Serial No.: 1 **Date: September 09, 2026**

KEY INFORMATION DOCUMENT
(FOR PRIVATE PLACEMENT)
By

NAMDEV FINVEST
Har Pal Aap Ke Saath.. Hum Badlenge Aapki Duniya

Namdev Finvest Limited (Formerly Known as Namdev Finvest Private Limited)
A private limited company incorporated under the Companies Act, 1956, thereafter converted from a private company into a public company dated March 27, 2026.

Corporate Identification Number (CIN): U65921RJ1997PLC047090 **Permanent Account Number (PAN):** AAACN6948D **Date of Incorporation:** April 11, 1997 **Place of Incorporation:** Jalandhar, India **Registration/identification number issued by the relevant regulator:** B-10.00260 by the Reserve Bank of India	**Registered Office:** Namdev House, Plot No. 21, Neer Sagar – A, Bhankrota, Jaipur – 302026, Rajasthan, India **Corporate Office:** 479,480,481, 4th Floor, Commercial Building, Vegas Mall, Sector 14, Dwarka, Delhi - 110078, India **Telephone No.:** 0141-2250026 **Email:** cs@namfin.in | **Website:** www.namfin.in

Key information document for issue of Debentures on a private placement basis under Schedule I of Securities and Exchange Board of India (Issue and Listing of Non-Convertible Securities) Regulations, 2021 as amended from time to time in relation to the issue of up to 7,500 (seven thousand five hundred) senior, secured, rated, listed, taxable, redeemable, transferable, non-convertible debentures denominated in Indian Rupees ("INR"), having a face value of INR 1,00,000/- (Indian Rupees One Lakh Only) each and an aggregate nominal value of INR 75,00,00,000 (Indian Rupees Seventy Five Crore Crore) ("Debentures"), on a private placement basis. Certain details of the Debentures are as follows:

(a) **Rating**: The Debentures are rated as "ICRA A-/Stable" by ICRA Limited pursuant to the letter dated June 19, 2026, and the rating rationale dated June 23, 2026. Please refer to **Annexure I** below for the rating letter, press release and rating rationale. No other credit ratings have been obtained for the purposes of this Issue.
(b) **Listing**: The Debentures are proposed to be listed on the Wholesale Debt Market (WDM) of the BSE Limited within the time period prescribed under the SEBI Listing Timelines Requirements (as defined below).
(c) **Eligible Investors**: Please refer Section 8.7 *(Eligible Investors)* below.
(d) **Coupon related details**: 10.50% (ten decimal five zero percent) per annum (fixed). Please refer Section 6 (*Summary Terms*) below for details about coupon/dividend rate, coupon/dividend payment frequency, redemption date, redemption amount.
(e) **Underwriting**: Not Applicable.
(f) **Details of Electronic Book Mechanism**: Please refer Section 8 below.
(g) **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.
(h) **Re-issuance 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.

ISSUE SCHEDULE

Issue Opening Date	Issue Closing Date	Date of earliest closing of the issue, if any	Deemed Date of Allotment
September 09, 2026	September 09, 2026	N.A.	September 10, 2026

KEY OFFICERS OF THE ISSUER

Compliance Officer	Company Secretary	Chief Financial Officer	Promoter	
Ms. Sakshi Sharma **Tel**: 0141-2250026 **Email**: cs@namfin.in	**Ms. Sakshi Sharma** **Tel**: 0141-2250026 **Email**: cs@namfin.in	**Mr. Vinod Sharma** **Tel**: 0141-2250026 **Email**: vinod.sharma@namfin.in	**Mr. Jitendra Tanwar** **Tel**: 0141-2250026 **Email**: jitendra@namfin.in	**Mrs. Latika Tanwar** **Tel**: 0141-2250026 **Email**: latika@namfin.in

DETAILS OF STAKEHOLDERS			
Debenture Trustee **Vardhman Trusteeship Private Limited** Address: The Capital, A Wing 412A, Bandra Kurla Complex, Bandra (East), Mumbai-40005 Tel: +91-22-42648335 Fax no.: +91-22-42648335 Contact Person: Mr. Rushabh Desai Email: compliance@vardhmantrustee.com Website: https://vardhmantrustee.com/	**Registrar and Transfer Agent** **KFin Technologies Limited** Address: Selenium Tower B, Plot 31-32, Gachibowli, Financial District, Nanakramguda, Hyderabad - 500 032, India Tel: 9642444997 Fax no.: N.A. Contact Person: K V S Gopala Krishna Email: gopalakrishna.kvs@kfintech.com Website: www.kfintech.com	**ICRA Limited** B-710, Statesman House 148, Barakhamba Road New Delhi New Delhi DL 110001 IN Tel.: +91 44 4596 4315 Email: r.srinivasan@icraindia.com Contact person: R Srinivasan Website: www.icra.in	**Statutory Auditors** Name: M/s Toshniwal & Associates Logo: Toshniwal & Associates Chartered Accountants Address: Professional Chamber No. 10 Kamadgiri Towers, Kaushambi Delhi NCR – 201010 Telephone Number +91 1141019051 Email address: peeyush@taca1978.in Contact Person: Peeyush K Toshniwal Website: https://toshniwalassociates.wordpress.com/ Peer Review Certificate No: 019210

BACKGROUND

This Key Information Document (as defined below) is related to the Debentures to be issued by Namdev Finvest Limited (Formerly Known as Namdev Finvest Private Limited (the "**Issuer**" or "**Company**") on a private placement basis and contains information and disclosures supplemental to those set out in the General Information Document (as defined below), as are required for the purpose of issuing of the Debentures. The issue of the Debentures described under this Key Information Document has been authorised by the Issuer through resolutions passed by the shareholders of the Issuer, each dated April 29, 2026, and resolution dated August 26, 2026 of the borrowing and investment committee of the board of directors of the Issuer read with the resolution dated June 29, 2026 and March 31, 2026 of the board of directors of the Issuer, and the memorandum of association and articles of association of the Issuer.

Pursuant to the resolution passed by the Issuer's shareholders dated April 29,2026 in accordance with provisions of the Companies Act, 2013, the Issuer has been authorised to raise funds by way of issuance of non-convertible debentures upon such terms and conditions as the Board may think fit for aggregate amounts not exceeding INR 2,000,00,00,000 (Indian Rupees Two Thousand Crore). The present issue of Debentures in terms of this Key Information Document is within the overall powers of the Board as per the above shareholder resolution(s).

Issuer's Absolute Responsibility
The Issuer, having made all reasonable inquiries, accepts responsibility for and confirms that this Key Information Document contains all information with regard to the Issuer and the Issue which is material in the context of the Issue, that the information contained in this Key Information Document is true and correct in all material aspects and is not misleading, that the opinions and intentions expressed herein are honestly stated and that there are no other facts, the omission of which make this Key Information Document as a whole or any of such information or the expression of any such opinions or intentions misleading.

DISCLAIMERS

- This Key Information Document contains no unsubstantiated forward-looking statements. To the extent there are any unsubstantiated forward-looking statements under this Key Information Document, such statements shall be considered to be null and void.

- This issue document does not include any statement purporting to be made by an expert other than if the expert is a person who is not, and has not been, engaged or interested in the formation or promotion or management, of the Issuer and has given their written consent to this issue of this Key Information Document and has not withdrawn such consent before the delivery of a copy of this Key Information Document to the Registrar (as applicable) for registration.

- Various disclosures set out in this Key Information Document have been linked to the disclosures set out in the General Information Memorandum. There are no changes to the disclosures which have been linked to the disclosures set out in the General Information Document, and in the case of any conflict/difference between the provisions of the General Information Document and this Key Information Document, the provisions of this Key Information Document shall be applicable to this issuance of Debentures.

- This Issue does not form part of non-equity regulatory capital for the purposes of Chapter V of Securities and Exchange Board of India (Issue and Listing of Non-Convertible Securities) Regulations, 2021 and Chapter XIII (*Issuance, Listing and Trading Non-Equity Regulatory Capital*) of the master circular issued by SEBI bearing the reference number SEBI/HO/DDHS/DDHS-PoD/P/CIR/2025/0000000137 dated October 15, 2025, on "*Master Circular for issue and listing of Non-convertible Securities, Securitised Debt Instruments, Security Receipts, Municipal Debt Securities and Commercial Paper*". The face value of each debt security issued on private placement basis under this Issue is INR 1,00,000 (Indian Rupees One Lakh).

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SECTION 1: DEFINITIONS AND ABBREVIATIONS

Capitalised terms used herein and not otherwise defined shall have the meanings given to them in the DTD and the other Transaction Documents. 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 shall include any re-enactment, amendment or modification of the Companies Act, 2013, as in effect from time to time.
Allot/Allotment/Allotted	means the allotment of the Debentures pursuant to this Issue.
Anti-Corruption Laws	means all Applicable Laws, subordinate legislation, rules, regulations or other legally binding measures related to bribery and corruption in any jurisdiction applicable to the Company, including the (Indian) Prevention of Corruption Act, 1988, the United Kingdom Bribery Act of 2010 and the United States Foreign Corrupt Practices Act of 1977.
Applicable Accounting Standards	means the generally accepted accounting principles, standards and practices in India or any other prevailing accounting standard in India as may be applicable, and includes the Indian Accounting Standards (IND-AS).
Applicable Law/ Law	means any applicable law, code, ordinance, interpretation, guideline, directive, judgment, injunction, decree, treaty, regulation, rule or order of any court, tribunal or Governmental Authority, in force in India.
Applicants	means the persons who have submitted a completed Application Form to the Issuer and "Applicant" shall be construed accordingly.
Application Form	means 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 the subscription amounts paid by the Applicants at the time of submitting the Application Form.
Assets	means, for any date of determination, the assets of the Company on such date as the same would be determined in accordance with Applicable Accounting Standards at such date.
Authorisation	means an authorisation, consent, approval, resolution, license, exemption, filing, notarisation or registration
Board of Directors	shall mean the board of directors of the Company.
Business Day	(a) subject to (b) below, any day, other than a public holiday under Section 25 of the Negotiable Instruments Act, 1881 or a Sunday, on which banks are open for general business in the Chennai; and (b) in the context of determination of the Record Date or the first date of a Register Closure period, any day when the Depository is open for general business in the Chennai.
CDSL	means the Central Depository Services (India) Limited.
CERSAI	means the Central Registry of Securitisation Asset Reconstruction and Security Interest of India.
Company/Issuer/Namdev	means Namdev Finvest Limited (Formerly Known as Namdev Finvest Private Limited, a company incorporated under the Companies Act, 1956 with corporate identification number ("**CIN**") U65921RJ1997PLC047090 and a non-banking financial company registered with the Reserve Bank of India, and having its registered office at Namdev House, Plot No.21, Neer Sagar-A, Bhankrota, Jaipur-302026, Rajasthan and acting through its corporate office at 479,480,481, 4th Floor, Commercial Building, Vegas Mall, Sector 14, Dwarka, Delhi - 110078, India.
Conditions Precedent	means the conditions precedent set out under the heading in Section 6 (*Summary Terms*) of this Key Information Document.
Conditions Subsequent	means the conditions subsequent set out in Section 6 (*Summary Terms*) of this Key Information Document.
Constitutional Documents	means in respect of the Issuer, its memorandum of association, its articles of

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	association, its certificate of incorporation, and its certificate of registration from the RBI.
Control	shall include the right to appoint majority of the directors or to control the management or policy decisions exercisable 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 and the terms “Controlling” and “Controlled” shall be correspondingly construed.
Coupon	means the coupon payable on the Debentures on the Coupon Payment Dates, at the Coupon Rate.
Coupon Payment Date	means the payment dates as specified in Annexure IV (*Illustration of Bond Cash Flows*) of this Key Information Document.
Coupon Period	means each period between 2 (two) successive Coupon Payment Dates.
Coupon Rate	10.50% (ten decimal five zero percent) per annum
Crore	means ten million
Debenture Holders / Investors	means the persons who are, for the time being and from time to time, the holders of the Debentures and, whose names appear in the Register of Beneficial Owners
Debenture Trust Deed/DTD	means the debenture trust deed executed / to be executed by and between the Debenture Trustee and the Issuer which will set out the terms upon which the Debentures are being issued and shall include the representations and warranties and the covenants to be provided by the Issuer.
Debenture Trustee	Vardhman Trusteeship Private Limited
Debenture Trustee Agreement	means the debenture trustee agreement dated August 31, 2026, entered into by the Company and the Debenture Trustee.
Debenture Trustees Regulations or SEBI Debenture Trustees Regulations	means the Securities and Exchange Board of India (Debenture Trustees) Regulations, 1993 (as amended, modified or restated from time to time).
Debentures/NCDs	means up to 7,500 (seven thousand five hundred) senior, secured, rated, listed, taxable, redeemable, transferable, non-convertible debentures denominated in Indian Rupees ("INR"), having a face value of INR 1,00,000/- (Indian Rupees One Lakh Only) each and an aggregate nominal value of INR 75,00,00,000 (Indian Rupees Seventy Five Crore).
Disclosure Documents	means, collectively, the Offer Letter, the General Information Document, and this Key Information Document, and "Disclosure Document" means any one of them.
Debt Listing Regulations or SEBI Debt Listing Regulations or SEBI NCS Regulations or SEBI ILNCS Regulations	means the Securities and Exchange Board of India (Issue and Listing of Non-Convertible Securities) Regulations, 2021, as amended, modified, supplemented or restated from time to time.
Deemed Date of Allotment	means September 10, 2026, the date on which the Debentures are deemed to have been allotted to the Debenture Holders.
Default Interest	has the meaning given to it in Section 6 (*Summary Terms*) of this Key Information Document.
Demat	means dematerialized securities which are securities that are in electronic form, and not in physical form, with the entries noted by the Depository.
Depositories 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, being NSDL and CDSL, and "Depository" means any one of them.
Depository Participant / DP	means a depository participant as defined under the Depositories Act
Director(s)	means the director(s) of the Issuer.
Due Date(s)	means in respect of any Redemption Installment, premature redemption, interest or liquidated damages and all other monies payable under the Debenture Trust Deed, the date on which such amounts are due and payable, and includes Redemption Dates, Early Redemption Date and Interest Payment Dates

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Early Redemption Events	means the downgrading of the rating of the Debentures, the Company or any of its credit facility(ies), instruments or any security(ies) (including capital market instruments) by 2 (two) notches below the rating of such instrument on the Deemed Date of Allotment, and if rated after the Deemed Date of Allotment, on the date of such rating, by any credit rating agency.
EBP Platform	has the meaning given to it under the EBP Requirements.
Effective Date	means the date of execution of the Debenture Trust Deed.
Electronic Book Provider / EBP	has the meaning given to it under the EBP Requirements.
Eligible Investors	The following categories of investors, when specifically approached and have been identified upfront, are eligible to apply for this private placement of Debentures subject to fulfilling their respective investment norms/rules and compliance with laws applicable to them by submitting all the relevant documents along with the Application Form ("**Eligible Investors**"): (a) Individuals; (b) Hindu Undivided Family; (c) Trust; (d) Limited Liability Partnership; (e) Partnership Firm(s); (f) Portfolio Managers registered with SEBI (g) Association of Persons; (h) Companies and Body Corporates including all Public Sector Undertakings; (i) Commercial Banks; (j) Regional Rural Banks; (k) Financial Institutions; (l) Insurance Companies; (m) Mutual Funds; (n) Foreign Portfolio Investors (FPIs) / Foreign Institutional Investors (FIIs) / sub-accounts of FIIs; and (o) Any other investor eligible to invest in the Debentures. All potential investors are required to comply with the relevant regulations/guidelines applicable to them for investing in this issue of Debentures. **Note:** Participation by potential investors in the Issue may be subject to statutory and/or regulatory requirements applicable to them in connection with subscription to Indian securities by such categories of persons or entities. Applicants are advised to ensure that they comply with all regulatory requirements applicable to them, including exchange controls and other requirements. Applicants ought to seek independent legal and regulatory advice in relation to the laws applicable to them.
Equity	means the total equity of the Company, including shareholders' equity (including premium), reserves, retained earnings or losses, current year cumulated Net Income or loss adjusted against collateral provided against Off-Balance Sheet Portfolio
Event of Default	means any event or circumstance set out in (*Summary Terms*) of this Key Information Document.
Final Redemption Date	means the date occurring on the expiry of a period of 36 (Thirty-Six) months from the Deemed Date of Allotment as more particularly set out in Annexure IV (*Illustration of Bond Cash Flows*) of this Key Information Document.
Final Settlement Date	means the date on which all Secured Obligations of the Issuer under the Transaction Documents have been irrevocably and unconditionally paid and discharged in full to the satisfaction of the Debenture Holders.
Financial Indebtedness	means any indebtedness for or in respect of: (a) moneys borrowed; (b) any amount raised by acceptance under any credit facility;

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	(c) any amount raised pursuant to any note purchase facility or the issue of bonds, notes, debentures, loan stock or any similar instrument; (d) any amount payable for redemption of any redeemable preference share which: a. is redeemable at the option of the Company; or b. according to the terms of its issue, is redeemable prior to the maturity of the Debentures; (e) the amount of any liability in respect of any lease or hire purchase contract which would, in accordance with IND AS, 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; (h) the acquisition cost of any asset or service to the extent payable before or after its acquisition or possession by the party liable where the advance or deferred payment: a. is arranged primarily as a method of raising finance or of financing the acquisition of that asset or service or the construction of that asset or service; or b. involves a period of more than six months before or after the date of acquisition or supply; (i) 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); (j) any counter-indemnity obligation in respect of a guarantee, indemnity, bond, standby or documentary letter of credit or any other instrument issued by a bank or financial institution; (k) (k) any obligation under any call or put option arrangement in respect of any shares or any form of guarantee or indemnity in respect of any call or put option arrangement; and (l) without double counting, the amount of any liability in respect of any guarantee or indemnity for any of the items referred to in paragraphs (a) to (k) above.
Financial Year/ FY	means the financial year of the Issuer used for the purposes of accounting.
Final Redemption Date	September 10, 2029
Force Majeure Event	means any force majeure event in the nature of fire, flood, earthquake, strike, lock out, civil unrest, epidemic, pandemic, terror attacks etc. which (in the opinion of the Debenture Trustee) may result in failure of the Issuer to perform their obligations in connection with the Debentures.
General Information Document	means the general information document dated September 02, 2026 issued by the Issuer for subscription to non-convertible securities to be issued by the Issuer (including the Debentures) on a private placement basis in accordance with the Debt Listing Regulations.
Governmental Authority	means any government (central, state or otherwise) or any governmental agency, semi-governmental or judicial or quasi-judicial or administrative entity, department or authority, agency or authority including any stock exchange or any self-regulatory organization, established under any Law.
Gross Non Performing Assets/ GNPA	has the meaning given to the term in the NBFC Directions.
Gross Loan Portfolio	means the outstanding principal balance of all of the Company's outstanding Loans including current, delinquent and restructured Loans, and includes principal balance of all Loans securitized, assigned, originated on behalf of other institutions or otherwise sold off in respect of which the Company has provided credit enhancements in any form or manner whatsoever, but not Loans that have been

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	charged off. It does not include interest receivables and accrued interest.
Group Entity	means and refers to the subsidiaries of the Company, associate companies (as defined under the extant Companies Act, 2013) of the Company, and the entities under Control of the Company, from time to time, and "**Group Entity**" shall mean anyone of them.
Hypothecation Agreement	means the unattested hypothecation agreement, dated on or about the Deemed Date of Allotment, to be executed and delivered by the Company in a form acceptable to the Debenture Trustee securing the due repayment of the Payment Obligations.
Hypothecated Assets	has the meaning given to it in Section 6 (*Summary Terms*) of this Key Information Document.
ICCL	means the Indian Clearing Corporation Limited.
Information Utility	has the meaning given to the term in The Insolvency and Bankruptcy Code, 2016;
Interest Payment Date	means the payment dates in respect of the Debentures as specified in Annexure IV *(Illustration of Bond Cashflows)* hereto, unless such day is not a Business Day, in which case the payment date is the subsequent Business Day
Issue	means the issuance of the Debentures by way of private placement.
Issue Closing Date	September 09, 2026
Issue Opening Date	September 09, 2026
Key Information Document	means this key information document to be issued by the Company on or about the date of this DTD for subscription to the Debentures on a private placement basis in accordance with the Debt Listing Regulations.
Listed NCDs Master Circular	means the master circular issued by SEBI bearing the reference number SEBI/HO/DDHS/DDHS-PoD/P/CIR/2025/0000000137 dated October 15, 2025 on "*Master Circular for issue and listing of Non-convertible Securities, Securitised Debt Instruments, Security Receipts, Municipal Debt Securities and Commercial Paper*", as amended, modified, supplemented or restated from time to time.
Loan/ Client Loan	means an assistance by way of a rupee loan, lent and advanced by the Company to an Obligor pursuant to a Loan Agreement and "**Loans**" shall mean the aggregate of all such loans lent and advanced by the Company to the Obligors.
Loan Agreement	means an agreement entered into between the Company and an Obligor (as amended, modified and altered from time to time) setting out the terms and conditions on which the Company has agreed to lend and advance a Loan to the Obligor, and "Loan Agreements" shall mean all such agreements collectively.
Loan Loss Provisions	means the outstanding provision in the balance sheet of the Company pertaining to on book and securitised book assets to provide for potential losses.
Local Currency	means the lawful currency of India, being as at the date of the DTD, Indian Rupees.
LODR Regulations or SEBI LODR Regulations	means the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015, as amended, modified, supplemented or restated from time to time.
Majority Debenture Holders	means such number of Debenture Holders collectively holding more than 50% (fifty percent) of the value of the Outstanding Principal Amounts.
Majority Resolution	means resolution approved by Majority Debenture Holders, either in a poll or in a meeting of the Debenture Holders.
Management Control	means (i) the right to appoint or remove the majority of directors on the board of directors of the Company or such other person who may be charged with or entitled to exercise central management and control of the Company or (ii) the power directly or indirectly to otherwise direct or cause the direction of the management and policies of the Company, whether through ownership of shares or by agreement or otherwise.
Material Adverse Effect	means the effect or consequence of an event, circumstance, occurrence or condition which has caused, as of any 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, environmental, social or otherwise or prospects of the Company; (b) the ability of the Company to perform its obligations

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	under the Transaction Documents; or (c)) the financial condition, business or operation of the Issuer where net worth erodes by more than 10%; or (d) the validity or enforceability of any of the Transaction Documents (including the ability of any party to enforce any of its remedies thereunder).
N.A.	Not Applicable
NBFC Directions	means, collectively: (a) the Reserve Bank of India (Non-Banking Financial Companies – Registration, Exemptions and Framework for Scale Based Regulation) Directions, 2025 dated November 28, 2025; (b) the Reserve Bank of India (Non-Banking Financial Companies - Undertaking of Financial Services) Directions, 2025 dated November 28, 2025 as amended by the Reserve Bank of India (Non-Banking Financial Companies – Undertaking of Financial Services) (Amendment) Directions, 2025 dated December 5, 2025; (c) the Reserve Bank of India (Non-Banking Financial Companies – Governance) Directions, 2025 dated November 28, 2025; (d) the Reserve Bank of India (Non-Banking Financial Companies – Prudential Norms on Capital Adequacy) Directions, 2025 dated November 28, 2025; (e) the Reserve Bank of India (Non-Banking Financial Companies – Income Recognition, Asset Classification and Provisioning) Directions, 2025 dated November 28, 2025; (f) the Reserve Bank of India (Non-Banking Financial Companies – Know Your Customer) Directions, 2025 dated November 28, 2025; (g) the Reserve Bank of India (Non-Banking Financial Companies – Miscellaneous) Directions, 2025 dated November 28, 2025; and (h) all other directions and circulars issued by the RBI in relation to the functioning and governance of non-banking financial companies, each as amended, modified, supplemented or restated from time to time
Net Income	means, for any particular period and with respect to the Company, all revenue (including donations and grants) less all expenses (including taxes, if any for such period).
Net Worth	has the meaning given to it in Section 2(57) of the Act.
NSDL	means the National Securities Depository Limited
Obligor	means a person who has availed of a Loan from the Company under the terms and conditions set out in the respective Loan Agreement entered into between such person and the Company, and who is liable to pay the amounts due to the Company, and "**Obligors**" shall mean all such Persons collectively.
Objectionable Practice	means any acts of bribery or corruption, financing of terrorist/terrorist organisation, misrepresentation for financial benefit, money laundering activities (howsoever described under applicable Law) or any act of falsifying/alteration of evidence relating to the aforesaid activities.
Off-Balance Sheet Portfolio	means the principal balance of (i) Loans securitized by the Company, (ii) Loans assigned by the Company and (iii) Loans originated on behalf of other persons.
Outstanding Amounts	means the Outstanding Principal Amounts, together with all interest, fees, costs, commissions, charges, Debenture Trustee fees and other amounts due and payable by the Company under or in respect of this Key Information Document or any Transaction Document
Outstanding Principal Amount	means, at any date, the Local Currency principal amounts outstanding under the Debentures.
PAN	Permanent Account Number
PAR / Portfolio at Risk	means the aggregate of (a) all Loans including owned and managed portfolio and other credit facilities provided by the Company where one or more repayment installments are overdue by the PAR Days or more; and (b) all Loans and other credit facilities in respect of which the payment schedule have deferred, rescheduled, restructured, and/or refinanced.

