Private & Confidential – For Private Circulation Only

This Key Information Document is neither a Prospectus nor a Statement in Lieu of Prospectus). This Key Information Document is prepared in conformity with Section 42 read with Rule 14 of Companies (Prospectus and Allotment of Securities) Rules 2014 and Securities and Exchange Board of India (Issue and Listing of Non-Convertible Securities) Regulations, 2021, as amended, read with applicable SEBI circulars as amended/modified/supplemented from time to time.

Ref No.: [•] **Key Information Document dated: [•]**, 2026

MUTHOOT HOUSING FINANCE COMPANY LIMITED
Registered Office and Corporate Office:
TC 14/2074-7, Muthoot Centre, Punnen Road, Trivandrum – 695 039
Kerala, India.
CIN: U65922KL2010PLC025624, PAN: AAGCM5328J; LEI No.: 3358008T2XF7A7QRZS71
Date and Place of Incorporation: March 05, 2010, Ernakulam
Contact Person: S.Sumesh; **Tel:** 04714911430;
E-mail: sumesh.s@muthoot.com; Website: https://muthoothousing.com;
Chief Financial Officer: Mr. Yogesh Udhoji, **Tel no.:** 022 62728507, **E-mail:** yogesh.udhoji@muthoot.com;
Compliance Officer and Company Secretary: Mr. S. Sumesh; **Tel no.:** 0471 4911538; E-mail: sumesh.s@muthoot.com;

PRIVATE PLACEMENT BY MUTHOOT HOUSING FINANCE COMPANY LIMITED ("COMPANY." OR "ISSUER") OF 50,000 (FIFTY THOUSAND) RATED, LISTED, UNSECURED, FULLY PAID UP REDEEMABLE, TAXABLE, NON-CONVERTIBLE DEBENTURES HAVING A FACE VALUE OF RS. 10,000/- (RUPEES TEN THOUSAND ONLY) PER DEBENTURE WITH AN ISSUE SIZE OF RS. 50,00,00,000 (RUPEES FIFTY CRORE) ("ISSUE").

[PL NOTE: We have reviewed this Key Information Document from NCS Regulations compliance perspective. Company to ensure that all correct and updated financial and factual information is inserted.]

GENERAL RISK

Investment in debt and debt related securities involve a degree of risk and investors should not invest any funds in the debt instruments, unless they can afford to take the risks attached to such investments. Eligible Investors are advised to take informed decision before taking an investment decision in this offering. For taking an investment decision, the investor must rely on their examination of the Issuer, the Issue, this Key Information Document read with General Information Document including the risks involved. The Issue have not been recommended or approved by Securities and Exchange Board of India ("SEBI") nor does SEBI guarantee the accuracy or adequacy of this document.

CREDIT RATING

The Debentures proposed to be issued have been assigned a rating of "AA-/Stable"" by Crisil Ratings Limited vide its letter dated June 9, 2026. The above ratings are not a recommendation to buy, sell or hold securities and investors should take their own decision. The ratings may be subject to revision or withdrawal at any time by the assigning rating agency and should be evaluated independently of any other ratings. Please refer to Annexure 2 for rating letters and press releases/rating rationale for the above ratings.

PROMOTERS

For details of Promoters, refer "*Details of the Promoters of the Issuer Company*" section in Key Information Document.

LISTING

The Debentures to be issued through this Key Information Document read with the General Information Document are proposed to be listed on the debt segment of BSE.

ELIGIBLE INVESTORS

The offer is made to Eligible Investors as mentioned in this Key Information Document read with the General Information Document. For details, please refer to Section 2(61) (*Issue Details*) of this Key Information Document read with the General Information Document for each Tranche/Series of Debentures. The current issue is not being underwritten. Neither the Issuer nor its Directors are a wilful defaulter.

Compliance Clause of EBP: The Debentures will be issued on the Electronic Book Building Mechanism of BSE in compliance with SEBI NCS Regulations and circulars issued by BSE. This Key Information Document will be uploaded on the EBP of BSE Limited in compliance with the applicable EBP Guidelines of BSE Limited.

ARRANGER TO THE ISSUE [PL NOTE: Please confirm.]	DEBENTURE TRUSTEE	REGISTRAR TO THE ISSUE [PL NOTE: Please confirm.]	CREDIT RATING AGENCY	STATUTORY AUDITOR	MERCHANT BANKER
NA	**Catalyst Trusteeship Limited** Address: GDA House, First Floor, Plot No. 85 S. No. 94 & 95, Bhusari Colony (Right), Kothrud, Pune - 411038, Maharashtra, India	**MUFG Intime India Private Limited** Address: C-101, 1st Floor, 247 Park, Lal Bahadur Shastri Marg, Vikhroli (West), Mumbai City,	**Crisil Ratings Limited** Crisil House, Central Avenue, Hiranandani Business Park, Powai, Mumbai - 400 076, Tel: 022-40001700 Fax: 022-40001701 E-mail: vaibhav.srivastava@crisil.com	For details of the Statutory Auditor please refer to page 14 of this Key Information Document.	**SKI Capital Services Limited** Address: 718, Main Jashi Road, Karol Bagh, Delhi, India, 110005 Tel: +91-011-41189899 Email: dcm@skicapital.net Website: https://www.skicapital.net/ Contact Person: Manick Wadhwa / Vivek Rana

	Tel: +91 22 4922 0555 Email: dt.mumbai@ctltrustee.com Website: https://catalysttrustee.com/	Mumbai, Maharashtra, India, 400083 Tel: 022 - 4918 6060 Fax: NA Email: amit.dabhade@in.mpms.mufg.com Website: https://in.mpms.mufg.com/	Website: https://www.crisilratings.com/en/home.html Contact Person: Vaibhav Srivastava		
Issue Open Date [PL NOTE: We note that the term sheet has two separate dates mentioned for opening date – please let us know the exact date.]	**Issue Close Date [PL NOTE: We note that the term sheet has two separate dates mentioned for closing date – please let us know the exact date.]**	**Date of Earliest Closing**	**Deemed Date of Allotment**		**Pay-in Date**
July 27, 2026	July 27, 2026	NA	July 28, 2026		July 28, 2026
Coupon Rate	**Coupon Payment Frequency**	**Final Redemption Date**		**Redemption Amount**	
10.25% per annum	Monthly and on the Final Redemption Date	July 28, 2029		At par (Rs. 10,000 per Debenture). Please refer Annexure 8 (Illustration of Debenture Cashflows) of this Key Information Document.	
The Issue of Debentures shall be subject to the provisions of the Companies Act, as amended, the rules notified thereunder, the Memorandum and Articles of Association of the Issuer, SEBI NCS Regulations, SEBI LODR Regulations, the terms and conditions of this KID and as modified/ supplemented by the terms of the respective Key Information Document to be filed with the Stock Exchanges/Registrar of Companies, the DTD and the Transaction Documents in relation to the Issue. Capitalized terms used here have the meaning ascribed to them in the GID read with this KID.					

The Issuer reserves its sole and absolute right to modify (pr -pone/ postpone) the issue schedule for each Tranche/Series of Debentures without giving any reasons or prior notice in accordance with applicable law. The issuer also reserves its sole and absolute right to change the Deemed Date of Allotment/Pay in date of each Tranche/Series of Debentures without giving any reasons or prior notice.

A copy of the issue document has been delivered for filing to the Registrar of Companies as required under sub-section (4) of Section 26 of Companies Act, 2013 (18 of 2013) – Not Applicable

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

KEY INFORMATION DOCUMENT

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

THIS KEY INFORMATION DOCUMENT IS PREPARED AND ISSUED IN CONFORMITY WITH THE SEBI NCS REGULATIONS, AS AMENDED FROM TIME TO TIME, READ WITH THE CIRCULARS ISSUED THEREUNDER; THE LISTED DEBENTURES MASTER CIRCULAR TO THE EXTENT APPLICABLE IN RESPECT OF THE DEBT DISCLOSURE DOCUMENTS PURSUANT TO SECTION 42 OF THE COMPANIES ACT, 2013 READ WITH RULE 14 OF THE COMPANIES (PROSPECTUS AND ALLOTMENT OF SECURITIES) RULES, 2014 AND PURSUANT TO SECTION 71 OF THE COMPANIES ACT, 2013 READ WITH RULE 18 OF THE COMPANIES (SHARE CAPITAL AND DEBENTURES) RULES, 2014 FOR ISSUE OF NON-CONVERTIBLE DEBENTURES ON A PRIVATE PLACEMENT BASIS.

THIS KEY INFORMATION DOCUMENT READ WITH THE GENERAL INFORMATION DOCUMENT IS FOR 50,000 (FIFTY THOUSAND) RATED, LISTED, UNSECURED, FULLY PAID UP REDEEMABLE, TAXABLE, NON-CONVERTIBLE DEBENTURES HAVING A FACE VALUE OF RS. 10,000/- (RUPEES TEN THOUSAND ONLY) PER DEBENTURE AGGREGATING TO RS. 50,00,00,000 (RUPEES FIFTY CRORES) BY THE COMPANY ON PRIVATE PLACEMENT BASIS (THE "**ISSUE**"). THE ISSUER MAY ISSUE DEBENTURE WITH AN AGGREGATE AMOUNT UPTO WHICH SHALL BE APPROVED BY THE BOARD OF DIRECTOR/ COMMITTEE OF DIRECTORS FOR DEBENTURES FROM TIME TO TIME.

THE DEBENTURES ARE BEING ISSUED AT A FACE VALUE OF INR 10,000 (INDIAN RUPEES TEN THOUSAND) EACH PURSUANT TO SEBI CIRCULAR NO. SEBI/HO/DDHS/DDHS-POD-1/P/CIR/2024/94 DATED JULY 3, 2024, WHICH PERMITS ISSUANCE OF LISTED DEBT SECURITIES ON A PRIVATE PLACEMENT BASIS AT A REDUCED DENOMINATION FROM THE STANDARD MINIMUM FACE VALUE OF INR 1,00,000. THE REDUCED DENOMINATION DOES NOT MITIGATE ANY CREDIT, LIQUIDITY, INTEREST RATE OR OTHER INVESTMENT RISKS ASSOCIATED WITH SUCH SECURITIES. ANY SECURITY STRUCTURE, CREDIT ENHANCEMENT OR REPAYMENT MECHANISM (IF APPLICABLE) WILL BE AS SPECIFIED IN THE RELEVANT OFFER DOCUMENT. ALTHOUGH THE DEBENTURES MAY BE LISTED ON A RECOGNISED STOCK EXCHANGE, THERE CAN BE NO ASSURANCE OF LIQUIDITY OR THE DEVELOPMENT OF AN ACTIVE SECONDARY MARKET. INVESTORS SHOULD CONDUCT THEIR OWN INDEPENDENT ASSESSMENT BEFORE MAKING AN INVESTMENT DECISION.

AUTHORITY TO THE ISSUE

The present issue of Debentures is being made pursuant to:

a. Board Resolution passed at the meeting of Board of Directors held on April 29, 2026 under Sections 42 and 71 of Companies Act, 2013 to borrow up to Rs. 300,00,00,000 (Rupees Three Hundred Crores).
b. Special Resolution passed in Extra Ordinary General Meeting held on June 2, 2026 under Sections 42 and 71 of Companies Act, 2013 read with Companies (Prospectus and Allotment of Securities) Rules, 2014, and the Companies (Share Capital and Debentures) Rules, 2014 (including any statutory modification(s) or re-enactment(s) thereof, for the time being in force) as amended, or provisions of any other applicable law, to raise funds of up to 6,000,00,00,000 (Indian Rupees Six Thousand Crores).
c. Shareholder Resolution dated April 29, 2026 approving the borrowing limits for borrowing by the Company and the security limits for creation of security by the company pursuant to Section 180 of the Act.
d. Debenture Issue Committee Resolution passed at the meeting of the Committee held on **[•]**, 2026 for Issue of Debentures up to 50,00,00,000 (Indian Rupees Fifty Crores). **[PL NOTE: Please provide.]**

1. ISSUER'S ABSOLUTE RESPONSIBILITY:

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

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 the Key Information Document is true and correct in all material aspects and is not misleading, that the opinions and intentions expressed herein are honestly stated and that there are no other facts, the omission of which make this document as a whole or any of such information or the expression of any such opinions or intentions misleading.

2. ISSUER'S DISCLAIMER CLAUSE:

THIS KEY INFORMATION DOCUMENT IS NEITHER A PROSPECTUS NOR A STATEMENT IN LIEU OF A PROSPECTUS AND SHOULD NOT BE CONSTRUED TO BE A PROSPECTUS OR A STATEMENT IN LIEU OF A PROSPECTUS UNDER THE COMPANIES ACT. THE ISSUE OF THE DEBENTURES TO BE LISTED ON THE WDM SEGMENT OF THE BSE IS BEING MADE STRICTLY ON A PRIVATE PLACEMENT BASIS. MULTIPLE COPIES HEREOF GIVEN TO THE SAME ENTITY SHALL BE DEEMED TO BE GIVEN TO THE SAME PERSON AND SHALL BE TREATED AS SUCH. THIS KEY INFORMATION DOCUMENT DOES NOT CONSTITUTE AND SHALL NOT BE DEEMED TO CONSTITUTE AN OFFER OR INVITATION TO SUBSCRIBE TO THE DEBENTURES TO THE PUBLIC IN GENERAL.

AS PER THE APPLICABLE PROVISIONS, IT IS NOT NECESSARY FOR A COPY OF THIS KEY INFORMATION DOCUMENT TO BE FILED OR SUBMITTED TO THE SEBI FOR ITS REVIEW AND/OR APPROVAL. THIS KEY INFORMATION DOCUMENT HAS BEEN PREPARED IN CONFORMITY WITH THE SEBI NCS REGULATIONS AS AMENDED FROM TIME TO TIME AND APPLICABLE RBI REGULATIONS GOVERNING PRIVATE PLACEMENTS OF DEBENTURES BY NBFCS. THIS KEY INFORMATION DOCUMENT HAS BEEN PREPARED SOLELY TO PROVIDE GENERAL INFORMATION ABOUT THE ISSUER TO ELIGIBLE INVESTORS TO WHOM IT IS ADDRESSED AND WHO ARE WILLING AND ELIGIBLE TO SUBSCRIBE TO THE DEBENTURES. THIS KEY INFORMATION DOCUMENT DOES NOT PURPORT TO CONTAIN ALL THE INFORMATION THAT ANY ELIGIBLE INVESTOR MAY REQUIRE. FURTHER, THIS KEY INFORMATION DOCUMENT HAS BEEN PREPARED FOR INFORMATIONAL PURPOSES RELATING TO THIS TRANSACTION ONLY AND UPON THE EXPRESS UNDERSTANDING THAT IT WILL BE USED ONLY FOR THE PURPOSES SET FORTH HEREIN.

NEITHER THIS KEY INFORMATION DOCUMENT NOR ANY OTHER INFORMATION SUPPLIED IN CONNECTION WITH THE DEBENTURES IS INTENDED TO PROVIDE THE BASIS OF ANY CREDIT OR OTHER EVALUATION AND ANY RECIPIENT OF THIS KEY INFORMATION DOCUMENT SHOULD NOT CONSIDER SUCH RECEIPT AS A RECOMMENDATION TO SUBSCRIBE TO ANY DEBENTURES. EACH POTENTIAL INVESTOR CONTEMPLATING SUBSCRIPTION TO ANY DEBENTURES SHOULD MAKE ITS OWN INDEPENDENT INVESTIGATION OF THE FINANCIAL CONDITION AND AFFAIRS OF THE ISSUER, AND ITS OWN APPRAISAL OF THE CREDITWORTHINESS OF THE ISSUER. POTENTIAL INVESTORS SHOULD CONSULT THEIR OWN FINANCIAL, LEGAL, TAX AND OTHER PROFESSIONAL ADVISORS AS TO THE RISKS AND INVESTMENT CONSIDERATIONS ARISING FROM AN INVESTMENT IN THE DEBENTURES AND SHOULD POSSESS THE APPROPRIATE RESOURCES TO ANALYZE SUCH INVESTMENT AND THE SUITABILITY OF SUCH INVESTMENT TO SUCH POTENTIAL INVESTOR'S PARTICULAR CIRCUMSTANCES.

THE ISSUER CONFIRMS THAT, AS OF THE DATE HEREOF, THIS KEY INFORMATION DOCUMENT (INCLUDING THE DOCUMENTS INCORPORATED BY REFERENCE HEREIN, IF ANY) CONTAINS ALL THE INFORMATION THAT IS MATERIAL IN THE CONTEXT OF THE ISSUE AND REGULATORY REQUIREMENTS IN RELATION TO THE ISSUE AND IS ACCURATE IN ALL SUCH MATERIAL RESPECTS. NO PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR TO MAKE ANY REPRESENTATION NOT CONTAINED OR INCORPORATED BY REFERENCE IN THIS KEY INFORMATION DOCUMENT OR IN ANY MATERIAL MADE AVAILABLE BY THE ISSUER TO ANY POTENTIAL INVESTOR PURSUANT HERETO AND, IF GIVEN OR MADE, SUCH INFORMATION OR REPRESENTATION MUST NOT BE RELIED UPON AS HAVING BEING AUTHORIZED BY THE ISSUER. THE ISSUER CERTIFIES THAT THE DISCLOSURES MADE IN THE DEBT DISCLOSURE DOCUMENTS ARE ADEQUATE AND IN

CONFORMITY WITH THE SEBI NCS REGULATIONS AND THE COMPANIES (PROSPECTUS AND ALLOTMENT OF SECURITIES) RULES, 2014. FURTHER, THE ISSUER ACCEPTS NO RESPONSIBILITY FOR STATEMENTS MADE OTHERWISE THAN IN THE GENERAL INFORMATION DOCUMENT OR ANY OTHER MATERIAL ISSUED BY OR AT THE INSTANCE OF THE ISSUER AND ANYONE PLACING RELIANCE ON ANY SOURCE OF INFORMATION OTHER THAN THIS KEY INFORMATION DOCUMENT WOULD BE DOING SO AT ITS OWN RISK.

THE DEBT DISCLOSURE DOCUMENTS AND THE RESPECTIVE CONTENTS HEREOF RESPECTIVELY, ARE RESTRICTED ONLY FOR THE INTENDED RECIPIENT(S) WHO HAVE BEEN ADDRESSED DIRECTLY AND SPECIFICALLY THROUGH A COMMUNICATION BY THE ISSUER AND ONLY SUCH RECIPIENTS ARE ELIGIBLE TO APPLY FOR THE DEBENTURES. ALL INVESTORS ARE REQUIRED TO COMPLY WITH THE RELEVANT REGULATIONS/GUIDELINES APPLICABLE TO THEM FOR INVESTING IN THIS ISSUE. THE CONTENTS OF THE DEBT DISCLOSURE DOCUMENTS ARE INTENDED TO BE USED ONLY BY THOSE INVESTORS TO WHOM IT IS DISTRIBUTED. IT IS NOT INTENDED FOR DISTRIBUTION TO ANY OTHER PERSON AND SHOULD NOT BE REPRODUCED BY THE RECIPIENT.

NO INVITATION IS BEING MADE TO ANY PERSONS OTHER THAN THOSE TO WHOM APPLICATION FORMS ALONG WITH THE DEBT DISCLOSURE DOCUMENTS BEING ISSUED HAVE BEEN SENT. ANY APPLICATION BY A PERSON TO WHOM THE DEBT DISCLOSURE DOCUMENTS HAVE NOT BEEN SENT BY THE ISSUER SHALL BE REJECTED WITHOUT ASSIGNING ANY REASON.

THE PERSON WHO IS IN RECEIPT OF THE DEBT DISCLOSURE DOCUMENTS SHALL NOT REPRODUCE OR DISTRIBUTE IN WHOLE OR IN PART OR MAKE ANY ANNOUNCEMENT IN PUBLIC OR TO A THIRD PARTY REGARDING THE CONTENTS HEREOF WITHOUT THE CONSENT OF THE ISSUER. THE RECIPIENT AGREES TO KEEP CONFIDENTIAL ALL INFORMATION PROVIDED (OR MADE AVAILABLE HEREAFTER), INCLUDING, WITHOUT LIMITATION, THE EXISTENCE AND TERMS OF THE ISSUE, ANY SPECIFIC PRICING INFORMATION RELATED TO THE ISSUE OR THE AMOUNT OR TERMS OF ANY FEES PAYABLE TO US OR OTHER PARTIES IN CONNECTION WITH THE ISSUE. THE DEBT DISCLOSURE DOCUMENTS MAY NOT BE PHOTOCOPIED, REPRODUCED, OR DISTRIBUTED TO OTHERS AT ANY TIME WITHOUT THE PRIOR WRITTEN CONSENT OF THE ISSUER. UPON REQUEST, THE RECIPIENTS WILL PROMPTLY RETURN ALL MATERIAL RECEIVED FROM THE ISSUER (INCLUDING THIS KEY INFORMATION DOCUMENT) WITHOUT RETAINING ANY COPIES HEREOF. IF ANY RECIPIENT OF THE DEBT DISCLOSURE DOCUMENTS DECIDES NOT TO PARTICIPATE IN THE ISSUE, THAT RECIPIENT MUST PROMPTLY RETURN THE DEBT DISCLOSURE DOCUMENTS AND ALL REPRODUCTIONS WHETHER IN WHOLE OR IN PART AND ANY OTHER INFORMATION STATEMENT, NOTICE, OPINION, MEMORANDUM, EXPRESSION OR FORECAST MADE OR SUPPLIED AT ANY TIME IN RELATION THERETO OR RECEIVED IN CONNECTION WITH THE ISSUE TO THE ISSUER.

THE ISSUER DOES NOT UNDERTAKE TO UPDATE THE DEBT DISCLOSURE DOCUMENTS TO REFLECT SUBSEQUENT EVENTS AFTER THE DATE OF THE DEBT DISCLOSURE DOCUMENTS AND THUS IT SHOULD NOT BE RELIED UPON WITH RESPECT TO SUCH SUBSEQUENT EVENTS WITHOUT FIRST CONFIRMING ITS ACCURACY WITH THE ISSUER.

NEITHER THE DELIVERY OF THE DEBT DISCLOSURE DOCUMENTS NOR ANY SALE OF DEBENTURES MADE HEREAFTER SHALL, UNDER ANY CIRCUMSTANCES, CONSTITUTE A REPRESENTATION OR CREATE ANY IMPLICATION THAT THERE HAS BEEN NO CHANGE IN THE AFFAIRS OF THE ISSUER SINCE THE DATE HEREOF.

THE DEBT DISCLOSURE DOCUMENTS DO NOT CONSTITUTE, NOR MAY IT BE USED FOR OR IN CONNECTION WITH, AN OFFER OR SOLICITATION BY ANYONE IN ANY JURISDICTION IN WHICH SUCH OFFER OR SOLICITATION IS NOT AUTHORIZED OR TO ANY PERSON TO WHOM IT IS UNLAWFUL TO MAKE SUCH AN OFFER OR SOLICITATION. NO ACTION IS BEING TAKEN TO PERMIT AN OFFERING OF THE DEBENTURES OR THE DISTRIBUTION OF THE DEBT DISCLOSURE DOCUMENTS IN ANY JURISDICTION WHERE SUCH ACTION IS REQUIRED.

PERSONS INTO WHOSE POSSESSION THE DEBT DISCLOSURE DOCUMENTS COME ARE REQUIRED TO INFORM THEMSELVES OF, AND TO OBSERVE, ANY SUCH RESTRICTIONS. THE GENERAL INFORMATION DOCUMENT IS MADE AVAILABLE TO POTENTIAL INVESTORS IN THE ISSUE ON THE STRICT UNDERSTANDING THAT IT IS CONFIDENTIAL.

3. DISCLAIMER OF SECURITIES AND EXCHANGE BOARD OF INDIA

IT IS TO BE DISTINCTLY UNDERSTOOD THAT FILING OF THE GENERAL INFORMATION DOCUMENT TO THE 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 GENERAL INFORMATION DOCUMENT. THE ISSUER, HAS CERTIFIED THAT THE DISCLOSURES MADE IN THE GENERAL INFORMATION DOCUMENT ARE GENERALLY ADEQUATE AND ARE IN CONFORMITY WITH THE SEBI NCS REGULATIONS. THIS REQUIREMENT IS TO FACILITATE INVESTORS TO TAKE AN INFORMED DECISION FOR MAKING INVESTMENT IN THE PROPOSED ISSUE.

4. DISCLAIMER STATEMENT FROM THE ISSUER

THE COMPANY ACCEPTS NO RESPONSIBILITY FOR STATEMENTS MADE OTHERWISE THAN IN THE GENERAL INFORMATION DOCUMENT OR ANY OTHER MATERIAL ISSUED BY OR AT THE INSTANCE OF THE COMPANY AND ANYONE PLACING RELIANCE ON ANY OTHER SOURCE OF INFORMATION WOULD BE DOING SO AT HIS OWN RISK.

5. DISCLAIMER IN RESPECT OF THE JURISDICTION

THE ISSUE IS BEING MADE IN INDIA, TO THE ELIGIBLE INVESTORS. THIS KEY INFORMATION DOCUMENT AND THE RELEVANT KEY INFORMATION DOCUMENT WILL NOT, HOWEVER CONSTITUTE AN OFFER TO SELL OR AN INVITATION TO SUBSCRIBE FOR THE DEBENTURES OFFERED HEREBY IN ANY JURISDICTION OTHER THAN INDIA TO ANY PERSON TO WHOM IT IS UNLAWFUL TO MAKE AN OFFER OR INVITATION IN SUCH JURISDICTION. ANY PERSON INTO WHOSE POSSESSION THIS KEY INFORMATION DOCUMENT AND THE RELEVANT KEY INFORMATION DOCUMENT COMES IS REQUIRED TO INFORM HIMSELF OR HERSELF ABOUT, AND TO OBSERVE, ANY SUCH RESTRICTIONS.

6. DISCLAIMER OF THE STOCK EXCHANGE

AS REQUIRED, A COPY OF THIS KEY INFORMATION DOCUMENT HAS BEEN FILED WITH THE BSE IN TERMS OF THE SEBI NCS REGULATIONS. IT IS TO BE DISTINCTLY UNDERSTOOD THAT SUBMISSION OF THIS KEY INFORMATION DOCUMENT TO THE BSE SHOULD NOT IN ANY WAY BE DEEMED OR CONSTRUED TO MEAN THAT THIS KEY INFORMATION DOCUMENT HAS BEEN REVIEWED, CLEARED, OR APPROVED BY THE BSE; NOR DOES THE BSE IN ANY MANNER WARRANT, CERTIFY OR ENDORSE THE CORRECTNESS OR COMPLETENESS OF ANY OF THE CONTENTS OF THIS KEY INFORMATION DOCUMENT, NOR DOES THE BSE WARRANT THAT THE ISSUER'S DEBENTURES WILL BE LISTED OR WILL CONTINUE TO BE LISTED ON THE BSE; NOR DOES THE BSE TAKE ANY RESPONSIBILITY FOR THE SOUNDNESS OF THE FINANCIAL AND OTHER CONDITIONS OF THE ISSUER, ITS PROMOTERS, ITS MANAGEMENT OR ANY SCHEME OR PROJECT OF THE ISSUER.

EVERY PERSON WHO DESIRES TO APPLY FOR OR OTHERWISE ACQUIRE ANY SECURITIES OF THIS ISSUER MAY DO SO PURSUANT TO INDEPENDENT INQUIRY, INVESTIGATION AND ANALYSIS AND SHALL NOT HAVE ANY CLAIM AGAINST THE EXCHANGE WHATSOEVER BY REASON OF ANY LOSS WHICH MAY BE SUFFERED BY SUCH PERSON CONSEQUENT TO OR IN CONNECTION WITH SUCH SUBSCRIPTION/ ACQUISITION WHETHER BY REASON OF ANYTHING STATED OR OMITTED TO BE STATED HEREIN OR ANY OTHER REASON WHATSOEVER.

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

7. DISCLAIMER OF THE RATING AGENCY

DISCLAIMER OF CRISIL RATINGS LIMITED

CRISIL RATINGS HAS TAKEN DUE CARE AND CAUTION IN COMPILATION OF DATA FOR ITS WEBSITE. INFORMATION HAS BEEN OBTAINED BY CRISIL RATINGS FROM SOURCES WHICH IT CONSIDERS RELIABLE. HOWEVER, CRISIL RATINGS DOES NOT MAKE ANY REPRESENTATION, WARRANTIES OF ANY KIND (EXPRESS OR IMPLIED) OR GUARANTEE THE ACCURACY, ADEQUACY, SUITABILITY OR COMPLETENESS OF ANY INFORMATION, MERCHANTABILITY OR ITS FITNESS FOR A PARTICULAR PURPOSE. ANY RELIANCE YOU PLACE ON SUCH INFORMATION IS, THEREFORE, STRICTLY AT YOUR OWN RISK AND CRISIL RATINGS IS NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS OR FOR THE RESULTS OBTAINED FROM YOUR USE OF SUCH INFORMATION. THE INFORMATION AVAILABLE ON THIS WEBSITE IS INTENDED SOLELY FOR YOUR USE AND PURPOSE FOR WHICH RATING HAS BEEN SOUGHT AND AS PART OF DISCLOSURES ON WEBSITE REQUIRED AS PER APPLICABLE LAW AND REGULATIONS. NONE OF THE INFORMATION AVAILABLE ON THE WEBSITE MAY BE COPIED, REPRODUCED, PRESENTED, QUOTED, REARRANGED OR FURTHER TRANSMITTED, DISSEMINATED, REDISTRIBUTED, MARKETED OR SOLD, IN WHOLE OR IN PART, FOR ANY PURPOSE, OR IN ANY MANNER OR FORM WITHOUT THE PRIOR WRITTEN CONSENT OF CRISIL RATINGS. NONE OF THE CONTENTS OF THIS WEBSITE MAKE ANY RECOMMENDATION TO BUY, SELL OR HOLD ANY SECURITY AND SHOULD NOT BE CONSTRUED AS OFFERING INVESTMENT ADVICE. CRISIL RATINGS IS ALSO NOT RESPONSIBLE FOR ANY ERRORS IN TRANSMISSION AND ESPECIALLY STATES THAT IT HAS NO FINANCIAL LIABILITY WHATSOEVER TO THE SUBSCRIBERS/ USERS/ TRANSMITTERS/ DISTRIBUTORS OF THE CONTENTS OF ITS WEB SITE. IN NO EVENT WILL CRISIL RATINGS BE LIABLE FOR ANY LOSS OR DAMAGE INCLUDING WITHOUT LIMITATION, INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGE, OR ANY LOSS OR DAMAGE WHATSOEVER ARISING FROM LOSS OF DATA, LOSS OF BUSINESS OR PROFITS ARISING OUT OF, OR IN CONNECTION WITH, YOUR USE OF THIS WEBSITE. FURTHERMORE, CRISIL RATINGS SHALL HAVE NO RESPONSIBILITY OR LIABILITY FOR DELAYS OR FAILURES DUE TO CIRCUMSTANCES BEYOND ITS CONTROL.

8. DISCLAIMER OF THE ADVISOR ("ADVISOR") TO THE ISSUE (IF APPLICABLE)

THE ISSUER PROPOSES TO ISSUE DEBT SECURITIES ON A PRIVATE PLACEMENT BASIS. THE ISSUER HAS PREPARED THIS KEY INFORMATION DOCUMENT AND THE ISSUER IS SOLELY RESPONSIBLE AND LIABLE FOR ITS CONTENTS. THE ISSUER WILL COMPLY WITH ALL LAWS, RULES AND REGULATIONS AND HAS OBTAINED ALL REGULATORY, GOVERNMENTAL, CORPORATE AND OTHER NECESSARY APPROVALS FOR THE ISSUANCE OF THE DEBENTURES. THE ISSUER CONFIRMS THAT ALL THE INFORMATION CONTAINED IN THIS KEY INFORMATION DOCUMENT HAS BEEN PROVIDED BY THE ISSUER OR IS FROM PUBLICLY AVAILABLE INFORMATION, AND SUCH INFORMATION HAS NOT BEEN INDEPENDENTLY VERIFIED BY THE ADVISOR. THE INFORMATION CONTAINED IN THE GENERAL INFORMATION DOCUMENT IS FOR GENERAL INFORMATION PURPOSES ONLY, WITHOUT REGARD TO SPECIFIC OBJECTIVES, SUITABILITY, FINANCIAL SITUATIONS AND NEEDS OF ANY PARTICULAR PERSON AND DOES NOT CONSTITUTE ANY RECOMMENDATION, AND SHOULD NOT BE CONSTRUED AS AN OFFER TO SELL OR THE SOLICITATION OF AN OFFER TO BUY, PURCHASE OR SUBSCRIBE TO ANY SECURITIES, IF ANY, MENTIONED THEREIN, AND NEITHER THIS KEY INFORMATION DOCUMENT NOR ANYTHING CONTAINED HEREIN SHALL FORM THE BASIS OF OR BE RELIED UPON IN CONNECTION WITH ANY CONTRACT OR COMMITMENT WHATSOEVER. THIS KEY INFORMATION DOCUMENT SHOULD NOT BE CONSTRUED AS A RECOMMENDATION ON BEHALF OF THE ISSUER OR THE ADVISOR OR ANY COUNTERPARTY OR ANY PERSON THAT ANY RECIPIENT OF THIS KEY INFORMATION DOCUMENT SHOULD PARTICIPATE IN ANY FACILITY/PROJECT. EACH RECIPIENT OF THIS KEY INFORMATION DOCUMENT CONTEMPLATING PARTICIPATING IN THE PROPOSED DEBENTURE ISSUE SHALL MAKE, AND SHALL BE DEEMED TO HAVE MADE, ITS OWN INDEPENDENT ASSESSMENT OF THE FINANCIAL CONDITIONS AND AFFAIRS AND ITS OWN APPRAISAL OF THE CREDITWORTHINESS OF THE ISSUER. THIS KEY INFORMATION DOCUMENT DOES NOT SOLICIT ANY ACTION BASED ON THE MATERIAL CONTAINED HEREIN.

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NOTHING IN THESE MATERIALS IS INTENDED BY THE ADVISOR TO BE CONSTRUED AS LEGAL, ACCOUNTING, TECHNICAL OR TAX ADVICE. THIS KEY INFORMATION DOCUMENT HAS NOT BEEN APPROVED AND WILL OR MAY NOT BE REVIEWED OR APPROVED BY ANY STATUTORY OR REGULATORY AUTHORITY IN INDIA OR BY ANY STOCK EXCHANGE IN INDIA. THIS KEY INFORMATION DOCUMENT MAY NOT BE ALL INCLUSIVE AND MAY NOT CONTAIN ALL OF THE INFORMATION THAT THE RECIPIENT MAY CONSIDER MATERIAL. THIS KEY INFORMATION DOCUMENT AND INFORMATION CONTAINED HEREIN OR ANY PART OF IT DOES NOT CONSTITUTE OR PURPORT TO CONSTITUTE INVESTMENT ADVICE IN PUBLICLY ACCESSIBLE MEDIA AND SHOULD NOT BE PRINTED, REPRODUCED, TRANSMITTED, SOLD, DISTRIBUTED OR PUBLISHED BY THE RECIPIENT WITHOUT THE PRIOR WRITTEN APPROVAL FROM THE ADVISOR. NEITHER THIS KEY INFORMATION DOCUMENT NOR ANY COPY OF IT MAY BE TAKEN OR TRANSMITTED INTO THE UNITED STATES, CANADA, OR JAPAN OR DISTRIBUTED, DIRECTLY OR INDIRECTLY, IN THE UNITED STATES OR CANADA OR DISTRIBUTED OR REDISTRIBUTED IN JAPAN OR TO ANY RESIDENT THEREOF. THE DISTRIBUTION OF THIS KEY INFORMATION DOCUMENT IN OTHER JURISDICTIONS MAY BE RESTRICTED BY LAW, AND PERSONS INTO WHOSE POSSESSION THIS KEY INFORMATION DOCUMENT COMES SHOULD INFORM THEMSELVES ABOUT, AND OBSERVE, ANY SUCH RESTRICTIONS. NEITHER THE ADVISOR AND ITS AFFILIATES, NOR ITS DIRECTORS, EMPLOYEES, AGENTS OR REPRESENTATIVES SHALL BE LIABLE FOR ANY DAMAGES WHETHER DIRECT OR INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL INCLUDING LOST REVENUE OR LOST PROFITS THAT MAY ARISE FROM OR IN CONNECTION WITH THE DISTRIBUTION OR USE OF THIS KEY INFORMATION DOCUMENT. FURTHER, NO REPRESENTATION OR WARRANTY, EXPRESSED OR IMPLIED, IS MADE OR GIVEN BY OR ON BEHALF OF THE ADVISOR OR ITS OR THEIR AFFILIATES, NOR ANY PERSON WHO CONTROLS IT OR THEM OR ANY DIRECTOR, OFFICER, EMPLOYEE, ADVISOR OR AGENT OF IT OR THEM, OR AFFILIATE OF ANY SUCH PERSON OR SUCH PERSONS AS TO THE ORIGIN, ACCURACY, CORRECTNESS, AUTHENTICITY, COMPLETENESS OR FAIRNESS OF THE INFORMATION OR OPINIONS OR PROJECTIONS/FORECAST CONTAINED IN THIS KEY INFORMATION DOCUMENT OR THE UNDERLYING ASSUMPTIONS ON WHICH THEY ARE BASED AND THE ADVISOR OR ITS AFFILIATES OR SUCH PERSONS DO NOT ACCEPT ANY RESPONSIBILITY OR LIABILITY FOR ANY SUCH INFORMATION OR OPINIONS AND THEREFORE, ANY LIABILITY OR RESPONSIBILITY IS EXPRESSLY DISCLAIMED. THIS KEY INFORMATION DOCUMENT IS ISSUED BY THE ISSUER WITHOUT ANY LIABILITY / UNDERTAKING / COMMITMENT ON THE PART OF THE ADVISOR OR ANY OTHER ENTITY, EXCEPT WHERE IT IS EXPLICITLY STATED. FURTHER, IN CASE OF ANY COMMITMENT ON BEHALF OF THE ADVISOR OR ANY OTHER ENTITY, SUCH COMMITMENT IS VALID ONLY WHEN SEPARATELY CONFIRMED BY THAT ENTITY.

