

SECTION 8 SUMMARY OF TERMS

The following term sheet summarizes the principal items with respect to the financing facility to be provided to **Satin Finserv Limited** (“**Borrower**” or “**Company**”) by the Investor for general corporate purposes and/or for the ordinary course of business of the Issuer including repayment/re-financing of existing debt.

For the avoidance of the doubt, except as specifically stated, this term sheet does not attempt to describe all terms and conditions of the transaction contemplated herein. The term sheet is intended to outline certain basic terms around which transaction could be structured. All proposed terms and conditions are subject to execution of mutually satisfactory transaction documents, satisfactory legal, technical & financial diligences, meeting of stipulations as contained herein etc.

Particulars	Terms and Conditions
Security Name	SFL NCD 2025 26 05
Borrower/Issuer	Satin Finserv Limited
Type of Instrument	Senior, Secured, Listed, Rated, Redeemable, Taxable, Non-Convertible Debentures
Nature of the Instrument (Secured or Unsecured)	Secured
Seniority (Senior or Subordinated)	Senior
Eligible Investors	The following categories of investors, when specifically approached and have been identified upfront, are eligible to apply for this private placement of Debentures subject to fulfilling their respective investment norms/rules and compliance with laws applicable to them by submitting all the relevant documents along with the Application Form (“Eligible Investors”): - Any non-QIB including: - Individuals except Politically Exposed Person; - Hindu Undivided Family; - Trust; - Limited Liability Partnerships; - Partnership Firm(s); - Portfolio Managers registered with SEBI; - Association of Persons; - Companies and Bodies Corporate including Public Sector Undertakings; - Commercial Banks; - Regional Rural Banks; - Financial Institutions; - Insurance Companies; - Mutual Funds; - FPIs /FII, /sub-accounts of FIIs; - NBFCs; - Any other investor eligible to invest in these Debentures; - Qualified Institutional Buyers (“QIBs”) as defined under Regulation 2 (ss) of SEBI (Issue of Capital and Disclosure Requirements) Regulations, 2018. All potential Investors are required to comply with the relevant regulations/guidelines applicable to them for investing in this issue of Debentures.
Listing (including name of stock Exchange(s) where it will be listed and timeline for listing)	The Debentures are to be listed on the WDM of the BSE within a maximum period of 3 (three) trading days (i.e. On or before T+3) from the date of closure of the Issue for the Debentures. 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).
Rating of Instrument	ICRA A- (Stable)
Issue Size	Up to 50,000 (Fifty Thousand) senior, secured, listed, rated, taxable, transferable, redeemable, non-convertible debentures each having a face value of INR 10,000/- (Indian Rupees Ten Thousand Only) aggregating to INR 50,00,00,000/- (Indian Rupees Fifty Crores Only) (" NCDs " / " Debenture ") comprising of: a base issue of up to 30,000 (Thirty Thousand) senior, secured, listed, rated, taxable, transferable, redeemable, non-convertible debentures each having a face value of INR 10,000/- (Indian Rupees Ten Thousand Only) aggregating to INR 30,00,00,000/- (Indian Rupees Thirty Crores Only); and a green shoe option of up to 20,000 (Twenty Thousand) senior, secured, listed, rated, taxable, transferable, redeemable, non-convertible debentures each having a face value of INR 10,000/- (Indian Rupees Ten Thousand Only) aggregating to INR 20,00,00,000/- (Indian Rupees Twenty Crores Only) (" Green Shoe Option ").
Minimum Subscription	INR 1,00,00,000/- (Indian Rupees One Crore only)
Option to retain oversubscription (Amount)	green shoe option of up to 20,000 (Twenty Thousand) senior, secured, listed, rated, taxable, transferable, redeemable, non-convertible debentures each having a face value of INR 10,000/- (Indian Rupees Ten Thousand Only) aggregating to INR 20,00,00,000/- (Indian Rupees Twenty Crores Only)
Objects of the Issue/ Purpose for which there is requirement of funds	The Issue proceeds will be utilized for the ongoing business purposes of the Company (including expansion of the Company's loan portfolio). To augment the long-term resources of the Company, & to meet working capital requirement.
In case the issuer is an NBFC and the objects of the issue entail loan to any entity who is a 'group company' then disclosures shall be made in the following format:	As set out in Annexure V (Specific Disclosures Required from NBFC) of the General Information Document
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, debt, debt linked and equity linked instruments or any other capital market related activities including subscribing to IPOs/ purchase of shares from secondary market etc. except for intermediate parking in overnight/liquid funds for better treasury management; ii. any speculative purposes; iii. Investment in the real estate sector, including the acquisition of land, and/or any other real estate business. The expression "real estate business" has the meaning given to it in the Foreign Exchange Management (Non-Debt Instruments) Rules; iv. Providing/extending loans or making any inter-corporate deposits to/in any subsidiary and/or associate Issuer; v. making any repayment of any loans availed from its directors and/or Promoters; vi. in contravention of any guidelines, rules or regulations of the RBI applicable to non-banking financial companies.
Coupon Rate	Fixed interest of 10.75% (Ten decimal seven five per cent) per annum per month.
Step Up/ Step Down Coupon Rate	i. Step up (Debentures) If the rating of the Debentures is downgraded below the Rating, the Interest Rate shall be increased by 0.25% (zero decimal five zero percent) for each downgrade