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Payment Obligations	means all present and future obligations (whether actual or contingent and whether owed jointly or severally or in any capacity whatsoever) of the Company to the Debenture Holders or the Debenture Trustee under this Key Information Document/ Debenture Trust Deed and shall include the obligation to redeem the Debentures in terms thereof, any outstanding remuneration of the Debenture Trustee, default interest payable, if any, and all fees, costs, charges and expenses and other monies payable by the Company under the Transaction Documents.
Payment Default	means any event, act or condition which with notice or lapse of time, or both, would constitute an Event of Default under Section 6 (*Summary Terms*) of this Key Information Document.
Previous Year	means the Financial Year immediately preceding the current Financial Year.
Portfolio at Risk over 90 Days	means in a district or a branch or on the Company's Gross Loan Portfolio at any point of time, as the case may be, the outstanding principal value of the Company's portfolio that has one or more instalments of principal, interest, penalty interest, fee or any other expected payments overdue for 90 (ninety) days or more and includes restructured loans.
Private Placement Offer cum Application Letter/ PPOA/ Offer Letter	The private placement offer letter in the format prescribed under PAS 4 of the Companies (Prospectus and Allotment of Securities) Rules, 2014 issued by the Company for the issue of the Debentures on a private placement basis.
Purpose	has the meaning given to it in "*Objects of the Issue / Purpose for which there is requirement of funds*" in Section 6 (*Summary Terms*) 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	means a credit rating for the Debentures from the Rating Agency, which has affirmed/re-affirmed a rating of " ICRA A-/Stable" (pronounced as "ICRA A with "negative" outlook") through its letter dated June 19, 2026
Rating Agency	means ICRA Limited ahving its registered address at B-710, Statesman House 148, Barakhamba Road New Delhi New Delhi DL 110001 IN.
Rating Letter	The rating letter issued by the Rating Agency dated June 19, 2026.
RBI	Reserve Bank of India.
Record Date	means in relation to any Due Date on which any Payments are to be made by the Issuer to the Debenture Holders, the day falling 15 (fifteen) calendar days prior to such Due Date.
Receivables	means the aggregate of all the amounts due together with all other monies whatsoever stipulated in or payable by the Obligors to the Company under the Loan Documents and other related deeds and documents, including without limitation: a) repayment of principal; b) overdue interest; c) interest and additional interest; d) carry forward charges; e) prepayment amounts and amounts received on account of termination and/or prepayment including liquidated damages and break costs, if any; f) stamp duty costs, charges, expenses, taxes, duties, levies and imposts and overdue charges; g) indemnity payments; and h) insurance proceeds.
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 (*Recovery Expenses Fund*) of the SEBI Debenture Trustees Master Circular read with the Recovery Expense Fund Circular.
Recovery Expense Fund Circular	means the circular issued by SEBI bearing reference number HO/17/11/12(3)2025-DDHS-POD1/I/145/2025 titled "*Modifications to Chapter IV of the Master Circular for Debenture Trustee dated August 13, 2025*" dated November 25, 2025.
Redemption Amount	with reference to each Debenture means the Outstanding Principal Amounts (plus

TERM	DEFINITION/PARTICULARS
	the accrued Coupon (if any)) payable on the Final Redemption Date in the manner specified in Annexure IV (*Illustration of Bond Cash Flows*) of this Key Information Document.
Redemption Dates	means the dates on which Redemption Installments will be due and payable and more particularly prescribed in Annexure II *(Illustration of Bond Cashflows)* and "**Redemption Date**" shall mean any one of them, as the context may require;
Registrar / Registrar and Transfer Agent	means KFin Technologies Limited.
Register of Debenture Holders / Register of Beneficial Owners	means the register of beneficial owners of the Debentures maintained in the records of the Depository, as the case may be
Related Party	has the meaning given to it in Section 2(76) of the Act.
ROC	means the jurisdictional Registrar of Companies for the Company.
Rs. / INR	means Indian rupees, the lawful currency of India.
RTGS	Real Time Gross Settlement.
SEBI	Securities and Exchange Board of India constituted under the Securities and Exchange Board of India Act, 1992 (as amended from time to time).
SEBI Centralized Database Requirements	means the requirements prescribed in Chapter XIV (*Centralized Database for corporate bonds/ debentures*) of the Listed NCDs Master Circular read together with Chapter XII (*Centralised Database - Responsibilities of Debenture Trustee*) of the SEBI Debenture Trustees Master Circular.
SEBI Debenture Trustees Master Circular/ Master Circular for Debenture Trustees	means Master Circular for debenture trustees dated August 13, 2025, bearing reference number SEBI/HO/DDHS-PoD-1/P/CIR/2025/117 issued by SEBI, as amended and updated from time to time, as amended, modified, supplemented or restated from time to time.
SEBI EBP Requirements/ EBP Requirements	means the requirements with respect to electronic book mechanism prescribed in Chapter VI (*Electronic Book Provider platform*) of the Listed NCDs Master Circular, and the operational guidelines issued by the relevant electronic book provider, each as amended, modified, supplemented, or restated from time to time.
SEBI Listed Debentures Circulars	means, collectively, the Listed NCDs Master Circular, the SEBI Debenture Trustees Master Circular, the SEBI Debt Listing Regulations, (to the extent applicable) the SEBI LODR Master Circular, and (to the extent applicable) the 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 (*Standardization of timelines for listing of securities issued on a private placement basis*) of the Listed NCDs Master Circular, read with, to the extent applicable, the SEBI EBP Requirements.
SEBI LODR Master Circular	master circular issued by SEBI bearing reference number SEBI/HO/49/14/14(7)2025-CFD-POD2/I/3762/2026 dated January 30, 2026 on "*Master circular for compliance with the provisions of the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015 by listed entities*", as amended, modifies, supplemented, and/or restated from time to time) with a recognised stock exchange for listing of the PTCs on a recognised stock exchange.
SEBI NCS Master Circular	means the circular issued by SEBI bearing the reference number SEBI/HO/DDHS/DDHS-PoD/P/CIR/2025/0000000137 dated October 15, 2025, on "Master Circular for issue and listing of Non-convertible Securities, Securitised Debt Instruments, Security Receipts, Municipal Debt Securities and Commercial Paper", as amended, modified, or restated from time to time.
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 coupon, redemption of principal amounts, additional/default interest, liquidated damages and all costs, charges, expenses and other amounts payable by the Issuer in respect of the

TERM	DEFINITION/PARTICULARS
	Debentures.
Security Interest	means any hypothecation, charge, assignment, lien of any kind, and any interest in the nature of security or undertaking including any preferential arrangement, including without limitation, any agreement to give the same effect as any of the foregoing, any conditional sale or other title retention agreement in relation to any asset or any lease in the nature thereof and any designation of loss payees or beneficiaries or any similar arrangement under any insurance policies.
Security Cover	has the meaning given to it in Section 6 (*Summary Terms*) of this Key Information Document.
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.
Special Resolution	means a 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.
Subordinated Debt	means any financial obligation of the Company, which is unsecured and subordinated to the claims of other creditors and is free from restrictive clauses and is not redeemable at the instance of the holder/provider of the subordinated debt, or without the consent of the supervisory authority of the non-banking financial company
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.
Taxes	means any present or future tax, levy, duty, charge, fees, deductions, withholdings, turnover tax, transaction tax, stamp tax or other charge of a similar nature (including any penalty or interest payable on account of any failure to pay or delay in paying the same), now or hereafter imposed by Law by any Governmental Authority and as maybe applicable in relation to the payment obligations of the company under the Tranasction Documents .
TDS	Tax Deducted at Source.
Terms & Conditions	The terms and conditions pertaining to the Issue as outlined in the Transaction Documents.
Tier I Capital	has the meaning ascribed to it in the NBFC Directions.
Tier II Capital	has the meaning ascribed to it in the NBFC Directions.
Top-Up	shall mean the creation of a Security Interest by way of hypothecation over such additional Receivables as are required to ensure and maintain the Security Cover and "**Topped Up**" can be construed accordingly.
WDM	shall mean the Wholesale Debt Market.

SECTION 2: NOTICE TO INVESTORS AND DISCLAIMERS

2.1 ISSUER'S DISCLAIMER

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

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

2.2 DISCLAIMER CLAUSE OF Stock Exchanges

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

2.3 DISCLAIMER CLAUSE OF RBI

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

2.4 DISCLAIMER CLAUSE OF SEBI

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

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

2.5 DISCLAIMER IN RESPECT OF JURISDICTION

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

2.6 DISCLAIMER IN RESPECT OF RATING AGENCY

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

2.7 ISSUE OF DEBENTURES IN DEMATERIALISED FORM

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

2.8 DISCLAIMER CLAUSE OF THE ARRANGER (IF APPLICABLE)

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

SECTION 3: RISK FACTORS

Please refer to Section 3 of the General Information Document for the risk factors in respect of the issuance of Debentures.

SECTION 4: FINANCIAL STATEMENTS

The audited financial statements of the Issuer for the Financial Years ended March 31, 2026, March 31, 2025, and March 31, 2024 and unaudited for quarter ended June 30, 2026, are set out in Annexure I of the General Information Document.

SECTION 5: REGULATORY DISCLOSURES

This Key Information Document is prepared in accordance with the provisions of SEBI Debt Listing Regulations and in this Section 5, the Issuer has set out the details required as per the SEBI Debt Listing Regulations (including Schedule I thereof).

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

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

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

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

5.3 **Details of Promoters of the Issuer**:

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

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

ICRA Limited has affirmed/assigned a rating of "ICRA A-/Stable" through its letter dated June 19, 2026 for the Debentures to be issued in the proposed Issue. The rating letter from the Rating Agency, the rating rationale from the Rating Agency and the detailed press release are provided in Annexure I of this Key Information Document.

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

5.5 **Name(s) of the stock exchange(s) where the non-convertible securities are proposed to be listed and the details of their in-principle approval for listing obtained from these stock exchange(s). If non-convertible securities are proposed to be listed on more than one stock exchange(s) then the issuer shall specify the designated stock exchange for the issue. The issuer shall specify the stock exchange where the recovery expense fund is being or has been created, as specified by the Board:**

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

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

The Issuer shall comply with the requirements of the listing agreement for debt securities to the extent applicable to it on a continuous basis. The Recovery Expense Fund shall be created by the Issuer with BSE in accordance with Chapter IV of the SEBI Debenture Trustees Master Circular.

5.6 **Issue Schedule:**

PARTICULARS	DATE
Issue Opening Date	September 09, 2026
Issue Closing Date	September 09, 2026
Pay In Date	September 10, 2026
Deemed Date of Allotment	September 10, 2026

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

(a) **Legal Counsel**

Name	Verist Law
Logo	VERIST LAW
Address	Empire Business Centre, 414 Senapati Bapat Marg, Lower Parel, Mumbai- 400013
Website	www.veristlaw.in
E-mail address	Srishti.ojha@veristlaw.com
Telephone Number	022-66907368
Contact Person Details	Srishti Ojha

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

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

(c) **Guarantor**

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

(d) **Arrangers**

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

(e) **Debenture Trustee to the Issue**

Name	Vardhman Trusteeship Private Limited

Logo	VARDHMAN TRUSTEESHIP PVT LTD Nurturing & Protecting your Trust
Address	The Capital, A Wing 412A, Bandra Kurla Complex, Bandra (East), Mumbai-40005
Website	https://vardhmantrustee.com/
E-mail address	compliance@vardhmantrustee.com
Telephone Number	022-42648335
Contact Person Details	Mr. Rushabh Desai

(f) **Credit Rating Agency for the Issue**

Name	ICRA Limited
Logo	ICRA
Address	B-710, Statesman House 148, Barakhamba Road New Delhi New Delhi DL 110001 IN.
Website	www.icra.in
E-mail address	r.srinivasan@icraindia.com
Telephone Number	+91 44 4596 4315
Contact Person Details	R Srinivasan

(g) **Registrar the Issue**

Name	KFin Technologies Limited
Logo	KFINTECH EXPERIENCE TRANSFORMATION
Address	Selenium Tower B, Plot 31-32, Gachibowli, Financial District, Nanakramguda, Hyderabad - 500 032, India
Website	www.kfintech.com
E-mail address	gopalakrishna.kvs@kfintech.com
Telephone Number	+91 40 67161659
Contact Person Details	K V S Gopala Krishna

(h) **Statutory Auditors**

Name	M/s Toshniwal & Associates
Logo	Toshniwal & Associates Chartered Accountants
Peer review certificate no.	019210
Address	Professional Chamber No. 10, Kamadgiri Towers, Kaushambi Delhi NCR – 201010
Website	https://toshniwalassociates.wordpress.com/
E-mail address	peeyush@taca1978.in
Telephone Number	+91 1141019051
Contact Person Details	Peeyush K Toshniwal

5.8 **About the Issuer**

The following details pertaining to the issuer:

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

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

Branch details:

As on the date of the issuance of this Key Information Documents, the Issuer has 137branches as on June 30, 2026

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

Please refer to Section 5.8(b) of the General Information Document for structure of the group of the Issuer.

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

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

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

If the issuer provides the details of branches or units in the form of a static QR code and web link, the details of the said branches or units shall be provided to the debenture trustee as well and kept available for inspection as specified in Section 5.35(g) below. A checklist item in the 'Security and Covenant Monitoring System' shall also be included for providing information about branches or units of the issuer to the debenture trustee and confirmation of the same by the debenture trustee:

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

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

Not Applicable. Please refer Section 6 (*Summary Terms*) below for the Purpose.

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

S.NO	PARTICULARS	FEE/EXPENSE AMOUNT	% OF TOTAL ISSUE EXPENSES	% OF TOTAL ISSUE SIZE
1.	Lead Manager(s) fees	NA	NA	NA
2.	Underwriting commission	NA	NA	NA
3.	Brokerage, selling commission and upload fees	NA	NA	NA
4.	Fees payable to the registrars to the issue	NA	NA	NA
5.	Fees payable to the legal advisors	NA	NA	NA
6.	Advertising and marketing expenses	NA	NA	NA

7.	Fees payable to the regulators including stock exchanges	174, 500	32.96	0.23
8.	Expenses incurred on printing and distribution of issue stationary	NA	NA	NA
9.	Any other fees, commission and payments under whatever nomenclature	3, 55,000	67.04	0.47

* 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.

5.10 **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").**

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

Provided that, issuers whose non-convertible securities are listed as on the date of filing of the offer document or placement memorandum, may provide only a web-link and a static quick response code of the audited financial statements in the offer document or placement memorandum subject to the following conditions: (i) Such listed issuers shall disclose a comparative key operational and financial parameter on a standalone and consolidated basis, certified by the statutory auditor(s) who holds a valid certificate issued by the Peer Review Board of the Institute of Chartered Accountants of India, for the last three completed years in the offer document. (ii) The scanning of such static quick response code or clicking on the web-link, shall display the audited financial statements for last three financial years of such issuer on the website of the stock exchange where such data is hosted.

The audited financial statements of the Issuer for the Financial Years ended March 31, 2026, March 31, 2025, and March 31, 2024 and unaudited for quarter ended June 30, 2026, are set out in Annexure I of the General Information Document.

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

The unaudited financial statements of the Issuer for quarter ended June 30, 2026 and audited for the the Financial Years ended March 31, 2026, March 31, 2025, and March 31, 2024 are set out in

Annexure I of the General Information Document.

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

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

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

Not applicable as the Issuer has been in existence for more than 3 (three) years.

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

The unaudited financial statements of the Issuer for quarter ended June 30, 2026 and audited for the the Financial Years ended March 31, 2026, March 31, 2025, and March 31, 2024 are set out in Annexure I of the General Information Document.

(e) **Key Operational and Financial Parameters on a consolidated basis and on a standalone basis:**

Standalone Basis**:** Please refer Section 5.10(e) of the General Information Document for disclosures for the quarter ended June 30, 2026, and the Financial Years ended March 31, 2026**, March 31, 2025, and March 31, 2024.

** The above disclosure has been made in the General Information Document as per the audited financial results of the Issuer for the Financial Year ended March 31, 2026.

Consolidated Basis**:** The requirement of audited financial statements on a consolidated basis is not applicable to the Issuer.

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

Please refer Section 5.10(f) of the General Information Document for the details of the contingent liability of the Issuer as of March 31, 2026**.

** The above disclosure has been made in the General Information Document as per the audited financial results of the Issuer for the Financial Year ended March 31, 2026.

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

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

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

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

Please refer Section 5.11(a) of the General Information Document for the capital structure for the Financial Years ended March 31, 2024, March 31, 2025 and March 31, 2026 and as on quarter ended June 30, 2026.

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

Please refer Section 5.11(b) of the General Information Document for the capital structure for the Financial Years ended March 31, 2024, March 31, 2025 and March 31, 2026 and as on quarter ended June 30, 2026.

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

Please refer Section 5.11(c) of the General Information Document for the capital structure for the Financial Years ended March 31, 2024, March 31, 2025 and March 31, 2026 and as on quarter ended June 30, 2026.

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

Please refer Section 5.11(d) of the General Information Document for the capital structure for the Financial Years ended March 31, 2024, March 31, 2025 and March 31, 2026 and as on quarter ended June 30, 2026.

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

Please refer Section 5.11(e) of the General Information Document for the capital structure for the Financial Years ended March 31, 2024, March 31, 2025 and March 31, 2026 and as on quarter ended June 30, 2026.

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

Please refer Section 5.11(f) of the General Information Document for the capital structure for the Financial Years ended March 31, 2024, March 31, 2025 and March 31, 2026 and as on quarter ended June 30, 2026.

(g) **The list of top 10 holders of equity shares of the Company as on the latest quarter ended June 30, 2026:**

Please refer Section 5.11(g) of the General Information Document for the capital structure for the Financial Years ended March 31, 2024, March 31, 2025 and March 31, 2026 and as on quarter ended June 30, 2026.

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

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

Please refer Section 5.12(a) of the General Information Document. There are no changes to the information set out in Section 5.12(a) of the General Information Document.

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

Please refer Section 5.12(b) of the General Information Document for the details of change in directors for the Financial Years ended March 31, 2024, March 31, 2025 and March 31, 2026 and as on quarter ended June 30, 2026.

There are no changes to the information set out in Section 5.12(b) of the General Information Document.

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

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

Please refer Section 5.12(c)(i) of the General Information Document for the relevant details for the Financial Years ended March 31, 2024, March 31, 2025 and March 31, 2026 and as on quarter ended June 30, 2026.

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

Please refer Section 5.12(c)(i) of the General Information Document for the relevant details for the Financial Years ended March 31, 2024, March 31, 2025 and March 31, 2026 and as on quarter ended June 30, 2026.

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

A. in the promotion of the issuer company; or

Please refer Section 5.12(c) of the General Information Document.

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

Please refer Section 5.12(c) of the General Information Document.

C. where the interest of such a director consists in being a member of a firm or company, the nature and extent of his interest in the firm or company, with a statement of all sums paid or agreed to be paid to him or to the firm or company in cash or shares or otherwise by any person either to induce him to become, or to help him qualify as a director, or otherwise for services rendered by him or by the firm or company, in connection with the promotion or formation of the issuer company shall be disclosed.

Please refer Section 5.12(c) of the General Information Document.

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

NIL

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

Please refer Section 5.13 of the General Information Document for the details of any financial or other material interest of the directors, promoters, key managerial personnel or senior management in the offer and the effect of such interest in so far as it is different from the interests of other persons. There are no changes to the information set out in Section 5.13 of the General Information Document.

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

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

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

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

Please refer Section 5.14(b) of the General Information Document. There are no changes to the information set out in Section 5.14(b) of the General Information Document.

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

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

Please refer Section 5.15(a) of the General Information Document for the capital structure for the Financial Years ended March 31, 2024, March 31, 2025 and March 31, 2026 and as on quarter ended June 30, 2026.

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

Please refer Section 5.15(b) of the General Information Document for the capital structure for the Financial Years ended March 31, 2024, March 31, 2025 and March 31, 2026 and as on quarter ended June 30, 2026.

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

Please refer Section 5.15(c) of the General Information Document for the capital structure for the Financial Years ended March 31, 2024, March 31, 2025 and March 31, 2026 and as on quarter ended June 30, 2026.

(d) **Details of commercial paper issuances as at the end of the last quarter as at the end of the last quarter, i.e., June 30, 2026:**

Please refer Section 5.15(d) of the General Information Document for the capital structure for the Financial Years ended March 31, 2024, March 31, 2025 and March 31, 2026 and as on quarter ended June 30, 2026.

(e) **List of top ten holders of non-convertible securities in terms of value (in cumulative basis) as at the end of the last quarter, i.e., June 30, 2026**:

Please refer Section 5.15(e) of the General Information Document for the capital structure for the Financial Years ended March 31, 2024, March 31, 2025 and March 31, 2026 and as on quarter ended June 30, 2026.

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

Please refer Section 5.15(f) of the General Information Document for the capital structure for the Financial Years ended March 31, 2024, March 31, 2025 and March 31, 2026 and as on quarter ended June 30, 2026.

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

Please refer Section 5.15(a) of the General Information Document for the capital structure for the Financial Years ended March 31, 2024, March 31, 2025 and March 31, 2026 and as on quarter ended June 30, 2026.

5.16 **The amount of corporate guarantee or letter of comfort issued by the issuer along with name of the counterparty (like name of the subsidiary, joint venture entity, group company, etc.) on behalf of whom it has been issued, contingent liability including debt service reserve account guarantees/ any put option etc.**

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

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

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

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

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

Please refer Section 5.18 and Annexure III of the General Information Document for the disclosures required in respect of Asset Liability Management (ALM) as per the audited financial results for the Financial Year ended March 31, 2026**.

** The above disclosure has been made in the General Information Document as per the audited financial results of the Issuer for the Financial Year ended March 31, 2026.

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

Please refer Section 5.19 of the General Information Document. There are no changes to the information set out in Section 5.19 of the General Information Document.

