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

fSerial no.: 01

Date: June 24, 2026

KEY INFORMATION DOCUMENT
(FOR PRIVATE PLACEMENT)

by

VIVRITI CAPITAL LIMITED

(formerly known as Hari and Company Investments Madras Limited, and
Hari and Company Investments Madras Private Limited)

A public limited company incorporated under the Companies Act, 1956

Corporate Identification Number (CIN): U65991TN1989PLC017066 **Permanent Account Number (PAN):** AAACH2305J **Date of Incorporation:** March 17, 1989 **Place of Incorporation:** Chennai, India **Registration/identification number issued by the relevant regulator:** N-07.00076 for NBFC business by Reserve Bank of India	**Website:** https://www.vivriticapital.com/ **Registered Office:** Prestige Zackria Metropolitan No. 200/1-8, 8th Floor, Block -1, Annasalai, Chennai – 600 002 **Corporate Office:** Prestige Zackria Metropolitan No. 200/1-8, 8th Floor, Block -1, Annasalai, Chennai – 600 002 **Telephone No.:** (+91 44) 4007 4800 **Email:** contact@vivriticapital.com

Key information document for issue of Debentures on a private placement basis under Schedule I of Securities and Exchange Board of India (Issue and Listing of Non-Convertible Securities) Regulations, 2021 as amended from time to time in relation to the issue ("Issue") of (a) 1,00,000 (one lakh) Series A rated, listed, senior, secured, redeemable, taxable, non-convertible debentures denominated in Indian Rupees ("INR"), each having a face value of INR 10,000 (Indian Rupees Ten Thousand) and an aggregate nominal value of INR 100,00,00,000 (Indian Rupees One Hundred Crore) ("Series A Debentures"), and (b) 1,00,000 (one lakh) Series B rated, listed, senior, secured, redeemable, taxable, non-convertible debentures denominated in Indian Rupees, each having a face value of INR 10,000 (Indian Rupees Ten Thousand) and an aggregate nominal value of INR 100,00,00,000 (Indian Rupees One Hundred Crore) ("Series B Debentures"), and Series A Debentures and Series B Debentures are collectively referred to as "Debentures" or "NCDs"), each on a private placement basis. Certain details of the Debentures are as follows:

(a) **Rating**: The Debentures are rated as "ICRA A+ / Stable" by ICRA Limited pursuant to the letter dated June 19, 2026, and the rating rationale dated June 23, 2026. Please refer to **Annexure I** below for the rating letter, rating report and press release. No other credit ratings have been obtained for the purposes of this Issue.

(b) **Listing**: The Debentures are proposed to be listed on the Wholesale Debt Market (WDM) of BSE Limited within the time period prescribed under the SEBI Listing Timelines Requirements (as defined below).

(c) **Eligible Investors**: Please refer Section 9.7 below.

(d) **Coupon related details**: The coupon rate for the Series A Debentures is 9.70% (nine decimal seven zero percent) per annum payable monthly (fixed), for the Series B Debentures is at 9.90% (nine decimal nine zero percent) per annum payable monthly (fixed). Please refer Section 8.1 below for details about coupon/dividend rate, coupon/dividend payment frequency, redemption date, redemption amount to the extent applicable.

(e) **Underwriting**: Not Applicable.

Details of Electronic Book Mechanism: Please refer Section 9 below.

ISSUE SCHEDULE

Issue Opening Date	Issue Closing Date	Date of earliest closing of the issue, if any	Deemed Date of Allotment
June 30, 2026	June 30, 2026	N.A.	July 1, 2026

KEY OFFICERS OF THE ISSUER

Compliance Officer and Company Secretary	Chief Financial Officer	Promoters	
Umesh Navani Telephone: (+91 44) 4007 4800 Email: contact@vivriticapital.com	Srinivasaraghavan B Telephone: (+91 44) 4007 4800 Email: contact@vivriticapital.com	1. Vivriti Next Limited (*formerly known as Vivriti Next Private Limited*) Telephone: (+91 44) 4007 4800 Email: compliance@vivritinext.com	2. Vineet Sukumar Telephone: (+91 44) 4007 4800 Email: contact@vivriticapital.com

DETAILS OF STAKEHOLDERS

Merchant Banker	Debenture Trustee
SKI Capital Services Limited **Address:** 718, Dr. Joshi Road, Karol Bagh, New Delhi – 110005 **Telephone No:** +91-011-41189899 | **Fax:** NA **Website:** https://www.skicapital.net **Contact person:** Mr. Manick Wadhwa/ Mr. Vivek Rana **E-mail:** dcm@skicapital.com	**Beacon Trusteeship Limited** **Address**: 5W, 5th Floor, The Metropolitan, Bandra Kurla Complex, Bandra (East), Mumbai – 400051 **Tel**: 022 – 46060278 | **Fax**: N.A. **Website:** www.beacontrustee.co.in **Contact person:** Mr. Kaustubh Kulkarni | **E-mail:** compliance@beacontrustee.co.in

Registrar and Transfer Agent	Credit Rating Agencies	Statutory Auditors
Integrated Registry Management Services Private Limited **Address**: 2nd Floor, "Kences Towers", No. 1 Ramakrishna Street, North Usman Road, T. Nagar, Chennai – 600 017 **Tel:** 044 - 28140801-03 | **Fax:** 044 – 28142479 **Contact Person**: Mr S. Yuvraj **Email:** yuvraj@integratedindia.in **Website:** www.integratedregistry.in	**ICRA Limited** **Address**: Building No. 8, 2nd Floor, Tower A, DLF Cyber City, Phase II, Gurgaon 122 002, India **Tel**: +91 124 4050424 **Contact Person**: L. Shivakumar **Email**: shivakumar@icraindia.com **Website**: www.icra.in	LDS & Co., Chartered Accountants **Address:** No. 18/600, Near Tali Ganapathy Temple, Palayam, Kozhikode –673002 **Contact Person:** Surya Narayanan AR **Email:** Surya@Ldsandco.in

BACKGROUND

This Key Information Document (as defined below) is related to the Debentures to be issued by **Vivriti Capital Limited** *(formerly known as Hari and Company Investments Madras Limited, and Hari and Company Investments Madras Private Limited)* (the "**Issuer**" or "**Company**") on a private placement basis and contains information and disclosures supplemental to those set out in the General Information Document (as defined below), as are required for the purpose of issuing of the Debentures. The issue of the Debentures described under this Key Information Document has been authorised by the Issuer through the special resolutions, each dated December 23, 2025, of the shareholders of the Issuer pursuant to Section 180(1)(c) and Section 180(1)(a) of the Companies Act, 2013, the resolutions dated December 22, 2025, of the Board of Directors of the Issuer read with the resolution dated June 19, 2026 of the borrowing committee of the board of directors, and the memorandum of association and articles of association of the Issuer.

Pursuant to the special resolution dated December 23, 2025 of the shareholders of the Issuer under Section 180(1)(c) of the Companies Act, 2013 read with the board resolution dated December 22, 2025, the Issuer has been authorised to raise funds through issuance of Debt Securities upon such terms and conditions as the Board / Committee may think fit for aggregate amounts not exceeding INR 5,500 Crore (Indian Rupees Five Thousand and Five Hundred Crore). The present issue of Debentures in terms of this Key Information Document is within the overall powers of the Board as per the above shareholder resolution(s).

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 Key Information Document as a whole or any of such information or the expression of any such opinions or intentions misleading.

DISCLAIMER

- This Key Information Document contains no unsubstantiated forward-looking statements. To the extent there are any unsubstantiated forward-looking statements under this Key Information Document, such statements shall be considered to be null and void.

- This Key Information Document does not include any statement purporting to be made by an expert other than if the expert is a person who is not, and has not been, engaged or interested in the formation or promotion or management, of the Issuer and has given their written consent to this issue of this Key Information Document and has not withdrawn such consent before the delivery of a copy of this Key Information Document to the Registrar (as applicable) for registration.

- This Key Information Document governs the issuance of Debentures and CPs issued by the Issuer during the validity period of this Key Information Document, and all disclosures and any provisions in respect of Schedule I of the Debt Listing Regulations incorporated in this Key Information Document in respect of the Debentures shall, to the extent applicable, *mutatis mutandis* apply to CPs as well. It is hereby clarified that:

  (a) the provisions/disclosures set out in Section 7, Section 8, Section 9, and Annexure II have been specifically provided in respect of the issuance of Debentures, and shall not apply to CPs; and

  (b) the provisions/disclosures set out in Section 6A have been specifically provided in respect of the issuance of CPs, and shall not apply to Debentures.

- The provisions of this Key Information Document apply to each issuance of a tranche/series of Debentures and CPs issued pursuant to this Key Information Document during the validity period of this Key Information Document and the Key Information Document for the relevant issuance of Debentures/CPs, and all references and provisions set out below shall be construed and interpreted accordingly.

- This issuances undertaken pursuant to this Key Information Document does not form part of non-equity regulatory capital for the purposes of Chapter V of Securities and Exchange Board of India (Issue and Listing of Non-Convertible Securities) Regulations, 2021 and Chapter XIII (*Issuance, Listing and Trading Non-Equity Regulatory Capital*) of the master circular issued by SEBI bearing the reference number

SEBI/HO/DDHS/PoD1/P/CIR/2024/54 dated May 22, 2024 on "*Master Circular for issue and listing of Non-convertible Securities, Securitised Debt Instruments, Security Receipts, Municipal Debt Securities and Commercial Paper*". The face value of each debt security issued pursuant to this Key Information Document shall be in compliance with the requirements set forth in circulars issued by SEBI from time to time.

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SECTION 1: DEFINITIONS AND ABBREVIATIONS

Capitalised terms used herein and not defined shall have the meanings given to them in the respective Transaction Documents. Unless the context otherwise indicates or requires, the following terms shall have the meanings given below in this General Information Document.

S. NO.	TERM	DEFINITION
1.	Act/Companies Act	means the Companies Act, 2013, and shall include any re-enactment, amendment or modification of the Companies Act, 2013, as in effect from time to time.
2.	Allot/Allotment/Allotted	means the allotment of the Debentures pursuant to this Issue.
3.	Applicable Accounting Standards	means the generally accepted accounting principles, standards and practices in India or any other prevailing accounting standard in India as may be applicable, and includes the Indian Accounting Standards (IND-AS).
4.	Applicable Law	means 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 Authority and any modifications or re-enactments thereof.
5.	Applicant	means a person who has submitted a completed Application Form to the Issuer, and "Applicants" shall be construed accordingly.
6.	Application Form	means the application form to apply for subscription to the Debentures, which is in the form annexed to this Key Information Document and marked as Annexure III of this KID.
7.	Application Money	means the subscription amounts paid by the Applicant at the time of submitting the Application Form.
8.	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.
9.	Beneficial Owners	means the holders of the Debentures in dematerialised form whose names are recorded as such with the Depository(ies) in the Register of Beneficial Owners, and "Beneficial Owner" shall be construed accordingly.
10.	Board / Board of Directors	means the board of directors of the Issuer.
11.	BSE	means BSE Limited.
12.	Business Day	means: (a) subject to (b) and (c) below, any day on which commercial banks in Mumbai, India and Chennai, India are open for business; (b) for the period commencing on the Issue Opening Date until the Issue Closing Date, any day (other than a Saturday, Sunday or a public holiday under Section 25 of the Negotiable Instruments Act, 1881), on which commercial banks in Mumbai, India and Chennai, India are open for business; and (c) for the period commencing on the Issue Closing Date until the listing

S. NO.	TERM	DEFINITION
		of the Debentures, any trading day of BSE, other than a Saturday, Sunday or a bank holiday, as specified by SEBI, and "Business Days" shall be construed accordingly.
13.	Capital Adequacy Ratio	means the capital adequacy ratio determined in accordance with the NBFC Directions.
14.	CDSL	means Central Depository Services (India) Limited.
15.	CERSAI	means the Central Registry of Securitisation Asset Reconstruction and Security Interest of India.
16.	Client Loan	means each loan disbursed by the Issuer as a lender, and "Client Loans" shall be construed accordingly.
17.	Company Rating	means the rating of the Issuer as of the Effective Date, being "A+".
18.	Company/Issuer/Vivriti Capital/VCL	Vivriti Capital Limited *(formerly known as Hari and Company Investments Madras Limited, and Hari and Company Investments Madras Private Limited)*
19.	Conditions Precedent	means the conditions precedent set out in Section 8.1 (*Summary Terms*) of this Key Information Document.
20.	Conditions Subsequent	means the conditions subsequent set out in Section 8.1 (*Summary Terms*) of this Key Information Document.
21.	Constitutional 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.
22.	Debentures/NCDs	means the Series A Debentures, the Series B Debentures, and/or any one or more of them, as the context may require.
23.	Debenture Holders / Investors	means the Series A Debenture Holders, the Series B Debenture Holders, and/or any one or more of them, as the context may require, and "Debenture Holder" or "Investor" shall be construed accordingly.
24.	Debenture Trust Deed/DTD	means the debenture trust deed executed / to be executed by and between the Debenture Trustee and the Issuer *inter alia* setting 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.
25.	Debenture Trustee	means Beacon Trusteeship Limited.
26.	Debenture Trustee Agreement	means the debenture trustee 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 Debentures.
27.	Debenture Trustees Regulations/ SEBI Debenture Trustees Regulations	means the Securities and Exchange Board of India (Debenture Trustees) Regulations, 1993, as amended, modified, supplemented or restated from time to time.

S. NO.	TERM	DEFINITION
28.	Debt Disclosure Documents	means, collectively, the PPOA, the General Information Document, and this Key Information Document, and "Debt Disclosure Document" means any one of them.
29.	Debt Listing Regulations/ SEBI Debt Listing Regulations	means the Securities and Exchange Board of India (Issue and Listing of Non-Convertible Securities) Regulations, 2021, as amended, modified, supplemented or restated from time to time.
30.	Deed of Hypothecation	has the meaning given to it in the Section 8.1 (*Summary Terms*).
31.	Deemed Date of Allotment	for each of the Series A Debentures and Series B Debentures, means July 1, 2026.
32.	Demat	means dematerialized securities which are securities that are in electronic form, and not in physical form, with the entries noted by the Depository.
33.	Depositories Act	means the Depositories Act, 1996, as amended from time to time.
34.	Depositories	means the depositories with which the Issuer has made arrangements for dematerialising the Debentures, being NSDL and CDSL, and "Depository" means any one of them.
35.	Depository Participant / DP	means a depository participant as defined under the Depositories Act.
36.	Director(s)	means the director(s) of the Issuer.
37.	DP ID	means Depository Participant Identification Number.
38.	DRR	means the Debenture Redemption Reserve.
39.	Due Dates	means the dates on which any interest, any Outstanding Principal Amounts, any additional interest, any liquidated damages, any premature redemption amount and/or any other amounts payable are due and payable, including without limitation, the Interest Payment Dates, the Final Redemption Date, or any other date on which any payment is to be made by the Issuer under the transaction documents, and "Due Date" shall be construed accordingly.
40.	EBP Platform	has the meaning given to it under the EBP Requirements.
41.	EBP/Electronic Book Provider	has the meaning given to it under the EBP Requirements.
42.	Effective Date	means the date of execution of the DTD.
43.	EFT	means Electronic Fund Transfer
44.	Eligible Investors	has the meaning given to it in Section 9.7.
45.	Equity/Net Worth	means all equity shares issued by the Issuer, all compulsorily convertible instruments and preference shares issued by the Issuer, and the reserves and surplus of the Issuer.
46.	Early Redemption Event(s)	means the occurrence of any one or more of the following events: (a) any downgrade in the rating of the Debentures to "A-" or below "A-

S. NO.	TERM	DEFINITION
		" by the Rating Agency; (b) any breach of any of the financial covenants set out under Section 8.2.2 (*Financial Covenants*) which breach, if capable of remedy (as determined by the Debenture Trustee (acting on the instructions of the Debenture Holders)), is not remedied or cured to the satisfaction of the Debenture Trustee within a period of 30 (thirty) calendar days from the date of occurrence; (c) any breach of any of the reporting covenants set out under Section 8.2.3 (*Reporting Covenants*) which breach, if capable of remedy (as determined by the Debenture Trustee (acting on the instructions of the Debenture Holders)), is not remedied or cured to the satisfaction of the Debenture Trustee within a period of 30 (thirty) calendar days from the date of occurrence; (d) any breach of any of the affirmative covenants set out under Section 8.2.4 (*Affirmative Covenants*) which breach, if capable of remedy (as determined by the Debenture Trustee (acting on the instructions of the Debenture Holders)), is not remedied or cured to the satisfaction of the Debenture Trustee within a period of 30 (thirty) calendar days from the date of occurrence; and/or (e) any breach of any of the negative covenants set out under Section 8.2.5 (*Negative Covenants*) which breach, if capable of remedy (as determined by the Debenture Trustee (acting on the instructions of the Debenture Holders)), is not remedied or cured to the satisfaction of the Debenture Trustee within a period of 30 (thirty) calendar days from the date of occurrence.
47.	Events of Default	means the events set out in Section 8.2.6.2 (*Events of Default*), and "Event of Default" shall be construed accordingly.
48.	Final Redemption Dates	means, collectively, the Series A Final Redemption Date and Series B Final Redemption Date and "Final Redemption Date" shall be construed accordingly.
49.	Final Settlement Date	means the date on which all Secured Obligations have been irrevocably discharged in full to the satisfaction of the Debenture Holders, and all the Debentures have been redeemed by the Issuer in full in accordance with the terms of the transaction documents and the Debenture Holders have provided a written confirmation of the same to the Issuer (with a copy marked to the Debenture Trustee).
50.	Financial Indebtedness	means any indebtedness for or in respect of: (a) moneys borrowed (including against the payment of interest); (b) any amount raised by acceptance under any acceptance credit, bill acceptance facility or dematerialised equivalent; (c) any amount raised pursuant to any note purchase facility or the issue of bonds, notes, loan stock or any similar instrument; (d) the amount of any liability in respect of any lease or hire purchase contract which would, in accordance with the Applicable

S. NO.	TERM	DEFINITION
		Accounting Standards, be treated as a finance or capital lease; (e) receivables sold or discounted (other than any receivables to the extent they are sold on a non-recourse basis); (f) any amount raised under any other transaction (including any forward sale or purchase agreement) having the commercial effect of a borrowing; (g) 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); (h) 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; and (i) the amount of any liability in respect of any guarantee for any of the items referred to in paragraphs (a) to (h) above.
51.	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.
52.	General Information Document/GID	means the general information document dated June 19, 2026, issued by the Issuer for subscription to non-convertible securities to be issued by the Issuer (including the Debentures) on a private placement basis in accordance with the Debt Listing Regulations.
53.	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 organisation, established under any Applicable Law, and "Governmental Authorities" shall be construed accordingly.
54.	Gross Loan Portfolio	means the outstanding principal amounts of all Client Loans originated by the Issuer on its own books.
55.	Half Yearly Period	means, as the context requires: (a) the period commencing on April 1 and expiring on September 30 (each in the same calendar year); and/or (b) the period commencing on October 1 in a calendar year and expiring on March 31 of the subsequent calendar year.
56.	Hypothecated Assets	has the meaning given to it in the Section 8.1 (*Summary Terms*).
57.	IBC	means the (Indian) Insolvency and Bankruptcy Code, 2016 and the rules and regulations framed thereunder, as may be amended, modified and supplemented from time to time.
58.	ICCL	means the Indian Clearing Corporation Limited.

S. NO.	TERM	DEFINITION
59.	INR/Rs.	means Indian Rupees.
60.	Interest Payment Dates	means, collectively, the Series A Interest Payment Dates and Series B Interest Payment Dates and "Interest Payment Date" shall be construed accordingly. The interest payment dates are set out in **Annexure IV** below.
61.	Interest Rate	means, the Series A Interest Rate and Series B Interest Rate or any one or all of them, as the context may require
62.	ISIN	means International Securities Identification Number.
63.	Issue	means this issue of the Debentures.
64.	Issue Closing Date	means June 30, 2026.
65.	Issue Opening Date	means June 30, 2026.
66.	Key Information Document/KID	means this key information document which sets out the terms and conditions for the issue and offer of the Debentures by the Issuer on a private placement basis and contains the relevant information in this respect.
67.	Listed NCDs Master Circular	means the master circular issued by SEBI bearing 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.
68.	Listing Period	has the meaning given to it in Section 8.1 (*Summary Terms*).
69.	LODR Regulations/SEBI LODR Regulations	means the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015, as amended, modified, supplemented or restated from time to time.
70.	Majority Debenture Holders	means: (a) in respect of the Series A Debentures, the Series A Debenture Holders holding an aggregate amount representing not less than 51% (fifty one percent) of value of the Series A Outstanding Principal Amounts of the Series A Debentures; and (b) in respect of the Series B Debentures, the Series B Debenture Holders holding an aggregate amount representing not less than 51% (fifty one percent) of the value of the Series B Outstanding Principal Amounts of the Series B Debentures.
71.	Majority Resolution	means: (a) in respect of the Series A Debentures, a resolution approved by the Series A Majority Debenture Holders; and (b) in respect of the Series B Debentures, a resolution approved by the Series B Majority Debenture Holders

S. NO.	TERM	DEFINITION
72.	Material Adverse Effect	means in relation to any entity, the effect or consequence of an event, circumstance, occurrence or condition (including (i) a change in credit rating/outlook/opinion, (ii) any event, occurrence, fact, condition, change, development or effect, pending or threatened litigation, investigation or proceeding, that is or may be materially adverse for the Transaction Security, and/or (iii) any legal or regulatory decision resulting in the suspension/revocation of the non-banking finance company license and/or prohibition of further sanctions/disbursal of loans of the Issuer)) which has caused in the reasonable opinion of the Majority Debenture Holders, as of any date of determination, or change in applicable regulation by any regulatory authority impacting the current business model and a material and adverse effect on: (a) on the financial condition, business or operation of the Issuer which in the opinion of the Applicant is prejudicial to the ability of the Issuer to perform its obligations under the transaction documents; (b) on the rights or remedies of the Applicants hereunder or under any other transaction document; (c) the ability of the Issuer to fulfil its repayment obligations under the transaction documents; and/or (d) the legality, validity or enforceability of any of the transaction documents. For the purposes of paragraph (c) above, a Material Adverse Effect shall be deemed to occur only if the Debenture Holders holding an aggregate amount representing not less than 75% (seventy five percent) of the value of the Outstanding Principal Amounts of the Debentures are of the opinion that such event would have a Material Adverse Effect.
73.	N.A.	Not Applicable
74.	NBFC	means non-banking financial company.
75.	NBFC Directions	means the Master Direction - Reserve Bank of India (Non-Banking Financial Company - Scale Based Regulation) Directions, 2023 dated October 19, 2023, read together with the RBI's circular no. DOR (NBFC).CC.PD.No.109/22.10.106/2019-20 dated March 13, 2020 on "*Implementation of Indian Accounting Standards*" and the RBI's circular no. DOR.STR.REC.9/21.04.048/2025-26 dated April 1, 2025 on "*Prudential norms on Income Recognition, Asset Classification and Provisioning pertaining to Advances*", each as amended, modified, supplemented or restated from time to time.
76.	Non-Performing Assets	mean the assets classified as "non-performing assets" in accordance with the NBFC Directions.
77.	Net NPA	means the net "non-performing assets" determined in accordance with the NBFC Directions and any other applicable RBI regulations governing asset classification and provisioning for NBFCs.
78.	NSDL	means National Securities Depository Limited.
79.	Outstanding Amounts	means, at any date, the Outstanding Principal Amounts together with any interest, additional interest, costs, fees, charges, and other amounts payable

S. NO.	TERM	DEFINITION
		by the Issuer in respect of the Debentures, being the aggregate of the Series A Outstanding Amounts and the Series B Outstanding Amounts.
80.	Outstanding Principal Amounts	means, at any date, the principal amounts outstanding under the Debentures, being the aggregate of the Series A Outstanding Principal Amounts and the Series B Outstanding Principal Amounts.
81.	PAN	means Permanent Account Number
82.	Payment Default	means non-payment of, or the failure to pay, any amount on any Due Date.
83.	Private Placement Offer cum Application Letter/PPOA	means the private placement offer and application letter dated on or about the date of this Key Information Document issued/to be issued by the Issuer for subscription to the Debentures on a private placement basis in accordance with Section 42 of the Companies Act, 2013 read with the Companies (Prospectus and Allotment of Securities) Rules, 2014.
84.	Promoter	Means: 1. Mr. Vineet Sukumar an Indian citizen holding passport number Z6043139, currently residing at Flat No. 4, KG Valmiki Apartments, Tiruvanmiyur, Kanchipuram, Tamil Nadu - 600041, India and 2. Vivriti Next Limited *(formerly known as Vivriti Next Private Limited)*, a public limited company having its registered office Prestige Zackria Metropolitan No. 200/1-8, 8th Floor, Block -1, Annasalai, Chennai – 600 002
85.	Promoter Group	has the meaning given to it in the Debt Listing Regulations.
86.	Promoter Debt	means all existing and future Financial Indebtedness availed by the Issuer from any of its Promoter.
87.	Purpose	has the meaning given to it in Section 8.1 (*Summary Terms*).
88.	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.
89.	RBI	means the Reserve Bank of India.
90.	Rating	means the credit rating for the Debentures from the Rating Agency, being, "ICRA A+/Stable" affirmed/assigned by the Rating Agency through its letter dated June 19, 2026.
91.	Rating Agency	means ICRA Limited.
92.	Recovery Expense Fund/REF	means the recovery expense fund established/to be established and maintained by the Issuer in accordance with the provisions of Chapter IV (*Recovery Expenses Fund*) of the SEBI Debenture Trustees Master Circular.
93.	Register of Beneficial Owners	means the register of beneficial owners of the Debentures maintained in the records of the Depositories.