	of 1 (one) notch from the Rating ("Step Up Rate (Debentures)"), and such increased Interest Rate shall be applicable on the Outstanding Principal Amounts with effect from the date of such downgrade. Step Up (Debentures), in accordance with this paragraph (i) shall not require any notice, intimation or action on behalf of the Debenture Trustee or the Debenture Holders. 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 point five zero 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 (till it is restored to the Coupon Rate) 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. ii. Step Up (Company Rating) If the rating of the Issuer is downgraded below the Company Rating, the Interest Rate shall be increased by 0.50% (zero decimal five zero percent) for each downgrade of 1 (one) notch from the Company Rating ("Step Up Rate (Company)"), and such increased Interest Rate shall be applicable on the Outstanding Principal Amounts with effect from the date of such downgrade. Step Up (Company), in accordance with this paragraph (ii) shall not require any notice, intimation or action on behalf of the Debenture Trustee or the Debenture Holders. Where the Issuer has obtained a rating in relation to the Issuer from more than one rating agency, the lowest rating issued by the rating agencies in relation to the Issuer shall be considered for the purpose of increase in the Step Up (Company). Following the Step Up (Company Rating) 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 shall be decreased by 0.50% (Zero point five zero 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 (till it is restored to the Coupon Rate) 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.								
Coupon / Dividend Payment Frequency	Monthly								
Coupon / Dividend Payment Dates	<table border="1"> <tr> <th data-bbox="630 1505 784 1667">Date of Payment</th><td data-bbox="784 1505 1520 1667"></td></tr> <tr> <td data-bbox="630 1667 784 1728"></td><td data-bbox="784 1667 1520 1728"></td></tr> <tr> <td data-bbox="630 1728 784 1789">6-Mar-26</td><td data-bbox="784 1728 1520 1789"></td></tr> <tr> <td data-bbox="630 1789 784 1841">6-Apr-26</td><td data-bbox="784 1789 1520 1841"></td></tr> </table>	Date of Payment				6-Mar-26		6-Apr-26	
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Cumulative / non-cumulative, in case of dividend	Not applicable	
Coupon Type	Fixed	
Coupon Reset Process (including rates, spread, effective date, interest rate cap and floor etc.).	Not applicable	
Day Count Basis (Actual/Actual)	Actual/Actual	
Interest on Application Money	Interest at the rate of 10.75% p.a.p.m. (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	Payment Default If, at any time, there shall be a payment default, the Company agrees to pay an additional interest rate of 2% per annum (two percent) above the applicable Interest Rate on the Outstanding Principal Amounts from the date of the occurrence of the payment default until such payment default is cured or the final redemption amount is paid (whichever is earlier). Breach of Covenants In case of default by the Issuer in the performance of any of the covenants of this Issuance, including but not limited to the financial covenants of this Issuance, additional interest at 2% p.a. (two percent) over the Interest Rate will be payable by the Issuer for the defaulting period. In such an event, the Company shall pay the Penalty for Breach to the Debenture Holders within 60 calendar days from the date of such breach. 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. Breach of Security Cover The Issuer shall be liable to pay an additional coupon at 2% (Two Percent) per annum, over and above the applicable coupon rate from the date on which the Hypothecated Assets falls below the minimum Security Cover and 30 (thirty) days have passed and the Issuer is not able to reinstate the security, until the date on which it is reinstated in terms of the Transaction Documents. Delay in crediting of Debentures to Demat Account The Issuer shall ensure that the Debentures are credited into the demat accounts of the Debenture Holders of each series of Debentures within 15 (fifteen) Business Days from the Deemed Date of Allotment failing which the Company will be liable to pay an additional interest of 2% p.a. (two percent per annum) over and above the Coupon Rate for each day of such delay. Delay in listing In accordance with the SEBI 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 (i) 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.

