loan	12,500.00	5,581.12	April 22, 2027	First Pari passu charge of present and future book debts and receivables (upto 90 DPD) excluding micro finance receivables with security cover of 1.15x.	15.00 %	Personal Guarantee of Promoters Mr. Mathew Muthoottu and Mrs. Nizzy Mathew	[ICRA] A (Stable)	Standard
23	IDFC First Bank	Term Loan	15,000.00	10,514.59	January 23, 2028	First Pari passu charge of present and future book debts and receivables (upto 90	15.00 %	Personal Guarantee of Promoters Mr. Mathew Muthoottu and Mrs.	[ICRA] A (Stable)	Standard

Sr. No.	Lender's Name	Type of the Facility	Amount Sanctioned	Principal amount outstanding as on December 31, 2025 (in ₹ lakh)	Maturity date	Security			Credit Rating (if applicable)	Asset Classification
						Primary Security	Collateral	Guarantee		
						DPD) excluding micro finance receivables with security cover of 1.15x.		Nizzy Mathew		
24	Indian Overseas Bank	Term Loan	5,000.00	2,502.50	March 31, 2028	First Pari passu charge of standard book debts and receivables and all other current assets equivalent to 1.33x times of the outstanding loan amount.excluding micro finance receivables .	25.00 %	Personal Guarant ee of Promoter s Mr. Mathew Muthoott u and Mrs. Nizzy Mathew	[ICRA] A (Stable)	Standard
25	Indian Overseas Bank	Term Loan	5,000.00	3,982.50	July 31, 2029	First Pari passu charge of standard book debts and receivables and all other current assets equivalent to 1.33x times of the	25.00 %	Personal Guarant ee of Promoter s Mr. Mathew Muthoott u and Mrs. Nizzy Mathew	[ICRA] A (Stable)	Standard

Sr. No.	Lender's Name	Type of the Facility	Amount Sanctioned	Principal amount outstanding as on December 31, 2025 (in ₹ lakh)	Maturity date	Security			Credit Rating (if applicable)	Asset Classification
						Primary Security	Collateral	Guarantee		
						outstanding loan amount excluding micro finance receivables				
26	Jana Small Finance Bank	Term Loan	15,000.00	10,625.00	May 3, 2027	First pari passu charge along with existing lenders on Hypothecation of standard gold loan receivables (upto 90 DPD) both present & future and other current assets of the company excluding micro finance receivables with a asset cover of 1.1x times.	10.00 %	Personal Guarantee of Mr. Mathew Muthoottu & Nizzy Mathew	[ICRA] A (Stable)	Standard
27	Karur Vysya Bank	Term Loan	2,500.00	614.04	December 31, 2025	Pari passu first charge over the gold loan receivables (both present and future); and other	Extent of 24.37 Ares (10.12 Ares in Sy. 332/8, 10.20	Personal guarantee of Nizzy Mathew and Mathew Muthoottu. Corpor	[ICRA] A (Stable)	Standard

Sr. No.	Lender's Name	Type of the Facility	Amount Sanctioned	Principal amount outstanding as on December 31, 2025 (in ₹ lakh)	Maturity date	Security			Credit Rating (if applicable)	Asset Classification
						Primary Security	Collateral	Guarantee		
						current assets of the company, with other secured lenders (Banks, Fis, and NCD holders) except those which are specifically charged to any term lenders (whether under refinance facility or otherwise), 25% margin	Ares in Sy. No:33 2/8-5, 4.05 Ares in Sy. No: 332/8-5) in Kozhencherry Gramapanchayath Ward No: VIII, Pazhayathuvu junction, Kozhencherry Village, Kozhencherry Taluk, Pathanamthitta District standing in the name of Muthottu Mini Hotels	ate Guarantee of M/s Muthottu Mini Hotels Pvt Ltd		

Sr. No.	Lender's Name	Type of the Facility	Amount Sanctioned	Principal amount outstanding as on December 31, 2025 (in ₹ lakh)	Maturity date	Security			Credit Rating (if applicable)	Asset Classification
						Primary Security	Collateral	Guarantee		
							Private Limited Extent of 32.79 Acres in Sy. No: 332/9 A in Kozhencherry Gramapanchayath Ward No: VIII, Pazhayathuvu Junction, Kozhencherry Village, Kozhencherry Taluk, Pathanamthitta District standing in the name of M/s Muthottu			

Sr. No.	Lender's Name	Type of the Facility	Amount Sanctioned	Principal amount outstanding as on December 31, 2025 (in ₹ lakh)	Maturity date	Security			Credit Rating (if applicable)	Asset Classification
						Primary Security	Collateral	Guarantee		
							Mini Hotels Private Limited Lien on Fixed Deposits to the tune of Rs.4.68 Crore			
28	Karur Vysya Bank	Term Loan	4,000.00	2,181.82	April 5, 2027	Pari passu first charge over the gold loan receivables (both present and future); and other current assets of the company, with other secured lenders (Banks, Fis, and NCD holders) except those which are specifically charged to any term lenders (whether under	25% cash margin	Personal guarantee of Nizzy Mathew and Mathew Muthoottu. Corporate Guarantee of M/s Muthoottu Mini Hotels Pvt Ltd	[ICRA] A (Stable)	Standard

Sr. No.	Lender's Name	Type of the Facility	Amount Sanctioned	Principal amount outstanding as on December 31, 2025 (in ₹ lakh)	Maturity date	Security			Credit Rating (if applicable)	Asset Classification
						Primary Security	Collateral	Guarantee		
						refinance facility or otherwise), 25% margin				
29	Karur Vysya Bank	Term Loan	5,000.00	5,000.00	September 5, 2028	1) First Pari passu charge, over the gold loan receivables (both present and future); and current assets of the company, with other secured lenders except those which are specifically charged to any term lenders (whether under refinance facility or otherwise) with a minimum asset cover of 15%.	15%	Personal Guarantee of Mr. Mathew Muthoottu & Nizzy Mathew, corporate Guarantee of M/s Muthoottu Mini Hotels pvt ltd	[ICRA] A (Stable)	Standard
30	Kerala Financial Corporation	Term Loan	5,000.00	4,243.93	March 1, 2030	First Paripassu charge with existing lenders on the hypothecation of	Nil	Personal guarantee of Nizzy Mathew and Mathew Muthoott	[ICRA] A (Stable)	Standard

Sr. No.	Lender's Name	Type of the Facility	Amount Sanctioned	Principal amount outstanding as on December 31, 2025 (in ₹ lakh)	Maturity date	Security			Credit Rating (if applicable)	Asset Classification
						Primary Security	Collateral	Guarantee		
						present and future standard receivables and other current assets of the company excluding micro finance receivables ,with asset cover of 1.25x		u. Corporate Guarantee of M/s Muthoot Mini Hotels Pvt Ltd & M/s Mini Muthoot Credit India Pvt Ltd.		
31	Oxyzo Financial Services Ltd	Term Loan	1,500.00	583.33	July 5, 2026	First Paripassu charge on the gold loan receivables present and future of the borrower byway of hypothecation of gold loan receivables with a minimum asset cover of 1.10x and current assets of the company excluding MF receivables	10.00 %	Personal guarantee of Mathew Muthoot and Nizzy Mathew	[ICRA] A (Stable)	Standard
32	Oxyzo Financial	Term Loan	1,500.00	750.00	September 5, 2026	First Paripassu charge on	10.00 %	Personal guarantee of	[ICRA] A (Stable)	Standard

Sr. No.	Lender's Name	Type of the Facility	Amount Sanctioned	Principal amount outstanding as on December 31, 2025 (in ₹ lakh)	Maturity date	Security			Credit Rating (if applicable)	Asset Classification
						Primary Security	Collateral	Guarantee		
	Services Ltd					the gold loan receivables present and future of the borrower byway of hypothecation of gold loan receivables with a minimum asset cover of 1.10x and current assets of the company excluding MF receivables		Mathew Muthoottu and Nizzy Mathew		
33	Oxyzo Financial Services Ltd	Term Loan	3,500.00	2,913.17	July 24th 2027	First Paripassu charge on the gold loan receivables present and future of the borrower byway of hypothecation of gold loan receivables with a minimum asset cover of 1.10x and current assets of the	10.00 %	Personal guarantee of Mathew Muthoottu and Nizzy Mathew	[ICRA] A (Stable)	Standard

Sr. No.	Lender's Name	Type of the Facility	Amount Sanctioned	Principal amount outstanding as on December 31, 2025 (in ₹ lakh)	Maturity date	Security			Credit Rating (if applicable)	Asset Classification
						Primary Security	Collateral	Guarantee		
						company excluding MF receivables				
34	Poonawalla Fincorp	Term Loan	7,500.00	4,256.42	January 5, 2027	First Paripassu charge on the gold loan receivables present and future of the borrower byway of hypothecation of gold loan receivables with a minimum asset cover of 1.10x and current assets of the company excluding MF receivables	nil	Personal guarantee of Mathew Muthoottu and Nizzy Mathew	[ICRA] A (Stable)	Standard
35	Poonawalla Fincorp	Term Loan	5,000.00	3,246.34	March 5, 2027	First Paripassu charge on the gold loan receivables present and future of the borrower byway of hypothecation of gold loan receivables	nil	Personal guarantee of Mathew Muthoottu and Nizzy Mathew	[ICRA] A (Stable)	Standard

Sr. No.	Lender's Name	Type of the Facility	Amount Sanctioned	Principal amount outstanding as on December 31, 2025 (in ₹ lakh)	Maturity date	Security			Credit Rating (if applicable)	Asset Classification
						Primary Security	Collateral	Guarantee		
						with a minimum asset cover of 1.10x and current assets of the company excluding MF receivables				
36	South Indian Bank	Term Loan	5,000.00	2,776.00	August 30, 2027	First Pari passu charge along with other secured lenders, by way of hypothecation of current portion of gold loan receivables of standard assets (other than those secured to term loan lenders) with a margin of 1.33x.	10%	Personal guarantee of Mathew Muthoottu and Nizzy Mathew	[ICRA] A (Stable)	Standard
37	Standard Chartered Bank	Term Loan	9,500.00	5,874.48	March 25, 2027	First paripassu charge on standard gold loan receivables and book debts with security	15%	Personal guarantee of Mathew Muthoottu and Nizzy Mathew	[ICRA] A (Stable)	Standard

Sr. No.	Lender's Name	Type of the Facility	Amount Sanctioned	Principal amount outstanding as on December 31, 2025 (in ₹ lakh)	Maturity date	Security			Credit Rating (if applicable)	Asset Classification
						Primary Security	Collateral	Guarantee		
						cover of 1.15x				
38	Tata Capital	Term Loan	5,000.00	3,925.81	June 15, 2027	First Paripassu charge by way of Hypothecation over gold loan receivables of the company (both present & future) & other current assets with asset cover ratio of 1.15x	10%	Personal Guarantee of Mr. Mathew Muthoottu & Nizzy Mathew	[ICRA] A (Stable)	Standard
39	Union Bank Of India	Term Loan	2,500.00	1,961.95	March 31, 2028	Paripassu first charge on the standard receivables (maturing within one Year)and current assets of the company present and future along with other lenders,25 % margin	EM of land having its improvements and building there in to an extent of 4.05 Ares in survey no 93/1-2 of Tholic ode	Personal guarantee of Mathew Muthoottu, and Nizzy Mathew and Corporate guarantee of Muthoottu Mini Hotels Pvt Ltd.	[ICRA] A (Stable)	Standard

Sr. No.	Lender's Name	Type of the Facility	Amount Sanctioned	Principal amount outstanding as on December 31, 2025 (in ₹ lakh)	Maturity date	Security			Credit Rating (if applicable)	Asset Classification
						Primary Security	Collateral	Guarantee		
							Village, Nedumangadu Taluk, Thiruvananthapuram District, Kerala State in the name of M/s Muthottu Mini Financiers Ltd - EM of 16.17 Ares (40 cents) of land in Sy. No. 33/3/1, 33/3/1-1, 33/3/1-2, 33/3/1/3 and 33/3/1/4 situated at Patha			

Sr. No.	Lender's Name	Type of the Facility	Amount Sanctioned	Principal amount outstanding as on December 31, 2025 (in ₹ lakh)	Maturity date	Security			Credit Rating (if applicable)	Asset Classification
						Primary Security	Collateral	Guarantee		
							namthitta village in name of MM hotels, Kerala .- Pledge of Deposit no: 012520100083648 , 361203230000486 and 361203230000569 in the name of M/s Muthottu Mini Financiers Ltd. and deposit of Rs2.50 Crores			
40	UCO Bank	Term Loan	5,000.00	1,756.53	July 31, 2027	First hypothecation charge on receivables	25.00 %	Personal guarantee of Mathew	[ICRA] A Stable)	Standard

Sr. No.	Lender's Name	Type of the Facility	Amount Sanctioned	Principal amount outstanding as on December 31, 2025 (in ₹ lakh)	Maturity date	Security			Credit Rating (if applicable)	Asset Classification
						Primary Security	Collateral	Guarantee		
						including advances against Security Of gold both present and future, on pari-passu basis along with other WC lenders (funding WC requirement of the company by way of Term Loan, STL, Cash credit, OD etc) and debenture holders and hypothecation charge over other chargeable current assets of the company (both present and future) on pari-passu basis with other WC lenders (funding WC requirement		Muthootu and Nizzy Mathew.		

Sr. No.	Lender's Name	Type of the Facility	Amount Sanctioned	Principal amount outstanding as on December 31, 2025 (in ₹ lakh)	Maturity date	Security			Credit Rating (if applicable)	Asset Classification
						Primary Security	Collateral	Guarantee		
						t of the company by way of Term Loan, STL, Cash credit. OD etc) and debenture holders. The company has to maintain security cover of 1.33 times				
41	UCO Bank	Term Loan	5,000.00	1,401.27	September 30, 2026	First hypothecation charge on receivables including advances against Security Of gold both present and future, on pari-passu basis along with other WC lenders (funding WC requirement of the company by way of Term Loan, STL, Cash credit, OD etc) and debenture	25.00 %	Personal guarantee of Mathew Muthootu and Nizzy Mathew.	[ICRA] (Stable)	Standard

Sr. No.	Lender's Name	Type of the Facility	Amount Sanctioned	Principal amount outstanding as on December 31, 2025 (in ₹ lakh)	Maturity date	Security			Credit Rating (if applicable)	Asset Classification
						Primary Security	Collateral	Guarantee		
						holders and hypothecation charge over other chargeable current assets of the company (both present and future) on pari-passu basis with other WC lenders (funding WC requirement of the company by way of Term Loan, STL, Cash credit. OD etc) and debenture holders. The company has to maintain security cover of 1.33 times				
42	Utkarsh Small Finance Bank	Term Loan	3,500.00	1,895.83	January 25, 2027	First Paripassu charge on gold loan book debts /Gold loan of the company(both present	15.00 %	Personal Guarantee of promoters Mr Mathew Muthootu and	[ICRA] A (Stable)	Standard

Sr. No.	Lender's Name	Type of the Facility	Amount Sanctioned	Principal amount outstanding as on December 31, 2025 (in ₹ lakh)	Maturity date	Security			Credit Rating (if applicable)	Asset Classification
						Primary Security	Collateral	Guarantee		
						& future)to the extent of 1.10 times		MRs. Nizzy Mathew		
43	Woori Bank	Term Loan	5,000.00	1,875.00	September 30, 2026	Pari passu first charge on standard book debts and receivables with 10% margin in line with existing pari passu charge holders (excluding Micro Finance Loans Receivable s)	NIL	Personal Guarantee of Promoters Mr Mathew Muthoottu and MRs. Nizzy Mathew	[ICRA] A (Stable)	Standard
44	City Union Bank	Term Loan	2,000.00	1,919.93	September 30, 2030	Pari passu charge by way of hypothecation of the entire current assets, including business loans, hypothecation loans and other loans receivables , ranking Pari Pasu with other Banks and		Personal Guarantee of Mr Mathew Muthootu and MRs. Nizzy Mathew	[ICRA] A (Stable)	Standard

Sr. No.	Lender's Name	Type of the Facility	Amount Sanctioned	Principal amount outstanding as on December 31, 2025 (in ₹ lakh)	Maturity date	Security			Credit Rating (if applicable)	Asset Classification
						Primary Security	Collateral	Guarantee		
						Debenture holders.				
45	Punjab & Sind Bank	Term Loan	7,500.00	7,500.00	September 30, 2028	First Paripassu charge along with existing lenders on hypothecation of gold loan receivables (both present & future) and other current assets of the company excluding microfinance receivables. In case of any assets turning NPA, the same shall be replaced with standard assets and asset coverage ratio: 1.11 in the form of the standard loan receivables of outstanding loan	10.00 %	Personal Guarantee of Smt Nizzy Mathew & Sh Mathew Muthootu	[ICRA] A (Stable)	Standard

Sr. No.	Lender's Name	Type of the Facility	Amount Sanctioned	Principal amount outstanding as on December 31, 2025 (in ₹ lakh)	Maturity date	Security			Credit Rating (if applicable)	Asset Classification
						Primary Security	Collateral	Guarantee		
						amount at any point of time during the currency of the loan				
46	Poonawalla Fincorp	Term Loan	5,000.00	5,000.00	December 5, 2027	First pari passu charge along with existing lenders on hypothecation of standard gold loan receivables (up to 90 DPD) (both present and future, and with the underlying security) and other current assets of the company excluding micro finance receivables.	Nil	Personal guarantee of Mathew Muthootu and Nizzy Mathew	[ICRA] A (Stable)	Standard
47	Hero Fincorp	Term Loan	5,000.00	4,000.00	July 3, 2027	Pari-Passu first charge by the way of Hypothecation of Book Debts of Standard Gold Loan receivables	Nil	Promoters/ Personal Guarantee of s Mr Mathew Muthootu and	[ICRA] A (Stable)	Standard

Sr. No.	Lender's Name	Type of the Facility	Amount Sanctioned	Principal amount outstanding as on December 31, 2025 (in ₹ lakh)	Maturity date	Security			Credit Rating (if applicable)	Asset Classification
						Primary Security	Collateral	Guarantee		
						and other current assets excluding microfinance receivable Minimum-Security Cover of 1.10x)		Ms. Nizzy Mathew		
48	ESAF	Term Loan	5,000.00	5,000.00	November 25, 2027	First pari passu charge on current assets, book debts, loans & advances and receivables including gold loan receivables (excluding micro finance receivables , overdue receivables greater than 90 days & NPAs, investment made by way of NCDs and loans given to group companies / related parties) with 1.10	10.00 %	Personal Guarantee of Promoter Directors Shri Mathew Muthootu and Smt. Nizzy Mathew	[ICRA] A (Stable)	Standard

Sr. No.	Lender's Name	Type of the Facility	Amount Sanctioned	Principal amount outstanding as on December 31, 2025 (in ₹ lakh)	Maturity date	Security			Credit Rating (if applicable)	Asset Classification
						Primary Security	Collateral	Guarantee		
						times asset cover.				
49	Piramal Finance	Term Loan	10,000.00	10,000.00	June 29, 2027	First Pari passu charge on the standard Gold Loan receivables (excluding 90+ DPD) (both present and future) and other current assets (both present and future) of the Borrower excluding microfinance receivables ('Book Debts')	Nil	Personal Guarantee of Promoter Directors Shri Mathew Muthootu and Smt. Nizzy Mathew	[ICRA] A (Stable)	Standard
50	Credit Saison (KISSET SU SAISON)	Term Loan	5,500.00	5,500.00	June 15, 2027	The Facility shall be secured on a first pari-passu charge basis by way of hypothecation over the entire present and future receivables (including gold loan receivables	Nil	Personal Guarantee of Promoters - Mr. Mathew Muthootu and Ms. Nizzy Mathew	[ICRA] A (Stable)	Standard

Sr. No.	Lender's Name	Type of the Facility	Amount Sanctioned	Principal amount outstanding as on December 31, 2025 (in ₹ lakh)	Maturity date	Security			Credit Rating (if applicable)	Asset Classification
						Primary Security	Collateral	Guarantee		
						but excluding microfinance receivables) and other current assets (book debts, stock in trade etc) which the Borrower has received or is entitled to receive, in present or in future, from its borrower/c customers, in connection with any existing and future loans/advances, facilities and/or finance provided by the Borrower in its regular course of business and under the facilities constituting the Portfolio,				

Sr. No.	Lender's Name	Type of the Facility	Amount Sanctioned	Principal amount outstanding as on December 31, 2025 (in ₹ lakh)	Maturity date	Security			Credit Rating (if applicable)	Asset Classification
						Primary Security	Collateral	Guarantee		
						and any other asset, property or right that the Borrower acquires using the proceeds of the Facility and such other assets of the Borrower (collectively referred to as the "Hypothecated Assets")				
51	South Indian Bank	Term Loan	7,500.00	7,500.00	June 30, 2027	First Pari-passu charge along with other secured lenders, by way of hypothecation of gold loan receivables of standard assets and other current assets of the company excluding Micro Finance Receivable	10.00 %	Personal guarantee of Mathew Muthootu and Nizzy Mathew	[ICRA] A (Stable)	Standard

Sr. No.	Lender's Name	Type of the Facility	Amount Sanctioned	Principal amount outstanding as on December 31, 2025 (in ₹ lakh)	Maturity date	Security			Credit Rating (if applicable)	Asset Classification
						Primary Security	Collateral	Guarantee		
						s, which are not overdue as per RBI/Regulator guidelines. Minimum Asset Cover of 1.33 times to be maintained during the currency of loan.				
52	Tata Capital	Term Loan - Micro finance	2,000.00	857.14	September 5, 2026	Exclusive charge by way of hypothecation over loan assets/ book debts of the company's Micro Finance Book (both present & future) at minimum of 1.15x of the loan outstanding excluding overdue portfolio > 30days as per satisfaction of TCL.	nil	Personal guarantee of Mathew Muthootu, and Nizzy Mathew	[ICRA] A (Stable)	Standard
53	Union Bank of India	Term Loan -	2,500.00	416.67	June 21, 2026	Exclusive charge on hypothecati	10.00 %	Personal guarant	[ICRA] A	Standard

Sr. No.	Lender's Name	Type of the Facility	Amount Sanctioned	Principal amount outstanding as on December 31, 2025 (in ₹ lakh)	Maturity date	Security			Credit Rating (if applicable)	Asset Classification
						Primary Security	Collateral	Guarantee		
		Micro finance				on of micro finane receivables with 10 % margin		ee of Mathew Muthoot tu, and Nizzy Mathew	(Stable)	
54	Union Bank of India	Term Loan - Micro finance	2,500.00	972.22	January 15, 2027	Exclusive charge on hypothecati on of micro finane receivables with 10 % margin	10.00 %	Persona l guarant ee of Mathew Muthoot tu, and Nizzy Mathew	[ICRA] A (Stable)	Standard
55	Union Bank of India	Term Loan - Micro finance	2,500.00	1,250.00	June 27, 2027	Exclusive charge on hypothecati on of micro finane receivables with 10 % margin	10.00 %	Persona l guarant ee of Mathew Muthoot tu, and Nizzy Mathew	[ICRA] A (Stable)	Standard
56	Bajaj Finance Ltd	Term Loan - Micro finance	1,500.00	65.48	January 5, 2026	Exclusive charge on hypothecati on of micro finane receivables with 25 % margin	nil	Persona l guarant ee of Mathew Muthoot tu, and Nizzy Mathew	[ICRA] A (Stable)	Standard
57	State Bank Of India	Vehicle Loan	80	6.44	January 27, 2026	NA	nil	Persona l guarant ee of Mathew Muthoot tu, and Nizzy Mathew	[ICRA] A (Stable)	Standard
58	South Indian Bank	Vehicle Loan	78	58.50	August 5, 2029	NA	nil	Persona l guarant	[ICRA] A	Standard

Sr. No.	Lender's Name	Type of the Facility	Amount Sanctioned	Principal amount outstanding as on December 31, 2025 (in ₹ lakh)	Maturity date	Security			Credit Rating (if applicable)	Asset Classification
						Primary Security	Collateral	Guarantee		
								ee of Mathew Muthoottu, and Nizzy Mathew	(Stable)	
59	HDFC	Vehicle Loan	71	50.78	February 02, 2030	NA	nil	Personal guarantee of Mathew Muthoottu, and Nizzy Mathew	[ICRA] A (Stable)	Standard
60	HDFC	Vehicle Loan	65	47.09	December 03, 2030	NA	nil	Personal guarantee of Mathew Muthoottu, and Nizzy Mathew	[ICRA] A (Stable)	Standard
61	Indian Overseas Bank	Vehicle Loan	48	47.10	October 15, 2032	NA	Nil	Personal guarantee of Nizzy Mathew	[ICRA] A (Stable)	Standard
62	Federal Bank	Vehicle Loan	24.50	24.50	December 02, 2030	NA	Nil	Personal guarantee of Mathew Muthoottu	[ICRA] A (Stable)	Standard
63	Bank Of Baroda	WCDL	500	500.00	NA	1) First Pari passu charge by way of hypothecation of all chargeable current			[ICRA] A (Stable)	Standard

Sr. No.	Lender's Name	Type of the Facility	Amount Sanctioned	Principal amount outstanding as on December 31, 2025 (in ₹ lakh)	Maturity date	Security			Credit Rating (if applicable)	Asset Classification
						Primary Security	Collateral	Guarantee		
						assets, book debts, loans and advances and receivables (excluding micro finance receivables) both present and future along with other lenders including NCD holders with a margin of 25%.				
64	Catholic Syrian Bank	WCDL	2,500.00	2,499.95	NA	Pari-passu first charge on gold loan receivables of the company (present & future) along with other secured lenders with 20% margin.	25.00 %	Personal Guarantee of Mr. Mathew Muthootu and Mrs. Nizzy Mathew and Corporate Guarantee of M/s Muthootu Mini Hotels Pvt Ltd	[ICRA] A (Stable)	Standard
65	DCB	WCDL	5,000.00	4,960.05	NA	1st paripassu	10.00 %	nil	[ICRA] A	Standard

Sr. No.	Lender's Name	Type of the Facility	Amount Sanctioned	Principal amount outstanding as on December 31, 2025 (in ₹ lakh)	Maturity date	Security			Credit Rating (if applicable)	Asset Classification
						Primary Security	Collateral	Guarantee		
						charge on receivables /book debts (Pertaining to gold loan book) other than those specifically charged to other lenders covering 125% of our exposure at all times.			(Stable)	
66	Dhanlaxmi Bank	WCDL	2,940.00	2,939.97	NA	Paripasu first charge by way of Hypotecation of Current Assets, loans and advances and book debts including gold loan receivables of the company with 20% margin with other lenders and NCD Lenders	Collateral security: Equitable mortgage of 34.39 acres of vacant land Pathanamthitta District in the name of Muthottu Mini Theatres (Private) Limited, Equitable	Personal Guarantee of Mr. Mathew Muthottu and Mrs. Nizzy Mathew and Corporate Guarantee of M/s Muthottu Mini Hotels Pvt Ltd & Muthottu Mini Theatres P Ltd	[ICRA] A (Stable)	Standard

Sr. No.	Lender's Name	Type of the Facility	Amount Sanctioned	Principal amount outstanding as on December 31, 2025 (in ₹ lakh)	Maturity date	Security			Credit Rating (if applicable)	Asset Classification
						Primary Security	Collateral	Guarantee		
							mortgage of 2.40 acres land with 4500 Sq. ft 3 storied building in name of MM Hotels Pvt Ltd Pathanamthitta District and Fixed Deposit of 551 lakhs			
67	HDFC	WCDL	12,500.00	0.00	NA	First pari passu charge on all current assets of the Company, both current and future including receivables (Gold loan receivables excluding Micro Finance receivables) for	25.00 %	Personal Guarantee of Mr. Mathew Muthootu and Mrs. Nizzy Mathew	[ICRA] A (Stable)	Standard

Sr. No.	Lender's Name	Type of the Facility	Amount Sanctioned	Principal amount outstanding as on December 31, 2025 (in ₹ lakh)	Maturity date	Security			Credit Rating (if applicable)	Asset Classification
						Primary Security	Collateral	Guarantee		
						working capital limit with 15% margin				
68	Indian Bank	WCDL	1,000.00	1,008.49	NA	Pari passu first charge on entire receivables /gold loans and other current assets of the company, both present and future. With other secured lenders and NCD holders, with 20% margin	25.00 %	Personal Guarantee of Mr. Mathew Muthootu and Mrs. Nizzy Mathew	[ICRA] A (Stable)	Standard
69	IDBI	WCDL	2,400.00	2,400.00	NA	Pari passu first charge on entire receivables /gold loans and other current assets of the company, both present and future. With other secured lenders and NCD holders	15.00 %	Personal Guarantee of Mr. Mathew Muthootu and Mrs. Nizzy Mathew	[ICRA] A (Stable)	Standard
70	IDBI	WCDL – modification	3,500.00	3,500.00	NA	Pari passu first charge on entire	15.00 %	Personal guarant	[ICRA] A	Standard

Sr. No.	Lender's Name	Type of the Facility	Amount Sanctioned	Principal amount outstanding as on December 31, 2025 (in ₹ lakh)	Maturity date	Security			Credit Rating (if applicable)	Asset Classification
						Primary Security	Collateral	Guarantee		
		(Enhancement from 40 to 75)				receivables /gold loans and other current assets of the company other than that exclusively charged to any lenders, both present and future, with other secured lenders and NCD holders.		ee of promoters- Mr Mathew Muthootu & Mrs Niz Mathew	(Stable)	
71	IDFC First Bank	WCDL	500	505.37	NA	First Pari passu charge of present and future book debts and receivables (upto 90 DPD) excluding micro finance receivables with security cover of 1.15x.	Nil	Personal Guarantee of Promoters Mr. Mathew Muthootu and Mrs. Nizzy Mathew	[ICRA] A (Stable)	Standard
72	Indusind Bank	WCDL	17,000.00	17,005.07	NA	Pari passu charge on the Book Debts and Receivables and other	05.85 acres along with a three storie	Personal Guarantee of Promoters Mr.	[ICRA] A (Stable)	Standard

Sr. No.	Lender's Name	Type of the Facility	Amount Sanctioned	Principal amount outstanding as on December 31, 2025 (in ₹ lakh)	Maturity date	Security			Credit Rating (if applicable)	Asset Classification
						Primary Security	Collateral	Guarantee		
						current assets together with secured debenture holders and working capital bankers, with IBL's Security cover of 1.33x. Others working capital bankers have security cover 1.33x/1.25x. NCD holders have security cover of 1x	d building comprises Kollam Taluk; 09.250 cents (03.74 Ares) situated at Vanchiyoor, Trivandrum along with building and Property having an extent of 19 cents (07.69 ares) and all other things attached thereto comprised, Adoor Taluk, cash collate	Mathew Muthootu and Mrs. Nizzy Mathew		

Sr. No.	Lender's Name	Type of the Facility	Amount Sanctioned	Principal amount outstanding as on December 31, 2025 (in ₹ lakh)	Maturity date	Security			Credit Rating (if applicable)	Asset Classification
						Primary Security	Collateral	Guarantee		
							ral by way of FDR of 25% of limit above 100 crores			
73	Karur Vysya Bank	WCDL	2,000.00	2,001.50	NA	Pari passu first charge over the gold loan receivables (both present and future); and other current assets of the company, with other secured lenders (Banks, Fis, and NCD holders) except those which are specifically charged to any term lenders (whether under refinance facility or otherwise), 25% margin	Extent of 24.37 Ares (10.12 Ares in Sy. 332/8, 10.20 Ares in Sy. No:33 2/8-5, 4.05 Ares in Sy. No: 332/8-5) in Kozhencherry Gramapanchayath Ward No: VIII, Pazhayathuvu junction, Kozhencherry Villag	Personal guarantee of Nizzy Mathew and Mathew Muthootu. Corporate Guarantee of M/s Muthootu Mini Hotels Pvt Ltd	[ICRA] A (Stable)	Standard

Sr. No.	Lender's Name	Type of the Facility	Amount Sanctioned	Principal amount outstanding as on December 31, 2025 (in ₹ lakh)	Maturity date	Security			Credit Rating (if applicable)	Asset Classification
						Primary Security	Collateral	Guarantee		
							e, Kozhencherry Taluk, Pathanamthitta District standing in the name of Muthottu Mini Hotels Private LimitedExtent of 32.79 Ares in Sy. No: 332/9 A in Kozhencherry Gramapanchayath Ward No: Viii, Pazhayathuvu Junction, Kozhencherry			

Sr. No.	Lender's Name	Type of the Facility	Amount Sanctioned	Principal amount outstanding as on December 31, 2025 (in ₹ lakh)	Maturity date	Security			Credit Rating (if applicable)	Asset Classification
						Primary Security	Collateral	Guarantee		
							yVillage, Kozhencherry Taluk, Pathanamthitta District standing in the name of M/s Muthottu Mini Hotels Private LimitedLien on Fixed Deposits to the tune of Rs.4.68 Crore			
74	Punjab National Bank	WCDL	3,000.00	3,027.90	NA	1st Pari passu charge on gold loan receivables and other current assets (excluding cash collateral	Equitable/Registered Mortgage of immovable property multipl	Personal guarantee of Mathew Muthoottu and Nizzy Mathew	[ICRA] A (Stable)	Standard

Sr. No.	Lender's Name	Type of the Facility	Amount Sanctioned	Principal amount outstanding as on December 31, 2025 (in ₹ lakh)	Maturity date	Security			Credit Rating (if applicable)	Asset Classification
						Primary Security	Collateral	Guarantee		
						specifically to each bank) of the company with minimum asset coverage of 1.33 times of the loan amount,	ex theatre Dhanya & Remya, situated at Survey No. 34, M. C. Road, Kottayam, Kerala FD of ₹ 258 lakhs.			
75	State Bank Of India	WCDL	4,000.00	3,992.07	NA	Hypothecation & Paripassu first charge over Gold Loan receivables and other current assets, both present and future except those which are specifically charged to any lenders, with 25% margin	Equitable mortgage of 32.86 acres of land regarding serial number 219/2, block number 13 in Maradu village, in the name of	Personal guarantee of Mathew Muthootu, and Nizzy Mathew and Corporate guarantee of Muthootu Mini theatres Pvt Ltd.	[ICRA] A (Stable)	Standard

Sr. No.	Lender's Name	Type of the Facility	Amount Sanctioned	Principal amount outstanding as on December 31, 2025 (in ₹ lakh)	Maturity date	Security			Credit Rating (if applicable)	Asset Classification
						Primary Security	Collateral	Guarantee		
							Muthottu Mini Theatres Private Limited			
76	South Indian Bank	WCDL	6,000.00	6,000.00	NA	Hypothecation & Paripassu first charge over Gold Loan receivables and other current assets, both present and future except those which are specifically charged to any lenders (and asset cover of 1.33x)	15%	Personal guarantee of Mathew Muthottu and Nizzy Mathew	[ICRA] A (Stable)	Standard
77	Union Bank Of India	WCDL	6,000.00	6,052.11	NA	Paripassu first charge on the standard receivables (maturing within one Year) and current assets of the company present and future	EM of land having its improvements and building there in to an extent	Personal guarantee of Mathew Muthottu, and Nizzy Mathew and Corporate guarantee of	[ICRA] A (Stable)	Standard

Sr. No.	Lender's Name	Type of the Facility	Amount Sanctioned	Principal amount outstanding as on December 31, 2025 (in ₹ lakh)	Maturity date	Security			Credit Rating (if applicable)	Asset Classification
						Primary Security	Collateral	Guarantee		
						along with other lenders, 25 % margin	of 4.05 Ares in survey no 93/1-2 of Tholic ode Villag e, Nedu mang adu Taluk, Thiruv anana thapur am Distric t, Kerala State in the name of M/s Mutho ottu Mini Finan ciers Ltd - EM of 16.17 Ares (40 cents) of land in Sy. No. 33/3/1 , 33/3/1	Muthoot tu Mini Hotels Pvt Ltd.		

Sr. No.	Lender's Name	Type of the Facility	Amount Sanctioned	Principal amount outstanding as on December 31, 2025 (in ₹ lakh)	Maturity date	Security			Credit Rating (if applicable)	Asset Classification
						Primary Security	Collateral	Guarantee		
							-1, 33/3/1 -2, 33/3/1 /3 and 33/3/1 /4 situated at Pathanamthitta village in name of MM hotels, Kerala .- Pledge of Deposit no: 01252 01000 83648 , 36120 32300 00486 and 36120 32300 00569 in the name of M/s Muthottu Mini Financiers Ltd. and deposi			

Sr. No.	Lender's Name	Type of the Facility	Amount Sanctioned	Principal amount outstanding as on December 31, 2025 (in ₹ lakh)	Maturity date	Security			Credit Rating (if applicable)	Asset Classification
						Primary Security	Collateral	Guarantee		
							t of Rs2.50 Crores			
78	UCO Bank	WCDL	1,200.00	1,210.59	NA	First hypothecation charge on receivables including advances against Security Of gold both present and future, on pari-passu basis along with other WC lenders (funding WC requirement of the company by way of Term Loan, STL, Cash credit, OD etc) and debenture holders and hypothecation charge over other chargeable current assets of the company (both	25.00 %	Personal guarantee of Mathew Muthootu and Nizzy Mathew.	[ICRA] A (Stable)	Standard

Sr. No.	Lender's Name	Type of the Facility	Amount Sanctioned	Principal amount outstanding as on December 31, 2025 (in ₹ lakh)	Maturity date	Security			Credit Rating (if applicable)	Asset Classification
						Primary Security	Collateral	Guarantee		
						present and future) on pari-passu basis with other WC lenders (funding WC requirement of the company by way of Term Loan, STL, Cash credit. OD etc) and debenture holders. The company has to maintain security cover of 1.33 times				
79	Ujjivan Small Finance Bank	WCDL	2,500.00	2,500.00	NA	1) First Pari Passu charges and continuing charges to be created pursuant to the deed of hypothecation over identified standard gold loan receivables of the borrower excluding microfinance	10%	Personal guarantee of Mathew Muthootu and Nizzy Mathew.	[ICRA] A (Stable)	Standard

Sr. No.	Lender's Name	Type of the Facility	Amount Sanctioned	Principal amount outstanding as on December 31, 2025 (in ₹ lakh)	Maturity date	Security			Credit Rating (if applicable)	Asset Classification
						Primary Security	Collateral	Guarantee		
						receivables with a margin of 10%.				
80	Yes Bank	WCDL	6,000.00	6,000.00	NA	Paripassu first charge charge on standard book debts and receivables with 1.2x cover in line with existing pari passu charge holders (excluding Micro Finance Loans Receivables).	25.00 %	Personal Guarantee of Promoters Mr Mathew Muthootu and MRs. Nizzy Mathew	[ICRA] A (Stable)	Standard
81	Dhanlaxmi Bank	CC	1,960.00	1,945.03	NA	Paripassu first charge by way of Hypotecation of Current Assets, loans and advances and book debts including gold loan receivables of the company with 20% margin with other lenders	Collateral security: Equitable mortgage of 34.39 acres of vacant land Pathanamthitta District in the name of	Personal Guarantee of Mr. Mathew Muthootu and Mrs. Nizzy Mathew and Corporate Guarantee of M/s Muthootu Mini Hotels Pvt Ltd	[ICRA] A (Stable)	Standard

Sr. No.	Lender's Name	Type of the Facility	Amount Sanctioned	Principal amount outstanding as on December 31, 2025 (in ₹ lakh)	Maturity date	Security			Credit Rating (if applicable)	Asset Classification
						Primary Security	Collateral	Guarantee		
						and NCD Lenders	Muthottu Mini Theatres (Private) Limited, Equitable mortgage of 2.40 acres land with 4500 Sq. ft 3 storied building in name of MM Hotels Pvt Ltd Pathanamthitta District and Fixed Deposit of 551 lakhs	& Muthottu Mini Theatres P Ltd		
82	IDBI	CC	1,600.00	1,523.04	NA	Pari passu first charge on entire receivables /gold loans and other	25.00 %	Personal Guarantee of Mr. Mathew	[ICRA] A (Stable)	Standard

Sr. No.	Lender's Name	Type of the Facility	Amount Sanctioned	Principal amount outstanding as on December 31, 2025 (in ₹ lakh)	Maturity date	Security			Credit Rating (if applicable)	Asset Classification
						Primary Security	Collateral	Guarantee		
						current assets of the company, both present and future. With other secured lenders and NCD holders with 25% margin		Muthootu and Mrs. Nizzy Mathew		
83	Indusind Bank	CC	3,000.00	2,860.74	NA	Pari passu charge on the Book Debts and Receivables and other current assets together with secured debenture holders and working capital bankers, with IBL's Security cover of 1.33x. Others working capital bankers have security cover 1.33x/1.25x. NCD holders	05.85 ares along with a three storied building comprises Kollam Taluk; 09.250 cents (03.74 Ares) situated at Vanchiyoor, Trivandrum along with building and Property	Personal Guarantee of Promoters Mr. Mathew Muthootu and Mrs. Nizzy Mathew	[ICRA] A (Stable)	Standard

Sr. No.	Lender's Name	Type of the Facility	Amount Sanctioned	Principal amount outstanding as on December 31, 2025 (in ₹ lakh)	Maturity date	Security			Credit Rating (if applicable)	Asset Classification
						Primary Security	Collateral	Guarantee		
						have security cover of 1x	having an extent of 19 cents (07.69 ares) and all other things attached thereto comprised, Adoor Taluk, cash collateral by way of FDR of 25% of limit above 100 crores			
84	Karur Vysya Bank	CC	500	405.71	NA	Pari passu first charge over the gold loan receivables (both present and future); and other current assets of the company, with other secured lenders	Extent of 24.37 Ares (10.12 Ares in Sy. 332/8, 10.20 Ares in Sy. No:33 2/8-5, 4.05 Ares in Sy.	Personal guarantee of Nizzy Mathew and Mathew Muthootu. Corporate Guarantee of M/s Muthootu Mini	[ICRA] A (Stable)	Standard

Sr. No.	Lender's Name	Type of the Facility	Amount Sanctioned	Principal amount outstanding as on December 31, 2025 (in ₹ lakh)	Maturity date	Security			Credit Rating (if applicable)	Asset Classification
						Primary Security	Collateral	Guarantee		
						(Banks, Fis, and NCD holders) except those which are specifically charged to any term lenders (whether under refinance facility or otherwise), 25% margin	No: 332/8-5) in Kozhencherry Gramapanchayath Ward No: VIII, Pazhayathuvun Junction, Kozhencherry Village, Kozhencherry Taluk, Pathanamthitta District standing in the name of Muthottu Mini Hotels Private Limited Extent of 32.79 Acres	Hotels Pvt Ltd		

Sr. No.	Lender's Name	Type of the Facility	Amount Sanctioned	Principal amount outstanding as on December 31, 2025 (in ₹ lakh)	Maturity date	Security			Credit Rating (if applicable)	Asset Classification
						Primary Security	Collateral	Guarantee		
							in Sy. No: 332/9 A in Kozhencherry Gramapanchayath Ward No: VIII, Pazhayathuvu Junction, Kozhencherry Village, Kozhencherry Taluk, Pathanamthitta District standing in the name of M/s Muthottu Mini Hotels Private Limited			

Sr. No.	Lender's Name	Type of the Facility	Amount Sanctioned	Principal amount outstanding as on December 31, 2025 (in ₹ lakh)	Maturity date	Security			Credit Rating (if applicable)	Asset Classification
						Primary Security	Collateral	Guarantee		
							Fixed Deposits to the tune of Rs.4.68 Crore			
85	Punjab National Bank	CC	2,000.00	2,006.14	NA	1st Pari passu charge on gold loan receivables and other current assets (excluding cash collateral specifically to each bank) of the company with minimum asset coverage of 1.33 times of the loan amount,	Equitable/Registered Mortgage of immovable property multiplex theatre Dhanya & Remya, situated at Survey No. 34, M. C. Road, Kottayam, Kerala FD of ₹ 258 lakhs.	Personal guaranteee of Mathew Muthootu and Nizzy Mathew	[ICRA] A (Stable)	Standard
86	South Indian Bank	CC	4,000.00	3,514.43	NA	Hypothecation & Paripassu first charge over Gold	15%	Personal guaranteee of Mathew	[ICRA] A (Stable)	Standard

Sr. No.	Lender's Name	Type of the Facility	Amount Sanctioned	Principal amount outstanding as on December 31, 2025 (in ₹ lakh)	Maturity date	Security			Credit Rating (if applicable)	Asset Classification
						Primary Security	Collateral	Guarantee		
						Loan receivables and other current assets, both present and future except those which are specifically charged to any lenders (and asset cover of 1.33x)		Muthootu and Nizzy Mathew		
87	Standard Charter Bank	Short Term Loan	100	0.00	NA	First paripassu charge on standard gold loan receivables and book debts with security cover of 1.33x	15%	Personal guarantee of Mathew Muthootu and Nizzy Mathew	[ICRA] A (Stable)	Standard
88	Union Bank Of India	CC	4,000.00	3,809.00	NA	First paripassu charge on current assets, book debts, loans and advances and receivables including gold loan receivables (excluding micro finance receivables	EM of land having its improvements and building there in to an extent of 4.05 Acres	Personal guarantee of Mathew Muthootu, and Nizzy Mathew and Corporate guarantee of Muthootu Mini	[ICRA] A (Stable)	Standard

Sr. No.	Lender's Name	Type of the Facility	Amount Sanctioned	Principal amount outstanding as on December 31, 2025 (in ₹ lakh)	Maturity date	Security			Credit Rating (if applicable)	Asset Classification
						Primary Security	Collateral	Guarantee		
						) with asset coverage ratio of 1.33 times	in survey no 93/1-2 of Tholic ode Villag e, Nedu mang adu Taluk, Thiruv anana thapur am Distric t, Kerala State in the name of M/s Mutho ottu Mini Finan ciers Ltd - EM of 16.17 Ares (40 cents) of land in Sy. No. 33/3/1 , 33/3/1 -1, 33/3/1 -2,	Hotels Pvt Ltd.		

Sr. No.	Lender's Name	Type of the Facility	Amount Sanctioned	Principal amount outstanding as on December 31, 2025 (in ₹ lakh)	Maturity date	Security			Credit Rating (if applicable)	Asset Classification
						Primary Security	Collateral	Guarantee		
							33/3/1 /3 and 33/3/1 /4 situated at Pathanamthitta village in name of MM hotels, Kerala .- Pledge of Deposit no: 01252 01000 83648 , 36120 32300 00486 and 36120 32300 00569 in the name of M/s Muthottu Mini Financiers Ltd. and deposit of Rs2.5 0			

Sr. No.	Lender's Name	Type of the Facility	Amount Sanctioned	Principal amount outstanding as on December 31, 2025 (in ₹ lakh)	Maturity date	Security			Credit Rating (if applicable)	Asset Classification
						Primary Security	Collateral	Guarantee		
							Crcores			
89	UCO Bank	CC	800	527.15	NA	First hypothecation charge on receivables including advances against Security Of gold both present and future, on pari-passu basis along with other WC lenders (funding WC requirement of the company by way of Term Loan, STL, Cash credit, OD etc) and debenture holders and hypothecation charge over other chargeable current assets of the company (both present and future) on pari-	25.00 %	Personal guarantee of Mathew Muthootu and Nizzy Mathew.	[ICRA] A (Stable)	Standard

Sr. No.	Lender's Name	Type of the Facility	Amount Sanctioned	Principal amount outstanding as on December 31, 2025 (in ₹ lakh)	Maturity date	Security			Credit Rating (if applicable)	Asset Classification
						Primary Security	Collateral	Guarantee		
						passu basis with other WC lenders (funding WC requirement of the company by way of Term Loan, STL, Cash credit. OD etc) and debenture holders. The company has to maintain security cover of 1.33 times				
90	Bank of Baroda	Credit Cards	400	0.00	NA	NA	100% - Second charge on FD placed with BOB to the extent of Rs 4 Crores	NA	[ICRA] A (Stable)	Standard
Total			3,94,366.00	2,60,398.65						

(b) **Details of outstanding unsecured loan facilities as at the end of the last quarter, i.e., December 31, 2025:**

NIL

(c) **Non-Convertible Securities**

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

(i) **Private Placement of secured unlisted redeemable non-convertible debentures as on December 31, 2025**

As on December 31, 2025, our Company has not issued on private placement basis, secured, unlisted, redeemable, non-convertible debentures that remain outstanding.

