		Website: www.juriscorp.in
2.	Guarantor (if applicable)	Not Applicable
3.	Arrangers, if any	Not Applicable

2.9 Disclosure of Cash flow with date of interest/dividend/ redemption payment as per day count convention

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

Coupon and all other charges shall accrue based on actual/actual day count convention in accordance with Chapter III (*Day count convention, disclosure of cash flows and other disclosures in the offer document*) of the SEBI NCS Master Circular, as may be amended and modified from time to time.

(b) ***Cash flows emanating from the non-convertible securities shall be mentioned in the Key Information Document, by way of an illustration:***

The cashflows emanating from the Debentures, by way of an illustration, are set out in Annexure IV of this Key Information Document.

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

(a) The Issuer shall submit all duly completed documents to the BSE, SEBI, ROC or any other Governmental Authority, as are required under Applicable Law and procure permission for listing of the Debentures from the Stock Exchange within (T+3) working days, wherein "**T**" shall be referred to the issue closing date ("**Listing Period**").

(b) The Issuer shall ensure that the Debentures continue to be listed on the wholesale debt market segment of the BSE.

(c) In the event there is any delay in listing of the Debentures beyond (T+3) working days, wherein **"T"** shall be referred to the issue closing date, the Issuer will pay to the Debenture Holders, penal interest of 2% (two percent) per annum over the Interest Rate, from the date of allotment of the Debentures until the date of listing, when the listing of the Debentures is completed.

Security Name (Name of the non-convertible securities which includes Coupon / dividend, Issuer Name and maturity year)	9.75% UGRO NOVEMBER 2027
Issuer	Ugro Capital Limited
Type of Instrument	Fully Paid, Rated, Senior, Secured, Listed, Taxable, Redeemable, Non-Convertible Debentures
Nature of Instrument (Secured or Unsecured)	Fully Paid, Rated, Senior, Secured, Listed, Taxable, Redeemable, Non-Convertible Debentures

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

Issue Schedule	**Issue Opening Date**: May 25, 2026 **Issue Closing Date**: May 25, 2026 **Pay-in Date**: May 26, 2026 **Deemed Date of Allotment**: May 26,2026
Seniority (Senior or subordinated)	Senior
Eligible Investors	Please refer to Section 4.7 (Eligible Investors).
Listing (name of stock Exchange(s) where it will be listed and timeline for listing)	BSE
Rating of Instrument	"IND A+ / Positive" (Pronounced as Single A plus with Positive) issued by Rating Agent
Minimum Subscription	Minimum of 1,000 (one thousand) Debentures and then in multiples of 1 (one) Debenture thereafter
Option to retain oversubscription (Amount)	Up to 150,000 (One Lakh and Fifty Thousand) fully paid, rated, senior, secured, listed, taxable, redeemable, non-convertible debentures, each having a face value of INR 10,000/- (Indian Rupees Ten Thousand Only) aggregating up to INR 150,00,00,000/- (Indian Rupees One Hundred and Fifty Crores Only).
Objects of the Issue / Purpose for which there is requirement of funds	The proceeds of the issuance of Debentures will be utilized by the Issuer for the following purposes: • onward lending purposes by the Issuer; • for the general corporate purposes of the Issuer; and • for the issue related expenses. Provided that no part of the proceeds shall be utilized directly/indirectly towards the following: (a) any capital market instrument such as equity and equity linked instruments or any other capital market related activities (whether directly or indirectly); (b) any speculative purposes; (c) investment in the real estate sector/real estate business (including the acquisition/purchase of land); and (d) in contravention of Applicable Law (including without limitation, any guidelines, rules or regulations of the RBI and SEBI).
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	Not Applicable. The proceeds raised from the Issue will be used solely for the Purpose as particularly mentioned in the Section 1 (Definitions and Abbreviations) of this Key Information Document.

