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

GENERAL INFORMATION DOCUMENT

IKF FINANCE LIMITED
("**Issuer**" / "**Company**")

A public limited company incorporated under the Companies Act, 1956 and validly existing under the Companies Act, 2013.
General Information Document for issue of Non-Convertible Securities on a private placement basis dated: 26.02. 2026

THIS GENERAL INFORMATION DOCUMENT IS IN RELATION TO THE ISSUE OF [SENIOR/ SUBORDINATED/ UNSUBORDINATED], [UNSECURED/ SECURED], LISTED, RATED, REDEEMABLE, [PRINCIPAL PROTECTED MARKET LINKED] NON-CONVERTIBLE DEBENTURES ("DEBENTURE(S)" OR "NCD(S)"), ISSUED IN ONE OR MORE TRANCHES, AT PAR/PREMIUM/DISCOUNT UNDER SAME ISIN OR DIFFERENT ISIN, BY WAY OF A PRIVATE PLACEMENT (THE "ISSUE"), BY IKF FINANCE LIMITED (THE "COMPANY" OR "ISSUER").

THIS GID SHALL ALSO APPLY FOR LISTING OF COMMERCIAL PAPERS AND SUCH OTHER PERMISSIBLE SECURITIES BY THE COMPANY IN TERMS OF THE SECURITIES AND EXCHANGE BOARD OF INDIA (ISSUE AND LISTING OF NON-CONVERTIBLE SECURITIES) REGULATIONS, 2021.

PART A: DISCLOSURES AS PER SEBI NCS Regulations:

** *Please refer pages 1-4 for all information required to be placed on the front page of a General Information Document as per Schedule I of the Securities and Exchange Board of India (Issue and Listing of Non-Convertible Securities) Regulations, 2021*.

Please see below the disclosures as required under the terms of the SEBI NCS Regulations (as defined below):

The below disclosures as set out in this General Information Document shall be valid and applicable unless otherwise modified in the respective Key Information Document as shall be issued by the Issuer from time to time.

This General Information Document is valid for a period of 1 (one) year.

S. No.	Particulars	Relevant Disclosure
1.	**Corporate Identity Number of the Issuer**:	U65992AP1991PLC012736
2.	**Permanent Account Number of the Issuer**:	AAACI4784J
3.	**Date and place of Incorporation of the Issuer**:	Date of incorporation: May 30, 1991 Place of incorporation: Vijayawada, India
4.	**Latest registration / identification number issued by any regulatory authority which regulates the Issuer (in this case the RBI)**:	B-09.00172
5.	**Registered Office address of the Issuer**:	40-1-144, 3rd Floor, Corporate Centre, M.G. Road, Vijayawada - 520010
6.	**Corporate Office address of the Issuer**:	11th Floor, Phoenix Equinox Tower 3, Gachibowli, Hyderaba 500032, Telangana, India
7.	**Telephone No of the Issuer**:	0866-2474644
8.	**Details of Compliance officer of the Issuer:**	Name: Ch Sreenivasa Rao Telephone Number: 0866-2474644

		Email address: sreenivas@ikffinfance.com
9.	**Details of Company Secretary of the Issuer**:	Name: Ch Sreenivasa Rao Telephone Number: 0866-2474644 Email address: sreenivas@ikffinfance.com
10.	**Details of Chief Financial Officer of the Issuer**:	Name: Prakash Bhawnani Telephone Number: 040-23411181 Email address: prakashbhawnani@ikffinance.com
11.	**Details of Promoters of the Issuer:**	(a) Name: Mr. Vupputuri Gopala Kishan Prasad Telephone Number: 0866-2474644 Email address: prasadvgk@ikffinance.com (b) Name: Vupputuri Indira Devi Telephone Number: 0866-2474644 Email address: prasadvgk@yahoo.com (c) Name: Koganti Vasumathi Devi Telephone Number: 040-23412081 Email address: vasumathi@ikffinance.com
12.	**Website address of the Issuer**:	www.ikffinance.com
13.	**Email address of the Issuer**:	sreenivas@ikffinfance.com
14.	**Details of debenture trustee for the Issue:**	As set out in the respective Key Information Document
15.	**Details of credit Rating Agent for the Issue:**	As set out in the respective Key Information Document
16.	**Details of Registrar to the Issue:**	As set out in the respective Key Information Document
17.	**Legal Counsel**	As set out in the respective Key Information Document
18.	**Statutory Auditor**	As set out in the respective Key Information Document
19.	**Merchant Banker**	As set out in the respective Key Information Document
20.	**Disclosure of filing**	Given this is a private placement of non-convertible securities, there shall be no requirement of filing the same with the Registrar of Companies pursuant to the Section 26(4) of the Act.
21.	**Date of General Information Document**	27.02.2026 This General Information Document is valid for a period of 1 (one) year from the first issue opening date.
22.	**Type of General Information Document**	This General Information Document is being issued in relation to the private placement basis of Non-Convertible Securities.
23.	**The nature, number, price and amount of securities offered and issue size (base issue or green shoe), as may be applicable**	**Base Issue:** Kindly refer to the respective Key Information Document **Green Shoe:** Kindly refer to the respective Key Information Document
24.	**The aggregate amount proposed to be raised through all the stages of offers of non-convertible securities made through the General Information Document (applicable only in case of public issuance);**	Not applicable.
25.	**Issue Schedule**	**Date of opening of the Issue:** As set out in the respective Key Information Document **Date of closing of the Issue:** As set out in the respective Key Information Document **Date of earliest closing of the Issue (if any):** As set out in the respective Key Information Document This General Information Document shall be issued as on February 27, 2026 and shall be valid for a period of 1 (one) year from the first issue opening date under this General Information Document.

<table>
<tr><td>26.</td><td>Credit Rating of the Issue</td><td>As set out in the respective Key Information Document</td></tr>
<tr><td>27.</td><td>All the ratings obtained for the private placement of Issue</td><td>Please refer to S.no 25 (Credit Rating of the Issue) above.</td></tr>
<tr><td>28.</td><td>The name(s) of the stock exchanges where the securities are proposed to be listed, subject to change</td><td>The Non-Convertible Securities are proposed to be listed on the wholesale debt market of the BSE Limited (“BSE”) and / or National Stock Exchange of India Limited (“NSE”).
Please refer to Annexure VII (In-Principle approval received from BSE and / or NSE) of this General Information Document for the in-principle approval for listing obtained from BSE and / or NSE).
BSE shall be the ‘Designated Stock Exchange’ for the purpose of maintenance of the recovery expense fund prescribed by SEBI under the SEBI Debenture Trustees Circular, as may be amended from time to time.</td></tr>
<tr><td>29.</td><td>The details about eligible investors;</td><td>As shall be more particularly set out in the respective Key Information Document.</td></tr>
<tr><td>30.</td><td>Coupon rate, coupon payment frequency, redemption date, redemption amount and details of debenture trustee</td><td>As specified in the respective Key Information Document.
The details of Debenture Trustee are provided under S. No. 14 of this table above.</td></tr>
<tr><td>31.</td><td>Nature and issue size, base issue and green shoe option, if any, shelf or tranche size, each as may be applicable</td><td>Issue Size - Kindly refer to the respective Key Information Document
Base Issue Size - As set out in the respective Key Information Document.
Green shoe option - As set out in the respective Key Information Document.</td></tr>
<tr><td>32.</td><td>Details about underwriting of the issue including the amount undertaken to be underwritten by the underwriters:</td><td>Kindly refer to the respective Key Information Document</td></tr>
<tr><td>33.</td><td>Inclusion of a compliance clause in relation to electronic book mechanism and details pertaining to the uploading the General Information Document on the Electronic Book Provider Platform, if applicable.</td><td>The final subscription to the Non-Convertible Securities shall be made by the Eligible Investors through the electronic book mechanism as prescribed by SEBI under the EBP Guidelines by placing bids on the electronic book platform during the Issue period. In case the Eligible Investors are not registered on the EBP, they will have to register themselves as investor on the said platform (as a one-time exercise) and also complete the mandatory KYC verification process. The Eligible Investors should also refer to the operational guidelines of the EBP in this respect. The disclosures required pursuant to the EBP Guidelines are set out hereinbelow:
<table>
<tr><td>Details of size of the Issue including green shoe option, if any</td><td>Total Issue size of Issue: Kindly refer to the respective Key Information Document</td></tr>
<tr><td>Bid opening and closing date</td><td>Bid opening date: Kindly refer to the respective Key Information Document
Bid closing date: Kindly refer to the respective Key Information Document</td></tr>
<tr><td>Minimum Bid lot</td><td>Kindly refer to the respective Key Information Document</td></tr>
<tr><td>Manner of bidding in the Issue</td><td>Closed Bidding</td></tr>
</table></td></tr>
</table>

		Manner of allotment in the Issue	The allotment will be done on Uniform Yield basis in accordance with EBP Guidelines.
		Manner of settlement in the Issue	Pay-in of funds through ICCL and the account details are given in the Clause 8.9 (*Issue Procedure*) of this General Information Document.
		Settlement cycle	T+1, where T refers to the date of bid opening date / issue opening date
34.	**Specific declaration requested by BSE: non-equity regulatory capital**	Kindly refer to the respective Key Information Document	

Background

This General Information Document (as defined below) is related to the issue of senior / unsubordinated / subordinated, secured / unsecured, rated, listed, non-convertible securities to be issued in multiple tranches/issuances, secured/unsecured, principle protected or not, market linked or not, redeemable/perpetual, green debt securities or not, for cash at par or at premium or at discount, in a dematerialised form on a private placement basis by **IKF Finance Limited** (the "**Issuer**" or "**Company**") and contains relevant information and disclosures required for the purpose of issuing of the Non-Convertible Securities. The issue of the Non-Convertible Securities comprised in the Issue and described under this General Information Document shall be authorised by the Issuer through resolutions of the shareholders of the Issuer and the Board of Directors of the Issuer, the details of which shall be more particularly set out in the respective Key Information Document and has been authorised by the Memorandum and Articles of Association of the Company. The details of the corporate authorizations i.e. the resolution passed by the board of directors of the Issuer and the resolution passed by the shareholders of the Issuer shall be set out in each of the relevant Key Information Document that shall be issued by the Company from time to time for the purpose of issuance of the Non-Convertible Securities. The Issuer shall ensure that at all times, such relevant issuance of the Non-Convertible Securities shall be within the limits as shall be prescribed in such relevant resolution.

THIS GENERAL INFORMATION DOCUMENT IS NEITHER A PROSPECTUS NOR A STATEMENT IN LIEU OF A PROSPECTUS AND DOES NOT CONSTITUTE AN OFFER TO THE PUBLIC GENERALLY TO SUBSCRIBE FOR OR OTHERWISE ACQUIRE THE NON-CONVERTIBLE SECURITIES TO BE ISSUED UNDER THE ISSUE.

THIS GENERAL INFORMATION DOCUMENT IS PREPARED AND ISSUED IN CONFORMITY WITH THE SECURITIES AND EXCHANGE BOARD OF INDIA (ISSUE AND LISTING OF NON-CONVERTIBLE SECURITIES) REGULATIONS, 2021, ISSUED VIDE NOTIFICATION NUMBER SEBI/LAD-NRO/GN/2021/ 39 DATED 09TH AUGUST 2021, AS AMENDED FROM TIME TO TIME, READ WITH THE CIRCULARS ISSUED THEREUNDER; THE MASTER CIRCULAR FOR ISSUE AND LISTING OF NON-CONVERTIBLE SECURITIES, SECURITISED DEBT INSTRUMENTS, SECURITY RECEIPTS, MUNICIPAL DEBT SECURITIES AND COMMERCIAL PAPER ISSUED BY SECURITIES AND EXCHANGE BOARD OF INDIA, ISSUED VIDE CIRCULAR NO. SEBI/HO/DDHS/DDHS-POD/P/CIR/2025/0000000137 DATED OCTOBER 15, 2025, AS AMENDED FROM TIME TO TIME, THE PRIVATE PLACEMENT OFFER CUM APPLICATION LETTER PURSUANT TO SECTION 42 OF THE COMPANIES ACT, 2013 READ WITH RULE 14 OF THE COMPANIES (PROSPECTUS AND ALLOTMENT OF SECURITIES) RULES, 2014 AND PURSUANT TO SECTION 71 OF THE COMPANIES ACT, 2013 READ WITH RULE 18 OF THE COMPANIES (SHARE CAPITAL AND DEBENTURES) RULES, 2014 (AS APPLICABLE) FOR ISSUE OF NON-CONVERTIBLE SECURITIES ON A PRIVATE PLACEMENT BASIS.

Wilful Defaulters

The Issuer, its directors and promoters have not been declared as a wilful defaulter by RBI or any other authority. Please refer to Section 6 (*Disclosures pertaining to wilful defaulters*) for the disclosures pertaining to wilful default.

Issuer's Absolute Responsibility

The Issuer, having made all reasonable inquiries, accepts responsibility for and confirms that this General Information Document contains all information with regard to the Issuer and the Issue which is material in the context of the Issue, that the information contained in the General Information Document is true and correct in all material aspects and is not misleading, that the opinions and intentions expressed herein are honestly stated and that there are no other facts, the omission of which make this document as a whole or any of such information or the expression of any such opinions or intentions misleading.

Particulars	Date
Validity period of the General Information Document	February 27, 2026 to February 26, 2027
Issue Opening Date	Kindly refer to the respective Key Information Document
Issue Closing Date	Kindly refer to the respective Key Information Document
Pay In Date	Kindly refer to the respective Key Information Document
Deemed Date of Allotment	Kindly refer to the respective Key Information Document

GENERAL RISK

INVESTMENT IN THE NON-CONVERTIBLE SECURITIES INVOLVES A DEGREE OF RISK AND PROSPECTIVE INVESTORS SHOULD NOT INVEST ANY FUNDS IN THIS ISSUE UNLESS THEY CAN AFFORD TO TAKE THE RISK OF LOSING THEIR INVESTMENT AND SUCH RISKS AS ATTACHED TO SUCH INVESTMENTS. PROSPECTIVE INVESTORS ARE ADVISED TO MAKE AN INFORMED DECISION AND TO READ **SECTION 3** (*RISK FACTORS*) OF THIS GENERAL INFORMATION DOCUMENT CAREFULLY BEFORE TAKING AN INVESTMENT DECISION IN THIS ISSUE OF NON-CONVERTIBLE SECURITIES. FOR THE PURPOSES OF TAKING AN INVESTMENT DECISION, PROSPECTIVE INVESTORS MUST RELY ON THEIR OWN EXAMINATION OF THE ISSUER, THE ISSUE, THE GENERAL INFORMATION DOCUMENT AND THE KEY INFORMATION DOCUMENT TO BE ISSUED FROM TIME TO TOME INCLUDING THE RISKS INVOLVED IN IT. SPECIFIC ATTENTION OF THE PROSPECTIVE INVESTORS IS INVITED TO THE STATEMENT OF RISK FACTORS CONTAINED UNDER **SECTION 3** (*RISK FACTORS*) OF THIS GENERAL INFORMATION DOCUMENT. THESE RISKS ARE NOT, AND ARE NOT INTENDED TO BE, A COMPLETE LIST OF ALL RISKS AND CONSIDERATIONS RELEVANT TO THE NON-CONVERTIBLE SECURITIES OR PROSPECTIVE INVESTOR'S DECISION TO PURCHASE SUCH NON-CONVERTIBLE SECURITIES.

PROSPECTIVE INVESTORS SHOULD CONSULT THEIR OWN LEGAL, REGULATORY, TAX, FINANCIAL AND/OR ACCOUNTING ADVISORS ABOUT RISKS ASSOCIATED WITH AN INVESTMENT IN SUCH NON-CONVERTIBLE SECURITIES AND THE SUITABILITY OF INVESTING IN SUCH NON-CONVERTIBLE SECURITIES IN LIGHT OF THEIR PARTICULAR CIRCUMSTANCES.

THE ISSUE OF NON-CONVERTIBLE SECURITIES HAS NOT BEEN RECOMMENDED OR APPROVED BY THE SECURITIES AND EXCHANGE BOARD OF INDIA (**"SEBI"**) NOT DOES SEBI GUARANTEE THE ACCURACY AND ADEQUACY OF THE INFORMATION CONTAINED HEREIN.

Listing

The Non-Convertible Securities are proposed to be listed on the wholesale debt market of the BSE and / or NSE. The Issuer has obtained an in-principle approval from the Stock Exchange(s) on .

The Issuer, with prior notice to the Debenture Trustee, may get the Non-Convertible Securities listed on other material stock exchanges as it deems fit. The Issuer shall comply with the requirements of the listing agreement to the extent applicable to it on a continuous basis.

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SECTION 1: DEFINITIONS AND ABBREVIATIONS

Unless the context otherwise indicates or requires or unless a different meaning is provided to it in the respective Key Information Document or the relevant Transaction Document, the following terms shall have the meanings given below in this General Information Document.

Act	means the Companies Act 2013 and includes any rules, circulars, notifications and orders framed/ issued thereunder and any statutory modifications, re-enactments or amendments thereof or of such rules, circulars, notifications, orders, as issued from time to time.
Allot/Allotment/Allotted	The allotment of the Non-Convertible Securities pursuant to this Issue.
Applicable Accounting Standards	shall mean (a) until the adoption of Indian Accounting Standards (Ind-AS) in accordance with Applicable Law, generally accepted accounting principles in India, and (b) thereafter, Indian Accounting Standards, in each case as amended, supplemented or re-issued from time to time, applied on a consistent basis both as to amounts and to classification of items.
Applicable Law	shall mean any statute, national, state, provincial, local, municipal or other law, regulation, ordinance, rule, judgment, order, decree, byelaws, approval of Governmental Authority, directives, guidelines, policy requirement, circulars or other governmental restriction or any similar form of decision of or determination by, or any interpretation or administration having the force of law in India of any of the foregoing by Governmental Authority in India.
Applicant	means a Person who is eligible to invest in the Non-Convertible Securities and has submitted / will be submitting an Application for subscribing to the Non-Convertible Securities in accordance with the terms of the General Information Document and other Transaction Documents.
Application Form	means an application for subscribing to the Non-Convertible Securities, which is in the form annexed to this General Information Document and marked as **Annexure IV**.
Application Monies	means money paid or payable by an Applicant on its Application for subscription to the Non-Convertible Securities.
Assets	means, for any date of determination, the assets of the Issuer on such date as the same would be determined in accordance with the Applicable Accounting Standards.
Beneficial Owner(s)/ Debenture Holder(s)	means the Persons who are, for the time being, and from time to time, and who will become the owners of the Tranches/Issuances of the Non-Convertible Securities in electronic (dematerialized) form, and whose names appear in the list of the beneficial owner(s)/register of beneficial owners(s) prepared, held and given by the Depository and shall mean the Secured Debenture Holders and/or the Unsecured Debenture Holders and/ or such other holders of the Non-Convertible Security, as may be contextually applicable, and **"Beneficial Owner"** means each such Person and includes their respective successors/ transferees and assigns.
Board / Board of Directors	The Board of Directors of the Issuer for the time being and from time to time.
BSE	means the BSE Limited.
Business Day	As specified in the relevant Key Information Document.
CDSL	Central Depository Services (India) Limited.
CERSAI	means the Central Registry of Securitisation Asset Reconstruction and Security Interest.

Client Loan	means each loan disbursed by the Issuer as a lender and "Client Loans" shall construed accordingly.
Company/Issuer	shall mean IKF Finance Limited, a company incorporated under the provisions of the Companies Act, 1956 and validly existing under the Companies Act, 2013 and registered with the Reserve Bank of India as a non-deposit taking systemically important non-banking finance company with corporate identification number U65992AP1991PLC012736 and having its registered office at 40-1-144, 3rd Floor, Corporate Centre, M.G. Road, Vijayawada, Andhra Pradesh - 520010, India
Conditions Precedent	As specified in the relevant Key Information Document.
Conditions Subsequent	As specified in the relevant Key Information Document.
Constitutional Documents / Charter Documents	means the certificate of incorporation of the Issuer, the memorandum of association and articles of association of the Issuer and the certificate of registration issued by the RBI to the Issuer.
Control	shall mean right to appoint majority of the directors or to control the management or policy decisions by a person or persons acting individually or in concert, directly or indirectly, including by virtue of their shareholding or management rights or shareholders agreements or voting agreements or in any other manner.
Debenture Obligations	(a) in respect of Secured Debentures, means the Secured Obligations; and (b) in respect of the Unsecured Debentures mean the Unsecured Obligations.
Debenture Trust Deed	means each of the trust deed to be executed by and between the Debenture Trustee and the Issuer which will set out the terms upon which the respective Tranche/Issuance of the Debentures are being issued and shall include the representations and warranties and the covenants to be provided by the Issuer.
Debenture Trustee	Beacon Trusteeship Limited or such other debenture trustee appointed for respective Tranche/Issuance of the Debentures as more particularly mentioned in the respective Debenture Trustee Agreement.
Debenture Trustee Agreement	means each of the agreement executed / to be executed by and between the Debenture Trustee and the Issuer for the purposes of appointment of the Debenture Trustee to act as debenture trustee in connection with the issuance of the respective Tranche/Issuance of the Debentures.
Debenture Trustees Regulations	means the Securities and Exchange Board of India (Debenture Trustees) Regulations, 1993.
Debentures	Listed, rated, redeemable or perpetual, secured or unsecured, senior / unsubordinated / subordinated, principal protected market linked or not, green debt securities or not, non-convertible debentures to be issued by the Company on a private placement basis not or green debt securities or not) having either zero coupon or Coupon as set out in the relevant Key Information Document or redemption premium or redemption discount, or whose Coupon is linked to the performance of the reference index etc.) as more particularly set out in the Key Information Document and shall be collectively referred to as the Secured Debentures or Unsecured Debentures (as applicable).
Deed of Guarantee	shall mean each of the deed of corporate guarantee dated on or around the date of the issuance of Tranche / Issuance of the Debentures (if applicable) to be executed by the Guarantor in favor of the Debenture

	Trustee for securing the Secured Obligations for the relevant Tranche/Issuance of the Debentures.
Deed of Hypothecation/ Hypothecation Agreement	shall mean each of the deed of hypothecation dated on or around the date of the relevant Tranche / Issuance of the Debentures (if applicable) to create a charge over the Hypothecated Assets for the respective Tranche/Issuance of Debentures, to be executed between the Issuer and the Debenture Trustee to secure the Secured Obligations in relation to the respective Tranche/Issuance of the Secured Debentures.
Deemed Date of Allotment	shall mean the date on which the Debentures shall have been deemed to be allotted to the Debenture Holders – as mentioned in detail in the respective Key Information Document.
Demat	means dematerialized securities which are securities that are in electronic form, and not in physical form, with the entries noted by the Depository.
Depositories	means the depositories with which the Issuer has made arrangements for dematerialising the Non-Convertible Securities, being NSDL and CDSL.
Depositories Act	The Depositories Act, 1996, as amended from time to time
Depository Participant / DP	A depository participant as defined under the Depositories Act
Designated Stock Exchange	The stock exchange designated by the Issuer under the General Information Document being BSE for the purposes of maintaining the recovery expense fund in terms of Regulation 11 of the SEBI NCS Regulations read with SEBI Debenture Trustees Circular.
Director(s)	Director(s) of the Issuer.
Disclosure Document(s)	The General Information Document and respective Key Information Document.
DP ID	Depository Participant Identification Number.
DRR	has the meaning given to it in Section 5.32(a)
Due Date	means the date on which any interest or liquidated damages, any Redemption Payment or premature redemption amount and/or any other amounts payable, are due and payable, including but not limited to each of Redemption Dates, and any other date on which any payment is to be made by the Issuer under the respective Transaction Documents.
EBP Guidelines	The guidelines issued by SEBI with respect to electronic book mechanism under the terms of the SEBI Master Circular and the operational guidelines issued by the relevant Electronic Book Provider, as may be amended, clarified or updated from time to time.
EFT	Electronic Fund Transfer
Electronic Book Provider/ EBP	Shall have the meaning assigned to such term under the EBP Guidelines.
Eligible Investors	As set out in the respective Key Information Document.
Events of Default	As set out in the respective Key Information Document.
Final Redemption Date	With respect to any Tranche / Issuance shall mean the date on which repayment of Redemption Payment together with all other Debenture Obligations in respect of that Tranche / Issuance will be made and shall be as specified in the relevant Key Information Document issued for such Tranche / Issuance.
Final Settlement Date	means the date on which all Debenture Obligations have been irrevocably and unconditionally paid and discharged in full to the satisfaction of the Debenture Holders
Financial Indebtedness	As shall be more particularly set out in the respective Key Information Document.

Financial Statements	means in relation to a company, its audited financial statements (on a consolidated and non-consolidated basis) for a Financial Year.
Financial Year End Date	shall mean 31^{st} March of each year
Financial Year/ FY	means each period of 12 (twelve) months commencing on April 1 of any calendar year and ending on March 31 of the subsequent calendar year.
Form PAS-3	The return of allotment required to be filed by the Issuer pursuant to the Companies (Prospectus and Allotment of Securities) Rules, 2014 relating to the Non-Convertible Securities.
Form PAS-5	The record of private placement maintained by the Issuer pursuant to the Companies (Prospectus and Allotment of Securities) Rules, 2014 relating to the Non-Convertible Securities.
General Information Document	means this General Information Document issued by the Issuer for the issue of the Non-Convertible Securities on a private placement basis in accordance with Applicable Laws.
Governmental Authority	means any government (central, state or otherwise) or any governmental agency, semi-governmental or judicial or quasi-judicial or administrative entity, department or authority, agency or authority including any stock exchange or any self-regulatory organization, established under any Applicable Law.
Group Entities	means and refers to the subsidiaries of the Issuer, associate companies (as defined under the Act) of the Issuer, and the entities under Control of the Issuer, from time to time, and "**Group Entity**" shall mean anyone of them.
Guarantor	As specified in the relevant Key Information Document, if applicable.
Hypothecated Assets	As shall be more particularly set out in the respective Key Information Document.
Hypothecated Assets Report	As shall be more particularly set out in the respective Key Information Document.
Interest Payment Dates	means the payment dates as specified in the relevant Key Information Document.
Interest Rate/Coupon Rate	As specified in the relevant Key Information Document.
Issue	means the private placement of the Non-Convertible Securities.
Issue Closing Date	As specified in the relevant Key Information Document.
Issue Opening Date	As specified in the relevant Key Information Document.
Key Information Document	The Key Information Document to be issued by the Issuer in respect of each Tranche / Issuance containing inter alia the issue price, Tranche / Issuance size, interest / coupon (if any), redemption premium (if any), any material change to the disclosures and other terms and conditions vis-à-vis the General Information Document for that Tranche / Issuance of Non-Convertible Securities issued under the Issue. The Company shall be free to amend the format of Key Information Document depending upon the terms and conditions of the Non-Convertible Securities being issued in each Tranche / Issuance.
Listing Period	has the meaning given to it in Section 5.34 (*Issue Details*).
LODR Regulations / SEBI LODR Regulations	means the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015 as amended, modified or restated from time to time.
Majority Debenture Holders	As specified in the relevant Key Information Document.
Majority Resolution	means a resolution approved by the Majority Debenture Holders who are present and voting or if a poll is demanded, by the Majority Debenture

	Holders who are present and voting in such poll.
Merchant Banker	As specified in the relevant Key Information Document.
NA	Not Applicable
NBFC	Non-banking financial company
NBFC Directions	means, collectively: i. the Reserve Bank of India (Non-Banking Financial Companies – Registration, Exemptions and Framework for Scale Based Regulation) Directions, 2025 dated November 28, 2025; ii. the Reserve Bank of India (Non-Banking Financial Companies - Undertaking of Financial Services) Directions, 2025 dated November 28, 2025 as amended by the Reserve Bank of India (Non-Banking Financial Companies – Undertaking of Financial Services) (Amendment) Directions, 2025 dated December 5, 2025; iii. the Reserve Bank of India (Non-Banking Financial Companies – Governance) Directions, 2025 dated November 28, 2025; iv. the Reserve Bank of India (Non-Banking Financial Companies – Prudential Norms on Capital Adequacy) Directions, 2025 dated November 28, 2025; v. the Reserve Bank of India (Non-Banking Financial Companies – Income Recognition, Asset Classification and Provisioning) Directions, 2025 dated November 28, 2025; vi. the Reserve Bank of India (Non-Banking Financial Companies – Know Your Customer) Directions, 2025 dated November 28, 2025; vii. the Reserve Bank of India (Non-Banking Financial Companies – Miscellaneous) Directions, 2025 dated November 28, 2025; and viii. all other directions and circulars issued by the RBI in relation to the functioning and governance of non-banking financial companies, each as amended, modified, supplemented or restated from time to time.
Net Worth	As shall be more particularly set out in the respective Key Information Document.
Non-Convertible Securities	means the Debentures and / or perpetual debt instruments and/or other securities as specified by SEBI and under the Applicable Law.
NSDL	National Securities Depository Limited
NSE	Means the National Stock Exchange of India Limited.
Outstanding Amounts	As shall be more particularly set out in the respective Key Information Document.
Outstanding Principal Amount	As shall be more particularly set out in the respective Key Information Document.
PAN	Permanent Account Number
Payment Default	As shall be more particularly set out in the respective Key Information Document.
Person	shall include an individual, natural person, corporation, partnership, joint venture, incorporated or unincorporated body or association, company, Government Authority and in case of a company and a body corporate shall include their respective successors and assigns and in case of any individual his/her respective legal representative, administrators, executors and heirs and in case of trust shall include the trustee(s) for the time being and from time to time. The term “Persons” shall be construed accordingly.

Private Placement Offer cum Application Letter/PPOAL	The offer cum application letter prepared in compliance with Section 42 of the Companies Act, 2013 read with the Companies (Prospectus and Allotment of Securities) Rules, 2014.
Promoter	shall mean shall collectively mean (i) Mr. VGK Prasad aged 75 years, having PAN No. ACKPV7061N and residing at 59A-16-4/8, 3rd Road, RTC Colony, Vijayawada, Andhra Pradesh, (ii) Mrs. V.Indira Devi aged 63 years, having PAN No. ABXPV8272D and residing at 59A-16-4/8, 3rd Road, RTC Colony, Vijayawada, Andhra Pradesh and (iii) Mrs. K.Vasumathi Devi aged 47 years, having PAN No. AXEPK4252F and residing at Villa 18, Aditya Port View, Puppalaguda, Near Prathibha High School, Hyderabad, 500089
Purpose	As shall be more particularly set out in the respective Key Information Document.
Quarterly Date	means each of March 31, June 30, September 30 and December 31 of a calendar year, and "**Quarterly Dates**" shall be construed accordingly.
R&T Agent/Registrar	As specified in the relevant Key Information Document.
Rating	As specified in the respective Key Information Document.
Rating Agent	As specified in the respective Key Information Document.
RBI	Reserve Bank of India.
Record Date	As shall be more particularly set out in the respective Key Information Document.
Recovery Expense Fund/REF	means the recovery expense fund established/to be established and maintained by the Issuer in accordance with the provisions of the SEBI Debenture Trustees Circular.
Redemption Date	As shall be more particularly set out in the respective Key Information Document.
Redemption Payment	As shall be more particularly set out in the respective Key Information Document.
Register of Beneficial Owners	means the register of beneficial owners of the Non-Convertible Securities maintained in the records of the Depositories
Register of Debenture Holders	means the register of debenture holders maintained by the Issuer in accordance with Section 88 of the Act
Related Party	has the meaning given to it in the Act.
ROC	Registrar of Companies.
Rs. / INR	Indian National Rupee.
RTGS	Real Time Gross Settlement.
SEBI	Securities and Exchange Board of India constituted under the Securities and Exchange Board of India Act, 1992 (as amended from time to time).
SEBI Centralized Database Requirements	means the requirements prescribed in Chapter XIV *(Centralized Database for corporate bonds/ debentures*) of the SEBI Master Circular.
SEBI Debenture Trustees Circular / Master Circular for Debenture Trustee	shall mean a master circular dated August 13, 2025 issued by SEBI titled "*Master Circular for Debenture Trustees*", bearing reference number SEBI/HO/DDHS-PoD-1/P/CIR/2025/117 under SEBI (Debenture Trustee) Regulations, 1993, as amended from time to time.
SEBI ILNCS Regulations/ SEBI NCS Listing Regulations	The Securities and Exchange Board of India (Issue and Listing of Non-Convertible Securities) Regulations, 2021 together with the SEBI Master Circular, as amended from time to time.
SEBI Listing Timelines Requirements	means the requirements in respect of the timelines for listing of debt securities issued on a private placement basis prescribed in Chapter VII (*Standardization of timelines for listing of securities issued on a private*

	placement basis) of the SEBI Master Circular.
SEBI Master Circular / Listed NCDs Master Circular	means the circular issued by SEBI bearing the reference number SEBI/HO/DDHS/DDHS-PoD/P/CIR/2025/0000000137 dated October 15, 2025 on "*Master Circular for issue and listing of Non-convertible Securities, Securitised Debt Instruments, Security Receipts, Municipal Debt Securities and Commercial Paper*", as amended, modified, or restated from time to time.
SEBI Merchant Banker Regulations	means the Securities and Exchange Board of India (Merchant Bankers) Regulations, 1992, as amended from time to time.
Secured Debenture Holders	Holders of the Secured Debentures from time to time.
Secured Debentures	Debentures issued/to be issued by the Company which shall be secured by creation of charge over the assets of the Company and/or any other security provider.
Secured Obligations	As shall be more particularly set out in the respective Key Information Document.
Security Cover	has the meaning given to it in the Section 5.34 (*Issue Details*).
Special Resolution	means resolution approved by the Special Majority Debenture Holders who are present and voting or if a poll is demanded, by the Special Majority Debenture Holders who are present and voting in such poll.
Stock Exchange	shall mean BSE/NSE, as the case may be
Stressed Assets Framework	means the RBI's circular no. DOR.STR.REC.276/21.04.048/2025-26 dated November 28, 2025 on "Reserve Bank of India (Non-Banking Financial Companies – Resolution of Stressed Assets) Directions, 2025", as may be amended, modified or restated from time to time.
Tax	shall mean any present or future tax, including but not limited to indirect taxes such as goods and services tax, service tax, value added tax or other similar taxes), levy, duty deductions, withholdings, imposts, cesses, fees or other charge of a similar nature (including any penalty or interest payable on account of any failure to pay or delay in paying the same), now or hereafter imposed by Applicable Laws.
Tax Deduction	means a deduction or withholding for or on account of Tax from a payment under the relevant Tranche / Issuance Debenture Trust Deed.
TDS	Tax Deducted at Source.
Terms & Conditions	The terms and conditions pertaining to the Issue as outlined in the Transaction Documents.
Total Assets	As shall be more particularly set out in the respective Key Information Document.
Tranche/Issuance	Any tranche/issuance of Non-Convertible Securities issued by the Issuer from time to time under this General Information Document pursuant to such terms as set out in the respective Key Information Document.
Transaction Documents	As shall be more particularly set out in the respective Key Information Document.
Transaction Security	has the meaning given to it in the Section 5.34 (*Issue Details*).
Unsecured Debenture Holders	The holders of the Unsecured Debentures from time to time.
Unsecured Debentures	Debentures which are issued/to be issued by the Company which shall be unsecured.
Unsecured Obligations	As shall be more particularly set out in the respective Key Information Document.

WDM	Wholesale Debt Market segment of the relevant stock exchange
Wilful Defaulter	Shall mean an Issuer who is categorized as a wilful defaulter by any Bank or financial institution or consortium thereof, in accordance with the guidelines on wilful defaulters issued by the Reserve Bank of India and includes an issuer whose director or promoter is categorized as such.

SECTION 2: NOTICE TO INVESTORS AND DISCLAIMERS

2.1 ISSUER'S DISCLAIMER

This General Information Document is neither a prospectus nor a statement in lieu of a prospectus and should not be construed to be a prospectus or a statement in lieu of a prospectus under the Companies Act. The issue of the Non-Convertible Securities to be listed on the WDM segment of the BSE/NSE is being made strictly on a private placement basis. Multiple copies hereof given to the same entity shall be deemed to be given to the same person and shall be treated as such. This General Information Document does not constitute and shall not be deemed to constitute an offer or invitation to subscribe to the Non-Convertible Securities to the public in general.

As per the applicable provisions, it is not necessary for a copy of this General Information Document to be filed or submitted to the SEBI for its review and/or approval. This General Information Document has been prepared in conformity with the SEBI NCS Regulations as amended from time to time and applicable RBI regulations governing private placements of Non-Convertible Securities by NBFCs. This General Information Document has been prepared solely to provide general information about the Issuer to Eligible Investors to whom it is addressed and who are willing and eligible to subscribe to the Non-Convertible Securities. This General Information Document does not purport to contain all the information that any Eligible Investor may require. Further, this General Information Document has been prepared for informational purposes relating to this transaction only and upon the express understanding that it will be used only for the purposes set forth herein.

Neither this General Information Document nor any other information supplied in connection with the Non-Convertible Securities is intended to provide the basis of any credit or other evaluation and any recipient of this General Information Document should not consider such receipt as a recommendation to subscribe to any Non-Convertible Securities. Each potential Investor contemplating subscription to any Non-Convertible Securities should make its own independent investigation of the financial condition and affairs of the Issuer, and its own appraisal of the creditworthiness of the Issuer. Potential investors should consult their own financial, legal, tax and other professional advisors as to the risks and investment considerations arising from an investment in the Non-Convertible Securities and should possess the appropriate resources to analyze such investment and the suitability of such investment to such potential Investor's particular circumstances.

The Issuer confirms that, as of the date hereof, this General Information Document (including the documents incorporated by reference herein, if any) contains all the information that is material in the context of the Issue and regulatory requirements in relation to the Issue and is accurate in all such material respects. No person has been authorized to give any information or to make any representation not contained or incorporated by reference in this General Information Document or in any material made available by the Issuer to any potential Investor pursuant hereto and, if given or made, such information or representation must not be relied upon as having being authorized by the Issuer. The Issuer certifies that the disclosures made in this General Information Document and/or the Private Placement Offer cum Application Letter are adequate and in conformity with the SEBI NCS Regulations and the Companies (Prospectus and Allotment of Securities) Rules, 2014. Further, the Issuer accepts no responsibility for statements made otherwise than in the General Information Document or any other material issued by or at the instance of the Issuer and anyone placing reliance on any source of information other than this General Information Document would be doing so at its own risk.

This General Information Document**,** the Private Placement Offer cum Application Letter and the respective contents hereof respectively, are restricted only for the intended recipient(s) who have been addressed directly and specifically through a communication by the Issuer and only such recipients are eligible to apply for the Non-Convertible Securities. All Investors are required to comply with the relevant regulations/guidelines applicable to them for investing in this Issue. The contents of this General Information Document and/or the Private Placement Offer cum Application Letter are intended to be used only by those Investors to whom it is distributed. It is not intended for distribution to any other person and should not be reproduced by the recipient.

No invitation is being made to any persons other than those to whom Application Forms along with this General Information Document and/or Key Information Document and / or the Private Placement Offer cum Application Letter being issued have been sent. Any application by a person to whom the General Information Document and/or the Private Placement Offer cum Application Letter has not been sent by the Issuer shall be rejected without assigning any reason.

The person who is in receipt of this General Information Document and/or the Private Placement Offer cum Application Letter shall not reproduce or distribute in whole or in part or make any announcement in public or to a third party regarding the contents hereof without the consent of the Issuer. The recipient agrees to keep confidential all information provided (or made available hereafter), including, without limitation, the existence and terms of the Issue, any specific pricing information related to the Issue or the amount or terms of any fees payable to us or other parties in connection with the Issue. This General Information Document and/or the Key Information Document and / or the Private Placement Offer cum Application Letter may not be photocopied, reproduced, or distributed to others at any time without the prior written consent of the Issuer. Upon request, the recipients will promptly return all material received from the Issuer (including this General Information Document) without retaining any copies hereof. If any recipient of this General Information Document and/or the Private Placement Offer cum Application Letter decides not to participate in the Issue, that recipient must promptly return this General Information Document and/or the Private Placement Offer cum Application Letter and all reproductions whether in whole or in part and any other information statement, notice, opinion, memorandum, expression or forecast made or supplied at any time in relation thereto or received in connection with the Issue to the Issuer.

The Issuer does not undertake to update the General Information Document and/or the Private Placement Offer cum Application Letter to reflect subsequent events after the date of General Information Document and/or the Private Placement Offer cum Application Letter and thus it should not be relied upon with respect to such subsequent events without first confirming its accuracy with the Issuer, save and except the disclosures that shall be made in the Key Information Document at the time of subsequent issuances, from time to time.

Neither the delivery of this General Information Document and/or the Private Placement Offer cum Application Letter nor any sale of Non-Convertible Securities made hereafter shall, under any circumstances, constitute a representation or create any implication that there has been no change in the affairs of the Issuer since the date hereof.

This General Information Document and/or the Private Placement Offer cum Application Letter does not constitute, nor may it be used for or in connection with, an offer or solicitation by anyone in any jurisdiction in which such offer or solicitation is not authorized or to any person to whom it is unlawful to make such an offer or solicitation. No action is being taken to permit an offering of the Non-Convertible Securities or the distribution of this General Information Document and/or the Private Placement Offer cum Application Letter in any jurisdiction where such action is required. Persons into whose possession this General Information Document and/or the Private Placement Offer cum Application Letter comes are required to inform themselves of, and to observe, any such restrictions. The General Information Document is made available to potential Investors in the Issue on the strict understanding that it is confidential.

This General Information Document is for the exclusive use of the addressee and restricted for only the intended recipient and it should not be circulated or distributed to third party(ies). This Issue is made strictly on private placement basis. Apart from this General Information Document, no offer document or prospectus has been prepared in connection with the offering of this Issue or in relation to the Issuer.

It is not necessary for the General Information Document to be registered under Applicable Laws. Accordingly, this General Information Document has neither been delivered for registration nor is it intended to be registered.

This General Information Document is intended to be circulated to not exceeding 200 (two hundred) persons in the aggregate in a financial year. Multiple copies hereof given to the same entity shall be deemed to be given to the same person and shall be treated as such. It does not constitute and shall not be deemed to constitute an offer or an invitation to subscribe to the Non-Convertible Securities to the public in general.

The General Information Document does not include a statement purporting to be made by an expert. In case any such statement is made, it shall be made by an expert who is not, and has not been, engaged or interested in the formation or promotion or management, of the Company and has given his written consent to the issue of the General Information Document and has not withdrawn such consent before the delivery of a copy of the General Information Document, as applicable.

2.2 DISCLAIMER CLAUSE OF STOCK EXCHANGES

As required, a copy of this General Information Document has been filed with the BSE and / or NSE in terms of the SEBI NCS Regulations. It is to be distinctly understood that submission of this General Information Document to the BSE and / or NSE should not in any way be deemed or construed to mean that this General Information Document has been reviewed, cleared, or approved by the BSE and / or NSE; nor does the BSE and / or NSE in any manner warrant, certify or endorse the correctness or completeness of any of the contents of this General Information Document, nor does the BSE and / or NSE warrant that the Issuer's Non-Convertible Securities will be listed or will continue to be listed on the BSE and / or NSE; nor does the BSE and / or NSE take any responsibility for the soundness of the financial and other conditions of the Issuer, its promoters, its management or any scheme or project of the Issuer.

2.3 DISCLAIMER CLAUSE OF RBI

The company is having a valid certificate of registration issued by the Reserve Bank of India under Section 45 IA of the Reserve Bank of India Act, 1934. However, the RBI does not accept any responsibility or guarantee about the present position as to the financial soundness of the company or for the correctness of any of the statements or representations made or opinions expressed by the company and for repayment of deposits/ discharge of liability by the company.

2.4 DISCLAIMER CLAUSE OF SEBI

AS PER THE PROVISIONS OF THE SEBI NCS REGULATIONS, IT IS NOT STIPULATED THAT A COPY OF THIS GENERAL INFORMATION DOCUMENT HAS TO BE FILED WITH OR SUBMITTED TO THE SEBI FOR ITS REVIEW / APPROVAL. IT IS TO BE DISTINCTLY UNDERSTOOD THAT FILING OF THIS GENERAL INFORMATION DOCUMENT TO SEBI SHOULD NOT IN ANY WAY BE DEEMED OR CONSTRUED TO HAVE BEEN APPROVED OR VETTED BY SEBI AND THAT THIS ISSUE IS NOT RECOMMENDED OR APPROVED BY SEBI. SEBI DOES NOT TAKE ANY RESPONSIBILITY EITHER FOR THE FINANCIAL SOUNDNESS OF ANY SCHEME OR THE PROJECT FOR WHICH THE ISSUE IS PROPOSED TO BE MADE OR FOR THE CORRECTNESS OF THE STATEMENTS MADE OR OPINIONS EXPRESSED IN THE GENERAL INFORMATION DOCUMENT.

2.5 DISCLAIMER IN RESPECT OF JURISDICTION

This Issue is made in India to investors as specified under the paragraph titled "Eligible Investors" of this General Information Document, who shall be/have been identified upfront by the Issuer. This General Information Document and/or the Private Placement Offer cum Application Letter does not constitute an offer to sell or an invitation to subscribe to Non-Convertible Securities offered hereby to any person to whom it is not specifically addressed. Any disputes arising out of this Issue will be subject to the exclusive jurisdiction of the courts and tribunals as specified in the relevant Key Information Document. This General Information Document and/or the Private Placement Offer cum Application Letter does not constitute an offer to sell or an invitation to subscribe to the Non-Convertible Securities herein, in any other jurisdiction to any person to whom it is unlawful to make an offer or invitation in such jurisdiction.

2.6 DISCLAIMER IN RESPECT OF RATING AGENCY

Ratings are opinions on credit quality and are not recommendations to sanction, renew, disburse or recall the concerned bank facilities or to buy, sell or hold any security. The Rating Agent has based its ratings on information obtained from sources believed by it to be accurate and reliable. The Rating Agent does not, however, guarantee the accuracy, adequacy or completeness of any information and is not responsible for any errors or omissions or for the results obtained from the use of such information. Most entities whose bank facilities/instruments are rated by the Rating Agent have paid a credit rating fee, based on the amount and type of bank facilities/instruments.

2.7 **DISCLAIMER OF DEBENTURE TRUSTEE**

(I) The Debenture Trustee or its agents or advisers associated with the Issue do not undertake to review the financial condition or affairs of the Issuer during the life of the arrangements contemplated by this General Information Document and do not have any responsibility to advise any Investor or prospective Investor in the Non-Convertible Securities of any information available with or subsequently coming to the attention of the Debenture Trustee, its agents or advisors except as specifically provided for in the relevant Tranche/Issuance Debenture Trust Deed.

(II) The Debenture Trustee does not guarantee the terms of payment regarding the issue as stated in this General Information Document and shall not be held liable for any default in the same.

(III) The Debenture Trustee or its agents or advisers associated with the Issue have not separately verified the information contained in this General Information Document. Accordingly, no representation, warranty or undertaking, express or implied, is made and no responsibility is accepted by Debenture Trustee as to the accuracy or any other information provided by the Issuer. Accordingly, the Debenture Trustee associated with the issue shall have no liability in relation to the information contained in this General Information Document or any other information provided by the Issuer in connection with the issue.

(IV) The Debenture Trustee is neither a principal debtor nor a guarantor of the Debentures.

2.8 **ISSUE OF NON-CONVERTIBLE SECURITIES IN DEMATERIALISED FORM**

The Non-Convertible Securities will be issued in dematerialised form. The Issuer has made arrangements with the Depositories for the issue of the Non-Convertible Securities in dematerialised form. Investors will have to hold the Non-Convertible Securities in dematerialised form as per the provisions of Depositories Act. The Issuer shall take necessary steps to credit the Non-Convertible Securities allotted to the beneficiary account maintained by the Investor with its depositary participant. The Issuer will make the Allotment to the Investors on the Deemed Date of Allotment after verification of the Application Form, the accompanying documents and on realisation of the application money.

ASSUMPTIONS

EACH PERSON RECEIVING THIS GENERAL INFORMATION DOCUMENT SHALL BE DEEMED TO HAVE AGREED THAT AND ACCORDINGLY THE COMPANY SHALL BE ENTITLED TO PRESUME THAT SUCH PERSON:

(1) HAS REVIEWED THE TERMS AND CONDITIONS APPLICABLE TO THE NON-CONVERTIBLE SECURITIES AS CONTAINED HEREIN AND HAS UNDERSTOOD THE SAME, AND, ON AN INDEPENDENT ASSESSMENT THEREOF, FOUND THE SAME ACCEPTABLE FOR THE INVESTMENT MADE AND HAS ALSO REVIEWED THE RISK FACTORS CONTAINED HEREIN AND HAS UNDERSTOOD THE RISKS, AND THE RISKS INVOLVED IN INVESTING IN THE NON-CONVERTIBLE SECURITIES INCLUDING FOR ANY REASON HAVING TO SELL THEM OR BE MADE TO REDEEM THEM BEFORE THE FINAL REDEMPTION DATE AND DETERMINED THAT NON-CONVERTIBLE SECURITIES ARE A SUITABLE INVESTMENT AND THAT THE INVESTOR CAN BEAR THE ECONOMIC RISK OF THAT INVESTMENT;

(2) HAS BEEN AFFORDED AN OPPORTUNITY TO REQUEST AND TO REVIEW AND HAS RECEIVED AND REVIEWED THIS GENERAL INFORMATION DOCUMENT AND ALL THE ADDITIONAL INFORMATION CONSIDERED BY AN INDIVIDUAL TO BE NECESSARY TO VERIFY THE ACCURACY OF OR TO SUPPLEMENT THE INFORMATION HEREIN BELIEVED BY IT TO BE NECESSARY AND APPROPRIATE OR MATERIAL IN CONNECTION WITH, AND FOR, INVESTMENT IN THE NON-CONVERTIBLE SECURITIES;

(3) ACKNOWLEDGES THAT THE COMPANY DOES NOT UNDERTAKE TO UPDATE THE GENERAL INFORMATION DOCUMENT TO REFLECT SUBSEQUENT EVENTS AFTER THE DATE OF THE GENERAL INFORMATION DOCUMENT AND, THUS, IT SHOULD NOT BE RELIED UPON WITH RESPECT TO SUCH SUBSEQUENT EVENTS WITHOUT FIRST CONFIRMING ITS ACCURACY WITH THE ISSUER. NEITHER THE DELIVERY OF THIS GENERAL INFORMATION DOCUMENT NOR ANY SALE OF NON-CONVERTIBLE SECURITIES MADE HEREUNDER SHALL, UNDER ANY CIRCUMSTANCES, CONSTITUTE A REPRESENTATION OR CREATE ANY IMPLICATION THAT THERE HAS BEEN NO CHANGE IN THE AFFAIRS OF THE ISSUER SINCE THE DATE HEREOF;

(4) ACKNOWLEDGES THAT THIS GENERAL INFORMATION DOCUMENT DOES NOT CONSTITUTE, NOR MAY IT BE USED FOR OR IN CONNECTION WITH, AN OFFER OR SOLICITATION BY ANYONE IN ANY JURISDICTION IN WHICH SUCH OFFER OR SOLICITATION IS NOT AUTHORIZED OR TO ANY PERSON TO WHOM IT IS UNLAWFUL TO MAKE SUCH AN OFFER OR SOLICITATION. NO ACTION IS BEING TAKEN TO PERMIT AN OFFERING OF THE NON-CONVERTIBLE SECURITIES OR THE DISTRIBUTION OF THIS GENERAL INFORMATION DOCUMENT IN ANY JURISDICTION WHERE SUCH ACTION IS REQUIRED. THE DISTRIBUTION OF THIS GENERAL INFORMATION DOCUMENT AND THE OFFERING AND SALE OF THE NON-CONVERTIBLE SECURITIES MAY BE RESTRICTED BY LAW IN CERTAIN JURISDICTIONS. PERSONS INTO WHOSE POSSESSION THIS GENERAL INFORMATION DOCUMENT COMES ARE REQUIRED TO INFORM THEMSELVES ABOUT, AND TO OBSERVE, ANY SUCH RESTRICTIONS;

(5) HAS BEEN AFFORDED AN OPPORTUNITY TO VERIFY THE ACCURACY OF OR TO SUPPLEMENT THE INFORMATION HEREIN;

(6) HAS SUFFICIENT KNOWLEDGE, EXPERIENCE AND EXPERTISE AS AN INVESTOR, TO MAKE THE INVESTMENT IN THE NON-CONVERTIBLE SECURITIES;

(7) HAS NOT RELIED ON EITHER THE ISSUER OR ANY OF ITS AFFILIATE, ASSOCIATE, HOLDING, SUBSIDIARY OR GROUP ENTITIES OR ANY PERSON ACTING IN ITS OR THEIR BEHALF FOR ANY INFORMATION, ADVICE OR RECOMMENDATIONS OF ANY SORT EXCEPT AS REGARDS THE ACCURACY OF THE SPECIFIC FACTUAL INFORMATION ABOUT THE TERMS OF THE NON-CONVERTIBLE SECURITIES SET OUT IN THIS GENERAL INFORMATION DOCUMENT;

(8) HAS UNDERSTOOD THAT INFORMATION CONTAINED IN THISGENERAL INFORMATION DOCUMENT IS NOT TO BE CONSTRUED AS BUSINESS OR INVESTMENT ADVICE;

(9) HAS MADE AN INDEPENDENT EVALUATION AND JUDGMENT OF ALL RISKS AND MERITS BEFORE INVESTING IN THE NON-CONVERTIBLE SECURITIES;

(10) HAS THE LEGAL ABILITY TO INVEST IN THE NON-CONVERTIBLE SECURITIES AND THE INVESTMENT DOES NOT CONTRAVENE ANY PROVISION OF ANY LAW, REGULATION OR CONTRACTUAL RESTRICTION OR OBLIGATION OR UNDERTAKING BINDING ON OR AFFECTING THE DEBENTURE HOLDER OR ITS ASSETS; AND

(11) HAS NOT RELIED ON ANY INTERMEDIARY OR ADVISORS THAT MAY BE ASSOCIATED WITH THE ISSUE IN CONNECTION WITH ITS INVESTIGATION OF THE ACCURACY OF SUCH INFORMATION OR ITS INVESTMENT DECISION.

SECTION 3: RISK FACTORS

Investment in non-convertible securities involve a degree of risk and investors should not invest any funds in such securities unless they can afford to take the risk attached to such investments. Investors are advised to take an informed decision and to read the risk factors carefully before investing in this offering. For taking an investment decision, investors must rely on their examination of the issue including the risks involved in it. Specific attention of investors is invited to statement of risk factors contained under Section 3 of this General Information Document. These risks are not, and are not intended to be, a complete list of all risks and considerations relevant to the non-convertible securities or investor's decision to purchase such securities.

The following are the risks relating to the Company, the Debentures and the market in general envisaged by the management of the Company. Potential Investors should carefully consider all the risk factors in this General Information Document and/or Key Information Document and / or the Private Placement Offer cum Application Letter for evaluating the Company and its business and the Debentures before making any investment decision relating to the Debentures. The Company believes that the factors described below represent the principal risks inherent in investing in the Debentures but does not represent that the statements below regarding risks of holding the Debentures are exhaustive. The ordering of the risk factors is intended to facilitate ease of reading and reference and does not in any manner indicate the importance of one risk factor over another. Investors should also read the detailed information set out elsewhere in this General Information Document and/or Key Information Document and / or the Private Placement Offer cum Application Letter and reach their own views prior to making any investment decision.

REPAYMENT IS SUBJECT TO THE CREDIT RISK OF THE ISSUER.

Potential Investors should be aware that receipt of the principal amount, (i.e. the redemption amount) and any other amounts that may be due in respect of the Debentures is subject to the credit risk of the Issuer. Potential Investors assume the risk that the Issuer will not be able to satisfy their obligations under the Debentures. In the event that bankruptcy proceedings or composition, scheme of arrangement or similar proceedings to avert bankruptcy are instituted by or against the Issuer, the payment of sums due on the Debentures may not be made or may be substantially reduced or delayed.

THE SECONDARY MARKET FOR DEBENTURES MAY BE ILLIQUID.

The Debentures may be very illiquid and no secondary market may develop in respect thereof. Even if there is a secondary market for the Debentures, it is not likely to provide significant liquidity. Potential Investors may have to hold the Debentures until redemption to realize any value.

CREDIT RISK & RATING DOWNGRADE RISK

The Rating Agency has assigned the credit ratings to the Debentures. In the event of deterioration in the financial health of the Issuer, there is a possibility that the Rating Agency may downgrade the rating of the Debentures. In such cases, potential Investors may incur losses on revaluation of their investment or make provisions towards sub-standard/ non-performing investment as per their usual norms.

TAX CONSIDERATIONS AND LEGAL CONSIDERATIONS

Special tax considerations and legal considerations may apply to certain types of investors. Potential Investors are urged to consult with their own financial, legal, tax and other advisors to determine any financial, legal, tax and other implications of this investment.

ACCOUNTING CONSIDERATIONS

Special accounting considerations may apply to certain types of taxpayers. Potential Investors are urged to consult with their own accounting advisors to determine implications of this investment.

MATERIAL CHANGES IN REGULATIONS TO WHICH THE ISSUER IS SUBJECT COULD IMPAIR THE ISSUER'S ABILITY TO MEET PAYMENT OR OTHER OBLIGATIONS.

The Issuer is subject generally to changes in Indian law, as well as to changes in government regulations and policies and accounting principles. Any changes in the regulatory framework could adversely affect the profitability of the Issuer or its future financial performance, by requiring a restructuring of its activities, increasing costs or otherwise.

LEGALITY OF PURCHASE

Potential Investors of the Debentures will be responsible for the lawfulness of the acquisition of the Debentures, whether under the laws of the jurisdiction of its incorporation or the jurisdiction in which it operates or for compliance by that potential Investor with any law, regulation or regulatory policy applicable to it.

POLITICAL AND ECONOMIC RISK IN INDIA

The Issuer operates only within India and, accordingly, all of its revenues are derived from the domestic market. As a result, it is highly dependent on prevailing economic conditions in India and its results of operations are significantly affected by factors influencing the Indian economy. An uncertain economic situation, in India and globally, could result in a further slowdown in economic growth, investment and consumption. A slowdown in the rate of growth in the Indian economy could result in lower demand for credit and other financial products and services and higher defaults. Any slowdown in the growth or negative growth of sectors where the Issuer has a relatively higher exposure could adversely impact its performance. Any such slowdown could adversely affect its business, prospects, results of operations and financial condition.

RISKS RELATED TO THE BUSINESS OF THE ISSUER

1. Non-Performing Assets (NPA)

The Company makes provisions for NPAs in accordance with the provisions prescribed by the RBI. The Company believes that its overall financial profile and capitalization levels provide significant risk mitigation. However, the occurrence of NPAs or an increase in the level of NPAs may adversely affect the Company's business, financial results and/or operations.

2. Interest Rate Risk.

The Company's interest income from lending is dependent upon interest rates and their movement. Interest rates are highly sensitive to many factors beyond the control of the Company, including the monetary policies of the RBI, domestic and international economic and political conditions, inflation and other factors. Due to these factors, interest rates in India have historically experienced a relatively high degree of volatility. Consequently, there can be no assurance that significant interest rate movements will not have an adverse effect on the Company's financial results and/or operations.

3. Access to Capital Market and Commercial Borrowings

With the growth of its business, the Company will increasingly rely on funding from the debt capital markets and commercial borrowings. The Company's growth and financial performance will depend on its continued ability to access funds at competitive rates which in turn will depend on various factors including its ability to maintain its credit ratings.

4. Operational and System Risk

The Company is faced with operational and system risks, which may arise because of various factors, viz., improper authorizations, failure of employees to adhere to approved procedures, inappropriate documentation, failure in maintenance of proper security policies, frauds, inadequate training and employee errors. Further, the Company also faces security risk in terms of system failures, information system disruptions, communication systems failure which involves certain risks like data loss, breach of confidentiality and adverse effect on business continuity and network security.

If any of the systems do not operate properly or are disabled or if other shortcomings or failures in internal processes or systems are to arise, this could affect the Company's operations and/or result in financial loss, disruption of the Company's businesses, regulatory intervention and/or damage to its reputation. In addition, the Company's ability to conduct business may be adversely impacted by a disruption (i) in the infrastructure that supports its businesses and (ii) in the localities in which it is located.

5. ***Any inability of the company to attract or retain talented professionals may impact its business operations***

The business in which the Company operates is very competitive and ability to attract and retain quality talent impacts the successful implementation of growth plans. The Company may lose business opportunities and its business would suffer if such required manpower is not available on time. The inability of the Company to replace manpower in a satisfactory and timely manner may adversely affect its business and future financial performance.

6. ***Employee Misconduct***

Any kind of employee misconduct may impair the Company's ability to service clients. It is not always possible to deter employee misconduct and the precautions the Company takes to detect and prevent this activity may not be effective in all cases.

7. ***Downgrading in credit rating***

The Company cannot guarantee that any rating will not be downgraded. In the event of deterioration in the financial health of the Company, there is a possibility that the rating agency may downgrade the rating of the Debentures. In such cases, potential investors may have to take losses on re-valuation of their investment or make provisions towards sub-standard/ non-performing investment as per their usual norms. Such a downgrade in the credit rating may lower the value of the Debentures and/or the Company's ability to meet its obligations in respect of the Debentures could be affected.

8. ***Debenture Redemption Reserve***

NBFCs registered with RBI are exempt from the requirement of creation of debenture redemption reserve in respect of privately placed debentures. Pursuant to this rule, the Company does not intend to create any such reserve funds for the redemption of the Debentures.

9. ***Action upon default***

The Debentures are proposed to be secured / unsecured (as shall be set out in the relevant Key Information Document). In the event that the Company is unable to meet its payment and other obligations towards Investors under the terms of the Debentures, the Debenture Trustee may take action as per the terms of Debenture Trust Deed and the relevant Security Document.

10. ***Tax and other Considerations***

Special tax, accounting and legal considerations may apply to certain types of potential investors. Potential investors are urged to consult with their own financial, legal, tax and other professional advisors to determine any financial, legal, tax and other implications of an investment into the Debentures.

11. The Debentures may be illiquid

The Company intends to list the Debentures on the WDM segment of BSE and / or NSE. The Company cannot provide any guarantee that the Debentures will be frequently traded on the Stock Exchange and that there would be any market for the Debentures. It is not possible to predict if and to what extent a secondary market may develop for the Debentures or at what price the Debentures will trade in the secondary market or whether such market will be liquid or illiquid. The fact that the Debentures may be so listed or quoted or admitted to trading does not necessarily lead to greater liquidity than if they were not so listed or quoted or admitted to trading.

12. Future legal and regulatory obstructions

Future government policies and changes in laws and regulations in India (including their interpretation and application to the operations of the Company) and comments, statements or policy changes by any regulator and any regulatory action, including but not limited to SEBI or RBI, may adversely affect the Debentures, and restrict the Company's ability to do business. The timing and content of any new law or regulation is not within the Company's control and such new law, regulation, comment, statement or policy change could have an adverse effect on its business, financial results and/or operations. Further, SEBI, the relevant Stock Exchange(s) or other regulatory authorities may require clarifications on this General Information Document and/or relevant Key Information Document and / or the Private Placement Offer cum Application Letter, which may cause a delay in the issuance of Debentures or may result in the Debentures being materially affected or even rejected.

13. A slowdown in economic growth in India

The Company's performance and the quality and growth of its assets are necessarily dependent on the health of the overall Indian economy. A slowdown in the Indian economy may adversely affect its business, including its ability to enhance its asset portfolio and the quality of its assets, and its ability to implement certain measures could be adversely affected by a movement in interest rates, or various other factors affecting the growth of industrial, manufacturing and services sector or a general downtrend in the economy. Any adverse revision to India's credit rating for domestic and international debt by international rating agencies may adversely impact the Company's ability to raise additional financing and the interest rates and other commercial terms at which such additional financing is available.

RISKS IN RELATION TO THE SECURITY CREATED IN RELATION TO THE DEBT SECURITIES. FURTHER, ANY RISKS IN RELATION TO MAINTENANCE OF SECURITY COVER OR FULL RECOVERY OF THE SECURITY IN CASE OF ENFORCEMENT

(a) <u>Security and Guarantee may be insufficient to redeem the Secured Debentures</u>

In the event that the Company is unable to meet its payment and other obligations towards Investors under the terms of the Secured Debentures, the Debenture Trustee may enforce the Security and/or invoke the Guarantee as per the terms of security documents, and other related documents executed in relation to the Secured Debentures. The Debenture Holder(s)' recovery in relation to the Secured Debentures will be subject to (i) the market value of such Security (ii) finding willing buyers for the Security at a price sufficient to repay the Debenture Holder(s)' amounts outstanding under the Secured Debentures. There is a risk that the value realised from the enforcement of the Security may be insufficient to redeem the Secured Debentures.

Even though the Secured Debentures are to be secured to the extent of at least 100% (One Hundred percent) of the principal and interest amount or as per the terms of this General Information Document, in favor of the Debenture Trustee, the recovery of 100% of the amount shall depend on the market scenario prevalent at the time of enforcement of the security.

RISKS RELATING TO THE DEBENTURES

1. Debentures that are listed or quoted or admitted to trading may not lead to greater liquidity

It is not possible to predict if and to what extent a secondary market may develop in the Debentures or at what price the Debentures will trade in the secondary market or whether such market will be liquid or illiquid. If so specified in this General Information Document and/or Key Information Document and / or the Private Placement Offer cum Application Letter, application has been made to list or quote or admit to trading the Debentures on the stock exchange or quotation system(s) specified. If the Debentures are so listed or quoted or admitted to trading, no assurance is given that any such listing or quotation or admission to trading will be maintained. The fact that the Debentures may be so listed or quoted or admitted to trading does not necessarily lead to greater liquidity than if they were not so listed or quoted or admitted to trading. The listing of the Debentures is subject to receipt of the final listing and trading approval from the Stock Exchange.

The more limited the secondary market is, the more difficult it may be for holders of the Debentures to realise value for the Debentures prior to redemption of the Debentures.

2. Changes in government policies and laws in India may adversely affect the Debentures

Future government policies and changes in laws and regulations in India and comments, statements or policy changes by any regulator, including but not limited to the SEBI or the RBI, may adversely affect the Debentures. The timing and content of any new law or regulation is not within the Company's control and such new law, regulation, comment, statement or policy change could have an adverse effect on market for and the price of the Debentures.

3. Political instability or changes in the government could delay further liberalization of the Indian economy and adversely affect economic conditions in India generally

Since 1991, successive Indian governments have pursued policies of economic liberalization. The role of the Central and State Governments in the Indian economy as producers, consumers and regulators has remained significant. If there was to be any slowdown in the economic policies, or a reversal of steps already taken, it could have an adverse effect on the debt market which as such is exposed to the risks of the Indian regulatory and policy regime.

4. You may not be able to recover, on a timely basis or at all, the full value of the outstanding amounts and/or the interest accrued thereon in connection with the Debentures.

Our ability to pay interest accrued on the Debentures and/or the principal amount outstanding from time to time in connection therewith would be subject to various factors inter-alia including our financial condition, profitability and the general economic conditions in India and in the global financial markets. We cannot assure you that we would be able to repay the principal amount outstanding from time to time on the Debentures and/or the interest accrued thereon in a timely manner or at all.

5. There may be no active market for the non-convertible debentures on the WDM segment of the stock exchange. As a result, the liquidity and market prices of the non-convertible debentures may fail to develop and may accordingly be adversely affected.

There can be no assurance that an active market for the Debentures will develop. If an active market for the Debentures fails to develop or be sustained, the liquidity and market prices of the Debentures may be adversely affected. The market price of the Debentures would depend on various factors inter alia including (i) the interest rate on similar securities available in the market and the general interest rate scenario in the country; (ii) the market for listed debt securities; (iii) general economic conditions;

and (iv) our financial performance, growth prospects and results of operations. The aforementioned factors may adversely affect the liquidity and market price of the Debentures, which may trade at a discount to the price at which you purchase the Debentures and/or be relatively illiquid.

REFUSAL OF LISTING OF ANY SECURITY OF THE ISSUER DURING LAST THREE YEARS BY ANY OF THE STOCK EXCHANGES IN INDIA OR ABROAD

As of date, the Issuer has not been refused in listing of any security during the last 3 years by any of the stock exchanges in India or abroad and therefore, this would not be applicable.

LIMITED OR SPORADIC TRADING OF NON-CONVERTIBLE SECURITIES OF THE ISSUER ON THE STOCK EXCHANGES;

As of date, we are not aware of any limited or sporadic trading of the non-convertible securities of the Issuer on the stock exchanges.

IN CASE OF OUTSTANDING DEBT INSTRUMENTS OR DEPOSITS OR BORROWINGS:

ANY DEFAULT IN COMPLIANCE WITH THE MATERIAL COVENANTS SUCH AS CREATION OF SECURITY AS PER TERMS AGREED: As on the date of this General Information Document, the Issuer has not committed any default in compliance with the material covenants such as creation of security as per terms agreed in respect of any outstanding borrowings.

DEFAULT IN PAYMENT OF INTEREST: As on the date of this General Information Document, the Issuer has not committed any default in payment of interest in respect of any outstanding borrowings.

DEFAULT IN REDEMPTION OR REPAYMENT: As on the date of this General Information Document, the Issuer has not committed any default in redemption or repayment in respect of any outstanding borrowings.

NON-CREATION OF DEBENTURE REDEMPTION RESERVE: Pursuant to Rule 18 (7) of the Companies (Share Capital and Debentures) Rules, 2014, a non-banking financial company is not required to maintain debenture redemption reserve for debentures issued on a private placement basis.

DEFAULT IN PAYMENT OF PENAL INTEREST WHEREVER APPLICABLE: As on the date of this General Information Document, the Issuer has not committed any default in payment of interest penal in respect of any outstanding borrowings.

SECTION 4: FINANCIAL STATEMENTS

The audited financial statements of the Issuer for the year ended 31st March 2025, 31st March 2024, and 31st March 2023 and limited review for a period ending 31st December 2025 are set out in **Annexure I** hereto.

It shall be noted that the audited financial statements have been certified by the statutory auditor who holds a valid certificate issued by the peer review board of the Institute of Chartered Accountants of India.

SECTION 5: REGULATORY DISCLOSURES

The General Information Document is prepared in accordance with the provisions of SEBI NCS Regulations and in this section, the Issuer has set out the details required as per Schedule I of the SEBI NCS Regulations.

5.1 Documents Submitted to the Exchanges

The following documents have been / shall be submitted along with the listing application to the BSE and / or NSE and with the Debenture Trustee:

(a) This General Information Document;

(b) Memorandum and Articles of Association of the Issuer and necessary resolution(s) for the allotment of the Non-Convertible Securities;

(c) Copy of the resolution passed by the shareholders of the Company at the Annual General Meeting held on September 30, 2025 authorizing the issue / offer of Non-Convertible Securities by the Company;

(d) Copies of the resolutions passed by the shareholders of the Company at the Annual General Meeting held on September 30, 2025 authorising the Company to borrow, upon such terms as the Board may think fit, up to an aggregate limit of INR 6,000 Crores (Indian Rupees SixCrores Only);

(e) Copy of the resolution passed by the Management committee of Board of Directors of the Company dated February 20, 2026 authorizing the issuance of the Non-Convertible Securities and the list of authorized signatories;

(f) Copy of the resolution passed by the Board of Directors of the Company for each Tranche / Issuance shall be annexed at the time of issuance of the Key Information Document.

(g) Copy of last 3 (three) years audited Annual Reports;

(h) Reports about the business or transaction to which the proceeds of the securities are to be applied directly or indirectly;

(i) Statement containing particulars of, dates of, and parties to all material contracts and agreements;

(j) An undertaking from the Issuer stating that the necessary documents for the creation of the charge, where applicable, including the Debenture Trust Deed would be executed within the time frame prescribed in the relevant regulations/acts/rules etc. and the same would be uploaded on the website of the BSE and / or NSE, where such debt securities are proposed to be listed.

(k) Where applicable, an undertaking that permission/consent from the prior creditor for a second or *pari passu* charge being created, in favor of the trustees to the proposed issue has been obtained;

(l) Any other particulars or documents that the recognized stock exchange may call for as it deems fit; and

(m) Due diligence certificates from the Debenture Trustee as per the format specified in Annexure A of the SEBI Debenture Trustees Circular and Schedule IV of the SEBI NCS Regulations.

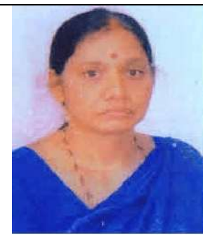
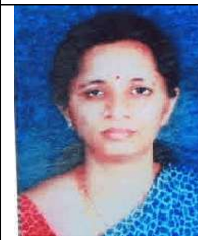
(n) Due diligence certificate from the Merchant Banker as per Chapter V (Denomination of issuance and trading of non-convertible securities) of the Listed NCDs Master Circular, if applicable.

The following documents have been / shall be submitted to BSE and / or NSE at the time of filing the draft of this General Information Document:

(a) Due diligence certificates from the Debenture Trustee as per the format specified in Annexure A of the SEBI Debenture Trustees Circular and Schedule IV of the SEBI NCS Regulations.

5.2 **Details of Promoters of the Issuer:**

S.no	Details of Promoter Management	Description		
1.	Name of promoter	Mr. VGK Prasad	Mrs. V.Indira Devi	Mrs. K.Vasumathi Devi
2.	Date of Birth	02.09.1947	01.12.1959	09.05.1975
3.	Age	75 Years	63 Years	47 years
4.	Education Qualifications	B.Sc.,	Under Graduate	BE (Electronics & Communications) MBA (Global Management, USA)
5.	Experience in the business or employment	Management & Administration more than three decades	Management & Administration more than three decades	Associated with IKF Finance Limited as Executive Director since 2007
6.	positions/posts held in the past by the promoter management	Managing Director since incorporation	Director of the Company since incorporation	Having nine (9) years of working experience in IT and Telecommunications in several US Companies.
7.	directorships held by the promoter management	Director of IKF Home Finance Limited Director of IKF Infratech Private Limited	Director of IKF Infratech Private Limited	Director of IKF Home Finance Limited
8.	Other ventures of the promoter management	IKF Home Finance Limited IKF Infratech Private Limited	IKF Infratech Private Limited	IKF Home Finance Limited
9.	Special achievements	Mr. Prasad has contributed a lot in institutionalizing the Automobile finance business operated by individuals in Andhra Pradesh. Mr. Prasad has presided over the Krishna District Auto Financiers Association, considered to be one of the strongest and most organized Financiers Association in India, for quite a considerable period. Mr. Prasad has occupied various positions in the Federation of Indian Hire Purchase Associations (FIHPA), the Apex body of Asset Financing Companies, and has acted as the Secretary General till 2010 and as President till 2012.	Mrs. V Indira Devi, being one of the Core Promoter of the Company, has been into the Vehicle finance space for over the last three and half decades and has been instrumental in the growth of the Company since its inception.	She joined the Company in 2006 and has gained expertise in Business Development, Operations management, Credit & Risk etc. over the last 12 years.

10.	Business and financial activities of the promoter management	Management & Administration	Management & Administration	Finance & Operations
11.	Photograph			
12.	Other Details	NA	NA	NA

Declaration

The Issuer confirms that (to the extent applicable) the Permanent Account Number, Aadhaar Number, Driving License Number, Bank Account Number(s), Passport Number and personal addresses of the promoters and Permanent Account Number of directors have been submitted to the stock exchanges on which the Non-Convertible Securities are proposed to be listed, at the time of filing the draft General Information Document.

5.3 Issue schedule

As specified in the relevant Key Information Document.

5.4 Details of specific entities in relation to the current Issue of Non-Convertible Debentures:

S. No.	Name	Details
1.	**Legal Counsel**	Kindly refer to the respective Key Information Document
2.	**Merchant banker and Co-managers to the issues**	Kindly refer to the respective Key Information Document
3.	**Guarantor**	Kindly refer to the respective Key Information Document
4.	**Arrangers, if any**	Kindly refer to the respective Key Information Document
5.	**Debenture Trustee:**	Kindly refer to the respective Key Information Document
6.	**Register and Transfer Agent**	Kindly refer to the respective Key Information Document
7.	**Credit Rating Agency**	Kindly refer to the respective Key Information Document
8.	**Auditors**	Kindly refer to the respective Key Information Document
9.	**Valuation Agency**	Kindly refer to the respective Key Information Document

5.5 About the Issuer: A brief summary of business / activities of the Issuer and its subsidiaries with the details of branches or units if any and its line of business containing at least the following information:

(a) **Overview of the business of the Issuer**

IKF Finance Ltd. (IKF) is registered with the RBI as a Non-Deposit Accepting Non-Banking Finance Company. It is classified as an asset financing company with a focus on vehicles financing. It was incorporated in 1991 as Indra Keela Financiers Private Limited and was converted into a Public Limited Company in 1994 when the name was changed to IKF Finance & Investments Limited. The Company went for a public issue in 1995, a Rights Issue in 1998 and a Preferential Issue in 2003, 2007, 2011, 2015, 2018, 2022, 2023 & 2025. The Equity shares of the Company have been delisted from the Bombay Stock Exchange where the shares were listed w.e.f., February 18, 2015.

MAIN OBJECTS AND BUSINESS OF THE ISSUER

IKF is promoted with a primary purpose of catering to the funding needs of Transport Operators and has expanded its portfolio by funding to Cars & MUVs, Construction Equipments, Tractors, Three & Two Wheelers and Secured MSME Loans.

IKF Finance have strategically built product portfolio from offering financing solutions for commercial vehicles to including loans for SMEs. Further expanded into the home loans segment to fulfill the housing aspirations of millions of customers through subsidiary IKF Home Finance. IKF Home Finance was started as an independent establishment in FY 2015-16 to offer housing loans to the low and middle-income sections. IKF Finance acquired the company in FY 2018-19.

The Company has an extensive distribution network in over 118 locations spread across 9 states has built a loan book size of approx. Rs 2183 Cr as on 31st Dec 2022 with a solid presence in Southern India and entrenching presence in Western and Central India and actively leverage technology to enhance operational efficiencies, drive customer satisfaction, and achieve superior asset quality. They are led by a dynamic and outstanding management team constantly striving to achieve unparalleled progress.

The Company has now been setting up the building blocks of a massive transformation and sustainable growth. They are actively leveraging advanced technology for driving customer-friendly experience, launching customized products, enabling risk management, creating an agile and scalable business, and expanding further into underserved markets.

SARFAESI law to recover dues is applicable to the company for above Rs. 20 Lakhs Loans. This will facilitate NBFCs like IKFFL for quick recovery of dues and enable them to lend more.

Brief note on the credit underwriting process

Customers are mainly sourced through direct and indirect marketing and distribution channels:

Direct – through Branches / Satellite Branches

1. Leads generated by the Marketing Team
2. Walk-in Customers
3. Existing Customers / Guarantors
4. References secured from existing Customers / Guarantors

Indirect – through external sources

1. Dealer References
2. DSAs
3. Brokers / Consultants

The management's emphasis is on sourcing business from the existing customers and their references.
Credit Underwriting

- After identifying a prospective borrower and before putting up the proposal for approval, Marketing / Field Executive(s) verify/assess the borrower's repayment capacity and ability to pay in adverse situations. Analysis is also done to establish the credit worthiness of the Guarantor. First field investigation is done by the field executives which covers the following:

  - Physical verification of Residence/Place of business
  - Verification with address proofs
  - Verification with property and income proofs
  - Verification with previous track record or Bank statements etc.

- Credibility of the borrower & Guarantor in the locality where they reside
- Authentication of documents submitted for verification
- Whether the borrower's requirements are in line with the Company's credit policy, (in terms of funding, rate of interest, tenure, vehicle make & model etc.)
- Earning capacity of the vehicle, in terms of its viability, route of operation, segment/industry in which it operates and its prospects etc.

▪ IKF focuses on clients who have formal contracts with contractors/ companies. After going through the FI findings, the field executives with the help of back office operations staff put up the proposal for approval of Branch Manager. The Executive must physically verify the vehicle before sending the proposal.

▪ KYC information is shared with the HO credit team through TAB application to carry out the verification of all the KYC documents with API integration with various services providers and to run the internal de-dupe

And a CIBIL check. The company doesn't have a defined matrix for CIBIL score, the strings are analysed to understand the credit behaviour of the client. Simultaneously, the credit team is assigning the case to a Field Investigation agency for external valuation. DD team feels that the process of CIBIL check could be standardised. A defined matrix of credit score along with deviation matrix could improve the system.

