- **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.

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

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

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.	11.30% NFPL 2028
Issuer	Namdev Finvest Private Limited
Type of Instrument	Senior, Secured, Listed, Rated, Transferable, Unsubordinated, Redeemable, Non-Convertible Debentures
Nature of Instrument (Secured or Unsecured)	Secured
Seniority (Senior or Subordinated)	Senior
Eligible Investors	Please refer Section 8.8 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 Debentures are not listed on the BSE within a period of 3 (Three) trading days from the Issue closing date; and/ or the Company shall pay default/ penal interest calculated at the rate of 1% (One Percent) per annum on the outstanding principal amount of the Debentures over and above the Coupon Rate from the Deemed Date of Allotment until the listing of the Debentures
Rating of the Instrument	"CRISIL BBB+ (Stable)" by CRISIL Ratings Limited
Issue Size	INR 30,00,00,000 (Indian Rupees Thirty 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	With a view to raising debt for the ongoing business purposes of the Company. The proceeds of the Issuance will be utilized to originate small business loans.
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:	Not Applicable.
Details of the utilization of the Proceeds	With a view to raising debt for the ongoing business purposes of the Company. The proceeds of the Issuance will be utilized to originate small business loans. The Company shall utilise the amounts received from the subscription of the Debentures for the Purpose/ Objects of the issue. No part of the proceeds from the Issue will be used towards: i. any capital market instrument such as equity and equity linked instruments or any other capital market related activities; ii. any speculative purposes; iii. investment in the real estate sector; or i. iv. in contravention of any applicable law
Coupon/Dividend Rate	Fixed interest of 11.30% (Eleven decimal three zero percent) per annum.

Step Up/Step Down Coupon Rate	***i. Step up Coupon (Debentures)*** In the event, credit rating of the Debentures is downgraded from the Rating at any point of time during the Tenor of the Debentures, the Coupon Rate shall increase by 0.50 % (zero decimal five percent) for each notch downgrade of 1 (one) notch from the rating of the Debentures ("**Step Up Rate (Debentures)**"). Such increased rate of interest shall be applicable from the date of such downgrade ("**Step Up (Debentures)**") Following the Step Up (Debentures) until the rating of the Debentures is restored to the Rating, if the rating of the Debentures is upgraded, the prevailing Step Up Rate (Debentures) shall be decreased by 0.50% (zero decimal five percent) for each upgrade of 1 (one) notch from the rating of the Debentures (until the rating of the Debentures is restored to the Rating) and such decreased rate of interest shall be applicable from the date of such upgrade. PROVIDED THAT the decreased rate of interest in accordance with this provision cannot, in any case, be lower than the Coupon Rate. It is clarified that, if following the Step Up (Debentures), the rating of the Debentures is restored to the Rating, then the interest shall be payable at the Coupon Rate, from the date that the relevant rating is restored. ***ii. Step up Coupon (Company)*** In the event, credit rating of the Company is downgraded from the current rating of "CRISIL BBB+ Stable" ("**Company Rating**") at any point of time during the Tenor of the Debentures, the Coupon Rate shall increase by 0.50 % (zero decimal five percent) for each notch downgrade of 1 (one) notch from the rating of the Company ("**Step Up Rate (Company)**"). Such increased rate of interest shall be applicable from the date of such downgrade ("**Step Up (Company)**") Following the Step Up (Company) until the rating of the Company is restored to the Company Rating, if the rating of the Company is upgraded, the prevailing Step Up Rate (Company) shall be decreased by 0.50% (zero decimal five percent) for each upgrade of 1 (one) notch from the rating of the Company (until the rating of the Company is restored to the Company Rating) and such decreased rate of interest shall be applicable from the date of such upgrade. PROVIDED THAT the decreased rate of interest in accordance with this provision cannot, in any case, be lower than the Coupon Rate. It is clarified that, if following the Step Up (Company), the rating of the Company is restored to the Company Rating, then the interest shall be payable at the Coupon Rate, from the date that the relevant rating is restored.
Coupon/ Dividend Payment Frequency	Quarterly. The indicative interest payment schedule is set out in Annexure IV of this Key Information Document.
Coupon/ Dividend Payment Dates	Please refer Annexure IV of this Key Information Document.