(ii) **Private Placement of secured listed redeemable non-convertible debentures as on December 31, 2025**

Series	ISIN	Tenure	Coupon	Principal amount outstanding (in lacs)	Date of allotment	Redemption date	Credit Rating	Secured /Unsecured	Security
PP 3	INE101Q07AP9	730 Days	10%	5000	28-02-2024	27-02-2026	CARE A ; Stable	Secured	first ranking <i>pari passu</i> charge basis by way of hypothecation in favour of the Debenture Trustee, over gold loan receivables and current assets excluding microfinance loans or any other asset class of products added by the Company
PP 4	INE101Q07AQ7	36 MONTHS	10	7500	25-04-2024	25-04-2027	CARE A ; Stable	Secured	first ranking <i>pari passu</i> charge basis by way of hypothecation in favour of the Debenture Trustee, over gold loan receivables and current

Series	ISIN	Tenure	Coupon	Principal amount outstanding (in lakhs)	Date of allotment	Redemption date	Credit Rating	Secured /Unsecured	Security
									assets excluding microfinance loans or any other asset class of products added by the Company
PP 5	INE101Q07AS3	24 MONTHS	9.75	2500	13-09-2024	13-09-2026	CARE A ; Stable	Secured	first ranking <i>pari passu</i> charge basis by way of hypothecation in favour of the Debenture Trustee, over gold loan receivables and current assets excluding microfinance loans or any other asset class of products added by the Company
PP 6	INE101Q07AZ8	24 MONTHS	9.75	8600	06-02-2025	06-02-2027	CARE A ; Stable	Secured	first ranking <i>pari passu</i> charge basis by way of hypothecation in favour of the Debenture Trustee, over gold loan receivables and current assets excluding microfinance loans or any other asset class of products

Series	ISIN	Tenure	Coupon	Principal amount outstanding (in Lakhs)	Date of allotment	Redemption date	Credit Rating	Secured /Unsecured	Security
									added by the Company
PP 7	INE101Q07BA9	36 MONTHS	10	5000	21-03-2025	21-03-2028	CARE A ; Stable	Secured	first ranking <i>pari passu</i> charge basis by way of hypothecation in favour of the Debenture Trustee, over gold loan receivables and current assets excluding microfinance loans or any other asset class of products added by the Company
PP 8	INE101Q07BH4	24 MONTHS	9.75%	6,000.00	12-06-2025	12-06-2027	ICRA A ; Stable	Secured	first ranking <i>pari passu</i> charge basis by way of hypothecation in favour of the Debenture Trustee, over gold loan receivables and current assets excluding microfinance loans or any other asset class of products added by the Company
PP 9	INE101Q07BI2	36 MONTHS	10%	3,500.00	27-06-2025	27-06-2028	ICRA A ; Stable	Secured	first ranking <i>pari passu</i> charge basis by way of hypothecation

Series	ISIN	Tenure	Coupon	Principal amount outstanding (in lakhs)	Date of allotment	Redemption date	Credit Rating	Secured /Unsecured	Security
									in favour of the Debenture Trustee, over gold loan receivables and current assets excluding microfinance loans or any other asset class of products added by the Company
PP 10	INE101Q07BO0	24 Months	9.25%	5000.00	18-09-2025	18-09-2027	ICRA A; Stable	Secured	first ranking <i>pari passu</i> charge basis by way of hypothecation in favour of the Debenture Trustee, over gold loan receivables and current assets excluding microfinance loans or any other asset class of products added by the Company
NCD PP Tranche XII-I	INE101Q07BQ5	24 Months	9.25%	9,000	27-10-2025	27-10-2027	ICRA A; Stable	Secured	First ranking pari passu charge on entire loan receivables (present and future), unencumbered cash & cash equivalents and other current assets, excluding

Series	ISIN	Tenure	Coupon	Principal amount outstanding (in Ikhs)	Date of allotment	Redemption date	Credit Rating	Secured /Unsecured	Security
									micro finance portfolio and payable thereon is maintained at all times until the redemption of NCDs
NCD PP Tranche XII-II	INE101Q07BS1	27 Months	9.30%	18,000	27-10-2025	27-01-2028	ICRA A; Stable	Secured	First ranking paripassu charge on entire loan receivables (present and future), unencumbered cash & cash equivalents and other current assets, excluding micro finance portfolio and payable thereon is maintained at all times until the redemption of NCDs
NCD PP Tranche XII-III	INE101Q07BR3	36 Months	9.75%	13,000	27-10-2025	27-10-2028	ICRA A ; Stable	Secured	First ranking paripassu charge on entire loan receivables (present and future), unencumbered cash & cash equivalents and other current assets, excluding

Series	ISIN	Tenure	Coupon	Principal amount outstanding (in Ikhs)	Date of allotment	Redemption date	Credit Rating	Secured /Unsecured	Security
									micro finance portfolio and payable thereon is maintained at all times until the redemption of NCDs
NCD PP Tranche XIII	INE101Q07BT9	24 Months	9.25%	5,000	13-11-2025	13-11-2027	ICRA A ; Stable	Secured	First ranking pari-passu charge over current assets, including book debts, loans and advances, cash and bank balances and receivables from gold loans, both present and future of the Company excluding microfinance receivables, statutory reserves and those assets and receivables specifically and exclusively charged in favour of existing charge holders and payable thereon is maintained at all times until the

Series	ISIN	Tenure	Coupon	Principal amount outstanding (in lakhs)	Date of allotment	Redemption date	Credit Rating	Secured /Unsecured	Security
									redemption of NCDs

(iii) **Public issue of secured listed redeemable non-convertible debentures as on December 31, 2025:**

Series	ISIN	Tenor / Period of Maturity	Coupon	Amount outstanding (INR in lakhs)	Date of Allotment	Redemption Date / Schedule	Credit Rating	Secured / Unsecured	Security
9	INE101Q07615	85 Months	CUM (10.28 Yield)	4193.27	18-02-2020	17-03-2027	CARE A-; Stable	secured	First ranking pari-passu charges with existing secured creditors, on current assets including book debts, loans and advances, cash and bank balances (not including reserves created in accordance with law) and receivables both present and future of the Company
10	INE101Q07714	85 Months	CUM (10.28 Yield)	3156.06	02-07-2020	31-07-2027	CARE A-; Stable	secured	First ranking pari-passu charges with existing secured creditors, on current assets including book debts, loans and advances, cash and bank balances (not including reserves created in accordance

Series	ISIN	Tenor / Period of Maturity	Coupon	Amount outstandi ng (INR in lakhs)	Date of Allot ment	Redempt ion Date / Schedule	Cred it Rati ng	Secured / Unsecur ed	Security
									with law) and receivables both present and future of the Company
11	INE101Q0 7789	85 Months	CUM (10.28 Yield)	1608.53	30-09- 2020	29-10- 2027	IND A- / Stable	secured	First ranking pari-passu charges with existing secured creditors, on current assets including book debts, loans and advances, cash and bank balances (not including reserves created in accordance with law) and receivables both present and future of the Company
12	INE101Q0 7854	85 Months	CUM (10.28 yield)	1758.7	24-11- 2020	23-12- 2027	IND A- /Stabl e	secured	First ranking pari-passu charges with existing secured creditors, on current assets including book debts, loans and advances, cash and bank balances (not including reserves created in accordance with law) and receivables both present and future of the Company

Series	ISIN	Tenor / Period of Maturity	Coupon	Amount outstandi ng (INR in lakhs)	Date of Allot ment	Redempt ion Date / Schedule	Cred it Rat ing	Secured / Unsecur ed	Security
13	INE101Q0 7904	66 Months	CUM (10.71 yield)	2181.65	15-02- 2021	14-08- 2026	IND A- / Stable	secured	First ranking pari-passu charges with existing secured creditors, on current assets including book debts, loans and advances, cash and bank balances (not including reserves created in accordance with law) and receivables both present and future of the Company
16	INE101Q0 7AF0	48 Months	9.75	6181.8	03-01- 2022	02-01- 2026	CARE A-; Stable	Secured	First ranking pari-passu charges with existing secured creditors, on current assets including book debts, loans and advances, cash and bank balances (not including reserves created in accordance with law) and receivables both present and future of the Company.
16	INE101Q0 7AG8	66 Months	Cum (10.13 yield)	2618.73	03-01- 2022	02-07- 2027	CA RE A-; Sta	Secured	First ranking pari-passu charges with existing secured

Series	ISIN	Tenor / Period of Maturity	Coupon	Amount outstandi ng (INR in lakhs)	Date of Allot ment	Redempt ion Date / Schedule	Cred it Rati ng	Secured / Unsecur ed	Security
							ble		creditors, on current assets including book debts, loans and advances, cash and bank balances (not including reserves created in accordance with law) and receivables both present and future of the Company.
17	INE101Q07AL8	48 Months	9.50%	9070.27	23-05-2022	22-05-2026	CARE A-; Stable	Secured	First ranking pari-passu charges with existing secured creditors, on current assets including book debts, loans and advances, cash and bank balances (not including reserves created in accordance with law) and receivables both present and future of the Company.
17	INE101Q07AM6	66 Months	Cum (10.00 yield)	4355.33	23-05-2022	22-11-2027	CARE A-; Stable	Secured	First ranking pari-passu charges with existing secured creditors, on current assets including book debts, loans and advances,

Series	ISIN	Tenor / Period of Maturity	Coupon	Amount outstandi ng (INR in lakhs)	Date of Allot ment	Redempt ion Date / Schedule	Cred it Rati ng	Secured / Unsecur ed	Security
									cash and bank balances (not including reserves created in accordance with law) and receivables both present and future of the Company.
18	INE101Q07AX3	450 Days	8.5	996.67	19-11-2024	12-02-2026	CARE A-; Stable	Secured	first ranking <i>pari passu</i> charge basis by way of hypothecation in favour of the Debenture Trustee, over gold loan receivables and current assets excluding microfinance loans or any other asset class of products added by the Company
18	INE101Q07AU9	26 Months	9	528.37	19-11-2024	18-01-2027	CARE A-; Stable	Secured	first ranking <i>pari passu</i> charge basis by way of hypothecation in favour of the Debenture Trustee, over gold loan receivables and current assets excluding microfinance loans or any other asset class of products added by the Company

Series	ISIN	Tenor / Period of Maturity	Coupon	Amount outstandi ng (INR in lakhs)	Date of Allot ment	Redempt ion Date / Schedule	Cred it Rati ng	Secured / Unsecur ed	Security
18	INE101Q0 7AR5	26 Months	Cum (9.40% yield)	1219.99	19-11- 2024	18-01- 2027	CARE A-; Stable	Secured	first ranking <i>pari passu</i> charge basis by way of hypothecation in favour of the Debenture Trustee, over gold loan receivables and current assets excluding microfinance loans or any other asset class of products added by the Company
18	INE101Q0 7AY1	36 Months	9.5	3315.84	19-11- 2024	18-11- 2027	CARE A-; Stable	Secured	first ranking <i>pari passu</i> charge basis by way of hypothecation in favour of the Debenture Trustee, over gold loan receivables and current assets excluding microfinance loans or any other asset class of products added by the Company
18	INE101Q0 7AW5	36 Months	Cum (9.75% yield)	975.15	19-11- 2024	18-11- 2027	CARE A-; Stable	Secured	first ranking <i>pari passu</i> charge basis by way of hypothecation in favour of the Debenture Trustee, over gold loan receivables and current assets excluding

Series	ISIN	Tenor / Period of Maturity	Coupon	Amount outstandi ng (INR in lakhs)	Date of Allot ment	Redempt ion Date / Schedule	Cred it Rati ng	Secured / Unsecur ed	Security
									microfinance loans or any other asset class of products added by the Company
18	INE101Q07AT1	48 Months	10	3291.89	19-11-2024	18-11-2028	CARE A-; Stable	Secured	first ranking <i>pari passu</i> charge basis by way of hypothecation in favour of the Debenture Trustee, over gold loan receivables and current assets excluding microfinance loans or any other asset class of products added by the Company
18	INE101Q07AV7	66 months	Cum (10.5% yield)	1131.95	19-11-2024	18-05-2030	CARE A-; Stable	Secured	first ranking <i>pari passu</i> charge basis by way of hypothecation in favour of the Debenture Trustee, over gold loan receivables and current assets excluding microfinance loans or any other asset class of products added by the Company
19	INE101Q07BB7	36 MONTHS	10.00%	5188.03	13-05-2025	12-05-2028	ICRA A ; Stable	Secured	first ranking <i>pari passu</i> charge basis by way of

Series	ISIN	Tenor / Period of Maturity	Coupon	Amount outstandi ng (INR in lakhs)	Date of Allot ment	Redempt ion Date / Schedule	Cred it Rati ng	Secured / Unsecur ed	Security
									hypothecation in favour of the Debenture Trustee, over gold loan receivables and current assets excluding microfinance loans or any other asset class of products added by the Company
19	INE101Q07BC5	18 MONTHS	9.26%	2387.47	13-05-2025	12-11-2026	ICR A A ; Stable	Secured	first ranking <i>pari passu</i> charge basis by way of hypothecation in favour of the Debenture Trustee, over gold loan receivables and current assets excluding microfinance loans or any other asset class of products added by the Company
19	INE101Q07BD3	24 MONTHS	9.50%	1544.75	13-05-2025	12-05-2027	ICR A A ; Stable	Secured	first ranking <i>pari passu</i> charge basis by way of hypothecation in favour of the Debenture Trustee, over gold loan receivables and current assets excluding microfinance loans or any other asset

Series	ISIN	Tenor / Period of Maturity	Coupon	Amount outstandi ng (INR in lakhs)	Date of Allot ment	Redempt ion Date / Schedule	Cred it Rati ng	Secured / Unsecur ed	Security
									class of products added by the Company
19	INE101Q0 7BE1	48 MONTHS	10.25%	914.9	13-05- 2025	12-05- 2029	ICR AA ; Sta ble	Secured	first ranking <i>pari passu</i> charge basis by way of hypothecation in favour of the Debenture Trustee, over gold loan receivables and current assets excluding microfinance loans or any other asset class of products added by the Company
19	INE101Q0 7BF8	60 MONTHS ANNUALL Y	10.75%	1735.51	13-05- 2025	12-05- 2030	ICRA AA ; Stable	Secured	first ranking <i>pari passu</i> charge basis by way of hypothecation in favour of the Debenture Trustee, over gold loan receivables and current assets excluding microfinance loans or any other asset class of products added by the Company
19	INE101Q0 7BG6	60 MONTHS	10.50%	3588.46	13-05- 2025	12-05- 2030	ICR AA ; Sta ble	Secured	first ranking <i>pari passu</i> charge basis by way of hypothecation in favour of the Debenture

Series	ISIN	Tenor / Period of Maturity	Coupon	Amount outstandi ng (INR in lakhs)	Date of Allot ment	Redempt ion Date / Schedule	Cred it Rati ng	Secured / Unsecur ed	Security
									Trustee, over gold loan receivables and current assets excluding microfinance loans or any other asset class of products added by the Company
20	INE101Q07BK8	18 Months	9.00%	8,452.66	29-08-2025	28-02-2027	ICR AA ; Sta ble	Secured	first ranking <i>pari passu</i> charge basis by way of hypothecation in favour of the Debenture Trustee, over gold loan receivables and current assets excluding microfinance loans or any other asset class of products added by the Company
20	INE101Q07BL6	24 Months	9.25%	9,622.25	29-08-2025	29-08-2027	ICRA A ; Stable	Secured	first ranking <i>pari passu</i> charge basis by way of hypothecation in favour of the Debenture Trustee, over gold loan receivables and current assets excluding microfinance loans or any other asset class of products added by the

Series	ISIN	Tenor / Period of Maturity	Coupon	Amount outstandi ng (INR in lakhs)	Date of Allot ment	Redempt ion Date / Schedule	Cred it Rati ng	Secured / Unsecur ed	Security
									Company
20	INE101Q0 7BM4	36 Months	9.75%	8,690.15	29-08- 2025	29-08- 2028	ICRA A ; Stable	Secured	first ranking <i>pari passu</i> charge basis by way of hypothecation in favour of the Debenture Trustee, over gold loan receivables and current assets excluding microfinance loans or any other asset class of products added by the Company
20	INE101Q0 7BN2	60 Months	10.25%	2095.62	29-08- 2025	29-08- 2030	ICRA A; Stable	Secured	first ranking <i>pari passu</i> charge basis by way of hypothecation in favour of the Debenture Trustee, over gold loan receivables and current assets excluding microfinance loans or any other asset class of products added by the Company
20	INE101Q0 7BJ0	60 Months Annually	10.50%	1139.32	29-08- 2025	29-08- 2030	ICRA A ; Stable	Secured	first ranking <i>pari passu</i> charge basis by way of hypothecation in favour of the Debenture Trustee, over gold loan receivables and

Series	ISIN	Tenor / Period of Maturity	Coupon	Amount outstandi ng (INR in lakhs)	Date of Allot ment	Redempt ion Date / Schedule	Cred it Rati ng	Secured / Unsecur ed	Security
									current assets excluding microfinance loans or any other asset class of products added by the Company

(d) **Details of Unsecured Borrowings as on December 31, 2025:**

**Commercial paper issuances as at the end of the last quarter ended December 31, 2025,
in the following format:**

Series of Non- Convertible Securities	ISIN	Tenor / Perio d of Maturi ty	Cou pon	Issuanc e Amount (INR in lakhs)	Date of allotmen t	Redempti on Date / Schedule	Credit Rating	Secur ed / Unse cured	Secu rity	Other details viz. details of Issuing and Paying Agent, details of Credit Rating Agencies
Commercial paper Tranche 17	INE1 01Q1 4173	185 days	9.95 %	1462.63	04 July 2025	05 January 2026	CARE A1	Unse cured	NA	IPA- HDFC Bank CRA- CARE Ratings Limited
Commercial paper Tranche 18	INE1 01Q1 4181	365 days	9.50 %	4597.22	08 July 2025	08 July 2026	CARE A1	Unse cured	NA	IPA- HDFC Bank CRA- CARE Ratings Limited
Commercial paper Tranche 19	INE1 01Q1 4199	365 days	9.25 %	466.83	14 July 2025	14 July 2026	CARE A1	Unse cured	NA	IPA- HDFC Bank CRA- CARE Ratings Limited
Commercial paper Tranche 20	INE1 01Q1 4207	365 days	9.25 %	932.9 6	17 July 2025	17 July 2026	CARE A1	Unse cured	NA	IPA- HDFC Bank CRA- CARE Ratings Limited
Commercial paper Tranche 21	INE1 01Q1 4215	182 days	9.95 %	972.4 7	17 July 2025	15 January 2026	CARE A1	Unse cured	NA	IPA- HDFC Bank

Series of Non-Convertible Securities	ISIN	Tenor / Period of Maturity	Coupon	Issuance Amount (INR in lakhs)	Date of allotment	Redemption Date / Schedule	Credit Rating	Secured / Unsecured	Security	Other details viz. details of Issuing and Paying Agent, details of Credit Rating Agencies
										CRA- CARE Ratings Limited
Commercial paper Tranche 24	INE101Q14249	365 days	10 %	4555.42	23 September 2025	23 September 2026	CARE A1	Unsecured	NA	IPA- HDFC Bank CRA- CARE Ratings Limited
Commercial paper Tranche 25	INE101Q14256	365 days	10 %	4,545.46	08 October 2025	08 October 2026	CARE A1	Unsecured	NA	IPA- HDFC Bank CRA- CARE Ratings Limited
Commercial paper Tranche 26	INE101Q14264	187 days	9.50 %	2,383.97	08 October 2025	08 October 2026	CARE A1	Unsecured	NA	IPA- HDFC Bank CRA- CARE Ratings Limited
Commercial paper Tranche 27	INE101Q14231	179 days	10.00 %	2,383.13	13 October 2025	10 April 2026	CARE A1	Unsecured	NA	IPA- HDFC Bank CRA- CARE Ratings Limited
Commercial paper Tranche 28	INE101Q14272	190 days	9.75 %	3,711.62	16 October 2025	24 April 2026	CARE A1	Unsecured	NA	IPA- HDFC Bank CRA- CARE Ratings Limited
Commercial paper Tranche 29	INE101Q14280	365	10.00 %	2,272.73	20 November 2025	20 November 2026	CARE A1	Unsecured	NA	IPA- HDFC Bank CRA- CARE Ratings Limited
Commercial paper Tranche 30	INE101Q14298	188	9.40%	2,384.55	19 December 2025	25 June 2026	CARE A1	Unsecured	NA	IPA- HDFC Bank CRA- CARE Ratings Limited

- **Inter-Corporate Deposits and Loans**

As on December 31, 2025, our Company has not borrowed by way of inter-corporate deposits and loans.

- **Loan from Directors and Relatives of Directors:**

The Company has not taken any loan from Directors or relative of Directors.

- **Subordinated Debts**

Sr. No.	Subordinated Debts Name/ Series	Principal Amount outstanding as on December 31, 2025	Principal Amount outstanding as on December 31, 2025 (in lakh)	Date of Subordinated debt (Range)	Final Maturity (Range)	Coupon Rate (Range) in % (p.a.)	Tenure (in Months)	Credit Rating, if any
1	Subdebt Series 2	11,83,52,000.00	1,183.52	April-May 2020	Apr -may 2027	14.29	84	Unrated
2	Subdebt Series 3	78,25,000.00	78.25	Feb-March 2021	Apr-26	10.25	61	Unrated
				Feb-March 2021	Mar-28	14.29	84	Unrated
3	Subdebt Series 4	3,93,50,000.00	393.50	June-July 2021	July-Aug 2026	12.26	61	Unrated
				June-July 2021	July-Aug 2026	9.5	61	Unrated
4	Subdebt Series 5	4,07,77,000.00	407.77	Sep-Oct 2021	Sep-Oct 2028	14.29	84	Unrated
				Sep-Oct 2021	March-April 2027	10	66	Unrated
5	Subdebt Series 6	43,29,19,000.00	4,329.19	Dec 2021- Arpil2022	Nov-2028 - March-2029	14.46	83	Unrated
				Dec 2021- Arpil2022	June-Oct 2027	10.5	66	Unrated
6	Subdebt Series 7	1,47,01,13,000.00	14,701.13	May-2022- March 2023	Nov 2027-Aug 2028	10.5	66	Unrated
				May-2022- March 2023	April2029-Feb 2030	14.46	83	Unrated
7	Subdebt Series 8	29,55,05,000.00	2,955.05	April-Sep 2023	Oct 2028- March 2029	13.64	66	Unrated
				April-Sep 2023	Oct 2028- March 2029	10.5	66	Unrated
8	Subdebt Series 9	13,11,45,000.00	1,311.45	Sep-Nov 2023	March -May- 2029	13.64	66	Unrated
				Sep-Nov 2023	March -May- 2029	10.5	66	Unrated
9	Subdebt Series 10	15,28,57,000.00	1,528.57	Nov 2023- March 2024	Jan-Dec 2029	13.64	66	Unrated
				Nov 2023- March 2024	Jan -Dec 2029	10.5	66	Unrated
10	Subdebt Series 11	7,98,38,000.00	798.38	April-June 2024	Jan-Oct 2029	13.64	66	Unrated

Sr. No.	Subordinated Debts Name/ Series	Principal Amount outstanding as on December 31, 2025	Principal Amount outstanding as on December 31, 2025 (in lakh)	Date of Subordinated debt (Range)	Final Maturity (Range)	Coupon Rate (Range) in % (p.a.)	Tenure (in Months)	Credit Rating, if any
				April-June 2024	Jan-Oct 2029	10.5	66	Unrated
11	Subdebt Series 12	14,20,56,000.00	1,420.56	Aug-Sep 2024	Feb 2030-Dec 2029	13.64	66	Unrated
				Aug-Sep 2024	Feb 2030-Dec 2029	10.5	66	Unrated
12	Subdebt Series 13	4,22,83,000.00	422.83	Oct 2024-Jan 2025	Apr 2030-Jul 2029	13.64	66	Unrated
				Oct 2024-Jan 2025	Apr 2030-Jul 2029	10.5	66	Unrated
13	Subdebt Series 14	9,50,21,000.00	950.21	May-Jul 2025	Nov-Dec 2030	13.64	66	Unrated
				May-Jul 2025	Nov -Dec 2030	10.5	66	Unrated
14	Subdebt Series 15	25,12,36,000.00	2,512.36	Jul-Dec 2025	Jan-Jun 2031	13.64	66	Unrated
				Jul-Dec 2025	Jan-Jun 2031	10.5	66	Unrated

- **Details of Unsecured Term Loans**

As on December 31, 2025, our Company has not availed any unsecured term loan.

- **Private Placement of unsecured unlisted redeemable non-convertible debentures as on December 31, 2025**

As on December 31, 2025, our Company has not issued unsecured, unlisted, redeemable, non-convertible debenture by way of private placement.

- **Unsecured Redeemable non-convertible debentures (public issue) as on December 31, 2025:**

Sr No	ISIN	Date of Allotment	Maturity date	Tenure	Coupon	No of NCD	Principal amount in lakhs	Credit rating
1.	INE101 Q08118	February 15,2021	March 13,2026	61 Months	10.25%	2,77,094	2,770.94	IND A /Stable
2.	INE101 Q08126	February 15,2021	February 14,2028	84 Months	10.41% Cum	2,13,639	2,136.39	IND A /Stable
3.	INE101 Q08134	May 03,2021	June 02,2026	61 Months	10.25%	2,40,520	2,405.20	IND A /Stable
4.	INE101 Q08142	May 03,2021	May 02,2028	84 Months	10.41% Cum	1,34,882	1,348.82	IND A /Stable
5.	INE101 Q08159	September 16,2021	March 15,2027	66 Months Monthly	10.00%	2,59,239	2,592.39	CARE A ; Stable
6.	INE101 Q08167	September 16,2021	September 15,2028	84 Months Cumulative	10.41% Cum	2,40,761	2,407.61	CARE A ; Stable

(e) **List of Top 10 (ten) holders of non-convertible securities in terms of value (on a cumulative basis) as of December 31, 2025:**

Sl. No	Name of NCD holder	Category of NCD Holder	Face value of NCD Holding Amount	Total holdings in Public and Pvt NCD	NCD holding % as a percentage of total NCD outstanding of the issuer
1.	DCB Bank Limited	Nationalised Bank	5000 units of face value 100000	500000000	2.58 %
2.	Naval Group Insurance Fund	Public – Association of Persons	2220 units of face value 100000 & 6115 unit of face value 10000	283150000	1.46 %
3	OFB Tech Private Limited.	Private Limited Company	20000 units of face value 10000	200000000	1.03 %
4	Vakrangee Limited	Private Limited Company	16000 units of face value 10000	160000000	0.83 %
5	Oxy Ventures Private Limited.	Private Limited Company	4 units of face value 100000, 139 unit of face value 1000 & 15916 unit of face value 10000	159699000	0.82 %
6	Primetrace Technologies Private Limited	Private Limited Company	152000 units of face value 1000	152000000	0.78 %
7	Ambit Finvest Private Limited	Private Limited Company	14950 units of face value 10000	149500000	0.77 %
8	Fourdegreewater Capital	Private Limited Company	82532 units of face value 1000 & 4786 units of face value 10000	130395000	0.67 %
9	Mas Financial Services Ltd	NBFC	10000 units of face value 10000	100000000	0.52 %
10	Saivana Garments Private Limited	Private Limited Company	100000 units of face value 1000	100000000	0.52%
11	Oxyzo Financial Services Private Limited.	Private Limited Company	10000 units of face value 10000	100000000	0.52 %
12	Vaidyanath Balasubramanian	Public	100000 units of face value 1000	100000000	0.52 %

(f) **List of Top 10 (ten) holders of Commercial Paper in terms of value (in cumulative basis) December 31, 2025:**

SR.NO	Name of CP Holder	Category of CP holder	No of CP	Face value of CP (in Rs)	Sum of Amount (in ₹ lakh)	CP holding % as a percentage of total CP outstanding of the issuer
1.	SUNDARAM FINANCE LTD	NBFC	2000	500000	10,000	28.72 %
2.	Parle Biscuits Pvt Ltd	Bodies Corporate	1000	500000	5000	14.36 %
3.	THE KANGRA CENTRAL CO-OP BANK LTD	Other Bodies Corporate	985	500000	4925	14.14 %
4.	NORTHER ARC CAPITAL LIMITED	Other Bodies Corporate	580	500000	2900	8.33 %
5.	SLICE SMALL FINANCE BANK	Other Bodies Corporate	500	500000	2500	7.18 %
6.	RAYMONDS LIFESTYLE LIMITED	Other Bodies Corporate	500	500000	2500	7.18 %
7.	INDIAN ENERGY EXCHANGE LIMITED	Other Bodies Corporate	500	500000	2500	7.18 %
8.	RAJARAMBAPU SAHAKARI BANK LTD	Other Bodies Corporate	400	500000	2000	5.74 %
9.	PAUL MERCHANTS LIMITED	Bodies Corporate	200	500000	1000	2.87 %
10.	Shri Ram Finance Corporation	Bodies Corporate	200	500000	1000	2.87 %
11.	Sahakarmaharshi Bhausaheb Thorat Amrutvahini Sahakari Bank Ltd	Non Nationalised Banks	100	500000	500	1.44 %

(g) **Other Borrowings**

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

The Issuer does not have any bank fund-based facilities / rest of borrowings including hybrid debt instruments such as foreign currency convertible bonds or optionally convertible debentures and preference shares from financial institutions or financial creditors as on December 31, 2025.

(h) **The amount of corporate guarantee or letter of comfort issued by the issuer along with name of the counterparty (like name of the subsidiary, joint venture entity, group**

company, etc.) on behalf of whom it has been issued, contingent liability including debt service reserve account guarantees/ any put option etc.

The Company has no amount of corporate guarantee or letter of comfort, contingent liability including debt service reserve account guarantees/ any put option etc.

- (i) **Details of any outstanding borrowings taken/ debt securities issued for consideration other than cash). This information shall be disclosed whether such borrowing/ debt securities have been taken/ issued**

The Company has no outstanding borrowings taken / debt securities issued where taken/issued (a) for consideration other than cash, whether in whole or in part, (b) at a premium or discount, or (c) in pursuance of an option as on July 1, 2025.

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

S. No.	PARTICULARS OF DISCLOSURE	DETAILS
1.	Details with regard to lending done out of the issue proceeds of earlier issuances of debt securities (whether public issue or private placement) by NBFC	Lending Policy: Please refer to Annexure XII of this Key Information Document. Classification of Loans given to associate or entities related to Board, Senior management, promoters, etc: Please refer to Annexure XIII (ALM Disclosures) of this Key Information Document. Classification of loans into several maturity profile denomination: Please refer to Annexure XIII (ALM Disclosures) of this Key Information Document. Aggregated exposure to top 20 borrowers: Please refer to Annexure XIII (ALM Disclosures) of this Key Information Document. Details of loans, overdue and classified as Non performing assets (NPA): Please refer to Annexure XIII (ALM Disclosures) of this Key Information Document.
2.	Details of borrowings made by NBFC	Portfolio Summary of borrowings made by NBFC: Please refer to Annexure XIII (ALM Disclosures) of this Key Information Document. Quantum and percentage of Secured vs. Unsecured borrowings: Please refer to Annexure XIII (ALM Disclosures) of this Key Information Document.
3.	Details of change in shareholding	Any change in promoters holding in NBFC during last financial year beyond the threshold prescribed by Reserve Bank of India: Please refer to Annexure XIII (ALM Disclosures) of this Key Information Document.

S. No.	PARTICULARS OF DISCLOSURE	DETAILS
4.	Disclosure of Assets under management	Segment wise break up and Type of loans: Please refer to Annexure XIII (ALM Disclosures) of this Key Information Document.
5.	Details of borrowers	Geographical location wise: Please refer to Annexure XIII (ALM Disclosures) of this Key Information Document.
6.	Details of Gross NPA	Segment wise: Please refer to Annexure XIII (ALM Disclosures) of this Key Information Document.
7.	Details of Assets and Liabilities	Residual maturity profile wise into several bucket: Please refer to Annexure XIII (ALM Disclosures) of this Key Information Document.
8.	Additional details of loans made by, Housing Finance Company	Please refer to Annexure XIII (ALM Disclosures) of this Key Information Document.
9.	Disclosure of latest ALM statements to stock exchange	Please refer to Annexure XIII (ALM Disclosures) of this Key Information Document.

- 4.16 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:**

The Issuer is not in default of payment of interest or repayment of principal amount in respect of non-convertible securities, the date of this Key Information Document.

- 4.17 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 4.18 (*Regulatory Disclosures*) of the General Information Document.

- 4.18 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.**

Except as stated in Paragraph 4.20 below, there are no: (i) litigation or legal action pending or taken by any Ministry or Department of the Government or a statutory authority against our Promoters during the last three years immediately preceding the year of the issue of this Key Information Document and any direction issued by such Ministry or Department or statutory authority; (ii) pending litigation involving our Company, our Promoter, our Directors, Group Companies, or any other person, whose outcome could have material adverse effect on the position of our Company; (iii) pending proceedings initiated against our Company for economic offences; (iv) default and non-payment of statutory dues, etc; (v) inquiries, inspections or investigations initiated or conducted against our Company under the Companies Act or any previous companies law in the three years immediately preceding the year of this Key Information Document; (vi) prosecutions filed (whether pending or completed), fines imposed

or compounding of offences done in the three years immediately preceding the year of this Key Information Document; and (vii) material frauds committed against our Company in the last three years and current financial year; and (viii) disciplinary action taken by SEBI or stock exchange against the Promoter.

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

NIL

4.20 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.

(a) Litigations involving our Company

(i) Material Civil cases involving our Company

Against our Company

1. M. Mathew ("**Plaintiff**") had filed a suit (bearing number OS No. 6 of 2013) dated June 16, 2013 ("**Suit**") before the District Court, Kottayam ("**Court**") under section 134 of the Trade Mark Act, 1999- ("**Trade Mark Act**") read with Order VII Rule I read with Section 26 of the Code Of Civil Procedure, 1908 against our Company and other (together referred to as the "**Defendants**"). The Plaintiff claims that the trademark "Muthoot" is the exclusive property of the Plaintiff and no one else can claim the right to use the name in their business. The Plaintiff has prayed that a judgment and decree of permanent prohibitory injunction to be issued restraining the Defendants from directly or indirectly using the trade mark "Muthoot" allegedly registered in the name of the Muthoot and thereby infringing it, interfere with or cause harm to the trade of business of Plaintiff in any manner whatsoever, to grant a permanent prohibitory injunction restraining the Defendants from using in any manner the allegedly registered trade mark of the Plaintiff "Muthoot", in connection with their business and to grant such other relief as the Court may think fit. The Plaintiff has also filed an application (bearing number 1277 of 2013) dated June 16, 2013 for interim injunction restraining the Defendants from using the trademark 'Muthoot'. A counter affidavit was filed by Roy M. Mathew, as the Chairman of our Company, on August 23, 2013 denying all the claims of the Plaintiff and alleging that this was the Plaintiff's attempt to stall the functioning of the companies. An Affidavit was filed by the Plaintiff on December 3, 2015 impleading additional parties to the matter. Thereafter, Mathew Muthootu, our Managing Director, filed a written statement on May 28, 2019 categorically raising objections in relation to the Suit, inter alia, claiming that the proceedings challenging the validity of the trademark are pending before the relevant authority and therefore the Suit should be stayed and further substantiating the arguments advanced by the Defendants. As per section 124 of the Trade Marks Act, the matter has been stayed by the court. The matter is currently pending.
2. Our Company received a notice bearing number ROC(K)/STAT/F92/196/2012 dated May 2, 2012 ("**Notice**") from the Registrar of Companies, Ernakulam at Kochi, Kerala ("**ROC**"). The ROC had received a letter dated January 31, 2012 from M Mathew ("**Complainant**"), requesting not to register any company with the name "Muthoot" as the same is registered in the Complainants name on September 19, 2005 by the

trademark registry, Mumbai. Hence ROC issued the Notice requesting us to offer our comments within 15 days of receipt of the Notice. Our Company replied to the Notice *vide* letter dated May 31, 2012 stating that we have secured registration for our logo and the “Mini Muthoottu” in class 36 *vide* registration dated April 30, 2009 and have absolute right to carry on the business by using “Muthoottu” as part of our trademark.

3. M. Murgan and others (“**Plaintiffs**”) filed a suit (O.S. 183/2018) (“**Suit**”) against R. Parvathy, our Company and others (“**Defendants**”) before the Principal District Judge, Chengalpattu (“**Court**”) alleging that various sale deeds (“**Sale Deeds**”) for the property situated at Kancheepuram district, Thirupporur Taluk, Kelambakkam Firka, Eagattur Village (“**Property**”) were entered into without the knowledge of the Plaintiffs, the alleged owners of the Property. The Plaintiffs have sought for the annulment of such Sale Deed and for the partition of the Property. Service of notice for all the defendants not yet completed. The matter has been posted for written statement of defendants and notice to additional respondents.
4. Lcode technologies Private Limited (“**Lcode**”) filed a claim against our Company before the sole arbitrator tribunal presided by Rt. Justice Bhavadasan, for a sum of ₹110.50 lakh on account of the contractual amount due under the software license agreement entered with for the implementation of their “Reach NBFC Prosper” software in our server, for ease of our business operations, which was failed in multiple attempts for its launch. We filed a counter claim against Lcode for ₹ 258.26 lakh return of the advance amount paid on account of the agreement and for loss and damages due to the said project and its failure. After taking evidence adduced from both sides and hearing both sides, the arbitral tribunal has taken the case for award. On July 05, 2024, the sole arbitrator dismissed both the claim and the counterclaim. Against the award of the Sole Arbitrator, the Company and Lcode have filed separate petitions to set aside the award under section 34 of Arbitration & Conciliation Act, before the District Court, Ernakulam. The petitions are yet to be numbered.

By our Company

(ii) Criminal cases involving our Company

Against our Company

Nil

By our Company

1. Our Company has filed a petition (bearing no. CC. No. 1096 of 2016) (“**Petition**”) under Section 138 of the Negotiable Instruments Act, 1881 before the Judicial Magistrate First Class, Kochi (“**Court**”) against V. Senthil Vel Murughan (“**Accused**”), the landlord of our branch located at Nagarcoil Tower Junction, for an amount of ₹3.87 lakh being the interest free security deposit amount for which a cheque was issued and was dishonoured due to insufficiency of funds in the account of the Accused. This matter was transferred to a Negotiable Instruments Court, Ernakulam and is currently pending before the Court.
2. Our company has filed a petition bearing no. MP 1068/2018 before the Special court for Negotiable Instrument Act case against Mr. Jayan, who was the purchaser of strong room lockers from the company on shifting of branches. He issued cheque for ₹ 75,000/- towards consideration of the same and the cheque was dishonoured due

to insufficiency of funds. The case was renumbered as ST 1280/2023 and transferred to JFCM III, Ernakulam, and fresh summons is issued to the accused.

3. Our Company has filed about 6 criminal complaints against customers and ex-employees of our Company before various judicial forums under section 138 of the Negotiable Instruments Act, 1881 for certain cheques that bounced on presentation and others which were remained unpaid. The aggregate amount involved in these matters is ₹ 219.496 lakh. These matters are currently pending.

(iii) Statutory and Regulatory Proceedings involving our Company

Our Company received a letter dated April 29, 2021 from the RoC ("**Letter**"), in relation to an inspection proposed to be conducted under Section 206(5) of the Companies Act ("**Inspection**"). In this regard the Central Government has appointed the RoC, along with Deputy Official Liquidator, Kerala and the Regional Director, Ministry of Corporate Affairs (SR), Chennai as inspector to carry out the proposed Inspection ("**Inspector**"). The Inspector vide Letter has sought certain information and documents, inter alia Audited Financial Statements for last five years, Memorandum of Association, Articles of Association, and shareholding pattern from our Company. Our Company, vide its letter dated May 14, 2021, has submitted that owing to State-wide lockdown effective from May 8, 2021 to May 16, 2021 and the travel restrictions imposed by the Kerala Government to contain COVID 19, the Company was unable to physically submit the information and documents required. Further, our Company vide its letter dated June 11, 2021 has submitted all the documents and certain information mentioned in the Letter. The Company further received letter dated September 23, 2021 from RoC, proposing visit of the inspecting officer who visited the Company on October 6, 2021. The inspecting officer perused records and also took extracts of minutes and other ROC filed documents. The matter is currently pending. The inspecting officer perused records and also took extracts of minutes and other ROC filed documents. The Inspector in his report dated September 30, 2022 sought para-wise replies to the alleged violation of certain provisions of Companies Act, 2013, *inter alia* including sections 73, 135(5), 71(4), 134(6) etc. The Company has submitted its responses to the alleged non-compliances.

(iv) Tax Proceedings involving our Company

Nature of case	Number of cases outstanding	Amount involved (in ₹ lakh)
Direct Tax	2	360.99 (Expenditure disallowed by the assessing officer and disputed by the Company on appeal for an amount of ₹ 133.54 lakhs for AY 2010-11 and appeal filed against the penalty of Rs.227.45 lakhs imposed under section 270(1) (c) for AY 2017-18).
Indirect Tax	Nil	Nil
Total	2	360.99

(v) Economic Offences

Nil

(b) Litigations involving our Directors

(i) Material Civil Cases involving our Directors

Against our Directors

Nil

By our Directors

Nil

(ii) Criminal cases involving our Directors

Against our Directors

Nil

By our Directors

Nil

(iii) Statutory and Regulatory Proceedings involving our Directors

Nil

(iv) Tax Proceedings involving our Directors

Nil

(c) Litigations involving our Promoters

(i) Material Civil Cases involving our Promoters

Against our Promoters

Nil

By our Promoters

Nil

(ii) Criminal cases involving our Promoters

Against our Promoters

Nil

By our Promoters

Nil

(iii) Statutory and Regulatory Proceedings involving our Promoters

Nil

(iv) Tax Proceedings involving our Promoters

Nature of case	Number of cases outstanding	Amount involved (in ₹ lakh)
Direct Tax	Nil	Nil
Indirect Tax	Nil	Nil
Total	Nil	Nil

(d) Litigation involving our Subsidiaries

As on date of this Key Information Document, our Company does not have any subsidiary.

(e) Litigations involving our Group Companies

As on date of this Key Information Document, following are the litigations involving our Group Companies:

(i) Material Civil Litigation involving our Group Companies

By group company

Nil

Against group company

Nil

(ii) Criminal Cases involving our Group Companies

By group company

Nil

Against group company

Nil

(iii) Statutory and Regulatory Proceedings involving our Group Companies

Nil

(iv) Tax Proceedings involving our Group Companies

Nature of case	Number of cases outstanding	Amount involved (in ₹ lakh)
Direct Tax	Nil	Nil
Indirect Tax	1	5.50
Total	1	5.50

- (f) **Litigation or legal action pending or taken by any ministry or government department or statutory authority against our Promoters during the last three years immediately preceding the year of the issue of this Key Information Document and any direction issued by any such ministry or department or statutory authority upon conclusion of such litigation or legal action**

Nil

- (g) **Inquiries, inspections or investigations initiated or conducted under the Companies Act or any previous companies law in the last three years immediately preceding the year of issue of this Key Information Document against our Company (whether pending or not); fines imposed or compounding of offences done by our Company in the last three years immediately preceding the year of this Key Information Document**

Except as disclosed below, there are no inquiries, inspections or investigations initiated or conducted under the Companies Act or any previous companies law in the last three years immediately preceding the year of issue of this Key Information Document against our Company (whether pending or not); fines imposed or compounding of offences done by our Company in the last three years immediately preceding the year of this Key Information Document:

Sr. No.	Compliance Requirement (Regulations/ circulars/ guide- lines including specific clause)	Regulation/ Circular No.	Deviations	Action Taken by	Type of Action	Details of Violation	Fine Amount	Observations/ Remarks of the Practicing Company Secretary	Management Response	Remarks
FY 2022-2023										
1.	Regulation 50(2) of SEBI Listing Regulations	Regulation 50(2) of SEBI Listing Regulations	Delayed Compliance	BSE	Fine	Delay in furnishing intimation about meeting of shareholders	₹ 5,900	The Company has paid the fine & intimated the same to BSE.	The Company has paid the fine & intimated the same to BSE.	NA
2.	Regulation 53(2) of SEBI Listing Regulations	Regulation 53(2) of SEBI Listing Regulations	Delayed Compliance	BSE	Fine	Delay in submission of annual report within the period prescribed.	₹ 16,520	The Company has paid the fine & intimated the same to BSE.	The Company has paid the fine & intimated the same to BSE.	NA
3.	Regulation 57(4) of SEBI	Regulation 57(4)	Delayed Compliance	BSE	Fine	Delay in submission of	₹ 1,180	The Company has paid	The Company has	NA

Sr. No.	Compliance Requirement (Regulations/ circulars/ guide- lines including specific clause)	Regulation/ CircularNo.	Deviations	Action Taken by	Type of Action	Details of Violation	Fine Amount	Observations/ Remarks of the Practicing Company Secretary	Management Response	Remarks
	Listing Regulations	of SEBI Listing Regulations				details of interest payable obligations during the quarter.		the fine & intimated the same to BSE.	paid the fine & intimated the same to BSE.	
FY 2023-2024										
NIL										
FY 2024-2025										
Nil										
FY 2025-2026 (till date of this Key Information Document)										
Nil										

4.21 Details of acts of material frauds committed against the issuer in the preceding three financial years and current financial year, if any, and if so, the action taken by the issuer, as of December 31, 2025:

Sr. no	Branch	Date of detection / date of reporting to rbi	Amount (in lakh)	Modus Operandi & action taken	Recovery (lakh)	Amount written off	Provision	Remarks	FMR number
1	KAVERIPATTINAM	23-06-2022/08-07-2022	16.71	Staff pledged spurious ornaments in the name of customers.	16.71	0	0	16.02 Lakhs recovered from the staff. All culprit staff are terminated on 06-01-2023. 0.69 Lakhs recovered on 08-06-23	THI002122 02203-0002
2	SRI KALAHASTI	04-07-2022/22-07-2022	29.43	Accused, Sravanthi and Mallikarjuna, stole ornaments from their institution, Fincare Small Finance Bank, and pledged the same in our branch under	28.68	0.75	0	All culprits are under police custody on the complaint lodged by Fincare and FIR registered in 70/2022. Further our company lodged a	THI002122 02203-0001

Sr. no	Branch	Date of detection / date of reporting to rbi	Amount (in lakh)	Modus Operandi & action taken	Recovery (lakh)	Amount written off	Provision	Remarks	FMR number
				fictitious customer name in collusion with the BH. Later ornaments were seized by the police on 04/07/2022.				complaint against branch manager on 14/07/2022. 28.67 lakhs recovered through insurance and 0.01 lakhs recovered from parties	
3	KARUR	06-09-2022/ 19-09-2022	2.28	Thickly gold coated spurious ornaments intentionally pledged by the customer.	2.28	0	0	Investigation going on. Complaint registered under CSR No 749/2022. 50000 recovered from the customer on 19-09-2022. 1.78 Lakh received from insurance on 05-06-2023.	THI002122 02203-0003
4	RAMANAT HAPURAM	03-10-2022/ 22-10-2022	1.85	Thickly coated other metal filled inside spurious ornaments were pledged	1.82	0.03	0	Investigation under process. 0.31 lakhs recovered from customer on 08-06-2023 From insurance - 1.24 Lakhs From staff - 0.27 Lakhs	THI002122 02204-0004
5	LALBAGH	06-10-2022/ 25-10-2022	1.5	Thickly gold coated spurious ornaments were pledged which are not easily detectable	1.5	0	0	Full amount recovered from the party on 12-12-2022.	THI002122 02204-0005
6	VASCO	05-12-2022/22-12-2022	1.4	Thickly gold coated spurious ornaments were pledged which are not easily detectable	1.4	0	0	Investigation going on. Complaint registered at Vasco police station Recovery through	THI002122 02204-0006

Sr. no	Branch	Date of detection / date of reporting to rbi	Amount (in lakh)	Modus Operandi & action taken	Recovery (lakh)	Amount written off	Provision	Remarks	FMR number
								insurance 1.10 and staff 0.30	
7	KORATEGERE	20-01-2023/ 09-02-2023	1.37	Thickly gold coated spurious ornaments were pledged which are not easily detectable	1.37	0	0	Full amount recovered from the party on 11-02-2023	THI002122 02301-0001
8	ARUMUGANERI	27-02-2023/ 17-03-2023	1.55	Thickly gold coated spurious ornaments were pledged intentionally by the customer.	1.4	0.15	0	The case was forwarded from SP office of Thoothukudi to local police station Arumuganeri and the investigation is going on. Recovery through insurance - 1.25 Lakhs From Staff - 0.15 Lakhs	THI002122 02301-0002
9	THIRUVALUR	09-03-2023/ 27-03-2023	2.52	Thickly gold coated spurious ornaments were pledged intentionally by the customer.	2.52	0	0	Full amount recovered on 01-04-2023; FMR - 3 Updated on 05-04-2023	THI002122 02301-0003
10	UKKADAM	27-05-2023/ 15-06-2023	2.3	Thickly gold coated spurious ornaments were pledged intentionally by the customer.	2.3	0	0	Under investigation. CSR Registered Recovery through insurance 1.89 and Staff 0.41.	THI002122 02302-0004
11	V KOTA	02-06-2023/ 20-06-2023	1.4	Thickly gold coated spurious ornaments were pledged intentionally by the customer.	0.48	0.92	0	Under investigation FIR Registered FMR-3 updated on 13-09-2024; Insurance 0.28, Recovery from staff 0.20	THI002122 02302-0005
12	NAZARETH	30-06-2023/ 12-07-2023	1.95	Thickly gold coated spurious ornaments were pledged	1.25	0.7	0	Under investigation CSR Registered	THI002122 02303-0006

Sr. no	Branch	Date of detection / date of reporting to rbi	Amount (in lakh)	Modus Operandi & action taken	Recovery (lakh)	Amount written off	Provision	Remarks	FMR number
				intentionally by the customer. Insurance amount Rs 1.13 and recovery from the staff 0.12. FMR - 3 updated on 16-10-2023.				FMR - 3 Updated on 16-10-2023; Insurance amount received - 1.13 Lakhs; Staff Recovery - 0.12 Lakhs; Written off - 0.70 Lakhs	
13	CHECKKA NOORANI	06-07-2023/ 18-07-2023	30.94	Suspended branch manager Thanapandi C colluded with Raja and Anitha, took away the following 10 gold packets which were pledged in the branch by customers for a total sum of Rs.30.94 Lakhs.	30.94	0	0	Under investigation FIR Registered, Civil suit for recovery of money also filed (OS 14/2025) FMR - 3 updated on 08-09-2023; 3 staff terminated FMR - 3 updated on 30-03-2024; Insurance claim received Rs 30.94 Lakhs.	THI002122 02303-0007
14	YOGI CHOWK	05-07-2023/ 28-07-2023	35.04	It was found that Branch staff colluded with RM and misappropriated the Gold loan packet (3892) amounting Rs 33.3 Lakhs. In order to hide the fraudulent activity they had closed another packet. On detailed verification, there was a cash misappropriation of Rs. 1.74 lakhs in relation to the closure of	34.41	0.63	0	Under investigation. Private Complaint filed, Cognizance taken by court, case pending for trial (CC135187/2024) FMR - 3 updated on 07-09-2023; 4 staff terminated on 25-08-2023. FMR - 3 updated on 30-03-2024. Insurance- 33.98 Lakhs, Staff - 0.43	THI002122 02303-0008

Sr. no	Branch	Date of detection / date of reporting to rbi	Amount (in lakh)	Modus Operandi & action taken	Recovery (lakh)	Amount written off	Provision	Remarks	FMR number
				3 packets (3675,3881,3905)				Lakhs, Written Off - 0.63 Lakhs	
15	DILSHAD COLONY	05-09-2023/ 18-09-2023	1.15	Thickly gold coated spurious ornaments were pledged intentionally by the customer.	0.9	0.25	0	Under investigation FMR - 3 updated on 08.12.2023 - Insurance 0.55 Lakhs, Recovery from the staff - 0.35 Lakhs	THI002122 02303-0009
16	SAMATHA NAPURAM	30-09-2023/ 16-10-2023	2.99	Thickly gold coated ornaments with inside other metal is pledged by the customer. The same is difficult to identify in the normal appraisal method.	2.69	0.3	0	Under investigation CSR Registered FMR- 3 updated on 21-05-2024; insurance - 2.24 and staff - 0.45	THI002122 02304-0010
17	CUDDALORE OT	10-10-2023/ 30-10-2023	10.88	Staff colluded with customer and pledged spurious ornaments in customer account. Also done cash misappropriation through excess weight and enhancing the loan amount without the customer knowledge.	10.88	0	0	Recovery 0.60 Lakhs on 10-11-2023 BM suspended on 03-11-2023. (FMR - 3 updated on 15-11-2023) FMR - 3 updated on 23-11-23; 1 account closed (0.03 Lakhs) FMR - 3 updated on 18-12-23; 1 account closed (0.12 Lakhs) FMR - 3 Updated on 17-01-24; Recovery in 1 account (4.23 Lakhs) FMR - 3	THI002122 02304-0011

Sr. no	Branch	Date of detection / date of reporting to rbi	Amount (in lakh)	Modus Operandi & action taken	Recovery (lakh)	Amount written off	Provision	Remarks	FMR number
								Updated on 04-03-2024; 2 staff terminated on 16-02-2024. FMR-3 Updated on 17-04-2024. 2 account settled on 09.04.24 and 10.04.24 Complaint withdrawn as settled	
18	BOMMANA HALLI	20-10-2023/ 08-11-2023	1.14	Thickly gold coated ornaments with inside other metal is pledged by the customer. The same is difficult to identify in the normal appraisal method.	1.14	0	0	Under investigation FMR - 3 updated on 21-06-2024; Insurance - 77399/- Staff - 36601/-	THI002122 02304-0012
19	K PUDUR	21-10-2023/ 10-11-2023	15.61	Group of customer intentionally pledged spurious ornaments	15.02	0.59	0	CSR Registered FMR - 3 updated on 14-12-2023 staff suspension FMR - 3 Updated on 30-03-2024; Insurance - 14.81 Lakhs, Staff - 0.21 Lakhs, Written Off - 0.59 Lakhs	THI002122 02304-0013
20	SATTENAPALLI	01-11-2023/ 21-11-2023	3.98	Thickly gold coated ornaments with inside other metal is pledged by the customer. The same is difficult to identify in the normal appraisal method.	3.98	0	0.00	All accounts closed by the customer on 05.01.2024 and FMR - 3 reported on 11-01-2024	THI002122 02304-0014

