

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

- (a) The Issuer shall submit all duly completed documents to the BSE, SEBI, ROC or any other Governmental Authority, as are required under Applicable Law and procure permission for listing of the Debentures from the Stock Exchange within (T+3) working days, wherein “T” shall be referred to the issue closing date (“**Listing Period**”).
- (b) The Issuer shall ensure that the Debentures continue to be listed on the wholesale debt market segment of the BSE.
- (c) In the event there is any delay in listing of the Debentures beyond (T+3) working days, wherein “T” shall be referred to the issue closing date, the Issuer will pay to the Debenture Holders, penal interest of 1% (one percent) per annum over the Interest Rate, from the date of allotment of the Debentures until the date of listing, when the listing of the Debentures is completed.

Security Name (Name of the non-convertible securities which includes Coupon / dividend, Issuer Name and maturity year)	9.75% UGRO CAP 2027	
Issuer	Ugro Capital Limited	
Type of Instrument	Fully Paid, Rated, Senior, Secured, Listed, Taxable, Redeemable, Non-Convertible Debentures	
Nature of Instrument (Secured or Unsecured)	Fully Paid, Rated, Senior, Secured, Listed, Taxable, Redeemable, Non-Convertible Debentures	
Issue Schedule	Issue Opening Date	29 th September 2026
	Issue Closing Date	29 th September 2026
	Pay-in Date	30 th September 2026
	Deemed Date of Allotment	30 th September 2026
Seniority (Senior or subordinated)	Senior	
Eligible Investors	Please refer to Section 4.7 (Eligible Investors).	
Listing (name of stock Exchange(s) where it will be listed and timeline for listing)	BSE	
Rating of Instrument	“IND A+ / Positive” (Pronounced as Single A plus with Positive) issued by Rating Agent	
Minimum Subscription	Minimum of 1,000 (one thousand) Debentures and then in multiples of 1 (one) Debenture thereafter	
Option to retain oversubscription (Amount)	Up to 1,50,000 (One Lakh and Fifty Thousand) fully paid, rated, senior, secured, listed, taxable, redeemable, non-convertible debentures, each having a face value of INR 10,000/- (Indian Rupees Ten Thousand Only), for cash, at	

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	par, aggregating up to INR 1,50,00,00,000/- (Indian Rupees One Hundred and Fifty Crores Only).
Objects of the Issue / Purpose for which there is requirement of funds	The proceeds of the issuance of Debentures will be utilized by the Issuer for the following purposes: - onward lending purposes by the Issuer; and - for the general corporate purposes of the Issuer. Provided that no part of the proceeds shall be utilized directly/indirectly towards the following: (a) any capital market instrument such as equity and equity linked instruments or any other capital market related activities (whether directly or indirectly); (b) any speculative purposes; (c) investment in the real estate sector/real estate business (including the acquisition/purchase of land); and (d) in contravention of Applicable Law (including without limitation, any guidelines, rules or regulations of the RBI and SEBI).
In case the issuer is a NBFC and the objects of the issue entail loan to any entity who is a 'group company' then disclosures shall be made in the prescribed format:	Not Applicable. The proceeds raised from the Issue will be used solely for the Purpose as particularly mentioned in the Section 1 (Definitions and Abbreviations) of this Key Information Document.
Details of the utilization of the Proceeds	The proceeds of the issuance of Debentures will be utilized by the Issuer for the following purposes: - onward lending purposes by the Issuer; and - for the general corporate purposes of the Issuer. Provided that no part of the proceeds shall be utilized directly/indirectly towards the following: (a) any capital market instrument such as equity and equity linked instruments or any other capital market related activities (whether directly or indirectly); (b) any speculative purposes; (c) investment in the real estate sector/real estate business (including the acquisition/purchase of land); and (d) in contravention of Applicable Law (including without limitation, any guidelines, rules or regulations of the RBI and SEBI).
Coupon Rate	9.75% (Nine decimal Seven Five percent) per annum payable monthly
Step Up / Step Down Coupon Rate	Not applicable