S. NO.	TERM	DEFINITION
94.	Register of Debenture Holders	means the register of debenture holders maintained by the Issuer in accordance with Section 88 of the Companies Act.
95.	Registrar/R&T Agent	means the registrar and transfer agent appointed for the issue of Debentures, being Integrated Registry Management Services Private Limited.
96.	ROC	means the jurisdictional registrar of companies.
97.	RTGS	means Real Time Gross Settlement.
98.	Scheme	means the composite scheme of arrangement, inter alia, between Vivriti Finance Limited *(formerly known as Vivriti Capital Limited),* the Issuer, Vivriti Asset Management Private Limited (Amalgamated), Vivriti Asset Management Private Limited *(formerly known as Vivriti Funds Private Limited),* and Vivriti Next Limited *(formerly known as Vivriti Next Private Limited),* as approved by the Hon'ble National Company Law Tribunal, Chennai pursuant its order dated December 9, 2025 read with rectification order dated December 19, 2025 pursuant to which, inter alia, all assets, liabilities, rights, obligations, title, interests and benefits in respect of the non-banking financial company undertaking/business of the Vivriti Finance Limited (formerly Vivriti Capital Limited) were transferred to and vested in the Issuer with effect from April 1, 2026. The copy of Scheme and relevant documents are available at: https://www.vivriticapital.com/vivriti-group-scheme-of-restructuring.html.
99.	SEBI	means the Securities and Exchange Board of India.
100.	SEBI Debenture Trustees Master Circular	means the master circular issued by SEBI bearing reference number SEBI/HO/DDHS-PoD-1/P/CIR/2025/117 dated August 13, 2025, on "*Master Circular for Debenture Trustees*", as amended, modified, supplemented, or restated from time to time.
101.	SEBI EBP Requirements/EBP Requirements	means the requirements with respect to electronic book mechanism prescribed in Chapter VI (*Electronic Book Provider platform*) of the Listed NCDs Master Circular, and the operational guidelines issued by the relevant electronic book provider, each as amended, modified, supplemented, or restated from time to time.
102.	SEBI Listed Debentures Circulars	means, collectively, the Listed NCDs Master Circular, the SEBI Debenture Trustees Master Circular, the SEBI Debt Listing Regulations, (to the extent applicable) the SEBI LODR Master Circular, and (to the extent applicable) the LODR Regulations.
103.	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, read with, to the extent applicable, the SEBI EBP Requirements.
104.	SEBI LODR Master Circular	means the master circular issued by SEBI bearing reference number SEBI/HO/CFD/PoD2/CIR/P/0155 dated November 11, 2024, on "*Master circular for compliance with the provisions of the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations,*

S. NO.	TERM	DEFINITION
		2015 by listed entities", as amended, modified, supplemented, or restated from time to time.
105.	Secured Obligations	means Series A Secured Obligations and Series B Secured Obligations or any one or all of them, as the context may require.
106.	Security Cover	has the meaning given to it in the Section 8.1 (*Summary Terms*).
107.	Series A Debentures	means 1,00,000 (one lakh) Series A rated, listed, senior, secured, redeemable, taxable, non-convertible debentures denominated in INR, each having a face value of INR 10,000 (Indian Rupees Ten Thousand) and an aggregate nominal value of INR 100,00,00,000 (Indian Rupees One Hundred Crore).
108.	Series A Debenture Holders	means, each person who is: (a) registered as a Beneficial Owner in respect of the Series A Debentures; and (b) registered as a debenture holder in the Register of Debenture Holders in respect of the Series A Debentures. Paragraphs (a) and (b) shall be deemed to include transferees of the Series A Debentures registered with the Issuer and the Depository(ies) from time to time, and in the event of any inconsistency between paragraphs (a) and (b) above, paragraph (a) shall prevail, and "Series A Debenture Holder" shall be construed accordingly.
109.	Series A Final Redemption Date	means October 29, 2027 (being the date occurring on the expiry of 15 (fifteen) months 28 (twenty eight) days from the Deemed Date of Allotment), or such other earlier date, subject to Applicable Law, on which the Series A Debentures are required to be redeemed pursuant to the transaction documents.
110.	Series A Interest Payment Dates	means the interest payment dates as specified in Annexure IV, and "Series A Interest Payment Date" shall be construed accordingly.
111.	Series A Interest Rate	means 9.70% (nine decimal seven zero percent) per annum payable monthly.
112.	Series A Outstanding Amounts	means, at any date, the Series A Outstanding Principal Amounts together with any interest, additional interest, costs, fees, charges, and other amounts payable by the Issuer in respect of the Series A Debentures.
113.	Series A Outstanding Principal Amounts	means, at any date, the principal amounts outstanding under the Series A Debentures.
114.	Series A Secured Obligations	means all present and future obligations (whether actual or contingent and whether owed jointly or severally or in any capacity whatsoever) of the Issuer to the Series A Debenture Holders or the Debenture Trustee under the transaction documents, including without limitation, the making of payment of any interest/ interest accrued thereon, redemption of principal amounts, the default interest, additional interest, liquidated damages and all fees,

S. NO.	TERM	DEFINITION
		costs, charges, expenses and other amounts payable by the Issuer in respect of the Series A Debentures.
115.	Series B Debentures	means 1,00,000 (one lakh) Series B rated, listed, senior, secured, redeemable, taxable, non-convertible debentures denominated in INR, each having a face value of INR 10,000 (Indian Rupees Ten Thousand) and an aggregate nominal value of INR 100,00,00,000 (Indian Rupees One Hundred Crore).
116.	Series B Debenture Holders	means, each person who is: (a) registered as a Beneficial Owner in respect of the Series B Debentures; and (b) registered as a debenture holder in the Register of Debenture Holders in respect of the Series B Debentures. Paragraphs (a) and (b) shall be deemed to include transferees of the Series B Debentures registered with the Issuer and the Depository(ies) from time to time, and in the event of any inconsistency between paragraphs (a) and (b) above, paragraph (a) shall prevail, and "Series B Debenture Holder" shall be construed accordingly.
117.	Series B Final Redemption Date	means July 28, 2028 (being the date occurring on the expiry of 24 (twenty four) months 27 (twenty seven) days from the Deemed Date of Allotment), or such other earlier date, subject to Applicable Law, on which the Series B Debentures are required to be redeemed pursuant to the transaction documents.
118.	Series B Interest Payment Dates	means the interest payment dates as specified in Annexure IV, and "Series B Interest Payment Date" shall be construed accordingly.
119.	Series B Interest Rate	means 9.90% (nine decimal nine zero percent) per annum payable monthly.
120.	Series B Outstanding Amounts	means, at any date, the Series B Outstanding Principal Amounts together with any interest, additional interest, costs, fees, charges, and other amounts payable by the Issuer in respect of the Series B Debentures.
121.	Series B Outstanding Principal Amounts	means, at any date, the principal amounts outstanding under the Series B Debentures.
122.	Series B Secured Obligations	means all present and future obligations (whether actual or contingent and whether owed jointly or severally or in any capacity whatsoever) of the Issuer to the Series B Debenture Holders or the Debenture Trustee under the transaction documents, including without limitation, the making of payment of any interest/ interest accrued thereon, redemption of principal amounts, the default interest, additional interest, liquidated damages and all fees, costs, charges, expenses and other amounts payable by the Issuer in respect of the Series B Debentures.
123.	Special Majority Debenture Holders	means:

S. NO.	TERM	DEFINITION
		(a) in respect of the Series A Debentures, the Series A Debenture Holders holding not less than 75% (seventy five percent) of the value of the Series A Outstanding Principal Amounts of the Debentures; and (b) in respect of the Series B Debentures, the Series B Debenture Holders holding not less than 75% (seventy five percent) of the value of the Series B Outstanding Principal Amounts of the Debentures.
124.	Special Resolution	means: (a) in respect of the Series A Debenture Holders, a resolution approved by the Series A Special Majority Debenture Holders; and (b) in respect of the Series B Debenture Holders, a resolution approved by the Series B Special Majority Debenture Holders.
125.	Specified Event(s)	means the occurrence of any one or more of the following events: (a) the occurrence of any breach of any financial covenants as prescribed under Section 8.2.2 (*Financial Covenants*); (b) the occurrence of any breach of any reporting covenants as prescribed under Section 8.2.3 (*Reporting Covenants*); (c) the occurrence of any breach of any affirmative covenants as prescribed under Section 8.2.4 (*Affirmative Covenants*); and/or (d) the occurrence of any breach of any negative covenants as prescribed under Section 8.2.5 (*Negative Covenants*).
126.	Step Up (Rating)	means the payment of interest in respect of the Debentures at the Step Up Rate (Rating) in accordance with Section 8.1 (*Summary Terms*).
127.	Step Up Rate (Rating)	has the meaning given to it in Section 8.1 (*Summary Terms*).
128.	Step Up (Specified Event)	means the payment of interest in respect of the Debentures at the Step Up Rate (Specified Event) in accordance with Section 8.1 (*Summary Terms*).
129.	Step Up Rate (Specified Event)	has the meaning given to it in Section 8.1 (*Summary Terms*).
130.	Stressed Assets Framework	means 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, supplemented or restated from time to time.
131.	Tax	means any present or future tax (direct or indirect), levy, duty, charge, fees, deductions, withholdings, surcharges, cess, turnover tax, transaction tax, stamp tax 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 pursuant to any Applicable Law or by any Governmental Authority.

S. NO.	TERM	DEFINITION
132.	Tax Deduction	means a deduction or withholding for or on account of Tax from a payment under a transaction document pursuant to Applicable Law.
133.	Tier 1 Capital	has the meaning given to it in the NBFC Directions.
134.	Tier 2 Capital	has the meaning given to it in the NBFC Directions.
135.	Transaction Documents	has the meaning given to it in the Section 8.1 (*Summary Terms*).
136.	Transaction Security	has the meaning given to it in the Section 8.1 (*Summary Terms*).
137.	WDM	means the Wholesale Debt Market segment of the BSE
138.	Wilful Defaulter	means 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

Please refer to Section 2.1 of the General Information Document for the disclaimers by the Issuer.

The Issuer has not engaged any platforms for selling / trading of any tranche/series of Debentures in the secondary market. The Issuer does not undertake any responsibility for trading of any tranche/series of Debentures in the secondary market by the Investors. The onus of compliance with applicable regulations and guidelines for any sale / purchase in the secondary market lies with the respective parties to the trade and the Issuer shall not be held liable for such trades.

THE ISSUER ACCEPTS NO RESPONSIBILITY FOR STATEMENTS MADE OTHERWISE THAN IN THE DEBT DISCLOSURE DOCUMENT/ GENERAL INFORMATION DOCUMENT (AND ANY KEY INFORMATION DOCUMENT ISSUED PURSUANT THERETO AND/OR PPOA ISSUED PURSUANT THERETO) OR IN THE ADVERTISEMENT OR 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 THEIR OWN RISK.

2.2 DISCLAIMER CLAUSE OF STOCK EXCHANGES

Please refer to Section 2.2 of the General Information Document for the disclaimers in respect of the stock exchanges.

2.3 DISCLAIMER CLAUSE OF RBI

Please refer to Section 2.3 of the General Information Document for the disclaimers in respect of RBI.

2.4 DISCLAIMER CLAUSE OF SEBI

Please refer to Section 2.4 of the General Information Document for the disclaimers in respect of the SEBI.

IT IS TO BE DISTINCTLY UNDERSTOOD THAT FILING OF THE ISSUE DOCUMENT/GENERAL INFORMATION DOCUMENT (AND ANY KEY INFORMATION DOCUMENT ISSUED PURSUANT THERETO) TO THE SECURITIES AND EXCHANGE BOARD OF INDIA (SEBI) SHOULD NOT IN ANY WAY BE DEEMED OR CONSTRUED TO MEAN THAT THE SAME HAS BEEN CLEARED 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 DEBT DISCLOSURE DOCUMENT/ GENERAL INFORMATION DOCUMENT (AND ANY KEY INFORMATION DOCUMENT ISSUED PURSUANT THERETO). THE LEAD MANAGER(S) (IF ANY) HAS CERTIFIED THAT THE DISCLOSURES MADE IN THE ISSUE DOCUMENT/GENERAL INFORMATION DOCUMENT (AND ANY KEY INFORMATION DOCUMENT ISSUED PURSUANT THERETO) ARE GENERALLY ADEQUATE AND ARE IN CONFORMITY WITH THE REGULATIONS. THIS REQUIREMENT IS TO FACILITATE INVESTORS TO TAKE AN INFORMED DECISION FOR MAKING INVESTMENT IN THE PROPOSED ISSUE.

2.5 DISCLAIMER IN RESPECT OF JURISDICTION

Please refer to Section 2.5 of the General Information Document for the disclaimers in respect of the jurisdiction.

2.6 DISCLAIMER IN RESPECT OF RATING AGENCIES

Please refer to Section 2.6 of the General Information Document for the disclaimers in respect of the rating agencies.

2.7 DISCLAIMER IN RESPECT OF MERCHANT BANKER, IF ANY

THE LEAD MANAGER(S)/MERCHANT BANKER(S) ACCEPT NO RESPONSIBILITY FOR ANY STATEMENTS OR INFORMATION PROVIDED OTHER THAN THOSE CONTAINED IN THIS ISSUE DOCUMENT, OR ANY ADVERTISEMENT OR MATERIAL AUTHORIZED BY OR ISSUED AT THE INSTANCE OF THE ISSUER. ANY PERSON PLACING RELIANCE ON ANY OTHER SOURCE OF INFORMATION WILL BE DOING SO ENTIRELY AT THEIR OWN RISK. THE LEAD MANAGER(S) /MERCHANT BANKER(S) DO NOT GUARANTEE THE FINANCIAL PERFORMANCE OF THE ISSUER OR THE PROJECT, NOR ASSUME RESPONSIBILITY FOR THE ACCURACY, COMPLETENESS, OR ADEQUACY OF ANY OPINIONS EXPRESSED HEREIN. INVESTORS ARE STRONGLY ENCOURAGED TO MAKE INDEPENDENT DECISIONS AFTER CAREFULLY EVALUATING ALL AVAILABLE INFORMATION.

Please also refer to Section 2.7 of the General Information Document for the disclaimers in respect of the Merchant Banker.

2.8 DISCLAIMER IN RESPECT OF DEBENTURE TRUSTEE

THE DEBENTURE TRUSTEE IPSO FACTO DOES NOT HAVE THE OBLIGATIONS OF A BORROWER OR A PRINCIPAL DEBTOR OR A GUARANTOR AS TO THE AMOUNTS INVESTED BY THE DEBENTURE HOLDERS FOR THE SUBSCRIPTION OF ANY TRANCHE/SERIES OF DEBENTURES.

Please also refer to Section 2.8 of the General Information Document for the disclaimers in respect of the Debenture Trustee.

2.9 ISSUE OF DEBENTURES IN DEMATERIALISED FORM

Please also refer to Section 2.9 of the General Information Document for the disclaimers in respect of the dematerialised form.

SECTION 3: DETAILS OF PROMOTERS OF THE ISSUER

Please refer to Section 3 of the General Information Document for details in respect of Promoters of the Issuer.

SECTION 4: RISK FACTORS

Please refer to Section 4 of the General Information Document for the risk factors in respect of the issuance of the Debentures.

SECTION 5: FINANCIAL STATEMENTS

Please refer **Annexure I of the General Information Document** for the audited financial statements of the Issuer for the Financial Years ended March 31, 2023, March 31, 2024, and March 31, 2025, and the audited financial results for the Financial Year ended March 31, 2026**.

Pursuant to the terms of the Scheme, all present, contingent and future liabilities of Vivriti Finance Limited *(formerly known as Vivriti Capital Limited)* relating to the non-banking finance company related business have been transferred to the Issuer, and all such liabilities would be discharged as the liabilities of the Issuer. The Scheme has been approved by the NCLT, Chennai bench vide Order No. CP/CAA/37/2025 dated December 09, 2025 read with Order No. IA/CA/256/2025 dated December 19, 2025. The Effective date and Appointed date for the Scheme is April 1, 2026.

Until March 31, 2026, the debt securities were listed under the books of accounts of Vivriti Capital Limited and further information in this regard can be accessed at: https://www.vivriticapital.com/annual-reports.html.

**The audited financial results/numbers of the Issuer have been disclosed for the Financial Year ended March 31, 2026, however, the audited financial statements for the Financial Year ended March 31, 2026, are yet to be approved/adopted by the shareholders of the Issuer in their annual general meeting. The audited financial statements or the Financial Year ended March 31, 2026, will be disclosed in accordance with the LODR Regulations and any other directions of SEBI.

SECTION 6: REGULATORY DISCLOSURES

This Key Information Document is prepared in accordance with the provisions of SEBI Debt Listing Regulations and in this Section 6, the Issuer has set out the details required as per the SEBI Debt Listing Regulations (including Schedule I thereof).

6.1 **The Issuer shall file the following documents along with the listing application to the stock exchange and with the Debenture Trustee:**

Along with this Key Information Document and the corporate authorisations for this issuance of the Debentures, the documents set out in Section 6.1 of the General Information Document have been / shall be submitted along with the listing application to the BSE and with the Debenture Trustee.

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

Due diligence certificates from the Debenture Trustee as per the format specified in the SEBI Debenture Trustees Master Circular and the format as specified in the SEBI Debt Listing Regulations.

6.3 **Details of credit rating, along with the latest press release of the Credit Rating Agency in relation to the issue, and a declaration that the rating is valid as on the date of issuance and listing. Such press release shall not be older than one year from the date of opening of the issue.**

ICRA Limited has affirmed/assigned a rating of "ICRA A+/Stable" through its letter dated June 19, 2026, for the Debentures to be issued in the proposed Issue. The rating letter from the Rating Agency, the rating report and press release from the Rating Agency are provided in **Annexure I** of this Key Information Document.

The Issuer hereby declares that the rating is and shall be valid as on the date of issuance and listing of any Debentures.

6.4 **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 or has been created, as specified by the Board.**

The Debentures are proposed to be listed on the WDM segment of the BSE within the time period prescribed under the SEBI Listing Timelines Requirements. The Debentures are not proposed to be listed on more than one stock exchange.

The Issuer has obtained the in-principle approval for the listing of the debentures in accordance with the General Information Document from BSE, and the same is annexed in **Annexure III** of the General Information Document.

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 Recovery Expense Fund shall be created by the Issuer with BSE in accordance with Chapter IV of the SEBI Debenture Trustees Master Circular.

6.5 **Issue Schedule:**

PARTICULARS	DATE
Issue Opening Date	June 30, 2026
Issue Closing Date	June 30, 2026
Pay In Date	July 1, 2026
Deemed Date of Allotment	July 1, 2026

6.6 **Name, logo, addresses, website URL, email address, telephone number and contact person of:**

(a) **Legal Counsel**

Name	N.A.
Logo	N.A.
Address	N.A.
Website	N.A.
E-mail address	N.A.
Telephone Number	N.A.
Contact Person Details	N.A.

(b) **Merchant Banker and co-managers to the issues**

Name	SKI Capital Services Ltd.
Logo	
Address	718, Dr. Joshi Road, Karol Bagh, New Delhi - 110005
Website	https://www.skicapital.net
E-mail address	dcm@skicapital.net
Telephone Number	+91-011-41189899
Contact Person Details	Mr. Manick Wadhwa/ Mr.Vivek Rana

(c) **Guarantor**

Name	N.A.
Logo	N.A.
Address	N.A.
Website	N.A.
E-mail address	N.A.
Telephone Number	N.A.
Contact Person Details	N.A.

(d) **Arrangers**

Name	N.A.
Logo	N.A.
Address	N.A.
Website	N.A.
E-mail address	N.A.
Telephone Number	N.A.
Contact Person Details	N.A.

(e) **Debenture Trustee to the Issue**

Name	Beacon Trusteeship Limited
Logo	BEACON TRUSTEESHIP
Address	5W, 5th Floor, The Metropolitan, E-Block, Bandra Kurla Complex, Bandra (E), Mumbai 400051
Website	www.beacontrustee.co.in
E-mail address	compliance@beacontrustee.co.in
Telephone Number	022- 46060278
Contact Person Details	Mr. Kaustubh Kulkarni

(f) **Credit Rating Agency for the Issue**

Name	ICRA Limited
Logo	ICRA
Address	Building No. 8, 2nd Floor,Tower A, DLF Cyber City, Phase II, Gurgaon 122 002, India
Website	www.icra.in
E-mail address	shivakumar@icraindia.com
Telephone Number	+91 124 4050424
Contact Person Details	Mr. L. Shivakumar

(g) **Registrar the Issue**

Name	Integrated Registry Management Services Private Limited
Logo	INTEGRATED CORPORATE SOLUTIONS SIMPLIFIED
Address	2nd Floor, "Kences Towers", No. 1 Ramakrishna Street, North Usman Road, T. Nagar, Chennai – 600 017
Website	http://www.integratedindia.in
E-mail address	yuvraj@integrated.india.in
Telephone Number	044 - 28140801 to 28140803
Contact Person Details	Mr. S. Yuvraj

(h) **Statutory Auditors**

Name	LDS & Co., Chartered Accountants
Logo	LDS & Co. Chartered Accountants Kochi I Calicutl Trivandrum
Peer review certificate no.	018021
Address	No. 18/600, Near Tali Ganapathy Temple, Palayam, Kozhikode –673002
Website	NA
E-mail address	Surya@Ldsandco.in
Telephone Number	NA
Contact Person Details	Mr. Surya Narayanan AR

6.7 **About the Issuer**

The following details pertaining to the issuer:

(a) ***Overview and a brief summary of the business activities of the issuer / Line of Business:***

Please refer to Section 6.7(a) of the General Information Document for overview and a brief summary of the business activities of the Issuer. There are no changes to the information set out in the respective section of General Information Document.

(b) ***Structure of the group***

Please refer to Section 6.7(b) of the General Information Document for overview and a brief summary of the business activities of the Issuer. There are no changes to the information set out in the respective section of General Information Document.

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

Please refer to Section 6.7(c) of the General Information Document for overview and a brief summary of the business activities of the Issuer. There are no changes to the information set out in the respective section of General Information Document.

(d) ***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 Section 6.37(g) below.

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 6.7(d) of the General Information Document for overview and a brief summary of the business activities of the Issuer. There are no changes to the information set out in the respective section of General Information Document.

(e) ***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:***

The proceeds raised from the issue of the Debentures are not being utilised for funding of any projects. Please refer Section 8.1 (*Summary Terms*) below for the Purpose.

6.8 **Expenses of the Issue: Expenses of the issue along with a breakup for each item of expense, including details of the fees payable to separately as under (in terms of amount, as a percentage of total issue expenses and as a percentage of total issue size), as applicable:**

S. NO	PARTICULARS	FEE/EXPENSE AMOUNT	% OF TOTAL ISSUE EXPENSES	% OF TOTAL ISSUE SIZE
1.	Lead Manager(s) fees	[*]	--	--
2.	Underwriting commission	[*]	--	--
3.	Brokerage, selling commission and upload fees	[*]	--	--
4.	Fees payable to the registrars to the issue	[*]	--	--
5.	Fees payable to the legal advisors	[*]	--	--

S. NO	PARTICULARS	FEE/EXPENSE AMOUNT	% OF TOTAL ISSUE EXPENSES	% OF TOTAL ISSUE SIZE
6.	Advertising and marketing expenses	[*]	--	--
7.	Fees payable to the regulators including stock exchanges	[*]	--	--
8.	Expenses incurred on printing and distribution of issue stationary	[*]	--	--
9.	Any other fees, commission and payments under whatever nomenclature	[*]	--	--

* 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.

The Issuer has been advised by its in-house legal and compliance team.