made in the prescribed format:	
Details of the utilization of the Proceeds	The proceeds of the issuance of Debentures will be utilized by the Issuer for the following purposes: • onward lending purposes by the Issuer; • for the general corporate purposes of the Issuer; and • for the issue related expenses. Provided that no part of the proceeds shall be utilized directly/indirectly towards the following*:* (a) any capital market instrument such as equity and equity linked instruments or any other capital market related activities (whether directly or indirectly); (b) any speculative purposes; (c) investment in the real estate sector/real estate business (including the acquisition/purchase of land); and (d) in contravention of Applicable Law (including without limitation, any guidelines, rules or regulations of the RBI and SEBI).
Coupon Rate	9.75% (Nine decimal Seven Five percent) per annum payable monthly
Step Up / Step Down Coupon Rate	Not applicable
Coupon Payment Frequency	Monthly
Coupon Payment Dates	As per the dates set out in **Annexure IV**.
Coupon Type (Fixed, floating or other structure)	Fixed
Coupon Reset Process (including rates, spread, effective date, interest rate cap and floor etc.)	Not Applicable
Day Count Basis (Actual / Actual)	Actual / Actual basis. The Coupon (if any) shall be computed on the basis of actual number of days elapsed in a year, for this purpose a year shall comprise of a period of 365 (Three Hundred and Sixty-Five) days. In case of a leap year, if 29th February of the relevant leap year falls during the Tenor of the Debentures, then the number of days shall be reckoned as 366 (Three Hundred and Sixty-Six) days for the one-year period.
Interest on	At the Coupon rate (subject to deduction of tax at source, as

Application Monies	applicable) from the date of realization of cheque(s)/ demand draft(s)/ RTGS up to one day prior to the Deemed Date of Allotment. Where pay-in Date and Deemed date of Allotment are the same, no interest on Application money is to be paid.
Default Interest Rate	(a) Delay in payment of Coupon and redemption amounts: If, at any time, a Payment Default occurs, the Issuer agrees to pay additional interest at the rate of 2% p.a. (two percent per annum) over and above the applicable Coupon Rate on the Outstanding Principal Amount under the Debentures from the date of occurrence of such a Payment Default until such Payment Default is cured or the relevant Secured Obligations are repaid (whichever is earlier). (b) Breach of covenants: If, at any time, a breach of (i) any of the financial covenants, or (ii) any of the rating covenants, or (iii) any of the negative covenants, or (iv) any of the reporting covenants, or (v) any of the affirmative covenants, occurs, the Issuer agrees to pay additional interest at the rate of 1% p.a. (one percent per annum) over and above the applicable Coupon Rate on the Outstanding Principal Amount from the date of occurrence of such a breach, until the Debentures are fully redeemed or till the covenants criteria has been replenished. A cure period of 30 (thirty) days shall be provided to the Issuer to remedy the breach ("Cure Period"). It is clarified that, in case the breach of the covenants mentioned herein is not cured within the Cure Period, the default interest shall be payable from the date of occurrence of the breach and not from the lapse of the Cure Period. (c) Delay in Execution of Debenture Trust Deed: In case the Issuer has failed to execute the Debenture Trust Deed within the time period specified by SEBI; the Company shall pay additional interest of 2% p.a. (two percent per annum) (or such other rate as specified by SEBI) over and above the Coupon Rate on the Outstanding Principal Amount of the Debentures, from the date of such non-compliance till the date of execution of the Debenture Trust Deed. (d) Delay in Transaction Security Creation: The Transaction Security pursuant to the Deed of Hypothecation for the purpose of securing the Debentures will be created upfront and perfected within 30 (thirty) days from the Deemed Date of Allotment. In case the Issuer fails to create and perfect the security, it shall pay Additional Interest at 1% (one percent) per annum over the Coupon Rate on the Outstanding Principal Amount. (e) Delay in listing: In case of delay in listing of the reissued Debentures beyond 3 (three) Business Days from the issue closing date, the Company will pay additional interest of 1% p.a. (one percent per annum) over the Coupon Rate on the Outstanding Principal Amount from the date of allotment of the Debentures until the listing of the Debentures is completed. (f) Occurrence of an Event of Default: Subject to the