5.20 **Any material event/ development or change having implications on the financials/credit quality (e.g. any material regulatory proceedings against the issuer/promoters, litigations resulting in material liabilities, corporate restructuring event etc.) at the time of issue which may affect the issue or the investor's decision to invest / continue to invest in the non-convertible securities/ commercial paper.**

Please refer Section 5.20 of the General Information Document. There are no changes to the information set out in Section 5.20 of the General Information Document.

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

Please refer Section 5.21 of the General Information Document. There are no changes to the information set out in Section 5.21 of the General Information Document.

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

Please refer Section 5.22 of the General Information Document. There are no changes to the information set out in Section 5.22 of the General Information Document.

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

Please refer Section 5.23 of the General Information Document. There are no changes to the information set out in Section 5.23 of the General Information Document.

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

Please refer Section 5.24 of the General Information Document. There are no changes to the information set out in Section 5.24 of the General Information Document.

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

Please refer Section 5.25 of the General Information Document. There are no changes to the information set out in Section 5.25 of the General Information Document.

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

Please refer Section 5.26 of the General Information Document for the details of related party transactions for the Financial Years ended March 31, 2024, March 31, 2025, and March 31, 2026.

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

S. NO.	NAME OF THE BORROWER (A)	AMOUNT OF ADVANCES /EXPOSURES TO SUCH BORROWER (GROUP) (RS. CRORE) (B)	PERCENTAGE OF EXPOSURE (C)= B/TOTAL ASSETS UNDER MANAGEMENT
Not Applicable.			

5.28 **In order to allow investors to better assess the issue, the following additional disclosures shall be made by the issuer in the issue documents: (i) A portfolio summary with regards to industries/ sectors to which borrowings have been granted by NBFCs. (ii) Quantum and percentage of secured vis-à-vis unsecured borrowings granted by NBFCs. (iii) Any change in promoters' holdings in NBFCs during the preceding financial year beyond the threshold specified by the Reserve Bank of India from time to time.**

Please refer Section 5.28 read with Annexure III of the General Information Document.

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

PARTICULARS	REFERENCING
Directors	Please refer Annexure VII in respect of the resolutions passed at the meeting of the board of directors of the Issuer and at the meeting of borrowing and investment committee of the board of directors of the Issuer.
Auditors	As the Debentures will be issued by way of private placement to identified investors in accordance with the process prescribed by SEBI, and as no auditor's report is being obtained in respect of this issue of Debentures, the Issuer believes that no specific consent from the auditor is required.
Bankers to issue	As the Debentures will be issued by way of private placement to identified investors in accordance with the process prescribed by SEBI, no bankers have been appointed in respect of such issue of Debentures.
Trustees	The consent letter from Debenture Trustee is provided in Annexure II of this Key Information Document.
Solicitors /Advocates	Not applicable.
Legal Advisors	The consent from legal advisors has been obtained.
Lead Manager	Not applicable.
Registrar	The consent letter from the Registrar is provided in Annexure II of this Key Information Document.
Lenders of the Issuer	As the Debentures will be issued by way of private placement to identified investors in accordance with the process prescribed by SEBI, and as no statements or confirmations from any lenders are being obtained in respect of this issue of Debentures, the Issuer believes that no specific consent from the lenders of the Issuer is required.
Experts	As the Debentures will be issued by way of private placement to identified investors in accordance with the process prescribed by SEBI, and as no statements or confirmations from any experts are being obtained in respect of this issue of Debentures, the Issuer believes that no specific consent from the lenders of the Issuer is required.

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

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

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

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

Not Applicable.

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

(a) ***The day count convention for dates on which the payments in relation to the non-convertible securities which need to be made***: Please refer to the sub-sections named "*Day Count Basis (Actual/Actual)*" and "*Business Day Convention*" under Section 6 of this Key Information Document.

(b) ***Procedure and time schedule for allotment and issue of securities***: Please refer to the sub-section named "*Issue Timing*" under Section 6 of this Key Information Document.

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

5.33 **Disclosures pertaining to wilful defaulter:**

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

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

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

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

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

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

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

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

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

5.34 **Undertaking by the Issuer**: Please refer Section 8 below.

5.35 **Risk Factors**: Please refer Section 3.

5.36 **Attestation by Directors**: Please refer Section 8 below.

5.37 **Other details:**

(a) ***Creation of Debenture Redemption Reserve (DRR) / Capital Redemption Reserve (CRR) - relevant legislations and applicability***: Please refer Section 5.34(a) of the General Information Document for the details in respect of the creation of DRR.

(b) ***Issue / instrument specific regulations - relevant details (Companies Act, Reserve Bank of India guidelines etc.)***: The Issue of Debentures shall be in conformity with the applicable provisions of the Companies Act including the relevant notified rules thereunder, the SEBI Debt Listing Regulations, the LODR Regulations, the SEBI Listed Debentures Circulars, the Debenture Trustees Regulations, and the guidelines and directions issued by the RBI and SEBI, applicable to issuance of non-convertible debentures on a private placement basis.

(c) ***Default in payment*****:** Please refer to the sub-section named "*Default Interest Rate*", and "*Additional Disclosures (Default in Payment)*" of Section 6 (*Summary Terms*) in respect of the additional interest in the event of a default in payment, and Section 7.6.2(a) in respect of the event of default in the event of a default in payment.

(d) ***Delay in listing*****:** Please refer the sub-section named "*Listing (name of stock Exchange(s) where it will be listed and timeline for listing)*" of Section 6 (*Summary Terms*) in relation to the listing requirements in respect of the Debentures and sub-section named "*Additional Disclosures (Delay in Listing)*" of Section 6 (*Summary Terms*) in respect of the default interest in the event of delay in listing.

(e) ***Delay in allotment of securities***:

(i) The Debentures shall be deemed to be allotted to the Debenture Holders on the Deemed Date of Allotment.

(ii) All benefits relating to the Debentures will be available to the Debenture Holders from the Deemed Date of Allotment. The Issuer undertakes to allot the Debentures on the Deemed Date of Allotment and credit the demat accounts of the Debenture Holders within the SEBI Listing Timelines Requirements.

(iii) If the Issuer fails to allot the Debentures to the Applicants within 60 (sixty) calendar days from the date of receipt of the Application Money ("**Allotment Period**"), it shall repay the Application Money to the Applicants within 15 (fifteen) calendar days from the expiry of the Allotment Period ("**Repayment Period**"). If the Issuer fails to repay the Application Money within the Repayment Period, then the Issuer shall be liable to repay the Application Money along with interest at the Interest Rate or 12% (twelve percent) per annum, whichever is higher, from the expiry of the Allotment Period. PROVIDED THAT no interest shall be payable if the Issuer is paying interest under the provisions of the sub-section named "*Coupon/Dividend Rate*" Section 6 (*Summary Terms*) of this Key Information Document.

(f) ***Issue details***: Please refer to Section 6 (*Summary Terms*) of this Key Information Document.

(g) ***Application process***: The application process for the Issue is as provided in Section 8 of this Key Information Document.

(h) ***Disclosure prescribed under PAS-4 of Companies (Prospectus and Allotment of Securities), Rules, 2014 but not contained in this schedule, if any*****:** The finalised form of the PPOA prepared in accordance with the Form PAS 4 prescribed under the Companies (Prospectus and Allotment of Securities) Rules, 2014 is provided in Annexure IX. Please refer Annexure IX for all disclosures required under the Companies (Prospectus and Allotment of Securities) Rules, 2014.

(i) ***Project details: gestation period of the project; extent of progress made in the project; deadlines for completion of the project; the summary of the project appraisal report (if any), schedule of implementation of the project***: Not applicable.

5.38 **Other matters and reports**:

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

(i) in the purchase of any business; or

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

the company shall become entitled to an interest in either the capital or profits and losses or both, in such business exceeding fifty per cent. thereof, a report made by a chartered accountant (who shall be named in the issue document) upon -

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

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

Not applicable.

(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; NA

(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; NA

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

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

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

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

Name of Promoter : Mr. Jitendra Tanwar
Name of Promoter/Vendor: Mr. Jitendra Tanwar
Relationship with the Company: Promoter of the Company

Nature of Transaction: Purchase of immoveable property by the Company from the Promoter
Date of Transaction: 29 December 2025
Amount paid as advance: ₹4.70 Crore
Nature of payment: Advance paid towards the proposed Purchase of the property
Status of Registration/Transfer: The property has not yet been registered/transferred in the name of the Company as on the date of the Offer Document. The amount of ₹4.70 Crore represents advance consideration paid to the Promoter towards the proposed purchase of the property.
Basis of Transaction: The transaction has been undertaken on an arm's-length basis.

(c) **If:**

(i) **the proceeds, or any part of the proceeds, of the issue of the debt securities are or are to be applied directly or indirectly and in any manner resulting in the acquisition by the company of shares in any other body corporate; and -**

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

A. **the profits or losses of the other body corporate for each of the three financial years immediately preceding the issue of the issue document; and**

B. **the assets and liabilities of the other body corporate as on the latest date to which its accounts were made up.**

Not applicable.

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

(i) **indicate how the profits or losses of the other body corporate dealt with by the report would, in respect of the shares to be acquired, have concerned members of the issuer company and what allowance would have been required to be made, in relation to assets and liabilities so dealt with for the holders of the balance shares, if the issuer company had at all material times held the shares proposed to be acquired; and**

(ii) **where the other body corporate has subsidiaries, deal with the profits or losses and the assets and liabilities of the body corporate and its subsidiaries in the manner as provided in Section 5.38(c)(ii) above.**

Not applicable.

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

Please refer Section 5.35(e) and Annexure VII of the General Information Document for the broad lending and borrowing policy of the Issuer.

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

Please refer Section 5.35(f) of the General Information Document. There are no changes to the information set out in Section 5.35(f) of the General Information Document.

(g) **The matters relating to: (i) Material contracts; (ii) Time and place at which the contracts together with documents will be available for inspection from the date of issue document until the date of closing of subscription list**

The following contracts, not being contracts entered into in the ordinary course of business carried on by the Issuer or entered into more than 2 (two) years before the date of this Key Information Document which are or may be deemed material have been entered into by the Issuer.

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

S. No.	Nature of Contract
1.	Certified true copy of the memorandum of association, the articles of association, and the certificate of incorporation of the Issuer.
2.	Resolution dated 26 August, 2026 of the borrowing and investment committee of the board of directors of the Issuer.
3.	Resolution dated March 31, 2026 of the board of directors of the Issuer.
4.	Resolution dated April 29, 2026 of the shareholders of the Issuer under Section 42 of the Companies Act.
5.	Resolution dated September 05, 2026 of the shareholders of the Issuer under Section 180(1)(a) of the Companies Act.
6.	Resolution dated September 05, 2026 of the shareholders of the Issuer under Section 180(1)(c) of the Companies Act.
7.	Annual reports of the Issuer for the last 3 (three) Financial Years.
8.	Credit rating letter, the rating rationale and the press release from the Rating Agency.
9.	Letter from Vardhman Trusteeship Private Limited dated August 31, 2026 giving its consent to act as Debenture Trustee.
10.	Letter from KFin Technologies Limited dated August 26, 2026giving its consent to act as Register and Transfer Agent.
11.	The tripartite agreement(s) executed between the Issuer, the Registrar and the relevant Depositories.
12.	The application made to BSE for grant of in-principle approval, and the in-principle approval provided by the BSE, each in respect of the General Information Document.
13.	The due diligence certificate(s) issued by the Debenture Trustee pursuant to the SEBI Debenture Trustees Master Circular and the other SEBI Listed Debentures Circulars.
14.	The Transaction Documents (including the Debt Disclosure Documents).

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

Please refer Section 5.35(h) of the General Information Document.

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

Please refer Section 5.35(i) of the General Information Document.

(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.

Please refer Section 5.35(j) of the General Information Document. There are no changes to the information set out in Section 5.35(j) of the General Information Document.

5.39 **Summary Terms**: Please refer Section 6 (*Summary Terms*) below.

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

S. NO.	ISIN	DATE OF ALLOTMENT	TOTAL ISSUE SIZE (IN INR, IN CRORE)	BASE ISSUE SIZE (IN INR, IN CRORE)	GREEN SHOE OPTION (IN INR, IN CRORE)	TOTAL ALLOTMENT (IN INR, IN CRORE)	GREEN SHOE OPTION EXERCISED (IN INR, IN CRORE)
1.	N.A.	N.A.	N.A.	N.A.	N.A.	N.A.	N.A.
2.	N.A.	N.A.	N.A.	N.A.	N.A.	N.A.	N.A.

SECTION 6: SUMMARY TERMS

Security Name (Name of the non-convertible securities which includes (Coupon/dividend, Issuer Name and maturity year) e.g. 8.70% XXX 2015.	10.50% Namdev Sept 2029
Issuer	Namdev Finvest Limited (Formerly Known as Namdev Finvest Private Limited)
Type of Instrument	Senior, secured, rated, listed, redeemable, transferable, taxable, non-convertible debentures
Nature of Instrument (Secured or Unsecured)	Secured
Seniority (Senior or Subordinated)	Senior
Eligible Investors	As specified in Section 8.7 (*Eligible Investors*) of this Key Information Document.
Listing (name of stock Exchange(s) where it will be listed and timeline for listing)	(a) The Issuer shall submit all duly completed documents to the BSE, SEBI, the jurisdictional registrar of companies or any other Governmental Authority, as are required under Applicable Law and obtain the listing of the Debentures within the timelines prescribed under the SEBI Listing Timelines Requirements ("**Listing Period**"). (b) The Issuer shall ensure that the Debentures continue to be listed on the wholesale debt market segment of the BSE. (c) The Issuer shall ensure that the Debentures at all times are rated in accordance with the provisions of the transaction documents and that the rating of the Debentures is not withdrawn until the Final Settlement Date. (d) In the event there is any delay in listing of the Debentures beyond the Listing Period, the Issuer will pay to the Debenture Holders, penal interest of 1% (one percent) per annum over the interest rate in respect of the Debentures set out in the Key Information Document for the relevant issuance of Debentures from the Deemed Date of Allotment until the listing of the Debentures is completed.
Rating of the Instrument	"ICRA A-/Stable" by ICRA Limited
Issue Size	Up to 7,500 (seven thousand five hundred) senior, secured, rated, listed, taxable, redeemable, transferable, non-convertible debentures denominated in Indian Rupees ("INR"), having a face value of INR 1,00,000/- (Indian Rupees One Lakh Only) each and an aggregate nominal value of INR 75,00,00,000 (Indian Rupees Seventy Five Crore Crore)
Minimum Subscription	Minimum application shall not be less than INR 1,00,00,000 (Indian Rupees One Crore) (being 100 (one hundred) Debentures) and in multiples of 1 (one) Debenture thereafter.
Option to retain oversubscription (Amount)	Not Applicable.
Objects of the Issue / Purpose for which there is requirement of funds	The Issue proceeds will be utilized for on lending by the Issuer
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 the utilization of the Proceeds	The funds raised by the Issue shall be utilized by the Company solely towards the Purpose. The Company shall not use the proceeds of the Issue towards: i. any capital market instrument such as equity and equity linked instruments or any other capital market related activities ii. any real estate activity; iii. any speculative purposes; iv. any purpose, that is not eligible for the providing of financing by banks to non-banking financial companies for bank finance to non-banking financial companies, or, which results in a breach of the RBI's master circular no. RBI/DOR/2025-26/154 DOR.CRE.REC.73/07-01-001/2025-26 dated November 28, 2025 on "Reserve Bank of India (Commercial Banks – Credit Facilities) Directions, 2025; v. any refinancing or repayment/redemption of any Financial Indebtedness (including borrowings and non-convertible debentures raised from/issued to other lenders) vi. in contravention of any applicable Law or guidelines, rules or regulations of the RBI applicable to non-banking financial companies.
Coupon/Dividend Rate	10.50% (ten decimal five zero percent) per annum. The indicative interest payment schedule is set out in Annexure IV.
Step Up/Step Down Coupon Rate	In the event, credit rating of the Debentures or the long term credit rating of the Issuer is downgraded by one notch from that subsisting on the Deemed Date of Allotment (“**Company Rating**”), at any point of time during the Tenor of the Debentures, the Coupon rate shall increase by 0.50% p.a. (zero decimal five zero percent) for each notch of downgrade of 1 (one) notch in the rating of the Debentures and/or Company (“**Step Up Coupon**”). Such increased rate of interest shall be applicable from the date of such downgrade (“**Step Up**”). Following the Step Up until the rating of the Debentures or the long term credit rating of the Issuer is upgraded, the prevailing Step Up Rate shall be decreased by 0.50% p.a. (zero decimal five zero percent) for each upgrade of 1 (one) notch in the rating (until the rating of the Debentures or the long term credit rating of the Issuer is restored to the Rating and/or the rating existing on the Deemed Date of Allotment (as the case may be)) (“**Step Down Coupon**”). Such Step Down Coupon shall be applicable from the date of such upgrade. Provided however that, the decreased rate of interest / Step Down Coupon, in any case, cannot be lower than the Coupon Rate. In case the Company has obtained a rating in relation to the Debentures, its long term rating, or any of its credit facility(ies), instruments or any security(ies) (including capital market instruments) from more than one rating agency, the lowest rating issued by the rating agency shall be considered for the purpose of increase in the coupon, on or after the Effective Date of this Key Information Document. Rating shall be obtained from CRISIL, ICRA, CARE and/or India Ratings.
Coupon/Dividend Payment Frequency	Quarterly. The indicative interest payment schedule is set out in Annexure IV.
Coupon/Dividend Payment Dates	Please refer Annexure IV.
Cumulative / non cumulative, in case of dividend	Not Applicable.

Coupon Type (Fixed, floating or other structure)	Fixed.
Coupon Reset Process (including rates, spread, effective date, interest rate cap and floor etc).	Not Applicable.
Day Count Basis (Actual/Actual)	Interest and all other charges shall accrue based on an actual/actual basis.
Interest on Application Money	Interest at the rate of 10.50% p.a.p.q. (subject to deduction of tax at source at the rate prevailing from time to time under the provisions of the Income-tax Act, 2025, or any other statutory modification or re-enactment thereof, as applicable) will be paid on Application Money to the Applicants/ Initial Debenture Holders from the date of realization of the cheques / drafts or credit through RTGS / NEFT / direct credit up to one day prior to the Deemed Date of Allotment. This is applicable for all valid applications within 5 (five) Business Days from the Deemed Date of Allotment. Where the entire subscription amount has been refunded, the interest on Application Money will be paid along with the refund orders or through RTGS / NEFT / direct credit to the bank account of the Applicant as described in the Application Form.
Default Interest Rate	***Payment Default*** If, at any time, there shall be a payment default, the Company agrees to pay an additional interest at 2% p.a. (two percent per annum) above the applicable Interest Rate on the Outstanding Principal Amounts from the date of the occurrence of the Payment Default, breach or Event of Default until such Payment Default is cured. ***Breach of Conditions*** If, at any time, there shall be a breach of covenant / undertaking / representation / warranty or any other Event of Default, the Company agrees to pay an additional interest at 2% p.a. (two percent per annum) above the applicable Interest Rate on the Outstanding Principal Amounts from the date of the occurrence of the Payment Default, breach or Event of Default until such breach or Event of Default is cured. Such additional interest will accrue on a daily basis from the date of the occurrence of such breach/default until the date such breach/default is cured to the satisfaction of the Debenture Trustee / Debenture Holders The payment of additional interest will not absolve the Issuer of any other obligations under the Transaction Documents, including to make timely payments and/or in respect of such default or affect any of the other rights of the Debenture Trustee / Debenture Holders including in respect of the default and the Debenture Trustee / Debenture Holders reserves all of its rights under the Transaction Documents. Such additional interest will be exclusive of any applicable taxes and such taxes shall be borne by the Issuer. Each such breach of covenant / undertaking / warranty misrepresentation/ Event of Default attracting the additional interest shall be mutually exclusive.
Tenor	1096 (one thousand and ninety six) days or 36 (Thirty-Six) months from the Deemed Date of Allotment.
Redemption Date	September 10, 2029, or such other earlier date on which the Debentures are required to be redeemed pursuant to the transaction documents.
Redemption Amount	INR 1,00,000 (Indian Rupees One Lakh) per Debenture
Redemption Premium/Discount	N.A.