▪ The Branch Manager Analyses the proposal based on the findings of Field executive(s) and documents submitted, cross verifies the information furnished with information from his sources. In Hyderabad region, the BM can take a credit opinion from other financiers on phone.

▪ The BM forwards the proposal along with his comments/recommendations to Credit Department for approval through TAB Application.

▪ On receiving proposal from Branch, the credit department scrutinizes the documents submitted by the borrower and Guarantor and verifies their authenticity with the online data available on the Internet. For example:

- PAN Card / Income Tax Returns with Income Tax website
- Driving License / Vehicle Details with RTA Website
- Voter Card with Election Commission website
- Property Tax Paid with Municipal / Corporation Website
- Property Details with Registration / Revenue Dept Websites.
- Bank Statements with respective Banks
- Repayment track with other Financiers / Bankers

This is followed by tele verification of both the Borrower and Guarantor to check the information furnished and their requirement. The credit department also checks if the customer falls in the negative list or if it is of a negative profile.

Viability test of the vehicle is based on the route it plies and the rates prevalent in the market. Assessment of the income of the borrower is based on the FI report and tele verification.

Field Investigation

Field investigation is conducted by an external FI agency. Different FI agencies have been empanelled by IKF in different regions. FI agencies are managed from the HO. Only credit team is authorized to call for this external FI.

Field investigation involves a physical verification of borrower's address, assessment of his socioeconomic condition, obtaining feedback from neighbours and local people and verification of the documents submitted. The FI agency is also expected to check the contract letter, bank statement and vehicle viability.

External valuation of vehicle

Valuation of vehicle is required in case of a used vehicle and is done by empanelled valuators who have experience in assessing value of used commercial vehicles. Payment to these valuators is done by the client, which is in line with the general market practice.

Valuation report contains details of the vehicle including vehicle identification details, registration details, permit and tax details, insurance details, status of the RC book, condition of the vehicle and estimated market value of the customer. Report is submitted along with 4(Front, back and one side, other side and chassis number) photographs of the vehicle and a tracing of the engine and chassis number.

Vehicle Finance Grid

As per the policy, at the time of funding each used vehicle, the lower of the following is taken as vehicle value for ascertaining the finance amount

- (i) Vehicle Grid Values
- (ii) Valuation given by the Certified Valuer / Surveyor

Preparation of Vehicle finance grid

IKF maintains different vehicle financing grids for different regions. Grid values are determined based on market feedback and company's experience of selling repossessed vehicles. Grid values are proposed by State Heads and approved by the Senior Management. The grid is updated at least every 6 months or as and when need arises. Loan to values are based on the vehicle type and the borrower category. At regular intervals, the grid value for funding of used vehicle is ascertained based on following process:

- Collection of data regarding resale deals happening in the market in consultation with transport operators, consultants, brokers, mechanics etc. in respect of various vehicles, model wise
- Collection of data regarding valuation of various vehicles, model wise, from certified valuers/ surveyors
- Collection of data regarding maximum and minimum vehicle values (IDVs) from various Insurers
- Collection of Vehicle grid values of various NBFCs

The company arrives at the model wise vehicle grid values after analysing the data so collected and compares it with the data of repossessed vehicles sold by the company in the recent past to arrive at the final grid.

Loan Disbursement

Sanctioning Authority for Approval

Credit officers approve the loan if the proposal is in line with the company's credit policy. Cases with any deviation are referred to Managing / Executive Director.

Disbursements

All disbursements are through cheques. An invoice is issued immediately after disbursement. Ideally the disbursement is done only after endorsement of the hypothecation in the RC book of the vehicle.

However, to maintain the TAT to remain competitive in the market, all documents required for the endorsement of hypothecation are collected and loan is disbursed.

Endorsement of hypothecation

Endorsement of hypothecation in Insurance and RC book should be completed within 90 days of disbursement. IKF tries to ensure that Insurance & Registration is done through them to avoid delay in collection of post disbursement documents (PDDs). Branch Manager/Incharge takes personal responsibility for collection of such PDDs.

Delinquency Management

Collection mechanism is well defined. The collection team includes branch back office staff, tele calling recovery executives, recovery executive at the branch and the recovery manager and the Collection Head.

IKF has introduced Tab based digital collections process in the recent past to keep pace of the challenges posed by COVID related disruptions.

Besides, the Company has been encouraging the borrowers to opt for digital payment modes, like payments through NACH, RTGS. NEFT, UPI etc modes

As such, the majority of the collections are being managed through the digital modes.

Every recovery team member is assigned cases as per the below matrix and is answerable if any account crosses the stipulated DPD / Bucket.

Responsibility	Tele Calling	Recovery Executive	Team Leader / Recovery Manager / Branch Manager	Area Manager	State Head
Installment Due Date	Reminder	Reminder	Coordination	Supervision	Monitoring
0-30 DPD Installments	Reminder	Collection	Coordination	Supervision	Monitoring
31-60 DPD instalments	Reminder	Collection	Collection	Supervision	Monitoring
61-90 DPD Installments	Reminder	Collection	Collection	Collection	Monitoring
91+ DPD Installments	Reminder	Collection	Collection	Collection	Collection

All the Accounts are assigned to the recovery executives based on their geographical operational area. Besides adopting legal means, IKF has a special recovery cell (SRC) whose responsibility is to persuade the borrowers to settle their accounts amicably. In case of borrower's reluctance, the case is assigned to a repossession team to ensure recovery of outstanding amount from the delinquent borrowers.

Loan Recovery/Follow up Process:

Notice in company letter head
Legal notice sent by the company
Intimation to nearest police station about repossession
Repossession of vehicle – • Repossession of vehicle is done with the help of repossession agent. The field executive will be present at the time of repossession • In very rare cases, when the company believes, there will absolutely be no hassles during repossession, the field executive themselves repossess the vehicle

Vehicle sent to the yard As soon as the vehicle is repossessed, it is sent to the yard. While it is taken inside a yard, a GRN is entered. It captures various details of the content of the vehicle (like additional stepnee tyre, other damages in the vehicle
Sale notice (legal notice) sent to the customer
Sale of vehicle: Quote obtained from multiple dealers. The vehicle is sold to the dealer offering the best quote.
Settlement notice to the customer – The company initially sends a settlement notice in the letter head of the company
Legal notice : The company initiates Sec 138 against the customers in order to recover the remaining amount

Systems

The company always been a digital-driven organization. We actively leverage innovative digital technologies to make lives easier for our customers and our people. Our digital efforts have been driving unmatched operational excellence, thereby positioning us for consistent transformation and long-term growth.

We have a robust loan processing system enabled by multiple checks to ensure flagging and preventing frauds and errors. Advanced technologies are also being leveraged for verifying and capturing KYC details and geo-tagging of locations as enhanced security measures. Technology implementation reduces the cost-to-serve and facilitates business operations and expansion.

The following are list of different applications/soft wares are being used in the company

Mobile Application- Sourcing/Login/Verification etc., from sourcing point

Partner/Dealer portal- Referral, Login, Case Status, PDD upload, Payout.

API Based verification- Bureau, KYC, Vaahan, Banking etc.,

External Vendor workflows- Channel, FI agency, Valuers, eNACH

Web Based Portal- Dedupe, Credit Appraisal/Approval, Documents, Disbursement, Collection, Portfolio, Repossessions, Vendor Management Policy etc.,

Analysis & Reporting – Tableau, MS Office etc.,

OUTSTANDING LITIGATION
There is no outstanding litigation pending against the Issuer which may have any material adverse effect on its business prospects or financial condition.

(b) **Branch details:**

Details of branches or units where the issuer carries on its business activities, if any may be provided in the form of a static Quick Response (QR) code and web link.

If the issuer provides the details of branches or units in the form of a static QR code and web link, the details of the said branches or units shall be provided to the debenture trustee as well and kept available for inspection as specified in clause (g) of paragraph 5.38 of this Schedule. A checklist item in the 'Security and Covenant Monitoring System' shall also be included for providing information about branches or units of the issuer to the debenture trustee and confirmation of the same by the debenture trustee.

As of the date of this General Information Document, the Company has 208 (Two Hundred and Eight) branches/Corporate Office across India.

(c) **A brief summary of the business activities of the subsidiaries of the issuer:**

As of the date of this General Information Document, the Company have one wholly owned subsidiary company IKF Home finance Limited

(d) **Corporate Structure of the Issuer:**

Board of Directors			
Name	**Designation**	**Permanent Account Number**	**Experience**
Shri.V.G.K.Prasad	*Chairman & Executive Director*	ACKPV7061N	Veteran in Vehicle Finance business in the state of Andhra Pradesh with Three decades of rich experience in the field of Finance and Management. Before promoting M/s. IKF Finance Limited, he was associated with various Finance firms as Managing Partner. He served as President of Krishna District Auto Financiers Association and also served as the Member of the Governing Council, Vice President, Secretary General and President of Federation of Indian Hire Purchase Associations (FIHPA), the apex body of Asset Financing NBFCs.
Smt. K Vasumathi Devi	Managing Director	AXEPK4252F	BE (Electronics & Communications), MBA (Global Management) (USA) is having around a decade experience in IT and Telecommunications in USA and has been associated with the Company for the last eight years.
Dr. Sinha S. Chunduri	*N.R.I. Director*	AINPC5966E	Specialist in Diagnostic Gastro Entrology, engaged in medical Profession for last 25 years in U.S.A., is an NRI Director of the Company. Besides medical profession, he is associated with several Medical Institutions as consultant and Director in U.S.A. He is also holds Directorship in M/s. Amara Raja Power Systems (P)

Board of Directors			
Name	**Designation**	**Permanent Account Number**	**Experience**
			Limited, an associate concern of M/s. Amara Raja Batteries Limited.
Vinit Mukesh Mehta	Nominee Director	AAFPM7769P	Mr.Vineet Mukesh Mehta, a Chartered Accountant is having over 15 years of experience in investment banking (Kotak, KPMG), private equity and Corporate Banking (HDFC Bank). Prior to joining MOPE, Vinit was with Kotak Investment Bank where he led and executed 40+ transaction and successfully helped raise more than USD 25 bn across M&A, Private Equity and Capital Market fund raises. Vinit holds a Bachelor's Degree in Commerce from the Mumbai University and is a member of the Institute of Chartered Accountants of India.
Sunil Rewachand Chandiramani	Independent Director	AABPC6204F	Sunil is passionate about working with high growth entrepreneurs advising them on their growth strategy and helping them design and implement initiatives in the areas of corporate strategy, technology transformation and operational effectiveness, governance and capital management. He is a member of the CII Council for Corporate Governance. He serves as an Independent Director on the Board several public companies such as Sapphire Food Limited, Ganesh Grains Limited, Updater Service Ltd. and a Strategic Advisor and Coach to several other companies such as the Stupa Analytics Pvt Ltd, Davadost Pvt Ltd and VigyanLabs Limited. He has also served on the Boards of Poonawala Fincorp Limited, Jammu & Kashimir Bank, More Retail Ltd.

Board of Directors			
Name	**Designation**	**Permanent Account Number**	**Experience**
			He is also the Senior Adviser and Mentor for Protiviti Consulting in India and Middle East. Prior to his current venture he spent 25 years with Ernst & Young LLP, India's leading professional services firm. He was responsible for leading India Largest Advisory Practice and also led the development of the Global Innovation Strategy for EY Global. He has been the leader for several industries such as Financial Services, Government and Technology and has the experience of working across geographies – USA, Europe, Africa and South East Asia. He is a former member of committees constituted by Reserve Bank of India (RBI), the Securities and Exchange Board of India (SEBI) and CII. Widely regarded as a thought leader, Sunil has been invited to speak at conferences both in India and overseas and at prestigious forums like CII, NASSCOM, American Chamber of Commerce, leading Management institutions and The Institute of Internal Auditors. He has served as an Advisor to the Universal Business School (UBS) and the Information Security Management Group
Ganesh Sethuraman	Independent Director	AAWPG4494Q	Mr. Sethuraman Ganesh is a former Principal Chief General Manager of Reserve Bank of India,with 3 decades' PAN India experience, including 10 years at senior management level.Currently, he holds the position of Independent Director on the Boards of two systemically important NBFCs-

Board of Directors			
Name	**Designation**	**Permanent Account Number**	**Experience**
			Sonata Finance Pvt Ltd. and Indel Money Ltd. He has also served as a Non-Executive Director on the board of BSS Microfinance Pvt. Ltd. In addition, he is a Member of the Advisory Board of the Infimind Institute of Skill Development LLP. Mr. Ganesh's work experience spans NBFC MFI board directorship, RBI Nominee Directorship on the Boards of two public sector banks (UCO Bank and Oriental Bank of Commerce), bank supervision, banking ombudsmanship, RBI regional directorship and Management and Delivery of Training as Principal of the Reserve Bank Staff College at Chennai and Faculty Member at the Bankers Training College at Mumbai. Mr. Ganesh has a Master's Degree in English from Bangalore University and is a Certificated Associate of the Indian Institute of Bankers (CAIIB). He is a certified trainer in Neuro Linguistic Programming (NLP) and has deep interest in Training, Learning and Development.
Kannan	Independent Director	ABFPS7579N	Kannan is a seasoned banking professional with extensive experience spanning over four decades. Currently serving as Director (Independent) on the board of Maximus Asset Reconstruction Company Limited in Hyderabad since December 2017, and also contributing as a Member of the Settlement Advisory Committee at Canara Bank. His notable leadership roles include:

Board of Directors			
Name	**Designation**	**Permanent Account Number**	**Experience**
			Chairman and Managing Director of Vijaya Bank (2014) Executive Director of Oriental Bank of Commerce (2010-2013) Director (Independent) on the board of Canara Robecco Asset Management Company Limited (2016-2021) Member of the Debenture Trustee Committee at Catalyst Trustee Company, Pune, representing debenture holders during the resolution of Dewan Housing Finance Limited (DHFL) Director on the boards of SBI Factors and Canara HSBC Oriental Bank of Commerce Insurance Company Limited Contributions to various banking associations including the Indian Banks Association and the Foreign Exchange Dealers Association of India. His illustrious banking career began at Bank of Maharashtra, where he ascended from the position of Probationary Officer to General Manager over a span of 34 years. Kannan has enriched his expertise through diverse training programs and seminars globally, including sessions at Kellogg School of Management, Chicago, and engagements with regulatory bodies like the Financial Services Authority of the United Kingdom. His educational qualifications include a B.Sc. (Hons) from Bangalore University, a P.G.

Board of Directors			
Name	**Designation**	**Permanent Account Number**	**Experience**
			Diploma in Business Administration from St. Josephs Institute Bangalore, and the CAIIB (Certified Associate of the Indian Institute of Bankers) certification.
Raman Uberoi	Independent Director	AAAPU4068L	A seasoned professional with a proven track record in building and managing profitable businesses, adept at fostering strong franchises and leading large teams across diversified sectors. Possessing extensive knowledge of corporate India, industries, and regulatory frameworks, with over three decades of experience in analyzing and engaging with over 2000 large and mid-sized corporates, financial institutions, regulators, and policymakers. He is currently engaged with CRISIL Limited as a Senior Advisor Government & Regulatory Relations as an Independent Director in PG Electroplast Limited, TruBoard Partners Private Limited, Dvara KGFS and as a Member of SEBI Market Data Advisory Committee and Expert Committee for MSMEs for the Tamil Nadu Government. He also consults with various multilateral organisations like ADB and World Bank. His notable leadership roles include: •Receivable Exchange of India (March 2017 – March 2023): Director. •Principal Trustee Company Private Limited (July 2019 – June 2022): Director. •Magma Housing Finance Limited (March 2020 – July 2021): Director. •Piramal Capital & Housing Finance Limited (March 2017 –

Board of Directors			
Name	Designation	Permanent Account Number	Experience
			March 2020): Senior Advisor & Member Advisory Board. •Aspiring Minds Assessments Private Limited (May 2016 – December 2019): Senior Advisor. •CRISIL Limited (March 1992-April 2016): Various roles including President Ratings and Corporate Affairs, President CRISIL Risk & Infrastructure Solutions, Chief Operating Officer. His educational qualifications include Associate Chartered Accountant, Institute of Chartered Accountants of India, 1991, B. Com (Honors), Hans Raj College, Delhi University, 1988.

(e) **Use of proceeds (in the order of priority for which the said proceeds will be utilised): (i) purpose of the placement; (ii) break-up of the cost of the project for which the money is being raised; (iii) means of financing for the project; (iv) proposed deployment status of the proceeds at each stage of the project:**

As stated in the Key Information Document.

(f) **Corporate Structure of the Group:**

Not Applicable

5.6 Expenses of the issue:

As specified in the relevant Key Information Document.

5.7 Financial Information

(a) **The audited financial statements (i.e. profit and loss statement, balance sheet and cash flow statement) both on a standalone and consolidated basis for a period of three completed years, which shall not be more than six months old from the date of the issue document or issue opening date, as applicable. Such financial statements shall be audited and certified by the statutory auditor(s) who holds a valid certificate issued by the Peer Review Board of the Institute of Chartered Accountants of India ("ICAI").**

ANNEXURE I: LAST AUDITED FINANCIAL STATEMENTS.

However, if the issuer, being a listed REIT/listed InvIT, has been in existence for a period of less than three completed years, and historical financial statements of such REIT/InvIT are not available for some portion or the entire portion of the reporting period of three years and the interim period, the combined financial statements shall be disclosed for the periods for which such historical financial statements are not available.

Provided that, issuers whose non-convertible securities are listed as on the date of filing of the offer document or placement memorandum, may provide only a web-link and a static quick response code of the audited financial statements in the offer document or placement memorandum subject to the following conditions:

a. Such listed issuers shall disclose a comparative key operational and financial parameter on a standalone and consolidated basis, certified by the statutory auditor(s) who holds a valid certificate issued by the Peer Review Board of the Institute of Chartered Accountants of India, for the last three completed years in the offer document.
b. The scanning of such static quick response code or clicking on the weblink, shall display the audited financial statements for last three financial years of such issuer on the website of the stock exchange where such data is hosted.

(b) **Listed issuers (whose debt securities or specified securities are listed on recognised stock exchange(s)) in compliance with the listing regulations, may disclose unaudited financial information for the interim period in the format as specified therein with limited review report in the issue document, as filed with the stock exchanges, instead of audited financial statements for the interim period, subject to making necessary disclosures in this regard in issue document including risk factors.**

Please refer to **Annexure I** for the financial statements for the financial year ending March 31, 2025, March 31, 2024, and March 31, 2023 and limited review for a period ending December 31, 2025

(c) **Issuers other than REITs/ InvITs desirous of issuing debt securities on private placement basis and who are in existence for less than three years may disclose financial statements mentioned at (a) above for such period of existence, subject to the following conditions:**

i. The issue is made on the EBP platform irrespective of the issue size; and
ii. The issue is open for subscription only to Qualified Institutional Buyers.

Not Applicable as the Issuer has been in existence for a period of more that 3 (three) years prior to the date of this General Information Document.

(d) **The above financial statements shall be accompanied with the Auditor's Report along with the requisite schedules, footnotes, summary etc.**

(e) **Key Operational and Financial Parameters for the last 3 audited years on a consolidated basis (wherever available) else on a standalone basis, as on December 31, 2025 in respect of the financial information provided under clauses (a) to (c) above:**

Standalone Basis ***(in Lakhs)***

Particulars	**December 31, 2025 (Unaudited with Limited Review)**	**FY 2024-25 (Audited)**	**FY 2023-24 (Audited)**	**FY 2022-23 (Audited)**
BALANCE SHEET				
Assets				
Property, Plant and Equipment	3936.18	335.88	237.54	250.23
Financial Assets	617109.05	495605.18	363487.60	272397.79
Non-financial Assets excluding property, plant and equipment	1629.73	5260.00	3885.28	3781.62
Total Assets	622674.96	501201.06	367610.42	276429.64

Liabilities				
Financial Liabilities				
-Derivative financial instruments	0.00	0.00	0.00	0.00
-Trade Payables	0.00	0.00	0.00	0.00
-Debt Securities	78719.99	70978.62	15989.65	18838.54
-Borrowings (other than Debt Securities)	333423.01	305350.12	240928.87	168496.32
-Subordinated liabilities	16427.29	16402.09	16372.47	16345.06
-Other financial liabilities	8750.85	8263.52	5470.71	2921.34
Non-Financial Liabilities	0.00			
-Current tax liabilities (net)	0.00	0.00	0.00	0.00
-Provisions	298.43	137.39	288.37	210.50
-Deferred tax liabilities (net)	583.41	720.55	218.55	188.82
-Other non-financial liabilities	357.56	497.35	275.74	179.07
Equity (Equity Share Capital and Other Equity)	184114.41	98851.42	88066.06	69249.98
Total Liabilities and Equity	622674.96	501201.06	367610.42	276429.63
PROFIT AND LOSS				
Revenue from operations	62983.99	65024.92	43422.54	28495.44
Other Income	761.31	988.43	325.04	164.24
Total Income	63745.30	66013.35	43747.58	28659.68
Total Expense	48842.65	51537.30	33409.95	21928.95
Profit after tax for the year	11133.64	10794.73	7697.44	5000.51
Other Comprehensive income	-17.23	-6.02	-3.26	9.86
Total Comprehensive Income	11116.41	10788.70	7694.18	5010.37
Earnings per equity share (Basic)	13.42	15.39	11.32	9.31
Earnings per equity share (Diluted)	13.36	15.34	11.31	9.31
Cash Flow				
Net cash from / used in(-) operating activities	-63604.17	-112223.30	-102542.10	-55525.22
Net cash from / used in(-) investing activities	-47364.77	8402.87	2984.16	-24628.57
Net cash from / used in (-) financing activities	109328.64	119355.47	80926.47	99816.01
Net increase/decrease(-) in cash and cash equivalents	-1640.30	15535.04	-18631.47	19662.22
Cash and cash equivalents as per Cash Flow Statement as at end of Half Year	18302.70	19943.00	4407.96	23039.43
Additional Information				
Net worth	184114.41	98851.42	88066.06	69249.98
Cash and cash equivalents	18302.70	19943.00	4407.96	23039.43
Loans				
Loans (Principal Amount)	525796.51	451387.63	325530.75	210754.51
Total Debts to Total Assets	68.83%	78.36%	74.34%	73.68%
Interest Income	61059.77	61796.54	42140.64	28398.32
Interest Expense	28911.48	31479.93	20829.30	14610.55
Impairment on Financial Instruments	5214.19	3972.43	1640.51	539.85

Bad Debts to Loans	NA	NA	NA	NA
% Stage 3 Loans on Loans (Principal Amount)	2.65%	2.24%	2.35%	2.83%
% Net Stage 3 Loans on Loans (Principal Amount)	1.78%	1.50%	1.80%	2.26%
Tier I Capital Adequacy Ratio (%)	28.18%	18.79%	22.66%	26.25%
Tier II Capital Adequacy Ratio (%)	0.94%	2.07%	3.84%	6.77%

Consolidated Basis ***(In lakhs)***

Particulars	**December 31, 2025 (Unaudited with Limited Review)**	**FY 2024-25 (Audited)**	**FY 2023-24 (Audited)**	**FY 2022-23 (Audited)**
BALANCE SHEET				
Assets				
Property, Plant and Equipment	7347.36	477.86	350.47	363.00
Financial Assets	738037.27	614894.19	441837.93	328843.06
Non-financial Assets excluding Property, Plant and Equipment	3127.07	9616.49	5898.41	5184.09
Total Assets	748511.71	624988.54	448086.80	334390.16
Liabilities				
Financial Liabilities				
-Derivative financial instruments	0.00	43.06	0.00	5.40
-Trade Payables	296.63	176.55	157.85	113.02
-Other Payables	0.00	0.00	0.00	0.00
-Debt Securities	84210.47	77924.10	20999.05	26640.67
-Borrowings (other than Debt Securities)	441831.39	407681.16	307465.24	213081.79
-Deposits	0.00	0.00	0.00	0.00
-Subordinated liabilities	16427.29	16402.09	16372.47	16345.06
-Lease liabilities	0.00	0.00	0.00	0.00
-Other financial liabilities	12232.15	11631.25	6963.88	4026.93
Non-Financial Liabilities				
-Current tax liabilities (net)	97.04	0.00	114.33	
-Provisions	369.75	204.82	342.98	261.90
-Deferred tax liabilities (net)	1387.70	1302.94	639.43	464.37
-Other non-financial liabilities	532.42	735.18	375.65	263.49
Equity (Equity Share Capital and Other Equity)	191126.87	107301.51	93407.19	72402.70
Non-controlling interest	0.00	1585.87	1248.72	784.84
Total Liabilities and Equity	748511.71	624988.54	448086.80	334390.16
PROFIT AND LOSS				
Revenue from operations	82661.54	85395.39	57941.84	37444.08
Other Income	1461.44	1899.41	658.34	400.63
Total Income	84122.98	87294.80	58600.17	37844.71
			0.00	0.00
Total Expenses	64561.84	68179.86	44899.06	29596.37

			0.00	0.00
Profit after tax for the year	14426.44	14281.97	10180.51	6151.96
Other Comprehensive Income	69.79	-47.16	-19.22	67.97
Total Comprehensive Income	14496.23	14234.81	10161.29	6219.93
			0.00	0.00
Earnings per equity share (Basic)	-	20.36	14.97	11.46
Earnings per equity share (Diluted)	-	20.35	14.97	11.45
Cash Flow				
Net cash from / used in (-) operating activities	-	-138491.68	-132111.12	-81025.71
Net cash from / used in (-) investing activities	-	5203.63	8684.06	-21469.37
Net cash from / used in (-) financing activities	-	156819.27	100330.83	120648.04
Net increase/decrease (-) in cash and cash equivalents	-	23531.22	-23096.23	18152.95
Cash and cash equivalents as per Cash Flow Statement as at end of Half Year	-	28252.25	4721.03	27817.26
			0.00	0.00
Additional Information				
Net worth	191126.87	107301.52	93407.20	72402.70
Cash and cash equivalents	25567.56	28252.25	4721.03	27817.26
Loans	664948.68	569450.54	414297.53	268920.04
Total Debts to Total Assets	72.47%	80.32%	76.96%	76.58%
Interest Income	76873.66	77386.27	53720.59	36550.27
Interest Expense	38883.66	39921.09	27002.66	18188.91
Impairment on Financial Instruments	5913.42	4917.25	2018.32	628.21
Bad Debts to Loans	NA	NA	NA	NA

(f) **Debt: Equity Ratio of the Company:**

Before the issue	2.33
After the issue	As shall be set out in the respective Key Information Document

(g) **Details of any other contingent liabilities of the Issuer based on the latest audited financial statements including amount and nature of liability**:

NIL

(h) **The amount of corporate guarantee or letter of comfort issued by the Company along with details of the counterparty (viz. name and nature of the counterparty, whether a subsidiary, joint venture entity, group company etc.) on behalf of whom it has been issued**

NIL

5.8 A brief history of Issuer since its incorporation giving details of its following activities:

(a) **Details of Share Capital as on last quarter end, i.e., December 31, 2025**

Share Capital	Amount (in Rs.)
Authorised Share Capital	
10,00,00,000 Equity shares of Rs.10 each	**1,00,00,00,000**
25,00,000 Preference shares of Rs.100 each	**25,00,00,000**
TOTAL	**1,25,00,00,000**
Issued, Subscribed and Fully Paid- up Share Capital	
9,06,10,840 Equity Shares of Rs. 10/-each	90,61,08,400
Issued, Subscribed and Partly Paid- up Share Capital	
32,49,151 Equity Shares of Rs. 10/- each and partly paid up of Rs. 1/- each	32,49,15
Issued, Subscribed and Paid-up Preference Share Capital	Nil
TOTAL	90,93,57,551

(b) **Changes in its capital structure as at last quarter end i.e., December 31, 2025 for the preceding three financial years and the current year:**

Date (AGM / EGM)	Existing Capital	Revised Capital	Remark
12/03/2025	1,05,00,00,000	1,25,00,00,000	Equity Share Capital increased from Rs. 80,00,00,000 to Rs. 1,25,00,00,000 and Preference Share Capital remains same Rs. 25,00,00,000
20/03/2023	85,00,00,000	1,05,00,00,000	Equity Share Capital increased from Rs. 60,00,00,000 to Rs. 80,00,00,000 and Preference Share Capital remains same Rs. 25,00,00,000

(c) **Details of the Equity Share Capital of the Company, for the preceding three financial years and the current financial year:**

Date of Allotment	No. of Equity Shares	Face Value (in Rs) per share	Issue Price (in Rs) per share	Consideration (Cash, other than cash, etc.)	Nature of Allotment	Cumulative			Remarks
						No. of equity shares	Equity share capital (Rs)	Equity Share Premium (Rs) per share	
14.08.2025	4,09,366	10.00	366.42	4,09,366	Issue of shares under private placement	93,85,99,910	90,93,57,551	12,06,96,07,317.24	Nil
13.08.2025	13,50,634	10.00	366.42	49,48,99,310.28	Issue of shares under private	93,45,06,250	90,89,48,185	11,92,37,01,087.52	Nil

					placement				
16.05.2025	1,91,03,761	10.00	366.42	7,00,00,00,105.62	Issue of shares under private placement	9,20,99,991	89,54,41,845	11,44,23,08,117.24	Nil
13.05.2025	28,39,785	10.00	366.42	28,39,785	Issue of shares under private placement	7,29,96,230	70,44,04,235	4,63,33,45,621	Nil
21.08.2023	55,81,395 fully paid up shares of Rs. 10 each	10	215	1,19,19,99,925	Preferential Issue	7,01,56,445	70,15,64,450	4,63,33,45,621	
31.03.2023	75,81,418 fully paid up shares of Rs. 10 each	10	215	1,63,00,04,870	Preferential Issue	6,45,75,050	64,57,50,500	3,48,91,59,645	-
17.02.2023	24,58,962 fully paid up shares of Rs. 10 each	10	215	52,86,76,830	Preferential Issue	5,69,93,632	56,99,36,320	1,93,49,68,955	-
10.11.2022	18,75,603 fully paid up shares of Rs. 10 each	10	209	39,20,01,027	Preferential Issue	5,45,34,670	54,53,46,700	143,08,81,746	-
31.03.2022	51,79,688 Partly paid up shares of Rs 8.10 paid up 3rd and Final Call Money	10	72.59	7,14,38,774	Preferential Issue	5,26,59,067	52,6,5,90,670	105,76,36,749	-

Notes, if any: NIL

5.9 Details of any Acquisition or Amalgamation with any entity in the preceding 1 (one) year:

NA

5.10 Details of any Reorganization or Reconstruction in the preceding 1 (one) year:

NA

5.11 Details of the shareholding of the Company as at the latest quarter end, i.e., December 31, 2025:

(a) **Shareholding pattern of the Company as on last quarter end, i.e. December 31, 2025 as per the format specified under the listing regulations:**

Particulars	**Equity Shares - Paidup**		
Indian			
Promoters - Individuals	**No of Shares**	**Amount**	**% to Total**
VUPPUTURI GOPALA KISHAN PRASAD	2,12,04,215	21,20,42,150	22.59%
VUPPUTURI GOPALA KISHAN PRASAD (Partly paid up@1/- paid up)	32,49,151	32,49,151	3.46%
KOGANTI VASUMATHI DEVI	26,47,266	2,64,72,660	2.82%
VUPPUTURI VASANTHA LAKSHMI	24,91,794	2,49,17,940	2.65%
VUPPUTURI RAGHU RAM	18,00,670	1,80,06,700	1.92%
VUPPUTURI INDIRA DEVI	17,32,282	1,73,22,820	1.85%
Institutional Investors			
Motilal Oswal Wealth Limited	1,43,354	14,33,540	0.15%
India Business Excellence Fund IV	95,51,880	9,55,18,800	10.18%
Public			
Domestic Companies/LLP/Trusts	35,49,523	3,54,95,230	3.78%
Resident Indians	74,69,373	7,46,93,730	7.96%
HUF	40,113	4,01,130	0.04%
Total Indian Investment	**5,38,79,621**	**50,95,53,851**	**57.40%**
Foreign Investment			
Promoters- Individuals			
DURGA RANI CHUNDURI	14,94,100	1,49,41,000	1.59%
CHUNDURI SINHA SATYANAND	1,17,700	11,77,000	0.13%
Institutional Investors			
Norwest Capital, LLC	2,31,97,424	23,19,74,240	24.71%
RAJADHIRAJA LIMITED (CREADOR)	1,11,62,790	11,16,27,900	11.89%
IBEF GIFT SPV 3	39,30,000	3,93,00,000	4.19%
Non Resident Shareholders	78,356	7,83,560	0.08%
Total Foreign Investment	**3,99,80,370**	**39,98,03,700**	**42.60%**
Grand Total	**9,38,59,991**	**90,93,57,551**	**100.00%**

(b) **List of top 10 holders of equity shares of the Company as at the latest quarter end, i.e. December 31, 2025:**

Sr. No.	Names of the Shareholders	Total no. of equity shares	No. of shares in demat form	Total shareholding as % of total no. equity shares
1	VUPPUTURI GOPALA KISHAN PRASAD	2,44,53,366	19853581	26.05

2	Norwest Capital, LLC	2,31,97,424	2,31,97,424	24.71
3	INDIA BUSINESS EXCELLENCE FUND IIA	13051546	13051546	18.6
4	RAJADHIRAJA LIMITED (CREADOR)	1,11,62,790	1,11,62,790	11.89
5	India Business Excellence Fund IV	95,51,880	95,51,880	10.18
6	KOGANTI VASUMATHI DEVI	26,47,266	26,47,266	2.82%
7	VUPPUTURI VASANTHA LAKSHMI	24,91,794	24,91,794	2.65%
8	VUPPUTURI RAGHU RAM	18,00,670	18,00,670	1.92%
9	VUPPUTURI INDIRA DEVI	17,32,282	17,32,282	1.85%
10	IBEF GIFT SPV 3	39,30,000	39,30,000	4.19%

5.12 Following details regarding the directors of the Company:

(a) **Details of the current directors of the Company:**

This table sets out the details regarding the Company's Board of Directors as on date of this General Information Document:

Name	Designation	DIN	Age	Address	Date of appointment	Details of other directorship
Gopala Kishan Prasad Vupputuri	Chairman & Wholetime Director	01817992	77	59A-16-4/8 Iii Rd Road Plot No 77 3Rd Cross Road Near Sai Baba Temple R.T.C. Colony Viyaya Wada Urban Polytechnic Krishna 520008	30.05.1991	1. IKF Infratech Private Limited 2. IKF Home Finance Limited
Vasumathi Devi Koganti	Managing Director	03161150	49	Villa 18 Aditya Fort Veiw Puppalaguda Pratibha High School Manikonda Puppalguda Puppalg Uda K V Ranga Reddy 500089	31.10.2006	1. IKF Home Finance Limited
Satyanand Sinha Chunduri	Director	03644504	79	40-1-144, Corporate Centre MG Road Viajayawada 520010	10.02.1993	Nil

Name	Designation	DIN	Age	Address	Date of appointment	Details of other directorship
Sunil Rewachand Chandiramani	Independent Director	00524035	58	163-A, Sky Scraper Building, 74, Bhulbhai Desai Road, Cumbhatta Hill, Mumbai, Maharastra-400026	30.09.2022	1. DENAVE INDIA PRIVATE LIMITED 2. ERNST & YOUNG PRIVATE LIMITED 3. UPDATER SERVICES LIMITED 4. SAPPHIRE FOODS INDIA LIMITED 5. VIGYANLABS INNOVATIONS PRIVATE LIMITED 6. GANESH CONSUMER PRODUCTS LIMITED 7. RUPA & COMPANY LTD 8. DAVADOST PHARMA PRIVATE LIMITED
Vinit Mukesh Mehta	Nominee Director	08792902	41	501, Satguru Towers, Central Avenue, Santacruz West, Mumbai 400054	01.10.2020	FINNOVATION TECH SOLUTIONS PRIVATE LIMITED
Sethuraman Ganesh	Independent Director	07152185	67	305, Vensa Lakeview, Kempapura Main Road Opp Rachenahalli Lake, Dasarahalli, Bangalore North	14.07.2023	Indel Money Limited
Raman Uberoi	Independent Director	03407353	59	C 32, Kalindi Colony, New Delhi 110065	13.02.2024	1. PG ELECTROPLAST LIMITED 2.

Name	Designation	DIN	Age	Address	Date of appointment	Details of other directorship
						TRUBOARD PRIVATE LIMITED 3. DVARA KSHETRIYA GRAMIN FINANCIAL SERVICES PRIVATE LIMITED
Kannan	Independent Director	01354529	70	Ta 1, Third floor, Krishna Regency, K.R. Road, Tata Silk Farm, Basavangudi, Bangalore - 560 004	13.02.2024	Maximus ARC Limited

**Company to disclose name of the current directors who are appearing in the RBI defaulter list and/or ECGC default list, if any: Nil*

(b) **Details of change in directors in the preceding three financial years and the current financial year:**

Name	Designation	DIN	Date of Appointment	Date of Reappointment	Date of Cessation, if applicable	Date of resignation, if applicable	Remarks
Sunkara Veerabhadra Rao	Independent Director	01180981	30.12.2005	-	-	10.02.2023	NIL
V.Indira Devi	Whole time Director	03161174	30.05.1991	-	-	14.07.2023	NIL
Nageswara Rao Yalamanchili	Independent Director	06651230	01.12.2021	-	-	11.08.2023	NIL
Sunil Rewachand Chandiramani	Independent Director	00524035	30.09.2022	-	-	-	NIL
GopalaKrishna Gurappa	Independent Director	06407040	30.09.2022	-	-	11.08.2023	NIL
Abhishek Agrawal	Nominee Director	06760344	30.05.2023	-	-	-	NIL
Ganesh Sethuraman	Independent Director	07152185	14.07.2023	-	-	-	NIL

Raman Uberoi	Independent Director	03407353	13.02.2024	-	-	-	NIL
Kannan	Independent Director	01354529	13.02.2024	-	-	-	NIL
Satyanarauyana Prasad kanaparthi	Independent Director	03598603	19/09/2011	-	-	30.09.2024	NIL
Vasantha Lakshmi Vupputuri	Alternate Director	03610979	21/10/2015	-	-	05.11.2024	NIL
Vinit Mukesh Mehta	Nominee Director	08792902	01/10/2020	-	-	16.05.2025	NIL
Vinit Mukesh Mehta	Nominee Director	08792902	16.05.2025	-	-		NIL
Abhishek Agrawal	Nominee Director	06760344	30/05/2023	-	-	10.11.2025	NIL

(c) **Details of directors' remuneration, and such particulars of the nature and extent of their interests in the Company (during the current year and preceding three financial years):**

<table>
<tr><td>Remuneration payable or paid to a director by the Company, its subsidiary or associate company; shareholding of the director in the company, its subsidiaries and associate companies on a fully diluted basis.</td><td>(INR - In Crores)
<table>
<tr><th>Director</th><th>Fiscal FY 25-26 (Up to December 2025)</th><th>Fiscal FY 24-25</th><th>Fiscal FY 23-24</th><th>Fiscal FY 22-23</th></tr>
<tr><td>V.G.K.Prasad, Chairman</td><td>-</td><td></td><td></td><td></td></tr>
<tr><td>Remuneration</td><td>1.128</td><td>1.44</td><td>1.20</td><td>0.84</td></tr>
<tr><td>Commission</td><td>0</td><td>1.94</td><td>1.36</td><td>0.63</td></tr>
<tr><td>K Vasumathi Devi, Managing Director</td><td>-</td><td></td><td></td><td></td></tr>
<tr><td>Remuneration</td><td>0.56</td><td>0.72</td><td>0.65</td><td>0.60</td></tr>
<tr><td>Commission</td><td>0</td><td>0.96</td><td>0.68</td><td>0.44</td></tr>
</table></td></tr>
<tr><td>Appointment of any relatives to an office or place of profit of the issuer, its subsidiary or associate company</td><td>NA</td></tr>
<tr><td>Full particulars of the nature and extent of interest, if any, of every director:
A. in the promotion of the issuer company; or
B. in any immoveable property acquired by the issuer company in the two years preceding the date of the issue document</td><td>NA</td></tr>
</table>

or any immoveable property proposed to be acquired by it; or **C. where the interest of such a director consists in being a member of a firm or company, the nature and extent of his interest in the firm or company, with a statement of all sums paid or agreed to be paid to him or to the firm or company in cash or shares or otherwise by any person either to induce him to become, or to help him qualify as a director, or otherwise for services rendered by him or by the firm or company, in connection with the promotion or formation of the issuer company shall be disclosed**	
Contribution being made by the directors as part of the offer or separately in furtherance of such objects	NA

5.13 Any financial or other material interest of the directors, promoters, key managerial personnel or senior management in the offer and the effect of such interest in so far as it is different from the interests of other persons – No

5.14 Following details regarding the auditors of the Company:

(a) **Details of the auditor of the Company:**

Name of the Auditor	Address and Perr review details	Date of appointment
Mukund M Chitale & Co	2nd Floor, Kapur House, Above Punjab National Bank, Paranjape B Scheme Road No 1 Vile Parle East, Mumbai 400057, Maharashtra, India. Peer review Certificate no and Validity: 016643 & From 01.05.2024 to 30.04.2027	30.09.2024

(b) **Details of change in auditor for preceding three financial years and current financial year:**

Name of the Auditor	Address	Date of Appointment	Date of cessation, if applicable	Date of resignation, if applicable
M/s. SGCO & Co. LLP	4A Kaledonia, 2nd Floor, Sahar Road, New Andheri Station, Andheri (East)	30.11.2021	30.09.2024	Na

	Mumbai, 400069			

5.15 DETAILS OF THE BORROWING OF THE ISSUER

Details of the following liabilities of the Issuer, as at the end of the last quarter, i.e December 31, 2025, or if available, a later date:

(a) **Details of Outstanding Secured Loan Facilities as on the preceding quarter (as on December 31, 2025)**

Note: All Loan facility are having exclusive security.

Name of lender	Type of Facility	Amount Sanctioned (INR in Lakhs)	Availed	Principal Amount Outstanding(INR in Lakhs)	Security	Repayment date	Credit Rating, if applicable	Asset Classification
Central Bank of India	OD/CC	9500.00	5841.47	8790.83	Book Debts	NA	Care A+ Stable	Standard
Indian Overseas Bank	OD/CC	4000.00	0.00	0.00	Book Debts	NA	Care A+ Stable	Standard
IDBI Bank Limited	OD/CC	2000.00	1200.00	0.00	Book Debts	NA	Care A+ Stable	Standard
Punjab National Bank	OD/CC	1820.00	1801.72	1540.23	Book Debts	NA	Care A+ Stable	Standard
Federal Bank Limited	OD/CC	1500.00	0.00	1293.37	Book Debts	NA	Care A+ Stable	Standard
HDFC Bank	OD/CC	3000.00	2500.00	2500.00	Book Debts	NA	Care A+ Stable	Standard
IndusInd Bank	OD/CC	2500.00	2500.00	2500.00	Book Debts	NA	Care A+ Stable	Standard
DCB Bank	WCDL	7500.00	7500.00	2500.00	Book Debts	NA	Care A+ Stable	Standard
IDFC First Bank	OD/CC	2500.00	0.00	0.00	Book Debts	NA	Care A+ Stable	Standard
Bank of Maharashtra	OD/CC	1000.00	0.00	0.00	Book Debts	NA	Care A+ Stable	Standard
IDFC First Bank	OD/FD	15000.00	0.00	0.00	Book Debts	NA	Care A+ Stable	Standard
HDFC Bank	OD/FD	15000.00	0.00	0.00	Book Debts	NA	Care A+ Stable	Standard
RBL Bank	OD/FD	10000.00	0.00	0.00	Book Debts	NA	Care A+ Stable	Standard
HDFC Bank	Term Loan	1500.00	1500.00	73.19	Book Debts	NA	Care A+ Stable	Standard
Bank of Baroda	Term Loan	5000.00	5000.00	312.50	Book Debts	NA	Care A+ Stable	Standard
Central Bank of India	Term Loan	5000.00	5000.00	1248.35	Book Debts	NA	Care A+ Stable	Standard
Karnataka Bank Ltd	Term Loan	2500.00	2500.00	467.56	Book Debts	NA	Care A+ Stable	Standard

Kotak Mahindra Bank	Term Loan	2500.00	2500.00	434.24	Book Debts	NA	Care A+ Stable	Standard
Indian Overseas Bank	Term Loan	5000.00	5000.00	568.44	Book Debts	NA	Care A+ Stable	Standard
UCO Bank	Term Loan	5000.00	5000.00	1869.99	Book Debts	NA	Care A+ Stable	Standard
Bank of Maharashtra	Term Loan	5000.00	5000.00	534.75	Book Debts	NA	Care A+ Stable	Standard
Indian Bank	Term Loan	7500.00	7500.00	2598.07	Book Debts	NA	Care A+ Stable	Standard
Indian Bank	Term Loan	3000.00	3000.00	1726.59	Book Debts	NA	Care A+ Stable	Standard
Bandhan Bank	Term Loan	8000.00	8000.00	5818.18	Book Debts	NA	Care A+ Stable	Standard
Karur Vyasya Bank	Term Loan	2500.00	2500.00	777.19	Book Debts	NA	Care A+ Stable	Standard
AU Small Finance	Term Loan	3000.00	3000.00	83.33	Book Debts	NA	Care A+ Stable	Standard
AU Small Finance	Term Loan	5000.00	5000.00	3055.56	Book Debts	NA	Care A+ Stable	Standard
Utkarsh Small Finance Bank	Term Loan	2200.00	2200.00	122.22	Book Debts	NA	Care A+ Stable	Standard
Ujjivan Small Finance Bank	Term Loan	2500.00	2500.00	138.89	Book Debts	NA	Care A+ Stable	Standard
HDFC Bank	Term Loan	5000.00	5000.00	2059.94	Book Debts	NA	Care A+ Stable	Standard
Woori Bank	Term Loan	3000.00	3000.00	250.00	Book Debts	NA	Care A+ Stable	Standard
Federal Bank Limited	Term Loan	4000.00	4000.00	1476.88	Book Debts	NA	Care A+ Stable	Standard
JANA Small Finane Bank	Term Loan	6500.00	6500.00	433.33	Book Debts	NA	Care A+ Stable	Standard
Axis Bank	Term Loan	4000.00	4000.00	1642.17	Book Debts	NA	Care A+ Stable	Standard
Axis Bank	Term Loan	4000.00	4000.00	2579.02	Book Debts	NA	Care A+ Stable	Standard
Yes Bank	Term Loan	3000.00	3000.00	1312.50	Book Debts	NA	Care A+ Stable	Standard
IDFC First Bank	Term Loan	6000.00	6000.00	1666.67	Book Debts	NA	Care A+ Stable	Standard
IDFC First Bank	Term Loan	12500.00	12500.00	8593.75	Book Debts	NA	Care A+ Stable	Standard
Karnataka Bank Ltd	Term Loan	2500.00	2500.00	1093.36	Book Debts	NA	Care A+ Stable	Standard
Central Bank of India	Term Loan	7500.00	7500.00	3748.20	Book Debts	NA	Care A+ Stable	Standard
Bandhan Bank	Term Loan	8500.00	8500.00	2318.18	Book Debts	NA	Care A+ Stable	Standard
Bank of Baroda	Term Loan	7500.00	7500.00	3281.25	Book Debts	NA	Care A+ Stable	Standard
Bank of Maharashtra	Term Loan	5000.00	5000.00	2261.67	Book Debts	NA	Care A+ Stable	Standard
HDFC Bank	Term Loan	5000.00	5000.00	2500.00	Book Debts	NA	Care A+ Stable	Standard

DBS Bank	Term Loan	5000.00	5000.00	1969.70	Book Debts	NA	Care A+ Stable	Standard
HDFC Bank	Term Loan	2500.00	2500.00	1354.17	Book Debts	NA	Care A+ Stable	Standard
Karur Vyasya Bank	Term Loan	2500.00	2500.00	1742.52	Book Debts	NA	Care A+ Stable	Standard
Ujjivan Small Finance Bank	Term Loan	3000.00	3000.00	1166.67	Book Debts	NA	Care A+ Stable	Standard
Yes Bank	Term Loan	3000.00	3000.00	1625.00	Book Debts	NA	Care A+ Stable	Standard
Yes Bank	Term Loan	3000.00	3000.00	1687.50	Book Debts	NA	Care A+ Stable	Standard
Indian Overseas Bank	Term Loan	10000.00	10000.00	4279.31	Book Debts	NA	Care A+ Stable	Standard
Dhanalaxmi Bank	Term Loan	2000.00	2000.00	998.35	Book Debts	NA	Care A+ Stable	Standard
Indian Bank	Term Loan	2500.00	2500.00	1609.88	Book Debts	NA	Care A+ Stable	Standard
HDFC Bank	Term Loan	2000.00	2000.00	1250.00	Book Debts	NA	Care A+ Stable	Standard
HDFC Bank	Term Loan	3000.00	3000.00	1857.14	Book Debts	NA	Care A+ Stable	Standard
Suryoday Small Finance Bank	Term Loan	4500.00	4500.00	2483.40	Book Debts	NA	Care A+ Stable	Standard
Federal Bank Limited	Term Loan	5000.00	5000.00	3096.80	Book Debts	NA	Care A+ Stable	Standard
Federal Bank Limited	Term Loan	5000.00	5000.00	3100.85	Book Debts	NA	Care A+ Stable	Standard
Utkarsh Small Finance Bank	Term Loan	3500.00	3500.00	1750.00	Book Debts	NA	Care A+ Stable	Standard
Woori Bank	Term Loan	5000.00	5000.00	2638.89	Book Debts	NA	Care A+ Stable	Standard
South Indian Bank	Term Loan	2500.00	2500.00	1874.98	Book Debts	NA	Care A+ Stable	Standard
City Union Bank	Term Loan	2500.00	2500.00	1629.57	Book Debts	NA	Care A+ Stable	Standard
IndusInd Bank	Term Loan	3000.00	3000.00	1833.24	Book Debts	NA	Care A+ Stable	Standard
ESAF Small Finance Bank	Term Loan	5000.00	5000.00	3457.76	Book Debts	NA	Care A+ Stable	Standard
Bank of Maharashtra	Term Loan	500.00	500.00	392.51	Book Debts	NA	Care A+ Stable	Standard
HDFC Bank	Term Loan	2500.00	2500.00	1785.71	Book Debts	NA	Care A+ Stable	Standard
JANA Small Finane Bank	Term Loan	6300.00	6300.00	4200.00	Book Debts	NA	Care A+ Stable	Standard
Ujjivan Small Finance Bank	Term Loan	2500.00	2500.00	1805.56	Book Debts	NA	Care A+ Stable	Standard
Central Bank of India	Term Loan	5000.00	5000.00	4499.58	Book Debts	NA	Care A+ Stable	Standard
HDFC Bank	Term Loan	2500.00	2500.00	1904.76	Book Debts	NA	Care A+ Stable	Standard
Yes Bank	Term Loan	5000.00	5000.00	4062.50	Book Debts	NA	Care A+ Stable	Standard

DBS Bank	Term Loan	5000.00	5000.00	4090.91	Book Debts	NA	Care A+ Stable	Standard
State Bank of India	Term Loan	15000.00	15000.00	11247.77	Book Debts	NA	Care A+ Stable	Standard
RBL Bank	Term Loan	10000.00	10000.00	8333.33	Book Debts	NA	Care A+ Stable	Standard
RBL Bank	Term Loan	10000.00	10000.00	8333.33	Book Debts	NA	Care A+ Stable	Standard
Bandhan Bank	Term Loan	10000.00	10000.00	10000.00	Book Debts	NA	Care A+ Stable	Standard
SIDBI	Term Loan	5000.00	5000.00	2131.00	Book Debts	NA	Care A+ Stable	Standard
SIDBI	Term Loan	2900.00	2900.00	1247.00	Book Debts	NA	Care A+ Stable	Standard
SIDBI	Term Loan	4300.00	4300.00	1888.00	Book Debts	NA	Care A+ Stable	Standard
SIDBI	Term Loan	2800.00	2800.00	1225.00	Book Debts	NA	Care A+ Stable	Standard
Mudra	Term Loan	5000.00	5000.00	5000.00	Book Debts	NA	Care A+ Stable	Standard
Mudra	Term Loan	5000.00	5000.00	4092.00	Book Debts	NA	Care A+ Stable	Standard
Poonawalla Fincorp	Term Loan	5000.00	5000.00	4011.83	Book Debts	NA	Care A+ Stable	Standard
BAJAJ FINANCE LTD	Term Loan	4000.00	4000.00	3111.11	Book Debts	NA	Care A+ Stable	Standard
Sundaram Finance Limited	Term Loan	2500.00	2500.00	238.94	Book Debts	NA	Care A+ Stable	Standard
Sundaram Finance Limited	Term Loan	5000.00	5000.00	2817.24	Book Debts	NA	Care A+ Stable	Standard
Nabkisan Finance Limited	Term Loan	2500.00	2500.00	681.12	Book Debts	NA	Care A+ Stable	Standard
BAJAJ FINANCE LTD	Term Loan	2500.00	2500.00	763.89	Book Debts	NA	Care A+ Stable	Standard
Mudra	Term Loan	7500.00	7500.00	7500.00	Book Debts	NA	Care A+ Stable	Standard
Poonawalla Fincorp	Term Loan	5000.00	5000.00	1830.87	Book Debts	NA	Care A+ Stable	Standard
Mudra	Term Loan	2500.00	2500.00	684.00	Book Debts	NA	Care A+ Stable	Standard
Nabsamruddhi Finance	Term Loan	5250.00	5250.00	3381.26	Book Debts	NA	Care A+ Stable	Standard
Manappuram Finance	Term Loan	4000.00	4000.00	3.18	Book Debts	NA	Care A+ Stable	Standard
Poonawalla Fincorp	Term Loan	2500.00	2500.00	1416.67	Book Debts	NA	Care A+ Stable	Standard
BAJAJ FINANCE LTD	Term Loan	3500.00	3500.00	2041.67	Book Debts	NA	Care A+ Stable	Standard
Kisetsu Saison Finance (India) Pvt Ltd TL 50Cr	Term Loan	5000.00	5000.00	3333.33	Book Debts	NA	Care A+ Stable	Standard
Capital SFB	Term Loan	1800.00	1800.00	955.64	Book Debts	NA	Care A+ Stable	Standard
Kotak Mahindra Investment ltd	Term Loan	5000.00	5000.00	2916.67	Book Debts	NA	Care A+ Stable	Standard

Nabkisan Finance Limited	Term Loan	3500.00	3500.00	2863.12	Book Debts	NA	Care A+ Stable	Standard
Kookmin Bank	Term Loan	5500.00	5500.00	5041.67	Book Debts	NA	Care A+ Stable	Standard
Axis Bank	Term Loan	10000.00	10000.00	9999.93	Book Debts	NA	Care A+ Stable	Standard
Yes Bank	Term Loan	10000.00	10000.00	9583.33	Book Debts	NA	Care A+ Stable	Standard
Yes Bank	Term Loan	10000.00	5000.00	4687.50	Book Debts	NA	Care A+ Stable	Standard
BAJAJ FINANCE LTD	Term Loan	3500.00	3500.00	3305.56	Book Debts	NA	Care A+ Stable	Standard
Federal Bank Limited	Term Loan	6000.00	6000.00	5623.56	Book Debts	NA	Care A+ Stable	Standard
Federal Bank Limited	Term Loan	9000.00	9000.00	8623.23	Book Debts	NA	Care A+ Stable	Standard
Bank of Baroda	Term Loan	8000.00	8000.00	7500.00	Book Debts	NA	Care A+ Stable	Standard
Canara Bank	Term Loan	5000.00	2500.00	2500.00	Book Debts	NA	Care A+ Stable	Standard
ICICI Bank	Term Loan	5000.00	5000.00	5000.00	Book Debts	NA	Care A+ Stable	Standard
IndusInd Bank	Term Loan	8500.00	8500.00	8500.00	Book Debts	NA	Care A+ Stable	Standard
CSB Bank	Term Loan	4500.00	4500.00	4500.00	Book Debts	NA	Care A+ Stable	Standard
AU Small Finance	Term Loan	5000.00	5000.00	5000.00	Book Debts	NA	Care A+ Stable	Standard
State Bank of India	Term Loan	15000.00	15000.00	15000.00	Book Debts	NA	Care A+ Stable	Standard
Punjab & Sind Bank	Term Loan	5000.00	5000.00	4999.94	Book Debts	NA	Care A+ Stable	Standard
HDFC Mutual Fund & others	PTC	14599.00	14599.00	6980.53	Book Debts	NA	Care AAA	Standard
360 One Asset & Others	PTC	20777.00	20777.00	15325.95	Book Debts	NA	ICRA AAA	Standard
		610746.00	549269.19	352536.79				

(b) **Details of Outstanding Unsecured Loan Facilities as on the preceding quarter (as on December 31, 2025)**: Nil

Name of lender	Type of facility	Amount Sanctioned (in Rs. Lakhs)	Principal Amount outstanding (in Rs. Lakhs)	Repayment date or Schedule	Credit Rating, if applicable

(c) **Details of Outstanding Non-Convertible Securities as on the preceding quarter (as on December 31, 2025):**

Series of NCS	ISIN	Tenor / Maturity Period	Coupon Rate (%)	Amount Outstanding	Date of Allotment	Redemption Date / Schedule	Credit Rating	Secured / Unsecured	Security
1	INE859C08103	5 Years 6 Months	13.85	140 Cr	28.10.2022	28.04.2028	A+	Unsecured	-
2	INE859C07162	3 years	9.95	50 Cr	27.03.2024	27.03.2027	A+	Secured	Book Debts
3	INE859C07170	2 years	9.95	70 Cr	25.07.2024	25.07.2026	A+	Secured	Book Debts
4	INE859C07188	3 years	10.3	60 Cr	01.08.2024	30.07.2027	A+	Secured	Book Debts
5	INE859C07196	3 years	9.00	60 Cr	17.10.2024	17.10.2027	A+	Secured	Book Debts
6	INE859C07204	2 years 5 Months	9.90	60 Cr	13.11.2024	15.03.2027	A+	Secured	Book Debts
7	INE859C07212	3 years	9.90	85 Cr	31.12.2024	31.12.2027	A+	Secured	Book Debts
8	INE859C07220	2 years	9.90	175 Cr	28.01.2025	20.01.2027	A+	Secured	Book Debts
9	INE859C07238	2 Years 6 Months	9.80	153 Cr	26.03.2025	26.09.2027	A+	Secured	Book Debts
10,	INE859C07246	23months	09.40	150 Cr	12.09.2025	12.08.2027	A+	Secured	Book Debts

(d) **Details of Outstanding commercial papers as on the preceding quarter (as on December 31, 2025)**:

Nil

(e) **List of top 10 holders of non-convertible securities in terms of value as on the preceding quarter (as on December 31, 2025) (in cumulative basis)**

Sr. No.	Name of holder	Category of holder	Face value of holding	% of total non-convertible security outstanding
1	PIRAMAL STRUCTURED CREDIT OPPORTUNITIES FUND	TRUSTS - DOMESTIC COMPANIES	10000000	16.26016
2	AU SMALL FINANCE BANK LIMITED	CORPORATE BODIES - DOMESTIC COMPANIES	100000	11.03368

3	HDFC MUTUAL FUND-HDFC CREDIT RISK DEBT FUND	CORPORATE BODIES - DOMESTIC COMPANIES	100000	10.79985
4	ADITYA BIRLA SUN LIFE TRUSTEE PRIVATE LIMITED	CORPORATE BODIES - DOMESTIC COMPANIES	100000	9.291521
5	AXIS MUTUAL FUND TRUSTEE LIMITED	CORPORATE BODIES - DOMESTIC COMPANIES	100000	8.130081
6	DCB BANK LIMITED	TRUSTS - DOMESTIC COMPANIES	100000	5.807201
7	HINDUJA LEYLAND FINANCE LIMITED	CORPORATE BODIES - DOMESTIC COMPANIES	100000	4.413473
8	INFINX SERVICES PRIVATE LIMITED	CORPORATE BODIES - DOMESTIC COMPANIES	100000	4.37863
9	SHAHI EXPORTS PRIVATE LIMITED	CORPORATE BODIES - DOMESTIC COMPANIES	100000	3.495935
10	NAVAL GROUP INSURANCE FUND	TRUSTS - DOMESTIC COMPANIES	100000	3.474933

(f) **List of top 10 holders of commercial papers in terms of value as on the preceding quarter (as on December 31, 2025) (in cumulative basis):**

NA

(g) **Details of the bank fund based facilities/ rest of the borrowing (if any, including hybrid debt like Foreign Currency Convertible Bonds (FCCB), Optionally Convertible Debentures/ Preference Shares) from financial institutions or financial creditors:**

Name of Party (in case of facility) / Name of Instrument	Type of facility / Instrument	Amount sanctioned / issued	Principal Amount outstanding	Date of Repayment / Schedule	Credit Rating	Secured /Unsecured	Security
NA							

(h) **The amount of corporate guarantee or letter of comfort issued by the issuer along with name of the counterparty (like name of the subsidiary, joint venture entity, group company, etc.) on behalf of whom it has been issued, contingent liability including debt service reserve account guarantees/ any put option etc.**

NIL

(i) **Details of any outstanding borrowing taken / debt securities issued for consideration other than cash. This information shall be disclosed whether such borrowing / debt securities have been taken / issued: (i) in whole or part, (ii) at a premium or discount, or (iii) in pursuance of an option or not:**

Not Applicable

5.16 Details of all defaults and/or delay in payments of interest and principal of any kind of term loans, debt securities, commercial paper (including technical delay) and other financial indebtedness including corporate guarantee or letters of comfort issued by the Company, in the preceding 3 (three) years, including the current financial year:

Not Applicable

5.17 Where the Issuer is a non-banking finance company or housing finance company, the following disclosures on Asset Liability Management (ALM) shall be provided for the latest audited financials:

As set out in **Annexure VI** hereinbelow.

5.20 Any material event/ development or change having implications on the financials/ credit quality (e.g. any material regulatory proceedings against the Issuer/ promoters, tax litigations resulting in material liabilities, corporate restructuring event etc.) at the time of Issue which may affect the Issue or the investor's decision to invest / continue to invest in the non-convertible securities / commercial papers.

The Issuer hereby declares that there has been no material event, development or change on the financials/credit quality (e.g. any material regulatory proceedings against the Issuer/promoters, tax litigations resulting in material liabilities, corporate restructuring event etc.) at the time of issue, which may affect the Issue or the Investor's decision to invest/ continue to invest in the debt securities of the Issuer.

5.21 Any litigation or legal action pending or taken by a Government Department or a statutory body or a regulatory body during the last three years immediately preceding the year of the issue of prospectus against the promoter of the Company;

Nil

5.22 Details of default and non-payment of statutory dues for the preceding three financial years and current financial year

Nil

5.23 Details of pending litigation involving the issuer, promoter, director, subsidiaries, group companies or any other person, whose outcome could have material adverse effect on the financial position of the issuer, which may affect the issue or the investor's decision to invest / continue to invest in the debt securities and/or non-convertible redeemable preference shares. –

Nil

5.24 Details of acts of material frauds committed against the Company in the preceding 3 (three) financial years and current financial year, if any, and if so, the action taken by the Company

Nil

5.25 Related party transactions entered during the preceding three financial years and current financial year with regard to loans made or, guarantees given or securities provided.

	Nature of transaction	For the FY 2025	For the FY 2026

Name of related party		As at March 31, 2024	Transaction value for the year ended March 31, 2025	Received During the year	Paid During The year	As at March 31, 2025	Transaction value for the year ended Dec 31, 2025	Received During the year	Paid During the Year	As at Dec 31, 2025
Key management personnel										
Mr. V G K Prasad	Rent paid	-	24.95	-	-	-	19.60	-	-	-
	Director's remuneration	-	144.00	-	-	-	112.80	-	-	-
	Director Commission Payable	135.52	193.98	-	135.52	193.98	-	-	193.98	-
	Rent deposit given	50.00	-	-	-	50.00	-	-	-	50.00
	Advance Received	-	-	-	-	-	-	-	-	-
	Interest paid on advance	-	-	-	-	-	-	-	-	-
	Purchase of IKF Home Finance shares	-	-	-	-	-	-	-	4,358.85	-
	Share Capital -Partly Paid(INR 1/- Paid up)	-	-	-	-	-	-	-	-	32.49
	Share Capital (INR 10/- Paid up)	1,985.36	-	-	-	1,985.36	135.06	-	-	2,120.42
Mrs.K.Vasumathi Devi	Director's remuneration	-	72.00	-	-	-	56.40	-	-	-
	Director Commission Payable	68.23	95.54	-	68.23	95.54	-	-	95.54	0.00
	Purchase of IKF Home Finance shares	-	-	-	-	-	-	-	641.53	-
	Share Capital (INR 10/- Paid up)	264.73	-	-	-	264.73	-	-	-	264.73
Mr.Prakash Bhawnani	Salary Paid	-	51.03	-	-	-	88.29	-	-	-
	Number of ESOP granted during the year (in Lakhs)	-	0.51	-	-	0.51	-	-	-	0.51
Mr.Ch.Sreenivasa Rao	Salary Paid	-	36.08	-	-	-	28.93	-	-	-
Mrs.K.Mounika	Salary Paid	-	-	-	-	-	1.04	-	-	-
Relatives of key management personnel										
Mrs. V Indira Devi	Rent paid	-	55.44	-	-	-	43.56	-	-	-
	Director's remuneration	-	-	-	-	-	-	-	-	-
	Salary Paid	-	12.00	-		-	9.00	-	-	-
	Director Commission Payable	-	-	-	-	-	-	-	-	-
	Rent deposit given	38.50	-	-	-	38.50	-	-	-	38.50
	Purchase of IKF Home Finance shares	-	-	-	-	-	-	-	399.41	-
	Share Capital (INR 10/- Paid up)	164.81	-	-	-	164.81	-	-	-	173.23

Mrs. D Vasantha Lakshmi	Share Capital (INR 10/- Paid up)	249.18	-	-	-	249.18	-	-	-	249.18
	Purchase of IKF Home Finance shares	-	-	-	-	-	-	-	603.85	-
Mr. V Raghu Ram	Share Capital (INR 10/- Paid up)	180.07	-	-	-	180.07	-	-	-	180.07
	Purchase of IKF Home Finance shares	-	-	-	-	-	-	-	436.37	-
Mr. Sinha Satyanand Chunduri	Share Capital (INR 10/- Paid up)	11.77	-	-	-	11.77	-	-	-	11.77
Mrs. Durga Rani Chunduri	Share Capital (INR 10/- Paid up)	149.41	-	-	-	149.41	-	-	-	149.41
Subsidiary										
IKF Home Finance Limited	Loan given	-	-	-	-	-	-	-	-	-
	Interest Received	-	-		-	-	-		-	-
	Inter Corporate deposits taken	-	-	-	-	-	-	-	-	-
	Interest Paid	-	-	-	-	-	-	-	-	-
	Direct Assignment	1,383.99	-	-409.97	-	974.02	-	-189.26	-	784.77
	Interest Receivable on Direct Assignment	20.81	166.87	-171.73	-	15.96	90.19	-91.58	-	14.57
	Investments in equity shares by IKF Finance Ltd.,	########	-	-	-	########	########	-	-	########
	Investments in equity shares Refundable	-		-	-	-	-	-	-	-
	Service Fee Collected	-	91.03	-	-	-	-	56.29	-	-
	Service Fee Paid	-	5.08	-	-	-	-	1.32	-	-
	ESOP Compensation for employees of IKF Finance Ltd	-	1.77	-	-	1.77	61.69	-	-	63.46

	Number of ESOP Granted to the employees of IKF Home Finance Ltd(in Lakhs) (net of lapsed)	-	0.43	-	-	0.43	1.00	-	-	1.43
Enterprises significantly influenced by key management personnel or their relatives										
IKF Infratech Private Limited	Inter Corporate deposits taken	-	-	490.00	-490.00	-	-	-	-	-
	Interest Paid	-	1.21	-	-	-	-	-		-
Enterprises in which Directors are interested										
SVR Finance & Leasing Private Limited	Trade Advance	-	-	-	-	-	-	-	-	-
	Interest Paid	-	-		-	-	-	-	-	-
Enterprises having a significant influence										
India Business Excellence Fund-IIA	Share Capital (INR 10/- Paid up)	1,305.16	-	-	-	1,305.16	-	-	-	-
Vistra ITCL (India) Limited (formerly known as IL and FS Trust Company Limited) (Trustee of Business Excellence Trust-II - India Business Excellence Fund II)	Share Capital (INR 10/- Paid up)	780.40	-	-	-	780.40	-	-	-	-

	Compulsorily Convertible Preference Shares of Rs 100/- Each (Converted into equity shares during the FY 2018-19)									
	Share premium on preference shares	-	-		-	-				

5.26 The issue document shall not include a statement purporting to be made by an expert unless the expert is a person who is not, and has not been, engaged or interested in the formation or promotion or management, of the company and has given his written consent to the issue of the issue document and has not withdrawn such consent before the delivery of a copy of the issue document to the Registrar (as applicable) for registration and a statement to that effect shall be included in the issue document.

5.27 In case the issuer is a Non-Banking Finance Company (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 VI** hereinbelow.

5.28 In order to allow investors to better assess the issue, the following additional disclosures shall be made by the issuer in the issue documents:

(i) A portfolio summary with regards to industries/ sectors to which borrowings have been granted by NBFCs.

(ii) Quantum and percentage of secured vis-à-vis unsecured borrowings granted by NBFCs.

(iii) Any change in promoters' holdings in NBFCs during the preceding financial year beyond the threshold specified by the Reserve Bank of India from time to time.

As set out in **Annexure VI** hereinbelow.

5.29 Declaration in case of public issue with regards to the following:

a. procedure of allotment of debt securities and non-convertible redeemable preference shares and unblocking of funds in case of refund;

N.A.

b. a statement by the Board of Directors about the separate bank account where all monies received out of the issue are to be transferred, and disclosure of details of all monies including utilised and unutilised monies out of the previous issue in the prescribed manner;

N.A.

c. the details of all utilized and unutilised monies out of the monies collected in the previous issue made by way of public offer shall be disclosed and continued to be disclosed in the balance sheet till the time any part of the proceeds of such previous issue remains unutilized, the purpose for which such monies have been utilized, and the securities or other forms of financial assets in which such unutilized monies have been invested; and

N.A.

d. the interim use of funds, if any.

N.A.

5.30 Details of pending proceedings initiated against the Company for economic offences, if any

Nil

5.31 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.

This has been procured to the extent applicable.

5.32 The names of the debenture trustees(s), a statement to the effect that the debenture trustee has consented to its appointment along with a copy of the agreement executed by the debenture trustee with the issuer in accordance with regulation 13 of the Securities and Exchange Board of India (Debenture Trustees) Regulations, 1993 made accessible through a web-link or a static quick response code displayed in the issue document.

As specified in the relevant Key Information Document.

5.33 Details of credit rating along with reference to the rating letter issued (not older than one month on the date of opening of the issue) by the rating agencies in relation to the issue shall be disclosed. The detailed press release of the Credit Rating Agencies along with rating rationale(s) adopted (not older than one year on the date of opening of the issue) shall also be disclosed.

As specified in the relevant Key Information Document.

5.34 If the security is backed by a guarantee or letter of comfort or any other document / letter with similar intent, a copy of the same shall be disclosed. In case such document does not contain detailed payment structure (procedure of invocation of guarantee and receipt of payment by the investor along with timelines), the same shall be disclosed in the General Information Document.

As specified in the relevant Key Information Document.

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

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

Coupon and all other charges shall accrue based on actual/actual day count convention in accordance with Chapter III (*Day count convention, disclosure of cash flows and other disclosures in the offer document*) of the SEBI circular no. SEBI/HO/DDHS/DDHS-PoD/P/CIR/2025/0000000137 dated August 13, 2025 on "*Master Circular for issue and listing of Non-convertible Securities, Securitised Debt Instruments, Security Receipts, Municipal Debt Securities and Commercial Paper*", as may be amended and modified from time to time;

(b) ***Procedure and time schedule for allotment and issue of securities:***

Please refer to the column on "*Issue Timing*" under Section 5.34 (*Issue Details*) of this General Information Document.

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

The cashflows emanating from the Non-Convertible Securities, by way of an illustration, are set out in the respective Key Information Document.

5.36 Name(s) of the stock exchange(s) where the non-convertible securities are proposed to be listed and the details of their in-principle approval for listing obtained from these stock exchange(s). If non-convertible securities are proposed to be listed on more than one stock exchange(s) then the issuer shall specify the designated stock exchange for the issue. The issuer shall specify the stock exchange where the recovery expense fund is being/has been created as specified by the Board:

The Non-Convertible Securities are proposed to be listed on the WDM segment of the BSE . The Issuer shall comply with the requirements of the listing agreement for debt securities to the extent applicable to it on a continuous basis.

The Issuer has obtained the in-principle approval for the listing of the Non-Convertible Securities from BSE and the same is annexed in the Key Information Documents. The Issuer shall also be creating the recovery expense fund prescribed as per the SEBI Debenture Trustees Circular and relevant applicable SEBI regulations with BSE

The Non-Convertible Securities are not proposed to be listed on more than one stock exchange.

5.37 Other details:

(a) **Creation of Debenture Redemption Reserve** ("**DRR**") – **relevant legislations and applicability:**

(i) The Company hereby agrees and undertakes that, if required under Applicable Law, it will create a debenture redemption reserve ("**DRR**") in accordance with the provisions of the Act (and the rules and regulations made thereunder) and the guidelines issued by the relevant Governmental Authorities.

(ii) If any guidelines are formulated (or modified or revised) by any Governmental Authority in respect of creation of the DRR prior to the Final Settlement Date, then the Company shall comply with such guidelines and shall do all deeds, acts and things as may be required by the Debenture Trustee in respect of the creation and maintenance of the DRR.

(iii) Where applicable, the Company shall submit to the Debenture Trustee a certificate duly certified by a chartered accountant certifying that the Company has transferred the required amount to the DRR at the end of each Financial Year.

(iv) In addition to the above, to the extent required by Applicable Law, the Company shall, in any Financial Year, in respect of any amounts of the Non-Convertible Securities maturing in such Financial Year, invest or deposit amounts up to such thresholds as may be prescribed by Applicable Law and in such form and manner as prescribed therein and within the time periods prescribed therein.

(b) **Issue / instrument specific regulations - relevant details (Companies Act, Reserve Bank of India guidelines etc.):**

i. The Debentures are governed by and will be construed in accordance with the Indian Law. The Issuer, the Debentures and Issuer's obligations under the Debentures shall, at all times, be subject to the directions of the Reserve Bank of India (RBI), Securities & Exchange Board of India (SEBI), Stock Exchanges, Companies Act, 2013 and other applicable laws and regulations from time to time.

a) the Companies Act, 2013;
b) the Companies Act, 1956 (to the extent applicable and in force);
c) the Securities Contracts (Regulation) Act, 1956;
d) the Companies (Share Capital and Debentures) Rules, 2014;
e) the Companies (Prospectus and Allotment of Securities) Rules, 2014;
f) the Securities and Exchange Board of India Act, 1992;
g) the Depositories Act, 1996;
h) the NCS Listing Regulations, as amended from time to time;
i) the SEBI LODR Regulations, as amended from time to time;
j) the Master Circular for Debenture Trustees, as amended from time to time;
k) the Listed NCDs Master Circular, as amended from time to time;
l) the SEBI Merchant Banker Regulations, as amended from time to time;
m) the Securities and Exchange Board of India (Debenture Trustees) Regulations, 1993, as amended from time to time; and
n) all other relevant laws (including rules, regulations, clarifications, notifications, directives, circulars as may be issued by the Securities Exchange Board of India, the Reserve Bank of India and any statutory, regulatory, judicial, quasi-judicial authority).

Over and above, the said debentures shall be subject to the term and conditions as contained in the General Information Document/ Key Information Document, application form and the Debenture Trust Deed / Trustee Agreement.

ii. In the event the Issuer proposed to issue Debentures with face value of INR 10,000/- (Indian Rupees Ten Thousand Only), the Issuer shall appoint a Merchant Banker for the issue for performing the role, responsibilities and obligations same as they would be in case of public issue of debt security or non- convertible redeemable preference share, as provided under **clause 1.3 of Chapter V** (*Denomination of issuance and trading of Non-convertible Securities*) of the Listed NCDs Master Circular,

"*Issuer may issue debt security or non-convertible redeemable preference share on private placement basis at a face value of Rs. Ten Thousand;*

(i) Subject to the following conditions:

a) The issuer shall appoint at least one Merchant Banker. Provided that the role, responsibilities and obligations of the Merchant Banker(s) shall be same as they would be in case of public issue of debt security or non-convertible redeemable preference share.

b) Such debt security or non-convertible redeemable preference share shall be interest/ dividend bearing security paying coupon/ dividend at regular intervals with a fixed maturity without any structured obligations…."

(c) **Default in payment**:

Please refer to the terms and conditions of the Non-Convertible Securities set out in Section 5.34 (Issue Details) of this General Information Document.

As specified in the relevant Key Information Document.

(d) **Delay in listing:**

In accordance with the Securities and Exchange Board of India (Issue and Listing of Non-Convertible Securities) Regulations, 2021 as amended from time to time, read together with the requirements in respect of the timelines for listing of debt securities issued on a private placement basis prescribed in Chapter VII (*Standardization of timelines for listing of securities issued on a private placement basis*) of the SEBI circular no. SEBI/HO/DDHS/DDHS-PoD/P/CIR/2025/0000000137 dated August 13, 2025 on "*Master Circular for issue and listing of Non-convertible Securities, Securitised Debt Instruments, Security Receipts, Municipal Debt Securities and Commercial Paper*" (as amended and modified from time to time), the Issuer confirms that in the event there is any delay in listing a of the Non-Convertible Securities beyond (T+3) working days, wherein "**T**" shall be referred to the issue closing date, the Company 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 Non-Convertible Securities until the listing of the Non-Convertible Securities is completed.

(e) **Delay in allotment of securities**:

(i) The Issuer shall ensure that the Non-Convertible Securities are allotted to the respective Debenture Holders and are credited into the demat accounts of the relevant Debenture Holders within the timelines prescribed under the SEBI Listing Timelines Requirements.

(ii) If the Issuer fails to allot the Non-Convertible Securities to the Applicants within 60 (sixty) calendar days from the date of receipt of the Application Monies ("**Allotment Period**"), it shall repay the Application Monies to the Applicants within 15 (fifteen) calendar days from the expiry of the Allotment Period ("**Repayment Period**").

(iii) If the Issuer fails to repay the Application Monies within the Repayment Period, then Issuer shall be liable to repay the Application Monies along with interest at the applicable Interest Rate or 12% (twelve percent) per annum, whichever is higher, from the expiry of the Allotment Period.

(f) **Issue details**:

Please refer to Section 5.34 (*Issue Details*) of this General Information Document

(g) **Application process:**

The application process for the Issue is as provided in Section 8 of this General Information Document.

(h) **Disclosure prescribed under PAS-4 of Companies (Prospectus and Allotment of Securities), Rules, 2014 but not contained in this schedule, if any:**

All disclosures under Form No. PAS-4 of Companies (Prospectus and Allotment of Securities), Rules, 2014 have been set out in Section 10.

(i) **Project details: gestation period of the project; extent of progress made in the project; deadlines for completion of the project; the summary of the project appraisal report (if any), schedule of implementation of the project:**

Not Applicable

5.38 The issue document shall include the following other matters and reports, namely:

(a) If the proceeds, or any part of the proceeds, of the issue of the debt securities/ non-convertible redeemable preference shares are or is to be applied directly or indirectly:

(1) in the purchase of any business; or

(2) in the purchase of an interest in any business and by reason of that purchase, or anything to be done in consequence thereof, or in connection therewith, the company shall become entitled to an interest in either the capital or profits and losses or both, in such business exceeding fifty per cent. thereof, a report made by a chartered accountant (who shall be named in the issue document) upon –

1. **the profits or losses of the business for each of the three financial years immediately preceding the date of the issue of the issue document; and**
2. **the assets and liabilities of the business as on the latest date to which the accounts of the business were made up, being a date not more than one hundred and twenty days before the date of the issue of the issue document.**

(b) In purchase or acquisition of any immoveable property including indirect acquisition of immoveable property for which advances have been paid to third parties, disclosures regarding:

(1) the names, addresses, descriptions and occupations of the vendors;

(2) the amount paid or payable in cash, to the vendor and where there is more than one vendor, or the company is a sub-purchaser, the amount so paid or payable to each vendor, specifying separately the amount, if any, paid or payable for goodwill;

(3) the nature of the title or interest in such property proposed to be acquired by the company; and

(4) the particulars of every transaction relating to the property completed within the two preceding years, in which any vendor of the property or any person who is or was at the time of the transaction, a promoter or a director or proposed director of the company, had any interest, direct or indirect, specifying the date of the transaction and the name of such promoter, director or proposed director and stating the amount payable by or to such vendor, promoter, director or proposed director in respect of the transaction:

Provided that if the number of vendors is more than five, then the disclosures as required above shall be on an aggregated basis, specifying the immoveable property being acquired on a contiguous basis with mention of the location/total area and the number of vendors from whom it is being acquired and the aggregate value being paid. Details of minimum amount, the maximum amount and the average amount paid/ payable should also be disclosed for each immovable property.