	provisions of sub-clause (b) above, if, at any time, an Event of Default (other than a Payment Default) occurs, the Issuer agrees to pay additional interest at the rate of 1% p.a. (one percent per annum) over and above the applicable Coupon Rate on the Outstanding Principal Amount from the date of occurrence of such an Event of Default (other than a Payment Default) until such Event of Default (other than a Payment Default) is cured or the relevant Secured Obligations are repaid.
Tenor	Up to 18 (Eighteen) months from the Deemed Date of Allotment i.e., November 26, 2027.
Redemption Date / Maturity Date	Final Redemption Date: November 26, 2027. The Debentures shall be redeemed in the manner as set out in **Annexure IV** i.e. shall be fully redeemed on the Final Redemption Date. Further, the Outstanding Principal Amounts shall be repaid by way of bullet redemption on the Final Redemption Date.
Redemption Amount	Bullet repayment, At par – On the Final Redemption Date
Redemption Premium/ Discount	Not Applicable
Issue Price	INR 10,000/- (Indian Rupees Ten Thousand Only)
Discount at which security is issued and the effective yield as a result of such discount	Not Applicable
Premium / Discount at which security is redeemed and the effective yield as a result of such premium / discount	Not Applicable
Put Date	Not Applicable
Put Price	Not Applicable
Call Date	Not Applicable
Call Price	Not Applicable
Put Notification Time (Timelines by which the investor need to intimate Issuer before exercising the put)	Not Applicable
Call Notification Time (Timelines by which the Issuer need to intimate investor before exercising the call)	Not Applicable

Face Value	INR 10,000/- (Indian Rupees Ten Thousand Only) per Debenture
Minimum Application and in multiples of thereafter	Minimum of 1,000 (one thousand) Debentures and then in multiples of 1 (one) Debenture thereafter
Issue Timing 1) Issue Opening Date 2) Issue Closing Date 3) Date of earliest closing of the Issue, if any 4) Deemed Date of Allotment 5) Pay-in Date	1) May 25,2026 2) May 25,2026 3) Not Applicable 4) May 26,2026 5) May 26,2026
Settlement mode of the Instrument	RTGS / NEFT / IMPS
Depositories	NSDL and CDSL
Disclosure of Interest / Dividend / Redemption Dates	Please refer to **Annexure IV** in this Key Information Document.
Record Date	As set out more particularly in Section 1 of this Key Information Document.
All covenants of the issue (including side letters, accelerated payment clause, etc.)	**Affirmative Covenants** Please refer to Section 3.1.1 of this Key Information Document. **Negative Covenants** Please refer to Section 3.1.2 of this Key Information Document. **Reporting Covenants** Please refer to Section 3.1.3 of this Key Information Document. **Financial Covenants** Please refer to Section 3.1.4 of this Key Information Document.
Disclosures in terms of SEBI Debenture Trustees Master Circular	The Debentures shall be considered as secured only if the Hypothecated Assets are registered with Registrar of Companies (“**ROC**”) by way of filing appropriate forms or Central Registry of Securitisation Asset Reconstruction and Security Interest of India (“**CERSAI**”) or Depositories etc., as applicable, or is independently verifiable by the Debenture Trustee.
Process of due	The Debenture Trustee, either through itself or its agents