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 11.30% p.a. (subject to deduction of tax at source at the rate prevailing from time to time under the provisions of the Income-tax Act, 1961) will be paid on Application Money to the Applicants/ 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	2.00% (two decimal zero zero percent).
Default Interest	***i. Event of Default*** If, at any time, there shall be a payment default or any other Event of Default, the Company agrees to pay an additional interest rate at the Default Interest Rate above the applicable Interest Rate on the Outstanding Principal Amount from the date of the occurrence of the Payment Default or Event of Default until such Payment Default or Event of Default is cured ***ii. Delay in execution of Debenture Trust Deed*** If not already executed, the Company shall execute the Debenture Trust Deed within the timelines prescribed by SEBI. In case of a delay in execution of Debenture Trust Deed, the Company will pay penal interest of at least 2% p.a. (two percent per annum) over the Coupon Rate till the execution of Debenture Trust Deed. ***iii. Delay in listing*** In accordance with the NCS Listing Regulations read together with the Listed NCDs Master Circular, the Company confirms that in the event there is any delay in listing of the Debentures beyond 3 (Three) trading days from the date of closure of the issue for the Debentures, the Company will pay to the Debenture Holders, penal interest of 1% (one percent) per annum over the Interest Rate for the period of delay from the Deemed Date of Allotment until the listing of the Debentures is completed.

	iv. Delay in Security Creation Issuer shall pay a penal interest of 2.0% (Two Percent) p.a. over the coupon rate in case there is any delay in the creation, registration and perfection of the security over the Hypothecated Assets; ***v. Step up Coupon (Debentures)*** In the event, credit rating of the Debentures is downgraded from the Rating at any point of time during the Tenor of the Debentures, the Coupon Rate shall increase by 0.50 % (zero decimal five percent) for each notch downgrade of 1 (one) notch from the rating of the Debentures ("**Step Up Rate (Debentures)**"). Such increased rate of interest shall be applicable from the date of such downgrade ("**Step Up (Debentures)**") Following the Step Up (Debentures) until the rating of the Debentures is restored to the Rating, if the rating of the Debentures is upgraded, the prevailing Step Up Rate (Debentures) shall be decreased by 0.50% (zero decimal five percent) for each upgrade of 1 (one) notch from the rating of the Debentures (until the rating of the Debentures is restored to the Rating) and such decreased rate of interest shall be applicable from the date of such upgrade. PROVIDED THAT the decreased rate of interest in accordance with this provision cannot, in any case, be lower than the Coupon Rate. It is clarified that, if following the Step Up (Debentures), the rating of the Debentures is restored to the Rating, then the interest shall be payable at the Coupon Rate, from the date that the relevant rating is restored. ***vi. Step up Coupon (Company)*** In the event, credit rating of the Company is downgraded from the current rating of "CRISIL BBB+ Stable" ("**Company Rating**") at any point of time during the Tenor of the Debentures, the Coupon Rate shall increase by 0.50 % (zero decimal five percent) for each notch downgrade of 1 (one) notch from the rating of the Company ("**Step Up Rate (Company)**"). Such increased rate of interest shall be applicable from the date of such downgrade ("**Step Up (Company)**") Following the Step Up (Company) until the rating of the Company is restored to the Company Rating, if the rating of the Company is upgraded, the prevailing Step Up Rate (Company) shall be decreased by 0.50% (zero decimal five percent) for each upgrade of 1 (one) notch from the rating of the Company (until the rating of the Company is restored to the Company Rating) and such decreased rate of interest shall be applicable from the date of such upgrade. PROVIDED THAT the decreased rate of interest in accordance with this provision cannot, in any case, be lower than the Coupon Rate. It is clarified that, if following the Step Up (Company), the rating of the Company is restored to the Company Rating, then the interest shall be payable at the Coupon Rate, from the date that the relevant rating is restored. ***vii. Breach of Financial Covenants***