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Coupon Payment Frequency	Monthly
Coupon Payment Dates	As per the dates set out in Annexure IV .
Coupon Type (Fixed, floating or other structure)	Fixed
Coupon Reset Process (including rates, spread, effective date, interest rate cap and floor etc.)	Not Applicable
Day Count Basis (Actual / Actual)	Actual / Actual basis. The Coupon (if any) shall be computed on the basis of actual number of days elapsed in a year, for this purpose a year shall comprise of a period of 365 (Three Hundred and Sixty-Five) days. In case of a leap year, if 29th February of the relevant leap year falls during the Tenor of the Debentures, then the number of days shall be reckoned as 366 (Three Hundred and Sixty-Six) days for the one-year period.
Interest on Application Monies	At the Coupon rate (subject to deduction of tax at source, as applicable) from the date of realization of cheque(s)/ demand draft(s)/ RTGS up to one day prior to the Deemed Date of Allotment. Where pay-in Date and Deemed date of Allotment are the same, no interest on Application money is to be paid.
Default Interest Rate	(a) Delay in payment of Coupon and redemption amounts: If, at any time, a Payment Default occurs, the Issuer agrees to pay additional interest at the rate of 2% p.a. (two percent per annum) over and above the applicable Coupon Rate on the Outstanding Principal Amount under the Debentures from the date of occurrence of such a Payment Default until such Payment Default is cured or the relevant Secured Obligations are repaid (whichever is earlier). (b) Breach of covenants: If, at any time, a breach of (i) any of the financial covenants set out under Clause 10.3 (<i>Financial Covenants</i>) of the Debenture Trust Deed, or (ii) any of the rating covenants set out under Clause 10.7 (<i>Rating Covenants</i>) of the Debenture Trust Deed, or (iii) any of the negative covenants set out under Clause 10.6 (<i>Negative Covenants</i>) of the Debenture Trust Deed, or (iv) any of the reporting covenants set out under Clause 10.4 (<i>Reporting Covenants</i>) of the Debenture Trust Deed, or (v) any of the affirmative covenants set out under Clause 10.5 (<i>Affirmative Covenants</i>) of the Debenture Trust Deed, occurs, the Issuer agrees to pay additional interest at the rate of 1% p.a. (one percent per annum) over and above the applicable Coupon Rate on the

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	Outstanding Principal Amount from the date of occurrence of such a breach, until the Debentures are fully redeemed or till the covenants criteria has been replenished. A cure period of 30 (thirty) days shall be provided to the Issuer to remedy the breach (“Cure Period”). It is clarified that, in case the breach of the covenants mentioned herein is not cured within the Cure Period, the default interest shall be payable from the date of occurrence of the breach and not from the lapse of the Cure Period. (c) Delay in Execution of Trust Deed: In case the Issuer has failed to execute the Deed within the time period specified by SEBI; the Company shall pay additional interest of 2% p.a. (two percent per annum) (or such other rate as specified by SEBI) over and above the Coupon Rate on the Outstanding Principal Amount of the Debentures, from the date of such non-compliance till the date of execution of the Debenture Trust Deed. (d) Delay in Transaction Security Creation: The Transaction Security pursuant to the Share Pledge Agreement for the purpose of securing the Debentures will be created upfront and perfected within 30 (thirty) days from the Deemed Date of Allotment. In case the Issuer fails to create and perfect the security, it shall pay Additional Interest at 1% (one percent) per annum over the Coupon Rate on the Outstanding Principal Amount. (e) Delay in listing: In case of delay in listing of the issue of Debentures beyond 3 (three) Business Days from the issue closing date, the Company will pay additional interest of 2% p.a. (two percent per annum) over the Coupon Rate on the Outstanding Principal Amount from the date of allotment of the Debentures until the listing of the Debentures is completed. (f) Occurrence of an Event of Default: Subject to the provisions of sub-clause (b) above, if, at any time, an Event of Default (other than a Payment Default) occurs, the Issuer agrees to pay additional interest at the rate of 1% p.a. (one percent per annum) over and above the applicable Coupon Rate on the Outstanding Principal Amount from the date of occurrence of such an Event of Default (other than a Payment Default) until such Event of Default (other than a Payment Default) is cured or the relevant Secured Obligations are repaid.
Tenor	Up to 13 (Thirteen) months from the Deemed Date of Allotment i.e., 30 th October 2027.
Redemption Date / Maturity Date	Final Redemption Date: 30 th October 2027. The Debentures shall be redeemed in the manner as set out in Annexure IV i.e. shall be fully redeemed on the Final Redemption Date.

