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

S. no: 2026-27/NCD/05 w.r.t General Information Document dated November 25, 2025

KEY INFORMATION DOCUMENT

NEOGROWTH
Lending simplified. Growth amplified.

NEOGROWTH CREDIT PRIVATE LIMITED
A private limited company incorporated under the Companies Act, 1956
Date of Incorporation: May 17, 1993
Registered Office: Times Square, Tower E, 9th Floor, Andheri Kurla Road, Marol, Andheri East, Mumbai, Maharashtra - 400059, India
Telephone: +022-4921 9999

Key Information Document for the issue of Debentures on a private placement basis
DATED: September 28, 2026

KEY INFORMATION DOCUMENT FOR ISSUE OF UP TO 4000 (FOUR THOUSAND) RATED, LISTED, UNSUBORDINATED, SECURED, REDEEMABLE, TRANSFERABLE, TAXABLE, NON-CONVERTIBLE DEBENTURES EACH HAVING A FACE VALUE OF INR 1,00,000/- (INDIAN RUPEES ONE LAKH ONLY) AGGREGATING TO INR 40,00,00,000/- (INDIAN RUPEES FORTY CRORES ONLY) ("DEBENTURES"), ON A PRIVATE PLACEMENT BASIS (THE "ISSUE") BY NEOGROWTH CREDIT PRIVATE LIMITED.

PART A:

I. BACKGROUND:

The Company has issued a general information document dated November 25, 2025 (hereinafter as the "**General Information Document**") in accordance with the terms of the SEBI Debt Listing Regulations (as defined below) *inter alia* in relation to the issuance of non-convertible debentures by the Company from time to time and setting out the relevant disclosure(s) thereto.

This key information document (hereinafter the "**Key Information Document**") is in relation to the Debentures to be issued by NeoGrowth Credit Private Limited (the "**Issuer**" or "**Company**") on a private placement basis and contains relevant information and disclosures required for the purpose of issuing of the Debentures. The issue of the Debentures described under this Key Information Document has been authorised by the Issuer through the resolution passed by the Board of Directors dated May 07, 2026, read with the resolution passed by the Resource and Mobilization Committee of the Board of Directors dated September 16, 2026 and the resolutions passed by the shareholders of the Issuer dated July 31, 2026, in accordance with the provisions of the Companies Act, 2013 and the Memorandum and Articles of Association of the Company. The present issue of the Debentures in terms of this Key Information Document is within the overall powers of the board of directors as per the above shareholder resolution.

This Key Information Document contains *inter alia* the details of offer and issuance of the Debentures in respect of which this Key Information Document is being issued, the financial information of the Issuer, the material

changes in the information provided in the General Information Document and any material developments since the issue of the General Information Document (which have not already been disclosed in the General Information Document). Accordingly, this Key Information Document sets out below the additional/updated/changed information/particulars, which additional/updated/changed information/particulars shall be read in conjunction with other information/particulars appearing in the General Information Document. All other particulars appearing in the General Information Document shall remain unchanged. In the case of any inconsistency between the terms of this Key Information Document and the General Information Document and/or the terms of this Key Information Document, the terms as set out in this Key Information Document shall prevail.

II. DISCLOSURES AS PER SEBI DEBT LISTING REGULATIONS:

Please see below certain disclosures as required under the terms of the SEBI Debt Listing Regulations (*as defined below*) to the extent that the same have not already been disclosed in the General Information Document:

S.no	PARTICULARS	RELEVANT DISCIOSURE
1.	**A disclosure that 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 as the present Issue is in relation to the private placement of Debentures.
2.	**Type of issue document**	This Key Information Document is being issued in relation to the private placement of Debentures.
3.	**The nature, number, price and amount of securities offered and issue size (base issue or green shoe), as may be applicable**	Issue of up to 4000 (Four Thousand) rated, listed, unsubordinated, secured, redeemable, transferable, taxable, non-convertible debentures each having a face value of INR 1,00,000/- (Indian Rupees One Lakh Only) aggregating to INR 40,00,00,000/- (Indian Rupees Forty Crores Only) ("**Debentures**") on a private placement basis (the "**Issue**").
4.	**Issue Schedule**	Date of opening of the Issue: September 28, 2026 Date of closing of the Issue: September 28, 2026 Deemed Date of Allotment: September 29, 2026 Date of earliest closing of the Issue (if any): NA The Issue shall be open for subscription during the banking hours on each day during the period covered by the issue schedule.
5.	**Credit Rating of the security / Issue (cross reference of press release to be provided) along with all the ratings obtained by the Issuer for that security / Issue.**	The Debentures proposed to be issued by the Issuer have been rated by ICRA Limited ("**Rating Agency**") The Rating Agency has vide its letters dated September 18, 2026 and rating rationale and press release dated September 18, 2026 (which press release can be accessed at: www.icra.in), assigned a rating of "**ICRA BBB**" '**Negative' Outlook**"

		(pronounced as "**ICRA Triple B**") with a 'negative' outlook in respect of the Debentures. The above rating is 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 rating agency and should be evaluated independently of any other ratings. Please refer to Annexure **III** of this Key Information Document for the above-mentioned dated letter and latest rating rationale from the Rating Agency assigning the credit rating abovementioned and the press release by the Rating Agency in this respect.
6.	**The name(s) of the stock exchanges where the securities are proposed to be listed**	The Debentures are proposed to be listed on the wholesale debt market of the BSE Limited / Bombay Stock Exchange ("**BSE**").
7.	**The details of eligible investors**	The following categories of investors, when specifically approached and have been identified upfront, are eligible to apply for this private placement of Debentures subject to fulfilling their respective investment norms/rules and compliance with laws applicable to them by submitting all the relevant documents along with the Application Form ("**Eligible Investors**"): (a) Individuals; (b) Hindu Undivided Family; (c) Trust; (d) Limited Liability Partnership; (e) Partnership Firm(s); (f) Portfolio Managers registered with SEBI (g) Association of Persons; (h) Companies and Body Corporates including all Public Sector Undertakings; (i) Commercial Banks; (j) Regional Rural Banks; (k) Financial Institutions; (l) Insurance Companies; (m) Mutual Funds; (n) Foreign Portfolio Investors (FPIs) / Foreign Institutional Investors (FIIs) / sub-accounts of FIIs; and (o) Any other investor eligible to invest in the Debentures. All potential investors are required to comply with the relevant regulations/guidelines applicable to them for investing in this issue of Debentures.

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

<table>
<tr><td></td><td></td><td>Note: Participation by potential investors in the Issue may be subject to statutory and/or regulatory requirements applicable to them in connection with subscription to Indian securities by such categories of persons or entities. Applicants are advised to ensure that they comply with all regulatory requirements applicable to them, including exchange controls and other requirements. Applicants ought to seek independent legal and regulatory advice in relation to the laws applicable to them.</td></tr>
<tr><td>8.</td><td>Coupon / dividend rate, coupon / dividend payment frequency, redemption date, redemption amount and details of debenture trustee</td><td>In respect of the Coupon Rate, the Coupon Payment Frequency, the Redemption Date and Redemption Amount in respect of the Debentures, please refer to Section 2.1 (Issue Details) of this Key Information Document.