THE ADVISOR HAS NOT CARRIED OUT ANY DUE DILIGENCE INDEPENDENTLY IN VERIFYING THE ACCURACY OR VERACITY OF ANY DATA MENTIONED IN THIS KEY INFORMATION DOCUMENT. NOTHING CONTAINED HEREIN IS OR SHALL BE RELIED UPON AS A PROMISE OR REPRESENTATION REGARDING THE HISTORIC OR CURRENT POSITION OR PERFORMANCE OF THE COMPANY OR ANY FUTURE EVENTS OR PERFORMANCE OF THE COMPANY. COMPANY AGREES AND UNDERSTANDS THAT THE ADVISOR IS NOT A REGISTERED VALUER PURSUANT TO SECTION 247 OF THE COMPANIES ACT, 2013 AND RULES MADE THEREUNDER.

ANY REPORT/ GENERAL INFORMATION DOCUMENT ISSUED BY THE ADVISOR UNDER THIS TRANSACTION SHOULD NOT BE USED FOR THE PURPOSE OF DEBT SYNDICATION WITH ANY OF THE BANKS, NBFC, OR FINANCIAL INSTITUTIONS. THE REPORT SHOULD BE USED FOR THE INTERNAL PURPOSE OF THE COMPANY AND AS AGREED IN THE SCOPE OF WORK. THE REPORT OR ANY PART THEREOF SHOULD NOT BE ISSUED TO ANY THIRD WITHOUT THE CONSENT OF THE ADVISOR EXCEPT AS AGREED BY COMPANY AND ADVISOR. THIS KEY INFORMATION DOCUMENT IS DIVIDED INTO CHAPTERS & SUB-SECTIONS ONLY FOR THE PURPOSE OF READING CONVENIENCE. ANY PARTIAL READING OF THIS KEY INFORMATION DOCUMENT MAY LEAD TO INFERENCES, WHICH MAY BE AT DIVERGENCE WITH THE CONCLUSIONS AND OPINIONS BASED ON THE ENTIRETY OF THIS KEY INFORMATION DOCUMENT. THIS KEY INFORMATION DOCUMENT IS FURNISHED ON A STRICTLY CONFIDENTIAL BASIS AND IS FOR THE SOLE USE OF THE PERSON TO WHOM IT IS ADDRESSED ONLY IN CONNECTION WITH THE PROPOSED FACILITY/PROJECT. BY ACCEPTING A COPY OF THIS KEY INFORMATION DOCUMENT, THE RECIPIENT ACCEPTS THE

TERMS OF THIS NOTICE, WHICH FORMS AN INTEGRAL PART OF THIS KEY INFORMATION DOCUMENT.

9. DISCLAIMER OF THE ARRANGERS

THE ROLE OF EACH ARRANGER IN THE ASSIGNMENT IS CONFINED TO MARKETING AND PLACEMENT OF THE DEBT SECURITIES ON THE BASIS OF THIS KEY INFORMATION DOCUMENT AS PREPARED BY THE ISSUER. THE ARRANGERS HAVE NEITHER SCRUTINIZED NOR VETTED NOR REVIEWED NOR HAVE THEY DONE ANY DUE-DILIGENCE FOR VERIFICATION OF THE CONTENTS OF THIS KEY INFORMATION DOCUMENT. THE ARRANGERS SHALL USE THIS KEY INFORMATION DOCUMENT FOR THE PURPOSE OF SOLICITING SUBSCRIPTION(S) FROM ELIGIBLE INVESTORS IN THE DEBT SECURITIES TO BE ISSUED BY THE ISSUER ON A PRIVATE PLACEMENT BASIS. IT IS TO BE DISTINCTLY UNDERSTOOD THAT THE AFORESAID USE OF THIS KEY INFORMATION DOCUMENT BY THE ARRANGERS SHOULD NOT IN ANY WAY BE DEEMED OR CONSTRUED TO MEAN THAT THE DOCUMENT HAS BEEN PREPARED, CLEARED, APPROVED, REVIEWED OR VETTED BY THEM; NOR SHOULD THE CONTENTS TO THIS KEY INFORMATION DOCUMENT IN ANY MANNER BE DEEMED TO HAVE BEEN WARRANTED, CERTIFIED OR ENDORSED BY ANY OF THE ARRANGERS SO AS TO THE CORRECTNESS OR COMPLETENESS THEREOF.

NOTHING IN THIS KEY INFORMATION DOCUMENT CONSTITUTES AN OFFER OF SECURITIES FOR SALE IN THE UNITED STATES OF AMERICA OR ANY OTHER JURISDICTION OTHER THAN INDIA OR WHERE SUCH OFFER OR PLACEMENT WOULD BE IN VIOLATION OF ANY LAW, RULE OR REGULATION. NO ACTION IS BEING TAKEN TO PERMIT AN OFFERING OF THE DEBT SECURITIES OR THE DISTRIBUTION OF THIS KEY INFORMATION DOCUMENT IN ANY JURISDICTION WHERE SUCH ACTION IS REQUIRED. THE DISTRIBUTION/TAKING/SENDING/DISPATCHING/TRANSMITTING OF THIS KEY INFORMATION DOCUMENT AND THE OFFERING AND SALE OF THE DEBT SECURITIES MAY BE RESTRICTED BY LAW IN CERTAIN JURISDICTIONS AND PERSONS INTO WHOSE POSSESSION THIS KEY INFORMATION DOCUMENT COMES SHOULD INFORM THEMSELVES ABOUT AND OBSERVE, ANY SUCH RESTRICTIONS.

THE ISSUER HAS PREPARED THIS KEY INFORMATION DOCUMENT AND IS SOLELY RESPONSIBLE AND LIABLE FOR ITS CONTENTS. THE ISSUER WILL COMPLY WITH ALL LAWS, RULES AND REGULATIONS AND HAS OBTAINED ALL REGULATORY, GOVERNMENTAL, CORPORATE AND OTHER NECESSARY APPROVALS FOR THE ISSUANCE OF THE DEBT SECURITIES. THE ISSUER CONFIRMS THAT ALL THE INFORMATION CONTAINED IN THIS KEY INFORMATION DOCUMENT HAS BEEN PROVIDED BY THE ISSUER OR IS FROM PUBLICLY AVAILABLE INFORMATION AND SUCH INFORMATION HAS NOT BEEN INDEPENDENTLY VERIFIED BY THE ARRANGERS. NO REPRESENTATION OR WARRANTY, EXPRESSED OR IMPLIED, IS OR WILL BE MADE AND NO RESPONSIBILITY OR LIABILITY IS OR WILL BE ACCEPTED, BY THE ARRANGERS OR THEIR AFFILIATES FOR THE ACCURACY, COMPLETENESS, RELIABILITY, CORRECTNESS OR FAIRNESS OF THIS KEY INFORMATION DOCUMENT OR ANY OF THE INFORMATION OR OPINIONS CONTAINED THEREIN AND EACH OF THE ARRANGERS HEREBY EXPRESSLY DISCLAIM ANY RESPONSIBILITY OR LIABILITY TO THE FULLEST EXTENT FOR THE CONTENTS OF THIS KEY INFORMATION DOCUMENT, WHETHER ARISING IN TORT OR CONTRACT OR OTHERWISE, RELATING TO OR RESULTING FROM THIS KEY INFORMATION DOCUMENT OR ANY INFORMATION OR ERRORS CONTAINED THEREIN OR ANY OMISSIONS THEREFROM. NEITHER ARRANGERS, NOR THEIR AFFILIATES, DIRECTORS, EMPLOYEES, AGENTS OR REPRESENTATIVES SHALL BE LIABLE FOR ANY DAMAGES WHETHER DIRECT OR INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL INCLUDING LOST REVENUE OR LOST PROFITS THAT MAY ARISE FROM OR IN CONNECTION WITH THE USE OF THIS KEY INFORMATION DOCUMENT. BY ACCEPTING THIS KEY INFORMATION DOCUMENT, THE ELIGIBLE INVESTOR ACCEPTS TERMS OF THIS DISCLAIMER CLAUSE OF ARRANGERS, WHICH FORMS AN INTEGRAL PART OF THIS KEY INFORMATION DOCUMENT AND AGREES THAT THE ARRANGERS WILL NOT HAVE ANY SUCH LIABILITY.

THE ELIGIBLE INVESTORS SHOULD CAREFULLY READ THIS KEY INFORMATION DOCUMENT. THIS KEY INFORMATION DOCUMENT IS FOR GENERAL INFORMATION PURPOSES ONLY,

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WITHOUT REGARD TO SPECIFIC OBJECTIVES, SUITABILITY, FINANCIAL SITUATIONS AND NEEDS OF ANY PARTICULAR PERSON AND DOES NOT CONSTITUTE ANY RECOMMENDATION AND THE ELIGIBLE INVESTORS ARE NOT TO CONSTRUE THE CONTENTS OF THIS KEY INFORMATION DOCUMENT AS INVESTMENT, LEGAL, ACCOUNTING, REGULATORY OR TAX ADVICE AND THE ELIGIBLE INVESTORS SHOULD CONSULT WITH THEIR OWN ADVISORS AS TO ALL LEGAL, ACCOUNTING, REGULATORY, TAX, FINANCIAL AND RELATED MATTERS CONCERNING AN INVESTMENT IN THE DEBT SECURITIES. THIS KEY INFORMATION DOCUMENT SHOULD NOT BE CONSTRUED AS AN OFFER TO SELL OR THE SOLICITATION OF AN OFFER TO BUY, PURCHASE OR SUBSCRIBE TO ANY SECURITIES MENTIONED THEREIN AND NEITHER THIS KEY INFORMATION DOCUMENT NOR ANYTHING CONTAINED HEREIN SHALL FORM THE BASIS OF OR BE RELIED UPON IN CONNECTION WITH ANY CONTRACT OR COMMITMENT WHATSOEVER.

THIS KEY INFORMATION DOCUMENT IS CONFIDENTIAL AND IS MADE AVAILABLE TO POTENTIAL INVESTORS IN THE DEBT SECURITIES ON THE UNDERSTANDING THAT IT IS CONFIDENTIAL. RECIPIENTS ARE NOT ENTITLED TO USE ANY OF THE INFORMATION CONTAINED IN THIS KEY INFORMATION DOCUMENT FOR ANY PURPOSE OTHER THAN IN ASSISTING TO DECIDE WHETHER OR NOT TO PARTICIPATE IN THE DEBT SECURITIES. THIS KEY INFORMATION DOCUMENT AND INFORMATION CONTAINED HEREIN OR ANY PART OF IT DOES NOT CONSTITUTE OR PURPORT TO CONSTITUTE INVESTMENT ADVICE IN PUBLICLY ACCESSIBLE MEDIA AND SHOULD NOT BE PRINTED, REPRODUCED, TRANSMITTED, SOLD, DISTRIBUTED OR PUBLISHED BY THE RECIPIENT WITHOUT THE PRIOR WRITTEN APPROVAL FROM THE ARRANGERS AND THE ISSUER. THIS KEY INFORMATION DOCUMENT HAS NOT BEEN APPROVED AND WILL OR MAY NOT BE REVIEWED OR APPROVED BY ANY STATUTORY OR REGULATORY AUTHORITY IN INDIA OR BY ANY STOCK EXCHANGE IN INDIA. THIS KEY INFORMATION DOCUMENT MAY NOT BE ALL INCLUSIVE AND MAY NOT CONTAIN ALL OF THE INFORMATION THAT THE RECIPIENT MAY CONSIDER MATERIAL.

EACH PERSON RECEIVING THIS KEY INFORMATION DOCUMENT ACKNOWLEDGES THAT:

(A) **SUCH PERSON HAS BEEN AFFORDED AN OPPORTUNITY TO REQUEST AND TO REVIEW AND HAS RECEIVED ALL ADDITIONAL INFORMATION CONSIDERED BY IT TO BE NECESSARY TO VERIFY THE ACCURACY OF OR TO SUPPLEMENT THE INFORMATION HEREIN; AND**

(B) **HAS NOT RELIED ON THE ARRANGERS AND/OR THEIR AFFILIATES THAT MAY BE ASSOCIATED WITH THE DEBT SECURITIES IN CONNECTION WITH ITS INVESTIGATION OF THE ACCURACY OF SUCH INFORMATION OR ITS INVESTMENT DECISION.**

ISSUER HEREBY DECLARES THAT THE ISSUER HAS EXERCISED DUE-DILIGENCE TO ENSURE COMPLETE COMPLIANCE OF APPLICABLE DISCLOSURE NORMS IN THIS KEY INFORMATION DOCUMENT. NO ARRANGER: (A) IS NOT ACTING AS TRUSTEE OR FIDUCIARY FOR THE INVESTORS OR ANY OTHER PERSON; AND (B) IS UNDER NO OBLIGATION TO CONDUCT ANY "KNOW YOUR CUSTOMER" OR OTHER PROCEDURES IN RELATION TO ANY PERSON. THE ARRANGERS ARE NOT RESPONSIBLE FOR (A) THE ADEQUACY, ACCURACY AND/OR COMPLETENESS OF ANY INFORMATION (WHETHER ORAL OR WRITTEN) SUPPLIED BY THE ISSUER OR ANY OTHER PERSON IN OR IN CONNECTION WITH THIS KEY INFORMATION DOCUMENT; OR (B) THE LEGALITY, VALIDITY, EFFECTIVENESS, ADEQUACY OR ENFORCEABILITY OF THIS KEY INFORMATION DOCUMENT OR ANY OTHER AGREEMENT, ARRANGEMENT OR DOCUMENT ENTERED INTO, MADE OR EXECUTED IN ANTICIPATION OF OR IN CONNECTION WITH THIS KEY INFORMATION DOCUMENT; OR (C) ANY DETERMINATION AS TO WHETHER ANY INFORMATION PROVIDED OR TO BE PROVIDED TO ANY INVESTOR IS NON-PUBLIC INFORMATION THE USE OF WHICH MAY BE REGULATED OR PROHIBITED BY APPLICABLE LAW OR REGULATION RELATING TO INSIDER DEALING OR OTHERWISE.

NEITHER THE ARRANGERS NOR ANY OF THEIR DIRECTORS, EMPLOYEES, AFFILIATES OR REPRESENTATIVES ACCEPT ANY RESPONSIBILITY AND/OR LIABILITY FOR ANY LOSS OR DAMAGE ARISING OF WHATEVER NATURE AND EXTENT IN CONNECTION WITH THE USE OF

ANY OF THE INFORMATION CONTAINED IN THIS KEY INFORMATION DOCUMENT. BY ACCEPTING THIS KEY INFORMATION DOCUMENT, INVESTOR(S) AGREE(S) THAT THE ARRANGERS WILL NOT HAVE ANY SUCH LIABILITY.

PLEASE NOTE THAT:

(A) THE ARRANGERS AND/OR THEIR AFFILIATES MAY, NOW AND/OR IN THE FUTURE, HAVE OTHER INVESTMENT AND COMMERCIAL BANKING, TRUST AND OTHER RELATIONSHIPS WITH THE ISSUER AND WITH OTHER PERSONS ("OTHER PERSONS");

(B) AS A RESULT OF THOSE OTHER RELATIONSHIPS, THE ARRANGERS AND/OR THEIR AFFILIATES MAY GET INFORMATION ABOUT OTHER PERSONS, THE ISSUER AND/OR THE ISSUE OR THAT MAY BE RELEVANT TO ANY OF THEM. DESPITE THIS, THE ARRANGERS AND/OR THEIR AFFILIATES WILL NOT BE REQUIRED TO DISCLOSE SUCH INFORMATION, OR THE FACT THAT IT IS IN POSSESSION OF SUCH INFORMATION, TO ANY RECIPIENT OF THIS KEY INFORMATION DOCUMENT;

(C) THE ARRANGERS AND/OR THEIR AFFILIATES MAY, NOW AND IN THE FUTURE, HAVE FIDUCIARY OR OTHER RELATIONSHIPS UNDER WHICH IT, OR THEY, MAY EXERCISE VOTING POWER OVER SECURITIES OF VARIOUS PERSONS. THOSE SECURITIES MAY, FROM TIME TO TIME, INCLUDE SECURITIES OF THE ISSUER; AND

(D) THE ARRANGERS AND/OR THEIR AFFILIATES MAY EXERCISE SUCH VOTING POWERS AND OTHERWISE PERFORM ITS FUNCTIONS IN CONNECTION WITH SUCH FIDUCIARY OR OTHER RELATIONSHIPS, WITHOUT REGARD TO ITS RELATIONSHIP TO THE ISSUER AND/OR THE SECURITIES.

10. DISCLAIMER OF THE 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 MONIES PAID/INVESTED BY INVESTORS FOR THE DEBENTURES. THE DEBENTURE TRUSTEE DOES NOT MAKE NOR DEEMS TO HAVE MADE ANY REPRESENTATION ON THE ISSUER, ITS OPERATIONS, THE DETAILS AND PROJECTIONS ABOUT THE ISSUER OR THE DEBENTURES UNDER OFFER MADE IN THIS KEY INFORMATION DOCUMENT. INVESTORS ARE ADVISED TO READ CAREFULLY THE DISCLOSURE DOCUMENTS AND MAKE THEIR OWN ENQUIRY, CARRY OUT DUE DILIGENCE AND ANALYSIS ABOUT THE ISSUER, ITS PERFORMANCE AND PROFITABILITY AND DETAILS IN THE GENERAL INFORMATION DOCUMENT BEFORE TAKING THEIR INVESTMENT DECISION. THE DEBENTURE TRUSTEE SHALL NOT BE RESPONSIBLE FOR THE INVESTMENT DECISION AND ITS CONSEQUENCES.

11. ISSUE OF DEBENTURES IN DEMATERIALISED FORM

THE DEBENTURES WILL BE ISSUED IN DEMATERIALISED FORM. THE COMPANY HAS MADE ARRANGEMENTS WITH THE DEPOSITORIES FOR THE ISSUE OF THE DEBENTURES IN DEMATERIALISED FORM. INVESTORS WILL HAVE TO HOLD THE DEBENTURES IN DEMATERIALISED FORM AS PER THE PROVISIONS OF DEPOSITORIES ACT. THE COMPANY SHALL TAKE NECESSARY STEPS TO CREDIT THE DEBENTURES ALLOTTED TO THE BENEFICIARY ACCOUNT MAINTAINED BY THE INVESTOR WITH ITS DEPOSITARY PARTICIPANT. THE COMPANY WILL MAKE THE ALLOTMENT TO THE INVESTORS ON THE DEEMED DATE OF ALLOTMENT AFTER VERIFICATION OF THE APPLICATION FORM, THE ACCOMPANYING DOCUMENTS AND ON REALISATION OF THE APPLICATION MONEY.

12. DISCLAIMER CLAUSE OF THE MERCHANT BANKER

THE MERCHANT BANKER 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 MERCHANT BANKER 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.

13. DISCLAIMER CLAUSE OF RBI

THE COMPANY IS HAVING A VALID CERTIFICATE OF REGISTRATION ISSUED BY THE RESERVE BANK OF INDIA UNDER SECTION 45 IA OF THE RESERVE BANK OF INDIA ACT, 1934. HOWEVER, THE RBI DOES NOT ACCEPT ANY RESPONSIBILITY OR GUARANTEE ABOUT THE PRESENT POSITION AS TO THE FINANCIAL SOUNDNESS OF THE COMPANY OR FOR THE CORRECTNESS OF ANY OF THE STATEMENTS OR REPRESENTATIONS MADE OR OPINIONS EXPRESSED BY THE COMPANY AND FOR REPAYMENT OF DEPOSITS/ DISCHARGE OF LIABILITY BY THE COMPANY.

14. DISCLAIMER CLAUSE FOR PERSONAL DATA PROTECTION

(A) IF THE COMPANY PROVIDES OR HAS PROVIDED TO THE DEBENTURE TRUSTEE AND/OR ANY DEBENTURE HOLDER, WITH THE PERSONAL DATA OF ANY INDIVIDUAL AS REQUIRED BY, PURSUANT TO, OR IN CONNECTION WITH THE TRANSACTION DOCUMENTS, THE COMPANY CONFIRMS TO THE DEBENTURE TRUSTEE AND/OR THAT DEBENTURE HOLDER THAT: (I) IT HAS, TO THE EXTENT REQUIRED UNDER APPLICABLE LAW, NOTIFIED THE RELEVANT INDIVIDUAL(S), IN CLEAR, PLAIN AND EASILY UNDERSTANDABLE LANGUAGE, OF THE PURPOSES IN RELATION TO THE DEBENTURES ("SPECIFIED PURPOSES") FOR WHICH DATA IS/WILL BE COLLECTED, PROCESSED, USED OR DISCLOSED BY THE DEBENTURE TRUSTEE AND/OR THAT DEBENTURE HOLDER OR ANY OF ITS SERVICE PROVIDERS ("PROCESSING ENTITIES"); (II) IT HAS THE LAWFUL RIGHT TO, OR HAS, BY WAY OF SUCH INDIVIDUALS' AFFIRMATIVE ACTION, OBTAINED SUCH INDIVIDUALS' CONSENT FOR, AND HEREBY CONSENTS ON BEHALF OF SUCH INDIVIDUAL(S) TO, THE COLLECTION, PROCESSING, USE AND DISCLOSURE OF HIS/HER PERSONAL DATA BY THE DEBENTURE TRUSTEE AND/OR THAT DEBENTURE HOLDER IN EACH CASE, IN ACCORDANCE WITH OR FOR SUCH SPECIFIED PURPOSES AND CONFIRMS THAT SUCH CONSENT IS FREE, SPECIFIC, INFORMED, UNCONDITIONAL AND UNAMBIGUOUS.

(B) **THE COMPANY ACKNOWLEDGES THAT THE DEBENTURE TRUSTEE AND/OR THAT DEBENTURE HOLDER HAS AGREED TO THE TERMS OF THE TRANSACTION DOCUMENTS BASIS THE UNDERSTANDING THAT THE DEBENTURE TRUSTEE AND/OR THAT DEBENTURE HOLDER AND THE PROCESSING ENTITIES SHALL BE ABLE TO PROCESS THE PERSONAL DATA WITHOUT ANY INTERRUPTION OR BREAKAGE, THE NATURE OF THE CONTRACT. SUBJECT TO APPLICABLE LAW, WITHDRAWAL OF THIS CONSENT BY ANY SUCH INDIVIDUAL WILL NOT PREVENT THE DEBENTURE TRUSTEE AND/OR THAT DEBENTURE HOLDER AND/OR THE PROCESSING ENTITIES FROM CONTINUING TO PROCESS THE PERSONAL DATA FOR THE SPECIFIED PURPOSES OR IN ACCORDANCE WITH APPLICABLE LAW.**

(C) **THE COMPANY ACKNOWLEDGES THE FACT THAT THIS CONSENT HAS BEEN REQUESTED OR THAT THE INDIVIDUAL IS GIVING THIS CONSENT, DOES NOT BY ITSELF LIMIT OR PREJUDICE ANY GROUNDS OR BASES WHICH THE DEBENTURE TRUSTEE AND/OR THAT DEBENTURE HOLDER OR ANY OF ITS PROCESSING ENTITIES MAY HAVE FOR PROCESSING THE PERSONAL DATA OF THE INDIVIDUAL WITHOUT CONSENT, AND THIS CONSENT IS NOT IN DEROGATION OF ANY SUCH OTHER GROUND OR BASIS AND IS IN ADDITION TO ANY SUCH GROUND OR BASIS. FOR CLARITY, EVEN IF THIS CONSENT IS WITHDRAWN, THE DEBENTURE TRUSTEE AND/OR THAT DEBENTURE HOLDER AND/OR THE PROCESSING ENTITIES MAY CONTINUE TO PROCESS THE PERSONAL DATA FOR PERFORMANCE OF THE CONTRACT IN RELATION TO THE DEBENTURES OR FOR TAKING ANY STEPS PURSUANT TO THE**

CONTRACT OR FOR PROTECTING THE LEGITIMATE INTERESTS OF THE DEBENTURE TRUSTEE AND/OR THE DEBENTURE HOLDER PURSUANT THERETO, OR WHEN THIS CONSENT IS NOT THE ONLY BASIS OR GROUND FOR PROCESSING.

(D) **THE COMPANY HEREBY ACKNOWLEDGES AND CONFIRMS ON BEHALF OF SUCH INDIVIDUAL(S) THAT ALL THE SPECIFIED PURPOSES ARE LAWFUL PURPOSES AND HAVE BEEN COMMUNICATED TO SUCH INDIVIDUAL(S).**

(E) **THE COMPANY HEREBY UNDERSTANDS AND AGREES ON BEHALF OF SUCH INDIVIDUAL(S) THAT THE PROCESSING OF PERSONAL DATA IS NECESSARY FOR THE SPECIFIED PURPOSES.**

(F) **THE COMPANY HEREBY ACKNOWLEDGES AND CONFIRMS ON BEHALF OF SUCH INDIVIDUAL(S) THAT THE CONSENTS GIVEN OR DENIED HEREUNDER DO NOT LIMIT ANY OTHER CONSENTS OBTAINED OR GIVEN, AND THAT RECORDS OF SUCH CONSENTS AND WITHDRAWALS SHALL BE MAINTAINED IN ACCORDANCE WITH THE LAWS AS APPLICABLE FROM TIME TO TIME AND SHALL BE MADE AVAILABLE TO THE DEBENTURE TRUSTEE AND THE DEBENTURE HOLDER AS AND WHEN REQUIRED BY ANY OF THEM AND/OR PRODUCED IN COURTS, TRIBUNALS, FORUMS, AUTHORITIES, AS MAY BE REQUIRED BY THE DEBENTURE TRUSTEE AND THE DEBENTURE HOLDER.**

(G) **THE COMPANY HEREBY CONFIRMS ON BEHALF OF SUCH INDIVIDUAL(S) THAT THIS CONSENT IS BEING GIVEN FREELY BY SUCH INDIVIDUAL(S) WITHOUT ANY PRESSURE, INFLUENCE OR COERCION FROM ANY OTHER PERSON, AND THAT THE CONSENT IS A FREE, SPECIFIC, INFORMED, UNCONDITIONAL AND UNAMBIGUOUS CONSENT.**

(H) **THE COMPANY HEREBY ACKNOWLEDGES AND CONFIRMS ON BEHALF OF THE INDIVIDUAL(S) THAT SUCH INDIVIDUAL(S) HAD REQUESTED THE NOTICE OF THE DEBENTURE TRUSTEE AND/OR THAT DEBENTURE HOLDER AND THE REQUEST FOR CONSENT TO BE MADE AVAILABLE TO SUCH INDIVIDUAL(S) IN ENGLISH AND THEY FURTHER ACKNOWLEDGE THAT THEY HAVE VOLUNTARILY CHOSEN TO GIVE THEIR CONSENT IN ENGLISH.**

(I) **ANY CONSENT GIVEN PURSUANT TO THIS DEED IN RELATION TO PERSONAL DATA SHALL, SUBJECT TO ALL APPLICABLE LAWS, SURVIVE DEATH, INCAPACITY, BANKRUPTCY OR INSOLVENCY OF ANY SUCH INDIVIDUAL AND THE TERMINATION OR EXPIRATION OF THE TRANSACTION DOCUMENTS.**

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

SECTION 1:

DEFINITIONS AND ABBREVIATIONS

Allotment/ Allot/Allotted	means the issue and allotment of the Debentures to the successful Applicants in the Issue.
Allottee	means a successful Applicant to whom the Debentures are Allotted pursuant to the Issue, either in full or in part.
Annual Review	means 12 (twelve) months from the Deemed Date of Allotment
Applicant/ Investor	means a person who makes an offer to subscribe the Debentures pursuant to the terms of this Key Information Document and the Application Form.
Applicable Laws	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
Application Form	means the form in terms of which the Applicant shall make an offer to subscribe to the Debentures and which will be considered as the application for Allotment of Debenture in the Issue.
Application Money	means the application form in the relevant Debt Disclosure Documents.
Articles	means Articles of Association of the Company as amended from time to time.
Beneficial Owner(s)	means Debenture Holder(s) holding Debenture(s) in dematerialized form (Beneficial Owner of the Debenture(s) as defined in clause (a) of sub-section of Section 2 of the Depositories Act, 1996).
Board/ Board of Directors	means the board of directors of the Company.
Debenture(s)	means 50,000 (Fifty Thousand) rated, listed, unsecured, fully paid up redeemable, taxable, non-convertible debentures having a face value of INR 10,000/- (Indian Rupees Ten Thousand only) per debenture with an issue size of INR 50,00,00,000 (Indian Rupees Fifty crore).
BSE	means BSE Limited.
Business Day/Working Day	means a day on which commercial banks are open for business in the city of Mumbai, Maharashtra and "Business Days" shall be construed accordingly.
Capital Adequacy Ratio	means the capital adequacy ratio as defined by the Reserve Bank of India from time to time; For the purpose of calculation of minimum capital ratio: (i) credit enhancements provided by the Company on securitization shall be reduced from Tier I Capital and Tier II Capital without any ceiling. The deduction shall be made at 50 per cent from Tier I Capital and 50 per cent from Tier II Capital. (ii) First/Second loss default guarantee provided by the Company on Co-lending/business correspondent portfolio shall be reduced from Tier I Capital without any ceiling. (iii) It is also clarified that in computing the amount of subordinated debt eligible for inclusion in Tier II Capital, the aforementioned subordinated debt shall be subject to discounting as prescribed by RBI.
CDSL	Central Depository Services (India) Limited.
Companies Act	means the Companies Act, 2013, as amended from time to time.
Constitutional Documents	means the certificate of incorporation of the Issuer, the Memorandum and Articles of the Issuer and the certificate of registration issued by the RBI to the Issuer.
Coupon Rate/Interest Rate	means 10.25% (ten decimal two five percent) per annum payable monthly on Coupon Payment Dates.
Coupon Payment Frequency	means Monthly and on Final Redemption Date.
Coupon Payment Date	means as provided in Annexure 8 (*Illustration of Debenture Cashflows*) of this Key Information Document.
Debenture Holder(s)	means any person or entity holding the Debentures and whose name appears in the list of Beneficial Owners provided by the Depositories.
DTD	means the debenture trust deed executed between the Issuer and the Debenture Trustee for the purpose of the Issue.
Debenture Trustee	means Catalyst Trusteeship Limited, a company incorporated under the Companies Act, 1956 and validly existing under the Companies Act, 2013 having corporate identification number U74999PN1997PLC110262 having its registered address at GDA House, First Floor, Plot No. 85 S. No. 94 & 95, Bhusari Colony (Right), Kothrud, Pune - 411038, Maharashtra, India.

Debenture Trustee Agreement	means the agreement executed between the Issuer and the Debenture Trustee for the purpose of the Issue.
Debt Disclosure Documents	means in relation to the Issue, collectively, (i) the General Information Document; and (ii) this Key Information Document.
Deemed Date of Allotment	means the cut-off date declared by the Issuer with effect from which all benefits under the Debentures including interest on the Debentures shall be available to the Debenture Holder(s). The actual Allotment of Debenture (i.e. approval from the Board of Directors or a Committee thereof) may take place on a date other than the Deemed Date of Allotment).
Depositories Act	means The Depositories Act, 1996, as amended from time to time.
Depository / Depositories	means A Depository registered with SEBI under the SEBI (Depositories and Participant) Regulations, 1996, as amended from time to time.
Depository Participant / DP	means a depository participant as defined under Depositories Act.
DIN	means Director Identification Number.
DRR	means Debenture Redemption Reserve.
EBP Guidelines	means the Guidelines for Electronic Bidding Platform issued by BSE, as amended and modified from time to time.
Eligible Investor	means All QIBs, and any non-QIB Investors specifically mapped by the Issuer on the EBP Platform of the relevant stock exchange, are eligible to bid / invest / apply for this Issue. All participants are required to comply with the relevant regulations/ guidelines applicable to them for investing in this Issue.
Financial Guarantee	means and include all type of guarantees (excluding first/ second loss default guarantees), having financial implications whether contingent or otherwise. (excluding corporate guarantees provided by the promoter to the Issuer)
Financial Year/ FY	means Period of twelve months beginning from April 1 of a calendar year and ending on March 31 of the subsequent calendar year.
Final Redemption Date	means July 28, 2029, or such other earlier date, subject to Applicable Law and the prior approval of the RBI (if so required), on which the Debentures are required to be redeemed pursuant to the Transaction Documents.
Final Settlement Date	means the date on which all Obligations have been irrevocably and unconditionally paid and discharged in full to the satisfaction of the Debenture Holders, and all the Debentures have been redeemed by the Company 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 Company (with a copy marked to the Debenture Trustee).
GIR	means General Index Registration Number.
Gross Loan Portfolio	means and includes on balance sheet portfolio including Securitization
Gross NPA	shall be arrived at in accordance with applicable RBI regulations governing asset classification and provisioning for NBFCs
IBC	means Indian Insolvency and Bankruptcy Code, 2016, as amended from time to time.
IND AS	means Indian Accounting Standards.
I.T. Act	means The Income Tax Act, 2025, as amended from time to time
IFSC	means Indian Financial System Code
Issuer /Company	means Muthoot Housing Finance Company Limited incorporated under the Companies Act,1956 and validly existing under the Companies Act, 2013 having corporate identification number U65922KL2010PLC025624 and having its registered office at Priyadarshini, Eastern Express Highway, Sion, Mumbai 400 022.
Listed Debentures Master Circular	means the master circular issued by SEBI bearing the reference number SEBI/HO/DDHS/DDHS-PoD/P/CIR/2025/0000000137 dated October 15, 2025 on "*Master Circular for issue and listing of Non-convertible Securities, Securitised Debt Instruments, Security Receipts, Municipal Debt Securities and Commercial Paper*" to the extent applicable in respect of the private placement of debt securities, as amended, modified, or restated from time to time.
Material Adverse Effect	means the effect or consequence of an event, circumstance, occurrence or condition (including any change in the credit rating/outlook/opinion in respect of the Debentures, any change in the management of the Company, change in the statutory auditor of the Company other than required by the applicable law and/or any change in the board of directors of the Company or change in

	applicable regulation by any regulatory authority impacting the current business model which has caused, or could reasonably be expected to cause, as of any date of determination, a material and adverse effect on: (a) the financial condition, business or operation of the Company (which in the opinion of the Debenture Holders) is prejudicial to the ability of the Company to perform its obligations under the Transaction Documents; (b) the rights or remedies of the Debenture Holders and/or the Debenture Trustee (acting for the benefit of the Debenture Holders) hereunder or under any other Transaction Document; (c) the ability of the Company to perform its obligations under the Transaction Documents; or (d) the legality, validity or enforceability of any of the Transaction Documents (including the ability of any party to enforce any of its remedies thereunder). (e) event, occurrence, fact, condition, change, development or effect, pending or threatened litigation, investigation or proceeding, that is or may be materially adverse to the Issuer.
Memorandum	means memorandum of association of the Issuer.
NBFC Master Directions	means collectively the following: 1. master direction bearing reference no DOR.CRE.REC.266/07-01-008/2025-26 dated November 28, 2025 issued by the RBI on *"Reserve Bank of India (Non-Banking Financial Companies– Credit Facilities) Directions, 2025"*; 2. the master direction bearing reference number DOR.MCS.REC.No.281/01-01-039/2025-26 dated November 28, 2025 issued by the RBI on "*Reserve Bank of India (Non-Banking Financial Companies – Responsible Business Conduct) Directions, 2025*" 3. the master direction issued by the RBI bearing reference number RBI/DOR/2025-26/339 dated November 28, 2025, titled "*Reserve Bank of India (Non-Banking Financial Companies – Registration, Exemptions and Framework for Scale Based Regulation) Directions, 2025*"; 4. the master direction issued by the RBI bearing reference number DOR.STR.REC.No.275/21.04.048/2025-26 dated November 28, 2025, titled "*Reserve Bank of India (Non-Banking Financial Companies – Income Recognition, Asset Classification and Provisioning) Directions, 2025*", each as amended, modified, supplemented or restated from time to time); 5. the master direction bearing reference number DOR.CAP.REC.264/21-01-002/2025-26 issued by the RBI on "*Reserve Bank of India (Non-Banking Financial Companies – Prudential Norms on Capital Adequacy) Directions, 2025*" (as may be amended, modified, or restated from time to time); 6. the master direction bearing reference number RBI/DOR/2025-26/361 dated November 28, 2025, issued by the RBI on "*Reserve Bank of India (Non-Banking Financial Companies – Know Your Customer) Directions, 2025*" (as may be amended, modified, or restated from time to time); 7. the master direction bearing reference number RBI/DOR/2025-26/344 dated November 28, 2025, issued by the RBI on "*Reserve Bank of India (Non-Banking Financial Companies – Governance) Directions, 2025*" (as may be amended, modified, or restated from time to time); 8. the master direction bearing reference number RBI/DOR/2025-26/373 dated November 28, 2025, issued by the RBI on "*Reserve Bank of India (Non-Banking Financial Companies – Miscellaneous) Directions, 2025*" (as may be amended, modified, or restated from time to time); 9. the master direction bearing reference number RBI/DOR/2025-26/343 dated November 28, 2025, issued by the RBI on "*Reserve Bank of India (Non-Banking Financial Companies – Undertaking of Financial Services) Directions, 2025*" as amended by the master direction dated December 6, 2025 bearing reference number RBI/DOR/2025-