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	Further, the Outstanding Principal Amounts shall be repaid by way of bullet redemption on the Final Redemption Date.
Redemption Amount	Bullet repayment, At par – On the Final Redemption Date
Redemption Premium/ Discount	Not Applicable
Issue Price	INR 10,000/- (Indian Rupees Ten Thousand Only)
Discount at which security is issued and the effective yield as a result of such discount	Not Applicable
Premium / Discount at which security is redeemed and the effective yield as a result of such premium / discount	Not Applicable
Put Date	Not Applicable
Put Price	Not Applicable
Call Date	Not Applicable
Call Price	Not Applicable
Put Notification Time (Timelines by which the investor need to intimate Issuer before exercising the put)	Not Applicable
Call Notification Time (Timelines by which the Issuer need to intimate investor before exercising the call)	Not Applicable
Face Value	INR 10,000/- (Indian Rupees Ten Thousand Only) per Debenture
Minimum Application and in multiples of thereafter	Minimum of 1,000 (one thousand) Debentures and then in multiples of 1 (one) Debenture thereafter
Issue Timing 1) Issue Opening Date 2) Issue Closing Date 3) Date of earliest closing of the Issue, if any	1) 29 th September 2026 2) 29 th September 2026 3) Not Applicable 4) 30 th September 2026 5) 30 th September 2026

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4) Deemed Date of Allotment	
5) Pay-in Date	
Settlement mode of the Instrument	RTGS / NEFT / IMPS
Depositories	NSDL and CDSL
Disclosure of Interest / Dividend / Redemption Dates	Please refer to Annexure IV in this Key Information Document.
Record Date	As set out more particularly in Section 1 of this Key Information Document.
All covenants of the issue (including side letters, accelerated payment clause, etc.)	Affirmative Covenants Please refer to Section 3.1.1 of this Key Information Document. Negative Covenants Please refer to Section 3.1.2 of this Key Information Document. Reporting Covenants Please refer to Section 3.1.3 of this Key Information Document. Financial Covenants Please refer to Section 3.1.4 of this Key Information Document.
Disclosures in terms of SEBI Debenture Trustees Master Circular	The Debentures shall be considered as secured only if the Pledged Shares are registered with the depository and the Registrar of Companies (" ROC ") by way of filing appropriate forms and Central Registry of Securitisation Asset Reconstruction and Security Interest of India (" CERSAI "), if applicable, and is independently verifiable by the Debenture Trustee.
Process of due diligence carried out by the Debenture Trustee	The Debenture Trustee, either through itself or its agents /advisors / consultants, shall carry out requisite diligence to verify the status of encumbrance and valuation of the Pledged Shares and whether all permissions or consents (if any) as may be required to create the security as stipulated in the Key Information Document and the Applicable Laws, have been obtained. For the purpose of carrying out the due diligence as required in terms of the Applicable Laws, the Debenture Trustee, either through itself or its agents / advisors / consultants, shall have the power to examine the books of account of the Company and to have the Pledged Shares inspected by its officers and/or external auditors/valuers/ consultants/ lawyers/ technical expert's/ management consultants appointed by the Debenture Trustee. The Company shall provide all assistance to the Debenture Trustee to enable verification from the ROC, CERSAI,