The details of Debenture Trustee are set out below in paragraph III (Details of the following parties in relation to the Issue) of Part A of this Key Information Document.</td></tr>
<tr><td>9.</td><td>Inclusion of a compliance clause in relation to electronic book mechanism and details pertaining to uploading the disclosure document on the Electronic Book Provider Platform</td><td>This Issue, offer and subscription to the Debentures shall be made by the Eligible Investors through the electronic book mechanism as prescribed by SEBI and BSE under the EBP Guidelines (as defined below) by placing bids on the EBP platform during the period of the Issue. The Eligible Investors should also refer to the operational guidelines of the EBP in this respect. The disclosures required pursuant to the EBP Guidelines (as defined below) are set out hereinbelow:

<table>
<tr><td>Details of size of the Issue including green shoe option, if any</td><td>Total Issue: up to 4000 (Four Thousand) rated, listed, unsubordinated, secured, redeemable, transferable, taxable, non-convertible debentures each having a face value of INR 1,00,000/- (Indian Rupees One Lakh Only) aggregating to INR 40,00,00,000/- (Indian Rupees Forty Crores Only)
Green Shoe Option: Nil</td></tr>
<tr><td>Interest rate parameter</td><td>Fixed coupon</td></tr>
<tr><td>Bid opening and closing date</td><td>Bid opening date: September 28, 2026 and
Bid closing date: September 28, 2026</td></tr>
<tr><td>Minimum Bid lot</td><td>100 (One Hundred) Debentures bearing face value of INR 1,00,000</td></tr>
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</td></tr>
</table>

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		<table><tr><td></td><td>(Indian Rupees One Lakh) each and in multiples of 1 Debenture(s) thereafter.</td></tr><tr><td>**Manner of bidding in the Issue**</td><td>Closed Bidding</td></tr><tr><td>**Manner of allotment in the Issue**</td><td>The allotment of Debentures will be done on Uniform Yield basis in accordance with EBP Guidelines.</td></tr><tr><td>**Manner of settlement in the Issue**</td><td>Pay-in of funds through ICCL and the account details are given in Section 8.9 (*Issue Procedure*)</td></tr><tr><td>**Settlement cycle**</td><td>T+1; where T refers to the date of bidding/ issue day</td></tr></table> Please also refer to Section 8 (*Issue Procedure*) of this Key Information Document for the detailed process in respect of the subscription of an Issue.
10.	**Specific declaration requested by BSE: non-equity regulatory capital**	This issue of Debentures does not form part of non-equity regulatory capital mentioned under Chapter V of the NCS Listing Regulations.
11.	**Disclosure of filing**	Given this is a private placement of non-convertible securities, there shall be no requirement of filing the same with the Registrar of Companies pursuant to the Section 26(4) of the Companies Act, 2013.
12.	**Re-issuance of Debentures**	The Issuer reserves the right to make multiple issuances under the same ISIN. Any such issue can be made either by way of creation of a fresh ISIN or by way of issuance under an existing ISIN at premium/par/discount as the case may be.

III. DETAILS OF THE FOLLOWING PARTIES IN RELATION TO THE ISSUE:

DETAILS OF DEBENTURE TRUSTEE FOR THE ISSUE	DETAILS OF CREDIT RATING AGENCY FOR THE ISSUE	DETAILS OF REGISTRAR TO THE ISSUE
CATALYST TRUSTEESHIP LIMITED Address: GDA House, First Floor,	**ICRA LIMITED** Address: 3rd Floor, Electric Mansion	**KFIN TECHNOLOGIES LIMITED**

