SECTION 6: SUMMARY TERMS

Security Name (Name of the non-convertible securities which includes (Coupon/dividend, Issuer Name and maturity year) e.g. 8.70% XXX 2015.	10.50% Namdev Sept 2029
Issuer	Namdev Finvest Limited (Formerly Known as Namdev Finvest Private Limited)
Type of Instrument	Senior, secured, rated, listed, redeemable, transferable, taxable, non-convertible debentures
Nature of Instrument (Secured or Unsecured)	Secured
Seniority (Senior or Subordinated)	Senior
Eligible Investors	As specified in Section 8.7 (*Eligible Investors*) of this Key Information Document.
Listing (name of stock Exchange(s) where it will be listed and timeline for listing)	(a) The Issuer shall submit all duly completed documents to the BSE, SEBI, the jurisdictional registrar of companies or any other Governmental Authority, as are required under Applicable Law and obtain the listing of the Debentures within the timelines prescribed under the SEBI Listing Timelines Requirements ("**Listing Period**"). (b) The Issuer shall ensure that the Debentures continue to be listed on the wholesale debt market segment of the BSE. (c) The Issuer shall ensure that the Debentures at all times are rated in accordance with the provisions of the transaction documents and that the rating of the Debentures is not withdrawn until the Final Settlement Date. (d) In the event there is any delay in listing of the Debentures beyond the Listing Period, the Issuer will pay to the Debenture Holders, penal interest of 1% (one percent) per annum over the interest rate in respect of the Debentures set out in the Key Information Document for the relevant issuance of Debentures from the Deemed Date of Allotment until the listing of the Debentures is completed.
Rating of the Instrument	"ICRA A-/Stable" by ICRA Limited
Issue Size	Up to 7,500 (seven thousand five hundred) senior, secured, rated, listed, taxable, redeemable, transferable, non-convertible debentures denominated in Indian Rupees ("INR"), having a face value of INR 1,00,000/- (Indian Rupees One Lakh Only) each and an aggregate nominal value of INR 75,00,00,000 (Indian Rupees Seventy Five Crore Crore)
Minimum Subscription	Minimum application shall not be less than INR 1,00,00,000 (Indian Rupees One Crore) (being 100 (one hundred) Debentures) and in multiples of 1 (one) Debenture thereafter.
Option to retain oversubscription (Amount)	Not Applicable.
Objects of the Issue / Purpose for which there is requirement of funds	The Issue proceeds will be utilized for on lending by the Issuer
In case the issuer is a NBFC and the objects of the issue entail loan to any entity who is a 'group company' then disclosures shall be made in the following format:	N. A.

Details of the utilization of the Proceeds	The funds raised by the Issue shall be utilized by the Company solely towards the Purpose. The Company shall not use the proceeds of the Issue towards: i. any capital market instrument such as equity and equity linked instruments or any other capital market related activities ii. any real estate activity; iii. any speculative purposes; iv. any purpose, that is not eligible for the providing of financing by banks to non-banking financial companies for bank finance to non-banking financial companies, or, which results in a breach of the RBI's master circular no. RBI/DOR/2025-26/154 DOR.CRE.REC.73/07-01-001/2025-26 dated November 28, 2025 on "Reserve Bank of India (Commercial Banks – Credit Facilities) Directions, 2025; v. any refinancing or repayment/redemption of any Financial Indebtedness (including borrowings and non-convertible debentures raised from/issued to other lenders) vi. in contravention of any applicable Law or guidelines, rules or regulations of the RBI applicable to non-banking financial companies.
Coupon/Dividend Rate	10.50% (ten decimal five zero percent) per annum. The indicative interest payment schedule is set out in Annexure IV.
Step Up/Step Down Coupon Rate	In the event, credit rating of the Debentures or the long term credit rating of the Issuer is downgraded by one notch from that subsisting on the Deemed Date of Allotment ("**Company Rating**"), at any point of time during the Tenor of the Debentures, the Coupon rate shall increase by 0.50% p.a. (zero decimal five zero percent) for each notch of downgrade of 1 (one) notch in the rating of the Debentures and/or Company ("**Step Up Coupon**"). Such increased rate of interest shall be applicable from the date of such downgrade ("**Step Up**"). Following the Step Up until the rating of the Debentures or the long term credit rating of the Issuer is upgraded, the prevailing Step Up Rate shall be decreased by 0.50% p.a. (zero decimal five zero percent) for each upgrade of 1 (one) notch in the rating (until the rating of the Debentures or the long term credit rating of the Issuer is restored to the Rating and/or the rating existing on the Deemed Date of Allotment (as the case may be)) ("**Step Down Coupon**"). Such Step Down Coupon shall be applicable from the date of such upgrade. Provided however that, the decreased rate of interest / Step Down Coupon, in any case, cannot be lower than the Coupon Rate. In case the Company has obtained a rating in relation to the Debentures, its long term rating, or any of its credit facility(ies), instruments or any security(ies) (including capital market instruments) from more than one rating agency, the lowest rating issued by the rating agency shall be considered for the purpose of increase in the coupon, on or after the Effective Date of this Key Information Document. Rating shall be obtained from CRISIL, ICRA, CARE and/or India Ratings.
Coupon/Dividend Payment Frequency	Quarterly. The indicative interest payment schedule is set out in Annexure IV.
Coupon/Dividend Payment Dates	Please refer Annexure IV.
Cumulative / non cumulative, in case of dividend	Not Applicable.