	Step Up Coupon i. Step up (Debentures) If the rating of the Debentures is downgraded below the Rating, the Interest Rate shall be increased by 0.50% (zero decimal five zero percent) for each downgrade of 1 (one) notch from the Rating ("Step Up Rate (Debentures)"), and such increased Interest Rate shall be applicable on the Outstanding Principal Amounts with effect from the date of such downgrade. Step Up (Debentures), in accordance with this paragraph (i) shall not require any notice, intimation or action on behalf of the Debenture Trustee or the Debenture Holders. 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 point five zero 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 (till it is restored to the Coupon Rate) 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 ii. Step Up (Company Rating) If the rating of the Issuer is downgraded below the Company Rating, the Interest Rate shall be increased by 0.50% (zero decimal five zero percent) for each downgrade of 1 (one) notch from the Company Rating ("Step Up Rate (Company)"), and such increased Interest Rate shall be applicable on the Outstanding Principal Amounts with effect from the date of such downgrade. Step Up (Company), in accordance with this paragraph (ii) shall not require any notice, intimation or action on behalf of the Debenture Trustee or the Debenture Holders. Where the Issuer has obtained a rating in relation to the Issuer from more than one rating agency, the lowest rating issued by the rating agencies in relation to the Issuer shall be considered for the purpose of increase in the Step Up (Company). Following the Step Up (Company Rating) 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 shall be decreased by 0.50% (Zero point five zero 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 (till it is restored to the Coupon Rate) 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.
Tenor	24 (Twenty Four) months from the Deemed Date of Allotment
Redemption Date	February 06, 2028
Redemption Amount	INR 10,000 (Indian Rupees Ten Thousand only) per debenture instrument
Redemption Premium / Discount	Not Applicable
Issue Price	INR 10,000 (Indian Rupees Ten Thousand only) per debenture instrument

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 investor need to intimate Issuer before exercising the put)	Not Applicable								
Face Value	INR 10,000/- per debenture instrument								
Minimum Application and in multiples of Debt securities thereafter	INR 1,00,00,000/- (Indian Rupees One Crore only) and in multiples of INR 10,000 (Indian Rupees Ten Thousand only) thereafter								
Issue Timing									
1. Issue Opening Date	February 05, 2026								
2. Issue Closing Date	February 05, 2026								
3. Date of earliest closing of the issue, if any	Not Applicable								
4. Pay-in Date	February 06, 2026								
5. Deemed Date of Allotment	February 06, 2026								
Settlement mode of the Instrument	Dematerialised form								
Depositories/ Depository	National Securities Depository Limited (“NSDL”) and Central Depository Services Limited (“CDSL”)								
Disclosure of Interest/Dividend / redemption dates	<table><tr><th>Date of Payment</th></tr><tr><td></td></tr><tr><td>6-Mar-26</td></tr><tr><td>6-Apr-26</td></tr><tr><td>6-May-26</td></tr><tr><td>6-Jun-26</td></tr><tr><td>6-Jul-26</td></tr><tr><td>6-Aug-26</td></tr></table>	Date of Payment		6-Mar-26	6-Apr-26	6-May-26	6-Jun-26	6-Jul-26	6-Aug-26
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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.)]	Refer to SECTION 10 (<i>Key Terms of the Issue</i>) 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 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	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 ("Hypothecation Agreement") over certain identified receivables of the Issuer (the "Hypothecated Assets"). A security cover of 1.05x (One Decimal Point Zero Five Times) the value of the Outstanding Amounts, of this Debentures shall be maintained at all times until the redemption of the Debentures ("Security Cover"). (a) 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	