** As the Debentures will be issued by way of private placement to identified investors in accordance with the process prescribed by SEBI, no specific expenses are envisaged to be incurred on printing and distribution of issue stationary in respect of such issue of Debentures.

6.9 **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 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:

(i) 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.

(ii) The scanning of such static quick response code or clicking on the web-link, 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 **Annexure I of the General Information Document** for the audited financial statements of the Issuer for the Financial Years ended March 31, 2023, March 31, 2024, and March 31, 2025, and the audited financial results for the Financial Year ended March 31, 2026**.

Pursuant to the terms of the Scheme, all present, contingent and future liabilities of Vivriti Finance Limited *(formerly known as Vivriti Capital Limited)* relating to the non-banking finance company related business have been transferred to the Issuer, and all such liabilities would be discharged as the liabilities of the Issuer. The Scheme has been approved by the NCLT, Chennai bench vide Order No. CP/CAA/37/2025 dated December 09, 2025 read with Order No. IA/CA/256/2025 dated December 19, 2025. The Effective date and Appointed date for the Scheme is April 1, 2026.

Until March 31, 2026, the debt securities were listed under the books of accounts of Vivriti Capital Limited and further information in this regard can be accessed at: https://www.vivriticapital.com/annual-reports.html.

**The audited financial results/numbers of the Issuer have been disclosed for the Financial Year ended March 31, 2026, however, the audited financial statements for the Financial Year ended March 31, 2026, are yet to be approved/adopted by the shareholders of the Issuer in their annual general meeting. The audited financial statements or the Financial Year ended March 31, 2026, will be disclosed in accordance with the LODR Regulations and any other directions of SEBI.

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. – Not Applicable

(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 **Annexure I of the General Information Document** for the audited financial statements of the Issuer for the Financial Years ended March 31, 2023, March 31, 2024 and March 31, 2025, and the audited financial results for the Financial Year ended March 31, 2026**.

Pursuant to the terms of the Scheme, all present, contingent and future liabilities of Vivriti Finance Limited *(formerly known as Vivriti Capital Limited)* relating to the non-banking finance company related business have been transferred to the Issuer, and all such liabilities would be discharged as the liabilities of the Issuer. The Scheme has been approved by the NCLT, Chennai bench vide Order No. CP/CAA/37/2025 dated December 09, 2025 read with Order No. IA/CA/256/2025 dated December 19, 2025. The Effective date and Appointed date for the Scheme is April 1, 2026.

Until March 31, 2026, the debt securities were listed under the books of accounts of Vivriti Capital Limited and further information in this regard can be accessed at: https://www.vivriticapital.com/annual-reports.html.

**The audited financial results/numbers of the Issuer have been disclosed for the Financial Year ended March 31, 2026, however, the audited financial statements for the Financial Year ended March 31, 2026, are yet to be approved/adopted by the shareholders of the Issuer in their annual general meeting. The audited financial statements or the Financial Year ended March 31, 2026, will be disclosed in accordance with the LODR Regulations and any other directions of SEBI.

(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 Electronic Book Platform of the stock exchange, irrespective of the issue size; and

(ii) In case of issue of securities on a private placement basis, the issue is open for subscription only to qualified institutional buyers

Not applicable as the Issuer has been in existence for more than 3 (three) years.

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

Please refer **Annexure I of the General Information Document** for the audited financial statements of the Issuer for the Financial Years ended March 31, 2023, March 31, 2024 and March 31, 2025, and the audited financial results for the Financial Year ended March 31, 2026**.

Pursuant to the terms of the Scheme, all present, contingent and future liabilities of Vivriti Finance Limited *(formerly known as Vivriti Capital Limited)* relating to the non-banking finance company related business have been transferred to the Issuer, and all such liabilities would be discharged as the liabilities of the Issuer. The Scheme has been approved by the NCLT, Chennai bench vide Order No. CP/CAA/37/2025 dated December 09, 2025 read with Order No. IA/CA/256/2025 dated December 19, 2025. The Effective date and Appointed date for the Scheme is April 1, 2026.

Until March 31, 2026, the debt securities were listed under the books of accounts of Vivriti Capital Limited and further information in this regard can be accessed at: https://www.vivriticapital.com/annual-reports.html.

**The audited financial results/numbers of the Issuer have been disclosed for the Financial Year ended March 31, 2026, however, the audited financial statements for the Financial Year ended March 31, 2026, are yet to be approved/adopted by the shareholders of the Issuer in their annual general meeting. The audited financial statements or the Financial Year ended March 31, 2026, will be disclosed in accordance with the LODR Regulations and any other directions of SEBI.

(e) **Key Operational and Financial Parameters on a consolidated basis and on a standalone basis in respect of the financial information provided under clauses (a) to (c) above:**

Please refer Section 6.9(e) of the General Information Document for the disclosures of Financial Information pertaining to the Financial Years ended March 31, 2023, March 31, 2024, March 31, 2025, and March 31, 2026, along with Auditors report.

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

Please refer Section 6.9(f) of the General Information Document for details of any other contingent liabilities of the Issuer as of March 31, 2026.

(g) **The amount of corporate guarantee or letter of comfort issued by the issuer 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 Section 6.15 of the General Information Document for details of amount of corporate guarantee or letter of comfort issued by the Issuer.

6.10 **A brief history of the Issuer since its incorporation giving details of its following activities:**

(a) **Details of Share Capital as on last quarter end, i.e., March 31, 2026**:

Please refer to Section 6.10(a) of the General Information Document for details of share capital of the Issuer. There are no changes to the information set out in the respective section of the General Information Document.

(b) **Changes in its capital structure as on last quarter end i.e., March 31, 2026, for the preceding three financial years and current financial year:**

Please refer to Section 6.10(b) of the General Information Document for changes in capital structure of the Issuer for the preceding three financial year and the current financial year. There are no changes to the information set out in the respective section of the General Information Document.

(c) **Details of the equity share capital for the preceding three financial years and current financial year:**

Please refer to Section 6.10(c) of the General Information Document for details of equity share capital for the preceding three years and the current financial year. There are no changes to the information set out in the respective section of the General Information Document.

(d) **Details of any acquisition of or amalgamation with any entity in the preceding one year:**

Not Applicable.

(e) **Details of any Reorganization or Reconstruction in the preceding one year:**

Please refer to Section 6.10(e) of the General Information Document for details of the reorganisation or reconstruction in the preceding one year. There are no changes to the information set out in the respective section of the General Information Document.

(f) **Details of the shareholding of the Company as at the latest quarter end, as per the format specified under the listing regulations**:

The shareholding pattern of the Issuer as of the last quarter end, i.e., March 31, 2026, prepared in accordance with the LODR Regulations is set out in **Annexure III of the General Information Document**.

(g) **List of top ten holders of equity shares of the Company as on the latest quarter end, i.e., March 31, 2026**:

Please refer to Section 6.10(g) of the General Information Document for list of top ten holders of equity shares of the Company as of latest quarter end. There are no changes to the information set out in the respective section of the General Information Document.

6.11 **Following details regarding the directors of the Company:**

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

Please refer to Section 6.11(a) of the General Information Document for details of current directors of the Company. There are no changes to the information set out in the respective section of the General Information Document.

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

Please refer to Section 6.11(b) of the General Information Document for details of change in directors in the preceding three financial years and current financial year. There are no changes to the information set out in the respective section of the General Information Document.

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

(i) Remuneration payable or paid to a director by the issuer, its subsidiary or associate company; shareholding of the director in the company, its subsidiaries and associate companies on a fully diluted basis;

Please refer Section 6.11(c)(i) of the General Information Document for the details of the remuneration payable or paid to a director by the Issuer, its subsidiary or associate company, and the details of the shareholding of the director in the Issuer, its subsidiaries and associate companies on a fully diluted basis. There are no changes to the information set out in the respective section of the General Information Document.

(ii) Appointment of any relatives to an office or place of profit of the issuer, its subsidiary or associate company;

Please refer Section 6.11(c)(ii) of the General Information Document for the details of appointment of any relatives to an office or place of profit of the Issuer, its subsidiary or associate company. There are no changes to the information set out in the respective section of the General Information Document.

(iii) 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 or any immovable 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.***

Please refer Section 6.11(c)(iii) of the General Information Document for the details of the full particulars of the nature and extent of interest, if any, of every director. There are no changes to the information set out in the respective section of the General Information Document.

(d) ***Contribution being made by the directors as part of the offer or separately in furtherance of such objects.***

Please refer Section 6.11(d) of the General Information Document for the details of contribution being made by the directors as part of the offer or separately in furtherance of such objects. There are no changes to the information set out in the respective section of the General Information Document.

6.12 **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**

Please refer Section 6.12 of the General Information Document for the details of 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. There are no changes to the information set out in the respective section of the General Information Document.

6.13 **Following details regarding the auditors of the Issuer:**

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

Please refer Section 6.13(a) of the General Information Document for the details of auditors of the Issuer. There are no changes to the information set out in the respective section of the General Information Document.

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

Please refer Section 6.13(b) of the General Information Document for the details of change in auditors of the Issuer. There are no changes to the information set out in the respective section of the General Information Document.

6.14 **Details of the following liabilities of the Issuer, as at the end of the preceding quarter, or if available, a later date:**

(a) **Details of outstanding secured loan facilities as at April 01, 2026***:

Please refer Section 6.14(a) of the General Information Document for the details of outstanding secured loan facilities.

(b) **Details of outstanding unsecured loan facilities as at April 01, 2026*:**

Please refer Section 6.14(b) of the General Information Document for the details of outstanding unsecured loan facilities.

(c) **Details of outstanding non-convertible securities as at April 01, 2026*:**

Please refer Section 6.14(c) of the General Information Document for the details of outstanding non-convertible securities.

(d) **Details of commercial paper issuances as at April 01, 2026*:**

Please refer Section 6.14(d) of the General Information Document for the details of commercial paper issuances.

(e) **List of top ten holders of non-convertible securities in terms of value (in cumulative basis) as at April 01, 2026*:**

Please refer Section 6.14(e) of the General Information Document for the list of top ten holders of non-convertible securities in terms of value (in cumulative basis).

(f) **List of top ten holders of Commercial paper in terms of value (in cumulative basis) as at April 01, 2026*:**

Please refer Section 6.14(f) of the General Information Document for the list of top ten holders of commercial paper in terms of value (in cumulative basis).

(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 as at April 01, 2026*:**

Please refer Section 6.14(g) of the General Information Document for 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.

6.15 **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*.**

Please refer Section 6.15 of the General Information Document for 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. There are no changes to the information set out in the respective section of the General Information Document.

6.16 **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:**

- **in whole or part,**
- **at a premium or discount, or**
- **in pursuance of an option or not.**

Please refer Section 6.16 of the General Information Document details of any outstanding borrowings taken/ debt securities issued for consideration other than cash. There are no changes to the information set out in the respective section of the General Information Document.

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

Please refer Section 6.17 of the General Information Document for disclosures required in respect of Asset Liability Management as of March 31, 2026. There are no changes to the information set out in the respective section of the General Information Document.

6.18 **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 of comfort issued by the company, in the preceding three years and the current financial year:**

Please refer Section 6.18 of the General Information Document for 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 three years and the current financial year. There are no changes to the information set out in the respective section of the General Information Document.

6.19 **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.**

Please refer Section 6.19 of the General Information Document for details of 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. There are no changes to the information set out in the respective section of the General Information Document.

6.20 **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:**

Please refer Section 6.20 of the General Information Document for details of 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. There are no changes to the information set out in the respective section of the General Information Document.

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

Please refer Section 6.21 of the General Information Document for details of default and non-payment of statutory dues for the preceding three financial years and current financial year. There are no changes to the information set out in the respective section of the General Information Document.

6.21A **Ongoing and / or outstanding material litigation and regulatory strictures, if any**

Please refer Section 6.21A of the General Information Document for details of ongoing and / or outstanding material litigation and regulatory strictures. There are no changes to the information set out in the respective section of the General Information Document.

6.22 **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**

Please refer Section 6.22 of the General Information Document for 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. There are no changes to the information set out in the respective section of the General Information Document.

6.23 **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**

Please refer Section 6.23 of the General Information Document for 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. There are no changes to the information set out in the respective section of the General Information Document.

6.24 **Details of pending proceedings initiated against the issuer for economic offences, if any**

Please refer Section 6.24 of the General Information Document for details of pending proceedings initiated against the issuer for economic offences. There are no changes to the information set out in the respective section of the General Information Document.

6.25 **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**

Please refer Section 6.25 of the General Information Document for details of 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. There are no changes to the information set out in the respective section of the General Information Document.

6.26 **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
Not Applicable			

6.27 **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 Section 10 of the General Information Document. There are no changes to the information set out in the respective section of the General Information Document.

6.28 **Consent of directors, auditors, bankers to issue, trustees, 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.**

PARTICULARS	REFERENCING
Directors	Please refer Annexure VII in respect of the resolutions passed at the meeting of the board of directors of the Issuer.
Auditors	As the Debentures will be issued by way of private placement to identified investors in accordance with the process prescribed by SEBI, and as no auditor's report is being obtained in respect of this issue of Debentures, the Issuer believes that no specific consent from the auditor is required.
Bankers to issue	Not Applicable
Trustees	The consent letter from Debenture Trustee is provided in Annexure II of this Key Information Document.
Solicitors /Advocates	Not Applicable
Legal Advisors	Not Applicable
Lead Manager	The consent letter from Merchant Banker is provided in Annexure II of this Key Information Document.
Registrar	The consent letter from the Registrar is provided in Annexure II of this Key Information Document.
Lenders of the Issuer	As the Debentures will be issued by way of private placement to identified investors in accordance with the process prescribed by SEBI, and as no statements or confirmations from any lenders are being obtained in respect of this issue of Debentures, the Issuer believes that no specific consent from the lenders of the Issuer is required.
Experts	As the Debentures will be issued by way of private placement to identified investors in accordance with the process prescribed by SEBI, and as no statements or confirmations from any experts are being obtained in respect of this issue of Debentures, the Issuer believes that no specific consent from the lenders of the Issuer is required.

6.29 **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:**

Provided that in case the issuer files a general information document or shelf prospectus, the issuer may disclose a copy of the letter obtained from the debenture trustee consenting to its appointment instead of the agreement.

Explanation: In case the issuer files a key information document or tranche prospectus in accordance with these regulations, the issuer shall disclose a copy of the agreement stated above.

6.30 The Debenture Trustee of the proposed Debentures is Beacon Trusteeship Limited. Beacon Trusteeship Limited 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.

Copies of the consent letter from Debenture Trustee and the Debenture Trustee Agreement is provided in **Annexure II** of this Key Information Document. All the disclosures made in this Key Information Document with respect to creation of security are in conformity with the clauses of debenture trustee agreement. All covenants included in the debenture trust deed are disclosed in this Key Information Document.

6.31 **If the security is backed by a guarantee or letter of comfort or any other document of a similar nature, a copy of the same shall be disclosed. In case such document does not contain the 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 issue document.**

Not Applicable

6.32 **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, should be disclosed:*** Please refer to the sub-sections named "*Day Count Basis*" and "*Business Day Convention*" under Section 8.1 of this Key Information Document.

(b) ***Procedure and time schedule for allotment and issue of securities should be disclosed****:* Please refer Section 9 of this Key Information Document.

(c) ***Cash flows emanating from the non-convertible securities shall be mentioned in the offer document, by way of an illustration****:* The cashflows emanating from the Debentures, by way of an illustration, are set out under **Annexure IV** (*Illustration of Bond Cashflows*) of this Key Information Document.

6.33 **Disclosures pertaining to wilful defaulter:**

(a) **The following disclosures shall be made if the issuer or its promoter or director is declared wilful defaulter**:

(i) ***Name of the bank declaring as a wilful defaulter:*** NIL

(ii) ***The year in which it was declared as a wilful defaulter:*** NIL

(iii) ***Outstanding amount when declared as a wilful defaulter:*** NIL

(iv) ***Name of the entity declared as a wilful defaulter:*** NIL

(v) ***Steps taken, if any, for the removal from the list of wilful defaulters:*** NIL

(vi) ***Other disclosures, as deemed fit by the issuer in order to enable investors to take informed decisions:*** Not Applicable

(vii) ***Any other disclosure as specified by the Board***: NIL

(b) **The fact that the issuer or any of its promoters or directors is a wilful defaulter shall be disclosed prominently on the cover page with suitable cross-referencing to the pages**: NIL

6.34 **Undertaking by the Issuer**: Please refer Section 7 of this Key Information Document.

6.35 **Risk Factors**: Please refer Section 4 of this Key Information Document.

6.36 **Attestation by Directors**: Please refer Section 7.3 of the General Information Document.

6.37 **Other details:**

(a) ***Creation of Debenture Redemption Reserve (DRR) / Capital Redemption Reserve (CRR) - relevant legislations and applicability:***

Please refer Section 6.36(a) of the General Information Document for the details in respect of the creation of DRR.

(b) ***Issue/instrument specific regulations - relevant details (Companies Act, 2013, guidelines issued by the Reserve Bank of India, etc.):***

The Issue of Debentures shall be in conformity with the applicable provisions of the Companies Act including the relevant notified rules thereunder, the SEBI Debt Listing Regulations, the LODR Regulations, the Debenture Trustees Regulations, the SEBI Listed Debentures Circulars, and other RBI guidelines and SEBI guidelines applicable to issuance of non-convertible debentures by NBFCs on a private placement basis.

(c) ***Default in Payment:***

Please refer to the sub-section named "*Default Interest Rate*" and "*Additional Disclosures (Default in Payment)*" of Section 8.1 (*Summary Terms*) in respect of the additional interest in the event of a default in payment, and Section 8.2.6.2(a) in respect of the event of default in the event of a default in payment.

(d) ***Delay in Listing:***

Please refer the section named "*Listing (name of stock Exchange(s) where it will be listed and timeline for listing)*" of Section 8.1 (*Summary Terms*) of this Key Information Document in relation to the listing requirements in respect of the Debentures and section named "*Additional Disclosures (Delay in Listing)*" of Section 8.1 (*Summary Terms*) of this Key Information Document in respect of the default interest in the event of delay in listing.

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

(i) The Company shall ensure that the Debentures 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) Each of the Debentures shall be deemed to be allotted to the Debenture Holders on the Deemed Date of Allotment. All benefits relating to the Debentures are available to the Debenture Holders from the Deemed Date of Allotment.

(iii) If the Company fails to allot the Debentures to the Applicants within 60 (sixty) calendar days from the date of receipt of the Application Money ("**Allotment Period**"), it shall repay the Application Money to the Applicants within 15 (fifteen) calendar days from the expiry of the Allotment Period ("**Repayment Period**").

(iv) If the Company fails to repay the Application Money within the Repayment Period, then Company shall be liable to repay the Application Money along with interest at 12% (twelve percent) per annum, gross of withholding taxes, from the expiry of the Allotment Period.

(f) ***Issue details*****:** Please refer Section 8 of this Key Information Document.

(g) ***Application process*****:** The application process for the Issue is as provided in Section 9 of this General Information Document read with the Key Information Document for the relevant issuance of Debentures.

(h) ***Disclosure prescribed under PAS-4 of Companies (Prospectus and Allotment of Securities) Rules, 2014 but not contained in this schedule, if any*****:** The finalised form of the PPOA prepared in accordance with the Form PAS 4 prescribed under the Companies (Prospectus and Allotment of Securities) Rules, 2014 shall be set out in the Key Information Document for the relevant issuance of Debentures.

(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

6.38 **Other matters and reports**

(a) **If the proceeds, or any part of the proceeds, of the issue of the debt securities are or is to be applied directly or indirectly:**

(i) in the purchase of any business; or

(ii) 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 -

(A) 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

(B) 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.

Not Applicable. The proceeds from the issue of Debentures will be utilised in accordance with the Purpose (as set out in Section 8.1 below).

(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**

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

(ii) **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;**

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

(iv) **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 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 sub-section (g) below. 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.

Not Applicable. The proceeds from the issue of Debentures will be utilised in accordance with the Purpose (as set out in Section 8.1 below).

(c) **If:**

(i) the proceeds, or any part of the proceeds, of the issue of the debt securities 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 -

(ii) 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 –

A. 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

B. the assets and liabilities of the other body corporate as on the latest date to which its accounts were made up.

Not Applicable. The proceeds from the issue of Debentures will be utilised in accordance with the Purpose (as set out in Section 8.1 below).

(d) **The said report shall:**

(i) 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

(ii) 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 Section 6.37(c)(ii) above.

Not Applicable

(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 re-scheduling, prepayment, penalty, default shall be disclosed**.

Please refer Section 6.37(e) of the General Information Document for the broad lending and borrowing policy of the Issuer.

(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 are as follows**.

Please refer Section 6.37(f) of the General Information Document for details of the aggregate number of securities of the issuer company and its subsidiary companies purchased or sold.

(g) **The matters relating to: (i) Material contracts; (ii) 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 following contracts, not being contracts entered into in the ordinary course of business carried on by the Issuer or entered into more than 2 (two) years before the date of this Key Information Document which are or may be deemed material have been entered into by the Issuer.

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

S. NO.	NATURE OF CONTRACT
1.	Certified true copy of the memorandum of association, the articles of association, and the certificate of incorporation of the Issuer.
2.	Resolutions dated December 22, 2025, of the board of directors of the Issuer read with the resolution dated June 19 2026, of the borrowing committee of the board of directors of the Issuer.
3.	Resolution dated December 23, 2025, of the shareholders of the Issuer under Section 180(1)(c) of the Companies Act.
4.	Resolution dated December 23, 2025, of the shareholders of the Issuer under Section 180(1)(a) of the Companies Act.

S. NO.	NATURE OF CONTRACT
5.	Annual reports of the Issuer for the last 3 (three) Financial Years.
6.	Credit rating letter, the rating rationale and the press release from the Rating Agency.
7.	Letter from SKI Capital Services Limited dated June 17, 2026, giving its consent to act as Merchant Banker.
8.	Letter from Beacon Trusteeship Limited dated June 19, 2026, giving its consent to act as Debenture Trustee.
9.	Letter from Integrated Registry Management Services Private Limited dated June 19, 2026, giving its consent to act as Register and Transfer Agent.
10.	The tripartite agreement(s) executed between the Issuer, the Registrar and the relevant Depositories.
11.	The application made to BSE for grant of in-principle approval, and the in-principle approval provided by the BSE, each in respect of the General Information Document.
12.	The due diligence certificate(s) issued by the Debenture Trustee pursuant to the SEBI Debenture Trustees Master Circular and the other SEBI Listed Debentures Circulars.
13.	The Transaction Documents (including the Debt Disclosure Documents).

(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**.

Please refer Section 6.37(h) of the General Information Document for 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.

(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**.

Please refer Section 6.37(i) of the General Information Document for 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.

(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.

Please refer Section 6.37(j) of the General Information Document.

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

Please refer Section 6.37(k) of the General Information Document.

6.39 **Summary Terms**: Please refer Section 8.1.

6.40 **Confirmations in respect of Debentures with a face value of INR 10,000 (Indian Rupees Ten Thousand) each**:

Please refer Section 6.40 of the General Information Document.

6.41 **Disclosure in respect of advertisement in newspapers regarding financial results**:

Please refer Section 6.41 of the General Information Document.

6.42 **Details of the issue-wise green shoe option exercised vis-à-vis the base issue size and green shoe portion in issues undertaken in the previous financial year:**

Please refer Section 6.42 of the General Information Document.

SECTION 7: UNDERTAKINGS AND DISCLOSURES BY THE ISSUER AND DIRECTORS

Please refer Section 7 of the General Information Document for the undertakings by the Issuer. Please refer below for the undertaking on security, and attestation by the relevant authorised persons of the Issuer:

7.1 UNDERTAKING ON SECURITY

(a) The assets over which security is proposed to be created to secure the Debentures are sole and absolute property of the Issuer and are free from any mortgage, charge or encumbrance and are not subject to any *lis pendens*, attachment, or other order or process issued by any Governmental Authority.

(b) The assets over which security is proposed to be created to secure the Debentures to meet the hundred percent security cover or higher security cover are 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.

(c) The Issuer hereby undertakes that the assets on which the first ranking exclusive charge is created by the Issuer in favour of the Debenture Trustee to secure the obligations of the Issuer in relation to the Debentures under the terms of the Deed of Hypothecation, being the Hypothecated Assets, are free from any encumbrances. All disclosures made in the Disclosure Document with respect to creation of security are in conformity with the clauses of debenture trustee agreement.

7.2 ATTESTATION

The person(s) authorised by the Issuer hereby attest as follows:

(a) The Issuer is in compliance with the provisions of Securities Contracts (Regulation) Act, 1956 and the Securities and Exchange Board of India Act, 1992, Companies Act, 2013 and the rules and regulations made thereunder.