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Plot No. 85 S. No. 94 & 95, Bhusari Colony (Right), Kothrud, Pune, Maharashtra - 411038, India corporate office at Unit No-901, 9th Floor,Tower-B, Peninsula Business Park, Senapati Bapat Marg, Lower Parel (W), Mumbai-400013, Maharashtra, India Tel: 02249220555 +912249220505 Email: compliancectl-mumbai@ctltrustee.com Contact Person: Mr. Umesh Salvi, Managing Director	Appasaheb Marathe Marg, Prabhadevi, Mumbai - 400 025 Tel: +91 22 6169 3300 Email: jui.kulkarni@icraindia.com Contact Person: Jui J. Kulkarni	(formerly known as KFin Technologies Private Limited) Reg Office Address: 301, The Centrium, 3rd Floor, 57, Lal Bahadur Shastri Road, Nav Pada, Kurla (West), Mumbai, Maharashtra, India, 400070 Corporate Office Address: - Selenium Tower-B, Plot No. 31 & 32, Financial District, Nanakramguda, Serilingampally, Hyderabad - 500 032, India Tel: +91 40 6716 2222 Email: jagannadh.chakka@kfintech.com Contact Person: Chakka Jagannath
DETAILS OF STATUTORY AUDITORS		
KKC & ASSOCIATES LLP (formerly Khimji Kunverji & Co. LLP), CA Address: Sunshine Tower, Level 19, Senapati Bapat Marg, Prabhadevi, Mumbai, Maharashtra, India, 400013 Telephone Number: +91 22 6143 7333 Email address: info@kkcllp.in Website: www.kkcllp.in Contact Person: Mr. Vinit Jain Peer Review Certificate No. 016960		

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SECTION 1: DEFINITIONS AND ABBREVIATIONS

Unless the context otherwise indicates or requires, the following terms shall have the meanings assigned below in this Key Information Document. Capitalised terms used but not defined herein shall have the meaning assigned to such term in the General Information Document.

TERM	DEFINITION/PARTICULARS
Act or Companies Act	means the Companies Act, 2013, and shall include any re-enactment, amendment or modification of the Companies Act, 2013, as in effect from time to time.
Allot/Allotment/Allotted	means the allotment of the Debentures pursuant to this Issue.
Applicable Accounting Standards	means the generally accepted accounting principles, standards and practices in India or any other prevailing accounting standard in India as may be applicable, and includes the Indian Accounting Standards (IND-AS).
Applicable Law/ Law	means any applicable law, code, ordinance, interpretation, guideline, directive, judgment, injunction, decree, treaty, regulation, rule or order of any court, tribunal or Governmental Authority, in force in India.
Applicants	means the persons who have submitted a completed Application Form to the Issuer and "Applicant" shall be construed accordingly.
Application Form	means the form used by the recipient of this Key Information Document, to apply for subscription to the Debentures, which is in the form annexed to this Key Information Document and marked as **Annexure I** (*Application Form*).
Application Money	means the subscription amounts paid by the Applicants at the time of submitting the Application Form.
Arun Nayyar	Mr. Arun Nayyar, a citizen of India aged about 50 (fifty)) years, holding permanent account number ACBPN8095K, and residing at Apartment 105, D wing, Castle Rock building, Hiranandani Gardens, Powai, Mumbai 400076 currently holding the position of managing director and chief executive officer in the Company;
Assets	means, for any date of determination, the assets of the Company on such date as the same would be determined in accordance with Applicable Accounting Standards at such date.
Authorisation	means an authorisation, consent, approval, resolution, license, exemption, filing, notarisation or registration
Board of Directors	shall mean the board of directors of the Company.
Business Day	(a) subject to (b) below, any day, other than a public holiday under Section 25 of the Negotiable Instruments Act, 1881 or a Sunday, on which banks are open for general business in the Place(s) of Business; and (b) in the context of determination of the Record Date or the first date of a Register Closure period, any day when the Depository is open for general business in the Place(s) of Business.
CDSL	means the Central Depository Services (India) Limited.