	Without prejudice to its other rights under the Transaction Documents, Debenture Trustee acting on behalf of Majority Debenture Holders reserves the right to levy a penalty of a sum equivalent to 1% (One percent) of the amount outstanding under the Debentures on the Issuer in the event of breach of any of the Financial Covenants ("**Penalty for Breach**"), in case aforementioned breach is not cured within 30 (thirty) days. In such an event, the Issuer shall pay the Penalty for Breach to the Debenture Holders within 30 (thirty) calendar days from the date of such breach. ***viii. Breach of Reporting Covenants*** Issuer shall be required to pay a penalty of INR 3,000/- (Indian Rupees Three Thousand) for each day of delay in the event of non-adherence to the above reporting undertaking on a timely basis.
Tenor	36 (thirty six) months from the Deemed Date of Allotment
Redemption Date/ Maturity Date	September 30, 2028
Redemption Amount	INR 1,00,000 (Indian Rupees One Lakh) per Debenture.
Redemption Premium/Discount	Not applicable.
Issue Price	INR 1,00,000 (Indian Rupees One Lakh) per Debenture.
Discount at which security is issued and the effective yield as result of such 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 1,00,000 (Indian Rupees One Lakh) per Debenture.

Minimum subscription amount 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 29, 2025
2. Issue Closing Date	September 29, 2025
3. Date of earliest closing of the issue, if any.	N.A.
4. Pay-in Date	September 30, 2025
5. Deemed Date of Allotment	September 30 2025
Settlement Mode of the Instrument	Please refer Section 8 of this Key Information Document.
Depository	NSDL and CDSL
Disclosure of Interest/ Dividend/ redemption dates	Please refer Annexure IV of this Key Information Document.
Record Date	The date being 15 (Fifteen) calendar days prior to the due date on which any Payments are to be made to the Debenture Holder(s) in accordance with the terms of the Debentures on the basis of which the determination of the persons entitled to receive redemption of principal, Coupon, and other Payments, if any, as the case may be, in respect of the Debentures shall be made.
All covenants of the issue (including side letters, accelerated payment clause, etc.)	**Side Letter**: Nil **Accelerated payment**: Any early redemption or prepayment by Issuer is subject to applicable Law and subject to approval of the Majority Debenture Holders **Covenants of the Issue**: Affirmative Covenants: Please refer to Section 7.4 (*Terms of the Transaction Documents - Affirmative Covenants*) of this Key Information Document; Negative Covenants: Please refer to Section 7.5 (*Terms of the Transaction Documents - Negative Covenants*) of this Key Information Document; Financial Covenants: Please refer to Section 7.2 (*Terms of the Transaction Documents - Financial Covenants*) of this Key Information Document; Reporting Covenants: Please refer to Section 7.3 (*Terms of the Transaction Documents - Reporting Covenants*) of this Key Information Document .
Description regarding Security (where applicable) including type of security (movable/immovable/tangible etc.), type of charge (pledge/ hypothecation/ mortgage etc.), date of	The Debentures shall be secured by way of a first ranking, exclusive and continuing charge on identified receivables, fixed deposit ("**Hypothecated Assets"**) created pursuant to the deed of hypothecation to be executed between the Company and the Debenture Trustee as described herein. The Hypothecated Assets shall at all times shall be equal to the value of the Outstanding Principal Amount of the Debentures. The Issuer undertakes: • To maintain the total charge over the Hypothecated Assets that shall constitute 1.10 times (One decimal one zero) or 110% (One hundred and