(b) The compliance with the Securities Contracts (Regulation) Act, 1956 and the Securities and Exchange Board of India Act, 1992, Companies Act, 2013 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 issue document/General Information Document.

(d) Whatever is stated in this form/General Information Document and in the attachments thereto is true, correct and complete and no information material to the subject matter of this form/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.

(e) 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 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.

(f) The contents of the document have been perused by the Board of Directors / Borrowing Committee of the Board of Directors, and the final and ultimate responsibility of the contents mentioned herein shall also lie with the Board of Directors.

(g) The person(s) set out below are duly authorised to attest to the above by the board of directors or the governing body, as the case may be, by a resolution, a copy of which is also disclosed in this General Information Document.

On behalf of the Issuer:

_____	_____
Name: Vineet Sukumar	Name: Umesh Navani
Designation: Managing Director	Designation: Company Secretary and Compliance Officer

SECTION 8: TERMS OF THE ISSUE

8.1 SUMMARY TERMS

Security Name (Name of the non-convertible securities which includes (Coupon/dividend, Issuer Name and maturity year) e.g. 8.70% XXX 2015.	**Series A Debentures**: 9.70% Vivriti Capital NCD Oct 2027 **Series B Debentures**: 9.90% Vivriti Capital NCD Jul 2028
Issuer	Vivriti Capital Limited *(formerly known as Hari and Company Investments Madras Limited, and Hari and Company Investments Madras Private Limited)*
Type of Instrument	Rated, Listed, Senior, Secured, Redeemable, Taxable, Non-Convertible Debentures
Nature of Instrument (Secured or Unsecured)	Secured
Seniority (Senior or Subordinated)	Senior
Eligible Investors	Please refer Section 9.7.
Listing (name of stock Exchange(s) where it will be listed and timeline for listing)	(a) The Issuer shall submit all duly completed documents to the BSE, SEBI, ROC or any other Governmental Authority, as are required under Applicable Law and obtain the listing of the Debentures within the timelines prescribed under the SEBI Listing Timelines Requirements ("**Listing Period**"); (b) The Issuer shall ensure that the Debentures continue to be listed on the wholesale debt market segment of the BSE; and (c) The Issuer shall ensure that the Debentures at all times are rated in accordance with the provisions of the transaction documents and that the rating of the Debentures is not withdrawn until the Final Settlement Date. (d) In the event there is any delay in listing of the Debentures beyond the Listing Period, the Issuer will pay to the Debenture Holders, penal interest of 1% (one percent) per annum over the Interest Rate, from the Deemed Date of Allotment until the listing of the Debentures is completed.
Rating of the Instrument	"ICRA A+/Stable" by ICRA Limited.
Issue Size	**Series A Debentures**: INR 100,00,00,000 (Indian Rupees One Hundred Crore). **Series B Debentures**: INR 100,00,00,000 (Indian Rupees One Hundred Crore).
Minimum Subscription	Minimum application shall not be less than INR 1,00,00,000 (Indian Rupees One Crore) (being 1000 (one thousand) Debentures) and in multiples of 1 (one) Debenture thereafter.
Option to retain oversubscription (Amount)	Not Applicable
Objects of the Issue / Purpose for which there is requirement of funds	a. The funds raised by the Issue shall be utilized by the Issuer for the following purposes ("**Purpose**"): (a) for general corporate purposes of the Issuer; and

	(b) for utilisation in the ordinary course of business of the Issuer (including repayment/re-financing of any existing Financial Indebtedness of the Issuer), each in accordance with Applicable Law (including any guidelines/directions issued by the RBI from time to time). The amount equivalent to 100% of the funds raised by the Issue will be utilized towards the Purpose. The Issuer has not, as of the date of this Key Information Document, determined the specific allocation or the order of priority of utilisation between the objects set out in paragraphs (a) to (b) above. b. The funds raised by the Issue shall be utilised by the Issuer solely for the Purpose and the Issuer shall not use the proceeds of the Issue towards: (a) any capital market instrument such as equity, debt, debt linked, and equity linked instruments; (b) any speculative purposes; (c) investment in the real estate sector, including the acquisition of land, and/or any other real estate business. The expression "real estate business" has the meaning given to it in the Foreign Exchange Management (Non-Debt Instruments) Rules, 2019; and in contravention of Applicable Law (including but not limited to the NBFC Directions and the guidelines, rules or regulations of the RBI applicable to non-banking financial companies).
In case the issuer is a NBFC and the objects of the issue entail loan to any entity who is a 'group company' then disclosures shall be made in the following format:	Not Applicable
Details of the utilization of the Proceeds	a. The funds raised by the Issue shall be utilized by the Issuer for the following purposes ("**Purpose**"): (a) for general corporate purposes of the Issuer; and (b) for utilisation in the ordinary course of business of the Issuer (including repayment/re-financing of any existing Financial Indebtedness of the Issuer), each in accordance with Applicable Law (including any guidelines/directions issued by the RBI from time to time). The amount equivalent to 100% of the funds raised by the Issue will be utilized towards the Purpose. The Issuer has not, as of the date of this Key Information Document, determined

	the specific allocation or the order of priority of utilisation between the objects set out in paragraphs (a) to (b) above. b. The funds raised by the Issue shall be utilised by the Issuer solely for the Purpose and the Issuer shall not use the proceeds of the Issue towards: (d) any capital market instrument such as equity, debt, debt linked, and equity linked instruments; (e) any speculative purposes; (f) investment in the real estate sector, including the acquisition of land, and/or any other real estate business. The expression "real estate business" has the meaning given to it in the Foreign Exchange Management (Non-Debt Instruments) Rules, 2019; and in contravention of Applicable Law (including but not limited to the NBFC Directions and the guidelines, rules or regulations of the RBI applicable to non-banking financial companies).
Coupon/Dividend Rate	**Series A Debentures**: 9.70% (nine decimal seven zero percent) per annum (fixed) payable monthly. **Series B Debentures**: 9.90% (nine decimal nine zero percent) per annum (fixed) payable monthly. The indicative interest payment and redemption schedule is set out in **Annexure IV** (*Illustration of Bond Cash Flows*) (subject to adjustments for Business Day Convention).
Step Up/Step Down Coupon Rate	In case of downgrade of the credit rating of the NCDs as on date of the Deemed Date of Allotment, the Coupon Rate for the balance period would increase by 0.25% for each notch downgrade below "A+" in credit rating and the same will be with effect from the credit rating downgrade date ("**Step Up Coupon Rate**"). Provided however if the rating is restored, then such step up in coupon shall be rolled back in the same manner.
Coupon/Dividend Payment Frequency	Monthly
Coupon/Dividend Payment Dates	Payable monthly on the dates set out in **Annexure IV** (*Illustration of Bond Cash Flows*) subject to adjustments for Business Day Convention.
Cumulative / non cumulative, in case of dividend	Not Applicable.
Coupon Type (Fixed, floating or other structure)	Fixed
Coupon Reset Process (including rates, spread, effective date, interest rate cap and floor etc).	Not Applicable.
Day Count Basis (Actual/Actual)	Actual / Actual
Interest on Application Money	(a) Interest at the Interest Rate (subject to deduction of tax at source, as applicable) will be paid on the Application Money to the Applicants

	from the date of receipt of such Application Money up to (and including) the day occurring 1 (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 pay-in date of the Application Money and the Deemed Date of Allotment are the same, no interest on Application Money will be payable. (b) Where the entire subscription amount has been refunded, the interest on Application Money will be paid along with the refunded amount to the bank account of the Applicant as described in the Application Form by electronic mode of transfer such as (but not limited to) RTGS/NEFT/direct credit. (c) 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 in the bank account of the Applicant as described in the Application Form towards interest on the refunded money by electronic mode of transfer like RTGS/NEFT/direct credit. Details of allotment will be sent to every successful Applicant.
Default Interest Rate	(a) In case of default in payment of interest and / or principal redemption on the due dates, additional interest of at least @ 2% p.a. over the coupon rate on the outstanding principal amount, will be payable by the Issuer for the defaulting period. (b) Delay in Listing: In case of delay in listing of the debt securities within the timelines as mentioned in the clause titled "Listing", the Company will pay penal interest of 2% p.a. over the coupon rate for the period of delay to the investor (i.e. from date of allotment to the date of listing). (c) In the event of delay in execution of Debentures Trust Deed within 3 Months of deemed date of allotment or any other extended period given by the Debenture Trustees & Debentures Holders, the company shall pay penal interest at the rate of 2.00% p.a. over the coupon rate till these conditions are complied with or refund the subscription (i.e. redemption at par) along with other monies/ accrued interest due in respect thereof, at the option of Debenture holders. (d) Non- maintenance of security cover will attract penal interest of 2% p.a. over the coupon rate for the period of non- compliance (e) If, at any time, any other Event of Default occurs and/ or breach of Financial Covenant and / or Holding & Management Covenant and / or Rating Covenant and / or Reporting Covenant, the Issuer agrees to pay an additional coupon at the rate of 2% (Two Percent) per annum over and above the applicable Coupon Rate on all amounts outstanding from the date of occurrence of such a breach/default, until the Debentures are fully redeemed or till the covenants criteria has been replenished.
Tenor	**Series A Debentures**: 15 (fifteen) months 28 (twenty eight) days from the Deemed Date of Allotment. **Series B Debentures**: 24 (twenty-four) months 27 (twenty seven) days from the Deemed Date of Allotment.
Redemption Date	**Series A Debentures**: October 29, 2027, being the date occurring on the expiry of period of 15 (fifteen) months 28 (twenty eight) days from the Deemed Date of Allotment. **Series B Debentures**: July 28, 2028, being the date occurring on the expiry of period of 24 (twenty-four) months 27 (twenty seven) days from the Deemed Date of Allotment.

	The indicative interest payment and redemption schedule is set out in Annexure IV (*Illustration of Bond Cash Flows*).
Redemption Amount	INR 10,000 (Indian Rupees Ten Thousand) per Debenture. The indicative interest payment and redemption schedule is set out in Annexure IV (*Illustration of Bond Cash Flows*) subject to adjustments for Business Day Convention.
Redemption Premium/Discount	Not Applicable.
Issue Price	Not Applicable.
Discount at which security is issued and the effective yield as result of such discount	Not Applicable.
Premium/Discount at which security is redeemed and the effective yield as a result of such premium/discount	Not Applicable.
Put Date	Not Applicable.
Put Price	Not Applicable.
Call Date	Not Applicable.
Call Price	Not Applicable.
Put Notification Time (Timelines by which the investor need to intimate Issuer before exercising the put)	Not Applicable.
Call Notification Time (Timelines by which the Issuer need to intimate investor before exercising the call)	Not Applicable.
Face Value	INR 10,000 (Indian Rupees Ten Thousand) per Debenture.
Minimum subscription amount and in multiples thereafter	Minimum application shall not be less than INR 1,00,00,000 (Indian Rupees One Crore) (being 1000 (one thousand) Debentures) and in multiples of 1 (one) Debenture thereafter.
Issue Timing	
1. Issue Opening Date	June 30, 2026
2. Issue Closing Date	June 30, 2026
3. Date of earliest closing of the issue, if any.	N.A.
4. Pay-in Date	July 01, 2026
5. Deemed Date of Allotment	July 01, 2026
Settlement Mode of the Instrument	Please refer Section 9 below along with the Key Information Document for the relevant issuance of Debentures.
Depository	NSDL and CDSL
Disclosure of Interest/Dividend/ redemption dates	Please refer **Annexure IV** (*Illustration of Bond Cash Flows*) subject to adjustments for Business Day Convention.
Record Date	15 (fifteen) calendar days prior to each Due Date.

All covenants of the issue (including side letters, accelerated payment clause, etc.)	**Representations and Warranties** Please refer Section 8.2.1 of this Key Information Document. **Financial Covenants** Please refer Section 8.2.2 of this Key Information Document. **Reporting Covenants** Please refer Section 8.2.3 of this Key Information Document. **Affirmative Covenants** Please refer Section 8.2.4 of this Key Information Document. **Negative Covenants** Please refer Section 8.2.5 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 Trust Deed and disclosed in the General Information Document	I. **TRANSACTION SECURITY** (a) The Debentures and the Outstanding Amounts in respect thereof shall be secured on or prior to the Deemed Date of Allotment by way of (i) a first ranking, exclusive and continuing charge to be created in favour of the Debenture Trustee pursuant to an unattested deed of hypothecation, dated on or about the Effective Date, executed or to be executed and delivered by the Issuer in a form acceptable to the Debenture Trustee ("**Deed of Hypothecation**") over certain identified book debts/loan receivables of the Issuer as described therein (the "**Hypothecated Assets**"), and (ii) such other security interest as may be agreed between the Issuer and the Debenture Holders ((i) and (ii) above are collectively referred to as the "**Transaction Security**"). (b) The value of the Hypothecated Assets shall at all times, commencing from the Deemed Date of Allotment and until the Final Settlement Date, be at least 1.05 (one decimal zero five) times the value of the Outstanding Principal Amounts along with the accrued interest (the "**Security Cover**") and shall be maintained at all times until the Final Settlement Date. (c) The value of the Hypothecated Assets for this purpose (for both initial and subsequent valuations) shall be the amount reflected as the value thereof in the books of accounts of the Issuer. (d) The Issuer shall create the charge over the Hypothecated Assets on or prior to the Deemed Date of Allotment and perfect such security by filing Form CHG-9 with the ROC and by ensuring and procuring that the Debenture Trustee files Form I with CERSAI within the time period prescribed under the transaction documents. (e) The Issuer shall, to the extent applicable and required under Applicable Law, ensure and procure through the Debenture Trustee, the completion of all relevant filings required to be

	made with any information utility in accordance with the IBC. The Issuer shall cooperate with the Debenture Trustee and/or the Debenture Holders in connection with any assistance the Debenture Trustee and/or Debenture Holders may require for the purpose of submitting information in relation to the Debentures and the transaction documents to any relevant information utility in accordance with the IBC, and to confirm or authenticate all filings and information sought to be uploaded, and update or modify or rectify any errors in such financial information submitted. (f) The Issuer hereby further agrees, declares and covenants with the Debenture Trustee as follows: (i) all the Hypothecated Assets that will be charged to the Debenture Trustee under the transaction documents shall always be kept distinguishable and held as the exclusive property of the Issuer specifically appropriated to the Transaction Security and be dealt with only under the directions of the Debenture Trustee; (ii) the Issuer shall not create any charge, lien or other encumbrance upon or over the Hypothecated Assets or any part thereof except in favour of the Debenture Trustee nor will it do or allow anything that may prejudice the Transaction Security; (iii) the Debenture Trustee shall be at liberty to incur all costs and expenses as may be necessary to preserve the Transaction Security and to maintain the Transaction Security undiminished and claim reimbursement thereof; (iv) the Issuer shall, at the time periods set out in the transaction documents, provide a list of the Hypothecated Assets to the Debenture Trustee over which charge is created and subsisting by way of hypothecation in favour of the Debenture Trustee (for the benefit of the Debenture Holders) and sufficient to maintain the Security Cover; (v) the Issuer shall, within the timelines prescribed under the transaction documents, add fresh receivables/Client Loans to the Hypothecated Assets so as to ensure that the Security Cover is maintained or replace such Hypothecated Assets that do not satisfy the eligibility criteria prescribed in the transaction documents; (vi) the Issuer shall, on a half yearly basis, give full particulars to the Debenture Trustee of all the

	Hypothecated Assets from time to time; (vii) the Hypothecated Assets shall fulfil the eligibility criteria set out in the transaction documents; and (viii) 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, or decree for any indebtedness or liability of the Issuer to the Debenture Trustee and/or the Debenture Holders. II. **SPECIFIC DISCLOSURES** (a) **Type of security**: Identified book debts/loan receivables. (b) **Type of charge**: Hypothecation. (c) **Date of creation of security/ likely date of creation of security**: On or prior to the Deemed Date of Allotment. (d) **Minimum security cover**: At least 1.05 (one decimal zero five) times the value of the Outstanding Principal Amounts along with accrued interest in respect thereof. (e) **Revaluation**: N.A. (f) **Replacement of security**: The Issuer shall, within the timelines prescribed under the transaction documents, add fresh receivables/Client Loans to the Hypothecated Assets so as to ensure that the Security Cover is maintained or replace such Hypothecated Assets that do not satisfy the eligibility criteria prescribed in the transaction documents. (g) **Interest over and above the coupon rate**: (i) In case of any delay in execution of the DTD and/or the Deed of Hypothecation and/or perfection of the Transaction Security by filing Form CHG-9 with the ROC within the prescribed timelines in accordance with Applicable Law, then the Issuer agrees to pay additional interest at the rate of 2% (two percent) per annum above the relevant Interest Rate on the Outstanding Amounts from the date of the occurrence from the Issue Closure Date until such time the DTD and/or the Deed of Hypothecation is executed and/or the Transaction Security is perfected. (ii) In the event of any delay in the execution of any transaction document (including the DTD or the Deed of Hypothecation) or the creation and perfection of Transaction Security in terms thereof, the Issuer will, at the option of the Debenture Holders, either: (A) if so required by the Debenture Holders, refund the Application Money together with interest (including

	interest accrued) at the Interest Rate/discharge the Secured Obligations; and/or pay to the Debenture Holders additional interest at the rate of 2% (two percent) per annum on the Outstanding Principal Amounts in addition to the relevant Interest Rate until the relevant transaction document is duly executed and perfected in terms thereof or the Secured Obligations are discharged (whichever is earlier).
Transaction Documents	means: (a) the DTD; (b) the Debenture Trustee Agreement; (c) the Deed of Hypothecation; (d) the Debt Disclosure Documents; (e) the letters issued by, and each memorandum of understanding/agreement entered into with, the Rating Agency, the Debenture Trustee and/or the Registrar; (f) each tripartite agreement between the Issuer, the Registrar and the relevant Depository; (g) all other documents, undertakings, letter-agreement(s), and the resolutions of the Issuer comprising the Conditions Precedent in relation to the issuance of the Debentures; and (h) any other document that may be designated as a Transaction Document by the Debenture Trustee or the Debenture Holders, and "Transaction Document" means any of them.
Conditions precedent to Disbursement	The Issuer shall, prior to the Deemed Date of Allotment, fulfil the following conditions precedent, each in a form and manner satisfactory and acceptable to the Debenture Trustee/the Applicants: **AUTHORISATIONS** (a) a copy of the Constitutional Documents certified as correct, complete and in full force and effect by an authorised person of the Issuer; (b) copies of the authorisations, approvals and licenses received by the Issuer from the RBI; (c) a copy of the resolution of the Issuer's board of directors and any resolution of any committee of the board of directors authorising the execution, delivery and performance of the transaction documents certified as correct, complete and in full force and effect by an authorised person of the Issuer; (d) a copy of the resolution of the shareholders of the Issuer in accordance with Section 180(1)(c) of the Companies Act approving the borrowing contemplated under the transaction documents certified as correct, complete and in full force and effect by an authorised person of the

	Issuer; (e) a copy of the resolution of the shareholders of the Issuer in accordance with Section 180(1)(a) of the Companies Act approving the creation of Transaction Security in accordance with the terms of the transaction documents certified as correct, complete and in full force and effect by an authorised person of the Issuer; **TRANSACTION DOCUMENTS** (f) execution, delivery and stamping of the transaction documents (including the Debt Disclosure Documents) in a form and manner satisfactory to the Debenture Trustee; **CERTIFICATES AND CONFIRMATIONS** (g) copies of the rating letter and the rating rationale issued by the Rating Agency in relation to the Debentures; (h) a copy of the consent from the Debenture Trustee to act as the debenture trustee for the issue of Debentures; (i) a copy of the consent from the Registrar for the issue of Debentures; (j) a copy of the tripartite agreement(s) executed between the Issuer, the Registrar and the relevant Depository; **OTHERS** (k) evidence that all "know your customer" requirements prescribed by the Debenture Trustee and the Applicants have been provided/fulfilled; (l) the audited financial statements of the Issuer for the Financial Year ended March 31, 2025, and the unaudited financial statements of the Issuer for the most recent half-year or financial quarter (to the extent applicable); (m) a copy of the in-principle approval provided by the BSE in respect of the General Information Document; (n) a copy of the International Securities Identification Number (ISIN) in respect of the Debentures; (o) evidence that all "know your customer" requirements to the satisfaction of the Debenture Trustee/the Applicants has been provided, together with copies of (i) self-attested/certified "know your customer" documents in respect of the Issuer, (ii) the Large Entity Identifier (LEI) number, and (iii) self-attested "know your customer" documents (including passport) of the authorized signatory(ies) of the Issuer that are executing the transaction documents; (p) a copy of the declaration from the beneficial owners as per the Reserve Bank of India (Know Your Customer (KYC)) Directions, 2016 (as

	amended from time to time), in the form and manner agreed with the Debenture Trustee; (q) a certificate from the authorised signatories of the Issuer addressed to the Debenture Trustee confirming as on the Deemed Date of Allotment/the date of the certificate that: (i) the details of the persons authorised to sign the transaction documents and any document to be delivered under or in connection therewith on behalf of the Issuer have the authority to execute and deliver on its behalf such documents, together with the names, titles and specimen signatures of such authorised signatories; (ii) the Issuer has the necessary power under the Constitutional Documents to borrow monies by way of the issuance of the Debentures and create the Transaction Security to secure such Debentures; (iii) the issuance of the Debentures and the creation of security over the Hypothecated Assets will not cause any limit, including any borrowing or security providing limit binding on the Issuer to be exceeded; (iv) the representations and warranties contained in the transaction documents are true and correct in all respects; (v) no Event of Default has occurred or is subsisting; (vi) no Material Adverse Effect has occurred; and (vii) no investor or shareholder consent/approval, pursuant to the articles of association of the Issuer or any shareholders' agreements or other documents/instruments entered into by the Issuer and its shareholders and investors, is required for the Issuer to enter into or perform its obligations under the transaction documents; (r) a certificate from an independent chartered accountant confirming that (i) the issuance of the Debentures would not cause any borrowing, or any other similar limit binding on the Issuer to be exceeded, and (ii) the issuance of the Debentures and the creation of security interest in accordance with the transaction documents would not breach any limits under the Constitutional Documents of the Issuer, the terms of any other contractual arrangements entered into by the Issuer or any limits prescribed by the shareholders or the board of directors of the Issuer; (s) a certificate from an independent chartered accountant certifying that other than as disclosed, there are no proceedings or claims for the recovery of any Tax pending against the Issuer including, without limitation, any income tax proceedings requiring it to obtain the

	consent of the "Assessing Officer" under Section 281(1) of the Income Tax Act, 1961 for the purpose of creating the Transaction Security; **(t)** a copy of the due diligence certificate(s) from the registered merchant banker appointed in terms of the SEBI circular no. SEBI/HO/DDHS/DDHS-PoD-1/P/CIR/2024/94 dated July 3, 2024, on "*Reduction in denomination of debt securities and non-convertible redeemable preference shares*"; (u) copies of the due diligence certificates from the Debenture Trustee in accordance with Chapter II (*Due Diligence by Debenture Trustees*) of the SEBI Debenture Trustee Master Circular and the Debt Listing Regulations; and such other information, documents, certificates, opinions and instruments as the Debenture Trustee and the Applicants may request in connection with the transactions contemplated under the transaction documents.
Conditions Subsequent to Disbursement	The Issuer shall fulfil the following conditions subsequent, to the satisfaction of the Debenture Trustee, following the Deemed Date of Allotment: (a) the Issuer shall ensure that the Debentures 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; (b) the Issuer shall make the application for listing of the Debentures and obtain listing of the Debentures within the time period prescribed under the SEBI Listing Timelines Requirements; (c) the Issuer shall file a return of allotment of securities under Form PAS-3 in accordance with the Companies (Prospectus and Allotment of Securities) Rules, 2014 with the ROC within 15 (fifteen) calendar days of Deemed Date of Allotment, along with a list of the Debenture Holders and with the prescribed fee; (d) the Issuer shall, in respect of the Deed of Hypothecation, file a copy of Form CHG-9 with ROC and shall provide any information and all assistance that the Debenture Trustee may require to enable it to file the prescribed Form I with CERSAI, each within 30 (thirty) days from the date of execution of the Deed of Hypothecation; (e) the Issuer shall, in accordance with the timelines prescribed under the LODR Regulations, provide the details in respect of the utilisation of the proceeds of the Debentures certified by an independent chartered accountant and/or the statutory auditors of the Issuer in accordance with the LODR Regulations; (f) copies of the due diligence certificates from the Debenture Trustee in accordance with Chapter II (*Due Diligence by Debenture Trustees*) of the SEBI Debenture Trustee Master Circular and the Debt Listing Regulations; and comply with such other conditions (including uploading/submitting of any information or documents to the SEBI/BSE) and provide such other information and documents as the Debenture Holders may reasonably request or as may be