diligence carried out by the Debenture Trustee	/advisors / consultants, shall carry out requisite diligence to verify the status of encumbrance and valuation of the Hypothecated Assets and whether all permissions or consents (if any) as may be required to create the security as stipulated in the Key Information Document and the Applicable Laws, have been obtained. For the purpose of carrying out the due diligence as required in terms of the Applicable Laws, the Debenture Trustee, either through itself or its agents / advisors / consultants, shall have the power to examine the books of account of the Company and to have the Hypothecated Assets inspected by its officers and/or external auditors/valuers/ consultants/ lawyers/ technical expert's/ management consultants appointed by the Debenture Trustee. The Company shall provide all assistance to the Debenture Trustee to enable verification from the ROC, CERSAI, Depositories, information utility or any other authority, as may be required, where the Hypothecated Assets and/or prior encumbrances in relation to the Hypothecated Assets of the Company or any third-party security provider for securing the Debentures, are registered / disclosed. Without prejudice to the aforesaid, the Company shall ensure that it provides and procures all information, representations, confirmations and disclosures as may be required in the sole discretion of the Debenture Trustee to carry out the requisite diligence in connection with the issuance and allotment of the Debentures, in accordance with the Applicable Laws. The Debenture Trustee shall have the power to either independently appoint or direct the Company to appoint intermediaries, valuers, chartered accountant firms, practicing company secretaries, consultants, lawyers and other entities in order to assist in the diligence by the Debenture Trustee. All costs, charges, fees and expenses that are associated with and incurred in relation to the diligence as well as preparation of the reports/certificates/ documentation, including all out-of-pocket expenses towards legal or inspection costs, travelling and other costs, shall be solely borne by the Company.
Description regarding Security (where applicable) including type of security (movable / immovable / tangible etc.), type of charge (pledge / hypothecation / mortgage etc.), date of creation of security / likely date of creation of security, minimum security cover, revaluation, replacement of security, interest to the debenture holder over and above the coupon rate as	The Debentures shall be secured by way of one or more of the following assets: (a) a first ranking, *pari-passu*, floating and continuing charge over the receivables arising out of the sale of Enforceable Properties (**"Receivables - Enforceable Properties"**); and / or (b) a first ranking, *pari-passu*, floating and continuing charge over Other Assets. sub-clause (a) and (b) mentioned above shall collectively be referred to as Hypothecated Assets. The Security shall be created and registered on or before the Deemed Date of Allotment pursuant to the terms of the Deed of Hypothecation and such other Transaction Documents and shall perfect the security over the Hypothecated Assets within the timelines set out in the Transaction Documents. **Security Cover:** The Issuer shall ensure that the value of the Hypothecated Assets charged in favour of the Debenture

specified in the Debenture Trust Deed and disclosed in the General Information Document.	Trustee, shall at all times from the Deemed Date of Allotment until the Final Settlement Date is equal to the following: (a) to the extent of Debentures secured by charge over Receivables – Enforceable Properties: at least 1.20x (one decimal two zero times) or at least 120% (one hundred and twenty percent) the value of the aggregate of the Outstanding Principal Amounts, the accrued but unpaid Coupon under the Debentures; (b) to the extent of Debentures secured by charge over Other Assets: at least 1.10x (one decimal one zero times) or at least 110% (one hundred and ten percent) the value of the aggregate of the Outstanding Principal Amounts, the accrued but unpaid Coupon under the Debentures, (**“Minimum Security Cover”**). **Delay in creation of Security:** The Issuer shall pay a penal interest of 1.0% (one percent) p.a. in case there is any delay in the creation from the Deemed Date of Allotment and registration and perfection of the security over the Hypothecated Assets. **Terms of creation and replacement of Security:** The Security shall be created over the Hypothecated Assets as per the terms and conditions as more particularly set out in the Deed of Hypothecation. Notwithstanding contained herein, the Issuer shall have the right to re-constitute the security either in whole or in part for the purpose of securing the Debentures either by way of charge over Receivables – Enforceable Properties or Other Assets in such proportion as it may deem fit. It is clarified for the avoidance of any doubt that the Issuer may secure the Debentures either by way of charge only over Receivables – Enforceable Properties or by way of charge only over Other Assets or in such proportion such that the Minimum Security Cover is maintained at all times from the Deemed Date of Allotment until the Final Settlement Date. It is further clarified that no consent of the Debenture Trustee and / or the Debenture Holders shall be required for the purpose of any change in security as long as the charge is created over the Hypothecated Assets in the manner as set out in this Key Information Document or any other Transaction Documents. In case of any repugnancy between the terms of this Key Information Document read together with the General Information Document and the terms of creation of security as set out in the Deed of Hypothecation, the terms of Deed of Hypothecation shall prevail to the extent of inconsistency.
Transaction Documents	shall mean: (a) the Debenture Trust Deed; (b) the Debenture Trustee Agreement; (c) the Deed of Hypothecation; (d) General Information Document; (e) Key Information Document with Form PAS-4;