	26/138 issued by the RBI on "*Reserve Bank of India (Non-Banking Financial Companies – Undertaking of Financial Services) (Amendment) Directions, 2025*"; and 10. all other directions and circulars issued by the RBI in relation to the functioning and governance of non-banking financial companies
Net NPA	shall be arrived at in accordance with the NBFC Master Directions.
Net Worth	means the aggregate of (a) the issued and paid up equity shares of the Company, (b) all compulsorily convertible instruments and preference share capital of the Company, (c) all reserves (and other surplus) of the Company (excluding revaluation reserves and pertaining to instruments which are not equity shares or compulsorily convertible instruments), as per the latest audited financials of the Company, as on the Quarterly Date occurring immediately prior to the date of determination.
NEFT	means National Electronic Funds Transfer.
NSDL	means National Securities Depository Limited.
Non-QIB Investor	means Investors other than QIB Investor.
Off Balance Sheet Portfolio	shall include only direct assignment / co-lending (co-lender share)/business correspondent portfolio/ any other portfolio under management.
Operational Guidelines	means collectively the SEBI EBP Guidelines and the EBP Guidelines.
Optional Accelerated Redemption	Shall have the meaning to it in Section 61 of this Key Information Document.
Optional Accelerated Redemption Date	Shall have the meaning to it in Section 61 of this Key Information Document.
Optional Accelerated Redemption Events	Shall have the meaning to it in Section 61 of this Key Information Document.
Ordinary Course of Business	means the activities which are carried out by the Borrower in line with its Memorandum and Articles and will generally fulfil the following conditions: 1. It is normal for the particular business 2. It is as per customs and practices of its business and of the Borrower. 3. It involves the usual allocation of resources considering the size and volume of the transaction. 4. It is necessary, normal and usual from the perspective of the Borrower and its line of business. 5. It is at arm's length
Outstanding Amounts	means, at any date, the Outstanding Principal Amounts together with any interest, additional interest, costs, fees, charges, and other amounts payable by the Company in respect of the Debentures
Outstanding Principal Amounts	means, at any date, the principal amounts outstanding under the Debentures.
PAN	means Permanent Account Number.
PAR	means the outstanding principal amount of all Client Loans that have one or more instalments of principal, interest, penalty interest, fees or any other expected payments past due more than a specified number of days.
Payment Default	means any event, act or condition which, with notice or lapse of time, or both, would constitute an Event of Default.
Personal Data	shall have the meaning given to 'personal data' in Section 2(t) of the Digital Personal Data Protection Act, 2023 or such definition as may be amended, revised or replaced under the Digital Personal Data Protection Act, 2023.
Principal Promoter	means Mr. Thomas Muthoot (PAN: AEAPM0424L)
Promoter	means the below mentioned persons: (a) Mr. Thomas Muthoot (PAN: AEAPM0424L); (b) Muthoot Fincorp Limited, an existing company incorporated within the meanings of the Companies Act, 2013 with CIN U65929KL1997PLC011518 and registered with the Reserve Bank of India as a non-banking financial company, having its registered office at Muthoot Centre, TC No 27/ 3022 Punnen Road, Thiruvananthapuram, Kerala, India – 695001;

	(c) Mr. Thomas George Muthoot (PAN: ABNPT4693G); and (d) Mr. Thomas John Muthoot (PAN: ABNPT4694B)
Purpose	means the funds raised by the Issue shall be utilized by the Issuer for onward lending only.
Put Option Exercise Date	means at the end of the 30th Month from the Deemed Date of Allotment i.e. January 28, 2029.
QIB	means Qualified Institutional Buyer.
Rating Agency	Means CRISIL Ratings Limited
R&TA	means Registrar and Transfer Agent.
RBI	means Reserve Bank of India.
Record Date	As mentioned in Section 2(61) (*Issue Details*) in this Key Information Document.
Recovery Expense Fund Circular	means the circular issued by SEBI bearing reference number HO/17/11/12(3)2025-DDHS-POD1/I/145/2025 titled "*Modifications to Chapter IV of the Master Circular for Debenture Trustee dated August 13, 2025*" dated November 25, 2025.
Registrar	means Registrar to the Issue, in this case being MUFG Intime India Private Limited. **[PL NOTE: Please confirm.]**
Related Party	shall have the meaning as defined under Companies Act, as amended from time to time.
ROC	means registrar of companies.
Rs. / INR	means Indian Rupees.
RTGS	means Real Time Gross Settlement.
SEBI	means the Securities and Exchange Board of India, constituted under the SEBI Act, 1992.
SEBI Act	means Securities and Exchange Board of India Act, 1992, as amended from time to time.
SEBI Debenture Trustees Regulations	means the Securities and Exchange Board of India (Debenture Trustees) Regulations, 1993.
SEBI Listing Timeline 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 Debentures Master Circular.
SEBI NCS Regulations	means the Securities and Exchange Board of India (Issue and Listing of Non-Convertible Securities) Regulations, 2021 as amended, modified, or restated from time to time.
SEBI Debenture Trustee 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" to the extent applicable in respect of the private placement of debt securities, as amended, modified, or restated from time to time.
SEBI EBP Guidelines/ SEBI EBP Circular	means the requirements with respect to electronic book mechanism prescribed in Chapter VI (*Electronic Book Provider platform*) of the Listed Debentures Master Circular, and the Operational Guidelines, as may be restated, amended, modified or updated from time to time.
Tangible Net-Worth	shall mean the Equity as reduced by the, intangible assets, deferred tax assets, revaluation reserve, miscellaneous expenses, investment in subsidiary and any credit enhancement (including first / second loss default guarantees) provided by the Company on managed asset book.
Tier I Capital	shall have the meaning given to it in the NBFC Master Directions.
Tier II Capital	shall have the meaning given to it in the NBFC Master Directions.
Tranche/Series	means any tranche of Debentures, under which Debentures are to be issued pursuant to the General Information Document and this Key Information Document.
Transaction Documents	As per Section 2(61) (*Issue Details*) of this Key Information Document..
Total Debt	shall include the following: (a) all long-term borrowings, including ineligible portion of subordinated debt in form of Tier II Capital including current maturities; (b) all short term borrowing; (c) financial guarantees provided if any; (d) letter of comfort/shortfall undertaking provided by Issuer, if any.
Total Loan Portfolio	means the sum of Gross Loan Portfolio and Off Balance Sheet Portfolio
TDS	means tax deducted at source as per the provisions of the I.T. Act and rules there under modified from time to time.
The Issue/ The Offer/ Private Placement	means private placement of the Debentures.

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

SECTION 2

Financial and operational information as of June 30, 2026 has not been included in this Key Information Document due to its unavailability. Accordingly, all financial and operational information has been furnished as on March 31, 2026

1. GENERAL INFORMATION

a. Issuer Information:

Particulars	Details
Name of the Issuer	Muthoot Housing Finance Company Limited
CIN No.	U65922KL2010PLC025624
LEI No.	3358008T2XF7A7QRZS71
Website	https://muthoothousing.com
E-Mail	sumesh.s@muthoot.com
Registered Office	TC 14/2074-7, Muthoot Centre, Punnen Road, Trivandrum – 695 039 Kerala, India.
Corporate Office	12A 01, 13th Floor, Parinee Crescenzo, Plot No. C-38 & C-39, Bandra Kurla Complex - G Block, Bandra (East), Mumbai – 400051
Telephone No.	04714911538
Date of Incorporation	March 5, 2010
Compliance Officer of the Issue	Mr. S. Sumesh Compliance Officer & Company Secretary Muthoot Housing Finance Company Limited limited Email: sumesh.s@muthoot.com
CFO of the Issue	Mr. Yogesh Ratnakar Udhoji Muthoot Housing Finance Company Limited Email: yogesh.udhoji@muthoot.com

b. 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.

[PL NOTE: Please provide.]

- Board of Directors have authorized issue of Debentures vide its resolution dated April 29, 2026 read with Debenture Issue Committee Resolution passed at the meeting of the Committee held on **[•]** for Issue of Debentures.
- Consent of Debenture Trustee for the NCD issue was given on **[•]**.
- Consent of Registrar to the Issue was given on **[•]**.

Consents of auditors, bankers to issue, solicitors or advocates to the issue, lead a, lead managers to the issue, and lenders and experts is not applicable since the issue is made on private placement basis for issue of non-convertible debentures governed by Section 42 of Companies Act and SEBI EBP guidelines.

2. DETAILS OF THE PROMOTERS OF THE ISSUER COMPANY

Please refer to Section 2 (2) (*Details of the Promoters of the Issuer Company*) of the General Information Document.

Declaration
The Issuer confirms that the permanent account number, Aadhaar number, driving license number, bank account number(s) and passport number of the promoters and permanent account number of directors have been submitted to the stock exchanges on which the non-convertible securities are proposed to be listed, at the time of filing the draft issue document.

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

3. DETAILS OF CREDIT RATING BY THE RATING AGENCIES IN RELATION TO THE ISSUE:

Name of Rating Agency	Credit Ratings	Date of Credit Rating
Crisil Ratings Limited	CRISIL AA- (CRISIL Double "A" Minus Stable)	[•] **[PL19 NOTE: Please provide.]**

The Issuer confirms that the above ratings are valid as on date and will remain valid till the date of issuance and listing of the Debentures.

Link for Credit rating press release:

Crisil Ratings Limited:
https://www.crisilratings.com/mnt/winshare/Ratings/RatingList/RatingDocs/MuthootHousingFinanceCompanyLimited_June%2019_%202026_RR_398664.html

4. NAME(S) OF THE STOCK EXCHANGE(S) WHERE THE NON-CONVERTIBLE SECURITIES ARE PROPOSED TO BE LISTED AND THE DETAILS OF IN-PRINCIPLE APPROVAL FOR LISTING

The Debentures are proposed to be listed on the BSE. The Issuer has obtained the "in-principal" approval for the listing from BSE vide letter ref. no. **[•]** dated **[•]** for the Issue under this Key Information Document. BSE is the designated stock exchange for the Issue. The recovery expense fund will be created with BSE after obtaining in-principle approval. **[PL NOTE: Please provide.]**

5. ISSUE SCHEDULE:

Particulars	Date
Issue Opening Date	July 27, 2026
Issue Closing Date	July 27, 2026
Pay-In Date	July 28, 2026
Deemed Date of Allotment	July 28, 2026

6. NAME AND DETAILS OF THE DEBENTURE TRUSTEE, CREDIT RATING AGENCIES, REGISTRAR, ARRANGERS ETC.: [PL NOTE: Please confirm the details below.]

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

Debenture Trustee to the Issue	**Catalyst Trusteeship Limited** Address: GDA House, First Floor, Plot No. 85 S. No. 94 & 95, Bhusari Colony (Right), Kothrud, Pune - 411038, Maharashtra, India Tel: +91 22 4922 0555 Email**:** dt.mumbai@ctltrustee.com Website**: https://catalysttrustee.com/**
Registrar to the Issue	**MUFG Intime India Private Limited** Address: C-101, 1st Floor, 247 Park, Lal Bahadur Shastri Marg, Vikhroli (West), Mumbai City, Mumbai, Maharashtra, India, 400083 Tel: 022 - 4918 6060 Fax: **NA** Email: amit.dabhade@in.mpms.mufg.com Website: https://in.mpms.mufg.com/
Credit Rating Agency of the Issue	**Crisil Ratings Limited** Crisil House, Central Avenue, Hiranandani Business Park, Powai, Mumbai, Maharashtra, INDIA - 400076 Phone : +91 22 3342 3000 Fax : +91 22 3342 3001 E-mail: vaibhav.srivastava@crisil.com Website**:** https://www.crisilratings.com/en/home.html Contact Person: Vaibhav Srivastava SEBI Registration No. IN/CRA/001/1999 CIN**:** U67100MH2019PLC326247
Merchant Banker to the Issue	**SKI Capital Services Limited** Address: 718, Main Jashi Road, Karol Bagh, Delhi, India, 110005 Tel: +91-011-41189899 Email: dcm@skicapital.net Website: https://www.skicapital.net/ Contact Person: Manick Wadhwa / Vivek Rana

7. DETAILS OF STATUTORY AUDITORS OF THE COMPANY:

Please refer to Section 2 (13) of the General Information Document.

8. DETAILS OF CHANGE IN AUDITORS FOR PRECEDING THREE FINANCIAL YEARS AND CURRENT FINANCIAL YEAR:

Please refer to Section 2 (14) of the General Information Document.

9. A BRIEF SUMMARY OF THE BUSINESS/ ACTIVITIES OF THE ISSUER AND ITS LINE OF BUSINESS:

Overview of Our Business/activities:

The Company was incorporated on 5th March 2010 and was granted its Certificate of Registration by the National Housing Bank ("NHB") on February 11, 2011. The Company commenced its business operations on July 1, 2011, subsequent to receiving the Certificate of Commencement of Business on June 1, 2011. The Company is a subsidiary of Muthoot Fincorp Limited and forms an integral part of the Muthoot Pappachan Group. The Company was established with the primary objective of providing home finance solutions within the affordable housing segment, targeting underserved customer segments. The Company's typical target demographic consists of low-income customers, predominantly from the Economically Weaker Section ("EWS") and Lower Income Group ("LIG"). The Company initiated its loan disbursements in September 2011 and, since that time, has demonstrated significant growth, both in terms of its loan portfolio and the expansion of its distribution network.

Our main objects as contained in our Memorandum are:

1. To finance by way of loan and/or any other mode with or without interest and with or without security, any person's, co-operative society, association of persons, body of individuals, companies, institutions, firms, builders, tenants and others, for total or partial construction, erection, building, repair, remodeling, purchase of houses, flats, apartments, bungalows, rooms, townships and/or other buildings and real estate of all descriptions, and for equipping the same with all types of amenities or conveniences and installations, and/or to purchase any free hold or lease hold lands, estate or interest in any property, or to finance business, trade or profession, and personal or family needs of such persons/entities against the security of property of any kind, and in particular to carry on the business of Long Term Finance for development of Housing in India.

2. To carry on the business of solicitation and procurement of insurance business for all classes of insurance including life insurance, general insurance etc, acting as corporate agent and to undertake such other activities as are incidental or ancillary there to under the extant laws and regulations.

Structure of the Group

The Muthoot Pappachan Group (MPG), established in 1887, is a diversified conglomerate with a significant presence across various sectors, including Financial Services, Hospitality, Automotive, Information Technology Services, Healthcare, Precious Metals, and Alternate Energy. The Group currently employs approximately 26,000 individuals and serves a customer base exceeding 5.5 million. MPG's customer-centric philosophy, coupled with its innovative approach to developing new products that address the dynamic needs of its clientele, has fostered long-term customer loyalty while attracting new patrons. MPG's ability to adapt to cutting-edge technologies and implement novel methods of customer service, while steadfastly adhering to its core ethical principles, forms the foundation of its operations.

Muthoot Fincorp Limited (MFL), the flagship entity of the Muthoot Pappachan Group, is a well-established diversified conglomerate with a dominant presence across multiple sectors. MFL operates as a financial services company, specifically catering to the financial needs of the general populace. MFL is registered with the RBI as a systemically important non-deposit-taking non-banking financial company (NBFC).

As of March 31, 2026, MFL has a net worth of [•]. The company is primarily focused on providing a wide range of financial services, with particular emphasis on retail products such as gold loans and other loan offerings. MFL delivers these services through an extensive network of over 3,600 branches across India, ensuring comprehensive coverage and accessibility for its customers. **[PL NOTE: Please provide.]**

Details of Branches

Muthoot Housing Finance Company Limited has a vast network, spread over the length and breadth of the country. Our network can be assessed at the following link:
https://muthoothousing.com/locate-our-branch/

The list of branches as of March 31, 2026 is provided under Section 2(10) of the General Information Document.

10. BUSINESS CARRIED OUT BY SUBSIDIARIES AND JOINT VENTURES AS FOLLOWS:

Our Company has no joint ventures and/ or subsidiaries.

11. INDICATIVE EXPENSES OF THE ISSUE

[PL NOTE: Please provide.]

S.NO	PARTICULARS	AMOUNT (INR)	PERCENTAGE OF TOTAL ISSUE EXPENSES	PERCENTAGE OF TOTAL ISSUE SIZE
1.	Lead Manager(s) fees	Not applicable as the Debentures under this Key Information Document are being issued on private placement basis under Section 42 of Companies Act, and no lead manager has been appointed for this issuance of Debentures.	NA	NA
2.	Underwriting commission	Not applicable as the Debentures under this Key Information Document are being issued on private placement basis under Section 42 of Companies Act, and no underwriting commission is being paid for this issuance of Debentures.	NA	NA
3.	Brokerage, selling commission and upload fees	Not applicable as the Debentures under this Key Information Document are being issued on private placement basis under Section 42 of Companies Act, and no brokerage, selling commission and upload fees is being paid for this issuance of Debentures.	NA	NA
4.	Fees payable to the R&T Agent	**[•]**	**[•]**	**[•]**
5.	Fees payable to the legal Advisors	**[•]**	**[•]**	**[•]**
6.	Fees payable to the Debenture Trustee	**[•]**	**[•]**	**[•]**
7.	Advertising and marketing expenses	Not applicable as the Debentures under this Key Information Document are being issued on private placement basis under Section 42 of Companies Act, and no advertising and marketing expenses and upload fees is being paid for this issuance of Debentures.	NA	NA
8.	Fees payable to the regulators including stock exchanges	**[•]**	**[•]**	**[•]**
9.	Expenses incurred on printing and distribution of issue stationary	**[•]**	**[•]**	**[•]**

10.	Any other fees, commission and payments under whatever nomenclature	NA	NA	NA

Issuer may remit Issue related expenses including but not limited to the fees/ charges / Incentives payable as arrangers fees/ advisory fees/ brokerage / selling commission / marketing/ advertising fees, distribution fees/ any other miscellaneous fees directly or indirectly to any intermediary (ies) appointed by the Issuer or any other representative/s / agent/s as may be appointed by the intermediary (ies) who may further utilize the same, for marketing purposes, including distributor payouts, either in full or part. Such fees may be finalised depending upon number of factors including but not limited to issue subscription, market conditions, terms of the issue, nature and scope of assignment, profile of counter party etc.

12. MANAGEMENT OF THE COMPANY

Under our Articles, we are required to have not less than 3 (Three) directors and not more than 18 (Eighteen) Director. Our Board presently comprises 6 (Six) Directors out of which (Two) are whole-time Directors including Chairman and Managing Director, 2 (Two) Independent Directors, and 2 (Two) Non-Executive, Non-Independent Directors. The following table sets out the details regarding our Board of Directors.

List of Directors of Muthoot Housing Finance Company Limited as on March 31, 2026

Sr. No	Name	Date of Birth	Nationality	Residential Address
1	**Name**: Mr. Thomas Muthoot **Designation**: Non-Executive Director and Non Independent **DIN**:00082099	15.07.66	Indian	Muthoot,7/59A, Near Kaniyampuzha Bridge, Cherukad, Eroor PO, Ernakulam,682306
2	**Name**: Mr. Thomas John Muthoot **Designation:** Non - Executive & Non - Independent **DIN**:00011618	07.06.62	Indian	Muthoot House, TC 4/1008(1), Kawdiar, Kawdiar po, Trivandrum, Kerala, 695003
3	**Name**: Mr. Thomas George Muthoot **Designation:** Non - Executive & Non - Independent **DIN**:00011552	07.06.62	Indian	Muthoot Towers, College Road PO, MG Road, Ernakulam, Cochin, Kerala PIN:682035
4	**Name**: Mrs Suzannah Muthoot **Designation:** Whole Time Director **DIN:** 09792874	10.06.94	Indian	Cherukad, Eroor, Ernakulam, Kerala, India, 682306
5	**Name**: Mr.Santanu Mukherjee **Designation:** Non - Executive & Independent Director **DIN:** 07716452	29.12.56	Indian	Flat No. 303,3rd floor, E-Tower My Home Abhra, Raidurg, Sherlingampally, Hyderabad, Telangana India- 500032

6	**Name**: Mr.Suresh Mahalingam **Designation:** Non - Executive & Independent Director **DIN:**01781730	17.02.62	Indian	8A-9A, Godrej Waldorf, Opposite Millat Nagar, Andheri West, Mumbai Maharashtra 400053

13. DETAILS OF CHANGE IN THE DIRECTORS SINCE PRECEDING THREE FINANCIAL YEARS AND THE CURRENT FINANCIAL YEAR: [PL NOTE: Please confirm if there is any update.]

Sr. No	Name, Designation and DIN	Date of Appointment	Date of Cessation, if applicable	Date of Resignation, if applicable	Remarks
1.	**Name**: Vasudevan Ramaswami **Designation:** Non - Executive & Independent Directors (DIN-02926769)	01.04.2021	11.02.2023	-	
2.	**Name**: Vijayaraghavachari Ranganathan **Designation:** Non - Executive & Independent Directors **DIN:** 00550121	21.06.2021	20.06.2023	-	-
3.	**Name**: Kandiyoor Muralidharan **Designation:** Non - Executive & Independent Director **DIN:** 01365398	22.06.2020	22.06.2021		-
4.	**Name**: Suresh Mahalingam **Designation:** Non - Executive & Independent Director **DIN:** 01781730	20.06.2023	NA		Appointment
5.	**Name:** Mrs Suzannah Muthoot **Designation:** Executive Director **DIN:** 09792874	23.12.2024	NA	-	Appointment

14. MANAGEMENT'S PERCEPTION OF RISK FACTORS

Please refer to Section 2(17) (*Management's Perception of Risk Factors*) of the General Information Document.

15. DETAILS OF DEFAULT:

There is no default and non-payment of statutory dues except as otherwise disclosed in the financial statements, which are being litigated upon.

16. DETAILS OF NODAL/ COMPLIANCE OFFICER OF THE COMPANY:

Compliance Officer of the Company

Name	Sumesh.S
Designation	Compliance Officer & Company Secretary
Address	TC 14/2074-7,Muthoot Centre,Punnen Road,Thiruvananthapuram 695039]
Phone Number	9605955443
E-Mail id	sumesh.s@muthoot.com

17. DEFAULT IN ANNUAL FILING OF THE COMPANY UNDER THE COMPANIES ACT OR THE RULES MADE THEREUNDER [PL NOTE: Please confirm.]

NIL

18. KEY OPERATIONAL AND FINANCIAL PARAMETERS ON STANDALONE BASIS:

Please refer to Section 2(21) (*Financial Information*) of the General Information Document.

19. DEBT EQUITY RATIO PRIOR TO AND AFTER ISSUE OF DEBT SECURITIES:

Debt: Equity Ratio of the Issuer	
Before the issue*	5.99
After the issue#	6.16

*Note: As on March 31, 2026 (based on latest available financial information). The impact of other fresh borrowings/redemptions (including debentures) and accretion to Reserves & Surplus after March 31, 2026 has not been considered.

For the purposes of calculating the Debt Equity Ratio after the issue the only change considered is the amount of proceeds received from the issue i.e. Rs. 50,00,00,000.

20. AUDITED FINANCIALS FOR THREE COMPLETED YEARS IN COLUMNAR FORMAT AND AS FILED WITH EXCHANGES ALONG-WITH THE AUDITOR'S REPORT, FOOTNOTES ETC., CASH FLOW STATEMENT ALONG-WITH LATEST RESULTS FOR STUB PERIOD FILED WITH EXCHANGES:

Please refer to Section 2(23) of the General Information Document.

Audited Financials for three completed Financial Years along with the Auditor's Report, footnotes etc., Cash Flow Statement is annexed as **Annexure 4** to this Key Information Document.

21. CHANGE IN ACCOUNTING POLICIES DURING THE LAST THREE YEARS AND THEIR EFFECT ON PROFIT AND THE RESERVES OF THE COMPANY (WHEREVER APPLICABLE):

NIL.

22. DETAILS OF CONTINGENT LIABILITIES BASED ON THE LAST AUDITED FINANCIAL STATEMENTS INCLUDING AMOUNT AND NATURE OF LIABILITY AS ON MARCH 31, 2026:

Sr. No	**Particulars**	**As at 31.03.2026**
1	**Claims on the Company not acknowledged as debts' Contractors / Suppliers/ Arbitrators etc.**	0

2	**Demands raised by various authorities that may arise in respect of matters in appeal**	
	GST	38.58
4	Claims preferred by local authorities	43.52
	GRAND TOTAL	**82.10**

23. THE AMOUNT OF CORPORATE GUARANTEE OR LETTER OF COMFORT ISSUED ALONG WITH DETAILS OF THE COUNTERPARTY (VIZ. NAME AND NATURE OF THE COUNTERPARTY, WHETHER A SUBSIDIARY, JOINT VENTURE ENTITY, GROUP COMPANY ETC.) ON BEHALF OF WHOM IT HAS BEEN ISSUED:

Please refer to Section 2(26) of the General Information Document.

24. CAPITAL STRUCTURE OF COMPANY AS ON MARCH 31, 2026:

Share Capital	Amount
Authorized Share Capital	1,00,00,00,000
Issued, Subscribed and Paid-up Share Capital	85,03,08,810

25. CHANGES IN CAPITAL STRUCTURE AS ON LAST QUARTER END, FOR THE LAST THREE FINANCIAL YEARS AND CURRENT FINANCIAL YEAR:

Date of AGM/ EGM	Authorized Capital	Particulars
August 20,2025-Annual General Meeting	Rs. 1,00,00,00,000	Permission was given to the Company for issue of Equity Shares (in tranches) on a preferential issue basis to the extent of 1,02,73,972 Equity Shares of the Company at Rs.10 each with a premium of Rs.63 per Share ('Rs.75 crs') by way of Preferential Allotment to M/s Muthoot Fincorp Limited (MFL),Holding Company. The application money for 34,24,650 Equity Shares of the Company at Rs 10 each with a premium of Rs.63 per share (Tranchel) amounting to Rs.24,99,99,450 has been received by the Company from MFL, Holding Company
June 03, 2024 – Extra Ordinary General Meeting	Rs. 1,00,00,00,000	Permission was given to the Company for issue of Equity Shares (in tranches) on a preferential issue basis to the extent of 75,75,755 Equity Shares of the Company at Rs.10 each with a premium of Rs.56 per Share ('Rs.50 crs') by way of Preferential Allotment to M/s Muthoot Fincorp Limited (MFL),Holding Company. The application money for 37,87,875 Equity Shares of the Company at Rs 10 each with a premium of Rs.56 per share (Tranchel) amounting to Rs.24,99,99,750 has been received by the Company from MFL, Holding Company.
June 30, 2023 – Annual General Meeting	Rs. 1,00,00,00,000	Permission was given to the Company for issue of Equity Shares(in tranches) on a preferential issue basis to the extent of 1,27,11,860 Equity Shares of the Company at Rs.10 each with a premium of Rs.49 per Share ('Rs.75 crs') by way of Preferential Allotment to

		M/s Muthoot Fincorp Limited (MFL),Holding Company. The application money for 42,37,290 Equity Shares of the Company at Rs 10 each with a premium of Rs.49 per share (Tranche 1) amounting to Rs. 25,00,00,110 has been received by the Company from MFL, Holding Company.

26. DETAILS OF THE EQUITY SHARE CAPITAL FOR THE PRECEEDING THREE FINANCIAL YEARS AND CURRENT FINANCIAL YEAR:

Date of Allotment	No. of Equity Shares	Face value (In Rs.)	Issue Price (In Rs.)	Consideration	Nature of Allotment	Cumulative Paid-Up capital			Remarks
						No. of Equity shares	Equity share capital (In Rs.)	Equity shares premium (In Rs.)	
27-09-2025	34,24,650 fully paid-up shares of Rs. 10 each	10	73	24,99,99,450	Preferential allotment	8,50,30,881	8,50,30,8810	63per share	NIL
14-06-2024	37,87,875 fully paid-up shares of Rs. 10 each	10	66	24,99,99,750	Preferential allotment	8,16,06,231	81,60,62,310	56 per share	NIL
04-08-2023	42,37,290 fully paid-up shares of Rs. 10 each	10	59	25,00,00,110	Preferential allotment	7,78,18,356	77,81,83,560	49 per share	NIL

27. EQUITY SHARES ISSUED FOR CONSIDERATION OTHER THAN CASH:

Nil

28. SHAREHOLDING PATTERN AS ON MARCH 31, 2026 AS PER FORMAT SPECIFIED UNDER SEBI LODR REGULATIONS:

Attached as **Annexure 5** to this Key Information Document.

29. TOP 10 EQUITY SHAREHOLDERS AS ON MARCH 31, 2026:

Serial No	Name of the shareholders	Total No of Equity Shares	No of shares in Demat form	Total Shareholding as % of total no of equity shares
1.	Thomas John Muthoot	42,97,885	42,97,885	5.054

2.	Thomas George Muthoot	42,97,890	42,97,890	5.055
3.	Thomas Muthoot	42,97,890	42,97,890	5.055
4.	Preethi John	3,265	3,265	0.004
5.	Nina George	3,265	3,265	0.004
6.	Remmy Thomas	3,265	3,265	0.004
7.	Muthoot Fincorp Limited	7,07,98,655	7,07,98,655	83.262
8.	MHFL Employee Welfare Trust	13,28,766	13,28,766	1.562
	TOTAL	8,50,30,881	8,50,30,881	100.000

30. DETAILS OF ANY ACQUISITION OR AMALGAMATION WITH ANY ENTITY IN THE PRECEDING 1 (ONE) YEAR:

There are no instances of acquisition or amalgamation with any entity by the Company in the last one year.

31. DETAILS OF ANY REORGANIZATION OR RECONSTRUCTION IN THE PRECEDING 1 (ONE) YEAR:

There has not been any reorganization or reconstruction in the last one year.

32. DISCLOSURES WITH REGARD TO INTEREST OF DIRECTORS, LITIGATION ETC.:

i. Any financial or other material interest of the directors, promoters or 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:

NIL

ii. Details of litigation or legal action pending or taken by any Ministry or Department of the Govt. or statutory authority against any promoter of the offeree company during the last three years immediately preceding the year of the circulation of the offer letter and any direction issued by such Ministry or Department or statutory authority upon conclusion of such litigation or legal action:

As per Annexure 9 of the General Information Document.

iii. Summary of reservations or qualifications or adverse remarks of auditors during last five Financial Years:

NIL

iv. Details of any inquiry, inspections or investigations initiated or conducted under the securities law or the Companies Act or any previous company law in the last three years till date in the case of company and all of its subsidiaries. Also, if there were any prosecutions filed (whether pending or not) fines imposed, compounding of offences in the last three years immediately preceding the year of the offer letter and if so, section-wise details thereof for the company and all of its subsidiaries:

There was no inquiry, inspections or investigations initiated or conducted under the securities law, the Companies Act or any previous company law in the last three years till date in the case of company and all of its subsidiaries. Also, there was no prosecutions filed (whether pending or not) fines imposed, compounding of offences in the last three years immediately preceding the year of the offer letter.

v. Details of pending litigation involving the Issuer, its 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:

Attached as Annexure 9 of the General Information Document.

vi. Details of pending proceedings initiated against the Issuer for economic offences, if any:

NIL

vii. Details of acts of material frauds committed against the company in the preceding three Financial Years and the current Financial Year, if any, and if so, the action taken by the company:

NIL

viii. Remuneration of directors and such particulars of the nature and extent of their interests in the Issuer (during the current year and last three Financial Years):

Please refer to Section 2(35) of the General Information Document.

The sitting fees paid to Independent Directors from 01.04.2026 to 31.05.2026-As tabled below.
No directors other than independent directors are receiving any sitting fees.

Details of Independent Director	Sitting Fees (In Rs.)		Total (In Rs.)
	Board Meeting	Committee of Board of Director's Meeting	
Mr Santanu Mukherjee	Rs. 54,500	Rs. 27,250	Rs. 81,750
Mr Suresh Mahalingam	Rs. 54,500	Rs. 27,250	Rs. 81,750

FY 2025-26

No directors other than independent directors are receiving any sitting fees.

Details of Independent Director	Sitting Fees (In Rs.)		Total (In Rs.)
	Board Meeting	Committee of Board of Director's Meeting	
Mr. Santanu Mukherjee	Rs. 4,08,750	Rs. 27,250	Rs. 4,36,000
Mr. Suresh Mahalingam	Rs. 4,90,500	Rs. 27,250	Rs. 5,17,750

FY 2024-25

No directors other than independent directors are receiving any sitting fees.

Details of Independent Director	Sitting Fees (In Rs.)		Total (In Rs.)
	Board Meeting	Committee of Board of Director's Meeting	
Mr. Santanu Mukherjee	Rs. 5,45,000	Nil	Rs. 5,45,000
Mr. Suresh Mahalingam	Rs. 3,81,500	Nil	Rs. 3,81,500

FY 2023-24

No directors other than independent directors are receiving any sitting fees.

	Sitting Fees (In Rs.)	Total (In Rs.)

Details of Independent Director	Board Meeting	Committee of Board of Director's Meeting	
Mr. Santanu Mukherjee	**3,60,000**	**-**	**3,60,000**
Mr. V Ranganathan (Till 20.06.2023)	**1,10,000**	**-**	**1,10,000**
Mr. Suresh Mahalingam	**2,50,000**		**2,50,000**

ix. Full particulars of the nature and extent of interest, if any, of every director:

A. in the promotion of the Issuer:

NIL

B. in any immoveable property acquired by the Issuer in the two years preceding the date of the issue document or any immoveable property proposed to be acquired by it:

NIL

C. Contribution being made by the directors as part of the offer or separately in furtherance of such objects:

NIL

D. 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 shall be disclosed:

NIL

x. Interest of the Directors:

a) Remuneration paid/payable to the Director of the Issuer by the subsidiaries and associate companies of the Issuer during the current year and preceding three Financial Years:
There is no remuneration paid or payable to Director of the Issuer by subsidiaries and associate companies.

b) Shareholding of the Directors in the Issuer and its subsidiaries and associate companies as on March 31, 2026:

Sr. No.	Name of Directors	Shareholding in Issuer
1.	Thomas John Muthoot	4297885
2.	Thomas George Muthoot	4297890
3.	Thomas Muthoot	4297890
4.	Suresh Mahalingam	-
5.	Santanu Mukherjee	-
6.	Suzannah Muthoot	-
	Total	**1,28,93,665**

Note: Issuer does not have any subsidiary or associate company

c) Details of appointment of any relatives of Directors of the Issuer to an office or place of profit with the Issuer, its subsidiaries and associate companies:

None of our Directors' relatives have been appointed to an office or place of profit of our Company, its subsidiaries and associate companies.

d) Details of other interest of Directors of the Issuer in (a) in promotion of the Issuer (b) in any immovable property by in the two years preceding the date of the issue document or any immoveable property proposed to be acquired by it; or (c) being a member of a company, for all sums paid or agreed to be paid to him 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 company, in connection with the promotion or formation of the Issuer:

None of the directors have an interest in any immoveable property acquired by the Company in the two years preceding or proposed to be acquired by the Company as on the date of this Key Information Document. None of the directors have an interest in the Company in form of sums paid or agreed to be paid to the director of the Company in cash or shares or otherwise provided by any person either to induce the director to become, or to help the Director qualify as a director, or otherwise for services rendered by the Director or by the Company, in connection with the promotion or formation of the Company.

e) Statement of the aggregate number of securities of our Company and its subsidiaries purchased or sold by our Directors/or their relatives within six months immediately preceding the date of filing of this Key Information Document:

None of the Directors of our Company including their relatives as defined under Section 2(77) of the Companies Act have undertaken purchase and/or sale of the securities of our Company and its subsidiaries during the preceding 6 (six) months from the date of this Key Information Document.

f) Related party transactions during last three Financial Years and the current Financial Year with regard to loans made, guarantees given or securities provided:

Please refer to **Annexure 6** of the General Information Memorandum.