Provided that the disclosures specified in sub-clauses (i) to (iv) above shall be provided for the top five vendors on the basis of value viz. sale consideration payable to the vendors.

Provided further that for the remaining vendors, such details may be provided on an aggregated basis in the offer document, specifying number of vendors from whom it is being acquired and the aggregate value being paid; and the detailed disclosures as specified in sub-clauses (i) to (iv) above may be provided by way of static QR code and web link. If the issuer provides the said details in the form of a static QR code and web link, the same shall be provided to the debenture trustee as well and kept available for inspection as specified in clause (g) of paragraph 5.38 of this Section to this Key Information Document. A checklist item in the 'Security and Covenant Monitoring System' shall also be included for providing the detailed disclosures, as specified in sub-clauses (i) to (iv) above, to the debenture trustee and confirmation of the same by the debenture trustee.

(c) If:

(1) the proceeds, or any part of the proceeds, of the issue of the debt securities/non-convertible redeemable preference shares are or are to be applied directly or indirectly and in any manner resulting in the acquisition by the company of shares in any other body corporate; and

(2) by reason of that acquisition or anything to be done in consequence thereof or in connection therewith, that body corporate shall become a subsidiary of the company, a report shall be made by a Chartered Accountant (who shall be named in the issue document) upon –

1. **the profits or losses of the other body corporate for each of the three financial years immediately preceding the issue of the issue document; and**
2. **the assets and liabilities of the other body corporate as on the latest date to which its accounts were made up.**

(d) The said report shall:

(1) indicate how the profits or losses of the other body corporate dealt with by the report would, in respect of the shares to be acquired, have concerned members of the issuer company and what allowance would have been required to be made, in relation to assets and liabilities so dealt with for the holders of the balance shares, if the issuer company had at all material times held the shares proposed to be acquired; and

(2) where the other body corporate has subsidiaries, deal with the profits or losses and the assets and liabilities of the body corporate and its subsidiaries in the manner as provided in paragraph (c) (ii) above.

(e) The broad lending and borrowing policy including summary of the key terms and conditions of the term loans such as re-scheduling, prepayment, penalty, default; and where such lending or borrowing is between the issuer and its subsidiaries or associates, matters relating to terms and conditions of the term loans including rescheduling, prepayment, penalty, default shall be disclosed.

(f) The aggregate number of securities of the issuer company and its subsidiary companies purchased or sold by the promoter group, and by the directors of the company which is a promoter of the issuer company, and by the directors of the issuer company and their relatives, within six months immediately preceding the date of filing the issue document with the Registrar of Companies, shall be disclosed.

NA

(g) The matters relating to:

(1) Material contracts:

S. No.	Nature of Contract
1.	Certified true copy of the Memorandum & Articles of Association of the Issuer.
2.	Resolution of the Management Committee of the Board dated February 20, 2026 authorizing the issue of Non-Convertible Securities offered under the terms of this General Information Document.
3.	Board Resolution authorizing the respective Tranche/Issuance of Debentures offered under the terms of this Key Information Document shall be as more particularly as set out in the relevant Key Information Document, from time to time.
4.	Shareholders Resolution dated September 30, 2025 authorizing the issue of non-convertible debentures by the Company.
5.	Copies of Annual Reports of the Company for the last three financial years.
6.	Credit rating letter from the Rating Agent, rating rationale from the Rating Agent along with detailed press release as more particularly as set out in the relevant Key Information Document, as shall be issued from time to time.
7.	Letter from Debenture Trustee as more particularly as set out in the relevant Key Information Document, as shall be issued from time to time.
8.	Letter from the Registrar and Transfer Agent as more particularly as set out in the relevant Key Information Document, as shall be issued from time to time.
9.	Letter from the Merchant Banker as more particularly as set out in the relevant Key Information Document, as shall be issued from time to time.
10.	Certified true copy of the certificate of incorporation of the Company.
11.	Certified true copy of the tripartite agreement between the Company, the Registrar & Transfer Agent and the NSDL/CDSL.
12.	Copy of application made to BSE for grant of in-principle approval for listing of Non-Convertible Securities.
13.	Relevant Tranche/Issuance Debenture Trustee Agreement to be executed by the Issuer and the Debenture Trustee.
14.	Relevant Tranche/Issuance Debenture Trust Deed to be executed by the Issuer and the Debenture Trustee.
15.	Relevant Tranche/Issuance Deed of Hypothecation(s) to be executed by the Issuer and the Debenture Trustee.
16.	Any other document as deemed relevant and applicable.

(2) Time and place at which the contracts together with documents will be available for inspection from the date of issue document until the date of closing of subscription list.

The contracts and documents referred to hereunder are material to the Issue, may be inspected at the registered office of the Company between on 10.00 am to 4.00 pm on Business Days.

(h) Reference to the relevant page number of the audit report which sets out the details of the related party transactions entered during the three financial years immediately preceding the issue of issue document.

Detailed Financial statements forms part of this Document

(i) The summary of reservations or qualifications or adverse remarks of auditors in the three financial years immediately preceding the year of issue of issue document, and of their impact on the financial statements and financial position of the company, and the corrective steps taken and proposed to be taken by the company for each of the said reservations or qualifications or adverse remarks.

Nil

(j) The details of: any inquiry, inspections or investigations initiated or conducted under the securities laws or Companies Act, 2013 (18 of 2013) or any previous companies law; prosecutions filed, if any (whether pending or not); and fines imposed or offences compounded, in the three years immediately preceding the year of issue of issue document in the case of the issuer being a company and all of its subsidiaries.

Nil

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

Nil

5.39 Listing and Monitoring Requirements:

(a) Monitoring

The Company will provide all such assistance to the Debenture Trustee as may be required by it, to carry out the necessary due diligence and monitor the security cover in the manner as may be specified by SEBI from time to time. In this regard, in accordance with the Master Circular for Debenture Trustee, the Company undertakes and agrees to provide all relevant documents/ information, as applicable, to enable the Debenture Trustee to submit the following reports/ certifications to BSE in accordance with the Master Circular for Debenture Trustee:

(b) Recovery Expense Fund

(a) The Company hereby undertakes and confirms that it shall, within the time period prescribed under the Master Circular for Debenture Trustee, establish, maintain and utilize the Recovery Expense Fund in such manner/ mode as is prescribed under the Master Circular for Debenture Trustee, to enable the Debenture Trustee to take prompt action in relation to the enforcement/legal proceedings under the Transaction Documents.

(b) The Company shall deposit cash or cash equivalents including bank guarantees towards the contribution to Recovery Expense Fund with the designated stock exchange and submit relevant documents evidencing the same to the Debenture Trustee from time to time.

(c) The Company shall ensure that any bank guarantees provided in respect of the Recovery Expense Fund remain valid for a period of 6 (six) months following the maturity date of the Debentures. The Company shall keep the bank guarantees in force and renew the bank guarantees at least 7 (seven) working days before its expiry, failing which the designated stock exchange may invoke such bank guarantee.

(d) In the event of default, the Debenture Trustee may get reimbursed from the REF for all the related activities for enforcement/ legal proceedings including but not limited to obtaining various consents from debenture holders, voting process, holding of meetings of debenture holders, filing court applications, legal fees, expenses for asset recovery services, appointment of legal consultants in respect of enforcement/ legal proceedings in the event of default.

(e) In case the utilization of REF is for purposes explicitly specified under paragraph (d) above, prior approval from the Debenture Holders shall not be required. Debenture Trustee shall intimate debenture holders through mail and upload on its website regarding the reimbursement from REF. In case the utilization of REF is for purposes other than explicitly mentioned in paragraph (d) above, the Debenture Trustee shall obtain prior consent of the holders of the debt securities and shall inform the same to the Designated Stock Exchange.

(f) Debenture Trustee shall inform the Designated Stock Exchange to release the amount from the REF and submit an independent auditor's certificate regarding the expenses incurred to the Stock Exchange, which shall be verified by the Stock Exchange before release of the amount from the REF to the Debenture Trustee.

(g) The Designated Stock Exchange shall release the amount lying in the REF to the Debenture Trustee within five working days of receipt of such intimation.

(h) The Debenture Trustee shall keep a proper account of all expenses incurred out of the funds received from REF.

(i) The Debenture Trustee shall on an annual basis update the debenture holders regarding the utilization of such funds.

(j) The Debenture Trustee shall supervise the implementation of the conditions, creation of Recovery Expense Fund as applicable.

(c) Requirements Under The LODR Regulations

The Company agrees, declares and covenants with the Debenture Trustee that it will comply with all relevant requirements prescribed under the LODR Regulations applicable to it (including without limitation, Chapter IV of the LODR Regulations (to the extent applicable) and Chapter V of the LODR Regulations (to the extent applicable)).

(d) Due Diligence

(a) The Company acknowledges, understands, and confirms that:

(i) the Debenture Trustee shall carry out due diligence on continuous basis to ensure compliance by the Company, with the provisions of the Act, the LODR Regulations, the Debt Listing Regulations, the Debenture Trustees Regulations, the listing agreement of the stock exchange(s) where the Debentures are listed, the Transaction Documents, and any other regulations issued by SEBI pertaining to the Issue;

(ii) for the purposes of carrying out the due diligence as required in terms of the Master Circular for Debenture Trustee, 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 Company's Hypothecated Assets inspected by its officers and/or external auditors, valuers, consultants, lawyers, technical experts, management consultants appointed by the Debenture Trustee; and

(iii) the Debenture Trustee may at any time through its authorized representatives and agents, inspect books of account, records, registers of Company and the trust property (as set out in the Debenture Trust Deed/ the respective Key Information Document) to the extent necessary for discharging its obligations. The Company shall provide full and unimpeded access to the records, registers and books of accounts in relation to the Hypothecated Assets and facilitate in the inspection and due diligence process. Any fees, costs expenses incurred in conducting such inspection/due diligence process shall be fully borne by the Company. In the event, any fees, costs expenses are borne by the Debenture Trustee, the above shall be reimbursed forthwith by the Company upon request.

(b) The Company shall submit documents/ information as the Debenture Trustee may require to conduct continuous and periodical due diligence and monitoring of the Transaction Security or the assets on which security interest/ charge is created, which shall *inter alia*, include:

(i) periodical status/ performance reports from the Company within seven days of the relevant board meeting of the Company or within 45 (forty-five) days of the respective quarter, whichever is earlier;

(ii) details with respect to defaults, if any, with regard to payment of interest or redemption of Debentures;

(iii) details with respect to the implementation of the conditions regarding creation of the Transaction Security for the Debentures, debenture redemption reserve if applicable and Recovery Expense Fund;

(iv) details with respect to the Hypothecated Assets of the Company and of the guarantors (to the extent applicable) to ensure that they are sufficient to discharge the interest and principal amount at all times and that such Hypothecated Assets are free from any other encumbrances except those which are specifically agreed to by the Debenture Holders;

(v) reports on the utilization of funds raised by the issue of Debentures;

(vi) details with respect to redemption of the Debentures;

(vii) (to the extent applicable) details with respect to dispatch of the debenture certificates and interest warrants, credit of the debentures in the demat account of the Debenture Holders and payment of amounts upon redemption of Debentures to the Debenture Holders due to them within the stipulated time period in accordance with the applicable Law;

(viii) (to the extent applicable) reports from the lead bank regarding the progress of the project relating to the proceeds of the Issue;

(ix) details regarding monitoring of utilisation of funds raised in the issue of the Debentures;

(x) (to the extent applicable) certificate from the statutory auditors of the Company (i) in respect of utilisation of funds during the implementation period of the project relating to the proceeds of the Issue, and (ii) in the case of Debentures issued for financing working capital, at the end of each accounting year; and

(xi) such other documents or information as may be required by the Debenture Trustee in accordance with the applicable Law.

(c) Without prejudice to any other provision of the Debenture Trust Deed/ the respective Key Information Document and the other Transaction Documents, the Company shall:

(i) provide such documents/information and assistance to the Debenture Trustee as may be required by the Debenture Trustee to carry out the necessary due diligence and monitor the security cover on a quarterly basis in the manner as may be specified by SEBI from time to time;

(ii) to the extent applicable, submit a certificate from the statutory auditor on a quarterly basis, regarding the maintenance of security cover in accordance with the terms of the Disclosure Documents and the other Transaction Documents including compliance with the covenants of the Disclosure Documents and the other Transaction Documents within timelines as specified under SEBI Listed Debentures Circulars and Regulations, or such other circulars issued by SEBI from time to time;

(iii) comply with all requirements under the Master Circular for Debenture Trustee, and provide all documents/information as may be required in accordance with the Master Circular for Debenture Trustee.

(iv) The Company shall submit the all such reports/ certification to the Debenture Trustee within the following timelines as to enable the Debenture Trustee to submit the following reports/ certification to Stock Exchange within the timelines specified in the Key Information Document.

(e) Others

(a) The Company shall, at all times until the secured obligations have been duly discharged, maintain a bank account (**"Account Bank**") from which it proposes to pay the redemption amount. The Company agrees and acknowledges that they shall also inform the Debenture Trustee within 1 (one) working day of any change in the Account Bank details.

(b) The Company further acknowledges, agrees, that the Debenture Trustee is authorised to seek redemption payment related details and information from the Account Bank in terms of the extant SEBI regulations. Further, in case of change of Account bank, the Debenture Trustee shall accept such change only upon submission of the duly acknowledged and accepted pre-authorisation letter and duly accepted consent letter from the successor /new account bank.

(c) The Company covenants with the Debenture Trustee that it shall comply with all its obligations under the Debenture Trust Deed/ the respective Key Information Document and pay and repay all the monies payable by the Company (including any applicable default interest, fees and costs and expenses) to the Debenture Trustee and the Debenture Holder(s) pursuant to the terms of the Debenture Trust Deed/ the respective Key Information Document.

(d) The Company shall ensure due compliance and adherence to the Master Circular for Debenture Trustee in letter and spirit.

(e) To the extent applicable and required in terms of the Master Circular for Debenture Trustee, the Debenture Trustee shall execute an "inter creditor agreement" in the manner prescribed under the Master Circular for Debenture Trustee.

(f) To the extent required/ applicable, the Company shall provide intimation to the Debenture Trustee regarding (i) any default in timely payment of interest or redemption or both in respect of the non-convertible debt securities issued by the Company, and (ii) all covenants of the issue (including side letters, event of default provisions/ clauses etc.).

(g) The Company shall promptly disclose and furnish to the Debenture Trustee, all documents/ information about or in relation to the Company or the Debentures, as requested by the Debenture Trustee to fulfil its obligations hereunder or to comply with any applicable Law, including in relation to filing of its reports/ certification to stock exchange within the prescribed timelines.

(h) The Company and the Debenture Trustee hereby agree and covenant to comply with the requirements prescribed under the Master Circular for Debenture Trustee in respect of the Debentures and the transactions contemplated in the Transaction Documents.

5.40 Issue Details applicable for this first issuance of the Debentures under the General Information Document. The issue details of the subsequent issuance of the relevant Non-Convertible Securities shall be set out in the relevant Key Information Document that shall be issued from time to time.

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

(b) The Issuer shall ensure that the Non-Convertible Securities continue to be listed on the wholesale debt market segment of the BSE and / or NSE.

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 of the relevant issuance of the Debenture, 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 listing of the Debentures is completed.

Security Name (*Name of the non-convertible securities which includes Coupon / dividend, Issuer Name and maturity year*)	As specified in the relevant Key Information Document.
Issuer	IKF Finance Limited
Type of Instrument	As specified in the relevant Key Information Document.
Nature of Instrument (Secured or Unsecured)	As specified in the relevant Key Information Document.
Seniority (Senior or subordinated)	As specified in the relevant Key Information Document.
Eligible Investors	As specified in the relevant Key Information Document.
Listing (name of stock Exchange(s) where it will be listed and timeline for listing)	As specified in the relevant Key Information Document.
Rating of Instrument	As specified in the relevant Key Information Document.
Minimum Subscription	As specified in the relevant Key Information Document.
Option to retain oversubscription (Amount)	As specified in the relevant Key Information Document.
Objects of the Issue / Purpose for which there is requirement of funds	As specified in the relevant Key Information Document.
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:	As specified in the relevant Key Information Document.
Details of the utilization of the Proceeds	As specified in the relevant Key Information Document.
Coupon Rate	As specified in the relevant Key Information Document.
Step Up Coupon Rate	As specified in the relevant Key Information Document.
Coupon Payment Frequency	As specified in the relevant Key Information Document.
Coupon Payment Dates	As specified in the relevant Key Information Document.
Coupon Type (Fixed, floating or other structure)	As specified in the relevant Key Information Document.
Coupon Reset Process (including rates, spread, effective date, interest rate cap and floor etc.)	As specified in the relevant Key Information Document.
Day Count Basis (Actual / Actual)	Actual / Actual. 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 Non-Convertible Securities, 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	As specified in the relevant Key Information Document.
Default Interest Rate	As specified in the relevant Key Information Document.
Tenor	As specified in the relevant Key Information Document.
Redemption Date / Maturity Date	As specified in the relevant Key Information Document.
Redemption Amount	As specified in the relevant Key Information Document.
Redemption Premium/ Discount	As specified in the relevant Key Information Document.
Issue Price	As specified in the relevant Key Information Document.
Discount at which security is issued and the effective yield as a result of such discount	As specified in the relevant Key Information Document.
Premium / Discount at which security is redeemed and the effective yield as a result of such premium / discount	As specified in the relevant Key Information Document.
Put Date	As specified in the relevant Key Information Document.
Put Price	As specified in the relevant Key Information Document.
Call Date	As specified in the relevant Key Information Document.
Call Price	As specified in the relevant Key Information Document.
Put Notification Time (Timelines by which the investor need to intimate Issuer before exercising the put)	As specified in the relevant Key Information Document.
Call Notification Time (Timelines by which the Issuer need to intimate investor before exercising the call)	As specified in the relevant Key Information Document.
Face Value	As specified in the relevant Key Information Document.
Minimum Application and in multiples of thereafter	As specified in the relevant Key Information Document.
Issue Timing 1) Issue Opening Date 2) Issue Closing Date 3) Date of earliest closing of the Issue, if any 4) Pay-in Date 5) Deemed Date of Allotment	As specified in the relevant Key Information Document.
Settlement mode of the Instrument	As specified in the relevant Key Information Document.
Depositories	NSDL and CDSL
Disclosure of Interest / Dividend / Redemption Dates	As specified in the relevant Key Information Document.
Record Date	As specified in the relevant Key Information Document.
All covenants of the issue (including side letters, accelerated payment clause, etc.)	**Representations and Warranties** As shall be more particularly set out in the respective Key Information Document. **Affirmative Covenants**

	As shall be more particularly set out in the respective Key Information Document. **Negative Covenants** As shall be more particularly set out in the respective Key Information Document. **Reporting Covenants** As shall be more particularly set out in the respective Key Information Document. **Financial Covenants** As shall be more particularly set out in the respective 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 rate as specified in the Trust Deed and disclosed in the General Information Document.	As specified in the relevant Key Information Document.
Transaction Documents	As specified in the relevant Key Information Document.
Conditions Precedent to Disbursement	As specified in the relevant Key Information Document.
Conditions Subsequent to Disbursement	As specified in the relevant Key Information Document.
Events of Default (including manner Of voting /conditions of joining Inter Creditor Agreement)	As shall be more particularly set out in the respective Key Information Document.
Creation of recovery expense fund	Details and purpose of the recovery expense fund (a) The Issuer shall create and maintain the Recovery Expense Fund up to the amounts prescribed under the SEBI Debenture Trustees Circular, in accordance with and within the timelines prescribed in the Chapter IV of the SEBI Debenture Trustees Circular. The Issuer proposing to list debt securities shall deposit an amount equal to 0.01% of the Tranche/Issuance issue size of the Secured Debentures subject to maximum of INR 25,00,000/- (Indian Rupees Twenty-Five Lakhs only) per issuer towards the recovery expense fund with the 'Designated Stock Exchange', pursuant to the SEBI Debenture Trustees

	Circular, as may be amended from time to time. (b) 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. (c) 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. (d) 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 SEBI Debenture Trustees Circular and the SEBI circular '*Modifications to Chapter IV of the Master Circular for Debenture Trustees dated August 13, 2025*' and any amendments from time to time, for utilisation of the Recovery Expense Fund.
Conditions for breach of covenants (as Specified in the relevant Tranche/Issuance Debenture Trust Deed)	As shall be more particularly set out in the respective Key Information Document.
Provisions related to Cross Default Clause	As specified in the relevant Key Information Document.
Role and Responsibilities of Debenture Trustee	(a) As specified in the relevant Key Information Document.
Risk factors pertaining to the issue	Please refer to Section 3 (*Risk Factors*) of this General Information Document
Governing Law	As specified in the relevant Key Information Document.
Additional Disclosures (Security Creation)	As specified in the relevant Key Information Document.
Additional Disclosures (Default in Payment)	As specified in the relevant Key Information Document.
Additional Disclosures (Delay in Listing)	(i) In accordance with the Securities and Exchange Board of India (Issue and Listing of Non-Convertible Securities) Regulations, 2021 as amended from time to time, read together with the requirements in respect of the timelines for listing of debt securities issued on a private placement basis prescribed in Chapter VII (*Standardization of timelines for listing of securities issued on a private placement basis*) of the SEBI circular no. SEBI/HO/DDHS/DDHS-PoD/P/CIR/2025/0000000137 dated August 13, 2025 on "*Master Circular for issue and*

	listing of Non-convertible Securities, Securitised Debt Instruments, Security Receipts, Municipal Debt Securities and Commercial Paper" (as amended and modified from time to time), the Issuer confirms that In the event there is any delay in listing of the Non-Convertible Securities beyond the Listing Period, 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 the Non-Convertible Securities until the listing of the Non-Convertible Securities is completed.

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 Secured Debentures are secured to the tune of at least 100% (One Hundred percent) of the principal and interest amount or as per the terms of General 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 the relevant 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 the relevant Key Information Document.

5. 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.

6. 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.

7. **Future Borrowings**

   As specified in the relevant Key Information Document.

SECTION 6: DISCLOSURES PERTAINING TO WILFUL DEFAULT

The following disclosures shall be made if the issuer or its promoter or director is declared willful defaulter:

(a) Name of the bank declaring the entity as a Wilful Defaulter: NIL

(b) The year in which the entity is declared as a Wilful Defaulter: NA

(c) Outstanding amount when the entity is declared as a Wilful Defaulter: NA

(d) Name of the entity declared as a Wilful Defaulter: NA

(e) Steps taken, if any, for the removal from the list of wilful defaulters: NA

(f) Other disclosures, as deemed fit by the Issuer in order to enable investors to take informed decisions: NA

(g) Any other disclosure as specified by SEBI: NA

SECTION 6A: DISCLOSURES IN RESPECT OF COMMERCIAL PAPERS

6A.1 **Certain confirmations in respect of commercial papers:**

For the purposes of Chapter VI of the NCS Listing Regulations and Regulation 51 of the NCS Listing Regulations, the Issuer confirms:

a. that the General Information Document applies for the issuance of CPs;
b. for each issuance of CPs, if so required, it will issue a key information document or such other disclosure document as may be required/prescribed with such disclosures as may be specified by the Securities and Exchange Board of India;
c. the Issuer has obtained Securities and Exchange Board of India Complaints Redress System (SCORES) authentication, and will use such authentication for the issuance and listing of CPs; and
d. in respect of every issuance of CPs, it shall pay the fees specified in Schedule VI of the NCS Listing Regulations prior to the listing of the CPs.

6A.2 **Additional disclosures in respect of each tranche of Commercial Papers (CPs)**

a) **Details of current tranche including ISIN, amount, date of issue, maturity, all credit ratings including unaccepted ratings, date of rating, name of credit rating agency, its validity period, declaration that the rating is valid as at the date of issuance and listing, details of issuing and paying agent and other conditions, if any.**

To be set out in the key information document/letter of offer/prescribed disclosure document for the relevant issuance of CPs.

b) **Commercial Paper borrowing limit, supporting board resolution for Commercial Paper borrowing, details of Commercial Paper issued during the last 2 years.**

To be set out in the key information document/letter of offer/prescribed disclosure document for the relevant issuance of CPs.

c) **End-use of funds.**

To be set out in the key information document/letter of offer/prescribed disclosure document for the relevant issuance of CPs.

d) Credit Support/enhancement (if any)

i. Details of instrument, amount, guarantor company
ii. Copy of the executed guarantee
iii. Net worth of the guarantor company
iv. Names of companies to which guarantor has issued similar guarantee
v. Extent of the guarantee offered by the guarantor company
vi. **Conditions under which the guarantee will be invoked**

To be set out in the key information document/letter of offer/prescribed disclosure document for the relevant issuance of CPs.

SECTION 7: KEY TERMS OF THE ISSUE

7.1 Representations and Warranties of the Issuer

As specified in the relevant Key Information Document.

7.2 COVENANTS OF THE ISSUER:

(a) **AFFIRMATIVE COVENANTS**

As specified in the relevant Key Information Document.

(b) **NEGATIVE COVENANTS**

As specified in the relevant Key Information Document.

(c) **REPORTING COVENANTS**

As specified in the relevant Key Information Document.

(d) **FINANCIAL COVENANTS**

As specified in the relevant Key Information Document.

7.3 EVENTS OF DEFAULT
As specified in the relevant Key Information Document.

7.4 CONSEQUENCES OF AN EVENTS OF DEFAULT AND REMEDIES
As specified in the relevant Key Information Document.

SECTION 8: OTHER INFORMATION AND APPLICATION PROCESS

The Non-Convertible Securities being offered as part of the Issue are subject to the provisions of the Act, the Memorandum and Articles of Association of the Issuer, the terms of this General Information Document, Application Form and other terms and conditions as may be incorporated in the Transaction Documents.

8.1 Mode of Transfer/Transmission of Debentures

The Debentures shall be transferable freely; however, it is clarified that no Investor shall be entitled to transfer the Debentures to a person who is not entitled to subscribe to the Debentures. The Debenture(s) shall be transferred and/or transmitted in accordance with the applicable provisions of the Act and other applicable laws. The Debentures held in dematerialized form shall be transferred subject to and in accordance with the rules/procedures as prescribed by NSDL and CDSL and the relevant DPs of the transferor or transferee and any other applicable laws and rules notified in respect thereof. The transferee(s) should ensure that the transfer formalities are completed prior to the Record Date. In the absence of the same, amounts due will be paid/redemption will be made to the person, whose name appears in the Register of Debenture Holders maintained by the R&T Agent as on the Record Date, under all circumstances. In cases where the transfer formalities have not been completed by the transferor, claims, if any, by the transferees would need to be settled with the transferor(s) and not with the Issuer. The normal procedure followed for transfer of securities held in dematerialized form shall be followed for transfer of these Debentures held in dematerialised form. The seller should give delivery instructions containing details of the buyer's DP account to his DP.

8.2 Non-Convertible Securities held in Dematerialised Form

The Non-Convertible Securities shall be held in dematerialised form and no action is required on the part of the Non-Convertible Securities Holder(s) for redemption purposes and the redemption proceeds will be paid by cheque/EFT/RTGS to those Debenture Holder(s) whose names appear on the list of beneficiaries maintained by the R&T Agent. The names would be as per the R&T Agent's records on the Record Date fixed for the purpose of redemption. All such Non-Convertible Securities will be simultaneously redeemed through appropriate debit corporate action.

The list of beneficiaries as of the relevant Record Date setting out the relevant beneficiaries' name and account number, address, bank details and DP's identification number will be given by the R&T Agent to the Issuer. If permitted, the Issuer may transfer payments required to be made in any relation by EFT/RTGS to the bank account of the Debenture Holder(s) for redemption payments.

8.3 Sharing of Information

The Issuer may, at its option, but subject to applicable laws, use on its own, as well as exchange, share or part with any financial or other information about the Debenture Holder(s) available with the Issuer, with its subsidiaries and affiliates and other banks, financial institutions, credit bureaus, agencies, statutory bodies, as may be required and neither the Issuer nor its subsidiaries and affiliates nor their agents shall be liable for use of the aforesaid information.

8.4 Non-Convertible Securities Holder not a Shareholder

The Debenture Holder(s) shall not be entitled to any right and privileges of shareholders other than those available to them under the Act. The Non-Convertible Securities shall not confer upon the Debenture Holders the right to receive notice(s) or to attend and to vote at any general meeting(s) of the shareholders of the Issuer.

8.5 Modification of Non-Convertible Securities

The Debenture Trustee and the Issuer will agree to make any modifications in the General Information Document which, in the opinion of the Debenture Trustee, is of a formal, minor or technical nature or is to correct a manifest error.

Any other change or modification to the terms of the Non-Convertible Securities shall require approval by the Majority Debenture Holders.

8.6 Right to accept or reject Applications

The Board of Directors/Committee of Directors reserves its full, unqualified and absolute right to accept or reject any application for subscription to the Non-Convertible Securities, in part or in full, without assigning any reason thereof.

8.7 Notices

Any notice in respect of the Non-Convertible Securities may be served by the Issuer upon the Debenture Trustee/Debenture Holders in accordance with the terms of the Transaction Documents.

8.8 Issue Procedure

Only Eligible Investors as given hereunder may apply for the Non-Convertible Securities by completing the Application Form in the prescribed format in block letters in English as per the instructions contained therein. The minimum number of Non-Convertible Securities that can be applied for and the multiples thereof shall be set out in the Application Form. No application can be made for a fraction of a Debenture. Application Forms should be duly completed in all respects and applications not completed in the said manner are liable to be rejected. The name of the applicant's bank, type of account and account number must be duly completed by the applicant. This is required for the applicant's own safety and these details will be printed on the refund orders and /or redemptions warrants.

8.9 Application Procedure through EBP Bid Process as per EBP Guidelines:

a. In order to be able to bid under the BSE EBP Platform, Eligible Investors must have provided the requisite documents (including but not limited to know your customer) in accordance with the EBP Guidelines or applicable law. The Company is entitled at any time to require an Eligible Investor to provide any know your customer or other documents as may be required to be maintained by it or delivered to a third party by it in accordance with applicable laws.

   All Eligible Investors are required to register themselves as a one-time exercise (if not already registered) with the BSE EBP Platform for participating in electronic book building mechanism.

   Eligible Investors should refer the operating guidelines for issuance of debt securities on private placement basis through an electronic book mechanism as available on the website of BSE.

   Eligible Investors will also have to complete the mandatory know your customer verification process. Eligible Investors should refer to the EBP Guidelines in this respect.

   The details of the Issue shall be entered on the BSE EBP Platform by the Company at least 2 (two) Business Days prior to the Issue Opening Date, in accordance with the EBP Guidelines.

b. The Issue will be open for bidding for the duration of the bidding window that would be communicated through the Issuer's bidding announcement on the BSE EBP Platform, at least 1 (one) Business Day before the start of the Issue Opening Date.

   Some of the key guidelines in terms of the current EBP Guidelines on issuance of securities on private placement basis through an EBP mechanism, are as follows:

a) Modification of Bid: Eligible Investors may note that modification of bid is allowed during the bidding period or window. However, in the last 10 minutes of the bidding period or window, revision of bid is only allowed for upward revision of the bid amount placed or to improve the coupon or yield by the Eligible Investor.
b) Cancellation of Bid: Eligible Investors may note that cancellation of bid is allowed during the bidding period or window. However, in the last 10 minutes of the bidding period or window, no cancellation of bids is permitted.
c) Multiple Bids: Bidders are permitted to place multiple bids on the BSE EBP Platform in line with the BSE EBP Guidelines and the EBP Guidelines.
d) Manner of bidding: The Issue will be through closed bidding on the BSE EBP platform in line with the BSE EBP Guidelines and the EBP Guidelines.
e) Manner of allotment: The allotment will be done on uniform yield basis in line with the BSE EBP Guidelines and the EBP Guidelines.
f) Manner of settlement: Settlement of the Issue will be done through online transfer and the account details are given in the section on Payment Mechanism of this General Information Document.
g) Settlement cycle: The process of pay-in of funds by investors and pay-out to Company will be done on T+2 trading day, where T is the Issue Closing Date.

Offer or Issue of executed offer letters cum application forms to successful Eligible Investors. The offer letters cum application forms along with the Application Form will be issued to the successful Eligible Investors, who are required to complete and submit the Application form to the Company in order to accept the offer of Debentures.

No person other than the successful Eligible Investors to whom the offer letters cum application forms has been issued by the Company may apply for the issue through the offer letters cum application forms received from a person other than those specifically addressed will be invalid. However, Eligible Investors should refer to the EBP Guidelines as prevailing on the date of the bid.

The final subscription to the Non-Convertible Securities shall be made by the Eligible Investors through the electronic book mechanism as prescribed by SEBI under the EBP Guidelines by placing bids on the electronic book platform during the Issue period. In case the Eligible Investors are not registered on the EBP Platform, they will have to register themselves as investor on the said platform (as a one-time exercise) and also complete the mandatory KYC verification process. The Eligible Investors should also refer to the operational guidelines of the EBP in this respect. The disclosures required pursuant to the EBP Guidelines are set out hereinbelow:

Details of size of issue including green shoe option, if any and a range within which green shoe may be retained (if applicable)	Base Issue Size - As specified in the relevant Key Information Document. Green shoe option – As specified in the relevant Key Information Document.
Anchor Portion Details	As per respective Key Information Document
Interest rate parameter	As per respective Key Information Document
Bid opening and closing date	Bid opening date: As specified in the relevant Key Information Document. Bid closing date: As specified in the relevant Key Information Document.
Minimum Bid Lot	100 (One Hundred) Debentures (aggregating to INR 1,00,00,000 (Indian Rupees One Crore), and 1 (one) Debenture thereafter
Manner of allotment in the Issue	Uniform Yield Allotment
Manner of settlement in the Issue	Pay-in of funds through ICCL. The pay-in of the Application Money for the Debentures

	shall be made by way of transfer of funds from the bank account(s) of the Eligible Investors (whose bids have been accepted) as registered with the Electronic Book Provider into the account of the ICCL, as specified in this regard below.
Settlement Cycle & Deemed Date of Allotment	T+1 (T being the day of bidding as per working day convention of recognized stock exchanges) Settlement of the Issue will be as per respective Key Information Document

8.10 Process flow of settlement:

The Eligible Investors whose bids have been accepted by the Issuer and to whom a signed copy of this General Information Document along with the PPOA have been issued by the Issuer and who have submitted/shall submit the Application Form ("**Successful Bidders**"), shall make the payments in respect of the Application Money in respect of the Debentures towards the allocation made to them, into the bank account of the ICCL, the details of which are as set out below:

Name of Bank	As per the respective Key Information Document
IFSC Code	As per the respective Key Information Document
Account number	As per the respective Key Information Document
Name of beneficiary	As per the respective Key Information Document

The pay-in of the Application Money by the Successful Bidders will be made only from the bank account(s), which have been provided / updated by them in the EBP system. Any amount received from third party accounts or from accounts not specified in the EBP system will be refunded and no allotment will be made against such payments. Upon the transfer of funds into the aforesaid account of ICCL and the Issuer confirming its decision to proceed with the allotment of the Debentures in favour of the Successful Bidders to the ICCL, the R&T Agent and the EBP and initiating the requisite corporate action for allotment of Debentures and credit of the demat letter of allotment into the relevant demat account of the Successful Bidders through the R&T Agent, the R&T Agent shall provide corporate action file along with all requisite documents to the relevant Depositories by 12:00 hours and also intimate the EBP of the aforesaid actions. Upon the Depositories confirming the allotment of the Debentures and the credit of the Debentures into the demat account of the Successful Bidders to EBP, the subscription monies in respect of the Debentures from the aforesaid account of ICCL shall be released into the Issuer's bank account, the details of which are as set out below:

Beneficiary Name:	As per the respective Key Information Document
Bank Account No.	As per the respective Key Information Document
SWIFT CODE:	As per the respective Key Information Document
IFSC CODE:	As per the respective Key Information Document
Bank Name	As per the respective Key Information Document
Branch Address:	As per the respective Key Information Document

It must be noted that all funds pay-in obligations need to be fulfilled in totality. Partial fund receipt against any given obligation will be treated as a default and debarment penalties will be applicable as specified by the EBP Requirements and other Applicable Law.

Basis of Allocation or Allotment: Allocation shall be made as approved by the Company in accordance with applicable NCS Listing Regulations, Operations Guidelines, and applicable laws. Post completion of bidding process, the Company will upload the provisional allocation on the BSE EBP Platform. Post receipt of details of the successful Eligible Investors, the Company will upload the final allocation file on the BSE EBP Platform.

Payment Mechanism: Payment of subscription money for the Debentures should be made by the successful Eligible Investor as notified by the Company. Successful Eligible Investors should do the funds pay-in to the account.

Successful Eligible Investors should ensure to make payment of the subscription amount for the Debentures from their same bank account which is updated by them in the BSE EBP Platform while placing the bids. In case of mismatch in the bank account details between BSE EBP Platform and the bank account from which payment is done by the successful bidder, the payment would be returned.

Note: In case of failure of any successful bidders to complete the subscription amount payments by the Pay-in Time or the funds are not received in the Designated Bank Account by the Pay-in Time for any reason whatsoever, the bid will be liable to be rejected and the Company shall not be liable to issue the Debentures to such successful bidders.

Settlement Process: Upon final allocation by the Issuer, the Company or the Registrar and Transfer Agent on behalf of the Company shall instruct the Depositories on the Pay-in Date, and the Depositories shall accordingly credit the allocated Debentures to the demat account of the successful Eligible Investor. The Company shall give the instruction to the Registrar and Transfer Agent for crediting the Debentures by 12:00 noon on the Pay-In Date. The Registrar shall provide corporate action file along with all requisite documents to Depositories by 12:00 noon on the Pay-In Date. On the Pay-In Date, the Depositories shall confirm to effect the transfer of Debentures in the demat account(s) of the successful Eligible Investors post-allocation disclosures by the EBP. Upon final allocation by the Issuer, the Company shall disclose the Issue Size, coupon rate, ISIN, number of successful bidders, category of the successful bidder(s), etc., in accordance with the EBP Guidelines.

The EBP shall upload such data, as provided by the Issuer, on its website to make it available to the public. Deemed Date of Allotment Interest on Debentures shall accrue to the Debenture Holder(s) from and including the Deemed Date of Allotment. All benefits relating to the Debentures will be available to the investor(s) from the Deemed Date of Allotment. The actual allotment of Debentures may take place on a date other than the Deemed Date of Allotment. The Company reserves the right to modify allotment date or Deemed Date of Allotment at its sole and absolute discretion without any notice. In case if the issue closing date is changed, the Deemed Date of Allotment may also be changed by the Company at its sole and absolute discretion.

Withdrawal of Issue: The Company may, at its discretion, withdraw the issue process on the conditions set out under the EBP Guidelines. Provided that the Company shall accept or withdraw the issue on the BSE EBP Platform within 1 (one) hour of the closing of the bidding window, and not later than 6 pm on the Issue Closing Date. However, Eligible Investors should refer to the EBP Guidelines as prevailing on the date of the bid. If the Company has withdrawn the Issue, and the cutoff yield of the Issue is higher that the estimated cutoff yield disclosed to the BSE EBP Platform, the estimated cut off yield shall be mandatorily disclosed by the BSE EBP Platform to the Eligible Investors. The expression 'estimated cut off yield' means yield so estimated by the Company, prior to opening of issue on the BSE EBP Platform. The disclosure of estimated cut off yield by BSE EBP Platform to the Eligible Investors, pursuant to closure of the issue, shall be at the discretion of the Company.

8.11 Application Procedure

Potential Investors will be invited to subscribe by way of the Application Form prescribed in the General Information Document during the period between the Issue Opening Date and the Issue Closing Date (both dates inclusive). The Issuer reserves the right to change the issue schedule including the Deemed Date of Allotment at its sole discretion, without giving any reasons. The Issue will be open for subscription during the banking hours on each day during the period covered by the Issue Schedule, and the procedure will be subject to the EBP Guidelines.

8.12 Fictitious Applications

All fictitious applications will be rejected.

8.13 Basis of Allotment

Notwithstanding anything stated elsewhere, the Issuer reserves the right to accept or reject any application, in part or in full, without assigning any reason. In case of over subscription, allotment shall be made on a "price time priority basis" in accordance with the EBP Guidelines. The investors will be required to remit the funds in the account of the ICCL as well as submit the duly completed Application Form along with other necessary documents to the Issuer by the Deemed Date of Allotment.

8.14 Payment Instructions for Non-EBP

Upon receipt of intimation of allotment, Application Form along either demand draft(s) or cheque(s) drawn or made payable in favour of the Issuer or otherwise as may be set out in the Application Form and crossed “Account Payee Only”. Applicants can alternatively, remit the application amount through RTGS on the below mentioned bank. The RTGS details of the Issuer are as under:

Bank Name and Address	As per the respective Key Information Document
IFSC Code	As per the respective Key Information Document
Bank Account No:	As per the respective Key Information Document
Type of Account	As per the respective Key Information Document

8.15 Eligible Investors

As specified in the relevant Key Information Document.

8.16 Procedure for Applying for Dematerialised Facility

(a) The applicant must have at least one beneficiary account with any of the DP’s of NSDL and CDSL prior to making the application.

(b) The applicant must necessarily fill in the details (including the beneficiary account number and DP - ID) appearing in the Application Form under the heading “Details for Issue of Non-Convertible Securities in Electronic/Dematerialised Form”.

(c) Non-Convertible Securities allotted to an applicant will be credited to the applicant’s respective beneficiary account(s) with the DP.

(d) For subscribing to the Non-Convertible Securities, names in the Application Form should be identical to those appearing in the details in the Depository. In case of joint holders, the names should necessarily be in the same sequence as they appear in the account details maintained with the DP.

(e) Non-transferable allotment advice/refund orders will be directly sent to the applicant by the Registrar and Transfer Agent to the Issue.

(f) If incomplete/incorrect details are given under the heading “Details for Issue of Non-Convertible Securities in Electronic/Dematerialised Form” in the Application Form, it will be deemed to be an incomplete application and the same may be held liable for rejection at the sole discretion of the Issuer.

(g) For allotment of Non-Convertible Securities, the address, nomination details and other details of the applicant as registered with his/her DP shall be used for all correspondence with the applicant. The applicant is therefore responsible for the correctness of his/her demographic details given in the Application Form vis-a-vis those with his/her DP. In case the information is incorrect or insufficient, the Issuer would not be liable for the losses, if any.

(h) The redemption amount or other benefits would be paid to those Debenture Holders whose names appear on the list of beneficial owners maintained by the R&T Agent as on the Record Date. In case of those Non-Convertible Securities for which the beneficial owner is not identified in the records of the R&T Agent as on the Record Date, the Issuer would keep in abeyance the payment of the redemption amount or other benefits, until such time that the beneficial owner is identified by the R&T Agent and conveyed to the Issuer, whereupon the redemption amount and benefits will be paid to the beneficiaries, as identified.

8.17 Depository Arrangements

The Issuer shall make necessary arrangement with CDSL and NSDL for issue and holding of Debenture in dematerialised form.

8.18 List of Beneficiaries

The Issuer shall request the R&T Agent to provide a list of beneficiaries as at the end of each Record Date. This shall be the list, which will be used for payment or repayment of redemption monies.

8.19 Application under Power of Attorney

A certified true copy of the power of attorney or the relevant authority as the case may be along with the names and specimen signature(s) of all the authorized signatories of the Investor and the tax exemption certificate/document of the Investor, if any, must be lodged along with the submission of the completed Application Form. Further modifications/additions in the power of attorney or authority should be notified to the Issuer or to its agents or to such other person(s) at such other address(es) as may be specified by the Issuer from time to time through a suitable communication.

In case of an application made by companies under a power of attorney or resolution or authority, a certified true copy thereof along with memorandum and articles of association and/or bye-laws along with other constitutional documents must be attached to the Application Form at the time of making the application, failing which, the Issuer reserves the full, unqualified and absolute right to accept or reject any application in whole or in part and in either case without assigning any reason thereto. Names and specimen signatures of all the authorized signatories must also be lodged along with the submission of the completed Application Form.

8.20 Procedure for application by Mutual Funds and Multiple Applications

In case of applications by mutual funds and venture capital funds, a separate application must be made in respect of each scheme of an Indian mutual fund/venture capital fund registered with the SEBI and such applications will not be treated as multiple application, provided that the application made by the asset management company/trustee/custodian clearly indicated their intention as to the scheme for which the application has been made.

The Application Forms duly filled shall clearly indicate the name of the concerned scheme for which application is being made and must be accompanied by certified true copies of:

(a) SEBI registration certificate

(b) Resolution authorizing investment and containing operating instructions

(c) Specimen signature of authorized signatories

8.21 Documents to be provided by Investors

Investors need to submit the following documents, as applicable:

(a) Memorandum and Articles of Association or other constitutional documents

(b) Resolution authorising investment

(c) Certified true copy of the Power of Attorney to custodian

(d) Specimen signatures of the authorised signatories

(e) SEBI registration certificate (for Mutual Funds)

(f) Copy of PAN card

(g) Application Form (including EFT/RTGS details)

8.22 Applications to be accompanied with Bank Account Details

Every application shall be required to be accompanied by the bank account details of the applicant and the magnetic ink character reader code of the bank for the purpose of availing direct credit of redemption amount and all other amounts payable to the Debenture Holder(s) through cheque/EFT/RTGS.

8.23 Succession

In the event of winding up of a Debenture Holder (being a company), the Issuer will recognise the legal representative as having title to the Debenture(s). The Issuer shall not be bound to recognize such legal representative as having title to the Debenture(s), unless they obtain legal representation, from a court in India having jurisdiction over the matter.

The Issuer may, in its absolute discretion, where it thinks fit, dispense with production of such legal representation, in order to recognise any person as being entitled to the Debenture(s) standing in the name of the concerned Debenture Holder on the production of sufficient documentary proof and an indemnity.

8.24 Mode of Payment

All payments must be made through cheque(s) demand draft(s), EFT/RTGS as set out in the Application Form.

8.25 Effect of Holidays

(a) 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.

(b) 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.

(c) If the Final Redemption Date 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 preceding Business Day.

8.26 Tax Deduction at Source

(a) All payments to be made by the Company to the Debenture Holders under the Transaction Documents shall be made free and clear of and without any Tax Deduction unless the Company is required to make a Tax Deduction pursuant to Applicable Law.

(b) The Company shall promptly upon becoming aware that it must make a Tax Deduction (or that there is any change in the rate or the basis of a Tax Deduction) notify the Debenture Trustee accordingly.

(c) If the Company is required to make a Tax Deduction, it shall make that Tax Deduction and any payment required in connection with that Tax Deduction within the time allowed and in the minimum amount required by Applicable Law.

(d) Within the earlier of (A) 60 (sixty) days of making either a Tax Deduction or any payment required in connection with that Tax Deduction or (B) 60 (sixty) days of each Due Date, the Company shall deliver to the Debenture Trustee evidence reasonably satisfactory to the Debenture Trustee that the Tax Deduction has been made or (as applicable) any appropriate payment paid to the relevant taxing authority.

8.27 Letters of Allotment

In accordance with the Securities and Exchange Board of India (Issue and Listing of Non-Convertible Securities) Regulations, 2021 as amended from time to time, read together with the requirements in respect of the timelines for listing of debt securities issued on a private placement basis prescribed in Chapter VII (*Standardization of timelines for listing of securities issued on a private placement basis*) of the SEBI circular no. SEBI/HO/DDHS/DDHS-PoD/P/CIR/2025/0000000137 dated August 13, 2025 on "*Master Circular for issue and listing of Non-convertible Securities, Securitised Debt Instruments, Security Receipts, Municipal Debt Securities and Commercial Paper*" (as amended and modified from time to time), the Issuer shall ensure that the Non-Convertible Securities are credited into the demat accounts of the Debenture Holders of the Non-Convertible Securities within 2 (two) Business Days from the Deemed Date of Allotment.

8.28 Deemed Date of Allotment

As specified in the relevant Key Information Document.

8.29 Record Date

As specified in the relevant Key Information Document.

8.30 Refunds

For applicants whose applications have been rejected or allotted in part, refund orders will be dispatched within 7 (seven) days from the Deemed Date of Allotment of the Debentures.

In case the Issuer has received money from applicants for Debentures in excess of the aggregate of the application money relating to the Debentures in respect of which allotments have been made, the R&T Agent shall upon receiving instructions in relation to the same from the Issuer repay the moneys to the extent of such excess, if any.

8.31 Interest on Application Monies

Not applicable

8.32 Pan Number

Every applicant should mention its Permanent Account Number ("**PAN**") allotted under Income Tax Act, 1961, on the Application Form and attach a self-attested copy as evidence. Application forms without PAN will be considered incomplete and are liable to be rejected.

8.33 Redemption

The face value of the Debentures shall be redeemed at par, on the Redemption Date. The Debentures will not carry any obligation, for interest or otherwise, after the Redemption Date. The Debentures shall be taken as discharged on payment of the Redemption Amount by the Issuer on the Final Redemption Date to the registered Debenture Holders whose name appear in the Debenture Register on the Record Date. Such payment will be a legal discharge of the liability of the Issuer towards the Debenture Holders.

8.34 Payment on Redemption

Payment on redemption will be made by way of cheque(s)/redemption warrant(s)/demand draft(s)/credit through RTGS system/funds transfer in the name of the Debenture Holder(s) whose names appear on the list of beneficial owners given by the Depository to the Issuer as on the Record Date.

The Debentures shall be taken as discharged on payment of the redemption amount by the Issuer on maturity to the registered Debenture Holder(s) whose name appears in the Register of Debenture Holder(s) on the Record Date. On such payment being made, the Issuer will inform NSDL and CDSL and accordingly the account of the Debenture Holder(s) with NSDL and CDSL will be adjusted.

On the Issuer dispatching the amount as specified above in respect of the Debentures, the liability of the Issuer shall stand extinguished.

8.35 Payment of Coupon

Payment of Coupon on the Debenture(s) will be made on Coupon Payment Dates as specified in this General Information Document to those Debenture Holders whose name(s) appear in the Register of Debenture Holder(s) (or to the first holder in case of joint holders) as on the relevant Record Date fixed by the Issuer for this purpose and /or as per the list provided by the Depository to the Issuer of the beneficiaries who hold Debentures in demat form on such Record Date, and are eligible to receive Coupon. Payment will be made by the Issuer after verifying the bank details of the Debenture Holders, by way of direct credit through Electronic Clearing Service ("**ECS**"), Real Time Gross Settlement ("**RTGS**") or National Electronic Funds Transfer ("**NEFT**").

In the event of any default in the payment of Coupon and/or in the redemption of the Debentures on the respective Payment Dates and all other monies payable pursuant to the Transaction Documents read with this General Information Document, the Issuer shall pay to the Debenture Holders, default interest at the rate specified in **Section VI** (*Summary Term Sheet*) for the default in payment of Coupon, and/or Redemption Amount till the dues are cleared.

8.36 Eligibility to come out with the Issue

The Issuer or the Person in control of the Issuer, or its promoter, has not been restrained or prohibited any Governmental Authority from accessing the securities market or dealing in securities and such direction or order is in force.

8.37 Registration and Government approvals

The Issuer can undertake the activities proposed by it in view of the present approvals and no further approval from any Governmental Authority(ies) is required by it to undertake the proposed activities save and except those approvals which may be required to be taken in the normal course of business from time to time.

8.38 Authority for the Issue

This present private placement of Debentures is being made pursuant to the resolution passed by the Management committee of board of directors of the Company at its meeting held on February 20, 2026 and shareholders of the Company at its meeting held on September 30, 2025. A copy of the board resolution and shareholders resolution is attached hereto as **Annexure VIII** and **Annexure IX** respectively**.**

8.39 Date of Allotment

All benefits relating to Debentures will be available to the Investors from the Deemed Date of Allotment. The actual allotment of Debentures may take place on a date other than the Deemed Date of Allotment. In case if the issue closing date of Debentures is changed (pre-poned/ postponed), the Deemed Date of Allotment of Debentures may also be changed (pre-poned/ postponed) by the Issuer at its sole and absolute discretion.

Disclaimer: Please note that only those persons to whom this General Information Document has been specifically addressed are eligible to apply. However, an application, even if complete in all respects, is liable to be rejected without assigning any reason for the same. The list of documents provided above is only indicative, and an investor is required to provide all those documents / authorizations / information, which are likely to be required by the Issuer. The Issuer may, but is not bound to, revert to any investor for any additional documents / information, and can accept or reject an application as it deems fit. Provisions in respect of investment by investors falling in the categories mentioned above are merely indicative and the Issuer does not warrant that they are permitted to invest as per extant laws, regulations, etc. Each of the above categories of investors is required to check and comply with extant rules/regulations/ guidelines, etc. governing or regulating their investments as applicable to them and the Issuer is not, in any way, directly or indirectly, responsible for any statutory or regulatory breaches by any investor, neither is the Issuer required to check or confirm the same.

8.40 Governing law

The Debentures shall be construed to be governed in accordance with Indian Law.

The courts and tribunals as stated in the respective transaction documents and Key Information Document for specific Debenture issuance shall have exclusive jurisdiction in connection with any dispute arising out of or in connection with this Debentures. The Debenture Holders and the Debenture Trustee shall not be prevented from taking proceedings relating to a dispute in any other courts and tribunals with jurisdiction. To the extent allowed by applicable law, the Debenture Holders and the Debenture Trustee may take concurrent proceedings in any number of jurisdictions. Over and above the aforesaid Terms and Conditions, the said Debentures shall be subject to the Terms and Conditions to be incorporated in the Debentures to be issued to the Debenture Holders and the Debenture Trust Deed.

SECTION 9: UNDERTAKING

(1) **UNDERTAKINGS IN RELATION TO THE ISSUER BEING ELIGIBLE UNDER THE SEBI NCS REGULATIONS**

The Issuer hereby undertakes and confirms that the following (as set out in Regulation 5 of the SEBI NCS Regulations) are not applicable to the Issuer as on the date of this General Information Document:

(a) the Issuer, any of its promoters, promoter group or directors are debarred from accessing the securities market or dealing in securities by the Board;

(b) any of the promoters or directors of the Issuer is a promoter or director of another company which is debarred from accessing the securities market or dealing in securities by the Board;

(c) the Issuer or any of its promoters or directors is a wilful defaulter;

(d) any of the promoters or whole-time directors of the issuer is a promoter or whole-time director of another company which is a wilful defaulter;

(e) any of its promoters or directors is a fugitive economic offender; or

(f) any fine or penalties levied by the Board / Stock Exchanges is pending to be paid by the Issuer at the time of filing this General Information Document.

(2) **UNDERTAKING ON CREATION OF SECURITY PURSUANT TO REGULATION 48(2) OF THE SEBI NCS REGULATIONS**

The Issuer hereby undertakes that the assets on which the charge or security has been created to meet the hundred percent security cover or higher security cover is free from any encumbrances and in case the assets are encumbered, the permissions or consent to create any further charge on the assets has been obtained from the existing creditors to whom the assets are charged, prior to creation of the charge. - *Refer to the relevant Key Information Document*.

(3) **UNDERTAKING PURSUANT TO REGULATION 23(6) OF THE SEBI NCS REGULATIONS**

Issuer undertakes to amend/or has amended and incorporate provisions in their Articles of Association, authorizing the Debenture Holders and the Debenture Trustee to appoint a nominee director on the board of directors of the Company as per Clause 15 (1)(e) of the Securities and Exchange Board of India (Debenture Trustee) Regulations, 1993 and Rule 18(3) (e) of Companies (Share Capital and Debentures) Rules, 2014.

(4) **UNDERTAKING PURSUANT TO SCHEDULE I OF THE SEBI NCS REGULATIONS**

The Issuer undertakes and states as follows:

a. Prospective investors are advised to read the risk factors carefully before taking an investment decision in this Issue. For taking an investment decision, investors must rely on their own examination of the Issuer and the offer including the risks involved. The securities have not been recommended or approved by the any regulatory authority in India, including the Securities and Exchange Board of India (SEBI) nor does SEBI guarantee the accuracy or adequacy of this document. Specific attention of investors is invited to the statement of 'Risk factors' given on page number 19 under the section 'GENERAL RISKS AND RISKS IN RELATION TO THE NON-CONVERTIBLE SECURITIES;

b. the Issuer, having made all reasonable inquiries, accepts responsibility for, and confirms that this General Information Document contains all information with regard to the issuer and the issue, that the information contained in this General Information Document is true and correct in all material aspects and is not misleading in any material respect, that the opinions and intentions expressed herein are honestly held and that there are no other facts, the omission of which make this document as a whole or any of such information or the expression of any such opinions or intentions misleading in any material respect; and

c. the Issuer has no side letter with any debt securities holder except the one(s) disclosed in this General Information Document. Any covenants later added shall be disclosed on the stock exchange website where the debt is listed and shall be disclosed by the Company in the Transaction Documents.

d. The Issuer confirms that the Permanent Account Number, Aadhaar Number, Driving License Number, Bank Account Number(s), Passport Number and personal addresses of the promoters of the Issuer and Permanent Account Number of the directors of the Issuer have been submitted to the stock exchange(s) on which the non-convertible securities are proposed to be listed, at the time of filing of the General Information Document.

(5) **DISCLOSURES PURSUANT TO THE CHAPTER II OF SEBI DEBENTURE TRUSTEES CIRCULAR**

(a) **Details of assets, movable property and immovable property on which charge is proposed to be created**

Movable assets comprising receivables from loans provided by the Issuer.

(b) **Title deeds (original/ certified true copy by issuers/ certified true copy by existing charge holders, as available) or title reports issued by a legal counsel/ advocates, copies of the relevant agreements/ Memorandum of Understanding**

No title deeds are applicable or available for movable assets comprising receivables from loans provided by the Issuer over which security is proposed to be created by the Issuer. The details of the underlying loan agreements will be set out in the Deed of Hypothecation.

(c) **Copy of evidence of registration with Sub-registrar, Registrar of Companies, Central Registry of Securitization Asset Reconstruction and Security Interest (CERSAI) etc**

The details of the charge created over the movable assets comprising receivables from loans provided by the Issuer over which security is proposed to be created by the Issuer under the Deed of Hypothecation will be reported to the relevant registrar of companies and the Central Registry of Securitisation Asset Reconstruction and Security Interest (CERSAI) within the timelines prescribed under Applicable Law. As the charge is being created over movable assets, no filings are required to be made with any sub-registrar.

(d) **For unencumbered assets, an undertaking that the assets on which charge is proposed to be created are free from any encumbrances**

The Issuer hereby undertakes that the assets on which charge is proposed to be created as security for the Secured Debentures are free from any encumbrances.

(e) **In case of corporate guarantee or any other document/ letter with similar intent is offered as security or a part of security**:

(i) ***Details of guarantor viz. holding/ subsidiary/ associate company etc.***:

As set out in the respective Key Information Document

(ii) ***Audited financial statements (not older than 6 months from the date of debenture trustee agreement) of guarantor including details of all contingent liabilities***:

As set out in the respective Key Information Document

(iii) ***List of assets of the guarantor along-with undertakings/consent/NOC as per the Chapter II of SEBI Debenture Trustees Circular:***

As set out in the respective Key Information Document

(iv) ***Conditions of invocation of guarantee including details of put options or any other terms and conditions which may impact the security created***:

As set out in the respective Key Information Document

(v) ***Impact on the security in case of restructuring activity of the guarantor:***

As set out in the respective Key Information Document

(vi) ***Undertaking by the guarantor that the guarantee shall be disclosed as "contingent liability" in the "notes to accounts" of financial statement of the guarantor***:

As set out in the respective Key Information Document

(vii) ***Copy of Board resolution of the guarantor for the guarantee provided in respect of the debt securities of the Issuer***:

As set out in the respective Key Information Document

(viii) ***The Guarantor provides guarantees on a routine basis in the ordinary course of its business.***

As set out in the respective Key Information Document

(f) **In case securities (equity shares etc.) are being offered as security then a holding statement from the depository participant along-with an undertaking that these securities shall be pledged in favour of debenture trustee(s) in the depository system:** Not Applicable

(g) **Details of any other form of security being offered viz. Debt Service Reserve Account etc.:**

Not Applicable.

(h) **Any other information, documents or records required by debenture trustee with regard to creation of security and perfection of security:** Not applicable.

(i) **Declaration:** The Issuer declares that 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.

(j) **Terms and conditions of debenture trustee agreement including fees charged by debenture trustees(s):** Please refer consent letter of the Debenture Trustee for terms and conditions of the appointment of the Debenture Trustee and the Engagement Letter for fee of the Debenture Trustee.

(k) **Details of security to be created:** Please refer section named "Security (Including description, type of security, type of charge, likely date of creation of security, minimum security cover, revaluation, replacement of security)" in Section 5.34 (Issue Details).

(l) **Process of due diligence carried out by the debenture trustee:** The Debenture Trustee has carried out due diligence in accordance with the manner prescribed in the SEBI Debenture Trustees Circular. The due diligence broadly includes the following:

(i) A chartered accountant appointed by the Debenture Trustee will be conducting an independent due diligence as per scope provided by the Debenture Trustee and the information provided by the Issuer in respect of the security being provided by the Issuer in respect of the Secured Debentures.

(ii) The chartered accountant will verify and ensure that the assets provided by the Issuer for creation of security are free from any encumbrances or necessary permission or consent has been obtained from existing charge holders.

(iii) Periodical due diligence will be carried out by the Debenture Trustee in accordance with the SEBI Debenture Trustees Circular read along with the SEBI (Debenture Trustees) Regulations, 1993 and the relevant circulars issued by SEBI from (as amended from time to time) as per the nature of security provided by the Issuer in respect of the Secured Debentures.

(iv) The Debenture Trustee will issue such necessary certificate(s) in relation to the due diligence carried out by it and such certificate(s) will be available on Stock Exchanges from time to time for information of the Debenture Holders.

Even though the Secured Debentures are to be secured to the extent of at least 100% (One Hundred percent) of the principal and interest amount or as per the terms of this General Information Document, in favor of the Debenture Trustee, the recovery of 100% of the amount shall depend on the market scenario prevalent at the time of enforcement of the security.

Due diligence will be carried out for maintenance of the prescribed security cover depending on information provided by the Issuer and the chartered accountant appointed by the Debenture Trustee or the Debenture Trustee will not be responsible for misinformation provided by Issuer.

(m) **Due diligence certificate as per the format specified in Annexure A:** Enclosed in the respective Key Information Documents.

(n) **Due diligence certificate as per the format specified in Annexure II-A of the Chapter II of SEBI Debenture Trustees Circular:** Enclosed in the respective Key Information Documents.

(6) **OTHER UNDERTAKINGS**

The Issuer hereby confirms that:

(a) the Issuer is eligible and in compliance with Securities and Exchange Board of India (Issue and Listing of Non-Convertible Securities) Regulations, 2021, as amended from time to time, to make the private placement of debt instruments;

(b) (to the extent applicable) the Issuer or its promoters or whole-time directors are not in violation of the provisions of Regulation 24 of the SEBI Delisting Regulations, 2009;

(c) neither the Issuer nor any of its promoters or directors is a willful defaulter as defined under Regulation 2 (1) (ss) of the Securities and Exchange Board of India (Issue and Listing of Non-Convertible Securities) Regulations, 2021; and

(d) the Issuer, its promoters, its directors are not in violation of the restrictions imposed by SEBI under SEBI circular no. SEBI/HO/ MRD/DSA/CIR/P/2017/92 dated August 01, 2017.

For **IKF FINANCE LIMITED**

Vasumathi Koganti Digitally signed by Vasumathi Koganti Date: 2026.02.27 13:28:46 +05'30'

____

Authorised Signatory

Name: Vasumathi Devi Koganti

Title: Managing Director

Date: February 27, 2026

Serial No: 001
Addressed to: _________ (Name of the Debenture Holder(s))

SECTION 10: FORM NO. PAS-4

(Pursuant to Section 42 of the Companies Act, 2013 and Rule 14(3) of the Companies (Prospectus and Allotment of Securities) Rules, 2014)

Note: This Form No PAS-4 is prepared in accordance with the Companies (Prospectus and Allotment of Securities) Rules, 2014.

THIS GENERAL INFORMATION DOCUMENT IS IN RELATION TO THE ISSUE OF [SENIOR/ SUBORDINATED/ UNSUBORDINATED], [UNSECURED/ SECURED], LISTED, RATED, REDEEMABLE, [PRINCIPAL PROTECTED MARKET LINKED] NON-CONVERTIBLE DEBENTURES ("DEBENTURE(S)" OR "NCD(S)"), ISSUED IN ONE OR MORE TRANCHES, AT PAR/PREMIUM/DISCOUNT UNDER SAME ISIN OR DIFFERENT ISIN, BY WAY OF A PRIVATE PLACEMENT (THE "ISSUE"), BY IKF FINANCE LIMITED (THE "COMPANY" OR "ISSUER").

1. General Information:

(a) **Name, address, website, if any, and other contact details of the Company, indicating both registered office and the corporate office:**

Issuer / Company: IKF Finance Limited (the "**Issuer**" or "**Company**")

Registered Office: 40-1-144, 3rd Floor, Corporate –entre, M.G. Road, Vijayawada - 520010

Corporate Office: Plot Nos: 30/A, Survey No: 83/1, 11th Floor, Myhome Twitza, APIIC Hyderabad Knowledge City, Raidurg (Panmaqtha) Village, Serilingampally Mandal, Rangareddy District, Hyderabad- 500081, Telanagana

Telephone No.: **0866-2474644**

Website: www.ikffinance.com

Fax: NA

Contact Person: Ch Sreenivasa Rao

Email: sreenivas@ikffinfance.com

(b) **Date of Incorporation of the Company:**

May 30, 1991

(c) **Business carried on by the Company and its subsidiaries with the details of branches or units, if any;**

Please refer to paragraph 5.4(a) of the Section 5 of this General Information Document.

<u>Branch details:</u>

Please refer to paragraph 5.4 (b) of the Section 5 of this General Information Document.

Subsidiary details:

As of the date of this General Information Document, the Company does not have any subsidiaries.

(d) **Brief particulars of the management of the Company:**

Please refer to paragraph 5.4(a) of the Section 5 of this General Information Document.

(e) **Name, addresses, Director Identification Number (DIN) and occupations of the directors**:

Please refer to Section 5 of this General Information Document.

2. MANAGEMENT PERCEPTION OF RISK FACTORS:

Please refer to Section 3 of this General Information Document.

3. RISKS RELATED TO THE BUSINESS OF THE ISSUER

Please refer to Section 3 of this General Information Document.

4. Details of defaults, if any, including therein the amount involved, duration of default, and present status, in repayment of:

(i) Statutory Dues: Nil

(ii) Debentures and interest thereon: Nil

(iii) Deposits and interest thereon: Nil

(iv) Loan from any bank or financial institution and interest thereon: Nil

5. Name, designation, address and phone number, email ID of the nodal / compliance officer of the Company, if any, for the private placement offer process:

Name of Nodal/Compliance officer	Designation	Address	Phone No.	Email ID
Ch Sreenivasa Rao	Compliance Officer	40-1-144, Corporate Centre, M.G.Road, Vijayawada – 520010, Andhra Pradesh	0866- 2474644	sreenivas@ikffinfance.com

6. Any default in annual filing of the Company under the Companies Act, 2013 or the rules made thereunder:

Nil

7. Particulars of the Offer:

Financial position of the Company for the last 3 (three) financial years	Please refer to **CHAPTER A** below.
Date of passing of Board Resolution for the current issue of Debentures that forms the part of issuance under the General Information Document	Management Committee of Board resolution dated February 20, 2026

Date of passing of resolution in the general meeting, authorizing the offer of securities	Shareholders resolutions under Section 42 of the Companies Act, 2013 dated September 30, 2025
Kind of securities offered (i.e. whether share or debenture) and class of security; the total number of shares or other securities to be issued	Base Issue Size – As specified in the relevant Key Information Document. Green shoe option – As specified in the relevant Key Information Document.
Price at which the security is being offered, including premium if any, along with justification of the price	As specified in the relevant Key Information Document.
Name and address of the valuer who performed valuation of the security offered, and basis on which the price has been arrived at along with report of the registered valuer	As specified in the relevant Key Information Document.
Relevant date with reference to which the price has been arrived at (Relevant Date means a date at least 30 days prior to the date on which the general meeting of the Company is scheduled to be held)	As specified in the relevant Key Information Document.
The class or classes of persons to whom the allotment is proposed to be made	As specified in the relevant Key Information Document.
Intention of promoters, directors or key managerial personnel to subscribe to the offer (applicable in case they intend to subscribe to the offer) [Not required in case of issue of non-convertible debentures]	As specified in the relevant Key Information Document.
The proposed time within which the allotment shall be completed	As specified in the relevant Key Information Document.
The names of the proposed allottees and the percentage of post private placement capital that may be held by them [Not applicable in case of issue of non-convertible debentures]	As specified in the relevant Key Information Document.
The change in control, if any, in the company that would occur consequent to the private placement	As specified in the relevant Key Information Document.
The number of persons to whom allotment on preferential basis / private placement / rights issue has already been made during the year, in terms of securities as well as price	NIL
The justification for the allotment proposed to be made for consideration other than cash together with valuation report of the registered valuer	As specified in the relevant Key Information Document.
Amount, which the Company intends to raise by way of proposed offer of securities	As specified in the relevant Key Information Document.

Terms of raising of securities:	Duration, if applicable: As specified in the relevant Key Information Document. Rate of Interest or Coupon: As specified in the relevant Key Information Document. Mode of Payment: As specified in the relevant Key Information Document. Mode of Repayment: As specified in the relevant Key Information Document.
Proposed time schedule for which the Issue/Offer Letter is valid	**Issue Open Date:** As specified in the relevant Key Information Document. **Issue Closing Date:** As specified in the relevant Key Information Document. **Pay-in Date:** As specified in the relevant Key Information Document. **Deemed Date of Allotment:** As specified in the relevant Key Information Document.
Purpose and objects of the Issue/Offer	As specified in the relevant Key Information Document.
Contribution being made by the promoters or directors either as part of the offer or separately in furtherance of such objects	As specified in the relevant Key Information Document.
Principal terms of assets charged as security, if applicable	As specified in the relevant Key Information Document.
The details of significant and material orders passed by the Regulators, Courts and Tribunals impacting the going concern status of the Company and its future operations	NIL

The pre-issue and post-issue shareholding pattern of the Company in the following format:

S. No.	Category	Pre-issue		Post-issue	
		No. of shares held	Percentage (%) of shareholding	No. of shares held	Percentage (%) of shareholding
A	*Promoters' holding*				
	Indian				
1	Individual	3,31,25,378	35.29	3,31,25,378	35.29
	Bodies Corporate	-		-	
	Sub-total	3,31,25,378	35.29	3,31,25,378	35.29
2	Foreign promoters	16,11,800	1.72	16,11,800	1.72
	Sub-total *(A)*	3,47,37,178	37.01	3,47,37,178	37.01

B	*Non-promoters' holding*					
1	Institutional Investors	4,79,85,448	51.13	4,79,85,448	51.13	
2	Non-Institutional Investors	-		-		
	Private Corporate Bodies	35,49,523	3.78	35,49,523	3.78	
	Directors and relatives	-	-	-	-	
	Indian public	75,09,486	8.00	75,09,486	8.00	
	Others (including Non-resident Indians)	78,356	0.08	78,356	0.08	
	Sub-total *(B)*	5,91,22,813	62.99	4,01,03,192	62.99	
	GRAND TOTAL	9,38,59,991	100.00	9,38,59,991	100.00	

8. Mode of payment for subscription:

- Cheque
- Demand Draft
- Other Banking Channels

9. Disclosure with regard to interest of directors, litigation, etc:

Any financial or other material interest of the directors, promoters or key managerial personnel in the offer/ Issue and the effect of such interest in so far as it is different from the interests of other persons	Nil
Details of any litigation or legal action pending or taken by any Ministry or Department of the Government or a statutory authority against any promoter of the Company during the last 3 (three) years immediately preceding the year of the issue of this private placement offer cum application letter and any direction issued by such Ministry or Department or statutory authority upon conclusion of such litigation or legal action shall be disclosed	Nil

<table>
<tr><td>Remuneration of directors (during the current year and last 3 (three) financial years)</td><td>

Director	Fiscal FY 25-26 (Up to December 2025)	Fiscal FY 24-25	Fiscal FY 2023-24	Fiscal FY 2022-23
V.G.K.Prasad, Chairman				
Remuneration	1.128	1.44	1.20	0.84
Commission	-	1.94	1.36	0.63
K Vasumathi Devi, Managing Director				
Remuneration	0.56	0.72	0.65	0.6
Commission	-	0.96	0.68	0.44

</td></tr>
<tr><td>Related party transactions entered during the preceding 3 (three) financial years immediately preceding the year of issue of this private placement offer cum application letter and current financial year with regard to loans made or, guarantees given or securities provided</td><td>Please refer to CHAPTER C of this General Information Document.</td></tr>
<tr><td>Summary of reservations or qualifications or adverse remarks of auditors in the last 5 (five) financial years immediately preceding the year of issue of this private placement offer cum application letter and of their impact on the financial statements and financial position of the Company and the corrective steps taken and proposed to be taken by the Company for each of the said reservations or qualifications or adverse remark</td><td>2018-19 Observations:
The Company's internal financial controls over segregation of duties and recording of journal entries are not operating effectively which could potentially effect the internal control environment of the Company

The Company Response
The management has taken all reasonable steps over segregation of duties and recording of journal entries and as such there was no impact on internal control environment of the Company.

FY 20-21, FY 21-22, FY 22-23, FY 2023-24, FY 2024-25: No Summary of reservations or qualifications or adverse remarks of auditors.</td></tr>
<tr><td>Details of any inquiry, inspections or investigations initiated or conducted under the securities law or Companies Act or any previous company law in the last 3 (three) years immediately preceding the year of circulation of this private placement offer cum application letter in the case of the Company and all of its subsidiaries and if there were any prosecutions filed</td><td>Nil</td></tr>
</table>

(whether pending or not) fines imposed, compounding of offences in the last 3 (three) years immediately preceding the year of this private placement offer cum application letter and if so, section-wise details thereof for the Company and all of its subsidiaries	

10. Financial Position of the Company:

The capital structure of the company in the following manner in a tabular form:

<table>
<tr><td>The authorized, issued, subscribed and paid up capital (number of securities, description and aggregate nominal value)</td><td>
<table>
<tr><th>Share Capital</th><th>Aggregate Nominal Value</th></tr>
<tr><td>Authorised</td><td></td></tr>
<tr><td>Authorised Capital</td><td>1,25,00,00,000</td></tr>
<tr><td>Equity Share Capital</td><td></td></tr>
<tr><td>10,00,00,000 Equity shares of Rs.10 each</td><td>1,00,00,00,000</td></tr>
<tr><td>25,00,000 Preference shares of Rs.100 each</td><td>25,00,00,000</td></tr>
<tr><td>TOTAL</td><td>1,25,00,00,000</td></tr>
<tr><td></td><td></td></tr>
<tr><td>Issued, Subscribed and Fully Paid- up Share Capital</td><td></td></tr>
<tr><td>9,06,10,840 equity shares of Rs.10 each, fully paid</td><td>90,61,08,400</td></tr>
<tr><td>32,49,151 Equity Shares of Rs. 10/- each and partly paid up of Rs. 1/- each</td><td>32,49,15</td></tr>
<tr><td></td><td></td></tr>
<tr><td>TOTAL</td><td>90,93,57,551</td></tr>
</table>
</td></tr>
<tr><td>Size of the Present Offer</td><td>As specified in the relevant Key Information Document.</td></tr>
<tr><td>Paid-up Capital:

a. After the offer:

b. After the conversion of convertible instruments (if applicable)</td><td>90,93,57,551
Not applicable as each Debenture is a non-convertible debt instrument which is being issued at face value.</td></tr>
<tr><td>Share Premium Account:

a. Before the offer:

b. After the offer:</td><td>Rs.
17,50,20,83,265/-

17,50,20,83,265/-</td></tr>
<tr><td colspan="2">Details of the existing share capital of the Issuer in a tabular form, indicating therein with regard to each allotment, the date of allotment, the number of shares allotted, the face value of the shares allotted, the price and the form of consideration:</td></tr>
</table>

Date of	No. of	Face	Issue	Conside	Nature	Cumulative	Remarks

Allotment	Equity Shares	Value (in Rs) per share	Price (in Rs) per share	ration (Cash, other than cash, etc.)	of Allotment	No. of equity shares	Equity share capital (Rs)	Equity Share Premium (Rs) per share	
14.08.2025	4,09,366 Partly paid shares of Rs 1 paidup	10	366.42	4,09,366	Issue of shares under private placement	93,85,99,910	90,93,57,551	12,06,96,07,317.24	
13.08.2025	13,50,634 fully paid up shares of Rs. 10 each	10	366.42	49,48,99,310.28	Issue of shares under private placement	93,45,06,250	90,89,48,185	11,92,37,01,087.52	
16.05.2025	1,91,03,761 fully paid up shares of Rs. 10 each	10	366.42	7,00,00,00,105.62	Issue of shares under private placement	9,20,99,991	89,54,41,845	11,44,23,08,117.24	
13.05.2025	28,39,785 Partly paid shares of Rs 1 paidup	10	366.42	28,39,785	Issue of shares under private placement	7,29,96,230	70,44,04,235	4,63,33,45,621	
21.08.2023	55,81,395 fully paid up shares of Rs. 10 each	10	215	1,19,19,99,925	Preferential Issue	7,01,56,445	70,15,64,450	4,63,33,45,621	
31.03.2023	75,81,418 fully paid up shares of Rs. 10 each	10	215	1,63,00,04,870	Preferential Issue	6,45,75,050	64,57,50,500	3,48,91,59,645	-
17.02.2023	24,58,962 fully paid up shares of Rs. 10 each	10	215	52,86,76,860	Preferential Issue	24,58,962	56,99,36,320	193,49,68,956/-	
10.11.2022	18,75,603 fully paid up shares of Rs. 10 each	10	209	39,20,01,027	Preferential Issue	5,45,34,670	54,53,46,700	143,08,81,746	-

31.03.2022	51,79,688 Partly paid up shares of Rs 8.10 paid up 3rd and Final Call Money	10	72.59	7,14,38,774	Preferential Issue	5,26,59,067	52,6,5,90,670	105,76,36,749	-
31.03.2021	51,79,688 Partly paid up shares of Rs 8.10 paid up 2nd Call Money	10	72.59	10,15,18,259	Preferential Issue	5,26,59,067	51,67,49,262.80	99,92,89,377	-
31.03.2019	51,79,688 Partly paid up shares of Rs 5.40 paid up 1st Call Money	10	72.59	10,15,18,259	Preferential Issue	5,26,59,067	50,27,64,106	91,17,56,276	-
22.01.2019	12,22,278	10	128	15,64,51,584	Preferential Issue	5,26,59,067	48,87,78,948	82,42,23,175	-
18.01.2019	7,30,847	10	128	9,35,48,416	Preferential Issue	5,14,36,789	47,65,56,168	67,99,94,371	-
17.01.2018	51,79,688 (Application Money)	10	72.59	10,15,18,259	Preferential Issue	5,07,05,942	46,92,47,698	59,37,54,425	-
06/05/2015	80,13,375	10	31	24,84,14,625	Rights Issue	4,55,26,254	45,52,62,540	50,62,21,324	-
30/09/2013	30,00,000	10	13	3,90,00,000	Preferential Issue	3,21,00,000	32,10,00,000	9,00,07,0000	-
18/03/2013	36,60,000	10	13.25	4,84,95,000	Preferential Issue	2,91,00,000	29,10,00,000	7,77,57,000	-
16/08/2012	68,50,000	10	13	8,90,50,000	Preferential Issue	254,40,000	25,44,00,000	6,58,63,000	-
21/03/2012	63,60,000	10	13	8,26,80,000	Preferential Issue	1,85,90,000	18,59,00,000	4,53,13,000	-

<table>
<tr><td>The number and price at which each of allotments were made by the Company in the last 1 (one) year preceding the date of this placement offer cum application letter separately indicating the allotments made for consideration other than cash and details of the consideration in each case</td><td>Nil</td></tr>
<tr><td>Profits of the Company, before and after making provision for tax, for the 3 (three) financial years immediately preceding the date of circulation of this private placement offer cum application letter.</td><td>(INR in Crores)
<table>
<tr><th>Year</th><th>Fiscal FY 24-25</th><th>Fiscal FY 23-24</th><th>Fiscal FY 22-23</th></tr>
<tr><td>Profit before tax</td><td>103.37</td><td>103.37</td><td>67.31</td></tr>
<tr><td>Profit after tax</td><td>76.97</td><td>76.97</td><td>50.10</td></tr>
</table></td></tr>
<tr><td>Dividends declared by the Company in respect of the said 3 (three) financial years; interest coverage ratio for last three years (cash profit after tax plus interest paid/interest paid)</td><td>
<table>
<tr><th>Year</th><th>Fiscal FY 24-25</th><th>Fiscal FY 23-24</th><th>Fiscal FY 22-23</th></tr>
<tr><td>Dividend Declared</td><td>NIL</td><td>NIL</td><td>NIL</td></tr>
<tr><td>Interest Coverage Ratio</td><td>1.44</td><td>1.47</td><td>1.46</td></tr>
</table></td></tr>
<tr><td>A summary of the financial position of the Company as in the 3 (three) audited balance sheets immediately preceding the date of circulation of this private placement offer cum application letter</td><td>Please refer CHAPTER A of this General Information Document.</td></tr>
<tr><td>Audited Cash Flow Statement for the 3 (three) years immediately preceding the date of circulation of this private placement offer cum application letter</td><td>Please refer CHAPTER B of this General Information Document.</td></tr>
<tr><td>Any change in accounting policies during the last 3 (three) years and their effect on the profits and the reserves of the Company</td><td>Nil</td></tr>
</table>

PART B

FORM NO PAS-4
PRIVATE PLACEMENT OFFER LETTER
(To be filled by the applicant)

Sl No.	Particulars	First Holder	Second Holder
1	Name	**[•]**	**[•]**
2	Father's Name	**[•]**	**[•]**
3	Complete Address (including Flat/ House Number, Street, Locality, Pin Code)	**[•]**	**[•]**
4	Phone Number, if any	**[•]**	**[•]**
5	Email ID, if any	**[•]**	**[•]**
6	PAN Number	**[•]**	**[•]**
7	Bank Account Details	**[•]**	**[•]**
8	Number of Non-Convertible Debentures subscribed	**[•]**	**[•]**
9	Total value of Non- Convertible Debentures subscribed	**[•]**	**[•]**
10	Tick whichever is applicable: - (a) The applicant is not required to obtain Government approval under the Foreign Exchange Management (Non-debt Instruments) Rules, 2019 prior to subscription of shares. (b) The applicant is required to obtain Government approval under the Foreign Exchange Management (Non-debt Instruments) Rules, 2019 prior to subscription of shares and the same has been obtained, and is enclosed herewith	**[•]**	

____
Signature of the Subscriber

DECLARATION (To be provided by the Directors)

A. The Company has complied with the provisions of the Companies Act, 2013 and the rules made hereunder;

B. The compliance with the Companies Act, 2013 and the rules made thereunder do not imply that payment of dividend or interest or repayment of preference shares or debentures, if applicable, is guaranteed by the Central Government; and

C. the monies received under the offer shall be used only for the purposes and objects indicated in this General Information Document.;

I am authorized by the Management Committee of the Board of Directors of the Issuer vide resolution dated February 20, 2026 to sign this General Information Document and declare that all the requirements of Companies Act, 2013 and the rules made thereunder in respect of the subject matter of this form and matters incidental thereto have been complied with.