Issue Price	INR 1,00,000 (Indian Rupees One Lakh only) (issuance at par) per Debenture
Discount at which security is issued and the effective yield as result of such discount	N.A.
Premium/Discount at which security is redeemed and the effective yield as a result of such premium/discount.	N.A.
Put Date	N.A.
Put Price	N.A.
Call Date	N.A.
Call Price	N.A.
Put Notification Time (Timelines by which the investor need to intimate Issuer before exercising the put)	N.A.
Call Notification Time (Timelines by which the Issuer need to intimate investor before exercising the call)	N.A.
Face Value	INR 1,00,000 (Indian Rupees One Lakh) per Debenture
Minimum application and in multiples thereafter	Minimum application shall not be less than INR 1,00,00,000 (Indian Rupees One Crore) (being 100 (one hundred) Debentures) and in multiples of 1 (one) Debenture thereafter.
Issue Timing	
1. Issue Opening Date	September 09, 2026
2. Issue Closing Date	September 09, 2026
3. Date of earliest closing of the issue, if any.	N.A.
4. Pay-in Date	September 10, 2026
5. Deemed Date of Allotment	September 10, 2026
Settlement Mode of the Instrument	Please refer Section 8 below.
Depository	NSDL and CDSL
Disclosure of Interest/Dividend/ redemption dates	The illustrative interest payment and redemption schedule is set out in Annexure IV.
Record Date	Means the date which will be used for determining the Debenture Holders who shall be entitled to receive the amounts due on any Due Date, which shall be the date occurring 15 (fifteen) calendar days prior to any Due Date.
All covenants of the issue (including side letters, accelerated payment clause, etc.)	To be more particularly set out in the DTD and the other transaction documents. Please also refer Section 7 below for an indicative list of representations and warranties of the Issuer, financial covenants, reporting covenants, affirmative covenants, and negative covenants, and acceleration on event of default. All other covenants prescribed by/commercially agreed with the proposed investors are set out in Section 7.
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	The Issue shall be secured by way of a first ranking exclusive and continuing charge to be created pursuant to the deed of hypothecation to be executed between the Issuer and the Debenture Trustee over (i) certain identified receivables of the Issuer and (ii) current investments such as fixed deposits, units of liquid mutual fund schemes, and such other cash equivalents as may be approved and accepted by the Debenture Trustee.

date of creation of security, minimum security cover, revaluation	• The security will be created upfront and perfected within 30 (thirty) days from the date of execution of the Hypothecation Agreement perfect the charge on Hypothecated Assets by way of filing of form CHG-9 (or such other e-forms as may be applicable under the Act and Rules thereunder) with the jurisdictional registrar of companies and provide such information sought by the Debenture Trustee for the purpose of filing the prescribed forms and particulars with the Central Registry and Information Utility in relation to the security interest over the Hypothecated Assets. • The Issuer undertakes to provide a list and details on a quarterly basis, of Hypothecated Assets client loan in the form of Quarterly Hypothecated Asset Report to the Debenture Trustee. • Sub-standard receivables shall be replaced with standard receivables of same amount, which meet Eligibility Criteria within thirty (30) calendar days. • Issuer undertakes that it shall, at its own cost and expense and within such timelines as may be specified by the Debenture Trustee, take all such actions and execute, or cause to be executed, all such deeds, documents, agreements, instruments, forms, letters and writings, lien marking requests and letters addressed to the relevant bank, mutual fund, registrar and transfer agent, depository or other custodian, powers of attorney, letters of instruction and no-lien or no-objection confirmations, and do all such further acts, deeds and things, as may be required by the Debenture Trustee to create, perfect, register and maintain in full force and effect the security interest by way of a first ranking, exclusive and continuing charge over the Investment Assets in favour of the Debenture Trustee, and shall ensure that in the event of any renewal, rollover, redemption, substitution or replacement of any Investment Assets, the said security interest continues without interruption over the renewed, rolled-over or substituted Investment Assets, and shall promptly furnish to the Debenture Trustee such evidence of the creation, perfection and continuance of the said security interest as the Debenture Trustee may require.
Security Cover Ratio or **Security Cover**	Value of the Hypothecated Assets shall at all times be atleast 1.10 times or 110% of the aggregate Outstanding Amounts to the Debenture Holders, to be created as per terms of the Debenture Trust Deed/ Hypothecation Agreement and other Transaction Documents ("**Security Cover**").
Transaction Documents	means, collectively: (a) the DTD; (b) the Debenture Trustee Agreement; (c) the Deed of Hypothecation; (d) Special Power of Attorney; (e) the Debt Disclosure Documents; (f) Demand Promissory Note; (g) Letter of Continuity; and (h) any other document designated as a transaction document by the Debenture Trustee as a transaction document, and "Transaction Document" means any of them.
Conditions precedent to Disbursement	(a) A certified true copy of the Constitutional Documents of the Company certified as correct, complete and in full force and effect by the appropriate officer, shall have been submitted to the Debenture Trustee; (b) All corporate approvals from the Board of Directors and shareholders of the Company, if applicable, shall have been

	received for the issuance of the Debentures 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 including filing the necessary forms with the registrar of companies, including e-Form MGT-14 for board and shareholder resolution; (c) to the extent applicable - copies of the resolution of the shareholders of the Company under Sections 180(1)(c) and 180(1)(a) of the Act, certified as correct, complete and in full force and effect by an appropriate officer of the Company; (d) Execution of the Transaction Documents in a form and manner satisfactory to the Debenture Trustee shall have taken place; (e) Rating of the Debentures being completed and the rating agency having provided a minimum rating of 'ICRA A- Stable' for the Debentures and the rating letter issued by the Rating Agency being in a form and manner satisfactory to the Debenture Trustee; (f) Due execution of the Depository Agreements by, inter-alia, the Depository and the Company; (g) Due execution of the Tripartite Agreement by, inter-alia, the Registrar and Transfer Agent, Depository and the Company; (h) a copy of the consent from the Registrar to act as the Registrar and Transfer Agent for the issue of Debentures; (i) The Company shall have received consent from the Debenture Trustee to act as the debenture trustee for the issue of Debentures; (j) The Company shall have obtained due-diligence certificate in 'Annexure IIA' of the Master Circular for Debenture Trustees from the Debenture Trustee; (k) The Company shall have obtained International Securities Identification Number (ISIN); (l) Security creation in accordance with Chapter III (Security and Covenant Monitoring System) of the Master Circular for Debenture Trustees; (m) The Company shall have submitted to the Debenture Trustee, all required documents for the purpose of satisfying its respective KYC requirements; (n) The Company shall have submitted to the Debenture Trustee, its audited account statements for the most recent three financial year or financial half-year; (o) The Company shall have submitted to the Debenture Trustee, a copy of the in-principle approval provided by the BSE in respect of the listing of the Debentures; (p) certificate from authorised signatory of Issuer stating the persons authorised to sign the transaction, confirming that no Event of Defaults have occurred that the representations and warranties are true and effective; (q) a certificate from independent chartered accountant stating that the issuance of the Debentures does not exceed the borrowing limits as specified in the shareholders resolution passed by Issuer; (r) Circulation of the Disclosure Documents; (s) a certificate from independent chartered accountant stating that there are no statutory overdues and / or any statutory proceedings pending against the Company and that there are

	no outstanding claims, dues and/or proceedings instituted against the Company; and (t) such other information, documents, certification by the Company's authorized representatives, opinions and instruments as the Debenture Holders may reasonably request.
Conditions Subsequent to Disbursement	Company shall fulfil each of the following conditions within the stipulated timelines: a. All corporate approvals from the Board of Directors and shareholders of the Company, if applicable, shall have been received for the allotment of the Debentures; b. the record of private placement offers maintained by the Company, including the offer of the Debentures, in Form PAS – 5, on the Deemed Date of Allotment; c. the Company shall make the application for listing of the Debentures and obtain listing of the Debentures within the time period prescribed under the SEBI Listing Timelines Requirements; d. the details of the depository accounts of the Debenture Holders with the Depositories confirming that such account has been credited with the relevant Debentures as soon as possible but in event within 2 (two) Business Days from the closure of the Issue; e. the return of allotment in Form PAS – 3, along with a complete list of allottees and containing the prescribed particulars, filed with the relevant Registrar of Companies within 15 (fifteen) days of the Deemed Date of Allotment of the Debentures; f. evidence that the Security shall have been perfected in a form and manner acceptable to the Debenture Trustee and that the Form CHG-9 in respect of creation of hypothecation over the Hypothecated Assets has been filed with the relevant Registrar of Companies within 30 (thirty) days of the Deemed Date of Allotment of the Debentures; g. Payment of all fees and stamp duty under the Transaction Documents executed is done to the satisfaction of the Debenture Trustee; h. Issuer shall furnish certificate from chartered account within 90 (ninety) days from the Deemed Date of Allotment, confirming that the amount disbursed has been utilized by the Issuer solely for the Purpose as mentioned herein; i. Ensure that Debenture Trustee files Form I with Central Registry in respect thereof within 30 (thirty) calendar days from date of execution of the Hypothecation Agreement or within such other extended time as permissible under the applicable Law; j. Any other document as required by Debenture Trustee.
Event of Default (including manner of voting /conditions of joining Inter Creditor Agreement)	Please refer Section 7.6.1 (*Events of Default*) of this Key Information Document.
Creation of recovery expense fund	(a) The Issuer hereby undertakes and confirms that it shall, within the time period prescribed under Chapter IV (Recovery Expenses Fund) of the SEBI Debenture Trustees Master Circular, establish and maintain the Recovery Expense Fund in such manner/mode as is prescribed under Chapter IV (Recovery Expenses Fund) of the SEBI Debenture Trustees Master Circular. (b) The Issuer shall, promptly upon establishment, provide the details of the Recovery Expense Fund to the Debenture Trustee.

Conditions for breach of covenants (as specified in Debenture Trust Deed)	Please refer sections named "*Default Interest Rate*" and Section 7 below.
Provisions related to Cross Default	Please refer Section 7.6.1 (*Events of Default*) of this Key Information Document.
Roles and Responsibilities of the Debenture Trustee	In addition to the other powers conferred on the Debenture Trustee and provisions for their protection and not by way of limitation or derogation of anything contained in this Key Information Document/ the Debenture Trust Deed or of any statute limiting the liability of the Debenture Trustee, IT IS EXPRESSLY DECLARED as follows: i. the Debenture Trustee may, in relation to these presents, act on the opinion or advice of or any information obtained from any solicitor, counsel, advocate, valuer, surveyor, broker, auctioneer, qualified accountant or other expert whether obtained by the Company or by the Debenture Trustee or otherwise; ii. the Debenture Trustee shall be the attorney of the Company and shall have the right to execute, sign and do any deeds, documents, assurances, acts and things in the name and on behalf of the Company, which shall in the opinion of the Debenture Trustee be necessary or expedient that the Company should execute, sign and do for the purpose of carrying out any of the trusts or obligations declared or imposed upon the Debenture Trustee; iii. the Debenture Trustee is not permitted to release / exclude any part of the Hypothecated Assets temporarily or permanently from the security created / to be created for the Debentures except in accordance with a Majority Resolution; iv. with a view to facilitating any dealing under any provisions of these presents the Debenture Trustee shall have full power to consent (where such consent is required) to a specified transaction or class of transactions conditionally; v. the Debenture Trustee shall not be responsible for the monies paid by Applicants/ Initial Debenture Holders for the Debentures; vi. without prejudice to the rights to indemnity by Law given to the Debenture Trustee, the Debenture Trustee and every receiver, attorney, manager, agent or other person appointed by them shall, subject to the provisions of the Act, be entitled to be indemnified by the Company in respect of all liabilities and expenses incurred by them or him in the execution or purported execution of the powers and trusts thereof and against all actions, proceedings, costs, claims and demands in respect of any matter or thing done or omitted and the Debenture Trustee may retain and pay out of any monies in their hands the amount of any liabilities and expenses necessary to effect such indemnity and also remuneration of the Debenture Trustee as herein provided or otherwise howsoever arising out of or in connection with these presents or the issue of the Debentures; vii. the Debenture Trustee shall have full power to determine all questions and doubts arising in relation to any of the provisions hereof and every such determination bonafide made (whether or not the same shall relate wholly or partially to the acts or proceedings of the Debenture Trustee) in the absence of any fraud, gross negligence, willful misconduct or breach of trust, shall be conclusive and binding upon all persons interested hereunder; viii. subject to the approval of the Debenture Holders by way of Majority Resolution passed at a meeting of Debenture Holders held for determining the liability of the Debenture Trustee, the Debenture Trustee shall be liable for any fraud, gross negligence,

	willful misconduct or breach of trust by the Debenture Trustee as conclusively determined by the court of competent jurisdiction; ix. subject to the approval of the Debenture Holders by way of Majority Resolution passed at a meeting of Debenture Holders held for determining the liability of the Debenture Trustee, the Debenture Trustee, except for any fraud, gross negligence, willful misconduct or breach of trust as conclusively determined by the court of competent jurisdiction, shall not be liable for any default, omission or delay in performing or exercising any of the powers or trusts herein expressed or contained or any of them or in enforcing the covenants herein contained or any of them or in giving notice to any person or persons of the execution hereof or in taking any other steps which may be necessary, expedient or desirable or for any loss or injury which may be occasioned by reason thereof unless the Debenture Trustee shall have been previously requested by notice in writing to perform, exercise or do any of such steps as aforesaid given in writing by the Majority Debenture Holder(s) or by a Majority Resolution duly passed at a meeting of the Debenture Holders and the Debenture Trustee shall not be bound to perform, exercise or do any such acts, powers or things or to take any such steps unless and until sufficient moneys shall have been provided or provision to the satisfaction of the Debenture Trustee made for providing the same by or on behalf of the Debenture Holders or some of them in order to provide for any costs, charges and expenses which the Debenture Trustee may incur or may have to pay in connection with the same and the Debenture Trustee are indemnified to their satisfaction against all further costs, charges, expenses and liabilities which may be incurred in complying with such request; x. notwithstanding any contained to the contrary in this Key Information Document/ the Debenture Trust Deed, the Debenture Trustee shall before taking any action on behalf of the Debenture Holders or providing any consent on behalf of the Debenture Holders, obtain the written consent of the Majority Debenture Holders; xi. the Debenture Trustee shall forward to the Debenture Holders copies of any information, documents from the Company pursuant to this Key Information Document/ the Debenture Trust Deed within 2 (two) Business Days of receiving the same from the Company; and xii. The Debenture Trustee shall take all reasonable steps to realise the monies due to the Trust. xiii. The Debenture Trustee shall have the right to rely on notices, communications, advertisement, website information of Issuer and any other related party with respect to issue etc. xiv. The Debenture Trustee shall monitor the security cover and covenants by Issuer in relation to Debentures in the manner as specified by SEBI. xv. The Debenture Trustee shall ensure that the Company does not commit any breach of the terms of issue of Debentures or covenants of this Key Information Document/ the Debenture Trust Deed by monitoring the same in the manner specified by the SEBI and take such reasonable steps as may be necessary to remedy any such breach. xvi. The Debenture Trustee shall have right to share such information in relation to the Issuer / Debentures to the Credit Rating Agency as prescribed / required under applicable Laws or as necessary to

	discharge its function as a debenture trustee. xvii. The Debenture Trustee shall carry out due diligence of security prior to the security creation and on continuous basis. PROVIDED THAT nothing contained in this Clause shall exempt the Debenture Trustee or any receiver, attorney, manager, agent or other person appointed by the Debenture Trustee from or indemnify them against any liability for breach of trust nor any liability which by virtue of any rule or Law would otherwise attach to them in respect of any negligence, default or breach of trust which they may be guilty of in relation to their duties hereunder as conclusively determined by the court of competent jurisdiction. Notwithstanding anything contained herein, no clause in the Debenture Trust Deed shall have the effect of: (a) limiting or extinguishing the obligations and liabilities of the Debenture Trustee or the Issuer in relation to any rights or interests of the Debenture Holders; (b) limiting or restricting or waiving the provisions of the Act, regulations, circulars or guidelines issued by the SEBI; and (c) indemnifying the Debenture Trustee or the Issuer for loss or damage caused by their act of negligence or commission or omission.
Risk factors pertaining to the issue	Please refer to the General Information Document and to Section 3 (*Risk Factor*) of this Key Information Document.
Governing Law & Jurisdiction	The transaction documents shall be governed by and will be construed in accordance with the laws of India and any disputes arising there from shall be subject to the jurisdiction of appropriate courts and tribunals at New Delhi, India, and as more particularly provided for in the respective transaction documents.
Business Day Convention	(a) Interest and all other charges shall accrue based on an actual/actual basis. (b) All payments in respect of the Debentures required to be made by the Issuer shall be made on a Business Day. (c) 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. (d) 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. (e) If the Final Redemption Date falls on a day which is not a Business Day, the payment of any amounts in respect of the Outstanding Principal Amounts to be made shall be made on the preceding Business Day. (f) If the Final Redemption Date or any other date on which the Debentures are redeemed in full (including in accordance with the sub-section titled "*Early Redemption*" of Section 6 (*Summary Terms*) of this Key Information Document), 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 immediately preceding Business Day.
Additional Disclosures (Delay in Listing)	In the event there is any delay in listing of the Debentures beyond the Listing Period, the Issuer will pay to the Debenture Holders, penal

	interest of 1% (one percent) per annum over the Coupon Rate, from the Deemed Date of Allotment until the listing of the Debentures is completed.
Declaration required by BSE Limited	This Issue of Debentures does not form part of non-equity regulatory capital for the purposes of Chapter V of the Securities and Exchange Board of India (Issue and Listing of Non-Convertible Securities) Regulations, 2021. The face value of each debt security/Debenture issued on private placement basis shall be INR 1,00,000 (Indian Rupees One Lakh).
Eligibility Criteria	i. The hypothecated Loans must have been originated while complying with all the extant 'know your customer' norms specified by the RBI; ii. Each Loan constituting the Hypothecated Receivables shall be provided by the Issuer in its ordinary course of business; iii. Loans constituting the Hypothecated Receivables are existing at the time of selection and have not been terminated or pre-paid; iv. Loans constituting the Hypothecated Receivables have not been restructured or rescheduled and are current assets i.e. standard assets on the books of the Issuer; v. Each Loan constituting the Hypothecated Receivables must satisfy the Issuer's credit and underwriting policies, including credit bureau checks where applicable; vi. Each Loan constituting the Hypothecated Receivables must be directly originated by the Issuer and not loans purchased from a third party; vii. Each Loan constituting the Hypothecated Receivables shall be standard on the books of Issuer; viii. Each Loan constituting the Hypothecated Receivables comply with RBI norms and guidelines; ix. Each Loan constituting the Hypothecated Receivables should be free from any other current or future encumbrances and no security interest of any kind shall exist over them except in accordance with the Transaction Documents; x. each Loan underlying the Hypothecated Receivables must be acceptable to the Debenture Trustee.
Early Redemption	Subject to applicable Law, upon the occurrence of an Early Redemption Event, the Debenture Trustee (acting on the instructions of the Initial Debenture Holders/Majority Debenture Holders) shall have the right, but not the obligation, to require the Issuer to redeem all or part of the outstanding Debentures. Upon receipt of a notice from the Debenture Trustee for early redemption of the Debentures pursuant to an Early Redemption Event, the Issuer shall, within 15 (fifteen) calendar days from the date of such notice, redeem the Debentures together with all accrued interest, costs, charges and other amounts payable under the Transaction Documents, without any prepayment or early redemption premium, unless otherwise expressly agreed. The exercise of the early redemption right shall be without prejudice to any other rights or remedies available to the Debenture Trustee or the Debenture Holders under the Transaction Documents or applicable Law.
Buyback	Issuer can buy back Debentures with approval of Majority Debenture Holders subject to applicable Law.

Note:

a) *If there is any change in coupon rate pursuant to any event including lapse of certain time period or downgrade in rating, then such new coupon rate and events which lead to such change should be disclosed.*

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

c) *While the debt securities are secured to the extent of hundred per cent. of the amount of principal and interest or as per the terms of issue document, in favour of debenture trustee, it is the duty of the debenture trustee to monitor that the security is maintained.*

d) *The issuer shall provide granular disclosures in their Key Information Document, with regards to the "Object of the Issue" including the percentage of the issue proceeds earmarked for each of the "object of the issue".*

The Issue proceeds will be utilized for on lending by the Issuer

e) *While the debt securities are secured to the tune of 100% of the principal and interest amount or as per the terms of offer document/ General Information Document/ key Information Document, in favour of Debenture Trustee, it is the duty of the Debenture Trustee to monitor that the security is maintained.*

f) *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.*

g) *Before making the application for listing of debt securities, the Issuer shall create charge as specified in the Debenture Trust Deed/ General Information Document/ Key Information Document, in favour of the debenture trustee and also execute debenture trust deed (DTD) with the Debenture trustee. The Stock Exchange(s) shall list the debt securities only upon receipt of a due diligence certificate as per format specified in NCS Listing Regulations from debenture trustee confirming creation of charge and execution of the Debenture Trust Deed. The charge created by Issuer shall be registered with Sub-registrar, Registrar of Companies, CERSAI, Depository etc., as applicable, within 30 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.*

h) *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.*

SECTION 7: TERMS OF THE TRANSACTION DOCUMENTS

7.1 REPRESENTATIONS AND WARRANTIES OF THE ISSUER

The Company makes the representations and warranties set out in this Clause to the Debenture Trustee for the benefit of the Debenture Holders on the date of this Key Information Document/ the Debenture Trust Deed and during the term of the Debentures.

(a) ***Status***

(i) It is a company, duly incorporated, registered and validly existing under the Laws of India.

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

(iii) It and each of its subsidiaries (as defined under the Act), if applicable, has the power to own their respective Assets and carry on their respective business as it is being conducted.

(b) ***Binding obligations***

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

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

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

(i) any Law or regulation applicable to it;

(ii) its Constitutional Documents;

(iii) any agreement or instrument binding upon it or any of its Assets.

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

It has the power to issue the Debentures and to enter into, perform and deliver, and has taken all necessary authorisations its entry into, performance and delivery of, the Transaction Documents to which it is a party and the transactions contemplated by those Transaction Documents.

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

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

(i) to enable it lawfully to enter into, exercise its rights and comply with its obligations in the Transaction Documents to which it is a party;

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

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

(f) ***No default***

No Event of Default or potential Event of Default has occurred and is continuing or would reasonably be expected to result from the execution or performance of any Transaction Documents or the issuance of the Debentures. No other event or circumstance is outstanding which constitutes (or which would, with the lapse of time, the giving of notice, the making of any determination under the relevant document or any combination of the foregoing, constitute) a default or termination event (however described) under any other agreement or instrument which is binding on the Company or any of its Assets or which might have a Material Adverse Effect.

(g) ***Pari passu inter se ranking***

The Debentures shall constitute direct and unconditional and secured obligations of the Company. The claims of the Debenture Holders shall be superior to all the claims of equity investors/ lenders of Tier I Capital and Tier II Capital (including without limitation, any Subordinated Debt) and shall rank *pari passu* inter se.

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

Except as disclosed by the Company in its Disclosure Document(s), annual reports and financial statements, no litigation, arbitration or administrative proceedings of or before any court, arbitral body or agency which have been started or threatened against the Company, where such proceedings could result in or cause a Material Adverse Effect.

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

(A) All information provided by the Company to the Debenture Trustee/Debenture Holders for the purposes of this Issue is true and accurate in all material respects as at the date it was provided or as at the date (if any) at which it is stated.

(B) It has disclosed all information in the Disclosure Document(s) that is relevant for the Applicants/ Initial Debenture Holders to apply for subscription of the Debentures.

(j) ***No Material Adverse Effect***

(i) There has not been and there is no investigation or enquiry by, or order, decree, decision or judgment of, any Governmental Authority been issued or outstanding or to the best of the Company's knowledge (after making due and careful enquiry), anticipated against the Company which would have a Material Adverse Effect on the Company, nor has any notice or other communication (official or otherwise) from any Governmental Authority been issued or outstanding or to the best of the Company's knowledge (after making due and careful enquiry), anticipated with respect to an alleged, actual or potential violation and/or failure to comply with any such applicable Law or requiring them to take or omit any action.

(ii) The Company has not violated, or breached any applicable Law which has resulted in or could reasonably be expected to have a Material Adverse Effect. No event has occurred or circumstances exist which would cause a Material Adverse Effect.

(k) ***Financial statements***

(i) Its financial statements most recently supplied to the Debenture Trustee were prepared in accordance with IND AS consistently applied save to the extent expressly disclosed in such financial statements.

(ii) Its financial statements for the Previous Year supplied to the Debenture Trustee, give a true and fair view and represent its financial condition and operations during the relevant Financial Year save to the extent expressly disclosed in such financial statements.

(iii) It has disclosed all its borrowings from various banks and financial institutions in the Disclosure Document(s).

(l) ***Solvency***

(i) The Company is able to, and has not admitted its inability to, pay its debts as they mature and has not suspended making payment on any of its debts and it has not been deemed by a court to be unable to pay its debts for the purposes of applicable Law, nor will it become unable to pay its debts for the purposes of applicable Law as a consequence of entering into this Key Information Document or any other Transaction Document.

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

(iii) The value of the Assets of the Company is more than its liabilities (taking into account contingent and prospective liabilities) and it has sufficient capital to carry on its business.

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

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

(vi) No reference has been made, or enquiry or proceedings commenced, in respect of the Company, before the National Companies Law Tribunal or under any mechanism or prescription of the RBI in respect of resolution/restructuring of stressed assets (including without limitation, under the RBI's circular no. DOR.STR.REC.276/21.04.048/2025-26 dated November 28, 2025 on "Reserve Bank of India (Non-Banking Financial Companies – Resolution of Stressed Assets) Directions, 2025, as amended, modified or restated from time to time.

(m) ***No immunity***

The Company is not entitled to any immunity or privilege (sovereign or otherwise) from any set-off, judgment, execution, attachment or other legal process.

(n) ***Legal and Beneficial Ownership***

Except for the security interests and encumbrances created and recorded with the Ministry of Corporate Affairs (available using CIN/FCRN/LLPIN/FLLPIN of the Company on the website http://www.mca.gov.in/MCA21/index.html under the heading "Index of Charges"), the Company has, free from any security interest or encumbrance, the absolute legal and beneficial title to, or valid leases or licenses of, or is otherwise entitled to use (in each case, where relevant, on arm's length terms), all material assets necessary for the conduct of its business as it is being, and is proposed to be, conducted. The Company has, free from any security interest or encumbrance, the absolute legal and beneficial title to the Hypothecated Assets.

(o) ***Compliance with Laws***

(i) The Company and its group company(ies) have conducted and are conducting their respective businesses in all material respects in compliance with all applicable Laws.

(ii) The Company and its group company(ies) shall complete all necessary formalities including all filings with the relevant regulatory authorities, including but not limited to SEBI, the BSE and the ROC (if applicable) and obtain all consents and approvals required for the completion of the Issue.