	required under Applicable Law (including without limitation, the Companies Act, and any guidelines/circulars issued by the SEBI).
Event of Default (including manner of voting /conditions of joining Inter Creditor Agreement)	Please refer to Section 8.2.6.2 below.
Creation of recovery expense fund	The Issuer hereby undertakes and confirms that it shall, within the time period prescribed under Chapter IV of the SEBI Debenture Trustees Master Circular, establish and maintain the Recovery Expense Fund in such manner/mode as is prescribed under Chapter IV of the SEBI Debenture Trustees Master Circular.
Conditions for breach of covenants (as specified in Debenture Trust Deed)	Please refer sections named "*Default Interest Rate*" above and Section 8.2.6.2 below.
Provisions related to Cross Default	(a) If the Issuer: (i) defaults in any payment of Financial Indebtedness beyond the period of grace if any, provided in the instrument or agreement under which such Financial Indebtedness was created; (ii) any Financial Indebtedness of the Issuer is declared to be due and payable, or would permit to be prepaid other than by a regularly scheduled required prepayment, (whether or not such right shall have been waived) prior to the stated maturity thereof, PROVIDED THAT if any of the abovementioned Events of Default are capable of being remedied in the sole discretion of the Majority Debenture Holders, the Majority Debenture Holders may provide a cure period as they deem appropriate. The Issuer admits its inability to pay its debts as they fall due, or suspends making payments on any of its debts or, by reason of actual or financial difficulties or proceedings for taking it into liquidation have been admitted by any competent court or a moratorium or other protection from its creditors is declared or imposed in respect of any indebtedness of the Company.
Roles and Responsibilities of the Debenture Trustee	In addition to the powers conferred on the Debenture Trustee in the transaction documents and Applicable Law, and without limiting the liability of the Debenture Trustee, it is agreed as follows: (a) the Debenture Trustee may, in relation to the transaction documents, 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 Issuer or by the Debenture Trustee or otherwise; (b) subject to the approval of the Debenture Holders by way of a Special Resolution passed at a meeting of the Debenture Holders held for determining the liability of the Debenture Trustee, the Debenture Trustee shall, as regards all trusts, powers, authorities and discretions, have the discretion as to the exercise thereof and to the mode and time of exercise thereof. In the absence of any fraud, gross negligence, willful misconduct or breach of trust the Debenture Trustee shall not be responsible for any loss, costs, charges, expenses or inconvenience

	that may result from the aforementioned exercise or non-exercise thereof. The Debenture Trustee shall not be bound to act at the request or direction of the Debenture Holders under any provisions of the transaction documents unless sufficient amounts shall have been provided or provision to the satisfaction of the Debenture Trustee has been made for providing such amounts and the Debenture Trustee is indemnified to its satisfaction against all further costs, charges, expenses and liability which may be incurred in complying with such request or direction; (c) with a view to facilitating any dealing under any provisions of the transaction documents, subject to the Debenture Trustee obtaining the consent of the Majority Debenture Holders, the Debenture Trustee shall have (i) the power to consent (where such consent is required) to a specified transaction or class of transactions (with or without specifying additional conditions); and (ii) to determine all questions and doubts arising in relation to the interpretation or construction any of the provisions of the transaction documents; (d) the Debenture Trustee shall not be responsible for the amounts paid by the Applicants for the Debentures; (e) [INTENTIONALLY LEFT BLANK] (f) the Debenture Trustee and each receiver, attorney, manager, agent or other person appointed by it for the purposes of this Issue shall, subject to the provisions of the Companies Act, be entitled to be indemnified by the Issuer in respect of all liabilities and expenses incurred by them in the execution or purported execution of the powers and trusts thereof; (g) subject to the approval of the Debenture Holders by way of a Special Resolution passed at a meeting of Debenture Holders held for determining the liability of the Debenture Trustee and in the absence of fraud, gross negligence, willful misconduct or breach of trust, the Debenture Trustee shall not be liable for any of its actions or deeds in relation to the transaction documents; (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 and in the absence of fraud, gross negligence, willful misconduct or breach of trust, the Debenture Trustee, shall not be liable for any default, omission or delay in performing or exercising any of the powers or trusts herein expressed or contained herein or in enforcing the covenants contained herein or in giving notice to any person of the execution hereof or in taking any other steps which may be necessary, expedient or desirable or for any loss or injury which may be occasioned by reason thereof unless the Debenture Trustee shall have been previously requested by notice in writing to perform, exercise or do any of such steps as aforesaid given in writing by the Majority Debenture Holders or by a Majority Resolution duly passed at a meeting of the Debenture

	Holders. The Debenture Trustee shall not be bound to act at the request or direction of the Debenture Holders under any provisions of the transaction documents unless sufficient amounts shall have been provided or provision to the satisfaction of the Debenture Trustee has been made for providing such amounts and the Debenture Trustee is indemnified to its satisfaction against all further costs, charges, expenses and liability which may be incurred in complying with such request or direction; (i) notwithstanding anything contained to the contrary in the transaction documents, 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 or documents from the Issuer pursuant to the transaction documents within 2 (two) Business Days of receiving such information or document from the Issuer; (k) the Debenture Trustee shall have the right to rely on notices, communications, advertisement or any information on the website of the Issuer or any other related party with respect to issue of Debentures; and (l) the Debenture Trustee shall, until the Final Settlement Date, adhere to and comply with its obligations and responsibilities under the SEBI Debenture Trustees Master Circular. PROVIDED THAT nothing contained in this sub-section named "*Role and Responsibilities of the Debenture Trustee*", shall exempt the Debenture Trustee or any receiver, attorney, manager, agent or other person appointed by the Debenture Trustee for the purposes of this Issue from or indemnify them against any liability for breach of trust nor any liability which by virtue of any rule or Applicable Law would otherwise attach to them in respect of any negligence, default or breach of trust which they may be guilty of in relation to their duties hereunder.
Risk factors pertaining to the issue	Please refer Section 4 (*Risk Factors*) of this General Information Document.
Governing Law & Jurisdiction	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.
Business Day Convention	(a) Interest and all other charges shall accrue based on an actual/actual basis. (b) All payments in respect of the Debentures required to be made by the Issuer shall be made on a Business Day. (c) If any Due Date on which any interest or additional interest is payable falls on a day which is a Sunday or is not a Business Day, the payment to be made on such Due Date shall be made on the succeeding Business Day. (d) If any Due Date on which any Outstanding Principal Amounts are

	payable falls on a day which is a Sunday or is not a Business Day, the payment to be made on such Due Date shall be made on the preceding Business Day. (e) If the Final Redemption Date falls on a day which is a Sunday or is not a Business Day, the payment of any amounts in respect of the Outstanding Principal Amounts to be made shall be made on the preceding Business Day. (f) In the absence of anything to the contrary, if any day for performance of any acts under the transaction documents (other than those set out in paragraph (c) to paragraph (e) above) falls on a day which is not a Business Day, such acts shall be performed shall be made on the succeeding Business Day.
Additional Disclosures (Security Creation)	(a) In case of any delay in execution of the DTD and/or the Deed of Hypothecation and/or perfection of the Transaction Security by filing Form CHG-9 with the ROC within the prescribed timelines in accordance with Applicable Law, then the Issuer agrees to pay additional interest at the rate of 2% (two percent) per annum above the relevant Interest Rate on the Outstanding Amounts from the date of the occurrence from the Issue Closure Date until such time the DTD and/or the Deed of Hypothecation is executed and/or the Transaction Security is perfected. (b) In the event of any delay in the execution of any transaction document (including the DTD or the Deed of Hypothecation) or the creation and perfection of Transaction Security in terms thereof, the Issuer will, at the option of the Debenture Holders, either: (i) if so required by the Debenture Holders, refund the Application Money together with interest (including interest accrued) at the Interest Rate/discharge the Secured Obligations; and/or (ii) pay to the Debenture Holders additional interest at the rate of 2% (two percent) per annum on the Outstanding Principal Amounts in addition to the relevant Interest Rate until the relevant transaction document is duly executed and perfected in terms thereof or the Secured Obligations are discharged (whichever is earlier).
Additional Disclosures (Default in Payment)	If, at any time, a Payment Default occurs, the Issuer agrees to pay an additional interest at the rate of 2% (two percent) per annum above the relevant Interest Rate on the Outstanding Amounts from the date of the occurrence of such Payment Default until such Payment Default is cured or the Debentures are fully redeemed by the Issuer (whichever is earlier), on each Interest Payment Date occurring during the aforementioned period.
Additional Disclosures (Delay in Listing)	In respect of any tranche/series of Debentures issued pursuant to this General Information Document and the Key Information Document for the relevant issuance of Debentures, if there is any delay in listing of the Debentures beyond the Listing Period, the Issuer will pay to the Debenture Holders, penal interest of 1% (one percent) per annum over the interest rate in respect of the Debentures set out in the Key Information Document for the relevant issuance of Debentures from the Deemed Date of Allotment until the listing of the Debentures is completed.
Declaration required by BSE Limited	(a) This Issue of Debentures does not form part of non-equity regulatory capital mentioned under Chapter V of the Securities and Exchange Board of India (Issue and Listing of Non-Convertible Securities) Regulations, 2021 read with Chapter XIII (Issuance, listing and trading

	non-equity regulatory capital) of the circular issued by SEBI bearing the reference number SEBI/HO/DDHS/PoD1/P/CIR/2024/54 dated May 22, 2024 on "*Master Circular for issue and listing of Non-convertible Securities, Securitised Debt Instruments, Security Receipts, Municipal Debt Securities and Commercial Paper*". (b) The face value of each debt security/Debenture issued on private placement basis under this Issue is INR 10,000 (Indian Rupees Ten Thousand).

Note:

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

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

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

d. The issuer shall provide granular disclosures in their General 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".

8.2 TERMS OF THE TRANSACTION DOCUMENTS

8.2.1. Representations and Warranties of the Issuer

The Issuer makes the representations and warranties set out in this Section 8.2.1 (*Representations and Warranties of the Issuer*) to the Debenture Trustee for the benefit of the Debenture Holders as on the Effective Date, which representations shall be deemed to be repeated on each day until the Final Settlement Date.

(a) ***Status***

(i) The Issuer has been duly incorporated, organised and is validly existing under Applicable Law.

(ii) The Issuer is a non-banking financial company registered with the RBI or such other regulatory authority (if applicable) and such registration is valid and subsisting.

(iii) The Issuer has the corporate power, authority and all material permits, approvals, authorizations, licenses, registrations, and consents including registrations, to own and operate its Assets and to carry on its business in substantially the same manner as it is currently 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 the Issuer of, and the transactions contemplated by the transaction documents do not and will not conflict with:

(i) any Applicable Law (including without limitation, any laws and regulations regarding anti-money laundering or terrorism financing and similar financial sanctions);

(ii) its Constitutional Documents; or

(iii) any agreement or instrument binding upon it or any of its Assets, including but not limited to any terms and conditions of the Financial Indebtedness availed by the Issuer.

(d) ***Power and authority***

It has the power to issue the Debentures and enter into, perform and deliver, and has taken all necessary action to authorize its entry into, performance and delivery of, the transaction documents to which it is a party and the transactions contemplated by such 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***

(i) No Event of Default has occurred and is continuing or would be expected as a result from the execution or performance of any transaction documents or the issuance of the Debentures.

(ii) 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 Issuer or any of its Assets, which might have a Material Adverse Effect.

(g) ***Ranking***

The payment obligations of the Issuer under the transaction documents rank at least *pari passu* with the claims of all of its other senior secured creditors, except for obligations mandatorily preferred by Applicable Law applying to companies generally.

(h) ***Legal/ Litigation Matters***

(i) There are no claims, investigations, or proceedings before any court, tribunal or governmental authority in progress or pending against or relating to the Issuer, which would have a Material Adverse Effect.

(ii) There are no unfulfilled or unsatisfied judgments or court orders in respect of the Issuer.

(iii) The Issuer has not taken any action nor has it taken any legal proceedings or other procedure or steps in relation to any bankruptcy proceedings or no order has been passed for its winding-up, dissolution or re-organization or for the enforcement of any security over its assets or for the appointment of a liquidator, supervisor, receiver, administrator, administrative receiver, trustee or other similar officer for it.

(i) ***No misleading information***

All information provided by the Issuer to the Debenture Trustee/Debenture Holders 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 and is not misleading.

(j) ***Compliance; Corporate Matters***

(i) The Issuer has complied with Applicable Law, including without limitation, the Debt Listing Regulations and all other Applicable Law in respect of the issuance of the Debentures and for the performance if the Issuer of its obligations with respect to the Debentures, and to carry on its business.

(ii) There has not been and there is no investigation or enquiry by, or order, decree, decision or judgment of any Governmental Authority issued or outstanding or to the best of the Issuer's knowledge (after making due and careful enquiry), anticipated against the Issuer which would have a Material Adverse Effect.

(iii) No notice or other communication (official or otherwise) from any Governmental Authority has been issued or is outstanding or to the best of the Issuer'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 which would have a Material Adverse Effect.

(iv) The Issuer shall complete all necessary formalities including all filings with and notices to the relevant regulatory authorities as may be required, including but not limited to the designated stock exchange (if applicable) and the ROC and obtain all consents and approvals required for the completion of the Issue.

(v) All legal and procedural requirements specified in the Constitutional Documents or required under Applicable Law have been duly complied with in all respects in relation to the issue of the Debentures.

(vi) The registers and minute books (including the minutes of the board and general meetings) required to be maintained by the Issuer under Applicable Law:

(A) are up-to-date and have been maintained in accordance with Applicable

Law;

(B) comprise complete and accurate records of all information required to be recorded in such books and records; and

(C) no notice or allegation that any of them are incorrect and/or should be rectified has been received.

(k) ***Assets***

Except for the security interests and encumbrances created and recorded with the ROC (available using CIN: U65929TN2017PLC117196) on the website http://www.mca.gov.in/MCA21/index.html under the heading Index of Charges), the Issuer 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.

(l) ***Financial statements; Accounts and Records***

(i) Its audited financial statements most recently provided to the Debenture Trustee were prepared in accordance with Applicable Accounting Standards consistently applied save to the extent expressly disclosed in such financial statements.

(ii) Its audited financial statements provided to the Debenture Trustee, give a true and fair view and represent its financial condition and operations during the Financial Year save to the extent expressly disclosed in such financial statements.

(iii) The books of accounts of the Issuer have been fairly and properly maintained, the accounts of the Issuer have been prepared in accordance with Applicable Law and the Applicable Accounting Standards, so as to give a true and fair view of the business (including the assets, liabilities and state of affairs) of the Issuer and its subsidiaries (as defined in the Companies Act). The Issuer 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.

(m) ***Solvency***

(i) The Issuer is able to, and has not admitted its inability to, pay its debts as they mature and has not suspended from making payment of 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 the transaction documents.

(ii) The Issuer, 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 Financial Indebtedness.

(iii) The value of the Assets of the Issuer is more than its liabilities (taking into account contingent and prospective liabilities) and it has sufficient capital to carry on its business.

(iv) The Issuer 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 Applicable Law in respect of the Issuer (including pursuant to the IBC, the Insolvency and Bankruptcy (Insolvency and Liquidation Proceedings of Financial Service Providers and Application to Adjudicating Authority) Rules, 2019) as amended from time to time.

(vi) No reference has been made, or enquiry or proceedings commenced, in respect of the Issuer, 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 Stressed Assets Framework).

(n) ***Hypothecated Assets***

(i) The Hypothecated Assets are the sole and absolute property of the Issuer, and the Issuer has a clear and marketable title to the Hypothecated Assets.

(ii) Other than the security interest created/to be created pursuant to the transaction documents, the Hypothecated Assets are free from any other mortgage, charge or encumbrance and are not subject to any *lis pendens*, attachment, or other order or process issued by any Governmental Authority.

(iii) None of the Client Loans comprising the Hypothecated Assets have been previously sold, transferred or assigned to any other bank or financial institution.

(iv) The transaction documents executed or to be executed constitute, and shall constitute legal, valid and enforceable security interest in favour of the Debenture Trustee and for the benefit of the Debenture Holders on all the assets thereby secured and all necessary and appropriate consents for the creation, effectiveness, priority and enforcement of such security have been obtained.

(v) The Issuer is not aware of any document, judgment or legal process or defects affecting the title, ownership of the Hypothecated Assets which has remained undisclosed and/or which may have a Material Adverse Effect.

(o) ***Material Adverse Effect***

No Material Adverse Effect has occurred.

(p) ***Illegality***

It is not illegal or unlawful for the Issuer to perform any of its obligations under the transaction documents.

(q) ***Tax Laws***

(i) The Issuer has complied with all the requirements as specified under the Tax laws as applicable to the Issuer in relation to returns, computations, notices and information which are, or are required to be made or given by the Issuer to any Tax authority for taxation, and for any other Tax or duty purposes, have been made and are correct.

(ii) The Issuer has not received any material notice of any Tax disputes or other liabilities of Taxes in respect of which a claim has been made or notice has been issued against the Issuer.

(r) ***No Immunity***

Neither the Issuer nor any of its Assets are entitled to immunity from suit, execution, attachment or other legal process in its jurisdiction of incorporation. The issuance of the Debentures (and the transaction documents) constitutes, and the exercise of the Issuer's rights and performance of and compliance with its obligations in relation thereto, will constitute, private and commercial acts done and performed for private and commercial purposes.

(s) ***Confirmations pursuant to the Debt Listing Regulations***

With effect from the date of filing of the draft Debt Disclosure Documents with the BSE, as on the date of filing of the draft Debt Disclosure Documents with the BSE in accordance with the Debt Listing Regulations:

(i) the Issuer, the promoters (as defined in the Debt Listing Regulations) of the Issuer, the Promoter Group (as defined in the Debt Listing Regulations) of the Issuer or the directors of the Issuer have not been debarred from accessing the securities market or dealing in securities by SEBI;

(ii) no promoter (as defined in the Debt Listing Regulations) of the Issuer or director of the Issuer is a promoter or director of any another company which is debarred from accessing the securities market or dealing in securities by SEBI;

(iii) no promoter (as defined in the Debt Listing Regulations) of the Issuer or director of the Issuer is a fugitive economic offender; and

(iv) no fines or penalties levied by SEBI or any of the stock exchanges is pending to be paid by the Issuer.

(t) ***SCORES Authentication***

The Issuer has received the Securities and Exchange Board of India Complaints Redress System (SCORES) authentication prior to the Deemed Date of Allotment.

8.2.2. **Financial Covenants**

Until the Final Settlement Date, the Issuer shall:

(i) maintain its Capital Adequacy Ratio which is 2% (two percent) higher than the threshold for Capital Adequacy Ratio as may be prescribed by the RBI from time to time;

For the purpose of calculation of minimum Capital Adequacy Ratio:

(a) credit enhancements provided by the Issuer on securitization shall be reduced from Tier 1 Capital and Tier 2 Capital without any ceiling. The deduction shall be made at 50% (fifty percent) from Tier 1 Capital and 50% (fifty percent) from Tier 2 Capital;

(b) first loss default guarantee or second loss default guarantee provided by the Company on co-lending/business correspondent portfolio shall be reduced from Tier 1 Capital without any ceiling; and

(c) it is also clarified that in computing the amount of subordinated debt eligible for inclusion in Tier 2 Capital, the aforementioned subordinated debt shall be subject

to discounting as prescribed by the RBI;

(ii) ensure that the ratio of A:B, where A is the aggregate Financial Indebtedness of the Issuer, and B is the aggregate Equity of the Issuer, does not exceed 5 (five) times;

(iii) ensure that the Issuer's Net NPA does not exceed 3% (three percent) of the net advances as of the last day of the relevant period;

(iv) ensure that Mr. Vineet Sukumar (having the Permanent Account Number (PAN) ATYPS8757R and residing at 4, KG Valmiki Apartments, 3rd Seaward Road, Thiruvalluvar Nagar, Thiruvanmiyur, Chennai, Tamil Nadu - 600041, India) continues to be the Managing Director/Executive Director of the Issuer; and

The financial covenants set out in this Section 8.2.2 (*Financial Covenants*) shall be tested, until the Final Settlement Date, on a quarterly basis (i.e., as on each Quarterly Date).

The financial covenants set out in this Section 8.2.2 (*Financial Covenants*) shall be certified by the statutory auditor of the Issuer or a chartered accountant (as may be agreed between the Parties) within 60 (sixty) calendar days from each Quarterly Date.

8.2.3. **Reporting Covenants**

The Issuer shall provide or cause to be provided to the Debenture Trustee and to the Debenture Holders (if so requested by the Debenture Holders), in form and substance reasonably satisfactory to the Debenture Trustee, each of the following items:

(a) as soon as available, and in any event within 120 (one hundred and twenty) calendar days after the end of each Financial Year:

(i) certified copies of its audited consolidated and non-consolidated (if any) financial statements for its most recently completed financial year, prepared in accordance with Applicable Accounting Standards including its balance sheet, income statement and statement of cash flow;

(ii) a certificate from a director/chief financial officer of the Issuer confirming that no Event of Default or potential Event of Default has occurred or is subsisting; and

(iii) such other information as may be required to be complied by the Issuer as per the Applicable Law;

(b) within 60 (sixty) calendar days after each Quarterly Date, in the format acceptable to Debenture Trustee:

(i) certified copies of its unaudited consolidated and non-consolidated (if any) quarterly financial statements for the preceding financial quarter, prepared in accordance with Applicable Accounting Standards including its balance sheet, income statement and statement of cash flow;

(ii) the management information systems (MIS) statements on operations, portfolio at risk data and write-off, restructured portfolio, monthly collection and monthly collection efficiency, monthly disbursement data;

(iii) certified list of the directors of the Issuer and the shareholding pattern of the Issuer, each as certified by the company secretary of the Issuer;

(iv) the details of transactions with related parties of the Issuer and balances outstanding on a quarterly basis which has a Material Adverse Effect;

(v) the debt profile of the Issuer (including without limitation, the non-convertible debentures issued by the Issuer);

(vi) the asset liability management (ALM) statement of the Issuer for the relevant financial quarter;

(vii) the liquidity position of the Issuer at the end of the relevant financial quarter, in a format and manner acceptable to the Debenture Holders;

(viii) all information/documents required to be submitted by the Issuer to the RBI on a quarterly basis in respect of such financial quarter;

(ix) information on any fraud amounting to more than 5% (five percent) of Gross Loan Portfolio;

(x) (if applicable) a certificate from the management confirming that the Issuer is in compliance with Digital Lending Guidelines (reference RBI as of August 10, 2022 and September 2, 2022);

(xi) the details with respect to change in any accounting practices/policies of the Issuer;

(xii) such other information as may be required to be complied by the Issuer as per the Applicable Law; and

(xiii) if so required, a certificate signed by a director or the chief financial officer of the Issuer stating that the Issuer is in compliance with all the financial covenants prescribed in Section 8.2.2 (*Financial Covenants*);

(c) as soon as practicable and in any event within 15 (fifteen) days of the occurrence, provide the information/details with respect to:

(i) any change in the shareholding structure in the Issuer exceeding 5% (five percent) of the total shareholding of the Issuer (on a fully diluted basis);

(ii) any change in the composition of the board of directors of the Issuer;

(iii) any change in key managerial personnel of the Issuer;

(iv) any amendment/changes to the Constitutional Documents of the Issuer which is detrimental to the rights of the Debenture Holders under the transaction documents;

(v) any occurrence of a Material Adverse Effect (in the opinion of the Issuer);

(vi) any dispute, litigation, arbitration, investigation, legal proceeding, administrative proceedings, or notice filed, initiated or instituted against/ received by the Issuer which if adversely determined would result in Material Adverse Effect;

(vii) the resignation of the statutory auditor of the Issuer;

(viii) any changes in accounting practices/policies of the Issuer; and

(ix) any prepayment of any Financial Indebtedness by the Issuer or any notice received for prepayment of any Financial Indebtedness of the Issuer, owing to occurrence of an event of default (howsoever described);

(d) without prejudice to any other obligations under this Section 8.2.3 (*Reporting Covenants*), as soon as practicable and in any event within 2 (two) Business Days of the occurrence, provide the information/details with respect to:

(i) payment default in any Financial Indebtedness/obligations to any creditors of the Issuer;

(ii) any application or petition filed for the dissolution or re-organization of the Issuer; and

(iii) occurrence of any Event of Default;

(e) the Issuer shall provide to the Debenture Trustee and to the Debenture Holder(s), information in respect of and not later than 5 (Five) Business Days from the occurrence of any dispute/ litigation/ investigation/ legal proceeding/ notice instituted against/ received by the Issuer that has a Material Adverse Effect;

(f) promptly provide information to the Debenture Trustee of occurrence of such events if required by applicable regulations; and

(g) as soon as practicable and in any event within the timelines prescribed by the Debenture Trustee (and Applicable Law), such other information (including in respect of business, property and affairs of the Issuer that materially impacts the interests of the Debenture Holders), notifications, details, documents, reports, statements and certificates (including from chartered accountants, auditors and/or directors of the Issuer and copies of reports, balance sheets, profit and loss accounts) as may be required by the Debenture Trustee from time to time, to ensure compliance with the provisions of the Applicable Law, including but not limited to the Debenture Trustees Regulations and the Companies (Share Capital and Debentures) Rules, 2014.