Whatever is stated in this General Information Document and in the attachments thereto is true, correct and complete and no information material to the subject matter of this General Information Document has been suppressed or concealed and is as per the original records maintained by the promoters subscribing to the Memorandum of Association and Articles of Association.

It is further declared and verified that all the required attachments have been completely, correctly and legibly attached to this General Information Document.

The Issuer declares that all the relevant provisions in the regulations/guideline issued by SEBI and other applicable laws have been complied with and no statement made in this General Information Document is contrary to the provisions of the regulations/guidelines issued by SEBI and other applicable laws, as the case may be. The information contained in this General Information Document is as applicable to privately placed debt securities and subject to the information available with the Issuer. The extent of disclosures made in this General Information Document is consistent with disclosures permitted by regulatory authorities to the issue of securities made by the companies in the past.

For **IKF FINANCE LIMITED**

Vasumathi Koganti

Digitally signed by Vasumathi Koganti
Date: 2026.02.27 13:29:04 +05'30'

____
Authorised Signatory

Name: Vasumathi Devi Koganti
Title: Managing Director
Date: February 27, 2026

Enclosed

Chapter A *– A summary of the financial position of the Company as in the 3 (three) audited balance sheets immediately preceding the date of circulation of this Offer Letter*

Chapter B *– Audited Cash Flow Statement for the 3 (three) years immediately preceding the date of circulation of this Offer Letter*

Chapter C *– Related party transactions entered during the last 3 (three) financial years immediately preceding the year of issue of this General Information Document and the current financial year with regard to loans made or, guarantees given or securities provided*

Optional Attachments, if any

CHAPTER A: FINANCIAL POSITION OF THE COMPANY AS IN THE 3 (THREE) AUDITED BALANCE SHEETS IMMEDIATELY PRECEDING THE DATE OF CIRCULATION OF THIS GENERAL INFORMATION DOCUMENT

Please refer to **Annexure I** for the Audited Financials for FY 2022-2023, FY 2023-2024 and FY 2024-2025 and limited review for a period ending December 31, 2025.

(The remainder of this page is intentionally left blank)

CHAPTER B: **AUDITED CASH FLOW STATEMENT FOR THE 3 (THREE) YEARS IMMEDIATELY PRECEDING THE DATE OF CIRCULATION OF THIS GENERAL INFORMATION DOCUMENT**

Please refer to **Annexure I** for the Audited Financials for FY 2022-2023, FY 2023-2024 and FY 2024-2025 and limited review for a period ending December 31, 2025

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CHAPTER C- RELATED PARTY TRANSACTIONS ENTERED DURING THE LAST 3 (THREE) FINANCIAL YEARS IMMEDIATELY PRECEDING THE YEAR OF ISSUE AND THE CURRENT FINANCIAL YEAR

Please refer to **Annexure I** for the Audited Financials for FY 2022-2023, FY 2023-2024 and FY 2024-2025 and limited review for a period ending December 31, 2025

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SECTION 11: DECLARATION BY THE DIRECTORS

The Company and the persons authorised by the Company, confirm and attest that:

A. The Issuer undertakes that this General Information Document contain full disclosures in accordance with NCS Listing Regulations, as amended, and Securities and Exchange Board of India (Listing Obligation and Disclosure Requirements) Regulations, 2015, as amended and Companies (Prospectus and Allotment of Securities) Rules, 2014, Securities Contracts (Regulation) Act, 1956, the Securities and Exchange Board of India Act, 1992 and the Master Direction – Reserve Bank of India (Commercial Paper and Non-Convertible Debentures of original or initial maturity upto one year) Directions, 2024 (if applicable);

B. the compliance with the Companies Act, 2013 and the rules does not imply that payment of dividend or interest or repayment of non-convertible securities, if applicable, is guaranteed by the Central Government;

C. the monies received under the Issue shall be used only for the purposes and objects indicated in this General Information Document; and

D. whatever is stated in this General Information Document and in the attachments thereto is true, correct and complete and no information material to the subject matter of this General Information Document has been suppressed or concealed and is as per the original records maintained by the promoters subscribing to the Memorandum of Association and the Articles of Association.

E. It is hereby declared that this General Information Document contains full disclosures in accordance with the NCS Regulations, as amended from time to time, the LODR Regulations, as amended from time to time and the Companies Act and the rules made thereunder.

F. The Issuer undertakes and confirms that this General Information Document does not omit disclosure of any material fact which may make the statements made therein, in light of the circumstances under which they are made, misleading. The General Information Document also does not contain any false or misleading statement.

G. the contents of the document have been perused by the Board of Directors, and the final and ultimate responsibility of the contents mentioned herein shall also lie with the Board of Directors; and

H. The Issuer accepts no responsibility for the statements made otherwise than in this General Information Document or in any other material issued by or at the instance of the Issuer and that anyone placing reliance on any other source of information would be doing so at his own risk.

General Risk
Investment in non-convertible securities is risky and investors should not invest any funds in such securities unless they can afford to take the risk attached to such investments. Investors are advised to take an informed decision and to read the risk factors carefully before investing in this offering. For taking an investment decision, investors must rely on their examination of the issue including the risks involved in it. Specific attention of investors is invited to statement of risk factors contained under Section 3 of this General Information Document. These risks are not, and are not intended to be, a complete list of all risks and considerations relevant to the non-convertible securities or investor's decision to purchase such securities.

Confidentiality

The information and data contained herein is submitted to each recipient of this General Information Document on a strictly private and confidential basis. By accepting a copy of this General Information Document, each recipient agrees that neither it nor any of its employees or advisors will use the information contained herein for any purpose other than evaluating the specific transactions described herein or will divulge to any other party any such information.

I am authorized by the Management Committee of the Board of Directors of the Company vide resolution number 06 dated February 20, 2026 sign this General Information Document and declare that all the requirements of Companies Act, 2013 and the rules made thereunder in respect of the subject matter of this General Information Document and matters incidental thereto have been complied with.

It is further declared and verified that all the required attachments have been completely, correctly and legibly attached to this form.

For **IKF FINANCE LIMITED**

Chapalamadugu Sreenivasa Rao Digitally signed by Chapalamadugu Sreenivasa Rao Date: 2026.02.27 13:29:35 +05'30'

Name: Ch Sreenivasa Rao
Designation: Company Secretary]
Date: February 27, 2026
Place: Hyderabad

Vasumathi Koganti Digitally signed by Vasumathi Koganti Date: 2026.02.27 13:29:20 +05'30'

Name: Vasumathi Devi Koganti
Designation: Managing Director
DIN: 03161150

ANNEXURE I: LAST AUDITED FINANCIAL STATEMENTS

Audited Financials for FY 2022-2023, FY 2023-2024 and FY 2024-2025 are attached separately to this General Information Document

Limited review for a period ending December 31, 2025 is as provided below:

IKF Finance Limited
Regd Office: #40-1-144, Corporate Center, M.G.Road, Vijayawada - 520010
CIN: U65992AP1991PLC012736, Tel: 91-866-2474644, Fax: 91-866-2485755,
Website: www.ikffinance.com

Statement of Unaudited Standalone Financial Results for the Quarter and Nine Months Ended December 31, 2025 **(Rs in Lakhs)**

	Particulars	Quarter Ended			Nine Months Ended		Year Ended
		December 31,2025 (Unaudited)	September 30,2025 (Unaudited)	December 31,2024 (Unaudited)	December 31,2025 (Unaudited)	December 31,2024 (Unaudited)	March 31, 2025 (Audited)
1	**Revenue from operations**						
	(a) Interest income	21,769.24	20,717.09	16,076.86	61,059.77	44,535.15	61,796.54
	(b) Fees and commission income	198.05	211.84	186.42	540.63	436.87	739.12
	(c) Net gain(Loss) on derecognition of financial instruments under amortised cost	708.54	1,139.45	382.86	1,013.51	979.66	2,314.00
	(d) Net gain on fair value changes	132.64	174.22	107.53	368.33	165.56	175.21
	(e) Other Operating Income	0.00	0.00	0.00	1.75	0.05	0.05
	Total revenue from operations	**22,808.47**	**22,242.60**	**16,753.67**	**62,983.99**	**46,117.29**	**65,024.92**
2	Other income	247.07	260.31	202.66	761.31	704.76	988.43
3	**Total income (1 + 2)**	**23,055.54**	**22,502.91**	**16,956.33**	**63,745.30**	**46,822.05**	**66,013.35**
4	**Expenses**						
	(a) Finance costs	10,437.78	10,178.19	8,755.35	30,444.53	23,761.34	33,197.34
	(b) Impairment on financial instruments	2,039.15	1,987.23	872.33	5,214.19	2,078.20	3,972.43
	(c) Employee benefits expenses	3,382.46	3,163.65	2,766.64	10,043.92	7,662.61	11,046.99
	(d) Depreciation, amortization and impairment	82.37	53.70	84.30	185.46	253.72	336.80
	(e) Others expenses	946.88	1,017.04	720.07	2,954.54	2,157.94	2,983.74
	Total expenses	**16,888.64**	**16,399.81**	**13,198.69**	**48,842.64**	**35,913.81**	**51,537.30**
5	**Profit before tax (3 - 4)**	**6,166.90**	**6,103.10**	**3,757.64**	**14,902.66**	**10,908.24**	**14,476.05**
6	**Tax expenses**						
	(a) Current tax	1,580.04	1,319.77	836.72	3,930.00	2,530.02	3,186.28
	(b) Deferred tax	(13.86)	234.52	112.74	(131.34)	240.71	504.03
	(c) Adjustment of tax relating to earlier periods	(29.65)	0.00	0.00	(29.65)	(8.99)	(8.99)
7	**Profit for the period (5 - 6)**	**4,630.37**	**4,548.81**	**2,808.18**	**11,133.65**	**8,146.50**	**10,794.73**
8	**Other comprehensive income**						
	(A) Items that will not be reclassified to profit or loss						
	(a) Remeasurements of the defined benefit plans	(4.92)	2.35	19.72	(23.03)	(1.94)	(8.04)
	(b) Income tax relating to items that will not be reclassified to profit or loss	1.24	(0.59)	(4.96)	5.80	0.49	2.02
9	**Total Comprehensive Income (7 + 8)**	**4,626.69**	**4,550.57**	**2,822.94**	**11,116.42**	**8,145.05**	**10,788.71**
10	**Earnings per Share (Rs) (Face Value of Rs.10/- each)**						
	- Basic (Not Annualised)	**5.09**	**5.03**	**4.00**	**12.77**	**11.61**	**15.39**
	- Diluted (Not Annualised)	**5.07**	**5.02**	**3.99**	**12.72**	**11.60**	**15.34**

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IKF FINANCE

1 IKF Finance Limited (the 'Company') has prepared un audited financial results (the 'Statement') in accordance with Indian Accounting Standards ('Ind AS') notified under the Companies (Indian Accounting Standards) Rules, 2015 as amended and accordingly, these unaudited financial results together with the results for the comparative reporting period have been prepared in accordance with the recognition and measurement principles laid down in Indian Accounting Standard 34 "Interim Financial Reporting" ("Ind AS 34"), prescribed under Section 133 of the Companies Act, 2013 ("the Act"), directions/ guidelines issued by the Reserve Bank of India ('RBI') and other recognized accounting practices generally accepted in India. The above unaudited standalone financial results are in compliance with regulation 52 read with regulation 63 of the SEBI (Listing Obligation and Disclosure Requirements) Regulations,2015, as amended (the 'Listing Regulations 2015').

2 The Material accounting policies that are applied in preparation of these unaudited standalone financial results are consistent with those followed in the Standalone financial statements for the year ended March 31, 2025. Any circular/ direction issued by RBI is implemented prospectively when it becomes applicable, unless specifically required under that circular/direction.

3 The above financial results are reviewed and recommended by the Audit Committee and have been approved by the Board of Directors of the Company at their meeting held on February 05, 2026. The Financial results for the quarter and nine months ended December 31, 2025 have been subject to Limited Review by the statutory auditor of the company, Mukund M Chitale & Co. An unmodified review report has been issued by them thereon.

4 The figures for the quarter ended December 31, 2025, and December 31,2024, are the balancing figures between the unaudited figures in respect of nine months ended December 31, 2025, and December 31,2024, and the unaudited published figures upto the end of half year ended September 30,2025 and September 30,2024, of respective financial years. The figures for the quarter ended September 30,2025 are balancing figure between half year ended September 30,2025 and quarter ended June 30,2025.

5 The Company is engaged primarily in the business of financing and accordingly there is no separate reportable segment as per Ind AS 108 dealing with "Operating Segments"

6 Details of loans transferred / acquired during the quarter ended December 31, 2025 under the Reserve Bank of India (Non -Banking Financial companies -Transfer and Distribution of credit risk) Directions ,2025 and Reserve Bank of India (Non Banking Financial companies -Financial statements :Presentation and Disclosures)Directions ,2025 dated November 28, 2025 are given below

(i) Details of loans not in default transferred / acquired through assignment during the Quarter ended December 31,2025

Particulars	Transferred	Acquired
Aggregate amount of loans transferred / acquired (Rs.in lakhs)	15,497.59	-
Weighted average maturity (in Months)	32.39	-
Weighted average holding period (in Months)	9.82	-
Retention of beneficial economic interest by the originator	10%	-
Tangible security Coverage	100%	-
Rating-wise distribution of rated loans	Not Applicable	-

(ii) The Company has not transferred any non-performing assets (NPAs) during the quarter ended December 31, 2025

(iii)The Company has not transferred any Special Mention Account (SMA) and loan not in default during the quarter ended December 31, 2025

(iv)The Company has not acquired any loans not in default through assignment during the quarter ended December 31, 2025

(v) The Company has not acquired any stressed loan during the quarter ended December 31, 2025

7 In terms of the requirement as per Reserve Bank of India (Non-Banking Financial Companies – Financial Statements: Presentation and Disclosures) Directions, 2025, Non-Banking Financial Companies (NBFCs) are required to create an impairment reserve for any shortfall in impairment allowances under Ind AS 109 and Income Recognition, Asset Classification and Provisioning (IRACP) norms (including provision on standard assets). The impairment allowances under Ind AS 109 made by the Company exceeds the total provision required under IRACP (including standard asset provisioning), as at December 31, 2025 and accordingly, no amount is required to be transferred to impairment reserve.

8 All Secured NCDS issued by the company are secured by pari-passu charge and / or exclusive charge on receivables under loan contracts, owned assets and book debts to the minimum extent of 100 % or such higher security as per the respective termsheets of outstanding secured NCDs.

9 On November 21, 2025, the Government of India notified four Labour Codes - the Code on Wages, 2019, the Industrial Relations Code, 2020, the Code on Social Security, 2020, and the Occupational Safety, Health and Working Conditions Code, 2020, collectively referred to as the 'New Labour Codes', consolidating 29 existing labour laws. The Ministry of Labour & Employment has published draft Central Rules and FAQs on December 30, 2025, to facilitate assessment of the financial impact arising from these regulatory changes. Accordingly, the Company has recognised an estimated incremental impact of ₹ 76.22 lakhs under 'Employees cost' in the Profit and Loss Account during the quarter and nine months ended December 31, 2025. The Company continues to monitor developments relating to the implementation of the New Labour Codes and will review its estimates on ongoing basis.

10 The Compliance related to disclosure of certain ratios and other financial information as required under Regulation 52 (4) of the Listing Regulations is made in Appendix 1.

11 Previous period figures have been regrouped/ reclassified wherever required.

Nilesh
Rames
h Joshi.

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Appendix 1
Analytical Ratios and other disclosures based on Standalone financial results:

	Particulars	Quarter Ended			Nine Months Ended		Year Ended
		December 31,2025 (Unaudited)	September 30,2025 (Unaudited)	December 31,2024 (Unaudited)	December 31,2025 (Unaudited)	December 31,2024 (Unaudited)	March 31, 2025 (Audited)
a)	Debt equity ratio (no. of times) (refer note ii)	2.33	2.31	3.48	2.33	3.48	3.97
b)	Debt service coverage ratio	N/A	N/A	N/A	N/A	N/A	N/A
c)	Interest service coverage ratio	N/A	N/A	N/A	N/A	N/A	N/A
d)	Outstanding redeemable preference shares (quantity and value)	-	-	-	-	-	-
e)	Capital redemption reserve	N/A	N/A	N/A	N/A	N/A	N/A
f)	Debenture redemption reserve	N/A	N/A	N/A	N/A	N/A	N/A
g)	Net worth (refer note iii)	1,84,114.41	1,79,883.82	96,211.54	1,84,114.41	96,211.54	98,851.42
h)	Net profit (loss) after tax	4,630.37	4,548.81	2,808.18	11,133.65	8,146.50	10,794.73
i)	Earnings per share (face value of Rs 10/- each) (not annualized for the interim period)						
	-Basic (Rupees)	5.09	5.03	4.00	12.77	11.61	15.39
	-Diluted (Rupees)	5.07	5.02	3.99	12.72	11.60	15.34
j)	Current ratio	N/A	N/A	N/A	N/A	N/A	N/A
k)	Long term debt to working capital	N/A	N/A	N/A	N/A	N/A	N/A
l)	Bad debts to Account receivable ratio	N/A	N/A	N/A	N/A	N/A	N/A
m)	Current liability ratio	N/A	N/A	N/A	N/A	N/A	N/A
n)	Total debts to total assets (refer note iv)	68.83%	68.60%	76.39%	68.83%	76.39%	78.36%
o)	Debtors turnover	N/A	N/A	N/A	N/A	N/A	N/A
p)	Inventory turnover	N/A	N/A	N/A	N/A	N/A	N/A
q)	Operating margin (%)	N/A	N/A	N/A	N/A	N/A	N/A
r)	Net profit margin (%) (refer note v)	20.08%	20.21%	16.56%	17.47%	17.40%	16.35%
s)	Sector specific equivalent ratios, as applicable.						
	1) Capital Adequacy Ratio (%) (refer note vi)	29.12%	30.86%	23.13%	29.12%	23.13%	20.86%
	2) Gross Stage-3 Assets % (refer note vii)	2.65%	2.48%	2.11%	2.65%	2.11%	2.24%
	3) Net Stage-3 Assets % (refer note viii)	1.78%	1.66%	1.61%	1.78%	1.61%	1.50%
	4) Provision Coverage Ratio for Stage-3 assets (PCR %) (refer note ix)	33.62%	33.64%	24.28%	33.62%	24.28%	33.60%
	5) Liquidity Coverage Ratio (refer note x)	269.04%	594.07%	NA	269.04%	NA	NA

Notes:

i) Certain ratios/line items marked with remark "N/A" are not applicable since the Company is a Non banking financial company registered with the Reserve Bank of India

ii) Debt equity ratio=[Debt Securities + Borrowings (Other than Debt Securities) + Subordinated Liabilities]/[Equity Share capital + Other equity]

iii) Net worth = [Equity share capital +Other equity]

iv) Total debts to total assets=[Debt Securities + Borrowings (Other than Debt Securities)+ Subordinated Liabilities]/Total assets

v) Net profit margin = Profit after tax/Total income

vi) Capital Adequacy Ratio has been computed on a standalone basis as per relevant RBI guidelines

vii) Gross Stage-3 Assets % = Gross Stage-3 Assets/Gross loan assets

viii) Net Stage-3 Assets % = (Gross Stage-3 Assets less Impairment loss allowance for Stage-3 Assets)/(Gross loan assets less Impairment loss allowance for Stage-3 Assets)

ix) Provision Coverage Ratio (PCR %) as per Ind AS Carrying amount of Impairment loss allowance for Stage-3 Assets/Gross Stage-3 Assets

x) Liquidity coverage ratio is applicable to the company from April 1, 2025 since the company is a non-deposit taking NBFC and the asset size is more than Rs 5,000 crore based on the audited financial statements for the year ended March 31, 2025.

Nilesh Ramesh Joshi.

For and on behalf of the Board of Directors
Vasumathi Devi Koganti
Vasumathi Koganti
Managing Director

Place : Hyderabad
Date : February 05, 2026

IKF Finance Limited
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Statement of Audited Standalone Financial Results for the Quarter and Year ended March 31,2025

(Rs in Lakhs)

	Particulars	Quarter Ended			Year Ended	
		March 31, 2025 (Audited) (Ref Note 7)	December 31, 2024 (Unaudited)	March 31, 2024 (Audited) ((Ref Note 7)	March 31, 2025 (Audited)	March 31, 2024 (Audited)
1	**Revenue from operations**					
	(a) Interest income	17261.39	16,073.34	12,114.89	61,796.54	42,140.64
	(b) Fees and commission income	302.26	189.94	196.44	739.12	523.06
	(c) Net gain(Loss) on de recognition of financial instruments under amortised cost	1334.33	382.86	1,224.67	2,314.00	500.93
	(d) Net gain on fair value changes	9.66	107.53	27.60	175.21	238.27
	(e) Other Operating Income	0.00	0.00	17.00	0.05	19.64
	Total revenue from operations	**18,907.64**	**16,753.67**	**13,580.60**	**65,024.92**	**43,422.54**
2	Other income	283.67	202.66	152.45	988.43	325.04
3	**Total income (1 + 2)**	**19,191.31**	**16,956.33**	**13,733.05**	**66,013.35**	**43,747.58**
4	**Expenses**					
	(a) Finance costs	9436.00	8,755.35	6,242.57	33,197.34	22,022.85
	(b) Impairment on financial instruments	1894.23	872.33	492.42	3,972.43	1,640.51
	(c) Employee benefits expenses	3384.38	2,766.64	2,306.50	11,046.99	7,329.16
	(d) Depreciation, amortization and impairment	83.08	84.30	115.96	336.80	340.89
	(e) Others expenses	825.79	720.07	573.83	2,983.74	2,076.54
	Total expenses	**15,623.48**	**13,198.69**	**9,731.28**	**51,537.30**	**33,409.95**
5	**Profit before tax (3 - 4)**	**3,567.83**	**3,757.64**	**4,001.77**	**14,476.05**	**10,337.63**
6	**Tax expenses**					
	(a) Current tax	656.26	836.72	715.83	3,186.28	2,600.55
	(b) Deferred tax	263.33	112.74	302.42	504.03	30.82
	(c) Adjustment of tax relating to earlier periods	0.00	0.00	0.00	(8.99)	8.82
7	**Net Profit for the period (5 - 6)**	**2,648.24**	**2,808.18**	**2,983.52**	**10,794.73**	**7,697.44**
8	**Other comprehensive income**					
	(A) Items that will not be reclassified to profit or loss					
	(a) Remeasurements of the defined benefit plans	(6.10)	19.72	(9.94)	(8.04)	(4.36)
	(b) Income tax relating to items that will not be reclassified to profit or loss	1.54	(4.96)	2.50	2.02	1.10
9	**Total Comprehensive Income (7 + 8)**	**2,643.68**	**2,822.94**	**2,976.08**	**10,788.71**	**7,694.18**
10	**Earnings per Share (Rs) (Face Value of Rs.10/- each)**					
	- Basic (Not Annualised)	**3.77**	**4.00**	**4.39**	**15.39**	**11.32**
	- Diluted (Not Annualised)	**3.76**	**3.99**	**4.38**	**15.34**	**11.31**

MUKUND M.CHITALE & CO. MUMBAI CHARTERED ACCOUNTANTS

IKF FINANCE LIMITED HYDERABAD

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IKF FINANCE

Standalone Statement of Assets and Liabilities

(Rs in Lakhs)

Particulars	March 31, 2025 (Audited)	March 31, 2024 (Audited)
ASSETS		
Financial assets		
(a) Cash and cash equivalents	19,943.00	4,407.96
(b) Bank balance other then included in (a) above	2,533.86	3,023.41
(c) Receivables		
(i) Trade Receivables	238.12	145.64
(ii) Other receivables	0.00	0.00
(d) Loans	451,387.63	325,530.75
(e) Investments	16,134.82	27,624.85
(f) Other financial assets	5,367.75	2,754.99
Non-financial assets		
(a) Current tax assets (net)	332.56	43.25
(b) Deferred tax assets (net)	-	0.00
(c) Investment Property	129.86	130.03
(d) Property, plant and equipment	335.88	237.54
(e) Right of use asset	70.56	262.17
(f) Capital work in progress	2,944.30	47.59
(g) Intangibles assets under development	0.00	13.20
(h) Intangible assets	114.11	123.99
(i) Other non-financial assets	1,668.61	3,265.05
TOTAL ASSETS	**501,201.06**	**367,610.42**
LIABILITIES AND EQUITY		
Financial liabilities		
(a) Payables		
(i)Trade payables		
(I) total outstanding dues of micro enterprises and small enterprises	-	-
(II) total outstanding dues of creditors other than micro enterprises and small enterprises	-	-
(ii) Other Payables	-	-
(i) total outstanding dues of micro enterprises and small enterprises	-	-
(ii) total outstanding dues of creditors other than micro enterprises and small enterprises		
(b) Debt securities	70,978.62	15,989.65
(c) Borrowings (other than debt securities)	305,350.12	240,928.87
(d) Subordinated liabilities	16,402.09	16,372.47
(e) Other financial liabilities	8,263.52	5,470.71
Non-financial liabilities		
(a) Provisions	137.39	288.37
(b) Deferred tax liabilities (Net)	720.55	218.55
(c) Other non-financial liabilities	497.35	275.74
Equity		
(a) Equity share capital	7,015.65	7,015.65
(b) Other equity	91,835.77	81,050.41
TOTAL LIABILITIES AND EQUITY	**501,201.06**	**367,610.42**

MUKUND M.CHITALE & CO. ★ MUMBAI ★ CHARTERED ACCOUNTANTS

IKF FINANCE LIMITED ★ HYDERABAD ★

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Website: www.ikffinance.com

Standalone Cash Flow statement for the year ended March 31, 2025

(Rs in Lakhs)

Particulars	March 31, 2025 (Audited)	March 31, 2024 (Audited)
CASH FLOW FROM OPERATING ACTIVITIES		
Profit before tax	**14,476.05**	**10,337.63**
Adjustments for:		
Depreciation, amortisation and impairment	336.80	340.89
Interest Income	(61,796.54)	(42,140.64)
Interest expenses	33,197.34	22,022.85
Net gain(Loss) on de recognition of financial instruments under amortised cost	(2,314.00)	(500.93)
Impairment on financial instrument	3,972.43	1,640.51
Share based payment expense	12.44	1.08
Provision for expenses	14.00	12.75
Employee benefit expenses	85.19	82.35
Rental income on Investment property	(9.15)	(9.15)
(Profit)/ Loss on sale of property, plant and equipment	(0.12)	(0.04)
(Profit)/ Loss on sale of immovable Property	0.00	0.00
Cash generated from / (used in) operations before working capital changes and adjustments for interest received and interest paid	**(12,025.56)**	**(8,212.70)**
Adjustments for changes in Working Capital :		
Decrease / (Increase) in trade receivable	(92.48)	(145.64)
Decrease / (Increase) in loans	(126,197.51)	(114,911.49)
Decrease / (Increase) in bank balances other than cash and cash equivalents	489.55	2,549.76
Decrease / (Increase) in other financial assets	(224.55)	(36.54)
Decrease / (Increase) in other non-financial assets	1,596.44	(355.20)
(Decrease) / Increase in trade payables	0.00	0.00
(Decrease) / Increase in other financial liabilities	2,978.10	2,537.90
(Decrease) / Increase in provisions	(261.75)	(8.83)
(Decrease) / Increase in other non-financial liabilities	221.61	96.67
Interest received	57,846.68	40,621.29
Interest paid	(33,087.66)	(22,397.69)
	(108,757.13)	**(100,262.47)**
Income tax paid (net of refunds)	(3,466.60)	(2,279.64)
Changes in Accounting Policies / Prior Period Errors	0.44	0.00
Deferred tax adjustment	(0.01)	0.01
NET CASH GENERATED FROM / (USED IN) OPERATING ACTIVITIES	**(112,223.30)**	**(102,542.10)**

MUKUND M.CHITALE & CO. MUMBAI CHARTERED ACCOUNTANTS

IKF FINANCE LIMITED HYDERABAD

IKF Finance Limited
Regd Office: #40-1-144, Corporate Center, M.G.Road, Vijaywada - 520010
CIN: U65992AP1991PLC012736, Tel: 91-866-2474644, Fax: 91-866-2485755,
Website: www.ikffinance.com

IKF FINANCE

Standalone Cash Flow statement for the year ended March 31, 2025

(Rs in Lakhs)

Particulars	March 31, 2025 (Audited)	March 31, 2024 (Audited)
CASH FLOW FROM INVESTING ACTIVITIES		
Purchase of property, plant and equipment and capital work in progress	(3,079.47)	(119.47)
Purchase of intangible assets under development	13.20	(13.20)
Purchase of Investment property	0.00	(58.06)
Rental income on Investment property	9.15	9.15
Proceeds from sale of property, plant and equipment	0.13	0.04
Proceeds from sale of Investment property	0.00	0.00
Purchase of intangible assets	(31.93)	(20.00)
Purchase of investments measured at Amortised cost and FVTPL	11,491.79	3,185.70
NET CASH GENERATED FROM / (USED IN) INVESTING ACTIVITIES	**8,402.87**	**2,984.16**
CASH FROM FINANCING ACTIVITIES		
Proceeds from issue of equity shares (including securities premium)	0.00	12,000.00
Share issue expenses	(18.00)	(879.18)
Amount received from debt securities	66,300.00	15,000.00
Repayment of debt securities	(11,372.58)	(17,500.00)
Amount received from borrowings other than debt securities	188,799.23	140,850.00
Repayment of borrowings other than debt securities	(124,109.80)	(68,326.67)
Amount received from subordinated Liabilities	0.00	0.00
Repayment of subordinated debt	0.00	0.00
Payment of principal portion of lease liabilities	(222.96)	(180.25)
Payment of interest on lease liabilities	(20.42)	(37.43)
NET CASH GENERATED FROM / (USED IN) FROM FINANCING ACTIVITIES	**119,355.47**	**80,926.47**
Net Increase / (Decrease) in Cash and Cash Equivalents	**15,535.04**	**-18,631.47**
Cash and Cash Equivalents at the beginning of Year	4,407.96	23,039.43
Cash and Cash Equivalents at the end of the Year	19,943.00	4,407.96

The above Cash Flow Statement has been prepared under the 'Indirect method' as set out in Ind AS 7 on 'Statement of Cash Flows'.

MUKUND M.CHITALE & CO. MUMBAI CHARTERED ACCOUNTANTS

IKF FINANCE LIMITED HYDERABAD

IKF Finance Limited
Regd Office: #40-1-144, Corporate Center, M.G.Road, Vijaywada - 520010
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IKF FINANCE

Statement of Audited Standalone Financial Results for the Quarter and Year ended March 31,2024

(Rs in Lacs)

	Particulars	Quarter Ended			Year Ended	
		March 31, 2024 (Audited) (Ref Note 9)	December 31, 2023 (Reviewed)	March 31, 2023 (Audited) (Ref Note 9)	March 31, 2024 (Audited)	March 31, 2023 (Audited)
1	**Revenue from operations**					
	(a) Interest income	13542.29	11,056.12	8,534.39	43,304.01	28,398.32
	(b) Fees and commission income	21.31	33.55	30.23	98.89	93.92
	(c) Other Operating Income	17.00	1.07	1.77	19.64	3.20
	Total revenue from operations	**13,580.60**	**11,090.74**	**8,566.40**	**43,422.53**	**28,495.44**
2	Other income	152.45	21.36	99.13	325.04	164.24
3	**Total income (1 + 2)**	**13,733.05**	**11,112.10**	**8,665.53**	**43,747.57**	**28,659.68**
4	**Expenses**					
	(a) Finance costs	6242.57	5,784.11	4,758.33	22,022.85	15,402.63
	(b) Impairment on financial instruments	492.42	495.30	-227.36	1,640.51	539.85
	(c) Employee benefits expenses	2306.50	1,737.65	1,321.69	7,329.16	4,297.44
	(d) Depreciation, amortization and impairment	115.96	76.06	71.16	340.89	264.23
	(e) Others expenses	573.83	525.07	438.65	2,076.54	1,424.80
	Total expenses	**9,731.28**	**8,618.19**	**6,362.47**	**33,409.94**	**21,928.95**
5	**Profit before tax (3 - 4)**	**4,001.77**	**2,493.91**	**2,303.06**	**10,337.63**	**6,730.73**
6	**Tax expenses**					
	(a) Current tax	715.83	759.26	379.77	2,600.55	1,461.47
	(b) Deferred tax	302.42	-127.46	202.66	30.82	255.84
	(c) Adjustment of tax relating to earlier periods	0.00	0.03	12.47	8.82	12.91
7	**Net Profit for the period (5 - 6)**	**2,983.52**	**1,862.08**	**1,708.16**	**7,697.44**	**5,000.51**
8	**Other comprehensive income**					
	(A) Items that will not be reclassified to profit or loss					
	(a) Remeasurements of the defined benefit plans	-9.94	8.65	6.94	-4.36	13.18
	(b) Income tax relating to items that will not be reclassified to profit or loss	2.50	-2.18	-1.75	1.10	-3.32
9	**Total Comprehensive Income (7 + 8)**	**2,976.08**	**1,868.55**	**1,713.35**	**7,694.18**	**5,010.37**
10	**Earnings per Share (Rs) (Face Value of Rs.10/- each)**					
	- Basic (Not Annualised)	**4.39**	**2.77**	**3.18**	**11.32**	**9.31**
	- Diluted (Not Annualised)	**4.39**	**2.77**	**3.18**	**11.32**	**9.31**

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Website: www.ikffinance.com

Statement of Assets and Liabilities

(Rs in Lacs)

Particulars	March 31, 2024 (Audited)	March 31, 2023 (Audited)
ASSETS		
Financial assets		
(a) Cash and cash equivalents	4,407.96	23,039.43
(b) Bank balance other then included in (a) above	3,023.41	5,573.17
(c) Receivables		
(i) Trade Receivables	145.64	0.00
(ii) Other receivables	0.00	0.00
(d) Loans	3,25,530.75	2,10,754.51
(e) Investments	27,624.85	30,810.55
(f) Other financial assets	2,754.99	2,220.12
Non-financial assets		
(a) Current tax assets (net)	43.25	372.98
(b) Deferred tax assets (net)	-	0.00
(c) Investment Property	130.03	72.14
(d) Property, plant and equipment	237.54	250.23
(e) Right of use asset	262.17	270.26
(f) Capital work in progress	47.59	0.00
(g) Intangibles assets under development	13.20	0.00
(h) Intangible assets	123.99	156.38
(i) Other non-financial assets	3,265.05	2,909.85
TOTAL ASSETS	**3,67,610.42**	**2,76,429.64**
LIABILITIES AND EQUITY		
Financial liabilities		
(a) Payables		
(i)Trade payables		
(I) total outstanding dues of micro enterprises and small enterprises	-	-
(II) total outstanding dues of creditors other than micro enterprises and small enterprises	-	-
(ii) Other Payables	-	-
(i) total outstanding dues of micro enterprises and small enterprises	-	-
(ii) total outstanding dues of creditors other than micro enterprises and small enterprises		
(b) Debt securities	15,989.65	18,838.54
(c) Borrowings (other than debt securities)	2,40,928.87	1,68,496.32
(d) Subordinated liabilities	16,372.47	16,345.06
(e) Other financial liabilities	5,470.71	2,921.34
Non-financial liabilities		
(a) Provisions	288.37	210.50
(b) Deferred tax liabilities (Net)	218.55	188.82
(c) Other non-financial liabilities	275.74	179.07
Equity		
(a) Equity share capital	7,015.65	6,457.51
(b) Other equity	81,050.41	62,792.48
TOTAL LIABILITIES AND EQUITY	**3,67,610.42**	**2,76,429.64**

IKF Finance Limited
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Website: www.ikffinance.com

IKF FINANCE

Cash Flow statement for the year ended March 31, 2024

(Rs in Lacs)

Particulars	March 31, 2024 (Audited)	March 31, 2023 (Audited)
CASH FLOW FROM OPERATING ACTIVITIES		
Profit before tax	10,337.63	6,730.73
Adjustments for:		
Depreciation, amortisation and impairment	340.89	264.23
Interest Income	-43,304.01	-28,398.32
Interest expenses	22,022.85	15,402.63
Impairment on financial instrument	1,640.51	539.85
Lease equalisation	0.00	0.00
Share based payment expense	1.08	-3.99
Provision for expenses	12.75	2.25
Employee benefit expenses	82.35	-57.21
Rental income on Investment property	-9.15	-7.63
(Profit)/ Loss on sale of property, plant and equipment	-0.04	1.14
(Profit)/ Loss on sale of immovable Property	0.00	3.15
Cash generated from / (used in) operations before working capital changes and adjustments for interest received and interest paid	-8,875.15	-5,523.17
Adjustments for changes in Working Capital :		
Decrease / (Increase) in trade receivable	-145.64	0.00
Decrease / (Increase) in loans	-1,14,911.49	-55,475.48
Decrease / (Increase) in bank balances other than cash and cash equivalents	2,549.76	-3,364.52
Decrease / (Increase) in other financial assets	-36.54	43.49
Decrease / (Increase) in other non-financial assets	-355.20	-1,842.43
(Decrease) / Increase in trade payables	0.00	0.00
(Decrease) / Increase in other financial liabilities	2,537.90	622.18
(Decrease) / Increase in provisions	-8.83	-25.48
(Decrease) / Increase in other non-financial liabilities	96.67	79.57
Interest received	41,283.73	27,451.64
Interest paid	-22,397.69	-15,826.72
	-1,00,262.47	-53,860.90
Income tax paid (net of refunds)	-2,279.64	-1,664.32
Deferred tax adjustment	0.01	0.00
NET CASH GENERATED FROM / (USED IN) OPERATING ACTIVITIES	-1,02,542.10	-55,525.22

S G C O & CO LLP
FRN 112081W/W100184
MUMBAI
Chartered Accountants

IKF FINANCE LIMITED
HYDERABAD

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CIN: U65992AP1991PLC012736, Tel: 91-866-2474644, Fax: 91-866-2485755,
Website: www.ikffinance.com

Cash Flow statement for the year ended March 31, 2024

(Rs in Lacs)

Particulars	March 31, 2024 (Audited)	March 31, 2023 (Audited)
CASH FLOW FROM INVESTING ACTIVITIES		
Purchase of property, plant and equipment and capital work in progress	-119.47	-67.99
Purchase of intangible assets under development	-13.20	
Purchase of Investment property	-58.06	0.00
Rental income on Investment property	9.15	7.63
Proceeds from sale of property, plant and equipment	0.04	0.82
Proceeds from sale of Investment property	0.00	38.85
Purchase of intangible assets	-20.00	-50.25
Purchase of investments measured at Amortised cost and FVTPL	3,185.70	-24,557.63
NET CASH GENERATED FROM / (USED IN) INVESTING ACTIVITIES	**2,984.16**	**-24,628.57**
CASH FROM FINANCING ACTIVITIES		
Proceeds from issue of equity shares (including securities premium)	12,000.00	25,506.83
Share issue expenses	-879.18	0.00
Amount received from debt securities	15,000.00	7,000.00
Repayment of debt securities	-17,500.00	-3,400.00
Amount received from borrowings other than debt securities	1,40,850.00	1,09,340.00
Repayment of borrowings other than debt securities	-68,326.67	-48,983.70
Amount received from subordinated Liabilities	0.00	14,000.00
Repayment of subordinated debt	0.00	-3,500.00
Payment of principal portion of lease liabilities	-180.25	-113.49
Payment of interest on lease liabilities	-37.43	-33.63
NET CASH GENERATED FROM / (USED IN) FROM FINANCING ACTIVITIES	**80,926.47**	**99,816.01**
Net Increase / (Decrease) in Cash and Cash Equivalents	**-18,631.47**	**19,662.22**
Cash and Cash Equivalents at the beginning of Year	23,039.43	3,377.21
Cash and Cash Equivalents at the end of the Year	4,407.96	23,039.43

The above Cash Flow Statement has been prepared under the 'Indirect method' as set out in Ind AS 7 on 'Statement of Cash Flows'.

Vasumathi Gopal

IKF Finance Limited
Standalone Balance Sheet as at March 31, 2023
(Currency : INR in lakhs)

Particulars	Note No	As at March 31, 2023	As at March 31, 2022
ASSETS			
(1) Financial assets			
(a) Cash and cash equivalents	3	23,039.43	3,377.21
(b) Bank Balance other than included in (a) above	4	5,573.17	2,208.65
(c) Loans	5	2,10,754.51	1,56,325.40
(d) Investments	7	30,810.55	6,252.92
(e) Other financial assets	6	2,251.57	1,800.96
		2,72,429.23	**1,69,965.14**
(2) Non-financial assets			
(a) Current Tax Assets (Net)		372.98	183.04
(b) Deferred Tax Assets (Net)	28	-	70.34
(c) Investment Property	10	72.14	114.31
(d) Property, Plant and Equipment	9	250.23	260.11
(e) Right of use asset	9	270.26	10.75
(f) Intangible assets	11	156.38	154.42
(g) Other non-financial assets	8	2,878.41	1,067.42
		4,000.41	**1,860.39**
Total assets		**2,76,429.64**	**1,71,825.53**
LIABILITIES AND EQUITY			
LIABILITIES			
(1) Financial liabilities			
(a) Debt securities	12	18,838.54	15,186.47
(b) Borrowings (other than debt securities)	13	1,68,496.32	1,09,462.84
(c) Subordinated Liabilities	14	16,345.06	6,003.45
(d) Other financial liabilities	15	2,921.34	2,030.13
		2,06,601.26	**1,32,682.89**
(2) Non-financial liabilities			
(a) Provisions	16	210.50	306.37
(b) Deferred tax liabilities (Net)	28	188.82	-
(c) Other non-financial liabilities	17	179.07	99.50
		578.39	**405.87**
EQUITY			
(a) Equity share capital	18	6,457.51	5,265.91
(b) Other equity	19	62,792.48	33,470.86
		69,249.99	**38,736.77**
Total liabilities and equity		**2,76,429.64**	**1,71,825.53**

Significant accounting policies and key accounting estimates and judgments 2
The accompanying notes form an integral part of the standalone financial statements
As per our report of even date

For S G C O & Co. LLP
Chartered Accountants
ICAI Firm registration number :112081W/W100184

per Suresh Murarka
Partner
Membership No.044739
Place: Mumbai
Date: 30 May 2023

For and on behalf of the Board of Directors of
IKF Finance Limited
CIN: U65992AP1991PLC012736

V.G.K Prasad
Chairman
DIN: 01817992

Vasumathi Devi Koganti
Managing Director
DIN: 03161150

Ch.Sreenivasa Rao
Company Secretary &
Chief Financial Officer
M.No. ACS14723
Place: Vijayawada
Date: 30 May 2023

IKF Finance Limited

Standalone Statement of Profit and Loss for the year ended March 31, 2023

(Currency : INR in lakhs)

Particulars	Note No	Year ended March 31, 2023	Year ended March 31, 2022
Revenue From operations			
(i) Interest income	20	28,401.52	21,932.36
(ii) Fees and commission income	21	240.36	160.21
(I) Total revenue from operations		**28,641.88**	**22,092.57**
(II) Other income	22	17.80	30.25
(III) Total income (I + II)		**28,659.68**	**22,122.82**
Expenses			
(i) Finance costs	23	15,402.63	11,787.65
(ii) Impairment on financial instruments	24	539.85	511.78
(iii) Employee benefits expenses	25	4,297.44	3,248.03
(iv) Depreciation, amortization and impairment	26	264.23	128.96
(v) Others expenses	27	1,424.80	1,019.11
(IV) Total expenses		**21,928.95**	**16,695.53**
(V) Profit before tax (III - IV)		**6,730.73**	**5,427.29**
(VI) Tax Expense:			
(1) Current Tax	28	1,461.47	1,487.04
'(2) Deferred Tax	28	255.84	(100.25)
'(3) Adjustment of tax relating to earlier periods	28	12.91	10.06
		1,730.22	**1,396.85**
(VII) Profit for the period (V-VI)		**5,000.51**	**4,030.44**
(VIII) Other comprehensive income			
(A) Items that will not be reclassified to profit or loss (specify items and amounts)			
(a) Remeasurements of the defined benefit plans	29	13.18	11.07
Income tax relating to items that will not be reclassified to profit or loss		(3.32)	(2.79)
Other comprehensive income / (loss)		**9.86**	**8.28**
(IX) Total comprehensive income for the period (VII + VIII)		**5,010.37**	**4,038.72**
(X) Earnings per share (equity share, par value of Rs.10 each)			
Basic	30	9.31	7.80
Diluted	30	9.31	7.80

Significant accounting policies and key accounting estimates and judgments **2**

The accompanying notes form an integral part of the standalone financial statements

As per our report of even date

For S G C O & Co. LLP
Chartered Accountants
ICAI Firm registration number : 112081W/W100184

per Suresh Murarka
Partner
Membership No.044739

Date: 30 May 2023
Place: Mumbai

S G C O & CO LLP FRN-112081W/W100184 MUMBAI Chartered Accountants

IKF FINANCE LIMITED ★ VIJAYAWADA ★

For and on behalf of the Board of Directors of
IKF Finance Limited
CIN: U65992AP1991PLC012736

V G K Prasad	**Vasumathi Devi Koganti**
Chairman	Managing Director
DIN: 01817992	DIN: 03161150

Ch.Sreenivasa Rao
Company Secretary & Chief Financial Officer
M.No. ACS14723

Place: Vijayawada
Date: 30 May 2023

IKF Finance Limited
Standalone Cash Flow statement for the year ended March 31, 2023
(Currency : INR in lakhs)

Particulars	For the Year ended March 31, 2023	For the Year ended March 31, 2022
CASH FLOW FROM OPERATING ACTIVITIES		
Profit before tax	6,730.73	5,427.28
Adjustments for:		
Depreciation, amortisation and impairment	264.23	128.96
Interest income	(28,401.52)	(21,932.36)
Interest expenses	15,402.63	11,787.65
Impairment on financial instrument	539.85	511.78
Share based payment expense	(3.99)	(6.03)
Provision for expenses	2.25	6.60
Employee benefit expenses	(57.21)	81.57
Rental income on Investment property	(7.63)	(7.63)
(Profit)/ Loss on sale of property, plant and equipment	1.14	(0.07)
(Profit)/ Loss on sale of Immovable Property	3.15	6.10
Cash generated from / (used in) operations before working capital changes and adjustments for interest received and interest paid	**(5,526.37)**	**(3,996.15)**
Adjustments for changes in Working Capital :		
Decrease / (Increase) in trade receivable	-	26.21
Decrease / (Increase) in loans	(55,475.48)	(24,454.76)
Decrease / (Increase) in bank balances other than cash and cash equivalents	(3,364.52)	1,756.18
Decrease / (Increase) in other financial assets	12.05	126.85
Decrease / (Increase) in other non-financial assets	(1,810.98)	(685.42)
(Decrease) / Increase in other financial liabilities	622.18	(631.52)
(Decrease) / Increase in provisions	(25.48)	(39.67)
(Decrease) / Increase in other non-financial liabilities	79.57	(12.59)
Interest received	27,454.85	22,360.47
Interest paid	(15,826.72)	(11,836.88)
	(53,860.90)	**(17,387.28)**
Income tax paid (net of refunds)	(1,664.32)	(1,462.20)
Deferred tax adjustment	0.00	0.00
NET CASH GENERATED FROM / (USED IN) OPERATING ACTIVITIES	**(55,525.22)**	**(18,849.48)**
CASH FLOW FROM INVESTING ACTIVITIES		
Purchase of property, plant and equipment	(67.99)	(86.52)
Purchase of investment property	0.00	(224.11)
Rental income on Investment property	7.63	7.63
Proceeds from sale of property, plant and equipment	0.82	0.08
Proceeds from sale of Investment property	38.85	110.00
Purchase of intangible assets	(50.25)	(27.55)
Purchase of investments measured at Amortised cost and FVTPL	(24,557.63)	(1,727.82)
NET CASH GENERATED FROM / (USED IN) INVESTING ACTIVITIES	**(24,628.57)**	**(1,948.29)**
CASH FROM FINANCING ACTIVITIES		
Proceeds from issue of equity shares (including securities premium)	25,506.83	714.39
Amount received from debt securities	7,000.00	8,000.00
Repayment of debt securities	(3,400.00)	(25,950.00)
Amount received from borrowings other than debt securities	1,09,340.00	56,500.00
Repayment of borrowings other than debt securities	(48,983.70)	(26,861.44)
Amount received from subordinated Liabilities	14,000.00	-
Repayment of subordinated debt	(3,500.00)	-
Payment of principal portion of lease liabilities	(113.49)	(19.13)
Payment of interest on lease liabilities	(33.63)	(2.12)
NET CASH GENERATED FROM / (USED IN) FROM FINANCING ACTIVITIES	**99,816.01**	**12,381.70**
Net Increase / (Decrease) in Cash and Cash Equivalents	**19,662.22**	**(8,416.07)**
Cash and Cash Equivalents at the beginning of Year	3,377.21	11,793.28
Cash and Cash Equivalents at the end of the Year	23,039.43	3,377.21

The above Cash Flow Statement has been prepared under the 'Indirect method' as set out in Ind AS 7 on 'Statement of Cash Flows'.

As per our report of even date

For S G C O & Co. LLP
Chartered Accountants
ICAI Firm registration number : 112081W/W100184

per Suresh Murarka
Partner
Membership No.044739

Date: 30 May 2023
Place: Mumbai

For and on behalf of the Board of Directors of
IKF Finance Limited
CIN: U65992AP1991PLC012736

V.G.K Prasad
Chairman
DIN: 01817992

Vasumathi Devi Koganti
Managing Director
DIN: 03161150

Ch.Sreenivasa Rao
Company Secretary & Chief Financial Officer
M.No. ACS14723
Place: Vijayawada
Date: 30 May 2023

The Institute of Chartered Accountants of India

(Setup by an Act of Parliament)

Peer Review Board

Peer Review Certificate No.: 016643

This is to certify that the Peer Review of

M/s Mukund M Chitale & Co

2nd Floor, Kapur House, Paranjape,

B Scheme Road No. 1, Vile Parle-East,

Mumbai-400057

FRN.: 106655W

has been carried out for the period

2020-2023

pursuant to the *Peer Review Guidelines 2022*, issued by the Council of the Institute of Chartered Accountants of India.

This Certificate is effective from: 01-05-2024

The Certificate shall remain valid till: 30-04-2027

Issued at New Delhi on 29-04-2024

CA. Prasanna Kumar D	**CA. (Dr.) Raj Chawla**	**CA. Mohit Baijal**
Chairman **Peer Review Board**	**Vice-Chairman** **Peer Review Board**	**Secretary** **Peer Review Board**

Note : The Certificate is issued on behalf of the Peer Review Board of ICAI and ICAI or any of its functionaries are not liable for any non-compliance by the Practice Unit. The Certificate can be revoked for the reason stated in the '*Peer Review Guidelines 2022*'.

ANNEXURE II: RATING LETTER, RATING RATIONALE AND DETAILED PRESS RELEASE FROM THE RATING AGENT

(As specified in the relevant Key Information Document)

ANNEXURE III: CONSENT LETTER AND ENGAGEMENT LETTER FROM THE DEBENTURE TRUSTEE

(As specified in the relevant Key Information Document)

ANNEXURE IV: APPLICATION FORM

IKF FINANCE LIMITED
A public limited company incorporated under the Companies Act, 1956
Date of Incorporation: May 30, 1991; **CIN**: U65992AP1991PLC012736
Registered Office: 40-1-144,3rd Floor, Corporate –entre, M.G. Road, Vijayawada - 520010
Telephone No.: 0866-2474644 **Website**: www.ikffinance.com

DEBENTURE SERIES APPLICATION FORM SERIAL NO.									

THIS GENERAL INFORMATION DOCUMENT IS IN RELATION TO THE ISSUE OF [SENIOR/ SUBORDINATED/ UNSUBORDINATED], [UNSECURED/ SECURED], LISTED, RATED, REDEEMABLE, [PRINCIPAL PROTECTED MARKET LINKED] NON-CONVERTIBLE DEBENTURES ("DEBENTURE(S)" OR "NCD(S)"), ISSUED IN ONE OR MORE TRANCHES, AT PAR/PREMIUM/DISCOUNT UNDER SAME ISIN OR DIFFERENT ISIN, BY WAY OF A PRIVATE PLACEMENT (THE "ISSUE"), BY IKF FINANCE LIMITED (THE "COMPANY" OR "ISSUER").

Dear Sir / Madam,

I AM/ WE ARE ( ) COMPANY ( ) OTHERS ( ) SPECIFY __________

We have read and understood the terms and conditions of the General Information Document dated February 27, 2026 for the issue of Debentures on a private placement basis including the Risk Factors described in the General Information Document ("**General Information Document**") issued by the Issuer and have considered these in making our decision to apply. We bind ourselves to these terms and conditions and wish to apply for allotment of these Debentures. We request you to please place our name(s) on the Register of Debenture Holders, on allotment of the Debentures to us.

I/ We bind myself/ourselves to the terms and conditions as contained in the General Information Document. I/we note that the Company is entitled in its absolute discretion, to accept or reject this application in whole, or in part, without assigning any reason whatsoever.

(PLEASE READ THE INSTRUCTIONS CAREFULLY BEFORE FILLING THIS FORM)

All capitalised terms used in this Application Form which are not defined shall have the meaning attributed to them in the General Information Document.

DEBENTURE SERIES APPLIED FOR:

Number of Debentures: ____In words: __________-only
Amount INR________/-In words Indian Rupees :__________Only

DETAILS OF PAYMENT:

Cheque / Demand Draft / RTGS
No. _____________ Drawn on____

Funds transferred to **IKF Finance Limited**
Dated ____________

Total Amount Enclosed
(In Figures) INR /- (In words) Only

APPLICANT'S NAME IN FULL (CAPITALS) **SPECIMEN SIGNATURE**

APPLICANT'S ADDRESS

ADDRESS																		
STREET																		
CITY																		
PIN							**PHONE**							**FAX**				

APPLICANT'S PAN/GIR NO. _____________ IT CIRCLE/WARD/DISTRICT ____

Name of the Authorised Signatory(ies)	Designation	Signature

Applicant's Signature:

We the undersigned, are agreeable to holding the Debentures of the Company in dematerialised form. Details of my/our Beneficial Owner Account are given below:

DEPOSITORY	**NSDL/CDSL**
DEPOSITORY PARTICIPANT NAME	
DP-ID	
BENEFICIARY ACCOUNT NUMBER	
NAME OF THE APPLICANT(S)	

Applicant Bank Account: (Settlement by way of Cheque / Demand Draft / Pay Order / Direct Credit / ECS / NEFT/RTGS/other permitted mechanisms)	

FOR OFFICE USE ONLY DATE OF RECEIPT ________________ DATE OF CLEARANCE ________________

(Note: Cheque and Drafts are subject to realisation)

We understand and confirm that the information provided in the General Information Document is provided by the Issuer and the same has not been verified by any legal advisors to the Issuer, and other intermediaries and their agents and advisors associated with this Issue. We confirm that we have for the purpose of investing in these Debentures carried out our own due diligence and made our own decisions with respect to investment in these Debentures and have not relied on any representations made by anyone other than the Issuer, if any.

We understand that: i) in case of allotment of Debentures to us, our Beneficiary Account as mentioned above would get credited to the extent of allotted Debentures, ii) we must ensure that the sequence of names as mentioned in the Application Form matches the sequence of name held with our Depository Participant, iii) if the names of the Applicant in this application are not identical and also not in the same order as the Beneficiary Account details with the above mentioned Depository Participant or if the Debentures cannot be credited to our Beneficiary Account for any reason whatsoever, the Company shall be entitled at its sole discretion to reject the application or issue the Debentures in physical form.

Applicant's
Signature

FOR OFFICE USE ONLY
DATE OF RECEIPT ______________________ DATE OF CLEARANCE _________________

(Note : Cheque and Drafts are subject to realisation)

---(TEAR HERE)--

ACKNOWLEDGMENT SLIP

(To be filled in by Applicant) **SERIAL NO.**									

Received from ____

Address____
Cheque/Draft/UTR # ______________ Drawn on _______________________________ for INR _____________ on account of application of _____________________ Debenture

INSTRUCTIONS

1. Application form must be completed in full, IN ENGLISH.

2. Signatures must be made in English or in any of the Indian languages. Thumb Impressions must be attested by an authorized official of the Bank or by a Magistrate/Notary Public under his/her official seal.

3. Application form, duly completed in all respects, must be submitted with the respective Collecting Bankers. The payment is required to be made to the following account, in accordance with the terms of the EBP Guidelines: As specified in the relevant Key Information Document

   The Company undertakes that the application money deposited in the above-mentioned bank account shall not be utilized for any purpose other than:

   a) for adjustment against allotment of securities; or

   b) for the repayment of monies where the company is unable to allot securities.

   OR

   Upon receipt of intimation of allotment, Application Form along either demand draft(s) or cheque(s) drawn or made payable in favour of the Issuer or otherwise as may be set out in the Application Form and crossed "Account Payee Only". Applicants can alternatively, remit the application amount through RTGS on the below mentioned bank. The RTGS details of the Issuer are as specified in the relevant Key Information Document.

4. Receipt of applicants will be acknowledged by the Company in the "Acknowledgement Slip" appearing below the application form. No separate receipt will be issued.

5. All applicants should mention their Permanent Account No. or their GIR No. allotted under Income Tax Act, 1961 and the Income Tax Circle/Ward/District. In case where neither the PAN nor the GIR No. has been allotted, the fact of non-allotment should be mentioned in the application form in the space provided. Income Tax as applicable will be deducted at source at the time of payment of interest including interest payable on application money.

6. The application would be accepted as per the terms of the manner outlined in the transaction documents for the private placement.

ANNEXURE V: ILLUSTRATION OF BOND CASH FLOWS

(As specified in the relevant Key Information Document)

ANNEXURE VI: SPECIFIC DISCLOSURES REQUIRED FROM NBFC

A. Details with regard to the lending done by the issuer out of the issue proceeds of debt securities in last three years, including details regarding the following:

(i) Lending Policy: Should contain overview of origination, risk management, monitoring and collections;

Business Model of IKF FINANCE LIMITED:

- The Objective of the Company is to cater to the needs of Small Road Transport Operators (SRTOs) and Small & Medium Enterprises (SMEs) by extending financial support for acquiring Commercial Vehicles and to meet their business requirements.

- Today, it is a thirty-five years old Company having high stake in Automobiles particularly Commercial Vehicles, Cars & MUVs, Tractors, Three Wheelers, Earthmoving & Construction Equipment etc. operating from 134 locations spread across Southern and Western India.

- The company always been a digital-driven organization and actively leverage innovative digital technologies to make lives easier for customers and our people. Our digital efforts have been driving unmatched operational excellence, thereby positioning for consistent transformation and long-term growth.

- The company's robust loan processing system enabled by multiple checks to ensure flagging and preventing frauds and errors. Advanced technologies are also being leveraged for verifying and capturing KYC details and geo-tagging of locations as enhanced security measures. Technology implementation reduces the cost-to-serve and facilitates business operations and expansion.

Brief note on the credit underwriting process

Customers are mainly sourced through direct and indirect marketing and distribution channels:

Direct – through Branches / Satellite Branches

1. Leads generated by the Marketing Team
2. Walk-in Customers
3. Existing Customers / Guarantors
4. References secured from existing Customers / Guarantors

Indirect – through external sources

1. Dealer References
2. DSAs
3. Brokers / Consultants

The management's emphasis is on sourcing business from the existing customers and their references.
Credit Underwriting

After identifying a prospective borrower and before putting up the proposal for approval, Marketing / Field Executive(s) verify/assess the borrower's repayment capacity and ability to pay in adverse situations. Analysis is also done to establish the credit worthiness of the Guarantor. First field investigation is done by the field executives which covers the following:
Physical verification of Residence/Place of business

- Verification with address proofs

- Verification with property and income proofs
- Verification with previous track record or Bank statements etc.
- Credibility of the borrower & Guarantor in the locality where they reside
- Authentication of documents submitted for verification Whether the borrower's requirements are in line with the Company's credit policy, (in terms of funding, rate of interest, tenure, vehicle make & model etc.) Earning capacity of the vehicle, in terms of its viability, route of operation, segment/industry in which it operates and its prospects etc.

IKF focuses on clients who have formal contracts with contractors/ companies. After going through the FI findings, the field executives with the help of back office operations staff put up the proposal for approval of Branch Manager. The Executive must physically verify the vehicle before sending the proposal.

KYC information is shared with the HO credit team through TAB application to carry out the verification of all the KYC documents with API integration with various services providers and to run the internal de-dupe and a CIBIL check. The company doesn't have a defined matrix for CIBIL score, the strings are analysed to understand the credit behaviour of the client. Simultaneously, the credit team is assigning the case to a Field Investigation agency for external valuation. DD team feels that the process of CIBIL check could be standardised. A defined matrix of credit score along with deviation matrix could improve the system.

The Branch Manager Analyses the proposal based on the findings of Field executive(s) and documents submitted, cross verifies the information furnished with information from his sources. In Hyderabad region, the BM can take a credit opinion from other financiers on phone.

The BM forwards the proposal along with his comments/recommendations to Credit Department for approval through TAB Application.

On receiving proposal from Branch, the credit department scrutinizes the documents submitted by the borrower and Guarantor and verifies their authenticity with the online data available on the Internet. For example:

- PAN Card / Income Tax Returns with Income Tax website
- Driving License / Vehicle Details with RTA Website
- Voter Card with Election Commission website
- Property Tax Paid with Municipal / Corporation Website
- Property Details with Registration / Revenue Dept Websites.
- Bank Statements with respective Banks
- Repayment track with other Financiers / Bankers

This is followed by tele verification of both the Borrower and Guarantor to check the information furnished and their requirement. The credit department also checks if the customer falls in the negative list or if it is of a negative profile.

Viability test of the vehicle is based on the route it plies and the rates prevalent in the market. Assessment of the income of the borrower is based on the FI report and tele verification.

Field Investigation

Field investigation is conducted by an external FI agency. Different FI agencies have been empanelled by IKF in different regions. FI agencies are managed from the HO. Only credit team is authorized to call for this external FI.

Field investigation involves a physical verification of borrower's address, assessment of his socioeconomic condition, obtaining feedback from neighbours and local people and verification of the documents submitted. The FI agency is also expected to check the contract letter, bank statement and vehicle viability.

External valuation of vehicle

Valuation of vehicle is required in case of a used vehicle and is done by empanelled valuators who have experience in assessing value of used commercial vehicles. Payment to these valuators is done by the client, which is in line with the general market practice. DD team feels that the payment to valuators should be made by the company, to avoid any conflict of interest.
Valuation report contains details of the vehicle including vehicle identification details, registration details, permit and tax details, insurance details, status of the RC book, condition of the vehicle and estimated market value of the customer. Report is submitted along with 4(Front, back and one side, other side and chassis number) photographs of the vehicle and a tracing of the engine and chassis number.

Vehicle Finance Grid

As per the policy, at the time of funding each used vehicle, the lower of the following is taken as vehicle value for ascertaining the finance amount
(i) Vehicle Grid Values
(ii) Valuation given by the Certified Valuer / Surveyor

Preparation of Vehicle finance grid

IKF maintains different vehicle financing grids for different regions. Grid values are determined based on market feedback and company's experience of selling repossessed vehicles. Grid values are proposed by State Heads and approved by the Senior Management. The grid is updated at least every 6 months or as and when need arises. Loan to values are based on the vehicle type and the borrower category. At regular intervals, the grid value for funding of used vehicle is ascertained based on following process:

Collection of data regarding resale deals happening in the market in consultation with transport operators, consultants, brokers, mechanics etc. in respect of various vehicles, model wise
Collection of data regarding valuation of various vehicles, model wise, from certified valuers/ surveyors
Collection of data regarding maximum and minimum vehicle values (IDVs) from various Insurers
Collection of Vehicle grid values of various NBFCs

The company arrives at the model wise vehicle grid values after analysing the data so collected and compares it with the data of repossessed vehicles sold by the company in the recent past to arrive at the final grid.

Loan Disbursement

Sanctioning Authority for Approval

Credit officers approve the loan if the proposal is in line with the company's credit policy. Cases with any deviation are referred to Managing / Executive Director.

Disbursements

All disbursements are through cheques. An invoice is issued immediately after disbursement. Ideally the disbursement is done only after endorsement of the hypothecation in the RC book of the vehicle.

However, to maintain the TAT to remain competitive in the market, all documents required for the endorsement of hypothecation are collected and loan is disbursed.

Endorsement of hypothecation

Endorsement of hypothecation in Insurance and RC book should be completed within 90 days of disbursement. IKF tries to ensure that Insurance & Registration is done through them to avoid delay in collection of post disbursement documents (PDDs). Branch Manager/Incharge takes personal responsibility for collection of such PDDs.

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Brief of Automation and digitization of business/ lending operations:

1) Collection/Recovery Management

IKF has introduced Tab based digital collections process in the recent past to keep pace of the challenges posed by COVID related disruptions.

Besides, the Company has been encouraging the borrowers to opt for digital payment modes, like payments through NACH, RTGS. NEFT, UPI etc modes

As such, the majority of the collections are being managed through the digital modes.

2) Credit Monitoring

IKF proactively assesses the risk associated with its various loan products and has evolved a variety of Risk Management and Monitoring Tools, while dealing with a wide spectrum of retail customers and the same are being monitored through web based digital application.

3) Due diligence searches

IKF has tied up with various database sharing agencies like CIBIL EQUFAX etc integration through API

Due diligence of customers and Vehicle is carried out centrally at Corporate Office located at Hyderabad and Registered Office located at Vijayawada. Verification of KYC documents, CIBIL internal de-dupe etc. will be done by the Credit and Risk Team besides verification of Bank statements and existing repayment track record/s of the borrowers.

4) Sanction / disbursement process

Credit & Risk team appraises the proposal, after taking in to consideration the FI report of the External empanelled agencies, based on its merits.

After sanction, the credit proposal is forwarded to the operational wing for disbursement.

The whole process is automated and is being carried out through the digital platform – TAB application.

After ensuring that promoters' contribution is brought upfront and adequacy of the legal documents, the disbursement is affected through NEFT / RTGS to the borrowers bank account.

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IKF uses direct and indirect methods of business sourcing. Direct method includes origination through its branches, approaching new borrowers through existing borrowers and borrower references and guarantors. Sourcing through DSAs and Dealers is part of indirect sourcing. Further the company sources three wheelers and two wheelers through franchise route on loss sharing basis. The company has about 148 branches spread across 9 states. All these branches are controlled by two centralized offices located at Hyderabad and

Vijayawada. IKF originates all kind of used and new commercial vehicle, utility vehicle, construction equipment, tractor and car loans.

Credit Appraisal Systems

For business generated through direct and indirect sourcing:

IKF has a centralized credit appraisal system from two locations, Hyderabad and Vijayawada. The initial credit assessment of the prospective borrowers is gathered through local Field Investigation (FI) officer at each branch. IKF has an in-house FI team. FI officer does physical verification of borrower's address, assesses the socio-economic condition of the borrower, obtains feedback from neighbours and local people and also verifies the documents submitted. Post FI, branch in-charge / manager also does assessment through his own network and IKF has also appointed external agency for field investigation. Thus in total 3 levels of field investigations are conducted. IKF does not disburse any loan unless the prospective borrower ropes in a guarantor and sometimes also asks for a co- applicant, who is an earning family member. The credit check is also performed for co-borrower or guarantor. IKF also insists on ownership of residential property by immediate family members which provides residential stability. The credit appraisal memo (CAM) of the prospective borrower along with the all the necessary documents become part of the borrower's file maintained for each borrower. After all the documents are collected, the file is sent to respective centralized office either at Hyderabad or Vijayawada depending on source of branch. At centralised office, all the documents in the file are verified before it is sent to the credit team. The credit team at centralised office gives the next level of approval based on underwriting criteria for each product and different types of customers. The credit team has a matrix for computation of permissible Loan-to-Value (LTV) ratio based on the type of the vehicle, profile of the borrower and repayment track record. The borrower is classified as a First Time User (FTU), First Time Borrower (FTB), Transporter Borrower, or a Captive Borrower. In case of any deviation, case is sent to either the managing director or executive director for approval. Management reviews the policies as and when market conditions demand.

For Business generated through Franchise Route:

IKF has tie-ups with various establishments and generates business through franchise route for their two-wheeler and three-wheeler portfolio which operates on 100% loss cover basis. These franchisees are running their own portfolio along with the generating business for other NBFCs. IKF has been running this model in a limited manner with these franchises since 2000. Currently, IKF has tie-up with about XXX franchisees present in Andhra Pradesh, Gujarat and Telangana. This model is now replicated for the majority of business sourced in these states. Since 2000 IKF has never incurred any loss in the franchise business. For the portfolio generated for IKF, these establishments are fully responsible for the underwriting of loans and subsequent collections. However, the underwriting standards are laid down by IKF. IKF takes 10% of the disbursed loan as a security deposit for all loans generated. The deposit will not be adjusted in sync with amortization of the loan and it will be with IKF over the life of the loan. Franchisees also act as additional guarantors over and above the primary guarantor and are responsible for making good any loss caused to IKF in case on non-repayment by borrowers. As per the contract, IKF receives the monthly instalment irrespective of borrower paying the instalment to the franchisee. After completion of credit appraisal by the franchisee, the file is sent to IKF's credit team which then verifies the documents and disbursement is made if all documents are in order. To mitigate risk of business failure of the franchisee IKF is running this program only in the geographies where it has presence and experience. If the franchisee is unable to collect the dues IKF retains the option of using its network to collect the dues form the borrowers. In case of non-recovery, IKF can initiate repossession of the vehicles

(ii) Classification of loans/ advances given to associates, entities/ person relating to board, senior management, promoters, others, etc.;

Nil

(iii) Classification of loans/ advances given, according to type of loans, denomination of loan outstanding by loan to value, sectors, denomination of loans outstanding by ticket size, geographical classification of borrowers, maturity profile etc.;

Finance Amount	AUM	Current	1-30	30-60	60-90	90-120	120-150	150-180	180+
0-1 Lakh	118.96	113.71	2.21	0.79	0.23	0.55	0.69	0.07	0.72
1-2 Lakh	95.07	62.42	14.54	0.01	15.39	0.13	0.31	0.14	2.13
2-3 Lakhs	221.08	159.00	33.64	0.77	18.67	0.04	0.82	1.26	6.88
3-4 Lakhs	278.05	195.54	42.05	4.62	25.77	0.13	0.99	2.24	6.71
4-5 Lakh	299.08	209.90	45.12	9.66	23.05	0.04	0.95	2.91	7.46
5-6 Lakh	285.61	197.88	45.72	12.30	21.65	0.05	0.55	1.83	5.62
6-7 Lakh	264.37	175.38	47.24	11.30	22.64	-	0.61	1.60	5.59
7-8 Lakh	211.70	142.39	35.79	10.92	16.13	0.12	0.80	1.26	4.30
8-9 Lakh	152.51	96.57	30.94	7.11	12.95	0.07	0.59	0.54	3.73
9-10 Lakh	131.39	85.79	22.72	7.68	9.47	0.03	0.56	0.88	4.27
10-15 Lakh	629.75	409.58	118.62	33.69	51.61	0.45	2.00	1.75	12.06
15-20 Lakh	462.32	296.47	95.32	30.81	29.25	0.64	1.36	1.16	7.30
20-25 Lakh	269.29	192.04	49.94	11.88	10.19	0.39	0.55	0.63	3.67
25-35 Lakh	606.11	539.67	41.86	15.57	5.40	0.62	-	0.23	2.78
35-50 Lakh	401.48	330.91	50.42	11.34	4.08	-	-	0.43	4.30
50-75 Lakh	905.20	836.22	40.06	17.39	6.75	0.12	1.63	0.24	2.79
75-1 Cr	64.79	51.48	9.41	1.74	-	-	0.25	-	1.91
1-1.5 Cr	98.28	73.31	5.84	3.69	10.25	-	0.93	1.62	2.64
1.5-2 Cr	64.33	41.12	8.19	7.18	1.09	-	0.60	0.75	5.41
Above 2 Cr	539.78	405.84	46.13	16.68	42.44	10.94	2.32	0.82	14.61
Grand Total	**6,099.16**	**4,615.23**	**785.77**	**215.11**	**327.01**	**14.31**	**16.49**	**20.36**	**104.88**

LTV	AUM	Current	1-30	30-60	60-90	90-120	120-150	150-180	180+
0%-50%	399.51	310.14	38.38	14.85	18.90	1.39	0.65	1.64	13.55
50%-60%	245.64	183.77	35.01	9.99	8.32	0.74	1.33	1.05	5.42
60%-70%	1,087.38	674.96	242.56	20.84	115.26	1.01	4.63	3.13	24.99
70%-80%	1,004.02	698.55	151.37	63.11	55.27	0.49	4.87	5.43	24.93
80%-90%	2,942.18	2,446.41	256.51	90.23	100.58	8.24	4.37	7.48	28.36
90%-100%	420.43	301.40	61.94	16.09	28.67	2.44	0.64	1.62	7.62
Grand Total	**6,099.16**	**4,615.23**	**785.77**	**215.11**	**327.01**	**14.31**	**16.49**	**20.36**	**104.88**

State	AUM	Current	1-30	30-60	60-90	90-120	120-150	150-180	180+
ANDHRA PRADESH	798.92	584.63	108.63	17.46	47.55	3.71	2.61	2.02	32.31
GUJARAT	732.18	569.62	77.95	15.83	47.44	0.31	5.20	2.54	13.28
HARYANA	0.23	0.23	-	-	-	-	-	-	-
KARNATAKA	440.93	295.60	100.60	17.43	20.90	0.02	1.21	1.32	3.85
MADHYA PRADESH	282.73	188.50	36.88	10.98	25.93	5.39	0.95	1.61	12.48
MAHARASHTRA	780.58	552.05	116.88	35.89	59.85	0.36	1.31	3.22	11.01
ODISHA	62.99	43.08	8.96	6.56	4.18	-	-	-	0.20
RAJASTHAN	345.22	232.27	48.35	15.41	27.38	3.85	1.66	3.05	13.24
TAMIL NADU	658.99	468.84	91.91	31.29	49.75	0.12	1.88	3.01	12.19
TELANGANA STATE	1,996.42	1,680.41	195.60	64.26	44.03	0.55	1.67	3.59	6.31

Grand Total	**6,099.16**	**4,615.23**	**785.77**	**215.11**	**327.01**	**14.31**	**16.49**	**20.36**	**104.88**

(iv) Aggregated exposure to the top 20 borrowers with respect to the concentration of advances, exposures to be disclosed in the manner as prescribed by RBI in its stipulations on Corporate Governance for NBFCs or HFCs, from time to time;

Top 20 Customers as on 31.12.2025 **Rs. In C**

Sr. No	Customer ID	Product	DPD	Loan Amount	O/S Amt
1	182776	SME - NBFC	0	30.00	18.75
2	432945	Commercial Vehicles	0	24.98	16.96
3	415017	SME - NBFC	90	30.00	15.07
4	413112	SME - NBFC	0	40.00	14.72
5	443381	Commercial Vehicles	0	18.50	13.16
6	593387	Commercial Vehicles	0	14.58	12.91
7	227749	Commercial Vehicles	0	32.36	12.44
8	542600	Commercial Vehicles	0	16.00	11.14
9	263084	SME - NBFC	0	32.00	10.45
10	594702	SME - NBFC	0	12.50	10.42
11	466274	Construction Equipment	22	15.00	10.25
12	562667	Commercial Vehicles	14	15.00	10.11
13	647758	Commercial Vehicles	0	10.00	10.00
14	506132	SME - NBFC	0	25.00	9.87
15	433457	Commercial Vehicles	0	15.00	9.40
16	433416	SME	0	15.00	9.33
17	498075	Construction Equipment	0	16.50	8.94
18	419322	SME - NBFC	0	20.00	8.87
19	429293	SME - NBFC	0	30.00	8.75
20	441069	Construction Equipment	0	13.50	8.56
				425.92	**230.11**

(v) Details of loans, overdue and classified as non-performing in accordance with RBI stipulations;

Classification	As on Dec 31, 2025
Standard	5,194.63
NPA	141.80
Off Book	762.73
Total	6,099.16

B. In order to allow investors to better assess the debt securities issued by the NBFC/ HFC, the following disclosures shall also be made by such issuers in their offer documents:

1. A portfolio summary with regard to industries/ sectors to which borrowings have been granted by NBFCs;

As on December 31, 2025

Rs Crs

Product	AUM	Current	1-30	30-60	60-90	90-120	120-150	150-180	180+

Cars & Muvs	1,033.81	771.10	137.07	29.20	66.29	0.21	2.70	6.03	21.21
Commercial Vehicles	2,231.34	1,481.36	409.62	108.45	177.29	1.10	7.58	9.07	36.87
Construction Equipment	1,896.31	1,632.20	151.48	58.89	39.49	0.02	3.67	2.90	7.67
SME & Other Advances	563.77	423.39	68.88	17.01	17.94	1.38	1.38	2.02	31.77
Onward Lending to NBFCs	238.09	204.57	5.63	-	15.20	10.94	-	-	1.76
Two & Three Wheeler	65.81	44.79	5.54	0.08	8.42	0.66	0.98	0.13	5.22
Tractor	62.03	50.62	7.55	0.71	2.39	-	0.17	0.20	0.38
LAP Pool Buyout	7.99	7.21	-	0.77	-	-	-	0.02	-
Grand Total	**6,099.16**	**4,615.23**	**785.77**	**215.11**	**327.01**	**14.31**	**16.49**	**20.36**	**104.88**

2. **NPA exposures of the issuer for the last three financial years (both gross and net exposures) and provisioning made for the same as per the last audited financial statements of the issuer;**

Particulars	2023	2024	2025
GNPA	2.83%	2.35%	2.24%
NNPA	2.26%	1.80%	1.50%
PCR	20.75%	23.61%	33.60%

3. **Quantum and percentage of secured vis-à-vis unsecured borrowings granted by NBFCs; and**

   3525.37 Cr, 100% Secured

4. **Any change in promoters' holdings during the last financial year beyond the threshold, as prescribed by RBI from time to time.**

   Nil

C. NBFCs shall provide disclosures on the basis of the following draft template:

1. **Classification of loans/ advances given according to:**

Sl. No.	**Type of loans**	**Rs Crore**
1	Secured	6,099.16
2	Unsecured	0.00
	Total assets under management (AUM)*^	6,099.16

*Information required at borrower level (and not by loan account as customer may have multiple loan accounts); ^Issuer is also required to disclose off balance sheet items;

2. **Denomination of loans outstanding by loan-to-value:**

Sl. No.	**LTV (at the time of origination)**	**Percentage of AUM**
1	Upto 50%	6.55%
2	50-60%	4.03%
3	60-70%	17.83%
4	70-80%	16.46%
5	80-90%	48.24%
6	>90%	6.89%
	Total	100.00%

3. **Sectoral exposure:**

Sl. No.	**Segment-wise break-up of AUM**	**Percentage of AUM**

1.	**Retail**	**86.72%**
A	Cars & Muvs	16.95%
B	Commercial Vehicles	36.58%
C	Construction Equipment	31.09%
D	Three Wheeler	1.08%
E	Tractor	1.02%
2	**Wholesale**	**13.28%**
A	SME & Other Advances	9.24%
B	Onward Lending to NBFCs	3.90%
C	LAP Pool Buyout	0.13%
	Total	**100.00%**

4. Denomination of loans outstanding by ticket size*:

Sl. No.	**Ticket size (at the time of origination)**	**Percentage of AUM**
1	< 1 lakh	1.95%
2	1-2 Lakh	1.56%
3	2-3 Lakh	3.62%
4	3-4 Lakh	4.56%
5	4-5 Lakh	4.90%
6	5-6 Lakh	4.68%
7	6-7 Lakh	4.33%
8	7-8 Lakh	3.47%
9	8-9 Lakh	2.50%
10	9-10 Lakh	2.15%
11	10-15 Lakh	10.33%
12	15-20 Lakh	7.58%
13	20-25 Lakh	4.42%
14	25-35 Lakh	9.94%
15	35-50 Lakh	6.58%
16	50-75 Lakh	14.84%
17	75-1 Cr	1.06%
18	1-1.5 Cr	1.61%
19	1.5-2 Cr	1.05%
20	> 2 Cr	8.85%
	Total	100.00%

* Information required at the borrower level (and not by loan account as a customer may have multiple loan accounts);

5. Geographical classification of borrowers:

<u>Top 5 states borrower wise</u>

Sl. No.	**Top 5 states**	**Percentage of AUM**
1	Telangana	32.73%
2	Andhra Pradesh	13.10%
3	Maharashtra	12.80%
4	Gujarat	12.00%
5	Tamilnadu	10.80%
	Total	81.44%

6. Details of loans overdue and classified as non-performing in accordance with RBI's stipulations:

Movement of gross NPA:

Movement of gross NPA*	Rs. Crore
Opening gross NPA	124.37
- Additions during the year	17.43
- Reductions/Write offs during the year	-
Closing balance of gross NPA	141.80

*Please indicate the gross NPA recognition policy (Day's Past Due)

7. Movement of provisions for NPA

Movement of provisions for NPA	Rs. Crore
Opening balance	34.43
+/- Provisions/Write offs made during the year	13.18
Closing balance	47.61

8. Segment-wise gross NPA:

Sl. No.	Segment-wise gross NPA	Gross NPA (%)
1.	**Retail**	
A	Cars & Muvs	3.28%
B	Commercial Vehicles	2.70%
C	Construction Equipment	0.84%
D	Two & Three Wheeler	9.72%
E	Tractor	1.48%
2	**Wholesale**	
A	SME & Other Advances	7.27%
B	Onward Lending to NBFCs	5.32%
C	Others	0.23%
	Total	2.66%

9. **Residual maturity profile of assets and liabilities (in line with the RBI format):**

Residual maturity profile of assets and liabilities:

Liabilities	0-1 month	1-2 months	2-3 months	>3 <6 months	>6 <12 months	>12 <36 months	>36 <60 months	>60 months	Total
Equity Capital	0.00	0.00	0.00	0.00	0.00	0.00	0.00	90.94	90.94
Reserves & Surplus	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1750.21	1750.21
Tier II Capital	0.11	0.00	0.00	0.00	25.00	140.00	0.00	0.00	165.11
Secured NCDs	9.76	0.97	12.16	41.96	278.25	449.75	0.00	0.00	792.84
Working Capital Limits	0.00	0.00	0.00	0.00	9.16	0.00	0.00	0.00	9.16
Term Loan from Banks	108.56	64.55	104.44	270.64	523.40	1322.17	214.98	7.50	2616.25
Corporate Debts	18.73	14.17	21.64	50.21	171.60	225.91	0.00	0.00	502.25
Borrowings from Others	11.72	10.56	10.81	29.97	55.41	104.59	0.00	0.00	223.06

Un-Secured NCDs	0.11	0.00	0.00	0.00	25.00	140.00	0.00	0.00	165.11
Security Deposits	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Statutory Dues Payable	3.58	0.00	0.00	0.00	0.00	5.83	0.00	0.00	9.41
Other Current Liabilities	54.47	9.97	1.70	4.78	5.75	8.41	4.14	1.30	90.52
Provision for NPA	0.00	0.00	0.00	0.00	0.00	48.01	0.00	0.00	48.01
Provision for Standard Assets	0.00	0.00	0.00	0.00	0.00	30.46	0.00	0.00	30.46
Total	206.92	100.22	150.74	397.56	1068.57	2335.13	219.13	1849.95	6328.21
Assets	0.00								
Fixed Assets	0.00	0.00	0.00	0.00	0.00	0.00	0.00	40.98	40.98
Cash on Hand	0.54	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.54
Cash at Bank	177.49	0.00	0.00	0.00	0.00	0.00	0.00	0.00	177.49
FDs with Banks	5.00	0.00	0.00	0.00	33.60	0.00	0.00	0.00	38.60
Loans & Advances- Standard	299.08	154.04	155.54	458.94	868.71	2603.19	532.57	121.43	5193.50
Loans & Advances- Sub-Standard	0.00	0.00	0.00	0.00	0.00	0.00	108.46	1.94	110.40
Loans & Advances- Doutful	0.00	0.00	0.00	0.00	0.00	0.00	0.00	32.54	32.54
Short Term Investment in MLDs	0.00	0.00	0.00	236.90	0.00	0.00	24.01	367.78	628.70
Investment in Subsidiary	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Other Assets	0.01	0.00	4.68	0.00	2.20	69.55	0.00	29.04	105.47
Total	482.12	154.04	160.22	695.84	904.51	2672.74	665.05	593.70	**6328.21**
Mismatch	275.19	53.82	9.48	298.28	-164.06	337.61	445.92	-1256.25	0.00
Cumulative Mismatch	275.19	329.01	338.49	636.77	472.72	810.33	1256.25	0.00	0.00

*FCA – Foreign Currency Assets; FCL – Foreign Currency Liabilities;

10. Disclosure of latest ALM statements to stock exchange:

Please refer to Annexure IX of this General Information Document.