(p) ***Anti-terrorism Laws***

The Company and its Affiliates (if applicable) are in compliance in all respects with all Anti-Terrorism Laws, and are adhering to all regulatory requirements pertaining to Anti-Terrorism /and Anti-Money Laundering.

(q) ***No Corrupt Practices***

(i) Neither the Company nor its Promoters or Affiliates (if applicable) have indulged in any corrupt practices pertaining to the business such as misstatement, fraud, misappropriation, embezzlement of financial and other resources or gains unreported in the audited financial statements.

(ii) The Company, its officers, directors or employees in such capacities or any person acting on behalf of the Company have not engaged in any Objectionable Practice.

(iii) The name of none of its directors of the Company appears in the wilful defaulter's list of Credit Information Bureau (India) Limited or the RBI.

(r) ***Taxation***

(i) The Company has duly and punctually paid and discharged all Taxes imposed upon it or its assets within the time period allowed without incurring penalties save to the extent that (A) payment is being contested in good faith, (B) the Company has maintained adequate reserves for those Taxes, and (C) payment can be lawfully withheld;

(ii) The Company is not overdue in the filing of any Tax returns.

(iii) No claims exceeding Tax Claims Amount are being or are reasonably likely to be asserted against the Company with respect to Taxes, where such claims could result in or cause a Material Adverse Effect.

(s) ***Disclosures in Disclosure Document(s)***

The extent of disclosures made in the Disclosure Document(s) is consistent with disclosures permitted by Government Authorities in relation to the issue of securities made by the Company prior to the issue of the Debentures.

(t) ***Audit***

The Company annual accounts are audited by an auditor from a reputable firm of independent chartered accountants.

(u) ***Good Business Standard***

The Company in its business transactions with its shareholders, partners, managers, staff, Affiliates (if applicable) or affiliates of such entities or persons keeps within normal, good and acceptable business standards, including transactions being on arm's length.

(v) ***Proper book-keeping and accounting***

The Company has a proper, efficient and effective book-keeping and accounting system in place as well as adequate professional staff, including maintaining of accounts showing the loan drawings, payments, interest etc.

(w) ***Employees***

The Company is in compliance with all obligations under the applicable labour laws and other applicable Laws in relation to its employees.

(x) ***Compliance with RBI/SEBI Regulations and the Act's Requirements***

The Debentures are being issued in compliance with the applicable regulations of the RBI/SEBI and the relevant provisions of the Act as applicable. Any provision in the Deed which is not in compliance with regulations of the RBI/SEBI and the relevant provisions of the Act can be amended by the Company and the Debenture Trustee by executing an amendment to the Deed and the Debenture Holders shall have no right to raise any objection thereto. There are no pending obligations to issue, allocate, or allot any shares, debentures, or other securities to any person or entity, nor are there any outstanding options, warrants, rights, or agreements entitling any person to require the Issuer to issue or allot any securities, except as explicitly disclosed in the Disclosure Documents.

7.2 **FINANCIAL COVENANTS**

The Issuer shall adhere to the following Financial Covenants at all times throughout the Tenor of this Issuance and until the Debentures are redeemed in full:

Ratio Type	Calculated as	Threshold
NNPA	A ratio of Net NPA to AUM	NNPA <2%
CAR*	Capital Adequacy Ratio	CAR >19%
Reported gearing		To not exceed 5x
*(or aggregate of the threshold prescribed by the RBI and 2% (two percent), whichever is higher)		
The Cost to Income Ratio of less than 70% (seventy percent)		

All covenants would be tested on quarterly basis i.e. as on 31st March, 30th June, 30th September, 31st December every year, starting from September 30, 2026, on consolidated and standalone balance sheet till the redemption of the Debentures.

The covenants shall be certified by the Company within 60 (Sixty) calendar days from the end of each financial quarter. The Debenture Trustee and the Investors shall be granted access to any additional information that it deems necessary to monitor and evaluate compliance with the aforementioned Financial Covenants.

7.3 **REPORTING COVENANTS**

Company shall provide or cause to be provided to the Debenture Trustee (and to the Debenture Holders if so requested), in form and substance reasonably satisfactory to the Debenture Trustee, each of the following items:

(a) <u>Quarterly Reports</u>

within 60 (Sixty) calendar days from the end of each financial quarter or 7 (Seven) calendar days from the date of relevant board meeting, whichever is earlier for quarterly reporting as specified below:

i. Quarterly MIS data pack covering quarterly financial statements with schedules, product – wise portfolio cuts, latest operational information, collection efficiency, borrowing profile, monthly DPD statements, monthly statement of asset repayment due and cash available Vs monthly debt repayment and such other information as requested by the Debenture Trustee in a formal acceptable to the Debenture Holder;

ii. Quarterly Hypothecated Asset Report, including book debts / receivables, debtor summary;

iii. a compliance certificate from statutory auditor regarding the financial covenants set forth in Section 7.2 (Financial Covenants) of the Company in form and substance reasonably satisfactory to the Debenture Trustee and the Debenture Holders;

iv. a certificate from statutory auditor certifying that the requisite Security Cover on the Debentures is being maintained;

v. List of board of directors of the Issuer;

vi. Shareholding pattern of the Issuer and change in the shareholding structure of the Issuer from the previous quarter;

vii. Details of any prepayment or notice of any prepayment of any Financial Indebtedness of the Issuer;

viii. The Company shall furnish quarterly report to the Debenture Trustee containing the following particulars:
    a. Updated list of the names and addresses of the Debenture Holders.

    b. Details of the Interest due, but unpaid and reasons thereof.

    c. The number and nature of grievances received from the Debenture Holders and (A) resolved by the Company (B) unresolved by the Company and the reasons for the same.

    d. A statement certified by statutory auditor that the Hypothecated Assets are sufficient to discharge the claims of the Debenture Holders as and when they become due.

ix. A certificate signed by the key managerial personnel of the Issuer confirming the Issuer's compliance with the covenants set out in the Transaction Documents;

x. a certificate from an authorised officer of the Company acceptable to the Debenture Holders confirming that there is no existing potential Event of Default or Event of Default, in such form as may be mutually agreed between the Parties;

xi. Any other financial / operational data as may be required by the Debenture Holders.

(b) Yearly Reports

shall be submitted to the Debenture Trustee and the Debenture Holders (if so requested) within 90 (ninety) days from the end of the Financial Year:

- Annual MIS.

- Certificate from the statutory auditor of the Issuer confirming compliance with the financial covenants set forth in **Section 7.2** (*Financial Covenants*) based on audited financial statements.
- Annual Reports and audited financial statements.

(c) Event Based Reports

Without prejudice to the Quarterly Reports or Annual Reports or any other reports to be submitted by the Issuer, the Issuer shall also within such timelines as specified in the conditions below, provide details of such events in the format acceptable to the Debenture Trustee:

1. quarterly, in case of any change in shareholding structure;
2. promptly, in case of any change in board composition;
3. promptly, on any amalgamation, merger or reconstruction scheme proposed by the Issuer;
4. promptly, notice of any change in the auditors of the Company, signed by one of its directors or its company secretary;
5. promptly, any event having a Material Adverse Effect;
6. promptly, any dispute, litigation, investigation or other proceedings which could result in a Material Adverse Effect;
7. promptly, upon winding up proceedings being initiated including any application for initiating any petition before RBI under Insolvency and Bankruptcy (Insolvency and Liquidation Proceedings of Financial Service Provides and Application to Adjudicating Authority) Rules, 2019;
8. promptly, upon occurrence of any Event of Default or potential Event of Default, and any steps taken / proposed to remedy such events;
9. promptly, application of insolvency petition under bankruptcy code / NCLT by or against the Issuer;
10. promptly, when any corrupt or fraudulent or money laundering activity has been undertaken by the Company and promptly upon the Company or the Debenture Holders becoming aware or having the reasonable suspicion that such activity has occurred or may occur, accurate and complete information with respect to such activity and any additional information in relation thereto in whichever form as the Debenture Holders may request at its sole discretion;
11. Within 5 (five) days, details of any other material litigation, arbitration or administrative proceedings initiated against the Issuer other than those set out in (i) Provided that for the purpose of this sub-clause, 'material' shall mean litigation, arbitration or administrative proceedings where the claim amount against the Issuer exceeds 1% (one per cent) of the net worth of Issuer as on the date of occurrence of the event;
12. within 2 (two) days, all orders directions, notices, of court/tribunal received by the Issuer affecting or likely to affect the Security;
13. within 30 (thirty) days, of any changes in accounting policy which can have a material impact but excluding changes required due to compliance with statutory requirements;
14. within 30 (thirty) days of any fraud amounting to more than 1.0% (one percent) of theNet-worth of the Issuer;
15. within 30 (thirty) days, of any new segment of business other than the business carried out by the Issuer at the time of this Issue;

(d) Other reporting

- The Issuer shall promptly and in no event later than 3 (three) calendar days, provide such other information regarding financial condition, business, and operations of the Issuer as the Debenture Holders may request;

- The Issuer shall disclose the following line items along with the financial results within 60 (sixty five) days of the end of each calendar half-year i.e. July 30 and January 30 of each year or 7 (Seven) calendar days from the date of relevant board meeting, whichever is earlier:

  (a) Credit rating of the Issuance and the Issuer;
  (b) Debt-equity ratio of the Issuer;
  (c) Debenture Redemption Reserve, if applicable;
  (d) Net worth;
  (e) Profit after tax;
  (f) Earnings per share;
  (g) The Issuer shall also report / provide such additional information or documents that the Debenture Trustee may reasonably request or as maybe stipulated in the Transaction Documents.

(e) <u>Disclosures under listing regulations</u>

The Company disclose all such information to the Debenture Trustee under applicable Laws and shall file with the BSE all such information as required under Chapter V of the SEBI LODR Regulations, Listed NCDs Master Circular, Debenture Trustees Regulations, and SEBI NCS Listing Regulations.

7.4 **AFFIRMATIVE COVENANTS**

The Company shall comply with the following covenants until the Final Redemption Date.

(a) ***Utilization of the issue proceeds***

The Issuer shall utilise the monies received towards subscription of the Debentures for the Purpose in accordance with applicable Laws and regulations and as provided in this Key Information Document/ the Debenture Trust Deed.

(b) ***Licenses and Approvals***

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

(c) ***Security***

(i) The Issuer shall execute and/or do and maintain in full force, at its own expense, all such deeds, assurances, documents, instruments, acts, matters and things, in such form and otherwise as the Debenture Trustee may reasonably or by law require or consider necessary for creation, perfection and enforceability of the security over the Hypothecated Assets or facilitating the realisation thereof, or otherwise in relation to enforcing or exercising any of the rights and authorities of the Debenture Trustee, to ensure the legality, validity and enforceability of the security over the Hypothecated Assets and to comply with all the conditions therein.

(ii) The Issuer shall ensure that the Hypothecation Agreement created (or, once entered into, shall create) in favour of the Debenture Trustee, the security over the Hypothecated Assets which it is expressed to create with first-ranking exclusive priority continuing security by way of a first ranking exclusive charge on the Hypothecated Assets in favour of the Debenture Trustee for the benefit of the Debenture Holders and is not subject to any prior ranking or pari passu ranking security, and that such security is valid and effective.

(iii) Without limiting sub-paragraph (ii) above, the Issuer shall ensure that its obligation to repay the Outstanding Amounts in relation to the Debentures under the Transaction Documents shall rank at least pari passu with the claims of all its other secured and unsubordinated creditors and shall have priority over the claims of all its subordinated creditors except for obligations mandatorily preferred by Law applying to companies generally.

(iv) The Issuer shall ensure, that the security over the Hypothecated Assets is and shall continue to have the ranking and priority it is required to have under the Hypothecation Agreement.

(v) The Issuer shall, on the First Security Cover Determination Date and at all times thereafter, ensure that the Security Cover Ratio is maintained and towards this end, it shall on or before each Quarterly Security Cover Determination Date, Top-up the Hypothecated Assets with additional Receivables and/or Replace any Receivables constituting the Hypothecated Assets in accordance with the Hypothecation Agreement so as to ensure that Security Cover Ratio is maintained at all times.

(vi) All the Hypothecated Assets that shall be charged to the Debenture Trustee under the Hypothecation Agreement shall always be kept distinguishable and held as the exclusive property of the Company specifically appropriated to this security and be dealt with only under the directions of the Debenture Trustee. The Company shall not create any charge, lien or other encumbrance upon or over the same or any part thereof except in favour of the Debenture Trustee nor suffer any such charge, lien or other encumbrance or any part thereof nor do or allow anything that may prejudice this security and the Debenture Trustee shall be at liberty to incur all costs and expenses as may be necessary to preserve this security and to maintain the same undiminished and claim reimbursement thereof.

(vii) The Issuer shall within 30 (thirty) days from the date of execution of the Hypothecation Agreement perfect the charge on Hypothecated Assets by way of filing of form CHG-9 (or such other e-forms as may be applicable under the Act and Rules thereunder) with the jurisdictional registrar of companies and provide such information sought by the Debenture Trustee for the purpose of filing the prescribed forms and particulars with the Central Registry and Information Utility in relation to the security interest over the Hypothecated Assets.

(viii) From the Deemed Date of Allotment until the Final Settlement Date, the Issuer shall ensure first ranking and exclusive charge of the Debenture Trustee. In the event of any modification of security as a result of Top-Up/ providing additional security / any such change relating to the Hypothecated Assets/ in the event of Receivables do not meet the Eligibility Criteria the Issuer shall apply for modification of charge/Debenture Holders or Debenture Trustee shall instruct the Company to apply for modification over such modified Hypothecated Assets by filing Form CHG-9 with the concerned ROC and the required filing with the Central Registry in relation thereto as soon as practicable

(ix) The Issuer shall, on the First Security Cover Determination Date and every Quarterly Security Cover Determination Date, as also whenever required by the Debenture Trustee, give full particulars to the Debenture Trustee of all the Hypothecated Assets from time to time and shall furnish and verify all statements, reports (including monitoring reports as prescribed in the Hypothecation Agreement), returns, certificates and information from time to time and as required by the Debenture Trustee and furnish and execute all necessary documents to give effect to the Hypothecated Assets.

(x) The Hypothecated Receivables shall satisfy the eligibility criteria set out in "*Eligibility Criteria*" in **Section 6** (*Summary Terms*).

(d) ***Stamp Duty***

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

(e) ***Amendment of Articles of Association***

Issuer has amended and incorporated provisions in their articles of association, authorizing the Debenture Trustee to appoint a nominee director on the board of directors of the Company as per Regulation 15 (1)(e) of the Debenture Trustees Regulations and Rule 18(3)(e) of Companies (Share Capital and Debentures) Rules, 2014 as specified SEBI Listed Debentures Circulars and Regulations;

(f) ***Costs and expenses***

Company shall pay all costs, charges and expenses in any way incurred by the Debenture Trustee in connection with the execution and enforcement of any of its rights under the Transaction Documents, 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;

(g) ***Preserve corporate status; authorisations***

Company shall

(i) diligently preserve and maintain its corporate existence and status and all rights, contracts privileges, franchises and concessions now held or hereafter acquired by it in the conduct of its business and comply with each and every term of the said franchises and concessions and all acts, authorizations, consents, permissions, rules, regulations, orders and directions of any legislative, executive, administrative or judicial body applicable to its Assets or any part thereof PROVIDED THAT the Company may contest in good faith the validity of any such acts, rules, regulations, orders and directions and pending the determination of such contest may postpone compliance therewith if the rights enforceable under the Debentures are not thereby materially endangered or impaired. The Company will 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 principal of or interest on the Debentures might or would be hindered or delayed; and

(ii) conduct its business with due diligence and efficiency and in accordance with sound technical, managerial and financial standards and business practices with qualified and experienced management and personnel;

(iii) promptly obtain all consents and authorizations as maybe necessary for performing its obligations in relation to the issue of the Debentures;

(iv) punctually 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;

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

(vi) 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;

(vii) provide periodical status / performance report within 7 (seven) days of the relevant board meeting of the Issuer, or within 60 (sixty) days of the end of the financial quarter, whichever is earlier;

(viii) ensure and procure that at the time of making any payment of Outstanding Amounts in full or in part, the Issuer shall do so in the manner that is most tax efficient for the Debenture Holder(s) but without, in any way requiring the Issuer to incur any additional costs, expenses or taxes and the Issuer shall avail of all the benefits available under any treaty applicable to the Issuer and/or the Debenture Holder(s);

(ix) give to the Debenture Trustee such relevant information as it may reasonably require and as mentioned in the Transaction Documents;

(x) allow the Debenture Trustee or Debenture Holder to run a scrub on the Hypothecated Assets with any credit bureau in which the Company is registered as a member including but not limited to CIBIL, Equifax, CRIF Highmark and Experian until the redemption of Debentures;

(xi) furnish all such information as may be required under applicable Law by the Debenture Trustee for the effective discharge of its duties and obligations, such as two copies of reports, balance sheets, profit & loss account, etc and as to all matters relating to the business, property and affairs of the Issuer in two copies, as would be provided to any of the shareholders of the Issuer;

(xii) punctually pay all taxes imposed upon or due and payable by the Issuer as and when the same shall become due and payable and when required by the Debenture Trustee produce the receipts of such payment and also punctually pay and discharge all debts and obligations and liabilities which may have priority over the security created under the Transaction Documents and observe, perform and comply with all covenants and obligations which ought to be observed and performed by the Issuer in respect of or any part of the security over the Hypothecated Assets;

(xiii) not undertake any issuance of debentures other than the Debentures hereunder under the same ISIN without the prior consent of the Debenture Trustee;

(xiv) permit visits and inspection of books of records, documents and accounts to Debenture Trustee as and when required by them.

(h) ***Grievance Redressal***

The Issuer shall promptly and expeditiously attend to and redress the grievances, if any, of the Debenture Holders. The Issuer further undertakes that it shall promptly comply with the suggestions and directions that may be given in this regard, from time to time, by the Debenture Trustee and shall advise the Debenture Trustee periodically of the compliance.

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

The Debenture Trustee acting on the instructions of the Majority Debenture Holders shall have the right to appoint 1 (one) nominee director/ observer on the Board, at any time, upon the occurrence of an Event of Default and in accordance with the terms set out in **Section 7.7** (*Nominee Director*) below ("**Nominee Director**"). Upon the occurrence of such event as mentioned in **Section 7.7** (*Nominee Director*), the Issuer shall appoint the Nominee Director forthwith on receiving a nomination notice from the Debenture Trustee. The Issuer shall amend its Constitutional Documents if required by the Debenture Trustee/Debenture Holders to provide for the appointment of the Nominee Director by the Debenture Trustee and obtain all consents, as may be required, for this purpose within such time as may be mutually agreed between the Parties

(j) ***Audit and Inspection***

(i) The Debenture Trustee/ Majority Debenture Holders shall have the right to inspect, audit, check, conduct technical, legal, or financial inspections, make copies and take extracts thereof (as applicable) of its books, records, assets (including Hypothecated Assets), receivables, and properties for any purpose, the Debenture Trustee/ Debenture Holders may deem fit in their sole discretion, including to verify that the Issuer's affairs are being carried out in accordance with the terms of the Transaction Documents and discuss the affairs, finances and accounts of the Issuer through its officers, representatives, employees, agents, consultants, auditors and/or advisors or a third party appointed by the Debenture Trustee/ Majority Debenture Holders. The Issuer covenants to co-operate and provide access to the Debenture Trustee/ Debenture Holder/ third party so appointed to enter upon any of the Issuer's premises or property including its offices/ factories/ branches/ warehouse, place of business etc. and to provide all details sought for and produce documents stored at any of its premises, offices, factories/ branches/ place of business or place where documents/property of similar nature may have been stored.

(ii) It is hereby agreed that all costs in respect of inspection/ audit as captured under this Clause shall be borne by the Issuer and the Issuer shall promptly on demand (but not later than 3 Business Days) pay to the Debenture Trustee/Debenture Holders, all such costs and expenses (legal or otherwise) incurred by the Debenture Trustee/Debenture Holders in connection with the inspection/ audit/ visit conducted under this Clause.

(k) ***Compliance with Transaction Documents***

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

(l) ***Security at par***

The Issuer shall cause and ensure that the security (including seniority in security), contractual comfort or undertaking etc. provided with respect to the Debentures are at par with the security (including seniority in security), contractual comfort or undertaking provided/to be provided to any other lender of the Issuer. The Issuer shall cause and ensure, in the event any such additional security (including seniority in the security), contractual comfort or undertaking is provided to its any other lender, then such security (including seniority in the security), contractual comfort or undertaking shall be provided forthwith to secure the Debentures, as well and the Issuer will ensure and do whatever is required to perfect such security/contractual comfort/undertaking (as applicable barring such event such security extended to the other lenders/creditors of Issuer shall be rendered invalid.

(m) ***Pay stamp duty***

Company shall 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 and in the event of the Company failing to pay such stamp duty, other duties, taxes and penalties as aforesaid, the Debenture Trustee will be at liberty (but shall not be bound) to pay the same and the Company shall reimburse the same to the Debenture Trustee on demand;

(n) ***Furnish information to Debenture Trustee***

Company shall give to the Debenture Trustee or its nominee(s)/ agent(s) such information/copies of relevant extracts as they shall require as to all matters relating to the business of the Company or any part thereof and to investigate the affairs thereof and the Company shall allow the Debenture Trustee to make such examination and investigation as and when felt necessary and shall furnish him with all such information as they may require and shall pay all reasonable costs, charges and expenses incidental to such examination and investigation;

(o) ***Specific Information to be provided to the Debenture Trustee***

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

(i) notice of any Event of Default or potential Event of Default, each as listed in **Section 7.6.1** (*Events of Default*);

(ii) periodic review of the ratings obtained by the Company by the credit rating agencies and any revision in the rating as per the listing agreement entered into with the stock exchange (if the Debentures are listed);

(iii) details of any material litigation, arbitration or administrative proceedings, etc. including those that are required to be disclosed to the stock exchange under the listing agreement entered into with the stock (if the Debentures are listed);

(iv) any and all information required to be provided to the Debenture Holders under the listing agreement that may be entered into between the Company and the BSE; and

(v) the declaration or distribution of dividend;

(p) ***Comply with Investor Education and Protection Fund requirements***

Company shall comply with the provisions of the Act relating to transfer of unclaimed/ unpaid amounts of interest on Debentures and redemption of Debentures to Investor Education and Protection Fund (IEPF), if applicable to it;

(q) ***Further assurances***

Company shall comply with:

(i) all Laws, rules, regulations and guidelines (including but not limited to environmental, social and taxation related Laws), as applicable in respect of the Debentures and obtain such regulatory approvals as may be required from time to time, including but not limited, SEBI LODR Regulations, SEBI NCS Listing Regulation and (iv) the provisions of the listing agreement to be entered into by the Company with the BSE in relation to the Debentures;

(ii) 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 thereof in performance of their duties in accordance therewith to the extent applicable to the Debentures;

(iii) any monitoring and/or servicing requests from Debenture Trustee; and

(iv) NBFC Directions on a continuing basis till the Debentures maturity.

(r) ***Filings***

If the Debentures are listed, the Company shall file with the BSE such information as required under Chapter V of SEBI LODR Regulation.

(s) ***Amounts to be reimbursed to the Debenture Trustee***

Company shall, 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;

(t) ***Delay in Security Creation***

Company shall in the event of any delay in the creation of first ranking and exclusive charge over the Hypothecated Assets within the timelines stipulated in the Hypothecation Agreement or in the event the Security Cover Ratio is not met on or prior to the First Security Cover Determination Date, the Company will, at the option of the Debenture Holders, either:

(i) refund the Application Money to the Debenture Holders; or

(ii) pay to the Debenture Holders additional interest at Default Interest Rate on the Outstanding Principal Amounts from the Deemed Date of Allotment till the creation of first ranking and exclusive charge over the Hypothecated Assets pursuant to the terms of the Hypothecation Agreement such that the Security Cover Ratio is met.