Sr. no	Branch	Date of detection / date of reporting to rbi	Amount (in lakh)	Modus Operandi & action taken	Recovery (lakh)	Amount written off	Provision	Remarks	FMR number
21	TUGHLAK ABAD	23-12-2023/ 10-01-2024	6.33	Thickly gold coated ornaments with inside other metal is pledged by the customer. The same is difficult to identify in the normal appraisal method. The incident period between 08-10-2023 to 17-11-2023. Total amount involved 6.33 Lakhs.	6.33	0	0.00	Under investigation FMR - 3 Updated on 21-06-2024; Insurance amount 5.25, 1.08 from staff recovery	THI002122 02401-0001
22	VIDYARAN YAPURA	05-03-2024/ 21-03-2024	7.15	Thickly gold coated ornaments with inside other metal is pledged by the customer. The same is difficult to identify in the normal appraisal method. The incident period between 31-01-2024 to 27-02-2024. Total amount involved 7.15 Lakhs.	6.92	0.23	0.00	Under investigation FMR -3 Updated on 13-09-2024; Insurance - 6.28 Lakhs, Staff - 0.64	THI002122 02401-0002
23	ANANTHA PURAM RC NAGAR	13-03-2024/ 28-03-2024	1.29	Thickly gold coated ornaments with other metals inside and difficult to appraise through normal appraisal methods was pledged by the customer	1.29	0	0.00	Loan closed on 10-04-2024 FMR - 3 updated on 17-04-2024	THI002122 02401-0003
24	AZHAGIAM ANDAPAM	30-04-2024/ 17-05-2024	25.38	The customer intentionally pledged	24.35	1.03	0.00	FIR Registered FMR - 3updated	THI002122 02402-0004

Sr. no	Branch	Date of detection / date of reporting to rbi	Amount (in lakh)	Modus Operandi & action taken	Recovery (lakh)	Amount written off	Provision	Remarks	FMR number
				spurious ornaments in the branch. The ornaments were manufactured in such a manner that it was not possible to detect its exact nature using an acid test or other sound tests as a thick layer of gold was coated around other metals. The fraud was revealed as the auditor doubted the unusual thickness of the gold and upon cutting the ornaments to verify the same.				on 24-02-2025; Insurance - 23.92 Staff - 0.43	
25	SIOLIM	09-05-2024/24-05-2024	4.05	Thickly gold coated ornaments with other metals inside and difficult to appraise through normal appraisal methods was pledged by the customer	4.05	0	0.00	FMR - 3 updated on 05.08.2024. Both accounts closed on 17-07-2024	THI002122 02402-0005
26	VILLUKURI	10-05-2024/29-05-2024	45.07	Members of a gang pledged manufactured thickly gold coated spurious ornaments in the branch - 8 accounts-45.07 lakhs	40.97	4.1	0.00	CSR Registered FMR - 3 updated on 22-02-2025; Insurance - 40.70, Staff - 0.27	THI002122 02402-0006

Sr. no	Branch	Date of detection / date of reporting to rbi	Amount (in lakh)	Modus Operandi & action taken	Recovery (lakh)	Amount written off	Provision	Remarks	FMR number
27	RAMANPU THUR	10-05-2024/29-05-2024	7.35	members of a gang pledged ornaments which were manufactured with techniques including other materials and deeply coated gold and defrauded the company	6.65	0.7	0.00	CSR Registered FMR - 3 updated on 25-02-2025; Insurance - 5.65; Staff - 1	THI002122 02402-0007
28	KUSHALN AGAR	24-05-2024/08-06-2024	2.77	Customer pledged 2 loans vide gl no. 23415 and 23416 on 16.02.2024 for an amount of Rs.2.77 lakhs, but on audit dt 24.05.2024 it was found to be spurious.	2.77	0	0.00	Under investigation FMR - 3 updated on 21-02-2025; Insurance - 2.30; Staff recovery - 0.47	THI002122 02402-0008
29	KAMUTHI	21-05-2024/13-06-2024	44.31	Being the joint custodians of the branch, Muthupriya and saravanan had taken the gold packets from the locker and entered closure of these packets in the system by making dummy entries of bank payments to tally the count of the packets . Only upon checking the bank statement for reconciliation, the misappropriation of 18 packets	0	0	44.31	FIR registered against the accused Cr. No. 15/2024, DCB Ramanathapura m-Police filed final report, pending for trial (CC 103/2025, JFMC II, Ramanathapram)	THI002122 02402-0009

Sr. no	Branch	Date of detection / date of reporting to rbi	Amount (in lakh)	Modus Operandi & action taken	Recovery (lakh)	Amount written off	Provision	Remarks	FMR number
				committed by the joint custodian in connivance with the other 2 employees was revealed.					
30	MADURAI MAIN	30-05-2024/ 27-06-2024	49	The employee Ashok kumar brought 15 packets of ornaments to the branch and pledged these spurious ornaments in various names in connivance with the other two employees Manimegalai Gandhi and Nagaraj Vijayan and thereby misappropriated 49.00 lakhs. The joint fraud was brought to light by the special audit conducted there	49	0	0.00	Staff fraud. 3 staff are suspended. Recovery at the time of FMR - 1 report - 6.79 Lakhs FMR - 3 Updated on 11-10-2024; 1 account closed; 31151-2.93 Lakhs. FIR Registered FMR - 3 Updated on 09-04-2025; Insurance amount received 39.28 Lakhs. All accounts settled in the system.	THI002122 02402-0010
31	ADAJAN	05-06-2024/ 27-06-2024	10.06	The branch staff colluded with auditor and replaced the original ornaments with spurious ornaments.	8.97	1.09	0.00	Staff fraud. 2 staff are already terminated based on another irregularities and auditor resigned. FMR - 3 updated on 18-02-2025; Insurance claim received 8.97 Lakhs and balance amount 1.09 Lakhs written off	THI002122 02402-0011

Sr. no	Branch	Date of detection / date of reporting to rbi	Amount (in lakh)	Modus Operandi & action taken	Recovery (lakh)	Amount written off	Provision	Remarks	FMR number
32	NAGAMAL AI	20-06-2024/04-07-2024	26.7	In an internal audit conducted in our Nagamalai branch from 10.06.24 to 20.06.24, it was found and reported that 9 packets pledged at the branch in the name of various customers were spurious. It was detected that the said pledges were made fraudulently without the presence of the actual customers by the employees, principal perpetrators and others of the branch and thereby a total amount of Rs. 22.93 lakhs was advanced and taken by them. It is further found that they fraudulently entered false and inflated gold weights in the system against 4 loans and an excess amount of Rs.3.46 lakhs were siphoned off. Also, the said employees fraudulently advanced an amount of Rs.	26.7	0	0.00	Staff fraud. FIR Registered FMR - 3 Updated on 07-08-2024; Recovery Rs 2.93 Lakhs. Staff suspended. Total recovery 5.49 Lakhs FMR - 3 Updated on 26-06-2025; Recovery - 2120504 (Staff & Customer - 91146; Insurance - 2029358). Accounts fully closed in the system and staff terminated.	THI002122 02403-0012

Sr. no	Branch	Date of detection / date of reporting to rbi	Amount (in lakh)	Modus Operandi & action taken	Recovery (lakh)	Amount written off	Provision	Remarks	FMR number
				0.31 lakhs in excess by entering false net weight against 4 loan accounts.					
33	NANGLOI	02-07-2024/ 13-07-2024	2.34	Customer had pledged spurious ornaments, which was difficult to identify in the normal appraisal methods due to thick coating of gold and availed loan of Rs 2.34 Lakhs.	2.34	0	0.00	FMR - 3 updated on 07-10-2024; account closed by the customer on 04-10-2024	THI002122 02403-0013
34	VIJAYNAGAR	29-07-2024/ 10-08-2024	17.76	Madhukumar in collusion with Jayalakshmi, Sitara and the customer Padma falsified the accounts, cheated and misappropriated the funds of the company by making false net weights and non-deduction of other materials weight, dishonestly by practicing deception in order to gain undue advantage for themselves and thereby company sustained loss	17.76	0	0.00	Under investigation FMR - 3 Updated on 19-09-2024; Recovery - 2.48 Lakhs FMR - 3 Updated on 06-11-2024; Recovery - 0.82 Lakhs FMR - 3 Updated On 26-02-2025; Insurance - 8.60 Lakhs; Customers - 2.63 Lakhs FMR - 3 Updated on 16-09-2025; Insurance amount returned - 8.60 Lakhs due to amount recovered from	THI002122 02403-0014

Sr. no	Branch	Date of detection / date of reporting to rbi	Amount (in lakh)	Modus Operandi & action taken	Recovery (lakh)	Amount written off	Provision	Remarks	FMR number
								customer. FMR - 3 Updated on 18-09-2025; Recovery - 1.75 Lakhs; Total Recovery - 17.76 Lakhs; Staff dismissal updated.	
35	MARATHA HALLI	02-09-2024/ 14-09-2024	2.46	Customer pledged spurious ornaments which was difficult to identify in the normal appraising methods, as it is manufactured in a way so that the outer area appraisal will not yield the actual nature of the ornament, and availed a gold loan of Rs.2.46 lakhs	2.38	0.08	0.00	Under investigation FMR - 3 updated on 20-02-2025; Insurance amount - 1.94 Staff recovery - 0.44	THI002122 02403-0015
36	GOMATHI PURAM	10-09-2024/23-09-2024	3.3	Gold coated ornaments manufactured with other materials which are unidentifiable when normal appraising methods are used and intended only to make quick money was pledged and only when subjected to vigorous	3.3	0	0.00	Under investigation FMR - 3 Updated on 30.12.2025. Amount recovered from the customer - 330000/- Insurance amount received will be returned.	THI002122 02403-0016

Sr. no	Branch	Date of detection / date of reporting to rbi	Amount (in lakh)	Modus Operandi & action taken	Recovery (lakh)	Amount written off	Provision	Remarks	FMR number
				appraisal during audit, the spurious nature was known					
37	BADVEL	05-09-2024/24-09-2024	6.44	Gold coated ornaments manufactured with other materials which are unidentifiable when normal appraising methods are used and intended only to make quick money was pledged in 2 accounts 6098 and 6118 for a total sum of 643720/- and only when subjected to vigorous appraisal during audit, the spurious nature was known	5.02	1.42	0.00	Under investigation FMR - 3 Updated on 06-11-2024; Recovery - 0.24 Lakhs FMR - 3 Updated on 30-07-2025; Insurance - 3.08 Lakhs; Staff recovery - 1.70 Lakhs; Written Off - 1.42 Lakhs	THI002122 02403-0017
38	VIVEK CIRCLE	13-09-2024/25-09-2024	2.1	A total amount of Rs.2, 09,990/- gold loan was availed by the customers with Rs.1,38,990/- to Mr. Sharath P and Rs.71,000/- to Mr. Ranghaswamy R through gl.no. 30030226 and 30030243 respectively by pledging ornaments. A gold audit was conducted at the branch on	2.1	0	0.00	Under investigation FMR - 3 Updated on 27-09-2024. 1 account closed by the customer amount 1.39 FMR-3 Updated on 19-02-2025. Recovery from staff -0.28. Insurance - 0.43	THI002122 02403-0018

Sr. no	Branch	Date of detection / date of reporting to rbi	Amount (in lakh)	Modus Operandi & action taken	Recovery (lakh)	Amount written off	Provision	Remarks	FMR number
				13/09/2024 and it was found out in the audit that the above-mentioned ornaments are spurious. It was unidentifiable by a simple appraisal and the article can be identified as spurious only on a thorough appraisal and the article was coated thickly with gold. We assume that customers had colluded together to pledge spurious ornaments at the branch and have done this act with the sole intention of cheating the company and thereby make illegal monetary gain.					
39	EDAMUTTAM	13-09-2024/26-09-2024	9.9	During the verification in the gold audit conducted in the period 12.09.2024 to 18.09.2024, it was found that 5 packets were missing having a total pledge value of 9.90 lakhs. On further verification through CCTV,	9.9	0	0.00	FMR - 3 updated on 10-12-2024; Recovery - 9.90 Lakhs from concerned staff	THI00212202403-0019

Sr. no	Branch	Date of detection / date of reporting to rbi	Amount (in lakh)	Modus Operandi & action taken	Recovery (lakh)	Amount written off	Provision	Remarks	FMR number
				it was confirmed that the Branch in charge Ms. Prathya K M during her joint operations of the strong room on different dates had very skilfully had diverted the attention of the joint custodian and deftly stolen the packets from the strong room and taken it outside with the intention of enriching herself illegally thereby rendering loss for the company.					
40	KARMANG HAT	30-09-2024/ 15-10-2024	0.95	Gold coated ornaments manufactured with other materials mixed in and which are unidentifiable through normal appraising methods are used and done with the sole intention of making quick money . The same was identified only when subjected to vigorous appraisal during the audit that it is spurious in nature.	0.95	0	0.00	Under investigation FMR-3 Updated on 25-10-2024; Full amount recovered	THI002122 02404-0020

Sr. no	Branch	Date of detection / date of reporting to rbi	Amount (in lakh)	Modus Operandi & action taken	Recovery (lakh)	Amount written off	Provision	Remarks	FMR number
41	KAVERIPATTINAM	09-10-2024/ 22-10-2024	21.16	The customer in collusion with branch staff falsified the accounts, cheated and misappropriated the funds of the company by staff making intentionally false net weights and non deduction of other materials weight, all in all through wrong and false appraisal of the items and the customer deceiving in order to gain undue advantage for the customer and the employees and thereby making the company cope with substantial loss	13.92	0	11.26	Under investigation FMR - 3 updated on 08-11-2024; Recovery - 3.71 Lakhs FMR -3 updated on 03-09-2025; Recovery 2.82 Lakhs Total Recovery - 11.41 Lakhs FMR - 3 Updated on 31.12.2025; Present Recovery - 2.51 Lakhs Total Recovery - 13.92 Lakhs	THI002122 02404-0021
42	YEMMIGANUR	30-10-2024/ 13-11-2024	48.74	Group of customers colluded with staff, pledged spurious ornaments and availed loans. As the ornaments were skillfully made with the sole purpose of availing loans which was pledged in the name of different	16.19	0	32.55	FIR registered against the accused as Cr. 219/2024 of Yemmiganur Town PS FMR -3 updated on 13-12-2024. Recovery of Rs 1.86 Lakhs from customers. Total Recovery 6.63 Lakhs. FMR - 3 updated on 19-	THI002122 02404-0022

Sr. no	Branch	Date of detection / date of reporting to rbi	Amount (in lakh)	Modus Operandi & action taken	Recovery (lakh)	Amount written off	Provision	Remarks	FMR number
				customers on different dates. The actual nature of the gold was not detected during the preliminary appraisal. It was identified in the special audit after the current auditor suspected the nature of the gold due to the pledging of similar items continuously.				12-2024. Recovery of Rs 9.56 Lakhs from customers. Total Recovery 16.19 Lakhs	
43	ARUPPUK OTTAI - 2	06-11-2024/ 15-11-2024	8.82	Customer availed loans by pledging jewellery having delicate designery. Since it was deeply fabricated item which is intended for the sole purpose of pledging and cheating, the normal appraisal methods did not bear any results during the initial appraisal and later in the initial audit. Only when deeply appraised, the true nature was known	8.82	0	0.00	CSR Registered FMR - 3 Updated on 31.12.2025; Insurance - 827507/- Staff Recovery - 54143/-	THI002122 02404-0023
44	ROYAPURAM	06-11-2024/21-11-2024	2.92	Gold coated ornaments manufactured with other materials mixed in and which are unidentifiable	2.92	0	0.00	CSR Registered, Complaint under Negotiable instruments Act filed for	K6892403-0005

Sr. no	Branch	Date of detection / date of reporting to rbi	Amount (in lakh)	Modus Operandi & action taken	Recovery (lakh)	Amount written off	Provision	Remarks	FMR number
				through normal appraising methods are used and done with the sole intention of making quick money . The same was identified only when subjected to vigorous appraisal during the audit that it is spurious in nature.				dishonoured cheque issued towards settling the loss, Pending for Trial (CC58/2025, JFCM Thiruvattiyur) FMR - 3 Updated on 30-07-2025; Recovery from staff - 0.40 Lakhs; Insurance - 2.52 Lakhs	
45	MANALI	08-11-2024/21-11-2024	3.05	Gold coated ornaments manufactured with other materials mixed in and which are unidentifiable through normal appraising methods are used and done with the sole intention of making quick money . The same was identified only when subjected to vigorous appraisal during the audit that it is spurious in nature.	3.05	0	0.00	Under investigation FMR - 3 Updated on 23-12-2025; Insurance amount - 265288/-; Staff Recovery - 39712/-	K6892403-0006
46	WATRAP	19-11-2024/02-12-2024	2.25	Customer deceitfully pledged spurious ornaments and availed loan from the company. As a	2.25	0	0.00	Under investigation FMR - 3 Updated on 07-02-2025; Full amount recovered from	K6892403-0007

Sr. no	Branch	Date of detection / date of reporting to rbi	Amount (in lakh)	Modus Operandi & action taken	Recovery (lakh)	Amount written off	Provision	Remarks	FMR number
				thick layer of gold was coated over the ornaments, it could not be identified in the preliminary appraisal at the time of the pledge. Only upon the thorough gold audit, it was known to be spurious.				the customer and account closed	
47	PARAMAK UDI 2	21-11-2024/ 03-12-2024	4.35	Customer deceitfully pledged spurious ornaments and availed loan from the company. As a thick layer of gold was coated over the ornaments, it could not be identified in the preliminary appraisal at the time of the pledge. Only upon the thorough gold audit, it was known to be spurious.	4.25	0.1	0.00	CSR Registered FMR - 3 updated on 20-12-2025; Insurance amount received - 395450/- Staff recovery - 30000/- Written off - 9550/-	K6892403-0008
48	K.R. PURAM	06-12-2024/14-12-2024	3.06	Mr. Mubarak Pasha and Imthiaz colluded together with common intention, deceitfully pledged spurious gold and thereby fraudulently	2.73	0.33	0.00	Under investigation FMR - 3 Updated on 22-12-2025; Insurance - 255133/- Staff Recovery - 18000/- Written off - 32367/-	K6892403-0009

Sr. no	Branch	Date of detection / date of reporting to rbi	Amount (in lakh)	Modus Operandi & action taken	Recovery (lakh)	Amount written off	Provision	Remarks	FMR number
				obtained and obtained loan from the company which resulted in a loss of Rs. 305500 for the company					
49	ATHEBELE	14-12-2024/20-12-2024	1.63	On 06.06.2024, customer named Govardhan. N, pledged a ring having gross weight of 12.3 grams vide Gold Loan No. 8023 and advanced an amount of Rs. 55,000/- from our Athebele branch. Subsequently on 08.06.2024 Govardhan pledged a locket having gross weight of 23.7 grams vide Gold Loan No. 8028 and availed a loan for Rs. 1, 08,000/- from the same branch. In the meanwhile, it is known from some of the nearby NBFCs that the said customer Mr. Govardhan has pledged certain spurious ornaments in such companies and fraudulently	1.63	0	0.00	Under investigation FMR - 3 Updated on 25-06-2025. Insurance amount received - 123324 Staff Recovery - 39676 Accounts fully settled.	K6892403-0010

Sr. no	Branch	Date of detection / date of reporting to rbi	Amount (in lakh)	Modus Operandi & action taken	Recovery (lakh)	Amount written off	Provision	Remarks	FMR number
				advanced loans from them. Upon the information, on 14.12.2024, an internal audit was conducted in the branch and it was found and reported that the aforesaid ring and locket pledged by Govardhan was spurious. As a thick layer of gold was coated over the ornaments, it could not be identified in the preliminary appraisal at the time of the pledge. Only upon the thorough gold audit it was known to be spurious.					
50	KULASHEKARA	09-12-2024/27-12-2024	14.46	On 02.12.2024, a group of persons including some of our customers organized in front of the branch and demanded the allegedly gold pledged in our branch on the basis of manual DPN available with them, allegedly provided by the	0	0	14.46	CSR Registered, Proceeding with filing a private complaint	K6892403-0011

Sr. no	Branch	Date of detection / date of reporting to rbi	Amount (in lakh)	Modus Operandi & action taken	Recovery (lakh)	Amount written off	Provision	Remarks	FMR number
				employees, who are not in our rolls anymore. As per the manual DPNs shown by them, the branch did not have any loans either in the name nor the amount. An audit was arranged at the branch based on the complaints received at the branch. From the audit it was observed that Ms Kavitha, ex Branch in charge and ex – joint custodian Ms Karthika along with the ex RE – Sujin during their employment had committed various malpractices such as not pledging the customers gold in their name and providing manual DPNs instead of system generated DPNs, wherein they had misappropriated additional amount and keeping the pledges in their acquaintances					

Sr. no	Branch	Date of detection / date of reporting to rbi	Amount (in lakh)	Modus Operandi & action taken	Recovery (lakh)	Amount written off	Provision	Remarks	FMR number
				name and also received payments from the customers directly and provided fake receipts. Claims are approximate made for Rs 3091597/-, also these claims are made after a long period and hence the customers involvement is also suspected. Hence a complaint was registered in the DSP office, Thuckalay to initiate investigation and bring out the facts.					
51	NAGERCO IL	18-12-2024/30-12-2024	8.7	The customer deceitfully pledged spurious gold ornaments and fraudulently availed and advanced loan from the company	8.7	0	0.00	CSR Registered FMR -3 Updated on 18-01-2025. Account fully closed. Present recovery 6.33 Lakhs.	K6892403-0012
52	KAIPATTO OR	02-01-2025/09-01-2025	1.06	The customer deceitfully pledged spurious gold ornaments and fraudulently availed and advanced loan from the company sustained a total loss of Rs. 1,05,500/-.	0.87	0.19	0.00	Under investigation FMR - 3 Updated on 30-08-2025; Insurance - 0.73 Lakhs, Staff Recovery - 0.14 Lakhs	K6892504-10001

Sr. no	Branch	Date of detection / date of reporting to rbi	Amount (in lakh)	Modus Operandi & action taken	Recovery (lakh)	Amount written off	Provision	Remarks	FMR number
53	TADIPATRI -KADAPA ROAD	30-12-2024/14-01-2025	1.19	The customer deceitfully pledged spurious gold ornaments and fraudulently availed and advanced loan from the company sustained a total loss of Rs. 119449/-.	1.19	0	0.00	Under investigation FMR - 3 Updated on 17-04-2025. Total amount recovered from the customer.	K6892504-10002
54	CHAMUNDIPURAM	31-12-2024/15-01-2025	3.08	The customer deceitfully pledged spurious ornaments and fraudulently availed and advanced loan from the company , thereby company sustaining a loss of Rs.308463	3.08	0	0.00	Under investigation FMR - 3 Updated on 28-08-2025; Insurance - 2.69 Lakhs; Staff - 0.39 Lakhs	K6892504-10003
55	NARSAPUR	30-12-2024/16-01-2025	10.66	The branch staff colluded with customers to deceitfully pledge counterfeit ornaments and fraudulently advanced company funds. Additionally, they conspired with customers to misappropriate company resources by making false entries into the system, which led to the approval of	7.45	0	7.93	FIR registered against the accused as Cr.35/2025 of Narsapur PS FMR - 3 updated on 21-03-2025; Present recovery - 5.45 Lakhs; Total Recovery ; 7.45 Lakhs	K6892504-10004

Sr. no	Branch	Date of detection / date of reporting to rbi	Amount (in lakh)	Modus Operandi & action taken	Recovery (lakh)	Amount written off	Provision	Remarks	FMR number
				excessive finance for the customers. It was also discovered that the branch head sanctioned several fraudulent loans, resulting in disproportionate financial disbursements to multiple customers. As a consequence of these fraudulent transactions, the company incurred a total loss of Rs. 10, 66,487.					
56	WEST MOGAPPA IR	04-01-2025/18-01-2025	8.36	As a thickly coated layer of gold was around the ornaments, the nature of the ornaments could not be detected in the primary audit. The nature of the ornaments could be identified only on deep cutting and requires the consent of the customer, if it is within the loan tenure period. Later the spurious nature was identified through deep cut as part of the pre - auction audit since the accounts had	8.36	0	0.00	CSR Registered FMR - 3 Updated on 24-12-2025; Insurance - 781190/- Staff Recovery - 54424/-	K6892504-10005

Sr. no	Branch	Date of detection / date of reporting to rbi	Amount (in lakh)	Modus Operandi & action taken	Recovery (lakh)	Amount written off	Provision	Remarks	FMR number
				exceeded the loan tenure period.					
57	MATHIKERE	07-01-2025/23-01-2025	2.27	on 06-01-25, Mr Sunil requested for a takeover of his gold loan from another nbfc , after verifying the related documents an amount of Rs. 227360- was transferred to his bank account. Instead of settling the existing loan at the other nbfc and providing the ornaments to our branch to pledge, he misused the amount. He neither provided the gold ornaments nor returned the amount back to us.	0	0	0.00	FIR Registered	K6892504-10006
58	HOSAKOTE	15-01-2025/ 24-01-2025	3.38	The customer deceitfully pledged spurious - gold coated ornaments and fraudulently availed and advanced loan from the company.	3.38	0	0.00	Under investigation FMR - 3 updated on 13-03-2025; present recovery 1.86 Lakhs and total recovery 2.32 Lakhs. FMR - 3 updated on 06-08-2025; present recovery :- Insurance - 0.51	K6892504-10007

Sr. no	Branch	Date of detection / date of reporting to rbi	Amount (in lakh)	Modus Operandi & action taken	Recovery (lakh)	Amount written off	Provision	Remarks	FMR number
								Lakhs; staff recovery - 0.55 Lakhs and total recovery - 3.38 Lakhs	
59	ELURU POWERPET	20-01-2025/31-01-2025	11.9	Branch Manager Mr. Pagadala Ananda Samuel and Joint Custodian Mr. Pasupuleti Anand Kumar conspired with customers Pagadala Ajay Kumar and Nalluri Rajesh to pledge spurious gold with the company through deception. They also misappropriated 135 grams of gold from the company's strong room, resulting in a substantial financial loss of Rs. 11,89,800 (loan principal) to the company.	0	0	11.90	Under investigation	K6892504-10008
60	ONGOLE-KURNOOL ROAD	23-01-2025/04-02-2025	2.63	Gold coated ornaments manufactured with other materials mixed in and which are unidentifiable through normal appraising methods are used and done with the sole intention of making quick money. The	2.63	0	0.00	FMR - 3 Updated on 05-08-2025; Full amount recovered from customer - 2.63 Lakhs	K6892504-10009

Sr. no	Branch	Date of detection / date of reporting to rbi	Amount (in lakh)	Modus Operandi & action taken	Recovery (lakh)	Amount written off	Provision	Remarks	FMR number
				same was identified only when subjected to vigorous appraisal during the audit that it is spurious in nature.					
61	VIDYANAGAR	24-01-2025/05-02-2025	1.31	Ayub Pasha intentionally pledged spurious gold by deceitfully representing it as pure gold, thereby inducing the company to advance a loan and fraudulently obtaining the loan, which caused a loss of Rs. 1,31,132 to the company and, in doing so, cheated the company.	1.31	0	0.00	Under investigation FMR - 3 Updated on 07-08-2025; Insurance - 0.91 Lakhs; Staff recovery - 0.40 Lakhs	K6892504-10010
62	VELUR	27-01-2025/10-02-2025	4.96	Sagunthaladevi intentionally pledged spurious ornaments along with gold ornaments under deceitful representation regarding their purity, thereby inducing the company to sanction a loan, which resulted in the loss of Rs.496307	4.96	0	0.00	FMR - 3 Updated on 25-07-2025. Full amount recovered from the customer.	K6892504-10011
63	HSR LAYOUT	01-02-2025/ 12-02-2025	2.90	The customer intentionally pledged spurious gold by deceitfully	2.9	0	0.00	Under investigation FMR -3 Updated on 08-	K6892504-10012

Sr. no	Branch	Date of detection / date of reporting to rbi	Amount (in lakh)	Modus Operandi & action taken	Recovery (lakh)	Amount written off	Provision	Remarks	FMR number
				representing it as pure gold, thereby inducing the company to advance loans and fraudulently obtaining the loans, which caused a loss of Rs. 290000 to the company and, in doing so, cheated the company.				08-2025. Recovery insurance - 2.34 Lakhs; Staff - 0.56 Lakhs. Total Recovery - 2.90 Lakhs.	
64	VIDYANAGAR	22-02-2025/ 06-03-2025	0.82	Mohammed Adil intentionally pledged spurious gold by deceitfully representing it as pure gold, thereby inducing the company to advance a loan and fraudulently obtaining the loan, which caused a loss of Rs. 82000 to the company and, in doing so, cheated the company.	0.82	0	0.00	Under investigation FMR - 3 Updated on 19-08-2025; Insurance - 0.49 Lakhs; Staff recovery - 0.33 Lakhs	K6892504-10013
65	KUPPAM TOWN	24-02-2025/07-03-2025	2.40	G Srikanth pledged the articles in the branch by making a false declaration that the said ornaments are genuine, and thereby dishonestly induced the company to advance loan, which caused a	2.23	0.17	0.00	Under investigation FMR - 3 Updated on 24-12-2025; Insurance - 198615/- Staff - 24524/- Written off - 16861/-	K6892504-10014

Sr. no	Branch	Date of detection / date of reporting to rbi	Amount (in lakh)	Modus Operandi & action taken	Recovery (lakh)	Amount written off	Provision	Remarks	FMR number
				loss of Rs 240000.					
66	MALLESH WARAM	28-02-2025/11-03-2025	1.6	Mr. Prabir Poddar intentionally pledged spurious gold by deceitfully representing it as pure gold, thereby inducing the company to advance a loan and fraudulently obtaining the loan, which caused a loss of Rs. 160300 to the company and, in doing so, cheated the company.	1.6	0	0.00	Under investigation FMR - 3 updated on 12-08-2025; Recovery - Insurance : 1.20 Lakhs Staff: 0.40 Lakhs Total Recovery - 1.60 Lakhs	K6892504-10015
67	MANDIPET	08-03-2025/ 19-03-2025	0.92	Customers deceitfully pledged spurious gold and thereby fraudulently obtained and advanced loan from the company which resulted in a loss of Rs 92272/- to the company.	0.92	0	0.00	Under investigation FMR - 3 Updated on 13-08-2025; Insurance - 0.22 Lakhs; Staff - 0.33 Lakhs Total recovery - 0.55 Lakhs FMR - 3 Updated on 27-11-2025; GL – 77005397 – Amount 37107/- closed by the customer.	K6892504-10016
68	CANTONMENT-TRICHY	10-03-2025/ 20-03-2025	1.4	Customers deceitfully pledged spurious gold and thereby fraudulently obtained and	1.34	0.06	0.00	Under investigation FMR - 3 Updated on 21-08-2025; Insurance - 0.99	K6892504-10017

Sr. no	Branch	Date of detection / date of reporting to rbi	Amount (in lakh)	Modus Operandi & action taken	Recovery (lakh)	Amount written off	Provision	Remarks	FMR number
				advanced loan from the company which resulted in a loss of Rs 140000/- to the company.				Lakhs; Staff Recovery - 0.35 Lakhs Written Off - 0.06 Lakhs	
69	MOGALTURU	21-03-2025/ 03-04-2025	30.83	During the audit, the auditor discovered that 29 GL packets in 13 customers name were spurious. Further investigation revealed that Mr. Thota Koteswar Rao and Mr. Kondeti Murali Krishna colluded with customers to deliberately pledge these spurious ornaments, which were easily identifiable as such. In order to carry out these transactions, they made fake entries in the system to commit fraud and misappropriate money from the company. As a result of the aforementioned transactions, the company sustained a total loss of Rs. 30,83,091/-.	13.9	0	16.93	Under investigation FMR - 3 updated on 13-09-2025; Recovery - 13.90 Lakhs	K6892501-10002

Sr. no	Branch	Date of detection / date of reporting to rbi	Amount (in lakh)	Modus Operandi & action taken	Recovery (lakh)	Amount written off	Provision	Remarks	FMR number
70	NARASAPURAM	20-03-2025/ 04-04-2025	18.57	Mr. Yerragunta Sankara subbarao and Pothula Vamsi saikrishna being the custodians entrusted with valuables of the company, colluded together and misappropriated the gold ornaments and the company sustained a total loss of Rs. 3395539 which is the market value of the ornaments found misappropriated by them , ornaments having gross weight of 377 grams pledged against 8 gold loans for a total loan amount of Rs. 1857309	1.65	0	16.92	FIR Registered 1.65 Lakhs recovered during the time FMR-1 reporting.	K6892501-10001
71	R C ROAD	28-03-2025/08-04-2025	0.98	Mr. Kirana B N intentionally pledged spurious gold by deceitfully representing it as pure gold, thereby inducing the company to advance a loan and fraudulently obtaining the loan, which caused a loss of Rs. 97817 to the company and, in doing so,	0.79	0.19	0.00	Under investigation FMR - 3 Updated on 11.12.2025; Insurance amount received 60627/- Recovery from staff - 18000/- Written off - 19190/-	K6892501-10003

Sr. no	Branch	Date of detection / date of reporting to rbi	Amount (in lakh)	Modus Operandi & action taken	Recovery (lakh)	Amount written off	Provision	Remarks	FMR number
				cheated the company.					
72	MUTHANALLUR	28-03-2025/09-04-2025	3.28	Chakali Vannur Swami and Chakali Prakash colluded together and intentionally pledged spurious gold after making false representations regarding the purity of the gold and thereby deceitfully induced the company to advance loan and fraudulently obtained the loan from the company which resulted in a total loss of Rs. 3,27,800/- to the company.	3.28	0	0.00	Under investigation FMR - 3 Updated on 23-12-2025; Insurance amount - 273254/-; Staff Recovery - 54546/-	K6892501-10004
73	SANGAREDDY	03-04-2025/ 16-04-2025	2.38	Mr. Ashraf intentionally pledged spurious gold by making deceitful representations and thereby induced the company to advance loan and fraudulently availed loan, which caused a loss of Rs. 2,38,346/- to the company in terms of principal amount advanced alone.	1.8	0.58	0.00	Under investigation FMR - 3 Updated on 20-08-2025; Insurance - 1.70 Lakhs; Staff - 0.10 Lakhs Total Recovery - 1.80 Lakhs Written off - 0.58 Lakhs	K6892501-10005

Sr. no	Branch	Date of detection / date of reporting to rbi	Amount (in lakh)	Modus Operandi & action taken	Recovery (lakh)	Amount written off	Provision	Remarks	FMR number
74	ARSIKERE	25-04-2025/ 07-05-2025	1.92	Ms Manjula intentionally pledged spurious gold by making deceitful representations and thereby induced the company to advance loan and fraudulently availed loan, which caused a loss of Rs. 192000/- to the company in terms of principal amount advanced alone.	0	0	1.92	Under investigation	K6892501-10006
75	JAGADHGIRI GUTTA	23-04-2025/23-05-2025	29.66	On 09/04/2025, Mr. Ratnala Srinivas approached our Jagadhgirigutta branch for gold loan by means of takeover loan from another NBFC after submitting all necessary documents including loan application, cheque and dpn of the existing loan, bank details etc. After verification of the documents and the dpn an amount of Rs. 2966000/- was transferred to the Bank account of the customer for further	0.66	0	0.00	Complaint under Negotiable Instruments Act filed for dishonour of cheque issued to settle the loss	K6892501-10007

Sr. no	Branch	Date of detection / date of reporting to rbi	Amount (in lakh)	Modus Operandi & action taken	Recovery (lakh)	Amount written off	Provision	Remarks	FMR number
				procedures to take over the loan adhering to the proper take over procedures of the company. But, due to some issues, bank did not accept the closure. The branch did not receive the ornaments for making the loan. But the customer returned 66,000/- and provided additional cheques towards the balance 29 lakhs and gave an assurance by an affidavit that the amount will be returned by 16.05.2025 through the cheques given by him. As assured by the customer, the cheque was presented on that date and after a day the cheque got returned for insufficient balance. The customer neither brought any alternative gold or amount and could not be contacted after					

Sr. no	Branch	Date of detection / date of reporting to rbi	Amount (in lakh)	Modus Operandi & action taken	Recovery (lakh)	Amount written off	Provision	Remarks	FMR number
				this. As such, this was classified as fraud and a complaint was registered at Jagadhgirigutta Police station on 19/5/2025. Difference amount after recovery, Rs 29,00,000/- accounted in loss on fraud account.					
76	WILSON GARDEN	16-05-2025/27-05-2025	4.59	Mr. Kishor Kumar K and Arun Kumar R colluded together with common intention, deceitfully pledged spurious gold and thereby fraudulently obtained and obtained loan from the company which resulted in a loss of Rs. 458706 for the company	0	0	4.59	Under investigation	K6892501-10008
77	CHARKOP	23-05-2025/05-06-2025	4.81	Mr. Saran R Thevar, in collusion with Rupa Radhagovinda Sahu, Baby Manoharan Nadar of Charkop branch, and customers Rakshith Ramesh Poojari and Rupesh	4.81	0	0.00	FMR - 3 Updated on 26-07-2025. Full amount recovered from Saran Radhakrishna Thevar	K6892501-10009

Sr. no	Branch	Date of detection / date of reporting to rbi	Amount (in lakh)	Modus Operandi & action taken	Recovery (lakh)	Amount written off	Provision	Remarks	FMR number
				Koniram Gujar, conspired to misappropriate company funds. They unlawfully disposed of ornaments pledged as collateral for gold loans and fraudulently closed the loans 517091266-517090943 in the system by making false entries, without actually recovering the amounts due to the company. As a result of these actions, the company incurred a total loss of ₹4,81,380. A formal complaint against the individuals involved was filed at the Charkop Police Station on 29.05.2025.					
78	VASAI EAST	02-07-2025/16-07-2025	2.1	Mr. Peter John Fernandez in collusion with the employees, Sudesh Gopal Tiroadkar and Aditya Pankaj Gupta, fraudulently availed loan from the company, upon deceitful representations,	0	0	2.10	Under investigation	K6892502-10001

Sr. no	Branch	Date of detection / date of reporting to rbi	Amount (in lakh)	Modus Operandi & action taken	Recovery (lakh)	Amount written off	Provision	Remarks	FMR number
				cheated the company and they had jointly committed criminal breach of trust by dishonestly misappropriating the funds of the company and thereby the company sustained a loss of Rs, 2,10,000/- being the principal amount advanced alone.					
79	ANAKKARA	04-08-2025/28-08-2025	5.62	Earlier this month, Ms. Soji Thomas approached our Anakkara Branch and informed that she had entrusted gold ornaments on various occasions over the years to Mr. Rajesh, the former Branch Head. She stated that Mr. Rajesh received the gold under the pretense of pledging the same with the company and claimed to have disbursed loans to her against these ornaments. However, preliminary internal verification has	0	0	6.37	FIR Registered, Claim Petition filed for interim custody of gold seized from Anakkara branch. FMR - 3 Updated on 20-09-2025; Based on the customer complaint, the police seized 3GL packets numbered 40422, 40788, and 40947, along with a single item from GL No. 41028. A loss amount of Rs.5.62 lakhs has been recorded, and a provision amount of Rs.6.37 lakhs has been added	K6892502-10002

Sr. no	Branch	Date of detection / date of reporting to rbi	Amount (in lakh)	Modus Operandi & action taken	Recovery (lakh)	Amount written off	Provision	Remarks	FMR number
				revealed that no such loans were recorded in our systems. It is pertinent to note that Mr. Rajesh was under suspension from service due to various procedural violations. Subsequently, other members of the public have approached the Anakkara Branch seeking clarification regarding the status of gold ornaments they claim to have entrusted with Mr. Rajesh under similar circumstances. In addition, some individuals have alleged that Mr. Rajesh collected money from them on the pretext of investing in the company's debentures. These transactions were reportedly made either in cash or transferred directly to his personal account, while misusing his official					

Sr. no	Branch	Date of detection / date of reporting to rbi	Amount (in lakh)	Modus Operandi & action taken	Recovery (lakh)	Amount written off	Provision	Remarks	FMR number
				designation and the company's name. The complainants have also presented forged documents and fake receipts purportedly issued in the name of the company, which upon verification, were found to have no corresponding records in our official systems—either in the form of loans or debenture investments. In light of the above and to prevent any further damage to the company's reputation, a police complaint has been lodged with the Law Enforcement Authorities against Mr. Rajesh. The complaint pertains to acts of forgery, cheating, criminal breach of trust, and other cognizable offences, requesting a					

Sr. no	Branch	Date of detection / date of reporting to rbi	Amount (in lakh)	Modus Operandi & action taken	Recovery (lakh)	Amount written off	Provision	Remarks	FMR number
				thorough investigation into the matter. No financial loss to the company as of now.					
80	PERUVEMBA	13-08-2025/ 12-09-2025	0	On 13.08.2025, one Ms. Shini Mohandas approached our Peruvemba branch to know the status of her existing gold loan, with a handwritten loan receipt said to have issued by Ranjeesh. Upon checking the loan details in our system, it was found that no such loan was made with our company and the loan receipt issued was forged by Ranjeesh. It has come to our information that Mr Ranjeesh had fraudulently collected around 901.94 grams of gold from Shiny in the pretext of pledging with our company and pledged the said ornaments with some other NBFC and transferred around 30 Lakhs rupees to Shiny from his personal bank	0	0	0.00	Complaint Registered. FIR lodged on the complaint filed by the Victim	K6892502-10003

Sr. no	Branch	Date of detection / date of reporting to rbi	Amount (in lakh)	Modus Operandi & action taken	Recovery (lakh)	Amount written off	Provision	Remarks	FMR number
				account. It is pertinent to note that Mr. Ranjeesh was already dismissed from service due to various procedural violations on 17.04.2025. In light of the above and to prevent any further damage to the company's reputation, a police complaint has been lodged with the Law Enforcement Authorities against Mr. Ranjeesh. The complaint pertains to acts of forgery, cheating, criminal breach of trust, and other cognizable offences, requesting a thorough investigation into the matter.					
81	J P NAGAR	19-09-2025/ 27-09-2025	1.31	Mr Lokesha D intentionally pledged spurious gold by making deceitful representations and thereby induced the company to advance loan and fraudulently availed loan,	0	0	1.31	Under investigation	K6892502-10004

Sr. no	Branch	Date of detection / date of reporting to rbi	Amount (in lakh)	Modus Operandi & action taken	Recovery (lakh)	Amount written off	Provision	Remarks	FMR number
				which caused a loss of Rs. 130513/- to the company in terms of principal amount advanced alone.					
82	SAMAYAN ALLUR	29-09-2025/ 08-10-2025	1.6	Kanimozhi Sivakumar, deceitfully pledged spurious gold and thereby fraudulently obtained and advanced loan from the company which caused a loss of Rs1,60,000/- to the company on account of the principal amount advanced alone and cheated the company. As a thick layer of gold was coated over the ornament, it could not be identified in the preliminary appraisal at the time of the pledge. Only upon the thorough gold audit, it was known to be spurious gold.	1.6	0	0.00	FMR - 3 Updated on 29-10-2025; Full amount recovered from the customer and account closed.	K6892503-10001
83	BHARATH ANNOOR	29-09-2025/13-10-2025	1	On 03.09.2025, customer named Arya K R, pledged two bangles having gross weight of 15.91 grams vide Gold Loan	0	0	1.00	Under investigation	K6892503-10002

Sr. no	Branch	Date of detection / date of reporting to rbi	Amount (in lakh)	Modus Operandi & action taken	Recovery (lakh)	Amount written off	Provision	Remarks	FMR number
				No. 25146 and advanced an amount of Rs. 1, 00,000/- from our Bharathannoor branch. In the meanwhile, it is known from some of the nearby NBFCs that the said customer Ms. Arya K R has pledged certain spurious ornaments in such companies and fraudulently advanced loans from them. Upon the information, on 29.09.2025, an internal audit was conducted in the branch and it was found and reported that the aforesaid bangles pledged by Arya was spurious. As a thick layer of gold was coated over the ornaments, it could not be identified in the preliminary appraisal at the time of the pledge. Only upon the thorough gold audit it was known to be					

Sr. no	Branch	Date of detection / date of reporting to rbi	Amount (in lakh)	Modus Operandi & action taken	Recovery (lakh)	Amount written off	Provision	Remarks	FMR number
				spurious.					
84	DINDOLI	06-10-2025/15-10-2025	1.22	Mr Santu Pandit intentionally pledged spurious gold by making deceitful representations and thereby induced the company to advance loan and fraudulently availed loan, which caused a loss of Rs. 122000/- to the company in terms of principal amount advanced alone.	0	0	1.22	Under investigation	K6892503-10003
85	KALLIDAIKURICHI	24-10-2025/06-11-2025	40.8	Branch Manager, Mr. R. Manikandan, colluded with other staff members and took 8 packets, with an outstanding loan balance of Rs. 4,079,700, from the safe room on 17.10.2025 and 18.10.2025. The total market value of the gold is Rs. 8,330,256. Following the discovery of this fraudulent activity, Manikandan attempted suicide and was hospitalized in critical condition. After the incident, 4	0	0	40.80	FIR registered	K6892503-10004

Sr. no	Branch	Date of detection / date of reporting to rbi	Amount (in lakh)	Modus Operandi & action taken	Recovery (lakh)	Amount written off	Provision	Remarks	FMR number
				packets were returned by other staff members. All staff involved are currently under suspension. As per the police's advice, all transactions in these accounts have been frozen, and the recovered packets will be seized by the police as evidence for further investigation.					
86	TML-THENGAPATTANAM	31-10-2025/12-11-2025	0	Mrs. S. Bindu, Branch Manager of the Thengapattanam branch has been involved in significant fraudulent activities, including misappropriating gold ornaments and cash entrusted by customers. She issued forged loan receipts to customers, and used the misappropriated funds for personal benefit. Complaints from several customers revealed that Bindu had issued fake loan	0	0	0.00	No direct loss to the company. Case filed	K6892503-10005

Sr. no	Branch	Date of detection / date of reporting to rbi	Amount (in lakh)	Modus Operandi & action taken	Recovery (lakh)	Amount written off	Provision	Remarks	FMR number
				receipts and kept payments made directly to her off the books, including large sums like Rs. 1,08,097 from Subitha S. and Rs. 1,58,329 from Renjith. Other customers, such as Suja and Vinitha, also reported receiving forged receipts and not seeing their gold pledged as promised. Further enquiry revealed that Bindu personally visited customers, issued fraudulent handwritten receipts, and concealed the activities outside the company's system. For the above irregularities, Bindu has been suspended while a domestic inquiry is underway. The company has filed a complaint against her at the SP office. It includes serious offences like cheating, breach of trust, forgery and using					

Sr. no	Branch	Date of detection / date of reporting to rbi	Amount (in lakh)	Modus Operandi & action taken	Recovery (lakh)	Amount written off	Provision	Remarks	FMR number
				company name and for bringing disrepute to the company. As of now there is no direct loss, but only on detailed investigation by the law enforcement agency, there will be a clear picture and if any direct loss is found, it will be updated.					
87	KAR-BOMMANA HALLI	05-11-2025/15-11-2025	3.3	On November 5, 2025, an internal audit was conducted at the BTM Layout branch, during which it was found that the ornaments pledged by Mr. Raghavendra were spurious. Subsequently, it was observed that he had also availed loans from the Bommanahalli branch. Upon detailed appraisal of the pledged ornaments on November 5, 2025, through deep cutting carried out during the internal audit, these ornaments were also confirmed to be spurious.			3.30	Under investigation	K6892503-10006

Sr. no	Branch	Date of detection / date of reporting to rbi	Amount (in lakh)	Modus Operandi & action taken	Recovery (lakh)	Amount written off	Provision	Remarks	FMR number
				Although the nature of most of the ornaments pledged at both the BTM Layout and Bommanahalli branches was easily detectable during preliminary appraisal, the concerned appraisers and the Branch Manager failed to identify or report the same and instead collusively and fraudulently advanced money against spurious gold. Furthermore, during an earlier audit, Mr. Thangapandian also failed to report the true nature of the ornaments pledged at the BTM Layout branch. Hence, it is evident that the aforementioned staff members — Mr. Vijay S, Mr. Darshan H.M, Mr. Nishanth H.M, Ms. Chaitra B, and Mr. Thangapandian — colluded with					

Sr. no	Branch	Date of detection / date of reporting to rbi	Amount (in lakh)	Modus Operandi & action taken	Recovery (lakh)	Amount written off	Provision	Remarks	FMR number
				the customer, Mr. Raghavendra, to fraudulently pledge spurious gold ornaments and avail loans from both branches (Bommanahalli – ₹3,29,688 and BTM Layout – ₹6,30,980), thereby causing a total financial loss of ₹9,60,668 to the company, representing the principal amount advanced.					
88	KAR-BTM LAYOUT	05-11-2025/15-11-2025	6.31	On November 5, 2025, an internal audit was conducted at the BTM Layout branch, during which it was found that the ornaments pledged by Mr. Raghavendra were spurious. Subsequently, it was observed that he had also availed loans from the Bommanahalli branch. Upon detailed appraisal of the pledged ornaments on November 5, 2025, through deep cutting carried out during the	0	0	6.31	Under investigation	K6892503-10007

Sr. no	Branch	Date of detection / date of reporting to rbi	Amount (in lakh)	Modus Operandi & action taken	Recovery (lakh)	Amount written off	Provision	Remarks	FMR number
				internal audit, these ornaments were also confirmed to be spurious. Although the nature of most of the ornaments pledged at both the BTM Layout and Bommanahalli branches was easily detectable during preliminary appraisal, the concerned appraisers and the Branch Manager failed to identify or report the same and instead collusively and fraudulently advanced money against spurious gold. Furthermore, during an earlier audit, Mr. Thangapandian also failed to report the true nature of the ornaments pledged at the BTM Layout branch. Hence, it is evident that the aforementioned staff members — Mr. Vijay S, Mr. Darshan H.M, Mr.					