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	Depositories, information utility or any other authority, as may be required, where the Pledged Shares and/or prior encumbrances in relation to the Pledged Shares of the Company or any third-party security provider for securing the Debentures, are registered / disclosed. Without prejudice to the aforesaid, the Company shall ensure that it provides and procures all information, representations, confirmations and disclosures as may be required in the sole discretion of the Debenture Trustee to carry out the requisite diligence in connection with the issuance and allotment of the Debentures, in accordance with the Applicable Laws. The Debenture Trustee shall have the power to either independently appoint or direct the Company to appoint intermediaries, valuers, chartered accountant firms, practicing company secretaries, consultants, lawyers and other entities in order to assist in the diligence by the Debenture Trustee. All costs, charges, fees and expenses that are associated with and incurred in relation to the diligence as well as preparation of the reports/certificates/ documentation, including all out-of-pocket expenses towards legal or inspection costs, travelling and other costs, shall be solely borne by the Company.
Description regarding Security (where applicable) including type of security (movable / immovable / tangible etc.), type of charge (pledge / hypothecation / mortgage etc.), date of creation of security / likely date of creation of security, minimum security cover, revaluation, replacement of security, interest to the debenture holder over and above the coupon rate as specified in the Debenture Trust Deed and disclosed in the General Information Document.	The Debentures shall be secured by way of a first ranking, exclusive and continuing charge over the Pledged Shares in such form and manner as shall be more particularly set out in the Share Pledge Agreement. The Security shall be created and registered on or before the Deemed Date of Allotment pursuant to the terms of the Share Pledge Agreement and such other Transaction Documents and shall perfect the security over the Pledged Shares within the timelines set out in the Transaction Documents. Security Cover: The Issuer shall ensure that the value of the Pledged Shares charged in favour of the Debenture Trustee, shall at all times from the Deemed Date of Allotment until the Final Settlement Date is equal to at least 2.00x (Two decimal Zero Zero times) or at least 200% (two hundred percent) the value of the aggregate of the Secured Obligations (“Security Cover”). Delay in creation of Security: The Issuer shall pay a penal interest of 1.0% (one percent) p.a. in case there is any delay in the creation of security from the Deemed Date of Allotment until the registration and perfection of the security over the Pledged Shares. Terms of creation and replacement of Security: The Security shall be created over the Pledged Shares as per the terms and conditions as more particularly set out in the Share Pledge Agreement. In case of any shortfall in Security Cover, the Issuer shall top-up the Security to the extent of the deficit within 30 (thirty) days or alternatively provide additional Security to the extent of deficit in the form of charge over cash or cash equivalent(s) or investments or loan receivables of the Issuer that comply with “Eligibility Criteria” set out below. The Security Cover being offered in a form other than pledge of shares would be to the extent of 1.10x times the Secured Obligations. The

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	alternative security shall also be provided upon the merger of the Underlying Company with the Issuer pursuant to which the pledge shall cease to be effective. The Issuer shall ensure that such alternative security is provided prior to the pledge ceasing to be effective to ensure that the Debentures continue to be secured at all times. Eligibility Criteria: (i) Loans must be unencumbered and not sold or assigned or subject to any other security interest created by the Company; (ii) Loans must have been originated while complying with all the extant 'know your customer' norms specified by the Reserve Bank of India; (iii) Loans are of standard category at the time of hypothecation and have not been terminated or prepaid; (iv) No loans must have days past due of greater than 90 days; (v) No loans should be restructured or rescheduled; (vi) No loans constituting the portfolio should be given to related parties; (vii) Each loan constituting the portfolio should have been fully disbursed; (viii) There are no outstanding obligations, on the part of Company, to be performed under the loan agreements entered into by the Company in relation to the loans; and (ix) The Company has not initiated legal or repossession against any of the obligors of the loans (if applicable). In case of any repugnancy between the terms of this Key Information Document read together with the General Information Document and the terms of creation of security as set out in the Share Pledge Agreement, the terms of the Share Pledge Agreement shall prevail to the extent of inconsistency.
Transaction Documents	shall mean: (a) the Debenture Trust Deed; (b) the Debenture Trustee Agreement; (c) the Share Pledge Agreement; (d) General Information Document; (e) Key Information Document with Form PAS-4; (f) the Debenture Trustee Consent Letter; (g) the Merchant Banker Consent Letter; (h) the credit rating letter issued by the Rating Agency; (i) the consent letter issued by the Registrar and Transfer Agent; (j) each tripartite agreement between the Company, the Registrar and the relevant Depository; and (k) any other document that may be designated as a