(u) ***Books of Account***

The Company shall keep proper books of account as required by the Act and therein make true and proper entries of all dealings and transactions of and in relation to the business of the Issuer and keep the said books of account and all other books, registers and other documents relating to the affairs of the Issuer at its registered office or, where permitted by Law, at other place or places where the books of account and documents of a similar nature may be kept and the Issuer will ensure that all entries in the same relating to the business of the Issuer shall at all reasonable times be open for inspection of the Debenture

Trustee and/or such Person or Persons as the Debenture Trustee shall, from time to time, in writing for the purpose, appoint and the Issuer shall permit the Debenture Trustee to visit the premises of the Issuer to inspect the same as and when required by the Debenture Trustee (at usual business hours of the Issuer) with a notice of 7 (seven) days in case there is no breach under the Transaction Documents and without any prior notice in the event of the occurrence and continuation of an Event of Default, a potential Event of Default or in extra-ordinary circumstances. Provided also that inspection should be done during normal business hours of the Issuer and without causing any disturbance to the day to day functioning of the Issuer.

(v) ***Corporate Governance***

(i) the Company shall maintain the highest standards of corporate governance in accordance with the NBFC Directions;

(ii) shall at all times until the redemption of all outstanding Debentures, ensure that there is at least 1 (one) independent director; and

(iii) the Company shall at all times comply with the NBFC Directions and Reserve Bank of India (Non-Banking Financial Companies – Credit Facilities) Directions, 2025 dated November 28, 2025 and any amendments from time to time.

(w) ***Conditions Subsequent***

Company shall comply with the conditions stipulated in the heading "*Conditions Subsequent to the Disbursement*" in **Section 6** (*Summary Terms*).

(x) ***Financial Covenants***

Company shall comply with the financial covenants stipulated in **Section 7.2** (*Financial Covenants*).

(y) ***Issue Terms and Conditions***

At all times during the term of these presents comply with each of the Issue Terms and Conditions.

(z) ***Internal Controls***

Company shall maintain appropriate internal controls 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.

(aa) ***Continuity from Promoters***

The Company shall cause and ensure that the Promoters continue to hold executive positions and Board membership until the Final Settlement Date.

(bb) ***Miscellaneous***

(i) The Company hereby agree and give consent for the disclosure by the Debenture Trustee or any Debenture Holder of all or any:

(a) information and data relating to the Company and any obligation assumed by it under any Transaction Document; and

(b) default, if any, committed by the Company in discharge of any obligation hereunder or any other Transaction Document,

as the Debenture Trustee/ Debenture Holder may deem appropriate and necessary to TransUnion CIBIL Limited ("CIBIL") and/or any other agency authorized in this behalf by the Reserve Bank of India.

(ii) The Company further agrees that-

(a) CIBIL and any other agency so authorized may use, process the said information and data disclosed by the Debenture Trustee/ Debenture Holders in the manner as deemed fit by it;

(b) CIBIL, and any other agency so authorized may furnish for consideration, the processed information and data or products thereof prepared by them, to banks/financial institutions and other credit grantors or registered users, as may be specified by the RBI in this behalf; and

(c) the Debenture Holders/ Debenture Trustee may, if required by law, statutory regulation, court order, subpoena or other similar legal process, disclose to banks/government and statutory authorities information in connection with the issue, Company etc.

(iii) The Company hereby consents to the Debenture Trustee and the Debenture Holders, their officers and agents disclosing information relating to the Company and its account(s) and/or dealing relationship(s) with the Debenture Trustee and/ or the Debenture Holders, including but not limited to details of its facilities, any security taken, transactions undertaken and balances and positions with the Debenture Trustee and/ or the Debenture Holders, to:

(a) the Debenture Holder Member / Debenture Trustee and their representatives in any jurisdiction, (together with the respective Debenture Holder, the "**Permitted Parties**");

(b) professional advisers, insurers or insurance brokers and service providers of the Permitted Parties who are under a duty of confidentiality to the Permitted Parties;

(c) any actual or potential assignee, novate, transferee, participant or sub-participant in relation to any of the Debenture Holders' rights and/or obligations under any agreement (or any agent or adviser of any of the foregoing), provided that such third party shall agree in writing to preserve the confidentiality of any confidential information relating to the Company received by it from the concerned Debenture Holder;

(d) any rating agency, or direct or indirect provider of credit protection to any Permitted Party; and

(e) as required by any Law or Governmental Authority with jurisdiction over any of the Permitted Parties.

(iv) The Company gives specific consent to the Debenture Trustee and Debenture Holders for disclosing / submitting the 'financial information' as defined in Section 3 (13) of the Insolvency and Bankruptcy Code, 2016 ("**Insolvency Code**") read with the relevant Regulations/ Rules framed thereunder, as amended and in force from time to time and as specified there under from time to time, in respect of the Debentures issued by the Company in terms of this Key Information Document/ the Debenture Trust Deed and in respect the security, mortgage and charge created/given to secure the repayment of Outstanding Amounts under this Key Information Document/ the Debenture Trust Deed, to any 'Information Utility' ("**IU**") as defined in Section 3 (21) of the Insolvency Code, in accordance with the relevant regulations framed under the Insolvency Code, and directions issued by the RBI from time to time and hereby specifically agrees to promptly authenticate the 'financial information' submitted by the Debenture Trustee or the Debenture Trustee, as and when requested by the concerned IU.

(v) The Issuer shall cause and ensure that Promoter Directors shall not extend his/her personal guarantee to debenture trustee/debenture holder in relation to issuance of senior secured non convertible debentures or similar instruments of the Issuer without prior written approval of the Initial Debenture Holder, which shall not be unreasonably withheld by the Initial Debenture Holder.

(cc) ***Information to Debenture Trustee***

The Issuer agrees and acknowledges that the Debenture Trustee/Holders shall have the right to seek such information regarding the Issuer, its Promoters and directors, as required by the Debenture Trustee/Holders from the Issuer, or various counterparties and third parties including but not limited to any credit information companies (CIC), bankers, its lenders or statutory or Governmental Authorities.

The Company shall promptly provide all assistance, documents and information to the Debenture Trustee as may be required by it to enable the Debenture Trustee to fulfill its obligations as may be required by SEBI from time to time.

7.5 **NEGATIVE COVENANTS**

The Issuer shall not without the prior written permission of the Debenture Trustee acting on the instruction of Majority Debenture Holders do or undertake to do any of the following mentioned below. In the event the Debenture Trustee does not provide its consent/dissent within 30 (thirty) calendar days of request submitted by the Company, it shall be construed as deemed consent. If the Debenture Trustee/Debenture Holders ask for any details with respect to such request for consent by the Company, such period shall be excluded from such calculation of 30 (thirty) calendar days

(a) ***Cessation or change of business***

(i) Cease or change the general nature of the business of the Company or a substantial part thereof from that which is being carried on as on the Deemed Date of Allotment.

(ii) Diversify, change or modify its line of business outside financial services under any circumstance.

(b) ***Change in Constitutional Documents***

Change or make any alteration to its Constitutional Documents if such amendment is prejudicial to the interests of the Debenture Trustee/Debenture Holders.

(c) ***Change in shareholding***

(i) Change its capital structure or shareholding, resulting in reduction of Promoter group shareholding below 30% of authorized share capital of the Company, change in Promoters directors or change in key managerial personnels; or

(ii) Grant in favour of any person, any interest in or any option in relation to any of the shares held by the Promoters, or any right to exercise any call or put option in relation to the shares held by the Promoters.

(d) ***Dividend***

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:

(i) 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);

(ii) no Event of Default has occurred and is then continuing, or could occur or is reasonably likely to occur, as a result of such payment or declaration of any dividend or distribution and after giving effect to any such action;

(iii) the Company is in compliance with the financial covenants set forth in **Section 7.2** (*Financial Covenants*); and

(iv) the company has paid or made satisfactory provision for the payment of the installments of principal and interest due on the Debentures.

(e) ***Arrangement/ consolidation, etc.***

Undertake or permit any demerger, consolidation, restructuring, re-organisation, scheme of arrangement or compromise or effect any scheme of amalgamation or reconstruction with its creditors or shareholders provided however that this restriction shall not apply in the event that the compliance with this restriction would result in the Company defaulting in relation to any of its obligations to pay the Outstanding Amounts in relation to the Debentures.

(f) ***Associates, Subsidiaries, and Joint Ventures***

Dispose of, acquire or incorporate any associates (as defined in the Act), subsidiary (as defined in the Act) or joint ventures without the prior written consent of the Majority Debenture Holders.

(g) ***Acquisition of shares***

Acquire any shares in any other entity, or any partnership interest or securities, or any business, assets or undertaking or make any investment, except in its ordinary course of business.

(h) ***Merger/ Acquisition***

The Issuer shall not, without the prior approval of Debenture Holders, enter into any transaction of merger, de-merger, consolidation, restructuring, re-organization, scheme of arrangement or compromise with its creditors or shareholders or effect any scheme of amalgamation or reconstruction.

(i) ***Joint Venture***

Without the prior written consent of the Majority Debenture Holders:

(i) acquire (or agree to acquire) any shares, stocks, securities or other interest in any joint venture; or

(ii) 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).

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

The Company shall not:

(i) repay any loans availed from Promoters, directors or related parties;

(ii) undertake to guarantee the liabilities of any individual or entity (unless the entity is a wholly owned subsidiary of the Company);

(iii) provide any guarantee endorse or in any manner become directly or contingently liable for or in connection with the obligation of any person other than itself, except in the ordinary course of business; other than the guarantee provided on account of the portfolio originated via business correspondence partnerships of the Issuer or as credit enhancement on securitisation transactions.

(k) ***Arm's length basis; No profit-sharing arrangements***

The Company shall not, without the prior written consent of the Majority Debenture Holders:

(i) enter into any transaction with any person or enter into or continue business relations with its shareholders, employees, Affiliate(s) (if applicable), holding company(ies), and/or subsidiary(ies) except on proper commercial terms negotiated on an arm's length basis;

(ii) 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 except on proper commercial terms negotiated on an arm's length basis and when it's within the ordinary course of business; or

(iii) enter into any management contract or similar arrangement whereby its business or operations are managed by any other person.

(l) ***Immunity***

Claim any immunity or limitation of liability against any payment obligations arising towards the Debenture Holders.

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

(m) ***Auditor***

Change its auditor (other than pursuant to operation of law), if any Event of Default or potential Event of Default has occurred and is subsisting.

(n) ***Liabilities***

Incur, create, assume, or allow any Financial Indebtedness that ranks prior to the Debentures or subordinates the Debentures.

(o) ***Change of Control***

Issue any additional shares or equity interests and shall not have its existing shares or equity interests transferred, sold, pledged or otherwise encumbered, if such action results in dilution of shareholding of the Promoters or key shareholders leading to change in Control of the Company. Any dilution of control over the Board composition, other than appointment of independent directors.

The Company will not purchase or redeem any of its issued shares or reduce its share capital without the Debenture Trustees' prior written consent;

(p) ***Disposal of Assets***

Sell, assign, transfer, or otherwise dispose of in any manner whatsoever any material assets, business or division of the Company (whether in a single transaction or in a series of transactions (whether related or not) or any other transactions which cumulatively have the same effect) other than any securitisation/portfolio sale of assets undertaken by the Company in its ordinary course of business.

(q) ***Management Control***

Any change in management Control of the Company.

(r) ***Material compromise or Settlement***

Enter into material compromise or arrangement or settlement with any of its creditors (secured and unsecured) that would prejudicially affect the interest of the Debenture Holders.

(s) ***Anti-money laundering***

Permit any of the Debenture proceeds to be used to fund any form of violent political activity, terrorists or terrorist organizations, nor any money laundering process or scheme to disguise illegally obtained funds, nor any other criminal activity including arms sales, drug trafficking, robbery, fraud or racketeering.

(t) ***Related Party Transactions***

(i) The Company shall not directly or indirectly lend to any of its Group Entities (if applicable), or to its Promoters (as defined in the Act), directors or any related parties except in ordinary course of business ;

(ii) The Company shall not enter into related party transaction (other than in arms' length price and in ordinary course of business related to lending activities).

(u) ***Financial Year***

Company shall not change its Financial Year-end from 31st March (or such other date as may be approved by Majority Debenture Holders) without the prior written consent of the Debenture Trustee.

(v) ***Accounting Standards***

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

(w) ***Breach of Financial Covenants***

Incur any further Financial Indebtedness directly or indirectly, contract, create, incur, assume or suffer or otherwise become or be liable for any debt and/or enter into borrowing arrangements, whether secured or unsecured (including by way of issuance of any kind of debentures or acceptance of deposits from public) with any other person or bank or financial institution or otherwise, if incurring such Financial Indebtedness might be expected to breach any of the Financial Covenants.

(x) ***Buyback***

Redeem, purchase, buyback, retire, return or repay any of its equity share capital or resolve to do so.

(y) ***Rematerialisation***

Rematerialisation of the Debentures by the Company.

(z) ***Security***

Transfer, sell, assign or create any encumbrance on the Hypothecated Assets and or any other security provided under the Transaction Documents.

(aa) ***Proceeds of the issuance***

Use the proceeds under the Debentures for the purposes other than as stipulated under the Transaction Documents.

(bb) ***Material Adverse Effect***

(i) Sell, transfer or otherwise dispose off any of its assets on terms by which they are or may be leased to or re-acquired by it or any person controlled by it, where such sale, transfer or disposal may cause a Material Adverse Effect.

(ii) Sell, transfer or otherwise dispose of any of its receivables on recourse terms, where such sale, transfer or disposal can cause a Material Adverse Effect.

(iii) Enter into any preferential arrangement having a similar effect as the above, where such preferential arrangement can cause a Material Adverse Effect.

(iv) Knowingly enter into any contractual obligation which can cause a Material Adverse Effect.

(v) Make (and has not made) any amendments, modifications or changes to any instruments, agreements or contracts to which it is a party, where such amendments, modifications or changes have a Material Adverse Effect or such modification/amendment adversely affects the rights of the Debenture Holders under the Transaction Documents.

(cc) ***Event of Default***

Without prior approval of the Debenture Trustee, if there are defaults or Event of Defaults occurred or subsisting, Issuer shall not:

(i) Declare, make or pay any dividend, charge, fee or other distribution (or interest on any unpaid dividend, charge, fee or other distribution) (whether in cash or in kind) on or in respect of its share capital (or any class of its share capital) or any warrants for the time being in issue;

(ii) make any payment (including by way of set-off, combination of accounts or otherwise) by way of interest, or repayment, redemption, purchase or other payment, in respect of any shareholder facility, facility stock or similar instrument;

(iii) repay or distribute any dividend or share premium reserve or capital redemption or any un distributable reserve; or

(iv) pay or allow any member of the Issuer' Group Entities (if applicable) to pay any management, advisory or other fee to or to the order of any of the shareholders or other Affiliates (if applicable).

(dd) ***Sanctions and Anti-Corruption***

(i) not directly or indirectly use any monies advanced under any Debentures or lend, contribute or otherwise make available such monies to any subsidiary or other person where the purpose or effect of such monies being used, lent, contributed or otherwise made available:

(A) is to fund or facilitate any activity that would at that time be in breach of sanctions or be an activity with, or for the benefit of, a sanctioned person; or

(B) could reasonably be expected to result in a breach of sanctions by the Debenture Holders.

(ii) shall not directly or indirectly fund all or any part of a payment to a Debenture Holder out of proceeds derived from any business or transaction which is prohibited by sanctions, which is with a sanctioned person or which would otherwise result in a breach of sanctions by the Debenture Holder.

(iii) not directly or indirectly use the proceeds of the Debentures for any purpose which would breach Anti-Corruption Laws.

(ee) ***Wilful Default***

Not induct, on its board, a promoter or director of a company which has been identified as a 'Wilful Defaulter' as per guidelines issued by the RBI. If any director/ promoter becomes a wilful defaulter while being director on the board of the Issuer, the Issuer undertakes to get such promoter/director removed from the board of the Issuer.

(ff) ***Others***

i. Do or voluntarily suffer or permit to be done any act or thing whereby its right to transact its businesses might or could be terminated or whereby payment of Outstanding Amounts might or would be hindered or delayed.

ii. Close any bank accounts or affect any change in the authorized signatories upon which post dated/ undated cheques and/or NACH Mandates have been issued to the Debenture Trustee/ Debenture Holder.

iii. Enter into or perform any transaction (including but not limited to loans or advances and investments by way of share capital and excluding related party transactions) other than in its ordinary course of business.

iv. Enter into any arrangement under which money or the benefit of a bank or other account may be applied, set-off or made subject to a combination of accounts which might impair the Issuer's right to enforce the security created in favour of the Issuer;

v. (v) Change its name from that existing on the Deemed Date of Allotment; and/or

vi. Without prejudice to Clause (c) (*Change in shareholding*) of this **Section 7.5** (*Negative Covenants*), permit sale/ transfer/ disposal of (i) equity shares of the Company, or (ii) instruments that are compulsorily and mandatorily convertible into equity shares of the Company, by the Promoter(s) and/ or (iii) permit the Promoter(s) to exit from management activities in relation to the Company, and/or (iv) any further issuance of equity shares or convertible instruments.

7.6 **EVENTS OF DEFAULT AND REMEDIES**

7.6.1 **Events of Default**

(a) ***Payment Defaults***

The Company does not pay on the Due Date any amount payable pursuant to this Key Information Document, the Transaction Documents and the Debentures (including but not limited to penal interest, if any) at the place at and in the currency in which it is expressed to be payable.

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

(i) The Company is unable or admits inability to pay its debts as they fall due, suspends making payments on any of its debts or, by reason of actual or anticipated financial difficulties, commences negotiations with one or more of its creditors with a view to rescheduling any of its Financial Indebtedness.

(ii) The Company is (or deemed by Law or a court to be) insolvent or bankrupt or unable to pay its debts or stops or suspends payments of all its debts, makes a general assignment or an arrangement or composition with or for benefit of the relevant creditors in respect of any such debts or a moratorium is agreed or declared in respect of or affecting all the debts of the Company.

(iii) Any distress, attachment, execution or other legal process is levied, enforced or sued out on or against any material part of the property, assets, or revenues of the Company and is not discharged or quashed or stayed within 15 (fifteen) days.

(c) ***Charge over Hypothecated Assets***

The Company creates or attempts to create any charge on the Hypothecated Assets or any part thereof, in addition to the charge created pursuant to the Hypothecation Agreement without the consent of the Majority Debenture Holders.

(d) ***Business***

(i) The Company without obtaining the prior consent of the Majority Debenture Holders ceases to carry on its business or gives notice of its intention to do so.

(ii) Any change of its business by the Issuer outside of that which is permitted as a non-deposit accepting or holding non-banking financial company registered with the RBI or the Issuer changes the nature of its business, except with the prior permission of the Debenture Trustee.

(iii) The withdrawal, failure of renewal, or failure of the Issuer to receive any statutory or regulatory approval in any relevant jurisdiction in relation to any Debentures or revocation of any authorisations of the Issuer relating to the availing of the Debentures or the conduct of its business.

(e) ***Security in Jeopardy***

(i) The Issuer does not have/ cease to have clear and marketable title to the Hypothecated Assets or any such other reason which the Debenture Trustee believes would jeopardise the Hypothecated Assets;

(ii) The security over the Hypothecated Assets is not created/provided and perfected or any guarantee or Security Cover Ratio under any Debentures is not provided within the timelines/maintained as stipulated under Transaction Documents;

(iii) In the opinion of the Debenture Trustee the Hypothecated Assets is in jeopardy or endangered in any manner whatsoever or any rights of the Issuer is not in full force or effect as per the terms under the Transaction Documents;

(iv) If, the security provided pursuant to the Hypothecation Agreement depreciates in value to such an extent that in the reasonable opinion of the Trustee further security should be given and on advising the Company to that effect such security has not been given to the Debenture Trustee to their satisfaction;

(v) If, without the prior written approval of the Debenture Trustee, the Hypothecated Assets or any part thereof is transferred, assigned, charged, encumbered or alienated but no prior approval shall require for the replacement of assets comprising the Hypothecated Assets with other similar assets; or

(vi) the value of the Hypothecated Assets is insufficient to maintain the Security Cover Ratio and Company fails to maintain the minimum-Security Cover Ratio specified in the Hypothecation Agreement within the stipulated timelines in the Hypothecation Agreement.

(f) ***Misrepresentation***

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

(g) ***Material Adverse Change***

(i) There shall have occurred a change in the business, operations, property, Assets, liabilities, condition (financial or otherwise) or prospects of the Company since the date hereof that has resulted in a Material Adverse Effect.

(ii) Issuer transfers or assigns its rights and/or obligations under any contract to which it is a party and which is material to its business, where such transfer or assignment might be reasonably expected to have a Material Adverse Effect.

(h) ***Liquidation or Dissolution of the Company / Appointment of Receiver or Liquidator***

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

(A) the suspension of payments, a moratorium of any Financial Indebtedness, winding-up, dissolution, administration or re-organisation (by way of voluntary arrangement, scheme of arrangement or otherwise) of the Company or its Affiliate (if applicable);

(B) a composition, compromise, settlement, assignment or arrangement with any creditor of the Company or its Affiliate (if applicable);

(C) the appointment of a liquidator, provisional liquidator, supervisor, receiver, administrative receiver, administrator, compulsory manager, trustee or other similar officer in respect of all or any part of the undertaking of the Company or its Affiliate (if applicable); or

(D) the Company or its Affiliate (if applicable), in respect of any reference or enquiry or proceedings commenced, before the National Companies Law Tribunal or under any mechanism or prescription of the RBI in respect of resolution/restructuring of stressed assets (including without limitation, under the RBI's circular no. DOR.STR.REC.276/21.04.048/2025-26 dated November 28, 2025 on "Reserve Bank of India (Non-Banking Financial Companies – Resolution of Stressed Assets) Directions, 2025" (as amended or modified or restated from time to time));

(E) the commencement of an insolvency resolution process under the (Indian) Insolvency and Bankruptcy Code, 2016 (to the extent applicable) or under any other applicable Law, in respect of the Company or its Affiliate (if applicable); or

(F) A petition for the reorganization, arrangement, adjustment, winding up or composition of debts of the Company is filed on the Company (voluntary or otherwise) or have been admitted or makes an assignment for the benefit of its creditors generally and such proceeding is not contested by the company for staying, quashing or dismissed within 15 (Fifteen) days;

(G) enforcement of any security over any Assets of the Company or its Affiliate (if applicable).

Any other event occurs or proceeding instituted under any applicable Law that would have an effect analogous to any of the events listed in sub-Clauses (A) to (F) above.

(ii) An order is made or an effective resolution passed for the winding up or dissolution, judicial management or administration of the Company, or the Company ceases to carry on all of its business or operations, except for the purpose of and followed by a reconstruction, amalgamation, re-organization, merger or consolidation on terms approved by Resolution of Debenture Holders.

(i) ***Cross Default***

(i) Any Financial Indebtedness of the Issuer or its Group Entities (if applicable) or any of their respective subsidiaries is not paid when due nor within any originally applicable grace period;

(ii) Any Financial Indebtedness of the Issuer or its Group Entities (if applicable) or any of their respective subsidiaries is declared to be or otherwise becomes due and payable prior to its specified maturity as a result of any actual/potential event of default or any other similar event (however described);

(iii) Any commitment for any Financial Indebtedness of the Issuer its Group Entities (if applicable) or any of their respective subsidiaries 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);

(iv) Any creditor of the Issuer or its Group Entities (if applicable) or any of their respective subsidiaries, become entitled to declare any Financial Indebtedness of the Issuer as due and payable prior to its specified maturity as a result of an event of default (however described).