Sr. no	Branch	Date of detection / date of reporting to rbi	Amount (in lakh)	Modus Operandi & action taken	Recovery (lakh)	Amount written off	Provision	Remarks	FMR number
				Nishanth H.M, Ms. Chaitra B, and Mr. Thangapandian — colluded with the customer, Mr. Raghavendra, to fraudulently pledge spurious gold ornaments and avail loans from both branches (Bommanahalli – ₹3,29,688 and BTM Layout – ₹6,30,980), thereby causing a total financial loss of ₹9,60,668 to the company, representing the principal amount advanced.					
89	GUJ-HIRABAUG H-SURAT	19-09-2025/28-11-2025	1.55	The customer has intentionally pledged specially manufactured spurious ornaments and thereby deceitfully induced the company to advance loan and availed loans from the company, from which the company sustained a loss of Rs. 155000/- As a thickly coated layer of gold was around the ornaments,	0	0	1.55	Under investigation	K6892503-10008

Sr. no	Branch	Date of detection / date of reporting to rbi	Amount (in lakh)	Modus Operandi & action taken	Recovery (lakh)	Amount written off	Provision	Remarks	FMR number
				the nature of the ornaments could not be detected in the primary audit. The nature of the ornaments could be identified only on deep cutting and requires the consent of the customer, if it is within the loan tenure period. Later the spurious nature was identified through deep cut as part of the pre - auction audit since the accounts had exceeded the loan tenure period.					

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

Nil.

4.23 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.

For details of the related party transactions entered during the Fiscal 2025, Fiscal 2024 and Fiscal 2023 in accordance with the requirements under Ind AS 24 "Related Party Disclosures" notified under Section 133 of the Companies Act read with the Companies (Indian Accounting Standards) Rules 2015, as amended from time to time, please refer to **Annexure IV** of this Key Information Document.

4.24 Related party transactions entered during the Fiscal 2025, Fiscal 2024 and Fiscal 2023 with regard to loans made or, guarantees given or securities provided

(₹ in lakh)

Name of Related Party	Fiscal	Loans Made	Guarantees given	Securities provided
NIL	2023	NIL	NIL	NIL

Name of Related Party	Fiscal	Loans Made	Guarantees given	Securities provided
NIL	2024	NIL	NIL	NIL
NIL	2025	NIL	NIL	NIL

Related party transactions entered during the current financial year for the period from April 1, 2025, till December 31, 2025, with regard to loans made or, guarantees given or securities provided

(₹ in lakh)

Name of Related Party	Loans Made	Guarantees given	Securities provided
NIL	NIL	NIL	NIL

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

Please refer to Section 4.25 (*Regulatory Disclosures*) of the General Information Document.

- 4.26** In case the issuer is a Non-Banking Finance Company (NBFC) and the objects of the issue entail loan to any entity who is a 'group company' then disclosures shall be made in the following format:

Please refer to Section 4.26 (*Regulatory Disclosures*) of the General Information Document.

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

- (a) A portfolio summary with regards to industries/ sectors to which borrowings have been granted by NBFCs.

Please refer to **Annexure XIII** (*ALM Disclosures*) of this Key Information Document.

- (b) Quantum and percentage of secured vis-à-vis unsecured borrowings granted by NBFCs.

Please refer to **Annexure XIII** (*ALM Disclosures*) of this Key Information Document.

- (c) Any change in promoters' holdings in NBFCs during the preceding financial year beyond the threshold specified by the Reserve Bank of India from time to time.

Please refer to **Annexure XIII** (*ALM Disclosures*) of this Key Information Document.

- 4.28** Consent of directors, auditors, bankers to issue, solicitors or advocates to the issue, legal advisors to the issue, lead managers to the issue, Registrar to the Issue, and lenders (if required, as per the terms of the agreement) and experts.

Directors	Please refer to Annexure VII of this Key Information Document in respect of the resolutions passed at the meeting of the board of directors of the Issuer
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Auditors	Not applicable
Bankers to issue	Not applicable
Debenture Trustees	The Debenture Trustee Agreement is provided in Annexure II of this Key Information Document which includes the Debenture Trustee consent letter.
Solicitors /Advocates /Legal Advisors	The company has appointed the legal counsel to the issue vide board resolution. Please refer to Section 4.8 of this Key Information Document.
Registrar	The consent letter from the Registrar is provided in Annexure X of this Key Information Document.
Merchant Banker	The consent letter from the Merchant Banker is provided in Annexure XI of this Key Information Document.
Lenders of the Issuer	The Issuer has obtained no-objection certificate from the existing lenders.
Experts	Consent of the experts as mentioned above has been obtained to the extent applicable.

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

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

The Debenture Holders shall, by signing the Application Form and without any further act or deed, be deemed to have irrevocably given their consent to and authorized the Debenture Trustee or any of their Agents or authorized officials to do, inter cilia, all such acts, deeds and things necessary in respect of or relating to the security to be created for securing the Debentures being offered in terms of the Key Information Document. All rights and remedies under the Debenture Trust Deed / Debenture Trustee Agreement and/or other security documents shall rest in and be exercised by the Debenture Trustee without having it referred to the Debenture holders. Any payment made by the Company to the Debenture Trustee on behalf of the Debenture holder(s) shall discharge the Company to that extent to the Debenture holder(s). No Debenture holder shall be entitled to proceed directly against the Company unless the Debenture Trustee, having become so bound to proceed, fails to do so.

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

4.30 If the security is backed by a guarantee or letter of comfort or any other document of a similar nature, a copy of the same shall be disclosed. In case such document does not contain the detailed payment structure (procedure of invocation of guarantee and

receipt of payment by the investor along with timelines), the same shall be disclosed in the issue document.

This issuance is backed by a personal guarantee from Mr. Mathew Muthoottu and Mrs. Nizzy Mathew, to be executed on or around the date of the Debenture Trust Deed.

4.31 Disclosure of cash flow with date of interest/dividend/ redemption payment as per day count convention

(a) ***The day count convention for dates on which the payments in relation to the non-convertible securities which need to be made, should be disclosed:***

- (i) Interest and all other charges shall accrue based on an actual/actual basis.
- (ii) 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.
- (iii) If any Due Date on which any Outstanding Principal Amounts are payable falls on a day which is not a Business Day, the payment to be made on such Due Date shall be made on the preceding Business Day.
- (iv) If the Final Redemption Date on which the Debentures are redeemed in full, falls on a day which is not a Business Day, the payment of any amounts in respect of any interest and the Outstanding Principal Amounts to be made shall be made on the preceding Business Day.

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

Please refer to the column on “*Issue Timing*” under Section 4.39 (*Summary Terms*) of this Key Information Document; and

(c) ***Cash flows emanating from the non-convertible securities shall be mentioned in the issue document, by way of an illustration:***

The cashflows emanating from the Debentures, by way of an illustration, are set out under **Annexure V** (*Illustration of Bond Cashflows*) of this Key Information Document.

4.32 Other details:

(a) **Creation of Debenture Redemption Reserve**

Pursuant to Rule 18 (7) of the Companies (Share Capital and Debentures) Rules, 2014, a non-banking financial company is not required to maintain debenture redemption reserve for debentures issued on a private placement basis.

(b) **Issue/instrument specific regulations - relevant details:**

The Debentures offered are subject to provisions of the Companies Act, SEBI NCS Regulations, SEBI LODR Regulations, Securities Contracts (Regulation) Act, 1956, as amended, the Depositories Act, 1996, as amended and rules and regulations made under these enactments. For instrument specific details, please refer to Section 4.39 (*Summary Terms*) of this Key Information Document.

(c) **Default in payment:**

On the occurrence of any Payment Default, the Issuer agrees to pay additional interest at 2% (two percent) per annum above the Interest Rate on the Outstanding Principal Amounts, commencing from the date of occurrence of a Payment Default until such Payment Default is cured or the relevant Secured Obligations are repaid, on each Interest Payment Date occurring during the aforementioned period.

(d) **Delay in listing:**

In accordance with the Chapter VII of the SEBI Master Circular, in the event there is any delay in listing of the Debentures within 3 (three) working days from the Issue Closing Date, the Company shall pay Coupon to the Debenture Holders, at a rate which is 1% (one percent) per annum (or such other rate as prescribed under Applicable Laws) over and above the Coupon Rate on the outstanding amounts for the period of delay i.e., from the date of allotment until the listing of the Debentures are completed.

(e) **Disclosure required under Form PAS-4 under Companies (Prospectus and Allotment of Securities), Rules, 2014 but not contained in this schedule, if any:**

All disclosures under Form No. PAS-4 of Companies (Prospectus and Allotment of Securities), Rules, 2014 have been set out in **Section 8**.

4.33 Details of Debt Securities Sought to be Issued

Under the purview of this Key Information Document, the Issuer intends to raise an amount of INR 460,00,00,000/- (Indian Rupees Four Hundred and Sixty Crores Only) by way of the issue of senior, secured, listed, rated, taxable, transferable, redeemable, non-convertible debentures, for cash, at par, on a private placement basis, comprising of Series I Debentures, Series II Debentures and Series III Debentures.

For further details of the Debentures, please refer to the terms and conditions of the debentures set out in Section 4.39 (*Summary Terms*) of this Key Information Document.

4.34 Issue Size

The aggregate issue size for the Debentures is INR 460,00,00,000/- (Indian Rupees Four Hundred and Sixty Crores Only).

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

Not applicable

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

The Issuer undertakes that the assets on which the charge or security to be created shall meet the 100% (one hundred percent) Security Cover or higher security cover and the consents/

permissions and no objection certificates required for creation of further pari passu charge in favour of the Debenture Trustee on the assets from the Existing Charge Holders, wherever required, have been obtained.

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

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

(i) in the purchase of any business; or

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

(A) the profits or losses of the business for each of the three financial years immediately preceding the date of the issue of the issue document; and

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

Not Applicable

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

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

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

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

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

Provided that if the number of vendors is more than five, then the disclosures as required above shall be on an aggregated basis,

specifying the immoveable property being acquired on a contiguous basis with mention of the location/total area and the number of vendors from whom it is being acquired and the aggregate value being paid. Details of minimum amount, the maximum amount and the average amount paid/ payable should also be disclosed for each immovable property.

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

Provided further that for the remaining vendors, such details may be provided on an aggregated basis in the offer document, specifying number of vendors from whom it is being acquired and the aggregate value being paid; and the detailed disclosures as specified in sub-clauses (i) to (iv) above may be provided by way of static QR code and web link. If the issuer provides the said details in the form of a static QR code and web link, the same shall be provided to the debenture trustee as well and kept available for inspection as specified in Section 4.20 (g) to this Key Information Document. A checklist item in the 'Security and Covenant Monitoring System' shall also be included for providing the detailed disclosures, as specified in sub-clauses (i) to (iv) above, to the debenture trustee and confirmation of the same by the debenture trustee.

Not Applicable

(c) If:

- (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
- (ii) by reason of that acquisition or anything to be done in consequence thereof or in connection therewith, that body corporate shall become a subsidiary of the company, a report shall be made by a Chartered Accountant (who shall be named in the issue document) upon –
 - (A) the profits or losses of the other body corporate for each of the three financial years immediately preceding the issue of the issue document; and
 - (B) the assets and liabilities of the other body corporate as on the latest date to which its accounts were made up.

Not Applicable

(d) The said report shall:

- (i) indicate how the profits or losses of the other body corporate dealt with by the report would, in respect of the shares to be acquired, have concerned members of the issuer company and what allowance would have been required to be made, in relation to assets and liabilities so

dealt with for the holders of the balance shares, if the issuer company had at all material times held the shares proposed to be acquired; and

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

Not Applicable

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

Please refer to Section 4 (*Regulatory Disclosures*) of the General Information Document.

- (f) The aggregate number of securities of the issuer company and its subsidiary companies purchased or sold by the promoter group, and by the directors of the company which is a promoter of the issuer company, and by the directors of the issuer company and their relatives, within six months immediately preceding the date of filing the issue document with the Registrar of Companies, shall be disclosed.

Except for the details as set out in the table below, no securities of our Company have been purchased or sold by our Promoters, promoter group, our Directors, directors of our Promoters and/or their relatives within 6 (Six) months immediately preceding the date of filing of this Key Information Document.

Sr. No.	Name of the Transferor	Name of the Transferee	Date of purchase/ transfer	Whether purchase/ transfer	Number of Securities	Amount in ₹ lakhs
Nil	Nil	Nil	Nil	Nil	Nil	Nil
1	Fresh Issue - CCPS	Nizzy Mathew	30-12-2025	Purchase	50,000	50
2	Fresh Issue - CCPS	Muthoottu Infotech Private Limited	30-12-2025	Purchase	6,14,2000	6142
3	Fresh Issue - CCPS	Muthoottu Infotech Private Limited	30-01-2026	Purchase	38,60,000	3860
4	Fresh Issue - CCPS	Muthoottu Mini Theatres Private Limited	27-02-2026	Purchase	75,44,000	7544

- (g) The matters relating to:

- (i) Material contracts:

S. No.	Nature of Contract
1.	Certified true copy of the Memorandum & Articles of Association of the Issuer.
2.	Board Resolution dated 07 th March 2026, authorizing the issue of Debentures offered under the terms of this Key Information Document.
3.	Shareholder Resolution under Section 180 (1) (a) dated February 19, 2026, and Section 180 (1) (c) dated February 19, 2026, authorizing the borrowing by the Company and the creation of security as provided in Annexure VIII of this Key Information Document.
4.	Copies of Annual Reports of the Company for the last three financial years.
5.	Credit rating letter from the Rating Agency dated February 13, 2026, rating revalidation letter dated March 06, 2026, and rating rationale dated February 18, 2026.
6.	Copy of the consent letter from Debenture Trustee bearing reference number – CL/DEB/25-26/2858 dated March 09, 2026, giving its consent to act as Debenture Trustee. (" Consent Letter ").
7.	Copy of the consent letter from Registrar and Transfer Agent dated March 09, 2026.
8.	Certified true copy of the certificate of incorporation of the Company.
9.	Certified true copy of the tripartite agreement between the Company, the Registrar and Transfer Agent and the NSDL/CDSL dated February 05, 2014, and January 30, 2014, respectively
10.	Debenture Trustee Agreement dated 12 th March 2026, executed between the Issuer and the Debenture Trustee.
11.	Debenture Trust Deed to be executed on or around the date of this Key Information Document between the Issuer and the Debenture Trustee.
12.	Deed of Hypothecation to be executed on around the date of this Key Information Document between the Issuer and the Debenture Trustee.
13.	Copy of the consent letter from the Merchant Banker dated 7 th March 2026.
14.	Deed of Guarantee to be executed on or around the date of the Debenture Trust Deed, between the Personal Guarantors in favour of the Debenture Trustee.

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

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

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

Financial Year	Page number of the audit report which sets out the details of the related party transactions
2022-23	From page no. F344 to F349 of Financial Statements of FY 2022-23

2023-24	From page no. F213 to F217 of Financial Statements of FY 2023-24
2024-25	From page no. F130 to F132 of Financial Statements of FY 2024-25

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

Financial Year	Basis of Financial Statements	Summary of Qualifications or reservations or emphasis of matter or adverse remarks or other observations by auditors in the audit report / CARO	Impact on the financial statements and financial position of the Company	Corrective steps taken and proposed to be taken by the Company														
2024-2025	Standalone	(A) Report on other legal and regulatory requirements: iii (d)- Out of the total loans and advances there are advances which are overdue for more than 90 days amounting to ₹3,517.95 Lakhs, against which appropriate provision has been made. The company has taken necessary steps for the recovery of principal and interest. The details are given in the below table. <table><tr><th>Type of Loan</th><th>No of Loans</th><th>Principal Overdue (in ₹ Lakhs)</th><th>Remarks</th></tr><tr><td>Gold Loan</td><td>2,398</td><td>1,897.81</td><td rowspan="3">Since it's a NBFC their principal business is to give loans. The loans for which overdue for more than 90 days are treated as irregular and these cases are classified as NPA as per RBI IRACP</td></tr><tr><td>Micro finance</td><td>6,030</td><td>1,528.21</td></tr><tr><td>Loan against property</td><td>1</td><td>91.93</td></tr></table>	Type of Loan	No of Loans	Principal Overdue (in ₹ Lakhs)	Remarks	Gold Loan	2,398	1,897.81	Since it's a NBFC their principal business is to give loans. The loans for which overdue for more than 90 days are treated as irregular and these cases are classified as NPA as per RBI IRACP	Micro finance	6,030	1,528.21	Loan against property	1	91.93	Appropriate provision has been made against the said amount and income has been recognised as per RBI IRACP norms	The matter has been noted and suitable measures has already been taken.
Type of Loan	No of Loans	Principal Overdue (in ₹ Lakhs)	Remarks															
Gold Loan	2,398	1,897.81	Since it's a NBFC their principal business is to give loans. The loans for which overdue for more than 90 days are treated as irregular and these cases are classified as NPA as per RBI IRACP															
Micro finance	6,030	1,528.21																
Loan against property	1	91.93																

Financial Year	Basis of Financial Statements	Summary of Qualifications or reservations or emphasis of matter or adverse remarks or other observations by auditors in the audit report / CARO				Impact on the financial statements and financial position of the Company	Corrective steps taken and proposed to be taken by the Company												
					norms. The income recognition of the above has been done as per RBI IRACP norms.														
		TOTAL	8,429	3,517.95															
		vii(b) - According to the information and explanations given to us and the records of the Company examined by us, there are no dues of income tax, sales tax, service tax, duty of customs, duty of excise and value added tax which have not been deposited on account of any dispute, except the following:				To the extent of tax not paid, profit /general reserve of the company has been overstated.	Re-assessment based on the ITAT Order dtd.19.05.20 pending before the Assessing Officer-DCIT, Central Circle (2), EKM for the AY 2010-11 and writ petition has been filed with the High Court of Kerala for AY 2017-18												
		<table><tr><th>Forum where the dispute is pending</th><th>Period of Dispute</th><th>Tax Demand (in ₹ Lakhs)</th><th>Tax paid (in ₹ lakhs)</th></tr><tr><td>Commissioner of Income-tax (Appeals), Kochi</td><td>AY 2010-11</td><td>68.58</td><td>51.65</td></tr><tr><td>Honourable High court of Kerala</td><td>AY 2017-18</td><td>227.45</td><td>-</td></tr></table>	Forum where the dispute is pending	Period of Dispute	Tax Demand (in ₹ Lakhs)	Tax paid (in ₹ lakhs)	Commissioner of Income-tax (Appeals), Kochi	AY 2010-11	68.58	51.65	Honourable High court of Kerala	AY 2017-18	227.45	-					
Forum where the dispute is pending	Period of Dispute	Tax Demand (in ₹ Lakhs)	Tax paid (in ₹ lakhs)																
Commissioner of Income-tax (Appeals), Kochi	AY 2010-11	68.58	51.65																
Honourable High court of Kerala	AY 2017-18	227.45	-																
		xi (a) - According to the information and explanations given to us, there were 45 fraud case amounting to ₹439.92 lakhs reported in the company during the year, out of which 34 cases were in respect of spurious gold pledged with the company in 33 branches amounting to ₹296.78 lakhs on which 170.21 Lakhs recovered during				100% provision has been made on the unrecovered amount.	Complaint filed at respective police stations. Disciplinary action taken against employees. Random												

Financial Year	Basis of Financial Statements	Summary of Qualifications or reservations or emphasis of matter or adverse remarks or other observations by auditors in the audit report / CARO	Impact on the financial statements and financial position of the Company	Corrective steps taken and proposed to be taken by the Company														
		the year and 100% provision has been made for the balance outstanding		customer verification initiated during inspection to avoid such incidents in the future.														
2023-2024	Standalone	(A) Report on other legal and regulatory requirements: iii (d)- Out of the total loans and advances there are advances which are overdue for more than 90 days amounting to ₹3,114.31Lakhs, against which appropriate provision has been made. The company has taken necessary steps for the recovery of principal and interest. The details are given in the below table. <table><tr><th>Type of Loan</th><th>No of Loans</th><th>Principal Overdue (in ₹ Lakhs)</th><th>Remarks</th></tr><tr><td>Gold Loan</td><td>3,676</td><td>2,368.56</td><td rowspan="3">Since it's a NBFC their principal business is to give loans. The loans for which overdue for more than 90 days are treated as irregular and these cases are classified as NPA as per RBI</td></tr><tr><td>Micro finance</td><td>2,770</td><td>653.82</td></tr><tr><td>Loan against property</td><td>1</td><td>91.93</td></tr></table>	Type of Loan	No of Loans	Principal Overdue (in ₹ Lakhs)	Remarks	Gold Loan	3,676	2,368.56	Since it's a NBFC their principal business is to give loans. The loans for which overdue for more than 90 days are treated as irregular and these cases are classified as NPA as per RBI	Micro finance	2,770	653.82	Loan against property	1	91.93	Appropriate provision has been made against the said amount and income has been recognised as per RBI IRACP norms	The matter has been noted and suitable measures has already been taken.
Type of Loan	No of Loans	Principal Overdue (in ₹ Lakhs)	Remarks															
Gold Loan	3,676	2,368.56	Since it's a NBFC their principal business is to give loans. The loans for which overdue for more than 90 days are treated as irregular and these cases are classified as NPA as per RBI															
Micro finance	2,770	653.82																
Loan against property	1	91.93																

Financial Year	Basis of Financial Statements	Summary of Qualifications or reservations or emphasis of matter or adverse remarks or other observations by auditors in the audit report / CARO				Impact on the financial statements and financial position of the Company	Corrective steps taken and proposed to be taken by the Company
					IRACP norms. The income recognition of the above has been done as per RBI IRACP norms.		
		TOTAL	6,447	3,114.31			
		vii(b) - According to the information and explanations given to us and the records of the Company examined by us, there are no dues of income tax, sales tax, service tax, duty of customs, duty of excise and value added tax which have not been deposited on account of any dispute, except the following:				To the extent of tax not paid, profit /general reserve of the company has been overstated.	Appellate Orders favouring to the Company have been received from CIT(A) for AY 2013-14, AY 2015-16, AY 2016-17 and AY 2017-18. Subsequently Orders Giving Effect to the CIT (A) Orders have been received from the DCIT EKM. Hnbl. High Court of Kerala is yet to take up Writ petition for for AY 2017-18.
		Forum where the dispute is pending	Period of Dispute	Tax Demanded (in ₹ Lakhs)	Tax paid (in ₹ lakhs)		
		Commissioner of Income-tax (Appeals), Kochi	AY 2010-11	68.58	51.65		
		Commissioner of Income-tax (Appeals), Kochi	AY 2013-14	199.84 *	39.96		
		Commissioner of Income-tax (Appeals), Kochi	AY 2015-16	270.19 *	54.04		
		Commissioner of Income-tax	AY 2016-17	170.38 *	34.08		

Financial Year	Basis of Financial Statements	Summary of Qualifications or reservations or emphasis of matter or adverse remarks or other observations by auditors in the audit report / CARO				Impact on the financial statements and financial position of the Company	Corrective steps taken and proposed to be taken by the Company
		(Appeals), Kochi					Bank Guarantee has not been renewed since there is no tax liability for all the assessment years.
		Commissioner of Income-tax (Appeals), Kochi	AY 2017-18	118.58 *	23.72		
		Honourable High court of Kerala	AY 2017-18	227.45	-		
		* Of the above, Bank Guarantee in favour of the Commissioner of Income-Tax has been taken for ₹607.19 lakhs. xi (a) - According to the information and explanations given to us, there were 14 fraud case amounting to ₹122.15 lakhs reported in the company during the year, out of which 6 cases were in respect of spurious gold pledged with the company in 6 branches amounting to ₹33.29 lakhs on which 30.35 Lakhs recovered during the year and 100% provision has been made for the balance outstanding.				100% provision has been made on the unrecovered amount.	Complaint filed at respective police stations. Disciplinary action taken against employees. Random customer verification initiated during inspection to avoid such incidents in the future.
2022-2023	Standalone	(A) Report on other legal and regulatory requirements: iii (d) - Out of the total loans and advances there are advances which are overdue for more than 90 days amounting to ₹1,399.81 Lakhs, against which appropriate provision has been made. The company has taken necessary steps for the recovery of principal and interest. The details are given in the below table:				Appropriate provision has been made against the said amount and	The matter has been noted and suitable measures has already been taken.

Financial Year	Basis of Financial Statements	Summary of Qualifications or reservations or emphasis of matter or adverse remarks or other observations by auditors in the audit report / CARO				Impact on the financial statements and financial position of the Company	Corrective steps taken and proposed to be taken by the Company
		Type of Loan	No of Loans	Principal Overdue (in ₹ lakhs)	Remarks		
		Gold loan	1,374	1,034.86	Since it's a NBFC their principal business is to give loans. The loans for which overdue for more than 90 days are treated as irregular and these cases are classified as NPA as per RBI IRACP norms. The income recognition of the above has been done as per RBI IRACP norms.	income has been recognised as per RBI IRACP norms.	
		Micro Finance	1,660	273.02			
		Loan against property	1	91.93			

Financial Year	Basis of Financial Statements	Summary of Qualifications or reservations or emphasis of matter or adverse remarks or other observations by auditors in the audit report / CARO				Impact on the financial statements and financial position of the Company	Corrective steps taken and proposed to be taken by the Company																												
		Total	3,035	1,399.81		To the extent of tax not paid, profit /general reserve of the company has been overstated.	Appellate Orders favouring to the Company have been received from CIT(A) for AY 2013-14, AY 2015-16, AY 2016-17 and AY 2017-18. Subsequently Orders Giving Effect to the CIT(A) Orders have been received from the DCIT EKM.																												
vii(b) - According to the information and explanations given to us and the records of the Company examined by us, there are no dues of income tax, sales tax, service tax, duty of customs, duty of excise and value added tax which have not been deposited on account of any dispute, except the following:																																			
<table><tr><th>Forum where the dispute is pending</th><th>Period of Dispute</th><th>Tax Demand (in ₹ Lakhs)</th><th>Tax paid (in ₹ lakhs)</th></tr><tr><td>Commissioner of Income-tax (Appeals), Kochi</td><td>AY 2010-11</td><td>68.58</td><td>51.65</td></tr><tr><td>Commissioner of Income-tax (Appeals), Kochi</td><td>AY 2013-14</td><td>199.84 *</td><td>39.96</td></tr><tr><td>Commissioner of Income-tax (Appeals), Kochi</td><td>AY 2015-16</td><td>270.19 *</td><td>54.04</td></tr><tr><td>Commissioner of Income-tax (Appeals), Kochi</td><td>AY 2016-17</td><td>170.38 *</td><td>34.08</td></tr><tr><td>Commissioner of Income-tax (Appeals), Kochi</td><td>AY 2017-18</td><td>118.58 *</td><td>23.72</td></tr><tr><td>Honourable high court of Kerala</td><td>AY 2017-18</td><td>227.45</td><td>-</td></tr></table>								Forum where the dispute is pending	Period of Dispute	Tax Demand (in ₹ Lakhs)	Tax paid (in ₹ lakhs)	Commissioner of Income-tax (Appeals), Kochi	AY 2010-11	68.58	51.65	Commissioner of Income-tax (Appeals), Kochi	AY 2013-14	199.84 *	39.96	Commissioner of Income-tax (Appeals), Kochi	AY 2015-16	270.19 *	54.04	Commissioner of Income-tax (Appeals), Kochi	AY 2016-17	170.38 *	34.08	Commissioner of Income-tax (Appeals), Kochi	AY 2017-18	118.58 *	23.72	Honourable high court of Kerala	AY 2017-18	227.45	-
Forum where the dispute is pending	Period of Dispute	Tax Demand (in ₹ Lakhs)	Tax paid (in ₹ lakhs)																																
Commissioner of Income-tax (Appeals), Kochi	AY 2010-11	68.58	51.65																																
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Financial Year	Basis of Financial Statements	Summary of Qualifications or reservations or emphasis of matter or adverse remarks or other observations by auditors in the audit report / CARO	Impact on the financial statements and financial position of the Company	Corrective steps taken and proposed to be taken by the Company
		*of the above, Bank Guarantee in favour of the Commissioner of Income- tax has been taken for ₹607.19 lakhs. xi (a) - According to the information and explanations given to us, there were 9 fraud case amounting to ₹58.61 lakhs reported in the company during the year, out of which 8 cases were in respect of spurious gold pledged with the company in 8 branches amounting to ₹29.18 lakhs on which 21.91 Lakhs recovered during the year and 100% provision has been made for the balance outstanding. During the year company reported a fraud involving pledge of stolen/ absconded ornaments in collusion with branch head of the company and later on the ornaments were seized by the police department which created a loss to the company amounting to ₹29.43 lakhs out of which ₹0.75 lakhs was written off & ₹28.68 lakhs recovered during the year	100% provision has been made on the unrecovered amount.	Hnbl. High Court of Kerala is yet to take up Writ petition for AY 2017-18. Bank Guarantee has not been renewed since there is no tax liability for all the assessment years. Complaint filed at respective police stations. Disciplinary action taken against employees. Random customer verification initiated during inspection to avoid such incidents in the future.

- (j) **The details of: any inquiry, inspections or investigations initiated or conducted under the securities laws or Companies Act, 2013 (18 of 2013) or any previous companies law; prosecutions filed, if any (whether pending or not); and fines imposed or offences compounded, in the three years immediately preceding the year of issue of issue document in the case of the issuer being a company and all of its subsidiaries.**

Our Company received a letter dated April 29, 2021 from the RoC ("Letter"), in relation to an inspection proposed to be conducted under Section 206(5) of the Companies Act ("Inspection"). In this regard the Central Government has appointed the RoC, along with Deputy Official Liquidator, Kerala and the Regional Director, Ministry of Corporate Affairs (SR), Chennai as inspector to carry out the proposed Inspection ("Inspector"). The Inspector vide Letter has sought certain information and documents, inter alia Audited Financial Statements for last five years, Memorandum of Association, Articles of Association, and shareholding pattern from our Company. Our Company, vide its letter dated May 14, 2021, has submitted that owing to State-wide lockdown effective from May 8, 2021 to May 16, 2021 and the travel restrictions imposed by the Kerala Government to contain COVID 19, the Company was unable to physically submit the information and documents required. Further, our Company vide its letter dated June 11, 2021 has submitted all the documents and certain information mentioned in the Letter. The Company further received letter dated September 23, 2021 from RoC, proposing visit of the inspecting officer who visited the Company on October 6, 2021. The inspecting officer perused records and also took extracts of minutes and other ROC filed documents. The matter is currently pending. The inspecting officer perused records and also took extracts of minutes and other ROC filed documents. The Inspector in his report dated September 30, 2022 sought para-wise replies to the alleged violation of certain provisions of Companies Act, 2013, inter alia including sections 73, 135(5), 71(4), 134(6) etc. The Company has submitted its responses to the alleged non-compliances.

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

Please refer to **Section 4.21** of this Key Information Document

4.38 Listing and Monitoring Requirements:

- (a) **Monitoring**

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

- (b) **Recovery Expense Fund**

- (i) The Company hereby undertakes and confirms that it shall, within the time period prescribed under the Master Circular for Debenture Trustee, establish, maintain and utilize the Recovery Expense Fund in such manner/ mode as is

prescribed under the Master Circular for Debenture Trustee, to enable the Debenture Trustee to take prompt action in relation to the enforcement/legal proceedings under the Transaction Documents.

- (ii) The Company shall deposit cash or cash equivalents including bank guarantees towards the contribution to Recovery Expense Fund with the designated stock exchange and submit relevant documents evidencing the same to the Debenture Trustee from time to time.
- (iii) The Company shall ensure that any bank guarantees provided in respect of the Recovery Expense Fund remain valid for a period of 6 (six) months following the maturity date of the Debentures. The Company shall keep the bank guarantees in force and renew the bank guarantees at least 7 (seven) working days before its expiry, failing which the designated stock exchange may invoke such bank guarantee.
- (iv) On the occurrence of any Event of Default, the Debenture Trustee shall obtain the consent of Debenture Holders for enforcement/legal proceedings and shall inform the designated stock exchange of such occurrence and the obtaining of any consent in respect thereof (if any). The amount lying in the Recovery Expense Fund may be released to the Debenture Trustee within such time period and such manner as may be prescribed under the Master Circular for Debenture Trustee. The Debenture Trustee shall keep a proper account of all expenses incurred out of the funds received from Recovery Expense Fund towards enforcement/legal proceedings under the Transaction Documents.
- (v) The amounts in the Recovery Expense Fund shall be refunded to the Company on repayment/redemption of the Debentures, following which a "no objection certificate" shall be issued by the Debenture Trustee(s) to the designated stock exchange. The Debenture Trustee shall ensure that there is no default on any other listed debt securities of the Company before issuing such "no objection certificate".

(c) Requirements under the LODR Regulations

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

(d) Due Diligence

- (i) The Company acknowledges, understands, and confirms that:
 - (A) the Debenture Trustee either through itself or its agents /advisors/ consultants shall carry out due diligence on continuous basis to ensure compliance by the Company, with the provisions of the Act, the LODR Regulations, SEBI NCS Regulations, the Debenture Trustees Regulations, the listing agreement of the stock exchange(s) where the Debentures are listed, the Transaction Documents, and any other regulations issued by SEBI pertaining to the Issue;

- (B) for the purposes of carrying out the due diligence as required in terms of the Master Circular for Debenture Trustee, the Debenture Trustee, either through itself or its agents, advisors, consultants, shall have the power to examine the books of account of the Company and to have the Company's Hypothecated Assets inspected by its officers and/or external auditors, valuers, consultants, lawyers, technical experts, management consultants appointed by the Debenture Trustee; and
 - (C) the Debenture Trustee may at any time through its authorized representatives and agents, inspect books of account, records, registers of Company and the trust property (as set out in the Debenture Trust Deed/ this Key Information Document) to the extent necessary for discharging its obligations. The Company shall provide full and unimpeded access to the records, registers and books of accounts in relation to the Hypothecated Assets and facilitate in the inspection and due diligence process. Any fees, costs expenses incurred in conducting such inspection/due diligence process shall be fully borne by the Company. In the event, any fees, costs expenses are borne by the Debenture Trustee, the above shall be reimbursed forthwith by the Company upon request.
- (ii) The Company shall submit documents/ information as the Debenture Trustee may require to conduct continuous and periodical due diligence and monitoring of the Transaction Security or the assets on which security interest/ charge will be created, which shall *inter alia*, include:
- (A) periodical status/ performance reports from the Company within seven days of the relevant board meeting of the Company or within 45 (forty-five) days of the respective quarter, whichever is earlier;
 - (B) details with respect to defaults, if any, with regard to payment of interest or redemption of Debentures;
 - (C) details with respect to the implementation of the conditions regarding creation of the Transaction Security for the Debentures, debenture redemption reserve if applicable and Recovery Expense Fund;
 - (D) details with respect to the Hypothecated Assets of the Company and of the guarantors (to the extent applicable) to ensure that they are sufficient to discharge the interest and principal amount at all times until the Final Settlement Date and that such Hypothecated Assets are free from any other encumbrances except those which are specifically agreed to by the Debenture Holders;
 - (E) reports on the utilization of funds raised by the issue of Debentures;
 - (F) details with respect to redemption of the Debentures;
 - (G) (to the extent applicable) details with respect to dispatch of the debenture certificates and interest warrants, credit of the debentures in the demat account of the Debenture Holders and payment of amounts upon redemption of Debentures to the Debenture Holders

due to them within the stipulated time period in accordance with the applicable Law;

- (H) (to the extent applicable) reports from the lead bank regarding the progress of the project relating to the proceeds of the Issue;
 - (I) details regarding monitoring of utilisation of funds raised in the issue of the Debentures;
 - (J) (to the extent applicable) certificate from the statutory auditors of the Company (i) in respect of utilisation of funds during the implementation period of the project relating to the proceeds of the Issue, and (ii) in the case of Debentures issued for financing working capital, at the end of each accounting year; and
 - (K) such other documents or information as may be required by the Debenture Trustee in accordance with the applicable Law.
- (iii) Without prejudice to any other provision of the Debenture Trust Deed/ this Key Information Document and the other Transaction Documents, the Company shall:
- (A) provide such documents/information and assistance to the Debenture Trustee as may be required by the Debenture Trustee to carry out the necessary due diligence and monitor the security cover on a quarterly basis in the manner as may be specified by SEBI from time to time;
 - (B) to the extent applicable, submit a certificate from the statutory auditor on a quarterly basis, regarding the maintenance of security cover in accordance with the terms of the Debt Disclosure Documents and the other Transaction Documents including compliance with the covenants of the Debt Disclosure Documents and the other Transaction Documents within timelines as specified under SEBI Listed Debentures Circulars and Regulations, or such other circulars issued by SEBI from time to time;
 - (C) comply with all requirements under the Master Circular for Debenture Trustee and provide all documents/information as may be required in accordance with the Master Circular for Debenture Trustee.

(e) Others

- (i) The Company shall, at all times until the Secured Obligations have been duly discharged, maintain a bank account number - 0098073000010365 with South Indian Bank (“**Account Bank**”) from which it proposes to pay the redemption amount. The Company agrees and acknowledges that they shall also inform the Debenture Trustee within 1 (one) working day of any change in the Account Bank details.
- (ii) The Company further acknowledges, agrees, that the Debenture Trustee is authorised to seek redemption payment related details and information from the Account Bank in terms of the extant SEBI regulations. Further, in case of change of Account bank, the Debenture Trustee shall accept such change

only upon submission of the duly acknowledged and accepted pre-authorisation letter and duly accepted consent letter from the successor /new account bank.

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

4.39 Summary Terms

Security Name	Series I Debentures: PP MCRED TRANCHE XVI Series I Series II Debentures: PP MCRED TRANCHE XVI Series II Series III Debentures: PP MCRED TRANCHE XVI Series III
Issuer	Muthoot MCred Limited (Formerly known as Muthoottu Mini Financiers Limited)
Type of Instrument	Senior, Secured, Listed, Rated, Taxable, Transferable, Redeemable, Non-Convertible Debentures.
Nature of Instrument (Secured or Unsecured)	Secured
Seniority	Each Debenture issued by the Issuer will constitute direct, senior and Secured Obligations of the Issuer. The claims of the Debenture Holders

	shall be akin to the claims of senior, secured investors / lenders and shall rank pari passu to all senior, secured indebtedness of the Issuer.
Eligible Investors	The following categories of Persons who are specifically approached by the Issuer, are eligible to apply for this private placement of the Debentures: a) Individuals, Hindu Undivided Family, Trust; b) Limited Liability Partnerships and Partnership Firm(s), Portfolio Managers registered with SEBI and Association of Persons; c) Commercial Banks, Regional Rural Banks, Insurance Companies; d) Companies and Bodies Corporate eligible to invest in the Debentures; e) Financial Institutions eligible to invest in the Debentures; f) Foreign Portfolio Investors; g) Mutual Funds; h) Alternative Investment Fund; i) Co-operative banks and Regional Rural Banks; and j) Any other investor eligible to invest in these Debentures. 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. Out of the aforesaid classes of Investors eligible to invest in the Debentures, this Key Information Document is intended solely for the use of the Persons to whom it has been sent by the Issuer for the purpose of evaluating a possible investment opportunity by the recipient(s) in respect of the Debentures. It is not to be reproduced or distributed to any other Persons (other than professional advisors of the Issuer receiving this Key Information Document from the Issuer). All Investors are required to comply with the relevant regulations/ guidelines applicable to them for investing in the Issue of Debentures as per the norms approved by Government of India, RBI or any other statutory body from time to time.
Mode of Issue	Private placement in Demat form only.
Listing	The Debentures are proposed to be listed on BSE within 3 (three) trading days of the issue closing date. In case of delay in listing of securities issued on privately placement basis beyond the timelines specified above, the issuer shall pay penal interest of 1% p.a. over the coupon rate for the period of delay to the investor (i.e., from date of allotment to the date of listing).
Rating of the Instrument	"ICRA A Stable"

Issue Size	up to 4,60,000 (Four Lakh and Sixty Thousand) senior, secured, rated, listed, redeemable, taxable, non-convertible debentures, each, for cash, at par, having a face value of INR 10,000/- (Indian Rupees Ten Thousand Only) aggregating up to 460,00,00,000/- (Indian Rupees Four Hundred and Sixty Crores Only) in dematerialised form, on a private placement basis comprising of: Series I Debentures: ISIN: INE101Q07BV5 Base Issue: Issue of up to 50,000 (Fifty Thousand) senior, secured, rated, listed, redeemable, taxable, transferrable, non-convertible debentures having a face value of INR 10,000/- (Indian Rupees Ten Thousand Only) each, for cash, at par, aggregating up to INR 50,00,00,000/- (Indian Rupees Fifty Crores Only) in a dematerialised form, on a private placement basis. Green Shoe: Not Applicable. Series II Debentures: ISIN: INE101Q07BX1 Base Issue: Issue of up to 2,00,000 (Two Lakh) senior, secured, rated, listed, redeemable, taxable, transferrable, non-convertible debentures having a face value of INR 10,000/- (Indian Rupees Ten Thousand Only) each, for cash, at par, aggregating up to INR 200,00,00,000/- (Indian Rupees Two Hundred Crores Only) in a dematerialised form, on a private placement basis. Green Shoe: Not Applicable. Series III Debentures: ISIN: INE101Q07BW3 Base Issue: Issue of up 2,10,000 (Two Lakh and Ten Thousand) senior, secured, rated, listed, redeemable, taxable, transferrable, non-convertible debentures having a face value of INR 10,000/- (Indian Rupees Ten Thousand Only) each, for cash, at par, aggregating up to INR 210,00,00,000/- (Indian Rupees Two Hundred and Ten Crores Only) in a dematerialised form, on a private placement basis. Green Shoe: Not Applicable.
Option to retain oversubscription (Amount)	N.A.
Business Day Convention	i. If the date of payment of any interest / Coupon date falls on a day that is not a Business Day, the payment shall be made on the immediately succeeding Business Day. ii. If the date of payment of any redemption of the Debentures falls

	on a day that is not a Business Day, the redemption proceeds shall be paid on the immediately preceding Business Day. iii. If the Final Redemption Date (including the last date of payment of any interest / Coupon) of the Debentures falls on a day that is not a Business Day, the redemption proceeds and coupon payment shall be paid on the immediately preceding Business Day.
Objects of the Issue / Purpose for which there is requirement of funds	The proceeds of the issuance of Debentures will be utilized for (a) repayment or refinancing of existing debt of the Issuer and (b) to finance the growth of the portfolio of the Issuer as is permitted for bank finance by the RBI and (c) to augment the long term growth of the Issuer. Provided that no part of the proceeds shall be utilized directly/indirectly towards the following: a) indirectly or directly to any capital market instrument such as equity and equity linked instruments or any other capital market related activities; b) any payments towards dividends; c) any speculative purposes; d) any activity in the exclusion list or any activity / investment in the real estate sector; e) any purpose for onward lending to other non-banking financial companies and/or financial institutions; or f) in contravention of any guidelines, rules or regulations of the RBI applicable to non-banking financial companies and/or financial institutions including any activities which are prohibited under Applicable Law.
In case the issuer is a NBFC and the objects of the issue entail loan to any entity who is a 'group company' then disclosures shall be made in the following format:	N.A.
Details of utilization of the proceeds	The proceeds of the Debentures shall exclusively be utilized for the objects of the Issue as set out hereinabove.
Coupon Rate	Series I Debentures: 9.25% p.a.p.m. (Nine point two five percent per annum) payable monthly. Series II Debentures: 9.30% p.a.p.m. (Nine point three zero percent per annum) payable monthly. Series III Debentures: 9.65% p.a.p.m. (Nine point six five percent per annum) payable monthly. Interest payment shall be subject to deduction of tax as applicable.

Coupon Payment Frequency	Series I Debentures: Monthly on 10th day of every month Series II Debentures: Monthly on 10th day of every month Series I Debentures: Monthly on 10th day of every month
Coupon/Dividend Payment dates	Coupon shall be payable at the Coupon Payment Date as more particularly set out in Annexure V of this Key Information Document.
Cumulative/ Non-cumulative, in case of dividend	NA
Coupon Type	Fixed
Day Count Basis	Actual / Actual basis. 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 days. In case of a leap year, if February 29 falls during the tenor of the Debentures, then the number of days shall be reckoned as 366 days for the one-year period.
Coupon on Application Money	Coupon at the Coupon rate (subject to deduction of income tax under the provisions of the Income Tax Act, 1961, or any other statutory modification or re-enactment thereof, as applicable) will be paid to the Applicants on the Application Money for the Debentures for the period starting from and including the date of realization of Application Money in the Designated Bank Account up to one day prior to the Deemed Date of Allotment. Where the Pay-in Date and Deemed date of Allotment are the same, no Coupon on Application Money is to be paid.
Default interest rate	(a) 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 from the date of the occurrence of a Payment Default until such Payment Default is cured or the Secured Obligations are repaid. 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. (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 from the date of the occurrence of any breach of any covenants (including any Financial Covenants) set out in the Debenture Trust Deed or the other Transaction Documents (other than a Payment Default) until such breach is cured or the Secured Obligations are repaid. Upon discretion of the Majority Debenture Holder(s), the default interest as mentioned under this clause can be waived off. (c) If there is delay in execution of the Debenture Trust Deed, the Company 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 execution of the Debenture Trust Deed to the satisfaction of the Debenture Trustee. (d) If the 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, the Company 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 Security to the satisfaction of the Debenture Trustee. (e) Each of the default Coupon Rate mentioned above are mutually exclusive and will be payable in the event the circumstance occurred triggering the default Coupon Rate and charging of default interest shall be without prejudice to any other right of the Debenture Trustee under Applicable Law or Transaction Documents.
Redemption Amount	INR 10,000/- (Indian Rupees Ten Thousand Only) per debenture
Issue Price	INR 10,000/- (Indian Rupees Ten Thousand Only) per debenture
Put Option	Not Applicable
Put Option Date	Not Applicable
Put Option Price	Not Applicable
Call Option	Not Applicable
Call Option Date	Not Applicable
Call Option Price	Not Applicable
Face Value	INR 10,000/- (Indian Rupees Ten Thousand Only)
Minimum Application and in multiples of thereafter	1000 (One Thousand) Debentures of aggregate face value INR 10,000/- (Indian Rupees Ten Thousand Only), each (being INR 1,00,00,000 (Indian Rupees One Crore Only) and in multiples of 1 (one) Debenture(s) thereafter.
Issue Timing 1. Issue Opening Date 2. Issue Closing Date 3. Date of earliest closing of the Issue, if any 4. Pay-in Date 5. Deemed Date of Allotment	1. 17 th March 2026 2. 17 th March 2026 3. 17 th March 2026 4. 18 th March 2026 5. 18 th March 2026
Redemption Date / Maturity Date	Series I Debentures: 18 th May 2028 Series II Debentures: 17 th June 2028 Series III Debentures: 18 th September 2028

Tenor	For Series I Debentures: means 18th May 2028, the date occurring on the expiry of a period of 26 (Twenty-Six) months from the Deemed Date of Allotment. For Series II Debentures: means 17th June 2028, the date occurring on the expiry of a period of up to 27 (Twenty-Seven) months from the Deemed Date of Allotment. For Series III Debentures: means 18th September 2028, the date occurring on the expiry of a period of 30 (Thirty) months from the Deemed Date of Allotment.
Issuance mode of the instrument	Private placement in Demat form only
Trading mode of the instrument	Demat only
Settlement mode of the instrument	RTGS / NEFT
Depository(ies)	CDSL and NDSL
Record Date	The date which will be used for determining the Debenture Holder(s) who shall be entitled to receive the amounts due on any due date, which shall be the date falling 15 (Fifteen) calendar days prior to any due date of payment of interest or repayment of the principal.
Step Up/Step Down Coupon Rate	(a) In the event, credit rating of the Debentures is downgraded from the current rating of "ICRA A (Stable)" ("Rating") and/or any of the credit rating of the Company is downgraded from the current credit rating ("Company Rating") at any point of time during the tenor of the Debentures, the Coupon rate shall increase by 0.50% for each notch downgrade of 1 (one) notch from the rating of the Debentures and/or Company ("Step Up Rate"). Such increased rate of interest shall be applicable from the date of such downgrade ("Step Up"). (b) 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% 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 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 initial Coupon Rate. (c) 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.