33. FINANCIAL INDEBTEDNESS AS OF MARCH 31, 2026:

a) Details of outstanding secured loan facilities:

(Rupees in Lakhs)

S. No.	Banks/ Institution	Sanction Amount	O/s Amount	Type of Facility	Interest Repayment Date / Schedule	Security	Credit Rating, if applicable	Asset Classification
	From Banks							
	Term Loans							
1	Union Bank of India	10,000.00	8,055.56	Term Loan	Monthly	Exclusive first charge by way of hypothecation	A+	Standard
2	Yes Bank Ltd.	4,500.00	1,413.41	Term Loan	Monthly	Exclusive first charge by way of hypothecation	A+	Standard
3	IDBI Bank Ltd.	11,500.00	10,038.59	Term Loan	Monthly	Exclusive first charge by way of hypothecation	A+	Standard
4	Karur Vysya Bank Ltd.	7,500.00	5,149.19	Term Loan	Monthly	Exclusive first charge by way of hypothecation	A+	Standard
5	Punjab National Bank	41,000.00	23,986.67	Term Loan	Monthly	Exclusive first charge	A+	Standard

						by way of hypothecation		
6	Bank of Baroda	12,500.00	6,448.65	Term Loan	Monthly	Exclusive first charge by way of hypothecation	A+	Standard
7	State Bank of India	59,500.00	43,375.00	Term Loan	Monthly	Exclusive first charge by way of hypothecation	A+	Standard
8	Canara Bank	27,500.00	17,914.59	Term Loan	Monthly	Exclusive first charge by way of hypothecation	A+	Standard
9	Indian Bank	20,000.00	6,990.54	Term Loan	Monthly	Exclusive first charge by way of hypothecation	A+	Standard
10	Axis Bank Ltd.	10,000.00	7,895.05	Term Loan	Monthly	Exclusive first charge by way of hypothecation	A+	Standard
11	Bank of India	20,000.00	14,577.25	Term Loan	Monthly	Exclusive first charge by way of hypothecation	A+	Standard
12	Federal Bank Ltd.	15,000.00	10,806.12	Term Loan	Monthly	Exclusive first charge by way of hypothecation	A+	Standard
13	Karnataka Bank	10,000.00	6,749.99	Term Loan	Monthly	Exclusive first charge by way of hypothecation	A+	Standard
14	DCB Bank	2,000.00	1,191.55	Term Loan	Monthly	Exclusive first charge by way of hypothecation	A+	Standard
15	Bank of Maharashtra	15,000.00	11,536.04	Term Loan	Monthly	Exclusive first charge by way of hypothecation	A+	Standard
16	Catholic Syrian Bank	5,000.00	4,089.33	Term Loan	Monthly	Exclusive first charge by way of hypothecation	A+	Standard

17	**SVC Co-operative Bank Ltd**	**5,000.00**	**4,997.39**	**Term Loan**	**Monthly**	**Exclusive first charge by way of hypothecation**	**A+**	**Standard**
18	**UCO BANK LTD**	**15,000.00**	**14,258.93**	**Term Loan**	**Monthly**	**Exclusive first charge by way of hypothecation**	**A+**	**Standard**
19	**Punjab & Sind Bank**	**15,000.00**	**14,442.34**	**Term Loan**	**Monthly**	**Exclusive first charge by way of hypothecation**	**A+**	**Standard**
20	**Indusind Bank Ltd**	**5,000.00**	**4,583.21**	**Term Loan**	**Monthly**	**Exclusive first charge by way of hypothecation**	**A+**	**Standard**
21	**Equitas SFB**	**5,000.00**	**4,799.79**	**Term Loan**	**Monthly**	**Exclusive first charge by way of hypothecation**	**A+**	**Standard**
22	**Indian Overseas Bank**	**10,000.00**	**9,999.40**	**Term Loan**	**Monthly**	**Exclusive first charge by way of hypothecation**	**A+**	**Standard**
23	**Saraswat Bank**	**5,000.00**	**2,999.25**	**Term Loan**	**Monthly**	**Exclusive first charge by way of hypothecation**	**A+**	**Standard**
	Sub Total	**3,31,,000.00**	**2,36,297.85**					
	Cash Credit							
24	**Axis Bank Ltd.**	**500**	**-**	**CC**	**As and when**	**Exclusive first charge by way of hypothecation**	**A+**	**Standard**
	Sub Total	**500**	**-**					
	From Financial Institutions							
	Term Loans							
25	**National Housing Bank**	**43,424.00**	**19,544.43**	**Term Loan**	**Monthly**	**Exclusive first charge by way of hypothecation**	**A+**	**Standard**
26	**LIC Housing Finance Ltd.**	**25,000.00**	**15,673.26**	**Term Loan**	**Monthly**	**Exclusive first charge**	**A+**	**Standard**

						by way of hypothecation		
27	**Poonawalla FinCorp**	**5,000.00**	**2,950.63**	**Term Loan**	**Monthly**	**Exclusive first charge by way of hypothecation**	**A+**	**Standard**
28	**Nabsamruddhi Finance Limited**	**4,000.00**	**2,379.31**	**Term Loan**	**Monthly**	**Exclusive first charge by way of hypothecation**	**A+**	**Standard**
29	**Bajaj Finance Limited**	**4,500.00**	**3,641.67**	**Term Loan**	**Monthly**	**Exclusive first charge by way of hypothecation**	**A+**	**Standard**
30	**Sub Debt - INE882Z08015**	**5,000.00**	**5,000.00**	**Sub Debt**		**Unsecured**	**A+**	
31	**Sub Debt - INE882Z08023**	**2,500.00**	**2,500.00**	**Sub Debt**		**Unsecured**	**A+**	
32	**Sub Debt - INE882Z08031**	**2,500.00**	**2,500.00**	**Sub Debt**		**Unsecured**	**A+**	
	Sub Total	**91,924.00**	**54,189.29**					
	Total	**4,23,424.00**	**2,90,487.15**					

b) Details of outstanding unsecured loan facilities:

Name of Lender	Type of Facility	Amount Sanctioned (INR in Crore)	Principal Amount Outstanding (INR in Crore)	Repayment Date / Schedule	Credit Rating, if applicable
NIL	NIL	NIL	NIL	NIL	NIL

c) Details of outstanding non-convertible securities (As on date): INR In Crs

Series of Non-Convertible Securities	ISIN	Tenor / Period of Maturity	Coupon	Amount outstanding (INR in Crore)	Date of Allotment	Redemption Date / Schedule	Credit Rating	Secured / Unsecured	Security
NIL	NIL	NIL	NIL	NIL	NIL	NIL	NIL	NIL	NIL

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

d) Details of commercial paper issuances as at the end of last quarter (as on March 31, 2026): INR in Crs

Series of Non-Convertible Securities	ISIN	Tenor / Period of Maturity	Coupon	Amount outstanding (INR in Crore)	Date of allotment	Redemption Date / Schedule	Credit Rating	Secured / Unsecured	Security	Other details viz. details of Issuing and Paying Agent, details of Credit Rating Agencies
NIL	NIL	NIL	NIL	NIL	NIL	NIL	NIL	NIL	NIL	NIL

34. LIST OF THE TOP TEN HOLDERS OF NON-CONVERTIBLE SECURITIES IN TERMS OF VALUE (ON A CUMULATIVE BASIS):

Series of Non-Convertible Securities	ISIN	Tenor / Period of Maturity	Coupon	Amount outstanding (INR in Crore)	Date of Allotment	Redemption Date / Schedule	Credit Rating	Secured / Unsecured	Security
NIL	NIL	NIL	NIL	NIL	NIL	NIL	NIL	NIL	NIL

35. DETAILS OF ANY OUTSTANDING BORROWINGS TAKEN/ DEBT SECURITIES ISSUED WHERE TAKEN / ISSUED (I) FOR CONSIDERATION OTHER THAN CASH, WHETHER IN WHOLE OR PART, (II) AT A PREMIUM OR DISCOUNT, OR (III) IN PURSUANCE OF AN OPTION:

NIL

36. LIST OF TOP 10 HOLDERS OF COMMERCIAL PAPER IN TERMS OF VALUE (IN CUMULATIVE BASIS):

SR. NO.	NAME OF HOLDER	CATEGORY OF HOLDER	FACE VALUE OF HOLDING	HOLDING AS A % OF TOTAL COMMERCIAL PAPER OUTSTANDING OF THE ISSUER
1	NIL	NIL	NIL	NIL

37. DETAILS OF THE BANK FUND BASED FACILITIES/ REST OF THE BORROWING (IF ANY INCLUDING HYBRID DEBT LIKE FOREIGN CURRENCY CONVERTIBLE BONDS (FCCB), OPTIONALLY CONVERTIBLE DEBENTURES / PREFERENCE SHARES) FROM FINANCIAL INSTITUTIONS OR FINANCIAL CREDITORS:

NAME OF PARTY (IN CASE OF FACILITY) / NAME OF INSTRUMENT	TYPE OF FACILITY / INSTRUMENT	AMOUNT SANCTIONED / ISSUED	PRINCIPAL AMOUNT OUTSTANDING	DATE OF REPAYMENT / SCHEDULE	CREDIT RATING	SECURED / UNSECURED	SECURITY
NIL	NIL	NIL	NIL	NIL	NIL	NIL	NIL

38. 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 OF LETTERS OF COMFORT ISSUED BY THE COMPANY, IN THE PAST 3 YEARS INCLUDING THE CURRENT FINANCIAL YEAR:

NIL

39. 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:

NIL

40. WHERE THE ISSUER IS A NON-BANKING FINANCE COMPANY OR HOUSING FINANCE COMPANY, THE FOLLOWING DISCLOSURES ON ASSET LIABILITY MANAGEMENT (ALM) SHALL BE PROVIDED FOR THE LATEST AUDITED FINANCIALS

A. Details with regard to lending done out of the issue proceeds of earlier issuances of debt securities (whether public issue or private placement) by the Issuer

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

Please refer to the lending policy set out in Annexure 7 of the Key Information Document.

(b) **Classification of Loans given to associate or entities related to Board, Key Managerial Personnel and Senior Management, promoters, etc.:**

Refer Annexure 7 of the Key Information Document.

(c) **Classification of loans 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 to paragraph (J) below of this table below.

(d) **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;**

Refer Annexure 7 of the Key Information Document.

(e) **Details of loans, overdue and classified as non-performing assets (NPA) in accordance with RBI stipulations:**

Please refer to paragraph (K) of this table below.

B. Details of borrowings made by NBFC

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

Please refer to paragraph (J) in this table below including sub-paragraph (c) therein.

(b) **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:**

Please refer to paragraph (K) of this table below.

(c) **Quantum and percentage of secured vis-à-vis unsecured borrowings made; and**

Type of Borrowings	**Outstanding as at March 31, 2026 (INR) (in Crore) / latest quarter**	**%**
Secured Borrowings	2804.87	96.56
Unsecured Borrowings	100	3.44
Total	2904.87	100

C. **Details of change in shareholding**

(a) Any change in promoters' holdings during the last Financial Year beyond the threshold, as prescribed by RBI

INR 25 Crores raised from Muthoot Fincorp Limited, aggregating to total shareholding percentage of Promoter to 83.26% in FY 25-26.

D. Disclosure of Assets Under Management

(a) Segment wise breakup:

Please refer to sub-paragraph (c) of paragraph (J) in this table below.

(b) Type of Loans

Please refer to sub-paragraph (a) of paragraph (J) in this table below.

E. Details of borrowers

(a) Geographical location wise

Please refer to sub-paragraph (e) of paragraph (J) in this table below.

F. Details of Gross NPA

(a) Segment wise:

Please refer to sub-paragraph (c) of paragraph (K) in this table below.
G. Details of Assets and Liabilities
(a) Residual maturity profile wise into several bucket: Please refer to paragraph (L) in this table below.
H. Additional details of loans made by the issuer where it is a Housing Finance Company
N.A.
I. Disclosure of latest ALM statements to stock exchange
Please refer to the ALM statements set out in Annexure 7 of the Key Information Document.

J. Classification of loans according to	
(a) Type of Loans:	As per Annexure 7 of the Key Information Document.
Denomination of loans outstanding by loan-to-value:	As per Annexure 7 of the Key Information Document.
Sector Exposure	As per Annexure 7 of the Key Information Document.
Denomination of loans outstanding by ticket size*:	As per Annexure 7 of the Key Information Document.
Geographical classification of borrowers:	As per Annexure 7 of the Key Information Document.
K. Details of loans, overdue and classified as non-performing assets (NPA) in accordance with RBI stipulations	
Movement of Gross NPA	As per Annexure 7 of the Key Information Document.
Movement of provisions for NPA	As per Annexure 7 of the Key Information Document.
Segment wise Gross NPA	As per Annexure 7 of the Key Information Document.

L. Residual maturity profile of assets and liabilities (in line with the RBI format):
As per Annexure 7 of the Key Information Document.

41. THE AMOUNT OF CORPORATE GUARANTEE OR LETTER OF COMFORT ISSUED BY THE ISSUER ALONG WITH NAME OF THE COUNTERPARTY (LIKE NAME OF THE SUBSIDIARY, JOINT VENTURE ENTITY, GROUP COMPANY, ETC.) ON BEHALF OF WHOM IT HAS BEEN ISSUED, CONTINGENT LIABILITY INCLUDING DEBT SERVICE RESERVE ACCOUNT GUARANTEES/ ANY PUT OPTION ETC. (DETAILS OF ANY OUTSTANDING BORROWINGS TAKEN/ DEBT SECURITIES ISSUED FOR CONSIDERATION OTHER THAN CASH). THIS INFORMATION SHALL BE DISCLOSED WHETHER SUCH BORROWING/ DEBT SECURITIES HAVE BEEN TAKEN/ ISSUED: (A) IN WHOLE OR PART, (B) AT A PREMIUM OR DISCOUNT, OR (C) IN PURSUANCE OF AN OPTION OR NOT:

NIL

42. ANY LITIGATION OR LEGAL ACTION PENDING OR TAKEN BY A GOVERNMENT DEPARTMENT OR A STATUTORY BODY OR A REGULATORY BODY DURING THE PRECEDING THREE FINANCIAL YEARS AND THE CURRENT FINANCIAL YEAR AGAINST THE PROMOTER OF THE COMPANY:

NIL

43. 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 OF LETTERS OF COMFORT ISSUED BY THE COMPANY, IN THE PAST 3 YEARS INCLUDING THE CURRENT FINANCIAL YEAR:

NIL

44. 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:

NIL

45. ANY LITIGATION OR LEGAL ACTION PENDING OR TAKEN BY A GOVERNMENT DEPARTMENT OR A STATUTORY BODY OR A REGULATORY BODY DURING THE PRECEDING THREE FINANCIAL YEARS AND THE CURRENT FINANCIAL YEAR AGAINST THE PROMOTER OF THE COMPANY:

NIL

46. DETAILS OF DEFAULT AND NON-PAYMENT OF STATUTORY DUES FOR PRECEDING THREE FINANCIAL YEARS AND THE CURRENT FINANCIAL YEARS:

There is no default and non-payment of statutory dues except as otherwise disclosed in the financial statements, which are being litigated upon.

47. 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.

As per Annexure 9 of the General Information Memorandum.

48. 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

As per Annexure 9 of the General Information Memorandum.

49. DETAILS OF PENDING PROCEEDINGS INITIATED AGAINST THE ISSUER FOR ECONOMIC OFFENCES, IF ANY.

As per Annexure 9 of the General Information Memorandum.

50. 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.

As per Annexure 9 of the General Information Memorandum.

51. THE ISSUE DOCUMENT SHALL NOT INCLUDE A STATEMENT PURPORTING TO BE MADE BY AN EXPERT UNLESS THE EXPERT IS A PERSON WHO IS NOT, AND HAS NOT BEEN, ENGAGED OR INTERESTED IN THE FORMATION OR PROMOTION OR MANAGEMENT, OF THE COMPANY AND HAS GIVEN HIS WRITTEN CONSENT TO THE ISSUE OF THE ISSUE DOCUMENT AND HAS NOT WITHDRAWN SUCH CONSENT BEFORE THE DELIVERY OF A COPY OF THE ISSUE DOCUMENT TO THE REGISTRAR (AS APPLICABLE) FOR REGISTRATION AND A STATEMENT TO THAT EFFECT SHALL BE INCLUDED IN THE ISSUE DOCUMENT.

Other than the following, the Issuer has not obtained any expert opinions in connection with the General Information Document:

None

The above experts are not, and has not been, engaged or interested in the formation or promotion or management, of the Issuer and have given their written consent to the Company as stated in the paragraph above and has not withdrawn such consent before the delivery of a copy of this General Information Document to the Registrar (as applicable) for registration and a statement to that effect shall be included in the issue document.

52. THE NAMES OF THE DEBENTURE TRUSTEE(S) SHALL BE MENTIONED WITH STATEMENT TO THE EFFECT THAT DEBENTURE TRUSTEE(S) HAS GIVEN ITS CONSENT FOR APPOINTMENT ALONG WITH THE COPY OF THE CONSENT LETTER FROM THE DEBENTURE TRUSTEE:

The Debenture Trustee for the Debentures is as per this document. The Debenture Trustee has given its written consent for its appointment under Regulation 4 (4) of the SEBI NCS Regulations. The Debenture Trustee has also given its consent for the inclusion of its name as debenture trustee in the form and context in which appears in this Key Information Document and all subsequent periodical communications to be sent to the holders of the debt securities.

The Debenture holder(s) shall, without further act or deed, be deemed to have irrevocably given their consent to the Debenture Trustee or any of their agents or authorized officials to do all such acts, deeds, matters and things in respect of or relating to the Debentures as the Debenture Trustee may in their absolute discretion deem necessary or require to be done in the interest of the holder(s) of the Debentures. Any payment made by the Issuer to the Debenture Trustee on behalf of the Debenture holder(s) shall discharge the Issuer pro tanto to the Debenture holder(s). No Debenture holder shall be entitled to proceed directly against the Issuer unless the Debenture Trustee, having become so bound to proceed, fail to do so.

The Debenture Trustee shall perform its duties and obligations and exercise its rights and discretions, in keeping with the trust reposed in the Debenture Trustee by the holder(s) of the Debentures and shall further conduct itself, and comply with the provisions of all Applicable Laws, provided that, the provisions of Section 20 of the Indian Trusts Act, 1882, shall not be applicable to the Debenture Trustee. The Debenture Trustee shall carry out its duties and perform its functions as required to discharge its obligations under the terms of SEBI NCS Regulations, the SEBI Debenture Trustees Regulations, the Debenture Trustee Agreement, this Key Information Document, General Information Document, and all other related transaction documents, with due care, diligence and loyalty.

53. 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.

Not Applicable. The proceeds raised from the Issue will be used solely for the lending Purpose of borrower and not to the any group company.

Sr. 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
1.	NA	NIL	NA

54. IN ORDER TO ALLOW INVESTORS TO BETTER ASSESS THE ISSUE, THE FOLLOWING ADDITIONAL DISCLOSURES SHALL BE MADE BY THE ISSUER IN THE ISSUE DOCUMENTS

a. A portfolio summary with regards to industries/ sectors to which borrowings have been granted by NBFCs:

Please refer to Section 41 of the General Information Document.

b. Quantum and percentage of secured vis-à-vis unsecured borrowings granted by NBFCs:

Please refer to the Section 41 of the General Information Document.

55. 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:

NIL

56. BROAD LENDING AND BORROWING POLICY OF THE ISSUER:

Attached as Annexure 7 of this Key Information Document.

57. 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:***

(i) Any day of the week, excluding Sundays or a public holiday, on which banks are normally open for business in Mumbai, India, shall be a Business Day for the purpose of this Key Information Document and the Transaction Documents.

(ii) In the event that any of the Coupon Payment Dates (other than the Maturity Date) falls on a day that is not a Business Day, the immediately succeeding Business Day shall be considered as the effective date(s) for that payment or determination, as the case may be.

(iii) In the event that the date for performance of any event or the Maturity Date falls on a day that is not a Business Day, the immediately preceding Business Day shall be considered as the effective date for that payment or the date for performance of such event.

(b) ***Procedure and time schedule for Allotment and issue of securities should be disclosed***

Please see paragraph 7 of Section 3 of the General Information Document.

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

Please see Annexure 8 of the Key Information Document.

58. DISCLOSURES PERTAINING TO WILFUL DEFAULTER FOR THE ISSUER AND DIRECTORS OF THE ISSUER:

a) Name of the bank declaring the entity as a willful defaulter: Not Applicable

b) The year in which the entity is declared as willful defaulter: Not Applicable

c) Outstanding amount when the entity is declared as willful defaulter: Not Applicable

d) Name of the entity declared as a willful defaulter: Not Applicable

e) Steps taken, if any, for the removal form the list of willful defaulters: Not Applicable

f) Other disclosures, as deemed fit by the Issuer in order to enable investors to take informed decisions: Not Applicable

g) Any other disclosure as specified by the SEBI: Not Applicable

59. OTHER CONFIRMATIONS:

Our Company confirms that it will not utilize the proceeds of the Issue towards full or part consideration for the purchase of any business or in purchase of an interest in any business or any other purchase or acquisition of any immoveable property including indirect acquisition of immoveable property.

Our Company confirms that it will not use the proceeds from the Issue, directly or indirectly, for the purchase of any business or in the purchase of any interest in any business whereby our Company shall become entitled to an interest in either the capital or profit or losses or both in such business exceeding 50% thereof, the purchase or acquisition of any immovable property (direct or indirect) or acquisition of securities of any other body corporate.

60. OTHER DETAILS:

a. Creation of DRR:

As per Section 71 of the Companies Act, Company shall maintain a reserve to be called the "Debenture Redemption Reserve" and investment or deposit of sum in respect of debentures maturing during the year ending on the 31st day of March of next year as per the provisions of Act read with rules made thereunder or any regulations or guidelines issued by SEBI, as applicable. However, under the Rule 18(7) of the Companies (Issuance of Share Capital and Debentures) Rules, 2014, Housing Finance Companies are exempt from this requirement in respect of privately placed debentures.

b. Issue/instrument specific regulations - relevant details (Companies Act, guidelines issued by the RBI, etc.):

The Debentures shall be issued and regulated in accordance with the provisions of the Companies Act and rules framed thereunder and the SEBI NCS Regulations.

The present Issue is being made pursuant to the following:

- Board resolution passed at the meeting of Board of Directors held on April 29, 2026 to borrow funds upto Rs. 300,00,00,000 (Rupees Three Hundred Crores) read with Debenture Issue Committee Resolution passed at the meeting of the Committee held on **[•]**, 2026 for Issue of Debentures. **[PL NOTE: Please provide.]**

- Special resolution passed in Extraordinary General Meeting held on June 02, 2026 under Sections 42 and 71 of Companies Act read with Companies (Prospectus and Allotment of Securities) Rules, 2014, and the Companies (Share Capital and Debentures) Rules, 2014 (including any statutory modification(s) or re-enactment(s) thereof, for the time being in force) as amended, or provisions of any other applicable law, to raise up to Rs. 6000,00,00,000 (Rupees Six Thousand Crores).

- Shareholder Resolution dated April 29, 2026 approving the borrowing limits for borrowing by the Company and the security limits for creation of security by the company pursuant to Section 180 of the Act.

c. Default in Payment:

In case of default (including delay) in payment of interest and/or principal redemption on the due dates, additional interest at 2% p.a. over the Coupon Rate will be payable by the Issuer for the defaulting period.

d. Delay in Listing:

In accordance with the SEBI NCS Regulations read together with the Listed Debentures Master Circular, the Issuer confirms that, where the EBP mechanism is used and there is any delay in listing of the Debentures beyond 2 (two) Business Days from the date of bidding on the EBP Platform in respect to the issue for the Debentures, the Issuer will pay to the Debenture Holders, penal interest of 1% (one percent) per annum over the Interest Rate, from the date of Allotment of the Debentures until the listing of the Debentures is completed.

e. Delay in execution of Trust Deed:

The Issuer and the Debenture Trustee shall execute the trust deed within such timelines as may be specified by SEBI. In case the Issuer fails to execute the trust deed within the period specified it shall pay interest of at least 2% per annum or such other rate, as may be specified by SEBI to the holder of debt securities, over and above the agreed Coupon Rate, till the execution of the trust deed.

f. Delay in Allotment of securities:

- The Issuer shall ensure that the Debentures are Allotted to the respective Debenture Holders within the timelines prescribed under the Listed Debentures Master Circular.

- If the Issuer 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**").

- If the Issuer fails to repay the Application Money within the Repayment Period, then the Issuer 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.

g. Disclosure required under Form PAS-4 under Companies (Prospectus and Allotment of Securities), Rules, 2014 but not contained in this schedule, if any

All disclosures prescribed under PAS-4 of Companies (Prospectus and Allotment of Securities), Rules, 2014 have been done and made a part of this Key Information Document.

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

(a) ***If the proceeds, or any part of the proceeds, of the issue of the debt securities 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 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.

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

The Issuer confirms that it will not use the proceeds from the Issue, directly or indirectly, for purchase or acquisition of any immovable property.

(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.

The Issuer confirms that it will not use the proceeds from the Issue, directly or indirectly, for acquisition of securities of any other body corporate.

(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 paragraph (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.**

As per Annexure 7 of the Key Information Document.

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

Not Applicable.

i. Terms and conditions of the Debenture Trustee Agreement including fees charged by the Debenture Trustee, details of the security to be created and the process of due diligence carried out by the Debenture Trustee:

Terms and conditions of appointment of the Debenture Trustee and the due diligence to be carried out by the Debenture Trustee are further specified in the Debenture Trustee Agreement dated **[•]**. The Debenture Trustee Agreement has been executed as per required regulations before opening of Issue. The remuneration of the Debenture Trustee shall be as per the letter numbering **[•]** dated **[•]** as maybe amended/modified from time to time. The remuneration of Debenture Trustee includes the acceptance fee of Rs. **[•]** and annual trusteeship fees of Rs. **[•]**. **[PL NOTE: Please provide.]**

j. Material Contracts and Documents involving Financial Obligations of the Issuer:

The following contracts and documents which are or may be deemed material have been entered or are to be entered into by our Company. These contracts and also the documents for inspection referred to hereunder, may be inspected on Working Days at the Corporate Office of our Company situated at 12A 01, 13th Floor, Parinee Crescenzo, Plot No. C-38 & C-39, Bandra Kurla Complex - G Block, Bandra (East), Mumbai – 400051, between 10 am to 6 pm on any Working Days on from the date of this Key Information Document until the Allotment of Debentures under this Key Information Document.

S. No.	Nature of Contract [PL NOTE: Please provide the requisite information below.]
1	Certified true copy of the Memorandum & Articles of the Issuer.
2	Board Resolution dated April 29, 2026 authorizing the issuance of Debentures having aggregate nominal value of Rs. 300,00,00,000 (Indian Rupees Three Hundred Crores).
3	Debenture Issue Committee Resolution passed at the meeting of the Committee held on **[•]**, 2026 for Issue of Debentures.

4	Shareholder Resolution dated April 29, 2026 approving the borrowing limits for borrowing by the Company and the security limits for creation of security by the company pursuant to Section 180 of the Act.
5	Special resolution passed in Extraordinary General Meeting held on June 02, 2026 under Sections 42 and 71 of Companies Act read with Companies (Prospectus and Allotment of Securities) Rules, 2014, and the Companies (Share Capital and Debentures) Rules, 2014 (including any statutory modification(s) or re-enactment(s) thereof, for the time being in force) as amended, or provisions of any other applicable law, to raise up to Rs. 6000,00,00,000 (Rupees Six Thousand Crores).
6	Copies of Annual Reports of the Company for the last three Financial Years.
7	Credit rating letter from the Rating Agency dated **[•]** rating rationale from the Rating Agency dated **[•]** along with detailed press release.
8	Letter from Debenture Trustee dated **[•]**, 2026 giving its consent to act as Debenture Trustee.
9	Letter for Register and Transfer Agent.
10	Certified true copy of the certificate of incorporation of the Company.
11	Certified true copy of the tripartite agreement between the Company, the Registrar & Transfer Agent and the NSDL/CDSL.
12	Copy of application made to BSE for grant of in-principle approval for listing of Debentures.
13	Debenture Trustee Agreement to be executed by the Issuer and the Debenture Trustee.
14	DTD to be executed by the Issuer and the Debenture Trustee.
15	Any other Transaction Document as may be required for the Debentures.

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

The contracts and documents referred to hereunder as material to the Issue, may be inspected at the Registered Office of the Company between 10.00 am to 4.00 pm on Working Days.

l. 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.

Financial Year	Page number of the audit report which sets out the details of the related party transactions
2026	page no. 67
2025	page no. 77
2024	page no. 77

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

NIL

n. Details of Debt Securities Sought to be Issued

Please refer to Section 61 of this Key Information Document.

o. Issue Size

Please refer to Section 61 of this Key Information Document.

p. Utilization of the Issue Proceeds

Please refer to Section 61 of this Key Information Document.

61. ISSUE DETAILS:

Security Name	10.25% Muthoot Housing Finance Company Limited 2029
Issuer	Muthoot Housing Finance Company Limited
Type of Instrument	Rated, listed, unsecured, fully paid up redeemable, taxable, non-convertible Debentures
Nature of Instrument	Unsecured.
Seniority	Senior
Mode of Issue	Private placement
Eligible Investors	The following categories of Investors, shall be eligible to apply for this private placement of Debentures by submitting all the relevant documents along with the Application Form: (a) Companies and bodies corporate; (b) mutual funds, venture capital funds, alternative investment funds and foreign venture capital investors registered with the SEBI; (c) foreign portfolio investors other than individuals, corporate bodies and family offices; (d) Public financial institutions; (e) Insurance companies registered with the Insurance Regulatory And Development Authority of India; (f) Provident, pension, gratuity and superannuation fund trusts; (g) Housing finance companies registered with the National Housing Bank (NHB)/ RBI; (h) Trusts (including public charitable trusts), association of persons, societies registered under the Applicable Laws in India; (i) Resident individual investors and hindu undivided families (excluding minors and non-resident Indians); (j) partnership firms and limited liability partnership firms; (k) NBFCs registered with RBI; and (l) Any other person/ entity who is eligible to invest in bonds/ debentures as per the concerned guidelines and regulations and permitted under Applicable Laws. Any other person eligible to invest in the Debentures subject the relevant prevalent guidelines and as permitted under Applicable Laws.

	The advisor(s)/ arranger(s)/ placement agent(s), broker(s) associated with the Issue and/or their affiliates/ subsidiaries/ associates/ group companies and/or their promoters/ directors/ key managerial personnel/ officers/ employees may subscribe to the Issue as the Applicable Laws including but not limited to (i) SEBI (Merchant Bankers) Regulations, 1992 and Code of Conduct specified therein; (ii) Securities and Exchange Board of India (Stock Brokers) Regulations, 1992 and code of conduct specified therein, as applicable, do not restrict them from subscribing to the Issue. Note: Participation by eligible 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.
Listing	(i) The Debentures are proposed to be listed on the WDM of the BSE. The Debentures shall be listed within 3 (Three) Working Days from the Issue Closure Date as prescribed under the SEBI Listing Timelines Requirements ("**Listing Period**"). (ii) The Company shall ensure that the Debentures continue to be listed on the WDM segment of the BSE. (iii) In the event there is any delay in listing of the Debentures beyond the Listing Period, the Company will pay to the Debenture Holders, penal interest of 1% (one percent) per annum over the Interest Rate, from the Deemed Date of Allotment for this NCD issuance until the listing of the Debentures is completed..
Rating of the Instrument	"CRISIL AA- / Stable" (Pronounced as "CRISIL Double A minus" with Stable Outlook") by CRISIL Ratings Limited. The Issuer/Investor(s) has the right to obtain an additional credit rating from any of the other three SEBI registered Credit Rating Agency i.e. ICRA, India Ratings and CARE Ratings for full or part of the Issue size, as it may deem fit, which shall be at least equivalent to the prevailing credit rating to the issue.
Issue Size	Rs. 50,00,00,000/- (Rupees Fifty Crores)
Base Size	Rs. 50,00,00,000/- (Rupees Fifty Crores)
Option to retain oversubscription	Not Applicable
Interest Rate Parameter	Fixed
Bid Opening Date and Bid Closing Date	July 27, 2026 **[PL NOTE: Please refer to our comment on the first page]**
Minimum Bid Lot	1000 (One Thousand) Debentures and in multiples of 1 (One) Debenture thereafter
Manner of bidding	Open
Manner of Allotment	Uniform Yield
Manner of Settlement in the Issue	Through the Clearing Corporation
Settlement cycle	T+1

Objects of the Issue/Details of utilization of the proceeds	The proceeds from the Issue after meeting the expenditures related to the Issue will be utilized for onward lending only. The proceeds of the Issue will not be used for acquisition of land or for investing in Capital Markets or for the following purposes which are not eligible for bank finance: (a) Investments of the Issuer both of current and long-term nature, in any company / entity by way of shares, debentures. (b) Unsecured loans / inter-corporate deposits by the Issuer to / in any company. (c) All types of loans and advances by the Issuer to their subsidiaries, Promoters / group companies / entities. (d) Further lending to individuals for subscribing to Initial Public Offerings (IPOs) and for purchase of shares from secondary market. (e) Related party transaction (f) land acquisition or usages that are restricted for bank financing (g) The proceeds of the Issue shall not be used for any purpose as stated above, which may be in contravention of the government/ RBI/ SEBI / or any other regulatory guidelines as stipulated from time to time
Coupon Rate	10.25% per annum payable monthly on Coupon Payment Date(s). The above 'Coupon Rate' shall be subject to paragraph titled "Step Up Coupon Rate", as mentioned below.
Step Up Coupon Rate	In the event there is any downgrade in the Rating/outlook of the Debentures from the Rating Agency or assignment of any new credit rating which is lower than the present Rating/outlook of the Debentures on the Deemed Date of Allotment, the Coupon Rate shall stand automatically increased by 25 (twenty five) basis points for each notch of Rating/outlook downgrade of the Debentures from the date of such downgrade.
Step Down Coupon Rate	Not Applicable
Coupon Payment Frequency	Monthly and on the Final Redemption Date
Coupon Payment Date	The Coupon Payment Dates are specifically set out in **Annexure 8** (*Illustration of Debenture Cashflows*) of this Key Information Document.
Coupon Type	Fixed
Coupon Reset Process	Not Applicable
Day Count Basis	The Coupon shall be computed on Actual / Actual basis, i.e. Actual / 365 (Three Hundred Sixty Five) days (or 366 (Three Hundred Sixty Six) days in the case of a leap year).
Interest on Application Money	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 this NCD issuance for all valid applications, within 3 (Three) Business Days from the Deemed Date of Allotment for this NCD issuance. Where pay-in date of the Application Money and the Deemed Date of Allotment for this NCD issuance are the same, no interest on Application Money will be payable.

Default Interest	Without prejudice to the remedies available to the Debenture Trustee under the Transaction Documents or under the Applicable Law, on occurrence of the following events: (a) If, at any time, a Payment Default occurs, the Issuer agrees to pay additional coupon at the rate of 2% (Two Percent) per annum over and above the applicable Coupon Rate on all amounts outstanding Debentures (including the Outstanding Principal Amounts and any accrued but unpaid interest) from the date of occurrence of such Payment Default until such default is cured within 3 (three) Business Days or the Debentures are fully redeemed. (b) In case delay in execution of DTD, then the Issuer shall pay additional coupon at the rate of 2% (Two Percent) per annum over and above the applicable Coupon Rate on all amounts outstanding under the Debentures (including the Outstanding Principal Amounts and any accrued interest) from the Issue Closure Date until such time the DTD is executed. (c) In case of delay in listing beyond 3 (three) Business Days from Issue Closing Date, the Company shall pay a penal interest of 1% (One Percent) p.a. over the applicable Coupon Rate from the Deemed Date of Allotment until the listing of the Debentures is completed.
Tenure	36 (Thirty-Six) months from Deemed Date of Allotment
Redemption Date / Scheduled Maturity Date	Please refer Annexure 8 (*Illustration of Debenture Cash Flows*) of this Key Information Document.
Redemption Amount	Rs. 10,000/- (Rupees Ten Thousand only) per Debenture plus accrued Coupon if any.
Redemption Premium / Discount	NA
Issue Price	Rs. 10,000/- (Rupees Ten Thousand only) per Debenture plus accrued Coupon if any.
Discount at which security is issued and the effective yield as a result of such discount	NA
Put Option	(a) A Debenture Holder shall have a right (but not an obligation) to require the Company to redeem all or any of the Debentures (as applicable) held by it in part of full on the relevant Put Option Exercise Date in respect of the Debentures (as applicable) (the "**Put Option**"). (b) To exercise the Put Option on the relevant Put Option Exercise Date, the relevant Debenture Holder(s) shall provide a notice to the Company in writing at least 21 (twenty one) calendar days prior to the Put Option Exercise Date ("**Put Option Notice**"), informing the

	Company of its intention to the exercise of the Put Option on the relevant Put Option Exercise Date. (c) Following the receipt of the Put Option Notice from the Debenture Holder referred in sub-Clause (b) above, the Company shall fully redeem the Debentures at par, on the Put Option Exercise Date, together with such amount of interest and other outstanding monies on the Debentures.
Put option date	means end of 30th Month from the Deemed Date of Allotment i.e. January 28, 2029.
Put option price	At par
Put notification time	21 (twenty one) calendar days prior to the Put Option Exercise Date.
Call Option	NA
Call option date	NA
Call option price	NA
Call notification time	NA
Face Value	Rs. 10,000/- (Rupees Ten Thousand Only) per Debenture
Minimum Application size and in multiples thereafter	1000 (One Thousand) Debentures and in multiples of 1 (One) Debenture thereafter
Issue Opening Date	July 27, 2026
Issue Closing Date:	July 27, 2026
Pay-in Date:	July 28, 2026
Deemed Date of Allotment:	July 28, 2026
Issuance mode of the Instrument	Demat only
Trading mode of the Instrument	Demat only
Settlement mode of the Instrument	All interest, principal repayments, penal interest and other amounts, if any, payable by the Issuer to the Debenture Holders shall be paid to the Debenture Holders by electronic mode of transfer like RTGS/NEFT/direct credit to such bank account within India as the Debenture Holders' inform the Issuer in writing and which details are available with the Registrar.
Depositories	NSDL and CDSL
Business Day Convention/Effect of Holidays	(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 Company 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 mentioned in this Key Information Document and other Transaction Documents, if any day for performance of any acts under the Transaction Documents (other than those set out in sub-Clause (c) to sub-Clause (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.
Record Date	Means the date falling 15 days prior to any Due Date..
Nominee Director	(a) The Debenture Trustee shall have a right to appoint a nominee director, in accordance with the SEBI Debenture Trustees Regulations, on the board of directors of the Company (hereinafter referred to as the "**Nominee Director**") upon the occurrence of any of the following: (i) 2 (two) consecutive defaults in the payment of interest to the Debenture Holders; or (ii) (to the extent applicable) any default in creation of security for the Debentures; or (iii) any default on the part of the Company in redemption of the Debentures. (b) The Nominee Director shall not be liable to retire by rotation nor required to hold any qualification shares. (c) The Company shall appoint the person nominated by the Debenture Trustee in terms of clause (e) of sub-regulation (1) of regulation 15 of the SEBI Debenture Trustees Regulations as a director on its Board of Directors at the earliest and not later than one month from the date of receipt of nomination from the debenture trustee(s) as to appointment of Nominee Director. (d) If so required, to give effect to this Clause, the Company shall take all steps necessary to amend its articles of association within the timelines prescribed under Applicable Law.
All covenants of the issue (including side letters, accelerated payment clause, etc.)	(a) **Affirmative Covenants** The Company undertakes and covenants that the Company shall until the Final Settlement Date: (i) ***Use of Proceeds***

a. The Company shall utilise the monies for the Purpose. The Company shall procure and furnish to the Debenture Trustee, a certificate from an statutory auditor of the Company in respect of the utilisation of funds raised by the issue of Debentures towards the Purpose, within 60 (Sixty) calendar days from the Deemed Date of Allotment and at the end of each Financial Year (in the event that the proceeds are utilised for financing working capital requirements).

b. The proceeds of the Issue will not be used for acquisition of land or for investing in capital markets or for the following purposes which are not eligible for bank finance:

(A) Bills discounted / rediscounted by the Issuer - except for rediscounting of bills discounted by NBFCs arising from sale of:
   i. commercial vehicles (including light commercial vehicles), and
   ii. two-wheeler and three-wheeler vehicles, subject to the following conditions:
      I. the bills should have been drawn by the manufacturer on dealers only;
      II. the bills should represent genuine sale transactions as may be ascertained from the chassis / engine number; and
      III. before rediscounting the bills, banks should satisfy themselves about the bona fides and track record of NBFCs which have discounted the bills.