(j) ***Creditors' Process***

(i) All or a material part of the undertaking, Assets, rights or revenues of the Company or any of its Group Entities (if applicable) are condemned, seized, nationalised, expropriated or compulsorily acquired, or shall have assumed custody or control of the business or operations of the Company or any of its Group Entities (if applicable), or shall have taken any action for the dissolution of the Company or any of its Group Entities (if applicable), or any action that would prevent the Company or any of its Group Entities (if applicable), their member, or their officers from carrying on their business or operations or a substantial part thereof, by or under the authority of any Government or any Government Authority.

(ii) The Company or any of its Group Entities (if applicable) do not inform the Debenture Trustee of one or more of the other creditors of the Company or any of its Group Entities (if applicable)accelerating the payment obligations on the grounds of a material adverse change (howsoever described) or a material adverse effect (howsoever described) in the financial, operational or regulatory conditions governing the Company or any of its Group Entities (if applicable).

(iii) The Company or any of its Group Entities (if applicable) has voluntarily or involuntarily becomes the subject of proceedings under any bankruptcy or insolvency laws and such proceedings have been admitted by a competent court or the Company or any of its Group Entities (if applicable) is voluntarily or involuntarily dissolved.

(iv) The Company or any of its Group Entities (if applicable) is adjudged insolvent or takes advantage of any law for the relief of insolvent debtors.

(v) Any expropriation, attachment, garnishee, sequestration, distress or execution affects any Receivables constituting Hypothecated Assets or part thereof.

(k) ***Judgments Defaults***

One or more judgments or decrees entered against the Company involving a liability (not paid or not covered by a reputable and solvent insurance company), individually or in the aggregate, exceeding 5% (five percent) of the Net Worth of the Company.

(l) ***Transaction Documents***

(i) this Key Information Document or any other Transaction Document in whole or in part, are terminated or cease to be effective or cease to be a legally valid, binding and enforceable obligation of the Company.

(ii) In the opinion of the Debenture Trustee, any of the Transaction Documents fails to provide the security interest, rights, title, remedies, power or privileges intended to be created thereby (including the priority intended to be created thereby), or such security interests do not have the priority contemplated under the Transaction Documents, or the security interest created thereunder become unlawful, invalid, or unenforceable.

(iii) The Transaction Documents or any provision thereof are required by any law to be amended, waived, or repudiated and the same is done without the consent of the Debenture Trustee (acting on the instructions of the Debenture Holder) and/or such amendments/ waivers are prejudicial to the interests of the Debenture Holders.

(iv) Any default is committed by the Issuer in performance or observance of or compliance with any covenant (including but not limited to breach of affirmative covenants, negative covenants, financial covenants, reporting covenants as set out in the Transaction Documents), or breach of any condition or provision contained or obligation in the Transaction Documents, breach of any statement, representation, warranty or confirmation made herein or the Issuer's proposal / application or Transaction Documents or otherwise on the part of the Issuer(s) or any third party in any respect as at the date on which it is made, or there being any change in the circumstances as set out in such representation or warranty.

(m) ***Unlawfulness***

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

(n) ***Repudiation***

The Company repudiates any of the Transaction Documents, or evidences an intention to repudiate any of the Transaction Documents.

(o) ***Information Covenants***

The failure to comply with any reasonably monitoring and/or servicing requests from Debenture Holders, including its monthly, quarterly, annual and event-based reporting requirements as required under the reporting covenants prescribed in **Section 7.3** (*Reporting Covenants*).

(p) ***Government Intervention***

(i) Any step is taken by Governmental Authority or agency or any other competent authority, with a view to the seizure, condemnation, compulsory acquisition, expropriation or nationalisation of all or (in the opinion of the Debenture Trustee) a material part of the assets of the Company which is material to the Company;

(ii) Any Governmental Authority having assumed custody or control of the business or operations of the Company or having taken any action for the dissolution of the Company or any action that would prevent the Company or its officers from carrying on its business or operations thereof;

(iii) Any step is taken by Governmental Authority or agency or any other competent authority, with a view to regulate, administer, or limit, or assert any form of administrative control over the rates applied, prices charged or rates of return achievable, by the Issuer in connection with its business; or

(iv) The Company's organizational or legal status, or any license or franchise is revoked or suspended by any Governmental Authority or authority after the Company has exhausted all remedies and appeals relating thereto.

(q) ***Delisting***

If the Debentures are listed and any Debenture is subsequently delisted from any exchange on which it is listed without the prior written consent of the Debenture Trustee.

(r) ***Cessation***

The Company or its group companies ceases or threatens to cease to carry on the main business it is currently engaged in.

(s) ***Alteration in Constitutional Documents***

The Company, without the previous consent in writing of the Debenture Trustee, makes or attempts to make any alteration in the provisions of its Constitutional Documents where (i) such change might in the opinion of the Debenture Trustee detrimentally affect the interests of the Debenture Holder(s) and (ii) the Company refuses or neglects to or is unable to rescind such alteration.

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

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

(u) ***Erosion of Net Worth***

The Debenture Holders' assessment from quarterly or annual financial reporting from the company, or at any time certified by an accountant of a firm or chartered accountant appointed by the Debenture Trustee (which the Debenture Trustee is entitled and hereby authorized to do so at any time), that the net worth (as defined in the Act) of the Company has eroded by 50% or more.

(v) ***Merger***

The rearrangement or consolidation or amalgamation with or merger with or into, or receiving of all or substantially all the assets or obligations of, another entity, or any action for reorganisation of capital without the prior written consent of the Debenture Trustee.

(w) ***Sale, disposal***

Sale, transfer, or other disposition of all or substantially all of the Company's Assets other than in the normal course of business of the Company.

(x) ***Third party***

(i) A default or Event of Default occurs on account of a breach of representation or breach of an information covenant under the terms of any other agreement involving borrowed money or the extension of credit or any other Financial Indebtedness under which the Company may be obligated as a borrower or guarantor and pursuant to which the Company is called upon to and makes a prepayment to a 3rd party without the prior written consent of the Debenture Holder. Such consent shall not be unreasonably delayed or withheld by the Debenture Holders.

(ii) Any contract to which the Company is a party and which is material to the Company’s business is rescinded, repudiated or terminated prior to its specified term, or the Issuer evidences an intention to rescind, repudiate or terminate such a contract where such termination might be reasonably expected to have a Material Adverse Effect.

(y) ***Management Control and change in Control***

(i) Any change in Control of the Company, without prior written consent from the Debenture Trustee.

(ii) Any change in the shareholding structure of the Company, other than in accordance with the terms of the Transaction Documents.

(iii) Any change in the capital structure of the Company, other than in accordance with the terms of the Transaction Documents.

(iv) Any change in the voting rights or voting powers of any person from those subsisting as of the Deemed Date of Allotment, including in respect of representation on the board of directors of the Company or the ability to nominate an appointee on the board of directors of the Company.

(z) ***Willful default***

Any Promoters or directors or key management personnel of the Company is/are declared as willful defaulter by any competent authority or accused of, charged with, arrested or convicted of a criminal offence, any material act of fraud, embezzlement, misstatement, misappropriation or siphoning off of the Company/ Promoters funds or revenues, dishonesty or which otherwise impinges on the integrity of the Promoter/s and/or director, including any accusations, charges and/or convictions of any offence relating to bribery or any other act having a similar effect being committed by the management or an officer of the Company.

(aa) ***Fraud and Embezzlement***

Any act of fraud, embezzlement, misstatement, misappropriation or siphoning off of the Issuer or the Promoter funds or revenues or any other act having a similar effect being committed by the management or an KMP of the Issuer.

(bb) ***Force Majeure***

Occurrence of a Force Majeure Event, where Company will get a period of 15 (fifteen) calendar days to make a representation to the Debenture Trustee and upon expiry of such 15 (fifteen) calendar days, it will be construed as an Event of Default.

(cc) ***Litigation***

(i) Any litigation, arbitration, investigative or administrative proceeding, dispute or action, is pending pursuant to which the Company are restrained from entering into the Transaction Documents to which they are a party or from exercising any of its rights under or compliance with its obligations under the Transaction Documents to which they are a party.

(ii) Any litigation, arbitration or administrative or governmental proceedings or investigations of, or before, any court, arbitral body or agency are started, or any judgment or order of a court, arbitral body or agency is made, in relation to any Transaction Security or the Transaction Documents or any transactions contemplated in the Transaction Documents or against the Company or its assets, which have, or has, or are, or is, likely to have a Material Adverse Effect.

(dd) ***Purpose***

All or any part of any Issue is not utilised for the Purpose for which it is sanctioned/ granted and/or fails to furnish details/certificate with respect to its utilisation.

(ee) ***Rating Downgrade***

Any downgrading of credit rating of the Debentures, the Company or any of its credit facility(ies), instruments or any security(ies) (including capital market instruments) by 2 (two) notches.

(ff) ***Breach of Covenants***

(i) Any breach of affirmative covenants mentioned in **Section 7.4** (*Affirmative Covenants*);

(ii) Any breach of negative covenants mentioned in **Section 7.5** (*Negative Covenants*);

(iii) Any breach of financial covenants stipulated in **Section 7.2** *(Financial Covenants)* and such breach is not remedied (if capable of remedy).

(iv) Any breach of reporting covenants mentioned in **Section 7.3** *(Reporting Covenants);*

A breach by the Company of any of its obligations and covenants provided in terms of this Key Information Document or other Transaction Documents (other than (a) to (ff) above).

7.6.2 **Consequences of an Event of Default**

1 If one or more of the events specified in **Section 7.6.1** (*Events of Default*) occur(s), the Debenture Trustee may, in its discretion, that is, without requiring any consent or confirmation of the Company, and upon request in writing of Majority Debenture Holders (majority for the purposes of this Clause 4.1 (*Events of Default*) shall be determined under each respective ISIN) or by a Majority Resolution duly passed at the meeting of the Debenture Holders held hereto by a notice in writing to the Company initiate the following course of action:

(a) require the Company to mandatorily redeem the Debentures and repay the principal amount on the Debentures, along with accrued but unpaid interest, and other costs, charges and expenses incurred under or in connection with this Key Information Document and other Transaction Documents;

(b) declare all or any part of the Debentures to be immediately (or on such dates as the Debenture Trustee may specify) due and payable, whereupon it shall become so due and payable;

(c) enforce any security created pursuant to the Hypothecation Agreement in accordance with its terms, as may be set out herein or therein, towards repayment of the Debentures;

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

(e) to appoint a nominee director as per the Debenture Trustees Regulations on the board of directors of the Company or to appoint an observer to all meetings of the board of directors of the Company,

(f) take necessary action of either enforcing the Security or entering into the Inter Creditor Agreement or take any other action as decided in the meeting of Debenture Holder(s) based on the decision of the Majority Holder(s), including the decision of formation of a committee of the Debenture Holder(s) to participate in the ICA or to enforce the Security or as may be decided in the meeting of Debenture Holder(s). Such a committee, if decided to be formed, may comprise of the designated members representing the interest of the ISIN level Debenture Holder(s) under the Debentures and be responsible to take decisions which shall be binding on the specific ISIN level Debenture Holder(s) relating to ICA matters, or in relation to enforcement of the Security, or take any other action as may be decided by the Debenture Holder(s),from time to time. The Debenture Trustee(s) may in accordance with the decision of the Debenture Holder(s), sign the ICA and consider the resolution plan, if any, on behalf of the Debenture Holder(s)/ Beneficial Owners in accordance with the requirements under the extant RBI guidelines, SEBI circulars, guidelines and other applicable Laws.

(g) The Debenture Trustee shall inform the Designated Stock Exchange seeking release of the Recovery Expense Fund. The Debenture Trustee shall follow the procedure set out in Chapter IV of the Master Circular for Debenture Trustees and the SEBI circular '*Modifications to Chapter IV of the Master Circular for Debenture Trustees dated August 13, 2025*' for utilization of the Recovery Expense Fund and be obligated to keep proper account of all expenses, costs incurred out of the Recovery Expense Fund.

(h) take all such other action expressly permitted under this Key Information Document or in the other Transaction Documents or permitted under the Law including invocation of guarantee (if applicable);

(i) exercise such other rights as the Debenture Trustee may deem fit under applicable Law to protect the interest of the Debenture Holders;

(j) the Debenture Trustee shall have the right to purchase the receivables comprising the Hypothecated Receivables in whole or in part towards set-off against the outstanding due amounts of the issuance;

(k) the Debenture Trustee (acting on the instructions of the Debenture Holders) has the option (but not the obligation) to require the Obligors underlying the loans hypothecated to secure the Debentures to directly deposit all interest and principal instalments and other amounts in respect of the relevant loans in the account specified by the Debenture Trustee (acting on the instructions of the Debenture Holders). All such payments will be used to discharge the amounts outstanding and due from the Company in respect of the Debentures and shall also be considered valid discharge by the Issuer of the obligations of the aforementioned Obligors;

(l) enter into performance of any obligations under any inter-creditor agreement (pursuant to the RBI's circular no. DOR.STR.REC.276/21.04.048/2025-26 dated November 28, 2025 on "Reserve Bank of India (Non-Banking Financial Companies – Resolution of Stressed Assets) Directions, 2025", as amended, modified or restated from time to time) or any resolution plan shall be in terms of the Master Circular for Debenture Trustees; and

(m) take all such other action as is expressly permitted under the Transaction Documents or permitted under applicable Law (including initiating any insolvency proceedings under the Insolvency and Bankruptcy Code, 2016).

2 **Dividend**

As long as Event of Default subsists or if the Debenture Trustee has exercised any of the remedies under this clause, then until the rectification of the Event of Default or until the redemption of the Debentures in full to the satisfaction of the Debenture Trustee, the Company shall not, without the prior written consent of the Majority Debenture Holders, declare or pay any dividend or make any distribution of its share capital or purchase or redeem or otherwise acquire any part of its own share capital or in any other way transfer funds from the Company to the shareholders.

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

If any Event of Default or any event which, after the notice, or lapse of time, or both, would constitute an Event of Default, has happened, the Company shall, forthwith give notice thereof to the Debenture Holders and the Debenture Trustee in writing specifying the nature of such Event of Default, or of such event. Provided that if the Company fails to provide such notice, then the same shall also be considered as an Event of Default and the Debenture Trustee would be entitled to enforce its rights and obligations of Company as per terms of this Key Information Document even in absence of such notice.

4 **Right to Disclose/Publish the Names of the Company and its Directors as Defaulters**

In the event of the Company committing default in the repayment of any instalment in relation to the Debentures or the payment of interest on the applicable Due Dates, the Debenture Holders/Debenture Trustee shall have an unqualified right to disclose the name of the Company and its directors to RBI/or any other statutory/regulatory authority. The Trustee and/or RBI and/or any other Governmental Authority shall have the right to publish the name of the Company and its directors as defaulters in such manner and through such medium as they in their absolute discretion may think fit.

7.7 **NOMINEE DIRECTOR**

1. The Issuer acknowledges and consents to the rights of the Debenture Trustee to appoint and replace from time to time, in terms of the Companies Act in the event of:
   (a) default in Redemption of Debentures or repayment of Coupon or any other Outstanding Amounts; or
   (b) Upon the occurrence 2 (two) consecutive Payment Defaults; or
   (c) Any default in creation of Security by the Issuer.

   1 (one) Nominee Director that shall be appointed and the Issuer will take all corporate action to effectuate such right. No Person other than the Debenture Trustee shall have the right to appoint or replace the Nominee Director appointed by the Debenture Trustee/Debenture Holders.

2. The Nominee Director shall:
   (a) not be required to hold qualification shares nor be liable to retire by rotation; and
   (b) be entitled to receive all notices, agenda, etc. and to attend all general meetings and meetings of the Board and meetings of any committees of the Board of which (s)he is a member, at least 7 (seven) Business Days prior to such meeting.

3. Upon appointment of such Nominee Director, the Issuer shall provide to the Debenture Trustee minutes of all meetings of its Board and shareholders along with relevant documents within 5 (five) days of such meeting(s).

4. If, at any time, the Nominee Director is not able to attend a meeting of the Board or any of its committees of which (s)he is a member, the Debenture Trustee may depute an observer to attend the meeting. The expenses incurred by the Debenture Trustee in this connection shall be borne and payable by the Issuer.

5. The Nominee Director shall furnish to the Debenture Trustee reports of the proceedings of all such meetings and the Issuer shall not have any objection to the same.

6. The appointment/removal of the Nominee Director shall be by notice in writing by the Debenture Trustee, addressed to the Issuer and shall (unless otherwise indicated in such notice) take effect forthwith upon such a notice being delivered to the Issuer.

7. Any reasonable expenditure incurred by the Debenture Trustee and/ or the Nominee Director in connection with the appointment of directorship shall be borne and payable by the Issuer.

8. The Nominee Director shall be entitled to seek appointment of an alternate director for itself.

9. The Nominee Director shall not be construed as "key managerial personnel" of the Issuer or an "officer who is in default".

10. The Issuer shall indemnify the Nominee Director against any and all actual expenses which the Nominee Director incurs or become obligated to incur in connection with any proceeding that the Nominee Director was, is or becomes a party to, or witness or participant (including on appeal) in, or is threatened in writing to be made a party to, or witness or participant (including on appeal) in, as a result of any wilful omission or misconduct of or by the Issuers or their employees as a result of which, in whole or in part, the Nominee Director is made a party to, or otherwise incurs any actual loss pursuant to, any action, suit, claim or proceeding arising out of or relating to any such conduct, or any action or failure to act undertaken by the Nominee Director at the request of the Issuer, or contravention of any applicable Laws in respect of the business of the Issuer including, without limiting the generality of the foregoing, applicable Laws relating to provident fund, gratuity, labour, environment and pollution, and any action or proceedings taken against a Nominee Director in connection with any such contravention or alleged contravention but excluding any losses, expenses, damages, proceedings, claims arising as a result of any wilful default, gross negligence or fraud of the Nominee Director.

    Without prejudice to the aforesaid, the Debenture Trustee (acting on the instructions of Majority Debenture Holders) shall, upon the occurrence of an Event of Default, have a right to nominate an observer to the board of directors the Issuer ("**Observer**"). In the event the Debenture Trustee nominates an Observer then, the quorum for the meeting of the board of the Company and the key committees of the board of the Company or the meetings of the shareholders of the Company shall require the presence of the Observer. The Observer shall only be permitted to participate in discussions of the board and the committees and shall not be entitled to vote on any matter.

7.8 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

(a) 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.

(b) 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.

(c) 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.

(d) In the event of default, the Debenture Trustee may get reimbursed from the REF for all the related activities for enforcement/ legal proceedings including but not limited to obtaining various consents from debenture holders, voting process, holding of meetings of debenture holders, filing court applications, legal fees, expenses for asset recovery services, appointment of legal consultants in respect of enforcement/ legal proceedings in the event of default.

(e) In case the utilization of REF is for purposes explicitly specified under paragraph (d) above, prior approval from the Debenture Holders shall not be required. Debenture Trustee shall intimate debenture holders through mail and upload on its website regarding the reimbursement from REF. In case the utilization of REF is for purposes other than explicitly mentioned in paragraph (d) above, the Debenture Trustee shall obtain prior consent of the holders of the debt securities and shall inform the same to the Designated Stock Exchange.

(f) Debenture Trustee shall inform the Designated Stock Exchange to release the amount from the REF and submit an independent auditor’s certificate regarding the expenses incurred to the Stock Exchange, which shall be verified by the Stock Exchange before release of the amount from the REF to the Debenture Trustee.

(g) The Designated Stock Exchange shall release the amount lying in the REF to the Debenture Trustee within five working days of receipt of such intimation.

(h) The Debenture Trustee shall keep a proper account of all expenses incurred out of the funds received from REF.

(i) The Debenture Trustee shall on an annual basis update the debenture holders regarding the utilization of such funds.

(j) The balance in the Recovery Expense Fund shall be refunded to the Company on repayment to the Debenture holders for which a ‘No Objection Certificate (NOC)’ shall be issued by the Debenture Trustee(s) to the Designated Stock Exchange. The Debenture Trustee shall satisfy that there is no ‘default’ on any other listed debt securities of the Company before issuing the NOC.

(k) The Debenture Trustee shall supervise the implementation of the conditions, creation of Recovery Expense Fund as applicable.

(c) Requirements Under The LODR Regulations

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

(d) Due Diligence

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

(i) the Debenture Trustee shall carry out due diligence on continuous basis to ensure compliance by the Company, with the provisions of the Act, the LODR Regulations, the Debt Listing Regulations, the Debenture Trustees Regulations, the listing agreement of the stock exchange(s) where the Debentures are listed, the Transaction Documents, and any other regulations issued by SEBI pertaining to the Issue;

(ii) 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

(iii) 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.

(b) The Company shall submit documents/ information as the Debenture Trustee may require to conduct continuous and periodical due diligence and monitoring of the Transaction Security or the assets on which security interest/ charge is created, which shall *inter alia*, include:

(i) 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;

(ii) details with respect to defaults, if any, with regard to payment of interest or redemption of Debentures;

(iii) details with respect to the implementation of the conditions regarding creation of the Transaction Security for the Debentures, debenture redemption reserve if applicable and Recovery Expense Fund;

(iv) details with respect to the Hypothecated Assets of the Company and of the guarantors (to the extent applicable) to ensure that they are sufficient to discharge the interest and principal amount at all times and that such Hypothecated Assets are free from any other encumbrances except those which are specifically agreed to by the Debenture Holders;

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

(vi) details with respect to redemption of the Debentures;

(vii) (to the extent applicable) details with respect to dispatch of the debenture certificates and interest warrants, credit of the debentures in the demat account of the Debenture Holders and payment of amounts upon redemption of Debentures to the Debenture Holders due to them within the stipulated time period in accordance with the applicable Law;

(viii) (to the extent applicable) reports from the lead bank regarding the progress of the project relating to the proceeds of the Issue;

(ix) details regarding monitoring of utilisation of funds raised in the issue of the Debentures;

(x) (to the extent applicable) certificate from the statutory auditors of the 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

(xi) such other documents or information as may be required by the Debenture Trustee in accordance with the applicable Law.

(c) Without prejudice to any other provision of the Debenture Trust Deed/ this Key Information Document and the other Transaction Documents, the Company shall:

(i)provide such documents/information and assistance to the Debenture Trustee as may be required by the Debenture Trustee to carry out the necessary due diligence and monitor the security cover on a quarterly basis in the manner as may be specified by SEBI from time to time;

(ii) to the extent applicable, submit a certificate from the statutory auditor on a quarterly basis, regarding the maintenance of security cover in accordance with the terms of the Disclosure Documents and the other Transaction Documents including compliance with the covenants of the Disclosure Documents and the other Transaction Documents within timelines as specified under SEBI Listed Debentures Circulars and Regulations, or such other circulars issued by SEBI from time to time;

(iii) 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.