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	Transaction Document by the Debenture Trustee, and “ Transaction Document ” means any of them.
Conditions Precedent to Disbursement	(a) A certified true copy of the constitutional documents of the Company (being its Memorandum and Articles of Association and Certificate of Incorporation) shall have been submitted to the Debenture Trustee; (b) All corporate approvals from the Board of Directors and shareholders of the Company, if applicable, shall have been received for the issuance of the Debentures and the execution, delivery and performance by the Company of the Transaction Documents in accordance with the Act, the Companies (Prospectus and Allotment of Securities) Rules, 2014, the Companies (Share Capital and Debentures) Rules, 2014 and other rules prescribed; (c) Execution of the Transaction Documents in a form and manner satisfactory to the Debenture Trustee shall have taken place; (d) The Company shall have provided to the Debenture Trustee a certificate from a director/ company secretary of the Company certifying that: (i) the persons authorised to sign the Transaction Documents and any document to be delivered under or in connection therewith, on behalf of the Issuer, together with the names, titles and specimen signatures of such authorised signatories; (ii) the Company and its Directors have the necessary powers under the Memorandum and Articles of Association of the Company to borrow moneys pursuant to the issuance of the Debentures; (iii) the borrowing of moneys pursuant to the issuance of the Debentures and creation of Security over the Pledged Shares pursuant to the Share Pledge Agreement will not cause any limit binding on the Company to be exceeded; (iv) no consents and approvals are required by the Issuer from its creditors or any Governmental Authority or any other person for the issuance of the Debentures and creation of security under the Share Pledge Agreement; (v) absence of any Event of Default, any force majeure event and any Material Adverse Effect; (vi) all representations and warranties contained in this Key Information Document are true and correct in all material respects on and as of the Deemed Date of Allotment, before and after giving effect to the Issue and to the application of the proceeds therefrom; (vii) no investor or shareholder consent/ approval, pursuant to the articles of association of the

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	Issuer or any shareholders' agreements or other documents/ instruments entered into by the Issuer and its shareholders and investors, is required for the Issuer to enter into or perform its obligations under the Transaction Documents; and (viii) Share Valuation Report duly signed by the practicing authority in the manner acceptable to the Debenture Trustee. (e) Copy of the e-Form MGT-14 filed with the ROC with respect to the board resolution or shareholders' resolution (as applicable and if required under the Act) passed for the issue of Debentures; (f) a copy of the rating letter and/ or the rating rationale issued by the Rating Agency in relation to the Debentures; (g) a copy of the consent from the Registrar to act as the Registrar and Transfer Agent for the issue of Debentures; (h) The Company shall have received consent from the Debenture Trustee to act as the Debenture Trustee for the issue of Debentures; (i) Due execution of the Depository Agreements by, inter-alia, the Depository and the Company; (j) Due execution of the Tripartite Agreement by, inter-alia, the Registrar and Transfer Agent, Depository and the Company; (k) The Company shall have submitted to the Debenture Trustee, all required documents for the purpose of satisfying its respective KYC requirements; (l) The Company shall have submitted to the Debenture Trustee, a copy of the in-principle approval provided by the BSE in respect of the listing of the Debentures; (m) The Company shall have submitted to the Debenture Trustee, its audited account statements for the most recent financial year; and (n) The Company shall have submitted to the Debenture Trustee, evidence that the fees, costs and expenses due from the Issuer pursuant to the Transaction Documents prior to execution have been paid to the satisfaction of the Debenture Trustee; and such other information, documents, certification by Issuer's authorized representatives, opinions and instruments as the Debenture Holders may reasonably request. Such other conditions as may be specified in the Debenture Trust Deed, the other Transaction Documents or are customary to the nature and size of this transaction.
Conditions Subsequent to Disbursement	Company shall fulfil each of the following conditions within the stipulated timelines: (a) Certified true copy of the board resolution for the allotment of the relevant Debentures, within 2 (two)