rate as specified in the Debenture Trust Deed and disclosed in the Offer Document/ Key Information Document	eforms 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. (b) In case of the replacement of Security or in the event of any fall in the Hypothecated Assets below the minimum Security Cover, the Issuer shall be obliged to reinstate the Hypothecated Assets to at least the minimum Security Cover in terms of the Hypothecation Agreement, within 30 (Thirty) calendar days from the date of such fall in the Security Cover by creating a charge by way of hypothecation over additional or new current receivables in respect of Security that fulfil the prescribed eligibility criteria. (c) Without prejudice to the obligation of the Issuer in terms of the foregoing, the Issuer shall be liable to pay an additional coupon at 2% (Two Percent) per annum, over and above the applicable coupon rate from the date on which the Hypothecated Assets falls below the minimum Security Cover and 30 (thirty) days have passed and the Issuer is not able to reinstate the security, until the date on which it is reinstated in terms of the Transaction Documents. (d) However, in no case reinstatement of such security cover shall exceed 30 (Thirty) calendar days from the end of the preceding month wherein such cover falls below the required cover. (e) The Issuer undertakes to provide a list and details on a quarterly basis, of Hypothecated Assets client loan ("Quarterly Hypothecated Asset Report") to the Debenture Trustee. <u>Eligibility Criteria for the Hypothecated Assets:</u> Each asset provided as security must comply with the portfolio origination criteria below: (a) The hypothecated Loans must have been originated while complying with all the extant 'know your customer' norms specified by the RBI; (b) Loans constituting the Hypothecated Assets are existing at the time of selection and have not been terminated or pre-paid; (c) The Hypothecated Assets must be in the form of Loans which are current as on the date of creation of security over such Hypothecated Assets in terms of the Hypothecation Agreement and should not have been restructured and/or rescheduled. Any Hypothecated Assets that turn sub-standard during the Tenor of the Debentures, the same shall be replaced by the current Loans; (d) Each Loan constituting the Hypothecated Assets must be directly originated by the Issuer and not loans purchased from a third party; (e) Each Loan constituting the Hypothecated Assets comply with RBI norms and guidelines; (f) Each Loan constituting the Hypothecated Assets should be free from any other current or future encumbrances and are not subject to any encumbrance (including, without limitation, any lien or charge); (g) Loans from related parties shall not be included in Hypothecated Assets; (h) The Hypothecated Assets shall not be generated from lending provided by
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		the Company to its associates, subsidiaries and/or related parties; (i) On an on-going basis, the Hypothecated Assets to be provided to the Debenture Trustee must comprise of Loans provided to the individual borrowers, proprietorship firm, partnership firms, Limited Liability Partnerships, HUF and Companies only.
Security Cover Ratio or Security Cover		1.05 times or 105% of the aggregate Outstanding Amounts, due to the Debenture Holders, to be created as per terms of the Debenture Trust Deed/ Hypothecation Agreement and Other Transaction Documents.
Transaction Documents		Including but not limited to the following documents: 1. Debenture Trust Deed 2. General information Document/Key Information Document/PAS-4 3. Debenture Trustee Appointment Agreement; 4. Deed of Hypothecation; and Any other documentation as may be desired by the Debenture Trustee and mutually agreed with Issuer
Conditions Precedent to Disbursement		(i) 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; (ii) 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; (iii) Execution, delivery and stamping of the Transaction Documents in a form and manner satisfactory to the Debenture Trustee shall have taken place; (iv) Rating of the Debentures being completed and the rating agency having provided a minimum rating of 'A-' for the Debentures and the rating letter issued by the Rating Agency being in a form and manner satisfactory to the Debenture Trustee; (v) Due execution of the Depository Agreements by, inter-alia, the Depository and the Company; (vi) Due execution of the Tripartite Agreement by, inter-alia, the Registrar and Transfer Agent, Depository and the Company; (vii) a copy of the consent from the Registrar to act as the Registrar and Transfer Agent for the issue of Debentures; (viii) The Company shall have received consent from the Debenture Trustee to act as the debenture trustee for the issue of Debentures; (ix) The Company shall have obtained due-diligence certificate in 'Annexure IIA' of the Master Circular for Debenture Trustees from the Debenture Trustee; (x) The Company shall have obtained International Securities Identification Number (ISIN); (xi) Security creation in accordance with Chapter III (Security and Covenant Monitoring System) of the Master Circular for Debenture Trustees; (xii) The Company shall have submitted to the Debenture Trustee, all required documents for the purpose of satisfying its respective KYC requirements; (xiii) The Company shall have submitted to the Debenture Trustee, its audited financial statements of the Company for the Financial Year ended March 31, 2025;