	(d) 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 and/or the Company shall be considered for the purpose of increase in the coupon.
All covenants of the issue (including side letters, accelerated payment clause, etc.)	(a) Reporting Covenants: (i) Chartered accountant certified net worth statements of Personal Guarantors on half yearly basis within 60 days from the end of half year (i.e. 30th Sep and 31 March). (ii) Quarterly Reports – within 60 (Sixty) calendar days from the end of each financial quarter (75 days for every March quarter) (A) Information on financials (B) Financial and other covenant compliance certificate signed by the authorized signatory of the company. (C) Shareholding Pattern (D) Copy of returns filed with RBI (E) Asset liability management (“ALM”) statement of the Company for such quarter as may be applicable; (F) Liquidity position of the Company at the end of such quarter, in company’s standard format (G) Portfolio Cuts Data (H) Restructuring Data (iii) Audited Annual Reports – within 180 (One Hundred and eighty) calendar days from the end of each financial year (iv) Quarterly MIS data pack – giving standard portfolio cuts with corresponding asset quality indicators. To be submitted within 60 days of each quarter end (75 days for March quarter). (v) Event Based Reports – In case of changes initiated by the company requiring approval of the board, the reporting would be 10 days post approval of the board, all others will be 15 days. (A) Change in list of Board of Directors (B) Change in Shareholding structure (C) Change in senior management officials (any CXO or equivalent) (D) Change in statutory auditors (E) Any fraud amounting to more than 1% of Gross Loan Portfolio (F) Material changes in accounting policy except as required by law. (G) Material change in the constitutional documents of the Company that are prejudicial to the interests of the Debenture Holders

	(H) New segment of business other than the business carried out by the Issuer presently (I) Material Adverse Effect (J) Any dispute, litigation, investigation or other proceeding which could result in a Material Adverse Effect. (K) Winding up proceedings (L) Any Event of Default or Potential Default, and any steps taken / proposed to remedy the same. (M) Application of insolvency petition under bankruptcy code/NCLT by the Issuer (b) Financial Covenants Issuer Level: (i) Total Debt/Tangible Net Worth ratio to be within 6x (ii) Capital Adequacy Ratio (CAR) of at least 18% or as per applicable RBI regulation, whichever is higher (iii) Par > 90 + trailing twelve months write-offs (on the Company's entire portfolio including receivables sold or discounted on a non-recourse basis) to Total Loan Portfolio shall not exceed 3%. (iv) Net NPA not to exceed 1.25%. (v) The Issuer to maintain a minimum Tangible Net-worth of Rs. 750 crores (vi) PAT to remain positive. (vii) Mix of percentage of Total Loan Portfolio that finance gold loans shall be greater than 90% of the Total Loan Portfolio (viii) Exposure to Related Party (ies) in total shall not exceed 5% of Tangible Net Worth. (ix) The Issuer shall not provide any guarantee for any Financial Indebtedness of a Related Party (x) There shall not be any cumulative mismatches in any of the buckets till the next one year of ALM statement after incorporating all the liabilities of the Company incorporating Put Options/ interest reset options etc. (in any form). The asset will also include all the unencumbered Cash and Cash equivalent maturing across all the buckets of the ALM as part of the opening asset balance. (xi) Any other additional covenant as may be mutually agreed and shall form a part of the Transaction Documents. All covenants would be tested on quarterly basis i.e. as on 31 March, 30 June, 30 Sept and 31 Dec every year, starting from March 31, 2026, on consolidated and standalone balance sheet till the redemption of the NCDs. The covenants shall be certified by the Statutory Auditor of the Issuer within 45 (Forty-Five) calendar days from the end of each reporting quarter. Issuer shall provide quarterly certificate of covenant compliance.
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	Breach of any of the above Financial Covenant not cured within 15 days from the occurrence of breach shall result in occurrence of Event of Default “Total Debt” means, in respect of the Company, at any time, the aggregate of the following liabilities calculated at only the nominal or principal amount at which the liabilities would be carried in a balance sheet of the Company drawn up at that time (or in the case of any guarantee, indemnity or similar assurance referred to in paragraph I below, the maximum liability under the relevant instrument): (A) any moneys borrowed (including by way of issuance of PTCs); (B) any acceptance under any acceptance credit; (C) any bond, loan, note, debenture, commercial paper or other similar instrument; (D) Corporate guarantee, indemnity or similar assurance provided by the Company to any person including subsidiaries, special purpose vehicles, Affiliates and joint ventures in the nature of financial indebtedness but excluding performance related corporate guarantee provided in the form of performance guarantee etc. (Note: all corporate guarantee given by the Company in the nature of financial indebtedness shall be included as part of the Debl(e) shares which are expressed to be redeemable or any shares or instruments convertible into shares or any shares or other securities which are otherwise the subject of a put option or any form of guarantee; (E) any obligation under any put option arrangement or guarantee or indemnity in respect of any put option where that put option or guarantee is granted or entered into primarily as a method of raising or assuring the payment or repayment of any indebtedness “Tangible Net-worth” shall mean the Equity as reduced by the, intangible assets, deferred tax assets, revaluation reserve, miscellaneous expenses, investment in security receipts, investment in subsidiary and any credit enhancement provided by the Company on managed asset book. Leverage or Gearing Ratio shall mean the ratio between Debt and Tangible Net Worth of the Company “Equity/Net Worth” Shall Include the following: -Equity Share issued by the company -CCPS issued by the company -Reserve and Surplus of the company “Gross Loan Portfolio” shall include on balance sheet portfolio including Securitization. “Total Loan Portfolio” shall include Gross Loan Portfolio and Off-Balance Sheet Portfolio. “PAT” shall be profit after tax and shall not include one-time time / exceptional items (profit or loss) in its computation
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	“Gross NPA” & “Net NPA” shall be arrived at in accordance with applicable RBI regulations governing asset classification and provisions for NBFCs. (c) Rating Covenants The Issuer shall maintain the below mentioned covenants during the entire tenor of the NCDs and till all the amounts outstanding is being duly repaid: (i) The Issuer shall ensure that there is no suspension of the credit rating of the Issuer/Instrument/Debentures by any of the credit rating agency. (ii) The Issuer shall ensure that there is no downgrade of existing credit rating(s) as on date of allotment of NCDs or assignment of new longterm credit rating below ‘A-’ from any credit rating agency. The occurrence of events above will be determined by the Debenture Holders solely and at its discretion. Breach of any of the above Rating Covenant not cured within 15 days from the occurrence of breach shall result in occurrence of Event of Default. (d) Holding and Management Covenants: The Company undertakes that the following covenants (“Holding and Management Covenant(s)”) shall be maintained at all times until the Final Redemption Date, unless the prior written consent of the Debenture Trustee (acting on the instructions of the Majority Debenture Holders) is obtained: (i) The existing Promoters/Promoter Group shall continue to hold at least 80% of unencumbered existing number of equity shares in the company (adjusted for any corporate action) along with a minimum existing shareholding (except change due to primary equity capital infusion) in terms of percentage (on fully diluted basis) during the tenure of the NCDs. (ii) The equity shareholding of existing Promoters and Promoter Group shall not be reduced to below 51% and 76% respectively during the tenor of the NCD. (iii) Promoters Mr. Mathew Muthoottu and Ms. Nizzy Mathew shall continue to hold executive positions on the Board of the Issuer during the tenor of the NCDs. (iv) Promoters Mr. Mathew Muthoottu and Ms. Nizzy Mathew should retain controlling interest in the Company. (v) There should not be a change in Management Control of the Issuer. (vi) Promoters Mr. Mathew Muthoottu and Ms. Nizzy Mathew shall not dilute their shareholding in the company till the tenure of the Debentures by way of sale of shares or create any pledge/negative lien of their shareholding in the Company without prior intimation to the Debenture Trustee.
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	For the purpose of this clause "Management Control" means: - the right to appoint majority of the directors and - to control the management or policy decisions exercisable by a person or persons acting individually or in concert, directly or indirectly, by virtue of their shareholding or management rights or shareholders agreements or voting agreements. (e) Affirmative Covenants: The Issuer hereby covenants with the Debenture Trustee that the Issuer shall at all times till the Final Settlement Date: 1. Use of Proceeds use the proceeds of the Issue only for the Purpose and in accordance with Applicable Law and the Transaction Documents; 2. Costs and Expenses pay all actual 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 Company before they are incurred and shall not include any foreign travel costs; 3. Payment of Rents, etc. pay all rents, royalties, taxes, rates, levies, cesses, assessments, impositions and outgoings, governmental, municipal or otherwise imposed upon or payable by the Company as and when such amounts are payable. 4. Preserve Corporate Status (i) diligently preserve and maintain its corporate existence and status and all rights, privileges, and concessions now held or hereafter acquired by it in the conduct of its business; (ii) comply with all acts, authorisations, consents, permissions, rules, regulations, orders and directions of any Governmental Authority; and (iii) not do or voluntarily suffer or permit to be done any act or thing whereby its right to transact its business might or could be terminated or whereby payment of the Outstanding Amounts might or would be hindered or delayed; 5. Pay Stamp Duty Pay all such stamp duty (including any additional stamp duty), other duties, taxes, charges and penalties, if and when the Company may be required to pay according to the applicable state laws. In the event the Company 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 Company shall reimburse the aforementioned amounts to the Debenture Trustee on demand; 6. Furnish Information to Debenture Trustee
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	(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 Company or to investigate the affairs of the Company; (ii) allow the Debenture Trustee to make such examination and investigation as and when deemed necessary and shall furnish the Debenture Trustee with all such information as they may require and shall pay all reasonable costs, charges and expenses incidental to such examination and investigation; (iii) provide to the Debenture Trustee or its nominee(s)/agent(s) such information/copies of relevant extracts as they may require for the purpose of filing any relevant forms with any Governmental Authority (including but not limited to the CERSAI) in relation to the Debentures and the Hypothecated Assets; (iv) furnish reports to the Debenture Trustee any and all information required to be provided to the Debenture Holders under Applicable Law; 7. Redressal of Grievances promptly and expeditiously attend to and redress the grievances, if any, of the Debenture Holders. The Company further undertakes that it shall promptly comply with the suggestions and directions that may be given in this regard, from time to time, by the Debenture Trustee and shall advise the Debenture Trustee periodically of the compliance; 8. Comply with Investor Education and Protection Fund Requirements Comply with the provisions of the Companies Act relating to transfer of unclaimed/ unpaid amounts of coupon on Debentures and redemption of Debentures to Investor Education and Protection Fund ("IEPF"), if applicable to it. The Company hereby further agrees and undertakes that until the Final Settlement Date it shall abide by the regulations, rules or guidelines if any, issued from time to time by the Ministry of Corporate Affairs, RBI, or any other competent Governmental Authority; 9. Corporate Governance; Fair Practices Code comply with any corporate governance requirements applicable to the Company (as may be prescribed by the RBI, or any other Governmental Authority) and the fair practices code prescribed by the RBI; 10. Further Assurances (i) provide details of any litigation, arbitration or administrative proceedings; (ii) comply with any monitoring and/or servicing requests/calls from the Debenture Trustee on a quarterly basis and at such other time periods as the Debenture Trustee may reasonably request;
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	(iii) execute and/or do, at its own expense, all such deeds, assurances, documents, instruments, acts, matters and things, in such form and otherwise as the Debenture Trustee may reasonably or by Applicable Law require or consider necessary in relation to enforcing or exercising any of the rights and authorities of the Debenture Trustee; (iv) obtain, comply with the terms of and do all that is necessary to maintain in full force and effect all authorisations and licenses necessary to enable it to lawfully enter into and perform its obligations under the Debenture Trust Deed or to ensure the legality, validity, enforceability or admissibility in evidence in India of the Debenture Trust Deed; (v) comply with: (A) all Applicable Law (including but not limited to the Companies Act, the environmental, social and taxation related laws, all directions issued by regulatory authority, 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 coupon or repayment of the principal amount of the Debentures in full or in part, the Company shall do so in the manner that is most tax efficient for the Debenture Holders in accordance with Applicable Law; and (F) if so required, the terms of Chapter XI (Operational framework for transactions in defaulted debt securities post maturity date/redemption date) of the Listed NCDs Master Circular, and provide all details/intimations to the Debenture Trustee, the Depositories, and BSE (as the case may be) in accordance with therein; (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 timelines as may be determined by the Debenture Trustee) in respect of the books and accounts of the Company and the Hypothecated Assets;
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	11. Security The Company hereby further agrees, declares and covenants with the Debenture Trustee as follows: (i) the Debentures shall be secured by way of a pari-passu and continuing charge on the Hypothecated Assets in favour of the Debenture Trustee for the benefit of the Debenture Holders; (ii) the Company shall not create any charge, lien or other encumbrance upon or over the Hypothecated Assets or any part thereof without the prior written consent, if it is affecting the interest of the Debenture Holders of the of the Debenture Trustee; (iii) 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; (iv) to create the security over the Hypothecated Assets as contemplated in the Transaction Documents, by executing the duly stamped Deed of Hypothecation; (v) 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; (vi) the Company shall, within the timelines prescribed under the Deed of Hypothecation, add fresh receivables/ Loans to the Hypothecated Assets so as to ensure that the Security Cover is maintained or replace such Hypothecated Assets that do not satisfy the eligibility criteria prescribed in the Transaction Documents; (vii) the Company shall, on a half yearly basis, as and when required by the Debenture Trustee, provide confirmation on the maintenance of minimum-Security Cover, from time to time; (viii) 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; (ix) furnish and execute all necessary documents to give effect to the Hypothecated Assets; (x) the Hypothecated Assets shall fulfil the eligibility criteria set out in the Deed of Hypothecation; (xi) 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 Company to the Debenture Trustee and/or the Debenture Holders;
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	(xii) the Debenture Holders shall have a beneficial interest in the Hypothecated Assets of the Company which shall be charged in favour of the Debenture Trustee to the extent of the Outstanding Amounts of the Debentures under the Debenture Trust Deed on a pari-passu ranking basis; (xiii) the Issuer shall obtain a no-objection certificate from the existing charge holders having a charge over the Hypothecated Assets ranking pari passu with the Debenture Trustee for the purposes of securing the Debentures; The Issuer shall ensure to execute the Deed of Hypothecation, in the manner and form as required by the Debenture Trustee; and (xiv) 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; 12. Filings; Compliance with Applicable Law The Company hereby further agrees, declares and covenants with the Debenture Trustee as follows: (i) The Company shall comply with the relevant provisions of the SEBI LODR Regulations applicable to listed entities which have listed their non-convertible securities, including (to the extent applicable), the provisions of Chapter II (Principles governing disclosures and obligations of listed entity), Chapter III (Common obligations of listed entities) and Chapter V (Obligations of listed entity which has listed its non-convertible securities) of the SEBI LODR Regulations; (ii) the Company will provide all such assistance to the Debenture Trustee as may be required by it, to carry out the necessary due diligence and monitor the security cover in the manner as may be specified by SEBI from time to time. In this regard, in accordance with Chapter VI (Periodical/ Continuous Monitoring by Debenture Trustee) of the SEBI Debenture Trustees Master Circular, the Company undertakes and agrees to provide all relevant documents/information, as applicable, to enable the Debenture trustee to submit the following reports/certifications to BSE in accordance with Chapter VI (Periodical/ Continuous Monitoring by Debenture Trustee) of the SEBI Debenture Trustees Master Circular. (iii) it will provide all such assistance to the Debenture Trustee as may be required by it, to carry out the necessary due diligence and monitor the security cover in the manner as may be specified by SEBI from time to time. In this regard, in accordance with Chapter VI (Periodical/ Continuous Monitoring by Debenture Trustee) of the SEBI Debenture Trustees Master Circular, the Company undertakes and agrees to provide all relevant documents/information, as applicable to enable the Debenture Trustee to submit the following reports/certifications to BSE in accordance with
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	Chapter VI (Periodical/ Continuous Monitoring by Debenture Trustee) of the SEBI Debenture Trustees Master Circular: (A) a security cover certificate on a quarterly basis, within 75 (seventy-five) days from each Quarterly Date (other than March 31 of the relevant Financial Year) and within 90 (ninety) days from March 31 of the relevant Financial Year or such other timelines as may be prescribed under Applicable Law in the format prescribed in the SEBI Debenture Trustees Master Circular; (B) (to the extent applicable) a statement of the value of the pledged securities on a quarterly basis, within 75 (seventy-five) days from each Quarterly Date (other than March 31 of the relevant Financial Year) and within 90 (ninety) days from March 31 of the relevant Financial Year or such other timelines as may be prescribed under Applicable Law; (C) (to the extent applicable) a statement of the value of the debt service reserve account or any other form of security offered on a quarterly basis, within 75 (seventy-five) days from each Quarterly Date (other than March 31 of the relevant Financial Year) and within 90 (ninety) days from March 31 of the relevant Financial Year or such other timelines as may be prescribed under Applicable Law; (D) (to the extent applicable) a net worth certificate of the guarantor who has provided a personal guarantee in respect of the Debentures on a half yearly basis, within 75 (seventy five) days from the end of each financial half-year or such other timelines as may be prescribed under Applicable Law; (E) (to the extent applicable) the financials/value of guarantor prepared on the basis of audited financial statement etc. of the guarantor who has provided a corporate guarantee in respect of the Debentures on an annual basis, within 75 (seventy-five) days from the end of each Financial Year or within such timelines as prescribed under Applicable Law; and (F) (to the extent applicable) the valuation report and title search report for the immovable/movable assets, as applicable, once in 3 (three) years, within 75 (seventy-five) days from the end of the Financial Year or such other timelines as may be prescribed under Applicable Law; (iv) The Issuer to provide Management Certificate confirming Security Cover is maintained as per terms mentioned herein ("Monthly Asset Report") on the letter head of the Issuer signed by authorized signatory within 15 (Fifteen) calendar days of the end of each month. (v) it will submit to the BSE, on a periodical basis and/or on an 'as and when' basis (depending upon the occurrence of any
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	event), such information as prescribed under the SEBI Centralized Database Requirements, in such format as may be prescribed by the BSE; (vi) it will provide/fill all such information as prescribed under the SEBI Centralized Database Requirements at the time of allotment of the International Securities Identification Number (ISIN) in respect of the Debentures; (vii) it will submit to the Debenture Trustee, a certificate from the statutory auditor of the Company in relation to the value of the book debts/receivables comprising the Hypothecated Assets whenever required as per the applicable law; and (viii) it will provide such assistance as may be required by the Debenture Trustee to, prior to the creation of charge to secure the Debentures, exercise independent due diligence to ensure that such security is free from any encumbrance or that the necessary consent(s) from other charge-holders (if applicable) have been obtained in the manner as may be specified by the SEBI from time to time; 13. Execution of Transaction Documents in the event of any delay in the execution of any Transaction Document (including the Debenture Trust Deed, or the Deed of Hypothecation) or the creation of security in terms thereof and/or any delay to perfect the security within the prescribed timelines, the Company will, at the option of the Debenture Holders, either: (i) if so required by the Debenture Holders, refund the Application Money together with coupon (including coupon accrued) at the Coupon Rate/discharge the Secured Obligations; and/or (ii) pay to the Debenture Holders additional coupon at the rate of 2% (two percent) per annum on the Outstanding Amounts (including the Outstanding Principal Amounts and accrued coupon) in addition to the Coupon Rate from the date of closing of the Issue until the relevant Transaction Document is duly executed and/or perfected in terms thereof or the Secured Obligations are discharged (whichever is earlier). 14. Internal Control maintain internal control for the purpose of: (i) preventing fraud on amounts lent by the Company; and (ii) preventing money being used for money laundering or illegal purposes; 15. Audit and Inspection subject to the providing of a prior notice of 15 (fifteen) days, permit visits and inspection of books of records, documents and accounts to the Debenture Trustee and other authorised representatives of the Debenture Holders at such time periods as may be reasonably requested by them; 16. Comply with corporate governance, fair practices code prescribed by the RBI 17. Notification of any potential Event of Default or Event of Default;
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	18. Obtain, comply with and maintain all licenses / authorizations 19. Provide details of any material litigation, arbitration or administrative proceedings (materiality means not exceeding 5% of the net-worth of the Issuer) 20. 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 21. Permit visits and inspection of books of records, documents and accounts to debenture holders as and when required by them 22. Comply with any monitoring and/or servicing requests from Debenture Holders (f) Negative Covenants The Issuer shall not without the prior written permission of the Debenture Holders and Debenture Trustee (acting on the instructions of Majority Debenture Holders), do or undertake to do any of the following: 1. M&A, acquisition, restructuring, slump sale, amalgamation without approval of Debenture Holders. 2. The Issuer shall not, without the prior approval of Majority Debenture Holders, enter into any transaction of merger, de-merger, consolidation, restructuring, re-organization, slump sale, scheme of arrangement or compromise with its creditors or shareholders or effect any scheme of amalgamation or reconstruction. 3. purchase or redeem any of its issued shares (including CCPS or CCD) or reduce its share capital or buy-back any equity of any of its present or future shareholder during the Term of the Debentures, 4. Issuer shall not amend or modify clauses in its Memorandum of Association and Article of Association, where such amendment would have a Material Adverse Effect, without prior consent of the Debenture Trustee 5. Any sale of non financial assets/business/division that has the effect of exiting the business or re-structuring of the existing business, to be with the prior consent of the Majority Debenture Holders 6. No dividend, if an Event of Default has occurred and is subsisting 7. Not undertake any major new business outside financial services or any diversification of its business outside financial services, without approval of the Majority Debenture Holders 8. Declare or pay any dividend or make any distributions on its share capital (other than dividends or distributions payable on shares of the Company), unless: (a) the proposed payment or distribution is out of net income of the current Financial Year (excluding any amount resulting from the revaluation of any of the Company's assets); (b) 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;
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	(c) the Company is in compliance with the Financial Covenants; (d) pay or declare any dividend to its shareholders in any year, during the tenor of the Debentures, until the Issuer has paid or has made satisfactory provision for payment of the instalments of the principal due and interests/coupon due on the Debentures; 9. Acquire any company, business or undertaking if the amount of the acquisition cost, whether paid by cash or otherwise, when aggregated with the aggregate acquisition cost of any other companies, business or undertaking acquired by it during that financial year exceeds 3% (three percent) of the Equity. 10. Acquire (or agree to acquire) any shares, stocks, securities or other interest in any joint venture; or transfer any assets or lend to or guarantee or indemnify or give security for the obligations of a joint venture (or agree to transfer, lend, guarantee, indemnify or give security for the obligations of a joint venture). 11. The Issuer shall not: • enter into any transaction with any person or enter into or continue business relations with its shareholders, employees, affiliate(s), holding company(ies), and/or subsidiary(ies) except on proper commercial terms negotiated on an arm's length basis; • enter into or establish any partnership, profit sharing, royalty agreement or other similar other arrangement whereby the Company's income or profits are, or might be, shared with any other person other than in the ordinary course of business on an arms' length basis and in compliance with applicable law.; or • Enter into any management contract or similar arrangement whereby its business or operations are managed by any other person. 12. Appoint or continue to the appointment of any person as a director/ or a key managerial person of the Company who is classified as a wilful defaulter as a director. 13. Enter into any contractual obligation which may adversely affect the financials standing 14. Sell, transfer, or otherwise dispose of in any manner whatsoever any underlying security of the Company, other than any securitization/ direct assignment transaction undertaken by the Company in the ordinary course of its business as per applicable RBI Master Directions or any amendment, supplement or restatement thereto. It is clarified that, a securitization/ direct assignment representing an exit of line of business will not be construed as being in the ordinary course of business of the Company and the Company shall not be permitted to effect the same except after obtaining the prior written consent of the Debenture Trustee. 15. Unsecured Borrowings from Promoters/ related parties/ Inter Corporate Deposits held by the Issuer shall not be repaid (except by
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	way of equity conversion) in-case wherein breach of covenant/s is subsisting. 16. Pledge of shares by Promoters shall be undertaken with prior approval of the Debenture Trustee (acting on behalf of Majority Debenture Holders). 17. The Company shall not give any incremental wholesale loan to any builder/developer. 18. The company shall not give loan/ ICDs or invest in any of the promoter entity where any of the promoter is director/partner or has vested interest or Related Party collectively in excess of Rs 10 Crore, other than in ordinary course of business of the Issuer.
Right to Re-purchase and Re-issue the Debenture	The Issuer, subject to the prevailing guidelines, rules/regulations of the Reserve Bank of India, the Securities and Exchange Board of India and other authorities, shall have the option from time to time to repurchase a part or all of the Debentures, on prior mutual consent(s) from the Debenture Holder(s), at any time prior to the Final Redemption Date. In the event of a part or all of its Debentures being repurchased as aforesaid or redeemed under any circumstances whatsoever, the Issuer shall have, and shall be deemed to have had, the power to reissue the Debentures either by reissuing the same Debentures or by issuing other Debentures in their place. Further the Issuer, in respect of such repurchased/redeemed Debentures shall have the power exercisable either for a part or all of those Debentures, to cancel, keep alive, appoint nominee(s) to hold or reissue at such price and on such terms and conditions as it may deem fit and as permitted by the Applicable Law.
Disclosures in terms of SEBI Circular SEBI/HO/MIRSD/CRAD T/CIR/P/2020/218 dated 3rd November 2020 titled "Creation of Security in issuance of listed debt securities and 'due diligence' by debenture trustee(s)"	The Debentures shall be considered as secured only if the Hypothecated Assets are registered with Registrar of Companies ("ROC") by way of filing appropriate forms or Central Registry of Securitisation Asset Reconstruction and Security Interest of India ("CERSAI") or Depositories etc., as applicable, or is independently verifiable by the Debenture Trustee
Process of due diligence carried out by the Debenture Trustee	The Debenture Trustee, either through itself or its agents / advisors / consultants, shall carry out requisite diligence to verify the status of encumbrance and valuation of the Hypothecated Assets and whether all permissions or consents (if any) as may be required to create the security as stipulated in this Key Information Document and the Applicable Laws, have been obtained. For the purpose of carrying out the due diligence as required in terms of the Applicable Laws, the Debenture Trustee, either through itself or its agents / advisors / consultants, shall have the power to examine the books of account of the Company and to have the Hypothecated Assets inspected by its officers and / or external auditors / valuers / consultants / lawyers / technical expert's / management consultants appointed by the Debenture Trustee.

	The Company shall provide all assistance to the Debenture Trustee to enable verification from the ROC, CERSAI, Depositories, information utility or any other authority, as may be required, where the Hypothecated Assets and/or prior encumbrances in relation to the Hypothecated Assets of the Company or any third-party security provider for securing the Debentures, are registered / disclosed. In respect of the conditional consent / permissions provided / to be provided by the existing lenders to the Company to create further charge on the Hypothecated Assets, the Debenture Trustee shall also have the power to verify such conditions by reviewing the relevant transaction documents or any other documents executed between existing lenders and the Company. The Debenture Trustee shall also have the power to intimate the existing lenders about proposal of creation of further encumbrance and seeking their comments/ objections, if any. Without prejudice to the aforesaid, the Company shall ensure that it provides and procures all information, representations, confirmations and disclosures as may be required in the sole discretion of the Debenture Trustee to carry out the requisite diligence in connection with the issuance and allotment of the Debentures, in accordance with the applicable laws. The Debenture Trustee shall have the power to either independently appoint or direct the Company to (after consultation with the Debenture Trustee) appoint intermediaries, valuers, chartered accountant firms, practicing company secretaries, consultants, lawyers and other entities in order to assist in the diligence by the Debenture Trustee. All costs, charges, fees and expenses that are associated with and incurred in relation to the diligence as well as preparation of the reports/certificates/ documentation, including all out-of-pocket expenses towards legal or inspection costs, travelling and other costs, shall be solely borne by the Company.
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	The Issue shall be secured by way of a first ranking <i>pari-passu</i> and continuing charge to be created pursuant to the Deed of Hypothecation to be executed between the Issuer and the Debenture Trustee over current assets, including book debts, loans and advances, cash and bank balances (not including reserves created in accordance with law) and receivables from gold loans, both present and future of the Company ("Hypothecated Assets") excluding microfinance receivables such that the value of security shall be equal ("Minimum Security Cover") the aggregate amount of principal amount and any other amount including interest outstanding in respect of the Debentures ("Security Cover"): The underlying Loans / Receivables provided as security should meet the below criteria for the purpose of Minimum Security Cover calculation ("Eligibility Criteria"): 1. The underlying loan should be non NPA

Key Information Document	2. Each Hypothecated Asset is a gold loan provided by the Issuer in its ordinary course of business 3. each client loan constituting the portfolio shall be towards secured loan products offered to its Obligors (sole proprietorship / individuals) for the purpose of its/his/her business or any other usage (excluding jewellers and pawn brokers). 4. The underlying loan should not have been restructured and / or rescheduled 5. All required know your customer has been completed 6. The underlying security shall be secured by gold jewellery or ornaments 7. Loans to related party shall not be considered for Security Cover calculation 8. Each client Loans must satisfy the Issuer's credit and underwriting policies, 9. Each client Loan must be directly originated by the Issuer and not loans purchased from a third party; 10. If multiple loans are extended to the same borrower/ group of borrowers, the Hypothecated receivables should include all such loan. The Issuer undertakes: 1. to maintain the value of the Minimum Security Cover at all times till the obligations under the Issue are discharged. 2. to create the security over the Hypothecated Assets by executing a duly stamped deed of hypothecation ("Deed of Hypothecation"); 3. To perfect the security created over the Hypothecated Assets by filing the relevant Form CHG-9 with the Registrar of Companies immediately and no later than 30 (Thirty) calendar days from the date of execution of the Deed of Hypothecation. 4. Upon the execution of the Deed of Hypothecation, in the event of any fall in the Minimum Security Cover, additional Hypothecated Assets shall be taken in the manner as provided for in the Deed of Hypothecation. 5. The Issuer undertakes to provide security cover certificate certified by the statutory auditor within 45 days from the close of every quarter and within 60 days for the quarter ended 31st March to the Debenture Trustee together with the confirmation that the Security Cover is being maintained. 6. The receivables constituting the Hypothecated Assets shall meet the selection criteria as set out above and in more detail under the Deed of Hypothecation. 7. Every quarter Independent chartered accountant certificate of Security cover to be provided. 8. To not provide any of the Loans and Receivable to any lender/investor or an exclusive charge basis. All disclosures with respect to creation of security are in confirmation with the clauses of Debenture Trustee Agreement. The Issuer shall do the required filling including with Registrar of Companies or Central Registry of Securitisation Asset Reconstruction and Security Interest of India (CERSAI) or Depository etc., as applicable.
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	Minimum security cover: The value of the Hypothecated Assets charged as Security in favour of the Debenture Trustee is maintained at least 1.0 x (one decimal zero times) of Redemption Amount and accrued Coupon from the date of creation of security and shall be maintained at all times thereafter until the redemption of the Debentures and payment of the Secured Obligations ("Security Cover") till the Final Settlement Date, (on the terms and conditions mentioned under the Transaction Documents) in accordance with Applicable Law and the Transaction Documents. The terms and process of creation of hypothecation shall be provided at length under the Deed of Hypothecation. Personal Guarantee: The Outstanding Amounts shall be guaranteed by way of unconditional and irrevocable personal guarantee to be provided by the Personal Guarantors pursuant to the Deed of Guarantee in favour of the Debenture Trustee (acting on behalf of and for the benefit of the Debenture Holders), to be executed on or around the Debenture Trust Deed, in a form and manner satisfactory to the Debenture Trustee. In case of any repugnancy between the provisions of the clause herein for the creation of hypothecation and the terms provided in the Deed of Hypothecation for the creation of charge over the Hypothecated Assets, the terms of the Deed of Hypothecation shall prevail.
Transaction Documents	a) the Debenture Trustee Consent Letter; b) the RTA Consent Letter; c) the Merchant Banker Consent Letter; d) Certified true copy of the board of directors of the Issuer e) Certified true copy of the Resolution of Debenture Issue and Allotment Committee of the Issuer f) Certified true copy of the shareholder's resolution of the Issuer passed under Section 180(1)(a) of the Act dated February 19, 2026 and Section 180(1)(c) of the Act dated February 19, 2026. g) Key Information Document and Form PAS-4; h) the Debenture Trustee Agreement; (including any amendments duly executed thereto) i) the Debenture Trust Deed; (including any amendments duly executed thereto) j) the Deed of Hypothecation; k) Deed of Guarantee; l) Tripartite agreements executed between the Issuer, the Depository, and the RTA; m) Credit rating press release from the Rating Agent in respect of the credit rating for the Debentures; and n) Any other document or instrument designated as a transaction document by the Debenture Trustee, and "Transaction Document" shall be construed accordingly.

Conditions Precedent to Disbursement	The Company shall fulfil the following Conditions Precedent to the satisfaction of the Debenture Trustee and submit Conditions Precedent documentation where applicable to the Debenture Trustee, prior to the Deemed Date of Allotment: (a) The Company shall have obtained all corporate approvals from the Board of Directors authorizing the issue of Debentures as also execution of the necessary documents in that behalf and a certified true copy of the resolution of the shareholders of the Company under Section 180(1)(c) of the Companies Act, 2013 and the execution, delivery and performance by the Company of the Transaction Documents in accordance with the Companies Act, 2013, the Companies (Prospectus and Allotment of Securities) Rules, 2014, the Companies (Share Capital and Debentures) Rules, 2014 and other rules prescribed; (b) A copy of the resolution of the shareholders of the Company 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 Company; (c) A certified true copy of the resolution of the shareholders of the Company under Section 42 of the Act, if applicable; (d) The Company shall have obtained the governmental and issued the corporate authorizations (including board / committee resolution permitting the issuance of the Debentures and the listing of the Debentures), as applicable; (e) Copies of the Form MGT-14, pertaining to the resolution passed by the Board of Directors of the Company; (f) Evidence of receipt of an ISIN from the Depository in relation to the issuance of the Debentures in dematerialised form; (g) Evidence on appointment of Debenture Trustee and submission of consent letter of the Debenture Trustee to act as the trustee for the Issue; (h) Evidence of payment of the stamp duty on Debentures, by the Company to the concerned Depository; (i) Execution by the Company of the Debenture Trustee Agreement, the Deed of Guarantee, Deed of Hypothecation and the Debenture Trust Deed, in a form and manner satisfactory to the Debenture Trustee shall have taken place; (j) The Company shall have submitted to the Debenture Trustee, the rating letter from the Rating Agency with the rating of the Debentures; (k) The Company shall have submitted to the Debenture Holders or the Debenture Trustee, all required documents for the purpose of satisfying its respective know your customer requirements; (l) The Company shall have submitted to the Debenture Trustee a certified true copy of the constitutional documents of the Company and the Certificate of Incorporation;
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	(m) The Company shall have submitted to the Debenture Trustee, its audited account statements for the most recent financial year or unaudited quarter end; (n) The Company shall have provided a certificate to the Debenture Trustee, (including board resolution permitting issuer for listing of securities), confirming that issuance and allotment of the Debentures would not cause any borrowing, or similar limit binding on the Issuer to be exceeded; (o) The Company shall have obtained the consent letter from the Debenture Trustee; (p) The Company shall have obtained the consent letter from the Merchant Banker; (q) The Company shall provide such other undertaking as may be required by the Debenture Holder(s); (r) The Company shall ensure that all necessary approvals have been obtained for the Issue; (s) Due diligence certificate to be issued by the Debenture Trustee as per format specified in Annexure A of the SEBI Monitoring Circular, to the Company and Company to file it with the Stock Exchange(s) at the time of filing the relevant Debt Disclosure Document; (t) A certified true copy of the certificate of registration as a NBFC obtained by the Company from the RBI. (u) The Company shall have submitted any other documents that may be requested by the Debenture Trustee and/or the Debenture Holders; (v) A copy of no-objection certificate from the existing charge holders having a charge over the Hypothecated Assets ranking pari passu with the Debenture Trustee for the purposes of securing the Debentures; and (w) Any other as defined in Debenture Trust Deed.
Conditions Subsequent to Disbursement	The Issuer shall ensure that the following documents are executed/activities are completed as per the time frame stipulated in the Debenture Trust Deed (a) On or prior to the utilisation of the subscription monies by the Company in respect of the Debentures and in any case, within 15 (Fifteen) days from the Deemed Date of Allotment, the Company shall file of a return of allotment on the issue of the Debentures in Form PAS-3 specified pursuant to Rule 12 and 14 of the Companies (Prospectus and Allotment of Securities) Rules, 2014, along with the requisite fee with the Registrar of Companies; (b) Within 2 (Two) Business Days from the Deemed Date of Allotment, the Company shall ensure credit of dematerialised account(s) of the allottee(s) of the Debentures with the number of Debentures allotted; (c) Within 3 (Three) Business Days from the date of closing of the Issue, the Company shall list the Debentures on the BSE and obtain the listing approval from the BSE;

	(d) Filing of the relevant forms with the Registrar of Companies for the perfection of charge over the Hypothecated Assets within and no later 30 (Thirty) calendar days from the date of execution of the Deed of Hypothecation; (e) The Company shall ensure compliance with SEBI / Companies Act, 2013 (as applicable) for issuance of Debentures. (f) The Debenture Trustee to record and register creation of the charge by way of hypothecation over the Hypothecated Assets with the CERSAI within 30 (thirty) days from the execution of the Deed of Hypothecation; (g) The Issuer shall provide the details on utilisation of funds raised through the issue of Debentures duly certified by the Practicing Chartered Accountant to the Debenture Trustee within stipulated timelines as mentioned in the applicable regulation; (h) The Issuer shall have obtained an opinion pertaining to the due execution, validity and enforceability of the relevant Transaction Documents; and (i) Any other as defined in Debenture Trust Deed.
Events of Default	Customary for financings of this nature and others appropriate in the judgment of the Debenture Holders, including but not limited to: 1. Payment based Defaults (a) The Issuer does not pay on the Due Date(s) any amount payable in terms of the Transaction Documents at the place at and in the currency in which it is expressed to be payable, unless its failure to pay is caused by technical error and payment is made within 1 (One) business day of the relevant Due Date; (b) An event of default shall arise if the Issuer: (i) defaults in any payment of Financial Indebtedness beyond the period of grace if any, provided in the instrument or agreement under which such Financial Indebtedness was created; or (ii) defaults in the observance or performance of any agreement or condition relating to any Financial Indebtedness 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 (with the giving of notice or the passage of time or both would permit or cause) any such Financial Indebtedness to become due prior to its stated maturity; or (iii) any Financial Indebtedness of the Issuer is declared to be due and payable, or would permit to be prepaid other than by a regularly scheduled required prepayment, (whether or not such right shall have been waived) prior to the stated maturity thereof. (c) Failure of the Issuer to make payment of the aggregate amounts outstanding along with the accrued coupon and other

	charges in relation to the Debentures within stipulated timelines in terms of the Transaction Documents upon exercise of the Optional Accelerated Redemption Option. (d) The Issuer admits in writing its inability to pay its debts as they fall due or suspends making payments on any of its debts or by reason of actual financial difficulties commences negotiations with one or more creditors with a view to rescheduling its indebtedness. 2. Security based Defaults: (a) If the Issuer fails to create and / or perfect the Security (i.e., filing CHG-9 Form with ROC) within the stipulated timelines. (b) In the event that the Security Cover falls below the Minimum-Security Cover and the Issuer fails to reinstate the same within 30 (Thirty) calendar days from the date of such fall in the Security Cover. 3. Covenants & Information based Defaults: (a) Breach of any terms, covenants (including, without limitation, Financial Covenant, Holding & Management Covenant, Rating Covenant, negative covenants, affirmative covenants, reporting covenants) or obligation under the Transaction Documents which is not cured within the applicable cure period (if any) (b) If the Issuer fails to share any information within 10 (ten) calendar days upon the request by a debenture holder(s). 4. Defaults relating to validity of the Transaction Documents (a) Any of the Transaction Document in whole or in part, becomes invalid or ceases to be a legally valid, binding and enforceable. (b) It is or becomes unlawful for the Issuer to perform any of its obligations under the Transaction Documents and/or any other obligation of the Issuer under any transaction documents are not or cease to be valid, binding or enforceable. (c) 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 is/are incorrect, false or misleading in any respect when made or deemed made; (d) The Issuer repudiates any of the Transaction Documents, or evidences an intention to repudiate any of the Transaction Documents; (e) Any of the Transaction Document failing 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 failing to have the priority contemplated under the Transaction Documents, or the security interests becoming unlawful, invalid or unenforceable or the Security over the Hypothecated Assets is in jeopardy;
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	5. Other Defaults (a) There shall have occurred Material Adverse Effect; (b) Any corporate action, legal proceedings or other procedure or step is taken in relation to: (i) the suspension of payments, a moratorium of any indebtedness, winding-up, dissolution, administration or reorganization (by way of voluntary arrangement, scheme of arrangement or otherwise) of the Issuer; (ii) the composition, compromise, assignment or arrangement with any creditor of the Issuer; (iii) the appointment of a liquidator, receiver or similar other officer in respect of a composition, compromise, assignment or arrangement with any creditor of the Issuer; (iv) enforcement of any security over any assets of the Issuer or any analogous procedure or step is taken in any jurisdiction; (v) any other event occurs or proceeding is instituted that under any applicable law would have an effect analogous to any of the events listed in paragraph (i), (ii), (iii) and (iv) above; (c) Any Governmental Authority including without limitation Central Bureau of Investigation (CBI), Directorate of Enforcement(ED), Serious Fraud Investigation office (SFIO), condemns, nationalizes, seizes, expropriates or otherwise assumes custody or control of all or any substantial part of the business, operations, property or other assets (including assets forming part of the security) of the Issuer or of its share capital, or takes any action for the dissolution of the Issuer or any action that would prevent the Issuer or its officers from carrying on all or a substantial part of its business or operations; (d) Any Governmental Authority including without limitation Central Bureau of Investigation (CBI), Directorate of Enforcement (ED), Serious Fraud Investigation office (SFIO), condemns, nationalizes, seizes, expropriates or otherwise assumes custody or control of any part of the assets of the Promoters/Promoter Group. (e) The Issuer's organizational status or any licenses or franchise is revoked or suspended by any government agency or authority after the Issuer has exhausted all remedies and appeals relating thereof; (f) Surrender, revocation or suspension of the Issuer's certificate of registration as a Non-Banking Finance Company by the Reserve Bank of India provided that this shall not apply where such certificate of registration is surrendered pursuant to obtaining a banking license;
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	(g) Any legal or regulatory decision resulting in debarment/ suspension/ revocation of the NBFC license/business activities/ prohibition of further sanctions/disbursal/collection of loans of the Issuer (h) The Issuer ceases to carry on its business or any substantial part thereof or gives notice of its intention to do so. (i) The Issuer has taken or suffered to be taken any action for reorganization of its capital or any rearrangement, merger or amalgamation without prior approval of the Debenture Holders in terms hereof; (j) Any material act of fraud, embezzlement, misstatement, misappropriation, or siphoning off of the Issuer's/Promoter's funds or revenues or any other act having a similar effect being committed by the management of the Issuer/ Promoter. (k) The Promoters and/or the directors/ or the key managerial personnel of the Issuer are charged with, arrested or convicted a criminal offence involving moral turpitude, dishonesty or which otherwise impinges on the integrity of the Promoters and/or the directors and/ or the key managerial personnel of the Issuer, including any accusations, charges and/or convictions of any offence relating to bribery or being declared a wilful defaulter. (l) In the event that an application for corporate insolvency resolution process of the Issuer is filed or any form of communication indicating an intention to file such application is issued or any creditor of the Issuer takes any steps requesting the filing of such application, in each case, by the appropriate regulator, under the IBC and the Insolvency and Bankruptcy (Insolvency and Liquidation Proceedings of Financial Service Providers and Application to Adjudicating Authority) Rules, 2019; (m) If the Issuer commences any voluntary proceedings under any applicable bankruptcy, insolvency, winding up or other similar law now or hereafter in effect (including by passing any resolution of the Board or the shareholders/creditors of the Issuer) or consents to the entry of an order for relief in an involuntary proceeding under any such law, or consents to the appointment of or the taking of possession by a receiver, liquidator, assignee (or similar official) for any or a substantial part of its property; (n) If a petition is filed for the winding up of the Issuer under the Companies Act, 2013 and the same is not stayed or dismissed within a period of 5 (five) days of its filing; (o) Any order/ judgement passed by any of the regulatory authorities against any of the Promoter / Promoter Group /Issuer resulting in debarment of the Promoter / Promoter Group/Issuer for raising funds from the financial markets. (p) The Issuer commences negotiations with one or more of its lenders/debenture trustees/ debenture holders with a view to
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	rescheduling any of its indebtedness or failure or inability of the Issuer to pay its debts as they mature.
Consequences of Events of Default	All such rights and remedies as available to the Debenture Trustee and Debenture Holders under Applicable Law and as mutually agreed in the Transaction Documents.
Provisions related to Cross Default Clause	a) Any Financial Indebtedness of the Issuer is not paid when due nor within any originally applicable grace period; b) Any Financial Indebtedness of the Issuer is declared to be or otherwise becomes due and payable prior to its specified maturity as a result of any actual/potential event of default or any other similar event (however described); c) Any commitment for any Financial Indebtedness of the Issuer is cancelled or suspended by a creditor of the Issuer as a result of an event of default or any other similar event (however described); d) Any creditor of the Issuer becomes entitled to declare any Financial Indebtedness of the Issuer due and payable prior to its specified maturity as a result of an event of default (however described); e) A moratorium/suspension is declared in respect of any Financial Indebtedness of the Issuer. f) Any payment acceleration in any other Financial Indebtedness of the existing lenders, by whatever name called whether as a result of an event of default or breach of any covenants under relevant financing documents.
Roles and Responsibilities of Debenture Trustee	The Debenture Trustee shall perform its duties and obligations and exercise its rights and discretions, in keeping with the trust reposed in the Debenture Trustee by the Debenture Holder(s) and shall further conduct itself and complied with the provisions of all Applicable Laws provided that, the provisions of Section 20 of the Indian Trusts Act, 1882 shall not be applicable to the Debenture Trustee. The Debenture Trustee shall carry out its duties and perform its functions as required to discharge its obligations under the terms of Act, the Securities and Exchange Board of India (Debenture Trustees), Regulations, 1993, the Debenture Trustee Agreement, Debenture Trust Deed, Key Information Document and all other related Transaction Documents with due care, diligence and loyalty. The Debenture Trustee shall be vested with the requisite powers for protecting the interest Debenture Holders and shall ensure disclosure of all material events on an ongoing basis.
Governing Law and Jurisdiction	a) This Issue shall be governed by and construed in accordance with Indian laws. b) The Issuer irrevocably agrees that the competent courts and tribunals of Mumbai, India and New Delhi, India shall have exclusive jurisdiction to settle any dispute arising out of or in connection with this Issue (including any dispute relating to any non-contractual obligation arising from or in connection with this Issue and any dispute regarding the existence, validity or termination of this Issue) ("Dispute") and the Issuer hereby submits to the same.

	c) The Issuer irrevocably waives any objection now or in future, to the laying of the venue of any proceedings in the courts and tribunals at Mumbai, India and New Delhi, India and any claim that any such proceedings have been brought in an inconvenient forum and further irrevocably agrees that a judgment in any proceedings brought in the courts and tribunals at Mumbai, India and New Delhi, India shall be conclusive and binding upon them may be enforced in the courts of any other jurisdiction, (subject to the laws of such jurisdiction) by a suit upon such judgment, a certified copy of which shall be conclusive evidence of such judgment, or in any other manner provided by. d) Nothing contained in this Clause of this Issue, shall limit any right of the Debenture Trustee to take proceedings in any other court or tribunal of competent jurisdiction, nor shall the taking of proceedings in one or more jurisdictions preclude the taking of proceedings in any other jurisdiction whether concurrently or not and the Issuer irrevocably submits to and accepts for itself and in respect of its property, generally and unconditionally, the jurisdiction of such court or tribunal, and the Issuer irrevocably waives any objection it may have now or in the future to the laying of the venue of any proceedings and any claim that any such proceedings have been brought in an inconvenient forum. e) The Issuer hereby consents generally in respect of any proceedings arising out of or in connection with any Transaction Documents to the giving of any relief or the issue of any process in connection with such proceedings including, without limitation, the making, enforcement or execution against any property whatsoever (irrespective of its use or intended use) of any order or judgment which may be made or given in such proceedings.
Debenture Trustee	Catalyst Trusteeship Services Limited
Legal Counsel	Juris Corp
Conditions for breach of covenants (as specified in Debenture Trust Deed)	As set out in section named "Default Interest Rate" above and Section 5.3 of this Key Information Document.
Risk factors pertaining to the issue	Risks relating to reduced face value of the Debentures and limited market liquidity: The Debentures are being issued at a face value of INR 10,000/- (Indian Rupees Ten Thousand Only) each pursuant to SEBI Circular No. SEBI/HO/DDHS/DDHS-PoD-1/P/CIR/2024/94 dated July 03, 2024, which permits issuance of listed debt securities on a private placement basis at a reduced denomination from the standard minimum face value of INR 1,00,000/- (Indian Rupees One Lakh Only). The reduced denomination does not mitigate any credit, liquidity, interest rate or other investment risks associated with such securities. Any security structure, credit enhancement or repayment mechanism (if applicable) will be as specified in the relevant Debt Disclosure Documents. Although the Debentures may be listed on a recognised stock exchange, there can be no assurance of liquidity or the development of an active secondary

	market. Investors should conduct their own independent assessment before making an investment decision. and the risk factors as set out in Section 3 of the General Information Document dated January 22, 2026.
Creation of recovery expense fund	The Company hereby agrees and undertakes that it shall create a recovery expense fund in the manner as set out in NCS Regulations and the SEBI Debenture Trustees Master Circular or such other circulars as may be specified by the SEBI from time to time and shall inform the Debenture Trustee of the same in writing. Without prejudice to the generality of the foregoing, the Company shall ensure compliance with the SEBI NCS Regulations, as amended/ supplemented from time to time in relation to the creation and maintenance of the recovery expense fund, the key provisions of which are as follows: (a) Creation of recovery expense fund: The Company shall deposit cash or cash equivalents including bank guarantees towards the contribution to recovery expense fund with the designated stock exchange and submit relevant documents evidencing the same to the Debenture Trustee from time to time. The Company shall ensure that the bank guarantees remains valid for a period of six months post the maturity date of the Debentures. The Company shall keep the bank guarantees in force and renew the bank guarantees at least seven working days before its expiry, failing which the designated stock exchange shall invoke such bank guarantee. (b) Utilisation of recovery expense fund: In the event of default, the Debenture Trustee shall utilise the funds as per the SEBI Debenture Trustees Master Circular. (c) Refund of recovery expense fund to the Company: The balance in the recovery expense fund shall be refunded to the Company on repayment to the Debenture Holders for which a 'No Objection Certificate (NOC)' shall be issued by the Debenture Trustee(s) to the designated stock exchange. The Debenture Trustee shall satisfy that there is no 'default' on any other listed debt securities of the Company before issuing the NOC.

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 the 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 extent of 100% (one hundred per cent) of the amount of principal and interest amount or as per the terms of this 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”.
5. The funds raised by the Issue shall be utilised by the Company for the purpose as set out in Section 4.39 (Summary Terms) of this Key Information Document.
6. Debt securities shall be considered as secured only if the charged asset is registered with Sub-registrar and Registrar of Companies or CERSAI or Depository etc., as applicable, or is independently verifiable by the debenture trustee.
7. Before making the application for listing of debt securities, the Issuer shall create charge as specified in the Debenture Trust Deed and other Transaction Documents, in favour of the Debenture Trustee and also execute the Deed of Hypothecation in favour of the Debenture Trustee. The Stock Exchange(s) shall list the debt securities only upon receipt of a due diligence certificate as per format specified in SEBI NCS Regulations from Debenture Trustee confirming the execution of the Debenture Trust Deed. The charge created by the Issuer by executing the Deed of Hypothecation, shall be registered with Sub-registrar, Registrar of Companies, CERSAI, Depository etc., as applicable, within 30 days of creation of such charge. In case the charge is not registered anywhere or is not independently verifiable, then the same shall be considered a breach of covenants/ terms of the issue by the Issuer.

4.2 LENDING POLICY

Please refer to **Annexure XII** of this Key Information Document for the updated lending policy of the Issuer.

SECTION 5: TRANSACTION DOCUMENTS AND KEY TERMS

5.1 COVENANTS OF THE ISSUER

5.1.1 FINANCIAL COVENANTS

As set out in Section 4.39 (*Summary Terms*) of this Key Information Document.

5.1.2 REPORTING COVENANTS

As set out in Section 4.39 (*Summary Terms*) of this Key Information Document.

5.1.3 AFFIRMATIVE COVENANTS

As set out in Section 4.39 (*Summary Terms*) of this Key Information Document.

5.1.4 NEGATIVE COVENANTS

As set out in Section 4.39 (*Summary Terms*) of this Key Information Document.

5.2 EVENTS OF DEFAULT

As set out in Section 4.39 (*Summary Terms*) of this Key Information Document.

5.3 CONSEQUENCES OF EVENTS OF DEFAULT

As set out in Section 4.39 (*Summary Terms*) of this Key Information Document.