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	Business Days of the Deemed Date of Allotment of Debentures; (b) the Company shall make the application for listing of the Debentures and obtain listing of the Debentures within the time period prescribed under the SEBI Listing Timelines Requirements; (c) the Issuer shall ensure that the Debentures are credited into the demat account(s) of the Debenture Holders within 2 (Two) Business Days from the Deemed Date of Allotment or such time as set out under Listed NCDs Master Circular as amended from time to time; (d) The Company shall immediately on receipt of funds, take on all necessary steps to, including making all applicable filings in the Registrar of Companies and obtaining all necessary approvals including filing Form PAS 3 along with requisite fee within the timelines prescribed by the Act and Rules thereunder; (e) The Issuer shall have submitted a copy of the filed Form CHG-9 (as per the Act) with the relevant Registrar of Companies within 30 (thirty) days of execution of the Share Pledge Agreement, together with the certificate of registration of charge obtained in relation to the pledge over the equity shares of the Underlying Company. (f) Within 7 (seven) Business Days from the Deemed Date of Allotment, submit to the Debenture Trustee: (a) a copy of the pledge request form filed with the Depository in relation to the Pledged Shares; (b) the intimation received from the Depository confirming the creation and noting of the pledge over the Pledged Shares in favour of the Debenture Trustee; and (c) the statement of holdings in respect of the Pledged Shares issued by the Depository Participant, evidencing the pledge in favour of the Debenture Trustee pursuant to the terms of the Debenture Trust Deed. (g) Providing all the necessary assistance to the Debenture Trustee for filing of and registering with the Central Registry under the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 for the exercise of the rights, powers and authority hereby conferred on the Debenture Trustee for effecting and perfecting the Security created or purported to be created under the Share Pledge Agreement and for enforcement of such Security within the timeline stipulated under applicable Law; (h) Copy of Form PAS-5 being maintained by the Issuer in accordance with the Act, where the Issuer has recorded the names of the subscribers to the relevant Debentures within 7 (Seven) Business Days of the Deemed Date of Allotment of Debentures; (i) As applicable to the Issuer in accordance with the applicable Law(s), relevant filings in the prescribed form to be made with an information utility registered with the Insolvency and Bankruptcy Board of India in
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	accordance with provisions of the Insolvency Code and other regulations including the Insolvency and Bankruptcy Board of India (Information Utilities) Regulations, 2017; and (j) The Issuer shall ensure compliance of such other condition and provide such other information and documents and execute such documents as are customary for a financing similar to the issuance of the Debentures or as Subscriber may reasonably request or as maybe required under the applicable Law (including without limitation, the Act and any other guidelines/ circulars issued by the SEBI and/ or RBI).
Events of Default (including manner of voting /conditions of joining Inter Creditor Agreement)	Please refer to Section 3.3 of this Key Information Document.
Creation of recovery expense fund	As applicable, the Issuer is in compliance with the provisions of recovery expense fund in the manner as set out in NCS Regulations and the SEBI Debenture Trustees Master Circular or such other circulars as may be specified and amended by the SEBI from time to time.
Conditions for breach of covenants (as Specified in the relevant Tranche Debenture Trust Deed)	Please refer to sections named "Default Interest Rate" above and Section 3.3 below.
Provisions related to Cross Default Clause	means occurrence of any of the following The Company (i) defaults in any payment of any Financial Indebtedness except technical default on account of money available but not paid due to operational reasons if accepted by Debenture Trustee (ii) payment acceleration in any other Financial Indebtedness whether as a result of an event of default or breach of any covenants, by whatever name called beyond the period of grace (not to exceed 30 days), if any, provided in the instrument or agreement under which such Financial Indebtedness was created; (iii) defaults in the observance or performance of any agreement or condition relating to any Financial Indebtedness or contained in any instrument or agreement evidencing, securing or relating thereto or any other event shall occur or condition exist, the effect of which default or other event or condition is to cause or to permit the holder or holders of such Financial Indebtedness to cause (determined without regard to whether any notice is required) any such Financial Indebtedness to become due prior to its stated maturity; or (iv) any Financial Indebtedness of the Company shall be declared to be due and payable, or required to be prepaid