11. In case the issuer is a Non-Banking Finance Company (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:

S No.	**Name of the Borrower (A)**	**Amount of Advances /exposures to such borrower (Group) (Rs. Crore) (B)**	**Percentage of Exposure (C)= B/Total Assets Under Management**
NA	**NA**	**NA**	**NA**

ANNEXURE VII: ALM STATEMENTS AS ON 31ST MARCH 2025

Where the issuer is a Non-Banking Finance Company or Housing Finance Company the following disclosures on Asset Liability Management (ALM) shall be provided for the latest audited financials:

Table 2: Statement of Structural Liquidity

Particulars		0 day to 7 days	8 days to 14 days	15 days to 30/31 days (One month)	Over one month and upto 2 months	Over two months and upto 3 months	Over 3 months and upto 6 months	Over 6 months and upto 1 year	Over 1 year and upto 3 years	Over 3 years and upto 5 years	Total	Remarks	Actual outflow/inflow during last 1 month, starting from 1st of last month: 0 day to 7 days	8 days to 14 days	15 days to 30/31 days
		X010	X020	X030	X040	X050	X060	X070	X080	X090	X110	X120	X130	X140	X150
A. OUTFLOWS															
1.Capital (i+ii+iii+iv)	**Y010**	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	9,093.58	.	0.00	0.00	0.00
(i) Equity Capital	**Y020**	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	9,093.58	.	0.00	0.00	0.00
(ii) Perpetual / Non Redeemable Preference Shares	**Y030**	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	.	0.00	0.00	0.00
(iii)) Non-Perpetual / Redeemable Preference Shares	**Y040**	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	.	0.00	0.00	0.00
(iv) Others	**Y050**	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	.	0.00	0.00	0.00

2.Reserves & Surplus (i+ii+iii+iv+v+vi+vii+viii+ix+x+xi+xii+xii+xiii)	**Y060**	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,75,020.83	.	0.00	0.00	0.00
(i) Share Premium Account	**Y070**	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,17,231.17	.	0.00	0.00	0.00
(ii) General Reserves	**Y080**	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,396.10	.	0.00	0.00	0.00
(iii) Statutory/Special Reserve (Section 45-IC reserve to be shown separately below item no.(vii))	**Y090**	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	.	0.00	0.00	0.00
(iv) Reserves under Sec 45-IC of RBI Act 1934	**Y100**	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	9,692.03	.	0.00	0.00	0.00
(v) Capital Redemption Reserve	**Y110**	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	.	0.00	0.00	0.00
(vi) Debenture Redemption Reserve	**Y120**	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	.	0.00	0.00	0.00

(vii) Other Capital Reserves	**Y130**	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	32.50	.	0.00	0.00	0.00
(viii) Other Revenue Reserves	**Y140**	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	309.67	.	0.00	0.00	0.00
(ix) Investment Fluctuation Reserves/ Investment Reserves	**Y150**	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	.	0.00	0.00	0.00
(x) Revaluation Reserves (a+b)	**Y160**	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	.	0.00	0.00	0.00
(a) Revl. Reserves - Property	**Y170**	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	.	0.00	0.00	0.00
(b) Revl. Reserves - Financial Assets	**Y180**	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	.	0.00	0.00	0.00
(xi) Share Application Money Pending Allotment	**Y190**	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	.	0.00	0.00	0.00
(xii) Others (Please mention)	**Y200**	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	.	0.00	0.00	0.00
(xiii) Balance of profit and loss account	**Y210**	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	45,359.36	.	0.00	0.00	0.00
3.Gifts, Grants, Donations & Benefactions	**Y220**	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	.	0.00	0.00	0.00
4.Bonds & Notes (i+ii+iii)	**Y230**	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	.	0.00	0.00	0.00

(i) Plain Vanilla Bonds (As per residual maturity of the instruments)	**Y240**	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	.	0.00	0.00	0.00
(ii) Bonds with embedded call / put options including zero coupon / deep discount bonds (As per residual period for the earliest exercise date for the embedded option)	**Y250**	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	.	0.00	0.00	0.00
(iii) Fixed Rate Notes	**Y260**	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	.	0.00	0.00	0.00
5.Deposits (i+ii)	**Y270**	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	.	0.00	0.00	0.00
(i) Term Deposits from Public	**Y280**	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	.	0.00	0.00	0.00
(ii) Others	**Y290**	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	.	0.00	0.00	0.00
6.Borrowings (i+ii+iii+iv+v+vi+vii+viii+ix+x+xi+xii+xiii+xiv)	**Y300**	5,361.67	1,031.57	8,494.77	9,024.94	14,904.51	39,277.94	1,06,281.69	2,24,241.50	21,498.34	4,30,866.93	.	3,887.01	802.54	12,448.84
(i) Bank Borrowings (a+b+c+d+e+f)	**Y310**	4,257.06	495.26	6,103.76	6,455.11	10,443.95	27,064.11	53,256.09	1,32,217.06	21,498.34	2,62,540.74	.	3,003.64	495.97	7,931.26
a) Bank Borrowings in the nature of Term Money Borrowings (As per residual maturity)	**Y320**	4,257.06	495.26	6,103.76	6,455.11	10,443.95	27,064.11	52,340.41	1,32,217.06	21,498.34	2,61,625.06	.	3,003.64	495.97	7,931.26
b) Bank Borrowings in	**Y330**	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	.	0.00	0.00	0.00

the nature of WCDL															
c) Bank Borrowings in the nature of Cash Credit (CC)	**Y340**	0.00	0.00	0.00	0.00	0.00	0.00	915.68	0.00	0.00	915.68	.	0.00	0.00	0.00
d) Bank Borrowings in the nature of Letter of Credit (LCs)	**Y350**	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	.	0.00	0.00	0.00
e) Bank Borrowings in the nature of ECBs	**Y360**	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	.	0.00	0.00	0.00
f) Other bank borrowings	**Y370**	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	.	0.00	0.00	0.00
(ii) Inter Corporate Deposits (Other than Related Parties) (These being institutional / wholesale deposits, shall be slotted as per their residual maturity)	**Y380**	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	.	0.00	0.00	0.00
(iii) Loans from Related Parties (including ICDs)	**Y390**	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	.	0.00	0.00	0.00
(iv) Corporate Debts	**Y400**	819.11	536.31	517.93	1,416.84	2,163.57	5,020.83	17,159.60	22,590.61	0.00	50,224.80	.	883.37	306.57	1,438.83
(v) Borrowings from Central Government / State Government	**Y410**	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	.	0.00	0.00	0.00
(vi) Borrowings from RBI	**Y420**	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	.	0.00	0.00	0.00
(vii) Borrowings from Public Sector Undertakings (PSUs)	**Y430**	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	.	0.00	0.00	0.00

(viii) Borrowings from Others (Please specify)	**Y440**	0.00	0.00	1,172.25	1,056.41	1,081.10	2,996.81	5,540.99	10,458.93	0.00	(	22,306.49	.	0.00	0.00	1,226.93
(ix) Commercial Papers (CPs)	**Y450**	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	(	0.00	.	0.00	0.00	0.00
Of which; (a) To Mutual Funds	**Y460**	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	(	0.00	.	0.00	0.00	0.00
(b) To Banks	**Y470**	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	(	0.00	.	0.00	0.00	0.00
(c) To NBFCs	**Y480**	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	(	0.00	.	0.00	0.00	0.00
(d) To Insurance Companies	**Y490**	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	(	0.00	.	0.00	0.00	0.00
(e) To Pension Funds	**Y500**	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	(	0.00	.	0.00	0.00	0.00
(f) To Others (Please specify)	**Y510**	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	(	0.00	.	0.00	0.00	0.00
(x) Non - Convertible Debentures (NCDs) (A+B)	**Y520**	285.50	0.00	690.19	96.58	1,215.89	4,196.19	27,825.01	44,974.90	0.00	(	79,284.26	.	0.00	0.00	1,842.02
A. Secured (a+b+c+d+e+f+g)	**Y530**	285.50	0.00	690.19	96.58	1,215.89	4,196.19	27,825.01	44,974.90	0.00	(	79,284.26	.	0.00	0.00	1,842.02
Of which; (a) Subscribed by Retail Investors	**Y540**	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	(	0.00	.	0.00	0.00	0.00
b) Subscribed by Banks	**Y550**	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	(	0.00	.	0.00	0.00	0.00
c) Subscribed by NBFCs	**Y560**	285.50	0.00	690.19	96.58	1,215.89	4,196.19	27,825.01	44,974.90	0.00	(	79,284.26	.	0.00	0.00	1,842.02

d) Subscribed by Mutual Funds	**Y570**	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	.	0.00	0.00	0.00
e) Subscribed by Insurance Companies	**Y580**	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	.	0.00	0.00	0.00
f) Subscribed by Pension Funds	**Y590**	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	.	0.00	0.00	0.00
g) Others (Please specify)	**Y600**	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	.	0.00	0.00	0.00
B. Un-Secured (a+b+c+d+e+f+g)	**Y610**	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	.	0.00	0.00	0.00
Of which; (a) Subscribed by Retail Investors	**Y620**	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	.	0.00	0.00	0.00
b) Subscribed by Banks	**Y630**	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	.	0.00	0.00	0.00
c) Subscribed by NBFCs	**Y640**	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	.	0.00	0.00	0.00
d) Subscribed by Mutual Funds	**Y650**	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	.	0.00	0.00	0.00
e) Subscribed by Insurance Companies	**Y660**	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	.	0.00	0.00	0.00

f) Subscribed by Pension Funds	**Y670**	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	(	0.00	.	0.00	0.00	0.00
g) Others (Please specify)	**Y680**	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	(	0.00	.	0.00	0.00	0.00
(xi) Convertible Debentures (A+B) (Debentures with embedded call / put options As per residual period for the earliest exercise date for the embedded option)	**Y690**	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	(	0.00	.	0.00	0.00	0.00
A. Secured (a+b+c+d+e+f+g)	**Y700**	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	(	0.00	.	0.00	0.00	0.00
Of which; (a) Subscribed by Retail Investors	**Y710**	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	(	0.00	.	0.00	0.00	0.00
b) Subscribed by Banks	**Y720**	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	(	0.00	.	0.00	0.00	0.00
c) Subscribed by NBFCs	**Y730**	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	(	0.00	.	0.00	0.00	0.00
d) Subscribed by Mutual Funds	**Y740**	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	(	0.00	.	0.00	0.00	0.00
e) Subscribed by Insurance Companies	**Y750**	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	(	0.00	.	0.00	0.00	0.00
f)	**Y760**	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	(	0.00	.	0.00	0.00	0.00

Subscribed by Pension Funds																
g) Others (Please specify)	**Y770**	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	.	0.00	0.00	0.00
B. Un-Secured (a+b+c+d+e+f+g)	**Y780**	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	.	0.00	0.00	0.00
Of which; (a) Subscribed by Retail Investors	**Y790**	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	.	0.00	0.00	0.00
b) Subscribed by Banks	**Y800**	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	.	0.00	0.00	0.00
c) Subscribed by NBFCs	**Y810**	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	.	0.00	0.00	0.00
d) Subscribed by Mutual Funds	**Y820**	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	.	0.00	0.00	0.00
e) Subscribed by Insurance Companies	**Y830**	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	.	0.00	0.00	0.00
f) Subscribed by Pension Funds	**Y840**	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	.	0.00	0.00	0.00
g) Others (Please specify)	**Y850**	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	.	0.00	0.00	0.00
(xii) Subordinate Debt	**Y860**	0.00	0.00	10.64	0.00	0.00	0.00	2,500.00	14,000.00	0.00		16,510.64	.	0.00	0.00	9.80

(xiii) Perpetual Debt Instrument	**Y870**	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	.	0.00	0.00	0.00
(xiv) Security Finance Transactions(a+b+c+d)	**Y880**	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	.	0.00	0.00	0.00
a) Repo (As per residual maturity)	**Y890**	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	.	0.00	0.00	0.00
b) Reverse Repo (As per residual maturity)	**Y900**	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	.	0.00	0.00	0.00
c) CBLO (As per residual maturity)	**Y910**	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	.	0.00	0.00	0.00
d) Others (Please Specify)	**Y920**	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	.	0.00	0.00	0.00
7.Current Liabilities & Provisions (a+b+c+d+e+f+g+h)	**Y930**	209.40	4,791.97	445.28	996.62	169.73	478.35	574.82	8,999.53	117.55	16,899.07	.	0.00	0.00	0.00
a) Sundry creditors	**Y940**	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	.	0.00	0.00	0.00
b) Expenses payable (Other than Interest)	**Y950**	0.00	4,784.05	442.87	989.04	0.00	0.00	298.05	170.38	0.00	6,684.39	.	0.00	0.00	0.00
(c) Advance income received from borrowers pending adjustment	**Y960**	209.40	7.92	2.41	7.58	169.73	478.35	276.77	670.47	103.05	2,041.50	.	0.00	0.00	0.00
(d) Interest payable on deposits and borrowings	**Y970**	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	.	0.00	0.00	0.00
(e) Provisions for Standard Assets	**Y980**	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3,045.78	0.00	3,045.78	.	0.00	0.00	0.00

(f) Provisions for Non Performing Assets (NPAs)	**Y990**	0.00	0.00	0.00	0.00	0.00	0.00	0.00	4,801.48	0.00	(	4,801.48	.		0.00	0.00	0.00
(g) Provisions for Investment Portfolio (NPI)	**Y1000**	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	(	0.00	.		0.00	0.00	0.00
(h) Other Provisions (Please Specify)	**Y1010**	0.00	0.00	0.00	0.00	0.00	0.00	0.00	311.42	14.50	(	325.92	.		0.00	0.00	0.00
8.Statutory Dues	**Y1020**	212.08	145.48	0.00	0.00	0.00	0.00	0.00	583.41	0.00	(	940.97	.		0.00	0.00	0.00
9.Unclaimed Deposits (i+ii)	**Y1030**	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	(	0.00	.		0.00	0.00	0.00
(i) Pending for less than 7 years	**Y1040**	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	(	0.00	.		0.00	0.00	0.00
(ii) Pending for greater than 7 years	**Y1050**	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	(	0.00	.		0.00	0.00	0.00
10.Any Other Unclaimed Amount	**Y1060**	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	(	0.00	.		0.00	0.00	0.00
11.Debt Service Realisation Account	**Y1070**	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	(	0.00	.		0.00	0.00	0.00
12.Other Outflows	**Y1080**	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	(	0.00	.		0.00	0.00	0.00
13.Outflows On Account of Off Balance Sheet (OBS) Exposure (i+ii+iii+iv+v+vi+vii)	**Y1090**	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	(	0.00	.		0.00	0.00	0.00
(i)Loan commitments pending disbursal	**Y1100**	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	(	0.00	.		0.00	0.00	0.00
(ii)Lines of credit committed to other institution	**Y1110**	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	(	0.00	.		0.00	0.00	0.00

(iii)Total Letter of Credits	**Y1120**	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	.	0.00	0.00	0.00
(iv)Total Guarantees	**Y1130**	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	.	0.00	0.00	0.00
(v) Bills discounted/rediscounted	**Y1140**	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	.	0.00	0.00	0.00
(vi)Total Derivative Exposures (a+b+c+d+e+f+g+h)	**Y1150**	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	.	0.00	0.00	0.00
(a) Forward Forex Contracts	**Y1160**	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	.	0.00	0.00	0.00
(b) Futures Contracts	**Y1170**	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	.	0.00	0.00	0.00
(c) Options Contracts	**Y1180**	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	.	0.00	0.00	0.00
(d) Forward Rate Agreements	**Y1190**	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	.	0.00	0.00	0.00
(e) Swaps - Currency	**Y1200**	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	.	0.00	0.00	0.00
(f) Swaps - Interest Rate	**Y1210**	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	.	0.00	0.00	0.00
(g) Credit Default Swaps	**Y1220**	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	.	0.00	0.00	0.00
(h) Other Derivatives	**Y1230**	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	.	0.00	0.00	0.00
(vii)Others	**Y1240**	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	.	0.00	0.00	0.00

A. TOTAL OUTFLOWS (A) (Sum of 1 to 13)	**Y1250**	5,783.15	5,969.02	8,940.05	10,021.56	15,074.24	39,756.29	1,06,856.51	2,33,824.44	21,615.89		6,32,821.38	.	3,887.01	802.54	12,448.84
A1. Cumulative Outflows	**Y1260**	5,783.15	11,752.17	20,692.22	30,713.78	45,788.02	85,544.31	1,92,400.82	4,26,225.26	4,47,841.15		6,32,821.38	.	3,887.01	4,689.55	17,138.39
B. INFLOWS																
1. Cash (In 1 to 30/31 day time-bucket)	**Y1270**	53.58	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		53.58	.	0.00	0.00	0.00
2. Remittance in Transit	**Y1280**	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	.	0.00	0.00	0.00
3. Balances With Banks	**Y1290**	6,799.12	11,450.00	0.00	0.00	0.00	0.00	3,360.18	0.00	0.00		21,609.30	.	0.00	0.00	0.00
a) Current Account (The stipulated minimum balance be shown in 6 months to 1 year bucket. The balance in excess of the minim balance be shown in 1 to 30 day time bucket)	**Y1300**	6,799.12	10,950.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		17,749.12	.	0.00	0.00	0.00
b) Deposit Accounts /Short-Term Deposits (As per residual maturity)	**Y1310**	0.00	500.00	0.00	0.00	0.00	0.00	3,360.18	0.00	0.00		3,860.18	.	0.00	0.00	0.00
4.Investments (i+ii+iii+iv+v)	**Y1320**	0.00	0.00	0.00	23,690.45	0.00	0.00	0.00	0.00	2,401.47		62,869.61	.	0.00	0.00	0.00

(i)Statutory Investments (only for NBFCs-D)	**Y1330**	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	.	0.00	0.00	0.00
(ii) Listed Investments	**Y1340**	0.00	0.00	0.00	23,690.45	0.00	0.00	0.00	0.00	2,401.47	26,091.92	.	0.00	0.00	0.00
(a) Current	**Y1350**	0.00	0.00	0.00	23,690.45	0.00	0.00	0.00	0.00	0.00	23,690.45	.	0.00	0.00	0.00
(b) Non-current	**Y1360**	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,401.47	2,401.47	.	0.00	0.00	0.00
(iii) Unlisted Investments	**Y1370**	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	36,777.69	.	0.00	0.00	0.00
(a) Current	**Y1380**	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	.	0.00	0.00	0.00
(b) Non-current	**Y1390**	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	36,777.69	.	0.00	0.00	0.00
(iv) Venture Capital Units	**Y1400**	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	.	0.00	0.00	0.00
(v) Others (Please Specify)	**Y1410**	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	.	0.00	0.00	0.00

5.Advances (Performing)	**Y1420**	4,036.09	2,972.73	22,898.95	15,403.66	15,554.47	45,894.03	86,870.84	2,60,319.39	53,256.83	5,19,350.36	.	7,126.78	5,831.05	11,949.97
(i) Bills of Exchange and Promissory Notes discounted & rediscounted (As per residual usance of the underlying bills)	**Y1430**	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	.	0.00	0.00	0.00
(ii) Term Loans (The cash inflows on account of the interest and principal of the loan may be slotted in respective time buckets as per the timing of the cash flows as stipulated in the original / revised repayment schedule)	**Y1440**	4,036.09	2,972.73	22,898.95	15,403.66	15,554.47	45,894.03	86,870.84	2,60,319.39	53,256.83	5,19,350.36	.	7,126.78	5,831.05	11,949.97
(a) Through Regular Payment Schedule	**Y1450**	4,036.09	2,972.73	22,898.95	15,403.66	15,554.47	45,894.03	86,870.84	2,60,319.39	53,256.83	5,19,350.36	.	7,126.78	5,831.05	11,949.97
(b) Through Bullet Payment	**Y1460**	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	.	0.00	0.00	0.00
(iii) Interest to be serviced through regular schedule	**Y1470**	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	.	0.00	0.00	0.00

(iv) Interest to be serviced to be in Bullet Payment	**Y1480**	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	.	0.00	0.00	0.00
6.Gross Non-Performing Loans (GNPA)	**Y1490**	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10,846.30	14,293.40	.	48.45	53.37	59.48
(i) Substandard	**Y1500**	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10,846.30	11,039.80	.	48.05	52.97	57.77
(a) All over dues and instalments of principal falling due during the next three years (In the 3 to 5 year time-bucket)	**Y1510**	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10,846.30	10,846.30	.	48.05	52.97	57.77
(b) Entire principal amount due beyond the next three years (In the over 5 years time-bucket)	**Y1520**	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	193.50	.	0.00	0.00	0.00
(ii) Doubtful and loss	**Y1530**	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3,253.60	.	0.40	0.40	1.71
(a) All instalments of principal falling due during the	**Y1540**	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3,229.51	.	0.40	0.40	1.71

next five years as also all over dues (In the over 5 years time-bucket)																
(b) Entire principal amount due beyond the next five years (In the over 5 years time-bucket)	**Y1550**	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		24.09	.	0.00	0.00	0.00
7. Inflows From Assets On Lease	**Y1560**	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	.	0.00	0.00	0.00
8. Fixed Assets (Excluding Assets On Lease)	**Y1570**	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		4,097.86	.	0.00	0.00	0.00
9. Other Assets :	**Y1580**	0.00	0.00	1.04	0.00	467.55	0.00	219.69	6,954.84	0.00		10,547.27	.	0.00	0.00	0.00
(a) Intangible assets & other non-cash flow items (In the 'Over 5 year time bucket)	**Y1590**	0.00	0.00	0.00	0.00	467.55	0.00	0.00	0.00	0.00		3,371.70	.	0.00	0.00	0.00
(b) Other items (e.g. accrued income, other receivables, staff loans, etc.) (In respective maturity buckets as per	**Y1600**	0.00	0.00	1.04	0.00	0.00	0.00	219.69	6,954.84	0.00		7,175.57	.	0.00	0.00	0.00

the timing of the cash flows)																
(c) Others	**Y1610**	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	.	0.00	0.00	0.00
10.Security Finance Transactions (a+b+c+d)	**Y1620**	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	.	0.00	0.00	0.00
a) Repo (As per residual maturity)	**Y1630**	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	.	0.00	0.00	0.00
b) Reverse Repo (As per residual maturity)	**Y1640**	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	.	0.00	0.00	0.00
c) CBLO (As per residual maturity)	**Y1650**	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	.	0.00	0.00	0.00
d) Others (Please Specify)	**Y1660**	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	.	0.00	0.00	0.00
11.Inflows On Account of Off Balance Sheet (OBS) Exposure (i+ii+iii+iv+v)	**Y1670**	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	.	0.00	0.00	0.00
(i)Loan committed by other institution pending disbursal	**Y1680**	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	.	0.00	0.00	0.00
(ii)Lines of credit committed by other institution	**Y1690**	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	.	0.00	0.00	0.00
(iii) Bills discounted/rediscounted	**Y1700**	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	.	0.00	0.00	0.00
(iv)Total Derivative Exposures (a+b+c+d+e+f+g+h)	**Y1710**	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	.	0.00	0.00	0.00
(a) Forward Forex Contracts	**Y1720**	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	.	0.00	0.00	0.00

(b) Futures Contracts	**Y1730**	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	.	0.00	0.00	0.00
(c) Options Contracts	**Y1740**	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	.	0.00	0.00	0.00
(d) Forward Rate Agreements	**Y1750**	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	.	0.00	0.00	0.00
(e) Swaps - Currency	**Y1760**	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	.	0.00	0.00	0.00
(f) Swaps - Interest Rate	**Y1770**	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	.	0.00	0.00	0.00
(g) Credit Default Swaps	**Y1780**	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	.	0.00	0.00	0.00
(h) Other Derivatives	**Y1790**	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	.	0.00	0.00	0.00
(v)Others	**Y1800**	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	.	0.00	0.00	0.00
B. TOTAL INFLOWS (B) (Sum of 1 to 11)	**Y1810**	10,888.79	14,422.73	22,899.99	39,094.11	16,022.02	45,894.03	90,450.71	2,67,274.23	66,504.60		6,32,821.38	.	7,175.23	5,884.42	12,009.45
C. Mismatch (B - A)	**Y1820**	5,105.64	8,453.71	13,959.94	29,072.55	947.78	6,137.74	-16,405.80	33,449.79	44,888.71		0.00	.	3,288.22	5,081.88	-439.39

D. Cumulative Mismatch	**Y1830**	5,105.64	13,559.35	27,519.29	56,591.84	57,539.62	63,677.36	47,271.56	80,721.35	1,25,610.06	0.00	.	3,288.22	8,370.10	7,930.71
E. Mismatch as % of Total Outflows	**Y1840**	88.28%	141.63%	156.15%	290.10%	6.29%	15.44%	-15.35%	14.31%	207.67%	0.00%	.	84.60%	633.22%	-3.53%
F. Cumulative Mismatch as % of Cumulative Total Outflows	**Y1850**	88.28%	115.38%	132.99%	184.26%	125.67%	74.44%	24.57%	18.94%	28.05%	0.00%	.	84.60%	178.48%	46.27%

ANNEXURE VIII: BOARD RESOLUTION

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ANNEXURE IX: SHAREHOLDERS RESOLUTION

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ANNEXURE X: DUE DILIGENCE CERTIFICATE BY THE DEBENTURE TRUSTEE

(As specified in the relevant Key Information Document)

ANNEXURE XI: CONSENT LETTER OF THE REGISTRAR AND TRANSFER AGENT

(As specified in the relevant Key Information Document)

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

KEY INFORMATION DOCUMENT

IKF FINANCE LIMITED
(“**Issuer**” / “**Company**”)

A public limited company incorporated under the provisions of the Companies Act 1956 and validly existing under the provisions of the Companies Act, 2013.

Key Information Document for issue of Debentures on a private placement basis dated: March 05, 2026

ISSUE OF UP TO 2,50,000 (TWO LAKH 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 250,00,00,000/- (INDIAN RUPEES TWO HUNDRED AND FIFTY CRORE ONLY) (“NCDS” OR “DEBENTURES”), COMPRISING OF:
(A) A BASE ISSUE OF UP TO 1,00,000 (ONE LAKH) 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 100,00,00,000/- (INDIAN RUPEES ONE HUNDRED CRORE ONLY); AND
(B) A GREEN SHOE OPTION OF UP TO 1,50,000 (ONE LAKH 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 150,00,00,000/- (INDIAN RUPEES ONE HUNDRED AND FIFTY CRORE ONLY) (“GREEN SHOE OPTION”),
IN A DEMATERIALISED FORM, ON A PRIVATE PLACEMENT BASIS (THE “ISSUE”) (HEREINAFTER REFFERED TO AS “DEBENTURES”) BY IKF FINANCE LIMITED (THE “COMPANY”) OR (“ISSUER”).

This Key Information Document shall be read in conjunction with the General Information Document dated February 27, 2026.

PART A: DISCLOSURES AS PER SEBI NCS Regulations:

Please see below the disclosures as required under the terms of the SEBI NCS Regulations (as defined below):

S. No.	Particulars	Relevant Disclosure
1.	**Details of debenture trustee for the Issue:**	Name: Catalyst Trusteeship Limited Address: 901,9th Floor, Tower – B, Peninsula Business Park, Senapati Bapat Marg, Lower Parel (W), Mumbai - 400013, India

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

		Logo: CATALYST Believe In Yourself... Trust Us! Telephone Number: 022-49220555 Email address: compliancectl-mumbai@ctltrustee.com Contact person: Mr. Umesh Salvi, Managing Director
2.	**Details of credit Rating Agent for the Issue:**	Name: India Ratings and Research Private Limited Address: Wockhardt Tower, Level 4, West Wing, Plot C-2, G Block, Bandra Kurla Complex, Bandra (East), Mumbai, Maharashtra, India - 400051B Logo: India Ratings & Research A Fitch Group Company Telephone Number: 9029714213 Email address: nitin.chavan@indiaratings.co.in Contact person: Nitin Chavan
3.	**Date of Key Information Document**	March 05, 2026
4.	**Type of Key Information Document**	This Key Information Document is being issued in relation to the private placement issue of Debentures.
5.	**The nature, number, price and amount of securities offered and issue size (base issue or green shoe), as may be applicable**	**Total Issue Size:** Issue Of Up To 2,50,000 (Two Lakh 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 250,00,00,000/- (Indian Rupees Two Hundred and Fifty Crore Only) ("**NCDs**" or "**Debentures**") on a private placement basis. **Green Shoe option:** Up to 1,50,000 (One Lakh 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 150,00,00,000/- (Indian Rupees One Hundred and Fifty Crore Only)
6.	**The aggregate amount proposed to be raised through**	Not applicable.

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

	all the stages of offers of non-convertible securities made through the shelf prospectus (applicable only in case of public issuance);	
7.	**Details of Registrar to the Issue:**	Name: Bigshare Services Private Limited Address: E-2, Ansa Industrial Estate, Saki Vihar Road, Saki Naka, Andheri (East), Mumbai 400 072 Logo: Bigshare Services Pvt. Ltd. Telephone Number: +022 2847 0652 Website: https://www.bigshareonline.com/ Email address: mohan@bigshareonline.com Contact Person: Mr. N. V. K. Mohan
8.	**Merchant Banker**	Name: Credora Partners Private Limited SEBI Registration No. INM000013411 Address: 6th Floor, B wing, GSC Tower, Sector 30 Delhi Jaipur Expressway, Gurugram – 122001 Logo: CREDORA PARTNERS ALLIANCE OF TRUST Telephone Number: 01244293471 Website: https://credorapartners.com/ Email address: Prashant.singh@credorapartners.com Contact Person: Vivek Rawal
9.	**Legal Counsel**	Name: Verist Law Logo: VERIST LAW Contact Person: Srishti Ojha Address: Empire Business Centre, 414 Senapati Bapat Marg, Lower Parel, Mumbai- 400013 Email: srishti.ojha@veristlaw.com Tel: 022-66907368

		Website: www.veristlaw.in
10.	**Statutory Auditor**	Name: M/s. Mukund M Chitale & Co., Chartered Accountants Logo: Address: 2nd Floor, Kapur House, Paranjape B Scheme, Road No 1 Vile Parle(E) Mumbai-400057 Website: www.mmchitale.co.in Email address: nilesh.joshi@mmchitale.com Telephone Number: +91 22 2663 3500 Contact Person: Nilesh Joshi Peer review Certificate no and Validity: 016643 & From 01.05.2024 to 30.04.2027
11.	**Issue Schedule**	Date of opening of the Issue: March 09, 2026 Date of closing of the Issue: March 09, 2026 Date of earliest closing of the Issue (if any): March 09, 2026 Pay-in date: March 10, 2026 Deemed Date of Allotment: March 10, 2026 Final Redemption Date: March 10, 2028
12.	**Credit Rating of the Issue**	The Rating Agent has vide its letter dated February 09,2026, and rating rationale and its press release assigned a rating of "AA- Stable" in respect of the Debentures. Please refer to **Annexure I** of this Key Information Document for the credit rating letter and rating rationale received from the Rating Agent assigning the credit rating abovementioned and the press release by the Rating Agent in this respect.
13.	**All the ratings obtained for the private placement of Issue**	Please refer to S.no 11 (*Credit Rating of the Issue*) above. No other ratings have been obtained for the purposes of this Issue.
14.	**The name(s) of the stock exchanges where the securities are proposed to be listed, subject to change**	The Debentures are proposed to be listed on the wholesale debt market of the BSE Limited (**"BSE"**).

		Please refer to **Annexure IX** (*In-Principle approval)* of the Key Information Document for the in-principle approval for listing obtained from BSE in relation to the General Information Document as issued by the Issuer. BSE shall be the 'Designated Stock Exchange' for the purpose of maintenance of the recovery expense fund prescribed by SEBI under the SEBI Debenture Trustees Circular, as may be amended from time to time.
15.	**The details about 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"**): (a) Companies and Bodies Corporate eligible to invest in the Debentures; (b) Financial Institutions eligible to invest in the Debentures; (c) Foreign Portfolio Investors; (d) Mutual Funds; (e) Alternative Investment Funds; and (f) Any other investor eligible to invest in these Debentures. All potential Investors are required to comply with the relevant regulations/guidelines applicable to them for investing in this issue of Debentures. **Note:** Participation by potential investors in the Issue may be subject to statutory and/or regulatory requirements applicable to them in connection with subscription to Indian securities by such categories of persons or entities. Applicants are advised to ensure that they comply with all regulatory requirements applicable to them, including exchange controls and other requirements. Applicants ought to seek independent legal and regulatory advice in relation to the laws applicable to them.
16.	**Coupon rate, coupon payment frequency, redemption date,**	In respect of the Coupon Rate, the Coupon Payment Frequency, the Redemption Date(s) and Redemption

	redemption amount and details of debenture trustee	Amount in respect of the Debentures, please refer to Section 2.45 (*Issue Details*) of this Key Information Document. The details of Debenture Trustee are provided under S. No. 1 of this table above.
17.	**Nature and issue size, base issue and green shoe option, if any, shelf or tranche size, each as may be applicable**	**Total Issue Size:** Issue Of Up 2,50,000 (Two Lakh 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 250,00,00,000/- (Indian Rupees Two Hundred and Fifty Crore Only) ("**NCDs**" or "**Debentures**"), comprising of: (a) a base issue of up to 1,00,000 (One Lakh) 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 100,00,00,000/- (Indian Rupees One Hundred Crore Only); and (b) a green shoe option of up to 1,50,000 (One Lakh 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 150,00,00,000/- (Indian Rupees One Hundred and Fifty Crore Only) ("**Green Shoe Option**"), on a private placement basis.
18.	**Details about underwriting of the issue including the amount undertaken to be underwritten by the underwriters:**	Not Applicable.
19.	**Inclusion of a compliance clause in relation to electronic book mechanism and details pertaining to the uploading the Key Information Document on the Electronic Book Provider Platform, if applicable.**	The final subscription to the Debentures shall be made by the Eligible Investors through the electronic book mechanism as prescribed by SEBI under the EBP Guidelines by placing bids on the electronic book platform during the Issue period. In case the Eligible Investors are not registered on the EBP, they will have to register themselves as investor on the said platform (as a one-time exercise) and also complete the mandatory KYC verification process. The Eligible Investors should also refer to the operational guidelines of the EBP in this respect. The disclosures required

<table>
<tr><td></td><td></td><td>pursuant to the EBP Guidelines are set out hereinbelow:
<table>
<tr><td>Details of size of the Issue including green shoe option, if any</td><td>Total Issue size of issue: INR 250,00,00,000/- (Indian Two Hundred and Fifty Crore Only)
Green Shoe Option: INR 150,00,00,000/- (Indian One Hundred and Fifty Crore Only)</td></tr>
<tr><td>Bid opening and closing date</td><td>Bid opening date: March 09, 2026; and
Bid closing date: March 09, 2026.</td></tr>
<tr><td>Minimum Bid lot</td><td>1000 (One Thousand) Debentures (aggregating to INR 1,00,00,000 (Indian Rupees One Crore), and 1 (one) Debenture thereafter.</td></tr>
<tr><td>Manner of bidding in the Issue</td><td>Open Bidding</td></tr>
<tr><td>Manner of allotment in the Issue</td><td>The allotment will be done on Multiple Yield basis in accordance with EBP Guidelines.</td></tr>
<tr><td>Manner of settlement in the Issue</td><td>Pay-in of funds through ICCL and the account details are given in the Section 4.2 (Process flow of settlement) of this Key Information Document.</td></tr>
<tr><td>Settlement cycle</td><td>T+1, where T refers to the date of bid opening date / issue opening date</td></tr>
</table></td></tr>
<tr><td>20.</td><td>Specific declaration requested by BSE: non-equity regulatory capital</td><td>This issue of Debentures does not form part of non-equity regulatory capital mentioned under Chapter V of the SEBI NCS Regulations.
The face value of each Debenture is INR 10,000 (Indian Rupees Ten Thousand Only).</td></tr>
<tr><td>21.</td><td>Disclosure of filing</td><td>Given this is a private placement of non-convertible securities, there shall be no requirement of filing the same with the Registrar of Companies pursuant to the Section 26(4) of the Companies Act, 2013.</td></tr>
</table>

22.	**Reissuance of Debentures**	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.

Background

This Key Information Document (as defined below) is related to the issue of up to 2,50,000 (Two Lakh 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 250,00,00,000/- (Indian Rupees Two Hundred and Fifty Crore Only) ("**NCDs**" or "**Debentures**"), comprising of: (a) a base issue of up to 1,00,000 (One Lakh) 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 100,00,00,000/- (Indian Rupees One Hundred Crore Only); and (b) a green shoe option of up to 1,50,000 (One Lakh 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 150,00,00,000/- (Indian Rupees One Hundred and Fifty Crore Only) ("**Green Shoe Option**"), in a dematerialised form, on a private placement basis, to be issued by **IKF Finance Limited** (the **"Issuer"** or **"Company"**) and contains relevant information and disclosures required for the purpose of issuing of the Debentures and must be read along with the General Information Document issued by the Issuer. The issue of the Debentures comprised in the Issue and described under this Key Information Document has been authorised by the Issuer through resolutions passed by the shareholders of the Issuer on September 30, 2025, in accordance with provisions of the Companies Act, 2013 under Section 42, the Board of Directors of the Issuer on November 05, 2024, read along with the resolution of the management committee of the Board dated February 20, 2026, and Memorandum and Articles of Association of the Company. Pursuant to the resolution passed by the Company's shareholders dated September 30, 2025 in accordance with provisions of the Companies Act, 2013 under Section 180(1)(a) and 180(1)(c), the Company has been authorised to raise funds, by way of issuance of non-convertible debentures, upon such terms and conditions as the Board may think fit for aggregate amounts not exceeding INR 3000,00,00,000/- (India Rupees Three Thousand Crores Only). The present issue of Debentures in terms of this Key Information Document is within the limits as prescribed in such relevant resolution.

THIS KEY INFORMATION DOCUMENT IS NEITHER A PROSPECTUS NOR A STATEMENT IN LIEU OF A PROSPECTUS AND DOES NOT CONSTITUTE AN OFFER TO THE PUBLIC GENERALLY TO SUBSCRIBE FOR OR OTHERWISE ACQUIRE THE DEBENTURES TO BE ISSUED UNDER THE ISSUE.

THIS KEY INFORMATION DOCUMENT IS PREPARED AND ISSUED IN CONFORMITY WITH THE SECURITIES AND EXCHANGE BOARD OF INDIA (ISSUE AND LISTING OF NON-CONVERTIBLE SECURITIES) REGULATIONS, 2021, ISSUED VIDE NOTIFICATION NUMBER SEBI/LAD-NRO/GN/2021/39 DATED 09TH AUGUST 2021, AS AMENDED FROM TIME TO TIME, READ WITH THE CIRCULARS ISSUED THEREUNDER; THE MASTER CIRCULAR FOR ISSUE AND LISTING OF NON-CONVERTIBLE SECURITIES, SECURITISED DEBT INSTRUMENTS, SECURITY RECEIPTS, MUNICIPAL DEBT SECURITIES AND COMMERCIAL PAPER ISSUED BY

SECURITIES AND EXCHANGE BOARD OF INDIA, ISSUED VIDE CIRCULAR NO. SEBI/HO/DDHS/DDHS-POD/P/CIR/2025/0000000137 DATED OCTOBER 15, 2025, AS AMENDED FROM TIME TO TIME, THE PRIVATE PLACEMENT OFFER CUM APPLICATION LETTER PURSUANT TO SECTION 42 OF THE COMPANIES ACT, 2013 READ WITH RULE 14 OF THE COMPANIES (PROSPECTUS AND ALLOTMENT OF SECURITIES) RULES, 2014 AND PURSUANT TO SECTION 71 OF THE COMPANIES ACT, 2013 READ WITH RULE 18 OF THE COMPANIES (SHARE CAPITAL AND DEBENTURES) RULES, 2014 FOR ISSUE OF NON-CONVERTIBLE DEBENTURES ON A PRIVATE PLACEMENT BASIS. THIS KEY INFORMATION DOCUMENT SHALL BE READ IN CONJUNCTION WITH THE GENERAL INFORMATION DOCUMENT DATED FEBRUARY 27, 2026.

Issuer's Absolute Responsibility

The Issuer, having made all reasonable inquiries, accepts responsibility for and confirms that this Key Information Document contains all information with regard to the Issuer and the Issue which is material in the context of the Issue, that the information contained in this Key Information Document is true and correct in all material aspects and is not misleading, that the opinions and intentions expressed herein are honestly stated and that there are no other facts, the omission of which make this document as a whole or any of such information or the expression of any such opinions or intentions misleading.

GENERAL RISK

Investment in non-convertible securities is risky and investors should not invest any funds in such securities unless they can afford to take the risk attached to such investments. Investors are advised to take an informed decision and to read the risk factors carefully before investing in this offering. For taking an investment decision, investors must rely on their examination of the issue including the risks involved in it. Specific attention of investors is invited to statement of risk factors contained under Section 4 of this Key Information Document. These risks are not, and are not intended to be, a complete list of all risks and considerations relevant to the non-convertible securities or investor's decision to purchase such securities.

Particulars	Date
Issue Opening Date	March 09, 2026
Issue Closing Date	March 09, 2026
Pay In Date	March 10, 2026
Deemed Date of Allotment	March 10, 2026

Listing

The Debentures are proposed to be listed on the wholesale debt market of the BSE. The Issuer has obtained an in-principle approval in relation to the General Information Document from the Stock Exchange on February 27, 2026.

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

Table of Contents

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

SECTION 1: DEFINITIONS AND ABBREVIATIONS

Unless the context otherwise indicates or requires and if not otherwise defined in the General Information Document, the following terms shall have the meanings given below in this Key Information Document.

Business Day	shall be any day (other than a Sunday or a public holiday) under Section 25 of the Negotiable Instruments Act, 1881, on which scheduled commercial banks are open for general business in Mumbai and Vijayawada, India. Additionally, the day on which payment of interest/redemption with respect to debt securities falls due, it has been decided that interest/ redemption payments shall be made only on the days when the money market is functioning in Mumbai and Vijayawada, India. "Business Days" shall be construed accordingly.
Conditions Precedent	means the conditions precedent set out under the heading in Section 2.45 (*Issue Details*) of this Key Information Document.
Conditions Subsequent	Means the conditions subsequent set out in Section 2.45 (*Issue Details*) of this Key Information Document.
Debenture Trust Deed	means the trust deed executed / to be executed by and between the Debenture Trustee and the Issuer which will set out the terms upon which the Debentures are being issued and shall include the representations and warranties and the covenants to be provided by the Issuer on or around the date of this Key Information Document.
Debenture Trustee	CATALYST TRUSTEESHIP LIMITED, a company incorporated under the Companies Act, 1956 with CIN U74999PN1997PLC110262 and having its registered office at GDA House, First Floor, Plot No. 85, Bhusari Colony (Right), Kothrud Pune, Maharashtra, India, 411038, and its corporate office at 910-911, 9th Floor, Kailash Building, 26, Kasturba Gandhi Marg, New Delhi –110001. A copy of the consent letter has been annexed hereto in **Annexure II** of this Key Information Document Further, a copy of the due diligence certificate is set out in **Annexure VII** of this Key Information Document hereto. A copy of the debenture trustee agreement is set out in **Annexure XI** of this Key Information Document hereto.
Debenture Trustee Agreement	means the agreement executed by and between the Debenture Trustee and the Issuer for the purposes of appointment of the Debenture Trustee to act as debenture trustee in connection

	with the issuance of the Debentures on or around the date of this Key Information Document.
Debentures	Issue of up to 2,50,000 (Two Lakh 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 250,00,00,000/- (Indian Rupees Two Hundred and Fifty Crore Only) ("**NCDs**" or "**Debentures**"), comprising of: (a) a base issue of up to 1,00,000 (One Lakh) 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 100,00,00,000/- (Indian Rupees One Hundred Crore Only); and (b) a green shoe option of up to 1,50,000 (One Lakh 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 150,00,00,000/- (Indian Rupees One Hundred and Fifty Crore Only) ("**Green Shoe Option**"), on a private placement basis.
Deed of Hypothecation / Hypothecation Agreement	Shall mean the deed of hypothecation dated on or around the date of the Debenture Trust Deed to create a first ranking, exclusive, current and continuing charge over the Hypothecated Assets, to be executed between the Issuer and the Debenture Trustee to secure the Payment Obligations in relation to the Debentures.
Deemed Date of Allotment	shall mean the date on which the Debentures shall have been deemed to be allotted to the Debenture Holders – March 10, 2026.
EBP Guidelines	means the guidelines issued by SEBI with respect to electronic book mechanism under the terms of the SEBI NCS Master Circular and the operational guidelines issued by the relevant Electronic Book Provider, as may be amended, clarified or updated from time to time.
Eligibility Criteria	means commencing from the effective date of the Deed of Hypothecation until the Final Settlement Date: (a) The Loans constituting the Hypothecated Assets must have been originated while complying with all the extant 'know your customer' norms specified by the RBI;

	(b) The Loans constituting the Hypothecated Assets must not be overdue at the time of inclusion in the Hypothecated Assets and should not have been terminated or prepaid; (c) The Loans constituting the Hypothecated Assets shall be unencumbered and no security interest of any kind shall exist over them except in accordance with the Transaction Documents; (d) Loans constituting the Hypothecated Assets have not been restructured or rescheduled; (e) Loans constituting the Hypothecated Assets must be loans directly originated by the Company and not loans purchased from a third party; (f) All customer protection regulations prescribed by the RBI must be complied with; (g) Loans constituting the Hypothecated Assets shall only have standard asset. BUT EXCLUDING: (h) Any Loan comprising Portfolio At Risk of the Company.
Eligible Investors	has the meaning given to it under Section 4.4 of the Key Information Document.
Events of Default	means the events of default set out in Section 2.45 (*Issue Details*) of this Key Information Document, and "Event of Default" shall be construed accordingly.
Final Redemption Date	means the date occurring on the expiry of 24 (Twenty Four) months from the Deemed Date of Allotment, being – March 06, 2028.
Financial Indebtedness	means any indebtedness for or in respect of: a. moneys borrowed; b. any amount raised by acceptance under any credit facility; c. any amount raised pursuant to any note purchase facility or the issue of bonds, notes, debentures, loan stock or any similar instrument; d. any amount payable for redemption of any redeemable preference share which: a) is redeemable at the option of the Company; or b) according to the terms of its issue, is redeemable prior to the maturity of the Debentures; e. the amount of any liability in respect of any lease or hire purchase contract which would, in accordance with Ind-AS, be treated as a finance or capital lease;

	f. receivables sold or discounted (other than any receivables to the extent they are sold on a non-recourse basis); g. any amount raised under any other transaction (including any forward sale or purchase agreement) having the commercial effect of a borrowing; h. the acquisition cost of any asset or service to the extent payable before or after its acquisition or possession by the party liable where the advance or deferred payment: a) is arranged primarily as a method of raising finance or of financing the acquisition of that asset or service or the construction of that asset or service; or b) involves a period of more than six months before or after the date of acquisition or supply; i. any derivative transaction entered into in connection with protection against or benefit from fluctuation in any rate or price (and, when calculating the value of any derivative transaction, only the marked to market value shall be taken into account); j. any counter-indemnity obligation in respect of a guarantee, indemnity, bond, standby or documentary letter of credit or any other instrument issued by a bank or financial institution; k. any obligation under any call or put option arrangement in respect of any shares or any form of guarantee or indemnity in respect of any call or put option arrangement; and l. without double counting, the amount of any liability in respect of any guarantee or indemnity for any of the items referred to in paragraphs (a) to (k) above.
General Information Document	means the General Information Document issued by the Issuer dated February 27, 2026 for the purpose of issue of the non-convertible securities on a private placement basis in accordance with applicable Laws.
Hypothecated Assets	has the meaning given to it in the Section 2.45 (*Issue Details*) of the Key Information Document.
Interest Payment Dates	means the payment dates as specified in **Annexure IV** of this Key Information Document.
Interest Rate/Coupon Rate/ Coupon	Fixed rate of 8.50% p.a. (Eight point five zero percent per annum) and payable quarterly.
Issue	means the private placement of the Debentures.

Issue Closing Date	March 09, 2026
Issue Opening Date	March 09, 2026
Key Information Document	This Key Information Document dated March 05, 2026.
Majority Debenture Holders	shall mean, such number of Debenture Holders collectively holding more than 50% (fifty percent) of the value of the nominal amount of the Debentures for the time being outstanding.
Material Adverse Effect	shall mean the effect or consequence of an event, circumstance, occurrence or condition which has caused, as of any date of determination, a material and adverse effect on (i) the financial condition, business or operation of the Issuer (ii) the ability of the Issuer to perform their obligations under the Transaction Documents; or (iii) the validity or enforceability of any of the Transaction Documents (including the ability of any party to enforce any of its remedies thereunder)
Merchant Banker	Credora Partners Private Limited
NBFC Directions	means, collectively: a) the Reserve Bank of India (Non-Banking Financial Companies – Registration, Exemptions and Framework for Scale Based Regulation) Directions, 2025 dated November 28, 2025; b) the Reserve Bank of India (Non-Banking Financial Companies - Undertaking of Financial Services) Directions, 2025 dated November 28, 2025 as amended by the Reserve Bank of India (Non-Banking Financial Companies – Undertaking of Financial Services) (Amendment) Directions, 2025 dated December 5, 2025; c) the Reserve Bank of India (Non-Banking Financial Companies – Governance) Directions, 2025 dated November 28, 2025; d) the Reserve Bank of India (Non-Banking Financial Companies – Prudential Norms on Capital Adequacy) Directions, 2025 dated November 28, 2025; e) the Reserve Bank of India (Non-Banking Financial Companies – Income Recognition, Asset Classification and Provisioning) Directions, 2025 dated November 28, 2025; f) the Reserve Bank of India (Non-Banking Financial Companies – Know Your Customer) Directions, 2025 dated November 28, 2025;

	g) the Reserve Bank of India (Non-Banking Financial Companies – Miscellaneous) Directions, 2025 dated November 28, 2025; and h) all other directions and circulars issued by the RBI in relation to the functioning and governance of non-banking financial companies, each as amended, modified, supplemented or restated from time to time
Net Worth	has the meaning given to it in the Act.
Ordinary Course of Business	shall mean activities which are carried out by the Issuer in line with its Memorandum and Articles of Association and will generally fulfill the following conditions: i. It is normal for the particular business; ii. It is as per customs and practices of its business and of the Issuer; iii. It involves the usual allocation of resources considering the size and volume of the transaction. It is necessary, normal and usual from the perspective of the Issuer and its line of business; iv. It is repetitive/frequent. v. It is at arm's length. vi. The income, if any, earned from such activity/transaction is treated as business income in the company's books of account, and vii. There is any historical practice to conduct such activities and there is a pattern of frequency (and not an isolated transaction).
Outstanding Amounts	means the Outstanding Principal Amounts, together with all interest, fees, costs, commissions, charges, Trustee fees and other amounts due and payable by the Company under or in respect of this Key Information Document/ the Debenture Trust Deed or any Transaction Document
Outstanding Principal Amounts	means, at any date, the Local Currency principal amount outstanding under the Debentures.
Payment Defaults	means any event, act or condition which, with notice or lapse of time, or both, would constitute an Event of Default under paragraph (a) under the section named "Events of Default" under Section 2.45 (*Issue Details*) of this Key Information Document.

Payment Obligations	shall mean the aggregate of the Outstanding Amounts and the Redemption Amounts.
Private Placement Offer cum Application Letter/PPOAL	The offer cum application letter prepared in compliance with Section 42 of the Companies Act, 2013 read with the Companies (Prospectus and Allotment of Securities) Rules, 2014.
Promoters	Shall mean the following: (a) Name: Mr.Vupputuri Gopala Kishan Prasad & Vupputuri's Ark Trust Telephone Number 0866-2474644 Email address prasadvgk@ikffinance.com (b) Name: Vupputuri Indira Devi Telephone Number 0866-2474644 Email address prasadvgk@yahoo.com (c) Name: Koganti Vasumathi Devi Telephone Number 040-23412081 Email address vasumathi@ikffinance.com
Purpose	means the purpose for which the Debentures are issued being the proceeds of the issuance of Debentures will be utilized by the Issuer for the ongoing business purposes of the Company (including expansion of the Company's onward lending). 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; (b) any real estate activity; (c) any speculative purposes; (d) 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"; and (e) in contravention of any guidelines, rules or regulations of the RBI applicable to non-banking financial companies.
Rating	"AA- (Stable)" assigned by the Rating Agent.

Rating Agent	means India Ratings and Research Private Limited a company incorporated under the Companies Act, 1956 and validly existing under the Companies Act, 2013 having corporate identification number U67100MH1995FTC140049 and its registered office at Wockhardt Tower, Level 4, West Wing, Plot C-2, G Block, Bandra Kurla Complex, Bandra (East), Mumbai, Maharashtra, India - 400051
Record Date	means the date falling 15 (Fifteen) days prior to the Coupon Payment Date or the Redemption Date.
Redemption Date	means each of the Final Redemption Date and the dates on which a Redemption Payment is required to be made as more particularly set out in **Annexure IV** this Key Information Document.
Redemption Payment	means the payment of the Outstanding Principal Amounts of the Debentures on the Redemption Dates (including the Final Redemption Date) or any other date in accordance with the Debenture Trust Deed.
Register of Beneficial Owners	means the register of beneficial owners of the Debentures maintained in the records of the Depositories
R&T Agent/Registrar	shall mean Bigshare Services Private Limited, a company incorporated and validly existing under the Companies Act, 2013 with corporate identification number U99999MH1994PTC076534 and having its registered office at E-3 Ansa Industrial Estate, Saki Vihar Road, Sakinaka, Mumbai, Maharashtra - 400072, India.
SEBI	Securities and Exchange Board of India constituted under the Securities and Exchange Board of India Act, 1992 (as amended from time to time).
SEBI NCS Master Circular / Listed NCDs Master Circular	means the circular issued by SEBI bearing the reference number SEBI/HO/DDHS/DDHS-PoD/P/CIR/2025/0000000137 dated October 15, 2025 on "*Master Circular for issue and listing of Non-convertible Securities, Securitised Debt Instruments, Security Receipts,* Municipal *Debt Securities and Commercial Paper*", as amended, modified, supplemented or restated from time to time.
SEBI Debenture Trustees Master Circular / Master Circular for Debenture Trustees	means a master circular issued by SEBI, bearing reference number SEBI/HO/DDHS-PoD-1/P/CIR/2025/117 dated August 13, 2025, titled “Master Circular for Debenture Trustees” as amended from time to time.
SEBI NCS Regulations / NCS	The Securities and Exchange Board of India (Issue and Listing of Non-Convertible Securities) Regulations, 2021 together with

Listing Regulations	the SEBI NCS Master Circular, as amended from time to time.
SEBI LODR Regulations/ LODR Regulations	means the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015.
SEBI Listed Debentures Circulars and Regulations	means, collectively, Master Circular for Debenture Trustees, the Listed NCDs Master Circular, NCS Listing Regulations and the LODR Regulations (to the extent applicable).
SEBI Listing Timelines Requirements	means the requirements in respect of the timelines for listing of debt securities issued on a private placement basis prescribed in Chapter VII (*Standardization of timelines for listing of securities issued on a private placement basis*) of the Listed NCDs Master Circular.
SEBI Merchant Banker Regulations	means the Securities and Exchange Board of India (Merchant Bankers) Regulations, 1992, as amended from time to time.
Security Cover	has the meaning given to it in the Section 2.45 (*Issue Details*) of the Key Information Document.
Stock Exchange/ Designated Stock Exchange/ BSE	shall mean BSE Limited.
Tangible Net Worth	means, with respect to any person, the amount paid up on such person’s issued equity share capital, compulsorily convertible and any amount standing to the credit of its reserves, less equity or equity-like investments, goodwill, deferred tax assets and other intangible assets.
Tier I Capital	has the meaning given to it in the NBFC Directions.
Tier II Capital	has the meaning given to it in the NBFC Directions.
Transaction Documents	The documents executed or to be executed in relation to the issuance of the Debentures as more particularly set out in Section 2.45 of this Key Information Document.
Transaction Security	has the meaning given to it in the Section 2.45 (*Issue Details*) of this Key Information Document.
WDM	Wholesale Debt Market segment of the BSE.

SECTION 2: REGULATORY DISCLOSURES

This Key Information Document is prepared in accordance with the provisions of SEBI NCS Regulations and in this section, the Issuer has set out the details required as per Schedule I of the SEBI NCS Regulations.

2.1 Expenses of the issue:

Particulars of expenses	Amount	Percentage of total expenses	Percentage of total issue size
Lead Manager Fees	3,00,000	2.07	0.02
Underwriting Commission	[●]	[●]	[●]
Brokerage, selling commission and upload fees	[●]	[●]	[●]
Fees payable to the registrar to the issue	10,000	0.07	0.00
Fees payable to the legal advisors	2,00,000	1.38	0.02
Advertising and marketing expenses	[●]	[●]	[●]
Fees payable to the regulators including stock exchange	1,63,130	1.12	0.01
Expenses incurred on printing and distribution of issue stationary	[●]	[●]	[●]
Any other fees, commission or payments under whatsoever nomenclature	1,37,30,000	94.67	1.10
Fees Payable to Debenture Trustee	100,000	0.69	0.01

Notes:

- The ratio of Expenses to the total Issue Size has been estimated assuming the issuance is fully subscribed i.e. amounting to INR 250,00,00,000/- (Indian Rupees Two Hundred and Fifty Crore Only).

- The Taxes as applicable on the expenses mentioned above shall be remitted by the Issuer separately.

- As the Debentures will be issued by way of private placement to identified investors in accordance with the process prescribed by SEBI, no specific advertising and marketing expenses are envisaged to be payable in respect of such issue of Debentures.

- Issuer may remit Issue related expenses including but not limited to the fees/ charges / Incentives payable as arrangers fees/ advisory fees/ brokerage / selling commission / marketing/ advertising fees, distribution fees/ any other miscellaneous fees directly or indirectly to any intermediary (ies) appointed by the Issuer or any other representative/s / agent/s as may be appointed by the intermediary (ies) who may further utilize the same, for marketing purposes, including distributor payouts, either in full or part. Such fees may be finalised depending upon number of factors including but not limited to issue subscription, market conditions, terms of the issue, nature and scope of assignment, profile of counter party etc.

2.2 The name(s) of the debentures trustee(s) shall be mentioned with statement to the effect that debenture trustee(s) has given its consent for appointment along with copy of the consent letter from the debenture trustee.

The Debenture Trustee for the proposed issue of Debentures shall be CATALYST TRUSTEESHIP LIMITED and has given its written consent for its appointment as debenture trustee to the Issue and inclusion of its name in the form and context in which it appears in this Key Information Document and in all the subsequent periodical communications sent to the Debenture Holders. The consent letter from Debenture Trustee is provided in **Annexure II** of this Key Information Document.

2.3 Details of credit rating along with reference to the rating letter issued (not older than one month on the date of opening of the issue) by the rating agencies in relation to the issue shall be disclosed. The detailed press release of the Credit Rating Agencies along with rating rationale(s) adopted (not older than one year on the date of opening of the issue) shall also be disclosed.

The Rating Agent has assigned a rating of **"AA- Stable"** to the Debentures. The rating letter from the Rating Agent and the rating rationale from the Rating Agent along with the detailed press release is provided in **Annexure I** of this Key Information Document.

2.4 If the security is backed by a guarantee or letter of comfort or any other document / letter with similar intent, a copy of the same shall be disclosed. In case such document does not contain detailed payment structure (procedure of invocation of guarantee and receipt of payment by the investor along with timelines), the same shall be disclosed in the Key Information Document.

Not Applicable.

2.5 About the Issuer:

(a) **Details of branches or units where the issuer carries on its business activities, if any may be provided in the form of a static Quick Response (QR) code and web link.**

If the issuer provides the details of branches or units in the form of a static QR code and web link, the details of the said branches or units shall be provided to the debenture trustee as well and kept available for inspection as specified in clause (g) of Section 2.43 of this Key Information Document. A checklist item in the 'Security and Covenant Monitoring System' shall also be included for providing information about branches or units of the issuer to the debenture trustee and confirmation of the same by the debenture trustee.

Please refer to Section 5 (Regulatory Disclosures) of the General Information Document.

(b) **Use of proceeds (in the order of priority for which the said proceeds will be utilized): (i) purpose of the placement; (ii) break-up of the cost of the project for which the money is being raised; (iii) means of financing for the project; (iv) proposed deployment status of the proceeds at each stage of the project.**

To raising debt for the ongoing business purposes of the Company (including expansion of the Company's onward lending).

2.6 Shareholding pattern of the Company as on last quarter end, i.e. December 31, 2025, as per the format specified under the listing regulations:

Please refer to Section 5 (Regulatory Disclosures) of the General Information Document**.**

2.7 List of top 10 holders of equity shares of the Company as at the latest quarter end, i.e. December 31, 2025:

Please refer to Section 5 (Regulatory Disclosures) of the General Information Document**.**

2.8 Financial Information

a) **The audited financial statements (i.e. profit and loss statement, balance sheet and cash flow statement) both on a standalone and consolidated basis for a period of three completed years, which shall not be more than six months old from the date of the issue document or issue opening date, as applicable. Such financial statements shall**

be audited and certified by the statutory auditor(s) who holds a valid certificate issued by the Peer Review Board of the Institute of Chartered Accountants of India ("ICAI").

However, if the issuer being a listed REIT/listed InvIT has been in existence for a period less than three completed years and historical financial statements of such REIT/InvIT are not available for some portion or the entire portion of the reporting period of three years and interim period, then the combined financial statements need to be disclosed for the periods when such historical financial statements are not available.

Provided that, issuers whose non-convertible securities are listed as on the date of filing of the offer document or placement memorandum, may provide only a web-link and a static quick response code of the audited financial statements in the offer document or placement memorandum subject to the following conditions:

a. Such listed issuers shall disclose a comparative key operational and financial parameter on a standalone and consolidated basis, certified by the statutory auditor(s) who holds a valid certificate issued by the Peer Review Board of the Institute of Chartered Accountants of India, for the last three completed years in the offer document.

b. The scanning of such static quick response code or clicking on the weblink, shall display the audited financial statements for last three financial years of such issuer on the website of the stock exchange where such data is hosted.

Please refer to ANNEXURE X (Last Audited Financial Statements) of this Key Information Document for the audited financial statements of the Issuer for the Financial Years ended March 31, 2025, March 31, 2024, and March 31, 2023 and limited review for a period ending December 31, 2025.

The above financial statements shall be accompanied with the Auditor's Report along with the requisite schedules, footnotes, summary etc.

b) **Listed issuers (whose debt securities or specified securities are listed on recognized stock exchange(s)) in compliance with the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015, may disclose unaudited financial information for the stub period in the format as prescribed therein with limited review report in the General**

Information Document, as filed with the stock exchanges, instead of audited financial statements for stub period, subject to making necessary disclosures in this regard in General Information Document including risk factors.

Please refer to Annexure X of this Key Information Document for the audited financial statements of the Issuer for the Financial Years ended March 31, 2025, March 31, 2024, and March 31, 2023 and limited review for a period ending December 31, 2025.

c) **Issuers other than unlisted REITs / unlisted InvITs desirous of issuing debt securities on private placement basis and who are in existence for less than three years may disclose financial statements mentioned at (a) above for such period of existence, subject to the following conditions:**

i. The issue is made on the EBP platform irrespective of the issue size; and
ii. The issue is open for subscription only to Qualified Institutional Buyers.

Not Applicable.

d) **Key Operational and Financial Parameters for the last 3 audited years on a consolidated basis (wherever available) and on a standalone basis, as on March 31, 2025 and limited review for a period ending December 31, 2025:**

Please refer to Section 5 (Regulatory Disclosures) of the General Information Document**.**

e) **Details of any other contingent liabilities of the Issuer based on the latest audited financial statements including amount and nature of liability:**

Please refer to Section 5 (Regulatory Disclosures) of the General Information Document.

f) **The amount of corporate guarantee or letter of comfort issued by the Company along with details of the counterparty (viz. name and nature of the counterparty, whether a subsidiary, joint venture entity, group company etc.) on behalf of whom it has been issued**

Please refer to Section 5 (Regulatory Disclosures) of the General Information Document.

2.9 Remuneration payable or paid to a director by the Company, its subsidiary or associate company; shareholding of the director in the company, its subsidiaries and associate companies on a fully diluted basis.

Please refer to Section 5 (Regulatory Disclosures) of the General Information Document**.**

2.10 Details of outstanding secured loan facilities as on the preceding quarter (December 31, 2025):

Please refer to Section 5 (Regulatory Disclosures) of the General Information Document**.**

2.11 Details of outstanding non-convertible securities as on the preceding quarter (as on December 31, 2025):

Please refer to Section 5 (Regulatory Disclosures) of the General Information Document**.**

2.12 List of top 10 holders of non-convertible securities in terms of value as on the preceding quarter (as on December 31, 2025) (in cumulative basis):

Please refer to Section 5 (Regulatory Disclosures) of the General Information Document**.**

2.13 Details of Share Capital as on last quarter end, i.e. December 31, 2025:

Please refer to Section 5 (Regulatory Disclosures) of the General Information Document**.**

2.14 Changes in the capital structure as at the last quarter end, i.e., December 31, 2025 for the preceding three financial years and the current year:

Please refer to Section 5 (Regulatory Disclosures) of the General Information Document**.**

2.15 Details of Equity Share Capital of the Company for the preceding three financial year and the current financial year:

Please refer to Section 5 (Regulatory Disclosures) of the General Information Document**.**

2.16 Details of the shareholding of the Company as at the latest quarter end, i.e., December 31, 2025 as per the format specified under the listing regulations:-

Please refer to Section 5 (Regulatory Disclosures) of the General Information Document**.**

2.17 The list of top 10 holders of equity shares of the Company as on the latest quarter ended December 31, 2025:-

Please refer to Section 5 (Regulatory Disclosures) of the General Information Document**.**

2.18 Details of outstanding unsecured loan facilities as on the preceding quarter (as on December 31, 2025):

Please refer to Section 5 (Regulatory Disclosures) of the General Information Document**.**

2.19 Details of outstanding commercial papers as on the preceding quarter (as on December 31, 2025):

Please refer to Section 5 (Regulatory Disclosures) of the General Information Document**.**

2.20 List of top 10 holders of commercial papers in terms of value as on the preceding quarter (as on December 31, 2025) (in cumulative basis):

Please refer to Section 5 (Regulatory Disclosures) of the General Information Document**.**

2.21 Details of bank fund based facilities/ Rest of the borrowing (if any including hybrid debt like FCCB, Optionally Convertible Debentures / Preference Shares) from financial institutions or financial creditors as on December 31, 2025:

Please refer to Section 5 (Regulatory Disclosures) of the General Information Document**.**

2.22 The amount of corporate guarantee or letter of comfort issued by the issuer along with name of the counterparty (like name of the subsidiary, joint venture entity, group company, etc.) on behalf of whom it has been issued, contingent liability including debt service reserve account guarantees/ any put option etc. (Details of any outstanding borrowings taken/ debt securities issued for consideration other than cash). This information shall be disclosed whether such borrowing/ debt securities have been taken/ issued:

i. in whole or part,

ii. at a premium or discount, or

iii. in pursuance of an option or not:

Please refer to Section 5 (Regulatory Disclosures) of the General Information Document**.**

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

2.23 Details of change in auditor for preceding three financial years and current financial year:

Please refer to Section 5 (Regulatory Disclosures) of the General Information Document.

2.24 Details of change in directors in the preceding three financial years and the current financial year:

Please refer to Section 5 (Regulatory Disclosures) of the General Information Document.

2.25 Details of directors' remuneration, and such particulars of the nature and extent of their interests in the Company (during the current year and preceding three financial years):

Please refer to Section 5 (Regulatory Disclosures) of the General Information Document.

2.26 Name, logo, addresses, website URL, email address, telephone number and contact person of the following:

Name:	Details
Legal Counsel	VERIST LAW Name: Verist Law Address: Empire Business Centre, 414 Senapati Bapat Marg, Lower Parel, Mumbai- 400013 Website: www.veristlaw.in Email address: Srishti.ojha@veristlaw.com Telephone Number: 022-66907368 Contact Person: Srishti Ojha
Merchant banker and Co-managers to the issues	Credora Partners Private Limited
Sponsor Bank	Not Applicable
Guarantor	Not Applicable

Arrangers, if any	Not Applicable
Debenture Trustee:	Name: Catalyst Trusteeship Limited Address: 901,9th Floor, Tower – B, Peninsula Business Park, Senapati Bapat Marg, Lower Parel (W), Mumbai - 400013, India Logo: Telephone Number: 022-49220555 Email address: compliancectl-mumbai@ctltrustee.com Contact person: Mr. Umesh Salvi, Managing Director
Register and Transfer Agent	Name: Bigshare Services Private Limited Address: E-2, Ansa Industrial Estate, Saki Vihar Road, Saki Naka, Andheri (East), Mumbai 400 072 Logo: Telephone Number: +022 2847 0652 Website: https://www.bigshareonline.com/ Email address: mohan@bigshareonline.com Contact Person: Mr. N. V. K. Mohan
Credit Rating Agency	Name: India Ratings and Research Private Limited Address: Wockhardt Tower, Level 4, West Wing, Plot C-2, G Block, Bandra Kurla Complex, Bandra (East), Mumbai, Maharashtra, India - 400051B Logo: Telephone Number: 9029714213 Email address: nitin.chavan@indiaratings.co.in

	Contact person: Nitin Chavan
Auditors:	Name: M/s. Mukund M Chitale & Co., Chartered Accountants Logo: Address: 2nd Floor, Kapur House, Paranjape B Scheme, Road No 1 Vile Parle(E) Mumbai-400057 Website: www.mmchitale.co.in Email address: nilesh.joshi@mmchitale.com Telephone Number: +91 22 2663 3500 Contact Person: Nilesh Joshi Peer review Certificate no and Validity: 016643 & From 01.05.2024 to 30.04.2027

2.27 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.

Parties	Consent
Directors	Board resolution read along with the resolution passed by the management committee of the board of directors of the Issuer, the copies of which are attached in **Annexure V - Part I** and **Annexure V - Part II** of this Key Information Document.
Auditors	Not applicable
Bankers	Not applicable
Solicitors / Advocates	Not applicable
Legal Advisors	Not applicable
Registrar	Copy of the consent letter of the registrar and transfer agent has been set out in **Annexure VIII** of this Key Information Document

2.28 The names of the debenture trustees(s), a statement to the effect that the debenture trustee has consented to its appointment along with a copy of the agreement executed by the debenture trustee with the issuer in accordance with regulation 13 of the Securities and Exchange Board of India (Debenture Trustees) Regulations, 1993 made accessible through a web-link or a static quick response code displayed in the issue document.

Catalyst Trusteeship Limited has been appointed as Debenture Trustee for the proposed Issue. The Debenture Trustee has given their consent to the Issuer for its appointment under the Securities and Exchange Board Of India (Issue And Listing Of Non-Convertible Securities) Regulations, 2021, as amended up to date, and a copy of the consent letter is enclosed as Annexure II to this Key Information Document. The Company will enter into a Trusteeship Agreement/ Debenture Trust Deed, inter-alia, specifying the powers, authorities and obligations of the Company and the Debenture Trustee in respect of the Debenture. The Debenture Trustee Agreement is enclosed as Annexure XI to this Key Information Document.

The Debenture Holders shall, by signing the Application Form and without any further act or deed, be deemed to have irrevocably given their consent to and authorized the Debenture Trustee or any of their Agents or authorized officials to do, inter cilia, all such acts, deeds and things necessary in respect of or relating to the security to be created for securing the Debentures being offered in terms of the Key Information Document. All rights and remedies under the Debenture Trust Deed / Trusteeship Agreement and/or other security documents shall rest in and be exercised by the Debenture Trustee without having it referred to the Debenture holders. Any payment made by the Company to the Debenture Trustee on behalf of the Debenture holder(s) shall discharge the Company to that extent to the Debenture holder(s). No Debenture holder shall be entitled to proceed directly against the Company unless the Debenture Trustee, having become so bound to proceed, fails to do so.

Company reserves the rights to appoint any other SEBI registered Trustee.