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

SECTION 6: OTHER INFORMATION AND APPLICATION PROCESS

Please refer to Section 8 (*Other Information and Application Process*) of the General Information Document. The information to the extent required to be set out in this Key Information Document are as follows:

6.1 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 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 and green shoe option, if any Provided that the green shoe portion shall not exceed five times the base issue size	Total Issue Size: 4,60,000 (Four Lakh and Sixty Thousand) senior, secured, rated, listed, redeemable, taxable, non-convertible debentures, each, for cash, at par, having a face value of INR 10,000/- (Indian Rupees Ten Thousand Only) aggregating up to INR 460,00,00,000/- (Indian Rupees Four Hundred and Sixty Crores Only) on a private placement basis comprising of Series I Debentures, Series II Debentures and Series III Debentures. Series I Debentures: Base Issue: Issue of up to 50,000 (Fifty Thousand) senior, secured, rated, listed, redeemable, taxable, transferrable, non-convertible debentures having a face value of INR 10,000/- (Indian Rupees Ten Thousand Only) each, for cash, at par, aggregating up to INR 50,00,00,000/- (Indian Rupees Fifty Crores Only) in a dematerialised form, on a private placement basis. Green Shoe: Not Applicable. Series II Debentures: Base Issue: Issue of up to 2,00,000 (Two Lakh) senior, secured, rated, listed, redeemable, taxable, transferrable, non-convertible debentures having a face value of INR 10,000/- (Indian Rupees Ten Thousand Only) each, for cash, at par, aggregating up to INR 200,00,00,000/- (Indian Rupees Two Hundred Crores
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	Only) in a dematerialised form, on a private placement basis. Green Shoe: Not Applicable. Series III Debentures: Base Issue: Issue of up 2,10,000 (Two Lakh and Ten Thousand) senior, secured, rated, listed, redeemable, taxable, transferrable, non-convertible debentures having a face value of INR 10,000/- (Indian Rupees Ten Thousand Only) each, for cash, at par, aggregating up to INR 210,00,00,000/- (Indian Rupees Two Hundred and Ten Crores Only) in a dematerialised form, on a private placement basis. Green Shoe: Not Applicable.
Interest Rate Payment	Series I Debentures: 9.25% p.a.p.m. (Nine point two five percent per annum) payable monthly. Series II Debentures: 9.30% p.a.p.m. (Nine point three zero percent per annum) payable monthly. Series III Debentures: 9.65% p.a.p.m. (Nine point six five percent per annum) payable monthly.
Bid opening and closing date	Bid opening date: 17th March 2026 Bid closing date: 17th March 2026
Minimum Bid Lot	1000 (One Thousand) Debentures (being INR 1,00,00,000 (Indian Rupees One Crore Only)), and in multiples of 1 (One) Debenture thereafter.
Manner of bidding in the Issue	Closed bidding
Manner of allotment in the Issue	Uniform Yield Allotment
Manner of settlement in the Issue	Pay-in of funds through ICCL. The pay-in of the Application Money for the Debentures shall be made by way of transfer of funds from the bank account(s) of the Eligible Investors (whose bids have been accepted) as registered with the Electronic Book Provider into the account of the ICCL, as specified in this regard below.
Settlement Cycle	T+1, where T refers to the date of bid opening date / issue opening date
Cut-off yield	To be disclosed in accordance with paragraph 5.4 of the SEBI EBP Requirements.

6.2 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 account of the ICCL, the details of which are as set out below:

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

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

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

Beneficiary Name	MMFL LISTED NCD PRIVATE PLACEMENT ACCOUNT
Bank Account No.	0098073000010353
SWIFT Code	SOININ55
IFSC Code	SIBL0000098
Bank Name	SOUTH INDIAN BANK
Branch Address	ERNAKULAM BANERJI ROAD BRANCH, ELIAS CHAMBERS, BANERJI ROAD, ERNAKULAM, KERALA, PIN-682018

6.3 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

6.4 Fictitious Applications

All fictitious applications will be rejected.

6.5 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.

6.6 Payment Instructions

The Application Form should be submitted directly. The entire amount of INR 10,000/- (Indian Rupees Ten Thousand 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 following account:

Name of the Bank	ICICI BANK
IFSC Code	ICIC0000106
Account Number	ICCLEB
Name of the beneficiary	Indian Clearing Corporation Ltd

Name of the Bank	HDFC BANK
IFSC Code	HDFC0000060
Account Number	ICCLEB
Name of the beneficiary	Indian Clearing Corporation Ltd

6.7 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, 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.

6.8 Depository Arrangements

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

6.9 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.

6.10 Procedure for application by Mutual Funds and Multiple Applications

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

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

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

6.11 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).

6.12 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.

6.13 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.

6.14 Mode of Payment

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

6.15 Effect of Holidays

- (a) If any Due Date on which any interest or additional interest is payable falls on a day which is not a Business Day, the payment to be made on such Due Date shall be made on the succeeding Business Day.
- (b) If any Due Date on which any Outstanding Principal Amounts are payable falls on a day which is not a Business Day, the payment to be made on such Due Date shall be made on the preceding Business Day.
- (c) If the Final Redemption Date or any other date on which the Debentures are redeemed in full, falls on a day which is not a Business Day, the payment of any amounts in respect of any interest and Outstanding Principal Amounts to be made shall be made on the preceding Business Day.

6.16 Tax Deduction at Source

- (a) All payments to be made by the Issuer to the Debenture Holders under the Transaction Documents shall be made after deduction of tax pursuant to Applicable Law.
- (b) If the Issuer is required to make a Tax Deduction, it shall make that Tax Deduction and any payment required in connection with that Tax Deduction within the time allowed and in the minimum amount required by Applicable Law.
- (c) 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 Issuer shall deliver to the Debenture Trustee evidence reasonably satisfactory to the Debenture Trustee that the Tax Deduction has been made or (as applicable) any appropriate payment paid to the relevant taxing authority.

6.17 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 18th March 2026, by which date the Investors would be intimated of allotment.

6.18 Record Date

The date 15 (Fifteen) calendar days prior to the Final Redemption date or Interest Payment date, as the case may be, on which the determination of the persons entitled to receive Redemption Amount/ 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/CDSL records) shall be made.

6.19 Interest on Application Money

- (a) Interest at the Interest Rate, (subject to deduction of tax at source in accordance with Applicable Law, or any other statutory modification or re-enactment thereof, as applicable) will be paid to the Applicants on the Application Money for the Debentures for the period starting from and including the date of realization of Application Money in the Designated Bank Account up to one day prior to the Deemed Date of Allotment.
- (b) Where pay-in date of the Application Money and the Deemed Date of Allotment are the same, no interest on Application Money will be payable.

6.20 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.

6.21 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.

6.22 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.

6.23 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 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 this Key Information Document for the default in payment of Coupon, and/or Redemption Amount till the dues are cleared.

6.24 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.

6.25 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.

6.26 Buyback

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

6.27 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.

6.28 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 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.

SECTION 7: UNDERTAKING

Please refer to Section 9 (*Undertaking*) of the General Information Document for the undertakings provided by the Issuer pursuant to the SEBI NCS Regulations and the relevant SEBI Listed Debentures Circulars. The undertakings to the extent required to be set out in this Key Information Document are as follows:

(1) **UNDERTAKING ON CREATION OF SECURITY PURSUANT TO REGULATION 48(2) OF THE SEBI NCS REGULATIONS**

The Issuer hereby undertakes that in respect of the assets on which charge is proposed to be created as security for the Debentures to meet the Security Cover shall be a first ranking *pari passu* continuing charge and all permissions or consents to create a second or *pari-passu* charge on the assets of the Issuer have been obtained from existing creditors of the Issuer to whom the assets are charged, prior to creation of the charge under the Transaction Documents.

The Issuer further undertakes that the information on consents/ permissions required for creation of further charge on assets shall be adequately disclosed.

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

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

Current assets, including book debts, loans and advances, cash and bank balances and receivables of the Issuer from gold loans both present and future of the Company and excluding microfinance receivables, statutory reserves and those assets and receivables specifically and exclusively charged in favour of existing charge holders of the Issuer in favour of the Debenture Trustee on such terms and conditions as disclosed in the relevant Debenture Trust Deed.

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

No title deeds are applicable or available for movable assets comprising receivables from loans provided by the Issuer over which security is proposed to be created by the Issuer. The details of the underlying loan agreements (if any) will be provided in accordance with the Deed of Hypothecation.

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

The details of the charge to be created over the movable assets comprising receivables from loans provided by the Issuer over which security is proposed to be created by the Issuer under the Deed of Hypothecation will be reported to the relevant registrar of companies and the Central Registry of Securitisation Asset Reconstruction and Security Interest (CERSAI) within the timelines prescribed under Applicable Law. As the charge is being created over movable assets, no filings are required to be made with any sub-registrar.

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

Not Applicable.

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

- (i) **Details of existing charge over the assets along with details of charge holders, value/ amount, copy of evidence of registration with Sub-registrar, Registrar of Companies, CERSAI, Information Utility (IU) registered with Insolvency and Bankruptcy Board of India (IBBI) etc. as applicable:**

The required consents/NOCs have been obtained by the Company and have been submitted to the Debenture Trustee.

- (ii) **Consent/ No-objection certificate (NOC) from Existing Charge Holders for further creation of charge on the assets or relevant transaction documents wherein existing charge holders have given conditional consent/ permission to the Issuer to create further charge on the assets, along-with terms of such conditional consent/ permission, if any:**

The required consents/NOCs have been obtained by the Company and have been submitted to the Debenture Trustee.

- (iii) **Consent/ NOC from existing unsecured lenders, in case, negative lien is created by Issuer in favour of unsecured lenders:**

Not Applicable

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

Personal Guarantee from Mr. Mathew Muthoottu and Mrs. Nizzy Mathew.

- (i) Details of guarantor viz. relationship with the Issuer

The Personal Guarantors are promoters of the Issuer.

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

- (iii) List of assets of the guarantor including undertakings/ consent/ NOC as per para (d) and (e) above.

As per networth statement detailed under sub-para (ii) above.

- (iv) Conditions of invocation of guarantee including details of put options or any other terms and conditions which may impact the security created.

NIL

- (v) List of previously entered agreements for providing guarantee to any other person along with an undertaking that there are no agreements other than those provided in the list, if any

As per Section 4.1 of this Key Information Document.

- (g) **In case of corporate guarantee or any other document/ letter with similar intent is offered as security or a part of security:** Not Applicable
 - (i) Details of guarantor viz. holding/ subsidiary/ associate company etc.: Not Applicable
 - (ii) Audited financial statements (not older than 6 months from the date of debenture trustee agreement) of guarantor including details of all contingent liabilities: Not Applicable
 - (iii) List of assets of the guarantor along-with undertakings/ consent/ NOC as per para 2.1(b) and 2.1(c) above: Not Applicable
 - (iv) Conditions of invocation of guarantee including details of put options or any other terms and conditions which may impact the security created: Not Applicable
 - (v) Impact on the security in case of restructuring activity of the guarantor: Not Applicable
 - (vi) Undertaking by the guarantor that the guarantee shall be disclosed as “contingent liability” in the “notes to accounts” forming part of the financial statements of the guarantor: Not Applicable
 - (vii) Copy of Board resolution of the guarantor for the guarantee provided in respect of the debt securities of the Issuer: Not Applicable
 - (viii) List of previously entered agreements for providing guarantee to any other person along with an undertaking that there are no agreements other than those provided in the list, if any: Not Applicable
- (h) **In case of any other contractual comforts/ credit enhancements provided for or on behalf of the issuer, it shall be required to be legal, valid and enforceable at all times, as affirmed by the issuer. In all other respects, it shall be dealt with as specified above with respect to guarantees:** Not Applicable.
- (i) **In case securities (equity shares etc.) are being offered as security then a holding statement from the depository participant along-with an undertaking that these securities shall be pledged in favour of debenture trustee(s) in the depository system:** Not Applicable.
- (j) **Details of any other form of security being offered viz. Debt Service Reserve Account etc.:** Not Applicable.
- (k) **Any other information, documents or records required by debenture trustee with regard to creation of security and perfection of security:** Not Applicable.
- (l) **Declaration:** The Issuer declares that any Debentures issued pursuant to the General Information Document (and this Key Information Document) shall be considered as

secured only if the charged asset is registered with Sub-registrar and Registrar of Companies or CERSAI or Depository etc., as applicable, or is independently verifiable by the Debenture Trustee.

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

Acceptance fees: INR 2,50,000/- (Indian Rupees Two Lakhs and Fifty Thousand Only)

Annuity Charges: INR 2,25,000/- (Indian Rupees Two Lakhs and Twenty Five Thousand Only)

The Issuer hereby undertakes that all disclosures made in this Key Information Document with respect to creation of Security are in conformity with the clauses of Debenture Trustee Agreement.

- (n) **Details of security to be created:** Please refer section named "*Security (Including description, type of security, type of charge, likely date of creation of security, minimum security cover, revaluation, replacement of security)*" in Section 4.39 (*Summary Terms*) of this Key Information Document.
- (o) **Process of due diligence carried out by the debenture trustee:** The Debenture Trustee has carried out due diligence in accordance with the manner prescribed in Chapter II (*Due Diligence by Debenture Trustees*) of the SEBI Debenture Trustee Operational Circular. The due diligence shall be carried out in accordance with Section 4.38 of this Key Information Document.
- (p) **Due diligence certificate as per the format specified in Annexure IIA:** Enclosed as Annexure VI of this Key Information Document.
- (q) **Due diligence certificate as per the format specified in Schedule IV of the Securities and Exchange Board of India (Issue and Listing of Non-Convertible Securities) Regulations, 2021:** Enclosed as Annexure VI of this Key Information Document.

- (3) 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.

For **MUTHOOT MCRED LIMITED (FORMERLY KNOWN AS MUTHOOTTU MINI FINANCIERS LIMITED)**



Authorised Signatory
Name: Mathew Muthoottu
Title: Managing Director
DIN: 01786534
Date: 13th March 2026
Place: Kochi, India



Authorised Signatory
Name: Nizzy Mathew
Title: Chairman & Wholetime Director
DIN: 01680739
Date: 13th March 2026
Place: Kochi, India

SECTION 8: FORM NO. PAS-4 PRIVATE PLACEMENT OFFER CUM APPLICATION LETTER

FORM NO PAS-4 PRIVATE PLACEMENT OFFER CUM APPLICATION LETTER ("PPOA")

[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 4,60,000 (FOUR LAKH AND SIXTY THOUSAND) SENIOR, SECURED, RATED, LISTED, REDEEMABLE, TAXABLE, TRANSFERRABLE, NON-CONVERTIBLE DEBENTURES HAVING A FACE VALUE OF INR 10,000/- (INDIAN RUPEES TEN THOUSAND ONLY) EACH, FOR CASH, AGGREGATING UP TO INR 460,00,00,000/- (INDIAN RUPEES FOUR HUNDRED AND SIXTY CRORES ONLY) COMPRISING OF:

- (I) UP TO 50,000 (FIFTY THOUSAND) SENIOR, SECURED, RATED, LISTED, REDEEMABLE, TAXABLE, TRANSFERRABLE, NON-CONVERTIBLE DEBENTURES HAVING A FACE VALUE OF INR 10,000/- (INDIAN RUPEES TEN THOUSAND ONLY) EACH, FOR CASH, AT PAR, AGGREGATING UP TO INR 50,00,00,000/- (INDIAN RUPEES FIFTY CRORES ONLY) IN A DEMATERIALISED FORM, ON A PRIVATE PLACEMENT BASIS ("SERIES I DEBENTURES");**
- (II) UP TO 2,00,000 (TWO LAKH) SENIOR, SECURED, RATED, LISTED, REDEEMABLE, TAXABLE, TRANSFERRABLE, NON-CONVERTIBLE DEBENTURES HAVING A FACE VALUE OF INR 10,000/- (INDIAN RUPEES TEN THOUSAND ONLY) EACH, FOR CASH, AT PAR, AGGREGATING UP TO INR 200,00,00,000/- (INDIAN RUPEES TWO HUNDRED CRORES ONLY) IN A DEMATERIALISED FORM, ON A PRIVATE PLACEMENT BASIS ("SERIES II DEBENTURES"); AND**
- (III) UP TO 2,10,000 (TWO LAKH AND TEN THOUSAND) SENIOR, SECURED, RATED, LISTED, REDEEMABLE, TAXABLE, TRANSFERRABLE, NON-CONVERTIBLE DEBENTURES HAVING A FACE VALUE OF INR 10,000/- (INDIAN RUPEES TEN THOUSAND ONLY) EACH, FOR CASH, AT PAR, AGGREGATING UP TO INR 210,00,00,000/- (INDIAN RUPEES TWO HUNDRED AND TEN CRORES ONLY) IN A DEMATERIALISED FORM, ON A PRIVATE PLACEMENT BASIS ("SERIES III DEBENTURES").**

(SERIES I DEBENTURES, SERIES II DEBENTURES AND SERIES III DEBENTURES SHALL HEREINAFTER COLLECTIVELY BE REFERRED TO AS THE "DEBENTURES") ("ISSUE") BY MUTHOOT MCRED LIMITED (FORMERLY KNOWN AS MUTHOOTTU MINI FINANCIERS LIMITED) (THE "COMPANY" OR "ISSUER")

PART A

8.1 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:	MUTHOOT MCred LIMITED (Formerly known as Muthoottu Mini Financiers Limited)
Registered Office:	65/623-K, Muthoottu Royal Towers, Kaloor, Kochi, Kerala - 682017
Corporate Office:	65/623-K, Muthoottu Royal Towers, Kaloor, Kochi, Kerala - 682017
Telephone No.:	+91 484 291 2100
Website:	www.muthootmcred.com
Fax:	N.A.
Contact Person:	Smitha KS

Email: ks.smitha@muthootmcred.com

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

March 18, 1998

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

Kindly refer to Section 4.9 (a) and Section 4.9 (c) (*Section 4: Regulatory Disclosures*) to this Key Information Document.

Branch details:

Kindly refer to Section 4.9 (d) (*Section 4 :Regulatory Disclosures*) to this Key Information Document.

Subsidiary details:

Kindly refer to Section 4.9 (e) (*Section 4: Regulatory Disclosures*) to this Key Information Document.

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

Name	Designation	Experience
Mathew Muthoottu	Managing Director	He has been a director of our Company since March 7, 2008, and is responsible for business promotion, expansion and brand building activities of our Company.
Nizzy Mathew	Whole Time Director	She has been a director of our Company since its incorporation and is responsible for overall management of the Company.

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

Kindly refer to Section 4.12 (*Section 4: Regulatory Disclosures*) to this Key Information Document.

8.2 MANAGEMENT'S PERCEPTION OF RISK FACTORS:

Please refer to Section 3 of the General Information Document.

8.3 RISKS RELATED TO THE BUSINESS OF THE ISSUER

Please refer to Section 3 of the General Information Document.

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

- (i) Statutory Dues: Nil
- (ii) Debentures and interest thereon: Nil

(iii) Deposits and interest thereon: Nil

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

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

Name: Smitha KS
Designation: Company Secretary
Address: 65/623-K, Muthoottu Royal Towers, Kaloor, Kochi – 682017
Phone No.: +91 484 291 2178
Email: ks.smitha@muthootmcred.com

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

NIL

8.7 Registrar of the Issue: MUFG Intime India Private Limited (*Formerly known as Link Intime India Private Limited*)

8.8 Valuation Agency: Not Applicable

8.9 Auditors: Mohandas & Associates, Chartered Accountants

8.10 Particulars of the Offer:

Financial position of the Company for the last 3 (three) financial years	Please refer to CHAPTER A of this Private Placement Offer cum Application Letter.
Date of passing of Board Resolution	Resolution dated 07 th March 2026, of the board of directors of the Issuer.
Date of passing of resolution in the general meeting, authorizing the offer of securities	Shareholders resolutions dated February 19, 2026, under Section 180(1)(c) and shareholders resolution dated February 19, 2026, Section 180(1)(a) of the Companies Act, 2013.
Kind of securities offered (i.e. whether share or debenture) and class of security; the total number of shares or other securities to be issued	Up to 4,60,000 (Four Lakh and Sixty Thousand) senior, secured, rated, listed, redeemable, taxable, non-convertible debentures, each, for cash, at par, having a face value of INR 10,000/- (Indian Rupees Ten Thousand Only) aggregating up to INR 460,00,00,000/- (Indian Rupees Four Hundred and Sixty Crores Only) in dematerialised form, on a private placement basis comprising of Series I Debentures, Series II Debentures and Series III Debentures.
Price at which the security is being	The Debentures are being offered at a face value of INR 10,000/- (Indian Rupees Ten Thousand Only) per Debenture.

offered, including the premium if any, along with justification of the price	Not applicable as each Debenture is a non-convertible debt instrument which is being offered at a face value of INR 10,000/- (Indian Rupees Ten Thousand Only) per Debenture.
Name and address of the valuer who performed valuation of the security offered, and basis on which the price has been arrived at along with report of the registered valuer	Not applicable as the Debentures are being offered at a face value of INR 10,000/- (Indian Rupees Ten Thousand Only) per Debenture.
Relevant date with reference to which the price has been arrived at [Relevant Date means a date at least 30 days prior to the date on which the general meeting of the Company is scheduled to be held]	Not applicable as each Debenture is a non-convertible debt instrument which is being issued at a face value of INR 10,000/- (Indian Rupees Ten Thousand Only) per Debenture.
The class or classes of persons to whom the allotment is proposed to be made	Please refer to ' <i>Eligible Investors</i> ' under Section 4.39 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 as each Debenture is a non-convertible debt instrument which is being issued at a face value of INR 10,000/- (Indian Rupees Ten Thousand Only) per Debenture.

The proposed time within which the allotment shall be completed	The Debentures will be deemed to be allotted on 18 th March 2026 (" Deemed Date of Allotment "), and the Issuer will ensure that the Debentures are credited into the demat accounts of the holders of the Debentures (" Debenture Holders ") within the timelines prescribed under the SEBI Listing Timelines Requirements.
The names of the proposed allottees and the percentage of post private placement capital that may be held by them [Not applicable in case of issue of non-convertible debentures]	Not applicable as each Debenture is a non-convertible debt instrument which is being issued at a face value of INR 10,000/- (Indian Rupees Ten Thousand Only) per Debenture.
The change in control, if any, in the company that would occur consequent to the private placement	No change in control would occur consequent to this private placement as the Debentures are non-convertible debt instruments.
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	Note: No shares have been allotted. With respect to issue of Debentures, please refer to Section 4 (Regulatory Disclosures) of this Key Information Document.
The justification for the allotment proposed to be made for consideration other than cash together with valuation report of the registered valuer	Not applicable as each Debenture is a non-convertible debt instrument which is being issued at a face value of INR 10,000/- (Indian Rupees Ten Thousand Only) per Debenture.
Amount, which the Company intends to raise by way of proposed offer of securities	Up to INR 460,00,00,000/- (Indian Rupees Four Hundred and Sixty Crores Only) comprising of Series I Debentures, Series II Debentures and Series III Debentures.

Terms of raising of securities:	Duration, if applicable:	<table><tr><th>Series I Debentures</th><th>Series II Debentures</th><th>Series III Debentures</th></tr><tr><td>26 (Twenty-Six) months from the Deemed Date of Allotment</td><td>Up to 27 (Twenty-Seven) months from the Deemed Date of Allotment</td><td>30 (Thirty) months from the Deemed Date of Allotment</td></tr></table>	Series I Debentures	Series II Debentures	Series III Debentures	26 (Twenty-Six) months from the Deemed Date of Allotment	Up to 27 (Twenty-Seven) months from the Deemed Date of Allotment	30 (Thirty) months from the Deemed Date of Allotment
	Series I Debentures	Series II Debentures	Series III Debentures					
	26 (Twenty-Six) months from the Deemed Date of Allotment	Up to 27 (Twenty-Seven) months from the Deemed Date of Allotment	30 (Thirty) months from the Deemed Date of Allotment					
		The proposed interest payment and redemption schedules are set out in Annexure V (<i>Illustration of Bond Cash Flows</i>) (subject to adjustments for Business Day Convention) of the Key Information Document.						
	Rate of Interest or Coupon:	<table><tr><th>Series I Debentures</th><th>Series II Debentures</th><th>Series III Debentures</th></tr><tr><td>9.25% p.a. (nine point two five percent) per annum payable monthly</td><td>9.30% p.a. (Nine point three zero percent) per annum payable monthly</td><td>9.65% p.a. (nine point six five percent) per annum payable monthly</td></tr></table>	Series I Debentures	Series II Debentures	Series III Debentures	9.25% p.a. (nine point two five percent) per annum payable monthly	9.30% p.a. (Nine point three zero percent) per annum payable monthly	9.65% p.a. (nine point six five percent) per annum payable monthly
	Series I Debentures	Series II Debentures	Series III Debentures					
9.25% p.a. (nine point two five percent) per annum payable monthly	9.30% p.a. (Nine point three zero percent) per annum payable monthly	9.65% p.a. (nine point six five percent) per annum payable monthly						
Coupon Payment Frequency	<table><tr><th>Series I Debentures</th><th>Series II Debentures</th><th>Series III Debentures</th></tr><tr><td>Monthly on 10th day of every month</td><td>Monthly on 10th day of every month</td><td>Monthly on 10th day of every month</td></tr></table>	Series I Debentures	Series II Debentures	Series III Debentures	Monthly on 10 th day of every month	Monthly on 10 th day of every month	Monthly on 10 th day of every month	
Series I Debentures	Series II Debentures	Series III Debentures						
Monthly on 10 th day of every month	Monthly on 10 th day of every month	Monthly on 10 th day of every month						
Mode of Payment	Electronic clearing services (ECS)/credit through RTGS system/funds transfer, wherein the subscription amounts on the Debentures issued by the Issuer should be paid into the account details set out in Section 6.1 of the Key Information Document.							
Mode of Repayment	All interest, principal repayments, penal interest and other amounts, if any, payable by the Issuer to the Debenture Holders shall be paid to the Debenture Holders by electronic mode of transfer like RTGS/NEFT/direct credit to such bank account within India as the Debenture Holders' inform the Issuer in writing and which details are available with the Registrar. Credit for all payments will be given only on realisation.							
Proposed time schedule for which the Issue/Offer Letter is valid	Issue Open Date: 17 th March 2026 Issue Closing Date: 17 th March 2026 Pay-in Date: 18 th March 2026 Deemed Date of Allotment: 18 th March 2026							

Purpose and objects of the Issue/Offer	Please refer Section 4.39 (<i>Summary Terms</i>) of the Key Information Document.
Contribution being made by the promoters or directors either as part of the offer or separately in furtherance of such objects	Nil
Principal terms of assets charged as security, if applicable	Please refer 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 4.39 (<i>Summary Terms</i>) of the Key Information Document.
The details of significant and material orders passed by the Regulators, Courts and Tribunals impacting the going concern status of the Company and its future operations	Nil

The pre-issue and post-issue equity 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	1,92,14,353	76.76%	192,14,353	76.76%
	Bodies Corporate	58,18,181	23.24%	58,18,181	23.24%
	Sub-total	250,32,534	100%	250,32,534	100%
2	Foreign promoters	Nil	Nil	Nil	Nil
	Sub-total (A)	Nil	Nil	Nil	Nil
B	Non-promoters' holding				

1.	Institutional Investors	Nil	Nil	Nil	Nil
2.	Non-Institutional Investors	Nil	Nil	Nil	Nil
	Private Corporate Bodies including Foreign Companies	Nil	Nil	Nil	Nil
	Directors and relatives	Nil	Nil	Nil	Nil
	Indian public	5	Negligible	5	Negligible
	Others (including Non-resident Indians and Non-Promotor- Non Public shareholding)	Nil	Nil	Nil	Nil
	Sub-total (B)	5	Negligible	5	Negligible
	GRAND TOTAL	250,32,539	100%	250,32,539	100%

8.11 Mode of payment for subscription:

- () Cheque
() Demand Draft
(✓) Other Banking Channels

8.12 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	NIL

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	
Remuneration of directors (during the current year and last 3 (three) financial years)	Please refer to Section 4.12 (c) of this Key Information Document.
In purchase or acquisition of any immoveable property including indirect acquisition of immoveable property for which advances have been paid to third parties, disclosures regarding: (i) the names, addresses, descriptions and occupations of the vendors; (ii) the amount paid or payable in cash, to the vendor and where there is more than one vendor, or the company is a sub-purchaser, the amount so paid or payable to each vendor, specifying separately the amount, if any, paid or payable for goodwill; (iii) the nature of the title or interest in such property proposed to be acquired by the company; and (iv) the particulars of every transaction relating to the property completed within the two preceding years, in which any vendor of the property or any	NIL

person who is or was at the time of the transaction, a promoter or a director or proposed director of the company, had any interest, direct or indirect, specifying the date of the transaction and the name of such promoter, director or proposed director and stating the amount payable by or to such vendor, promoter, director or proposed director in respect of the transaction: Provided that if the number of vendors is more than five, then the disclosures as required above shall be on an aggregated basis, specifying the immoveable property being acquired on a contiguous basis with mention of the location/total area and the number of vendors from whom it is being acquired and the aggregate value being paid. Details of minimum amount, the maximum amount and the average amount paid/payable should also be disclosed for each immovable property.	
If: (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	NA

indirectly and in any manner resulting in the acquisition by the company of shares in any other body corporate; and (ii) by reason of that acquisition or anything to be done in consequence thereof or in connection therewith, that body corporate shall become a subsidiary of the company, a report shall be made by a Chartered Accountant (who shall be named in the issue document) upon – A. the profits or losses of the other body corporate for each of the three financial years immediately preceding the issue of the issue document; and the assets and liabilities of the other body corporate as on the latest date to which its accounts were made up.	
The said report shall: (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	NA

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 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																							
The broad lending and borrowing policy including summary of the key terms and conditions of the term loans such as re-scheduling, prepayment, penalty, default; and where such lending or borrowing is between the issuer and its subsidiaries or associates, matters relating to terms and conditions of the term loans including re-scheduling, prepayment, penalty, default shall be disclosed.	Please refer to Annexure VIII of the General Information Document.																						
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	No equity shares were purchased or sold. <table><tr><th>NAME</th><th>STATUS</th><th>SHARES</th><th>PURCHASED</th></tr><tr><td>NA</td><td>NA</td><td>NA</td><td>NA</td></tr></table> The details of Compulsory Convertible Preference Shares purchased by the promoter/promoter group is as follows: <table><tr><th>Sr. No.</th><th>Name of the Transferor</th><th>Name of the Transferee</th><th>Date of purchase/ transfer</th><th>Whether purchase/ transfer</th><th>Number of CCPS</th><th>Amount in ₹ lakhs</th></tr><tr><td>1</td><td>Fresh Issue - CCPS</td><td>Nizzy Mathew</td><td>30-12-2025</td><td>Purchase</td><td>50000</td><td>50</td></tr></table>	NAME	STATUS	SHARES	PURCHASED	NA	NA	NA	NA	Sr. No.	Name of the Transferor	Name of the Transferee	Date of purchase/ transfer	Whether purchase/ transfer	Number of CCPS	Amount in ₹ lakhs	1	Fresh Issue - CCPS	Nizzy Mathew	30-12-2025	Purchase	50000	50
NAME	STATUS	SHARES	PURCHASED																				
NA	NA	NA	NA																				
Sr. No.	Name of the Transferor	Name of the Transferee	Date of purchase/ transfer	Whether purchase/ transfer	Number of CCPS	Amount in ₹ lakhs																	
1	Fresh Issue - CCPS	Nizzy Mathew	30-12-2025	Purchase	50000	50																	

Registrar of Companies, shall be disclosed.	2	Fresh Issue - CCPS	Muthoottu Infotech Private Limited	30-12-2025	Purchase	6142000	6142
	3	Fresh Issue - CCPS	Muthoottu Infotech Private Limited	30-01-2026	Purchase	38,60,000	3860
	4	Fresh Issue - CCPS	Muthoottu Mini Theatres Private Limited	27-02-2026	Purchase	75,44,000	7544
Related party transactions entered during the last 3 (three) financial years immediately preceding the year of issue of this private placement offer cum application letter including with regard to loans made or, guarantees given or securities provided	Please refer to Section 4.23 and Section 4.37 (h) of this Key Information Document.						
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	Please refer to Section 4.37 (i) of this Key Information Document.						
Details of any inquiry, inspections or investigations initiated or conducted under the Companies Act or any previous company law in the last 3 (three) years immediately preceding the year of 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)	Please refer to Section 4.37 (j) of this Key Information Document.						

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	
Details of acts of material frauds committed against the Company in the last 3 (three) years, if any, and if so, the action taken by the company	Please refer to Section 4.21 of this Key Information Document.

8.13 Financial Position of the Company:

The capital structure of the company in the following manner in a tabular form as on December 31, 2025:

The authorized, issued, subscribed and paid up capital (number of securities, description and aggregate nominal value)	Please refer to Section 4.11 (a) of this Key Information Document							
Size of the Present Offer	Up to INR 460,00,00,000/- (Indian Rupees Four Hundred and Sixty Crores Only) comprising of Series I Debentures, Series II Debentures and Series III Debentures.							
Paid-up Capital: a. After the offer: b. After the conversion of convertible instruments (if applicable)	INR 2,50,32,53,900 INR 2,50,32,53,900 The issue of the Debentures will not result in a change of paid-up capital as each Debenture is a non-convertible debt instrument which is being issued at face value.							
Share Premium Account: a. Before the offer: b. After the offer:	Please refer to Section 4.11 (a) of this Key Information Document.							
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:								
Equity Capital Build up from Incorporation:								
Date of Allotment	No. of Equity Shares	Face Value (in`)	Issue Price (in`)	Consideration (Cash, other than cash etc.)	Nature of Allotment	Cumulative No. of Equity Shares	Cumulative Equity Share Capital (in`)	Cumulative Equity Share Premium (in`)
March	4,000	100	100	Cash	Subscribers	4,000	4,00,000	NIL

18, 1998					to MOA ¹			
December 28, 1999	1,96,000	100	100	Cash	Preferential Allotment ²	2,00,000	2,00,00,000	NIL
October 1, 2010	58,00,000	100	100	Cash	Preferential Allotment to Roy M. Mathew	60,00,000	60,00,00,000	NIL
November 30, 2010	60,00,000	100	100	Cash	Preferential Allotment to Roy. M. Mathew	1,20,00,000	1,20,00,00,000	NIL
December 28, 2012	10,00,000	100	200	Cash	Preferential Allotment to Mini Muthoottu Credit India Private Limited	1,30,00,000	1,30,00,00,000	10,00,00,000
March 28, 2013	27,50,000	100	200	Cash	Preferential Allotment ³	1,57,50,000	1,57,50,00,000	37,50,00,000
March 28, 2013	17,50,000	100	--	Not Applicable	Bonus issue at the ratio of 1 Equity Shares for every 9 Equity Shares held by existing shareholders as on March 28, 2013	1,75,00,000	1,75,00,00,000	37,50,00,000
November 26, 2013	25,00,000	100	--	Not Applicable	Bonus issue at the ratio of 1 Equity Shares for every 7 Equity Shares held by existing shareholders as on November 25, 2013	2,00,00,000	2,00,00,00,000	37,50,00,000
November 30, 2013	15,00,000	100	200	Cash	Preferential Allotment ⁴	2,15,00,000	2,15,00,00,000	52,50,00,000
December 10, 2013	10,00,000	100	200	Cash	Preferential Allotment to Roy. M. Mathew	2,25,00,000	2,25,00,00,000	62,50,00,000

September 29, 2017	12,40,418	100	165	Cash	Preferential Allotment ⁵	2,37,40,418	237,40,41,800	70,56,27,170
November 1, 2017	12,12,121	100	165	Cash	Preferential Allotment to Muthoottu Mini Theatres	2,49,52,539	249,52,53,900	78,44,15,035
March 28, 2024	80,000	100	375	Cash	Private Placement Allotment to Mathew Muthoottu ⁶	2,50,32,539	250,32,53,900	80,64,15,035
Total						2,50,32,539	250,32,53,900	80,64,15,035

¹ Allotment of 1,000 Equity Shares each to Mr. Roy.M.Mathew, Ms. Nizzy Mathew, Mr. Mathew Muthoottu and Ms. Sosamma Mathew

² Allotment of 1,38,000 Equity Shares to Mr. Roy M. Mathew and 29,000 Equity Shares each to Ms. Nizzy Mathew and Ms. Sosamma Mathew

³ Allotment of 3,50,000 Equity Shares to Mr. Roy M. Mathew, 5,00,000 Equity Shares to RMM Properties India Private Limited and 19,00,000 Equity Shares to Muthoottu Mini Hotels Private Limited

⁴ Allotment of 13,50,000 Equity Shares to Mr. Mathew Muthoottu and 1,50,000 Equity Shares to Mini Muthoottu Credit India Private Limited

⁵ Allotment of 11,01,818 Equity Shares to Mr. Mathew Muthoottu and 1,38,600 Equity Shares to Muthoottu Mini Hotels Private Limited

⁶ Allotment of 80,000 Equity Shares to Mr. Mathew Muthoottu

Preference Share Capital Build up from Incorporation as on 31-12-2025:

Date of Allotment	No. of Compulsory Convertible Preference Shares	Face Value (in `)	Issue Price (in `)	Consideration (Cash, other than cash etc.)	Nature of Allotment	Cumulative No. of Compulsory Convertible Preference Shares	Cumulative Compulsory Convertible Preference Share Capital (in `)	Cumulative Compulsory Convertible Preference Share Premium (in `)
December 30, 2025	76,07,000	100	100	Cash	Private Placement	76,07,000	76,07,000	NIL

Allotment of 7607000 number of Compulsory Convertible Preference Shares at face value of INR 100 each to 64 persons including a group company on 30/12/2025

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	Date	Amount	Type of issue	Form of Consideration
	Nil	Nil	Nil	Nil
No allotments were made by the Company in the last 1 (one) year				

for consideration other than cash and details of the consideration in each case													
Profits of the Company, before and after making provision for tax, for the 3 (three) financial years immediately preceding the date of circulation of this private placement offer cum application letter	<table><tr><th>FY</th><th>PBT (in Rs. Cr)</th><th>PAT (in Rs. Cr)</th></tr><tr><td>2024-25</td><td>129.72</td><td>94.18</td></tr><tr><td>2023-24</td><td>110.56</td><td>77.83</td></tr><tr><td>2022-23</td><td>81.77</td><td>67.49</td></tr></table>	FY	PBT (in Rs. Cr)	PAT (in Rs. Cr)	2024-25	129.72	94.18	2023-24	110.56	77.83	2022-23	81.77	67.49
FY	PBT (in Rs. Cr)	PAT (in Rs. Cr)											
2024-25	129.72	94.18											
2023-24	110.56	77.83											
2022-23	81.77	67.49											
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)	No dividend has been declared by the Issuer till the date of this private placement offer and application letter. <table><tr><th>Year</th><th>2024-25</th><th>2023-2024</th><th>2022-2023</th></tr><tr><td>Interest Coverage Ratio</td><td>1.30</td><td>1.28</td><td>1.25</td></tr></table>	Year	2024-25	2023-2024	2022-2023	Interest Coverage Ratio	1.30	1.28	1.25				
Year	2024-25	2023-2024	2022-2023										
Interest Coverage Ratio	1.30	1.28	1.25										
A summary of the financial position of the Company as in the 3 (three) audited balance sheets immediately preceding the date of circulation of this private placement offer cum application letter	Please refer to CHAPTER A of this Private Placement Offer cum Application Letter.												
Audited Cash Flow Statement for the 3 (three) years immediately preceding the date of circulation of this private placement offer cum application letter	Please refer to CHAPTER B of this Private Placement Offer cum Application Letter.												
Any change in accounting policies during the last 3 (three) years and their effect on the profits and the reserves of the Company	NIL												

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.

8.14 DECLARATION (To be provided by the Directors)

- A. The Company has complied with the provisions of the Companies Act, 2013, Securities Contracts (Regulation) Act, 1956 (42 of 1956) and the Securities and Exchange Board of India Act, 1992 (15 of 1992) and the rules made thereunder.
- 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.
- C. The monies received under the offer shall be used only for the purposes and objects indicated in this private placement offer cum application letter.

I am authorized by the board of directors of the Company *vide* resolution dated 07th March 2026, to sign this private placement offer cum application letter and declare that all the requirements of Companies Act, 2013 and the rules made thereunder in respect of the subject matter of this private placement offer cum application letter and matters incidental thereto have been complied with.

Whatever is stated in this private placement offer cum application letter and in the attachments thereto is true, correct and complete and no information material to the subject matter of this private placement offer cum application letter has been suppressed or concealed and is as per the original records maintained by the promoters subscribing to the Memorandum of Association and Articles of Association.

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

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 **MUTHOOT MCRED LIMITED (FORMERLY KNOWN AS MUTHOOTTU MINI FINANCIERS LIMITED)**



Authorised Signatory
Name: Mathew Muthoottu
Title: Managing Director
DIN: 01786534
Date: 13th March 2026
Place: Kochi, India



Authorised Signatory
Name: Nizzy Mathew
Title: Chairman & Wholetime Director
DIN: 01680739
Date: 13th March 2026
Place: Kochi, India

Enclosed

Chapter–A - A summary of the financial position of the Company as in the 3 (three) audited balance sheets immediately preceding the date of circulation of this Offer Letter

Chapter–B - Audited Cash Flow Statement for the 3 (three) years immediately preceding the date of circulation of this Offer Letter

Chapter–C - Related party transactions entered during the last 3 (three) financial years immediately preceding the year of issue of this private placement offer cum application letter including with regard to loans made or, guarantees given or securities provided

Optional Attachments, if any

**CHAPTER A: FINANCIAL POSITION OF THE COMPANY AS IN THE 3 (THREE) AUDITED
BALANCE SHEETS IMMEDIATELY PRECEDING THE DATE OF CIRCULATION OF THIS
PRIVATE PLACEMENT OFFER CUM APPLICATION LETTER**

(Please refer to Annexure IV of this Key Information Document)

CHAPTER B: AUDITED CASH FLOW STATEMENT FOR THE 3 (THREE) YEARS IMMEDIATELY PRECEDING THE DATE OF CIRCULATION OF THIS PRIVATE PLACEMENT OFFER CUM APPLICATION LETTER

(Please refer to Annexure IV of this Key Information Document)

CHAPTER C- RELATED PARTY TRANSACTIONS ENTERED DURING THE LAST 3 (THREE) FINANCIAL YEARS IMMEDIATELY PRECEDING THE YEAR OF ISSUE OF THE PRIVATE PLACEMENT OFFER CUM APPLICATION LETTER

Financial Year	Page number of the audit report which sets out the details of the related party transactions
2022-23	From page no. F344 to F349 of Financial Statements of FY 2022-23
2023-24	From page no. F213 to F217 of Financial Statements of FY 2023-24
2024-25	From page no. F130 to F132 of Financial Statements of FY 2024-25

SECTION 9: DECLARATION

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

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

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

- i. The Issuer undertakes that this Key Information Document contain full disclosures in accordance with SEBI NCS 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.
- ii. 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;
- iii. the monies received under the offer shall be used only for the purposes and objects indicated in the Offer document;
- iv. 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
- v. 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, Mathew Muthoottu, Managing Director (DIN: 01786534) and Nizzy Mathew, Wholtime Director (DIN: 01680739) are authorized by the Board of Directors of the Company vide resolution dated 07th March 2026, as attached below in **Annexure VII**, to sign this Key Information Document and declare that all the requirements of the Companies Act, 2013 and the rules made there under in respect of the subject matter of this Key Information Document and matters incidental thereto have been complied with. Whatever is stated in this Key Information Document and in the attachments thereto is true, correct and complete and no information material to the subject matter of this Key Information Document has been suppressed or concealed and is as per the original records maintained by the promoters subscribing to the Memorandum and Articles of Association.

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

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

For **MUTHOOT MCRED LIMITED (FORMERLY KNOWN AS MUTHOOTTU MINI FINANCIERS LIMITED)**



Authorised Signatory
Name: Mathew Muthoottu
Title: Managing Director
DIN: 01786534
Date: 13th March 2026
Place: Kochi, India



Authorised Signatory
Name: Nizzy Mathew
Title: Chairman & Wholetime Director
DIN: 01680739
Date: 13th March 2026
Place: Kochi, India

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

(as attached separately)

ICRA/ Muthoot MCred Limited /13022026/01

February 13, 2026

Ms. ANN MARY GEORGE
Chief Financial Officer
Muthoot MCred Limited
65/623 K, Muthoottu Royal Towers,
Kaloor, Ernakulam,
Kerala- 682017, India

Dear Madam,

Re: ICRA's Credit Rating for below mentioned instruments of Muthoot MCred Limited (erstwhile Muthoottu Mini Financiers Limited)

As per the Rating Agreement/Statement of Work executed with ICRA Limited, ICRA's Rating Committee has taken the following rating actions for the mentioned instruments of your company.

Instrument	Previous Rated Amount (Rs. crore)	Current Rated Amount (Rs. crore)	Rating Action ¹
Non-Convertible Debentures	1,300.00	1,300.00	[ICRA]A (Stable); Reaffirmed
Non-Convertible Debentures	0.00	1,000.00	[ICRA]A (Stable); Assigned
Total	1,300.00	2,300.00	

Once the instrument is issued, the rating is valid throughout the life of the captioned programme until withdrawn. However, ICRA reserves the right to review and/or revise the above rating(s) at any time based on new information becoming available, or the required information not being available, or other circumstances that ICRA believes could have an impact on the rating(s). Therefore, request the lenders and investors to visit ICRA website at www.icra.in for latest rating(s) of the company.

The rating(s) are specific to the terms and conditions of the instruments as indicated to us by you, and any change in the terms or size of the same would require a review of the rating(s) by us. In case there is any change in the terms and conditions or the size of the rated instrument, the same must be brought to our notice before the instrument is used by you. In the event such changes occur after the rating(s) have been assigned by us and their use has been confirmed by you, the rating(s) would be subject to our review, following which there could be a change in the rating(s) previously assigned. Notwithstanding the foregoing, any change in the over-all limit of the instrument from that specified in this letter, would constitute an enhancement that would not be covered by or under the said Rating Agreement.

The rating(s) assigned must be understood solely as an opinion and should not be treated, or cause to be treated, as recommendation to buy, sell, or hold the rated [Instrument] availed/issued by your company.

You are also requested to forthwith inform us about any default or delay in repayment of interest or principal amount of the instrument rated, as above, or any other debt instruments/ borrowing and keep us informed of any other developments which may have a direct or indirect impact on the debt servicing capability of the company including any proposal for re-schedulement or postponement of the repayment programmes of the dues/ debts of the company with any lender(s) / investor(s), or occurrence of any significant development that could impact the ability of the company to raise funds such as restriction imposed by any authority from raising funds through issuance of debt securities through electronic bidding system. Further, you are requested to inform us immediately as and when the borrowing limit for the instrument rated, as above, or as prescribed by the regulatory authority(ies) is exceeded.

In line with SEBI Circular No. SEBI/HO/DDHS/DDHS-PoD-3/P/CIR/2024/160 dated November 18, 2024, issuers are encouraged to utilize the penny-drop verification service as provided by banks. This measure is intended to prevent payment failures when disbursing principal and/or interest to respective investors or debenture holders.

Penny-drop verification serves as an efficient method for confirming the bank account details of persons designated to receive payments. Once an account has been verified through this facility, it can be used for subsequent transactions related to interest and principal payments, thereby ensuring successful remittance and avoiding failure.

We look forward to your communication and assure you of our best services.

With kind regards,
Yours sincerely,
For ICRA Limited

AGAPPA MANI KARTHIK
Digitally signed by
AGAPPA MANI KARTHIK
Date: 2026.02.13
17:40:52 +05'30'

A M Karthik
Senior Vice President
a.karthik@icraindia.com

¹ Complete definitions of the ratings assigned are available at www.icra.in.

Annexure

Rated Instrument/ISIN	Rated Amount (Rs. crore)	Rating
NCD		
INE101Q07BC5 (Public Issue)	23.87	[ICRA]A (Stable)
INE101Q07BD3 (Public Issue)	15.45	
INE101Q07BB7 (Public Issue)	51.88	
INE101Q07BE1 (Public Issue)	9.15	
INE101Q07BG6 (Public Issue)	35.88	
INE101Q07BF8 (Public Issue)	17.36	
INE101Q07BK8 (Public Issue)	84.53	
INE101Q07BL6 (Public Issue)	96.22	
INE101Q07BM4 (Public Issue)	86.90	
INE101Q07BN2 (Public Issue)	20.96	
INE101Q07BJ0 (Public Issue)	11.39	
INE101Q07BH4	60.00	
INE101Q07BI2	35.00	
INE101Q07BO0	50.00	
INE101Q07BQ5	90.00	
INE101Q07BS1	180.00	
INE101Q07BR3	130.00	
INE101Q07BT9	50.00	
INE101Q07BU7	200.00	
Unallocated	1051.41	
Total	2300.00	

February 18, 2026

Muthoot MCred Limited (erstwhile Muthoottu Mini Financiers Limited): [ICRA]A (Stable) assigned to NCDs; rating reaffirmed

Summary of rating action

Instrument*	Previous rated amount (Rs. crore)	Current rated amount (Rs. crore)	Rating action
Long-term fund-based/Non-fund based bank facilities	3,050.00	3,050.00	[ICRA]A (Stable); reaffirmed
Non-convertible debenture (NCD) programme	1,300.00	1,300.00	[ICRA]A (Stable); reaffirmed
NCD programme	0.00	1,000.00	[ICRA]A (Stable); assigned
Total	4,350.00	5,350.00	

*Instrument details are provided in Annexure I

Rationale

The rating factors in Muthoot MCred Limited's (MMCL) established brand – Mini Muthoottu, and the long track record of the promoters and the company in the gold loan business. The Group has been operating in this segment for more than six decades. The rating also takes into consideration MMCL's comfortable asset quality and steadily improving earnings profile over the years.

MMCL has a moderate scale of operations, with 973 branches and a loan portfolio of Rs. 4,773.5 crore as of September 2025 vis-à-vis 948 branches and loan portfolio outstanding of Rs. 4,141.6 crore as of March 2025. Its operations are geographically concentrated, with South India contributing 95% to the loan portfolio as of September 2025. Over the years, MMCL's asset quality performance has remained healthy, with limited credit costs in the gold loan segment. As of September 2025, the entire gold portfolio had a loan-to-value (LTV) ratio of less than 75%, providing adequate security cover to the loan portfolio. Moreover, the company has been gradually shifting to a smaller-ticket (84.0% of the gold loan portfolio comprised loans with a ticket size of less than Rs. 3 lakh) and higher-yielding loan portfolio over the last two years. ICRA expects the same to continue, supporting a gradual improvement in the margins and earnings profile over the medium term.

ICRA takes note of the new directions for gold loans, which look to harmonise the regulatory framework, address concerns relating to the lending practices that are being followed and strengthen the conduct-related aspects of various lenders. Lenders are expected to make several operational changes in the near term to comply with these directions, which become effective from April 2026. While the final directions are relatively relaxed vis-à-vis the draft proposal, some impact on the business of the lenders is expected in the near term along with higher competitive pressure, which will remain monitorable.

MMCL's gearing stood at 5.4x as of September 2025 and 5.1x as of March 2025 (5.1x as of March 2024). In the past few years, portfolio growth was largely supported by internal accruals. The company has raised Rs. 114.9 crore of capital in YTD FY2026, with an additional Rs. 75 crore planned for infusion before March 2026. While MMCL's capitalisation is sufficient to meet its near-term growth requirements, it would require a further capital raise to maintain its medium-term growth at the envisaged level. ICRA expects the company to maintain its leverage below 6x over the medium term.

The Stable outlook reflects ICRA's expectation that MMCL's credit profile would continue to be supported in the near term by the steady asset quality performance and improving earnings profile.

Key rating drivers and their description

Credit strengths

Long track record of operations – The Muthoottu Group has a track record of more than six decades in the gold loan business. MMCL, the flagship company of the Group, was established in 1998. As such, the promoters have a long-standing track record in the business. The senior management is also experienced and handles the day-to-day operations of the company. The loan portfolio stood at Rs. 4,773.5 crore as of September 2025, with gold loans and microfinance comprising 93.2% and 6.8%, respectively. As of September 2025, the company had a pan-India network of 973 branches, spread across 12 states/Union Territories (UTs). MMCL's strong brand value and its experienced promoters and senior management team are expected to support business growth as it targets a compound annual growth rate (CAGR) of 25% over the next 3-4 years.