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	other than by a regularly scheduled required prepayment, prior to the stated maturity thereof.
Risk factors pertaining to the issue	Risks Relating to Reduced Face Value Debentures and Limited Market Liquidity The Debentures are being issued at a face value of Rs.10,000 each pursuant to the SEBI NCS Master Circular, which permits issuance of listed debt securities on a private placement basis at a reduced denomination from the standard minimum face value of Rs.1,00,000. The reduced denomination does not mitigate any credit, liquidity, interest rate or other investment risks associated with such securities. Any security structure, credit enhancement or repayment mechanism (if applicable) will be as specified in the relevant offer document. Although the Debentures may be listed on a recognised stock exchange, there can be no assurance of liquidity or the development of an active secondary market. Investors should conduct their own independent assessment before making an investment decision. AS ON THE DATE OF THIS KEY INFORMATION DOCUMENT, THE ISSUER HAS NOT DEFAULTED IN COMPLIANCE WITH ANY MATERIAL COVENANTS IN RESPECT OF ITS OUTSTANDING DEBT INSTRUMENTS OR DEPOSITS OR BORROWINGS, INCLUDING ANY DEFAULT IN CREATION OF SECURITY AS PER TERMS AGREED, DEFAULT IN PAYMENT OF INTEREST, DEFAULT IN REDEMPTION OR REPAYMENT, NON-CREATION OF DEBENTURE REDEMPTION RESERVE, DEFAULT IN PAYMENT OF PENAL INTEREST WHEREVER APPLICABLE. RISK OF THE ISSUE BEING TREATED AS A DEEMED PUBLIC ISSUE The Issue is being made strictly on a private placement basis to identified eligible investors and is not intended to be an offer to the public. However, if the Debentures are subsequently offered, distributed, transferred or down-sold in a manner that suggests that the private placement was made with a view to onward distribution to a wider investor base, including through arrangers, brokers, distributors, platforms or other intermediaries, the Issue may be alleged or treated as a deemed public issue / non-compliant private placement. Any such regulatory determination may result in penalties, refund obligations, additional disclosure or compliance requirements, restrictions on future fund raising, delay in listing or trading, reputational impact and other adverse consequences for the Issuer and/or relevant intermediaries. This may adversely affect the liquidity, transferability and value of the Debentures. Deterioration in Asset Quality, Liquidity Position and Loan Portfolio Performance May Adversely Affect the Issuer The Issuer's business and financial performance are subject to various risks, including an increase in borrower delinquencies and non-performing assets, higher provisioning and loan write-offs, asset-liability mismatches, dependence on timely refinancing and concentration of its loan portfolio in