	(f) the Debenture Trustee Consent Letter; (g) the Merchant Banker Consent Letter; (h) the credit rating letter issued by the Rating Agency; (i) the consent letter issued by the Registrar and Transfer Agent; (j) each tripartite agreement between the Company, the Registrar and the relevant Depository; and (k) any other document that may be designated as a Transaction Document by the Debenture Trustee, and **"Transaction Document"** means any of them.
Conditions Precedent to Disbursement	(a) A certified true copy of the constitutional documents of the Company (being its Memorandum and Articles of Association and Certificate of Incorporation) 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 Act, the Companies (Prospectus and Allotment of Securities) Rules, 2014, the Companies (Share Capital and Debentures) Rules, 2014 and other rules prescribed; (c) Execution of the Transaction Documents in a form and manner satisfactory to the Debenture Trustee shall have taken place; (d) The Company shall have provided to the Debenture Trustee a certificate from a director/ company secretary of the Company certifying that: (i) the persons authorised to sign the Transaction Documents and any document to be delivered under or in connection therewith, on behalf of the Issuer, together with the names, titles and specimen signatures of such authorised signatories; (ii) the Company and its Directors have the necessary powers under the Memorandum and Articles of Association of the Company to borrow moneys pursuant to the issuance of the Debentures; (iii) the borrowing of moneys pursuant to the issuance of the Debentures and creation of Security over the Hypothecated Assets will not cause any limit binding on the Company to be exceeded; (iv) no consents and approvals are required by the Issuer from its creditors or any Governmental Authority or any other person for the issuance of the Debentures and creation of security under the Deed of Hypothecation;

	(v) absence of any Event of Default, any force majeure event and any Material Adverse Effect; (vi) all representations and warranties contained in this Key Information Document are true and correct in all material respects on and as of the Deemed Date of Allotment, before and after giving effect to the Issue and to the application of the proceeds therefrom; and (vii) no investor or shareholder consent/ approval, pursuant to the articles of association of the Issuer or any shareholders' agreements or other documents/ instruments entered into by the Issuer and its shareholders and investors, is required for the Issuer to enter into or perform its obligations under the Transaction Documents. (e) Copy of the e-Form MGT-14 filed with the ROC with respect to the board resolution or shareholders' resolution (as applicable and if required under the Act) passed for the issue of Debentures; (f) a copy of the rating letter and/ or the rating rationale issued by the Rating Agency in relation to the Debentures; (g) a copy of the consent from the Registrar to act as the Registrar and Transfer Agent for the issue of Debentures; (h) The Company shall have received consent from the Debenture Trustee to act as the Debenture Trustee for the issue of Debentures; (i) Due execution of the Depository Agreements by, inter-alia, the Depository and the Company; (j) Due execution of the Tripartite Agreement by, inter-alia, the Registrar and Transfer Agent, Depository and the Company; (k) The Company shall have submitted to the Debenture Trustee, all required documents for the purpose of satisfying its respective KYC requirements; (l) 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; (m) The Company shall have submitted to the Debenture Trustee, its audited account statements for the most recent financial year. (n) The Company shall have submitted to the Debenture Trustee, evidence that the fees, costs and expenses due from the Issuer pursuant to the Transaction Documents prior to execution have been paid to the satisfaction of the Debenture Trustee; and such other information, documents, certification by Issuer's authorized representatives, opinions and instruments as the Debenture Holders may reasonably request. (o) The Company shall have obtained a legal opinion from the legal counsel pertaining to the due execution,