	(xiv) The Company shall have obtained due diligence certificate from the Merchant Banker; (xv) 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; and (xvi) 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: (i) 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; (ii) 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; (iii) 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; (iv) 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; (v) 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; (vi) 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; (vii) Payment of all fees and stamp duty under the Transaction Documents executed is done to the satisfaction of the Debenture Trustee; (viii) the Company shall ensure compliance with SEBI Listed Debentures Circulars and Regulations and the Act; and (ix) Issuer shall furnish certificate from chartered account within 45 (forty five) 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; and (x) 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.
Events of Default (including manner of voting /conditions of joining Inter Creditor Agreement)	Refer to Section 10 (<i>Key Terms of the Issue</i>) of this Disclosure Document]
Creation of recovery expense fund	Details and purpose of the recovery expense fund The Issuer shall create and maintain the Recovery Expense Fund up to the amounts prescribed under the Master Circular for Debenture Trustees, in

	accordance with and within the timelines prescribed in the Master Circular for Debenture Trustees. The Company shall create a Recovery Expense Fund which shall be equal to 0.01% (Zero decimal point Zero One percent) of the Issue Size subject to maximum of Rs. 25 lakhs (Indian Rupees Twenty-Five lakhs) per issuer in the form of cash or cash equivalent(s) (including bank guarantees) maintained with the designated stock exchange. The Recovery Expense Fund shall be created to enable the Debenture Trustee to take prompt action in relation to the enforcement of the security in accordance with the Transaction Documents. The amounts in the Recovery Expense Fund shall be utilised in the manner as may be prescribed by the Debenture Holders by a Special Resolution duly passed at the meeting of the Debenture Holders held in accordance with the provisions set out in the Transaction Documents. On the occurrence of an Event of Default, if the security is proposed to be enforced, the Debenture Trustee shall follow the procedure set out in the Master Circular for Debenture Trustees and the SEBI circular '<i>Modifications to Chapter IV of the Master Circular for Debenture Trustees dated August 13, 2025</i>' dated November 25, 2025 for utilisation of the Recovery Expense Fund.
Conditions for breach of covenants (as specified in Debenture Trust Deed)	Please refer to Section 10 (<i>Key Terms of the Issue</i>) of this Key Information Document.
Provisions related to Cross Default Clause	Please refer to Section 10 (F) (<i>Key Terms of the Issue- Events of Default</i>) of this Key Information Document.
Role and Responsibilities of Debenture Trustee	Please refer to Section 10 (E) (<i>Key Terms of the Issue- Role and Responsibilities of Debenture Trustee</i>) of this Key Information Document;
Risk factors pertaining to the issue	Refer to Section 4 (<i>Risk Factors</i>) of the Key Information Document
Governing Law and Jurisdiction	The Transaction Documents shall be governed by and will be construed in accordance with the Indian laws and any disputes arising there from shall be subject to the jurisdiction of appropriate courts and tribunals at Delhi, India.
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 Event	means the occurrence of any one or more of the following events: a. The rating of Debentures is downgraded to BBB or below
Early Redemption on occurrence of Early Redemption Event	On the occurrence of an Early Redemption Event, the Debenture Trustee (acting on the instructions of the Majority Debenture Holders) shall have the option (but not the obligation) to require the Company to, subject to Applicable Law, redeem all the outstanding Debentures in full together with accrued interest, and all other amounts accrued thereto without any premature redemption penalty whereupon such demand being made, all such outstanding amounts will become due and payable after 30 (thirty) days.
Prepayment	No prepayment is permitted.
Buyback	Issuer can buy back Debentures subject to applicable Law and as per the Transaction documents.

Notes:

- 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 the events which lead to such change should be disclosed.
- b. The list of documents which have been executed in connection with the issue and subscription of debt securities shall be annexed.
- c. The issuer shall provide granular disclosures in their issue 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 the following purpose:

- a. For ongoing business purposes of the Company (including expansion of the Company's loan portfolio)
 - b. To augment the long-term resources of the Company, & to meet working capital requirement.
- d. 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.
- 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 SEBI 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.
- g. 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.