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	ten percent) of the aggregate Outstanding Principal Amount payable to the Debenture Holders, to be created as per terms of the Debenture Trust Deed/ Hypothecation Agreement and other Transaction Documents. The abovementioned Security Cover shall be maintained at all times during the Tenor of the Debentures and until all such dues/claims/outstanding is paid to the Debenture Holders to the satisfaction of the Debenture Trustee; • To create, register and perfect the security over the Hypothecated Assets as contemplated above no later than 30 (thirty) calendar days after executing a duly stamped deed of hypothecation ("**Hypothecation Agreement**") and filing CHG-9 within the time period applicable and the Company shall also 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 connection with the Debentures and the Security Interest over the Hypothecated Assets.; • To pay a penal interest of 2.0% p.a. (Two Percent per annum). over the Coupon Rate in case there is any delay in the creation, registration and perfection of the security over the Hypothecated Assets; • The Issuer shall authorize the Debenture Trustee (by itself or through its nominee) at the cost of Debenture Trustee to conduct credit bureau scrub on the Hypothecated Assets from time to time; • To provide a list of specific loan receivables/identified book debts, via a CA certificate certifying the updated list of Hypothecated Assets and the satisfaction of the Security Cover, to the Debenture Trustee on a monthly basis (i.e., with 30 calendar days from the end of each month), over which the charge is created and subsisting by way of hypothecation ("**Monthly Hypothecated Asset Report**"); • To add fresh loan assets, fixed deposit to the Security Cover to ensure that the value of the Hypothecated Assets is equal to 1.10 times (One decimal one zero) or 110% (One hundred and ten percent) the aggregate Outstanding Principal Amount of the Debentures where at least 1.10 times (One decimal one zero) or 110% (One hundred and ten percent) of the security cover is from principal receivables; • In the event any fixed deposit is provided a part of Hypothecated Assets to meet the Security Cover, a modification of CHG-9 shall be filed within 30 (thirty) days of such fixed deposit creation; • Security Cover shall be met only with assets that does not have any principal, interest, additional interest, fee or any other expected payments overdue of more than 60 days ("Performing Loans") and for this purpose the Issuer shall with prior written intimation to the Debenture Trustee replace any assets constituting the Hypothecated Assets that ceases to be Performing Loans with Performing Loans (whether constituting the Hypothecated Assets or not) that meets the Eligibility Criteria; <u>Eligibility Criteria for the Hypothecated Receivables:</u> • Loans constituting the Hypothecated Assets are current at the time of selection and have not been terminated or pre-paid; • Loans constituting the Hypothecated Assets have not been restructured or rescheduled;

	• all "Know Your Customer" norms have been complied with as prescribed by the Reserve Bank of India; • Receivables from co-lent loans shall not be included in the Hypothecated Assets; • Loans constituting the Hypothecated Assets shall not be provided to individuals who have had a history of late payments or overdue; • Loans constituting the Hypothecated Assets must be loans directly originated by the Issuer and not loans purchased from a third party; • Receivables from related parties shall not be included in Hypothecated Assets; • The Debenture Trustee shall have the option to buy the portfolio or cause the portfolio to be securitized (in whole or in part) and sold to a special purpose vehicle ("**SPV**") at a future date at a purchase price mutually agreed upon by the Company and the Debenture Trustee based on prevailing market rates ("**Purchase Price**"). Any difference between the amounts due under the Debentures and the Purchase Price shall be repaid forthwith by the Company to the Debenture Holders, at the option of the Debenture Trustee. The portion of the portfolio that is securitised shall be selected by the Debenture Trustee based on the due diligence by the Debenture Trustee or its nominee and agreed eligibility criteria. • All Loans constituting the Hypothecated Assets should be in the form of loans extended for the purpose of its / his / her business; • each Loans constituting the Hypothecated Assets must be free from all encumbrances and should not be subject to any lien or charge; • Hypothecated Assets should be formed only by allocating 100% of the Loans. No Loan hypothecated to the Debenture Holders shall be hypothecated to any other lenders; • The Loans constituting the Hypothecated Assets shall not be overdue for more than 60 (sixty) days on all top-up dates when the Security Cover shall be topped up if necessary, to maintain a cover of at least 1.10x; • Loans constituting the Hypothecated Assets shall be in the form of loans extended to individuals or MSME entities for the purpose of his/her business. Ticket size of Business Loan to be restricted to a maximum of INR 100 Lakhs; • The Hypothecated Assets must only be originated at the branches owned, controlled and operated by the Issuer directly and not through branches operated by its origination partners or any third party.
Security Cover Ratio or **Security Cover**	1.10 times (One decimal one zero) or 110% (One hundred and ten percent) of the aggregate Outstanding Principal Amount and payable to the Debenture Holders, to be created as per terms of the Debenture Trust Deed/ Hypothecation Agreement and Other Transaction Documents.
Transaction Documents	(i) Debenture Trust Deed, (ii) Key Information Document, (iii) the Disclosure Document(s), (iv) the Hypothecation Agreement, (v) Special Power of Attorney; and (vi) all other documents in relation to the issuance of the Debentures.
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 Companies Act, 2013, the Companies (Prospectus and Allotment of Securities) Rules, 2014, the Companies (Share Capital and Debentures) Rules, 2014 and other rules prescribed. (c) Execution of Transaction Documents shall have taken place; (d) Rating of the Debentures being completed and the rating agency having provided a rating of 'BBB+' for the Debentures and the rating letter issued by the Rating Agency being in a form and manner satisfactory to the Debenture Trustee; (e) Due execution of the Depository Agreements by, inter-alia, the Depository and the Company; (f) Due execution of the Tripartite Agreement by, inter-alia, the Registrar and Transfer Agent, Depository and the Company; (g) The Company shall have received consent from the Debenture Trustee to act as the debenture trustee for the issue of Debentures; (h) 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. (i) The Company shall have obtained due-diligence certificate in 'Annexure IIA' of the Master Circular for Debenture Trustee from the Debenture Trustee; (j) Security creation in accordance with the Operational guidelines for 'Security and Covenant Monitoring' using Distributed Ledger Technology (DLT) dated March 29, 2022; (k) The Company shall have submitted to the Debenture Trustee, all required documents for the purpose of satisfying its respective KYC requirements; (l) Submit to the Debenture Trustee, the audited financial statements along with independent auditor's report of the Company for the Financial Year.
Conditions Subsequent to Disbursement	(a) 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; (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 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; (d) 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; (e) 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.