	validity and enforceability of the relevant Transaction Documents. (p) Such other conditions as may be specified in the Debenture Trust Deed, the other Transaction Documents or are customary to the nature and size of this transaction.
Conditions Subsequent to Disbursement	Company shall fulfil each of the following conditions within the stipulated timelines: (a) Certified true copy of the board resolution for the allotment of the relevant Debentures, within 2 (two) Business Days of the Deemed Date of Allotment of Debentures; (b) 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; (c) the Issuer shall ensure that the Debentures are credited into the demat account(s) of the Debenture Holders within 2 (Two) Business Days from the issue closing date or such time as set out under Listed NCDs Master Circular as amended from time to time; (d) The Company shall immediately on receipt of funds, take on all necessary steps to, including making all applicable filings in the Registrar of Companies and obtaining all necessary approvals including filing Form PAS 3 along with requisite fee within the timelines prescribed by the Act and Rules thereunder; (e) The Issuer shall have submitted a copy of filed Form CHG-9 (as per the Act) with the relevant Registrar of Companies by the Issuer within 30 (thirty) days of execution of Deed of Hypothecation, together with the certificate of registration of charge obtained in relation to the same; (f) Providing all the necessary assistance to the Debenture Trustee for filing of and registering with the Central Registry under the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 for the exercise of the rights, powers and authority hereby conferred on the Debenture Trustee for effecting and perfecting the Security created or purported to be created under each Deed of Hypothecation and for enforcement of such Security within the timeline stipulated under applicable Law; (g) Copy of Form PAS-5 being maintained by the Issuer in accordance with the Act, where the Issuer has recorded the names of the subscribers to the relevant Debentures within 7 (Seven) Business Days of the Deemed Date of Allotment of Debentures; (h) The Issuer shall provide an end-use certificate from a statutory auditor certifying that funds have been utilized in accordance with Transaction Documents (along with the description of such utilization), within 90 (ninety) days of the Deemed Date of Allotment;

	(i) As applicable to the Issuer in accordance with the applicable Law(s), relevant filings in the prescribed form to be made with an information utility registered with the Insolvency and Bankruptcy Board of India in accordance with provisions of the Insolvency Code and other regulations including the Insolvency and Bankruptcy Board of India (Information Utilities) Regulations, 2017; and (j) The Issuer shall ensure compliance of such other condition and provide such other information and documents and execute such documents as are customary for a financing similar to the issuance of the Debentures or as Subscriber may reasonably request or as maybe required under the applicable Law (including without limitation, the Act and any other guidelines/ circulars issued by the SEBI and/ or RBI).
Events of Default (including manner of voting /conditions of joining Inter Creditor Agreement)	Please refer to Section 3.2 of this Key Information Document.
Creation of recovery expense fund	As applicable, the Issuer is in compliance with the provisions of recovery expense fund in the manner as set out in NCS Regulations and the SEBI Debenture Trustees Master Circular or such other circulars as may be specified and amended by the SEBI from time to time.
Conditions for breach of covenants (as Specified in the relevant Tranche Debenture Trust Deed)	Please refer to sections named “Default Interest Rate” above and Section 3.2 below.
Provisions related to Cross Default Clause	means occurrence of any of the following: The Company: (i) defaults in any payment of any Financial Indebtedness except technical default on account of money available but not paid due to operational reasons if accepted by Debenture Trustee; (ii) payment acceleration in any other Financial Indebtedness whether as a result of an event of default or breach of any covenants, by whatever name called beyond the period of grace (not to exceed 30 days), if any, provided in the instrument or agreement under which such Financial Indebtedness was created; (iii) defaults in the observance or performance of any agreement or condition relating to any Financial Indebtedness or contained in any instrument or agreement evidencing, securing or relating thereto or any other event shall occur or condition exist, the effect of which default or other event or condition is to cause or to permit the holder or holders of such Financial Indebtedness to cause (determined without regard to whether any notice is required) any such Financial