(B) Investments of the Issuer both of current and long-term nature, in any company / entity by way of shares, debentures.

(C) Unsecured loans / inter-corporate deposits by the Issuer to / in any company

(D) All types of loans and advances by the Issuer to their subsidiaries, group companies / entities, related party

(E) Further lending to individuals for subscribing to initial public offerings (IPOs) and for purchase of shares from secondary market.

(F) The proceeds of the Issue shall not be used for any purpose as stated above, which may be in contravention of the government/ RBI/ SEBI or any other regulatory guidelines.

(ii) The Company shall carry on and conduct its business with due diligence and efficiency and in accordance with sound operational, technical, managerial and financial standards and business practices with qualified and experienced management and personnel.

(iii) The Company shall keep proper books of account as required by the Act and make true and proper entries of all dealings and transactions of and in relation to the business of the Company and keep the said books of account and all other books, registers and other documents relating to the affairs of the Company at its registered office or, where permitted by

	law, at other place or places where the books of account and documents of a similar nature may be kept and the Company will ensure that all entries in the same relating to the business of the Company shall at all reasonable times be open for inspection of the Debenture Trustee and such Person or Persons as the Debenture Trustee shall, from time to time, in writing for the purpose, appoint. (iv) The Company shall give to the Debenture Trustee such information as they or any of them shall require as to all matters relating to the business, property and affairs of the Company and at the time of the Issue thereof to the shareholders of the Company furnish to the Debenture Trustee, 3 (three) copies of every report, balance sheet, profit and loss account. (v) The Company shall punctually pay all rents, royalties, taxes, rates, levies, cesses, assessments, impositions and outgoings governmental, municipal or otherwise imposed upon or payable by the Company as and when the same shall become payable and when required by the Debenture Trustee produce the receipts of such payment. (vi) The Company shall reimburse all sums paid or expenses incurred by the Debenture Trustee, attorney, manager, agent or other person appointed by the Debenture Trustee for all or any of the purposes mentioned in these presents within 15 (Fifteen) days of receipt of a notice of demand from them in this behalf. (vii) ***Validity of Transaction Documents*** Ensure and procure that the Transaction Documents shall be validly executed and delivered and will continue in full force and effect and will constitute valid, enforceable and binding obligations of the Company; (viii) ***Further documents and acts*** Execute all such deeds, documents, instruments and assurances and do all such acts and things as the Debenture Trustee may require for exercising the rights under the Transaction Documents and the Debentures, for the benefit of the Debenture Holders. (ix) ***Make the Relevant filings with the Registrar of Companies or SEBI*** Pursuant to the Act/ IBC and the relevant rules thereunder, the Company undertakes to make the necessary filings of the documents mandated therein including the Form PAS-3 for return of Allotment with the Registrar of Companies within the timelines stipulated under the Act/ IBC and the relevant rules thereunder. 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

SEBI, stock exchange and the ROC and obtain all consents and approvals required for the completion of the Issue.

The Company shall submit a quarterly compliance report on corporate governance in the format as specified by SEBI from time to time to the BSE, signed either by the compliance officer or the chief executive officer of the Company, within 21 (Twenty One) days from the end of each quarter, together with the details of all material transactions with related parties.

(x) ***Compliance with laws***

The Company shall comply with:

a. all laws, rules, regulations and guidelines (including the Act and regulations relating to antiterrorism, anti-money laundering, anti-corruption or anti-bribery) as applicable in respect to the Issue, and obtain such regulatory approvals as may be required from time to time, including but not limited, in relation to the Companies (Prospectus and Allotment of Securities) Rules, 2014 and the other notified rules under the Act, each as amended, modified or supplemented from time to time;

b. comply with all the applicable provisions as mentioned in the SEBI Debenture Trustee Regulations, NBFC Master Directions, the Act, and/or any other notification, circular, press release issued by the RBI, each as amended, modified or supplemented from time to time.

(xi) ***Financial Statements***

a. The Company shall submit to the Debenture Trustee (and to the Debenture Holder(s), if so requested), its duly audited annual accounts, within 90 (Ninety) days or such other lesser time as may be provided by the Applicable Law from the close of its accounting year.

b. The Company shall submit to the Debenture Trustee, the accounts of the Company and audited and unaudited financial statements of the Company for the said financial quarter, within 45 (Forty Five) from the end of every financial quarter.

(xii) ***Notify the Debenture Trustee***

The Company shall provide/ cause to be provided, to the Debenture Trustee, information in respect of the following (unless otherwise specified in the sub-clauses hereinbelow) from the occurrence of such event (unless otherwise specifically provided):

a. The Company shall inform the Debenture Trustee of any amalgamation, acquisition, demerger, merger or reconstruction scheme proposed by the Company, within 5 (Five) calendar days from the date of the Board meeting where the decision to undertake any

such amalgamation, acquisition, de-merger, merger or reconstruction scheme is approved;

b. The Company shall inform the Debenture Trustee of any proposed change in the nature or scope or the business or operations of the Company or the entering into any agreement or arrangement by any person, other than in the normal course of business, that may materially affect the assets and liabilities of the Company and/or materially affect the interest of the Debenture Holders, within 5 (Five) calendar days from the date of the Board meeting where the decision to undertake any such action is approved and prior to the date on which such action is proposed to be given effect;

c. The Company shall inform the Debenture Trustee of any change in composition of the Board, within 5 (Five) calendar days from the date of the Board meeting where the decision for change in composition of the Board is taken;

d. The Company shall inform the Debenture Trustee if it has notice of any application for winding up having been made or any statutory notice of winding up under the Act or the Insolvency and Bankruptcy Code, 2016 or the Banking Regulation Act, 1949 or any other notice under any other act relation to winding up or otherwise of any suit or other legal process intended to be filed or initiated against the Company and/affecting the title to the Company's properties or if a receiver is appointed of any of its properties or business or undertaking, within 5 (Five) calendar days from the date of receipt of such notice by the Company; and

e. The Company shall immediately inform the Debenture Trustee of any material legal proceeding pending, regulatory notices or judicial orders against the Company, or any litigation between the Company and/ or any other Persons and/or any governmental authority which may have an adverse impact.

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

a. The Company shall furnish to the Debenture Trustee, within 45 (Forty-Five) days from the end of every financial quarter (unless specified otherwise, in which case, reports shall be submitted according to the specified timeline) report to the Debenture Trustee (and to the Debenture Holders), containing the following particulars:

i. Updated list of the names and addresses of the Debenture Holder(s);

ii. The number and nature of grievances received from the Debenture Holder(s) and resolved by the Company, and those grievances not yet solved to the satisfaction of the Debenture Holder(s);

iii. Promptly and expeditiously attend to and redress the grievances, if any, of the Debenture

Holder(s). The Company further undertakes that it shall promptly comply with the suggestions and directions that may be given in this regard, from time to time, by the Debenture Trustee and shall advise the Debenture Trustee periodically of its compliance.

b. The Company shall provide / cause to be provided disclosures in respect of the following promptly:

i. a copy of annual report at the same time as it is issued;
ii. any revision in the rating assigned to the Debentures;
iii. any default in timely payment of interest or redemption amounts or both in respect of the Debentures; and
iv. all covenants of the issue (including side letters, accelerated payment clause, etc.).

c. The Company shall within 1 (One) Business Day after the end of every financial quarter, furnish report to the Debenture Trustee (and to the Debenture Holders), containing the details of the Coupon and principal payments to be made by the Issuer, but unpaid and reasons for the non-payment thereof.

d. The Company shall submit periodical status/ performance reports within 7 (Seven) days of the relevant Board or within 45 (Forty Five) days of the respective quarter whichever is earlier.

e. The Company shall provide to the Debenture Trustee, such information as it may require for any filings, statements, reports that the Debenture Trustee is required to provide to any Governmental Authority under Applicable Law.

(xiv) The Company shall submit to the Stock Exchange for dissemination, along with the quarterly/ annual financial results, a quarterly/annual communication, along with the Debenture Trustee's letter of noting of the following information:

a. debt equity ratio;
b. debt service coverage ratio;
c. interest service coverage ratio;
d. Outstanding redeemable preference shares (quantity and value);
e. Capital redemption reserve / Debenture redemption reserve; if applicable
f. Net worth;
g. Net profit after tax;
h. Earnings per share;
i. Current ratio;
j. Long term debt to working capital;
k. bad debts to Account receivable ratio;
l. current liability ratio;
m. total debts to total assets;
n. debtors turnover;

	o. inventory turnover; p. operating margin (%); and (q) net profit margin (%). Provided that if the information mentioned in herein above is not applicable to the Issuer, it shall disclose such other ratio/equivalent financial information, as may be required to be maintained under Applicable Laws, if any. (xv) The Company shall submit to the Debenture Trustee, a copy of all notices, resolutions and circulars relating to: a. new issue of non-convertible debt securities at the same time as they are sent to shareholders/ holders of non-convertible debt securities; b. the meetings of holders of non-convertible debt securities at the same time as they are sent to the holders of non-convertible debt securities or advertised in the media including those relating to proceedings of the meetings; (xvi) The Company shall submit to the Stock Exchange, along with the quarterly financial results, a statement indicating the utilisation of the issue proceeds of the Debentures, in such format as may be specified by SEBI, till such proceeds of issue have been fully utilised or the purpose for which the proceeds were raised has been achieved. (xvii) The Company shall submit to the Stock Exchange disclosures of related party transactions in the format as specified by SEBI from time to time, and publish the same on its website, provided further that, the Company shall make such disclosures every 6 (six months) on the date of publication of its standalone and consolidated financial results. (xviii) The Company shall submit a statement of assets and liabilities and statement of cash flows as at the end of every half year, by way of a note, along with the financial results. (xix) The Company shall furnish to the Debenture Trustee a certificate on a half-yearly basis from the statutory auditor (as required under applicable law) regarding compliance with the covenants set out in the General Information Document and the Key Information Document, along with the half-yearly financial results; (xx) The Company shall furnish to the Debenture Trustee such other information as required under SEBI NCS Regulations and/or SEBI NCS Master Circular and/or SEBI LODR Regulations and/or SEBI Debenture Trustee Regulations as amended from time to time, and under other Applicable Law and such other information, as required by the debenture trustee. (xxi) The Company shall furnish to the Debenture Trustee any other information as may be required by the Debenture Trustee within reasonable time.

(xxii) ***Notify the Debenture Trustee***

a. The Company shall, as soon as practicable, and in any event within 15 (Fifteen) calendar days upon the occurrence of the following event(s):

i. change in the Key Managerial Professionals of the Company;
ii. any change in equity shareholding in the Company;
iii. material changes in accounting policy;
iv. after the Company obtains knowledge thereof or reasonably should have obtained actual knowledge thereof, notice of the occurrence of any event or circumstance that could be expected to result in a Material Adverse Effect;
v. any prepayment or notice of any prepayment of any Financial Indebtedness of the Company;
vi. promptly in writing, of any event which constitutes an Event of Default, specifying the nature of such event and any steps the Company is taking and proposes to take to remedy the same;
vii. such other information, as may be required by the Debenture Trustee.

b. the Company shall promptly disclose to the Debenture Trustee any breach of representation, warranties or covenants as specified in this Transaction Documents.

c. the Company shall notify the Debenture Trustee in writing, of any notice of an application or petition for insolvency and/or for winding up having been made or receipt of any statutory notice of insolvency and/or winding up under the provisions of the Act, IBC or any other notice under any other law or otherwise of any suit or legal process intended to be filed against the Company by any person including the RBI.

d. the Company shall notify the Debenture Trustee in writing, if it becomes aware of any fact, matter or circumstance which would cause any of the representations and warranties under any of the Transaction Documents to become untrue or inaccurate or misleading in any material respect.

e. The Company shall promptly and expeditiously attend to and redress the grievances, if any, of the Debenture Holder(s). The Company further undertakes that it shall promptly comply with the suggestions and directions that may be given in this regard, from time to time, by the Debenture Trustee and shall advise the Debenture Trustee periodically of its compliance with this Clause. At the request of any Debenture Holder(s), the Debenture Trustee shall, by notice to the Company call upon the Company to take appropriate steps to redress such grievance and shall, if necessary, at the request of any Debenture Holder(s) representing not less than one-tenth in value of the

nominal amount of the Debentures for the time being outstanding, call a meeting of the Debenture Holder(s).

f. The Company shall immediately notify the Debenture Trustee in writing in the event of any material legal proceedings or governmental proceedings is initiated by or against the Company. In the event that any material legal proceedings or governmental proceedings are initiated against the Issuer or claims are made against the Issuer, which are not cured within the time period as permissible under law and in the opinion of the Debenture Trustee, may impair the Issuer ability to perform their respective obligations undertaken in terms of the Transaction Documents, if either the reliefs sought under the legal or governmental proceedings initiated against the Issuer or the claims made against the Issuer are granted.

(xxiii) ***Superior Borrowing***

In case the Company offers any financial covenant or superior covenant than as agreed herein, the same will be applicable to the present Issue.

(xxiv) ***Fraud and Money Laundering***

The Company shall ensure that it maintains internal control for the purpose of (i) preventing fraud of monies lent by the Company; and (ii) preventing its money being used for money laundering or any illegal purposes.

(xxv) ***Others***

The Company will procure and ensure that Principal Promoter will continue to maintain an executive role in the Company until the Final Settlement Date

(xxvi) ***Insurance***

The Company will appropriately insure its assets for risks and in amounts standard for companies in Company's business and location.

(b) **Negative Covenants**

Till the Final Settlement, the Issuer shall not undertake the following without the prior written consent of the Debenture Holders/Debenture Trustee (acting on the instructions of the Majority Debenture Holders). Provided that 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 negative covenant that the Issuer proposes to take and the Majority Debenture Holder(s) have not responded within a period of 15 (Fifteen) calendar days from the date of such written request being provided by the Issuer (upon a written one reminder being provided by the Issuer to all the Debenture Holder(s) after the expiry of 10 (Ten) calendar days from the date of such written request), the consent of the Majority Debenture Holder(s) shall then be deemed to be provided to

	the Issuer for undertaking such action and the Issuer shall then be permitted to undertake such action without obtaining any further consent from the Majority Debenture Holder(s)/Debenture Trustee (acting on the instructions of the Majority Debenture Holders): (i) Change the general nature of its business from that which is permitted as Non-Banking Financial Company by the RBI. (ii) Change in its Constitutional Documents in any material way or reduce its authorized capital in any way which would prejudicially affect the interests of the Debenture Holders. (iii) Any change in the capital structure (except increase in Authorised Share Capital) of the Issuer at any point of time during the tenor of the Debentures. (iv) Sale, disposal or transfer in any matter whatsoever of the equity shares held by the Promoter in the Company to anyone, nor will the Principal Promoter encumber (in any manner whatsoever) the equity shares held by the Promoter in the Company, subject to maintenance of Holding and Management Covenant provided In this Key Information Document. (v) Apply the proceeds of the issue of Debentures for any purpose other than that for which the Issue was made. (vi) Induct into its Board, a person whose name appears in the wilful defaulter's list of RBI (other than as a nominee director). In case such a person is already on the Board, the Company shall take expeditious and effective steps for resolution of the above. (vii) Change the equity shareholding of the Promoters in the Company which would result in the shareholding of the Promoters to fall below 75% (Seventy Five Percent). (viii) Change in the Financial Year end from 31st March unless such change is mandatorily required to be made for compliance with Applicable Law. (ix) Permit or procure the exit of the Principal Promoter from the Company or reduce its involvement from the management activities of the Company as is subsisting on the Effective Date. (x) Declare or pay any dividend or make any distributions on its share capital, unless: i. the proposed payment or distribution is out of net income of the current Financial Year (excluding any amount resulting from the revaluation of any of the Company's assets); ii. no Event of Default has occurred and is then continuing, or could occur or is reasonably likely to occur, as a result of such payment or declaration of any dividend or distribution and after giving effect to any such action; iii. the Company is in compliance with the financial covenants provided in Section 61 of this Key Information Document; and iv. pay or declare any dividend to its shareholders in any year, during the tenor of the Debentures, until the Issuer has paid

	or has made satisfactory provision for payment of the instalments of the Outstanding Principal Amounts and interests/coupon due on the Debentures; (xi) 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. (xii) 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 Net Worth. (xiii) 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) except in Ordinary Course of Business. (xiv) Enter into: i. any transaction with any person or enter into or continue business relations with its shareholders, employees, affiliate(s), holding company(ies), and/or subsidiary(ies) except on proper commercial terms negotiated on an arm's length basis; ii. any partnership, profit sharing, royalty agreement or other similar other arrangement whereby the Company's income or profits are, or might be, shared with any other person other than in the Ordinary Course of Business on an arms' length basis and in compliance with applicable law.; or iii. any management contract or similar arrangement whereby its business or operations are managed by any other person. (xv) Effect any change in the statutory auditors of the Company, other than as per mandatory requirement under Applicable Law. (xvi) Undertake any new business outside financial services or any diversification of its business outside financial services. (xvii) Appoint or continue to the appointment of any person as a director/ or a key managerial person of the Company who is classified as a wilful defaulter as a director and/or KMP. (xviii) Enter into any contractual obligation which may adversely affect the financials standing. (xix) Apply to the court for the winding up of the Company or agree to the winding up of the Company. (xx) Sell, transfer, or otherwise dispose of in any manner whatsoever any Assets of the Company, other than any securitization/ direct assignment transaction undertaken by the Company in the Ordinary Course of Business as per applicable RBI directions. 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 Company and the Company shall not be permitted to effect the same except after obtaining the prior written consent of the Debenture Trustee.

(xxi) Enter into compromise or arrangement or settlement with any of its creditors (secured and unsecured) that would prejudicially affect the interest of the Debenture Holders.

(xxii) Participate in any involuntary process under the IBC or Undertake/permit any voluntary process under the IBC.

(xxiii) repay (except by way of equity conversion) any unsecured borrowings from Promoters/ related parties/inter corporate deposits held by the Issuer shall not be in-case Payment Default for these Debentures is subsisting.

(xxiv) Restructuring of any borrowing arrangements or inclusion of co-lent loans.

(xxv) Pledge of shares by the Principal Promoters which may potentially change management control (if pledge is enforced).

(c) **Financial Covenants**

The Debenture Trustee shall be granted access to any additional information that it deems necessary to monitor and evaluate compliance with the below mentioned covenants. In case of breach of any of the below mentioned covenants, the Debenture Trustee shall have the right to redeem the Debentures by giving a prior written notice of 7 (seven) days. The covenants can be tested at any time till Final Settlement Date on a monthly frequency. The Company shall comply with each of the following financial covenants at all times until the redemption of all outstanding Debentures:

Until the Final Settlement Date, the Company shall ensure that:

(i) The maximum permissible ratio of Net NPA shall not be more than 2.5%.

(ii) Total Debt/ Tangible Net worth shall not be more than 7.0x up till March 31, 2027 and 6.5x thereafter or lower of Total Debt/Tangible Net worth as stipulated by any of its lender/Debentures.

(iii) Capital Adequacy Ratio of at-least 20.0% (twenty percent) or as per applicable RBI regulation, whichever is higher, of the above Capital Adequacy Ratio, Tier 1 Capital to remain at minimum of 17%.

(iv) There shall not be any negative mismatches on cumulative basis in any of the buckets till the next one year of ALM statement after incorporating all the liabilities of the Issuer incorporating put options/ reset options etc. (in any form). The asset will include all the unencumbered Cash and Cash equivalent maturing across all the buckets of the ALM as part of the opening asset balance. Unutilized bank lines, undisbursed committed sanctions of the company and cash

	credit limits shall not be taken into account while testing the same. (v) The Issuer shall ensure that no other capital market instrument shall have any additional comfort from the Promoters and if they have any comfort then the same shall be extended to the Debenture Holder(s). (vi) Maximum permissible Gross NPA to Gross Loan Portfolio shall not be more than 3.50%. (vii) PAR over 90 days + trailing 12 month write offs + investment in security receipts to Total Loan Portfolio shall not exceed 4.00%. (viii) Average monthly Collection efficiency for the quarter, i.e, overdue + current month collections against current month's demand (excluding arrears demand) to be maintained at minimum 95%. (ix) During the tenor of the Debentures, the Company shall ensure PAR over 30 days to Total Loan Portfolio shall not exceed 8.00%. (x) Net NPA to Tangible Net Worth shall not exceed 15%. (xi) The Company to maintain a minimum Tangible Net-worth of Rs. 400 Crores. (xii) Earnings: After-tax Net Income (excluding extraordinary income) to remain positive. The said covenant to be tested on a quarterly and on Annual basis. (xiii) Financial guarantee to any third party shall not exceed 1% of the Tangible Net Worth of the Issuer. Fixed deposits marked as lien in favour of the lender shall not be taken into account while testing the same. (xiv) Any Related Party exposure (excluding personal guarantee extended by Promoters/ key managerial personnels/ directors) shall not exceed 2% of the Tangible Net Worth of the Issuer. (xv) Issuer shall not prepay any loans or redeem Debentures; voluntarily or mandatorily before its stated maturity such that it leads to a negative mismatch on cumulative basis in any of the buckets of ALM statement up to the residual tenor of the Debentures after incorporating all the liabilities of the Issuer including put options/interest reset on liabilities. Unutilized bank lines, undisbursed committed sanctions of the company and cash credit limits shall not be taken into account while testing the same. (xvi) The Issuer to maintain minimum liquidity amount equivalent to next 2 month liabilities after including put options/interest reset on liabilities in the form of unencumbered cash and cash equivalents. At any point of time during the tenor of the Debentures, the Issuer shall not undertake any form of wholesale lending/investments, including but not limited to direct loans

to other NBFCs, fintechs or corporate entities except with the prior written consent of the Debenture Trustee (acting on the instructions of the Majority Debenture Holders).

The Debenture Trustee shall be granted access to any additional information that it deems necessary to monitor and evaluate compliance with the aforementioned Financial Covenants.

All covenants would be tested on quarterly basis i.e. as on 31st March, 30th June, 30th September, 31st December every year, on consolidated and standalone balance sheet till the redemption of the Debentures.

The Financial Covenants shall be certified by the statutory auditor of the Company within 60 (sixty) calendar days from the end of each financial quarter. The Debenture Trustee and the Investors shall be granted access to any additional information that it deems necessary to monitor and evaluate compliance with the aforementioned Financial Covenants.

In case of breach of any of the covenants, the Issuer shall pay additional coupon at the rate of 2% (Two Percent) per annum over and above the applicable Coupon Rate on all amounts outstanding under the DEBENTURES (including the Outstanding Principal Amounts and any accrued but unpaid interest) from the date of occurrence of such a breach, until the Debentures are fully redeemed or till the covenants criteria has been replenished

(d) Holding and Management Covenants

During the Tenor of the Debentures and till the Debentures are being duly redeemed in full, the Issuer to seek prior-written consent of the Debenture Trustee (acting on the instructions of the Majority Debenture Holders), in case of any change on the following:

(i) Reduction/change in Promoter shareholding (except change due to primary infusion of Share Capital or inter se transfer between promoters or change due to transfer of shares by the Promoters upto 5% of their existing shareholding as on the date of this Key Information Document) shall not be undertaken without prior written consent of the Debenture Trustee (acting on the instructions of the Majority Debenture Holders),

(ii) Pledge of shares by the Principal Promoters shall not be undertaken without prior written consent of the Debenture Trustee (acting on the instructions of the Majority Debenture Holders),

(iii) The Company shall ensure that there is no change in the equity shareholding of the Promoters in the Company if such change would result in the shareholding of the Promoters to fall below 75% and the Promoter shall retain Management Control in the Company.

(iv) The Issuer shall continue to have “Muthoot” in its name.

(e) Rating Covenants

The Issuer shall maintain the below mentioned covenants during the entire tenor of the Debentures and till all the amounts outstanding is being duly repaid:

(i) The Issuer shall ensure that there is no suspension of the credit rating of the Issuer and/ or the Debentures by any of the credit rating agency.
(ii) The Issuer shall ensure that it shall maintain the current credit rating/outlook of the Company/Instrument as on Deemed Date of Allotment from any credit rating agency.
(iii) The Issuer shall ensure that there is no assignment of new long-term credit rating below 'A+ ' from any credit rating agency.

(f) Optional Accelerated Redemption

Notwithstanding anything mentioned in the Transaction Documents, any Debenture Holder shall have the right but not an obligation to require the Issuer to redeem the Debentures along with accrued coupon/interest ("**Optional Accelerated Redemption**") upon the occurrence of any of the below mentioned events ("**Optional Accelerated Redemption Events**"):

(i) Breach of any of the covenants as mentioned under the Financial Covenants provided in Section 61 of this Key Information Document;
(ii) Breach of any of the covenants as mentioned under the Rating Covenants provided in Section 61 of this Key Information Document;
(iii) Breach of any of the covenants as mentioned under the Holding and Management Covenants provided in Section 61 of this Key Information Document;
(iv) Occurrence of Material Adverse Effect/ any results of any Annual Review conducted by the Debenture Holder not being to the satisfaction of the Debenture Holder; and
(v) Any legal or regulatory decision resulting in the debarment/ suspension/revocation of the NBFC license /business activities/ prohibition of further sanctions/disbursal/collection of loans of the Issuer.

The occurrence of any of the event specified above will be determined by the Debenture Holders solely and at its discretion.

The Debenture Holder(s) individually shall have the right to seek Optional Accelerated Redemption, in part or in full, on happening of any of the Optional Accelerated Redemption Events. Upon the exercise of the Optional Accelerated Redemption by the Debenture Holder(s), the Debenture Trustee shall issue a notice to the Issuer for redemption of all amounts outstanding (as per the notice) in relation to such Debentures (including any unpaid principal, accrued but unpaid coupon/interest, additional interest (if applicable)) as on the date of exercise of the Optional Accelerated Redemption ("**Optional Accelerated Redemption Date**").

The Issuer shall be required to make payment of the aggregate amounts outstanding in relation to such debentures, to the exercising Debenture Holder(s) including any Outstanding Principal Amount, accrued but unpaid coupon/interest, additional interest (if applicable) and

liquidated damages (if applicable) within 25 (Twenty Five) calendar days of the Optional Accelerated Redemption Date. Provided that if the Issuer fails to redeem the Debentures and pay Outstanding Amounts to such Debenture Holder(s) within the specified time period, the Issuer shall pay additional coupon as stipulated herein

The issue of notice for exercising the Optional Acceleration Redemption by the Debenture Holder(s) shall not be dependent upon the consent of the Majority Debenture Holders.

No prepayment penalty or prepayment premium will be applicable to any redemption in accordance with this Clause.

(g) Reporting Covenant

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

Monthly Reporting

(i) As soon as available and in any event within 25 (twenty-five) calendar days after the end of each calendar month, the statement of asset liability management in form and substance satisfactory to the Debenture Trustee and the Debenture Holders;
(ii) The Issuer shall provide the monthly financial statements to the Debenture Trustee and Debenture Holders as and when requested by them;

Quarterly Reporting

As soon as available and in any event within 60 (sixty) calendar days after the end of each calendar quarter, the quarterly reporting required and in form and substance satisfactory to the Debenture Trustee and the Debenture Holders. Such reporting will include information detailing:

(i) details of a) operational or financial information, b) portfolio cuts, c) disbursements d) dpd statement, e) changes in Board and management and f) changes in shareholding pattern on a quarterly basis in the format as specified by the Debenture Trustee;
(ii) financials, financial statements, operations, portfolio growth and asset quality (including static portfolio cuts, collection efficiency and portfolio at risk data), funding in formats acceptable to the Debenture Holders;
(iii) the shareholding pattern and composition of the Board;
(iv) if applicable, the financial and other returns filed by the Company with the RBI (including without limitation, the form NBS 7 filed with the RBI);
(v) a certified compliance certificate from the management of the Company regarding the financial covenants set forth in this Key Information Document in form and substance reasonably satisfactory to the Debenture Trustee and the Debenture Holders;
(vi) details of transactions with related parties and balances outstanding in the format as per the Act;
(vii) the static pool analysis and vintage curve data of the portfolio and Gross Loan Portfolio in the format as specified by the Debenture Trustee. On a quarterly basis beginning from the end of the current

	financial quarter, the Issuer shall provide an updated version of the static pool analysis and vintage curve data of the portfolio and Gross Loan Portfolio in the format prescribed by the Debenture Trustee; (viii) information on structural liquidity of the Company as per the format prescribed by the RBI, and as and when required by the Debenture Trustee; (ix) Promptly provide the list of top 20 (twenty) borrowers at the end of each relevant quarter of the Financial Year; and (x) To provide information on facilities sanctioned to the Issuer including such sanction letters from other lenders of every relevant quarter of the Financial Year; (xi) The Company shall furnish quarterly report to the Debenture Trustee containing the following particulars: a. Updated list of the names and addresses of the Debenture Holders; b. Details of the Coupon due, but unpaid and reasons thereof; and c. The number and nature of grievances received from the Debenture Holders and (A) resolved by the Company (B) unresolved by the Company and the reasons for the same. **Information on:** (i) any new product being introduced, including a loan product or any other financial product or change in existing product features or any new business correspondent relationship is established or discontinuance of existing relationship; (ii) any geographical expansion of operations into any new district, city or state; (iii) if the Company is proposing to expand to any location other than those specifically mentioned in the business plan submitted to the Debenture Trustee and/or the Debenture Holders; (iv) if the Company makes any material changes to the information system or loan management software or management information systems, in terms of upgrade or installing a new software, other than those specifically mentioned in the business plan submitted to the Debenture Trustee and/or the Debenture Holders; (v) if the Company conducts a credit check using any other credit bureau apart from the credit bureaus currently being used by the Company; (vi) any revisions in the business plan submitted to the Debenture Trustee and/or the Debenture Holders; (vii) any changes in the accounting policy of the Company from that followed as on the Deemed Date of Allotment; (viii) if there is any fraud, amounting to more than 5% (five percent) of Gross Loan Portfolio; and (ix) such other operational or financial information, as may be required by the Debenture Trustee or the Debenture Holders. **Annual Report** As soon as available, and in any event within 120 (one hundred and twenty) calendar days after the end of each Financial Year of the Company, the annual reporting required and in form and substance satisfactory to the Debenture Trustee and the Debenture Holders. Such reporting will include information detailing: (i) certified copies of its audited consolidated and non-consolidated (if any) financial statements for its most recently completed fiscal year, prepared in accordance with IND-AS including its balance sheet, income statement and statement of cash flow. All such information shall be complete and correct in all material respects and fairly represents the financial condition, results of operation and changes in cash flow of the Company as of the date thereof;

	(ii) a certificate of the Chief Financial Officer or a Director of the Company confirming that his or her review has not disclosed the existence of any potential Event of Default or Event of Default; (iii) all annual information submitted to the RBI including but not limited to the structural liquidity statement, capital to risk (weighted) assets ratio, qualifying asset certificate, unhedged foreign currency certificate; and the corporate social responsibility report confirming adherence by the Company to its corporate social responsibility policy (if applicable). **Event Based Reporting** (i) As soon as available and in any event within 5 (five) Business Days of the occurrence of such event, the details of any change in the shareholding structure by more than 5% (five percent) in the Company, in form and substance satisfactory to the Debenture Trustee and the Debenture Holders; (ii) As soon as available and in any event within 5 (five) Business Days of the occurrence of such event, the details of any change in the Board and other senior management officials like Chief Executive Officer or equivalent or change of the statutory auditor of the Company; (iii) As soon as available and in any event within 5 (Five) Business Days after receiving approval by the Board, the annual business plan of the Company including a detailed investment budget and forecast accounts for the following Financial Year and financial projections for at least the next 5 (five) years; (iv) The Company shall provide/cause to be provided information to the Debenture Trustee (and to the Debenture Holders, if so requested) as soon as practicable, and in any event within 5 (five) Business Days from the occurrence of such event: a. the Company obtains or reasonably should have obtained actual knowledge thereof, notice of the occurrence of any event or circumstance that could reasonably be expected to result in a Material Adverse Effect; b. the Company obtains or reasonably should have obtained actual knowledge thereof, notice of any dispute, litigation, investigation or other proceeding affecting the Company or its property or operations, which, if adversely determined, could result in a Material Adverse Effect; c. the Company obtains actual knowledge thereof, notice of the occurrence of any Event of Default or potential Event of Default, specifying the nature of such event and any steps the Company is taking and proposes to take to remedy the same; d. any changes in the accounting policy of the Company from that followed as on the Deemed Date of Allotment; e. the details of any fraud amounting to more than 1% (one percent) of the Gross Loan Portfolio; f. if the Company conducts a credit check using any other credit bureau apart from the credit bureaus currently being used by the Company; g. the Company alters its Constitutional Documents except for the Memorandum and Articles as set out herein; h. any notice of any application for winding up having been made or receipt of any statutory notice of winding up under the provisions of the Act or any other notice under any other law or otherwise of any suit or legal process intended to be filed and affecting the title to the property of the Company; i. Any Event of Default or potential Event of Default, and any steps taken/ proposed by the Issuer to remedy the same; and j. the Company obtains or reasonably should have obtained actual

	knowledge thereof, of any material event adversely impacting its business. **(h) Miscellaneous** (i) To provide a written notice upon any event which is a material event adversely impacting the business of the Issuer (ii) At any event of occurrence of an Event of Default or likely an occurrence of an Event of Default, the Issuer shall provide a written notice. (iii) A scanned certified certificate from an statutory auditor in relation to the utilization of the proceeds in accordance with Transaction Documents, within 90 (ninety) days of the Deemed Date of Allotment of the Debentures.
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 covers, revaluation, replacement of security, interest of the debenture holder over and above the coupon rate as specified in the DTD and disclosed in the Offer Document/ Placement Memorandum	Not Applicable. The Debentures are unsecured.
Transaction Documents	Shall mean the documents executed in relation to the issuance of the Debentures and shall include inter alia the General Information Document, this Key Information Document, the Debenture Trustee Agreement, the DTD and any and all documents / understandings / agreements in relation to the Debentures and any other document that may be designated by the Debenture Trustee and/or the Debenture Holder(s) as a Transaction Document.
Conditions Precedent to Pay-In	On or prior to the payment of subscription monies by the Debenture Holder(s) proposing to subscribe to the Debentures: (a) The Company shall have submitted to the Debenture Trustee, a certified true copy of the constitutional documents of the Company (being the Memorandum of Association and Articles of Association) and the Certificate of Incorporation; (b) The Company shall have submitted to the Debenture Trustee and the Debenture Holders: (i) a certified true copy of the resolution of the shareholders of the Company under section 42 of the Act and section 180(1)(c) of the Act; and (ii) a certified true copy of the resolution of the Board and resolution of the Stock Allotment Committee authorizing the issue and Allotment of Debentures as also execution, delivery and performance of the Transaction Documents in that behalf. (c) The Company shall file copies of the resolutions of the shareholders of the Company under section 42 of the Act and the resolution of the Board along with resolution passed by Stock Allotment Committee with the Registrar of Companies. (d) Execution, delivery and stamping by the Company of the Debenture Trustee Agreement and the DTD, in a form and manner satisfactory to

	the Debenture Trustee shall have taken place; (e) The Company shall have obtained and submitted to the Debenture Trustee, the rating letter, press release and rating rationale from the Rating Agency in relation to the Debentures; (f) The Company shall have obtained the consent from the Debenture Trustee to act as the debenture trustee in relation to the Debentures; (g) The Company shall have obtained the consent from the registrar and transfer agent to act as the registrar and transfer agent for the issue of Debentures; (h) The Company shall have submitted to the Debenture Trustee, its audited account statements for the most recent Financial Year or financial half-year; (i) The Company shall provide such other information, documents, certificates, opinions and instruments as the Debenture Holders may reasonably request; (j) The Company shall have submitted to the Debenture Trustee, the certified true copy of Tripartite Agreement executed between the Registrar, NSDL and the Issuer; and Tripartite Agreement executed between the Registrar, CDSL and the Issuer; (k) The Company shall have obtained the in-principle approval from Stock Exchange; (l) The Company shall have obtained the consent from the SKI Capital Services Limited to act as the merchant banker for the issue of Debentures; (m) The Company shall have obtained the confirmation of creation of ISIN; (n) The Company shall have obtained a certificate from the Company Secretary certifying that the total borrowing, including the current Issue is within the borrowing limit as approved by the shareholders' of the Issuer under Section 180 (1)(c) of the Companies Act; (o) The Company shall have obtained a certificate from the Issuer (signed by the company secretary) confirming that: (i) There has been no change to any of the documents, confirmations, certificates resolutions and information delivered by it or in relation to it under Conditions Precedent to Debentures of the DTD since the date of delivery; (ii) Each of the documents, confirmations, certificates, resolutions and information delivered by it or in relation to it under Conditions Precedent to Debentures of the DTD, continues to be in full force and effect; (iii) There are no restrictions on the borrowing powers of the Issuer as per its constitutional documents and corporate authorizations and it is authorized to raise funds by way of issue of unsecured Debentures in accordance with the provisions and guidelines of the RBI and under the Companies Act; (iv) Each copy document relating to it specified under Conditions Precedent to Debentures of the DTD is correct, complete and in full force and effect as at a date no earlier than the date of the DTD; (v) No Default has occurred or is continuing or would result from the issuance and Allotment of Debentures under the proposed Issue; (vi) The representations and warranties set out in the DTD and in each other Transaction Document are true; (vii) No application has been made against the Issuer before an adjudicating authority under the IBC; (viii) No event of default has got occurred in the past during the entire operating history of the Issuer towards any of its debt obligations; (ix) No execution or other legal process issued on a judgment, decree or order of any court in favour of a creditor of the Issuer remains

	unsatisfied in whole or in part, except as disclosed to the Debenture Holders; (x) No action has been taken or is pending (including the filing of documents with any court), no other steps have been taken by any Person and no legal proceedings have been commenced or are threatened or are pending for: a. The winding up, liquidation, dissolution, administration or reorganisation of the Issuer; b. The Issuer to enter into any composition or arrangement with its creditors generally; c. The appointment of a receiver, administrator, administrative receiver, trustee or similar officer in respect of the Issuer or any of its property, undertaking or assets; and d. No event equivalent to any of the foregoing has occurred in or under the laws of India. (x) The Issuer is in compliance in all respects with its obligations under the Transaction Documents and all other agreements to which it is a party, and the entry in to and the performance by the Issuer of its obligations under the Transaction Documents to which it is party will not be in breach of any Applicable Law or any agreement to which it is a party; (xi) All taxes, statutory dues, including without limitation, statutory dues under the Employees Provident Fund and Miscellaneous Provisions Act, 1952 have been duly paid by the Issuer to the satisfaction of the Debenture Trustee; (xii) That there is no Material Adverse Effect; (xiii) The Issuer has submitted all documents requested for by the Debenture Holders, for compliance with know your client and other internal requirements of the Debenture Holders; and (xiv) The Company shall have obtained custody confirmation and condition precedent confirmation letter from the Debenture Trustee.
Conditions Subsequent to the Deemed Date of Allotment	The Company shall comply with the following conditions subsequent within the timelines stipulated herein below: (a) The Company shall submit to the Debenture Trustee the certified true copy of the resolution of the Board/committee of directors for Allotment of Debentures; (b) The Company shall ensure credit of dematerialised account(s) of the Allottee(s) of the Debentures with the number of Debentures Allotted by the Deemed Date of Allotment; (c) The Issuer shall ensure listing of Debentures on the BSE within 3 (Three) Business Days from the Issue Closing Date; (d) On or prior to the utilisation of the subscription monies by the Company in respect of the Debentures and in any case, within 15 (Fifteen) days from the Deemed Date of Allotment, the Company shall file of a return of Allotment on the issue of the Debentures in Form PAS-3 specified pursuant to Rule 12 and 14 of the Companies (Prospectus and Allotment of Securities) Rules, 2014, along with the list of debenture holders and the requisite fee with the Registrar of Companies; (e) Execution of any other documents as customary for transaction of a similar nature and size; (f) Certificate of Company statutory auditor or an independent chartered accountant in relation to end use of the proceeds from the Issue along with supporting documents to be provided by the Issuer to the Debenture Trustee, within 60 (Sixty) calendar days from Deemed Date of Allotment; (g) The Company shall obtain a condition subsequent completion letter from the Debenture Trustee; and