(iv) The Company shall submit the all such reports/ certification to the Debenture Trustee within the following timelines as to enable the Debenture Trustee to submit the following reports/ certification to Stock Exchange within the timelines specified:

REPORTS/CERTIFICATES	**TIMELINES FOR SUBMISSION REQUIREMENTS TO THE DEBENTURE TRUSTEE**	**TIMELINE FOR SUBMISSION OF REPORTS/CERTIFICATIONS BY DEBENTURE TRUSTEE**
Security cover certificate	Quarterly basis within 60 (sixty) days from end of each quarter except last quarter when submission is to be made within 75 (seventy five) days or such other timelines as	Quarterly basis within (A) 75 (seventy five) days from each Quarterly Date (other than March 31 of the relevant calendar year), and (B) 90 (ninety) days from March 31 of the relevant calendar year or such other timelines as

REPORTS/CERTIFICATES	TIMELINES FOR SUBMISSION REQUIREMENTS TO THE DEBENTURE TRUSTEE	TIMELINE FOR SUBMISSION OF REPORTS/CERTIFICATIONS BY DEBENTURE TRUSTEE
	prescribed under Applicable Law.	may be prescribed under Applicable Law.
(To the extent applicable) A statement of value of pledged securities	Quarterly basis within 60 (sixty) days from end of each quarter except last quarter when submission is to be made within 75 (seventy five) days or such other timelines as prescribed under Applicable Law.	Quarterly basis within (A) 75 (seventy five) days from each Quarterly Date (other than March 31 of the relevant calendar year), and (B) 90 (ninety) days from March 31 of the relevant calendar year or such other timelines as may be prescribed under Applicable Law.
(To the extent applicable) A statement of value for Debt Service Reserve Account or any other form of security offered	Quarterly basis within 60 (sixty) days from end of each quarter except last quarter when submission is to be made within 75 (seventy five) days or such other timelines as prescribed under Applicable Law.	Quarterly basis within (A) 75 (seventy-five) days from each Quarterly Date (other than March 31 of the relevant calendar year), and (B) 90 (ninety) days from March 31 of the relevant calendar year or such other timelines as may be prescribed under Applicable Law.
(To the extent applicable) Net worth certificate of guarantor(s) (secured by way of personal guarantee(s))	Half yearly basis within 60 (sixty) days from end of each half-year or such other timelines as prescribed under Applicable Law.	Half yearly basis within 75 (seventy-five) days from the end of each financial half-year or such other timelines as may be prescribed under Applicable Law.
(To the extent applicable) Financials/value of guarantor prepared on basis of audited financial statement etc. of the guarantor (secured by way of corporate guarantee)	Annual basis within 60 (sixty) days from end of each Financial Year or such other timelines as prescribed under Applicable Law.	Annual basis within 75 (seventy-five) days from the end of each Financial Year or within such other timelines as may be prescribed under Applicable Law.
(To the extent applicable) Valuation report and title search report for the immovable/ movable assets, as applicable.	Once in three years within 60 (sixty) days from the end of the financial year.	Once in three years within 75 (seventy-five) days from the end of the financial year.

(e) Others

(a) The Company shall, at all times until the secured obligations have been duly discharged, maintain a bank account no. 10036986756 with IDFC 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.

(b) 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.

(c) 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.

(d) The Company shall ensure due compliance and adherence to the Master Circular for Debenture Trustee in letter and spirit.

(e) 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.

(f) 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.).

(g) 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.

(h) 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.

SECTION 8: OTHER INFORMATION AND APPLICATION PROCESS

Please refer the application procedure set out in Section 8 of the General Information Document. Certain details in relation to the EBP process are set out below.

8.1 Issue Procedure

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

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

The subscription to the Debentures shall be made by the Eligible Investors through the electronic book mechanism as prescribed by SEBI under the EBP Requirements by placing bids on the EBP Platform during the Issue period. The Issuer will make the bidding announcement on the EBP Platform at least 1 (one) Business Day before initiating the bidding process in accordance with the EBP Requirements. In case the Eligible Investors are not registered on the EBP Platform, they will have to register themselves as an "investor" on the EBP Platform (as a one-time exercise) and also complete the mandatory "know your customer" verification process. The Eligible Investors should also refer to the operational guidelines of the relevant EBP in this respect. The disclosures required pursuant to the EBP Requirements are set out herein below:

Details of size of issue including green shoe option, if any and a range within which green shoe may be retained (if applicable)	Up to 7,500 (seven thousand five hundred) senior, secured, rated, listed, taxable, redeemable, transferable, non-convertible debentures denominated in Indian Rupees ("INR"), having a face value of INR 1,00,000/- (Indian Rupees One Lakh Only) each and an aggregate nominal value of INR 75,00,00,000 (Indian Rupees Seventy Five Crore Crore) **Green Shoe Option**: N.A.
Interest Rate Parameter	Fixed coupon (being, 10.50% (ten decimal five zero percent) per annum (fixed))
Bid opening and closing date	Bid opening date: September 09, 2026 Bid closing date: September 09, 2026
Minimum Bid Lot	Minimum application shall not be less than INR 1,00,00,000 (Indian Rupees One Crore) (being 100 (one hundred) Debentures) and in multiples of 1 (one) Debenture(s) 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 bidding. Settlement of the Issue will be on September 10, 2026.
Pay-in date	September 10, 2026 (i.e., T+1, where "T" refers to the date of bidding)
Anchor Portion Details (if any)	Not Applicable

Process flow of settlement:

The Eligible Investors whose bids have been accepted by the Issuer and to whom a signed copy of this Key Information Document along with the PPOA have been issued by the Issuer and who have submitted/shall submit the Application Form ("**Successful Bidders**"), shall make the payments in respect of the Application Money in respect of the Debentures towards the allocation made to them, into the bank account of the ICCL, the details of which are as set out in the section named "INSTRUCTIONS" of the Application Form, on or before 10:30 hours on the pay-in date.

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

Name of Bank	IDFC First Bank
Branch address	Jaipur Mansarovar Branch, Ground Floor, 94/16, Madhyam Marg, Vijay Path, Mansarovar, Jaipur – 302020, Rajasthan
IFSC Code	IDFB0043416
Account number	10172979447
Name of beneficiary	Namdev Finvest Limited (Formerly Known as Namdev Finvest Private Limited)

It must be noted that all funds pay-in obligations need to be fulfilled in totality. Partial fund receipt against any given obligation will be treated as a default and debarment penalties will be applicable as specified by the EBP Requirements and other Applicable Law.

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

The details of the Issue shall be entered on the EBP Platform by the Issuer in accordance with the EBP Requirements and the operational guidelines of the relevant EBP. The Issue will be open for bidding for the duration of the bidding window that would be communicated through the Issuer's bidding announcement on the EBP Platform.

8.3 **Application Procedure**

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

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

8.4 **Fictitious Applications**

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

8.5 **Basis of Allotment**

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

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

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

8.6 **Payment Instructions**

The Application Form should be submitted directly. The entire amount of INR 1,00,000 (Indian Rupees One Lakh) per Debenture is payable along with the making of an application. Applicants can remit the application amount on the Pay-in Date in the account of ICCL mentioned under Section 6 above.

8.7 **Eligible Investors**

As prescribed in the EBP Requirements, "Qualified Institutional Buyers" or "QIBs" (as defined in the EBP Requirements) and non-QIBs authorized by an issuer to participate on an issuer on the EBP Platform are eligible participants (i.e., bidders) on an EBP Platform to participate in a particular issue on the EBP Platform. In furtherance of the above, to the extent applicable, the following categories of Investors ("**Eligible Investors**"), when specifically approached, and identified upfront by the Issuer, shall be eligible to apply for this private placement of Debentures subject to fulfilling their respective investment norms/rules and compliance with laws applicable to them and by completing the participation/nodding requirements prescribed for the EBP Platform and/or by submitting all the relevant documents along with the Application Form:

(a) Resident Individuals;
(b) Hindu Undivided Family;
(c) Trust;
(d) Limited Liability Partnerships, Partnership Firm(s);
(e) Foreign Portfolio Investors (FPIs) registered with SEBI;
(f) Portfolio Managers and Foreign Institutional Investors (FII) registered with SEBI;
(g) Association of Persons;
(h) Companies and Bodies Corporate including Public Sector Undertakings;
(i) Commercial Banks, Regional Rural Banks, Financial Institutions;
(j) Insurance Companies;
(k) Mutual Funds/ Alternative Investment Fund (AIF); and
(l) any other person/entity eligible to invest in non-convertible debentures under Applicable Law.

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

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

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

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

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

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

Note: Participation by potential investors in the Issue may be subject to statutory and/or regulatory requirements applicable to them in connection with subscription to Indian securities by such categories of persons or entities. Applicants are advised to ensure that they comply with all regulatory requirements applicable to them, including exchange controls and other requirements. Applicants ought to seek independent legal and regulatory advice in relation to the laws applicable to them.

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

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

SECTION 9: UNDERTAKINGS

Please refer Section 9 of the General Information Document for the undertakings by the Issuer, and attestation by the directors. Please also refer below:

9.1 UNDERTAKING BY THE ISSUER

(a) Investors are advised to read the risk factors (set out in Section 3) carefully before taking an investment decision in this Issue. For taking an investment decision, investors must rely on their own examination of the Issuer and the offer including the risks involved. The securities/Debentures have not been recommended or approved by the any regulatory authority in India, including the Securities and Exchange Board of India (SEBI) nor does SEBI guarantee the accuracy or adequacy of this document.

Specific attention of investors is invited to the statement of 'Risk factors' given on page number 19 of the General Information Document under Section 3.

(b) The Issuer, having made all reasonable inquiries, accepts responsibility for, and confirms that this issue document/Key Information Document contains all information with regard to the Issuer and the Issue, that the information contained in the issue document/ Key Information Document is true and correct in all material aspects and is not misleading in any material respect, that the opinions and intentions expressed herein are honestly held and that there are no other facts, the omission of which make this issue document/ Key Information Document as a whole or any of such information or the expression of any such opinions or intentions misleading in any material respect.

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

9.2 UNDERTAKING ON SECURITY

(a) The assets over which security is proposed to be created to secure the Debentures are sole and absolute property of the Issuer and are free from any mortgage, charge or encumbrance and are not subject to any *lis pendens*, attachment, or other order or process issued by any Governmental Authority.

(b) The assets over which security is proposed to be created to secure the Debentures to meet the hundred percent security cover or higher security cover are free from any encumbrances and in case the assets are encumbered, the permissions or consent to create any further charge on the assets has been obtained from the existing creditors to whom the assets are charged, prior to creation of the charge.

9.3 ATTESTATION BY AUTHORISED PERSON(S)

The person(s) authorised by the Issuer hereby attest as follows:

(a) The Issuer is in compliance with the provisions of Securities Contracts (Regulation) Act, 1956 and the Securities and Exchange Board of India Act, 1992, Companies Act, 2013 and the rules and regulations made thereunder.

(b) The compliance with the Securities Contracts (Regulation) Act, 1956 and the Securities and Exchange Board of India Act, 1992, Companies Act, 2013 and the rules does not imply that payment of dividend or interest or repayment of non-convertible securities, is guaranteed by the Central Government.

(c) The monies received under the offer shall be used only for the purposes and objects indicated in this Key Information Document.

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

(e) General Risk:

Investment in non-convertible securities is risky, and investors should not invest any funds in such securities unless they can afford to take the risk attached to such investments. Investors are advised to take an informed decision and to read the risk factors carefully before investing in this offering. For taking an investment decision, investors must rely on their examination of the issue including the risks involved in it. Specific attention of investors is invited to statement of risk factors contained under Section 3 of this Key Information Document. These risks are not, and are not intended to be, a complete list of all risks and considerations relevant to the non-convertible securities or investor's decision to purchase such securities.

(f) The contents of the document have been perused by the Board of Directors, and the final and ultimate responsibility of the contents mentioned herein shall also lie with the Board of Directors.

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

For
Namdev Finvest Limited
(Formerly Known as Namdev Finvest Private Limited)

On behalf of the Issuer:

NAMDEV FINVEST LIMITED (Formerly Known as Namdev Finvest Pvt. Ltd.) JAIPUR

Name: Sakshi Sharma
Designation: Company Secretary and Compliance Officer
Place: Jaipur, India
Date: September 09, 2026

On behalf of the Issuer:

NAMDEV FINVEST LIMITED (Formerly Known as Namdev Finvest Pvt. Ltd.) JAIPUR

Name: Vinod Sharma
Designation: Chief Financial Officer
Place: Jaipur, India
Date: September 09, 2026

SECTION 10: DECLARATION

A. The Issuer has complied with the provisions of the Companies Act, 2013 and the rules made hereunder.

B. The compliance with the Companies Act, 2013 and the rules made thereunder do not imply that payment of dividend or interest or repayment of the Debentures, if applicable, is guaranteed by the Central Government.

C. The monies received under the offer shall be used only for the purposes and objects indicated in this Key Information Document.

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

I am authorized by the board of directors of the Issuer *vide* resolution number 10 dated March 31, 2026 and June 29, 2026 read with the resolution dated August 26, 2026 of the borrowing and investment committee of the board of directors of the Issuer to sign this Key Information Document and declare that all the requirements of Companies Act, 2013 and the rules made thereunder in respect of the subject matter of this form and matters incidental thereto have been complied with.

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

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

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

For Namdev Finvest Limited
(Formerly Known as Namdev Finvest Private Limited)

On behalf of the Issuer:

NAMDEV FINVEST LIMITED (Formerly Known as Namdev Finvest Pvt. Ltd.) JAIPUR

Name: Sakshi Sharma
Designation: Company Secretary and Compliance Officer
Place: Jaipur, India
Date: September 09, 2026

On behalf of the Issuer:

NAMDEV FINVEST LIMITED (Formerly Known as Namdev Finvest Pvt. Ltd.) JAIPUR

Name: Vinod Sharma
Designation: Chief Financial Officer
Place: Jaipur, India
Date: September 09, 2026

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

Attached separately.

ANNEXURE II: CONSENT LETTER FROM THE DEBENTURE TRUSTEE AND REGISTRAR

Debenture Trustee:

Attached separately.

Registrar:

Attached separately.

ANNEXURE III: APPLICATION FORM

NAMDEV FINVEST LIMITED (FORMERLY KNOWN AS NAMDEV FINVEST PRIVATE LIMITED)
A private limited company incorporated under the Companies Act, 1956, thereafter converted from a private company into a public company dated March 27, 2026.
Date of Incorporation: April 11, 1997
Registered Office: Namdev House, Plot No. 21, Neer Sagar-A, Bhankrota, Jaipur, Rajasthan, India, 302026
Telephone No.: 0141-2250026
Website: www.namfin.in

DEBENTURE SERIES APPLICATION FORM SERIAL NO.												

ISSUE OF UP TO 7,500 (SEVEN THOUSAND FIVE HUNDRED) SENIOR, SECURED, RATED, LISTED, TAXABLE, REDEEMABLE, TRANSFERABLE, NON-CONVERTIBLE DEBENTURES DENOMINATED IN INDIAN RUPEES ("INR"), HAVING A FACE VALUE OF INR 1,00,000/- (INDIAN RUPEES ONE LAKH ONLY) EACH AND AN AGGREGATE NOMINAL VALUE OF INR 75,00,00,000 (INDIAN RUPEES SEVENTY FIVE CRORE CRORE) ("DEBENTURES"), ON A PRIVATE PLACEMENT BASIS (THE "ISSUE").

DEBENTURES APPLIED FOR:

Number of Debentures: ______In words: ____only
Amount INR ____________________________/- In words
Rupees:____only

DETAILS OF PAYMENT:

Cheque / Demand Draft / RTGS
No. _____________ Drawn on____

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

Total Amount Enclosed
(In Figures) INR __________________/- (In words) ____________________________________Only

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

APPLICANT'S ADDRESS

ADDRESS					
STREET					
CITY					
PIN		**PHONE**		**FAX**	

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

WE ARE (   ) COMPANY (   ) OTHERS (Please specify) __________
We have read and understood the terms and conditions of the issue of Debentures including the risk factors described in the general information document dated September 02, 2026, the enclosed key information document and the private placement offer cum application letter of the same date, each issued by the Issuer (collectively, the "**Debt Disclosure Documents**") and have considered these in making our decision to apply.

We bind ourselves to the terms and conditions of the Debt Disclosure Documents and wish to apply for allotment of the Debentures. We request you to please place our name(s) on the register of holders.

Name of the Authorised Signatory(ies)	Designation	Signature

____
Applicant's Signature

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

DEPOSITORY	**NSDL ( ) CDSL ( )**
DEPOSITORY PARTICIPANT NAME	
DP-ID	
BENEFICIARY ACCOUNT NUMBER	
NAME OF THE APPLICANT(S)	

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

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

(Note: Cheque and Drafts are subject to realisation)

We understand and confirm that the information provided in the Debt Disclosure Documents is provided by the Issuer. We confirm that we have for the purpose of investing in these Debentures carried out our own due diligence and made our own decisions with respect to investment in these Debentures and have not relied on any representations made by anyone other than the Issuer, if any.

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

____
Applicant's Signature

FOR OFFICE USE ONLY
DATE OF RECEIPT ______________________ DATE OF CLEARANCE _________________

(Note : Cheque and Drafts are subject to realisation)

---(TEAR HERE)--

ACKNOWLEDGMENT SLIP

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

Received from ____

Address____

____

Cheque/Draft/UTR # _______________ Drawn on _________________________________ for INR ______________ on account of application of _______________________ Debenture

INSTRUCTIONS

1. Application form must be completed in full, IN ENGLISH.

2. Signatures must be made in English or in any of the Indian languages. Thumb Impressions must be attested by an authorized official of the Bank or by a Magistrate/Notary Public under his/her official seal.

3. Application form, duly completed in all respects, must be submitted with the respective Collecting Bankers. The payment is required to be made to any of the following accounts of ICCL by way of an electronic transfer, in accordance with the terms of the EBP Requirements:

   Account 1:

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

   Account 2:

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

   The Issuer undertakes that the application money deposited in the above-mentioned bank account shall not be utilized for any purpose other than:
   (a) for adjustment against allotment of securities; or
   (b) for the repayment of monies where the Issuer is unable to allot securities.

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

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

6. All applicants should mention their Permanent Account No. or their GIR No. allotted under Income Tax Act, 1961 and the Income Tax Circle/Ward/District. In case where neither the PAN nor the GIR No. has been allotted, the fact of non-allotment should be mentioned in the application form in the space provided. Income Tax as applicable will be deducted at source at the time of payment of interest including interest payable on application money.

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

ANNEXURE IV: ILLUSTRATION OF BOND CASH FLOWS

Illustration of Bond Cash Flows	
Name of the Issuer	Namdev Finvest Limited (Formerly Known as Namdev Finvest Private Limited)
Face Value (per security)	INR 1,00,000 (Indian Rupees One Lakh)
Issue Date / Date of Allotment	September 10, 2026
Final Redemption Date	September 10, 2029
Tenor	1096 (one thousand and ninety six) days or 36 (Thirty-Six) months from the Deemed Date of Allotment.
Coupon Rate	10.50% (ten decimal five zero percent) per annum (fixed)
Frequency of the Coupon Payment with specified dates	Quarterly. Please refer below.
Day count convention	Actual/Actual

COUPON PAYMENT AND REPAYMENT SCHEDULE

S. NO.	DATE OF PAYMENT	FIXED COUPON PAYABLE (in INR)	PRINCIPAL AMOUNT PAYABLE (in INR)	PRINCIPAL AMOUNT OUTSTANDING (in INR)
1.	31-12-2026	2,41,64,400.00	-	75,00,00,000.00
2.	31-03-2027	1,94,17,800.00	12,50,00,025.00	62,49,99,975.00
3.	30-06-2027	1,63,61,325.00	-	62,49,99,975.00
4.	30-09-2027	1,65,41,100.00	12,50,00,025.00	49,99,99,950.00
5.	31-12-2027	1,32,32,850.00	-	49,99,99,950.00
6.	31-03-2028	1,30,89,075.00	12,50,00,025.00	37,49,99,925.00
7.	30-06-2028	98,16,750.00	-	37,49,99,925.00
8.	30-09-2028	99,24,675.00	12,50,00,025.00	24,99,99,900.00
9.	31-12-2028	66,16,425.00	-	24,99,99,900.00
10.	31-03-2029	64,72,575.00	12,50,00,025.00	12,49,99,875.00
11.	30-06-2029	32,72,250.00	-	12,49,99,875.00
12.	10-09-2029	25,89,075.00	12,49,99,875.00	-

S. NO.	DATE OF PAYMENT	FIXED COUPON PAYABLE (in INR)	PRINCIPAL AMOUNT PAYABLE (in INR)	PRINCIPAL AMOUNT OUTSTANDING (in INR)
13.	31-12-2026	3,221.92	-	1,00,000.00
14.	31-03-2027	2,589.04	16,666.67	83,333.33
15.	30-06-2027	2,181.51	-	83,333.33
16.	30-09-2027	2,205.48	16,666.67	66,666.66
17.	31-12-2027	1,764.38	-	66,666.66
18.	31-03-2028	1,745.21	16,666.67	49,999.99
19.	30-06-2028	1,308.90	-	49,999.99
20.	30-09-2028	1,323.29	16,666.67	33,333.32
21.	31-12-2028	882.19	-	33,333.32
22.	31-03-2029	863.01	16,666.67	16,666.65
23.	30-06-2029	436.30	-	16,666.65
24.	10-09-2029	345.21	16,666.65	-

ANNEXURE V: DUE DILIGENCE CERTIFICATES

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

   Attached separately.

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

   Attached separately.

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

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

Movable assets comprising the identified book debts/loan receivables of the Issuer.

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

No title deeds are applicable or available for movable assets of the Issuer set out above over which security is proposed to be created by the Issuer. The details of the underlying loan agreements will be set out in the Deed of Hypothecation.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(j) **Details of any other form of security being offered viz. Debt Service Reserve Account etc.**: Please refer sub-section named "*Description regarding Security (where applicable) including type of security (movable/immovable/tangible etc.), type of charge (pledge/ hypothecation/ mortgage etc.), date of creation of security/ likely date of creation of security, minimum security cover, revaluation, replacement of security, interest to the debenture holder over and above the coupon rate as specified in the Trust Deed and disclosed in the Key Information Document*" in Section 6 (*Summary Terms*).

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

(l) **Declaration**: The Issuer declares that debt securities shall be considered as secured only if the charged asset is registered with Sub-registrar and Registrar of Companies or CERSAI or Depository etc., as applicable, or is independently verifiable by the debenture trustee.

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

(n) **Details of security to be created**: Please refer sub-section named "*Description regarding Security (where applicable) including type of security (movable/immovable/tangible etc.), type of charge (pledge/ hypothecation/ mortgage etc.), date of creation of security/ likely date of creation of security, minimum security cover, revaluation, replacement of security, interest to the debenture holder over and above the coupon rate as specified in the Trust Deed and disclosed in the Key Information Document*" in Section 6 (*Summary Terms*).

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

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

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

(iii) Periodical due diligence will be carried out by the Debenture Trustee in accordance with the SEBI (Debenture Trustees) Regulations, 1993 and the relevant circulars issued by SEBI from time to time (including the SEBI Debenture Trustees Master Circular) as per the nature of security provided by the Issuer in respect of the Debentures.

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

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

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

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

ANNEXURE VII: FINANCIAL STATEMENTS

The audited financial statements of the Issuer for the quarter ended June 30, 2026 and the financial years ended March 31, 2026, March 31, 2025, and March 31, 2024 are set out in Annexure I of the General Information Document.

ANNEXURE VIII: BOARD RESOLUTION AND COMMITTEE RESOLUTION

Board resolution:

Attached separately.

Committee resolution:

Attached separately.

ANNEXURE IX: SHAREHOLDERS' RESOLUTIONS

Attached separately.

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

Attached separately.

ANNEXURE XI: COPY OF DEBENTURE TRUSTEE AGREEMENT

Attached separately.

ANNEXURE XI: IN-PRINCIPLE APPROVAL RECEIVED FORM BSE

Enclosed separately.