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

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

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

	received for the issuance of the Debentures and the execution, delivery and performance by the Company of the Transaction Documents in accordance with the Companies Act, 2013, the Companies (Prospectus and Allotment of Securities) Rules, 2014, the Companies (Share Capital and Debentures) Rules, 2014 and other rules prescribed including filing the necessary forms with the registrar of companies, including e-Form MGT-14 for board and shareholder resolution; (c) to the extent applicable - copies of the resolution of the shareholders of the Company under Sections 180(1)(c) and 180(1)(a) of the Act, certified as correct, complete and in full force and effect by an appropriate officer of the Company; (d) Execution of the Transaction Documents in a form and manner satisfactory to the Debenture Trustee shall have taken place; (e) Rating of the Debentures being completed and the rating agency having provided a minimum rating of 'ICRA A- Stable' for the Debentures and the rating letter issued by the Rating Agency being in a form and manner satisfactory to the Debenture Trustee; (f) Due execution of the Depository Agreements by, inter-alia, the Depository and the Company; (g) Due execution of the Tripartite Agreement by, inter-alia, the Registrar and Transfer Agent, Depository and the Company; (h) a copy of the consent from the Registrar to act as the Registrar and Transfer Agent for the issue of Debentures; (i) The Company shall have received consent from the Debenture Trustee to act as the debenture trustee for the issue of Debentures; (j) The Company shall have obtained due-diligence certificate in 'Annexure IIA' of the Master Circular for Debenture Trustees from the Debenture Trustee; (k) The Company shall have obtained International Securities Identification Number (ISIN); (l) Security creation in accordance with Chapter III (Security and Covenant Monitoring System) of the Master Circular for Debenture Trustees; (m) The Company shall have submitted to the Debenture Trustee, all required documents for the purpose of satisfying its respective KYC requirements; (n) The Company shall have submitted to the Debenture Trustee, its audited account statements for the most recent three financial year or financial half-year; (o) The Company shall have submitted to the Debenture Trustee, a copy of the in-principle approval provided by the BSE in respect of the listing of the Debentures; (p) certificate from authorised signatory of Issuer stating the persons authorised to sign the transaction, confirming that no Event of Defaults have occurred that the representations and warranties are true and effective; (q) a certificate from independent chartered accountant stating that the issuance of the Debentures does not exceed the borrowing limits as specified in the shareholders resolution passed by Issuer; (r) Circulation of the Disclosure Documents; (s) a certificate from independent chartered accountant stating that there are no statutory overdues and / or any statutory proceedings pending against the Company and that there are

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

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

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

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

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

Note:

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

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

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

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

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

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

f) Debt securities shall be considered as secured only if the charged asset is registered with Sub-registrar and Registrar of Companies or CERSAI or Depository etc., as applicable, or is independently verifiable by the debenture trustee.

g) Before making the application for listing of debt securities, the Issuer shall create charge as specified in the Debenture Trust Deed/ General Information Document/ Key Information Document, in favour of the debenture trustee and also execute debenture trust deed (DTD) with the Debenture trustee. The Stock Exchange(s) shall list the debt securities only upon receipt of a due diligence certificate as per format specified in NCS Listing Regulations from debenture trustee confirming creation of charge and execution of the Debenture Trust Deed. The charge created by Issuer shall be registered with Sub-registrar, Registrar of Companies, CERSAI, Depository etc., as applicable, within 30 days of creation of such charge. In case the charge is not registered anywhere or is not independently verifiable, then the same shall be considered a breach of covenants/ terms of the issue by the Issuer.

h) The Issuer reserves the right to make multiple issuances under the same ISIN. Any such issue can be made either by way of creation of a fresh ISIN or by way of issuance under an existing ISIN at premium/par/discount as the case may be.