8.2.4. **Affirmative Covenants**

The Issuer shall, until the Final Settlement Date:

(a) ***Use of Proceeds***

use the proceeds of the Issue only for the Purpose and in accordance with Applicable Law and the transaction documents;

(b) ***Costs and Expenses***

pay all reasonable costs, charges and expenses in any way incurred by the Debenture Trustee towards protection of the 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 Issuer before they are incurred and shall not include any foreign travel costs;

(c) ***Payment of Rents, etc.***

pay all rents, royalties, taxes, rates, levies, cesses, assessments, impositions and outgoings, governmental, municipal or otherwise imposed upon or payable by the Issuer as and when such amounts are payable unless contested in good faith;

(d) ***Preserve Corporate Status***

(i) diligently preserve and maintain its corporate existence and status and all rights,

privileges, and concessions now held or hereafter acquired by it in the conduct of its business;

(ii) comply with all acts, authorisations, consents, permissions, rules, regulations, orders and directions of any Governmental Authority; and

(iii) 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 Outstanding Amounts might or would be hindered or delayed;

(e) ***Pay Stamp Duty***

pay all such stamp duty (including any additional stamp duty), other duties, taxes, charges and penalties, if and when the Issuer may be required to pay with respected to transaction documents according to the applicable state laws. In the event the Issuer fails to pay such stamp duty, other duties, taxes and penalties as aforesaid, the Debenture Trustee shall be at liberty (but shall not be bound) to pay such amounts and the Issuer shall reimburse the aforementioned amounts to the Debenture Trustee on demand.

(f) ***Furnish Information to Debenture Trustee***

The Issuer shall:

(i) provide to the Debenture Trustee or its nominee(s)/ agent(s) such information/copies of relevant extracts as they may require on any matters relating to the business of the Issuer or to investigate the affairs of the Issuer;

(ii) allow the Debenture Trustee to make such examination and investigation as and when deemed necessary and shall furnish the Debenture Trustee with all such information as they may require and shall pay all reasonable costs, charges and expenses incidental to such examination and investigation;

(iii) furnish quarterly reports to the Debenture Trustee (as may be required in accordance with Applicable Law) 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 resolved and unresolved by the Issuer along with the reasons for the same; and

(D) a statement that the Hypothecated Assets are sufficient to discharge the claims of the Debenture Holders as and when they become due;

(iv) provide a periodical status/performance report within 7 (seven) days of the relevant board meeting of the Issuer, or within 45 (forty five) days of a Quarterly Date, whichever is earlier; and

(v) 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; and

(B) any and all information required to be provided to the Debenture Holders under Applicable Law and the listing agreement to be entered into between the Issuer and the BSE; and

(C) any and all orders, directions, notices, of any court or tribunal affecting or likely to affect the Hypothecated Assets.

(g) ***Redressal of Grievances***

promptly and expeditiously attend to and redress the grievances, if any, of the Debenture Holders. The Issuer 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 compliance;

(h) ***Comply with Investor Education and Protection Fund Requirements***

comply with the provisions of the Companies 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. The Issuer hereby further agrees and undertakes that until the Final Settlement Date, abide by the regulations, rules or guidelines/listing requirements, if any, issued from time to time by the Ministry of Corporate Affairs, RBI, SEBI or any other competent Governmental Authority;

(i) ***Corporate Governance; Fair Practices Code***

comply with any corporate governance requirements applicable to the Issuer (as may be prescribed by the RBI, or any other Governmental Authority) and the fair practices code prescribed by the RBI;

(j) ***Further Assurances***

(i) provide details of any litigation, arbitration or administrative proceedings which has a Material Adverse Effect;

(ii) comply with any monitoring and/or servicing requests/calls from the Debenture Trustee at such time periods as the Debenture Trustee may reasonably request;

(iii) execute and/or do, at its 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 Applicable Law require or consider necessary in relation to enforcing or exercising any of the rights and authorities of the Debenture Trustee;

(iv) obtain, comply with the terms of and do all that is necessary to maintain in full force and effect all authorisations and licenses necessary to enable it to lawfully enter into and perform its obligations under the transaction documents or to ensure the legality, validity, enforceability or admissibility in evidence in India of the transaction documents;

(v) comply with:

(A) all Applicable Law (including but not limited to the Companies Act, all directions issued by regulatory authority), as applicable in respect of the

Debentures and obtain such regulatory approvals as may be required from time to time;

(B) the Debenture Trustees Regulations 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 of the Debenture Trustees Regulations thereof in performance of their duties in accordance therewith to the extent applicable to the Debentures;

(C) the provisions of the Companies Act in relation to the Issue;

(D) procure that the Debentures are rated and continue to be rated until the Final Settlement Date;

(E) 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 Issuer shall do so in the manner that is in accordance with Applicable Law relating to Tax but without, in any way requiring the Issuer to incur any additional costs, expenses or taxes and the Issuer shall avail of all the benefits available under any treaty applicable to the Issuer and/or the Debenture Holders; and

(F) if so required, the requirements prescribed under Chapter XI (*Operational framework for transactions in defaulted debt securities post maturity date/ redemption date*) of the Listed NCDs Master Circular, and provide all details/intimations to the Debenture Trustee, the Depositories, and BSE (as the case may be) in accordance with the aforementioned requirements;

(vi) to the extent applicable, it will submit to the Debenture Trustee, on a quarterly basis, a certificate from the statutory auditor of the Issuer giving the value of receivables/book debts; and

(vii) it will provide all necessary assistance and cooperation to, and permit the Debenture Trustee to conduct periodical checks, verifications, due diligence and other inspections in respect of the books and accounts of the Issuer and the Hypothecated Assets;

(k) ***Security***

the Issuer hereby further agrees, declares and covenants with the Debenture Trustee as follows:

(i) the Debentures shall be secured by way of a first ranking, exclusive and continuing charge on the Hypothecated Assets in favour of the Debenture Trustee for the benefit of the Debenture Holders on or prior to the Deemed Date of Allotment;

(ii) all the Hypothecated Assets that will be charged to the Debenture Trustee under the transaction documents shall always be kept distinguishable and held as the exclusive property of the Issuer specifically appropriated to the Transaction Security and be dealt with only under the directions of the Debenture Trustee;

(iii) the Issuer shall not create any charge, lien or other encumbrance upon or over the Hypothecated Assets or any part thereof except in favour of the Debenture Trustee nor will it do or allow anything that may prejudice the Transaction Security;

(iv) the Debenture Trustee shall be at liberty to incur all costs and expenses as may be necessary to preserve the Transaction Security and to maintain the Transaction Security undiminished and claim reimbursement thereof;

(v) to create the security over the Hypothecated Assets as contemplated in the transaction documents on or prior to the Deemed Date of Allotment by executing the duly stamped Deed of Hypothecation;

(vi) to register and perfect the security interest created thereunder by filing Form CHG-9 with the ROC and ensuring and procuring that the Debenture Trustee files the prescribed Form I with CERSAI reporting the charge created to the CERSAI in relation thereto in accordance with the timelines set out in the transaction documents;

(vii) the Issuer shall, at the time periods set out in the transaction documents, provide a list of the Hypothecated Assets to the Debenture Trustee over which charge is created and subsisting by way of hypothecation in favour of the Debenture Trustee (for the benefit of the Debenture Holders) and sufficient to maintain the Security Cover;

(viii) the Issuer shall, within the timelines prescribed under the transaction documents, add fresh receivables/Client Loans to the Hypothecated Assets so as to ensure that the Security Cover is maintained or replace such Hypothecated Assets that do not satisfy the eligibility criteria prescribed in the transaction documents;

(ix) the Issuer shall, on a half yearly basis, give full particulars to the Debenture Trustee of all the Hypothecated Assets from time to time;

(x) furnish and verify all statements, reports, returns, certificates and information from time to time and as required by the Debenture Trustee in respect of the Hypothecated Assets;

(xi) furnish and execute all necessary documents to give effect to the Hypothecated Assets;

(xii) the Hypothecated Assets shall fulfil the eligibility criteria set out in the transaction documents;

(xiii) 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, or decree for any indebtedness or liability of the Issuer to the Debenture Trustee and/ or the Debenture Holders;

(xiv) the Debenture Holders shall have a beneficial interest in the Hypothecated Assets of the Issuer which have been charged to the Debenture Trustee to the extent of the Outstanding Amounts of the Debentures under the transaction documents; and

(xv) to 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.

(l) ***Filings and Information***

the Issuer hereby further agrees, declares and covenants with the Debenture Trustee as follows:

(i) the Issuer shall comply with the relevant provisions of the SEBI LODR Regulations applicable to listed entities which have listed their non-convertible securities, including (to the extent applicable), the provisions of Chapter II (*Principles governing disclosures and obligations of listed entity*), Chapter III (*Common obligations of listed entities*), V (Obligations of listed entity which has listed its non-convertible securities), and Chapter VA (*Corporate Governance Norms for a Listed Entity which has Listed its Non-Convertible Debt Securities*) of the SEBI LODR Regulations;

(ii) it 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 Chapter VI (*Periodical/ Continuous Monitoring by Debenture Trustee*) of the SEBI Debenture Trustees Master Circular, the Issuer 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 Chapter VI (*Periodical/ Continuous Monitoring by Debenture Trustee*) of the SEBI Debenture Trustees Master Circular:

(A) a security cover certificate on a quarterly basis, within 75 (seventy five) days from each Quarterly Date (other than March 31 of the relevant Financial Year) and within 90 (ninety) days from March 31 of the relevant Financial Year or such other timelines as may be prescribed under Applicable Law in the format prescribed in the SEBI Debenture Trustees Master Circular;

(B) (to the extent applicable) a statement of the value of the pledged securities on a quarterly basis, within 75 (seventy five) days from each Quarterly Date (other than March 31 of the relevant Financial Year) and within 90 (ninety) days from March 31 of the relevant Financial Year or such other timelines as may be prescribed under Applicable Law;

(C) (to the extent applicable) a statement of the value of the debt service reserve account or any other form of security offered on a quarterly basis, within 75 (seventy five) days from each Quarterly Date (other than March 31 of the relevant Financial Year) and within 90 (ninety) days from March 31 of the relevant Financial Year or such other timelines as may be prescribed under Applicable Law;

(D) (to the extent applicable) a net worth certificate of the guarantor who has provided a personal guarantee in respect of the Debentures on a 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;

(E) (to the extent applicable) the financials/value of guarantor prepared on the basis of audited financial statement etc. of the guarantor who has provided a corporate guarantee in respect of the Debentures on an annual

basis, within 75 (seventy five) days from the end of each Financial Year or within such timelines as prescribed under Applicable Law; and

(F) (to the extent applicable) the valuation report and title search report for the immovable/movable assets, as applicable, once in 3 (three) years, within 75 (seventy five) days from the end of the Financial Year or such other timelines as may be prescribed under Applicable Law;

(iii) submit to the BSE, on a periodical basis and/or on an 'as and when' basis (depending upon the occurrence of any event), such information as prescribed under the SEBI Listed Debentures Circulars, in such format as may be prescribed by the BSE;

(iv) provide/fill all such information as prescribed under the SEBI Listed Debentures Circulars at the time of allotment of the International Securities Identification Number (ISIN) in respect of the Debentures;

(v) it will submit to the Debenture Trustee, on a quarterly basis, a certificate from an independent chartered accountant giving the value of receivables/book debts including compliance with the covenants set out in the Debt Disclosure Documents in such manner as may be specified by SEBI from time to time; and

(vi) provide such assistance as may be required by the Debenture Trustee to, prior to the creation of charge to secure the Debentures, exercise independent due diligence to ensure that such security is free from any encumbrance or that the necessary consent(s) from other charge holders (if applicable) have been obtained in the manner as may be specified by the SEBI from time to time;

(m) ***Execution of Transaction Documents***

in the event of any delay in the execution of any transaction document (including the DTD or the Deed of Hypothecation) or the creation and perfection of the Transaction Security in terms thereof, the Issuer will, at the option of the Debenture Holders, either:

(i) if so required by the Debenture Holders, refund the Application Money together with interest (including interest accrued) at the Interest Rate/discharge the Secured Obligations; and/or

(ii) pay to the Debenture Holders additional interest at the rate of 2% (two percent) per annum on the Outstanding Principal Amounts in addition to the relevant Interest Rate until the relevant transaction document is duly executed or the Transaction Security is duly created and perfected in terms thereof or the Secured Obligations are discharged (whichever is earlier);

(n) ***Internal Control***

Maintain internal control by way of policies and processes for the purpose of:

(i) Preventing fraud on amounts lent by the Issuer; and

(ii) Preventing money being used for money laundering or illegal purposes;

(o) ***Audit and Inspection***

subject to the providing of a prior notice of 15 (fifteen) days, permit visits and inspection of

books of records, documents and accounts to the Debenture Trustee and representatives of Debenture Holders as and when required by them;

(p) ***Promoter Covenants***

the Promoter Debt shall at all times be contractually subordinated (in ranking and payment) to the Secured Obligations and at any time after the occurrence of an Event of Default, no payments shall be made in respected of the Promoter Debt except with the prior written consent of the Debenture Trustee (acting on the instructions of the Majority Debenture Holders); and

(q) ***Listing and Monitoring Requirements***

comply with all covenants, undertakings and requirements set out in Section 8.2.7 (*Listing and Monitoring Requirements*).

8.2.5. **Negative Covenants**

The Issuer hereby covenants with the Debenture Trustee that the Issuer shall not undertake any of the following matters set out under this Section 8.2.5 (*Negative Covenants*) until the Final Settlement Date without obtaining prior written consent of the Majority Debenture Holders.

PROVIDED THAT:

(A) the Issuer will not require any consent from the Debenture Holders, under this section if such an event is not detrimental to the rights of Debenture Holders under the transaction documents and such intimation stating that the event is detrimental to the rights of the Debenture Holders has been received by Majority Debenture Holders; and

(B) in the event the Issuer has provided a prior written request to all the Debenture Holder(s) in relation to any action under any of the covenants set out under this Section 8.2.5 (*Negative Covenants*) that the Issuer proposes to take and the Majority Debenture Holder(s) have not responded within a period of 21 (twenty one) calendar days from the date of such written request being provided by the Issuer, the Issuer may proceed with the action for which the request was made by the Issuer and the Issuer shall then be deemed to be permitted to undertake such action without obtaining any further consent from the Majority Debenture Holders.

The matters for the purposes of this Section 8.2.5 (*Negative Covenants*) are as follows:

(a) change the general nature its business from that which is permitted as non-banking financial company registered with the RBI or undertake any new business outside financial services or any diversification of its business outside financial services;

(b) change its Constitutional Documents in any way which would prejudicially affect the rights of the Debenture Holders under the transaction documents;

(c) any change in the capital structure of the Issuer, exceeding 5% (five percent) of the total shareholding of the Issuer (on a fully diluted basis) pursuant to purchase, buy-back or reduction of equity shares of the Issuer at any point of time during the tenor of the Debentures;

(d) change in the financial year end from March 31 unless such change is mandatorily required to be made for compliance with Applicable Law;

(e) declare or pay any dividend or make any distributions on its share capital (other than dividends or distributions payable on shares of the Issuer), unless:

(i) the proposed payment or distribution is out of net income of the current Financial Year or out of accumulated reserves (excluding any amount resulting from the revaluation of any of the Issuer'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 Issuer is in compliance with the financial covenants set out under Section 8.2.2 (*Financial Covenants*); and

(iv) the Issuer has paid or has made satisfactory provision for payment of the installments of the principal due and interests/coupon due on the Debentures;

(f) undertake or permit any merger, consolidation, re-organization, scheme of arrangement or compromise with its creditors or shareholders or effect any scheme of amalgamation or reconstruction;

(g) acquire any company, business or undertaking if the amount of the acquisition cost, whether paid by cash or otherwise, when aggregated with the aggregate acquisition cost of any other companies, business or undertaking acquired by it during that financial year exceeds 10% (ten percent) of the Equity;

(h) acquire (or agree to acquire) any shares, stocks, securities or other interest in any joint venture; or 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) enter into any transaction with any person or enter into or continue business relations with its shareholders, employees, affiliate(s), holding company(ies) (as defined in the Companies Act), and/or subsidiary(ies) (as defined in the Companies Act) except on proper commercial terms negotiated on an arm's length basis;

(j) enter into or establish any partnership, profit sharing, royalty agreement or other similar other arrangement whereby the Issuer's income or profits are, or might be, shared with any other person other than in the ordinary course of business on an arm's length basis and in compliance with Applicable Law; or

(k) enter into any management contract or similar arrangement whereby its business or operations are managed by any other person;

(l) appoint or continue to the appointment of any person as a director/ or a key managerial person of the Issuer who is classified as a wilful defaulter as a director;

(m) enter into any contractual obligation which may adversely affect the financials standing of the Issuer;

(n) apply to the court for the winding up of the Issuer or agree to the winding up of the Issuer;

(o) sell, transfer, or otherwise dispose of in any manner whatsoever any Assets (other than the Transaction Security) of the Issuer, other than in the ordinary course of business or any securitization/ direct assignment transaction undertaken by the Issuer in the ordinary course of its business as per applicable guidelines/directions issued by the RBI or any amendment, supplement or restatement thereto which would have a Material Adverse Effect. It is clarified that, a securitization/ direct assignment representing an exit of line of business will not be construed as being in the ordinary course of business of the Issuer and

the Issuer shall not be permitted to effect the same except after obtaining the prior written consent of the Debenture Trustee;

(p) enter into compromise or arrangement or settlement with any of its creditors (secured and unsecured) owing to actual or anticipated financial difficulty that would prejudicially affect the interest of the Debenture Holders;

(q) participate in any involuntary process under the IBC or undertake/permit any voluntary process under the IBC; or

(r) repay/discharge (except by way of conversion into equity) any (i) unsecured borrowing from promoters (as defined in the Debt Listing Regulations) of the Issuer and/or related parties (as defined in the Companies Act) of the Issuer, and/or (ii) inter corporate deposits held by the Issuer, each in case where an Event of Default has occurred and is subsisting.

8.2.5A **Certain Exceptions to Negative Covenants**

Notwithstanding anything contained in Section 8.2.1 ((*Representations and Warranties of the Issuer*), Section 8.2.2 (*Financial Covenants*), Section 8.2.3 (*Reporting Covenants*), Section 8.2.4 (*Affirmative Covenants*) and Section 8.2.5 (*Negative Covenants*), it is expressly agreed that the provisions of Section 8.2.1 ((*Representations and Warranties of the Issuer*), Section 8.2.2 (*Financial Covenants*), Section 8.2.3 (*Reporting Covenants*), Section 8.2.4 (*Affirmative Covenants*) and Section 8.2.5 (*Negative Covenants*) shall not apply in respect of any action, transaction or structuring undertaken by the Issuer pursuant to the Scheme, and/or to give effect to the Scheme, and/or in relation to any composition or reorganisation or restructuring (by way of voluntary arrangement, scheme of arrangement, transfer of shares or otherwise) wherein the Issuer or Credavenue Private Limited (Yubi) are involved.

8.2.6. **Events of Default**

8.2.6.1. ***Consequences and Remedies of an Event of Default***

If one or more Events of Default occur(s), the Debenture Trustee shall, on the instructions of the Majority Debenture Holders in accordance with the transaction documents, by a notice in writing to the Issuer initiate the following course of action:

(a) require the Issuer to mandatorily redeem the Debentures and repay the Outstanding Principal Amounts, along with accrued but unpaid interest and other costs, charges and expenses incurred under or in connection with the transaction documents;

(b) accelerate the redemption of the Debentures and declare all or any of the Debentures to be due and payable immediately (or on such date(s) as may be prescribed by the Debenture Trustee), whereupon it shall become so due and payable;

(c) enforce the security interest created under the transaction documents (including in respect of the Transaction Security) in accordance with the terms of the transaction documents;

(d) disclose information in respect of the Debentures and/or the Issuer to the relevant authorities or regulatory authorities such as TransUnion CIBIL Limited and/or any other agency so authorized by the RBI, in such manner that may deem fit to the Debenture Trustee;

(e) exercise all the rights and remedies available to it in such manner as Debenture Holder may deem fit without intervention of the court and without having to obtain any consent of the Issuer;

(f) without prejudice to its other rights hereunder or under the IBC or any other Applicable

Law, in its sole discretion to exercise all the rights, powers and remedies vested in it for the protection, perfection and enforcement of its rights in respect of the Transaction Security;

(g) appoint a nominee director in accordance with the transaction documents;

(h) take any actions in respect of Chapter X (*Breach of Covenants, Default and Remedies*) of the SEBI Debenture Trustees Master Circular in accordance with the provisions of the transaction documents; and

(i) take all such other action, and exercise such other right as is permitted under the transaction documents or under Applicable Law, including any action that may be required for the purposes of protecting the interests of the Debenture Holders.

8.2.6.2. ***Events of Default***

Each of the events or circumstances set out in this Section 8.2.6.2 (*Events of Default*) below is an Event of Default.

In case of occurrence of an Event of Default set out in this Section 8.2.6.2 (other than under Section 8.2.6.2 (a) (*Payment Based Defaults*), Section 8.2.6.2 (b) (*Security Based Defaults*), and Section 8.2.6.2 (c) (*Covenants and Information Based Defaults*)), the Issuer shall have a cure period of 30 (thirty) calendar days to rectify such breach/Event of Default. PROVIDED THAT no Event of Default under sub-section (c) (*Covenants and Information based Defaults*) shall occur if any such default, if capable of being remedied, is not remedied within 7 (seven) calendar days for reporting/information covenants, and within 30 (thirty) calendar days for any other covenant (other than in respect of payment default).

(a) ***Payment based Defaults***

(a) The Issuer does not pay on any Due Date(s) any amount payable in terms of the transaction documents at the place at and in the currency in which it is expressed to be payable, unless its failure to pay is caused by technical error and payment is made within 3 (three) Business Day of the relevant Due Date and/or any payment made by the Issuer is returned due to the bank details provided by Debenture Holder(s) being incorrect or invalid. PROVIDED HOWEVER THAT the aforementioned cure period for technical error shall be applicable to the extent permitted by Applicable Law.

(b) If the Issuer:

(i) defaults in any payment of Financial Indebtedness beyond the period of grace if any, provided in the instrument or agreement under which such Financial Indebtedness was created;

(ii) any Financial Indebtedness of the Issuer is declared to be due and payable, or would permit to be prepaid other than by a regularly scheduled required prepayment, (whether or not such right shall have been waived) prior to the stated maturity thereof,

PROVIDED THAT if any of the abovementioned Events of Default are capable of being remedied in the sole discretion of the Majority Debenture Holders, the Majority Debenture Holders may provide a cure period as they deem appropriate.

(c) The Issuer admits its inability to pay its debts as they fall due, or suspends making payments on any of its debts or, by reason of actual or financial difficulties,

commences negotiations with one or more of its creditors with a view to rescheduling any of its Financial Indebtedness.

(b) ***Security based Defaults***

(i) The Issuer fails to create and / or perfect the Transaction Security (i.e., filing CHG-9 Form with ROC) within the stipulated timelines.

(ii) In the event that the security cover in respect of the Hypothecated Assets falls below the Security Cover and the Issuer fails to reinstate the same within 30 (thirty) calendar days from the date of such fall in the security cover in respect of the Hypothecated Assets.

(c) ***Covenants and Information based Defaults***

The breach of any terms, covenants or obligation (including without limitation, any financial covenants, negative covenants, affirmative covenants, and/or reporting covenants) under the transaction documents. PROVIDED THAT no Event of Default under this sub-section (c) shall occur if any such default, if capable of being remedied, is not remedied within 7 (seven) calendar days for reporting/information covenants, and within 30 (thirty) calendar days for any other covenant (other than in respect of payment default).

(d) ***Defaults relating to the validity of the Transaction Documents***

(i) Any of the Transaction Document in whole or in part, becomes invalid or ceases to be a legally valid, binding and enforceable obligation of the Issuer.

(ii) It is or becomes unlawful for the Issuer to perform any of its obligations under the Transaction Documents and/or any obligation of the Issuer under any Transaction Document are not or cease to be valid, binding or enforceable.

(iii) Any representation or warranty made by the Issuer in any Transaction Document or in any certificate, financial statement or other document delivered to the Debenture Trustee/Debenture Holders by the Issuer shall have been incorrect, false or misleading in any respect when made or deemed made.