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	unsecured retail lending. Any deterioration in the repayment capacity of borrowers, delay in loan collections, inability to obtain additional borrowings or refinancing on acceptable terms, or adverse regulatory changes relating to unsecured lending may increase the Issuer's credit costs and place pressure on its liquidity and profitability. The occurrence of any such events may adversely affect the Issuer's business, results of operations, financial condition and ability to meet its obligations, including payment of interest and repayment of principal in respect of the NCDs. Proposed Merger of Profectus Capital Private Limited with the Issuer May Affect the Continuity, Enforceability and Maintenance of the Security Cover for the Debentures The Debentures are secured by a pledge over equity shares of Profectus Capital Private Limited. The Issuer proposes to merge Profectus Capital Private Limited with itself. Upon completion of the merger, the pledged shares may cease to exist or may no longer be capable of being held or enforced in their present form. There can be no assurance that replacement security will be created in time or that the required Security Cover will continue to be maintained. Any failure to maintain the stipulated Security Cover may adversely affect the interests of the Debenture Holders and may also constitute an Event of Default under the Transaction Documents. Further, please refer to Section 3 (<i>Risk Factors</i>) of the General Information Document.																				
Governing Law	The Transaction Documents shall be governed by and will be construed in accordance with the laws of India and any disputes arising there from shall be subject to the jurisdiction of appropriate courts and tribunals at Mumbai, India, and as more particularly provided for in the respective Transaction Documents.																				
Issue wise green shoe option exercised vis-à-vis the base issue size and green shoe size as specified in the issues undertaken by the Issuer in the previous financial year	<table><tr><th>Sr. No.</th><th>Date of Allotment</th><th>Issue Size (Amount in Rs.)</th><th>Green Shoe portion exercised (Amount in Rs.)</th></tr><tr><td>1</td><td>24-04-2025</td><td>Base Issue size- Rs. 100,00,00,000/- Green shoe option- Rs. 100,00,00,000/-</td><td>1,00,00,00,000</td></tr><tr><td>2</td><td>15-09-2025</td><td>Base Issue size- Rs. 100,00,00,000/- Green shoe option- Rs. 100,00,00,000/-</td><td>1,00,00,00,000</td></tr><tr><td>3</td><td>25-09-2025</td><td>Base Issue size- Rs. 50,00,00,000/- Green shoe option- Rs. Nil</td><td>Nil</td></tr><tr><td>4</td><td>17-10-2025</td><td>Base Issue size- Rs. 100,00,00,000/- Green shoe option- Rs. 50,00,00,000/-</td><td>50,00,00,000</td></tr></table>	Sr. No.	Date of Allotment	Issue Size (Amount in Rs.)	Green Shoe portion exercised (Amount in Rs.)	1	24-04-2025	Base Issue size- Rs. 100,00,00,000/- Green shoe option- Rs. 100,00,00,000/-	1,00,00,00,000	2	15-09-2025	Base Issue size- Rs. 100,00,00,000/- Green shoe option- Rs. 100,00,00,000/-	1,00,00,00,000	3	25-09-2025	Base Issue size- Rs. 50,00,00,000/- Green shoe option- Rs. Nil	Nil	4	17-10-2025	Base Issue size- Rs. 100,00,00,000/- Green shoe option- Rs. 50,00,00,000/-	50,00,00,000
Sr. No.	Date of Allotment	Issue Size (Amount in Rs.)	Green Shoe portion exercised (Amount in Rs.)																		
1	24-04-2025	Base Issue size- Rs. 100,00,00,000/- Green shoe option- Rs. 100,00,00,000/-	1,00,00,00,000																		
2	15-09-2025	Base Issue size- Rs. 100,00,00,000/- Green shoe option- Rs. 100,00,00,000/-	1,00,00,00,000																		
3	25-09-2025	Base Issue size- Rs. 50,00,00,000/- Green shoe option- Rs. Nil	Nil																		
4	17-10-2025	Base Issue size- Rs. 100,00,00,000/- Green shoe option- Rs. 50,00,00,000/-	50,00,00,000																		

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

	5	06-11-2025	Base Issue size- Rs. 100,00,00,000/- Green shoe option- Rs. Nil	Nil
	6	17-11-2025	Base Issue size- Rs. 50,00,00,000/- Green shoe option- Rs. Nil	Nil
	7	27-11-2025	Base Issue size- Rs. 100,00,00,000/- Green shoe option- Rs. 100,00,00,000/-	50,00,00,000
	8	16-12-2025	Base Issue size- Rs. 75,00,00,000/- Green shoe option- Rs. 75,00,00,000/-	75,00,00,000
	9	18-03-2026	Base Issue size- Rs. 150,00,00,000/- Green shoe option- Rs. 75,00,00,000/-	30,00,00,000
	10	27-03-2026	Base Issue size- Rs. 46,10,00,000/- Green shoe option- Nil	Nil

Note:

1. If there is any change in Coupon Rate pursuant to any event including lapse of certain time period or downgrade in rating, then such new Coupon Rate and events which lead to such change should be disclosed.
2. The list of documents which has been executed in connection with the issue and subscription of debt securities shall be annexed.
3. While the Debentures are secured to the tune of at least 200% (Two Hundred percent) the aggregate times of the Secured Obligations or as per the terms of this Key Information Document, in favour of Debenture Trustee, it is the duty of the Debenture Trustee to monitor that the security is maintained
4. The Issuer shall provide granular disclosures in this Key Information Document, with regards to the **“Object of the Issue”** including the percentage of the issue proceeds earmarked for each of the “object of the issue”.

As specified in this Key Information Document.

5. Future Borrowings

The Company shall be entitled to borrow or raise loans or create encumbrances or avail financial assistance in whatever form and also issue promissory notes or debentures or other securities, without the consent of the Debenture Holders or the Debenture Trustee in this connection.

The Company further confirms and undertakes that it would not without the prior written consent of the Debenture Trustee create any further charge/encumbrance on the Pledged Shares in favour of other lenders or any part thereof.

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