Comfortable asset quality – MMCL's asset quality has remained comfortable over the last few years; its gross stage 3 was at a healthy level of 0.8% as of September 2025. The company's gold loan portfolio mainly consists of loans with tenors of 6-9 months. It carries out the auction of pledged gold after following due process if the borrowers fail to repay the loans. Given the liquid nature of gold as security, MMCL has faced limited credit losses in its gold loan segment in the past. ICRA notes that the company has adequate mechanisms for marking-to-market the value of the jewellery, in line with gold price fluctuations, providing sufficient security cover for its loan portfolio. MMCL's auction recoveries ranged between 95% and 105% in the past four years.

The company's overall 90+ days past due (dpd) stood at 0.8% as of September 2025. The 90+ dpd in the gold loan segment decline to 0.4% as of September 2025 from 0.5% as of March 2025 as MMCL has extended the auction period, based on requests from customers, wherever the LTV is comfortable. The microfinance segment was impacted in the current fiscal, in line with overall sectoral performance trends. The 90+ dpd in this segment increased to 5.2% as of September 2025 from 4.7% as of March 2025. The company wrote off Rs. 0.71 crore in H1 FY2026. While the near-term performance of the microfinance segment would be monitorable, MMCL's overall asset quality would not be significantly impacted, given the small share of this segment in its total portfolio.

Adequate capitalisation profile – MMCL's leverage has remained range-bound over the last few years; its gearing stood at 5.4x as of September 2025 (5.1x as of March 2025) vis-à-vis 5.1x as of March 2024 with internal accruals largely supporting portfolio growth. Its capital adequacy ratio was adequate at 19.7% as of September 2025 (Tier I capital of 15.3%) vis-à-vis 21.4% as of March 2025 (Tier I capital of 16.1%) and 23.9% as of March 2024 (Tier I capital of 16.9%). ICRA notes that sizeable fixed assets have been deployed in land and office buildings (Rs. 209.0 crore; 3.7% as of September 2025). MMCL receives rental income from leased out portions of its head office building. ICRA also notes that the company provides considerable cash collateral for its borrowings in addition to securities in the form of personal guarantees from promoters and other assets, including loan receivables, fixed assets, etc. As of December 2025, the cash collateral for its borrowings stood at Rs. 434.5 crore (6.8% of the total assets). The company envisages to expand its portfolio by around 45% in FY2026 and plans to expand it at an estimated CAGR of 20% in subsequent years.

While MMCL's capitalisation is adequate for its near-term growth requirements, it would need a further capital raise to achieve its medium-term growth target. The company has raised Rs. 76 crore through compulsorily convertible preference shares (CCPS) in December 2025 and Rs. 38.9 crore in January 2026. It is also in discussions with potential investors for an additional capital raise in Q4 FY2026. ICRA expects MMCL to maintain its managed gearing below 6x over the next three years.

Steadily improving earnings performance with further scope for improvement – MMCL's net profitability has been increasing over the past four years, with its profit after tax/average managed assets (PAT/AMA) improving to 2.0% in FY2025 and 2.3% in H1 FY2026 from 1.6% in FY2022. This was supported by the steady expansion of the interest margins as the company has increasingly reduced its share of low-ticket gold loans. Operating expenses, as a proportion of AMA, also declined to 5.8% in H1 FY2026 from 5.9% in FY2025 (5.1% in FY2024) with MMCL focussing on steadily expanding its operating infrastructure.

Credit costs remained under control, given the limited credit risk in the gold loan segment. Nevertheless, ICRA expects credit costs to remain under control going forward, given the small share of the microfinance segment in MMCL's portfolio. Going forward, there is further scope for improvement in MMCL's net profitability with enhanced operating efficiency. The company's gold assets under management (AUM) per gold branch stood at Rs. 4.9 crore as of September 2025 (Rs. 4.0 crore in March 2025), suggesting scope for improvement in the operating efficiency.

Credit challenges

Moderate scale; highly competitive gold loan business – The company's portfolio increased by 17.6% in FY2025 vis-à-vis 8.0% in FY2024; on a year-on-year (YoY) basis, it expanded by 30.5% in H1 FY2026 (Rs. 3,658.9 crore as of September 2024). The slower growth in the recent past was due to the shift in MMCL's focus towards lower-ticket loans. However, in the current fiscal, growth has picked up well on the back of the strong upward movement in gold prices. MMCL's loan portfolio stood at Rs. 4,773.5 crore as of September 2025 and is anticipated to reach about Rs. 6,000.0 crore by March 2026. While the gold loan segment is the predominant focus of the company, it has a small presence in the microfinance and loan against property (LAP) segments, though operations in these segments are restricted to Kerala. On a steady-state basis, MMCL intends to limit its exposure to the microfinance segment to less than 10% of its loan portfolio, going forward.

As of September 2025, MMCL had a network of 973 branches spread across 12 states/UTs. The company expects to open 30-50 branches annually over the next few years, which would support the scale-up of its operations. However, ICRA notes that the gold loan segment is highly competitive with the presence of many well-established non-banking financial companies (NBFCs). Further, the segment is witnessing increasing focus from banks as well as many large NBFCs, which are expanding their presence.

Geographically concentrated operations – MMCL's portfolio is significantly concentrated in southern India. As of September 2025, Tamil Nadu was the top contributing state with a 32.2% share in the total portfolio. South India (Tamil Nadu, Kerala, Karnataka, Andhra Pradesh and Telangana) contributed 95.7% to the portfolio. Going forward, the company is expected to steadily expand its presence in North and West India. However, the ramp-up of the portfolio in these locations would be gradual over the medium term.

Liquidity position: Adequate

As on December 31, 2025, the company was carrying unencumbered on-book liquidity of Rs. 211.3 crore and unutilised bank lines of Rs. 200.0 crore. It has scheduled debt obligations of Rs. 723.7 crore from January 2026 till March 2026. With sizeable monthly average collections of about Rs. 700 crore from the borrowers, the liquidity position is expected to be adequate. As of December 2025, MMCL had positive asset-liability maturity (ALM) mismatches for a 1-year period.

Rating sensitivities

Positive factors – The sustained scale-up of operations and an improvement in the earnings profile would positively impact MMCL's credit profile. A significant improvement in the capitalisation profile would also positively impact the rating.

Negative factors – Pressure on the rating could arise in case of a sustained weakening in the company's asset quality performance or earnings profile (return on managed assets (RoMA) of less than 1.5%). Continued increase in the managed gearing beyond 6x would also negatively impact the rating.

Analytical approach

Analytical approach	Comments
Applicable rating methodologies	Rating methodology for non-banking finance companies
Parent/Group support	-
Consolidation/Standalone	Standalone

About the company

Muthoot MCred Limited, founded in 1998, has been actively involved in the gold loan segment for an extended period. As of September 2025, it had a presence in 12 states and Union Territories through 973 branches. Additionally, the company has a small presence in the microfinance sector in Kerala, offering unsecured loans to women's joint liability groups.

MMCL is wholly owned by the promoters and promoter-held entities (including Muthoottu Mini Hotels Pvt. Ltd., Mini Muthoottu Credit India Pvt. Ltd., Muthoottu Mini Theatres Pvt. Ltd., and Muthoottu Infotech Pvt. Ltd). As of September 2025, the gold loan segment accounted for 93.2% of the total loan portfolio. The company is expanding its geographical footprint by establishing new branches in Mumbai, Gujarat, and Delhi NCR.

Key financial indicators

MMCL	FY2024	FY2025	H1 FY2026*
Total income	671.8	815.1	481.1
PAT	77.8	94.2	61.8
Total managed assets	4,340.3	4,994.7	5,651.4
Return on managed assets	1.9%	2.0%	2.3%
Managed reported gearing (times)	5.1	5.1	5.4
Gross stage 3	0.9%	0.9%	0.8%
CRAR	23.9%	21.4%	19.7%

Source: Company, ICRA Research; *Limited review; Amount in Rs. crore

Status of non-cooperation with previous CRA: Not applicable

Any other information: None

Rating history for past three years

Complexity level of the rated instruments

Instrument	Current rating (FY2026)					Chronology of rating history for the past 3 years					
				FY2026		FY2025		FY2024		FY2023	
	Type	Amount rated (Rs. crore)	Feb 18, 2026	Date	Rating	Date	Rating	Date	Rating	Date	Rating
Fund-based/Non-fund based others	Long term	3,050.00	[ICRA]A (Stable)	Jul 31, 2025	[ICRA]A (Stable)	Mar 27, 2025	[ICRA]A (Stable)	-	-	-	-
				Oct 16, 2025	[ICRA]A (Stable)	-	-	-	-	-	-
NCD	Long term	1,000.00	[ICRA]A (Stable)	-	-	-	-	-	-	-	-
NCD	Long term	1,300.00	[ICRA]A (Stable)	Jul 31, 2025	[ICRA]A (Stable)	Mar 27, 2025	[ICRA]A (Stable)	-	-	-	-
				Oct 16, 2025	[ICRA]A (Stable)	-	-	-	-	-	-

Instrument	Complexity indicator
Long term fund based – Term loan	Simple
NCD	Simple

The Complexity Indicator refers to the ease with which the returns associated with the rated instrument could be estimated. It does not indicate the risk related to the timely payments on the instrument, which is rather indicated by the instrument's credit rating. It also does not indicate the complexity associated with analysing an entity's financial, business, industry risks or complexity related to the structural, transactional or legal aspects. Details on the complexity levels of the instruments are available on ICRA's website: [Click here](https://www.icra.in)

Annexure I: Instrument details

ISIN	Instrument name	Date of issuance/Sanction	Coupon rate	Maturity date	Amount rated (Rs. crore)	Current rating and outlook
INE101Q07BC5	NCD (public)	May 13, 2025	9.26%	Nov 12, 2026	23.87	[ICRA]A (Stable)
INE101Q07BD3	NCD (public)	May 13, 2025	9.50%	May 12, 2027	15.45	[ICRA]A (Stable)
INE101Q07BB7	NCD (public)	May 13, 2025	10.00%	May 12, 2028	51.88	[ICRA]A (Stable)
INE101Q07BE1	NCD (public)	May 13, 2025	10.25%	May 12, 2029	9.15	[ICRA]A (Stable)
INE101Q07BG6	NCD (public)	May 13, 2025	10.50%	May 12, 2030	35.88	[ICRA]A (Stable)
INE101Q07BF8	NCD (public)	May 13, 2025	10.75%	May 12, 2030	17.36	[ICRA]A (Stable)
INE101Q07BK8	NCD (public)	Aug 19, 2025	9.00%	Feb 28, 2027	84.53	[ICRA]A (Stable)
INE101Q07BL6	NCD (public)	Aug 29, 2025	9.25%	Aug 29, 2027	96.22	[ICRA]A (Stable)
INE101Q07BM4	NCD (public)	Aug 29, 2025	9.75%	Aug 29, 2028	86.90	[ICRA]A (Stable)
INE101Q07BN2	NCD (public)	Aug 29, 2025	10.25%	Aug 29, 2030	20.96	[ICRA]A (Stable)
INE101Q07BJ0	NCD (public)	Aug 29, 2025	10.5%	Aug 29, 2030	11.39	[ICRA]A (Stable)
INE101Q07BO0	NCD	Sep 18, 2025	9.25%	Sep 18, 2027	50.00	[ICRA]A (Stable)
INE101Q07BH4	NCD	Jun 12, 2025	9.75%	Jun 12, 2027	60.00	[ICRA]A (Stable)
INE101Q07BI2	NCD	Jun 27, 2025	10.00%	Jun 27, 2028	35.00	[ICRA]A (Stable)
INE101Q07BQ5	NCD	Oct 27, 2025	9.25%	Oct 27, 2027	90.00	[ICRA]A (Stable)
INE101Q07BS1	NCD	Oct 27, 2025	9.30%	Jan 27, 2028	180.00	[ICRA]A (Stable)
INE101Q07BR3	NCD	Oct 27, 2025	9.75%	Oct 27, 2028	130.00	[ICRA]A (Stable)
INE101Q07BT9	NCD	Nov 13, 2025	9.25%	Nov 13, 2027	50.00	[ICRA]A (Stable)
INE101Q07BU7	NCD	Jan 13, 2026	9.25%	Jan 13, 2028	200.00	[ICRA]A (Stable)
Yet to be placed	NCD	NA	NA	NA	1,051.41	[ICRA]A (Stable)
Long term fund based/Non-fund based bank facilities						
NA		July 14, 2022, to January 21, 2026	8.25% to 11.65%	June 21, 2026, to January 14, 2033	3,050.00	[ICRA]A (Stable)

Source: Company

[Please click here to view details of lender-wise facilities rated by ICRA](#)

Annexure II: List of entities considered for consolidated analysis

Not applicable

ANALYST CONTACTS

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ABOUT ICRA LIMITED

ICRA Limited was set up in 1991 by leading financial/investment institutions, commercial banks and financial services companies as an independent and professional investment Information and Credit Rating Agency.

Today, ICRA and its subsidiaries together form the ICRA Group of Companies (Group ICRA). ICRA is a Public Limited Company, with its shares listed on the Bombay Stock Exchange and the National Stock Exchange. The international Credit Rating Agency Moody's Investors Service is ICRA's largest shareholder.

For more information, visit www.icra.in

ICRA Limited



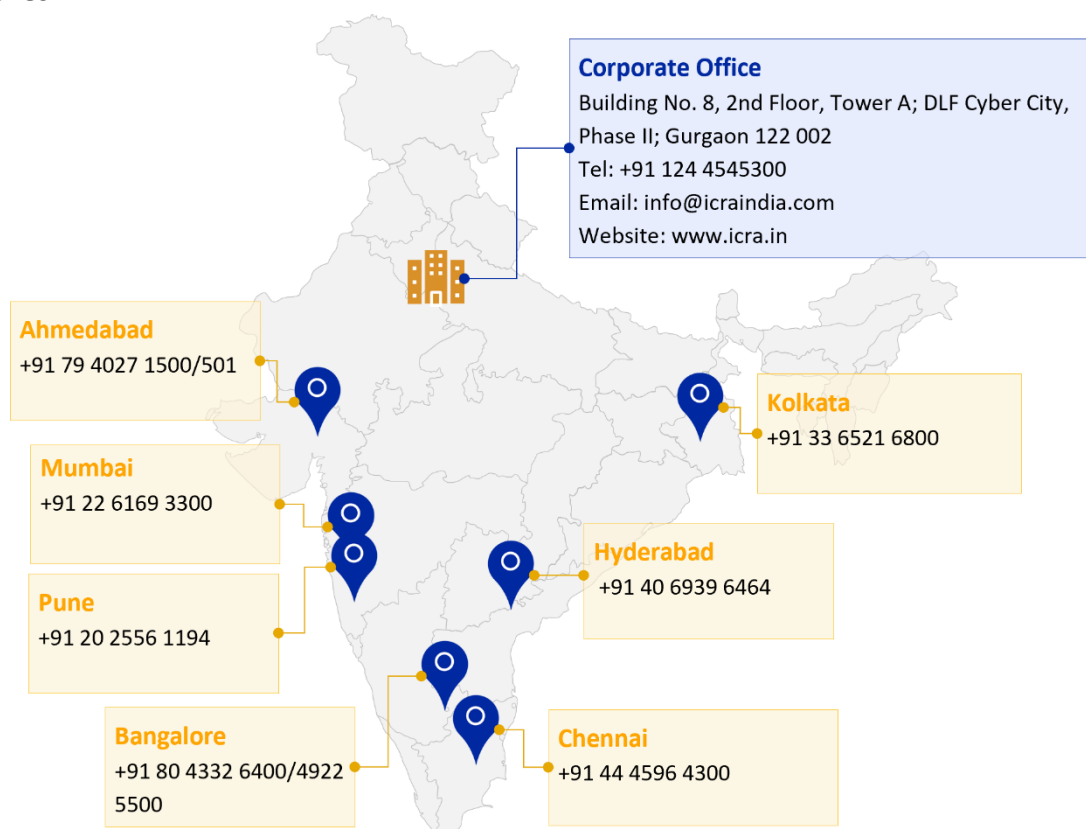
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Branches



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ICRA/ Muthoot MCred Limited /06032026/1

March 06, 2026

Ms. ANN MARY GEORGE
Chief Financial Officer
Muthoot MCred Limited
65/623 K, Muthoottu Royal Towers,
Kaloor, Ernakulam,
Kerala- 682017, India

Dear Madam,

Re: ICRA's Credit Rating for below mentioned instruments of Muthoot MCred Limited (erstwhile Muthoottu Mini Financiers Limited)

Please refer to your email dated March 04, 2026, requesting ICRA Limited to revalidate the rating letter issued for the below mentioned instruments.

We confirm that the following ratings of the instruments rated by ICRA and last communicated to you vide our letter dated February 13, 2026, stands valid.

Instrument	Rated Amount (Rs. crore)	Rating ¹
Non-Convertible Debentures	2,300.00	[ICRA]A (Stable)
Total	2,300.00	

The other terms and conditions for the rating of the aforementioned instrument shall remain the same as communicated vide our letter Ref: ICRA/ Muthoot MCred Limited /13022026/01 dated February 13, 2026

The Rating(s), as aforesaid, must be understood solely as an opinion and should not be treated as a recommendation to buy, sell or hold long term debt/non-convertible debenture to be issued by your company.

In line with SEBI Circular No. SEBI/HO/DDHS/DDHS-PoD-3/P/CIR/2024/160 dated November 18, 2024, issuers are encouraged to utilize the penny-drop verification service as provided by banks. This measure is intended to prevent payment failures when disbursing principal and/or interest to respective investors or debenture holders.

Penny-drop verification serves as an efficient method for confirming the bank account details of persons designated to receive payments. Once an account has been verified through this facility, it can be used for subsequent transactions related to interest and principal payments, thereby ensuring successful remittance and avoiding failure.

We look forward to further strengthening our existing relationship and assure you of our best services.

With kind regards,
Yours sincerely,
For ICRA Limited

AGAPPA
MANI
KARTHIK
Digitally signed
by AGAPPA MANI
KARTHIK
Date: 2026.03.06
09:59:04 +05'30'

A M Karthik
Senior Vice President
a.karthik@icraindia.com

¹ Complete definitions of the ratings assigned are available at www.icra.in.

Annexure

Rated Instrument/ISIN	Rated Amount (Rs. crore)	Rating
NCD		
INE101Q07BC5 (Public Issue)	23.87	[ICRA]A (Stable)
INE101Q07BD3 (Public Issue)	15.45	
INE101Q07BB7 (Public Issue)	51.88	
INE101Q07BE1 (Public Issue)	9.15	
INE101Q07BG6 (Public Issue)	35.88	
INE101Q07BF8 (Public Issue)	17.36	
INE101Q07BK8 (Public Issue)	84.53	
INE101Q07BL6 (Public Issue)	96.22	
INE101Q07BM4 (Public Issue)	86.90	
INE101Q07BN2 (Public Issue)	20.96	
INE101Q07BJ0 (Public Issue)	11.39	
INE101Q07BH4	60.00	
INE101Q07BI2	35.00	
INE101Q07BO0	50.00	
INE101Q07BQ5	90.00	
INE101Q07BS1	180.00	
INE101Q07BR3	130.00	
INE101Q07BT9	50.00	
INE101Q07BU7	200.00	
INE101Q08209	150.00	
INE101Q08191	90.00	
Unallocated	811.41	
Total	2,300.00	

ANNEXURE II: DEBENTURE TRUSTEE AGREEMENT



QR Code:

Web Link: <https://muthootmcred.com/wp-content/uploads/2026/03/DTA-PP-NCD-XVI.pdf>

ANNEXURE III: APPLICATION FORM

MUTHOOT MCRED LIMITED (FORMERLY KNOWN AS MUTHOOTTU MINI FINANCIERS LIMITED)

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

Date of Incorporation: March 18, 0998

Registered Office: 65/623-K, Muthoottu Royal Towers, Kaloor, Kochi – 682 017

Telephone No.: +91 484 291 2100

Website: www.muthoottumini.com

DEBENTURE SERIES APPLICATION FORM SERIAL NO.									
--	--	--	--	--	--	--	--	--	--

ISSUE OF UP TO 4,60,000 (FOUR LAKH AND SIXTY THOUSAND) SENIOR, SECURED, RATED, LISTED, REDEEMABLE, TAXABLE, TRANSFERRABLE, NON-CONVERTIBLE DEBENTURES HAVING A FACE VALUE OF INR 10,000/- (INDIAN RUPEES TEN THOUSAND ONLY) EACH, FOR CASH, AT PAR, AGGREGATING UP TO INR 460,00,00,000/- (INDIAN RUPEES FOUR HUNDRED AND SIXTY CRORES ONLY), COMPRISING OF:

- (I) UP TO 50,000 (FIFTY THOUSAND) SENIOR, SECURED, RATED, LISTED, REDEEMABLE, TAXABLE, TRANSFERRABLE, NON-CONVERTIBLE DEBENTURES HAVING A FACE VALUE OF INR 10,000/- (INDIAN RUPEES TEN THOUSAND ONLY) EACH, FOR CASH, AT PAR, AGGREGATING UP TO INR 50,00,00,000/- (INDIAN RUPEES FIFTY CRORES ONLY) IN A DEMATERIALIZED FORM, ON A PRIVATE PLACEMENT BASIS ("SERIES I DEBENTURES");
- (II) UP TO 2,00,000 (TWO LAKH) SENIOR, SECURED, RATED, LISTED, REDEEMABLE, TAXABLE, TRANSFERRABLE, NON-CONVERTIBLE DEBENTURES HAVING A FACE VALUE OF INR 10,000/- (INDIAN RUPEES TEN THOUSAND ONLY) EACH, FOR CASH, AT PAR, AGGREGATING UP TO INR 200,00,00,000/- (INDIAN RUPEES TWO HUNDRED CRORES ONLY) IN A DEMATERIALIZED FORM, ON A PRIVATE PLACEMENT BASIS ("SERIES II DEBENTURES"); AND
- (III) UP TO 2,10,000 (TWO LAKH AND TEN THOUSAND) SENIOR, SECURED, RATED, LISTED, REDEEMABLE, TAXABLE, TRANSFERRABLE, NON-CONVERTIBLE DEBENTURES HAVING A FACE VALUE OF INR 10,000/- (INDIAN RUPEES TEN THOUSAND ONLY) EACH, FOR CASH, AT PAR, AGGREGATING UP TO INR 210,00,00,000/- (INDIAN RUPEES TWO HUNDRED AND TEN CRORES ONLY) IN A DEMATERIALIZED FORM, ON A PRIVATE PLACEMENT BASIS ("SERIES III DEBENTURES").

(SERIES I DEBENTURES, SERIES II DEBENTURES AND SERIES III DEBENTURES SHALL HEREINAFTER COLLECTIVELY BE REFERRED TO AS THE "DEBENTURES") ("ISSUE") BY MUTHOOT MCRED LIMITED (FORMERLY KNOWN AS MUTHOOTTU MINI FINANCIERS LIMITED) (THE "COMPANY" OR "ISSUER").

DEBENTURES APPLIED FOR:

Number of Debentures: _____ In words: _____-only

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

DETAILS OF PAYMENT:

Cheque / Demand Draft / RTGS

No. _____ Drawn on _____

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

[illegible][illegible]

We have read and understood the terms and conditions of the issue of Debentures including the Risk Factors described in the General Information Document dated January 22, 2026 read together with the Key Information Document dated 13th March 2026 and a private placement offer cum application letter dated 13th March 2026 prepared in accordance with Section 42 of the Companies Act (as defined below) read with the Companies (Prospectus and Allotment of Securities) Rules, 2014 (collectively, the "**Debt Disclosure Documents**") 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.

Name of the Authorised Signatory(ies)	Designation	Signature

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

DEPOSITORY	NSDL/CDSL
DEPOSITORY PARTICIPANT NAME	
DP-ID	

BENEFICIARY ACCOUNT NUMBER	
NAME OF THE APPLICANT(S)	

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

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

(Note: Cheque and Drafts are subject to realisation)

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

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

Applicant's
Signature

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

(Note : Cheque and Drafts are subject to realisation)

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

ACKNOWLEDGMENT SLIP

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

Received from _____

Address _____

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

INSTRUCTIONS

1. Application form must be completed in full, IN ENGLISH.
2. Signatures must be made in English or in any of the Indian languages. Thumb Impressions must be attested by an authorized official of the Bank or by a Magistrate/Notary Public under his/her official seal.
3. Application form, duly completed in all respects, must be submitted with the respective Collecting Bankers. The payment is required to be made to the account(s) of ICCL mentioned in the Debt Disclosure Documents.
4. Receipt of applicants will be acknowledged by the Company in the "Acknowledgement Slip" appearing below the application form. No separate receipt will be issued.
5. All applicants should mention their Permanent Account No. or their GIR No. allotted under Income Tax Act, 1961 and the Income Tax Circle/Ward/District. In case where neither the PAN nor the GIR No. has been allotted, the fact of non-allotment should be mentioned in the application form in the space provided. Income Tax as applicable will be deducted at source at the time of payment of interest including interest payable on application money.
6. The application would be accepted as per the terms of the manner outlined in the transaction documents for the private placement.

ANNEXURE IV: LATEST AUDITED FINANCIAL STATEMENT

Audited Financials for FY 2022-2023, FY 2023-2024 and FY 2024-2025 and unaudited limited review financials for the period ended December 31, 2025, as below:

- (A) Unaudited Limited Review Financials for the period ended December 31, 2025 – [Unaudited Quarterly Financials of December 2025.pdf](#)
- (B) Audited Financials for the financial year ended 2024-2025 – <https://www.muthoottumini.com/wp-content/uploads/2025/09/Audited-Financials-and-Notes-As-on-31-03-2025-.pdf>
- (C) Audited Financials for the financial year ended 2023-2024 – <https://www.muthoottumini.com/wp-content/uploads/2024/12/2023-24-Annual-Reports.pdf>
- (D) Audited Financials for the financial year ended 2022-2023 – <https://www.muthoottumini.com/wp-content/uploads/2024/07/2022-23-Annual-Report.pdf>

ANNEXURE V: ILLUSTRATION OF BOND CASH FLOWS

Illustration of Bond Cash Flows			
Company	Muthoot MCred Limited (Formerly known as Muthoottu Mini Financiers Limited)		
Face Value (per security)	INR 10,000/- (Indian Rupees Ten Thousand Only)		
Issue Opening Date	17 th March 2026		
Date of Allotment	18 th March 2026		
Redemption Date / Maturity Date	Series I Debentures: 18 th May 2028 Series II Debentures: 17 th June 2028 Series III Debentures: 18 th September 2028		
Tenure and Coupon Rate	Tenor: For Series I Debentures: means 18 th May 2028, the date occurring on the expiry of a period of 26 (Twenty-Six) months from the Deemed Date of Allotment. For Series II Debentures: means 17 th June 2028, the date occurring on the expiry of a period of up to 27 (Twenty-Seven) months from the Deemed Date of Allotment. For Series III Debentures: means 18 th September 2028, the date occurring on the expiry of a period of 30 (Thirty) months from the Deemed Date of Allotment. Coupon: Series I Debentures: 9.25% p.a.p.m. (Nine point two five percent per annum) payable monthly. Series II Debentures: 9.30% p.a.p.m. (Nine point three zero percent per annum) payable monthly. Series III Debentures: 9.65% p.a.p.m. (Nine point six five percent per annum) payable monthly.		
Frequency of the Coupon Payment with specified dates	Series I Debentures	Series II Debentures	Series III Debentures
	Monthly on 10 th day of every month	Monthly on 10 th day of every month	Monthly on 10 th day of every month
Day Count Convention	Actual/Actual		

INTEREST PAYMENT SCHEDULE AND REDEMPTION SCHEDULE

(on per Debenture basis) (in INR)

SERIES I DEBENTURES:

Sr no.	Due Date*	Interest per Debenture	Principal Per Debenture
1	10 April 2026	58.29	0
2	10 May 2026	76.03	0
3	10 June 2026	78.56	0
4	10 July 2026	76.03	0
5	10 August 2026	78.56	0
6	10 September 2026	78.56	0
7	10 October 2026	76.03	0
8	10 November 2026	78.56	0
9	10 December 2026	76.03	0
10	10 January 2027	78.56	0
11	10 February 2027	78.56	0
12	10 March 2027	70.96	0
13	10 April 2027	78.56	0
14	10 May 2027	76.03	0
15	10 June 2027	78.56	0
16	10 July 2027	76.03	0
17	10 August 2027	78.56	0
18	10 September 2027	78.56	0
19	10 October 2027	76.03	0
20	10 November 2027	78.56	0
21	10 December 2027	76.03	0
22	10 January 2028	78.35	0
23	10 February 2028	78.35	0
24	10 March 2028	73.29	0
25	10 April 2028	78.35	0
26	10 May 2028	75.82	0
27	18 May 2028	20.22	0
28	18 May 2028	0.00	10,000

*The actual payment date will vary subject to Business Day Convention.

SERIES II DEBENTURES :

Sr no.	Due Date*	Interest per Debenture	Principal Per Debenture
1	10 April 2026	58.60	0
2	10 May 2026	76.44	0
3	10 June 2026	78.99	0
4	10 July 2026	76.44	0

5	10 August 2026	78.99	0
6	10 September 2026	78.99	0
7	10 October 2026	76.44	0
8	10 November 2026	78.99	0
9	10 December 2026	76.44	0
10	10 January 2027	78.99	0
11	10 February 2027	78.99	0
12	10 March 2027	71.34	0
13	10 April 2027	78.99	0
14	10 May 2027	76.44	0
15	10 June 2027	78.99	0
16	10 July 2027	76.44	0
17	10 August 2027	78.99	0
18	10 September 2027	78.99	0
19	10 October 2027	76.44	0
20	10 November 2027	78.99	0
21	10 December 2027	76.44	0
22	10 January 2028	78.77	0
23	10 February 2028	78.77	0
24	10 March 2028	73.69	0
25	10 April 2028	78.77	0
26	10 May 2028	76.23	0
27	10 June 2028	78.77	0
28	17 June 2028	17.79	0
29	17 June 2028	0.00	10,000

*The actual payment date will vary subject to Business Day Convention

SERIES III DEBENTURES:

Sr no.	Due Date*	Interest per Debenture	Principal Per Debenture
1	10 April 2026	60.81	0
2	10 May 2026	79.32	0
3	10 June 2026	81.96	0
4	10 July 2026	79.32	0
5	10 August 2026	81.96	0
6	10 September 2026	81.96	0
7	10 October 2026	79.32	0
8	10 November 2026	81.96	0
9	10 December 2026	79.32	0
10	10 January 2027	81.96	0
11	10 February 2027	81.96	0
12	10 March 2027	74.03	0
13	10 April 2027	81.96	0

14	10 May 2027	79.32	0
15	10 June 2027	81.96	0
16	10 July 2027	79.32	0
17	10 August 2027	81.96	0
18	10 September 2027	81.96	0
19	10 October 2027	79.32	0
20	10 November 2027	81.96	0
21	10 December 2027	79.32	0
22	10 January 2028	81.73	0
23	10 February 2028	81.73	0
24	10 March 2028	76.46	0
25	10 April 2028	81.73	0
26	10 May 2028	79.10	0
27	10 June 2028	81.73	0
28	10 July 2028	79.10	0
29	10 August 2028	81.73	0
30	10 September 2028	81.73	0
31	18 September 2028	21.09	0
32	18 September 2028	0.00	10,000

*The actual payment date will vary subject to Business Day Convention

ANNEXURE VI: DUE DILIGENCE CERTIFICATE

(as attached separately)

CL/25-26/ 24461

(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 August 13, 2025]

To,
The Manager,
BSE Limited
Phiroze Jeejeebhoy Towers
Dalal Street,
Mumbai- 400001.

Dear Sir / Madam,

SUB: ISSUE OF UP TO 4,60,000 (FOUR LAKH AND SIXTY THOUSAND) SENIOR, SECURED, RATED, LISTED, REDEEMABLE, TAXABLE, TRANSFERRABLE, NON-CONVERTIBLE DEBENTURES, HAVING A FACE VALUE OF INR 10,000/- (INDIAN RUPEES TEN THOUSAND ONLY) EACH, AGGREGATING UP TO INR 460,00,00,000/- (INDIAN RUPEES FOUR HUNDRED AND SIXTY CRORES ONLY) COMPRISING OF:

- (I) UP TO 50,000 (FIFTY THOUSAND) SENIOR, SECURED, RATED, LISTED, REDEEMABLE, TAXABLE, TRANSFERRABLE, NON-CONVERTIBLE DEBENTURES, HAVING A FACE VALUE OF INR 10,000/- (INDIAN RUPEES TEN THOUSAND ONLY) EACH, FOR CASH, AT PAR, AGGREGATING UP TO INR 50,00,00,000/- (INDIAN RUPEES FIFTY CRORES ONLY) IN A DEMATERIALIZED FORM, ON A PRIVATE PLACEMENT BASIS ("SERIES I DEBENTURES");**
- (II) UP TO 2,00,000 (TWO LAKH) SENIOR, SECURED, RATED, LISTED, REDEEMABLE, TAXABLE, TRANSFERRABLE, NON-CONVERTIBLE DEBENTURES, HAVING A FACE VALUE OF INR 10,000/- (INDIAN RUPEES TEN THOUSAND ONLY) EACH, FOR CASH, AT PAR, AGGREGATING UP TO INR 200,00,00,000/- (INDIAN RUPEES TWO HUNDRED CRORES ONLY) IN A DEMATERIALIZED FORM, ON A PRIVATE PLACEMENT BASIS ("SERIES II DEBENTURES"); AND**
- (III) UP TO 2,10,000 (TWO LAKH AND TEN THOUSAND) SENIOR, SECURED, RATED, LISTED, REDEEMABLE, TAXABLE, TRANSFERRABLE, NON-CONVERTIBLE DEBENTURES, HAVING A FACE VALUE OF INR 10,000/- (INDIAN RUPEES TEN THOUSAND ONLY) EACH, FOR CASH, AT PAR, AGGREGATING UP TO INR 210,00,00,000/- (INDIAN RUPEES TWO HUNDRED AND TEN CRORES ONLY) IN A DEMATERIALIZED FORM, ON A PRIVATE PLACEMENT BASIS ("SERIES III DEBENTURES").**

(SERIES I DEBENTURES, SERIES II DEBENTURES AND SERIES III DEBENTURES SHALL HEREINAFTER COLLECTIVELY BE REFERRED TO AS THE "DEBENTURES") ("ISSUE") BY MUTHOOT MCRED LIMITED (FORMERLY KNOWN AS MUTHOOTTU MINI FINANCIERS LIMITED) (THE "COMPANY" OR "ISSUER").

CATALYST TRUSTESHIP LIMITED

Registered Office : GDA House, Plot No. 85, Bhusari Colony (Right), Paud Road, Pune - 411 038 Tel : +91 (20) 6680 7200
Delhi Office : 910-911, 9th Floor, Kailash Building, 26 Kasturba Gandhi Marg, New Delhi - 110 001 Tel : +91 (11) 4302 9101/02
Corporate Office : 901, 9th 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@ctitrustee.com Website : www.catalysttrustee.com

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

An ISO: 9001 Company



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:

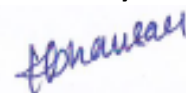
- a) The Issuer has made adequate provisions for and/or has taken steps to provide for adequate security for the debt securities to be issued and listed.
- b) The Issuer has obtained the permissions / consents necessary for creating security on the said property(ies).
- c) The Issuer has made all the 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.
- 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: March 13, 2026

For Catalyst Trusteeship Limited



**Ms. Krina Bhavsar
Manager**

CATALYST TRUSTEESHIP LIMITED

Registered Office : GDA House, Plot No. 85, Bhusari Colony (Right), Paud Road, Pune - 411 038 Tel : +91 (20) 6680 7200
Delhi Office : 910-911, 9th Floor, Kailash Building, 26 Kasturba Gandhi Marg, New Delhi - 110 001 Tel : +91 (11) 4302 9101/02
Corporate Office : 901, 9th 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@ctitrustee.com Website : www.catalysttrustee.com

An ISO: 9001 Company

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



ANNEXURE VII: BOARD RESOLUTION

(as attached separately)

CERTIFIED TRUE COPY OF THE RESOLUTIONS PASSED AT THE MEETING OF THE BOARD OF DIRECTORS OF MUTHOOT MCRED LIMITED HELD ON SATURDAY 07TH DAY OF MARCH 2026 AT THE REGISTERED OFFICE OF THE COMPANY AT 65/623K, MUTHOOTTU ROYAL TOWERS, KALOOR, ERNAKULAM, KOCHI, KERALA - 682017, INDIA.

Issue of privately placed Senior, Listed, Rated, Secured, Redeemable, Non-Convertible Debentures Tranche XVI- amounting to INR 460 Crores Only

The Company is proposing to raise funds by issuing up to 4,60,000 (Four Lakh and Sixty Thousand) fully paid, senior, secured, listed, rated, taxable, transferable, redeemable, non-convertible debentures, denominated in Indian Rupees ("INR"), each having a face value of INR 10,000/- (Indian Rupees Ten Thousand Only), for an aggregate value of INR 460,00,00,000/- (Indian Rupees Four Hundred and Sixty Crores Only) in multiple series, for cash, at par, in dematerialised form, on a private placement basis, which are proposed to be listed on the wholesale debt market segment of BSE Limited.

The board discussed the matter and passed the following resolutions:

"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 "**Companies Act**"), rules, regulations, guidelines, notifications, clarifications 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 circular issued by SEBI bearing reference number SEBI/HO/DDHS/DDHS-PoD/P/CIR/2025/0000000137 dated October 15, 2025 on "*Master Circular for issue and listing of Non-convertible Securities, Securitised Debt Instruments, Security Receipts, Municipal Debt Securities and Commercial Paper*" (as amended from time to time) ("**Listed NCDs Master Circular**"), each 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 the approval of the shareholders of the Company as may be required in accordance with the Companies Act, the approval of the Board be and is hereby accorded for:

- (a) the offer, issue and allotment of up to 4,60,000 (Four Lakh and Sixty Thousand) fully paid, senior, secured, listed, rated, taxable, transferable, redeemable, non-convertible debentures ("**NCDs**" / "**Debentures**") denominated in Indian Rupees ("**INR**"), each having a face value of INR 10,000/- (Indian Rupees Ten Thousand Only) each for an aggregate value of INR 460,00,00,000/- (Indian Rupees Four



Muthoot MCred Limited (Formerly known as Muthoottu Mini Financiers Ltd.)

Registered & Corporate Office: 65/623 K, Muthoottu Royal Towers, Kaloor, Ernakulam, Kerala-682017, India

☎ 0484- 2912100 ✉ info@muthootmcred.com CIN: U65910KL1998PLC012154

Hundred and Sixty Crores Only), comprising of:

- i. up to 50,000 (Fifty Thousand) fully paid, senior, secured, rated, listed, redeemable, taxable, transferable, redeemable, non-convertible debentures, each, having a face value of INR 10,000/- (Indian Rupees Ten Thousand Only) aggregating up to INR 50,00,00,000/- (Indian Rupees Fifty Crores Only) for cash, at par, on a private placement basis ("**Series I Debentures**") at 9.25% (Nine point Two Five percent) per annum (fixed), or such other interest rate as may be agreed, payable monthly or at such other interest periods as may be agreed, subject to deduction of taxes at source in accordance with applicable law, with or without gross up, and for a period not exceeding 26 (Twenty-Six) months from the deemed date of allotment of the Debentures, or such other maturity period (subject to applicable law) as may be agreed;
- ii. up to 2,00,000 (Two Lakh) fully paid, senior, secured, rated, listed, redeemable, taxable, transferable, redeemable, non-convertible debentures, each, having a face value of INR 10,000/- (Indian Rupees Ten Thousand Only) aggregating up to INR 200,00,00,000/- (Indian Rupees Two Hundred Crores Only) for cash, at par, on a private placement basis ("**Series II Debentures**") at 9.30% (Nine point Three Zero percent) per annum (fixed), or such other interest rate as may be agreed, payable monthly, or at such other interest periods as may be agreed, subject to deduction of taxes at source in accordance with applicable law, with or without gross up, and for a period not exceeding 27 (Twenty-Seven) months from the deemed date of allotment of the Debentures, or such other maturity period (subject to applicable law) as may be agreed;
- iii. up to 2,10,000 (Two Lakh and Ten Thousand) fully paid, senior, secured, rated, listed, redeemable, taxable, transferable, redeemable, non-convertible debentures, each, having a face value of INR 10,000/- (Indian Rupees Ten Thousand Only) aggregating up to INR 210,00,00,000/- (Indian Rupees Two Hundred and Ten Crores Only) for cash, at par, on a private placement basis ("**Series III Debentures**") at 9.65% (Nine point Six Five percent) per annum (fixed), or such other interest rate as may be agreed, payable monthly, or at such other interest periods as may be agreed, subject to deduction of taxes at source in accordance with applicable law, with or without gross up, and for a period not exceeding 30 (Thirty) months from the deemed date of allotment of the Debentures or such other maturity period (subject to applicable law) as may be agreed;

to successful bidders who have applied for subscription of the Debentures on the electronic book platform in accordance with the SEBI EBP Requirements (as defined below) and which shall be deemed to be the persons identified by the Company for the purposes of Section 42 of the Companies Act ("**Investors**"), on such terms as may be agreed with the Investor(s) for (i) repayment or refinancing of existing financial indebtedness of the Issuer, (ii) financing the growth of the portfolio of the Issuer as permitted for bank financing by the RBI and (iii)



augmentation of long-term growth of the Issuer, and for such other purposes as may be agreed with the Investors; and

- (b) securing the amounts to be raised pursuant to the issue of the Debentures together with all interest and all other amounts and charges thereon (by way of creation of first ranking pari passu charge over current assets, including book debts, loans and advances, cash and bank balances (not including reserves created in accordance with law) and receivables of the Company from gold loans both present and future of the Company and excluding microfinance receivables.
- (c) appointing legal counsel, credit rating agencies, registrar and share transfer agents, debenture trustee, merchant banker and other intermediaries to the issue in accordance with the provisions of the SEBI NCS Regulations and to negotiate, modify, enter into, execute, deliver and register all deeds, contracts, agreements, memorandum of understanding, arrangements, or documents with such intermediaries or agencies as may be required or desirable in connection with the issue including but not limited to change in any debenture trustees and/or registrar & transfer agents, if necessary, the listing of the NCDs on the Stock Exchange(s) and creation of security for the Debentures;

RESOLVED FURTHER THAT Mr. Mathew Muthoottu (DIN 01786534) (Managing Director), Mrs. Nizzy Mathew (DIN 01680739) (Whole Time Director), directors of the Company, Mr. P E Mathai (Chief Executive Officer), Ms. K. S. Smitha (Company Secretary) and Mrs. Ann Mary George (Chief Financial Officer) (collectively, the "**Authorised Persons**") be and are hereby severally authorised to do all such acts, deeds and things as they deem necessary or desirable in connection with the finalisation or change of the terms of, and completing all applicable requirements for the offer, issue and allotment of the Debentures, including, without limitation the following:

- (a) seeking, if required, any approval, consent or waiver from any/all concerned governmental and regulatory authorities and any other person (including any lenders of the Company), and/or any other approvals, consent or waivers that may be required in connection with the offer, issue and allotment of the Debentures;
- (b) executing the term sheet in relation to the Debentures;
- (c) negotiating, approving and deciding the terms of the offer, issue and allotment of the Debentures and all other related matters;
- (d) apply for admission of the securities on the depository system including but not limited to submission of Master Creation Form ("**MCF**") for creation of ISIN, submission of Corporate Action Form ("**CAF**") for allotment to depositories and taking all actions that may be necessary in this regard including making any modifications, if required;
- (e) seeking the listing of the Debentures on any Stock Exchange, submitting the listing application and taking all actions that may be necessary in connection with obtaining such listing;



- (f) issuing the Debentures through the electronic book mechanism process pursuant to the guidelines and circulars issued by SEBI in this respect, and taking all such action and steps as may be required for the purposes of complying with the relevant guidelines (including the requirements with respect to electronic book mechanism prescribed in Chapter VI (*Electronic Book Provider platform*) of the Listed NCDs Master Circular ("**SEBI EBP Requirements**"), and the operational guidelines issued by the relevant electronic book provider), including making all relevant disclosures to the "electronic book provider";
- (g) creating and maintaining a recovery expense fund with the relevant stock exchange and providing such information/disclosures in accordance with the requirements of the master circular issued by SEBI bearing reference number SEBI/HO/DDHS-PoD-1/P/CIR/2025/117 dated 13th August 2025 on "*Master Circular for Debenture Trustees*" (and as updated and amended from time to time), to the extent applicable in respect of the private placement of debt securities, as amended, modified, supplemented or restated from time to time;
- (h) providing such information/disclosures in accordance with the SEBI NCS Regulations and the requirements of Listed NCDs Master Circular to the extent applicable in respect of the private placement of debt securities, as amended, modified, or restated from time to time;
- (i) preparing and finalising the key information document and private placement offer cum application letters for each investor respectively (collectively, the "**Disclosure Documents**"), in accordance with all applicable laws, rules, regulations and guidelines, and approving the Disclosure Documents;
- (j) finalising the terms and conditions of the appointment of an arranger (if required), lead manager (if required), debenture trustee, a registrar and transfer agent, a credit rating agency, merchant banker, legal counsel, the depository(ies) and such other intermediaries including their successors and their agents, as may be required in relation to the offer, issue and allotment of the Debentures;
- (k) finalising the terms of, and completing all applicable requirements for, the offer, issue and allotment of the Debentures;
- (l) entering into arrangements with the depository(ies) in connection with the offer, issue and allotment of the Debentures in dematerialised form;
- (m) finalising the deemed date of allotment of the Debentures;
- (n) creating and perfecting the transaction security as required in accordance with the terms of the Transaction Documents (as defined below) in relation to the offer, issue and allotment of the Debentures;
- (o) negotiating, executing, filing and delivering any documents, instruments, deeds, amendments, papers, applications, notices or letters as may be required in connection with the offer, issue and allotment of the Debentures and co-ordinating with regulatory authorities in connection with the offer, issue and allotment of the



Debentures including but not limited to the RBI, SEBI (if so required), the Central Registry of Securitisation Asset Reconstruction and Security Interest of India, any Stock Exchange, the relevant registrar of companies, the Ministry of Corporate Affairs, or any depository(ies), and such other authorities as may be required;

- (p) to execute all documents with, file forms with and submit applications to any Stock Exchange, the relevant registrar of companies, the Ministry of Corporate Affairs, the Central Registry of Securitisation Asset Reconstruction and Security Interest of India or any depository(ies);
- (q) 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;
- (r) 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, finalise, sign, execute, ratify, amend, supplement and/or issue the following, including any amendments, modifications, supplements, restatements or novations thereto (now or in the future):
 - (i) the Disclosure Documents for the offer, issue and allotment of the Debentures;
 - (ii) the debenture trust deed, the debenture trustee agreement, the deed of hypothecation, and/or any other documents required for the creation of Security Interest over the hypothecated assets, and/or any other contractual comfort, for the offer, issue and allotment of the Debentures (including any power(s) of attorney in connection thereto), and any other document in relation thereto ((i) and (ii) above are collectively referred to as the "**Transaction Documents**");
 - (iii) the debenture certificate(s) for the Debentures (if required);
 - (iv) any other documents required for the purposes of the offer, issue and allotment of the Debentures and the transactions contemplated thereby, including but not limited to letters of undertaking, declarations, agreements, reports; and
 - (v) any other document designated as a Transaction Document by the debenture trustee and/or the holders of the Debentures;
- (s) to do all such acts necessary for the finalisation of the terms of, and completing all applicable requirements for the offer, issue and allotment of the Debentures in accordance with the terms set out in the Transaction Documents; and
- (t) to generally do any other act or deed, to negotiate and execute any documents, applications, agreements, undertakings, deeds, affidavits, declarations and certificates in relation to the offer, issue and allotment of the Debentures and the



transactions contemplated thereby, and to give such directions as it deems fit or as may be necessary or desirable in relation to the finalisation of the terms of, and completing all applicable requirements for the offer, issue and allotment of the Debentures and the transactions contemplated thereby."

RESOLVED FURTHER THAT the Company shall procure a personal guarantee from Mr. Mathew Muthoottu and Mrs. Nizzy Mathew, being the promoters of the Company, for the purpose of guaranteeing the amounts due under the Debentures, from the deemed date of allotment.

RESOLVED FURTHER THAT consent of the Board be and is hereby accorded to create a charge by way of hypothecation on the receivables of the Company in accordance with applicable law, as more particularly as set out in the deed of hypothecation.

"RESOLVED FURTHER THAT the contents of the Transaction Documents including the general information document and the key information 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.

The following shall be the authorised persons to approve the key information document:

- i. executive Chairperson and compliance officer; or
- ii. Managing Director or Chief Executive Officer and compliance officer; or
- iii. Chief Financial Officer and compliance officer; or
- iv. whole-time director and compliance officer; or
- v. any two key managerial personnel.

they are duly authorised to attest as per this clause by the board of directors or the governing body, as the case may be, by a resolution, a copy of which should also disclosed in the offer document."

"RESOLVED FURTHER THAT the debenture committee consisting of Mr. Mathew Muthoottu (DIN 01786534) (Managing Director), Mrs. Nizzy Mathew (DIN 01680739) (Whole Time Director), Mr. Manojkumar R (09357326) (Independent Director), Directors of the Company, (with any two Directors forming a quorum) (the **"Debenture Committee"**) be and is hereby authorised to, if so required, within the ambit of this resolution, determine and approve the terms and conditions and number of the Debentures to be issued, the timing, nature, type, pricing and such other terms and conditions of the issue including coupon rate, minimum subscription, retention of oversubscription, if any, etc., to approve the Disclosure Documents, including any corrigendum, amendments supplements thereto, and the issue thereof and to issue and allot the Debentures and to approve all other matters relating to the issue and do all such acts, deeds, matters and things including execution of all such deeds, documents, instruments, applications and writings as it may, at its discretion, deem necessary and desirable for such purpose including without limitation the utilization of the issue



proceeds, modify or alter any of the terms and conditions, including size of the issue of the Debentures, as it may deem expedient."

"RESOLVED FURTHER THAT Ms. K. S. Smitha, Company Secretary, be and is hereby appointed as the Compliance Officer of the Company for the purpose of the offer, issue and allotment of the Debentures."

"RESOLVED FURTHER THAT Mr. Mathew Muthoottu (DIN 01786534) (Managing Director), Mrs. Nizzy Mathew (DIN 01680739) (Whole Time Director), Directors of the Company, Mr. P E Mathai (Chief Executive Officer), Ms. K. S. Smitha (Company Secretary) and Mrs. Ann Mary George (Chief Financial Officer), the authorised signatories, be and are hereby severally authorized to enter into and execute all such agreements/arrangements as may be required including ratification of all appointments of intermediaries made for this issue, if any, for appointing Catalyst Trusteeship Limited as debenture trustee to the issue, for appointing SKI Capital Services Limited as merchant banker to the issue, ICRA Ratings for purpose of rating/revalidation of rating of the proposed issuance and depositories, custodians, registrar and bankers, and such other persons/agencies/ intermediaries as may be involved or concerned in the offer, issue and allotment of the Debentures and to remunerate all such persons/agencies, including by the payment of arranger fees (if applicable) and other such fees as may be deemed fit and according to the terms and conditions, as mentioned in their respective appointment letters/terms of issue."