(iv) The Issuer repudiates any of the Transaction Documents.

(v) Any of the Transaction Documents fails to provide the security interests, rights, title, remedies, powers or privileges intended to be created thereby (including the priority intended to be created thereby).

(vi) Any security interests fail to have the priority contemplated under the Transaction Documents.

(vii) Any security interests under the transaction documentsbecoming unlawful, invalid or unenforceable.

(viii) The security interest over the Hypothecated Assets is in jeopardy.

(e) ***Other Defaults***

(i) There shall have occurred a Material Adverse Effect and such Material Adverse Effect has not been remedied or rectified within a period of 30 (thirty) calendar days.

(ii) 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 reorganization (by way of voluntary arrangement, scheme of arrangement or otherwise) of the Issuer;

(B) the composition, compromise, assignment or arrangement with any creditor of the Issuer;

(C) the appointment of a liquidator, receiver or similar other officer in respect of the Issuer, a composition, compromise, assignment or arrangement with any creditor of the Issuer;

(D) enforcement of any assets of the Issuer or any analogous procedure or step is taken in any jurisdiction; or

(E) any other event occurs or proceeding is instituted that under any applicable law would have an effect analogous to any of the events listed in sub-sections (A), (B), (C) and (D) above;

(iii) Any Governmental Authority including without limitation Central Bureau of Investigation (CBI), Directorate of Enforcement, Serious Fraud Investigation office (SFIO), condemns, nationalizes, seizes, expropriates or otherwise assumes custody or control of all or any substantial part of the business, operations, property or other assets (including assets forming part of the security) of the Issuer or of its share capital, or takes any action for the dissolution of the Issuer or any action that would prevent the Issuer or its officers from carrying on all or a substantial part of its business or operations.

(iv) The Issuer's organizational status or any licenses or franchise is revoked or suspended by any Governmental Authority after the Issuer has exhausted all remedies and appeals relating thereof.

(v) Surrender, revocation or suspension of the Issuer's certificate of registration as a non-banking financial company by the RBI provided that this shall not apply where such certificate of registration is surrendered pursuant to obtaining a banking license.

(vi) The listing of the relevant Debentures ceases or is suspended at any point of time prior to the relevant Final Redemption Date.

(vii) The Issuer ceases to carry on its business or any substantial part thereof or gives notice of its intention to do so.

(viii) The Issuer has taken or suffered to be taken any action for reorganization of its capital or any rearrangement, merger or amalgamation without prior approval of the Debenture Holders in terms hereof except under the Scheme.

(ix) Any material act of fraud, embezzlement, misstatement, misappropriation, or siphoning off of the funds or revenues of the Issuer or the Promoter or any other act having a similar effect being committed by the management of the Issuer or the Promoter.

(x) The Promoter and/or the directors of the Issuer and/or the key managerial personnel promoter (as defined in the Companies Act) of the Issuer are convicted for a criminal offence involving moral turpitude, dishonesty including any convictions of any offence relating to bribery or being declared a willful defaulter.

(xi) In the event that an application for corporate insolvency resolution process of the Issuer is filed or any creditor of the Issuer takes any steps requesting the filing of such application, in each case, by the appropriate regulator (i.e., the RBI), under the IBC and the Insolvency and Bankruptcy (Insolvency and Liquidation Proceedings of Financial Service Providers and Application to Adjudicating Authority) Rules, 2019.

(xii) If the Issuer commences a voluntary proceeding under any applicable bankruptcy, insolvency, winding up or other similar law now or hereafter in effect (including by passing any resolution of the board of directors or the shareholders of the Issuer) or consents to the entry of an order for relief in an involuntary proceeding under any such law, or consents to the appointment of or the taking of possession by a receiver, liquidator, assignee (or similar official) for any or a substantial part of its property.

(xiii) If a petition is filed for the winding up of the Issuer under the Companies Act and such petition is not stayed or dismissed within a period of 60 (sixty) days of its filing.

(xiv) Any order/judgement passed by any of the regulatory authorities against any of the Promoter, Promoter Group, or the Issuer resulting in debarment of any Promoter, Promoter Group or the Issuer for raising funds from the financial markets.

(xv) The Issuer commences negotiations with one or more of its lenders/ debenture trustees/ debenture holders with a view to rescheduling any of its indebtedness upon admission of failure or inability of the Issuer to pay its debts as they mature.

8.2.6.2A **Certain exceptions to Events of Default**

Notwithstanding anything contained in Section 8.2.6.2 above, it is expressly agreed that no Event of Default shall occur in respect of any action, transaction or structuring undertaken by the Issuer pursuant to the Scheme, and/or to give effect to the Scheme, and/or in relation to any composition or reorganisation or restructuring (by way of voluntary arrangement, scheme of arrangement, transfer of shares or otherwise) wherein the Issuer or Credavenue Private Limited (Yubi) are involved.

8.2.6.3. ***Notice on the Occurrence of an Event of Default***

(a) 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 occurred, the Issuer shall, forthwith give notice thereof to the Debenture Holders and the Debenture Trustee in writing specifying the nature of such event or Event of Default.

(b) In addition to the foregoing, in accordance with Chapter X (*Breach of Covenants, Default and Remedies*) of the SEBI Debenture Trustees Master Circular, the Debenture Trustee shall send a notice to the Debenture Holders within 3 (three) days of the occurrence of an Event of Default, in accordance with the mode of delivery of notice mentioned therein, convening a meeting within 30 (thirty) days of the occurrence of an Event of Default. PROVIDED THAT if the Event of Default is cured or rectified within the intervening period between the date of the aforementioned notice from the Debenture Trustee to the date the aforementioned meeting is convened, no such meeting of the Debenture Holders shall be required. The Debenture Trustee shall maintain the details of the providing and receipt of such notice in accordance with Chapter X (*Breach of Covenants, Default and Remedies*) of the SEBI Debenture Trustees Master Circular.

8.2.6.4. ***Additional obligations of the Debenture Trustee***

In respect of Chapter X (*Breach of Covenants, Default and Remedies*) of the SEBI Debenture Trustees Master Circular, the entering into, and the performance of any obligations under any inter-creditor agreement (pursuant to the Stressed Assets Framework) or any resolution plan shall be subject to the terms of Chapter X (*Breach of Covenants, Default and Remedies*) of the SEBI Debenture Trustees Master Circular (including without limitation, the resolution plan being finalised within the time period prescribed in Chapter X (*Breach of Covenants, Default and Remedies*) of the SEBI Debenture Trustees Master Circular, and exiting of the inter-creditor agreement on the occurrence of the matters prescribed under Chapter X (*Breach of Covenants, Default and Remedies*) of the SEBI Debenture Trustees Master Circular).

8.2.7. **Listing and Monitoring Requirements**

8.2.7.1. **Monitoring**

The Issuer will provide all such assistance to the Debenture Trustee as may be required by it, to carry out the necessary continuous and periodic 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 Chapter VI (*Periodical/ Continuous Monitoring by Debenture Trustee*) of the SEBI Debenture Trustees Master Circular, the Issuer 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 Chapter VI (*Periodical/ Continuous Monitoring by Debenture Trustee*) of the SEBI Debenture Trustees Master Circular:

(a) a security cover certificate on a quarterly basis, within (i) 75 (seventy five) days from each Quarterly Date (other than March 31 of the relevant calendar year), and (ii) 90 (ninety) days from March 31 of the relevant calendar year or such other timelines as may be prescribed under Applicable Law, in the format prescribed in the SEBI Debenture Trustees Master Circular;

(b) (to the extent applicable) a statement of the value of the pledged securities on a quarterly basis, within (i) 75 (seventy five) days from each Quarterly Date (other than March 31 of the relevant calendar year), and (ii) 90 (ninety) days from March 31 of the relevant calendar year or such other timelines as may be prescribed under Applicable Law;

(c) (to the extent applicable) a statement of the value of the debt service reserve account or any other form of security offered on a quarterly basis, within (i) 75 (seventy five) days from each Quarterly Date (other than March 31 of the relevant calendar year), and (ii) 90 (ninety) days from March 31 of the relevant calendar year or such other timelines as may be prescribed under Applicable Law;

(d) (to the extent applicable) a net worth certificate of the guarantor who has provided a personal guarantee in respect of the Debentures on a 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;

(e) (to the extent applicable) the financials/value of guarantor prepared on the basis of audited financial statement etc. of the guarantor who has provided a corporate guarantee in respect of the Debentures on an annual basis, within 75 (seventy five) days from the end of each Financial Year or such other timelines as may be prescribed under Applicable Law; and

(f) (to the extent applicable) the valuation report and title search report for the immovable/movable assets, as applicable, once in 3 (three) years, within 75 (seventy five) days from the end of the Financial Year or such other timelines as may be prescribed under Applicable Law.

8.2.7.2. **Recovery Expense Fund**

(a) The Issuer hereby undertakes and confirms that it shall, within the time period prescribed under Chapter IV (*Recovery Expenses Fund*) of the SEBI Debenture Trustees Master Circular, establish, maintain and utilize the Recovery Expense Fund in such manner/mode as is prescribed under Chapter IV (*Recovery Expenses Fund*) of the SEBI Debenture Trustees Master Circular, to enable the Debenture Trustee to take prompt action in relation to the enforcement/legal proceedings under the transaction documents.

(b) The Issuer 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 Issuer 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 Issuer 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) On the occurrence of any Event of Default, the Debenture Trustee shall obtain the consent of Debenture Holders for enforcement/legal proceedings and shall inform the designated stock exchange of such occurrence and the obtaining of any consent in respect thereof (if any). The amount lying in the Recovery Expense Fund may be released to the Debenture Trustee within such time period and such manner as may be prescribed under Chapter IV (*Recovery Expenses Fund*) of the SEBI Debenture Trustees Master Circular. The Debenture Trustee shall keep a proper account of all expenses incurred out of the funds received from Recovery Expense Fund towards enforcement/legal proceedings under the transaction documents.

(e) The amounts in the Recovery Expense Fund shall be refunded to the Issuer 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 Issuer before issuing such "no objection certificate".

8.2.7.3. **Requirements under the LODR Regulations**

The Issuer 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 V of the LODR Regulations (to the extent applicable) and Chapter VA of the LODR Regulations (to the extent applicable)).

8.2.7.4. **Due Diligence**

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

(i) the Debenture Trustee shall carry out due diligence on continuous basis to ensure compliance by the Issuer, with the provisions of the Companies Act, the LODR Regulations, the Debt Listing Regulations, the Listed NCDs Master Circular, the SEBI Debenture Trustees Master Circular, 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 SEBI Listed Debentures Circulars, the Debenture Trustee, either through itself or its agents, advisors, consultants, shall have the power to examine the books of account of the Issuer and to have the Issuer's 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 transaction documents) to the extent necessary for discharging its obligations. The Issuer 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 Issuer. In the event, any fees, costs, expenses are borne by the Debenture Trustee, the above shall be reimbursed forthwith by the Issuer upon request.

(b) The Issuer 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 Issuer within 7 (seven) days of the relevant board meeting of the Issuer 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 and Recovery Expense Fund;

(iv) details with respect to the assets of the Issuer 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 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 conversion or 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 Issuer (A) in respect of utilisation of funds during the implementation period of the project relating to the proceeds of the Issue, and (B) 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 transaction documents, the Issuer 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 half-yearly basis, regarding the security cover in accordance with the terms of the Debt Disclosure Documents and the other transaction documents including compliance with the covenants of the Debt Disclosure Documents and the other transaction documents in the manner as may be specified by SEBI from time to time;

(iii) submit the following reports/certification (to the extent applicable) to the Debenture Trustee within the timelines mentioned below:

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 Issuer 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 Issuer 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	Quarterly basis within 60 (sixty) days from each	Quarterly basis within (A) 75 (seventy five) days from each

REPORTS/ CERTIFICATES	TIMELINES FOR SUBMISSION REQUIREMENTS TO THE DEBENTURE TRUSTEE	TIMELINE FOR SUBMISSION OF REPORTS/ CERTIFICATIONS BY DEBENTURE TRUSTEE
Service Reserve Account or any other form of security offered	Quarterly Date or such other timelines as prescribed under Applicable Law or as may be mutually agreed between the Issuer and the Debenture Trustee.	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) 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 Issuer 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 Issuer 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.
(To the extent applicable) Valuation report and title search report for the immovable/movable assets, as applicable	Within such timelines as prescribed under Applicable Law or within such timelines as may be mutually agreed between the Issuer and the Debenture Trustee.	Once in 3 (three) years, within 75 (seventy five) days from the end of the Financial Year or such other timelines as may be prescribed under Applicable Law.

(iv) comply with all requirements applicable to it under the SEBI Debenture Trustees Master Circular, and provide all documents/information as may be required in accordance with the SEBI Debenture Trustees Master Circular.

8.2.7.5. **Forensic audit**

In case of initiation of forensic audit (by whatever name called) in respect of the Issuer, the Issuer shall provide following information and make requisite disclosures to the stock exchanges:

(a) the details of initiation of forensic audit along-with name of entity initiating the audit and reasons for such forensic audit, if available; and

(b) the final forensic audit report (other than for forensic audit initiated by regulatory / enforcement agencies) on receipt by the Issuer along with comments of the management of the Issuer, if any.

8.2.7.6. **Others**

(a) The Issuer shall ensure due compliance and adherence to the SEBI Listed Debentures Circulars in letter and spirit.

(b) To the extent applicable and required in terms of Chapter X (*Breach of Covenants, Default and Remedies*) of the SEBI Debenture Trustees Master Circular, the Debenture Trustee shall execute an "inter creditor agreement" in the manner prescribed under Chapter X (*Breach of Covenants, Default and Remedies*) of the SEBI Debenture Trustees Master Circular.

(c) To the extent required/applicable, the Issuer 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 Issuer, and (ii) all covenants of the issue (including side letters, event of default provisions/clauses etc.).

(d) The Issuer shall promptly disclose and furnish to the Debenture Trustee, all documents/ information about or in relation to the Issuer 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.

(e) The Issuer and the Debenture Trustee hereby agree and covenant to comply with the requirements prescribed under Chapter III (*Security and Covenant Monitoring System*) of the SEBI Debenture Trustees Master Circular in respect of the Debentures and the transactions contemplated in the transaction documents.

SECTION 9: OTHER INFORMATION AND APPLICATION PROCESS

Please refer the application procedure set out in Section 9 of the General Information Document. Certain additional details are set out below.

9.1 Issue Procedure

Only Eligible Investors as given hereunder may apply for the Debentures by completing the Application Form 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 Applicant should transfer payments required to be made in any relation by EFT/RTGS, to the bank account as per the details mentioned in the Application Form.

The subscription to the Debentures shall be made by the Eligible Investors through the electronic book mechanism as prescribed by SEBI under the EBP Requirements by placing bids on the EBP Platform during the Issue period. The Issuer will make the bidding announcement on the EBP Platform at least 1 (one) Business Day before initiating the bidding process in accordance with the EBP Requirements. In case the Eligible Investors are not registered on the EBP Platform, they will have to register themselves as an "investor" on the EBP Platform (as a one-time exercise) and also complete the mandatory "know your customer" verification process. The Eligible Investors should also refer to the operational guidelines of the relevant EBP in this respect. The disclosures required pursuant to the EBP Requirements are set out herein below:

Details of size of issue including green shoe option, if any and a range within which green shoe may be retained (if applicable)	**Series A Debentures:** 1,00,000 (one lakh) Series A rated, listed, senior, secured, redeemable, taxable, non-convertible debentures in Indian Rupees, each having a face value of INR 10,000 (Indian Rupees Ten Thousand) and an aggregate nominal value of INR 100,00,00,000 (Indian Rupees One Hundred Crore) **Series B Debentures:** 1,00,000 (one lakh) Series B rated, listed, senior, secured, redeemable, taxable, non-convertible debentures in Indian Rupees, each having a face value of INR 10,000 (Indian Rupees Ten Thousand) and an aggregate nominal value of INR 100,00,00,000 (Indian Rupees Two Hundred Crore) **Green Shoe Option**: Not applicable
Interest Rate Parameter	Fixed coupon **Series A Debentures:** 9.70% (nine decimal seven zero percent) per annum (fixed) payable monthly **Series B Debentures:** 9.90% (nine decimal nine zero percent) per annum (fixed) payable monthly
Bid opening and closing date	Bid opening date: June 30, 2026 Bid closing date: June 30, 2026
Minimum Bid Lot	Minimum application shall not be less than Rs. 1,00,00,000 (Indian Rupees One Crore) (being 1000 (one thousand) Debentures) and in multiples of 1 (one) Debenture thereafter.
Manner of bidding in the Issue	Closed Bidding
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	T+1 Business Day, where "T" refers to the date of bidding. Settlement of the Issue will be on July 01, 2026
Bid Start Time and End Time	11.00 A.M to 5.00 P.M
Pay-in date	July 01, 2026 (i.e., T+1 Business Day, where "T" refers to the date of bidding)
Anchor Portion Details (if any)	Not Applicable

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, the Key Information Document for the relevant issuance of Debentures and the PPOA for the relevant issuance of Debentures 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 in the section named "INSTRUCTIONS" of the Application Form, on or before 10:30 hours on the pay-in date.

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 set out in the Key Information Document for the relevant issuance of Debentures.

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.

9.2 **Eligible Investors should refer to the Operational Guidelines.**

The details of the Issue shall be entered on the EBP Platform by the Issuer in accordance with the EBP Requirements and the operational guidelines of the relevant EBP. 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 EBP Platform.

9.3 **Application Procedure**

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 Requirements. Where an Eligible Investor (as defined below) is participating/bidding on the EBP Platform through an arranger or a custodian, such Eligible Investor must follow, and must ensure that the arranger or a custodian representing it, follows, the procedure and the bidding threshold requirements prescribed under the EBP Requirements.

Potential Investors may also be invited to subscribe by way of the Application Form prescribed in the Key Information Document for the relevant issuance of Debentures 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.

9.4 Fictitious Applications

All fictitious applications will be rejected. Each Eligible Investor shall provide a confirmation to the EBP that it is not using any software, algorithm, "Bots" or other automation tools, which would give unfair access for placing bids on the EBP Platform.

9.5 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. The allotment and settlement amount for the bidders shall be determined in accordance with the EBP Requirements and the operational guidelines issued by the relevant EBP. The bids for the purposes allotment and settlement shall be arranged on a "price time priority" basis in accordance with the EBP Requirements. If two or more bids made by Eligible Investors have the same coupon/ price/spread and time, then allotment shall be done on a "pro rata" basis. 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.

If so required by the Issuer, within 1 (one) Business Day of completion of the allotment, to enable the Issuer to comply with the requirements applicable to it under the EBP Requirements, successful Applicants shall provide the following details (in the form specified below) to the Issuer:

Details of Investors to whom allotment has been made			
Name	**QIB/ Non-QIB**	**Category i.e. Scheduled Commercial Banks, MF, Insurance Company, Pension Fund, Provident Fund, FPI, PFI, Corporate, Others**	**Amount invested (in Rs. Crore)**

9.6 Payment Instructions

The Application Form should be submitted directly. The entire amount in respect of the Debentures is payable along with the making of an application. Applicants can remit the application amount on the Pay-in Date in the account of ICCL mentioned under Section 9.9 above.

9.7 Eligible Investors

As prescribed in the EBP Requirements, "Qualified Institutional Buyers" or "QIBs" (as defined in the EBP Requirements) and non-QIBs authorized by an issuer to participate on an issuer on the EBP Platform are eligible participants (i.e., bidders) on an EBP Platform to participate in a particular issue on the EBP Platform. In furtherance of the above, to the extent applicable, the categories of Investors set out in the Key Information Document for the relevant issuance of Debentures ("**Eligible Investors**"), when specifically approached, and identified upfront by the Issuer, shall be eligible to apply for this private placement of Debentures subject to fulfilling their respective investment norms/rules and compliance with laws applicable to them and by completing the participation/nodding requirements prescribed for the EBP Platform and/or by submitting all the relevant documents along with the Application Form.

By participating/bidding in the EBP Platform, each Eligible Investor represents and confirms that it has completed all enrollment and "know-your-customer" verification and other requirements prescribed under the EBP Requirements in the manner prescribed in the EBP Requirements. Where an Eligible Investor (as defined below) is participating/bidding on the EBP Platform through an arranger or a custodian, such Eligible Investor must follow, and must ensure that the arranger or a custodian representing it, follows, the procedure and the bidding threshold requirements prescribed under the EBP Requirements.

Investors, who are registered on the EBP Platform and are eligible to make bids for the Debentures of the Issuer and to whom allocation is to be made by Issuer pursuant to selection under the electronic book mechanism for issuance of securities on private placement basis in terms of the EBP Requirements and the Electronic Book Providers shall be considered as "identified persons" for the purposes of Section 42(2) of the Companies Act, 2013, 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 Requirements) 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. The Issuer, is not in any way, directly or indirectly, responsible for any statutory or regulatory breaches by any investor, nor is the Issuer required to check or confirm the above.

Hosting of this General Information Document and the Key Information Document for the relevant issuance of Debentures on the website of the BSE/EBP should not be construed as an offer or an invitation to offer to subscribe to the Debentures and the General Information Document and the Key Information Document for the relevant issuance of Debentures has been hosted only as this is stipulated under the SEBI Debt Listing Regulations read with the EBP Requirements. Eligible Investors should check their eligibility before making any investment.

All Eligible 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.

9.8 Post-Allocation Disclosures by the EBP

Upon final allocation by the Issuer, the Issuer shall disclose the relevant details (such as Issue Size, coupon rate, ISIN, number of successful bidders, category of the successful bidder(s), etc.), in accordance with the EBP Requirements and the operational guidelines of the relevant EBP. The EBP shall upload such data, as provided by the Issuer, on its website to make it available to the public.

9.9 Tax Deduction at Source

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

(b) The Issuer 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 Issuer 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 period prescribed under Applicable Law and in the minimum amount required by Applicable Law.

(d) Within the earlier of (i) 60 (sixty) days of making either a Tax Deduction or any payment required in connection with that Tax Deduction or (ii) 60 (sixty) days of each Due Date,

the Issuer 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.

SECTION 10: DECLARATION

A. The Issuer 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 the Debentures, if applicable, is guaranteed by the Central Government.

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

D. The Issuer has complied with, and nothing in the Key Information Document is contrary to, the provisions of Companies Act, 2013, the Securities Contracts (Regulation) Act, 1956 and the Securities and Exchange Board of India Act, 1992, and the rules and regulations made thereunder.

I am authorized by the board of directors of the Issuer *vide* resolution number 48 dated April 01, 2026 read with resolution dated June 19, 2026 of the borrowing committee of the board of directors of the Issuer, 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 **VIVRITI CAPITAL LIMITED**
(formerly known as Hari and Company Investments Madras Limited, and
Hari and Company Investments Madras Private Limited)

_____
Name: Vineet Sukumar
Title: Managing Director
Date: June 24, 2026
Place: Chennai, India

ANNEXURE I: RATING LETTER, RATING RATIONALE AND DETAILED PRESS RELEASE FROM THE RATING AGENCY

Attached separately.

ANNEXURE II: CONSENT LETTER FROM THE MERCHANT BANKER, DEBENTURE TRUSTEE AND REGISTRAR AND COPY OF THE DEBENTURE TRUSTEE AGREEMENT

Merchant Banker:

Attached Separately.

Debenture Trustee:

Attached separately.

Registrar:

Attached separately.

Debenture Trustee Agreement:

Attached separately.

ANNEXURE III: APPLICATION FORM

VIVRITI CAPITAL LIMITED
(formerly known as Hari and Company Investments Madras Limited, and
Hari and Company Investments Madras Private Limited)
A public limited company incorporated under the Companies Act, 1956
Date of Incorporation: March 17, 1989
Registered Office: Prestige Zackria Metropolitan No. 200/1-8, 8th Floor,
Block -1, Annasalai, Chennai – 600 002
Telephone No.: (+91 44) 4007 4800
Website: https://www.vivriticapital.com/

DEBENTURE APPLICATION FORM SERIAL NO.									

ISSUE OF:

(A) **1,00,000 (ONE LAKH) SERIES A RATED, LISTED, SENIOR, SECURED, REDEEMABLE, TAXABLE, NON-CONVERTIBLE DEBENTURES IN INDIAN RUPEES ("INR"), EACH HAVING A FACE VALUE OF INR 10,000 (INDIAN RUPEES TEN THOUSAND) AND AN AGGREGATE NOMINAL VALUE OF INR 100,00,00,000 (INDIAN RUPEES ONE HUNDRED CRORE) ("SERIES A DEBENTURES"); AND**

(B) **1,00,000 (ONE LAKH) SERIES B RATED, LISTED, SENIOR, SECURED, REDEEMABLE, TAXABLE, NON-CONVERTIBLE DEBENTURES IN INR, EACH HAVING A FACE VALUE OF INR 10,000 (INDIAN RUPEES TEN THOUSAND) AND AN AGGREGATE NOMINAL VALUE OF INR 100,00,00,000 (INDIAN RUPEES ONE HUNDRED CRORE) ("SERIES B DEBENTURES")**

ON A PRIVATE PLACEMENT BASIS ("ISSUER").