2.29 Where the issuer is a Non-Banking Finance Company or Housing Finance Company the following disclosures on Asset Liability Management (ALM) shall be provided for the latest audited financials:

Please refer to Annexure VIII (*SPECIFIC DISCLOSURES REQUIRED FROM NBFC*) of the General Information Document..

2.30 Defaults in borrowing

The details of all default/s and/or delay in payments of interest and principal of any kind of term loans, debt securities, commercial paper (including technical delay) and other financial indebtedness including corporate guarantee or letters

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

of comfort issued by the company, in the preceding three years and the current financial year:

Nil

2.31 Material event/ development affecting investment decision

Any material event/ development or change having implications on the financials/credit quality (e.g. any material regulatory proceedings against the issuer/promoters, litigations resulting in material liabilities, corporate restructuring event etc.) at the time of issue which may affect the issue or the investor's decision to invest / continue to invest in the non-convertible securities/ commercial paper.

Nil

2.32 Any litigation or legal action pending or taken by a Government Department or a statutory body or regulatory body during the three years immediately preceding the year of the issue of the issue document against the promoter of the company.

Nil

2.33 Details of default and non-payment of statutory dues for the preceding three financial years and current financial year.

Nil

2.34 Details of pending litigation involving the issuer, promoter, director, subsidiaries, group companies or any other person, whose outcome could have material adverse effect on the financial position of the issuer, which may affect the issue or the investor's decision to invest / continue to invest in the debt securities and/ or non-convertible redeemable preference shares.

Nil

2.35 Details of acts of material frauds committed against the issuer in the preceding three financial years and current financial year, if any, and if so, the action taken by the issuer.

Nil

2.36 Details of pending proceedings initiated against the issuer for economic offences, if any.

Nil

2.37 Related party transactions entered during the preceding three financial years and current financial year with regard to loans made or, guarantees given or securities provided.

Please refer to **Annexure X** of this Key Information Document.

2.38 The issue document shall not include a statement purporting to be made by an expert unless the expert is a person who is not, and has not been, engaged or interested in the formation or promotion or management, of the company and has given his written consent to the issue of the issue document and has not withdrawn such consent before the delivery of a copy of the issue document to the Registrar (as applicable) for registration and a statement to that effect shall be included in the issue document.

2.39 In case the issuer is a Non-Banking Finance Company (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:

Please refer to Annexure VIII (*Specific Disclosures Required from NBFC*) of the General Information Document.

2.40 In order to allow investors to better assess the issue, the following additional disclosures shall be made by the issuer in the issue documents:

(i) A portfolio summary with regards to industries/ sectors to which borrowings have been granted by NBFCs.

(ii) Quantum and percentage of secured vis-à-vis unsecured borrowings granted by NBFCs.

(iii) Any change in promoters' holdings in NBFCs during the preceding financial year beyond the threshold specified by the Reserve Bank of India from time to time.

Please refer to Annexure VIII (*Specific Disclosures Required from NBFC*) of the General Information Document.

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

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

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

(b) ***Procedure and time schedule for allotment and issue of securities should be disclosed.***

Please refer to Section 2.45 (*Issue Details*) and Section 4 of this Key Information Document.

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

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

2.42 Other details:

(a) **Creation of Debenture Redemption Reserve** (“**DRR**”) – **relevant legislations and applicability:**

Please refer to Section 5 (Regulatory Disclosures) of the General Information Document.

(b) **Issue / instrument specific regulations - relevant details (Companies Act, Reserve Bank of India guidelines etc.):**

a. The Debentures are governed by and will be construed in accordance with the Indian Law. The Issuer, the Debentures and Issuer’s obligations under the Debentures shall, at all times, be subject to the directions of the Reserve Bank of India (RBI), Securities & Exchange Board of India (SEBI), Stock Exchanges, Companies Act, 2013 and other applicable laws and regulations from time to time.

a) the Companies Act, 2013;
b) the Companies Act, 1956 (to the extent applicable and in force);
c) the Securities Contracts (Regulation) Act, 1956;
d) the Companies (Share Capital and Debentures) Rules, 2014;
e) the Companies (Prospectus and Allotment of Securities) Rules, 2014;
f) the Securities and Exchange Board of India Act, 1992;
g) the Depositories Act, 1996;

h) the NCS Listing Regulations, as amended from time to time;
i) the SEBI LODR Regulations, as amended from time to time;
j) the Master Circular for Debenture Trustees, as amended from time to time;
k) the Listed NCDs Master Circular, as amended from time to time;
l) the SEBI Merchant Banker Regulations, as amended from time to time;
m) the Securities and Exchange Board of India (Debenture Trustees) Regulations, 1993, as amended from time to time; and
n) all other relevant laws (including rules, regulations, clarifications, notifications, directives, circulars as may be issued by the Securities Exchange Board of India, the Reserve Bank of India and any statutory, regulatory, judicial, quasi-judicial authority).

Over and above, the said debentures shall be subject to the term and conditions as contained in the General Information Document/ Key Information Document, application form and the Debenture Trust Deed / Trustee Agreement.

b. In the event the Issuer proposed to issue Debentures with face value of INR 10,000/- (Indian Rupees Ten Thousand Only), the Issuer shall appoint a Merchant Banker for the issue for performing the role, responsibilities and obligations same as they would be in case of public issue of debt security or non-convertible redeemable preference share, as provided under clause 1.3 of Chapter V (Denomination of issuance and trading of Non-convertible Securities) of the Listed NCDs Master Circular,

"*Issuer may issue debt security or non-convertible redeemable preference share on private placement basis at a face value of Rs. Ten Thousand;*

(i) Subject to the following conditions:

a) The issuer shall appoint at least one Merchant Banker. Provided that the role, responsibilities and obligations of the Merchant Banker(s) shall be same as they would be in case of public issue of debt security or non-convertible redeemable preference share.
b) Such debt security or non-convertible redeemable preference share shall be interest/ dividend bearing security paying coupon/ dividend at regular intervals with a fixed maturity without any structured obligations…."

(c) **Default in payment**:

If, at any time, there shall be a Payment Default, the Company agrees to pay an additional interest rate of Default Interest Rate over and above the applicable Interest Rate on the Outstanding Principal Amount from the date of the occurrence of the Payment Default until such Payment Default is cured or the Debentures are fully redeemed.

(d) **Delay in listing:**

In accordance with the Securities and Exchange Board of India (Issue and Listing of Non-Convertible Securities) Regulations, 2021 as amended from time to time, read together with the requirements in respect of the timelines for listing of debt securities issued on a private placement basis prescribed in Chapter VII (*Standardization of timelines for listing of securities issued on a private placement basis*) of the SEBI circular no. SEBI/HO/DDHS/DDHS-PoD/P/CIR/2025/0000000137 dated October 15, 2025 on "*Master Circular for issue and listing of Non-convertible Securities, Securitised Debt Instruments, Security Receipts, Municipal Debt Securities and Commercial Paper*" (as amended and modified from time to time), the Issuer confirms that in the event there is any delay in listing a of the Non-Convertible Securities beyond (T+3) working days, wherein "**T**" shall be referred to the issue closing date, the Company will (i) pay to the Debenture Holders, penal interest of 1% (one percent) per annum over the Interest Rate, from the date of allotment of the Non-Convertible Securities until the listing of the Non-Convertible Securities is completed; and (ii) be permitted to utilise the issue proceeds of its 2 (two) subsequent privately placed issuances of securities only after receiving final listing approval from the stock exchange(s).

(e) **Delay in allotment of securities**:

(i) The Issuer shall ensure that the Non-Convertible Securities are allotted to the respective Debenture Holders and are credited into the demat accounts of the relevant Debenture Holders within the timelines prescribed under the SEBI Listing Timelines Requirements.

(ii) If the Issuer fails to allot the Non-Convertible Securities to the Applicants within 60 (sixty) calendar days from the date of receipt of the Application Monies ("**Allotment Period**"), it shall repay the Application Monies to the Applicants within 15 (fifteen) calendar days from the expiry of the Allotment Period ("**Repayment Period**").

(iii) If the Issuer fails to repay the Application Monies within the Repayment Period, then Issuer shall be liable to repay the Application Monies along with interest at the applicable Interest Rate or 12% (twelve percent) per annum, whichever is higher, from the expiry of the Allotment Period.

(f) **Issue details**:

Please refer to Section 2.45 (*Issue Details*) of this Key Information Document.

(g) **Application process:**

The application process for the Issue is as provided in Section 2.45 (*Issue Details*) of this Key Information Document.

(h) **Disclosure prescribed under PAS-4 of Companies (Prospectus and Allotment of Securities), Rules, 2014 but not contained in this schedule, if any:**

All disclosures under Form No. PAS-4 of Companies (Prospectus and Allotment of Securities), Rules, 2014 have been set out in Section 5 of this Key Information Document.

(i) **Project details: gestation period of the project; extent of progress made in the project; deadlines for completion of the project; the summary of the project appraisal report (if any), schedule of implementation of the project:**

Not Applicable

2.43 The issue document shall include the following other matters and reports, namely:

(a) If the proceeds, or any part of the proceeds, of the issue of the debt securities/ non-convertible redeemable preference shares are or is to be applied directly or indirectly:

(1) in the purchase of any business; or

(2) in the purchase of an interest in any business and by reason of that purchase, or anything to be done in consequence thereof, or in connection therewith, the company shall become entitled to an interest in either the capital or profits and losses or both, in such business exceeding fifty per cent. thereof, a report made by a chartered accountant (who shall be named in the issue document) upon –

1. **the profits or losses of the business for each of the three financial years immediately preceding the date of the issue of the issue document; and**
2. **the assets and liabilities of the business as on the latest date to which the accounts of the business were made up, being a date not more than one hundred and twenty days before the date of the issue of the issue document.**

(b) In purchase or acquisition of any immoveable property including indirect acquisition of immoveable property for which advances have been paid to third parties, disclosures regarding:

(1) the names, addresses, descriptions and occupations of the vendors;

(2) the amount paid or payable in cash, to the vendor and where there is more than one vendor, or the company is a sub-purchaser, the amount so paid or payable to each vendor, specifying separately the amount, if any, paid or payable for goodwill;

(3) the nature of the title or interest in such property proposed to be acquired by the company; and

(4) the particulars of every transaction relating to the property completed within the two preceding years, in which any vendor of the property or any person who is or was at the time of the transaction, a promoter or a director or proposed director of the company, had any interest, direct or indirect, specifying the date of the transaction and the name of such promoter, director or proposed director and stating the amount payable by or to such vendor, promoter, director or proposed director in respect of the transaction:

Provided that if the number of vendors is more than five, then the disclosures as required above shall be on an aggregated basis, specifying the immoveable property being acquired on a contiguous basis with mention of the location/total area and the number of vendors from whom it is being acquired and the aggregate value being paid. Details of minimum amount, the maximum amount and the average amount paid/ payable should also be disclosed for each immovable property.

Provided that the disclosures specified in sub-clauses (i) to (iv) above shall be provided for the top five vendors on the basis of value viz. sale consideration payable to the vendors.

Provided further that for the remaining vendors, such details may be provided on an aggregated basis in the offer document, specifying number of vendors from whom it is being acquired and the aggregate value being paid; and the detailed disclosures as specified in sub-clauses (i) to (iv) above may be provided by way of static QR code and web link. If the issuer provides the said details in the form of a static QR code and web link, the same shall be provided to the debenture trustee as well and kept available for

inspection as specified in clause (g) of Section 2.43 of this Key Information Document. A checklist item in the 'Security and Covenant Monitoring System' shall also be included for providing the detailed disclosures, as specified in sub-clauses (i) to (iv) above, to the debenture trustee and confirmation of the same by the debenture trustee.

(c) If:

(1) the proceeds, or any part of the proceeds, of the issue of the debt securities/non-convertible redeemable preference shares are or are to be applied directly or indirectly and in any manner resulting in the acquisition by the company of shares in any other body corporate; and

(2) by reason of that acquisition or anything to be done in consequence thereof or in connection therewith, that body corporate shall become a subsidiary of the company, a report shall be made by a Chartered Accountant (who shall be named in the issue document) upon –

1. **the profits or losses of the other body corporate for each of the three financial years immediately preceding the issue of the issue document; and**
2. **the assets and liabilities of the other body corporate as on the latest date to which its accounts were made up.**

(d) The said report shall:

(1) indicate how the profits or losses of the other body corporate dealt with by the report would, in respect of the shares to be acquired, have concerned members of the issuer company and what allowance would have been required to be made, in relation to assets and liabilities so dealt with for the holders of the balance shares, if the issuer company had at all material times held the shares proposed to be acquired; and

(2) where the other body corporate has subsidiaries, deal with the profits or losses and the assets and liabilities of the body corporate and its subsidiaries in the manner as provided in paragraph (c) (ii) above.

(e) The broad lending and borrowing policy including summary of the key terms and conditions of the term loans such as re-scheduling, prepayment, penalty, default; and where such lending or borrowing is between the issuer and its subsidiaries or associates, matters

relating to terms and conditions of the term loans including rescheduling, prepayment, penalty, default shall be disclosed.

Please refer to Section 5 (Regulatory Disclosures) of the General Information Document.

(f) The aggregate number of securities of the issuer company and its subsidiary companies purchased or sold by the promoter group, and by the directors of the company which is a promoter of the issuer company, and by the directors of the issuer company and their relatives, within six months immediately preceding the date of filing the issue document with the Registrar of Companies, shall be disclosed.

NA

(g) The matters relating to:

(1) Material contracts:

S. No.	Nature of Contract
1.	Certified true copy of the Memorandum & Articles of Association of the Issuer.
2.	Board Resolution dated November 05, 2024 read with Resolution of the management committee of the Board of the Issuer dated February 20, 2026, authorizing the issue of Debentures offered under the terms of this Key Information Document.
3.	Shareholder Resolution under Section 180 (1) (a) and Section 180 (1) (c) dated September 30, 2025 authorizing the borrowing by the Company and the creation of security.
4.	Shareholders' Resolution dated September 30, 2025 authorizing the issue of non-convertible debentures by the Company.
5.	Copies of Annual Reports of the Company for the last three financial years.
6.	Credit rating letter from the Rating Agency dated February 09, 2026.
7.	Letter from Debenture Trustee dated February 19, 2026 giving its consent to act as Debenture Trustee. ("**Consent Letter**").
8.	Letter for Register and Transfer Agent dated February 25, 2026
9.	Certified true copy of the certificate of incorporation of the Company.
10.	Certified true copy of the tripartite agreement between the Company, the Registrar & Transfer Agent and the NSDL/CDSL dated January 25, 2001 and June 12, 2001 respectively.
11.	Debenture Trustee Agreement executed on March 03, 2026 between the Issuer and the Debenture Trustee.
12.	Letter from Merchant Banker dated March 02, 2026 giving its consent to act as the Merchant Banker.
13.	Debenture Trust Deed to be executed on or around the date of this Key Information Document between the Issuer and the Debenture Trustee.

14.	Deed of Hypothecation to be executed on or around the date of this Key Information Document between the Issuer and the Debenture Trustee.

(2) Time and place at which the contracts together with documents will be available for inspection from the date of issue document until the date of closing of subscription list.

The contracts and documents referred to hereunder are material to the Issue, may be inspected at the registered office of the Company between on 10.00 am to 4.00 pm on Business Days.

(h) Reference to the relevant page number of the audit report which sets out the details of the related party transactions entered during the three financial years immediately preceding the issue of issue document.

Detailed Financial statements forms part of this Document

(i) The summary of reservations or qualifications or adverse remarks of auditors in the three financial years immediately preceding the year of issue of issue document, and of their impact on the financial statements and financial position of the company, and the corrective steps taken and proposed to be taken by the company for each of the said reservations or qualifications or adverse remarks.

Nil

(j) The details of: any inquiry, inspections or investigations initiated or conducted under the securities laws or Companies Act, 2013 (18 of 2013) or any previous companies law; prosecutions filed, if any (whether pending or not); and fines imposed or offences compounded, in the three years immediately preceding the year of issue of issue document in the case of the issuer being a company and all of its subsidiaries.

Nil

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

Nil

2.44 Listing and Monitoring Requirements:

(a) Monitoring

The Company will provide all such assistance to the Debenture Trustee as may be required by it, to carry out the necessary due diligence and monitor the security cover in the manner as may be specified by SEBI from time to time. In this regard, in accordance with the Master Circular for Debenture Trustees, the Company undertakes and agrees to provide all relevant documents/ information, as applicable, to enable the Debenture Trustee to submit the following reports/ certifications to BSE in accordance with the Master Circular for Debenture Trustees:

(b) Recovery Expense Fund

(a) The Company hereby undertakes and confirms that it shall, within the time period prescribed under the Master Circular for Debenture Trustees, establish, maintain and utilize the Recovery Expense Fund in such manner/ mode as is prescribed under the Master Circular for Debenture Trustees, to enable the Debenture Trustee to take prompt action in relation to the enforcement/legal proceedings under the Transaction Documents.

(b) The Company shall deposit cash or cash equivalents including bank guarantees towards the contribution to Recovery Expense Fund with the Designated Stock Exchange and submit relevant documents evidencing the same to the Debenture Trustee from time to time.

(c) The Company shall ensure that any bank guarantees provided in respect of the Recovery Expense Fund remain valid for a period of 6 (six) months following the maturity date of the Debentures. The Company shall keep the bank guarantees in force and renew the bank guarantees at least 7 (seven) working days before its expiry, failing which the Designated Stock Exchange may invoke such bank guarantee.

(d) In the event of default, the Debenture Trustee may get reimbursed from the REF for all the related activities for enforcement/ legal proceedings including but not limited to obtaining various consents from debenture holders, voting process, holding of meetings of debenture holders, filing court applications, legal fees, expenses for asset recovery services, appointment of legal consultants in respect of enforcement/ legal proceedings in the event of default.

(e) In case the utilization of REF is for purposes explicitly specified under paragraph (d) above, prior approval from the Debenture Holders shall not be required. Debenture Trustee shall intimate debenture holders through mail and upload on its website regarding the reimbursement from REF. In case the utilization of REF is for purposes other than explicitly mentioned in paragraph (d) above, the Debenture Trustee shall obtain prior consent of the holders of the debt securities and shall inform the same to the Designated Stock Exchange.

(f) Debenture Trustee shall inform the Designated Stock Exchange to release the amount from the REF and submit an independent auditor's certificate regarding the expenses incurred to the Stock Exchange, which shall be verified by the Stock Exchange before release of the amount from the REF to the Debenture Trustee.

(g) The Designated Stock Exchange shall release the amount lying in the REF to the Debenture Trustee within five working days of receipt of such intimation.

(h) The Debenture Trustee shall keep a proper account of all expenses incurred out of the funds received from REF.

(i) The Debenture Trustee shall on an annual basis update the debenture holders regarding the utilization of such funds.

(j) The amounts in the Recovery Expense Fund shall be refunded to the Company on repayment/redemption of the Debentures, following which a "no objection certificate" shall be issued by the Debenture Trustee(s) to the Designated Stock Exchange. The Debenture Trustee shall ensure that there is no default on any other listed debt securities of the Company before issuing such "no objection certificate".

(c) Requirements Under The LODR Regulations

The Company agrees, declares and covenants with the Debenture Trustee that it will comply with all relevant requirements prescribed under the LODR Regulations applicable to it (including without limitation, Chapter IV of the LODR Regulations (to the extent applicable) and Chapter V of the LODR Regulations (to the extent applicable)).

(d) Due Diligence

(i) The Debenture Trustee shall carry out due diligence on continuous basis to ensure compliance by the Company, with the provisions of the Act, SEBI LODR Regulations, NCS Listing Regulations, and Listed NCDs Master Circular, Master Circular for Debenture Trustees, Debenture Trustees Regulations, the listing agreement of the stock exchange(s) where the

Debentures are listed, this Deed and any other regulations issued by SEBI pertaining to debt issuance.

(ii) For the purpose of carrying out the due diligence as required in terms of the SEBI Listed Debentures Circulars and Regulations, the Debenture Trustee may at any time through its authorized representatives and agents, inspect books of account, records, registers of Company and the trust property to the extent necessary for discharging its obligations and the Company shall provide full and unimpeded access to the records, registers and books of accounts and facilitate in the inspection and due diligence process. Any fees, costs expenses incurred in conducting such inspection/due diligence process shall be fully borne by the Company. In the event, any fees, costs expenses are borne by the Debenture Trustee, it shall be reimbursed forthwith by the Company upon request.

(iii) The Company shall promptly disclose and furnish to the Debenture Trustee, all documents/ information about or in relation to the Company or the Debentures, as requested by the Debenture Trustee to fulfil its obligations hereunder or to comply with any applicable Law, including in relation to filing of its reports/ certification to Stock Exchange within the prescribed timelines.

(iv) As applicable, the Company shall submit documents/ information as the Debenture Trustee may require to conduct continuous and periodical due diligence and monitoring of Security created/assets on which security interest/ charge is created, which shall inter alia include:
  a. periodical status/ performance reports from the Company containing the following particulars:
     i. updated list of the names and addresses of the Debenture Holders;
     ii. details of interest/ Coupon due but unpaid and reasons thereof;
     iii. the number and nature of grievances received from Debenture Holders and (a) resolved by the Company (b) unresolved by the Company and the reasons for the same.
     iv. a statement that the Assets of the Company which are available by way of Security are sufficient to discharge the claims of the Debenture Holders as and when they become due;
  b. details with respect to defaults, if any, with regard to payment of interest or redemption of Debentures;
  c. details with respect to the implementation of the conditions regarding creation of Security for the Debentures, debenture redemption reserve and Recovery Expense Fund;
  d. details with respect to the assets of the Company and of the guarantors (if any), to ensure that they are sufficient to discharge the interest and principal amount at all times and that such assets are

free from any other encumbrances except those which are specifically agreed to by the debenture holders;

e. reports on the utilization of funds raised by the issue of Debentures;
f. details with respect to conversion or redemption of the Debentures;
g. details with respect to dispatch of the debenture certificates and interest warrants, , credit of the debentures in the demat account of the debenture holders and payment of monies upon redemption of Debentures to the debenture holders due to them within the stipulated time period in accordance with the applicable Law.
h. reports from the lead bank regarding the progress of the project (if applicable);
i. details regarding monitoring of utilisation of funds raised in the issue of Debentures;
j. certificate from the statutory auditors of the Company (if applicable):
    i. in respect of utilisation of funds during the implementation period of the project; and
    ii. in the case of debentures issued for financing working capital, at the end of each accounting year.
k. Intimations regarding:
    i. any revision in the Rating;
    ii. any default in timely payment of interest or redemption or both in respect of the non-convertible debt securities;
    iii. all covenants of the Issue (including side letters, accelerated payment clause, etc.
l. such other documents or information as may be required by the Debenture Trustee in accordance with the applicable Law.

(v) The Company shall –

a. provide such documents/information and assistance to the Debenture Trustee as required by the Debenture Trustee to carry out the necessary due diligence and monitor the Security Cover Ratio on a monthly basis in the manner as may be specified by SEBI from time to time;

b. On quarterly basis, furnish the compliance status with respect to financial covenants and Security Cover of the listed debt securities certified by statutory auditor of listed entity to Debenture Trustee.

(vi) On quarterly basis provide certificate regarding maintenance of hundred percent Security Cover or higher security cover as per the terms of Disclosure Document and/or Debenture Trust Deed, including compliance with all the financial covenants, other covenants, in respect of listed non-convertible debt securities, by the statutory auditor, along with the financial results, in the manner and format as specified by the Board and the Master Circular for Debenture Trustees:

(vii) Provide all such disclosures, certificates required by the Debenture Trustee for monitoring of the secured assets under the Master Circular for Debenture Trustees and such other relevant circulars as may be issued or amended by SEBI with respect to Listed non-convertible debentures issuances.

(viii) The Company shall submit the all such reports/ certification to the Debenture Trustee within the timelines as provided by SEBI.

REPORTS/CERTIFICATES	**TIMELINES FOR SUBMISSION REQUIREMENTS TO THE DEBENTURE TRUSTEE**	**TIMELINE FOR SUBMISSION OF REPORTS/CERTIFICATIONS BY DEBENTURE TRUSTEE**
Security cover certificate	Quarterly basis within 60 (sixty) days from each Quarterly Date or such other timelines as prescribed under Applicable Law or as may be mutually agreed between the Company and the Debenture Trustee.	Quarterly basis within (A) 75 (seventy five) days from each Quarterly Date (other than March 31 of the relevant calendar year), and (B) 90 (ninety) days from March 31 of the relevant calendar year or such other timelines as may be prescribed under Applicable Law.
(To the extent applicable) A statement of value of pledged securities	Quarterly basis within 60 (sixty) days from each Quarterly Date or such other timelines as prescribed under Applicable Law or as may be mutually agreed between the Company and the Debenture Trustee.	Quarterly basis within (A) 75 (seventy five) days from each Quarterly Date (other than March 31 of the relevant calendar year), and (B) 90 (ninety) days from March 31 of the relevant calendar year or such other timelines as may be prescribed under Applicable Law.
(To the extent applicable) A statement of value for Debt Service Reserve Account or any other form of security offered	Quarterly basis within 60 (sixty) days from each Quarterly Date or such other timelines as prescribed under Applicable Law or as may be mutually agreed between the Company and the Debenture Trustee.	Quarterly basis within (A) 75 (seventy-five) days from each Quarterly Date (other than March 31 of the relevant calendar year), and (B) 90 (ninety) days from March 31 of the relevant calendar year or such other timelines as may be prescribed under Applicable

REPORTS/CERTIFICATES	TIMELINES FOR SUBMISSION REQUIREMENTS TO THE DEBENTURE TRUSTEE	TIMELINE FOR SUBMISSION OF REPORTS/CERTIFICATIONS BY DEBENTURE TRUSTEE
		Law.
(To the extent applicable) Net worth certificate of guarantor (secured by way of personal guarantee)	Half yearly basis within 60 (sixty) days from end of each half-year or such other timelines as prescribed under Applicable Law or as may be mutually agreed between the Company and the Debenture Trustee.	Half yearly basis within 75 (seventy-five) days from the end of each financial half-year or such other timelines as may be prescribed under Applicable Law.
(To the extent applicable) Financials/value of guarantor prepared on basis of audited financial statement etc. of the guarantor (secured by way of corporate guarantee)	Annual basis within 60 (sixty) days from end of each Financial Year or such other timelines as prescribed under Applicable Law or as may be mutually agreed between the Company and the Debenture Trustee.	Annual basis within 75 (seventy-five) days from the end of each Financial Year or within such other timelines as may be prescribed under Applicable Law.

(ix) In case the Company fails to intimate the status of payment of the Debentures within stipulated timelines, then Debenture Trustee shall seek status of payment from Company and/ or conduct independent assessment (from banks, investors, rating agencies, etc.) to determine the same. Based on such assessment, Debenture Trustee shall intimate Stock Exchange and Depositories the status of payment of Debentures.

(x) In case intimation of the status of payment of debt securities is not received by Stock Exchange and Depositories within stipulated timeline, transactions in such debt securities shall continue to be restricted and such restrictions shall continue until any further intimation is received from Company/ Debenture Trustee regarding the status of payment of such debt securities.

(xi) Debenture Trustee shall access the database to verify the information regarding default history and other relevant information. in case of any discrepancy, Debenture Trustee shall notify the same to Stock Exchange and update the correct information in the database, within the time stipulated in Listed NCDs Master Circular.

(e) Others

(a) The Company shall, at all times until the secured obligations have been duly discharged, maintain a bank account no. 262502000000111 with Indian Overseas Bank (**"Account Bank"**) from which it proposes to pay the redemption amount. The Company agrees and acknowledges that they shall also inform the Debenture Trustee within 1 (one) working day of any change in the Account Bank details.

(b) The Company further acknowledges, agrees, that the Debenture Trustee is authorised to seek redemption payment related details and information from the Account Bank in terms of the extant SEBI regulations. Further, in case of change of Account bank, the Debenture Trustee shall accept such change only upon submission of the duly acknowledged and accepted pre-authorisation letter and duly accepted consent letter from the successor /new account bank.

(c) The Company covenants with the Debenture Trustee that it shall comply with all its obligations under the Debenture Trust Deed/ this Key Information Document and pay and repay all the monies payable by the Company (including any applicable default interest, fees and costs and expenses) to the Debenture Trustee and the Debenture Holder(s) pursuant to the terms of the Debenture Trust Deed/ this Key Information Document.

(d) The Company shall ensure due compliance and adherence to the Master Circular for Debenture Trustees in letter and spirit.

(e) To the extent applicable and required in terms of the Master Circular for Debenture Trustees, the Debenture Trustee shall execute an "inter creditor agreement" in the manner prescribed under the Master Circular for Debenture Trustees.

(f) To the extent required/ applicable, the Company shall provide intimation to the Debenture Trustee regarding (i) any default in timely payment of interest or redemption or both in respect of the non-convertible debt securities issued by the Company, and (ii) all covenants of the issue (including side letters, event of default provisions/ clauses etc.).

(g) The Company shall promptly disclose and furnish to the Debenture Trustee, all documents/ information about or in relation to the

Company or the Debentures, as requested by the Debenture Trustee to fulfil its obligations hereunder or to comply with any applicable Law, including in relation to filing of its reports/ certification to stock exchange within the prescribed timelines.

(h) The Company and the Debenture Trustee hereby agree and covenant to comply with the requirements prescribed under the Master Circular for Debenture Trustees in respect of the Debentures and the transactions contemplated in the Transaction Documents.

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

**** In case of any inconsistencies or conflict of interest between the Key Information Document and the Transaction Documents, the terms set out in the Debenture Trust Deed and the other Transaction Documents shall prevail.**

Security Name (Name of the non-convertible securities which includes Coupon / dividend, Issuer Name and maturity year)	8.50% IKF Finance Limited 2028
Issuer	IKF Finance Limited
Type of Instrument	Rated Secured Listed Transferable Redeemable Non-convertible debentures.
Nature of Instrument (Secured or Unsecured)	Secured
Seniority (Senior or subordinated)	Senior
Eligible Investors	Please refer to Section 4.4 (Eligible Investors).

Listing (name of stock Exchange(s) where it will be listed and timeline for listing)	BSE (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.
Rating of Instrument	"AA- (Stable)
Issue Size	Issue of up to 2,50,000 (Two Lakh 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 250,00,00,000/- (Indian Rupees Two Hundred and Fifty Crore Only) ("**NCDs**" or "**Debentures**"), comprising of: (c) a base issue of up to 1,00,000 (One Lakh) 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 100,00,00,000/- (Indian Rupees One Hundred Crore Only); and (d) a green shoe option of up to 1,50,000 (One Lakh 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 150,00,00,000/- (Indian Rupees

	One Hundred and Fifty Crore Only) (“**Green Shoe Option**”), on a private placement basis.
Minimum Subscription	Minimum of 1000 Debentures and then in multiples of 1 Debenture thereafter
Option to retain oversubscription (Amount)	a green shoe option of up to 1,50,000 (One Lakh 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 150,00,00,000/- (Indian Rupees One Hundred and Fifty Crore 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 purpose of raising debt for the ongoing business of the Issuer (including the expansion of the Issuer’s onward lending).
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 (Defined in Section 1)
Details of the utilization of the Issue 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: a. any capital market instrument such as equity and equity linked instruments or any other capital market related activities b. any real estate activity; c. any speculative purposes; d. 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"; and *e.* in contravention of any guidelines, rules or regulations of the RBI applicable to non-banking financial companies.
Interest Rate/Coupon Rate	8.50% p.a. (Eight point five zero percent per annum)
Step Up / Step Down Coupon Rate	Not Applicable
Coupon Payment Frequency	Quarterly
Coupon Payment Dates	As per the dates set out in **Annexure IV** of this Key Information Document.
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. 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	Fixed interest of 8.50% p.a. (Eight point five zero percent) per annum gross of applicable tax payable at such frequency as set out below against the heading 'Interest Payment Frequency' and on such dates as set out below against the heading 'Interest Payment Dates'.
Default Interest Rate	2.00% (Two point Zero Zero percent) per annum
Tenor	24 (twenty four) months from the Deemed Date of Allotment

Final Redemption Date / Maturity Date	March 10, 2028 The Debentures shall be redeemed on a pro rata basis as set out in Annexure **IV** and shall be fully redeemed by the Final Redemption Date.
Redemption Premium/ Discount	Not Applicable
Redemption Amount	At par
Issue Price	INR 10,000 (Indian Rupees Ten Thousand) per Debenture
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 Option	Not Applicable
Put Option Event	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	1000 (One Thousand) Debentures (aggregating to INR 1,00,00,000 (Indian Rupees One Crore), and 1 (one) Debenture thereafter
Issue Timing 1) Issue Opening Date 2) Issue Closing Date 3) Date of earliest closing of the Issue, if any 4) Deemed Date of Allotment 5) Pay-in Date	1) March 09, 2026 2) March 09, 2026 3) March 09, 2026 4) March 10, 2026 5) March 10, 2026
Settlement mode of the Instrument	RTGS / NEFT / IMPS
Depositories	NSDL and CDSL
Disclosure of Interest / Dividend / Redemption Dates	Please refer to **Annexure IV** in this Key Information Document.
Record Date	means, date occurring 15 (fifteen) calendar days prior to any Due Date.
All covenants of the issue (including side letters, accelerated payment clause, etc.)	**Side Letter:** NIL **Accelerated payment:** NIL **Covenants of the Issue:** **Affirmative Covenants** Please refer to Section 3.2 (a) of this Key Information Document. **Negative Covenants** Please refer to Section 3.2 (b) of this Key Information Document. **Reporting Covenants** Please refer to Section 3.2 (c) of this Key Information Document.

	Financial Covenants Please refer to Section 3.2 (d) 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 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 on identified receivables (“**Hypothecated Assets**"/ “**Hypothecated Receivables**”) created upfront pursuant to the deed of hypothecation to be executed between the Company and the Debenture Trustee as described herein.. The issuer undertakes: • To maintain the total charge over the Hypothecated Assets that shall constitute 1.10 times (One decimal point one zero) or 110% (One hundred and ten percent) of the aggregate Outstanding Principal Amount and accrued interest payable to the Debenture Holders, to be created as per terms of the Debenture Trust Deed/ Deed of Hypothecation and other transaction documents. The abovementioned Security Cover shall be maintained at all times during the Tenor of the Debentures and until all such dues/ claims/ outstanding is paid to the Debenture Holders to the satisfaction of the Debenture Trustee; • To create charge upfront by executing a duly stamped deed of hypothecation (“**Deed of Hypothecation**”) and register and perfect the security over the Hypothecated Assets by filing CHG-9 within the time period applicable and the Company shall also provide such information sought by the Debenture Trustee for the purpose of filing the prescribed forms and particulars with the Central Registry and Information Utility in connection with the Debentures and the Security Interest over the Hypothecated Assets; • To pay a penal interest of 2.0% p.a. (two Percent per annum) over the Interest Rate in case there is any delay in the creation, registration and perfection of the security over the Hypothecated Assets; • To provide a list on a quarterly basis, of specific loan receivables/identified book debts to the Debenture

	Trustee over which the charge is created and subsisting by way of hypothecation in favour of the Debenture Trustee (for the benefit of the Debenture Holders) ("**Quarterly Hypothecated Asset Report**"); • To add fresh loan assets to the Security Cover to ensure that the value of the Hypothecated Assets is equal to 1.10 (One decimal point one zero) times or 110.0% (One hundred and ten percent) the aggregate Outstanding Principal Amounts and accrued interest of the Debentures where at least 1.10 (One decimal point one zero) times or 110.0% (One hundred and ten percent) of the security cover is from principal receivables; • To Top Up Hypothecated Assets that have been overdue for more than 90 (ninety) days with current receivables which meet the Eligibility Criteria Such Top Up shall be affected next receivable statement on Quarterly Security Cover Determination Date; and • To hypothecate further assets or such additional Security as may be acceptable to the Debenture Trustee to maintain the Security Cover in the manner set out in the Deed of Hypothecation within 30 (thirty) Business Days of value of the Hypothecated Assets falling below the Security Cover Ratio.
Transaction Documents	Including but not limited to the following documents: a. Debenture Trust Deed b. General information Document/Key Information Document/PAS-4 c. Debenture Trustee Agreement; d. Deed of Hypothecation; e. Term Sheet; f. Special Power of Attorney; g. Board and Shareholders Resolution authorising the Issue; 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 (being its Memorandum and Articles of Association and Certificate of Incorporation) 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 of Transaction Documents shall have taken place; (iv) Rating of the Debentures being completed and the rating agency having provided a rating of 'AA-(Stable)' for the Debentures and the rating letter issued by the Rating Agency being in a form and manner satisfactory to the Debenture Trustee; (v) The Company shall have provided to the Debenture Trustee a certificate from a director/company secretary of the Company certifying that: - a. 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; b. the borrowing of moneys pursuant to the issuance of the Debentures will not cause any limit binding on the Company to be exceeded the limits prescribed under the Act; c. no Material Adverse Effect has occurred in the Company, and/or the business of the Company;

	d. absence of any Event of Default, any potential Event of Default reasonably foreseen, and any Material Adverse Effect; e. all representations and warranties contained in this Deed are true and correct in all material respects on and as of the Deemed Date of Allotment, before and after giving effect to the Issue and to the application of the proceeds therefrom; and f. the Debenture Trustee shall have received from the Company its audited account statements for the Previous Year (vi) Due execution of the Depository Agreements by, inter-alia, the Depository and the Company; (vii) Due execution of the Tripartite Agreement by, inter-alia, the Registrar and Transfer Agent, Depository and the Company; (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 submitted to the Debenture Trustee, all required documents for the purpose of satisfying its respective KYC requirements; (x) Submit to the Debenture Trustee, the audited financial statements along with statutory auditor's report of the Company for the Financial Year end; (xi) such other information, documents, certificates, opinions and instruments as the Debenture Holders may reasonably request; (xii) Issuer shall have obtained due-diligence certificate from the Debenture Trustee; (xiii) The Company shall have obtained due diligence certificate from the Merchant Banker; (xiv) The Company shall ensure receipt of ISIN from the Depository in respect of the Debentures prior to the Deemed Date of Allotment.

Conditions Subsequent to Disbursement	Company shall fulfil each of the following conditions within the stipulated timelines: (i) Certified true copy of the board resolution for the allotment of the Debentures, within 1 (one) Business Days of the Deemed Date of Allotment for 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 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; (iv) 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 2 (two) days of the Deemed Date of Allotment of the Debentures; (v) evidence that the Hypothecated Assets shall have been perfected in a form and manner acceptable to the Debenture Trustee by filling Form CHG-9 within 30 (thirty) days of execution of Transaction Documents. (vi) Providing all the necessary assistance to the Debenture Trustee for filing of and registering with the Central Registry under the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 for the exercise of the rights, powers and authority hereby conferred on the Debenture Trustee for effecting and perfecting the Security created or purported to be created under each Indenture of Mortgage and Transaction Documents and for enforcement of such Security within the timeline stipulated under Applicable Law; (vii) Ensure that Debenture Trustee files Form I with CERSAI in respect thereof within 30 (thirty) calendar days from date of execution of the Indenture of Mortgage and Transaction Documents or within such other extended time as permissible under the applicable Law; (viii) Obtaining the final listing approval from the stock exchange in respect of the Debentures (including

	but not limited to payment of all fees) and list the Debentures on the wholesale debt market segment of the Stock Exchange within 3 (three) business days from the issue closing date of the Debentures; (ix) Issuer shall furnish certificate from a practising chartered accountant/statutory auditor within 90 (ninety) days of disbursement, confirming that the amount disbursed has been utilized by the Issuer solely for the Purpose as mentioned herein; (x) Any other document as required elsewhere under the Transaction Documents or by the Debenture Trustee.
Events of Default (including manner of voting /conditions of joining Inter Creditor Agreement)	Please refer to Section 3.4 of this Key Information 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 '*Modifications to Chapter IV of the Master Circular for Debenture Trustees dated August 13, 2025*' for utilisation of the Recovery Expense Fund.
Conditions for breach of covenants (as Specified in the Debenture Trust Deed)	Please refer to sections named "Default Interest Rate" above and Section 3 below.
Provisions related to Cross Default Clause	Please refer to Section 3.4 of this Key Information Document.
Role and Responsibilities of the Debenture Trustee	Please refer to Section 3.3 of this Key Information Document.
Risk factors pertaining to the issue	Please refer to Section 3 (*Risk Factors*) of the General Information Document
Governing Law	The Debentures and documentation will be governed by and construed in accordance with the laws of India and the parties submit to the exclusive jurisdiction of the courts in Chennai, India and as more particularly provided for in the Debenture Trust Deed. Notwithstanding anything stated earlier, the Debenture Trustee has the right to commence proceedings before any other court or forum in India.
Refund of Application Money	Interest on Application Money at the Application Money Interest Rate (subject to deduction of tax at source at the rate prevailing from time to time under the provisions of the Income Tax Act, 1961 or any other statutory modification or re-enactment thereof) 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 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. Where an Applicant is allotted a lesser number of Debentures than applied for, the excess amount paid on application will be refunded to the Applicant and the cheque/ draft towards interest on the refunded money will be dispatched by registered post, courier or by way of RTGS/NEFT/direct credit. Details of allotment will be sent to every successful Applicant. In all cases, the interest instruments will be sent, at the sole risk of the Applicant/first Applicant. Notwithstanding the above, no interest shall be payable if the Application Money is received by the Company on the Deemed Date of Allotment.
Cure Period for Financial Covenants	30 (thirty) calendar days
Cure Period for Affirmative Covenants	A cure period of 30 (thirty) calendar days form the date of such breach shall be provided for following affirmative covenants: (g) *Preserve corporate status; authorizations*, (h) *Pay Stamp Duty*, (j) *Grievances,* (l) *Comply with Investor Education and Protection Fund requirements*, (o) *Filings*, (r) *Books of Account*, and (u) *Corporate Governance*;
Additional Interest	***Payment Default*** If, at any time, there shall be a Payment Default, the Company agrees to pay an additional interest rate of Default Interest Rate over and above the applicable Interest Rate on the Outstanding Principal Amount from the date of the occurrence of the Payment Default until such Payment Default is cured or the Debentures are fully redeemed. ***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. ***Delay in Security Creation*** Issuer shall pay a penal interest of 2.0% (two percent) p.a. over the Interest Rate in case there is any delay in the creation, registration and perfection of the security over the Hypothecated Assets; ***Breach of Financial Covenants*** Debenture Trustee reserves the right to levy a penalty of a sum equivalent to 1% p.a (One percent) of the Outstanding Amount on the Issuer in the event of breach of any of the Financial Covenants. In such an event, the Issuer shall pay the penalty for breach to the Debenture Trustee within 30 (thirty) calendar days from the date of such breach. ***Delay in listing*** In accordance with the NCS Listing Regulations read together with the Listed NCDs Master Circular, the Company confirms that in the event there is any delay in listing of the Debentures beyond 3 (three) trading days from the date of closure of the issue for the Debentures, the Company (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.
Buyback	Issuer can buy back Debentures with consent of Majority Debenture Holders subject to applicable Law.

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 debt securities are secured to the tune of 110% (One Hundred and Ten percent) the aggregate of the Payment 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. 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.

6. 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.

7. 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.

8. The arranger and its affiliates, including Online Bond Platform Providers (OBPPs), shall be permitted to use the Issuer's name, logo, and relevant

issuance details solely for the purpose of marketing and promoting the NCD Issuances and matters related thereto
Such usage may include:

- Placement of the Issuer’s name, logo, and issuance details, along with marketing materials (including the terms and conditions of the NCD Issuance), on the Arranger’s and OBPPs' websites, mobile applications, or other digital platforms.

- Inclusion of the Issuer’s name and issuance details in advertisements or promotional materials issued by OBPPs, arranger and/or it's affiliates.

9. **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, or intimation to the Debenture Holders or the Debenture Trustee in this connection. However, no such borrowings will have the benefit of the security interest created over the Hypothecated Assets and granted to the Debenture Trustee and Debenture Holders under the Transaction Documents. Notwithstanding anything contained in this Clause, the Company shall continue to comply with the financial covenants set forth in Section 3.2 (d) (*Financial Covenants*) of this Key Information Document.

SECTION 3: TRANSACTION DOCUMENTS AND KEY TERMS

3.1 Representations and Warranties of the Issuer

The Company makes the representations and warranties set out in this Clause to the Debenture Trustee for the benefit of the Debenture Holders on the date of this Key Information Document/ the Debenture Trust Deed and during the term of the Debentures.

(a) ***Status***

(i) It is a company, duly incorporated, registered and validly existing under the Laws of India.

(ii) It is registered as a non-banking financial company with the RBI.

(iii) It and each of its subsidiaries (as defined under the Act) has the power to own their respective Assets and carry on their respective business as it is being conducted.

(b) ***Binding obligations***

The obligations expressed to be assumed by it under the Transaction Documents are legal, valid, binding and enforceable obligations.

(c) ***Non-conflict with other obligations***

The entry into and performance by it of the transactions contemplated by the Transaction Documents do not and will not conflict:

(i) any Law or regulation applicable to it;

(ii) its Constitutional Documents

(iii) any agreement or instrument binding upon it or any of its Assets.

(d) ***Power and authority***

It has the power to issue the Debentures and to enter into, perform and deliver, and has taken all necessary authorisations its entry into, performance and delivery of, the Transaction Documents to which it is a party and the transactions contemplated by those Transaction Documents.

(e) ***Validity and admissibility in evidence***

All approvals, authorizations, consents, permits (third party, statutory or otherwise) required or desirable:

(i) to enable it lawfully to enter into, exercise its rights and comply with its obligations in the Transaction Documents to which it is a party;

(ii) to make the Transaction Documents to which it is a party admissible in evidence in its jurisdiction of incorporation; and

(iii) for it to carry on its business, and which are material, have been obtained or effected and are in full force and effect.

(f) ***No default***

No Event of Default or potential Event of Default has occurred or is reasonably foreseen at the time of execution of this Agreement and is continuing or would reasonably be expected to result from the execution or performance of any Transaction Documents or the issuance of the Debentures. No other event or circumstance is outstanding which constitutes (or which would, with the lapse of time, the giving of notice, the making of any determination under the relevant document or any combination of the foregoing, constitute) a default or termination event (however described) under any other agreement or instrument which is binding on the Company or any of its Assets or which might have a Material Adverse Effect.

(g) ***Pari passu inter se ranking***

The Debentures shall constitute direct and unconditional and secured obligations of the Company. The claims of the Debenture Holders shall be superior to all the claims of equity investors/ lenders of Tier I Capital and Tier II Capital (including without limitation, any Subordinated Debt) and shall rank *pari passu* inter se.

(h) ***No proceedings pending***

Except as disclosed by the Company in its Disclosure Document(s), annual reports and financial statements, no litigation, arbitration or administrative proceedings of or before any court, arbitral body or agency which have been started or threatened against the Company, where such proceedings could result in or cause a Material Adverse Effect.

(i) ***No misleading information***

(A) All information provided by the Company to the Debenture Trustee/Debenture Holders for the purposes of this Issue is true and accurate in all material respects as at the date it was provided or as at the date (if any) at which it is stated.

(B) It has disclosed all information in the Disclosure Document(s) that is relevant for the Applicants/ Initial Debenture Holders to apply for subscription of the Debentures.

(j) ***No Material Adverse Effect***

(i) There has not been and there is no investigation or enquiry by, or order, decree, decision or judgment of, any Governmental Authority been issued or outstanding or to the best of the Company's knowledge (after making due and careful enquiry), anticipated against the Company which would have a Material Adverse Effect on the Company, nor has any notice or other communication (official or otherwise) from any Governmental Authority been issued or outstanding or to the best of the Company's knowledge (after making due and careful enquiry), anticipated with respect to an alleged, actual or potential violation and/or failure to comply with any such applicable Law or requiring them to take or omit any action.

(ii) Neither the Company nor any Group Entity has violated, or breached any applicable Law which has resulted in or could reasonably be expected to have a Material Adverse Effect.

(k) ***Financial statements***

(i) Its financial statements most recently supplied to the Debenture Trustee were prepared in accordance with Ind-AS consistently applied save to the extent expressly disclosed in such financial statements.

(ii) Its financial statements for the Previous Year supplied to the Debenture Trustee, give a true and fair view and represent its financial condition and operations during the relevant Financial Year save to the extent expressly disclosed in such financial statements.

(iii) It has disclosed all its borrowings from various banks and financial institutions in the Disclosure Document(s).

(l) ***Solvency***

(i) The Company is able to, and has not admitted its inability to, pay its debts as they mature and has not suspended making payment on any of its debts and it has not been deemed by a court to be unable to pay its debts for the purposes of applicable Law, nor will it become unable to pay its debts for the purposes of applicable Law as a consequence of entering into this Key Information Document/ the Debenture Trust Deed or any other Transaction Document.

(ii) The Company, by reason of actual or anticipated financial difficulties, has not commenced, and does not intend to commence, negotiations with one or more of its creditors with a view to rescheduling its Indebtedness.

(iii) The value of the Assets of the Company is more than its liabilities (taking into account contingent and prospective liabilities) and it has sufficient capital to carry on its business.

(iv) The Company has not taken any corporate action nor has it taken any legal proceedings or other procedure or steps in relation to any bankruptcy proceedings.

(v) No insolvency or bankruptcy process has commenced under the (Indian) Insolvency and Bankruptcy Code, 2016, the Insolvency and Bankruptcy (Insolvency and Liquidation Proceedings of Financial Service Providers and Application to Adjudicating Authority) Rules, 2019, and any other rules and regulations made thereunder from time to time.

(vi) No reference has been made, or enquiry or proceedings commenced, in respect of the Company, before the National Companies Law Tribunal or under any mechanism or prescription of the RBI in respect of resolution/restructuring of stressed assets (including without limitation, under the RBI's circular no. DBR.No.BP.BC.45/21.04.048/2018-19 dated June 7, 2019 on "Prudential Framework for Resolution of Stressed Assets", as amended, modified or restated from time to time.

(m) ***No immunity***

The Company is not entitled to any immunity or privilege (sovereign or otherwise) from any set-off, judgment, execution, attachment or other legal process.

(n) ***Legal and Beneficial Ownership***

Except for the security interests and encumbrances created and recorded with the Ministry of Corporate Affairs (available using CIN/FCRN/LLPIN/FLLPIN of the Company on the website http://www.mca.gov.in/MCA21/index.html under the heading "Index of Charges"), the Company has, free from any security interest or encumbrance, the absolute legal and beneficial title to, or valid leases or licenses of, or is otherwise entitled to use (in each case, where relevant, on arm's length terms), all material assets necessary for the conduct of its business as it is being, and is proposed to be, conducted.

(o) ***Compliance with Laws***

i. The Company, the Promoters and their Group Entities to the best of Company’s knowledge and belief after due and careful enquiry have conducted and are conducting their respective businesses in all material respects in compliance with all applicable Laws.

ii. The Company shall complete all necessary formalities including all filings with the relevant regulatory authorities, including but not limited to SEBI, the BSE and the ROC (if applicable) and obtain all consents and approvals required for the completion of the Issue.

iii. The Company is in compliance with SEBI Listed NCDs Circulars and Regulations, Debenture Trustee Regulations, NBFC Master Directions, Companies Act and all rules made thereunder and other applicable Law,

(p) ***Anti-terrorism Laws***

The Company and its affiliates are in compliance in all respects with all Anti-Terrorism Laws, and are adhering to all regulatory requirements pertaining to Anti-Terrorism /and Anti-Money Laundering.

(q) ***No Corrupt Practices***

(i) Neither the Company nor its Promoters or affiliates have indulged in any corrupt practices pertaining to the business such as misstatement, fraud, misappropriation, embezzlement of financial and other resources or gains unreported in the audited financial statements.

(ii) Neither the Company, the Promoters nor any of heir Group Entity through its officers, directors or employees in such capacities or any person acting on behalf of the Company, the Promoters or any their Group Entity have engaged in any Objectionable Practice.

(r) ***Taxation***

(i) The Company has duly and punctually paid and discharged all Taxes imposed upon it or its assets within the time period allowed without incurring penalties save to the extent that (A) payment is being contested in good faith, (B) the Company has maintained adequate reserves for those Taxes, and (C) payment can be lawfully withheld;

(ii) The Company is not overdue in the filing of any Tax returns.

(iii) No claims exceeding Tax Claims Amount are being or are reasonably likely to be asserted against the Company with respect to Taxes, where such claims could result in or cause a Material Adverse Effect.

(s) ***Disclosures in Disclosure Document(s)***

The extent of disclosures made in the Disclosure Document(s) is consistent with disclosures permitted by Government Authorities in relation to the issue of securities made by the Company prior to the issue of the Debentures.

(t) ***Audit***

The Company annual accounts are audited by an auditor from a reputable firm of independent chartered accountants.

(u) ***Good Business Standard***

The Company in its business transactions with its shareholders, partners, managers, staff, affiliates or affiliates of such entities or persons keeps within normal, good and acceptable business standards, including transactions being on arm's length.

(v) ***Proper book-keeping and accounting***

The Company has a proper, efficient and effective book-keeping and accounting system in place as well as adequate professional staff, including maintaining of accounts showing the loan drawings, payments, interest etc.

(w) ***Employees***

The Company is in compliance with all obligations under the applicable labour laws and other applicable Laws in relation to its employees.

(x) ***Compliance with RBI/SEBI Regulations and the Act's Requirements***

The Debentures are being issued in compliance with the applicable regulations of the RBI/SEBI and the relevant provisions of the Act as applicable. Any provision in the Deed which is not in compliance with regulations of the RBI/SEBI and the relevant provisions of the Act can be amended by the Company and the Debenture Trustee by executing an amendment to the Deed and the Debenture Holders shall have no right to raise any objection thereto.

3.2 COVENANTS OF THE ISSUER:

(a) AFFIRMATIVE COVENANTS

The Company shall comply with the following covenants until the Final Redemption Date.

(i) ***Utilization of the issue proceeds***

The Issuer shall utilize the proceeds of this issue in accordance with applicable Laws and regulations and as provided in this Key Information Document/ the Debenture Trust Deed.

(ii) ***Amendment of Articles of Association***

Issuer has incorporated provisions in their Articles of Association, authorizing the Debenture Holders and the Debenture Trustee to appoint a nominee director on the board of directors of the Company as per Regulation 15 (1)(e) of the Securities and Exchange Board of India (Debenture Trustees) Regulations, 1993 and Rule 18(3) (e) of Companies (Share Capital and Debentures) Rules, 2014 as specified SEBI Listed Debentures Circulars and Regulations.

(iii) ***Notice of winding up or other legal process***

Company shall promptly inform the Debenture Trustee if it has notice of any application for winding up having been made or any statutory notice of winding up under the provisions of the Act or any other notice under any other statute relating to winding up or otherwise of any suit or insolvency or other legal proceedings initiated against the Issuer, which may have a material impact on the business, operations, or financial condition of the Company;

(iv) ***Loss or damage by uncovered risks***

Company shall promptly inform the Debenture Trustee of any material loss or significant damage which the Company may suffer due to any force majeure circumstances or act of God, such as earthquake, flood, tempest or typhoon, etc. against which the Company may not have insured its properties;

(v) ***Costs and expenses***

Company shall pay all costs, charges and expenses in any way incurred by the Debenture Trustee towards protection of Debenture Holders' interests, including traveling and other allowances and such taxes, duties, costs, charges and expenses in connection with or relating to the Debentures subject to such expenses, costs or charges being approved in writing by the Company before they are incurred and shall not include any foreign travel costs;

(vi) ***Payment of Rents, etc.***

Company shall punctually pay all rents, royalties, taxes, rates, levies, cesses, assessments, impositions and outgoings, governmental, municipal or otherwise imposed upon or payable by the Company as and when the same shall become payable and when required by the Debenture Trustee produce the receipts of such payment and also punctually pay and discharge all debts and obligations and liabilities which may have priority over the Debentures and observe, perform and comply with all covenants and obligations which ought to be observed and performed by the Company under this Key Information Document/ the Debenture Trust Deed;

(vii) ***Preserve corporate status; authorisations***

Company shall

(i) diligently preserve and maintain its corporate existence and status and all rights, contracts privileges, franchises and concessions now held or hereafter acquired by it in the conduct of its business and comply with each and every term of the said franchises and concessions and all acts, authorizations, consents, permissions, rules, regulations, orders and directions of any legislative, executive, administrative or judicial body applicable to its Assets or any part thereof PROVIDED THAT the Company may contest in good faith the validity of any such acts, rules, regulations, orders and directions and pending the determination of such contest may postpone compliance therewith if the rights enforceable under the Debentures are not thereby materially endangered or impaired. The Company will not do or voluntarily suffer or permit to be done any act or thing whereby its right to transact its business might or could be terminated or whereby payment of the principal of or interest on the Debentures might or would be hindered or delayed; and

(ii) conduct its business with due diligence and efficiency and in accordance with sound technical, managerial and financial standards and business practices with qualified and experienced management and personnel;

(iii) promptly obtain all consents and authorizations as maybe necessary for performing its obligations in relation to the issue of the Debentures;

(viii) ***Pay stamp duty***

Company shall pay all such stamp duty (including any additional stamp duty), other duties, taxes, charges and penalties, if and when the Company may be required to pay according to the applicable state laws and in the event of the Company failing to pay such stamp duty, other duties, taxes and penalties as aforesaid, the Debenture Trustee will be at liberty (but shall not be bound) to pay the same and the Company shall reimburse the same to the Debenture Trustee on demand;

(ix) ***Furnish information to Debenture Trustee***

Company shall give to the Debenture Trustee or its nominee(s)/ agent(s) such information/copies of relevant extracts as they shall require as to all matters relating to the business of the Company or any part thereof, including, but not limited to, statutory auditors report, directors' annual report, profit and loss accounts and a balance sheet, and to investigate the affairs thereof and the Company shall allow the Debenture Trustee to make such examination and investigation as and when felt necessary and shall furnish him with all such information as they may require and shall pay all reasonable costs, charges and expenses incidental to such examination and investigation;

(x) ***Grievance***

Promptly and expeditiously attend to and redress the grievances, if any, of the Debenture Holders. The Company further undertakes that it shall promptly comply with the suggestions and directions that may be given in this regard, from time to time, by the Debenture Trustee and shall advise the Debenture Trustee periodically of the compliance;

(xi) ***Specific Information to be provided to the Debenture Trustee***

Company shall inform and provide the Debenture Trustee with applicable documents in respect of the following:

(A) notice of any Event of Default or potential Event of Default, each as listed in Section 3.4 (Events of Default) of this Key Information Document;

(B) periodic review of the ratings obtained by the Company by the credit rating agencies and any revision in the rating as per the listing agreement entered into with the stock exchange;

(C) details of any material litigation, arbitration or administrative proceedings, etc. including those that are required to be disclosed to the stock exchange under the listing agreement entered into with the stock;

(D) any and all information required to be provided to the Debenture Holders under the listing agreement that may be entered into between the Company and the BSE;

(E) the declaration or distribution of dividend in case there is any default in payment of interest and/or principal on these NCDs.

(xii) ***Comply with Investor Education and Protection Fund requirements***

Company shall comply with the provisions of the Act relating to transfer of unclaimed/ unpaid amounts of interest on Debentures and redemption of Debentures to Investor Education and Protection Fund (IEPF), if applicable to it;

(xiii) ***Further assurances***

Company shall

(A) execute and/or do, at their own expense, all such deeds, assurances, documents, instruments, acts, matters and things, in such form and otherwise as the Debenture Trustee may reasonably or by Law require or consider necessary in relation to enforcing or exercising any of the rights and authorities of the Debenture Trustee;

(B) furnish to the Debenture Trustee details of all grievances received from the Debenture Holders and the steps taken by the Company to redress the same. At the request of any Debenture Holder, the Debenture Trustee shall, by notice to the Company call upon the Company to take appropriate steps to redress such grievance and the Company shall comply with the instructions of the Debenture Trustee issued in this regard;

(C) obtain, comply with the terms of and do all that is necessary to maintain in full force and effect all authorisations necessary to enable it to lawfully enter into and perform its obligations under this Key Information Document/ the Debenture Trust Deed or to ensure the legality, validity, enforceability or admissibility in evidence in India of this Key Information Document/ the Debenture Trust Deed;

(D) comply with:

  (A) all Laws, rules, regulations and guidelines (including but not limited to environmental, social and taxation related Laws), as applicable in respect of the Debentures and obtain such regulatory approvals as may be required from time to time, including but not limited, in relation to the following the provisions of the Issue and Listing of Structured Debt Securities Market Linked Debt Securities Guidelines for Issue and Listing of Structured Products/ Market Linked Debentures issued on September 29, 2011 or any amendments thereto, SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015, NCS Listing Regulations and the provisions of the listing agreement to be entered into by the Company with the BSE in relation to the Debentures;

  (B) the Securities and Exchange Board of India (Debenture Trustee) Regulations, 1993 as in force from time to time, in so far as they are applicable to the Debentures and furnish to the Debenture Trustee such data, information, statements and reports as may be deemed necessary by the Debenture Trustee in order to enable them to comply with the provisions of Regulation 15 thereof in performance of their duties in accordance therewith to the extent applicable to the Debentures;

  (C) the provisions of the Act in relation to the issue of the Debentures;

(D) procure that the Debentures are rated and continued to be rated until the redemption of the Debentures;

(E) The Company shall ensure that, at time of making any payment of interest or repayment of the principal amount of the Debentures in full or in part, the Company shall do so in the manner that is most tax efficient for the Debenture Holders (including withholding tax benefit) but without, in any way, requiring the Company to incur any additional costs, expenses or taxes and the Company shall avail of all the benefits available under any treaty applicable to the Company and/or the Debenture Holders;

(F) The Issuer hereby undertakes that the Hypothecated Assets are free from all encumbrances and are not subject to any lien or charge;

(G) Permit visits and inspection of books of records, documents and accounts to Debenture Trustee as and when required by them;

(H) Comply with any monitoring and/or servicing requests from Debenture Trustee; and

(I) The Issuer shall ensure compliance with RBI digital lending guidelines (as applicable from time to time) on a continuing basis till the Debentures maturity.

(xiv) ***Security***

The Company hereby further agrees, declares and covenants with the Debenture Trustee as follows:

(A) the Debentures shall be secured with first ranking exclusive continuing security by way of a first ranking exclusive charge on the Hypothecated Assets in favour of the Debenture Trustee for the benefit of the Debenture Holders;

(B) that all the Assets that shall be charged to the Debenture Trustee under the Hypothecation Agreement shall always be kept distinguishable and held as the exclusive property of the Company specifically appropriated to this security and be dealt with only under the directions of the Debenture Trustee. The Company shall not create any charge, lien or other encumbrance upon or over the same or any part thereof except in favour of the Debenture Trustee nor suffer any such charge, lien or other encumbrance or any part thereof nor do or allow anything that may prejudice this security and the Debenture Trustee shall be at liberty to incur all costs and expenses as may be necessary to preserve this security and to maintain the same undiminished and claim reimbursement thereof;

(C) shall, on the First Security Cover Determination Date and at all times thereafter, ensure that the Security Cover Ratio is maintained and towards this end, it shall on or before each Quarterly Security Cover Determination Date, Top-up the Hypothecated Assets with additional Receivables constituting the Hypothecated Assets in accordance with the Hypothecation Agreement so as to ensure that Security Cover Ratio is maintained at all times;

(D) The Issuer shall 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 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;

(E) from the Deemed Date of Allotment until the redemption of the Debentures the Issuer shall ensure first ranking and exclusive charge of the Debenture Trustee. In the event of any modification of security as a result of providing additional security the Issuer shall apply for modification of charge/Debenture Holders or Debenture Trustee shall instruct the Company to apply for modification over such modified Hypothecated Assets by filing Form CHG-9 with the concerned ROC and the required filing with the Central Registry in relation thereto as soon as practicable and no later than 30 (thirty) days therefrom;

(F) shall, on the First Security Cover Determination Date and every Quarterly Reporting Date, as also whenever required by the Debenture Trustee, give full particulars to the Debenture Trustee of all the Hypothecated Assets from time to time and shall furnish and verify all statements, reports (including Monitoring Reports as prescribed in the Hypothecation Agreement), returns, certificates and information from time to time and as required by the Debenture Trustee and furnish and execute all necessary documents to give effect to the Hypothecated Assets;

(G) the security interest created on the Hypothecated Assets shall be a continuing security as described in the Hypothecation Agreement;

(H) the Hypothecated Assets shall satisfy the eligibility criteria set out in the Eligibility Criteria;

(I) nothing contained herein shall prejudice the rights or remedies of the Debenture Trustee and/ or the Debenture Holders in respect of any present or future security, guarantee obligation or decree for any Financial Indebtedness or liability of the Company to the Debenture Trustee and/ or the Debenture Holders; and

(J) the Debenture Holders shall have a beneficial interest in the moveable Assets of the Company which have been charged to the Debenture Trustee to the extent of the Outstanding Principal Amounts of the Debentures under this Key Information Document/ the Debenture Trust Deed.

(xv) ***Filings***

The Company shall file with the BSE such information as required under SEBI Listed Debentures Circulars and Regulations.

In case of a foreign investor the Issuer shall make all filings as per the applicable Laws.

(xvi) ***Amounts to be reimbursed to the Debenture Trustee***

Company shall, forthwith upon demand by the Debenture Trustee, reimburse to the Debenture Trustee all amounts paid by the Debenture Trustee to reasonably protect the Hypothecated Assets and such amounts shall be deemed to be secured by the Hypothecated Assets.

(xvii) ***Delay in Security Creation***

Company shall in the event of any delay in the creation of first ranking and exclusive charge over the Hypothecated Assets within the timelines stipulated in the Hypothecation Agreement or in the event the Security Cover Ratio is not met on or prior to the First Security Cover Determination Date, the Company will, at the option of the Debenture Holders, either:

(A) refund the Application Money as set out in Section 2.45 'Refund of Application Money', to the Debenture Holders; or

(B) pay to the Debenture Holders additional interest at Default Interest Rate on the Outstanding Principal Amounts from the Deemed Date of Allotment till the creation of first ranking and exclusive charge over the Hypothecated Assets pursuant to the terms of the Hypothecation Agreement such that the Security Cover Ratio is met.

(xviii) ***Books of Account***

Company shall maintain proper books of account as required by the Act and therein make true and proper entries of all dealings and transactions of the business of the Company and keep such books of account and all other books, registers and other documents relating to the affairs of the Company at its registered office or, where permitted by Law, at other place or places where the books of account and documents of a similar nature may be kept. The Company will ensure that all entries in the same relating to the Hypothecated Assets and the business of the Company shall at all reasonable times be open for inspection of the Debenture Trustee and such person or persons as the Debenture Trustee shall, from time to time, in writing for the purpose, appoint.

(xix) ***Material Adverse Effect***

Company shall promptly inform the Debenture Trustee in writing of the occurrence of any, or the occurrence of any event that is likely to have a, Material Adverse Effect, together with explanation of the reasons thereof.

(xx) ***Insurance***

Company shall maintain insurances on and in relation to its business and assets with insurance companies against those risks and to the extent as is usual for companies carrying on the same or substantially similar business and any other insurances as may be required by Law and ensure that all premiums are paid on time and other obligations of the Company under the insurance policies are duly complied with.

(xxi) ***Corporate Governance***

(i) the Company shall maintain the highest standards of corporate governance in accordance with the NBFC Directions;

(ii) shall at all times until the redemption of all outstanding Debentures, ensure that there is at least 2 (two) independent directors;

(iii) the Company shall at all times comply with the NBFC Directions and Reserve Bank of India (Non-Banking Financial Companies – Credit Facilities) Directions, 2025 dated November 28, 2025 and any amendments from time to time.

(xxii) ***General***

i. the Company shall perform all of its obligations under the terms of the Transactions Documents and maintain in full force and effect each of the Transaction Documents;

ii. the Company shall promptly pay and discharge all its financial obligations and regularly make all payments due and payable by the Company, including but not limited to taxes and also such payment due and payable under or in respect of the Issue or any documents executed in connection there with;

iii. the Company shall give the Debenture Trustee any information, relating to the business, property, affairs of the Company, that materially impacts the interests of the Debenture Holders;

iv. the Company shall comply with the 'Guidelines on Fair Practices Code for Non-Banking Financial Companies' as prescribed by the RBI from time to time;

v. the Company shall obtain, comply with and maintain all necessary licenses / authorisations; and

vi. the Company shall at all times act and proceed in relation to its affairs and business in compliance with applicable Law.

(xxiii) ***Access***

Company shall permit the Debenture Trustee (and the Debenture holders) and/or accountants or other professional advisers and contractors appointed by the Debenture Trustee access at all reasonable times and on reasonable notice of the Company to:

i. check the management of the funds made available through subscription to the Debentures;

ii. inspect and take copies and extracts from the books, accounts and records of the Company;

iii. visit and inspect the premises of the Company;

iv. review relevant records of the Company for monitoring purposes, subject to prior written notice and confidentiality obligations;

v. management discussions limited to matters materially affecting the interests of the Debenture Holders; and

vi. meet and discuss matters with senior management employees of the Company.

Provided that the Company is served with a prior notice of 15 (fifteen) days before any such access to the Debenture Trustee (and the Debenture holders) or its representatives.

(xxiv) ***Conditions Subsequent***

Company shall comply with the conditions stipulated in '*Conditions Subsequent*' under **Section 2.45**.

(xxv) ***Financial Covenants***

Company shall comply with the financial covenants stipulated in Section 3.2 (d) (Financial Covenants) of this Key Information Document.

(xxvi) ***Issue Terms and Conditions***

At all times during the term of these presents comply with each of the Issue Terms and Conditions.

(xxvii) ***Internal Controls***

Company shall maintain appropriate internal controls for the purpose of (i) preventing fraud on monies lent by the Company; and (ii) preventing money being used for money laundering or illegal purposes.

(xxviii) ***Information to Debenture Trustee***

The Company shall promptly provide all assistance, documents and information to the Debenture Trustee as may be required by it to enable the Debenture Trustee to fulfill its obligations as may be required by SEBI from time to time.

(b) NEGATIVE COVENANTS

The Issuer shall not without the prior written permission of the Majority Debenture Holders or Debenture Holders holding Debentures amounting to Rs. 50 crore and above and Debenture Trustee, do or undertake to do any of the following:

(a) ***Change of business***

Change the general nature of its business from that which is permitted by the RBI.

The Issuer shall not undertake any new major business outside financial services, other than insurance distribution, without prior approval of its Board, intimation to the Debenture Trustee and Debenture Holders.

The Issuer shall not enter into or perform any transaction (including but not limited to loans or advances and investment by way of share capital, except investment in the Subsidiary IKF Home Finance Ltd.) other than in its Ordinary Course of Business, without approval of the Debenture Trustee.

(b) ***Change in Constitutional Documents***

Change or make any alteration to its Constitutional Documents, without prior written consent of the Debenture Trustee except for increase in authorized share as required by law, consequential changes due to equity infusion, any change to the object clause towards obtaining corporate agent license from the Insurance Regulatory and Development Authority of India (IRDAI), and which are not detrimental to the interest of Debenture Holders.

(c) ***Change in Promoter holding in the Issuer/Control***

Promoters of the Company cease to remain in the executive position of the Company.

(d) ***Dividend***

Declare or pay any dividend or make any distributions on its share capital (other than dividends or distributions payable on shares of the Company), unless:

(i) the proposed payment or distribution is out of net income of the current Financial Year (excluding any amount resulting from the revaluation of any of the Company's assets);

(ii) no Event of Default has occurred and is then continuing, or could occur or is reasonably likely to occur, as a result of such payment or declaration of any dividend or distribution and after giving effect to any such action;

(iii) the Company is in compliance with the financial covenants set forth in Section 3.2 (d) (Financial Covenants) of this Key Information Document; and

(iv) the company has paid or made satisfactory provision for the payment of the instalments of principal and interest due on the Debentures.

(e) ***Arrangement/ consolidation, etc.***

Undertake or permit any demerger, consolidation, restructuring, re-organisation, scheme of arrangement or compromise or effect any scheme of amalgamation or reconstruction with its creditors or shareholders or other similar purposes or change its shareholding structure provided however that this restriction shall not apply in the event that the compliance with this restriction would result in the Issuer defaulting in relation to any of its payment obligations in relation to the Debentures.

(f) ***Associates, Subsidiaries, and Joint Ventures***

Dispose of, acquire or incorporate any associates (as defined in the Act), subsidiary (as defined in the Act) or joint ventures without the prior written consent of the Majority Debenture Holders.

(g) ***Merger/ Acquisition***

Undertake any merger, acquisition, spinoff, restructuring, amalgamation, or other similar purposes or change its shareholding structure over and above 10% (ten percent) of the net worth of the Issuer without the prior written consent of the Majority Debenture Holders.

(h) ***Joint Venture***

Without the prior written consent of the Majority Debenture Holders:

(i) acquire (or agree to acquire) any shares, stocks, securities or other interest in any joint venture; or

(ii) transfer any assets or lend to or guarantee or indemnify or give security for the obligations of a joint venture (or agree to transfer, lend, guarantee, indemnify or give security for the obligations of a joint venture).

(i) ***Loans and Guarantees***

The Company shall not:

i. extend a loan to any single individual or entity amounting to greater than 7.5% (seven point five percent) of its net worth, the limits allowed under the relevant enactment;

ii. undertake to guarantee the liabilities of any individual or entity (unless the entity is a wholly owned subsidiary of the Company) other than in its Ordinary Course of Business;

iii. Restructure any borrowing arrangements or inclusion of co-lent loans;

(j) ***Arm's length basis; No profit-sharing arrangements***

The Company shall not, without the prior written consent of the Majority Debenture Holders:

(i) enter into any transaction with any person or enter into or continue business relations with its shareholders, employees, affiliate(s), holding company(ies), and/or subsidiary(ies) except on proper commercial terms negotiated on an arm's length basis;

(iii) enter into any management contract or similar arrangement whereby its business or operations are managed by any other person.

(iv) The Issuer shall not without the prior written consent of the Debenture Trustee enter into or perform any transaction (including but not limited to loans or advances and investment by way of share capital except investment in the subsidiary IKF Home Finance Ltd.) other than in its Ordinary Course of Business.

(k) ***Immunity***

Claim any immunity or limitation of liability against any payment obligations arising towards the Debenture Holders.

(l) ***Auditor***

Change its auditor (other than pursuant to operation of Law), without the prior written consent of the Majority Debenture Holders.

(m) ***Liabilities***

Incur, create, assume, or allow any Financial Indebtedness that ranks prior to the Debentures or subordinates the Debentures.

(n) ***Change of Control***

Issue any additional shares or equity interests and shall not have its existing shares or equity interests transferred, sold, pledged or otherwise encumbered, if such action results in dilution of shareholding of the Promoter or key shareholders leading to change in Control of the Company. Any dilution of control over the Board composition, other than appointment of independent directors.

The Company will not purchase or redeem any of its issued shares or reduce its share capital without the Debenture Trustees' prior written consent, except for conversion of preference shares;

(o) ***Buy-back***

The Issuer shall not purchase or redeem any of its issued shares, or reduce its share capital, except in the ordinary course and with requisite statutory/Board approvals, with prior intimation to the Debenture Trustee.

(p) ***Disposal of Assets***

Sell, transfer, or otherwise dispose of in any manner whatsoever any material Assets of the Company, sell any business/division having a value exceeding 10% of the Net Worth of the Issuer in any financial year, that has the effect of exiting the business or re-structuring of the existing business, to be with the prior consent of the Debenture Trustee, other than any securitization/portfolio sale of assets undertaken by the Company in its Ordinary Course of Business.

Company shall not dispose of its assets or compromise with any of its creditors without the prior written consent of the Debenture Holder(s), except in the ordinary course of and pursuant to the reasonable requirements of the Company's business and upon fair and reasonable terms;

(q) ***Management Control***

The Issuer shall not make any material change in its management, cause or permit change in control (as defined under the under the SEBI (Substantial Acquisition of Shares and Takeovers) Regulations, 2011) of the Issuer; cause or permit acquisition of the ownership of or entitlement to more than twenty-five percent of shares or capital or profits of the Issuer by any natural person(s), who, whether acting alone or together, or through one or more juridical person; enter into any compromise arrangement with its shareholders or creditors, pass a resolution of voluntary winding up or implement any scheme for restructuring or reconstruction, consolidation, amalgamation, merger or other similar purposes or change its shareholding structure

(r) ***Material compromise or Settlement***

Enter into material compromise or arrangement or settlement with any of its creditors without the prior written consent of the Debenture Trustee, except in the ordinary course of and pursuant to the reasonable requirements of the Issuer's business and upon fair and reasonable terms.

(s) ***Anti-money laundering***

Permit any of the Debenture proceeds to be used to fund any form of violent political activity, terrorists or terrorist organizations, nor any money laundering process or scheme to disguise illegally obtained funds, nor any other criminal activity including arms sales, drug trafficking, robbery, fraud or racketeering.

(t) ***Related Party Transactions***

Without prior written intimation to the Debenture Trustee, the Issuer shall not enter into or perform any transaction(s) with a related party except in the Ordinary Course of Business. Without prejudice to the foregoing, the Issuer shall not without the prior written consent of the Debenture Trustee acting on behalf of Majority Debenture Holders (i) enter into any transaction(s) whereby the overall outstanding amount owed to the Issuer under all such transactions exceeds 5.00% (Five Point Zero Zero percent) of its net worth, (ii) whereby the overall expense incurred through such transactions during any financial year exceeds 10.00% (Ten Point Zero Zero percent) of its revenue, or (iii) provide any guarantee for any indebtedness of a related party. The Debenture Trustee shall be granted access to any additional information that it deems necessary to monitor and evaluate this covenant. For the purposes of this clause, the terms 'net worth' and 'related party' shall respectively have the meaning ascribed to them in sections 2 (57) and 2 (76) of the Companies Act, 2013 (and the Rules framed thereunder). This clause is only applicable to Promoter entities and is not applicable on subsidiary of the Issuer.

(u) ***Financial Year***

Company shall not change its financial year-end from 31st March (or such other date as may be approved by Majority Debenture Holders) without the prior written consent of the Debenture Trustee.

(v) ***Others***

Without prejudice to Clause (a) (*Change of business; Role of Promoter*) of this Section 3.2 (b) (Negative Covenants) of this Key Information Document, permit sale/ transfer/ disposal of (i) equity shares of the Company, or (ii) instruments that are compulsorily and mandatorily convertible into equity shares of the Company, by the Promoter(s) and/ or (iii) permit the Promoter(s) to exit from management activities in relation to the Company.

(c) REPORTING COVENANTS

Company shall provide or cause to be provided to the Debenture Trustee (and to the Debenture Holders if so requested), in form and substance reasonably satisfactory to the Debenture Trustee, each of the following items:

(a) Quarterly Reports

As soon as available and in any event within 60 (sixty) calendar days after the end of each quarterly reporting period of the Company, the quarterly reporting required and in form and substance satisfactory to the Debenture Trustee and the Debenture Holders. Such reporting will include information detailing:

i. financials, unaudited financial statements, latest ALM details, operations, portfolio growth and asset quality (including static portfolio cuts, collection efficiency and portfolio at risk data), funding in formats acceptable to the Debenture Trustee,

ii. Issuer shall provide details of a) operational information, b) portfolio cuts, c) disbursements d) dpd statements, changes in Board & management and f) changes in shareholding pattern on a quarterly basis in the format as specified by the Debenture Trustee;

iii. the shareholding structure and composition of the board of directors in the Company;

iv. if applicable, the financial and other returns filed by the Company with the RBI (including without limitation, the form NBS 7 filed with the RBI);

v. a compliance certificate regarding the financial covenants set forth in Section 3.2 (d) (Financial Covenants) of this Key Information Document from statutory auditor in form and substance reasonably satisfactory to the Debenture Trustee and the Debenture Holders;

vi. details of hypothecated book on a quarterly basis;

vii. certificate issued by the statutory auditor on maintenance of Security Cover and there are no encumbrances on the Hypothecated Assets;

viii. static pool analysis and vintage curve data of the Portfolio and Gross Loan Portfolio in the format as specified by the Debenture Trustee;

ix. The Company shall furnish quarterly report to the Debenture Trustee containing the following particulars:

(a) Updated list of the names and addresses of the Debenture Holders.
(b) Details of the Interest due, but unpaid and reasons thereof.
(c) The number and nature of grievances received from the Debenture Holders and (A) resolved by the Company (B) unresolved by the Company and the reasons for the same.
(d) Any other financial / operational data as may be required by the Debenture Holders.
(e) A statement that the Hypothecated Assets certified by statutory auditor is sufficient to discharge the claims of the Debenture Holders.
(f) transactions with related parties and balances outstanding.
(g) list of top 20 borrowers.
(h) ALM return filed with RBI.