	(f) Ensure that Debenture Trustee files Form I with CERSAI 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. (g) Issuer shall furnish certificate from independent chartered accountant within 70 (Seventy) 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. (h) Issuer shall furnish certificate from statutory auditor confirming that the amount disbursed has been utilized by the Issuer solely for the Purpose as mentioned herein as per the Debenture Trustee Regulations.
Event of Default (including manner of voting /conditions of joining Inter Creditor Agreement)	Please refer Section 7.6.5 (Terms of Transaction Documents - *Event 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*" above and Section 7.6 of this Key Information Document.
Provisions related to Cross Default	Please refer Section 7.6.5 (j) (*Terms of Transaction Documents - Event 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. 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, as regards all trusts, powers, authorities and discretions, have absolute and uncontrolled discretion as to the exercise thereof and to the mode and time of exercise thereof and in the absence of any fraud, gross negligence, willful misconduct or breach of trust shall not be responsible for any loss, costs, charges, expenses or inconvenience that may result from the exercise or non-exercise thereof and in particular they shall not be bound to act at the request or direction of the Debenture Holders under any provisions of these presents unless sufficient monies shall have been provided or provision to the satisfaction of the Debenture Trustee made for providing the same and the Debenture Trustee are indemnified to their satisfaction against all further costs, charges, expenses and liability which may be incurred in complying with such request or direction; v. 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; vi. the Debenture Trustee shall not be responsible for the monies paid by Applicants/ Initial Debenture Holders for the Debentures; vii. 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; viii. 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; 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 shall not be liable for anything whatsoever except any fraud, gross negligence, willful misconduct or breach of trust by the Debenture Trustee; x. 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, 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; xi. 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; xii. 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 xiii. The Debenture Trustee shall take all reasonable steps to realise the monies due to the Trust. xiv. 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. 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.
Risk factors pertaining to the issue	Please refer Section 3 (*Risk Factors*) of this Key Information Document.
Governing Law & Jurisdiction	Indian Law with jurisdiction of the courts and tribunals of Chennai.
Delay in Listing	In case of delay in listing of securities issued on privately placement basis beyond the timelines specified above, the issuer shall pay penal interest of 1%

	p.a. over the coupon/ dividend rate for the period of delay to the investor (i.e. from the date of allotment to the date of listing).
Early Redemption	(i) Early redemption at the option of the Issuer shall not be allowed within 12 months from Deemed Date of Allotment ("**Lock-in Period**"). In case of early redemption of the Debentures at the instance of the Issuer after the Lock-in Period, on any date other than the Final Redemption Date and not arising due to an Event of Default, the Issuer shall pay an Early Redemption Premium as agreed with Majority Debenture Holders. Early Redemption Premium will have to be paid over and above the Coupon Rate. The Early Redemption Premium can be waived off in case it is mutually agreed with Majority Debenture Holders. (ii) Subject to applicable Law, in the event of any delay in the creation, registration and perfection of the security over the Hypothecated Assets, the Majority Debenture Holders shall have the option to redeem the Debentures.
Early Redemption Interest/ Early Redemption Premium	2% (two percent) on the principal amount prepaid.

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. 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".

With a view to raising debt for the ongoing business purposes of the Company. The proceeds of the Issuance will be utilized to originate small business loans

d. 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.

e. 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.

f. 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.