	(h) Perform all activities, whether required under Applicable Laws or otherwise as mentioned in the Transaction Documents from time to time.
Events of Default	If any of the events specified below, happen(s) the same shall constitute an "Event of Default": (a) If the Company fails to promptly pay any amount now or hereafter owing to the Debenture Holders as and when the same shall become due and payable as per the terms of the Transaction Documents; (b) In the event of any payment default by the Company with respect to any of its Financial Indebtedness to other lenders; (c) If the Issuer fails to duly observe or perform any obligation under the Transaction Documents; (d) If the Company does not pay on the Due Date any amount payable pursuant to the Debenture Trustee Deed and the Debentures (including but not limited to coupon, penal interest, charges or any other charges or fees in connection to the issuance/ Transaction documents), which are not remedied within a period of 3 (three) calendar days of its due date; (e) If the Issuer fails to duly observe or perform any obligation under the Transaction Documents, which are not remedied within a period of 30 (Thirty) days from the date of such failure; (f) A breach of any of the key covenants, which are not remedied within a period of 30 (Thirty) days from the date of such breach; (g) The Company entering into any material arrangement or composition with its creditors or committing any act of insolvency, or any act the consequences of which may lead to its insolvency or winding up; (h) When an order of execution or distress or other process being enforced or levied upon or against the whole or any part of the Company's property, whether secured to any creditor or not; (i) Any order being made or a resolution being passed for the winding up of the Issuer (except for the purpose of amalgamation or reconstruction with the prior approval of the Debenture Holders); (j) Revocation of business and operating license of the Issuer (k) Moneys, if held, in trust by the Issuer for the benefit under the DTD are jeopardized for any reason whatsoever and the Issuer does not immediately make good the loss of such monies (l) Any material act of fraud, embezzlement, misstatement, misappropriation or siphoning off of the Issuer / Promoter funds or revenues or any other act having a similar effect being committed by the management or an officer of the Issuer (m) A receiver being appointed in respect of the whole or any part of the Company's property; (n) The Company being adjudicated insolvent or taking advantage of any law for the relief of insolvent debtors; (o) The Company ceasing or threatening to cease to carry on its business or giving or threatening to give notice of an intention to do so; (p) The passing of any order of a court ordering, restraining or otherwise preventing the Issuer from conducting all or any material part of its business;

	(q) The cessation of business by or the dissolution, winding-up, insolvency or liquidation of the Issuer; (r) Misrepresentation or misleading information in any of the Transaction Documents; (s) Failure to meet standards in Discretionary Audit conducted by the Debenture Trustee; (t) In the event that any material legal proceedings or governmental proceedings are initiated against the Company or claims are made against the Company, and the reliefs sought under such legal or governmental proceedings or the claims made against the Company are granted, which are not cured within the time period permissible under the Applicable Law and in the opinion of the Debenture Trustee, may impair the Issuer's ability to perform its obligations undertaken in terms of the Transaction Documents; and (u) On happening of any Material Adverse Effect - the consequences of occurrence of an Event of Default will be prescribed in the DTD. (v) Cross Default: (i) Any Financial Indebtedness of the Company or any of its associate or subsidiary or group/ Promoter held company is not paid when due nor within any originally applicable grace period; (ii) Any Financial Indebtedness of the Company or any of its associate or subsidiary or group/ Promoter held company is declared to be or otherwise becomes due and payable prior to its specified maturity as a result of any actual/potential event of default or any other similar event (however described); (iii) Any commitment for any Financial Indebtedness of the Company or any of its associate or subsidiary or group/ Promoter held company is cancelled or suspended by a creditor of the Company as a result of an event of default or any other similar event (however described); (iv) Any creditor of the Company or any of its associate or subsidiary or group / Promoter held company becomes entitled to declare any indebtedness of the Company due and payable prior to its specified maturity as a result of an event of default (however described); (v) A moratorium/suspension is declared in respect of any Financial indebtedness of the Company; and (vi) On occurrence of any Material Adverse Effect.
Consequences of Events of Default	Upon the occurrence of any of the Event of Default as mentioned above, the Debenture Trustee shall if so directed by Majority Debenture Holder(s) or in case of a Payment Default on the instructions of any Debenture Holder: declare that all or part of the obligations be immediately due and payable, whereupon they shall become immediately due and payable; (a) If one or more events specified in Event of Default clause (as mentioned hereinabove) occurs, the Debenture Trustee may, in its discretion, and, upon request, in writing of the Majority Debenture Holders initiate the following course of action: (b) subject to Applicable Law, require the Company to mandatorily redeem the Debentures and repay the principal amount on the Debentures, along with accrued but unpaid interest, and other costs, charges and expenses incurred under or in connection with the Transaction Documents; (c) subject to Applicable Law, declare all or any part of the Debentures to

	be immediately (or on such dates as the Debenture Trustee may specify) due and payable, whereupon it shall become so due and payable; (d) exercise such other rights as the Debenture Trustee may deem fit under Applicable Law to protect the interest of the Debenture Holders. (e) Subject to Applicable law, to accelerate the redemption of the Debentures; and/or; (f) Exercise any other right that the Debenture Trustee and / or Debenture Holder(s) may have under the Transaction Documents or under Applicable Laws. (g) provide a default interest of 2% (two percent) over and above the Interest Rate on of each respective Debentures under or in connection with the DTD and other Transaction Documents (h) The Debenture Trustee after obtaining consent of Debenture Holder(s) for enforcement shall inform the designated stock exchange seeking release of the Recovery Expense Fund. The Debenture Trustee shall follow the procedure set out by Issuers of listed or proposed to be listed debt securities towards creation of "Recovery Expense Fund" issued by SEBI, as amended from time to time for utilization of the Recovery Expense Fund and be obligated to keep proper account of all expenses, costs including but not limited to legal expenses, hosting of meetings etc., incurred out of the Recovery Expense Fund towards enforcement of Security. All expenses over and above those met from the Recovery Expense Fund incurred by the Beneficial Owners(s)/Debenture Trustee after an Event of Default has occurred Such other remedies as mentioned in the Transaction Documents
Creation of recovery expense fund	The Issuer shall create a recovery expense fund in accordance with the SEBI Debenture Trustees Regulations read with the Recovery Expense Fund Circular and inform the Debenture Trustee of the same. The recovery expense fund shall be utilised in such manner and for such purposes as is more particularly provided under the said Regulations and Applicable Law.
Representations and Warranties	The Company makes the representations and warranties set out in this Clause to the Debenture Trustee for the benefit of the Debenture Holders on the date of the DTD and during the term of the Debentures. (a) Status (i) It is a company, duly incorporated, registered and validly existing under the Laws of India; (ii) It is registered as a non-banking financial company with the RBI; and (iii) It and each of its subsidiaries (as defined under the Act) has the power to own their respective Assets and carry on their respective business as it is being conducted. (b) Binding obligations The obligations expressed to be assumed by it under the Transaction Documents are legal, valid, binding and enforceable obligations. (c) Non-conflict with other obligations The entry into and performance by it of, the transactions contemplated by the Transaction Documents do not and will not conflict: (i) any Law or regulation applicable to it; (ii) its Constitutional Documents; and (iii) any agreement or instrument binding upon it or any of its Assets.

(d) Power and authority

It has the power to issue the Debentures and to enter into, perform and deliver and has taken all necessary authorisations its entry into, performance and delivery of, the Transaction Documents to which it is a party and the transactions contemplated by those Transaction Documents.

(e) Validity and admissibility in evidence

All approvals, authorizations, consents, permits (third party, statutory or otherwise) required or desirable:

(i) to enable it lawfully to enter into, exercise its rights and comply with its obligations in the Transaction Documents to which it is a party;
(ii) to make the Transaction Documents to which it is a party admissible in evidence in its jurisdiction of incorporation; and
(iii) for it to carry on its business, and which are material, have been obtained or effected and are in full force and effect.

(f) No default

No Event of Default or potential Event of Default has occurred and is continuing or would reasonably be expected to result from the execution or performance of any Transaction Documents or the issuance of the Debentures. No other event or circumstance is outstanding which constitutes (or which would, with the lapse of time, the giving of notice, the making of any determination under the relevant document or any combination of the foregoing, constitute) a default or termination event (however described) under any other agreement or instrument which is binding on the Company or any of its Assets or which might have a Material Adverse Effect.

(g) Pari passu ranking

The Company's payment obligations under the Transaction Documents and the claims of the investors in the Debentures shall rank: (i) at least pari passu with the claims of all of its other subordinated creditors of the Company which qualify as Tier II capital of the Company under the Applicable Laws; (ii) subordinated to the claims of all of the Company's other senior creditors; and (iii) superior to the claims of other investors in the equity shares, preference shares, quasi-equity instruments and perpetual debt instruments of the Company.

(h) No proceedings pending

Except as disclosed by the Company in its Disclosure Document(s), annual reports and financial statements, no litigation, arbitration or administrative proceedings of or before any court, arbitral body or agency which have been started or threatened against the Company, where such proceedings could result in or cause a Material Adverse Effect.

(i) No misleading information

(i) All information provided by the Company to the Debenture Trustee/Debenture Holders for the purposes of this Issue is true and accurate in all material respects as at the date it was

provided or as at the date (if any) at which it is stated.

(ii) It has disclosed all information in the Disclosure Document(s) that is relevant for the Applicants to apply for subscription of the Debentures.

(j) No Material Adverse Effect

(i) There has not been and there is no investigation or enquiry by, or order, decree, decision or judgment of, any Governmental Authority been issued or outstanding or to the best of the Company's knowledge (after making due and careful enquiry), anticipated against the Company which would have a Material Adverse Effect on the Company, nor has any notice or other communication (official or otherwise) from any Governmental Authority been issued or outstanding or to the best of the Company's knowledge (after making due and careful enquiry), anticipated with respect to an alleged, actual or potential violation and/or failure to comply with any such applicable Law or requiring them to take or omit any action.

(ii) Neither the Company nor any Group Entity has violated, or breached any applicable Law (including, but not limited to, any Environmental and Social Requirements) which has resulted in or could reasonably be expected to have a Material Adverse Effect.

(k) Assets

Except for the security interests and encumbrances created and recorded with the ROC updated from time to time, the Company has, free from any security interest or encumbrance, the absolute legal and beneficial title to, or valid leases or licenses of, or is otherwise entitled to use (in each case, where relevant, on arm's length terms), all Assets necessary for the conduct of its business as it is being, and is proposed to be, conducted.

(l) Financial statements

(i) Its financial statements most recently supplied to the Debenture Trustee were prepared in accordance with IND-AS consistently applied save to the extent expressly disclosed in such financial statements.

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

(iii) It has disclosed all its borrowings from various banks and financial institutions in the Disclosure Document(s).

(m) Solvency

(i) The Company is able to, and has not admitted its inability to, pay its debts as they mature and has not suspended making payment on any of its debts and it has not been deemed by a court to be unable to pay its debts for the purposes of applicable Law, nor will it become unable to pay its debts for the purposes of applicable Law as a consequence of entering into the DTD or any other Transaction Document.

(ii) The Company, by reason of actual or anticipated financial difficulties, has not commenced, and does not intend to commence, negotiations with one or more of its creditors with a view to rescheduling its Indebtedness.

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

(iv) The Company has not taken any corporate action nor has it taken any legal proceedings or other procedure or steps in relation to any bankruptcy proceedings.

(v) No insolvency or bankruptcy process has commenced under the (Indian) Insolvency and Bankruptcy Code, 2016 in respect of the Company.

(vi) No reference, enquiry or proceedings under corporate debt restructuring (CDR) mechanism or the strategic debt restructuring (SDR) mechanism of the RBI, and no steps have been taken by any lender in respect of any member of the Group, under the 'Scheme for Sustainable Structuring of Stressed Assets (S4A) issued by the RBI.

(n) No immunity

The Company is not entitled to any immunity or privilege (sovereign or otherwise) from any set-off, judgment, execution, attachment or other legal process.

(o) Legal and Beneficial Ownership

Except for the security interests and encumbrances created and recorded with the Ministry of Corporate Affairs (available using CIN/FCRN/LLPIN/FLLPIN of the Company on the website http://www.mca.gov.in/MCA21/index.html under the heading "Index of Charges"), the Company has, free from any security interest or encumbrance, the absolute legal and beneficial title to, or valid leases or licenses of, or is otherwise entitled to use (in each case, where relevant, on arm's length terms), all material assets necessary for the conduct of its business as it is being, and is proposed to be, conducted.

(p) Compliance with Laws

(i) The Company and its Group Entities have conducted and are conducting their respective businesses in all material respects in compliance with all Applicable Laws including but not limited to Environmental and Social Requirements.

(ii) With respect to all such Environmental and Social Requirements, the Company and each Group Entity (1) have been issued and will maintain all required consents and will take all reasonable steps in anticipation of known or expected future changes or obligations to the same, (2) have not received any complaint, order, directive, claim, citation, or notice by any Governmental Authority, and (3) have not received any complaint or claim from any person seeking damages, contribution, indemnification, cost recovery, compensation, or injunctive relief.

(iii) The Company shall complete all necessary formalities including all filings with the relevant regulatory authorities, including but not limited to SEBI, the BSE and the ROC (if

applicable) and obtain all consents and approvals required for the completion of the Issue.

(q) Anti-terrorism laws

The Company and its affiliates are in compliance in all respects with all Antiterrorism Laws, and are adhering to all regulatory requirements pertaining to Anti-Terrorism /and Anti-Money Laundering.

(r) No Corrupt Practices

(i) Neither the Company nor its Promoters or affiliates have indulged in any corrupt practices pertaining to the business such as misstatement, fraud, misappropriation, embezzlement of financial and other resources or gains unreported in the audited financial statements.

(ii) Neither the Company nor any Group Entity through its officers, directors or employees in such capacities or any person acting on behalf of the Company or any Group Entity have engaged in any Objectionable Practice.

(s) Taxation

(i) The Company has duly and punctually paid and discharged all Taxes imposed upon it or its assets within the time period allowed without incurring penalties save to the extent that (A) payment is being contested in good faith, (B) the Company has maintained adequate reserves for those Taxes, and (C) payment can be lawfully withheld;

(ii) The Company is not overdue in the filing of any Tax returns; and

(iii) No claims exceeding Tax Claims Amount are being or are reasonably likely to be asserted against the Company with respect to Taxes, where such claims could result in or cause a Material Adverse Effect.

(t) Disclosures in Disclosure Document(s)

The extent of disclosures made in the Disclosure Document(s) is consistent with disclosures permitted by Government Authorities in relation to the issue of securities made by the Company prior to the issue of the Debentures.

(u) Audit

The Company annual accounts are audited by an auditor from a reputable firm of independent chartered accountants.

(v) Good Business Standard

The Company in its business transactions with its shareholders, partners, managers, staff, affiliates or affiliates of such entities or persons keeps within normal, good and acceptable business standards, including transactions being on arm's length.

(w) Proper book-keeping and accounting

	The Company has a proper, efficient and effective book-keeping and accounting system in place as well as adequate professional staff, including maintaining of accounts showing the loan drawings, payments, interest etc. (x) Employees The Company is in compliance with all obligations under the applicable labour laws and other Applicable Laws in relation to its employees. (y) Compliance with the applicable regulations and circulars of RBI and SEBI and the relevant provisions of the Act. The Debentures are being issued in compliance with the applicable regulations of the RBI/SEBI and the relevant provisions of the Act as applicable. Any provision in the Deed which is not in compliance with regulations of the RBI/SEBI and the relevant provisions of the Act can be amended by the Company and the Debenture Trustee by executing an amendment to the Deed and the Debenture Holders shall have no right to raise any objection thereto.
Provisions related to Cross Default Clause	1. Any Financial Indebtedness of the Issuer or any of its associate or subsidiary or Group/ Promoter held company is not paid when due nor within any originally applicable grace period; 2. Any Financial Indebtedness of the Issuer or any of its associate or subsidiary or Group/ Promoter held company is declared to be or otherwise becomes due and payable prior to its specified maturity as a result of any actual/potential event of default or any other similar event (however described); 3. Any commitment for any Financial Indebtedness of the Issuer or any of its associate or subsidiary or Group/ Promoter held company is cancelled or suspended by a creditor of the Issuer as a result of an event of default or any other similar event (however described); 4. Any creditor of the Issuer or any of its associate or subsidiary or Group / Promoter held company becomes entitled to declare any indebtedness of the Issuer due and payable prior to its specified maturity as a result of an event of default (however described); and 5. A moratorium/suspension is declared in respect of any Financial indebtedness of the Issuer
Role and Responsibilities of Debenture Trustee	**Role of the Debenture Trustee** The Debenture Trustee has been appointed for the purposes set out hereinbelow and the Debenture Trustee is authorised to and hereby agrees, that it shall, for the benefit of the Debenture Holders: (a) perform all such acts, deeds and things which the Debenture Trustee may, from time to time, deem necessary or appropriate for or incidental to the management and administration of the rights from time to time vested in it as the Debenture Trustee, under, pursuant to or in connection with the Transaction Documents, all in accordance with the terms and conditions of the DTD and the other Transaction Documents;

(b) execute and deliver such Transaction Documents as are required to be executed by the Debenture Trustee, to keep in its custody documents, deeds and writings in relation to the Debentures;

(c) enforce the rights constituted by the Transaction Documents and to perform all such acts, deeds and things which the Debenture Trustee may, from time to time, deem necessary or appropriate for or incidental to such enforcement of the rights constituted by the Transaction Documents, all in accordance with the terms and conditions of the Debenture Deed and the other Transaction Documents;

(d) take whatever action or exercise any rights or remedies that shall be required to be taken or executed by the Debenture Trustee by the terms and provisions of the DTD and/ or the other Transaction Documents and exercise its rights and perform its duties and obligations under each of the said documents;

(e) subject to the terms and provisions of the DTD and the other Transaction Documents, take such other action in connection with the foregoing as the Debenture Holders may, from time to time, direct;

(f) keep in its custody and hold all the original Transaction Documents for the benefit of the Debenture Holders.

Duties of the Debenture Trustee

In performing its obligations in relation to the Debentures:

(a) The Debenture Trustee shall, subject to these presents, perform its duties and obligations, and exercise its rights and discretions, in keeping with the trust reposed in the Debenture Trustee by the Debenture Holders, and shall further conduct itself, and comply with the provisions of the Indian Trusts Act, 1882 and all other Applicable Law.

(b) The Debenture Trustee shall carry out all its obligations, duties and functions as the debenture trustee in accordance with the terms set out in the Transaction Documents and where the same is silent or contrary to any other provision of the Transaction Documents, on the instructions of the Debenture Holders. It is hereby clarified that the Debenture Trustee shall, unless otherwise provided for in the Transaction Documents, seek written instructions from the Debenture Holders and only upon receipt of the relevant written instructions from the Debenture Holders, shall the Debenture Trustee exercise such rights and perform such duties and obligations referred to in the Transaction Documents. Notwithstanding such requirement for instructions in writing, the Debenture Trustee shall never take any action inconsistent with the best interests of the Debenture Holders.

(c) The Debenture Trustee shall provide to the Debenture Holders the details of all information (as well all documents / certificates / reports) provided by the Company to the Debenture Trustee in relation to the Issue or pursuant to the terms of the Transaction Documents.

(d) The Debenture Trustee shall provide the Debenture Holders with

	information relating to any cure periods (if any) being availed by the Company under the Transaction Documents and any steps the Company is taking / proposes to take to remedy the default. (e) In the event the Debenture Trustee shall have knowledge of the occurrence or continuance of any Event of Default, the Debenture Trustee shall give prompt telephonic notice followed by prompt written notice by facsimile, or email or by courier thereof to the Debenture Holders. (f) The Debenture Trustee shall not do any act, deed or thing which is prejudicial or detrimental to the interest of the Debenture Holders. (g) The Debenture Trustee shall do any act, deed or thing or refrain from doing any act, deed or thing, which may be reasonably expected of the Debenture Trustee under the given circumstances at that point in time, in exercise of its rights and to perform its duties and obligations under the DTD and the other Transaction Documents, including, for the management, administration, preservation or maintenance of the security interest (if any). (h) Upon receipt of written instructions from the Debenture Holders, the Debenture Trustee at the Company's cost, shall file, record, register, inspect or deposit any Transaction Documents, or to maintain any such filing, recording or deposit or to refile, rerecord or redeposit any such document. (i) Except as otherwise provided herein, or in the other Transaction Documents and under written instructions from the Debenture Holders, monies received by the Debenture Trustee hereunder (or pursuant to the other Transaction Documents) for the benefit of the Debenture Holders shall be kept segregated from the other assets of the Debenture Holders. (j) Except as otherwise provided in the Transaction Documents, the Debenture Trustee shall be responsible for and covenants to keep all customary books and records relating to the receipt and distribution of all moneys which it may receive or be entitled to hereunder or under any agreement, document or instrument contemplated hereby. The Debenture Trustee, upon written request of the Debenture Holders, will furnish the Debenture Holders with all such information as may be required from the Debenture Trustee in connection with the preparation of tax reports and tax returns with respect to taxes due and payable by the trust created hereby in connection with the transactions contemplated hereby, by the Transaction Documents or any other agreement, document or instrument referred to herein. (c) The Debenture Trustee shall keep copies of all reports and returns delivered to it by the Company or filed by it on behalf of the Company, all at the cost of the Company.
Risk factors pertaining to the issue	Please refer to the General Information Document. In addition to the risk factors set out in the General Information Document, set out hereinbelow are the Issue specific risk factors: ***1. The Debentures may be Illiquid.*** It is not possible to predict if and to what extent a secondary market may develop in the Debentures or at what price the Debentures will trade in the secondary market or whether such market will be liquid or illiquid. As specified in this Key Information Document, an application has been

made to list the Debentures on the BSE and an in-principle approval will be obtained. If the Debentures are so listed or quoted or admitted to trading on the BSE, no assurance is given by the BSE that any such listing or quotation or admission to trading will be maintained. The fact that the Debentures may be so listed or quoted or admitted to trading does not necessarily lead to greater liquidity than if they were not so listed or quoted or admitted to trading.

2. ***The Debentures may not be a suitable investment for all investors***

Potential investors should ensure that they understand the nature of the Debentures and the extent of their exposure to risk, that they have sufficient knowledge, experience and access to professional advisers such as legal, tax, accounting and other advisers to make their own legal, tax, accounting and financial evaluation of the merits and risks of investment in the Debentures and that they consider the suitability of the Debentures as an investment in the light of their own circumstances and financial condition. These risks may include, among others, equity market risks, bond market risks, interest rate risks, market volatility and economic, political and regulatory risks and any combination of these and other risks.

3. ***Refusal of listing of any security during the preceding three financial years and current financial year by the Stock Exchange in India or abroad.***

4. ***Risks relating to reduced face value debentures and limited market liquidity***

The Debentures are being issued at a face value of Rs.10,000 each pursuant to SEBI Circular No. SEBI/HO/DDHS/DDHS-PoD-1/P/CIR/2024/94 dated July 03, 2024, which permits issuance of listed debt securities on a private placement basis at a reduced denomination from the standard minimum face value of Rs.1,00,000. The reduced denomination does not mitigate any credit, liquidity, interest rate or other investment risks associated with such securities. Any security structure, credit enhancement or repayment mechanism (if applicable) will be as specified in the relevant offer document. Although the Debentures may be listed on a recognised stock exchange, there can be no assurance of liquidity or the development of an active secondary market. Investors should conduct their own independent assessment before making an investment decision.

5. ***Risk of the Issue being treated as a deemed public issue***

The Issue is being made strictly on a private placement basis to identified eligible investors and is not intended to be an offer to the public. However, if the Debentures are subsequently offered, distributed, transferred or down-sold in a manner that suggests that the private placement was made with a view to onward distribution to a wider investor base, including through arrangers, brokers, distributors, platforms or other intermediaries, the Issue may be alleged or treated as a deemed public issue / non-compliant private placement. Any such regulatory determination may result in penalties, refund obligations, additional disclosure or compliance requirements, restrictions on future fund raising, delay in listing or trading, reputational impact and other adverse consequences for the Issuer and/or relevant intermediaries. This may adversely affect the liquidity, transferability and value of the Debentures.

	6. Risk Relating to Unavailability of Latest Quarterly Data Investors are advised that certain disclosures required as of the end of the latest completed quarter, including (i) the list of the top ten equity shareholders of the Company; (ii) the shareholding pattern in the format prescribed under the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015; and (iii) details of any pending proceedings initiated against the Issuer for economic offences, have been provided as on March 31, 2026, due to the non-availability of the relevant data as on June 30, 2026 at the time of issuance of this Key Information Document. Accordingly, such disclosures may not reflect the most updated position of the Company as of the latest completed quarter. In addition, the financial disclosures contained herein are based on financial information as of March 31, 2026 or such other date(s) as specifically mentioned herein. The financial statements for the period ended June 30, 2026 are under finalization, and the statutory timeline for their disclosure has not yet elapsed. Accordingly, investors should consider the above limitation while evaluating the disclosures contained in this Key Information Document and making an investment decision. ***7. There are certain risks in connection with the Unsecured NCDs*** The Unsecured NCDs will be in the nature of Subordinated Debt and hence the claims of the holders thereof will be subordinated to the claims of other secured and other unsecured creditors of our Company. Further, since no charge upon the assets of our Company would be created in connection with the Unsecured NCDs, in the event of default in connection therewith, the holders of Unsecured NCDs may not be able to recover their principal amount and/or the interest accrued thereon in a timely manner, for the entire value of the Unsecured NCDs held by them or at all. Accordingly, in such a case the holders of the Unsecured NCDs may lose all or a part of their investment therein. Further, the payment of interest and the repayment of the principal amount in connection with the Unsecured NCDs would be subject to the requirements of RBI, which may also require our Company to obtain prior approval from the RBI in certain circumstance ***8. Risks Arising from Asset-Liability Mismatches, Refinancing Dependence and Limited NCD Track Record*** The Issuer may experience mismatches between the maturity profile of its assets and liabilities, including periods where expected cash outflows exceed anticipated cash inflows. The Issuer's ability to meet its repayment obligations may depend on the timely collection of receivables, refinancing or rollover of existing borrowings, and access to additional funding on commercially acceptable terms. Any delay in collections, deterioration in market liquidity, adverse changes in the Issuer's credit profile or inability to refinance its borrowings may adversely affect its liquidity position and its ability to service its obligations, including the proposed NCDs. Further, as the Issuer has limited or no prior track record of issuing and servicing NCDs, investors may not have the benefit of evaluating its historical performance in relation to the redemption and servicing of similar debt instruments.
Governing Law and Jurisdiction	Subject to the terms of the Transaction Documents, the Debentures will be governed by and construed in accordance with the laws of India and the courts in Mumbai shall have non-exclusive jurisdiction to determine any dispute arising in relation to the Debentures.

Note:

1. If there is any change in Coupon Rate pursuant to any event including elapse of certain time period or downgrade in rating then such new Coupon Rate and events which lead to such change shall be disclosed
2. The list of documents which has been executed or will be executed in connection with the issue and subscription of debt securities shall be annexed.
3. The principal and Coupon amount of the Debentures is unsecured. The payment of 100% of the amount of the Debentures and Coupon thereon shall depend on the Issuer's performance and financial strength.
4. The Issuer shall provide the granular disclosures in their Debt Disclosure Documents, with regards to the Object of the Issue" including the percentage of the issue proceeds earmarked each of the "Object of the Issue".
5. The Arranger and its affiliates, including Online Bond Platform Providers (OBPPs), shall be permitted to use the Issuer's name, logo, and relevant issuance details solely for the purpose of marketing and promoting the NCD Issuances and matters related thereto
   Such usage may include:
   - Placement of the Issuer's name, logo, and issuance details, along with marketing materials (including the terms and conditions of the NCD Issuance), on the Arranger's and OBPPs' websites, mobile applications, or other digital platforms.
   - Inclusion of the Issuer's name and issuance details in advertisements or promotional materials issued by OBPPs, arranger and/or it's affiliates.

62. APPLICATION PROCESS:

The Issuer proposes to Issue the Debentures on the terms set out in this Key Information Document, read with the General Information Document subject to the provisions of the Companies Act, the SEBI NCS Regulations, the SEBI LODR Regulations, the Memorandum and Articles of Association of the Issuer, Application Form, and other terms and conditions as may be incorporated in the Transaction Documents. This section applies to all applicants. Please note that all applicants are required to make payment of the full application amount along with submission of the Application Form.

Debentures held in Dematerialised Form

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

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

Debenture Trustee for the Debenture Holder(s)

The Issuer shall appoint a Debenture Trustee to act as the debenture trustee for the Debenture Holder(s). The Issuer and the Debenture Trustee have entered/intend to enter into the Debenture Trustee Agreement and the DTD inter alia, specifying the powers, authorities and obligations of the Debenture Trustee and the Issuer. The Debenture Holder(s) shall, without further act or deed, be deemed to have irrevocably given their consent to the Debenture Trustee or any of its agents or authorized officials to do all such acts, deeds, matters and things in respect of or relating to the Debentures as the Debenture Trustee may in its absolute discretion deem necessary or require to be done in the interest of the Debenture Holder(s). Any payment made by the Issuer to the Debenture Trustee on behalf of the Debenture Holder(s) shall discharge the Issuer pro tanto to the Debenture Holder(s). The Debenture Trustee will protect the interest of the Debenture Holder(s) in regard to the repayment of principal and coupon thereon and they will take necessary action, subject to and in accordance with the Debenture Trustee Agreement and the DTD, at the cost of the Issuer. No Debenture Holder shall be entitled to proceed directly against the Issuer unless the Debenture Trustee, having become so bound to proceed, fails to do so. The Debenture Trustee Agreement and the DTD shall more specifically set out the rights and remedies of the Debenture Holder(s) and the manner of enforcement thereof.

Sharing of Information

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

Debenture Holder not a Shareholder

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

Modification of Debentures

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

Any other change or modification to the terms of the Debentures shall require approval by the Majority Debenture Holders.

Right to accept or reject Applications

The Board reserve its full, unqualified and absolute right to accept or reject any application for subscription to the Debentures, in part or in full, without assigning any reason thereof.

Who Can Bid/Apply/Invest:

The categories of investors who are eligible to apply for this Issue are mentioned in Section 2(61) (*Issue Details*) of this Key Information Document issued by the Issuer for respective Tranche. However, the prospective subscribers must make their own independent evaluation and judgment regarding their eligibility to invest in the Issue.

All applicants are required to comply with the relevant regulations/ guidelines applicable to them for investing in the Issue as per the norms approved by Government of India, RBI or any other statutory body from time to time, including but not limited to EBP Guidelines as published by the relevant stock exchange on their website and SEBI for investing in this Issue. The contents of this Key Information Document and any other information supplied in connection with this Key Information Document, or the Debentures are intended to be used only by those investors to whom it is distributed. It is not intended for distribution to any other person and should not be reproduced or disseminated by the recipient.

The Issue will be under the electronic book mechanism as required in terms of the Operational Guidelines.

However, out of the aforesaid class of investors eligible to invest, this Key Information Document , read with the General Information Document issued by the Issuer is/will be intended solely for the use of the person to whom it has been sent by the Issuer for the purpose of evaluating a possible investment opportunity by the recipient(s) in respect of the securities offered by the Issuer, and it is not to be reproduced or distributed to any other persons (other than professional advisors of the prospective Investor receiving this Key Information Document , read with the General Information Document from the Issuer.

Documents to be provided by successful bidders:

Investors need to submit the certified true copies of the following documents, along-with the Application Form, as applicable:

i. Memorandum and Articles of Association/ Constitution/ Bye-laws/ DTD;
ii. Board Resolution authorizing the investment and containing operating instructions;
iii. Power of attorney/ relevant resolution/authority to make application;
iv. Specimen signatures of the authorized signatories (ink signed), duly certified by an appropriate authority;
v. Government notification (in case of primary co-operative Issuer and regional rural Issuers);
vi. SEBI registration certificate (for Mutual Funds);
vii. Copy of PAN card issued by the Income Tax Department;
viii. Necessary forms for claiming exemption from deduction of tax at source on interest on application money, wherever applicable;
ix. Application Form (including RTGS/NEFT details).

Applications to be accompanied with Issuer Account Details:

Every application shall be required to be accompanied by the Issuer account details of the Applicant for the purpose of facilitating direct credit of all amounts through RTGS.

Manner of Bidding:

The Issue will be through closed bidding on the BSE- EBP platform in line with the Operational Guidelines.

Payment Mechanism:

Applicant shall make remittance of application money by way of electronic transfer of funds through RTGS/electronic fund mechanism for credit by the pay-in-time in the bank account of the clearing corporation appearing on the BSE EBP platform in accordance with the timelines set out in the EBP Guidelines and the relevant rules and regulations specified by SEBI in this regard. All payments must be made through RTGS as per the Bank details mentioned in the application form BSE EBP platform.

How to bid:

Eligible Investors should refer the Operational Guidelines for issuance of debt securities on private placement basis through an electronic book mechanism as available on web site of the designated stock exchange. Eligible Investors will also have to complete the mandatory KYC verification process. Eligible Investors should refer to the EBP Guidelines issued by the relevant stock exchange. The Application Form will be filled in by each Investor. Applications for the Debentures must be in the prescribed form (enclosed) and completed in BLOCK LETTERS in English as per the instructions contained therein.

a. The details of the Issue shall be entered on the BSE EBP Platform by the Issuer at least 2 (two) Working Days prior to the Issue / Bid Opening Date, in accordance with the Operational Guidelines.
b. The Issue will be open for bidding for the duration of the bidding window that would be communicated through the Issuer's bidding announcement on the BSE EBP Platform, at least 1 (one) Working Day before the start of the Issue / Bid Opening Date.
c. A bidder will enter the bid amount while placing their bids in the EBP Platform of the relevant stock exchange.