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TERM	DEFINITION/PARTICULARS
CERSAI	means the Central Registry of Securitisation Asset Reconstruction and Security Interest of India.
Client	means each client of the Issuer.
Client Protection Claim	means any claim, proceeding or investigation by a Person in respect of any Client Protection Laws.
Client Protection Laws	means any laws, rules or regulations applicable to the Company as a non-banking finance company or otherwise concerning consumer protection matters.
Company/Issuer/ NeoGrowth	means NeoGrowth Credit Private Limited, a company incorporated under the Companies Act, 1956 having corporate identification number U51504MH1993PTC251544 and registered as a non-banking financial company with the RBI bearing registration no. B-13.02077 dated September 12, 2014, having its registered office at Times Square, Tower E, 9th Floor, Marol, Andheri-Kurla Road, Andheri East, Marol Naka, Mumbai - 400059, Maharashtra, India.
Conditions Precedent	means the conditions precedent set out under the heading in (*Summary Terms*) of this Key Information Document.
Conditions Subsequent	means the conditions subsequent set out in (*Summary Terms*) of this Key Information Document.
Constitutional Documents	means in respect of the Issuer, its memorandum of association, its articles of association, its certificate of incorporation, and its certificate of registration from the RBI.
Control	has the meaning given to the term under the Securities and Exchange Board of India (Substantial Acquisition of Shares and Takeovers) Regulations, 2011.
Consent Letter	has the meaning given to it in Section 2.1 (*Issue Details*) of this Key Information Document.
Cure Period for breach of Affirmative Covenants	has the meaning given to it in Section 2.1 (*Issue Details*) of this Key Information Document.
Cure Period for breach of Financial Covenants	has the meaning given to it in Section 2.1 (*Issue Details*) of this Key Information Document.
Coupon	means the coupon payable on the Debentures on the Coupon Payment Dates, at the Coupon Rate.
Coupon Payment Date	means the payment dates as specified in Annexure II (*Illustration of Bond Cash Flows*) of this Key Information Document.
Coupon Period	means each period between 2 (two) successive Coupon Payment Dates.
Coupon Rate	12.00 % (Twelve point zero zero per cent) per annum gross of applicable tax payable quarterly.
Crore	means ten million
Dhruv Khaitan	means Mr. Dhruv Khaitan, a citizen of India aged about 77 (Sventy Seven)) years, holding permanent account number AAFPK4467N, and residing at 411, 11th Floor, Samudra Mahal, Dr. Annie Besant Road, Worli, Mumbai – 400011.

TERM	DEFINITION/PARTICULARS
Debenture Holders / Investors	means the persons who are, for the time being and from time to time, the holders of the Debentures and, whose names appear in the Register of Beneficial Owners
Debenture Trust Deed/DTD	means the debenture trust deed executed / to be executed by and between the Debenture Trustee and the Issuer which will set out the terms upon which the Debentures are being issued and shall include the representations and warranties and the covenants to be provided by the Issuer.
Debenture Trustee	Catalyst Trusteeship Limited
Debenture Trustee Agreement	means the debenture trustee agreement dated 21st September 2026, entered into by the Company and the Debenture Trustee.
Debenture Trustees Regulations or SEBI Debenture Trustees Regulations	means the Securities and Exchange Board of India (Debenture Trustees) Regulations, 1993 (as amended, modified or restated from time to time).
Debentures/NCDs	means 4,000 (Four Thousand) rated, listed, unsubordinated, secured, taxable, transferable, redeemable non-convertible Debentures. denominated in Indian Rupees, having a face value of INR 1,00,000 (Indian Rupees One Lakh) each and an aggregate nominal value of INR 40,00,00,000 (Indian Rupees Forty Crores Only).
Debt Disclosure Documents	means, collectively, the Offer Letter, the General Information Document, and this Key Information Document, and "Debt Disclosure Document" means any one of them.
Debt Listing Regulations or SEBI Debt Listing Regulations or SEBI NCS Regulations or SEBI ILNCS Regulations	means the Securities and Exchange Board of India (Issue and Listing of Non-Convertible Securities) Regulations, 2021, as amended, modified, supplemented or restated from time to time.
Deemed Date of Allotment	means September 29, 2026, the date on which the Debentures are deemed to have been allotted to the Debenture Holders.
Default Interest	has the meaning given to it in Section 3.7(a) (*Default in Payment*) of this Key Information Document.
Demat	means dematerialized securities which are securities that are in electronic form, and not in physical form, with the entries noted by the Depository.
Depositories Act	means the Depositories Act, 1996, as amended from time to time
Depositories	means the depositories with which the Issuer has made arrangements for dematerialising the Debentures, being NSDL and CDSL, and "Depository" means any one of them.
Depository Participant / DP	means a depository participant as defined under the Depositories Act
Director(s)	means the director(s) of the Issuer.
Due Date(s)	means in respect of any Redemption Installment, premature redemption, interest or liquidated damages and all other monies payable under the Debenture Trust Deed, the date on which such amounts are due and payable, and includes Redemption Dates,