"RESOLVED FURTHER THAT Mr. Mathew Muthoottu (DIN 01786534) (Managing Director), Mrs. Nizzy Mathew (DIN 01680739) (Whole Time Director), Directors of the Company, Mr. P E Mathai (Chief Executive Officer), Ms. K. S. Smitha (Company Secretary) and Mrs. Ann Mary George (Chief Financial Officer), the authorised signatories, be and are hereby severally authorized to file the Disclosure Document and other documents with the SEBI, the relevant registrar of companies, RBI, Stock Exchange(s) as may be required, and to apply for the listing of such Debentures in one or more recognized Stock Exchange(s) in India, as may be required by applicable laws and to sign and execute listing application(s), various agreements including listing agreement, undertakings, deeds, declarations, affidavits, certificates, documents, etc. and all such other requisite documents and to do all such acts, deeds and things, and to comply with all formalities as may be required in connection with an incidental to the aforesaid offer, issue and allotment of the Debentures including compliance to the post issue formalities and with power to settle any question, difficulties or doubts that may arise in regard to the issue or allotment of such Debentures as may be deemed fit."

"RESOLVED FURTHER THAT Mr. Mathew Muthoottu (DIN 01786534) (Managing Director), Mrs. Nizzy Mathew (DIN 01680739) (Whole Time Director), Directors of the Company, Mr. P E Mathai (Chief Executive Officer), Ms. K. S. Smitha (Company Secretary) and Mrs. Ann Mary George (Chief Financial Officer), the authorised signatories of the Company, be and are hereby severally authorised to enter into agreement(s) with the concerned bank(s), the registrar appointed for the purpose of the Company for opening bank accounts in relation to the issue of Debentures singly or jointly and without any limit, to operate the said account(s), and to give such instructions including closure thereof as may be required and deemed appropriate by them, and that the said bank(s) be and are hereby authorised to honor all cheques and other negotiable instruments



drawn, accepted or endorsed and instructions given by the aforesaid director(s) and/or officer(s) on behalf of the Company, as the case may be in accordance with the regulatory provisions and the agreements entered into for the purpose of the issue of the Debentures."

"RESOLVED FURTHER THAT the Authorised Persons be and are hereby severally authorised to enter into an agreement to access the Distributed Ledger Technology ("DLT") system and upload such information in the DLT system as may be prescribed by SEBI from time to time."

"RESOLVED FURTHER THAT the Authorised Persons and / or any Director be and are hereby severally authorised to file necessary forms with the jurisdictional registrar of companies and other statutory authorities and to do all other acts, deeds, things and matters as may be deemed expedient to give effect to the aforesaid resolution, including to sign the necessary private placement cum offer letter in Form No. PAS-4, application letter with the jurisdictional registrar of companies, or any other documents as may be required from time to time for the purpose of the abovementioned allotment and to do all such acts, matters, deeds and things necessary or desirable in connection with or incidental to giving effect to the above resolution, including but not limited to making the necessary entries in the register of debenture holders and to comply with all other requirements in this regard."

"RESOLVED FURTHER THAT the Authorised Persons be and are hereby severally authorised to pay all stamp duty required to be paid for the offer, issue and allotment of the Debentures, execution of Transaction Documents, including through any intermediaries that may be authorised in this regard, in accordance with the laws of India and procure the stamped documents from the relevant governmental authorities."

"RESOLVED FURTHER THAT for the purpose of disclosures in the documents pertaining to the issue of NCDs, the threshold for disclosing material litigation involving the Company ("**Materiality Threshold**") be and is hereby approved as follows:

- i. Criminal, tax proceedings and actions by statutory authorities/regulatory authorities:
All criminal proceedings, tax proceedings, and outstanding actions by statutory/regulatory authorities as required under applicable law, matters under Companies Act, 2013, SEBI (Issue and Listing of Non- Convertible Securities) Regulations, 2021 involving the Company shall be deemed to be material;
- ii. De minimis monetary threshold for other proceedings:
 - a. Pending litigation proceedings/arbitration proceedings:
 - involving the Company and group companies, other than criminal proceedings, outstanding statutory and regulatory actions and taxation matters, shall be considered material if the quantified monetary amount of the claim by or against the Company in any such pending proceeding exceeds lower of: (i) 2% of the turnover, as per the last audited standalone financial statements of the listed entity; or (ii) 5% of the average of absolute value of profit or loss after



tax, as per the last three audited standalone financial statements of the listed entity, i.e., INR 1,630.29 lakh or INR 398.82 lakh respectively, whichever is less.

- in the event of pending civil litigation/arbitration proceeding wherein a monetary liability is not quantifiable, such litigation proceeding/arbitration proceeding shall be considered as material in the event that the outcome of such litigation proceeding may have a material adverse effect on the position, business, operations, prospects, credit quality or reputation of the Company.

b. Pending litigation proceedings/arbitration proceedings involving the directors of the Company, outstanding statutory and regulatory actions and taxation matters, shall be considered material if such litigation proceeding/arbitration proceeding shall be considered as material in the event that the outcome of such litigation proceeding may have a material adverse effect on the position, business, operations, prospects, credit quality or reputation of the Company.

iii. Pre-litigation notices:

Notices received by the relevant parties, from third parties (excluding statutory/regulatory/tax authorities or notices threatening criminal action) shall, not be evaluated for materiality until such time that the relevant parties are impleaded as defendants/respondents in litigation proceedings before any judicial or arbitral forum."

"RESOLVED FURTHER THAT the Materiality Threshold shall be without prejudice to any disclosure requirements, which may be prescribed by the Stock Exchange, SEBI and/or such other applicable authority with respect to listed companies or disclosure requirements as may be prescribed by the Stock Exchanges and/or SEBI through its observations on the offer documents, or disclosures that may arise from any investor or other complaints and the Materiality Threshold is solely from the perspective of disclosure requirements in the documents pertaining to the Issue and should not be applied towards any other purpose."

"RESOLVED FURTHER THAT the Board hereby approves and ratifies all such acts, deeds and actions taken by the Company till date for the purpose of the finalisation of the terms of, and completing all applicable requirements for, the offer, issue and allotment of the Debentures."

"RESOLVED FURTHER THAT 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."

For MUTHOOT MCRED LIMITED


Smitha K.S.
Company Secretary
ACS:12345



ANNEXURE VIII: SHAREHOLDERS RESOLUTION

(as attached separately)

**CERTIFIED TRUE COPY OF THE SPECIAL RESOLUTIONS PASSED AT THE
EXTRA ORDINARY GENERAL MEETING OF THE SHAREHOLDERS OF THE
MUTHOOT MCRED LIMITED ON THURSDAY, 19TH FEBRUARY 2026 AT THE
REGISTERED OFFICE OF THE COMPANY AT 10:00 A.M. (IST)**

2. To increase the overall borrowing powers of the Board of Directors to Rs. 10,000 Crores pursuant to section 180(1)(c) of the Companies Act, 2013

“RESOLVED THAT in supersession of all earlier resolutions passed by the members of the Company in this regard and pursuant to the provisions of Section 180(1)(c) and other applicable provisions, if any, of the Companies Act, 2013 and read with the Rules framed there under (including any statutory modification(s) and re-enactment(s) thereof for the time being in force) and the Articles of Association ('AOA') of the Company, and subject to such other approvals as may be necessary, consent of the Members be and is hereby accorded to the Board of Directors of the Company (hereinafter referred to as the “Board” which term shall be deemed to include any committee and sub-committee which the Board may have constituted or shall hereinafter constitute to exercise its powers including the powers conferred by this resolution) to borrow any sum or sums of money by obtaining loans, overdraft facilities, lines of credit, commercial papers, convertible/ non-convertible debentures, external commercial borrowings (loans/bonds), INR denominated offshore bonds or in any other forms from Banks, Financial Institutions, other Bodies Corporate or other eligible investors, from time to time, which, together with the monies already borrowed by the Company (apart from temporary loans obtained or to be obtained from the Company's Bankers in the ordinary course of business) may exceed, at any time, the aggregate of the paid-up share capital and free reserves, provided that the total amount so borrowed by the Board shall not at any time exceed Rs. 1,00,00,00,00,000/- (Rupees Ten Thousand Crores only) or equivalent amount in any other foreign currency.

RESOLVED FURTHER THAT the Board of Directors and Key Managerial Personnel of the Company be and are hereby severally authorized to do all acts, deeds, matters and things as they may in their absolute discretion deem necessary, proper, desirable or expedient to give effect to this resolution and to settle any questions, difficulties or doubts that may arise in respect of the matter aforesaid.”

3. Power to the Board of Directors to create charge on the assets of the company to secure borrowings pursuant to section 180(1)(a) of the Companies Act, 2013

“RESOLVED THAT in supersession of all earlier resolutions passed by the members of the Company in this regard and pursuant to the provisions of Section 180(1)(a) and other applicable provisions, if any, of the Companies Act, 2013 and read with the Rules framed there under (including any statutory modification(s) and re-enactment(s) thereof for the time being in force)



MUTHOOT MCRED LIMITED
(Formerly Known as 'Muthoottu Mini Financiers Limited')
CIN: U65910KL1998PLC012154

and the Articles of Association ('AOA') of the Company, consent of the Members be and is hereby accorded to the Board of Directors (hereinafter referred to as the "Board" which term shall be deemed to include any committee and sub-committee which the Board may have constituted or shall hereinafter constitute to exercise its powers including the powers conferred by this resolution) to sell, lease or dispose of in any manner including but not limited to mortgages, hypothecation, pledge or in any manner creating charge on all or any part of the present and future moveable or immovable assets or properties of the Company or the whole or any part of the undertaking(s) of the Company of every nature and kind whatsoever (hereinafter referred to as the "Assets") and/or creating a floating charge on the Assets to or in favour of Banks, financial institutions, investors, debenture trustees or any other lenders to secure the amount borrowed by the company or any entity which is a subsidiary or associate or group entity, from time to time, for the due re-payment of principal and/or together with interest, charges, costs, expenses and all other monies payable by the Company or any such entity in respect of the such borrowings provided that the aggregate indebtedness so secured by the assets do not at any time exceed the limits of Rs. 10,000 Crores as approved under Section 180(1)(c) of the Act.

RESOLVED FURTHER THAT the Board of Directors and Key Managerial Personnel of the Company be and are hereby severally authorized be and is hereby severally authorized to do all such acts, deeds, matters and things as may be considered necessary in this regard for and on behalf of the Company, including but not limited to, negotiate and finalize the terms of sale, lease, creation of security or any other dispositions including execution of all such documents, instruments and writings, as it may think fit for giving effect to the aforesaid resolution.

For MUTHOOT MCRED LIMITED


Smita K.S
Company Secretary
ACS:12345



**CERTIFIED TRUE COPY OF EXPLANATORY STATEMENT ANNEXED TO THE
NOTICE OF THE MEETING PURSUANT TO SECTION 102(1) OF THE
COMPANIES ACT, 2013**

Item No. 2: To increase the overall borrowing powers of the Board of Directors to Rs. 10,000 Crores pursuant to section 180(1)(c) of the Companies Act, 2013

And

Item No. 3: Power to the Board of Directors to create charge on the assets of the company to secure borrowings pursuant to section 180(1)(a) of the Companies Act, 2013

Pursuant to the provisions of Section 180(1)(c) of the Companies Act, 2013 ("Act"), the Board of Directors of a Company is required to obtain the approval of the Members by way of a Special Resolution to borrow monies, where the aggregate of monies already borrowed and the monies proposed to be borrowed by the Company exceeds the aggregate of its paid-up share capital, free reserves and securities premium, excluding temporary loans obtained from the Company's bankers in the ordinary course of business.

Further, in terms of Section 180(1)(a) of the Act, the Board of Directors is required to obtain the approval of the Members by way of a Special Resolution for selling, leasing, or otherwise disposing of the whole or substantially the whole of the undertaking of the Company, or for creating charge, mortgage, hypothecation or security on the assets of the Company for securing repayment of borrowings.

The Company may, from time to time, be required to borrow money for the purposes of expansion of business activities, capital expenditure, working capital requirements and other corporate purposes. In connection therewith, the Company may also be required to create charge, mortgage, hypothecation or other security interest on all or any of its movable and/or immovable properties, present and future, and/or the whole or substantially the whole of the undertaking of the Company, wherever situated, in favour of banks, financial institutions, non-banking financial companies (NBFCs), lenders or any other person(s), to secure the repayment of loans, credit facilities or other financial assistance availed or to be availed by the Company.

At present, the overall borrowing powers of the Board of Directors of the Company are limited to Rs. 80,00,00,00,000/- (Rupees Eight Thousand Crores only). The Board of Directors proposes to enhance the overall borrowing limit to Rs. 1,00,00,00,00,000/- (Rupees Ten Thousand Crores only) and to authorize the creation of charge, mortgage, hypothecation or other security on the assets of the Company in connection with such borrowings.



MUTHOOT MCRED LIMITED
(Formerly Known as 'Muthoottu Mini Financiers Limited')
CIN: U65910KL1998PLC012154

The Board recommends the resolutions for approval by the Members by way of Special Resolutions. Accordingly, the approval of the Members is sought under item nos. 2 and 3 of the accompanying Notice.

None of the Directors or Key Managerial Personnel of the Company or respective relatives, are in any way concerned or interested, financially or otherwise in resolution set out at item nos. 2 and 3 of the Notice.

For MUTHOOT MCRED LIMITED


Smitha K.S
Company Secretary
ACS:12345



ANNEXURE IX: IN PRINCIPLE APPROVAL RECEIVED FROM STOCK EXCHANGE

(as attached separately)

DCS/COMP/PT/IP-PPDI/214/25-26

January 27, 2026

Muthoottu Mini Financiers Limited

65/623K, Muthoottu Royal Towers, Kaloor, Ernakulam
Kochi, Kerala - 682017

Dear Sir/Madam

Re: Private Placement for Issue of Senior/ Subordinated/ Unsubordinated, Unsecured/ Secured, Listed, Rated, Redeemable, Guaranteed Or Not, Principal Protected Or Not, Market Linked / Non Market Linked, Green Debt Securities Or Not, Non-Convertible Debentures ("Debenture(s)" Or "NCD(s)") and Commercial Papers Under GID Number: 01/25-26 Dated January 22, 2026

We acknowledge receipt of your application on the online portal on January 22, 2026 seeking In-principle approval for issue of captioned security. In this regard, the Exchange is pleased to grant in-principle approval for listing of captioned security subject to fulfilling the following conditions at the time of seeking listing:

1. Filing of listing application.
2. Payment of fees as may be prescribed from time to time.
3. Compliance with SEBI (Issue and Listing of Non-Convertible Securities) Regulations, 2021 read with SEBI Circular No SEBI/HO/DDHS/P/CIR/2021/613 dated August 10, 2021 and circulars issued thereunder and also Compliance with provisions of Companies Act 2013.
4. Receipt of Statutory & other approvals & compliance of guidelines issued by the statutory authorities including SEBI, RBI, DCA etc. as may be applicable.
5. Compliance with change in the guidelines, regulations, directions, circulars of the Exchange, SEBI or any other statutory authorities, documentary requirements from time to time.
6. Compliance with below mentioned circular dated June 10, 2020 issued by BSE before opening of the issue to the investors.:
<https://www.bseindia.com/markets/MarketInfo/DispNewNoticesCirculars.aspx?page=20200610-31>
7. Issuers, for whom use of EBP is not mandatory, specific attention is drawn towards compliance with Chapter XV of SEBI Circular No SEBI/HO/DDHS/P/CIR/2021/613 dated August 10, 2021 and BSE Circular No 20210519-29 dated May 19, 2021. Accordingly, Issuers of privately placed debt securities in terms of SEBI (Issue and Listing of Non-Convertible Securities) Regulations, 2021 or ILDM Regulations for whom accessing the electronic book platform (EBP) is not mandatory shall upload details of the issue with any one of the EBPs within one working day of such issuance. The details can be uploaded using the following links [Electronic Issuance - Bombay Stock Exchange Limited \(bseindia.com\)](#).

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

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

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

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

Yours faithfully,
For BSE Limited



Nitinkumar Pujari
Assistant Vice President



Anurag Jain
Manager

ANNEXURE X: CONSENT LETTER FROM THE REGISTRAR AND TRANSFER AGENT

(as attached separately)



MUFG Intime India Private Limited
(Formerly Link Intime India Private Limited)
CIN: U67190MH1999PTC118368
Registered Address:
C-101, 1st Floor, 247 Park, L.B.S. Marg,
Vikhroli (West), Mumbai – 400083.
Tel: +91 22 4918 6000
Website: www.in.mpms.mufg.com

09th March 2026

To
Muthoot MCred Limited
(Formerly 'Muthoottu Mini Financiers Limited')
65/623K Muthoottu Royal Towers
Kaloor, Kochi,
Ernakulam- 682017, Kerala

Dear Sir/Madam,

Sub.: Consent to act as Registrar to the Proposed issue of "Rated, Secured, Redeemable, Listed, Interest Bearing Non-Convertible Debentures" of Face Value of Rs. 10,000/- each at Par aggregating to Rs. 460 Crores to be issued on private placement basis

We refer to the subject issue and hereby accept our appointment as 'Registrar' to the issue of "Rated, Secured, Redeemable, Listed, monthly Interest Bearing Non-Convertible Debentures" of Face Value of Rs. 10,000/- each at Par aggregating up to Rs. 460 Crores and give our consent to incorporate our name as "Registrar to the Issue" in the offer documents.

Our Permanent SEBI Registration No.: INR000004058.

Thanking You.

Yours faithfully,

For MUFG Intime India Private Limited


Ganesh Jadhav
Senior Associate Vice President-Depository Operations

ANNEXURE XI: CONSENT LETTER FROM THE MERCHANT BANKER

(as attached separately)

March 07, 2026

To,
MUTHOOT MCRED LIMITED
CIN:U65910KL1998PLC012154

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

Dear Sir/Madam,

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

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

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

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

Thanking you,

For SKI Capital Services Limited



Manick Wadhwa
Authorized Signatory
dcm@skicapital.net

ANNEXURE XII - LENDING POLICY

(as attached separately)



LOAN POLICY

Approved by the Board of Directors in their meeting held on 21-03-2025

1. Preface

This paper has been drawn by way of consolidation, updation and additions to our existing lending norms with a view to present a comprehensive policy document for favour of the Board's approval. The policy seeks to maintain consistent improvement in asset quality, improvement in net interest margins and operational efficiency particularly in the areas of compliances and risk management.

2. Regulatory regime

As a Non-Banking Financial services company registered under the Reserve Bank of India Act, our lending policy is guided by the directives and guidelines issued by The Reserve Bank of India from time to time. As such, this policy document is subject to review based on periodic changes in regulatory norms.

1. Single / Group Exposure norms - Lending to any single borrower will not exceed 15% of Tier 1 Capital and to any single group of borrowers not to exceed 25% of Tier 1 Capital and the overall exposure norms shall be as prescribed by RBI.
2. Maintain a Capital to risk weighted asset ratio of 15%.
3. Prudential lending norms - Asset classification, provisioning requirements as per RBI Prudential norms.
4. Fixation of maximum loan per gram based on the Loan to Value (LTV) guidelines of RBI
5. Compliance with Anti money laundering / countering financing of Terrorist Activities as elucidated in our Anti Money Laundering (AML) policy

3. Risk management

We have a zero-tolerance policy on risk. The different tiers of control already implemented, begins at the branch level. Regional Managers, Audit Managers and Vigilance Managers have a clear job role to enforce routine check on enforcement of quality assurance measures. CO functionaries will also undertake random check on related issues, whenever they visit the branches.

The Risk Management Committee, of the Board, is entrusted with the task of identification, measurement, monitoring and mitigation of the risk factors on an ongoing basis.

As a part of our ongoing risk mitigation initiatives, the Company has implemented rating matrix system to assess vulnerability at branch as well as at corporate office levels. This rating exercise will be a part of periodic audits.

Notwithstanding, given the short-term nature of our Loan assets cushioned well by net interest margins, the secured nature of business, vulnerability to credit, operational as well as market risks is limited.

4. Resources

Our funding needs are presently sourced out of debentures and also partly through working capital facilities from Banks. Reckoning our ambitious growth plans, steps have been initiated to source additional banking facilities, in addition to periodical issue of non-convertible debentures.

As a part of our initiative to raise cheaper source of funds and also to draw parity with our assets maturity profile, alternative short-term sources of funding would also be added to the resources.

5. Loan Pricing policy

The interest rates on gold loans will be fixed by the company on the basis of the following internal valuations.

1. The company lends varying amounts per gram of the gold (LTV) depending upon the market value and the purity of the gold. As per the risk assessment of the company a higher LTV is riskier than a lower LTV. Accordingly, lower LTV attracts lower rate of interest and higher LTV attracts higher interest rate. Further, in case of schemes where the interest rate varies with tenor of the loan, the borrower can remit the monthly interest alone and continue to enjoy the loan at lower interest rate.
2. In terms of RBI guidelines, maximum LTV rate that can be fixed should not exceed 30day average of the closing rate for standard gold (22k) fixed by India Bullion and Jewellery Association.
3. No allowance has been provided for add-ons such as making charge, sales tax, etc.
4. The maximum permissible LTV (Loan-to-Value) of the pledged ornaments will, however, be within the ceilings stipulated by RBI from time-to-time (The maximum permissible LTV is 75% at present). The company will maintain a Loan-to-Value (LTV) Ratio not exceeding 75 percent for loans granted against the collateral of gold jewellery throughout the tenor of loan.
5. Cost of funds: Interest on loans will be levied as a markup on the current cost of funds. The current cost of funds for this purpose means the incremental cost of borrowings of the company, its operating cost, loan loss provision and taking into account the operating margins required for growth of the Company.

6. The interest rates charged by the Company shall be expressed in compound rates with monthly rests.

6. Products

i) Gold Loans

The Company's assets are advances granted against the security of gold. Therefore the products profiles are reviewed regularly with a view to customize products in line with market expectations, availability of funds and competitor analysis. Variants of loan products through different schemes within the policy framework are done after periodic review of market conditions, duly approved by the board.

Gold loan schemes of the company are having a maximum period of up to 24 months from the date of initial sanction.

Gold loan products are reviewed from time to time.

Online Gold Loan procedure is as per **Annexure-1** attached

ii) Loan Against Property

Loan against Property is given against equitable mortgage of property.

The Board of Directors will sanction each loan on case to case basis after considering the valuation report on the property and legal opinion on the property documents.

iii) Microfinance Loans

Microfinance loans are loans given to Female clients for Income Generating Activities on the basis of joint liability. Loans are repayable in equated instalments over a period of time.

Loans are given for declared legal end use, like business expansion, working capital needs, purchasing raw material, purchasing livestock, Marriage, education, debt consolidation etc. Clients are organized in center consist of 5-25 females divided in to sub groups and each woman takes joint liability for the other members of the group. The clients have weekly/fortnightly /monthly meetings where they pay back the loans to the field officers called Relationship officers of the company. All process and procedures are formulated based on RBIs NBFC – MFI guidelines issued from time to time.

7. Purpose

The loans are granted for productive and personal consumption and KYC requirements are required to be met. The funds raised out of our gold loans are not to finance terrorist activities, hoarding and/ or for money laundering purposes or any other illegal purposes.

8. KYC Procedure

As per RBI Regulations, 100% KYC compliance is mandatory for all Transactions in Financial Institutions.

The circular issued on KYC Compliance bearing No. CO/CIR/OP/SW: 22/61 dated 02/11/2022 had in detail given all the guidelines to be followed while collecting KYC and how to document it. It is therefore being advised to collect permissible KYC Documents for all New Customers as well as old customers from whom KYC was not obtained (both ID & Address proof)

Collecting KYC, Verification and updating the relevant details in the module at periodic intervals (one year) for Existing and Old customers is necessary. If the customer is from a distant place and having the KYC of that place, the local address proof should be collected. In case of KYC documents having Expiry period, care should be taken to ensure that the same is valid.

Both the address and ID Proof should be collected. If both the ID and address proof are in a single KYC document like Passport, Driving license etc., one copy of the same is enough. The entire details of the entered customer details should match with the KYC obtained and ensure that the documents collected are self-attested. The Branch in charge will verify the copy with the originals and attest with their signature and filed in the order of the client ID.

A declaration is to be executed jointly by Branch In Charge (BIC) and Joint Custodian (JC) at the time of sanctioning each loan in the authorized format. The declaration is to be part of loan documents in respect of each and every loan.

Spot images of the borrowers will be captured at the time of availing the loan.

9. Quantum of advance and discretionary limits

i) Discretionary limits

While no minimum loan level is prescribed, company has stipulated that the minimum quantum of gold ornaments that can be pledged at one time will be two grams of gold content.

Branch in charge will have exclusive powers to sanction individual gold loan as well as aggregate loan to a customer up to Rs. 10.00 lakhs. Sanctioning power for Loans above Rs. 10.00 lakhs in the case of individual gold loan as well as aggregate limit to a customer above Rs. 10.00 lakhs up to Rs. 25.00 lakhs will be vested with Zonal Manager, on the basis of the recommendations from Branch in charge and Regional Manager. Sanctioning powers for loans above Rs.25.00 lakhs in the case of individual gold loan as well as aggregate limit to a customer above Rs. 25.00 lakhs up to Rs. 50.00 lakhs will be vested with AGM, Sanctions at Corporate office, on the basis of recommendations from Branch in charge, Regional Manager and Zonal

Manager. Sanctioning powers for gold loans above Rs. 50.00 lakhs in the case of individual gold loan as well as aggregate limit to a customer above Rs. 50.00 lakhs up to Rs. 100.00 lakhs will be vested with Chief Operating officer, on the basis of recommendations from Branch in charge, Regional Manager, Zonal Manager and AGM sanctions at corporate office. Sanctioning powers for loans above Rs. 100.00 lakhs in the case of individual gold loan as well as aggregate limit to a customer above Rs. 100.00 lakhs up to Rs. 150.00 lakhs will be vested with Chief Executive officer. It will be based on the recommendations of all functionaries as per hierarchy mentioned above. Sanctioning powers for loans above Rs. 150.00 lakhs in the case of individual gold loan as well as aggregate limit to a customer above Rs. 150.00 lakhs will be vested with Managing Director. It will be based on the recommendations of all functionaries as per hierarchy mentioned above.

ii) High Value Loan approvals and Customer Profiling

A “High Value Loan Alert” mail is sent to the respective RMs/AMs for all loans disbursed above 5 lakhs. Pan card is mandatory for all loans (transactions) above 5 lakhs

Apart from this, if a customer avails a single loan of Rs.10 lacs and above or total loan outstanding of the customer crosses 10 lacs and above, a “High Value Loan Alert” mail is sent to the respective RMs/AMs. RM/AM should do a customer profiling for which a questionnaire is in place. As such, RM/ZM (as the case may be) should verify/prepare customer profiling and get it approved

10. Margin

Maximum loan amount is restricted to 75% of market value on the date of advance. Rate per gram in all cases will be as per CO guidelines issued from time to time. Branches do not have the discretion to offer different per gram rates than the one circulated. Company has decided to adhere to the maximum rate per gram LTV computed on the basis of monthly average rate of 22 carat gold published by India Bullion and Jewellers Association (IBJA).

11. Verification of Ownership of Gold

Where the gold jewellery pledged by a borrower at any one time or cumulatively on loan outstanding is more than 20 grams, branch shall keep a record of the verification of the ownership of the jewellery. The ownership verification need not necessarily be through original receipts for the jewellery pledged but a suitable document shall be prepared to explain how the ownership of the jewellery has been determined, particularly in each and every case where the gold jewellery pledged by a borrower at any one time or cumulatively on loan outstanding is more than 20 grams.

We have an Ownership Verification process in place. The ownership of the ornaments should be verified through various methods, signed by an employee and countersigned by the sanctioning authority of the branch in the prescribed format with all the details filled up. The signed declaration is uploaded in the system while making the transaction entry. A signed ownership declaration also obtained from the borrower having single/aggregate loan above 10 lakh.

12. Standardisation of Value of Gold

The gold jewellery accepted as collateral by the company shall be valued by the following method:

- a) The gold jewellery accepted as collateral by the Company shall be valued by taking into account the preceding 30 days' average of the closing price of 22 carat gold as per the rate as quoted by the India Bullion and Jewellers Association (IBJA).
- b) If the purity of the gold is less than 22 carats, the Corporate Office shall translate the collateral into 22 carat and state the exact grams of the collateral. In other words, jewellery of lower purity of gold shall be valued proportionately subject to the condition that the purity of the ornaments is not below 19 carats.
- c) Company, while accepting gold as collateral, should certify that they have assayed the gold and state the purity (in terms of carats) and the weight (gross and net weights) of the gold pledged with suitable caveats to protect themselves against disputes during redemption. The certified purity shall be applied both for determining the maximum permissible loan and the reserve price for auction.

13. Assaying procedure-

We have implemented the Maker Checker Process for all the loans disbursed from the branches. By this process, both the Appraising employee and sanctioning employee has to verify the quality of the gold and the customer credentials which is also confirmed in the module while disbursing each Loan.

14. General Conditions

1. Muthoot Mini Financiers Ltd refrains from interference in the affairs of the borrower except for the purpose of loan provided in the terms and conditions of the agreement unless a new information not earlier disclosed by the borrower has come to the notice of the company.
2. All gold loans will be sanctioned on the basis of a preliminary assaying of the purity of the pledged ornaments. These will be verified later on by qualified/ experienced gold assayers appointed by the company and in case the purity of the pledged ornaments are below the minimum accepted level of purity approved by the company, the company reserves the right to recall such loans without delay or notice.
3. Since gold loans are sanctioned instantaneously, no acknowledgment of loan application will be given.
4. The company does not resort to use muscle power or unlawful coercion methods for recovery of loans granted by the company.
5. All loans are sanctioned at the sole discretion of the company

15. Storage and Insurance

The Company shall ensure that a minimum level of physical infrastructure and facilities and a strong building, with reach and visibility etc are available for the branches engaged in financing against gold

jewellery. The pledged gold shall be stored systematically, serial number wise to facilitate easy check and location.

The pledged ornaments will be stored in vaults/ strong rooms and will be duly insured against theft, dacoit, etc. All the pledged ornaments will also be insured for their gold content at current market rate.

Gold stored in the Vaults/ strong room will have the following additional safety measures

The vaults/Strong room shall have a double lock system. There shall be two keys for operating the vaults/strong room, entrusted to two separate officials, one to the Branch Head (custodian) and the other to a senior official (Joint custodian) in the Branch. The vaults/strong room can be opened only when the two keys are used.

A register shall be maintained at Branch to enter the time of entry and exit, name of authorized person, whenever the vault/strong room is opened. . No person other than the Custodian shall open the vault/strong room unless otherwise authorized by the competent authority.

The vault/strong room shall have additional security features like CCTV Camera at the most vantage point(s) to keep round the clock surveillance. The monitoring of such CCTV Camera shall be done by the Audit/Vigilance department during their routine visits.

Adequate training is given to the employees regarding the storage policy and its operations and verified during the periodic inspections by the authorized persons and audit personnel.

This will be in force till such time it is modified or amended by the Board of Directors

16. Auction procedures

i) Criteria for sending Prior notices

The company has an approved auction policy in detail. A set of norms is specified for identifying the accounts to be included for Auction. For the eligible loans, intimation is sent to the borrowers, the periodicity for sending notices is already laid down in the policy. A notice in the local language is sent to the borrowers (eligible for auction account) by registered post with acknowledgement requesting them to pay the full dues as and when the accounts become overdue. If the customer fails to settle the dues even after 20 days from the due date, the Company shall send a registered auction notice with acknowledgment due, requesting the borrower to immediately pay the full dues, failing which the security would be liable to be put on public auction/e-auction, without further notice, for recovery of dues.

ii) Self-Bidding and Disclosure in the Annual Report and refund of Surplus, recovery of Shortfall

MMFL shall not participate in the public auctions. The company will disclose in its annual report the details of the auctions conducted during the financial year including the number of loans, outstanding amount and Value realized. Refund of Surplus, recovery of shortfall is specified.

iii) Auction announcement

The list of accounts taken up for auction shall be announced through advertisement in National daily and in a vernacular language. Such notification in the newspapers should be published at least 14 calendar days before the scheduled auction date.

The company shall resort to realization of the “auction accounts” only through Public auction/e-auction in “as is where is” and “as is what is” condition except as otherwise stated in the auction policy.

The proposal for fixing the reserve price for each auction shall be above 85% of the previous 30 day average closing price of 22 carat gold as declared by the Bombay Bullion Association Ltd (Now India Bullion and Jewelers Association Ltd) and the value of the jewellery of lower purity in terms of carat should be proportionately reduced.

Procedure for Legal, Low quality and Spurious accounts is defined in the Auction policy. The policy includes the Earnest Money Deposit (EMD) and Documents to be submitted by the Bidder.

iv) Empanelment of Auctioneer:

Auction shall be carried out only through Auctioneers /E –Auctioneers empanelled by the Company with the approval of the Auction Committee. In centers, where such Auctioneers are not available the auction must be conducted by

- a. Lawyers with more than one year experience.
- b. Professionally qualified, work experience with auction and related activity in any financial Institution or Bank for more than 3 years.
- i) The charges, fees payable to the auctioneers shall be fixed after proper internal approvals and reviewed periodically.
- ii) Considering the number of auctions and the availability of auctioneers, company reserves the right of empanelling one or more auctioneers in an area.

v) Other conditions

All registers and records relating to public auction will be kept in the auction center, in case of public auction, under the joint custody of RMs concerned and bid confirmation, lot details, KYC and authorization, newspapers, copy of participants register and lot register will be kept at the corporate office under the custody of Asset quality department, subject to periodical internal audit.

The brief of the Auction procedure is available in the terms and conditions in the loan document and duly acknowledged by the borrower.

17. Systems and procedures put in place for dealing with fraud

Fraud reporting to RBI- Timely intimation of fraud incidents detected and filing of police complaint.

With reference to the captioned subject, following directions are notified for strict compliance.

Intimation on Fraud incidents

It may be noted that in the instance of a fraud being detected, intimation (details in brief) shall be provided to the operations department with a copy to the legal department immediately on detection and/or conclusion of the incident as fraud, by the concerned RMs where the fraud has occurred at the regional/branch level. Further, a detailed report in the prescribed format shall be submitted within 10 days of such detection.

Filing of Police complaint

In all incidents where the commitment of fraud has been detected/confirmed, police complaint should compulsorily be filed against those involved in the following instance.

Amount involved in fraud is Rs.10, 000 /- & above, committed by staff/ customers/external parties.

The above instructions are in line with the RBI's Directions/Circular (Master direction: "Monitoring of frauds in NBFCs directions, 2016 "DNBS. PPD.01/66.15.001/2016-17, dated September 29, 2016 and Master Circular: "Future approach towards monitoring of frauds in NBFCs", DNBR (PD)cc.No.058/03.10.119/2015-16) on reporting requirement concerning fraud.

18. Way forward

We realize the need to constantly review and upgrade lending policy to review the products profile as well as terms to be able to be competitive in the market.

With our vision to become a preferred service provider in the financial services segment and to migrate to become a financial supermarket, product innovation, customization, addition and modification will remain a continuing process.

Annexure-1

Process Flow for Online Gold Loan (OGL)

In recent years, the financial landscape has witnessed a significant shift towards digital platforms, and one area that has embraced this transformation is the lending sector. Online gold loans have emerged as a popular and convenient financial instrument, allowing individuals to leverage the value of their gold assets without the hassle of traditional lending processes.

Upon a customer's initiation of a Gold loan request at the branch, the staff will initially ascertain the customer's status, distinguishing between existing and new clientele. If identified as a new customer, the branch representative will proceed to gather requisite KYC details and generate a new customer identification. Subsequently, the branch personnel will conduct a comprehensive verification of the gold presented by the customer.

For Online Gold Loan (OGL) it may be noted that the customer has to mandatorily visit the branch first for getting the ornaments appraised and thereafter the sanctioned loan amount is disbursed directly to the customer's account.

During the Online Gold Loan (OGL) registration process, the customer is required to furnish the previously assigned customer ID. The registration page will automatically populate the address and other pertinent details associated with the provided customer ID. Concurrently, the branch is tasked with gathering the customer's banking information for the seamless transfer of the Gold loan amount to their account. Documentation substantiating the bank details, such as a copy of a cheque leaf, the front page of the bank passbook, or a bank statement, will be collated and uploaded on the OGL registration page. Upon the successful completion of the registration process, the branch is authorized to initiate the disbursement through the Online Gold Loan (OGL) disbursement page. Following disbursement, the corresponding amount will be deducted from the corporate account, presently maintained with South Indian Bank & IDFC Bank, and subsequently transferred directly to the customer's account. The transfer method employed is Immediate Payment Service (IMPS) / National Electronic Fund Transfer (NEFT) for amounts below Rs 5.00 lakhs and Real-Time Gross Settlement (RTGS) for amounts exceeding Rs 5.00 lakhs. The maximum loan amount for a single loan is capped at Rs 15.00 Lakhs.

The Interest Payment, Part Payment and top up (Online) Process Flow for customers who have availed a gold loan from us is as follows:

1. Smart Pay Option:

- a. Customers initiate interest payments through Smart Pay, accessible on our official website.
- b. Registration to be done using the mobile number provided during the loan application.
- c. Upon login, customers can view their active loans and proceed to make interest payments.
- d. Payment options include debit card, net banking, or UPI.
- e. It's important to note that Smart Pay exclusively facilitates interest payments and does not support part payments.

2. MyMuthoottu Mobile App Option:

- a. Customers have an alternative payment option through our dedicated mobile app, MyMuthoottu.
- b. The app is currently available for Android users on the Google Play store, with an iOS version under development.

- c. Registration is done using registered mobile number provided during the loan application process.
 - d. Once the registration is completed and upon logging in, customers gain access to a comprehensive view of their active loans.
 - e. This option allows customers to make both interest and part payments.
 - f. Payments can be executed seamlessly through net banking or UPI.
- This dual-channel approach offers flexibility to customers, allowing them to choose between Smart Pay and the MyMuthoottu mobile app based on their preferences and specific payment requirements.

3. Top up loans:

Top up facility is available in the My Muthoottu App for the eligible customers taking into consideration the maximum Loan to Value (LTV) permissible at the time of top-up. The customer can login to our My Muthoottu mobile app and can check whether their loan account is eligible for an enhancement in the amount or top-up.

The existing Online Gold Loan (OGL) customers can view the maximum amount eligible for Top-up in the app and can apply for any amount needed within the permissible top-up amount. During the top-up process, the customer is shown with the different schemes and their interest rates. The top-up amount is directly transferred to the customer account registered with us during the OGL registration process.

For the normal loan customers, there is an option for to add the bank details in the Mobile App. The customer has to attach any bank proof while adding the bank details. These details are verified at our end. These details are approved/rejected according to the details provided by the customer. Once the bank details are approved, the customer can make use of our My Muthoottu App for the top-up services.

ANNEXURE XIII – ALM DISCLOSURES

A. Details with regard to lending done out of the issue proceeds of earlier issuances of debt securities (whether public issue or private placement) by the Issuer

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

Please refer to the lending policy set out in **Annexure XII** of this Key Information Document.

- (b) **Classification of Loans given to associate or entities related to Board, Key Managerial Personnel and Senior Management, promoters, etc.:**

Loan Against Property

- (c) **Classification of loans according to type of loans, denomination of loan outstanding by loan to value, sectors, denomination of loans outstanding by ticket size, geographical classification of borrowers, maturity profile etc.:**

Please refer to paragraph (J) of this table below.

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

(₹ in lakh)

Particulars	Amount
Total advances to twenty largest borrowers	1,824.01
Percentage of Advances to twenty largest borrowers to Total Advances to the Company	0.44%

- (e) **Details of loans, overdue and classified as non-performing assets (NPA) in accordance with RBI stipulations:**

Please refer to paragraph (K) of this table below

B. Details of borrowings made by NBFC

- (a) **A portfolio summary with regard to industries/ sectors to which borrowings have been made:**

Please refer to paragraph (J) in this table including sub-paragraph (c) therein.

- (b) **NPA exposures of the Issuer for the last three financial years (both gross and net exposures) and provisioning made for the same as per the last audited financial statements of the Issuer:**

Please refer to paragraph (K) of this table below.

- (c) **Quantum and percentage of secured vis-à-vis unsecured borrowings made; and**

Type of Borrowings	Outstanding as at 31.03.25 (INR) (in Crore)	%
Secured Borrowings	3,345.28	84.92%
Unsecured Borrowings	594.23	15.08%

	Total	3,939.51	100.00%
C. Details of change in shareholding			
Any change in promoters' holdings during the last financial year beyond the threshold, as prescribed by RBI: Not Applicable			
D. Disclosure of Assets Under Management			
(a) Segment wise breakup: Please refer to sub-paragraph (c) of paragraph (J) in this table below.			
(b) Type of Loans Please refer to sub-paragraph (a) of paragraph (J) in this table below.			
E. Details of borrowers			
Geographical location wise Please refer to sub-paragraph (e) of paragraph (J) in this table below.			
F. Details of Gross NPA			
Segment wise: Please refer to sub-paragraph (c) of paragraph (K) in this table below.			
G. Details of Assets and Liabilities			
Residual maturity profile wise into several bucket: Please refer to paragraph (L) in this table below.			
H. Additional details of loans made by the issuer where it is a Housing Finance Company			
Given that the Issuer is not a housing finance company, this is not applicable.			
I. Disclosure of latest ALM statements to stock exchange			
Please refer to the ALM statements set out in Annexure XIII of this Key Information Document.			
J. Classification of loans according to			
(a) Type of Loans:	Details of types of loans		
	Sl. No.	Types of loans	Rs. crore
	1	Secured	3814.92
	2	Unsecured	326.68

		Total assets under management (AUM) ^{^^}	4,141.60
	<i>*Information required at borrower level (and not by loan account as customer may have multiple loan accounts); ^^Issuer is also required to disclose off balance sheet items;</i>		
(b) Denomination of loans outstanding by loan-to-value:	Details of LTV		
	Sl. No.	LTV (at the time of origination)	Percentage of AUM
	1	Upto 40%	1.01%
	2	40-50%	1.39%
	3	50-60%	3.43%
	4	60-70%	10.09%
	5	70-80%	84.08%
	6	80-90%	-
	7	>90%	-
		Total	100%
(c) Sector Exposure	Details of sectoral exposure		
	Sl. No.	Segment-wise break-up of AUM	Percentage of AUM
	1	Retail	
	A	Mortgages (home loans and loans against property)	0.06%
	B	Gold loans	92.06%
	C	Vehicle finance	NA
	D	MFI	7.89%
	E	MSME	NA
	F	Capital market funding (loans against shares, margin funding)	NA
	G	Others	NA
	2	Wholesale	
	A	Infrastructure	NA
	B	Real estate (including builder loans)	NA

	<table><tr><td>C</td><td>Promoter funding</td><td>NA</td></tr><tr><td>D</td><td>Any other sector (as applicable)</td><td>NA</td></tr><tr><td>E</td><td>Others</td><td>NA</td></tr><tr><td></td><td>Total</td><td>100%</td></tr></table>	C	Promoter funding	NA	D	Any other sector (as applicable)	NA	E	Others	NA		Total	100%																									
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D	Any other sector (as applicable)	NA																																				
E	Others	NA																																				
	Total	100%																																				
(d) Denomination of loans outstanding by ticket size*:	Details of outstanding loans category wise <table><tr><th>Sl. No.</th><th>Ticket size (at the time of origination)</th><th>Percentage of AUM</th></tr><tr><td>1</td><td>Upto Rs. 2 lakh</td><td>48.43%</td></tr><tr><td>2</td><td>Rs. 2-5 lakh</td><td>25.18%</td></tr><tr><td>3</td><td>Rs. 5 - 10 lakh</td><td>14.01%</td></tr><tr><td>4</td><td>Rs. 10 - 25 lakh</td><td>9.94%</td></tr><tr><td>5</td><td>Rs. 25 - 50 lakh</td><td>1.89%</td></tr><tr><td>6</td><td>Rs. 50 lakh - 1 crore</td><td>0.50%</td></tr><tr><td>7</td><td>Rs. 1 - 5 crore</td><td>0.02%</td></tr><tr><td>8</td><td>Rs. 5 - 25 crore</td><td>0.03%</td></tr><tr><td>9</td><td>Rs. 25 - 100 crore</td><td>0.00%</td></tr><tr><td>10</td><td>>Rs. 100 crore</td><td>0.00%</td></tr><tr><td></td><td>Total</td><td>100%</td></tr></table> * Information required at the borrower level (and not by loan account as a customer may have multiple loan accounts);		Sl. No.	Ticket size (at the time of origination)	Percentage of AUM	1	Upto Rs. 2 lakh	48.43%	2	Rs. 2-5 lakh	25.18%	3	Rs. 5 - 10 lakh	14.01%	4	Rs. 10 - 25 lakh	9.94%	5	Rs. 25 - 50 lakh	1.89%	6	Rs. 50 lakh - 1 crore	0.50%	7	Rs. 1 - 5 crore	0.02%	8	Rs. 5 - 25 crore	0.03%	9	Rs. 25 - 100 crore	0.00%	10	>Rs. 100 crore	0.00%		Total	100%
Sl. No.	Ticket size (at the time of origination)	Percentage of AUM																																				
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9	Rs. 25 - 100 crore	0.00%																																				
10	>Rs. 100 crore	0.00%																																				
	Total	100%																																				
(e) Geographical classification of borrowers:	Top 5 states borrower wise <table><tr><th>Sl. No.</th><th>Top 5 states</th><th>Percentage of AUM</th></tr><tr><td>1</td><td>Tamil Nadu</td><td>32.97%</td></tr><tr><td>2</td><td>Kerala</td><td>18.21%</td></tr><tr><td>3</td><td>Telangana</td><td>17.87%</td></tr><tr><td>4</td><td>Andhra Pradesh</td><td>14.41%</td></tr><tr><td>5</td><td>Karnataka</td><td>12.13%</td></tr><tr><td></td><td>Total</td><td>95.59%</td></tr></table>		Sl. No.	Top 5 states	Percentage of AUM	1	Tamil Nadu	32.97%	2	Kerala	18.21%	3	Telangana	17.87%	4	Andhra Pradesh	14.41%	5	Karnataka	12.13%		Total	95.59%															
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5	Karnataka	12.13%																																				
	Total	95.59%																																				

K. Details of loans, overdue and classified as non-performing assets (NPA) in accordance with RBI stipulations				
(a) Movement of Gross NPA	Rs. crore			
	Movement of gross NPA*	As on 31.03.25	As on 31.03.24	As on 31.03.23
	Opening gross NPA	31.14	13.99	15.26
	- Additions during the year	25.12	20.21	3.64
	- Reductions during the year	21.08	3.06	4.90
	Closing balance of gross NPA	35.18	31.14	13.99
*Please indicate the gross NPA recognition policy (Day's Past Due): 90 days				
(b) Movement of provisions for NPA	Rs. crore			
	Movement of provisions for NPA	As on 31.03.25	As on 31.03.24	As on 31.03.23
	Opening balance	5.82	1.85	2.27
	- Provisions made during the year	10.31	3.20	0.44
	-Write-off/ write-back of excess provisions	(1.66)	0.76	(0.86)
	Closing balance	14.46	5.82	1.85
(c) Segment wise gross NPA	Gross NPA (%)			
	Sl. No.	Segment-wise gross NPA	As on 31.03.25	As on 31.03.24
	1	Retail		
	A	Mortgages (home loans and loans against property)	39.06%	14.29%
	B	Gold loans	0.50%	0.74%
	C	Vehicle finance	NA	NA
	D	MFI	4.68%	2.22%
	E	MSME	NA	NA
	F	Capital market funding (loans against shares, margin	NA	NA

		funding)			
	G	Others	NA	NA	NA
	2	Wholesale			
	A	Infrastructure	NA	NA	NA
	B	Real estate (including builder loans)	NA	NA	NA
	C	Promoter funding	NA	NA	NA
	D	Any other sector (as applicable)	NA	NA	NA
	E	Others	NA	NA	NA
		Total	0.85%	0.88%	0.43%

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

Residual maturity profile of assets and liabilities (INR in Crores) as on 31-03-2025

Category	Up to 30/31 days	>1 month - months	>2 months - months	>3 month - 6 months	>6 months - 1 year	>1 year - 3 years	>3 years - 5 years	> 5 years	Total
Deposit	-	-	-	-	-	-	-	-	-
Advances	105.88	311.91	230.58	586.26	2592.67	251.83	0.00	27.65	4106.77
Investments (FD s)	-	-	-	-	-	-	-	25.91	25.91
Borrowings	87.17	106.11	120.49	454.35	1559.63	1478.03	296.03	17.02	4118.82
FCA*	-	-	-	-	-	-	-	-	-
FCL*	-	-	-	-	-	-	-	-	-

*FCA – Foreign Currency Assets; FCL – Foreign Currency Liabilities;

ANNEXURE XIV – CERTIFICATE OF INCORPORATION

(as attached separately)



**GOVERNMENT OF INDIA
MINISTRY OF CORPORATE AFFAIRS**

Office of the Central Processing Centre

Plot No. 6,7, 8, Sector 5, IMT Manesar, Manesar, Haryana, India, 122050

Certificate of Incorporation pursuant to change of name

[Pursuant to rule 29 of the Companies (Incorporation) Rules, 2014]

Corporate Identification Number (CIN): **U65910KL1998PLC012154**

I hereby certify that the name of the company has been changed from MUTHOOTTU MINI FINANCIERS LIMITED to MUTHOOT MCRED LIMITED with effect from the date of this certificate and that the company is Company limited by shares.

Company was originally incorporated with the name MUTHOOTTU MINI FINANCIERS LIMITED

Given under my hand at ROC, CPC this FIFTH day of FEBRUARY TWO THOUSAND TWENTY SIX

Signature Not Verified

Digitally signed by
*.mca.gov.in

Date: 2026.02.05 10:22:01 IST

Sunidhi Matroja

Assistant Registrar of Companies/ Deputy Registrar of Companies/ Registrar of Companies

Central Processing Centre

Note: The corresponding form has been approved by Sunidhi Matroja, Central Processing Centre, and this order has been digitally signed by the Registrar of Companies through a system generated digital signature under rule 9(2) of the Companies (Registration Offices and Fees) Rules, 2014.

Mailing Address as per record available in Registrar of Companies office:

MUTHOOT MCRED LIMITED

65/623K, MUTHOOTTU ROYAL TOWERS, KALOOR, NA, KOCHI, Ernakulam- 682017, Kerala, India

Note: This certificate of incorporation is in pursuance to change of name by the Company and does not affects the rights and liabilities of stakeholders pursuant to such change of name. It is obligatory on the part of the Company to display the old name for a period of two years along with its new name at all places wherever a Company is required to display its name in terms of Section 12 of the Act. All stakeholders are advised to verify the latest status of the Company and its Directors etc and view public documents of the Company on the website of the Ministry www.mca.gov.in/MCA21