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

a. Modification of Bid: Investors may note that modification of bid is allowed during the bidding period / window. However, in the last 10 (ten) minutes of the bidding period / window, revision of bid is only allowed for downward revision of coupon/spread or upward modification of price and/or upward revision of the bid amount placed by the investor.
b. **Cancellation of Bid:** Investors may note that cancellation of bid is allowed during the bidding period / window. However, in the last 10 (ten) minutes of the bidding period / window, no cancellation of bids is permitted.
c. Multiple Bids: Eligible Investors are permitted to place multiple bids on the EBP platform in line with the Operational Guidelines.

Withdrawal of Issue:

The Issuer may, at its discretion, withdraw the issue process on the following conditions:

i. Non-receipt of bids upto the Base Issue Size;
ii. Bidder has defaulted on payment towards the Allotment, within the stipulated time frame, due to which the Issuer is unable to fulfil the base issue size;
iii. cut-off yield (i.e. the highest yield at which a bid is accepted) in the issue is higher than the estimated cut-off yield (i.e. the yield estimated by the issuer, prior to opening of issue) disclosed to the EBP, where the base issue size is fully subscribed.

Disclosure of estimated cut-off yield on the EBP platform to the eligible participants, pursuant to closure of issue, shall be at the discretion of the issuer.

Provided that in case Issuer withdraws issues on the EBP platform because of the cut-off yield being higher than the estimated cut-off yield, the EBP shall mandatorily disclose the estimated cut-off yield to the eligible participants.

However, Eligible Investors should refer to the Operational Guidelines as prevailing on the date of the bid.

Right to accept or reject bids:

The Company reserves it's full, unqualified and absolute right to accept or reject any bid(s), in part or in full, without assigning any reason thereof and to make provisional / final allocations at its absolute discretion.

The application forms that are not complete in all respects are liable to be rejected and would not be paid any interest on the application money. Application would be liable to be rejected on one or more technical grounds, including but not restricted to:

a. Number of Debentures applied for is less than the minimum application size;
b. Application money received not being from the Issuer account of the person/entity subscribing to the Debentures or from the Issuer account of the person/ entity whose name appears first in the Application Form, in case of joint holders;
c. Issuer account details of the Applicants not given;
d. Details for issue of Debentures in dematerialized form not given;
e. PAN/GIR and IT circle/Ward/District not given;
f. In case of applications under power of attorney by limited companies, corporate bodies, trusts, etc. relevant documents not submitted;

In the event, if any Debentures applied for is/ are not Allotted in full, the excess application monies of such Debentures will be refunded, as may be permitted.

How to fill the Application Form:

- Applications should be for the number of Debentures applied by the Applicant. 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 filled in the Application Form.
- The Applicant or in the case of an application in joint names, each of the Applicant, should mention his/her PAN Allotted under the I.T. Act or where the same has not been Allotted, the GIR No. and the Income tax Circle/Ward/District. As per the provision of Section 262 of the I.T. Act, PAN/GIR No. needs to be mentioned on the certificates. Hence, the Investor should mention their PAN/GIR No. Application Forms without this information will be considered incomplete and are liable to be rejected.
- All applicants are requested to tick the relevant column "Category of Investor" in the Application Form. Public/ private/ religious/ charitable trusts, provident funds and other superannuation trusts and other investors requiring "approved security" status for making investments. These are not approved securities as defined under the Insurance Act, 1938.

Applications should be for the number of Debentures applied by the Applicant. 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 filled in the Application Form. This is required for the applicant's own safety and these details will be printed on the refund orders and interest/ redemption warrants.

For further instructions about how to make an application for applying for the Debentures and procedure for remittance of application money, please refer to Section 2(61) (*Issue Details*) and the Application Form.

Terms of Payment:

The full-face value of the Debentures applied for is to be paid along with the Application Form. Eligible Investor(s) need to send in the Application Form and the details of RTGS for the full value of Debentures applied for.

Force Majeure:

The Issuer reserves the right to withdraw the issue prior to the Issue / Bid Closing Date in accordance with the Operational Guidelines, in the event of any unforeseen development adversely affecting the economic and regulatory environment or otherwise.

Applications under Power of Attorney:

A certified true copy of the power of attorney or the relevant authority as the case may be along with the names and specimen signature(s) of all the authorized signatories and the tax exemption certificate/document, if any, must be lodged along with the submission of the completed Application Form. Further modifications/ additions in the power of attorney or authority should be

notified to the Issuer or to the Registrars or to such other person(s) at such other address(es) as may be specified by the Issuer from time to time through a suitable communication.

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

Application by Mutual Funds:

In case of applications by Mutual Funds, a separate application must be made in respect of each scheme of an Indian Mutual Fund registered with SEBI and such applications will not be treated as multiple applications, provided that the application made by the asset management company/ trustees/ custodian clearly indicate their intention as to the scheme for which the application has been made.

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

a. SEBI registration certificate;
b. Resolution authorizing investment and containing operating instructions;
c. Specimen signature of authorized signatories.

Application by Provident Funds, Superannuation Funds and Gratuity Funds:

The applications must be accompanied by certified true copies of:

a. Trust deed / bye laws /resolutions;
b. Resolution authorizing investment;
c. Specimen signatures of the authorized signatories.

Those desirous of claiming tax exemptions on interest on application money are required to submit a certificate issued by the Income Tax officer along with the Application Form. For subsequent interest payments, such certificates have to be submitted periodically.

Acknowledgements:

No separate receipts will be issued for the application money. However, the Issuer receiving the duly completed Application Form will acknowledge receipt of the application by stamping and returning to the Applicant, the acknowledgement slip at the bottom of each Application Form.

Basis of allocation:

The Debentures shall be allocated in accordance with applicable SEBI regulations, the provisions of the Operational Guidelines of the Stock Exchange and other Applicable Laws.

PAN /GIR Number:

All applicants should mention their Permanent Account Number or the GIR Number Allotted under I.T. Act and the Income Tax Circle/ Ward/ District. In case where neither the PAN nor the GIR Number has been Allotted, the fact of such a non-Allotment should be mentioned in the Application Form in the space provided.

Date of Subscription:

The Date of Subscription shall be the date of realisation of proceeds of subscription money in the Designated Bank Account of BSE.

Signatures:

Signatures should be made in English or in any of the Indian Languages. Thumb impressions must be attested by an authorized official of the Issuer or by a Magistrate/ Notary Public under his/her official seal.

Nomination Facility:

Only individuals applying as sole Applicant/joint Applicant can nominate, in the prescribed manner, a person to whom his Debentures shall vest in the event of his death. Non-individuals including holders of power of attorney cannot nominate.

Fictitious Applications:

In terms of the Section 38 of the Companies Act, any person who makes, in fictitious name, any application to a body corporate for acquiring, or subscribing to, the Debentures, or otherwise induced a body corporate to Allot, register any transfer of Debentures therein to them or any other person in a fictitious name, shall be punishable under the extant laws.

Depository Arrangements:

The Company has appointed MUFG Intime India Private Limited, as the registrar and transfer agent to the Issue as the Registrar of the Issue. The Company has made necessary depository arrangements with NSDL and CDSL for the Issue and holding of Debentures in the dematerialised form by investors. In this context, the Company has signed tripartite agreements as under: **[PL NOTE: Please confirm the Registrar details.]**

- Tripartite Agreement between the Company, the Registrar and Transfer Agent and NSDL for offering Depository option to the investors.
- Tripartite Agreement between the Company, the Registrar and Transfer Agent and CDSL for offering Depository option to the investors.

Procedure for applying for Demat Facility:

- Applicant(s) must have a beneficiary account with any Depository Participant of NSDL or CDSL prior to making the application.
- Applicant(s) must specify their beneficiary account number and DP's ID in the relevant columns of the Application Form.
- For subscribing to the Debentures, names in the Application Form should be identical to those appearing in the account details of the Depository. In case of joint holders, the names should necessarily be in the same sequence as they appear in the account details in the Depository.
- If incomplete/ incorrect beneficiary account details are given in the Application Form which does not match with the details in the depository system, it will be deemed to be an incomplete application and the same be held liable for rejection at the sole discretion of the Issuer.
- The Debentures shall be directly credited to the beneficiary account as given in the Application Form and after due verification, Allotment advice/ refund order, if any, would be sent directly to the Applicant by the Registrars to the Issue but the confirmation of the credit of the Debentures to the Applicant's Depository account will be provided to the Applicant by the Depository Participant of the applicant.
- Interest or other benefits with respect to the Debentures would be paid to those Debenture Holders whose names appear on the list of Beneficial Owners given by the Depositories to the Issuer as on the Record Date.
- For the Allotment of Debentures and all future communications including notices, the address, nomination details and other details of the Applicant as registered with his/her DP shall be used for all correspondence with the applicant. The Applicant is therefore responsible for the correctness of his/her demographic details given in the Application Form vis-a-vis those with his/her DP. In case the information is incorrect or insufficient, the Issuer would not be liable for the losses, if any.
- Applicants may please note that the Debentures shall be Allotted and traded on the stock exchange(s) only in dematerialized form.

OTHERS

Right of Debenture holder(s):

Debenture holder is not a shareholder. The Debenture holders will not be entitled to any rights and privilege of shareholders other than those available to them under statutory requirements. The Debenture(s) shall not confer upon the holders the right to receive notice, or to attend and vote at the general meetings of the Issuer. The principal amount and interest on the Debentures will be paid to the registered Debenture holders only, and in case of Joint holders, to the one whose name stands first.

Besides the above, the Debentures shall be subject to the provisions of the terms of this Issue and the other terms and conditions as may be incorporated in the Debenture Trustee Agreement and other documents that may be executed in respect of these Debentures.

Modification of Rights:

The rights, privileges, terms and conditions attached to the Debentures may be varied, modified or abrogated by the Company, with the consent, in writing, of those Debenture Holders who hold at least three fourth of the outstanding amount of the Debentures or with the sanction accorded pursuant to a special resolution passed at a meeting of the Debenture Holders, provided that nothing in such consent or resolution shall be operative against the Company where such consent or resolution modifies or varies the terms and conditions of the Debentures, if the same are not acceptable to the Company.

Notices:

All notices to the Debenture Holder(s) required to be given by the Company or the Debenture Trustee from time to time, shall be deemed to have been given if sent by registered post/ by courier/by email to the sole/ first holder or the sole/ first Beneficial Owner of the Debentures or registered email id of such holder, as the case may be, or if published in Mumbai.

All notice(s) to be given by the Debenture Holder(s) shall be sent by registered post or by hand delivery to the Company or to such persons at such address as may be notified by the Company from time to time through suitable communication.

Minimum subscription:

As the current issue of Debentures are being made on private placement basis, the requirement of minimum subscription shall not be applicable and therefore the Issuer shall not be liable to refund the issue subscription(s) /proceed (s) in the event of the total issue collection falling short of the Issue Size or certain percentage of the Issue Size.

Underwriting:

The present issue of Debentures is not underwritten.

Deemed Date of Allotment:

All benefits under the Debentures including payment of interest will accrue to the Debenture Holders from and including the respective Deemed Date of Allotment. The actual Allotment of Debentures may take place on a date other than the Deemed Date of Allotment. In case if the issue closing date/pay-in dates is/are changed (pre-poned/postponed), the Deemed Date of Allotment may also be changed (preponed/ postponed) by the Issuer at its sole and absolute discretion.

Letter(s) of Allotment / Debenture Certificate(s) /Refund Order (s)/Issue of Letter(s) of Allotment:

The Company shall Allot the Debentures in dematerialized form within 2 (two) Business Days from the Deemed Date of Allotment and ensure completion of all statutory formalities as required for such dematerialized credit within the said time period.

Issue of Debenture Certificate(s):

The Company shall Allot the Debentures in dematerialized form within 2 (two) Business Days from the Deemed Date of Allotment and ensure completion of all statutory formalities as required for such dematerialized credit within the said time period. The Debentures since issued in electronic (dematerialized) form, will be governed as per the provisions of the Depository Act, Securities and Exchange Board of India (Depositories and Participants) Regulations, 1996, rules notified by NSDL/ CDSL/ Depository Participant from time to time and other Applicable Laws and rules notified in respect thereof. The Debentures shall be Allotted in dematerialized form only.

Market Lot:

The market lot will be one Debenture. Since the Debentures are being issued only in dematerialized form, the odd lots will not arise either at the time of issuance or at the time of transfer of Debentures.

Trading of Debentures:

The marketable lot for the purpose of trading of Debentures shall be 1 (one) Debenture of face value of ₹ 10,000 (Indian Rupees Ten Thousand) each. Trading of Debentures would be permitted in demat mode only in standard denomination of ₹ 10,000 (Indian Rupees Ten Thousand) and such trades shall be cleared and settled in recognized stock exchange(s) subject to conditions specified by SEBI. In case of trading in Debentures which has been made over the counter, the trades shall be reported on a recognized stock exchange having a nationwide trading terminal or such other platform as may be specified by SEBI.

Mode of Transfer of Debentures:

The Debentures shall be transferred subject to and in accordance with the rules/ procedures as prescribed by the CDSL/NSDL/Depository Participant of the transferor/transferee and any other Applicable Laws and rules notified in respect thereof. The normal procedure followed for transfer of securities held in dematerialized form shall be followed for transfer of these Debentures held in electronic form. The seller should give delivery instructions containing details of the buyer's DP account to his Depository Participant. The transferee(s) should ensure that the transfer formalities are completed prior to the Record Date. In the absence of the same, interest will be paid/ redemption will be made to the person, whose name appears in the records of the Depository. In such cases, claims, if any, by the transferee(s) would need to be settled with the transferor(s) and not with the Issuer.

Transfer of Debentures to and from NRIs/ OCBs, in case they seek to hold the Debentures and are eligible to do so will be governed by the then prevailing guidelines of RBI.

Common Form of Transfer:

The Issuer undertakes that it shall use a common form/procedure for transfer of Debentures issued under terms of this Key Information Document read with the General Information Document.

Interest on Application Money:

The Company shall be liable to pay the Debenture Holders interest on application money, at the Coupon Rate (subject to deduction of tax at source, as applicable) for the period commencing from the date on which the Debenture Holders have made payment of the application monies in respect of the Debentures to the Company and ending on the date falling 1 (One) day prior to the Deemed Date of Allotment. The interest on application monies shall be paid by the Company to the Debenture Holders on the first Coupon Payment Date. Provided however, where the pay-in date of the subscription monies in relation to the Debentures and the Deemed Date of Allotment are the same, no interest on application money would be required to be paid.

Interest on the Debentures:

The face value of the Debentures outstanding shall carry interest at the Coupon Rate from Deemed Date of Allotment and the Coupon Rate & frequency of payment (subject to deduction of income tax under the provisions of the I.T. Act , or any other statutory modification or re-enactment thereof, as applicable) are mentioned in Section 2(61) (*Issue Details*) of this Key Information Document.

The interest payment shall be made through electronic mode to the debenture holders whose names appear on the list of Beneficial Owners given by the Depository Participant to R&TA as on the record date fixed by Issuer in the bank account which is linked to the demat of the Debenture holder. However, in absence of complete bank details i.e. correct/updated bank account number, IFSC/RTGS code /NEFT code etc., issuer shall be required to make payment through cheques / DDs on the due date at the sole risk of the debenture holders. Interest or other benefits with respect to the Debentures would be paid to those Debenture holders whose names appear on the list of Beneficial Owners given by the Depository Participant to R&TA as on the Record Date.

Right to further issue under the ISINs:

The Issuer reserves right to effect multiple issuances under the same ISIN in accordance with Chapter VIII of Listed Debentures Master Circular, and as amended/supplemented from time to time. The Issue can be made either by way creation of a fresh ISIN or by way of issuance under the existing ISIN at premium, par or discount as the case may be in line with the Master Circular.

Right to Re-purchase, Re-issue or Consolidate the Debentures:

The Issuer will have power, exercisable at its sole and absolute discretion from time to time, to repurchase a part or all of its Debentures from the secondary markets or otherwise, at any time prior to the Final Redemption Date, subject to applicable law and in accordance with the applicable guidelines or regulations, if any.

In the event of a part or all of the Issuer's Debentures being repurchased as aforesaid or redeemed under any circumstances whatsoever, the Issuer shall have, and shall be deemed always to have had, the power to re-issue the Debentures either by re-issuing the same Debentures or by issuing other debentures in their place. The Issuer shall have right to consolidate the Debentures under present series in accordance with applicable law.

Further the Issuer, in respect of such re-purchased or re-deemed Debentures shall have the power, exercisable either for a part or all of those Debentures, to cancel, keep alive, appoint nominee(s) to hold or re-issue at such price and on such terms and conditions as it may deem fit and as permitted under the ISIN circulars or by laws or regulations.

Deduction of Tax at Source:

1. Interest on Debentures issued pursuant to this Issue is subject to deduction of income tax under the provisions of the I.T. Act or any other statutory modification or re-enactment thereof, as applicable. Debenture Holders desirous of claiming non-deduction or lower deduction of tax at source under Applicable Laws, as the case may be, shall be required to submit the declaration/ certificates as per format prescribed under Applicable Laws with the Issuer and the RTA at the below mentioned address on or prior to the relevant Record Date for payment of interest on the Debentures:

   [PL NOTE: Please confirm.]

Particulars	Contact Details of the Issuer	Contact Details of the RTA
Name	Muthoot Housing Finance Company Limited	MUFG Intime India Private Limited
Correspondence Address	TC 14/2074-7, Muthoot Centre, Punnen Road, Trivandrum – 695 039 Kerala, India	C-101, 1st Floor, 247 Park, Lal Bahadur Shastri Marg, Vikhroli (West), Mumbai City, Mumbai, Maharashtra, India, 400083
Contact Person	S Sumesh	Amit Dabhade
Designation	Company Secretary	Senior Manager -Depository Operations
E-mail ID	sumesh.s@muthoot.com	amit.dabhade@in.mpms.mufg.com
Tel. No.	04714911538	022 - 4918 6060
Link for online submission	www.muthoothousing.com	https://linkintime.co.in/home.html

2. In case of non-receipt of such prescribed declaration/ certificate from the Debenture Holders claiming non-deduction or lower deduction of tax at source under Applicable Laws, on or prior to the relevant Record Date, the Issuer shall make TDS deductions in accordance with the prescribed rates prior to credit of interest on Debentures.

3. Income Tax is deductible at source at the rate of 10% on interest on NCDs held by resident Indians in accordance with Section 393 of the IT Act or such other rate as may be applicable from time to time. In cases where interest is to be paid to an Individual or Hindu Undivided Family ("HUF") (being the NCD Holder) is less than Rs. 10,000 and interest is to be paid by way of account payee cheque then the relevant NCD Holder may seek non deduction of tax at source on the interest on NCDs by submitting the prescribed declaration/certificates with the Issuer and the RTA at the aforesaid address on or prior to the relevant Record Date.

4. In case of NCD Holder who is a resident Individual or resident HUF claiming non-deduction or lower deduction of tax at source under section 393(6) of the IT Act, as the case may be, the NCD Holder should furnish either (a) a declaration (in duplicate) in the prescribed form i.e. (i) Form 121 which can be given by all Debenture Holders (other than companies and firms), or (b) a certificate, from the Assessing Officer which can be obtained by all Debenture Holders (including companies and firms) by making an application in the prescribed form i.e. Form No. 128.

5. Debenture Holders may seek/ may be granted, as the case may be, non-deduction or lower deduction of tax at source in following instances under the I.T. Act:

   a) When the Assessing Officer issues a certificate on an application by a Debenture Holder on satisfaction that the total income of the Debenture Holder justifies no/lower deduction of tax at source as per the provisions of the I.T.

Act; and that a valid certificate is filed by the Debenture Holder with the Company before the Record Date for payment of interest;

b) When the resident Debenture Holder with Permanent Account Number (**"PAN"**) (not being a company or a firm) submits a declaration as per the provisions of the I.T. Act in the prescribed Form 121 verified in the prescribed manner to the effect that the tax on his estimated total income of the Financial Year in which such income is to be included in computing his total income will be NIL. However, as per the I.T. Act, Form 121 cannot be submitted nor considered for exemption from tax deduction at source if the dividend income referred to in the I.T. Act, interest on securities, interest, withdrawal from NSS and income from units of mutual fund or of Unit Trust of India as the case may be or the aggregate of the amounts of such incomes credited or paid or likely to be credited or paid during the Financial Year in which such income is to be included exceeds the maximum amount which is not chargeable to income tax;

c) Senior citizens, who are 60 or more years of age at any time during the Financial Year, enjoy the special privilege to submit a self-declaration in the prescribed Form 121 for non-deduction of tax at source in accordance with the provisions of the I.T. Act even if the aggregate income credited or paid or likely to be credited or paid exceeds the maximum amount not chargeable to tax, provided that the tax due on the estimated total income of the year concerned will be NIL;

d) All mutual funds registered under SEBI are exempt from tax on all their income, including income from investment in Debentures under the provisions of the I.T. Act in accordance with the provisions contained therein. Further, as per the provisions of the I.T. Act, no deduction of tax shall be made by any person from any sums payable to mutual funds specified under the I.T. Act, where such sum is payable to it by way of interest or dividend in respect of any securities or shares owned by it or in which it has full beneficial interest, or any other income accruing or arising to it;

e) For any Debentures held by foreign institutional investors/ foreign portfolio investors/ qualified foreign investors, interest on Debentures may be eligible for concessional tax rate of 5% (plus applicable surcharge and health and education cess) for interest referred under IT Act applicable in respect of rupee denominated bonds of an Indian Company between June 1, 2013 and July 1, 2023 provided such rate does not exceed the rate as may be notified by the Government. Where DTAA is applicable to the payee, the rate of tax deduction shall be lower of rate as per DTAA or 20%, subject to the conditions prescribed therein;

f) Interest payable to Life Insurance Corporation, General Insurance Corporation and any other insurers are exempted from deductions of tax at source under the IT Act;

g) Interest payable to entities falling under the list of entities exempted from TDS by the circular no. 18/2017 by Central Board of Direct Taxes (whose income is unconditionally exempt under the IT Act and who are also statutorily not required to tile return of income as per the IT Act); and

h) Any other specific exemption available to any other category of investors under the IT Act.

6. In case(s) where the Debenture Holder(s) do not submit the declaration/ certificates as per format prescribed under Applicable Laws with the Issuer and the RTA at the specified address on or prior to the relevant Record Date for payment of interest on the Debentures, the Issuer shall not be liable to refund the applicable amount of tax deducted at source and the Debenture Holders would be required to directly take up with the tax authorities for refund, if any

List of Beneficial Owners:

The Issuer shall request the Depository to provide a list of Debenture Holders as at the end of the Record Date. This shall be the list, which shall be considered for payment of interest or repayment of principal amount, as the case may be.

Succession:

In the event of the demise of the sole/first holder of the Debenture(s) or the last survivor, in case of joint holders for the time being, the Issuer shall recognize the executor or administrator of the deceased Debenture Holder or the holder of succession certificate or other legal representative as having title to the Debenture(s).The Issuer shall not be bound to recognize such executor or administrator, unless such executor or administrator obtains probate, wherever it is necessary, or letter of

administration or such holder is the holder of succession certificate or other legal representation, as the case may be, from a Court in India having jurisdiction over the matter. The Issuer may, in its absolute discretion, where it thinks fit, dispense with production of probate or letter of administration or succession certificate or other legal representation, in order to recognize such holder as being entitled to the Debenture (s) standing in the name of the deceased Debenture Holder on production of sufficient documentary proof or indemnity.

Where a non-resident Indian becomes entitled to the Debenture by way of succession, the following steps have to be complied:

- Documentary evidence to be submitted to the legacy cell of the RBI to the effect that the Debenture was acquired by the NRI as part of the legacy left by the deceased holder.
- Proof that the NRI is an Indian National or is of Indian origin.
- Such holding by the NRI will be on a non -repatriation basis.

Joint Holders:

Payment of the principal amount of each of the Debentures and interest and other monies payable thereon shall be made to the respective Debenture Holder and in case of joint Debenture Holders, to the one whose name stands first in the register of Debenture Holder(s).

Governing Law and Jurisdiction:

The Transaction Documents and the rights and obligations of the Parties thereunder shall be construed in accordance with and be governed by the laws of India.

For all matters for which the courts of law would have jurisdiction, the courts and tribunals in Mumbai shall have exclusive jurisdiction to settle any disputes which may arise out of or in connection with the Transaction Documents and that accordingly any proceedings arising out of or in connection with the Transaction Documents may be brought in such courts or the tribunals and the Obligors irrevocably submits to and accepts for itself and in respect of their property, generally and unconditionally, the jurisdiction of those courts or tribunals.

Investor Relations and Grievance Redressal:

Arrangements have been made to redress investor grievances expeditiously as far as possible. The Issuer shall endeavor to resolve the investor's grievances within 30 (thirty) days of its receipt. All grievances related to the issue quoting the Application Number (including prefix), number of Debentures applied for, amount paid on application and details of collection centre where the Application was submitted, may be addressed to the Compliance Officer at Registered Office of the Issuer. All investors are hereby informed that the Issuer has designated a Compliance Officer who may be contacted in case of any pre-issue/ post-issue related problems such as non-credit of letter(s) of Allotment/ debenture certificate(s) in the demat account, non-receipt of refund order(s), interest warrant(s)/ cheque(s) etc. Contact details of the Compliance Officer are given elsewhere in this Key Information Document.

63. PROJECT DETAILS: PROJECT COST AND MEANS OF FINANCING (IF CASE OF FUNDING FOR NEW PROJECT), 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

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: Not Applicable

64. ADDITIONAL DISCLOSURE PRESCRIBED UNDER PAS-4 OF COMPANIES ACT AND SEBI NCS REGULATIONS AS NOT COVERED ABOVE:

Please refer to Annexure 9 of this Key Information Document.

1. The pre-issue and post-issue shareholding pattern of the company:

Please refer to Annexure 5 of this Key Information Document for detailed shareholding pattern as latest available. The post-issue equity shareholding pattern of the Company will not change consequent to the present issue of Debentures.

The pre-issue and post-issue preference shareholding pattern of the company is Nil as the Issuer has not issued any preference shares.

2. Details of default in compliances, if any:

NIL

65. UNDERTAKING BY THE ISSUER:

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

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

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

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

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

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

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

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

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

Not Applicable.

(3) **UNDERTAKING PURSUANT TO PARAGRAPH 3.3.35 of SCHEDULE I OF THE SEBI NCS REGULATIONS**

The Issuer undertakes and states as follows:

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

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

(c) the Issuer has no side letter with any debt securities holder except the one(s) disclosed in this issue document/General Information Document. Any covenants later added shall be disclosed on the stock exchange

website where the debt is listed.

(4) **DECLARATION/STATEMENT PURSUANT TO PARAGRAPH 3.3.36(c) of SCHEDULE I OF THE SEBI NCS REGULATIONS**

The Issuer declares that nothing in the Key Information Document is contrary to the provisions of Companies Act, the Securities Contracts (Regulation) Act, 1956 (42 of 1956) and the SEBI Act and the rules and regulations made thereunder.

(5) **DISCLOSURES PURSUANT TO CHAPTER II (*DUE DILIGENCE BY DEBENTURE TRUSTEES*) OF THE SEBI DEBENTURE TRUSTEE MASTER CIRCULAR**

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

NIL.

(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**

NIL.

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

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

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

NIL.

(e) **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

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

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

(h) **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.

(i) **Terms and conditions of Debenture Trustee Agreement including fees charged by debenture trustees(s)**: Please refer the Annexure 1 of this Key Information Document.

(j) **Details of security to be created**: Not Applicable

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

c. 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.

d. 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.

e. Periodical due diligence will be carried out by the Debenture Trustee in accordance with the SEBI Debenture Trustees Regulations and the relevant circulars issued by SEBI from time to time (including the SEBI Debenture Trustee Master Circular) as per the nature of security provided by the Issuer in respect of the Debentures.

f. 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.

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.

Not Applicable

(m) **Due diligence certificate as per the format specified in Schedule IV of the SEBI NCS Regulations**:

As per relevant Key Information Document.

(6) **OTHER UNDERTAKINGS**

The Issuer hereby confirms that:

(a) the Issuer is eligible and in compliance with SEBI NCS Regulations, as amended from time to time, to make the private placement of debt instruments;

(b) (to the extent applicable) the Issuer or its promoters or whole-time directors are not in violation of the provisions of Regulation 24 of the SEBI (Delisting of Equity Shares) Regulations, 2021;

(c) neither the Issuer nor any of its promoters or directors is a willful defaulter as defined under Regulation 2 (1) (ss) of the SEBI NCS Regulations; and

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

For Muthoot Housing Finance Company Limited

Sumesh S Digitally signed by Sumesh S Date: 2026.07.24 17:47:42 +05'30'

Authorised Signatory
Name: S Sumesh
Title: Compliance Office and Company Secretary
Date: **[•]**, 2026

For Muthoot Housing Finance Company Limited

Yogesh Udhoji Digitally signed by Yogesh Udhoji Date: 2026.07.24 17:47:59 +05'30'

Authorised Signatory
Name: Yogesh Udhoji
Title: Chief Financial Officer
Date: **[•]**, 2026

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

66. DECLARATION (PART A):

The Issuer declares as of the date of this Key Information Document 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 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 companies in the past.

For Muthoot Housing Finance Company Limited

Sumesh S
Digitally signed by Sumesh S
Date: 2026.07.24 17:48:18 +05'30'

Name: S Sumesh
Designation: Compliance Office and Company Secretary
Date: [•], 2026
Place: Kerala, India

Yogesh Udhoji
Digitally signed by Yogesh Udhoji
Date: 2026.07.24 17:48:31 +05'30'

Name: Yogesh Udhoji
Designation: Chief Financial Officer
Date: [•], 2026
Place: Mumbai, India

67. DECLARATION (PART B):

I, the undersigned, as authorized by the Debenture Issue Committee Resolution passed at the meeting of the Committee held on **[•]**, 2026 read with Board Resolution passed at the meeting of Board of Directors held on April 29, 2026 to sign on behalf of the Company 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 form and in the attachments thereto is true, correct and complete and no information material to the subject matter of this form has been suppressed or

concealed and is as per the original records maintained by the promoters subscribing to the Memorandum of Association and Articles of Association.

a. the Muthoot Housing Finance Company Limited (Company) is in compliance with the provisions of Securities Contracts (Regulation) Act, 1956 (42 of 1956) and the Securities and Exchange Board of India Act, 1992 (15 of 1992), Companies Act, 2013 (18 of 2013) and the rules and regulations made thereunder.
b. the compliance with the Act and the rules does not imply that payment of interest or repayment of debentures, 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 Debt Disclosure Documents;
d. this Key Information Document contains full disclosures in conformity with Form PAS-4 prescribed under section 42 of the Companies Act, 2013 read with Companies (Prospectus and Allotment of Securities) Rules, 2014, SEBI (Issue and Listing of Non-Convertible Securities) Regulations, 2021 issued vide Notification No. SEBI/LAD-NRO/GN/2021/39 dated 9th August 2021, as amended from time to time and such other circulars applicable for issue of Non-Convertible Securities issued by SEBI from time to time.
e. all the requirements of Companies Act, 2013 and the rules made there under in respect of the subject matter of this form and matters incidental thereto have been complied with.
f. the Company accepts no responsibility for the statement made otherwise than in the Debt Disclosure Documents or in any other material issued by or at the instance of the Company and that anyone placing reliance on any other source of information would be doing so at his own risk.
g. the Company accepts no responsibility for the statement made otherwise than in the Debt Disclosure Documents or in any other material issued by or at the instance of the Company and that anyone placing reliance on any other source of information would be doing so at his own risk.
h. The contents of this Key Information Document have been perused by the Board of Directors, and the final and ultimate responsibility of the contents mentioned herein lies with the Board of Directors.

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 "Management perception of Risk Factors" of the Key Information Document. These risks are not, and are not intended to be, a complete list of all risks and considerations relevant to the non- convertible securities or investor's decision to purchase such securities.

For Muthoot Housing Finance Company Limited

Sumesh S
Digitally signed by Sumesh S
Date: 2026.07.24 17:48:45 +05'30'

Name: S Sumesh
Designation: Compliance Office and Company Secretary
Date: [•], 2026
Place: Kerala, India

Yogesh Udhoji
Digitally signed by Yogesh Udhoji
Date: 2026.07.24 17:48:57 +05'30'

Name: Yogesh Udhoji
Designation: Chief Financial Officer
Date: [•], 2026
Place: Mumbai, India

68. ANNEXURE (S) FORMING INTEGRAL PART OF THIS KEY INFORMATION DOCUMENT:

A. Annexure 1 - Consent Letter of Debenture Trustee
B. Annexure 2 - Rating (s) along with press release/rating rationale
C. Annexure 3 - Board & AGM Resolutions

D. Annexure 4 - Audited Financial Statements on standalone and consolidated basis for a period of three completed Financial Years with the Auditor's Report along with the requisite schedules, foot notes, summary etc.
E. Annexure 5 - Shareholding pattern as on March 31, 2026 as latest available, as per format specified under SEBI LODR Regulations
F. Annexure 6 - In-principle approval for listing from BSE
G. Annexure 7 – Borrowing and Lending Policy and Disclosure of Asset and Liabilities Management
H. Annexure 8 – Illustration of Debenture Cashflows
I. Annexure 9 - Disclosure prescribed under Form PAS-4 Of the Companies (Prospectus And Allotment Of Securities) Rules, 2014
J. Annexure 10 – Application Form
K. Annexure 11 – Debenture Trustee Agreement

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

ANNEXURE 1
CONSENT LETTER OF DEBENTURE TRUSTEE

Annexed separately

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

ANNEXURE 2
RATING(S) ALONG WITH PRESS RELEASE/RATING RATIONALE

Annexed separately

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

ANNEXURE 3
BOARD AND SHAREHOLDER RESOLUTIONS

Annexed separately

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

ANNEXURE 4
AUDITED FINANCIAL STATEMENTS ON STANDALONE AND CONSOLIDATED BASIS FOR A PERIOD OF THREE COMPLETED FINANCIAL YEARS WITH THE AUDITOR'S REPORT ALONG WITH THE REQUISITE SCHEDULES, FOOT NOTES, SUMMARY ETC.

Annexed separately

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

ANNEXURE 5
SHAREHOLDING PATTERN AS ON MARCH 31, 2026 AS LATEST AVAILABLE, AS PER FORMAT SPECIFIED UNDER SEBI LODR REGULATIONS

Category	Category of Shareholder	No of Shareholders	No of fully paid up equity shares held	No of Partly paid-up equity shares held	No of Shares Underlying Depository Receipts	Total No of Shares Held (VII) = (IV)+(V)+(VI)	Shareholding as a % of total no of shares (As a % of (A+B+C2))	Number of Voting Rights held in each class of securities				No of Shares Underlying Outstanding convertible securities (including Warrants)	Shareholding as a % assuming full conversion of convertible Securities (as a percentage of diluted share capital)	Number of Locked in Shares		Number of Shares pledged or otherwise encumbered		Non-Disposal Undertaking		Other encumbrances if any		Total Number of Shares encumbered		Number of equity shares held in dematerialized form
								No of Voting Rights			Total as a % of (A+B+C)			No.	As a % of total Shares held	No.	As a % of total Shares held	No.	As a % of total Shares held	No.	As a % of total Shares held	No.	As a % of total Shares held	
								Class X	Class Y	Total														
(I)	(II)	(III)	(IV)	(V)	(VI)	(VII)	(VIII)	(IX)				(X)	(XI)	(XII)		(XIII)		(XIV)		(XV)		(XVI)		(XVII)
(A)	Promoter & Promoter Group	4	83692320	-	-	83692320	98.426	98.426	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	83692320
(B)	Public	0	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
(C)	Non Promoter-Non Public	3	9795	-	-	9795	0.012	0.012	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	9795
(C1)	Shares underlying DRs	0	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-

	Shares held by Employes	0	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
(C2)	Trusts	1	1328766	-	-	1328766	1.562	1.562	-	-	-	-	-	-	-	-	-	-	-	-	1328766

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

ANNEXURE 6
IN-PRINCIPLE APPROVAL FOR LISTING FROM BSE

Annexed separately

ANNEXURE 7
BORROWING AND LENDING POLICY AND DISCLOSURE OF ASSET AND LIABILITIES MANAGEMENT

Financial and operational information as of June 30, 2026 has not been included in this Key Information Document due to its unavailability. Accordingly, all financial and operational information has been furnished as on March 31, 2026

BORROWING AND LENDING POLICY

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:**

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

   Yes it includes.