(b) Annual Reports

As soon as available, and in any event within 90 (ninety) calendar days after the end of each Financial Year of the Company, the annual reporting required and in form and substance satisfactory to the Debenture Trustee and the Debenture Holders. Such reporting will include information detailing:

i. certified copies of its audited consolidated and non-consolidated (if any) financial statements for its most recently completed fiscal year, prepared in accordance with Indian Accounting Standards including its balance sheet, income statement and statement of cash flow. All such information shall be complete and correct in all material respects and fairly represents the financial condition, results of operation and changes in cash flow of the Company as of the date thereof within 180 (one hundred and eighty) days from the end of each Financial Year;

ii. SEBI Results;

iii. a certificate of the Chief Financial Officer or a Director of the Company confirming that his or her review has not disclosed the existence of any Event of Default;

iv. copy of Structural Liquidity Statement, CRAR, Qualifying asset certificate, Unhedged Foreign currency certificate, submitted to the RBI; and

v. the corporate social responsibility report confirming adherence by the Company to its corporate social responsibility policy.

Issuer shall provide audited financial statements at the end of each financial year within 120 (one hundred and twenty) days from the end of each Financial Year.

(c) Event Based Reports

(i) The Company shall provide/cause to be provided information to the Debenture Trustee (and to the Debenture Holders, if so requested) as soon as practicable, and in any event within 2 (two) Business Days from the occurrence of such event:

a) if the Company obtains or reasonably should have obtained actual knowledge thereof, notice of the occurrence of any event or circumstance that could reasonably be expected to result in a Material Adverse Effect;

b) if the Company obtains or reasonably should have obtained actual knowledge thereof, notice of any dispute, litigation, investigation or other proceeding affecting the Company or its property or operations, which, if adversely determined, could result in a Material Adverse Effect;

c) if the Company obtains actual knowledge thereof, notice of the occurrence of any Event of Default or potential Event of Default, specifying the nature of such event and any steps the Company is taking and proposes to take to remedy the same;

(ii) The Company shall provide/cause to be provided information to the Debenture Trustee (and to the Debenture Holders, if so requested) as soon as practicable, and in any event within 15 (fifteen) Business Days from the occurrence of such event:

a) the details of any change in the shareholding structure, in form and substance satisfactory to the Debenture Trustee and the Debenture Holders;

b) the details of any change in board of directors;

c) any change in the statutory auditors/ / change in accounting policy;

d) the Company alters its Constitutional Documents; and

e) any notice of any application for winding up having been made or receipt of any statutory notice of winding up under the provisions of the Act or any other notice under any other law or otherwise of any suit or legal process intended to be filed and affecting the title to the property of the Company.

f) Any fraud amounting to more than 1% of Gross Loan Portfolio; and

g) Any non-voluntary prepayment of any Indebtedness of the Issuer.

(d) Disclosures under listing regulations

The Company disclose all such information to the Debenture Trustee under applicable laws and shall file with the BSE all such information as required under SEBI Listed Debentures Circulars and Regulations.

Debenture Trustee/ Debenture Holders shall be granted access to any additional information that it deems necessary to monitor and evaluate compliance with the covenants. The covenants can be tested at any time during the tenure of the Debentures.

(e) Other Reporting Covenants

i. The Issuer shall provide information on structural liquidity in the format as may be specified by the Debenture Trustee, at the end of every quarterly and as and when required by the Debenture Trustee.

ii. Issuer shall furnish a certificate issued by an independent auditor/statutory auditor certifying the end use of the proceeds of the Facility within 90 (ninety) days from the end of Deemed Date of Allotment.

(d) FINANCIAL COVENANTS

The Company shall comply with each of the following financial covenants at all times until the redemption of all outstanding Debentures:

1. Minimum capital ratio of Tier I Capital and Tier II Capital to aggregate risk weighted assets on-balance sheet and of risk adjusted value of off-balance sheet items shall not be less than 20.00% (Twenty Point Zero Zero percent) or as per the regulatory minimum prescribed by the Reserve Bank of India under the NBFC Directions, whichever is higher. For the purpose of calculation of minimum capital ratio: (i) first loss credit enhancements provided by the Issuer on securitization shall be reduced from Tier I Capital and Tier II Capital as per RBI regulations. (ii) credit enhancements provided by the Issuer on loans originated on behalf of other institutions shall be reduced from Tier I Capital and Tier II Capital as per RBI regulations. The deduction shall be made at 50 per cent from Tier I Capital and 50 per cent from Tier II Capital. (iii) It is also clarified that in computing the amount of subordinated debt eligible for inclusion in Tier II Capital, the aforementioned subordinated debt shall be subject to discounting as prescribed by RBI.

2. Cumulative Asset liability mismatch (excluding Cash Credit/Working Capital Demand Loan limits) should always be positive mismatch in all the buckets

up to 1 year. If the said covenant is breached, then the company will have a curing period of 30 days to bring it back to the stated range.

3. Minimum permissible ratio of Tangible Networth to Gross Loan Portfolio shall be 12.00% (Twelve Point Zero Zero percent).

4. Maximum permissible ratio of GNPA shall be 4.50% and Net NPA shall be below 4%.

5. Leverage Ratio (as defined by RBI) of the company shall be kept at or below 4.5x at all times during the tenure of the debentures as or per the regulatory minimum prescribed by the Reserve Bank of India under the NBFC Master Directions, whichever is higher.

6. Issuer’s Promoter Group shareholding must not fall below 26% during the tenure of the debentures.

7. Earnings: quarterly after tax Net Income (excluding the extraordinary income) to remain positive.

8. The credit rating of the Debentures shall not be downgraded to “BBB+” or below or the Issuer is assigned a long-term rating of “BBB+” or below by any rating agency. For the purposes of this Clause, in the event that there are multiple ratings for the Debentures/Issuer, the lowest of all available ratings of the Debentures/Issuer shall be considered;

9. The Promoters of the Issuer should not be non-compliant with the fit and proper criteria of directors for non-banking financial companies as defined by the RBI. The Company shall promptly, and in any case, within 2 (Two) working days from the date of such non-compliance, inform the Debenture Trustee and the Debenture Holders of such non-compliance by any of its Promoters;

10. No adverse regulatory actions or material observations by the regulators which would impact the profitability, solvency, liquidity/ financial parameters of the Issuer materially.

For the purpose of aforementioned Financial Covenants, following terms shall have the following meanings:

Portfolio at Risk greater than 90 days or PAR > 90 shall mean, in a district or a branch or on the Issuer's Gross Loan Portfolio at any point of time, as the case may be, the outstanding principal value of the Issuer's portfolio that has one or more instalments of principal, interest, penalty interest, fee or any other expected payments overdue for 90 (ninety) days or more and includes restructured loans as per RBI new IRAC norms.

Tangible Networth means, with respect to any person, the amount paid up on such person's issued equity share capital, compulsorily convertible instruments and any amount standing to the credit of its reserves, less equity or equity-like investments, goodwill, deferred tax assets and other intangible assets.

Gross Loan Portfolio means and includes the outstanding principal amounts of the loans originated by the Issuer on its own books, securitized portfolio as well as loans originated on behalf of other entities by entering into partnership agreements but not included on the Issuer's own book.

Net Non Performing Assets shall be calculated as gross non-performing assets less provisioning for non-performing assets. For the purpose of this definition, the terms 'non-performing assets' and 'gross non-performing assets' shall have the meanings stipulated by the RBI to such terms from time to time as may be applicable for theIssuer.

Tier I Capital shall have the meaning given to it in the NBFC Directions.

Tier II Capital shall have the meaning given to it in the NBFC Directions.

The Debenture Trustee shall be granted access to any additional information that it deems necessary to monitor and evaluate compliance with the aforementioned Financial Covenants.

The Covenants and Financial Covenants to tested quarterly during the Tenor of the Debentures starting from financial quarter ending March 31, 2026. Without prejudice to its other rights under the Transaction Documents, Debenture Trustee reserves the right to levy a penalty of a sum equivalent to 1% p.a (One percent) of the amount outstanding under the Debentures on the Issuer in the event of breach of any of the Financial Covenants ("**Penalty for Breach**"). In such an event, the Issuer shall pay the Penalty for Breach to the Debenture Trustee within 30 (thirty) calendar days from the date of such breach.

3.3 ROLE 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:

a. 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;

b. 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;

c. 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 Special Resolution;

d. 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;

e. the Debenture Trustee shall not be responsible for the monies paid by Applicants/ Initial Debenture Holders for the Debentures;

f. 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;

g. 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;

h. subject to the approval of the Debenture Holders by way of Special Resolution passed at a meeting of Debenture Holders held for determining the liability of the Debenture Trustee, the Debenture Trustee shall not be liable for anything whatsoever except any fraud, gross negligence, willful misconduct or breach of trust by the Debenture Trustee;

i. 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;

j. 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;

k. The Debenture Trustee shall take all reasonable steps to realise the monies due to the Trust;

l. 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.; and

m. 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 in the same manner as specified by the SEBI and take such reasonable steps as may be necessary to remedy any such breach.

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.

3.4 EVENTS OF DEFAULT

(a) ***Payment Defaults***

The Company does not pay on the Due Date any amount payable pursuant to this Key Information Document/ the Debenture Trust Deed and the Debentures (including but not limited to penal interest, if any) at the place at and in the currency in which it is expressed to be payable, unless its failure to pay is caused by administrative or technical error and payment is made within 1 (one) calendar days of its Due Date.

(b) ***Insolvency / Inability to Pay Debts / Distress***

(i) The Company is unable or admits in writing inability to pay its debts as they fall due, suspends making payments on any of its debts or, by reason of actual or anticipated financial difficulties, commences negotiations with one or more of its creditors with a view to rescheduling any of its Financial Indebtedness.

(ii) The Company is (or deemed by Law or a court to be) insolvent or bankrupt or unable to pay its debts or stops or suspends payments of all its debts, makes a general assignment or an arrangement or composition with or for benefit of the relevant creditors in respect of any such debts or a moratorium is agreed or declared in respect of or affecting all the debts of the Company.

(iii) Any distress, attachment, execution or other legal process is levied, enforced or sued out on or against any material part of the property, assets, or revenues of the Company and is not discharged or quashed or stayed within 15 (fifteen) days.

(c) ***Charge over Hypothecated Assets***

The Company creates or attempts to create any charge on the Hypothecated Assets or any part thereof, in addition to the charge created pursuant to the Hypothecation Agreement without the consent of the Special Majority Debenture Holders.

(d) ***Business***

The Company without obtaining the prior consent of the Special Majority Debenture Holders ceases to carry on its business or gives notice of its intention to do so.

The business and operating licenses of the Company are revoked.

(e) ***Security in Jeopardy***

i. In the opinion of the Debenture Trustee the Hypothecated Assets is in jeopardy;

ii. If, the security provided pursuant to the Hypothecation Agreement depreciates in value to such an extent that in the reasonable opinion of the Trustee further security should be given and on advising the Company to that effect such security has not been given to the Debenture Trustee to their satisfaction;

iii. If, without the prior written approval of the Debenture Trustee, the Hypothecated Assets or any part thereof is transferred, assigned, charged, encumbered or alienated but no prior approval shall require for the replacement of assets comprising the Hypothecated Assets with other similar assets; or

iv. the value of the Hypothecated Assets is insufficient to maintain the Security Cover Ratio and Company fails to maintain the minimum-Security Cover Ratio specified in the Hypothecation Agreement within the stipulated timelines in the Hypothecation Agreement.

(f) ***Misrepresentation***

Any representation or warranty made by the Company in any Transaction Document or in any certificate, financial statement or other document delivered to the Debenture Trustee/Debenture Holders by the Company shall prove to have been incorrect, false or misleading in any material respect when made or deemed made.

(g) ***Material Adverse Change***

There shall have occurred a change in the business, operations, property, Assets, liabilities, condition (financial or otherwise) or prospects of the Company since the date hereof that has resulted in a Material Adverse Effect.

(h) ***Liquidation or Dissolution of the Company / Appointment of Receiver or Liquidator***

(i) Any corporate action, legal proceedings or other procedure or step is taken in relation to:

(A) the suspension of payments, a moratorium of any Indebtedness, winding-up, dissolution, administration or re-organisation (by way of voluntary arrangement, scheme of arrangement or otherwise) of the Company or its Affiliate;

(B) a composition, compromise, assignment or arrangement with any creditor of the Company or its Affiliate;

(C) the appointment of a liquidator, provisional liquidator, supervisor, receiver, administrative receiver, administrator, compulsory manager, trustee or other similar officer in respect of all or any part of the undertaking of the Company or its Affiliate; or

(D) the Company or its Affiliate, in respect of any reference or enquiry or proceedings commenced, before the National Companies Law Tribunal or under any mechanism or prescription of the RBI in respect of resolution/restructuring of stressed assets (including without limitation, under the RBI's circular no. DOR.STR.REC.276/21.04.048/2025-26 dated November 28, 2025 on "Reserve Bank of India (Non-Banking Financial Companies – Resolution of Stressed Assets) Directions, 2025" (as amended or modified or restated from time to time));

(E) A petition for the reorganization, arrangement, adjustment, winding up or composition of debts of the Company is filed on the Company (voluntary or otherwise) or have been admitted or makes an assignment for the benefit of its creditors generally and such proceeding is not contested by the company for staying, quashing or dismissed within 15 (fifteen) days;

(F) the commencement of an insolvency resolution process under the (Indian) Insolvency and Bankruptcy Code, 2016 (to the extent applicable) or under any other applicable Law, in respect of the Company or its Affiliate; or

(G) enforcement of any security over any Assets of the Company or its Affiliate.

Any other event occurs or proceeding instituted under any applicable Law that would have an effect analogous to any of the events listed in sub-Clauses (A) to (G) above.

(ii) An order is made or an effective resolution passed for the winding up or dissolution, judicial management or administration of the Company, or the Company ceases to carry on all of its business or operations, except for the purpose of and followed by a reconstruction, amalgamation, re-organization, merger or consolidation on terms approved by Special Resolution of Debenture Holders.

(i) ***Cross Default***

i. Any payment default in respect of Financial Indebtedness of the Issuer or any of its subsidiaries (other than disputed amounts or technical/administrative delays not resulting in acceleration) which remains unpaid beyond the applicable grace period;

ii. Any Financial Indebtedness of the Issuer or any of its subsidiaries is declared due and payable prior to its stated maturity as a result of a payment default or other material default (including a potential event of default that is reasonably expected to result in such acceleration), but excluding technical or procedural defaults, provided that such default is not remedied within grace period;

iii. Any commitment for Financial Indebtedness of the Issuer is cancelled or suspended by a creditor as a result of a payment default or other material default as may be prescribed;

iv. A moratorium or suspension is declared in respect of any Financial Indebtedness of the Issuer as a consequence of a payment default or other material event of default, provided that this shall not include any moratorium or suspension imposed pursuant to regulatory directions or measures applicable generally to the financial sector.

(j) ***Creditors' Process***

i. All or a material part of the undertaking, Assets, rights or revenues of the Company are condemned, seized, nationalised, expropriated or compulsorily acquired, or shall have assumed custody or control of the business or operations of the Company, or shall have taken any action for the dissolution of the Company, or any action that would prevent the

Company, their member, or their officers from carrying on their business or operations or a substantial part thereof, by or under the authority of any Government or any Government Authority.

ii. The Company does not inform the Debenture Trustee of one or more of the other creditors of the Company accelerating the payment obligations on the grounds of a material adverse change (howsoever described) or a material adverse effect (howsoever described) in the financial, operational or regulatory conditions governing the Company.

iii. The Company has voluntarily or involuntarily becomes the subject of proceedings under any bankruptcy or insolvency laws and such proceedings have been admitted by a competent court or the Company is voluntarily or involuntarily dissolved.

iv. The Company is adjudged insolvent or takes advantage of any law for the relief of insolvent debtors.

v. Any expropriation, attachment, garnishee, sequestration, distress or execution affects any Receivables constituting Hypothecated Assets or part thereof.

(k) ***Judgments Defaults***

One or more judgments or decrees entered against the Company involving a liability (not paid or not covered by a reputable and solvent insurance company), individually or in the aggregate, exceeding 5% (five percent) of the Total Assets of the Company PROVIDED THAT such judgments or decrees are either final and non-appealable or have not been vacated, discharged or stayed pending appeal for any period of 30 (thirty) consecutive calendar days.

(l) ***Transaction Documents***

i. this Key Information Document/ the Debenture Trust Deed or any other Transaction Document in whole or in part, are terminated or cease to be effective or cease to be a legally valid, binding and enforceable obligation of the Company.

ii. In the opinion of the Debenture Trustee, any of the Transaction Documents fails to provide the security interest, rights, title, remedies, power or privileges intended to be created thereby (including the priority intended to be created thereby), or such security interests do not have the priority contemplated under the Transaction Documents, or the security interest created thereunder become unlawful, invalid, or unenforceable.

(m) ***Unlawfulness***

It is or becomes unlawful for the Company to perform any of its obligations under the Transaction Documents and/or any obligation or obligations of the Company under any Transaction Document are not or cease to be valid, binding or enforceable.

(n) ***Repudiation***

The Company repudiates any of the Transaction Documents, or evidences an intention to repudiate any of the Transaction Documents.

(o) ***Information Covenants***

The failure to comply with any reasonably monitoring and/or servicing requests from Debenture Holders, including its monthly, quarterly, annual and event-based reporting requirements as required under the reporting covenants prescribed in Section 3.2 (c) (Reporting Covenants) of this Key Information Document.

(p) ***Government Intervention***

(i) Any step is taken by Governmental Authority or agency or any other competent authority, with a view to the seizure, compulsory acquisition, expropriation or nationalisation of all or (in the opinion of the Debenture Trustee) a material part of the assets of the Company which is material to the Company;

(ii) Any Governmental Authority having assumed custody or control of the business or operations of the Company or having taken any action for the dissolution of the Company or any action that would prevent the Company or its officers from carrying on its business or operations thereof; or

(iii) The Company's organizational or legal status, or any license or franchise is revoked or suspended by any Governmental Authority or authority after the Company has exhausted all remedies and appeals relating thereto.

(q) ***Delisting***

If the Debentures are listed and any Debenture is subsequently delisted from any exchange unless delisted on redemption on which it is listed without the prior written consent of the Debenture Trustee.

(r) ***Cessation***

The Company ceases or threatens to cease to carry on the main business it is currently engaged in.

(s) ***Alteration in Constitutional Documents***

The Company, without the previous consent in writing of the Debenture Trustee, makes or attempts to make any alteration in the provisions of its Constitutional Documents where (i) such change might in the opinion of the Debenture Trustee detrimentally affect the interests of the Debenture Holder(s) and (ii) the Company refuses or neglects to or is unable to rescind such alteration.

(t) ***Non-compliance with judicial order***

The Company fails to comply with or fulfil any judicial order passed against it provided however that such order shall not include any order against which appeal is available or for which an appeal is pending.

(u) ***Erosion of Net Worth***

The Debenture Holders' assessment from quarterly or annual financial reporting from the company, or at any time certified by an accountant of a firm or chartered accountant appointed by the Debenture Trustee (which the Debenture Trustee is entitled and hereby authorized to do so at any time), that the net worth (as defined in the Act) of the Company starting March 31, 2025 has eroded by 50% (Fifty percent) or more.

(v) ***Sale, disposal***

Sale, transfer, or other disposition of all or substantially all of the Company's Assets other than in the normal course of business of the Company.

(w) ***Third party***

A default or Event of Default occurs on account of a breach of representation or breach of an information covenant under the terms of any other agreement involving borrowed money or the extension of credit or any other Financial Indebtedness under which the Company may be obligated as a borrower or guarantor and pursuant to which the Company is called upon to and makes a prepayment to a 3rd party without the prior written consent of the Debenture Holder. Such consent shall not be unreasonably delayed or withheld by the Debenture Holders.

(x) ***Management Control and change in Control***

Change in management Control or change in shareholding resulting in change in Control of the Issuer without prior written consent from the Debenture Trustee/Debenture Holders. Any new equity raising which results in change in control and related change in board composition would be communicated to Debenture Holders and consent would be sought. If there is no response within 7 calendar days, it will be deemed as consent given by Debenture Holders.

(y) ***Willful default***

Any Promoters or executive directors or key management personnel of the Company is/are declared as willful defaulter by any competent authority or accused of, charged with, arrested or convicted a criminal offence involving moral turpitude, any material act of fraud, embezzlement, misstatement, misappropriation or siphoning off of the Company funds or revenues, dishonesty or which otherwise impinges on the integrity of the promoter/s and/or director, including any accusations, charges and/or convictions of any offence relating to bribery or any other act having a similar effect being committed by the management or an officer of the Company.

(z) ***Breach of Covenants***

i. Any breach of the negative covenants stipulated in **Section 3.2 (b) (Negative Covenants)** of this Key Information Document;

ii. Any breach of the affirmative covenants stipulated in the following clauses of **Section 3.2 (a) (Affirmative Covenants)** of this Key Information Document: (g) *Preserve corporate status; authorizations*, (h) *Pay Stamp Duty*, (j) *Grievances,* (l) *Comply with Investor Education and Protection Fund requirements*, (o) *Filings*, (r) *Books of Account*, and (u) *Corporate Governance*; and the same is not cured within the Cure Period for Affirmative Covenants.

iii. Any breach of financial covenants stipulated in Section 3.2 (d) (Financial Covenants) of this Key Information Document and such breach is not remedied (if capable of remedy) within the expiry of Cure Period for Financial Covenants from the date of such breach.

(aa) ***Breach of other terms of this Key Information Document/ the Debenture Trust Deed***

A breach by the Company of any of its obligations and covenants provided in terms of this Key Information Document/ the Debenture Trust Deed or other Transaction Documents (other than (a) to (z) above).

3.5 CONSEQUENCES OF EVENTS OF DEFAULT AND REMEDIES

Subject to applicable Law, if one or more of the events specified in **Section 3.4** (*Events of Default*) of the Debenture Trust Deed occur(s), after the expiry of the cure period as provided in the Transaction Documents, except Clause (a) (*Payment Default*), the Debenture Trustee may, in its discretion, that is, without requiring any consent or confirmation of the Company, and upon request in writing of Majority Debenture Holders or Debenture Holders holding Debentures amounting to Rs. 50 crore and above by a Majority Resolution duly passed at the meeting of the Debenture Holders held in accordance with the provisions set out in Clause 6 (*Provisions for meeting of Debenture Holders*) hereto by a notice in writing to the Company initiate any of the following actions (without any sequencing or order of priority). However, in case of Clause (a) (*Payment Default*) of **Section 3.4** (*Events of Default*) occurs, the Debenture Trustee upon request from any Debenture Holder(s) shall initiate any of the following actions (without any sequencing or order of priority). In the event of default or convent breach and acts set out in Chapter X of the Master Circular of the Debenture Trustees, the Debenture Trustee shall take steps as set out in Chapter X:

a) require the Company to mandatorily redeem the Debentures and repay the principal amount on the Debentures, along with accrued but unpaid interest, and other costs, charges and expenses incurred under or in connection with this Key Information Document/ the Debenture Trust Deed and other Transaction Documents;

b) declare all or any part of the Debentures to be immediately (or on such dates as the Debenture Trustee may specify) due and payable, whereupon it shall become so due and payable;

c) enforce any security created pursuant to the Hypothecation Agreement in accordance with its terms, as may be set out herein or therein, towards repayment of the Debentures;

d) appoint any independent agency to inspect and examine the working of the Company and give a report to Debenture Holders/ the Debenture Trustee. The Company shall give full co-operation and provide necessary assistance to such agency and bear all costs and expenses of the examination including the professional fees and travelling and other expenses;

e) to appoint a nominee director as per the SEBI (Debenture Trustees) Regulations, 1993 on the board of directors of the Company or to appoint an observer to all meetings of the board of directors of the Company,

f) take necessary action of either enforcing the Security or entering into the Inter Creditor Agreement or take any other action as decided in the meeting of Debenture Holder(s) based on the decision of the Debenture Holder(s) with Special Majority, including the decision of formation of a committee of the Debenture Holder(s) to participate in the ICA or to enforce Transaction Documents or the Security or as may be decided in the meeting of Debenture Holder(s). Such a committee, if decided to be formed, may comprise of the designated members representing the interest of the ISIN level Debenture Holder(s) under the Debentures and be responsible to take decisions which shall be binding on the specific ISIN level Debenture Holder(s) relating to ICA matters, or in relation to enforcement of the Security, or take any other action as may be decided by the Debenture Holder(s), from time to time. The Debenture Trustee(s) may in accordance with the decision of the Debenture Holder(s), sign the ICA and consider the resolution plan, if any, on behalf of the Debenture Holder(s)/ Beneficial

Owners in accordance with the requirements under the extant RBI guidelines, SEBI circulars, guidelines and other Applicable Laws.

g) The Debenture Trustee after obtaining consent of Debenture Holder(s) for enforcement shall inform the designated stock exchange seeking release of the Recovery Expense Fund. The Debenture Trustee shall follow the procedure set out in by Issuers of listed or proposed to be listed debt securities towards creation of "Recovery Expense Fund" issued by SEBI, as amended from time to time for utilization of the Recovery Expense Fund and be obligated to keep proper account of all expenses, costs including but not limited to legal expenses, hosting of meetings etc., incurred out of the Recovery Expense Fund- towards enforcement of Security. All expenses over and above those met from the Recovery Expense Fund incurred by the Beneficial Owners(s)/Trustee after an Event of Default has occurred.

h) take all such other action expressly permitted under this Key Information Document/ the Debenture Trust Deed or in the other Transaction Documents or permitted under the Law- including invocation of guarantee (if applicable); and;

i) exercise such other rights as the Debenture Trustee may deem fit under applicable Law to protect the interest of the Debenture Holders.

j) enter into performance of any obligations under any inter-creditor agreement (pursuant to the RBI's circular no. DOR.STR.REC.276/21.04.048/2025-26 dated November 28, 2025 on "Reserve Bank of India (Non-Banking Financial Companies – Resolution of Stressed Assets) Directions, 2025", as amended, modified or restated from time to time) or any resolution plan shall be subject to the terms of the SEBI Defaults (Procedure) Circular (including without limitation, the resolution plan being finalised within the time period prescribed in the SEBI Defaults (Procedure) Circular.

k) take all such other action as is expressly permitted under the Transaction Documents or permitted under Applicable Law (including initiating any insolvency proceedings under the Insolvency and Bankruptcy Code, 2016);

3.6 Dividend

As long as Event of Default subsists or if the Debenture Trustee has exercised any of the remedies under Section 3.5, then until the rectification of the Event of Default or until the redemption of the Debentures in full to the satisfaction of the Debenture Trustee, the Company shall not, without the prior written consent of the Super Majority Debenture Holders, declare or pay any dividend or make any distribution of its share capital or purchase or redeem or otherwise acquire any part of its own share capital or in any other way transfer funds from the Company to the shareholders.

3.7 Notice on the Occurrence of an Event of Default

If any Event of Default or any event which, after the notice, or lapse of time, or both, would constitute an Event of Default, has happened, the Company shall, forthwith give notice thereof to the Debenture Holders and the Debenture Trustee in writing specifying the nature of such Event of Default, or of such event.

3.8 Right to Disclose/Publish the Names of the Company and its Directors as Defaulters

In the event of the Company committing default in the repayment of any instalment in relation to the Debentures or the payment of interest on the applicable Due Dates, the Debenture Holders/Debenture Trustee shall have an unqualified right to disclose the name of the Company and its directors to RBI/or any other statutory/regulatory authority. The Trustee and/or RBI and/or any other Governmental Authority shall have the right to publish the name of the Company and its directors as defaulters in such manner and through such medium as they in their absolute discretion may think fit.

*****This Key Information Document shall be treated as a Transaction Document and should be read with other Transaction Documents.***

SECTION 4: OTHER INFORMATION AND APPLICATION PROCESS

4.1 Issue Procedure

Only Eligible Investors as given hereunder may apply for the Debentures by completing the Application Form (the format of which is more particularly as set out in **Annexure III** of this Key Information Document) in the prescribed format in block letters in English as per the instructions contained therein. The minimum number of Debentures that can be applied for and the multiples thereof shall be set out in the Application Form. No application can be made for a fraction of a Debenture. Application Forms should be duly completed in all respects and applications not completed in the said manner are liable to be rejected. The name of the applicant's bank, type of account and account number must be duly completed by the applicant. This is required for the applicant's own safety and these details will be printed on the refund orders and /or redemptions warrants.

The final subscription to the Debentures shall be made by the Eligible Investors through the electronic book mechanism as prescribed by SEBI under the EBP Guidelines by placing bids on the electronic book platform during the Issue period. In case the Eligible Investors are not registered on the EBP Platform, they will have to register themselves as investor on the said platform (as a one-time exercise) and also complete the mandatory KYC verification process. The Eligible Investors should also refer to the operational guidelines of the EBP in this respect. The disclosures required pursuant to the EBP Guidelines are set out hereinbelow:

Details of size of issue including green shoe option, if any and a range within which green shoe may be retained (if applicable)	**Total Issue Size:** Issue of up to 2,50,000 (Two Lakh 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 250,00,00,000/- (Indian Rupees Two Hundred and Fifty Crore Only) on a private placement basis. **Green Shoe option:** Up to 1,50,000 (One Lakh 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 150,00,00,000/- (Indian Rupees One Hundred and Fifty Crore Only)
Bid opening and closing date	Bid opening date: March 09, 2026; and

	Bid closing date: March 09, 2026.
Minimum Bid Lot	1000 (One Thousand) Debentures (aggregating to INR 1,00,00,000/- (Indian Rupees One Crore), and 1 (one) Debenture thereafter.
Manner of bidding in the Issue	Open Bidding
Manner of allotment in the Issue	The allotment will be done on Multiple Yield basis in accordance with EBP Guidelines.
Manner of settlement in the Issue	Pay-in of funds through ICCL and the account details are given in the Section 4.2 (*Process flow of settlement*) of this Key Information Document.
Settlement Cycle	T+1, where T refers to the date of bid opening date / issue opening date.

4.2 Process flow of settlement:

The Eligible Investors whose bids have been accepted by the Issuer and to whom a signed copy of this Key Information Document have been issued by the Issuer and who have submitted/shall submit the Application Form ("**Successful Bidders**"), shall make the payments in respect of the Application Money in respect of the Debentures towards the allocation made to them, into the bank account of the ICCL, the details of which are as set out below:

Name of Bank	HDFC BANK
IFSC Code	HDFC0000060
Account number	ICCLEB
Name of beneficiary	INDIAN CLEARING CORPORATION LIMITED

Name of Bank	ICICI Bank Ltd.
IFSC Code	ICIC0000106
Account number	ICCLEB
Name of beneficiary	INDIAN CLEARING CORPORATION LTD

The pay-in of the Application Money by the Successful Bidders will be made only from the bank account(s), which have been provided / updated by them in the EBP system. Any amount received from third party accounts or from accounts not specified in the EBP system will be refunded and no allotment will be made against such payments. Upon the transfer of funds into the aforesaid account of

ICCL and the Issuer confirming its decision to proceed with the allotment of the Debentures in favour of the Successful Bidders to the ICCL, the R&T Agent and the EBP and initiating the requisite corporate action for allotment of Debentures and credit of the demat letter of allotment into the relevant demat account of the Successful Bidders through the R&T Agent, the R&T Agent shall provide corporate action file along with all requisite documents to the relevant Depositories by 12:00 hours and also intimate the EBP of the aforesaid actions. Upon the Depositories confirming the allotment of the Debentures and the credit of the Debentures into the demat account of the Successful Bidders to EBP, the subscription monies in respect of the Debentures from the aforesaid account of ICCL shall be released into the Issuer's bank account, the details of which are as set out below.

Beneficiary Name	IKF FINANCE LIMITED
Bank Account No.	3101549046
IFSC Code	CBIN0283815
Bank Name	Central Bank of India
Branch Address	Corporate Finance Branch, Hyderabad

It must be noted that all funds pay-in obligations need to be fulfilled in totality. Partial fund receipt against any given obligation will be treated as a default and debarment penalties will be applicable as specified by the EBP Guidelines.

4.3 Payment Instructions

The Application Form should be submitted directly. The entire amount of INR 10,000/- (Indian Rupees Ten Thousand) per Debenture is payable along with the making of an application. Applicants can remit the application amount on the Pay-in Date through RTGS to the following account:

Beneficiary Name	IKF FINANCE LIMITED
Bank Account No.	3101549046
IFSC Code	CBIN0283815
Bank Name	Central Bank of India
Branch Address	Corporate Finance Branch, Hyderabad

4.4 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"**):

(a) Companies and Bodies Corporate eligible to invest in the Debentures;

(b) Financial Institutions eligible to invest in the Debentures;

(c) Foreign Portfolio Investors;

(d) Mutual Funds;

(e) Alternative Investment Funds; and

(f) Any other investor eligible to invest in these Debentures.

All Investors are required to comply with the relevant regulations/guidelines applicable to them for investing in this issue of Debentures. Without prejudice to the aforesaid, where the selection of the eligible investors is required to be done pursuant to bidding mechanism on the Electronic Platform called the "EBP Platform" under the EBP Guidelines or any other successive arrangement/platform mandated by SEBI, only those Persons out of the aforesaid categories of investors, who are registered on the EBP Platform and are eligible to make bids for Debentures of the Issuer and to whom allocation is to be made by the Issuer pursuant to selection under the electronic book mechanism for issuance of securities on private placement basis in terms of the EBP Guidelines and the Electronic Book Providers shall be considered as "identified persons" for the purposes of Section 42(2) of the Companies Act, 2013 (as amended from time to time), to whom the Issuer shall make private placement of the Debentures and only such "identified persons" shall receive a direct communication from the Issuer with offer to subscribe to the Debentures and only such "identified persons" shall be entitled to subscribe to the Debentures.

Additionally, those arrangers/brokers/intermediaries etc. (as per the defined limits under the EBP Guidelines) specifically mapped by the Issuer on the EBP Platform are also eligible to bid/apply/invest for this Issue.

All Eligible Investors are required to check and comply with Applicable Law(s) including the relevant rules / regulations / guidelines applicable to them for investing in this Issue of Debentures and the Issuer, is not in any way, directly or indirectly, responsible for any statutory or regulatory breaches by any investor, neither is the Issuer required to check or confirm the same.

Hosting of the General Information Document / Key Information Document on the website of the BSE should not be construed as an offer or an invitation to offer to subscribe to the Debentures and the same has been hosted only as it is stipulated under the SEBI Regulations read with the EBP Guidelines. Eligible

Investors should check their eligibility before making any investment.

Note: Participation by potential investors in the Issue may be subject to statutory and/or regulatory requirements applicable to them in connection with subscription to Indian securities by such categories of persons or entities. Applicants are advised to ensure that they comply with all regulatory requirements applicable to them, including exchange controls and other requirements. Applicants ought to seek independent legal and regulatory advice in relation to the laws applicable to them.

4.5 Details of Issuances in the previous financial year:

ISIN No.	Issue Size (Inclusive of Green Shoe Option)	Base Issue + Green Shoe Option	Green Shoe Option actually exercised	Month of Issue
INE859C07170	70 Cr	50 Cr	20 Cr	July 2024
INE859C07188	60 Cr	50 Cr	10 Cr	August 2024
INE859C07196	60 Cr	50 Cr	10 Cr	October 2024
INE859C07204	60 Cr	60 Cr	-	November 2024
INE859C07212	85 Cr	50 Cr	35 Cr	December 2024
INE859C07220	175 Cr	50 Cr	125 Cr	January 2025
INE859C07238	153 Cr	50 Cr	103 Cr	March 2025

4.6 Buyback

The Company reserves the right to buyback the Debentures issued by it under this Key Information Document, at a mutually agreeable price, as per the provisions of Applicable Law, if any.

Serial No: 4
Addressed to: _________ (Name of the Debenture Holder(s))

SECTION 5: FORM NO. PAS-4

(Pursuant to Section 42 of the Companies Act, 2013 and Rule 14(3) of the Companies (Prospectus and Allotment of Securities) Rules, 2014)

Note: This Form No PAS-4 is prepared in accordance with the Companies (Prospectus and Allotment of Securities) Rules, 2014.

ISSUE OF UP TO 2,50,000 (TWO LAKH 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 250,00,00,000/- (INDIAN RUPEES TWO HUNDRED AND FIFTY CRORE ONLY) ("NCDS" OR "DEBENTURES"), COMPRISING OF:
(A) A BASE ISSUE OF UP TO 1,00,000 (ONE LAKH) 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 100,00,00,000/- (INDIAN RUPEES ONE HUNDRED CRORE ONLY); AND
(B) A GREEN SHOE OPTION OF UP TO 1,50,000 (ONE LAKH 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 150,00,00,000/- (INDIAN RUPEES ONE HUNDRED AND FIFTY CRORE ONLY) ("GREEN SHOE OPTION"),
IN A DEMATERIALISED FORM, ON A PRIVATE PLACEMENT BASIS (THE "ISSUE") (HEREINAFTER REFFERED TO AS "DEBENTURES") BY IKF FINANCE LIMITED (THE "COMPANY") OR ("ISSUER").

5.1 General Information:

(a) **Name, address, website, if any, and other contact details of the Company, indicating both registered office and the corporate office:**

Issuer / Company:	IKF Finance Limited (the "**Issuer**" or "**Company**" or "**IKF Finance**")
Registered Office:	40-1-144, 3rd Floor, Corporate Centre, M.G. Road, Vijayawada, Andhra Pradesh - 520010, India
Corporate Office:	Plot Nos: 30/A, Survey No: 83/1, 11th Floor, Myhome Twitza, APIIC Hyderabad Knowledge City, Raidurg (Panmaqtha) Village, Serilingampally Mandal, Rangareddy District, Hyderabad - 500081, Telanagana
Telephone No.:	0866-2474644
Website:	www.ikffinance.com

Fax: NA

Contact Person: Ch Sreenivasa Rao

Email: sreenivas@ikffinfance.com

(b) **Date of Incorporation of the Company:**

30/05/1991

(c) **Business carried on by the Company and its subsidiaries with the details of branches or units, if any;**

As more particularly set out in the General Information Document

<u>Branch details:</u>

As more particularly set out in the General Information Document

Subsidiary details:

As of the date of this Key Information Document, the Company have one subsidiary company i.e. IKF Home Finance Private Limited incorporated on 05.08.2002 and the main business of the company is of providing Housing Loans and Loans against the properties.

(d) **Brief particulars of the management of the Company:**

Please refer to Section 5 of the General Information Document.

(e) **Name, addresses, Director Identification Number (DIN) and occupations of the directors**:

Please refer to Section 5 of the General Information Document.

5.2 MANAGEMENT PERCEPTION OF RISK FACTORS:

Please refer to Section 3 of the General Information Document.

5.3 RISKS RELATED TO THE BUSINESS OF THE ISSUER

Please refer to Section 3 of the General Information Document.

5.4 Details of defaults, if any, including therein the amount involved, duration of default, and present status, in repayment of:

(a) Statutory Dues: Nil

(b) Debentures and interest thereon: Nil

(c) Deposits and interest thereon: Nil

(d) Loan from any bank or financial institution and interest thereon: Nil

5.5 Name, designation, address and phone number, email ID of the nodal / compliance officer of the Company, if any, for the private placement offer process:

Name of Nodal/ Compliance officer	Designation	Address	Phone No.	Email ID
Ch Sreenivasa Rao	Compliance Officer	40-1-144, Corporate Centre, M. G. Road, Vijayawada - 520010, Andhra Pradesh	0866-2474644	sreenivas@ikffinfance.com

5.6 Registrar of the Issue:

Name: Bigshare Services Private Limited

Address: E-2, Ansa Industrial Estate, Saki Vihar Road, Saki Naka, Andheri (East), Mumbai 400 072

Logo: Bigshare Services Pvt. Ltd.

Telephone Number: +022 2847 0652

Website: https://www.bigshareonline.com/

Email address: mohan@bigshareonline.com

Contact Person: Mr. N. V. K. Mohan

5.7 Valuation Agency: Not Applicable

5.8 Auditors:

Name: M/s. Mukund M Chitale & Co., Chartered Accountants

MUKUND M. CHITALE & CO.
CHARTERED ACCOUNTANTS

Logo:

Address: 2nd Floor, Kapur House, Paranjape B Scheme, Road No 1 Vile Parle(E) Mumbai-400057

Website: www.mmchitale.co.in

Email address: nilesh.joshi@mmchitale.com

Telephone Number: +91 22 2663 3500

Contact Person: Nilesh Joshi

Peer review Certificate no and Validity: 016643 & From 01.05.2024 to 30.04.2027

5.9 Any default in annual filing of the Company under the Companies Act, 2013 or the rules made thereunder:

NIL

5.10 Particulars of the Offer:

Financial position of the Company for the last 3 (three) financial years	Please refer to **Annexure X** of this Key Information Document.
Date of passing of Board Resolution	Board resolution dated November 05, 2024. Management Committee resolution dated February 20, 2026. A copy of both of these resolutions has been annexed hereto in **Annexure V - Part I** and **Annexure V - Part II** of this Key Information Document respectively.
Date of passing of resolution in the general meeting, authorizing the offer of securities	Shareholders resolutions under Section 42 of the Act dated September 30, 2025. Shareholders resolutions under Section 180(1)(a) and Section 180(1)(c) of the Act dated September 30, 2025. A copy of which is attached in **Annexure VI** hereto.
Kind of securities offered (i.e. whether share or debenture) and class of security; the total number	**Total Issue Size:** Issue of up to 2,50,000 (Two Lakh Fifty Thousand) senior, secured, listed, rated, taxable, transferable, redeemable, non-convertible debentures each having a face

of shares or other securities to be issued	value of INR 10,000/- (Indian Rupees Ten Thousand Only) aggregating to INR 250,00,00,000/- (Indian Rupees Two Hundred and Fifty Crore Only) on a private placement basis. **Green Shoe option:** Up to 1,50,000 (One Lakh 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 150,00,00,000/- (Indian Rupees One Hundred and Fifty Crore Only)
Price at which the security is being offered, including premium if any, along with justification of the price	The Debentures are being offered at face value of INR 10,000/- (Indian Rupees Ten Thousand) per Debenture
Name and address of the valuer who performed valuation of the security offered, and basis on which the price has been arrived at along with report of the registered valuer	Not Applicable as the Debentures are being offered at face value of INR 10,000/- (Indian Rupees Ten Thousand) per Debenture.
Relevant date with reference to which the price has been arrived at (Relevant Date means a date at least 30 days prior to the date on which the general meeting of the Company is scheduled to be held)	Not applicable as each Debenture is a non-convertible debt instrument which is being issued at face value of INR 10,000/- (Indian Rupees Ten Thousand).
The class or classes of persons to whom the allotment is proposed to be made	Please refer to '*Eligible Investors*' under Section 4.4 of this Key Information Document.
Intention of promoters, directors or key managerial personnel to subscribe to the offer	Not Applicable.

(applicable in case they intend to subscribe to the offer) [Not required in case of issue of non-convertible debentures]	
The proposed time within which the allotment shall be completed	The Debentures will be deemed to be allotted on March 10, 2026 (**"Deemed Date of Allotment"**), and the Company will ensure that the Debentures are credited into the demat accounts of the holders of the Debentures (**"Debenture Holders"**) within 1 (one) Business Days from the Deemed Date of Allotment, each in accordance with the debenture trust deed (**"Debenture Trust Deed"**) to be entered into between the Company and the debenture trustee (**"Debenture Trustee"**). In any case, the period within which the Debentures will be allotted will not exceed the maximum period of 60 (sixty) days from the date of receipt of application money, as prescribed under the Companies Act, 2013.
The names of the proposed allottees and the percentage of post private placement capital that may be held by them [Not applicable in case of issue of non-convertible debentures]	Not Applicable.
The change in control, if any, in the company that would occur consequent to the private placement	Not Applicable
The number of persons to whom allotment on preferential basis / private placement / rights issue has already been made during the year, in terms of securities as well as price	NIL
The justification for the allotment proposed to be	Not applicable as each Debenture is a non-convertible debt instrument which is being

<table>
<tr><td>made for consideration other than cash together with valuation report of the registered valuer</td><td>issued at face value of INR 10,000/- (Indian Rupees Ten Thousand).</td></tr>
<tr><td>Amount, which the Company intends to raise by way of proposed offer of securities</td><td>Up to INR 250,00,00,000/- (Indian Rupees Two Hundred and Fifty Crore Only).</td></tr>
<tr><td>Terms of raising of securities:</td><td>
<table>
<tr><td>Duration, if applicable:</td><td>24 (twenty four) months from the Deemed Date of Allotment.
The proposed interest payment and redemption schedules are set out in Annexure IV of this Key Information Document.</td></tr>
<tr><td>Rate of Interest or Coupon:</td><td>Fixed coupon at 8.50% p.a. (Eight point five zero percent per annum) and payable quarterly. Please refer to the row titled ‘Coupon Rate’ in Section 2.45 (Issue Details) of the Key Information Document.</td></tr>
<tr><td>Mode of Payment</td><td>Electronic clearing services (ECS)/credit through RTGS system/ direct credit or national electronic fund transfer (NEFT) or or Immediate Payment Service (IMPS). Wherein the subscription amounts on the Debentures issued by the Issuer should be paid into the account details set out in Section 4.2 (Process flow of settlement of this Key Information Document.</td></tr>
<tr><td>Mode of Repayment</td><td>cheque(s) / electronic clearing services (ECS)/credit through RTGS system/funds transfer</td></tr>
</table>
</td></tr>
<tr><td>Proposed time schedule for which the Issue/Offer Letter is valid</td><td>Issue Open Date: March 09, 2026
Issue Closing Date: March 09, 2026
Pay-in Date: March 10, 2026</td></tr>
</table>

	Deemed Date of Allotment: March 10, 2026
Purpose and objects of the Issue/Offer	Please refer to section named "Details of the *utilization of the Issue Proceeds*" in Section 2.45 (*Issue Details*) of this Key Information Document.
Contribution being made by the promoters or directors either as part of the offer or separately in furtherance of such objects	NIL
Principal terms of assets charged as security, if applicable	Please refer to section named "*Security (Including description, type of security, type of charge, likely date of creation of security, minimum security cover, revaluation, replacement of security)*" in Section 2.45 (*Issue Details*) of this Key Information Document.
The details of significant and material orders passed by the Regulators, Courts and Tribunals impacting the going concern status of the Company and its future operations	NIL

The pre-issue and post-issue shareholding pattern of the Company in the following format:

S. No.	Category	Pre-issue		Post-issue	
		No. of shares held	Percentage (%) of shareholding	No. of shares held	Percentage (%) of shareholding
A	*Promoters' holding*				
	Indian				
1	Individual	3,12,81,238	33.97	3,12,81,238	33.97
	Bodies Corporate	-		-	
	Sub-total	3,12,81,238	33.97	3,12,81,238	33.97

2	Foreign promoters	16,11,800	1.75	16,11,800	1.75
	Sub-total *(A)*	3,28,93,038	35.72	3,28,93,038	35.72
B	*Non-promoters' holding*				
1	Institutional Investors	5,13,61,350	55.77	5,13,61,350	55.77
2	Non-Institutional Investors	-		-	
	Private Corporate Bodies	17,71,411	1.92	17,71,411	1.92
	Directors and relatives	-	-	-	-
	Indian public	59,79,223	6.49	59,79,223	6.49
	Others (including Non-resident Indians)	94,969	0.11	94,969	0.11
	Sub-total *(B)*	5,92,06,953	64.29	5,92,06,953	64.29
	GRAND TOTAL	9,20,99,991	100.00	9,20,99,991	100.00

5.11 Mode of payment for subscription:

- Cheque
- Demand Draft
- Other Banking Channels

5.12 Disclosure with regard to interest of directors, litigation, etc:

Any financial or other material interest of the directors, promoters or key managerial personnel in the offer/	Nil

<table>
<tr><td>Issue and the effect of such interest in so far as it is different from the interests of other persons</td><td></td></tr>
<tr><td>Details of any litigation or legal action pending or taken by any Ministry or Department of the Government or a statutory authority against any promoter of the Company during the last 3 (three) years immediately preceding the year of the issue of this private placement offer cum application letter and any direction issued by such Ministry or Department or statutory authority upon conclusion of such litigation or legal action shall be disclosed</td><td>Nil</td></tr>
<tr><td>Remuneration of directors (during the current year and last 3 (three) financial years):</td><td>
<table>
<tr><th>Director</th><th>Fiscal FY 24-25
(Up to December 31, 2025)</th><th>Fiscal FY 24-25</th><th>Fiscal FY 23-24</th><th>Fiscal FY 22-23</th></tr>
<tr><td>V.G.K.Prasad, Chairman</td><td></td><td></td><td></td><td></td></tr>
<tr><td>Remuneration</td><td>0.36</td><td>1.44</td><td>1.20</td><td>0.84</td></tr>
<tr><td>Commission</td><td>0</td><td>1.94</td><td>1.36</td><td>0.63</td></tr>
<tr><td>K Vasumathi Devi, Managing Director</td><td></td><td></td><td></td><td></td></tr>
<tr><td>Remuneration</td><td>0.18</td><td>0.72</td><td>0.65</td><td>0.6</td></tr>
<tr><td>Commission</td><td>0</td><td>0.96</td><td>0.68</td><td>0.44</td></tr>
</table>
</td></tr>
</table>

Related party transactions entered during the preceding 3 (three) financial years immediately preceding the year of issue of this private placement offer cum application letter and current financial year with regard to loans made or, guarantees given or securities provided	Please refer to **Annexure X** of this Key Information Document.
Summary of reservations or qualifications or adverse remarks of auditors in the last 5 (five) financial years immediately preceding the year of issue of this private placement offer cum application letter and of their impact on the financial statements and financial position of the Company and the corrective steps taken and proposed to be taken by the Company for each of the said reservations or qualifications or adverse remark	Nil
Details of any inquiry, inspections or investigations initiated or conducted under the securities law or Companies Act or any previous company law in the last 3 (three) years immediately preceding the year of circulation of this private placement	Nil

offer cum application letter in the case of the Company and all of its subsidiaries and if there were any prosecutions filed (whether pending or not) fines imposed, compounding of offences in the last 3 (three) years immediately preceding the year of this private placement offer cum application letter and if so, section-wise details thereof for the Company and all of its subsidiaries	
Details of acts of material frauds committed against the company in the last three years in any, and if so, the action taken by the company	Nil

5.13 Financial Position of the Company:

The capital structure of the company in the following manner in a tabular form:

		Authorised Capital (In Rs.)	Issued Capital (In Rs.)	Subscribed Capital (In Rs.)	Paid Up Capital (In Rs.)
The authorized, issued, subscribed and paid-up capital (number of securities, description and aggregate nominal value)	**Number of Equity shares**	1,25,00,00,00	9,20,99,991	9,20,99,991	9,20,99,991
	Nominal amount of equity share	10	10	10	10
	Total amoun	125,00,00,000	92,09,99,910	92,09,99,910	89,54,41,845

<table>
<tr>
<td></td>
<td>
<table>
<tr><td>t of equity shares</td><td></td><td></td><td></td><td></td></tr>
<tr><td>Number of preference shares</td><td>25,00,000</td><td>0</td><td>0</td><td>0</td></tr>
<tr><td>Nominal amount of preference shares</td><td>100</td><td>100</td><td>100</td><td>100</td></tr>
<tr><td>Total amount of preference shares</td><td>25,00,00,000</td><td>0</td><td>0</td><td>0</td></tr>
</table>
</td>
</tr>
<tr>
<td>Size of the Present Offer</td>
<td>Issue of up to 2,50,000 (Two Lakh 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 250,00,00,000/- (Indian Rupees Two Hundred and Fifty Crore Only) (“NCDs” or “Debentures”), comprising of:

(e) a base issue of up to 1,00,000 (One Lakh) 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 100,00,00,000/- (Indian Rupees One Hundred Crore Only); and

(f) a green shoe option of up to 1,50,000 (One Lakh 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 150,00,00,000/- (Indian Rupees One Hundred and Fifty Crore Only) (“Green Shoe Option”),

on a private placement basis.</td>
</tr>
</table>

Paid-up Capital: After the offer: **a. After the conversion of convertible instruments (if applicable)**	89,54,41,845 Not applicable as each Debenture is a non-convertible debt instrument which is being issued at face value.
Share Premium Account: Before the offer: **a. After the offer:**	a. 11,44,23,08,117.24 b. 11,44,23,08,117.24

Details of the existing share capital of the Issuer in a tabular form, indicating therein with regard to each allotment, the date of allotment, the number of shares allotted, the face value of the shares allotted, the price and the form of consideration:

Date of Allotment	No of Equity Shares	Face Value (in Rs.)	Issue Price (in Rs.)	Consideration	Nature of Allotment	Cumulative Paid Up Capital			Remarks
						No of Equity Shares	Equity Share Capital (in Rs.)	Equity Share Premium (in Rs.)	
10.11.2022	18,75,603	10.00	209	39,20,01,027	Issue of shares under private placement	5,45,34,670	54,53,46,700	1,43,08,81,746	Nil
17.02.2023	24,58,962	10.00	215	52,86,76,830	Issue of shares under private placemen	5,69,93,632	56,99,36,320	1,93,49,68,956	Nil
31.03.2023	75,81,418	10.00	215	1,63,00,04,870	Issue of shares under private placemen	6,45,75,050	64,57,50,500	3,48,91,59,645	Nil

21.08.2023	55,81,395	10.00	215	1,19,99,99,925	Issue of shares under private placemen	7,01,56,445	70,15,64,450	4,63,33,45,621	Nil
13.05.2025	28,39,785	10.00	356.42	28,39,785	Issue of shares under private placemen	7,29,96,230	70,44,04,235	4,63,33,45,621	Nil
16.05.2025	1,91,03,761	10.00	356.42	7,00,00,00,105.62	Issue of shares under private placemen	9,20,99,991	89,54,41,845	11,44,23,08,117.24	Nil

The number and price at which each of allotments were made by the Company in the last 1 (one) year preceding the date of this placement offer cum application letter separately indicating the allotments made for consideration other than cash and details of the consideration in each case	Nil
Profits of the Company, before and after making provision for tax, for the 3 (three) financial years immediately preceding the date of circulation of this private placement offer cum application letter.	**(INR in Crores)** Year | Fiscal FY 23-24 | Fiscal FY 22-23 | Fiscal FY 21-22 Profit before tax | 103.37 | 67.31 | 54.27 Profit after tax | 76.97 | 50.10 | 40.30
Dividends declared by the Company in respect of the said 3 (three) financial years; interest coverage ratio for last three years (cash profit after tax plus interest paid/interest paid):	**(INR in Crores)** Year | Fiscal FY 23-24 | Fiscal FY 22-23 | Fiscal FY 21-22

	Dividend Declared	NIL	NIL	NIL
	Interest Coverage Ratio	1.47	1.46	1.48
A summary of the financial position of the Company as in the 3 (three) audited balance sheets immediately preceding the date of circulation of this private placement offer cum application letter	Please refer to **Annexure X** of this Key Information Document.			
Audited Cash Flow Statement for the 3 (three) years immediately preceding the date of circulation of this private placement offer cum application letter	Please refer to **Annexure X** of this Key Information Document.			
Any change in accounting policies during the last 3 (three) years and their effect on the profits and the reserves of the Company	Nil			

PART B

FORM NO PAS-4
PRIVATE PLACEMENT OFFER LETTER
(To be filled by the applicant)

Sr. No.	Particulars	First Holder	Second Holder
1	Name		
2	Father's Name		
3	Complete Address (including Flat/ House Number, Street, Locality, Pin Code)		
4	Phone Number, if any		
5	Email ID, if any		
6	PAN Number		
7	Bank Account Details		
8	Number of Non- Convertible Debentures subscribed		
9	Total value of Non- Convertible Debentures subscribed		
10	Tick whichever is applicable: - (a) The applicant is not required to obtain Government approval under the Foreign Exchange Management (Non-debt Instruments) Rules, 2019 prior to subscription of shares. (b) The applicant is required to obtain Government approval under the Foreign Exchange Management (Non-debt Instruments) Rules, 2019 prior to subscription of shares and the same has been obtained, and is enclosed herewith		

____
Signature of the Subscriber

DECLARATION (To be provided by the Directors)

A. The Company has complied with the provisions of the Companies Act, 2013 and the rules made hereunder;

B. The compliance with the Companies Act, 2013 and the rules made thereunder do not imply that payment of dividend or interest or repayment of preference shares or debentures, if applicable, is guaranteed by the Central Government; and

C. The monies received under the offer shall be used only for the purposes and objects indicated in this Key Information Document.

We are authorized by the Board of Directors of the Issuer vide resolution dated November 05, 2024, read along with the resolution passed by the management committee of the Board of Directors of the Issuer dated February 20, 2026, to sign this Key Information Document and declare that all the requirements of Companies Act, 2013 and the rules made thereunder in respect of the subject matter of this form and matters incidental thereto have been complied with.

Whatever is stated in this Key Information Document and in the attachments thereto is true, correct and complete and no information material to the subject matter of this Key Information Document has been suppressed or concealed and is as per the original records maintained by the promoters subscribing to the Memorandum of Association and Articles of Association.

It is further declared and verified that all the required attachments have been completely, correctly and legibly attached to this Key Information Document.

The Issuer declares that all the relevant provisions in the regulations/guideline issued by SEBI and other applicable laws have been complied with and no statement made in this Key Information Document is contrary to the provisions of the regulations/guidelines issued by SEBI and other applicable laws, as the case may be. The information contained in this Key Information Document is as applicable to privately placed debt securities and subject to the information available with the Issuer. The extent of disclosures made in this Key Information Document is consistent with disclosures permitted by regulatory authorities to the issue of securities made by the companies in the past.

For **IKF FINANCE LIMITED**

Vasumathi Koganti
Digitally signed by Vasumathi Koganti
Date: 2026.03.05 12:59:33 +05'30'

Chapalamadugu Sreenivasa Rao
Digitally signed by Chapalamadugu Sreenivasa Rao
Date: 2026.03.05 12:59:52 +05'30'

Authorised Signatory	Authorised Signatory
Name: Vasumathi Devi Koganti	Name: Ch Sreenivasa Rao
Title: Managing Director	Title: Company Secretary
Place: Vijayawada, India	Place: Vijayawada
Date: 05.03.2026	Date: 05.03.2026

SECTION 6: DECLARATION

The Issuer undertakes and confirms that this Key Information Document does not omit disclosure of any material fact which may make the statements made therein, in light of the circumstances under which they are made, misleading. The Key Information Document also does not contain any false or misleading statement.

The Issuer accepts no responsibility for the statement made otherwise than in the Key Information Document or in any other material issued by or at the instance of the issuer and that any one placing reliance on any other source of information would be doing so at his own risk.

Without prejudice to the above, the persons authorised by the Company, confirms and attests that:

a. The Issuer undertakes that this Key Information Document contain full disclosures in accordance with NCS Listing Regulations, as amended, and Securities and Exchange Board of India (Listing Obligation and Disclosure Requirements) Regulations, 2015, as amended and Companies (Prospectus and Allotment of Securities) Rules, 2014, Securities Contracts (Regulation) Act, 1956 and the Securities and Exchange Board of India Act, 1992.

b. the compliance with the Act and the rules does not imply that payment of dividend or interest or repayment of non-convertible securities, is guaranteed by the Central Government;

c. the monies received under the offer shall be used only for the purposes and objects indicated in the Offer document;

d. the contents of the document have been perused by the Board of Directors, and the final and ultimate responsibility of the contents mentioned herein shall also lie with the Board of Directors; and

e. whatever is stated in this form and in the attachments thereto is true, correct and complete and no information material to the subject matter of this form has been suppressed or concealed and is as per the original records maintained by the promoters subscribing to the Memorandum of Association and Articles of Association.

Investment in non-convertible securities involve a degree of risk and investors should not invest any funds in such securities unless they can afford to take the risk attached to such investments. Investors are advised to take an informed decision and to read the risk factors carefully before investing in this offering. For taking an investment decision, investors must rely on their examination of the issue including the risks involved in it. Specific attention of

investors is invited to statement of risk factors contained under General Information Disclosure. These risks are not, and are not intended to be, a complete list of all risks and considerations relevant to the non-convertible securities or investor's decision to purchase such securities.

We are authorized by the Board of Directors of the Issuer vide resolution dated November 05, 2024, read along with the resolution passed by the management committee of the Board of Directors of the Issuer dated February 20, 2026, to sign this Key Information Document and declare that all the requirements of the Companies Act, 2013 and the rules made there under in respect of the subject matter of this Key Information Document and matters incidental thereto have been complied with. Whatever is stated in this Key Information Document and in the attachments thereto is true, correct and complete and no information material to the subject matter of this Key Information Document has been suppressed or concealed and is as per the original records maintained by the promoters subscribing to the Memorandum and Articles of Association.

The issuer declares that nothing in the issue document is contrary to the provisions of Companies Act, 2013 (18 of 2013), the Securities Contracts (Regulation) Act, 1956 (42 of 1956) and the Securities and Exchange Board of India Act, 1992 (15 of 1992) and the rules and regulations made thereunder.

It is further declared and verified that all the required attachments have been completed, correctly and legibly attached to this form.

For **IKF FINANCE LIMITED**

Vasumathi Koganti — Digitally signed by Vasumathi Koganti Date: 2026.03.05 13:00:11 +05'30'	Chapalamadugu Sreenivasa Rao — Digitally signed by Chapalamadugu Sreenivasa Rao Date: 2026.03.05 13:00:24 +05'30'
Authorised Signatory	Authorised Signatory
Name: Vasumathi Devi Koganti	Name: Ch Sreenivasa Rao
Title: Managing Director	Title: Company Secretary
Place: Vijayawada, India	Place: Vijayawada
Date: 05.03.2026	Date: 05.03.2026

ANNEXURE I: RATING LETTER, RATING RATIONALE AND DETAILED PRESS RELEASE FROM THE RATING AGENT

India Ratings & Research
A Fitch Group Company

FitchGroup

Prakash Bhawnani
CFO, IKF Finance
11th Floor, Tower 3, Phoenix Equinox,
Nagarjuna Residency Driveway, Diamond Hills,Lumbini Avenue,
Gachibowli, Hyderabad, Telangana 500032.

February 09, 2026

Dear Sir/Madam,

Re: Rating Letter for IKF Finance Limited

India Ratings and Research (Ind-Ra) has rated IKF Finance Limited's (IKFF) debt instruments as follows:

Instrument Type	Date of Issuance	Coupon Rate	Maturity Date	Size of Issue (million)	Rating Assigned along with Outlook/Watch	Rating Action
Non-convertible debentures*	-	-	-	INR5,000	IND AA-/Stable	Assigned
Bank loan facilities	-	-	-	INR1,000	IND AA-/Stable	Affirmed

*Yet to be issued

In issuing and maintaining its ratings, India Ratings relies on factual information it receives from issuers and underwriters and from other sources India Ratings believes to be credible. India Ratings conducts a reasonable investigation of the factual information relied upon by it in accordance with its ratings methodology, and obtains reasonable verification of that information from independent sources, to the extent such sources are available for a given security.

The manner of India Ratings factual investigation and the scope of the third-party verification it obtains will vary depending on the nature of the rated security and its issuer, the requirements and practices in India where the rated security is offered and sold, the availability and nature of relevant public information, access to the management of the issuer and its advisers, the availability of pre-existing third-party verifications such as audit reports, agreed-upon procedures letters, appraisals, actuarial reports, engineering reports, legal opinions and other reports provided by third parties, the availability of independent and competent third-party verification sources with respect to the particular security or in the particular jurisdiction of the issuer, and a variety of other factors.

Users of India Ratings ratings should understand that neither an enhanced factual investigation nor any third-party verification can ensure that all of the information India Ratings relies on in connection with a rating will be accurate and complete. Ultimately, the issuer and its advisers are responsible for the accuracy of the information they provide to India Ratings and to the market in offering documents and other reports. In issuing its ratings India Ratings must rely on the work of experts, including independent auditors with respect to financial statements and attorneys with respect to legal and tax matters. Further, ratings are inherently forward-looking and embody assumptions and predictions about future events that by their nature cannot be verified as facts. As a result, despite any verification of current facts, ratings can be affected by future events or conditions that were not anticipated at the time a rating was issued or affirmed.

India Ratings seeks to continuously improve its ratings criteria and methodologies, and periodically updates the descriptions on its website of its criteria and methodologies for securities of a given type. The criteria and methodology used to determine a rating action are those in effect at the time the rating action is taken, which for public ratings is the date of the related rating action commentary. Each rating action commentary provides information about the criteria and methodology used to arrive at the stated rating, which may differ from the general criteria and methodology for the applicable security type posted on the website at a given time. For this reason, you should always consult the applicable rating action commentary for the most accurate information on the basis of any given public rating.

Ratings are based on established criteria and methodologies that India Ratings is continuously evaluating and updating. Therefore, ratings are the collective work product of India Ratings and no individual, or group of individuals, is solely responsible for a rating. All India Ratings

Pankaj

IndiaRatings & Research
A Fitch Group Company

FitchGroup

reports have shared authorship. Individuals identified in an India Ratings report were involved in, but are not solely responsible for, the opinions stated therein. The individuals are named for contact purposes only.

Ratings are not a recommendation or suggestion, directly or indirectly, to you or any other person, to buy, sell, make or hold any investment, loan or security or to undertake any investment strategy with respect to any investment, loan or security or any issuer. Ratings do not comment on the adequacy of market price, the suitability of any investment, loan or security for a particular investor (including without limitation, any accounting and/or regulatory treatment), or the tax-exempt nature or taxability of payments made in respect of any investment, loan or security. India Ratings is not your advisor, nor is India Ratings providing to you or any other party any financial advice, or any legal, auditing, accounting, appraisal, valuation or actuarial services. A rating should not be viewed as a replacement for such advice or services. Investors may find India Ratings ratings to be important information, and India Ratings notes that you are responsible for communicating the contents of this letter, and any changes with respect to the rating, to investors.

It will be important that you promptly provide us with all information that may be material to the ratings so that our ratings continue to be appropriate. Ratings may be raised, lowered, withdrawn, or placed on Rating Watch due to changes in, additions to, accuracy of or the inadequacy of information or for any other reason India Ratings deems sufficient.

Nothing in this letter is intended to or should be construed as creating a fiduciary relationship between India Ratings and you or between India Ratings and any user of the ratings.

In this letter, "India Ratings" means India Ratings & Research Pvt. Ltd. and any successor in interest.

We are pleased to have had the opportunity to be of service to you. If we can be of further assistance, please email us at infogrp@indiaratings.co.in

Sincerely,

India Ratings

Pankaj

Pankaj Naik
Director

IKFFinanceLimited 09-February-2026

IndiaRatings & Research
A Fitch Group Company

FitchGroup

Annexure: Facilities Breakup

Instrument Description	Bank Name	Ratings	Outstanding/Rated Amount(INR million)
Bank loan facilities	NA	IND AA-/Stable	1000.00

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IndiaRatings & Research
A Fitch Group Company

Title

India Ratings Assigns IKF Finance's Non-Convertible Debentures 'IND AA-/Stable; Affirms Existing Ratings

Brief

India Ratings and Research (Ind-Ra) has rated IKF Finance Limited's (IKFF) debt instruments as follows:

Details of Instruments

Instrument Type	Date of Issuance	Coupon Rate	Maturity Date	Size of Issue (million)	Rating Assigned along with Outlook/Watch	Rating Action
Commercial paper	-	-	Up to 1 year	INR750	IND A1+	Affirmed
Bank loan facilities	-	-	-	INR1,000	IND AA-/Stable	Affirmed
Non-convertible debentures*	-	-	-	INR5,000	IND AA-/Stable	Assigned

*Yet to be issued

Analytical Approach

Ind-Ra has fully consolidated IKFF's wholly owned subsidiary IKF Home Finance Limited (IKFH) to arrive at the ratings, referred to as IKF hereafter, given the presence of IKFF representatives on the IKFH board, strong financial and operational linkages between them entities, the use of a common brand name by IKFH and the overlap of branch networks.

Detailed Rationale of the Rating Action

The rating reflects IKF's adequate capitalisation levels for scaling up the franchise in the medium term, supported by steady internal accruals and regular capital infusions. The ratings also factor in the considerable experience of the company's promoter and senior management team. The ratings are further supported by continued profitable growth in the company's franchise and visibility regarding its future growth plans, with a focus on used commercial vehicles, used construction equipment followed by housing finance loans. The company also has a diversified borrowing mix, with a healthy share of funding from banks and other financial institutions.

Ind-Ra has factored in adequate group-level liquidity with a cumulative surplus in all time buckets of up to one year at end-September 2025. The rating also considers the improving granularisation of the loan book; however, the delinquency in asset quality has inched up in 1HFY26 due to the current operating environment. The ratings remain constrained by limited geographical diversification and the category of customers, with the company financially vulnerable to seasonality and business cycles.

List of Key Rating Drivers

Strengths
- Expansion in franchise and levers in place to further increase scale
- Maintained adequate profitability
- Diversified funding profile
- Experienced management backed by marquee investors

Weaknesses
- Limited geographical diversification
- Financially vulnerable borrower segment, but manageable asset quality across business cycles

Detailed Description of Key Rating Drivers

Expansion in Franchise and Levers in Place to Further Increase Scale: IKF's AUM continued to grow organically and rose 37% yoy to INR73,890 million in 1HFY26 (FY25: INR66,620 million; FY24: INR48,110 million), led by an increase in the number of branches to 320 (290; 244). IKFF primarily engages in the financing of used vehicles and secured micro small and medium enterprises (MSME) loans, while housing loans and loan against property are extended by IKFH. Aligned with its strategy, IKF has steadily increased its share of commercial vehicle (CV) and construction equipment (CE) financing, which constituted 51.4% of the AUM in 1HFY26 (FY25: 50.2%; FY24: 45.3%). Within the overall AUM, the off-book portfolio stood at 13.6% in 1HFY26, and the company intends to cap this at 15%. IKF also remains focused on improving portfolio granularity by reducing exposure to higher ticket non-banking financial company (NBFC) and small and medium enterprises (SME) funding. Maintaining the asset quality with franchisee expansion and the company's ability to replicate the business model in new geographies will be key rating monitorable.

At end-September 2025, IKF had a tangible equity base of INR18,450 million (FY25: INR10,637 million; FY24: INR9,242 million). Its leverage (debt/tangible equity) improved to 2.86x in 1HFY26 (FY25: 4.72x; FY24: 3.73x), supported by internal accruals and an equity infusion of INR7,000 million from marquee investors and around INR500 million from the promoter during 1HFY26. The strengthened capital position provides adequate headroom to support medium-term growth. The agency expects IKF to maintain comfortable equity buffers, with a leverage below 4.0x over the medium term.

Maintained Adequate Profitability: IKF reported a profit after tax of INR842.8 million in 1HFY26 (FY25: INR1,428.2 million; FY24: INR1,018 million), with a return on average assets of 2.5% (2.67%; 2.61%). While yields improved, the company was able to sustain its net interest margins in 1HFY26 despite elevated cost of funding, thereby supporting the overall profitability. IKF continues to operate in a high-risk, risk-adjusted pricing segment, offering a healthy return profile at this scale. The return on equity stood at 11.59% in 1HFY26 (FY25: 14.37%; FY24: 12.43%) with the moderation in 1HFY26, primarily driven by recent equity infusion. The opex to average AUM increased marginally to 3.77% in 1HFY26 (FY25: 3.70%; FY24: 3.63%), reflecting expansion through network and manpower additions. Its credit cost (provisions and write-offs to average AUM) increased to 1.06% in 1HFY26 (FY25: 0.86%; FY24: 0.51%). The rise was driven by seasonal weakness and the prevailing operating environment, while the higher level in FY25 was attributable to adverse weather patterns. A normalisation of credit costs is anticipated over the upcoming quarters. Ind-Ra expects IKF's profitability to sustain in the near term, supported by operating efficiency, a likely decline in the cost of funding and an ability to grow its loan book with a manageable asset quality.

Diversified Funding Profile: The company's funding profile remains well-diversified, with term loans accounting for the majority share at 71%, followed by non-convertible debentures (19%), securitisation transactions (7%) and cash-credit/overdraft facilities (4%) as of 1HFY26. The borrowing base continues to benefit from established relationships with more than 60 lenders, including private and public sector banks, small finance banks, the National Housing Bank (for IKFH), asset management companies and capital market participants. Despite this diversification, the company's blended cost of funds remains relatively elevated at around 10% in 1HFY26. However, management anticipates a moderation in borrowing costs in 2HFY26, supported by the benefit of reduction in MCLR-linked floating-rate exposures and the repricing of high-cost legacy borrowings. The regular addition of new lending partners, coupled with the recent equity infusion, is likely to enhance funding flexibility. Given the scale of operations, the existing lender base is deemed adequate, and the liability profile remains well diversified. Additionally, the company's co-lending arrangements with partner institutions provides an alternative avenue for resource mobilisation.

Experienced Management backed by Marquee Investors: IKF has three decades of operating track record and a considerable presence in Telangana, which accounted for 33.3% of the assets under management (AUM) as on 30 September 2025 due to legacy market. The company has seen multiple cycles, and its top management consists of professionals with significant and relevant experience. IKF has strengthened its information technology and management of information systems, and has benefited from the high involvement of key institutional investors such as Norwest Capital LLC, Motilal Oswal Wealth Limited, Creador PE, among others, which together hold around 52.48% stake in IKFF as on 30 November 2025, while the promoters held 35.2% and the remaining stake held by others. IKFF's board of directors comprises the promoter and a family member serving as the chairman and managing director, along with one non-independent director, four independent directors, and one investor-nominee director. Additionally, the group's governance structure reflects overlap, with the chairman and managing director of IKFF concurrently serving as directors on the board of IKFH.

Limited Geographical Diversification: IKFF currently operates across nine states and intends to expand into two additional geographies namely Haryana and Chhattisgarh by end of FY26, thereby increasing its footprint to 11 states. Nevertheless, IKFH will remain focused on its six core states, with deeper penetration planned within these markets. The portfolio continues to exhibit high regional concentration, with a significant skew towards the southern region. The four major southern states namely Telangana (33.3%), Andhra Pradesh (13.1%), Tamil Nadu (12.9%), and Karnataka (9.0%), together account for 68.3% of the total AUM, supported by a branch network of 200 across these states. While the company has gradually expanded into newer regions over time, the geographical profile remains concentrated. Ind-Ra believes that continued scale-up in non-southern markets is expected to aid geographical diversification and reduce concentration risk over the medium term.

Financially Vulnerable Borrower Segment, but Manageable Asset Quality across Business Cycles: At 1HFYE26, the company's AUM was diversified across commercial vehicles (29.5%), construction equipment (21.9%), home loans (14.1%), cars and multi-utility vehicles (12.6%), loans against property (8.6%), secured SME (7.5%), NBFC lending (3.9%) and the balance in tractors, two-wheelers and three-wheelers. The company maintains a strong presence in the southern region as a used-vehicle financier, with over 95% of its vehicle portfolio comprising pre-owned assets. IKFF's borrower base remains economically vulnerable, given its focus on individual borrowers in the used-vehicle segment and small business owners in the MSME segment, predominantly across rural and semi-urban geographies. Consequently, softer-bucket delinquencies have historically remained elevated and volatile. Nevertheless, the company has demonstrated an ability to navigate through cycles, with 90+ days past due rising but remaining manageable at 2.1% in 1HFY26 (FY25: 1.5%; FY24: 1.3%). Write-offs also remained contained at INR183 million (0.25% of AUM) in 1HFY26.

The gross non-performing asset increased to 2.28% in 1HFY26 (FY25: 2.03%; FY24: 2.01%), although the company continued to exercise control over delinquencies while maintaining an adequate provision coverage ratio of 34.2%. Additionally, as part of its de-risking strategy, the company has improved portfolio granularity by reducing high-ticket exposures to NBFCs and MSMEs. Ind-Ra believes that the company's ability to sustain growth while preserving asset quality in existing and newer geographies will remain a key monitorable.

Liquidity

Adequate: As per IKF's asset-liability management statement, as on 30 September 2025, there was no cumulative mismatch in any time bucket up to one year. At end-December 2025, the company had INR5,369 million of cash and cash equivalents, and undrawn bank lines of INR10,429 million, which, are sufficient to meet the company's debt repayment of INR4,809 million until end-March 2026 even without factoring in the collection during the period. The management maintains a policy to keep minimum surplus liquidity for the next two months' debt repayment and operating expenses. The company can also raise liquidity through the securitisation of its portfolio. Even under Ind-Ra's stress case, which assumes a delay in inflows, the liquidity profile is reasonable.

Rating Sensitivities

Positive: The following events could collectively lead to a positive rating action
- continued and significant growth in the scale of operations;
- continued geographic diversification;
- sustained profitability;
- continued improvement in funding profile and cost of funding relative to peers'; and
- a demonstrated ability to manage its asset quality.

Negative: Events that could, individually or collectively, lead to a negative rating action are:
- deterioration in the asset quality and high credit costs, resulting in a material capital impairment;
- the consolidated leverage (debt/tangible equity) exceeding 4.0x, on a sustained basis, over the medium term;
- challenges in mobilising funds and an inability to maintain adequate liquidity.

Disclosures for CE Rating

Disclosures for Provisional Rating

ESG Issues

ESG Factors Minimally Relevant to Rating: Unless otherwise disclosed in this section, the ESG issues are credit neutral or have only a minimal credit impact on IKFF, due to either their nature or the way in which they are being managed by the entity. For more information on Ind-Ra's ESG Relevance Disclosures, please click here. For answers to frequently asked questions regarding ESG Relevance Disclosures and their impact on ratings, please click here.

RAC

India Ratings & Research
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Any Other Information

Not applicable

About the Company

IKFF is a NBFC that commenced operations in 1991 with the objective of catering to the underpenetrated used vehicle financing segment. The company later expanded into home loans and loan against property products through IKFH, which started operations in 2017 and was converted into a fully owned subsidiary in FY25. IKFH registered as a housing finance company. Both entities are collectively known as IKF, with their home state being Telangana.

As of 1HFY26, IKFF operates 199 branches across nine states, while IKFH operates 121 branches across six states, resulting in a combined network of 320 branches, with a majority presence in the southern region. The group has an employee strength of over 2,850. IKF is promoted by Mr. V. G. K. Prasad and is supported by private equity investors.

Key Financial Indicators

Particulars (INR million)- IKF (Consolidated)	1HFY26	FY25	FY24
Total tangible assets	72,698	62,406	44,710
Total tangible equity	18,450	10,639	9,242
Net profit/loss	843	1,428	1,018
Return on average assets (%)	2.5	2.67	2.61
Equity/assets (%)	25.4	17	20.7
Leverage (debt/tangible equity) (x)	2.86	4.72	3.73
Gross non-performing assets (%)	2.28	2.03	2.01
Source: IKF, Ind-Ra's analysis			

Particulars (INR million)- IKFF (Standalone)	1HFY26	FY25	FY24
Total tangible assets	60,632	50,109	36,747
Total tangible equity	17,979	9,874	8,793
Net profit/loss	650	1,080	770
Return on average assets (%)	2.35	2.49	2.39
Equity/assets (%)	29.7	19.7	23.9
Total capital ratio (%)	30.86	20.86	26.51
Leverage (debt/tangible equity) (x)	2.31	3.98	3.11
Gross non-performing assets (%)	2.48	2.24	2.35
Source: IKF, Ind-Ra's analysis			

Particulars (INR million)- IKFH (Standalone)	1HFY26	FY25	FY24
Total tangible assets	15,301	13,780	9,513
Total tangible equity	3,708	2,405	2,124
Net profit/loss	179	338	237
Return on average assets (%)	2.46	2.9	2.9
Equity/assets (%)	24.2	17.5	22.3
Total capital ratio (%)	37.79	27.79	32.88
Leverage (debt/tangible equity) (x)	3.01	4.54	3.37
Gross non-performing assets (%)	1.55	1.23	0.76
Source: IKF, Ind-Ra's analysis			

Applicable Criteria

- Evaluating Corporate Governance
- The Rating Process
- Financial Institutions Rating Criteria
- Non-Bank Finance Companies Criteria

RAC

India Ratings & Research
A Fitch Group Company

Status of Non-Cooperation with Previous Rating Agency

Not applicable

Rating History

Instrument Type	Current Rating/Outlook			Historical Rating/Outlook
	Rating Type	Rated Limits (million)	Rating/Outlook	7 January 2026
Commercial paper	Short-term	INR750	IND A1+	IND A1+
Bank loan facilities	Long-term	INR1,000	IND AA-/Stable	IND AA-/Stable
Non- convertible debentures	Long-term	INR5,000	IND AA-/Stable	-

Complexity Level of the Instruments

Instrument Type	Complexity Indicator
Commercial paper	Low
Bank loan facilities	Low
Non- convertible debentures	Low

For details on the complexity level of the instruments, please visit https://www.indiaratings.co.in/complexity- indicators.