DEBENTURES SERIES APPLIED FOR:

Number of Debentures: _____In words: _____only
Amount INR _____/- In words
Rupees:_____only

DETAILS OF PAYMENT:

Cheque / Demand Draft / RTGS
No. _____ Drawn on_____

Funds transferred to the account specified in "Instructions" below on _____

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 ____

WE ARE ( ) COMPANY ( ) OTHERS (Please specify) _____

We have read and understood the terms and conditions of the issue of Debentures including the risk factors described in the general information document dated June 19, 2026, the enclosed key information document and the private placement offer cum application letter of the same date, each issued by the Issuer (collectively, the "**Debt Disclosure Documents**") and have considered these in making our decision to apply. We bind ourselves to the terms and conditions of the Debt Disclosure Documents and wish to apply for allotment of the Debentures. We request you to please place our name(s) on the register of holders.

Name of the Authorised Signatory(ies)	Designation	Signature

_____
Applicant's Signature

We the undersigned, are agreeable to holding the Debentures of the Issuer 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 Debt Disclosure Documents is provided by the Issuer. 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 Issuer 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(s) of ICCL by way of an electronic transfer, in accordance with the terms of the EBP Requirements:

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 Issuer 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 Issuer is unable to allot securities.

4. Outstation Cheques, Cash, Money Orders, Postal Orders and Stock Invest shall not be accepted.

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

6. 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.

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

ANNEXURE IV: ILLUSTRATION OF BOND CASH FLOWS

Illustration of Bond Cash Flows		
Name of the Issuer	Vivriti Capital Limited	
Face Value (per security)	INR 10,000 (Indian Rupees Ten Thousand)	
Issue Price (per security)	INR 10,000 (Indian Rupees Ten Thousand)	
Issue Date / Date of Allotment	Issue Opening Date: June 30, 2026 Issue Closing Date: June 30, 2026 Deemed Date of Allotment: July 1, 2026	
Day count convention	Actual/Actual	
	Series A Debentures	**Series B Debentures**
Date of Redemption	October 29, 2027	July 28, 2028
Tenure	15 (fifteen) months 28 (twenty eight) days from the Deemed Date of Allotment	24 (twenty-four) months 27 (twenty seven) days from the Deemed Date of Allotment
Coupon Rate	9.70% (nine decimal seven zero percent) per annum payable monthly	9.90% (nine decimal nine zero percent) per annum payable monthly
Frequency of the Coupon Payment with specified dates	Monthly and on Redemption Date	

PART A
SERIES A DEBENTURES

1. INTEREST PAYMENT SCHEDULE

CASH FLOWS	DATE FOR COUPON/ REDEMPTION BECOMING DUE	NUMBER OF DAYS	INTEREST AMOUNT PER DEBENTURE (in INR)
1st Coupon Payment	Friday, 31 July, 2026	30	79.73
2nd Coupon Payment	Monday, 31 August, 2026	31	82.38
3rd Coupon Payment	Wednesday, 30 September, 2026	30	79.73
4th Coupon Payment	Saturday, 31 October, 2026	31	82.38
5th Coupon Payment	Monday, 30 November, 2026	30	79.73
6th Coupon Payment	Thursday, 31 December, 2026	31	82.38
7th Coupon Payment	Sunday, 31 January, 2027	31	82.38
8th Coupon Payment	Sunday, 28 February, 2027	28	74.41
9th Coupon Payment	Wednesday, 31 March, 2027	31	82.38
10th Coupon Payment	Friday, 30 April, 2027	30	79.73
11th Coupon Payment	Monday, 31 May, 2027	31	82.38
12th Coupon Payment	Wednesday, 30 June, 2027	30	79.73
13th Coupon Payment	Saturday, 31 July, 2027	31	82.38
14th Coupon Payment	Tuesday, 31 August, 2027	31	82.38
15th Coupon Payment	Thursday, 30 September, 2027	30	79.73
16th Coupon Payment	Friday, 29 October, 2027	29	77.07

2. REDEMPTION SCHEDULE

CASH FLOWS	DATE FOR COUPON/ REDEMPTION BECOMING DUE	NUMBER OF DAYS	PRINCIPAL AMOUNT PER DEBENTURE (in INR)
Principal Amount	Friday, 29 October, 2027	485	10,000.00

PART B
SERIES B DEBENTURES

1. INTEREST PAYMENT SCHEDULE

CASH FLOWS	DATE FOR COUPON/ REDEMPTION BECOMING DUE	NUMBER OF DAYS	INTEREST AMOUNT PER DEBENTURE (in INR)
1st Coupon Payment	Friday, 31 July, 2026	30	81.37
2nd Coupon Payment	Monday, 31 August, 2026	31	84.08
3rd Coupon Payment	Wednesday, 30 September, 2026	30	81.37
4th Coupon Payment	Saturday, 31 October, 2026	31	84.08
5th Coupon Payment	Monday, 30 November, 2026	30	81.37
6th Coupon Payment	Thursday, 31 December, 2026	31	84.08
7th Coupon Payment	Sunday, 31 January, 2027	31	84.08
8th Coupon Payment	Sunday, 28 February, 2027	28	75.95
9th Coupon Payment	Wednesday, 31 March, 2027	31	84.08
10th Coupon Payment	Friday, 30 April, 2027	30	81.37
11th Coupon Payment	Monday, 31 May, 2027	31	84.08
12th Coupon Payment	Wednesday, 30 June, 2027	30	81.37
13th Coupon Payment	Saturday, 31 July, 2027	31	84.08
14th Coupon Payment	Tuesday, 31 August, 2027	31	84.08
15th Coupon Payment	Thursday, 30 September, 2027	30	81.37
16th Coupon Payment	Friday, 29 October, 2027	29	78.66
17th Coupon Payment	Tuesday, 30 November, 2027	32	86.79
18th Coupon Payment	Friday, 31 December, 2027	31	84.08
19th Coupon Payment	Monday, 31 January, 2028	31	84.08
20th Coupon Payment	Tuesday, 29 February, 2028	29	78.66
21st Coupon Payment	Friday, 31 March, 2028	31	84.08
22nd Coupon Payment	Sunday, 30 April, 2028	30	81.37
23rd Coupon Payment	Wednesday, 31 May, 2028	31	84.08
24th Coupon Payment	Friday, 30 June, 2028	30	81.37
25th Coupon Payment	Friday, 28 July, 2028	28	75.95

2. REDEMPTION SCHEDULE

CASH FLOWS	DATE FOR COUPON/ REDEMPTION BECOMING DUE	NUMBER OF DAYS	PRINCIPAL AMOUNT PER DEBENTURE (in INR)
Principal Amount	Friday, 28 July, 2028	758	10,000.00

ANNEXURE V: DUE DILIGENCE CERTIFICATES

1. **Due diligence certificate as per the format specified in the SEBI Debt Listing Regulations by Merchant Banker:**

   Attached separately.

2. **Due diligence certificate as per the format specified in the SEBI Debenture Trustees Master Circular:**

   Attached separately.

3. **Due diligence certificate as per the format specified in the SEBI Debt Listing Regulations:**

   Attached separately.

ANNEXURE VI: DISCLOSURES PURSUANT TO THE SEBI DEBENTURE TRUSTEES MASTER CIRCULAR

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

Movable assets comprising the receivables arising, *inter alia*, out of identified book debts/loans of 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 of the Issuer set out above over which security is proposed to be created by the Issuer. The details of the underlying loan agreements will be set out in the transaction documents.

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

The charge created over the movable assets set out in (a) above will be reported to the relevant registrar of companies and the Central Registry of Securitisation Asset Reconstruction and Security Interest of India (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 the 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 Debentures are free from any encumbrances.

(e) **For encumbered assets, on which charge is proposed to be created, the following consents along-with their validity as on date of their submission:**

(i) **Details of existing charge over the assets along with details of charge holders, value/ amount, copy of evidence of registration with Sub-registrar, Registrar of Companies, CERSAI, Information Utility (IU) registered with Insolvency and Bankruptcy Board of India (IBBI) etc. as applicable:** Not Applicable.

(ii) **Consent/ No-objection certificate (NOC) from existing charge holders for further creation of charge on the assets or relevant transaction documents wherein existing charge holders have given conditional consent/ permission to the Issuer to create further charge on the assets, along-with terms of such conditional consent/ permission, if any:** Not Applicable.

(iii) **Consent/ NOC from existing unsecured lenders, in case, negative lien is created by Issuer in favour of unsecured lenders:** Not Applicable.

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

(i) **Details of guarantor viz. relationship with the Issuer:** Not Applicable.

(ii) **Net worth statement (not older than 6 months from the date of debenture trustee agreement) certified by a chartered accountant of the guarantor:** Not Applicable.

(iii) **List of assets of the guarantor including undertakings/ consent/ NOC as per para 2.1(b) and 2.1(c) of Chapter II of the SEBI Debenture Trustees Master Circular**: Not Applicable.

(iv) **Conditions of invocation of guarantee including details of put options or any other terms and conditions which may impact the security created:** Not Applicable.

(v) **List of previously entered agreements for providing guarantee to any other person along with an undertaking that there are no agreements other than those provided in the list, if any:** Not Applicable.

(g) **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**: Not Applicable.

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

(iii) **List of assets of the guarantor along-with undertakings/consent/NOC as per para 2.1(b) and 2.1(c) of Chapter II of the SEBI Debenture Trustees Master Circular**: Not Applicable.

(iv) **Conditions of invocation of guarantee including details of put options or any other terms and conditions which may impact the security created:** Not Applicable.

(v) **Impact on the security in case of restructuring activity of the guarantor:** Not Applicable.

(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:** Not Applicable.

(vii) **Copy of Board resolution of the guarantor for the guarantee provided in respect of the debt securities of the Issuer:** Not Applicable.

(viii) **List of previously entered agreements for providing guarantee to any other person along with an undertaking that there are no agreements other than those provided in the list, if any**: Not Applicable.

(h) **In case of any other contractual comforts/ credit enhancements provided for or on behalf of the issuer, it shall be required to be legal, valid and enforceable at all times, as affirmed by the issuer. In all other respects, it shall be dealt with as specified above with respect to guarantees**: Not Applicable.

(i) **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.

(j) **Details of any other form of security being offered viz. Debt Service Reserve Account etc.**: Please refer section named "*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 Key Information Document*" in Section 8.1 (*Summary Terms*).

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

(l) **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.

(m) **Terms and conditions of debenture trustee agreement including fees charged by debenture trustees(s)**: The acceptance fee of the Debenture Trustee is INR 1,02,000 (Indian Rupees One Lakh and Two Thousand only) and the annual service fee of the Debenture Trustee is INR 1,54,000 (Indian Rupees One Lakh and Fifty Four Thousand only) in accordance with the engagement/fee letter dated June 18, 2026, of the Debenture Trustee for terms and conditions of the appointment of the Debenture Trustee and fee of the Debenture Trustee.

(n) **Details of security to be created**: Please refer section named "*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 Key Information Document*" in Section 8.1 (*Summary Terms*).

(a) **Process of due diligence carried out by the debenture trustee under the SEBI Debenture Trustees Master Circular**: The Debenture Trustee has carried out due diligence in accordance with the manner prescribed in the SEBI Debenture Trustees Master 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 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 Debenture Trustees Regulations and the relevant circulars issued by SEBI from time to time (including the SEBI Debenture Trustees Master Circular) as per the nature of security provided by the Issuer in respect of the 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 Debentures are to be secured to the extent of at least 100% of the principal and interest amount or as per the terms of this Key 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.

(v) 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.

(o) **Due diligence certificates as per the format specified in the Debenture Trustees Master Circular and the Debt Listing Regulations**: Enclosed as Annexure V. The due diligence certificates will be submitted to BSE along with the Key Information Document.

ANNEXURE VII: BOARD RESOLUTION AND BORROWING COMMITTEE RESOLUTION

Board Resolution:

Attached separately.

Borrowing Committee Resolution:

Attached separately.

ANNEXURE VIII: SHAREHOLDERS' RESOLUTIONS

Attached separately.

ANNEXURE IX: FORM NO. PAS-4 - PRIVATE PLACEMENT OFFER CUM APPLICATION LETTER

Attached separately.

ANNEXURE X: SHAREHOLDING PATTERN OF THE ISSUER

Attached separately.

ANNEXURE XI: AUDITED FINANCIAL STATEMENTS AND LIMITED REVIEW FINANCIAL RESULTS

Attached separately.

ANNEXURE XII: SPECIFIC DISCLOSURES REQUIRED FROM NBFCs

** The disclosures in this Annexure have been made on the basis of the audited financial results/numbers of the Issuer have been disclosed for the Financial Year ended March 31, 2026, however, the audited financial statements for the Financial Year ended March 31, 2026 are yet to be approved/adopted by the shareholders of the Issuer in their annual general meeting. The audited financial statements or the Financial Year ended March 31, 2026 will be disclosed in accordance with the LODR Regulations and any other directions of SEBI.

1. 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:

1.1 Lending policy: Should contain overview of origination, risk management, monitoring and collections:

Loan origination: The Issuer employs comprehensive appraisal mechanisms for each type of loan depending on the product involved. Client onboarding process comprises desk diligence and due diligence. At desk diligence stage a preliminary view of the entity is captured in the report. Final version of the report is circulated after desk diligence.

Any new customer / borrower would be subject to a rigorous credit appraisal process before it is recommended for Onboarding. Business, Credit, Risk or any other functionary / department that is recommending Onboarding would follow the below broad guidelines in assessing the needs and profile of the customer irrespective of the nature of the credit facility.

Risk Management: The Primary source of repayment is expected to be the positive cash flows generated by the customer's business. However, in case of several customers (such as start-ups that are in initial growth) where cashflow is not positive, Secondary source of repayment should be considered which would include inter alia exclusive security, escrow arrangement, liquidation / sale of assets, guarantor/parent support, net worth of directors / promoters, equity infusion, refinancing, financial flexibility etc. These should be clearly identified as part of the appraisal process while presentation to Approving Authority. Credit appraisal process discourages credit extension to such customers where there is no identified source of repayment / way out.

Management Risk: Appraisal of management is considered the touchstone of the credit analysis. It is crucial to assess both the ability and the willingness of the management to ensure that financial obligations are met fully. The factors such as experience, reputation, depth of management, financial flexibility etc. are to be evaluated to form an opinion on the borrowing entity's management.

Industry and Business Risk: This relates to the industry of which the borrower is a constituent. The firm will be subject to the risk factors to which the industry is exposed. In assessing the Industry risk, the key parameters would be competition, entry & exit barriers, cyclicity, outlook, regulatory risk/ government policies and other contemporary issues.

Business risk arises in case a firm cannot achieve its targeted business performance. Factors could be external and related to the Industry the firm operates in such as dependence of business cycle on economy, vulnerability of business to technological changes and regulatory environment, implication of growing competition, etc are evaluated for business risk analysis.

Factors could also be internal to the firm such as product life cycle, market share, diversity of customer base, long term sales contracts, research and development commitment, distribution, network, technology and business efficiency etc.

Financial Risk: This would include an assessment of the borrower's overall financial strength

based on performance and financial indicators, as derived from its financial statements - historical and projected. While assessing the overall financial strength of a company, the ratios and future prospects would be considered. A comparison of such ratios with other industry participants shall also be done as part of market position / peer analysis.

Governance Risk: Governance, or corporate governance, refers to the ethical management of an organization by its leaders. Good governance takes the needs and expectations of all stakeholders into account i.e. promoters, senior executives, employees, customers, suppliers, lenders, and investors. Effectiveness of governance may be evaluated by understanding a company's policies, processes, management hierarchy, control systems accountability, etc that ensure a functional system of checks & balances to protect the organization's long-term interests

While governance constitutes a part of management & financial risks, Governance Risk requires special discussion for family run businesses, groups with complicated holding structure, groups with multiple related party transactions, and borrowers rated sub-investment-grade (i.e. BB+ or below). Governance is a key diligence metric which and can potentially negate the strengths observed in other risk areas. Any negative observation should be specifically investigated and highlighted to the Approving Authority.

Regulatory Risk: Regulatory risk refers to the possibility that a change in regulations or legislation may increase costs of operations, introduce legal and administrative hurdles, and sometimes even restrict a company from doing business. Such changes may impact the issuer as a lender by way of affecting a borrower's business continuity and/or enforcement of security pertaining to a loan.

All companies must abide by regulations set by governing bodies, and regulatory risk is generally covered as part of Industry & Business Risk analysis.

Environmental and Social Risk: Diligence must encompass assessment of Environmental & Social Risk associated with a company's operations. While the framework for the same is being evolved, for now a declaration from the client is mandated for initial Onboarding. Such declaration includes company's compliance with various parameters identified as part of ESG framework.

Monitoring: Apart from standard covenant stipulated in the sanctioning of loan, the underwriting team (Credit / Risk) shall consider adding specific terms and conditions on case-to-case basis depending on the risk profile and market-wide best practices followed. The Credit policy covers the general covenants that can be stipulated to protect Issuer's interests and the same have to be approved by the Approving Authority.

Quarterly Reviews would be used to track company's performance against projections. Performance, status of compliance with covenants, and other key updates are to be tracked on a quarterly basis. Credit / Risk team shall update relevant sections of the Credit Information Report as part of the Quarterly Review process. These should contain the updates on conduct of account, financial performance, covenant compliance, change in borrowing arrangement, capital infusion, project status (in case of ongoing projects), and other such updates that may be relevant to be monitored on an ongoing basis. Quarterly Review formats depending on customer & product segments have been separately advised as part of "Credit Process – Operating Guidelines". Further, CCO & CRO shall be jointly authorized to change the frequency of monitoring required & Limit Validity (upto 45 calendar day grace period from abovementioned cut-off dates) for accounts on either aggregate risk classification or case-to-case basis.

1.2 Classification of loans/ advances given to associates, entities/ person relating to board, senior management, promoters, others, etc.:

The Issuer has not provided any loans/advances to associates, entities / persons related to the Board, Key Managerial Personnel, Senior Management or our Promoters out of the proceeds of previous private placements of debentures.

1.3 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.:

Please refer paragraph 3 below.

1.4 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:

Concentration of Advances:

Particulars	Amount (in Lakhs)
Total advances to twenty largest borrowers	-
Percentage of advances to twenty largest borrowers to total advances	-

Concentration of Exposures:

Particulars	Amount (in Lakhs)
Total exposures to twenty largest borrowers / customers	-
Percentage of exposures to twenty largest borrowers / customers to total exposure of the applicable NBFC on borrowers / customers	-

1.5 Details of loans, overdue and classified as non-performing in accordance with RBI stipulations:

Please refer paragraph 3 below.

2 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 Issuer:

2.1 **A portfolio summary with regard to industries/ sectors to which borrowings have been made:**

Nil

2.2 **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:**

Year ending	2023	2024	2025	2026
Gross NPA %	-	-	-	-
Gross NPA (Amt in Crs)	-	-	-	-
Net NPA	-	-	-	-
Net NPA (Amt in Crs)	-	-	-	-

Please also paragraph 3.3 below.

2.3 **Quantum and percentage of secured vis-à-vis unsecured borrowings made:**

Please also refer paragraph 3.1 below.

2.4 **Any change in promoters' holdings during the last financial year beyond the threshold, as prescribed by RBI:**

No change

3. **Classification of loans/ advances given according to:**

3.1 **Type of loans:**

Details of types of loans

S. No.	Type of loans	INR, Crore
1	Secured	-
2	Unsecured	-
	Total assets under management (AUM)*^	-

**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;

3.2 **Denomination of loans outstanding by loan-to-value:**

Details of LTV

S. No.	LTV (at the time of origination)	Percentage of AUM
1.	Up to 40%	N.A
2.	40-50%	N.A
3.	50-60%	N.A
4.	60-70%	N.A
5.	70-80%	N.A
6.	80-90%	N.A
7.	>90	N.A
	Total	N.A

3.3 **Sectoral exposure:**

Details of sectoral exposure

S. No.	Segment-wise break-up of AUM	Percentage of AUM
1.	**Retail**	
(A)	Mortgages (home loans and loans against property)	-
(B)	Gold loans	-
(C)	Vehicle finance	-
(D)	MFI	-
(E)	MSME	-
(F)	Capital market funding (loans against shares, margin funding)	-
(G)	Others	-
2.	**Wholesale**	**-**
(A)	Infrastructure	-
(B)	Real estate (including builder loans)	-
(C)	Promoter funding	-
(D)	Any other sector (as applicable)	-
(E)	Others	-

S. No.	Segment-wise break-up of AUM	Percentage of AUM
	Total	**-**

3.4 **Denomination of loans outstanding by ticket size*:**

Details of outstanding loans category wise

S. No.	Ticket size (at the time of origination)	Percentage of AUM
1.	Up to INR 2 lakh	-
2.	INR 2-5 Lakh	-
3.	INR 5-10 Lakh	-
4.	INR 10-25 Lakh	-
5.	INR 25-50 Lakh	-
6.	INR 50 Lakh - 1 crore	-
7.	INR 1-5 crore	-
8.	INR 5-25 crore	-
9.	INR 25-100 crore	-
10.	> INR 100 crore	-
	Total	**-**

** Information required at the borrower level (and not by loan account as a customer may have multiple loan accounts);*

3.5 **Geographical classification of borrowers:**

Top 5 states borrower wise

S. No.	Top 5 States	Percentage of AUM
1.	Maharashtra	-
2.	Karnataka	-
3.	Delhi	-
4.	Tamil Nadu	-
5.	Gujarat	-
	Total	**-**

3.6 **Details of loans overdue and classified as non-performing in accordance with RBI's stipulations:**

Movement of gross NPA

Movement of gross NPA*	INR, Lakhs
Opening gross NPA	-
- Additions during the year	-
- Reductions during the year	-
Closing balance of gross NPA	-

**Please indicate the gross NPA recognition policy (Day's Past Due): 90 days*

Movement of provisions for NPA

Movement of provisions for NPA	INR, Lakhs
Opening balance	-
- Provisions made during the year	-
- Write-off/ write-back of excess provisions	-

Movement of provisions for NPA	INR, Lakhs
Closing balance	-

3.7 **Segment-wise gross NPA:**

Segment wise gross NPA

S. No.	Segment-wise gross NPA	Gross NPA (%)
1.	**Retail**	
(A)	Mortgages (home loans and loans against property)	-
(B)	Gold loans	-
(C)	Vehicle loans	-
(D)	MFI	-
(E)	MSME	-
(F)	Capital market funding (loans against shares, margin funding)	-
(G)	Others	-
2.	**Wholesale**	-
(A)	Infrastructure	-
(B)	Real estate (including builder loans)	-
(C)	Promoter funding	-
(D)	Any other sector (as applicable)	-
(E)	Others	-
	Total	-

3.8 **Residual maturity profile of assets and liabilities (in line with the RBI format):**

Residual maturity profile of assets and liabilities (INR in Lakhs)

Category	Up to 30/31 days	>1 month - 2 months	>2 months - 3 months	>3 months - 6 months	>6 months - 1 year	>1 year - 3 years	>3 years - 5 years	> 5 years	Total
Deposits	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Borrowings	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Debt Securities	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Advances	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Investments	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
FCA*	NA	NA	NA	NA	NA	NA	NA	NA	NA
FCL*	NA	NA	NA	NA	NA	NA	NA	NA	NA

**FCA – Foreign Currency Assets; FCL – Foreign Currency Liabilities*

4. **Details of borrowings granted by issuer**

4.1 **Portfolio Summary of borrowings made by issuer**

Particulars	Amount in INR Lakhs
CC, WCDL, OD	-

Particulars	Amount in INR Lakhs
CP	-
ECB	-
NCD	-
NCS	-
TL	-
Total	**-**

4.2 **Quantum and percentage of secured vs. unsecured borrowings**

Particulars	Amount in INR Lakhs
Secured	-
Unsecured	-
Total	**-**

5. **Disclosure of latest ALM statements to stock exchange:**

Please refer **Annexure XIII**.

The Listed Debt Securities have been migrated from Vivriti Finance Limited *(formerly known as Vivriti Capital Limited)* to the Issuer as a result of the Composite Scheme of Arrangement which is effective from April 01, 2026. Until March 31, 2026, the debt securities were listed under the books of accounts of Vivriti Capital Limited and further information in this regard can be accessed at: https://www.vivriticapital.com/annual-reports.html.

ANNEXURE XIII: LATEST ALM STATEMENTS

Attached separately.