	Indebtedness to become due prior to its stated maturity; or (iv) any Financial Indebtedness of the Company shall be declared to be due and payable, or required to be prepaid other than by a regularly scheduled required prepayment, prior to the stated maturity thereof.
Risk factors pertaining to the issue	**Risks Relating to Reduced Face Value Debentures and Limited Market Liquidity:** The Debentures are being issued at a face value of Rs.10,000 each pursuant to the SEBI NCS Master Circular, which permits issuance of listed debt securities on a private placement basis at a reduced denomination from the standard minimum face value of Rs.1,00,000. The reduced denomination does not mitigate any credit, liquidity, interest rate or other investment risks associated with such securities. Any security structure, credit enhancement or repayment mechanism (if applicable) will be as specified in the relevant offer document. Although the Debentures may be listed on a recognised stock exchange, there can be no assurance of liquidity or the development of an active secondary market. Investors should conduct their own independent assessment before making an investment decision. **In case of outstanding debt instruments or deposits or borrowings, any default in compliance with the material covenants such as creation of security as per terms agreed, default in payment of interest, default in redemption or repayment, non-creation of debenture redemption reserve, default in payment of penal interest wherever applicable:** As of date, the Issuer has not defaulted in compliance with any material covenants agreed to by the Issuer and therefore, this would not be applicable. **Credit Portfolio Deterioration and Loss Absorption Risk:** The Company's loan portfolio may be exposed to stress arising from borrower defaults, delayed repayments and movement of overdue accounts into non-performing asset categories. Any increase in delinquency levels or Gross NPAs may require higher provisioning and may adversely affect the Company's profitability, net worth, capital adequacy and cash flows. This may, in turn, impact the Company's ability to service its obligations in respect of the Debentures in a timely manner. **Asset-Liability Mismatch and Funding Continuity Risk:** The Company may face liquidity pressure if there is a mismatch between the maturity of its assets and liabilities, particularly where short-term borrowings are used to fund longer-tenor assets. Any inability to refinance or roll over borrowings, including commercial papers or other short-term debt, on acceptable terms may affect the Company's liquidity position. Market disruptions, increase in interest rates or any downgrade in credit rating may further increase borrowing costs and adversely impact timely servicing of the Debentures. **Margin Compression and Capital Resilience Risk:**

	The Company's earnings may be adversely affected by rising finance costs, higher impairment charges, margin compression and increased provisioning requirements. Further, rapid growth in the loan book or deterioration in asset quality may require additional capital support to maintain regulatory capital adequacy. Any reduction in profitability or weakening of capital buffers may affect the Company's financial flexibility and its ability to meet its debt obligations, including payments in respect of the Debentures. **Regulatory Actions, Security Enforcement and NCD Recovery Risk:** The Company operates in a regulated NBFC framework and is required to comply with applicable RBI prudential norms, capital adequacy requirements, asset classification and provisioning norms, and conditions attached to its certificate of registration. Any adverse regulatory action, tightening of prudential requirements, downgrade in credit rating, deterioration in asset cover or delay in enforcement of security may affect the Company's ability to raise funds, maintain security cover and meet its payment obligations in respect of the NCDs. Further, enforcement of security by the Debenture Trustee may be subject to legal proceedings, procedural delays and market conditions, and therefore full or timely recovery by Debenture Holders cannot be assured. Further, please refer to Section 3 (*Risk Factors*) of the General Information Document.
Governing Law	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 Mumbai, India, and as more particularly provided for in the respective Transaction Documents.

Note:

1. If there is any change in Coupon Rate pursuant to any event including lapse of certain time period or downgrade in rating, then such new Coupon Rate and events which lead to such change should be disclosed.

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

3. While the Debentures are secured to the tune of at least 100% (One Hundred percent) the aggregate times of the Secured Obligations or as per the terms of this Key Information Document, in favour of Debenture Trustee, it is the duty of the Debenture Trustee to monitor that the security is maintained.

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

   As specified in this Key Information Document.

5. **Future Borrowings**