Annexure

Not Applicable

Contact

Ankit Bhatra

Analyst

+91 22 40001757

Karan Gupta

Director

+91 22 40001744

RAC

India Ratings & Research
A Fitch Group Company

Media Relations
Ameya Bodkhe
Marketing Manager
+91 22 40356121

SOLICITATION DISCLOSURES

Additional information is available at www.indiaratings.co.in. The ratings above were solicited by, or on behalf of, the issuer, and therefore, India Ratings has been compensated for the provision of the ratings.

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ABOUT INDIA RATINGS AND RESEARCH

India Ratings and Research (Ind-Ra) is India's most respected credit rating agency committed to providing India's credit markets accurate, timely and prospective credit opinions. Built on a foundation of independent thinking, rigorous analytics, and an open and balanced approach towards credit research, Ind-Ra has grown rapidly during the past decade, gaining significant market presence in India's fixed income market.

Ind-Ra currently maintains coverage of corporate issuers, financial institutions (including banks and insurance companies), finance and leasing companies, managed funds, urban local bodies and project finance companies.

Headquartered in Mumbai, Ind-Ra has six branch offices located at Ahmedabad, Bengaluru, Chennai, Delhi, Hyderabad and Kolkata. Ind-Ra is recognised by the Securities and Exchange Board of India, the Reserve Bank of India and National Housing Bank.

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For more information, visit www.indiaratings.co.in.

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ANNEXURE II: CONSENT LETTER FROM THE DEBENTURE TRUSTEE

CATALYST
Believe in yourself... Trust us!

CL/DEB/25-26/2657 **Date : 19-Feb-2026**

To,
Kalyani Chunduri,
IKF Finance Limited,
40-1-144,3rd FLOOR, CORPORATE CENTRE,
M.G.ROAD.,
Vijayawada,
Andhra Pradesh,
India 520010.

Dear Sir/ Madam,

Re: Consent to act as a Debenture Trustee for Private Placement of Fully Paid, Rated, Listed, Redeemable, Transferable, Secured, Non-Convertible Debentures of ₹ 100.00 Crores with green shoe option of 150.00 Crores Crores aggregating to 250.0000000 Crores.

We refer to your letter dated 18.02.2026 , requesting us to convey our consent to act as the Debenture Trustee for captioned issue of Debentures.

We hereby convey our acceptance to act as Debenture Trustees for the said issue Debentures, subject to execution of Debenture Trustee Agreement as per Regulation 13 of SEBI (Debenture Trustee) Regulations, 1993, thereby agreeing to execute Debenture Trust Deed and to create the security if applicable within the timeline as per relevant Laws / Regulations and in the Offer Document / Information Memorandum / Disclosure Document / Placement Memorandum and company agreeing / undertaking to comply with the provisions of SEBI (Debenture Trustee) Regulations, 1993, SEBI (Issue and Listing o f Non-Convertible Securities) Regulations 2021, SEBI (Listing Obligations & Disclosure Requirements) Regulation 2015, Companies Act, 2013 and Rules thereunder and other applicable laws as amended from time to time.

Fee Structure for the proposed transaction will be as per annexure A.

Assuring you of the best professional services.
Thanking you.

Yours faithfully,

Catalyst Trusteeship Limited

Name : Suyash Sawant

Designation : Manager

CATALYST TRUSTEESHIP LIMITED (FORMERLY GDA TRUSTEESHIP LIMITED) An ISO:9001 Company
Mumbai Office : Unit No- 901, 9th Floor, Tower B, Peninsula Business Park, Senapati Bapat Marg, Lower Parel (W), Mumbai - 400013 **Tel : +91 (022) 4922 0555 Fax : +91 (022) 4922 0505**
Regd. Office : GDA House, Plot No. 85, Bhusari Colony (Right), Paud Road, Pune 411 038 **Tel : +91 (020) 25280081 Fax : +91 (020) 25280275**
Delhi Office : Office No. 810, 8th Floor, Kailash Building, 26, Kasturba Gandhi Marg, New Delhi - 110001 **Tel : 11 430 29101/02**
CIN No. U74999PN1997PLC110262 Email : dt@ctltrustee.com Website : www.catalysttrustee.com
Pune | Mumbai | Bengaluru | Delhi | Chennai

CATALYST
Believe in yourself... Trust us!

Annexure A

Fee Structure for transaction CL/DEB/25-26/2657

PERTICULARS	AMOUNT
Acceptance fees (one-time, non-refundable, payable on our appointment)	₹ 0.00
One Time Service Trusteeship Fees(Amount/Percentage)	₹ 100,000.00

One Time Service Fees are applicable in advance from date of execution till termination of transaction.
The taxes on above fee structure are payable at applicable rates from time to time.

All out of pocket expenses incurred towards legal fees, travelling, inspection charges, etc shall be levied and re-imbursed on actual basis.

Please return the second copy this letter duly signed by Authorized Officer from your company.

Yours Faithfully,

For Catalyst Trusteeship Limited

Name : Suyash Sawant

Designation : Manager

We accept the above terms.

For IKF Finance Limited

Chapalamadugu Sreenivasa Rao
Digitally signed by Chapalamadugu Sreenivasa Rao
Date: 2026.02.20 12:57:46 +05'30'

Name :

Designation :

CATALYST TRUSTEESHIP LIMITED (FORMERLY GDA TRUSTEESHIP LIMITED) An ISO:9001 Company

Mumbai Office : Unit No- 901, 9th Floor, Tower B, Peninsula Business Park, Senapati Bapat Marg, Lower Parel (W), Mumbai - 400013 **Tel : +91 (022) 4922 0555** **Fax : +91 (022) 4922 0505**
Regd. Office : GDA House, Plot No. 85, Bhusari Colony (Right), Paud Road, Pune 411 038 **Tel : +91 (020) 25280081** **Fax : +91 (020) 25280275**
Delhi Office : Office No. 810, 8th Floor, Kailash Building, 26, Kasturba Gandhi Marg, New Delhi - 110001 **Tel : 11 430 29101/02**
CIN No. U74999PN1997PLC110262 **Email : dt@ctltrustee.com** **Website : www.catalysttrustee.com**
Pune | Mumbai | Bengaluru | Delhi | Chennai

ANNEXURE III: APPLICATION FORM

IKF FINANCE LIMITED

A public limited company incorporated and validly existing under the Companies Act 1956 and validly existing under the Companies Act, 2013.

Date of Incorporation: 30th May 1991

Registered Office: 40-1-144, 3rd Floor, Corporate Centre, M.G. Road, Vijayawada, Andhra Pradesh - 520010, India

Telephone No.: 0866-2474644

Website: https://www.ikffinance.com

DEBENTURE SERIES APPLICATION FORM SERIAL NO.									

ISSUE OF UP TO 2,50,000 (TWO LAKH 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 250,00,00,000/- (INDIAN RUPEES TWO HUNDRED AND FIFTY CRORE ONLY) ("NCDS" OR "DEBENTURES"), COMPRISING OF:
(A) A BASE ISSUE OF UP TO 1,00,000 (ONE LAKH) 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 100,00,00,000/- (INDIAN RUPEES ONE HUNDRED CRORE ONLY); AND
(B) A GREEN SHOE OPTION OF UP TO 1,50,000 (ONE LAKH 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 150,00,00,000/- (INDIAN RUPEES ONE HUNDRED AND FIFTY CRORE ONLY) ("GREEN SHOE OPTION"),
IN A DEMATERIALISED FORM, ON A PRIVATE PLACEMENT BASIS (THE "ISSUE") (HEREINAFTER REFFERED TO AS "DEBENTURES") BY IKF FINANCE LIMITED (THE "COMPANY") OR ("ISSUER").

Dear Sir / Madam,
I AM/ WE ARE ( ) COMPANY ( ) OTHERS ( ) SPECIFY __________

We have read and understood the terms and conditions of the Key Information Document dated March 05, 2026, for the issue of Debentures on a private placement basis including the Risk Factors described in the Key Information Document ("**Key Information Document**") issued by the Issuer and have considered these in making our decision to apply. We bind ourselves to these terms and conditions and wish to apply for allotment of these Debentures. We request you to please place our name(s) on the Register of Debenture Holders, on allotment of the Debentures to us.

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

I/ We bind myself/ourselves to the terms and conditions as contained in the Key Information Document. I/we note that the Company is entitled in its absolute discretion, to accept or reject this application in whole, or in part, without assigning any reason whatsoever.

(PLEASE READ THE INSTRUCTIONS CAREFULLY BEFORE FILLING THIS FORM)

All capitalised terms used in this Application Form which are not defined shall have the meaning attributed to them in the Key Information Document.

DEBENTURE SERIES APPLIED FOR:
Number of Debentures: ____In words: __________ only
Amount INR________/- In words Indian Rupees :__________Only

DETAILS OF PAYMENT:
Cheque / Demand Draft / RTGS
No. _____________ Drawn on____
Funds transferred to **IKF Finance Limited**
Dated ____________
Total Amount Enclosed
(In Figures) INR /- (In words) Only

APPLICANT'S NAME IN FULL (CAPITALS) **SPECIMEN SIGNATURE**

APPLICANT'S ADDRESS

ADDRESS																	
STREET																	
CITY																	
PIN							**PHONE**							**FAX**			

APPLICANT'S PAN/GIR NO. _____________ IT CIRCLE/WARD/DISTRICT ____

Name of the Authorised Signatory(ies)	Designation	Signature

Applicant's Signature:

We the undersigned, are agreeable to holding the Debentures of the Company in dematerialised form. Details of my/our Beneficial Owner Account are given below:

DEPOSITORY	**NSDL/CDSL**
DEPOSITORY PARTICIPANT NAME	
DP-ID	
BENEFICIARY ACCOUNT NUMBER	
NAME OF THE APPLICANT(S)	

Applicant Bank Account: (Settlement by way of Cheque / Demand Draft / Pay Order / Direct Credit / ECS / NEFT/RTGS/other permitted mechanisms)	

FOR OFFICE USE ONLY
DATE OF RECEIPT ________________ DATE OF CLEARANCE ________________

(Note: Cheque and Drafts are subject to realisation)

We understand and confirm that the information provided in the Key Information Document is provided by the Issuer and the same has not been verified by any legal advisors to the Issuer, and other intermediaries and their agents and advisors associated with this Issue. We confirm that we have for the purpose of investing in these Debentures carried out our own due diligence and made our own decisions with respect to investment in these Debentures and have not relied on any representations made by anyone other than the Issuer, if any.

We understand that: i) in case of allotment of Debentures to us, our Beneficiary Account as mentioned above would get credited to the extent of allotted Debentures, ii) we must ensure that the sequence of names as mentioned in the Application Form matches the sequence of name held with our Depository Participant, iii) if the names of the Applicant in this application are not identical and also not in the same order as the Beneficiary Account details with the above mentioned Depository Participant or if the Debentures cannot be credited to our Beneficiary Account for any reason whatsoever, the Company shall be entitled at its sole discretion to reject the application or issue the Debentures in physical form.

Applicant's

Signature

FOR OFFICE USE ONLY
DATE OF RECEIPT ______________________ DATE OF CLEARANCE _________________

(Note : Cheque and Drafts are subject to realisation)

---(TEAR HERE)---

ACKNOWLEDGMENT SLIP

(To be filled in by Applicant) **SERIAL NO.**									

Received from ____

Address____
____
Cheque/Draft/UTR # ______________ Drawn on _______________________________ for INR _____________ on account of application of _____________________ Debenture

INSTRUCTIONS

1. Application form must be completed in full, IN ENGLISH.

2. Signatures must be made in English or in any of the Indian languages. Thumb Impressions must be attested by an authorized official of the Bank or by a Magistrate/Notary Public under his/her official seal.

3. Application form, duly completed in all respects, must be submitted with the respective Collecting Bankers. The payment is required to be made to the following account, in accordance with the terms of the EBP Guidelines:

4. The payment is required to be made to the following account:

Name of Bank	HDFC BANK
IFSC Code	HDFC0000060
Account number	ICCLEB
Name of beneficiary	INDIAN CLEARING CORPORATION LIMITED

Name of Bank	ICICI Bank Ltd.
IFSC Code	ICIC0000106
Account number	ICCLEB
Name of beneficiary	INDIAN CLEARING CORPORATION LTD

5. The Company undertakes that the application money deposited in the above-mentioned bank account shall not be utilized for any purpose other than:

   a) for adjustment against allotment of securities; or

   b) for the repayment of monies where the company is unable to allot securities.

6. Receipt of applicants will be acknowledged by the Company in the "Acknowledgement Slip" appearing below the application form. No separate receipt will be issued.

7. All applicants should mention their Permanent Account No. or their GIR No. allotted under Income Tax Act, 1961 and the Income Tax Circle/Ward/District. In case where neither the PAN nor the GIR No. has been allotted, the fact of non-allotment should be mentioned in the application form in the space provided. Income Tax as applicable will be deducted at source at the time of payment of interest including interest payable on application money.

8. The application would be accepted as per the terms of the manner outlined in the transaction documents for the private placement.

ANNEXURE IV: ILLUSTRATION OF BOND CASH FLOWS

Illustration of bond cash flows	
Company	IKF Finance Limited
Face Value (per security)	INR 10,000 (Indian Rupees Ten Thousand Only)
Issue Date / Date of Allotment	Issue Opening Date: March 09, 2026 Deemed Date of Allotment: March 10, 2026
Final Redemption Date / Maturity Date	Redemption Date / Maturity Date: 24 (twenty four) months from the Deemed Date of Allotment.
Coupon Rate	Please refer to Section 2.45 (Issue Details) of this Key Information Document
Frequency of the Coupon Payment with specified dates	Please refer to Section 2.45 (Issue Details) of this Key Information Document Please also see below.
Day Count Convention	Actual/Actual

Cash flows - Redemption Amount and Coupon Payment Schedule

(Per Debenture)

Due Date	Record Date	Opening Principal (in INR)	Principal (in INR) Repayments	Interest / Coupon (in INR)	Closing Principal (in INR)	Cashflows (in INR)
10/Mar/26					10,000	-10,000.00
10/Jun/26	26/May/26	10,000	0	214.25	10,000	214.25
10/Sep/26	26/Aug/26	10,000	0	211.92	10,000	211.92
10/Dec/26	25/Nov/26	10,000	0	211.92	10,000	211.92
10/Mar/27	23/Feb/27	10,000	0	211.92	10,000	211.92
10/Jun/27	26/May/27	10,000	0	211.92	10,000	211.92
10/Sep/27	26/Aug/27	10,000	3333.33	216.58	6,667	3,549.91
10/Dec/27	25/Nov/27	6,667	3333.33	141.28	3,333	3,474.61
10/Mar/28	24/Feb/28	3,333	3333.33	70.64	0	3,403.97

ANNEXURE V - PART I: BOARD RESOLUTION

IKF FINANCE

EXTRACT OF THE MINUTES OF THE MEETING OF BOARD OF DIRECTORS OF IKF FINANCE LIMITED HELD ON TUESDAY, THE 5TH DAY OF NOVEMBER, 2024 AT THE REGISTERED OFFICE OF THE COMPANY SITUATED #40-1-144, CORPORATE CENTRE, M.G.ROAD, VIJAYAWADA, ANDHRA PRADESH AT 1.30 P.M.,

APPROVAL FOR RE CONSTITUTION OF MANAGEMENT COMMITTEE AND DELEGATION OF POWERS

The Board was informed that due to retirement of Sri.K.Satyanarayana Prasad, Independent Director and member of the Management Committee it is proposed to reconstitute Management Committee of the Company. In this regard, the Board has discussed in detail and approved to re constitute the Management Committee duly passing the following resolutions

"**RESOLVED THAT** pursuant to the provisions of the Companies Act, 2013, applicable clauses of Listing Agreement with the Bombay Stock Exchange and other applicable provisions/circulars/notifications if any of the concerned Regulatory Authorities and in due compliance of Master Direction - Master Direction - Information Technology Framework for the NBFC Sector, the consent of the Board of Directors be and is hereby accorded to re constitute the Management Committee of the Company as follows:

S No	Name of the Member	Designation
1	Mr V.G.K.Prasad	Chairman & Executive Director
2	Mrs K.Vasumathi Devi	Managing Director
3	Mr Kannan	Independent Director

"RESOLVED THAT pursuant to the provisions of Section 179(3), 180 and 186 of the Companies Act, 2013 and the rules made there under (including any statutory modification(or re-enactments thereof for the time being in force), the Management Committee of the Board comprise the members i) Mr .V.G.K.Prasad, Chairman & Executive Director, ii) Mrs.K.Vasumathi Devi, Managing Director and iii) Mr.Kannan, Independent Director to exercise the following powers on behalf of the Board of Directors from time to time

- To borrow money, as and when required, from, including without limitation, any Bank and/or Public Financial Institution as defined under Section 2(72) of the Companies Act, 2013 and/or eligible foreign lender and/or any entity/ entities and/or authority/ authorities and/ or through suppliers credit, any other securities or instruments, such as floating rate notes, fixed rate notes, syndicated loans, debentures, commercial papers, short term loans or any other instruments etc. and/or through credit from official agencies and/or by way of commercial borrowings from the private sector window of multilateral financial institution, either in rupees or in such other foreign currencies as may be permitted by law from time to time, for an aggregate amount not exceeding Rs.6,000 Crores (Rupees Six Thousand Crores Only)

- To create charges, mortgages and hypothecations in addition to the existing charges, mortgages and hypothecations created by the company, on such assets and properties of the company, both present and future, in favour of all or any Banks, financial institutions, investments institutions and their subsidiaries, any other bodies corporate and any other lenders (hereinafter collectively referred to "the lending agencies") and/ or Trustees for the holders of debentures/ bonds/ other instruments to secure borrowing of the Company by way of loans/ issue of debentures/ bonds/ other instruments which may be issued for a sum not exceeding Rs.5,000 Crore (Rupees Six

Thousand Crore only) over and above the aggregate of the paid up capital of the company, its free reserves and securities premium which have been /or propose to be obtained from or privately placed with the lending agencies

- To issue, offer or invitation and allot secured/unsecured, redeemable, non-convertible, listed / unlisted, senior/subordinated bonds/debentures/Commercial Paper/ Tier II Debt/ Other debt securities ("Bonds") of value aggregating upto Rs.3,000 Cr (Rupees Three Thousand Crores Only) through private placement offer letter(s) in one or more tranches

- To finalize the terms and conditions and approve the assignment and securitization transaction with all NBFCs, Banks and other Financial Institutions

- To Invest surplus funds in Investment grade rated Companies Non-Convertible Debentures

- To approve the day to day management transactions

- To open any Bank Account and approve the authorities to operate the accounts or to close any inoperative Bank accounts

- To apply for any approvals, permissions with Statutory authorities like Registrar of Companies, Reserve Bank of India

- To give authorization to the Directors and other authorities to execute the documents on behalf of the Company

- To approve the sale of repossessed assets

//Certified True Copy//
For IKF Finance Limited

CHAPALAMADUGU SREENIVASA RAO
Digitally signed by CHAPALAMADUGU SREENIVASA RAO
Date: 2024.11.07 11:43:17 +05'30'

(Ch Sreenivasa Rao)
Company Secretary
MNo: A14723

Place: Vijayawada
Date: 07.11.2024

ANNEXURE V - PART II: MANAGEMENT COMMITTEE RESOLUTION

IKF FINANCE

EXTRACT FROM THE MINUTES OF THE MEETING OF THE MANAGEMENT COMMITTEE OF BOARD OF DIRECTORS OF IKF FINANCE LIMITED AT THEIR MEETING HELD ON FRIDAY, THE 20TH DAY OF FEBRUARY, 2026 AT THE REGISTERED OFFICE OF THE COMPANY SITUATED AT 40-1-144, CORPORATE CENTRE, M.G.ROAD, VIJAYAWADA-520010, ANDHRA PRADESH AT 11.00 A.M.,

ISSUE OF SENIOR RATED SECURED LISTED TRANSFERABLE REDEEMABLE NON-CONVERTIBLE DEBENTURES ON A PRIVATE PLACEMENT BASIS

The Committee noted the Company's proposal for raising of debt by way of private placement of up to 1,00,000 (One Lac) Rated, secured, listed, transferable redeemable Non-Convertible Debentures, having a face value of INR. 10,000/- (Indian Rupees Ten Thosuand only) each, for cash, aggregating up to INR 100,00,00,000/- (Indian Rupees One Hundred Crores Only) with a green shoe option 1,50,000 (One Lac Fifty Thousand) Rated, secured, listed, transferable redeemable Non-Convertible Debentures, having a face value of INR. 10,000/- (Indian Rupees Ten Thousand only) each,, for cash, aggregating up to INR 250,00,00,000 (Indian Rupees Two Hundred and Fifty Crores) in dematerialised form, to raise funds will be used its on-lending requirement towards various classes of loan products of the Company, including but not limited to vehicle loans and various other classes of loan products of the Company, and pursuant to the approval of the Board of Directors of the Company in their meeting held on 05.11.2024 and members at their meeting held on 30.09.2025.

The Chairman informed the Committee that:

1. In order for the Company to raise funds, *inter alia*, for augmenting the funds for raising debt for the ongoing business of the Company (including the expansion of the Company's onward lending), and pursuant to the approval of the Board of Directors of the Company at their meeting held on 05.11.2024 and pursuant to the approval of the members of the Company at their meeting held on 30.09.2025, the Company is planning to raise debt to make a private placement of non-convertible debentures, by way of an issue of up to 1,00,000 (One Lac) Rated, secured, listed, transferable redeemable Non-Convertible Debentures, having a face value of INR. 10,000/- (Indian Rupees Ten Thosuand only) each, for cash, aggregating up to INR 100,00,00,000/- (Indian Rupees One Hundred Crores Only) with a green shoe option 1,50,000 (One Lac Fifty Thousand) Rated, secured, listed, transferable redeemable Non-Convertible Debentures, having a face value of INR. 10,000/- (Indian Rupees Ten Thousand only) each,, for cash, aggregating up to INR 250,00,00,000 (Indian Rupees Two Hundred and Fifty Crores) in a single series (the "**Debentures**") to be issued and allotted in dematerialised form, to identified categories of investors, being financial institutions, insurance companies, provident funds, gratuity, pension, superannuation funds, regional rural banks, mutual funds, alternate investment funds, companies, body corporates authorized to invest in bonds, trusts, association of persons, societies, individuals, scheduled commerical banks, cooperative bank, partnership firms, HUF and any other person (not being an individual or a group), who shall meet the eligibility criteria as set out in the information memorandum/offer letter, on such terms and conditions as set out in the term sheet tabled before the Committee and do all other acts in connection with the issue of the Debentures.

2. Further, in relation to the issuance of Debentures and other acts required in connection therewith, the Company will be required to *inter alia*:

   a. Appoint a debenture trustee to act for and on behalf of the holders of the Debentures.

IKF Finance Limited
Registered Office: # 40-1-144, 3rd Floor, Corporate Centre, M.G. Road, Vijayawada, Andhra Pradesh – 520010, India.
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IKF FINANCE

b. Appoint a Merchant Banker

c. Procure rating for the Debentures from an accredited rating agency;

d. Obtain listing of Debentures on wholesale debt market segment of the BSE;

e. Enter into the requisite agreements with the depository participant i.e., National Securities Depository Limited and/or Central Depository Services (India) Limited for the issue of the Debentures in a dematerialized form and procuring the international securities identification number (ISIN) for the same;

f. To pay all stamp duty required to be paid for the issue, offer and allotment of the Debentures in accordance with the laws of India and procure the stamped documents from the relevant governmental authorities;

g. Open such bank account(s) as may be required in relation to servicing of the Debentures;

h. Create and perfect the security as required in accordance with the terms of the transaction documents in relation to the issue, offer and allotment of the Debentures;

i. Execute the debenture trust deed, the debenture trustee agreement, the deed of hypothecation, disclosure document/offer letter/key information document, powers of attorney, and such other documents as may be required to be executed in relation to the Debentures.

j. To set up recovery expense fund as per the applicable regulations.

The Committee discussed the matter and thereafter unanimously passed the following resolution:

"**RESOLVED THAT** pursuant to the powers conferred upon the Committee in terms of the resolution of the Board of Directors of the Company dated 05.11.2024, and as approved by the Board of Directors of the Company by way of the said resolution and members of the Company in the general meeting held on 30.09.2025 and pursuant to the provisions of the Memorandum and Articles of Association of the Company, the applicable provisions of the Companies Act, 2013 and the Companies (Prospectus and Allotment of Securities) Rules, 2014, the Companies (Share Capital and Debentures) Rules, 2014, the Securities and Exchange Board of India (Issue and Listing of Non-Convertible Securities) Regulations, 2021, listing agreement entered into by the Company with Bombay Stock Exchange, the regulations issued by the Reserve Bank of India as applicable to Non-Banking Financial Companies from time to time and other applicable laws, if any, the Committee hereby approves the issuance of up to 1,00,000 (One Lac) Rated, secured, listed, transferable redeemable Non-Convertible Debentures, having a face value of INR. 10,000/- (Indian Rupees Ten Thosuand only) each, for cash, aggregating up to INR 100,00,00,000/- (Indian Rupees One Hundred Crores Only) with a green shoe option 1,50,000 (One Lac Fifty Thousand) Rated, secured, listed, transferable redeemable Non-Convertible Debentures, having a face value of INR. 10,000/- (Indian Rupees Ten Thousand only) each,, for cash, aggregating up to INR 250,00,00,000 (Indian Rupees Two Hundred and Fifty Crores) on a private placement basis to identified categories of investors, being financial institutions, insurance companies, provident funds, gratuity, pension, superannuation funds, regional rural banks, mutual funds, alternate investment funds, companies, body corporates authorized to invest in bonds, trusts, association of persons, societies, individuals, scheduled commercial banks, cooperative bank, partnership

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firms, HUF and any other person (not being an individual or a group), who shall meet the eligibility criteria as set out in the information memorandum/offer letter) and who are successful bidders on the electronic book platform as per the applicable regulations issued by the Securities and Exchange Board of India in relation to the EBP mechanism, on such terms and conditions such as issue size, tenor and coupon as the Committee may deem appropriate based on prevailing market and other conditions and do all other acts as may be required in connection with the issue of Debentures.

RESOLVED THAT the Committee hereby approves the appointment of:

a. Catalyst Trusteeship Private Limited as the trustee to act for and on behalf of the holders of the Debentures.

b. Merchant Banker for the issue

c. National Securities Depository Limited ("**NSDL**") or Central Depository Services Limited ("**CDSL**") or both, as determined by any authorised signatory as the depository for the issue of Debentures; and

d. Bigshare Services Private Limited as the registrar to the issue of Debentures.

RESOLVED FURTHER THAT (i) Sri.V.G.K.Prasad, Chairman, (ii) Smt.K.Vasumathi Devi, Managing Director iii) Sri Prakash Bhawnani, Chief Financial Officer iv) Sri.Ch.Sreenivasa Rao, Company Secretary, (v) Mrs. Kalyani Chunduri, AVP Lender Relations, (vi) Mr Rahul Mohanty, Senior Manager (Lendor Relations) (vii) Mr. S Mugundharaj, Manager, (viii) Ms. Sujatha S, Deputy Company Secretary ("**Authorised Signatories**") of the Company, be and are hereby severally authorized on behalf of the Company, to negotiate, finalise, sign and execute the necessary definite agreements including debenture trust deed, debenture trustee agreement, deed of hypothecation, powers of attorney and other agreements, documents, papers, writing, amendments, disclosure document, private placement offer-cum-application letter, key information document, on behalf of the Company with respect to the Debentures and to take such steps as may be necessary for filing of the said documents with the respective authority, to create and perfect the security over the receivables of the Company which shall be maintained at least 1.10x (one decimal point one zero times) the aggregate amount of the redemption amount in relation to the Debentures as required in accordance with the terms of the transaction documents in relation to the issue, offer and allotment of the Debentures and to obtain approvals, statutory, contractual or otherwise, in relation to the above if required and to settle all matters arising out of and incidental thereto, on behalf of the Company and generally to do all such acts, deeds and things that may be necessary, proper, expedient or incidental for the purpose of giving effect to the aforesaid resolution.

RESOLVED FURTHER THAT the contents of the transaction documents including the general information document and the key information documents have been perused by the board of directors, and the final and ultimate responsibility of the contents mentioned herein shall also lie with the board of directors.

The following shall be the authorised persons to approve the general information document/key information document:

i. Executive Chairperson and compliance officer; or

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ii. Managing Director or Chief Executive Officer and compliance officer; or

iii. Chief Financial Officer and compliance officer; or

iv. whole-time director and compliance officer; or

v. any two key managerial personnel.

they are duly authorised to attest as per this clause by the board of directors or the governing body, as the case may be, by a resolution, a copy of which should also disclosed in the offer document.

RESOLVED FURTHER THAT the Authorised Signatories of the Company, be and are hereby severally authorised to do all such acts, deeds, things and execute or ratify all such documents whatsoever as may be required in connection with the issue of the Debentures including without limitation execution or ratification of the requisite agreement(s) with the National Securities Depository Limited and/ or the Central Depository Services (India) Limited, the opening of bank accounts and opening of demat accounts, listing of Debentures on wholesale debt market segment of the BSE, appointment of the trustees, appointment of legal counsel, the registrar and transfer agent to the issue, credit rating company and other advisors as may be required and making payment of their fees.

RESOLVED FURTHER THAT any of the Directors, and the Authorised Signatories of the Company, be and are hereby severally authorised to do all such acts, deeds and things as are necessary for registering any of the documents, being executed by the Company, take steps relating to the creation, perfection and registration of charges, and for filing of necessary forms, returns and such other documents pertaining to the aforesaid issuance of Debentures with the relevant registrar of companies, the Ministry of Corporate Affairs, stock exchanges, Securities and Exchange Board of India ("SEBI"), or any other authority.

RESOLVED FURTHER THAT the Committee hereby authorizes the issuance of power of attorney authorizing the Authorised Signatories to execute or ratify all documents required to be executed or ratified as aforesaid and do all such acts and deeds as may be required in relation to the issue of Debentures.

RESOLVED FURTHER THAT the approval of the Committee be and is hereby given to affix the Common Seal of the Company on any or all documents as per the Articles of Association of the Company.

RESOLVED FURTHER THAT the aforesaid resolutions shall come into effect immediately and a copy of the foregoing resolutions certified to be a true copy by any of the Directors or Company Secretary of the Company be furnished to such parties concerned with respect to the issue of the Debentures."

// CERTIFIED TO BE TRUE COPY//
For IKF Finance Limited
Chapalamadugu Sreenivasa Rao

(Ch Sreenivasa Rao)
Company Secretary
M No: A14723

Place: Vijayawada
Date: 04.03.2026

IKF Finance Limited
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ANNEXURE VI: SHAREHOLDERS RESOLUTION

IKF FINANCE

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED AT THE 34TH ANNUAL GENERAL MEETING ("AGM") OF IKF FINANCE LIMITED HELD ON TUESDAY, THE 30TH DAY OF SEPTEMBER 2025 AT THE REGISTERED OFFICE OF THE COMPANY SITUATED AT #40-1-144, 3RD FLOOR, CORPORATE CENTRE, M.G.ROAD, VIJAYWADA-520010, ANDHRA PRADESH, AT 11.30 A.M.

TO RENEW THE BORROWING POWERS OF THE COMPANY OF ₹ 6000 CRORES _ Special Resolution

"**RESOLVED THAT** pursuant to the provisions of Section 180 (1)(c) and other applicable provisions, if any, of the Companies Act, 2013 including any statutory modifications or re-enactments thereof and in supersession of all the earlier resolutions passed in this regard, the Board of Directors (hereinafter referred to as the "Board", including any committee thereof for the time being, exercising the powers conferred on them by this resolution), be and is hereby authorized to borrow money, as and when required, from, including without limitation, any Bank and/or Public Financial Institution as defined under Section 2(72) of the Companies Act, 2013 and/or eligible foreign lender and/or any entity/ entities and/or authority/ authorities and/ or through suppliers credit, any other securities or instruments, such as floating rate notes, fixed rate notes, syndicated loans, debentures, commercial papers, short term loans or any other instruments etc., and/or through credit from official agencies and/or by way of commercial borrowings from the private sector window of multilateral financial institution, either in rupees or in such other foreign currencies as may be permitted by law from time to time, as may be deemed appropriate by the Board for an aggregate amount not exceeding ₹ 6000 Crores (Rupees Six Thousand Crores Only), notwithstanding that money so borrowed together with the monies already borrowed by the Company, if any (apart from temporary loans obtained from the Company's bankers in the ordinary course of business) may exceed the aggregate of the paid-up share capital of the Company, its free reserves and securities premium that is to say, reserves not set apart for any specified purpose."

"**RESOLVED FURTHER THAT** the Board including any committee for the time being, be and is hereby authorized to take such steps as may be necessary for obtaining necessary approvals, statutory, contractual or otherwise, in relation to the above and to settle all matters arising out of and incidental thereto, and to sign and to execute deeds, applications, documents and writings that may be required, on behalf of the Company and generally to do all such acts, deeds, matters and things as may be necessary, proper, expedient or incidental for giving effect to this resolution."

//Certified True Copy//
For IKF Finance Limited

Chapalamadugu Sreenivasa Rao

Ch Sreenivasa Rao
Company Secretary
M.No. A14723

Place: Vijayawada
Date: 27.02.2026

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TO RENEW THE POWER OF BOARD OF DIRECTORS OF THE COMPANY TO LEASE AND MORTGAGE OF THE PROPERTY(IES) OF THE COMPANY _ Special Resolution

"**RESOLVED THAT** pursuant to the provisions of Section 180(1)(a) and other applicable provisions, if any, of the Companies Act, 2013, as amended from time to time, and in supersession of all earlier resolutions passed in this regard, consent of the Company be and is hereby given to the Board of Directors (hereinafter referred to as the "Board", including any committee thereof for the time being, exercising the powers conferred on them by this resolution) of the company to create charges, mortgages and hypothecations in addition to the existing charges, mortgages and hypothecations created by the Company, on such assets and properties of the Company, both present and future and in such manner as the Board may direct, in favour of all or any Banks, financial institutions and their subsidiaries, any other bodies corporate and any other lenders (hereinafter collectively referred to "the Lending Agencies") and/ or Trustees for the holders of debentures/ bonds/ other instruments to secure borrowing of the Company by way of loans/ issue of debentures/ bonds/ other instruments which may be issued for a sum not exceeding ₹ 6000 Crores (Rupees Six Thousand Crores only) over and above the aggregate of the paid up capital of the Company, its free reserves and securities premium which have been or propose to be obtained from or privately placed with the Lending Agencies together with interest thereon at agreed rates, further interest, liquidated damages, premium on prepayment or on redemption, costs, charges, expenses, and all other monies payable by the Company to the Trustees under the trust deeds and/or to the Lending Agencies under their respective agreements/loan agreements / debentures trust deeds entered into/to be entered by the Company in respect of said borrowings."

"**RESOLVED FURTHER THAT** the Board including any committee for the time being, be and is hereby authorized to finalize with the Lending Agencies / Trustees, the documents for creating the aforesaid mortgages, charges and/or hypothecations and to accept any modifications to, or to modify, alter or vary, the terms and conditions of the aforesaid documents and to do all such acts and things and to execute all such documents as may be necessary for giving effect to this Resolution."

//Certified True Copy//
For IKF Finance Limited

Chapalamadugu Sreenivasa Rao

Ch Sreenivasa Rao
Company Secretary
M.No. A14723

Place: Vijayawada
Date: 27.02.2026

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

IKF FINANCE

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED AT THE 34TH ANNUAL GENERAL MEETING ("AGM") OF IKF FINANCE LIMITED HELD ON TUESDAY, THE 30TH DAY OF SEPTEMBER 2025 AT THE REGISTERED OFFICE OF THE COMPANY SITUATED AT #40-1-144, 3RD FLOOR, CORPORATE CENTRE, M.G.ROAD, VIJAYWADA-520010, ANDHRA PRADESH, AT 11.30 A.M.

AUTHORIZATION TO ISSUE OF NON-CONVERTIBLE DEBENTURES (NCD)/TIER II DEBT(S)/COMMERCIAL PAPERS/BONDS ON PRIVATE PLACEMENT BASIS- special resolution

"**RESOLVED THAT** pursuant to the provisions of Section 42, 71 and other applicable provisions of the Companies Act, 2013, read with Companies (Prospectus and Allotment of Securities) Rules, 2014, the Companies (Share Capital and Debentures) Rules, 2014 and other applicable provisions of the Companies Act, 2013, as amended and in force, in accordance with the Memorandum and Articles of Association, the Board of Directors (hereinafter referred to as the "Board", including any committee thereof for the time being) of the Company be and is hereby authorized to issue, offer or invite and allot secured/unsecured, redeemable, non-convertible, listed/unlisted, senior/subordinated bonds/debentures/Commercial Paper/ Tier II Debt/ Other debt securities of value aggregating upto Rs.3,000 Crores (Rupees Three Thousand Crores Only) through private placement offer letter(s) in one or more tranches in conformity and in compliance with the all applicable rules, regulation, directions made in this regard, as amended from time to time to such person or persons, including one or more companies, bodies corporate(s), statutory corporations, commercial banks, lending agencies, financial institutions, insurance companies, mutual funds, alternative investment funds, pension/provident funds and individuals, as the case may be or such other person/persons as the Board may decide so."

"**RESOLVED FURTHER THAT** the Board including any committee thereof for the time being, be and is hereby authorized to do all such acts, deeds and things as may be deemed necessary in respect of issue of Bonds/ Debentures including but not limited to number of issues/ tranches, face value, issue price, issue size, timing, amount, security, coupon/interest rate(s), yield, listing, allotment and other terms and conditions as they may, in their absolute discretion be necessary for giving effect to this Resolution."

//Certified True Copy//
For IKF Finance Limited

Chapalamadugu Sreenivasa Rao

Ch Sreenivasa Rao
Company Secretary
M.No. A14723

Place: Vijayawada
Date: 27.02.2026

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Ph: 91-40-69268899 | **CIN:U65992AP1991PLC012736**

ANNEXURE VII: DUE DILIGENCE CERTIFICATES

CATALYST
Believe in yourself... Trust us!

CL/25-26/24215 ***(Annexure IIA)***

DUE DILIGENCE CERTIFICATE AT THE TIME OF FILING OF LISTING APPLICATION BY THE ISSUER

[In reference to Chapter II, Clause 2.2.4 of SEBI Master Circular for Debenture Trustees dated August 13, 2025]

To,
The Manager,
BSE Limited
Phiroze Jeejeebhoy Towers
Dalal Street,
Mumbai- 400001.

Dear Sir / Madam,

SUB: Issue Of Up To 2,50,000 (Two Lakh 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 250,00,00,000/- (Indian Rupees Two Hundred and Fifty Crore Only) ("NCDs" or "Debentures") on a private placement basis by IKF Finance Limited.

We, the debenture trustee(s) to the above-mentioned forthcoming issue state as follows:

1) We have examined documents pertaining to the said issue and other such relevant documents, reports and certifications.

2) On the basis of such examination and of the discussions with the Issuer, its directors and other officers, other agencies and on independent verification of the various relevant documents, reports and certifications:

We confirm that:

a) The Issuer has made adequate provisions for and/or has taken steps to provide for adequate security for the debt securities to be issued and listed.

b) The Issuer has obtained the permissions / consents necessary for creating security on the said property(ies).

c) The Issuer has made all the relevant disclosures about the security and its continued obligations towards the holders of debt securities.

d) Issuer has adequately disclosed all consents/ permissions required for creation of further charge on assets in offer document / information memorandum and all disclosures made in the offer document / information memorandum with respect to creation of security are in confirmation with the clauses of debenture trustee agreement.

e) Issuer has given an undertaking that charge shall be created in favour of debenture trustee as per terms of issue before filing of listing application.

f) Issuer has disclosed all covenants proposed to be included in debenture trust deed (including any side letter, accelerated payment clause etc.), offer document / placement memorandum.

CATALYST TRUSTEESHIP LIMITED
Registered Office : GDA House, Plot No. 85, Bhusari Colony (Right), Paud Road, Pune - 411 038 Tel : +91 (20) 6680 7200
Delhi Office : 910-911, 9th Floor, Kailash Building, 26 Kasturba Gandhi Marg, New Delhi - 110 001 Tel : +91 (11) 4302 9101/02
Corporate Office : 901, 9th Floor, Tower-B, Peninsula Business Park, Senapati Bapat Marg, Lower Parel (W), Mumbai - 400013
Tel : +91 (22) 4922 0555 Fax : +91 (22) 4922 0505
CIN No. U74999PN1997PLC110262 Email : dt@ctltrustee.com Website : www.catalysttrustee.com
Pune | Mumbai | Bengaluru | Delhi | Chennai | GIFT City | Kolkata | Hyderabad

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

CATALYST

Believe in yourself... Trust us!

We have satisfied ourselves about the ability of the Issuer to service the debt securities.

Place: Mumbai
Date: March 05, 2026

For Catalyst Trusteeship Limited

Sharon Manuel Pereira
Digitally signed by Sharon Manuel Pereira
Date: 2026.03.05 16:20:07 +05'30'

Sharon Pereria
Senior Manager

CATALYST TRUSTEESHIP LIMITED

Registered Office : CDA House, Plot No. 85, Bhuseri Colony (Right), Paud Road, Pune - 411 038 Tel : +91 (20) 6680 7200
Delhi Office : 910-911, 9th Floor, Kailash Building, 26 Kasturba Gandhi Marg, New Delhi - 110 001 Tel : +91 (11) 4302 9101/02
Corporate Office : 901, 9th Floor, Tower-B, Peninsula Business Park, Senapati Bapat Marg, Lower Parel (W), Mumbai - 400013
Tel : +91 (22) 4922 0555 Fax : +91 (22) 4922 0505
CIN No. U74999PN1997PLC110262 Email : dt@ctltrustee.com Website : www.catalysttrustee.com

Pune | Mumbai | Bengaluru | Delhi | Chennai | GIFT City | Kolkata | Hyderabad

ANNEXURE VIII: CONSENT LETTER OF THE REGISTRAR AND TRANSFER AGENT

Bigshare Services Pvt. Ltd.

Dated 25.02.2026

To
The Managing Director
National Security Depository Services Limited
4th Floor, Trade World, A Wing
Kamala Mills Compound
Senapathi Bapat Marg
Lower Parel
Mumbai-400013

Dear Sir,

We hereby confirm that we have been appointed as R& T agent (Business Partner ID – IN200117 (BP ID) allocated by NSDL by M/s IKF Finance Limited – senior, secured, listed, rated, redeemable, transferable Non-convertible debentures of Rs 250 Cr.(Base Issue Rs 100 Cr and Green shoe option Rs 150 Cr)

Yours faithfully
For Bigshare Services Private Limited

S.D.Prabhakar
Deputy General Manager

CIN : U99999MH1994PTC076534

Branch Office: 306, Right Wing, 3rd Floor, Amrutha Ville, Opp. Yashoda Hospital, Somajiguda, Rajbhavan Road, Hyderabad - 500 082.
Registered Office: Office No.: S6-2, 6th Floor, Pinnacle Business Park, Mahakali Caves Rd, Andheri East, Mumbai – 400 093.
Tel.: +91 22 6263 8200 • **Fax** : +91 22 6263 8299 • **Email** : info@bigshareonline.com • **Website** : www.bigshareonline.com

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

ANNEXURE IX: IN-PRINCIPLE APPROVAL

(Attached Separately)

ANNEXURE X: LAST AUDITED FINANCIAL STATEMENTS

Please refer to Annexure I (*Last Audited Financial Statements*) of the General Information Document.

(the remainder of this page is intentionally left blank)

Related Party Transactions
(As on March 31, 2025)

As set out in the Financial Statements

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

ANNEXURE XI: DEBENTURE TRUSTEE AGREEMENT

(Attached Separately)

ANNEXURE XII: SPECIFIC DISCLOSURES REQUIRED FROM NBFC

Please refer to Annexure VIII (*Specific Disclosures Required from NBFC*) of the General Information Document.

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

ANNEXURE XIII: ALM STATEMENTS

Please refer to Annexure IX (*ALM STATEMENTS AS ON 31ST MARCH 2025*) of the General Information Document.

ANNEXURE XIV: CONSENT LETTER FROM THE MERCHANT BANKER

CREDORA PARTNERS
ALLIANCE OF TRUST

Date: 02nd March, 2026

To,
IKF FINANCE LIMITED
Add: 40-1-144, 3rd Floor, Corporate Centre, M.G. Road,
Vijaywada-520010, Andhra Pradesh,
CIN: U65992AP1991PLC012736

Subject: Consent to Act as Merchant Banker for the Issue of Non-Convertible Debentures under SEBI (Issue and Listing of Non-Convertible Securities) Regulations, 2021 of IKF Finance Limited ("the Company")

Dear Sir/Madam,

We, Credora Partners Private Limited, a SEBI-registered Category-I Merchant Bankers holding Registration Number INM000013411, hereby confirm our consent to act as the Merchant Banker for the proposed issue, by way of Private Placement basis of Non-Convertible Debentures ("NCDs") by the Company in accordance with the Securities and Exchange Board of India (Issue and Listing of Non-Convertible Securities) Regulations, 2021 (hereinafter referred to as the "Regulations").

We confirm that there are no disciplinary actions or proceedings pending against us which may affect our ability to act as the Merchant Banker for the proposed issue.

The scope of our services and the fee structure shall be as per the separate engagement letter signed between the issuer and us.

Please feel free to contact us for any further information or clarification.

Thanking you,

For Credora Partners Private Limited
(SEBI Registered Category -1 Merchant Banker)

For Credora Partners Private Limited
Director

Prashant Pratap Singh
Director
DIN: 07853258

6th Floor, B Wing, GSC Tower, Sector 30, Delhi-Jaipur Expressway, Gurugram – 122001 | compliance@credorapartners.com | credorapartners.com | 0124 4293471

ANNEXURE XV: DUE DILIGENCE CERTIFICATE FROM THE MERCHANT BANKER

CREDORA PARTNERS
ALLIANCE OF TRUST

Date: 05 March, 2026

To,
BSE Limited
P. J. Towers, Dalal Street,
Fort, Mumbai – 400 001

Dear Sir / Madam,

SUBJECT: ISSUE OF UP TO 2,50,000 (TWO LAKH FIFTY THOUSAND) SENIOR, SECURED, LISTED, RATED, TAXABLE, TRANSFERABLE, REDEEMABLE, NON-CONVERTIBLE DEBENTURES HAVING A FACE VALUE OF INR 10,000/- (INDIAN RUPEES TEN THOUSAND ONLY) EACH AGGREGATING UP TO INR 250,00,00,000/- (INDIAN RUPEES TWO HUNDRED AND FIFTY CRORE ONLY), COMPRISING OF-
(A) A BASE ISSUE OF UP TO 1,00,000 (ONE LAKH) 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 100,00,00,000/- (INDIAN RUPEES ONE HUNDRED CRORE ONLY); AND
(B) A GREEN SHOE OPTION OF UP TO 1,50,000 (ONE LAKH 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 150,00,00,000/- (INDIAN RUPEES ONE HUNDRED AND FIFTY CRORE ONLY) ("GREEN SHOE OPTION").

1. We confirm that neither the issuer nor its promoters or directors have been prohibited from accessing the capital market under any order or direction passed by the Board. We also confirm that none of the intermediaries named in the offer document have been debarred from functioning by any regulatory authority.

2. We confirm that all the material disclosures in respect of the issuer have been made in the offer document and certify that, as applicable, any material development in the issue or relating to the issue up to the commencement of listing and trading of the securities offered through this issue shall be informed through public notices/advertisements in all those newspapers in which pre-issue advertisement and advertisement for opening or closure of the issue have been given.- ***Noted for Compliance. However, being a private placement, no pre-issue advertisement and advertisement for opening or closure of the issue have been given.***

3. We confirm that the offer document contains all disclosures as specified in the Securities and Exchange Board of India (Issue and Listing of Non-Convertible Securities) Regulations, 2021.

4. We also confirm that all relevant provisions of the Companies Act, Securities Contracts (Regulation) Act, 1956, Securities and Exchange Board of India Act, 1992, and the Rules, Regulations, Guidelines, Circulars issued thereunder are complied with.

6th Floor, B Wing, GSC Tower, Sector 30, Delhi-Jaipur Expressway, Gurugram – 122001 | compliance@credorapartners.com | credorapartners.com | 0124 4293471

CREDORA PARTNERS
ALLIANCE OF TRUST

5. We confirm that all comments/complaints received on the draft offer document filed on the website of BSE (designated stock exchange) have been suitably addressed. ***Not Applicable since the issue being a private placement.***

For Credora Partners Private Limited
(SEBI Registered Category -1 Merchant Banker)

For Credora Partners Private Limited
Prashant

Prashant Pratap Singh Director
Director
DIN: 07853258
Date: 05.03.2026
Place: Gurugram

6th Floor, B Wing, GSC Tower, Sector 30, Delhi-Jaipur Expressway, Gurugram – 122001 | compliance@credorapartners.com | credorapartners.com | 0124 4293471

BSE
The Power of Vibrance

DCS/COMP/AS/IP-PPDI/232/25-26

March 02, 2026

IKF Finance Limited
40-1-144, 3rd Floor,
Corporate Centre,
M.G. Road,
Vijayawada - 520010

Dear Sir/Madam

Re: Private Placement for Issue of Senior, Subordinated, Unsubordinated, Unsecured, Secured, Listed, Rated, Redeemable, Non convertible debentures & commercial paper under GID Number: *01/2025-26* Dated February 27, 2026

We acknowledge receipt of your application on the online portal on February 27, 2026, seeking In-principle approval for issue of captioned security. In this regard, the Exchange is pleased to grant in-principle approval for listing of captioned security subject to fulfilling the following conditions at the time of seeking listing:

1. Filing of listing application.

2. Payment of fees as may be prescribed from time to time.

3. Compliance with SEBI (Issue and Listing of Non-Convertible Securities) Regulations, 2021 read with SEBI Circular No SEBI/HO/DDHS/P/CIR/2021/613 dated August 10, 2021 and circulars issued thereunder and also Compliance with provisions of Companies Act 2013.

4. Receipt of Statutory & other approvals & compliance of guidelines issued by the statutory authorities including SEBI, RBI, DCA etc. as may be applicable.

5. Compliance with change in the guidelines, regulations, directions, circulars of the Exchange, SEBI or any other statutory authorities, documentary requirements from time to time.

6. Compliance with below mentioned circular dated June 10, 2020 issued by BSE before opening of the issue to the investors.:
https://www.bseindia.com/markets/MarketInfo/DispNewNoticesCirculars.aspx?page=20200610-31

7. Issuers, for whom use of EBP is not mandatory, specific attention is drawn towards compliance with Chapter XV of SEBI Circular No SEBI/HO/DDHS/P/CIR/2021/613 dated August 10, 2021 and BSE Circular No 20210519-29 dated May 19, 2021. Accordingly, Issuers of privately placed debt securities in terms of SEBI (Issue and Listing of Non-Convertible Securities) Regulations, 2021 or ILDM Regulations for whom accessing the electronic book platform (EBP) is not mandatory shall upload details of the issue with any one of the EBPs within one working day of such issuance. The details can be uploaded using the following links Electronic Issuance - Bombay Stock Exchange Limited (bseindia.com).

8. It is advised that Face Value of NCDs issue through private placement basis should be kept as per Chapter V of SEBI Circular No SEBI/HO/DDHS/P/CIR/2021/613 dated August 10, 2021

9. ***Issuers are hereby advised to comply with signing of agreements with both the depositories as per Regulation 7 of SEBI (Issue and Listing of Non-Convertible Securities) Regulations, 2021 read with SEBI Circular No SEBI/HO/DDHS/P/CIR/2021/613 dated August 10, 2021.***

10. Company is further requested to comply with SEBI Circular SEBI/HO/DDHS/DDHS-RACPOD1/CIR/P/2023/56 dated April 13, 2023, (if applicable) read along with BSE Circular https://www.bseindia.com/markets/MarketInfo/DispNewNoticesCirculars.aspx?page=20230428-18 and ensure compliance of the same.

This In-Principle Approval is valid for a period of 1 year from the date of issue of this letter or period of 1 year from the date of opening of the first offer of debt securities under the General information Document, which ever applicable. The Exchange reserves its right to withdraw its in-principle approval at any later stage if the information submitted to the Exchange is found to be incomplete/ incorrect/misleading/false or for any contravention of Rules, Bye-laws and Regulations of the Exchange, SEBI (Issue and Listing of Non-Convertible Securities) Regulations, 2021 read with SEBI Circular No SEBI/HO/DDHS/P/CIR/2021/613 dated August 10, 2021 and circulars issued thereunder, SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015, Guidelines/Regulations issued by the statutory authorities etc. Further, it is subject to payment of all applicable charges levied by the Exchange for usage of any system, software or similar such facilities provided by BSE which the Company shall avail to process the application of securities for which approval is given vide this letter.

Yours faithfully,
For BSE Limited

Npoojari

Nitinkumar Pujari
Assistant Vice President

Akshay Arolkar
Manager

भारतीय गैर न्यायिक

भारत INDIA

रु. 500

FIVE HUNDRED RUPEES

पाँच सौ रुपये

Rs. 500

सत्यमेव जयते

INDIA NON JUDICIAL

தமிழ்நாடு तमिलनाडु TAMILNADU
IKF FINANCE LTD
CHENNAI

03 MAR 2026

AW 842384

R. RAGUPATHI
STAMP VENDOR, L/No. C3/4839/83
No. 37, VILLAGE ROAD, NOW KNOWN AS
No. 79/91, VALLUVARKOTTAM HIGH ROAD
NUNGAMBAKKAM, CHENNAI - 600 034
MOBILE: 9445114347

This stamp paper forms an integral part of the Debenture Trustee Agreement dated 03rd March, 2026 executed by and between IKF Finance Limited and Catalyst Trusteeship Limited, here at Chennai.

For Catalyst Trusteeship Limited

Authorised Signatory

For IKF FINANCE LIMITED

Authorised Signatory

भारतीय गैर न्यायिक

भारत INDIA

रु. 500 FIVE HUNDRED RUPEES

पाँच सौ रुपये Rs. 500

सत्यमेव जयते

INDIA NON JUDICIAL

தமிழ்நாடு तमिलनाडु TAMILNADU
IKF FINANCE LTD
CHENNAI

03 MAR 2026

AW 842385

R. RAGUPATHI
STAMP VENDOR, L/No. C3/4839/83
No. 37, VILLAGE ROAD, NOW KNOWN AS
No. 79/91, VALLUVARKOTTAM HIGH ROAD
NUNGAMBAKKAM, CHENNAI - 600 034
MOBILE: 9445114347

This stamp paper forms an integral part of the Debenture Trustee Agreement dated 03rd March 2026, executed by and between IKF Finance Limited and Catalyst Trusteeship Limited, here at Chennai.

For IKF FINANCE LIMITED

Authorised Signatory

For Catalyst Trusteeship Limited

Authorised Signatory

DEBENTURE TRUSTEE AGREEMENT

This debenture trustee agreement ("**Agreement**") is made at Chennai on March 03, 2026 by and between:

IKF FINANCE LIMITED, a company incorporated under the Companies Act, 1956 with CIN U65992AP1991PLC012736 and having its registered office at 40-1-144, 3rd FLOOR, CORPORATE CENTRE, M.G.ROAD, VIJAYAWADA AP 520010 IN (hereinafter referred to as the "**Company**", which expression shall, unless it be repugnant to the subject or context thereof, be deemed to mean and include its successors and permitted assigns) of the **FIRST PART**;

AND

CATALYST TRUSTEESHIP LIMITED, a company incorporated under the Companies Act, 1956 with CIN U74999PN1997PLC110262 and having its registered office at GDA House, First Floor, Plot No. 85 S. No. 94 & 95, Bhusari Colony (Right), Kothrud Pune, Maharashtra, India, 411038, acting through its corporate office at Unit No-901, 9th Floor,Tower-B, Peninsula Business Park, Senapati Bapat Marg, Lower Parel (W), Mumbai-400013 and its branch office at 910-911, 9th Floor, Kailash Building, 26, Kasturba Gandhi Marg, New Delhi –110001 (hereinafter called the "**Debenture Trustee**" which expression shall, unless it be repugnant to the subject or context thereof, be deemed to mean and include its successors and assigns) of the **SECOND PART**.

(The Company and the Debenture Trustee are hereinafter collectively referred to as the "**Parties**" and individually as a "**Party**")

BACKGROUND:

A. The Company, pursuant to the authority granted by the (a) resolution of the board of directors dated November 05, 2024, read with resolution of Management Committee of the board of directors of the Company dated February 20, 2026, under Section 42, Section 71, Section 179 and other applicable provisions of the Companies Act, 2013 and Rules made thereunder authorizing the issue of Debentures and (b) resolution of the shareholders of the Company dated September 30, 2025 proposes to issue up to 2,50,000 (Two Lakh 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 250,00,00,000/- (Indian Rupees Two Hundred and Fifty Crore Only) ("**NCDs**" or "**Debentures**"), comprising of:

   (a) a base issue of up to 1,00,000 (One Lakh) 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 100,00,00,000/- (Indian Rupees One Hundred Crore Only); and

   (b) a green shoe option of up to 1,50,000 (One Lakh 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 150,00,00,000/- (Indian Rupees One Hundred and Fifty Crore Only) ("**Green Shoe Option**"),

   at par on private placement basis in accordance with the provisions of the Companies Act, 2013, Securities Exchange Board of India (Debenture Trustees) Regulations, 1993 ("**Debenture Trustees Regulations**"), as amended from time to time.

B. The Debentures shall be listed on the wholesale debt market segment of the Bombay Stock Exchange in accordance with the NCS Listing Regulations, as amended from time to time and LODR Regulations as amended from time to time.

C. Pursuant to the Companies Act, 2013, the Company is required to appoint a debenture trustee for the benefit of the debenture holders and the debenture trustee shall act as per the provisions of the Debenture Trustees Regulations. Accordingly, the Company has approached CATALYST TRUSTEESHIP

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LIMITED to act as the debenture trustee on behalf of and for the benefit of the holders of the Debentures ("Debenture Holders") and CATALYST TRUSTEESHIP LIMITED has agreed to act as the debenture trustee for the benefit of Debenture Holders on the terms and conditions agreed upon and hereinafter set out. The Debenture Trustee is registered with the Securities Exchange Board of India ("SEBI") as debenture trustee under the Debenture Trustees Regulations.

D. The detailed terms and conditions in relation to the rights, duties and obligations of the Debenture Trustee and the terms and conditions of the Debentures, shall be more specifically set out in the debenture trust deed ("Deed") to be entered into by the Company and the Debenture Trustee.

E. The Parties have agreed to enter into this Agreement to record the terms of appointment of the Debenture Trustee.

NOW IT IS AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

OPERATIVE TERMS:

1. DEFINITIONS

Unless otherwise defined herein, capitalised terms defined and references construed in the Deed shall have the same meaning and construction when used in this Agreement. In this Agreement, the following terms have the following meanings:

"Debenture Holders" has the meaning ascribed to it in Recital C above;

"Deed" has the meaning ascribed to it in Recital C above;

"Debenture Trustees Regulations" has the meaning ascribed to it in Recital A above;

"Debentures" has the meaning ascribed to it in Recital A above;

"Hypothecated Assets" shall have the meaning provided to it in the Debenture Trust Deed;

"Information Utility" means the National E-Governance Services Limited (NeSL) or any other entity registered as an information utility under the Insolvency and Bankruptcy Board of India (Information Utilities) Regulations, 2017;

"LODR Regulations" shall mean SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015;

"Law" shall mean all applicable statutes, enactments or acts of any legislative body in India, laws, ordinances, rules, bye-laws, regulations, notifications, guidelines, policies, directions, directives and orders of any governmental or regulatory authority and any modifications or re-enactments thereof;

"Listed NCDs Master Circular" has the meaning ascribed to it in Recital B above;

"SEBI NCS Listing Regulations" has the meaning ascribed to it in Recital B above;

"Disclosure Document" has the meaning ascribed to it in Debenture Trust Deed;

"SEBI" has the meaning ascribed to it in Recital C above.

"SEBI Listed Debentures Circulars and Regulations" means, collectively, Master Circular for Debenture Trustees, the Listed NCDs Master Circular, SEBI NCS Listing Regulations and the LODR Regulations (to the extent applicable).

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"Master Circular for Debenture Trustees" shall mean "*Master Circular for Debenture Trustees*" issued vide circular no. SEBI/HO/DDHS-PoD-1/P/CIR/2025/117 dated August 13, 2025 and as amended from time to time;

2. APPOINTMENT OF TRUSTEE, ROLES AND RESPONSIBILITIES

a. The Company hereby appoints CATALYST TRUSTEESHIP LIMITED as the debenture trustee on behalf of and for the benefit of the Debenture Holders for the Debentures to be issued by the Company and the Debenture Trustee hereby agrees to act as debenture trustee for the benefit of the Debenture Holders.

b. The Company shall pay to the Debenture Trustee so long as they hold the office of the Debenture Trustee, remuneration for their services in accordance with the Consent Letter bearing ref no: CL/DEB/25-26/2657 dated February 19, 2026 in addition to all legal, traveling and other costs, charges and expenses which the Debenture Trustee or their officers, employees or agents may incur in relation to execution of the Deed.

c. The Company shall comply with, and furnish such information on a regular basis as is required under, the provisions of the Debenture Trustees Regulations, SEBI Listed Debentures Circulars and Regulations the Companies Act, 2013, and other applicable Laws.

d. The Company shall create first ranking exclusive charge over the Hypothecated Assets by entered into a Deed of Hypothecation prior to the Deemed Date of Allotment and in any case prior to listing of debentures.

e. The Company undertakes to promptly furnish all and any information as may be applicable and required by the Debenture Trustee from time to time in terms of the Act and the Deed on a regular basis.

f. This Agreement is entered into in compliance with the provisions of the Debenture Trustees Regulations, SEBI Listed Debentures Circulars and Regulations, the Companies Act, 2013, and other applicable Laws, and shall be effective on and from the date first hereinabove written and shall be in force till the monies in respect of the Debentures have been fully paid-off and the requisite formalities have been complied with.

g. The Company shall, pay on demand within a reasonable time not exceeding a period of 15 (fifteen) days, all actual costs and expenses (including legal fees) incurred by the Debenture Trustee in connection with the preparation, negotiation of or entry into this Agreement and/or any amendment of, supplement to or waiver in respect of this Agreement, against submission of the requisite supporting documents. Apart from the Debenture Trustee fees, the Company shall, from time to time, make payment to/ reimburse the Debenture Trustee in respect of all reasonable expenses and out-of-pocket costs incurred by the Debenture Trustee. The Company shall promptly pay, and in any event before any interest or penalty becomes payable, any stamp, documentary, registration or similar tax payable in connection with the entry into, registration, performance, enforcement or admissibility in evidence of this Agreement and/or any such amendment, supplement or waiver.

h. All other the rights and obligations of the Debenture Trustee including the terms of appointment of the Debenture Trustee shall be as set out in the Deed entered or to be entered into between the Company and the Debenture Trustee.

i. Further, the Company shall execute the Debenture Trust deed prior to making an application for listing of the Debentures in Form SH.12 specified under the Companies (Share Capital and Debentures) Rules, 2014 or as near thereto as possible in favour of the Debenture Trustees within a period of four days from the deemed date of allotment of the issue in terms of clause 18(5) of The Companies (Share Capital and Debentures) Rules, 2014.

If the Company fails to execute the Debenture Trust Deed within the period specified, without prejudice to any liability arising on account of violation of the provisions of the Companies Act, 2013, SEBI NCS Listing Regulations, the Company shall also pay interest of at least 2% (two percent) per annum or such

CHENNAI

Catalyst Trusteeship Limited

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other rate, as specified by the SEBI to the Debenture Holders, over and above the agreed coupon rate of the Debentures, till the execution of the Debenture Trust Deed.

The Company shall on or prior to the date of execution of Debenture Trust Deed, provide to the Debenture Trustee, the bank account details from which the Company proposes to make the payment of interest and redemption amount and other Outstanding Due. Further, the Company hereby undertakes that it shall preauthorize the Debenture Trustee to obtain information in respect of the payment of such redemption and interest payment from the relevant bank.

j. **Documents required to be submitted prior to or simultaneously with execution of this Agreement:**

Along with execution of this Agreement the Company shall provide requisite information and documents to the satisfaction of the Debenture Trustee for carrying out the requisite due diligence as required in terms of the relevant Laws including in connection with verification of the security / contractual comforts and the required asset cover for the Debentures, which is undertaken by the Company to be submitted simultaneously with or prior to the execution of this Agreement. The Company shall provide information and documents to the extent applicable as set out in *Annexure A* hereto.

k. Terms of carrying out due diligence:

i. The Debenture Trustee, either through itself or its agents /advisors/consultants, shall carry out requisite independent diligence to verify the status of encumbrance and valuation of the assets (if applicable) and whether all permissions or consents (if any) as may be required to create the security as stipulated in the Disclosure Document, SEBI Listed Debentures Circulars and Regulations and the relevant Laws, has been obtained. For the purpose of carrying out the due diligence as required in terms of the relevant 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 Company's assets inspected by its officers and/or external auditors / valuers / consultants / lawyers / technical expert /management consultants appointed by the Debenture Trustee. Prior to appointment of any agents /advisors/consultants, the Debenture Trustee shall obtain necessary confirmation from the said agents/ advisors/ consultants that they do not have any conflict-of-interest in conducting the diligence under the transaction;

ii. The Company shall ensure that it provides and help to procure all information, representations, confirmations and disclosures as may be required by the Debenture Trustee to carry out the requisite independent diligence in connection with the issuance and allotment of the Debentures, in accordance with the relevant Laws; and in order to ensure efficient recording of details regarding creation of security and monitoring of covenants via the system hosted by Depositories using the distributed ledger technology ("DLT"), various stakeholders, including Issuer and Debenture Trustee shall ensure that they are in compliance of Chapter III of the Master Circular for Debenture Trustees and various circulars issued in respect of the DLT system issued by SEBI from time to time;

iii. All costs, charges, fees and expenses that are associated with and incurred, towards legal or inspection costs, travelling and other costs, shall be solely borne by the Company.

iv. The Debenture Trustee agrees to keep confidential at all times during and after due diligence unto perpetuity, all information relating to the Company which it has acquired during the course of due diligence and shall ensure that the information is not disclosed to any third party except for the purpose of accomplishment of transactions contemplated under this Agreement. Further, the Debenture Trustee understands and agrees that a breach of this covenant shall cause irreparable damage to the Company and agrees to indemnify the Company to the extent of actual loss caused to the Company.

l. The Company shall pay to the Debenture Trustees so long as they hold the office of the Debenture Trustee, remuneration for their services as Debenture Trustee in addition to all legal, traveling and other costs, charges and expenses which the Debenture Trustee or their officers, employees or agents

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Catalyst Trusteeship Limited V.S.

may incur in relation to execution of the Debenture Trust Deed and all other documents executed/ to be executed to give effect to the creation of Security for securing the Debentures and such any other expenses like advertisement, notices, letters to debenture holders, and additional professional fees/expenses that would be incurred in case of default of payment. The remuneration of the Debenture Trustee shall be as decided mutually between both the parties.

m. Arrears of instalments of annual service charges, if any, and/ or delay in reimbursement of cost, charges and expenses shall carry interest at the rate of 16% (Sixteen percent) per annum or applicable interest rate under MSME Act, whichever is higher, from the date of bill till the date of actual payment which shall be payable on the footing of compound interest with quarterly rests.

n. The Company shall inter-alia furnish/shall have furnished to the Debenture Trustee the following documents: -

i. Memorandum and Articles of Association of the Company;

ii. Prospectus / Information Memorandum / Disclosure Document / Private Placement Memorandum;

iii. Statutory auditor certificate, on a quarterly basis giving the value of book debt and receivables, including compliance with the covenants of the offer document/.

iv. Tripartite Agreement between with the Registrar, the Company and the Depository;

v. Letters from Rating Agencies about ratings;

vi. A return of allotment filed with the registrar of companies (Form No-PAS 3);

vii. A complete record of private placement offers made by the Company (Form No-PAS 5)

viii. Necessary corporate authorisations including the board resolution and/or shareholder resolution for allotment of Debentures;

ix. Proof of Credit of Debentures;

x. Copy of last 3 (three) years' Audited Annual Reports;

xi. Copy of Latest Audited / Limited Review Half Yearly Consolidated (wherever available) and Standalone Financial Information (Profit & Loss statement, Balance Sheet and Cash Flow statement) and auditor qualifications, if any;

xii. Debenture Trust Deed;

xiii. This Agreement;

xiv. ROC Certificate;

xv. Security/ Transaction Documents;

xvi. Confirmation/Proofs of payment of interest and principal made to the Debenture Holders on due dates;

xvii. Statutory Auditors' Certificate for utilization of funds/issue proceeds from the Debentures;

xviii. Statutory auditor on maintenance of stipulated Security Cover, including compliance with the covenants of the Debenture Trust Deed as required under the LODR Regulations in respect of the Debentures/ valuation report for the movable assets (as applicable), in each instance,

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Catalyst Trusteeship Limited

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within such timelines as may be prescribed by the SEBI from time to time;

xix. Beneficiary Position Reports;

xx. Details of the depository with whom the Debentures are held in dematerialised form;

xxi. Such other documents as may be reasonably required by the Debenture Trustee;

xxii. CHG 9 or any modification made thereunder;

xxiii. Details of the recovery expenses fund created by the Company in terms of the Regulation 15 (1) (h) of the Debenture Trustees Regulation and Master Circular for Debenture Trustees as modified from time to time;

xxiv. Information to be submitted to the Stock Exchanges as required by the SEBI Listed Debentures Circulars and Regulations as amended from time to time, within the timelines as mentioned in the application regulation;

xxv. In principle approval for listing of NCDs from Stock Exchange;

xxvi. Acknowledgement of filing the Disclosure Document with the Stock Exchange(s);

xxvii. Trading permission from the Stock Exchange; and

xxviii. Such other documents as may be reasonably required by the Debenture Trustee.

o. Information Accuracy and Storage:

i. The Company declares that the information and data furnished by the Company to the Debenture Trustee is true and correct;

ii. The Company confirms that the requisite disclosures made in the Disclosure Documents are true and correct;

iii. The Company undertakes and acknowledges that the Debenture Trustee and any other authorised agency may use, process the information and data disclosed to the Debenture Trustee in the manner as deemed fit by them in relation to the purpose of the due diligence to be undertaken in relation to the issuance of the Debentures.

iv. All disclosures made in the Disclosure Documents with respect to creation of Security are in confirmation with the clauses of this Agreement; and

p. The Company agrees and confirms that the purpose of the issue is not for providing loan to or acquisitions of shares of any person who is a part of the same group or who is under the same management.

q. The Company confirms that all necessary disclosures will be made in the Disclosure Document including but not limited to statutory and other regulatory disclosures.

r. The Debenture Trustees, "ipso facto" do not have the obligations of a borrower or a Principal Debtor or a Guarantor as to the monies paid/invested by investors for the debentures/Bonds.

s. The Company hereby declares and confirms that it has given an undertaking in the offer document that the assets on which the charge is created is free from encumbrances.

t. The Company hereby declares and confirms that the Company or the person in control of the Company, or its promoter has not been restrained or prohibited or debarred by the Securities Exchange Board of india ("SEBI") from accessing the securities market or dealing in securities. The Company hereby further

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declares and confirms that, as on the date of this Agreement, and the date of filing the Disclosure Document, it is an 'eligible issuer' in accordance with Regulation 5 (1) of the SEBI NCS Listing Regulations.

u. The Company hereby agrees and undertakes to comply with the extant stamp duty regulations.

v. All other the rights and obligations of the Debenture Trustee including the terms of appointment of the Debenture Trustee shall be as set out in the Deed entered or to be entered into between the Company and the Debenture Trustee.

w. The Company shall provide all assistance to the Debenture Trustee, as may be required by it, to carry out the necessary due diligence. In this regard, in accordance with the Master Circular for Debenture Trustees and such other relevant circulars as may be issued or amended by SEBI with respect to Listed non-convertible debentures issuances.

h. Indemnity

The Company shall, commencing from the Deemed Date of Allotment until the Final Settlement Date, within 10 (ten) days of demand, indemnify the Debenture Holders and Debenture Trustee from time to time, against any and all losses, liabilities, obligations, damages, judgments, costs, expenses (including, without limitation, advisors' fees), claims, fines, penalties, proceedings, actions or demands, of any kind or nature incurred by the Debenture Trustee/Debenture Holders as a result of:

a) occurrence of any Event of Default; or
b) any demand for any stamp duty, registration fee or any other duty, fee, costs, or imports received from any Governmental Authority in relation to the transactions contemplated under the Transaction Documents (including without limitation, any demand from stamp duty arising because any Transaction Document has been taken or has been received (whether by way of facsimile, photocopy or electronic record) in any state other than the state in which it has been executed as a result of any act on part of the Company; and
c) a failure by the Company to pay any amount due under any Transaction Document on its due date.

i. No change or modification of this Agreement shall be valid unless the same shall be in writing and signed by the Parties hereto, provided however that the Debenture Trustee shall not agree to any amendment to this Agreement which is likely to adversely affect the rights of the Debenture Holders, without the consent of the Debenture Holders in the manner as stipulated under the Debenture Trust Deed.

x. The Company further confirms that:

i. All covenants proposed to be included in the Debenture Trust Deed (including any side letter, accelerated payment clause, fees charged by the debenture trustee, etc.) and the Deed of Amendment are disclosed in Disclosure Document; and

ii. Arrears of instalments of annual service charges, if any, and/ or delay in reimbursement of cost, charges and expenses shall carry interest at the rate of 16% (Sixteen percent) per annum or applicable interest rate under MSME Act, whichever is higher, from the date of bill till the date of actual payment which shall be payable on the footing of compound interest with quarterly rests;

iii. Terms and conditions of this Agreement including fees charged by the Debenture Trustee and process of due diligence carried out by Debenture Trustee shall be disclosed under the Disclosure Documents;

iv. The Debenture Trustee shall make the required filings to the Central Registry of Securitization Asset Reconstruction and Security Interest of India ("CERSAI") within the time period prescribed under applicable Law. The Company will provide all information and assistance that the

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V.1.

Debenture Trustee may require in relation to any filings to be made with the CERSAI to enable the Debenture Trustee to make the required filings to the CERSAI within the time period prescribed under relevant Laws; and

v. The Company shall, to the extent applicable and required under relevant Laws, ensure and procure the completion of all relevant filings required to be made with any Information Utility in accordance with the (Indian) Insolvency and Bankruptcy Code, 2016 and any other rules and regulations made thereunder from time to time.

3. MISCELLANEOUS

3.1 Governing Law

This Agreement and the rights and obligations of the Parties hereunder shall be governed by and construed as per laws in India, without reference to its conflict of law principles.

3.2 Jurisdiction

a. The Company agrees that the courts and tribunals at Location of Dispute Resolution being Chennai shall have exclusive jurisdiction to settle any disputes which may arise out of or in connection with this Agreement and that accordingly any suit, action or proceedings (together referred to as "Proceedings") arising out of or in connection with this Agreement may be brought in such courts or the tribunals and the Company irrevocably submits to and accepts for itself and in respect of its property, generally and unconditionally, the jurisdiction of those courts or tribunals.

b. The Company irrevocably waives any objection now or in future, to the laying of the venue of any Proceedings in the courts and tribunals at Location of Dispute Resolution and any claim that any such Proceedings have been brought in an inconvenient forum and further irrevocably agrees that a judgment in any Proceedings brought in the courts and tribunals at Location of Dispute Resolution shall be conclusive and binding upon them and may be enforced in the courts of any other jurisdiction, (subject to the laws of such jurisdiction) by a suit upon such judgment, a certified copy of which shall be conclusive evidence of such judgment, or in any other manner provided by law.

c. Nothing contained in this Clause 3, shall limit any right of the Debenture Trustee to take Proceedings in any other court or tribunal of competent jurisdiction, nor shall the taking of Proceedings in one or more jurisdictions preclude the taking of Proceedings in any other jurisdiction whether concurrently or not and the Company irrevocably submits to and accepts for itself and in respect of its property, generally and unconditionally, the jurisdiction of such court or tribunal, and the Company irrevocably waives any objection it may have now or in the future to the laying of the venue of any Proceedings and any claim that any such Proceedings have been brought in an inconvenient forum.

d. The Company hereby consents generally in respect of any Proceedings arising out of or in connection with the Agreement to the giving of any relief or the issue of any process in connection with such Proceedings including, without limitation, the making, enforcement or execution against any property whatsoever (irrespective of its use or intended use) of any order or judgment which may be made or given in such Proceedings.

e. To the extent that the Company may in any jurisdiction claim for itself or its Assets immunity from suit, execution, attachment (whether in aid of execution, before judgment or otherwise) or other legal process and to the extent that in any such jurisdiction there may be attributed to itself or its Assets such immunity (whether or not claimed), the Company hereby irrevocably agrees not to claim and hereby irrevocably waives such immunity. Company irrevocably agrees that, should any party take any proceedings anywhere, no immunity from those proceedings, from attachment of their assets or from execution of judgment shall be claimed by them or with respect to their assets. The Company irrevocably agrees that it and its assets are, and shall be, subject to such

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V.S.

proceedings, attachment.

f. Without prejudice to the foregoing, Parties agree that all claims, differences or disputes between the Debenture Trustee and the Company arising out of or in relation to the activities of the Debenture Trustee in the securities market shall be settled by online arbitration conducted in accordance with the SEBI Circular dated July 31, 2023 (bearing reference no. SEBI/HO/OIAE/OIAE_IAD-1/P/CIR/2023/131), as may be further updated, amended, modified or replaced from time to time ("ODR Circular"). All such proceedings shall be in the English language. The seat of arbitration shall be determined in accordance with the ODR Circular. The online arbitration shall be governed by the provisions of the Arbitration and Conciliation Act, 1996 (as amended from time to time) read with the ODR Circular. No loss or damage or expenses incurred by the Debenture Trustee or the Company shall be met out of the trust property.

g. Save and except for the disputes, differences between the Company and the Debenture Trustee arising out of or in connection with the activities of the Debenture Trustee in the securities market as provided in Clause 3.2 (f) above, the courts and tribunals at the Location of Dispute Resolution shall have exclusive jurisdiction to settle any dispute arising out of or in connection with the Transaction Documents (including a dispute regarding the existence, validity or termination of this Agreement) and the Debentures, and that accordingly any suit, action or proceedings arising out of or in connection with the Transaction Documents and/or the Debentures may be brought in such courts and tribunals.

3.3 Counterparts

This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

3.4 Effective Date

This Agreement shall be effective on and from the date first hereinabove written and shall be in force till all outstanding amounts in respect of the Debentures have been fully paid to the Debenture Holders.

[*Intentionally left blank; signature page follows*]

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<u>*Annexure A*</u>

1. **Information/ documents to be provided by the Issuer Company, prior to entering into the Agreement, to the extent applicable:**

Sr. No.	Information/ Documents
i.	Details of information in relation to the assets on which charge is proposed to be created including: (a) Details of receivables forming part of Hypothecated Assets; (b) Copy of evidence of registration Registrar of Companies.
ii.	An undertaking confirming that all the information provided to the Trustee are true and correct and the trustee may in good faith rely upon and shall not be liable for acting or refraining from acting upon such information furnished to it under this Agreement.
iii.	Any other information, documents or records required by Debenture Trustee with regard to creation of security and perfection of security.

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SIGNATURE PAGE

IN WITNESS WHEREOF the Debenture Trustee and the Company have caused these presents and the duplicate thereof to be executed by their authorised official on the day, month and year first above written as hereinbefore appearing.

SIGNED AND DELIVERED BY
IKF FINANCE LIMITED
the within named Company
by the hand of its authorized official

For IKF FINANCE LIMITED

S.MUGUNDHA RAJ

Authorised Signatory

SIGNED AND DELIVERED BY
CATALYST TRUSTEESHIP LIMITED the
within named Debenture Trustee
by the hand of its authorized official

V.S. AMARNATH.

For **Catalyst Trusteeship Limited**

Amarnath V.S.

Authorised Signatory