   Classification of loans/ advances given to associates, entities/ person relating to board, senior management, promoters, others, etc.: (As of March 31, 2026)

Name	Designation	Type of Loan
NIL	NIL	NIL

2. **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.: (As of March 31, 2026)**

Balance Tenure	***Principal O/s (Rs. in Crores)***
upto 5 years	9.59
5-7 years	641.08
7-10 years	1,388.06
10-15 years	1,039.39
15 years +	0
Total	3,078.12
Product	***Principal O/s (Rs. in Crores)***
Vehicle	0
MSME	3078.12
Total	3078.12

Gross Loan Amt Bucket (Rs.)	***Principal O/s (Rs. in Crores)***
Upto 5,00,000	**195.20**
5,00,000 – 10,00,000	**1,003.24**
10,00,000 – 20,00,000	**1,193.36**

20,00,001 – 30,00,000	**686.33**
30,00,001 – 50,00,000	
50,00,000-75,00,000	
Above 75,00,000	
Total	**3,078.12**

Industry Segment	***Principal O/s (Rs. in Crores)***
MSME	3078.12

3. **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:**

APPLICANT_NAME	**Types of Borrowers**	**PRODUCT**	**Total Sanctioned (Rs. In Lakhs)**	**Total Disbursed**	**Undisbursed Amount**	**Total Principal Outstanding**	**Status of Account**
MOHD ALLAUDDIN	Individual	Housing Loan	**77.77**	**77.77**	0	**77.59**	Standard
Chekuri Ashok Kumar	Individual	Housing Loan	**77.20**	**77.20**	0	**77.20**	Standard
ERANNA B THIMMANNAGOL	Individual	Housing Loan	**78.75**	**78.75**	0	**76.37**	Standard
CHODRAJU SAHITYAVARMA	Individual	Housing Loan	**77.85**	**77.85**	0	**76.26**	Standard
VEERAPPAN KARTHICK KUMAR	Individual	Housing Loan	**77.35**	**77.35**	0	**74.54**	Standard
K G Shreenivas	Individual	Housing Loan	**73.70**	**73.70**	0	**73.70**	Standard
USHA R	Individual	Housing Loan	**74.33**	**74.33**	0	**73.69**	Standard

Prasida S	Individual	Housing Loan	**72.72**	**72.72**	0	**72.72**	Standard
SAMPATH MANDALA	Individual	Housing Loan	**73.19**	**73.19**	0	**72.13**	Standard
BURRA SURESH	Individual	Housing Loan	**70.10**	**70.10**	0	**69.95**	Standard
AMAR KUMAR GUPTA	Individual	Housing Loan	**73.61**	**73.61**	0	**69.73**	Standard
PRATIK VALSANGKAR	Individual	Housing Loan	**72.39**	**72.39**	0	**69.67**	Standard
VIPINDAS C V	Individual	Housing Loan	**77.64**	**77.64**	0	**69.09**	Standard
KAVYA A	Individual	Housing Loan	**69.30**	**69.30**	0	**68.53**	Standard
BAIRAPPA V	Individual	Housing Loan	**69.40**	**69.40**	0	**67.95**	Standard
AMMAGARI VENKATRAMUDU	Individual	Housing Loan	**70.48**	**70.48**	0	**67.85**	Standard
VANI S MARDUR	Individual	Housing Loan	**67.95**	**67.95**	0	**67.09**	Standard
Khadeer Ahammad S	Individual	Housing Loan	**67.04**	**67.04**	0	**66.95**	Standard
Sanayagari Vijaya Sagar Reddy	Individual	Housing Loan	**74.37**	**74.37**	0	**66.93**	Standard
RAGAVENDRA ASHWTHAIAH	Individual	Housing Loan	**69.24**	**69.24**	0	**65.88**	Standard

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

Particulars	As at March 31, 2026
Standard	3,006.73
Sub Standard	53.30

Doubtful	18.09
Loss	3,078.12

5. 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:

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

Industry Segment	***No. of loans***	***Principal O/s(Rs in Cr) as of March 31, 2026***
Housing Finance	38986	3078.12

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:

Particular (Rs. in Cr)	***FY 24(A)***	***FY 25(A)***	***FY 26(A)***
Net NPA%	0.32%	0.72%	1.84%
Gross NPA	16.21	31.45	71.39
Net NPA	6.57	17.63	56.62

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

Type of Borrowings	***Outstanding as at March 31, 2026 (Rs. in Crore)***	***%***
Secured Borrowings	2804.87	96.56%
Unsecured Borrowings	100.00	3.44%
Total	2904.87	100.00%

Any change in promoters' holdings in the NBFCs during the preceding Financial Year beyond the threshold, as prescribed by RBI:

NIL

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

Type of loans:

Details of types of loans

Sl. No.	Types of loans	Rs. In crore
1	Secured	3254.00
2	Unsecured	-
	Total assets under management (AUM)^^	3254.00

**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;

Note: Off Balance sheet AUM: 175.88 Crores

7. **Denomination of loans outstanding by loan-to-value:**

Details of LTV

S. No.	LTV (at the time of origination)	Percentage of AUM
	Up to 40%	30.55%
	40-50%	20.40%
	50-60%	18.34%
	60-70%	11.19%
	70-80%	13.56%
	80-90%	5.96%
	>90	0.00%
	Total	100.00%

Sectoral exposure:

Details of sectoral exposure

S. No.	Segment-wise break-up of AUM	Percentage of AUM
	Retail	
	Mortgages (home loans and loans against property)	3254.00
	Gold loans	0
	Vehicle finance	0
	MFI	0
	MSME	0
	Capital market funding (loans against shares, margin funding)	0
	Others	0
	Wholesale	0
	Infrastructure	0
	Real estate (including builder loans)	0
	Promoter funding	0
	Any other sector (as applicable)	0
	Others	0
	Total	3254.00

Denomination of loans outstanding by ticket size*:

Details of outstanding loans category wise

Sl. No.	Ticket size (at the time of origination)	Percentage of AUM
1	Upto 5,00,000	6.30%
2	5,00,000 – 10,00,000	33.27%
3	10,00,000 – 20,00,000	38.69%

4	20,00,001 – 30,00,000	21.74%
5	30,00,001 – 50,00,000	-
6	50,00,000-75,00,000	-
7	Above 75,00,000	-
	Total	100.00%

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

Geographical classification of borrowers:

Top 5 states borrower wise –

Sl. No.	Top 5 states	Percentage of AUM
1	KARNATAKA	19.52%
2	Maharashtra	16.06%
3	TAMIL NADU	14.85%
4	ANDHRA PRADESH	11.28%
5	RAJASTHAN	10.92%
	Total	72.63%

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

Movement of Gross NPA

Movement of Gross NPA*	Rs. Crore (As of June 30, 2026)
Opening Gross NPA	72.31
- Additions during the year	12.85
- Reductions during the year	13.84
Closing balance of Gross NPA	**71.33**

**Please indicate the Gross NPA recognition policy (Day's Past Due)*

90 DPD and above cases are considered as NPA

Movement of provisions for NPA

Movement of provisions for NPA	Rs. Crore (As of June 30, 2026)
Opening balance	16.83
- Provisions made during the year	2.21
- Write-off/ write-back of excess provisions	4.33
Closing balance	14.72

9. **Segment-wise Gross NPA:**

Segment wise Gross NPA (As on March 31, 2026)

S. No.	Segment-wise Gross NPA	Gross NPA (%)
	Retail	
	Mortgages (home loans and loans against property)	2.32%
	Gold loans	0.00%
	Vehicle loans	0.00%

	MFI	0.00%
	MSME	0.00%
	Capital market funding (loans against shares, margin funding)	0.00%
	Others	0.00%
	Wholesale	0.00%
	Infrastructure	0.00%
	Real estate (including builder loans)	0.00%
	Promoter funding	0.00%
	Any other sector (as applicable)	0.00%
	Others	0.00%
	Total	2.32%

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

Residual maturity profile of assets and liabilities as of March 31, 2026 –

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
Deposit	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Advances	906.92	3,526.00	3,535.81	13,650.69	33,354.52	73,394.29	1,36,535.51	41,893.79	3,06,797.53
Investments (FDs)	6,471.78	0.00	0.00	0.00	0.00	0.00	0.00	1,600.42	**8,072.20**
Borrowings	2537.07906	2110.8512	6209.3119	13204.064	28808.095	106871.18	82720.322	3007.196	**2,45,468.10**
FCA*	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
FCL*	201.11	201.11	201.11	201.11	201.11	201.11	201.11	201.11	**43,375.00**

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

Note: Unhedged Foreign currency exposure is Nil

11. **Disclosure of latest ALM statements to stock exchange: As on March 31, 2026 –**

Particulars	15 DAY TO 31 DAYS	OVER 1 MONTH TO 2 MONTHS	OVER 2 MONTHS TO 3 MONTHS	OVER 3 MONTHS TO 6 MONTHS	OVER 6 MONTHS TO 1 YEAR	OVER 1 YEAR TO 3 YEARS	OVER 3 YEARS TO 5 YEARS	OVER 5 YEARS	TOTAL AMOUNT
OUTFLOWS									
1) Capital									

1A) Equity and Perpetual Preference Shares	0.00	0.00	0.00	0.00	0.00	0.00	0.00	8,503.09	8,503.09
Tier II	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1B) Non-Perpetual Preference Shares	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2) Reserves & surplus									
Share Premium	0.00	0.00	0.00	0.00	0.00	0.00	0.00	15350.24	15350.24
Statutory/Special reserve U/S 45 IC (1)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	**4,874.56**	**4,874.56**
Profit and Loss	0.00	0.00	0.00	0.00	0.00	0.00	0.00	16288.41	16288.41
3) Gifts,Grants,Donations & benefactions									
4) Notes,Debentures									
4A) Plain Vanilla Debentures	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
4B) Debentures With Embedded Options/subordinated debt	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
4C) Fixed Rate Notes	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
5) Deposits									
5A) Term Deposits From Public	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
5B) ICD's	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
5C) CD's	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
6) Borrowings									
6A) Term Money Borrowings From Bank	2,738.19	2,765.97	6,487.28	12,713.15	26,101.20	96,850.24	68,116.72	43,864.06	2,59,636.81
6B) From PSU	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
6C) Other (NBFC)	0.00	1,353.45	2,706.90	10,020.93	4,603.60	859.55	0.00	0.00	19,544.43
6D) Cash credits, Working capital demand loans ,Commercial Papers & others	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

6E) NCD	0.00	0.00	0.00	0.00	0.00	0.00	9,661.85	0.00	9,661.85
7) Current Liabilities & Provisions									
7A) Sundry Creditors	150.00	100.00	100.00	200.00	1,350.49	0.00	0.00	0.00	1,900.49
7B) Expense Payable	881.61	0.00	0.00	22.45	373.53	0.00	1,152.01	205.81	2,635.41
7C) Advance Income Received	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
7D) Interest Payable On Bonds/Debentures/Deposits/Borrowings	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
7E) Provisions(Other Than For NPAs)	0.00	0.00	0.00	0.00	104.67	0.00	0.00	777.00	881.67
8) Contingent Liabilities									
8A) Letters Of Credit/Guarantees	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
8B) Loan Commitments Pending Disbursal	4257.91	5,570.96	9,306.56	0.00	0.00	0.00	0.00	0.00	19,135.42
8C) Lines Of Credit Commited To Other Institutions	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
8D) Outflows On Account Of Forward Exchange Contracts, Rupee/Dollar Swap and Bills Rediscounted	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
9) Others									
9A) Branch Current Account	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
9B) Statutory Liabilities	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
9C) Provision for Taxation	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
9D)Provision for Standard Assets	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
9E) Provision for NPA	0.00	0.00	0.00	0.00	0.00	0.00	0.00	38.52	38.52
9F) Security Depsoit	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
9G) Audit Fees	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
9H) Provision Covid -19	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

OUTFLOW TOTAL (A) =>	8027.71	9,790.38	18,600.74	22,956.53	32,533.49	97,709.79	78,930.58	89,901.69	3,58,450.90
INFLOWS									
1) Cash	77.23	0.00	0.00	0.00	0.00	0.00	0.00	0.00	77.23
2) Remittence In Transit	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
3) Balance With Banks	8079.79	5,150.46	500.00	1,462.89	969.09	0.00	0.00	0.10	16,162.33
3A) Current Account	1,134.67	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,134.67
3B) Fixed Deposit	6945.12	5,150.46	500.00	1,462.89	969.09	0.00	0.00	0.10	15,027.66
3C) Money At Call and short Notice	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
4) Investments(Net Of Provisions) Under Various Categories As Enumerated In Appendix-I									
4A) Mandatory Investments	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
4B) Non Mandatory Listed	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
4C) Non Mandatory Unlisted Securities	3,235.89	3,235.89	0.00	0.00	0.00	1,595.64	0.00	4.78	8,072.20
4D) Non Mandatory Unlisted Securities Having A Fixed Term Maturity	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
4E) Venture Capital Units	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
5) Advances(Performing)									
5A) Bills Of Exchange And Promissory Notes Discounted and rediscounted	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
5B) Term Loans(Only Rupee Loans)	906.92	3,526.00	3,535.81	13,650.69	33,354.52	73,394.29	1,31,392.25	40,095.70	2,99,856.18
5C) Corporate Loans/Short Term Loans	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

6) Non-Performing Loans (Net Of Provisions and ECGC Claims Received) Under Various Categories Enumerated In Appendix-I	0.00	0.00	0.00	0.00	0.00	0.00	5,143.25	1,798.09	0.00
7) Inflows From Assets On Lease/FL/SL	0.00	0.00	0.00	0.00	0.00	0.00	0.00	852.17	852.17
8) Fixed Assets(Excluding Assets On Lease)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,041.45	1,041.45
9) Other Assets	267.93	333.71	190.96	551.49	1,762.65	1,418.35	596.16	1,191.32	6,312.57
9A) Intangible Assets & Other Non Cash-Flow Items	0.00	0.00	0.00	0.00	0.00	0.00	0.00	205.39	0.00
9B) Interest And Other Income Receivable	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
9C) Others	267.93	333.71	190.96	551.49	1,762.65	1,418.35	596.16	985.93	6,107.18
10) Lines Of Credit Committed By Other Institutions(Inflows)	5,000.00	5,000.00	12,000.00	4,000.00	0.00	0.00	0.00	0.00	26,000.00
11) Bills Rediscounted(Inflows)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
12) Inflows On Account Of Forward Exchange Contracts,Dollar/Rupee Swap (Sell/Buy)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
13) Others	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
13A) Debtors	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
13B) Other advances	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
13C)Receivables under financing activity	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
13D) DTA	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
13E)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
INFLOW TOTAL (B) =>	17567.75	17,246.05	16,226.77	19,665.08	36,086.26	76,408.29	1,37,131.67	44,983.61	3,65,315.48
C.MISMATCH (B-A)	9540.05	7,455.68	-2,373.97	-3,291.46	3,552.77	-21,301.51	58,201.09	-44,918.07	6,864.58

D.CUMULATIVE MISMATCH	9,540.05	16,995.72	14,621.76	11,330.30	14,883.07	-6,418.44	51,782.65	6,864.58	

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

ALM STATEMENTS

Particulars	15 DAY TO 31 DAYS	OVER 1 MONTH TO 2 MONTHS	OVER 2 MONTHS TO 3 MONTHS	OVER 3 MONTHS TO 6 MONTHS	OVER 6 MONTHS TO 1 YEAR	OVER 1 YEAR TO 3 YEARS	OVER 3 YEARS TO 5 YEARS	OVER 5 YEARS	TOTAL AMOUNT
`OUTFLOWS									
1) Capital									
1A) Equity And Perpetual Preference Shares	0.00	0.00	0.00	0.00	0.00	0.00	0.00	8,503.09	8,503.09
Tier II	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1B) Non-Perpetual Preference Shares	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2) Reserves & surplus									
Share Premium	0.00	0.00	0.00	0.00	0.00	0.00	0.00	15350.24	15350.24
Statutory/Special reserve U/S 45 IC (1)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	**4,874.56**	**4,874.56**
Profit and Loss	0.00	0.00	0.00	0.00	0.00	0.00	0.00	16288.41	16288.41
3) Gifts,Grants,Donations & benefactions									
4) Notes,Bonds									
4A) Plain Vanilla Bonds/Debentures	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
4B) Bonds/Debentures With Embedded Options/subordinated debt	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
4C) Fixed Rate Notes	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
5) Deposits									
5A) Term Deposits From Public	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
5B) ICD's	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
5C) CD's	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
6) Borrowings									
6A) Term Money Borrowings From Bank	2,738.19	2,765.97	6,487.28	12,713.15	26,101.20	96,850.24	68,116.72	43,864.06	2,59,636.81
6B) From PSU	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

6C) Other (NBFC)	0.00	1,353.45	2,706.90	10,020.93	4,603.60	859.55	0.00	0.00	19,544.43
6D) Cash credits, Working capital demand loans ,Commercial Papers & others	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
6E) NCD	0.00	0.00	0.00	0.00	0.00	0.00	9,661.85	0.00	9,661.85
7) Current Liabilities & Provisions									
7A) Sundry Creditors	150.00	100.00	100.00	200.00	1,350.49	0.00	0.00	0.00	1,900.49
7B) Expense Payable	881.61	0.00	0.00	22.45	373.53	0.00	1,152.01	205.81	2,635.41
7C) Advance Income Received	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
7D) Interest Payable On Bonds/Debentures/Deposits/Borrowings	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
7E) Provisions(Other Than For NPAs)	0.00	0.00	0.00	0.00	104.67	0.00	0.00	777.00	881.67
8) Contingent Liabilities									
8A) Letters Of Credit/Guarantees	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
8B) Loan Commitments Pending Disbursal	4257.91	5,570.96	9,306.56	0.00	0.00	0.00	0.00	0.00	19,135.42
8C) Lines Of Credit Commited To Other Institutions	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
8D) Outflows On Account Of Forward Exchange Contracts, Rupee/Dollar Swap and Bills Rediscounted	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
9) Others									
9A) Branch Current Account	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
9B) Statutory Liabilities	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
9C) Provision for Taxation	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
9D)Provision for Standard Assets	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
9E) Provision for NPA	0.00	0.00	0.00	0.00	0.00	0.00	0.00	38.52	38.52
9F) Security Depsoit	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

9G) Audit Fees	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
9H) Provision Covid -19	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
OUTFLOW TOTAL (A) =>	8027.71	9,790.38	18,600.74	22,956.53	32,533.49	97,709.79	78,930.58	89,901.69	3,58,450.90
INFLOWS									
1) Cash	77.23	0.00	0.00	0.00	0.00	0.00	0.00	0.00	77.23
2) Remittence In Transit	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
3) Balance With Banks	8079.79	5,150.46	500.00	1,462.89	969.09	0.00	0.00	0.10	16,162.33
3A) Current Account	1,134.67	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,134.67
3B) Fixed Deposit	6945.12	5,150.46	500.00	1,462.89	969.09	0.00	0.00	0.10	15,027.66
3C) Money At Call and short Notice	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
4) Investments(Net Of Provisions) Under Various Categories As Enumerated In Appendix-I									
4A) Mandatory Investments	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
4B) Non Mandatory Listed	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
4C) Non Mandatory Unlisted Securities	3,235.89	3,235.89	0.00	0.00	0.00	1,595.64	0.00	4.78	8,072.20
4D) Non Mandatory Unlisted Securities Having A Fixed Term Maturity	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
4E) Venture Capital Units	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
5) Advances(Performing)									
5A) Bills Of Exchange And Promissory Notes Discounted and rediscounted	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
5B) Term Loans(Only Rupee Loans)	906.92	3,526.00	3,535.81	13,650.69	33,354.52	73,394.29	1,31,392.25	40,095.70	2,99,856.18
5C) Corporate Loans/Short Term Loans	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
6) Non-Performing Loans (Net Of Provisions and ECGC Claims Received)	0.00	0.00	0.00	0.00	0.00	0.00	5,143.25	1,798.09	0.00

Under Various Categories Enumerated In Appendix-I									
7) Inflows From Assets On Lease/FL/SL	0.00	0.00	0.00	0.00	0.00	0.00	0.00	852.17	852.17
8) Fixed Assets(Excluding Assets On Lease)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,041.45	1,041.45
9) Other Assets	267.93	333.71	190.96	551.49	1,762.65	1,418.35	596.16	1,191.32	6,312.57
9A) Intangible Assets & Other Non Cash-Flow Items	0.00	0.00	0.00	0.00	0.00	0.00	0.00	205.39	0.00
9B) Interest And Other Income Receivable	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
9C) Others	267.93	333.71	190.96	551.49	1,762.65	1,418.35	596.16	985.93	6,107.18
10) Lines Of Credit Committed By Other Institutions(Inflows)	5,000.00	5,000.00	12,000.00	4,000.00	0.00	0.00	0.00	0.00	26,000.00
11) Bills Rediscounted(Inflows)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
12) Inflows On Account Of Forward Exchange Contracts,Dollar/Rupee Swap (Sell/Buy)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
13) Others	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
13A) Debtors	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
13B) Other advances	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
13C)Receivables under financing activity	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
13D) DTA	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
INFLOW TOTAL (B) =>	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
C.MISMATCH (B-A)	17567.75	17,246.05	16,226.77	19,665.08	36,086.26	76,408.29	1,37,131.67	44,983.61	3,65,315.48
D.CUMULATIVE MISMATCH	9540.05	7,455.68	-2,373.97	-3,291.46	3,552.77	-21,301.51	58,201.09	-44,918.07	6,864.58

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

ANNEXURE 8
ILLUSTRATION OF DEBENTURE CASHFLOWS

Issuer	**MUTHOOT HOUSING FINANCE COMPANY LIMITED**
Face Value (per security)	Rs.10,000 (Rupees Ten Thousand only)
Deemed Date of Allotment	July 28, 2026
Redemption	The principal outstanding amount shall be amortized in the manner provided below. *Subject to Business Day Convention
Coupon Rate	10.25% per annum payable monthly on Coupon Payment Date(s).
Frequency of the Coupon	Monthly and on the Final Redemption Date
Day Count Convention	Actual/ Actual

Cash Flow Per Debenture

[PL NOTE: Please share the cashflows in the below format.]

DATE	NET CASH FLOW	PRINCIPAL	INTEREST	PRINCIPAL O/S
[•]	[•]	[•]	[•]	[•]

* The cash flow above is subject to the Business Day Convention.

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ANNEXURE 9

DISCLOSURE PRESCRIBED UNDER FORM PAS-4 OF THE COMPANIES (PROSPECTUS AND ALLOTMENT OF SECURITIES) RULES, 2014

Sr. No.	Disclosure Requirements	Reference
PART A		
1.	**GENERAL INFORMATION**	
(a)	Name, registered and corporate address, website and other contact details of the Company.	Please refer to the front page of this Key Information Document.
(b)	Date of incorporation of the Company	March 5, 2010
(c)	Business carried on by the Company and its subsidiaries with the details of branches or units, if any: (i) The description of the Company's Principal Business Activities are as under; (ii) Details about the subsidiaries of the Company with the details of \branches or units.	Please refer to the sections titled (i) '*Overview of Our Business/activities'*, (ii) '*Structure of the Group"* and (iii) '*Details of branches'* of the General Information Document.
(d)	Brief particulars of the management of the company: a) Details of Board of Directors of the Company & their profile; b) Details of Key Management Personnel of the Company & their profile.	Please refer to section titled '*Brief Particulars of the Management of the Issuer*' of the General Information Document.
(e)	Names, addresses, DIN and occupations of the directors	Please refer to section titled '*Management of the Company*' of the General Information Document.
(f)	Management's perception of risk factors;	Please refer to section titled '*Risk Factors'* of the General Information Document.
(g)	Details of default, if any, including therein the amount involved, duration of default and present status, in repayment of – (i) statutory dues; (ii) debentures and interest thereon; (iii) deposits and interest thereon; (iv) loan from any bank or financial institution and interest thereon.	Nil
(h)	Names, designation, address and phone number, email ID of the nodal/ compliance officer of the company, if any, for the private placement offer process;	**Name**: Mr. S. Sumesh **Address**: TC 14/2074-7, MuthootCentre, Punnen Road, Trivandrum – 695 039 Kerala, India. **Phone**: 0471 4911538 **Email Id**: sumesh.s@muthoot.com
(i)	Registrar of the Issue	MUFG Intime India Private Limited **[PL NOTE: Please confirm.]**
(j)	Valuation Agency:	Not applicable
(k)	Auditors:	Please refer to section titled '*Details of the auditors of the Issuer*' of the General Information Document.
(l)	Any Default in Annual filing of the company under the Companies Act or the rules made thereunder:	Nil

2.	**PARTICULARS OF THE OFFER**	
(a)	Financial position of the Company for the last 3 Financial Years;	Please refer to Section 21 of this Key Information Document.

Sr. No.	Disclosure Requirements	Reference
(b)	Date of passing of board/committee resolution;	Board resolution passed at the meeting of Board of Directors held on April 29, 2026 to borrow funds upto Rs. 300,00,00,000 (Rupees Three Hundred Crores) read with Debenture Issue Committee Resolution passed at the meeting of the Committee held on [•], 2026 for Issue of Debentures.
(c)	Date of passing of resolution in the general meeting, authorizing the offer of securities;	Special resolution passed in Extraordinary General Meeting held on June 02, 2026 under Sections 42 and 71 of Companies Act read with Companies (Prospectus and Allotment of Securities) Rules, 2014, and the Companies (Share Capital and Debentures) Rules, 2014 (including any statutory modification(s) or re-enactment(s) thereof, for the time being in force) as amended, or provisions of any other applicable law, to raise up to Rs. 6000,00,00,000 (Rupees Six Thousand Crores). Shareholder Resolution dated April 29, 2026 approving the borrowing limits for borrowing by the Company and the security limits for creation of security by the company pursuant to Section 180 of the Act.
(d)	Kinds of securities offered (i.e. whether share or debenture) and class of security; the total number of shares or other securities to be issued;	Debentures: Please refer to Section 2 (61) (*Issue Details*) of this Key Information Document.
(e)	Price at which the **security** is being offered including the premium, if any, along with justification of the price	Please refer Section 2(61) (*Issue Details*) of this Key Information Document.
(f)	Name and address of the valuer who performed valuation of the security offered, and basis on which the price has been arrived at along with report of the registered valuer.	Not applicable as the Debentures are issued at par.
(g)	Relevant date with reference to which the price has been arrived at;	Not Applicable
(h)	The class or classes of persons to whom the Allotment is proposed to be made;	Please refer to Section 2(61) (*Issue Details*) of this Key Information Document.
(i)	Intention of Promoters, Directors or Key Managerial Personnel to subscribe to the offer (applicable in case they intend to subscribe to the offer);	Not Applicable
(j)	The proposed time within which the Allotment shall be completed	Please refer to the 'Front Page' and Section 2(61) (*Issue Details*) of this Key Information Document.
(k)	The names of the proposed Allottees and the percentage of post private placement capital that may be held by them	Not Applicable

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

<table>
<tr><td>(l)</td><td>The change in control, if any, in the company that would occur consequent to the private placement</td><td>Not Applicable</td></tr>
<tr><td>(m)</td><td>The number of persons to whom Allotment on preferential basis / private placement / rights issue has already been made during the year, in terms of number of securities as well as price;</td><td><table><tr><th>Number of persons</th><th>number of shares allotted</th><th>Issue price per share (IN INR)</th><th>Mode of issue</th></tr><tr><td>1</td><td>50000</td><td>10000</td><td>Private Placement</td></tr></table></td></tr>
<tr><td>(n)</td><td>The justification for the Allotment proposed to be made for consideration other than cash
together with valuation report of the registered valuer</td><td>Not Applicable</td></tr>
<tr><td>(o)</td><td>Amount which the Company intends to raise by way of proposed offer of securities</td><td>Please refer to Section 2(61) (Issue Details) of this Key Information Document.</td></tr>
<tr><td>(p)</td><td>Terms of raising of securities:
(a) duration; if applicable
(b) rate of dividend or
rate of interest;
(c) mode of payment
(d) mode of repayment;</td><td>Please refer to Section 2(61) (Issue Details) of this Key Information Document.</td></tr>
<tr><td>(q)</td><td>Proposed time schedule for which the private placement offer cum application letter is valid</td><td>10:00am to 12:00 noon</td></tr>
<tr><td>(r)</td><td>Purposes and objects of the Offer</td><td>Please refer to Section 2(61) (Issue Details) of this Key Information Document</td></tr>
<tr><td>(s)</td><td>Contribution being made by the promoters or directors either as part of the offer or separately in furtherance of such objects;</td><td>Not Applicable</td></tr>
<tr><td>(t)</td><td>Principal terms of assets charged as security, if applicable;</td><td>Not applicable</td></tr>
<tr><td>(u)</td><td>The details of significant and material orders passed by the Regulators, Courts and Tribunals impacting the going concern status of the Company and its future operations;</td><td>Not Applicable</td></tr>
<tr><td>(v)</td><td>The pre-issue and post-issue shareholding pattern of the company</td><td>Please refer to Annexure 5 of this Key Information Document.</td></tr>
<tr><td>3.</td><td>MODE OF PAYMENT FOR SUBSCRIPTION</td><td>Cheque: Not Applicable
Demand Draft: Not Applicable
Other Banking Channels: Identified investors may use the below payment modes for subscription:
• Electronic clearing services (ECS)
• Real time gross settlement (RTGS)
• Direct credit or national electronic fund transfer (NEFT)</td></tr>
<tr><td>4.</td><td colspan="2">DISCLOSURES WITH REGARD TO INTEREST OF DIRECTORS, LITIGATION ETC:</td></tr>
<tr><td>(a)</td><td>Any financial or other material interest of the directors, promoters or managerial personnel in the offer and the effect of such interest in so far as it is different from the interests of other persons</td><td>Not Applicable</td></tr>
</table>

(b)	Details of any litigation or legal action pending or taken by any Ministry or Department of the Government or a statutory authority against any promoter of the offeree Company during the last three years immediately preceding the year of the issue of this Key Information Document and any direction issued by such Ministry or Department or statutory authority upon conclusion of such litigation or legal action shall be disclosed	Please refer to section titled '*Any Litigation Or Legal Action Pending Or Taken By A Government Department Or A Statutory Body Or A Regulatory Body During The Preceding Three Financial Years And The Current Financial Year Against The Promoter Of The Company'* of the General Information Document
(c)	Remuneration of directors (during the current year and last three Financial Years);	Please refer to section titled '*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)'* of the General Information Document.
(d)	Related party transactions entered during the last three Financial Years immediately preceding the year of issue of this Key Information Document including with regard to loans made or, guarantees given or securities provided;	Please refer to **Schedule III** (*Related Party Transactions*) of the General Information Document.
(e)	Summary of reservations or qualifications or adverse remarks of auditors in the last five Financial Years immediately preceding the year of issue of this Key Information 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 remark;	Nil
(f)	Details of any inquiry, inspections or investigations initiated or conducted under the Companies Act, or any previous Company law in the last three years immediately preceding the year of issue of this Key Information Document in the case of Company and all of its subsidiaries, and if there were any prosecutions filed (whether pending or not), fines imposed, compounding of offences in the last three years immediately preceding the year of this Key Information Document and if so, section-wise details thereof for the Company and all of its subsidiaries	Nil
(g)	Details of acts of material frauds committed against the Company in the last three years, if any, and if so, the action taken by the Company.	Please refer to Section 5 of the Undertaking section of the General Information Document.
5.	**FINANCIAL POSITION OF THE COMPANY**	
(a)	The capital structure of the company	Please refer to **Annexure 5** (*Shareholding Pattern*) of this Key Information Document.
(b)	size of the present offer;	Please refer to Section 2(61) (*Issue Details*) of this Key Information Document.
(c)	Paid-up capital: i. after the offer ii. after conversion of convertible	Not Applicable

	instruments (if applicable) share premium account (before and after the offer)	
(d)	Details of the existing share capital of the Issuer in a tabular form, indicating therein with regard to each Allotment, the date of Allotment, the number of shares allotted, the face value of the shares allotted, the price and the form of consideration.	Please refer to Section 29 (*Details of the Equity Share Capital for the preceding three Financial Years and current Financial Year*) of the General Information Document.
(e)	Number and price at which each of the allotments were made in the last one year preceding the date of the private placement offer cum application letter	
(f)	Profits of the company, before and after making provision for tax, for the three Financial Years immediately preceding the date of issue of private placement offer cum application letter	Please refer to the table under **Section 21** (*Key Operational and Financial Parameters of the Issuer*) of the General Information Document.
(g)	Dividends declared by the company in respect of the said three Financial Years; interest coverage ratio for last three years (Cash profit after tax plus interest paid/interest paid)	Please refer to the table under **Section 21** (*Key Operational and Financial Parameters of the Issuer*) of the General Information Document.
(h)	A summary of the financial position of the company as in the three audited financial statements immediately preceding the date of issue of private placement offer cum application letter	Please refer to the table under **Section 21** (*Key Operational and Financial Parameters of the Issuer*) of the General Information Document.
(i)	Audited Cash Flow Statement for the three years immediately preceding the date of issue of private placement offer cum application letter	Please refer to the table under **Section 21** (*Key Operational and Financial Parameters of the Issuer*) of the General Information Document.
(j)	Any change in accounting policies during the last three years and their effect on the profits and the reserves of the company	Nil
PART – B: APPLICATION FORM		Please refer to the section titled 'Application Form' in this Key Information Document.
6.	**DECLARATION BY THE DIRECTORS**	Please refer to the Section titled 'Declaration' in this Key Information Document.

ADDITIONAL DISCLOSURE PRESCRIBED UNDER PAS-4 OF COMPANIES ACT, 2013 AND SEBI NCS REGULATIONS AS NOT COVERED ABOVE

a.	Name and address of the valuer who performed valuation of the security offered, and basis on which the price has been arrived at along with report of the registered valuer;	Not applicable
b.	Relevant date with reference to which the price has been arrived at "Relevant Date" means a date atleast thirty days prior to the date on which the general meeting of the company is scheduled to be held	Not applicable
c.	The class or classes of persons to whom the Allotment is proposed to be made	The Allotment shall be made to class or classes of persons in accordance with Applicable Laws including Companies Act.
d.	Intention of promoters, directors or key managerial personnel to subscribe to the offer (applicable in case they intend to subscribe to the offer)	Not Applicable as the issue is for non-convertible debentures.
e.	The proposed time within which the Allotment shall be completed	The Allotment shall be completed on the Deemed Date of Allotment.

f.	The change in control, if any, in the company that would occur consequent to the private placement	Not Applicable as the issue is for non-convertible debentures.
g.	The number of persons to whom Allotment on preferential basis/ private placement/ rights issue has already been made during the year, in terms of number of securities as well as price	Nil
h.	The justification for the Allotment proposed to be made for consideration other than cash together with valuation report of the Registered Valuer	Not Applicable as there will be no consideration other than cash.
i.	Amount which the company intends to raise by way of securities	INR 50,00,00,000 (Indian Rupees Fifty Crore)
j.	Terms of raising securities: Duration of securities, if applicable, Rate of dividend or rate of interest, mode of payment and repayment;	Please refer to Section 2(61) (*Issue Details*) of this Key Information Document.
k.	Purposes and objects of the offer	Please refer to Section 2(61) (*Issue Details*) of this Key Information Document.
l.	Contribution being made by the promoters or directors either as part of the offer or separately in furtherance of such objects;	Nil
m.	Principle terms of assets charged as security, if applicable;	Not applicable
n.	The details of significant and material orders passed by the Regulators, Courts and Tribunals impacting the going concern status of the company and its future operations	Not applicable

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

ANNEXURE 10

APPLICATION FORM

MUTHOOT HOUSING FINANCE COMPANY LIMITED

A public limited company incorporated under the Companies Act, 1956 and validly existing under the Companies Act, 2013

Date of Incorporation: March 3, 2010

Registered Office: TC 14/2074-7, Muthoot Centre,
Punnen Road, Trivandrum – 695 039
Kerala, India.

Telephone No.: 04714911538

Website: https://muthoothousing.com/

DEBENTURE SERIES APPLICATION FORM SERIAL NO.									

50,000 (FIFTY THOUSAND) RATED, LISTED, UNSECURED, FULLY PAID UP REDEEMABLE, TAXABLE, NON-CONVERTIBLE DEBENTURES HAVING A FACE VALUE OF INR 10,000/- (INDIAN RUPEES TEN THOUSAND ONLY) PER DEBENTURE WITH AN ISSUE SIZE OF INR 50,00,00,000 (INDIAN RUPEES FIFTY CRORE) (THE "ISSUE").

DEBENTURE SERIES APPLIED FOR:

Number of Debentures: ____In words: _____-only

Amount INR_____/-In words Indian Rupees :_____Only

DETAILS OF PAYMENT:

Cheque / Demand Draft / RTGS

No. _____ Drawn on_____

Funds transferred to [.]

Dated _____

Total Amount Enclosed

(In Figures) INR_/- (In words) _Only

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

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

APPLICANT'S ADDRESS

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

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

I AM/ WE ARE ( ) COMPANY ( ) OTHERS ( ) 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 [__] ("**General Information Document**") issued by the Issuer and have considered these in making our decision to apply. We bind ourselves to these Terms and Conditions and wish to apply for allotment of these Debentures. We request you to please place our name(s) on the Register of Debenture Holders.

Name of the Authorised Signatory(ies)	Designation	Signature

Applicant's Signature:

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

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

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

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

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

(Note: Cheque and Drafts are subject to realisation)

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

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

Applicant's Signature

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

(Note : Cheque and Drafts are subject to realisation)

---------- (TEAR HERE) ----------

ACKNOWLEDGMENT SLIP

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

Received from _____

Address_____

_____

Cheque/Draft/UTR # _____ Drawn on _____ for INR _____ on account of application of _____ Debenture

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

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:

Beneficiary A/C Name:	[.]
Bank Account No.	[.]
IFSC CODE:	[.]
Bank Name	[.]
Branch Address:	[.]

The Company undertakes that the application money deposited in the above-mentioned bank account shall not be utilized for any purpose other than
a) for adjustment against allotment of securities; or
b) for the repayment of monies where the company is unable to allot securities.

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

5. All applicants should mention their Permanent Account No. or their GIR No. allotted under Income Tax Act, 2025 and the Income Tax Circle/Ward/District. In case where neither the PAN nor the GIR No. has been allotted, the fact of non-allotment should be mentioned in the application form in the space provided. Income Tax as applicable will be deducted at source at the time of payment of interest including interest payable on application money.

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

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

ANNEXURE 11
DEBENTURE TRUSTEE AGREEMENT

Annexed separately