TERM	DEFINITION/PARTICULARS
	Early Redemption Date and Interest Payment Dates
Early Redemption Events	has the meaning given to it in Section 2.1 (*Summary Terms*) of this Key Information Document.
EBP Platform	has the meaning given to it under the EBP Requirements.
Effective Date	means the date of execution of the Debenture Trust Deed.
Electronic Book Provider / EBP	has the meaning given to it under the EBP Requirements.
Eligible Investors	The following categories of investors, when specifically approached and have been identified upfront, are eligible to apply for this private placement of Debentures subject to fulfilling their respective investment norms/rules and compliance with laws applicable to them by submitting all the relevant documents along with the Application Form ("**Eligible Investors**"): (a) Individuals; (b) Hindu Undivided Family; (c) Trust; (d) Limited Liability Partnership; (e) Partnership Firm(s); (f) Portfolio Managers registered with SEBI (g) Association of Persons; (h) Companies and Body Corporates including all Public Sector Undertakings; (i) Commercial Banks; (j) Regional Rural Banks; (k) Financial Institutions; (l) Insurance Companies; (m) Mutual Funds; (n) Foreign Portfolio Investors (FPIs) / Foreign Institutional Investors (FIIs) / sub-accounts of FIIs; and (o) Any other investor eligible to invest in the Debentures. All potential investors are required to comply with the relevant regulations/guidelines applicable to them for investing in this issue of Debentures. **Note:** Participation by potential investors in the Issue may be subject to statutory and/or regulatory requirements applicable to them in connection with subscription to Indian securities by such categories of persons or entities. Applicants are advised to ensure that they comply with all regulatory requirements applicable to them, including exchange controls and other requirements. Applicants ought to seek independent legal and regulatory advice in relation to the laws applicable to them.
Equity	means the total equity of the Company, including shareholders' equity (including premium), reserves, retained earnings or losses, current year cumulated Net Income or loss adjusted against

TERM	DEFINITION/PARTICULARS
	collateral provided against Off-Balance Sheet Portfolio
Event of Default	means any event or circumstance set out in (*Summary Terms*) of this Key Information Document.
Financial Supervisory Authorities	means the RBI
Fee Letter	has the meaning given to it in Section 2.1 (*Issue Details*) of this Key Information Document.
Final Redemption Date	means the date occurring on the expiry of a period of 21 (twenty one) months from the Deemed Date of Allotment as more particularly set out in Annexure II (*Illustration of Bond Cash Flows*) of this Key Information Document.
Final Settlement Date	means the date on which all Secured Obligations of the Issuer under the Transaction Documents have been irrevocably and unconditionally paid and discharged in full to the satisfaction of the Debenture Holders.
Financial Indebtedness	means any indebtedness for or in respect of: (a) moneys borrowed; (b) any amount raised by acceptance under any credit facility; (c) any amount raised pursuant to any note purchase facility or the issue of bonds, notes, debentures, loan stock or any similar instrument; (d) any amount payable for redemption of any redeemable preference share which: i. is redeemable at the option of the Company; or ii. according to the terms of its issue, is redeemable prior to the maturity of the Debentures; (e) the amount of any liability in respect of any lease or hire purchase contract which would, in accordance with Applicable Accounting Standards, be treated as a finance or capital lease; (f) receivables sold or discounted (other than any receivables to the extent they are sold on a non-recourse basis); (g) any amount raised under any other transaction (including any forward sale or purchase agreement) having the commercial effect of a borrowing; (h) the acquisition cost of any asset or service to the extent payable before or after its acquisition or possession by the party liable where the advance or deferred payment:

TERM	DEFINITION/PARTICULARS
	i. is arranged primarily as a method of raising finance or of financing the acquisition of that asset or service or the construction of that asset or service; or ii. involves a period of more than six months before or after the date of acquisition or supply; (i) any derivative transaction entered into in connection with protection against or benefit from fluctuation in any rate or price (and, when calculating the value of any derivative transaction, only the marked to market value shall be taken into account); (j) any counter-indemnity obligation in respect of a guarantee, indemnity, bond, standby or documentary letter of credit or any other instrument issued by a bank or financial institution; (k) any obligation under any call or put option arrangement in respect of any shares or any form of guarantee or indemnity in respect of any call or put option arrangement; and (l) without double counting, the amount of any liability in respect of any guarantee or indemnity for any of the items referred to in paragraphs (a) to (k) above.
Financial Year/ FY	means the financial year of the Issuer used for the purposes of accounting.
Final Redemption Date	June 29, 2028
Fraudulent Practice	means any action or omission including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial benefit or to avoid an obligation.
Force Majeure Event	means any event, circumstance or cause beyond the reasonable control of the Company which prevents, hinders or delays the performance of the Company's obligations hereunder, including but not limited to acts of God, natural disasters, extreme weather events, epidemics, pandemics, war, terrorism, civil unrest, riots, strikes, lockouts, labor disputes, acts of government or governmental authorities, expropriation, nationalization, sanctions, embargoes, failure of utilities or transportation, cyber-attacks, radioactive or chemical contamination, and any failure by third parties (including suppliers, service providers, or counterparties) to perform their obligations where such failure

TERM	DEFINITION/PARTICULARS
	itself results from a Force Majeure Event.
General Information Document	means the general information document dated November 25, 2025 issued by the Issuer for subscription to non-convertible securities to be issued by the Issuer (including the Debentures) on a private placement basis in accordance with the Debt Listing Regulations.
Governmental Authority	means any government (central, state or otherwise) or any governmental agency, semi-governmental or judicial or quasi-judicial or administrative entity, department or authority, agency or authority including any stock exchange or any self-regulatory organization, established under any Law.
Gross Non Performing Assets/ GNPA	has the meaning given to the term in the NBFC Directions.
Gross Loan Portfolio	means and includes the outstanding principal amounts of the Loans originated by the Company on its own books, securitized portfolio as well as Loans originated on behalf of other entities by entering into partnership agreements but not included on the Company's own book. It is hereby clarified that for the purpose of calculating Gross Loan Portfolio, write offs done in the trailing twelve months will added back to the outstanding principal amounts of the Loans
Group Entity	means and refers to the subsidiaries of the Company, associate companies (as defined under the extant Companies Act, 2013) of the Company, and the entities under Control of the Company, from time to time, and "**Group Entity**" shall mean anyone of them.
Hypothecation Agreement	means the unattested hypothecation agreement, dated on or about the Deemed Date of Allotment, to be executed and delivered by the Company in a form acceptable to the Debenture Trustee securing the due repayment of the Payment Obligations.
Hypothecation Confirmation Letter	mean the letter(s) to be issued by the Company to the Debenture Trustee in terms of the Hypothecation Agreement substantially in the format prescribed therein..
Hypothecated Assets	has the meaning given to it in Section 2.1 (*Summary Terms*) of this Key Information Document.
ICCL	means the Indian Clearing Corporation Limited.
Information Utility	has the meaning given to the term in The Insolvency and Bankruptcy Code, 2016;
Interest Payment Date	means the payment dates in respect of the Debentures as specified in Annexure II *(Illustration of Bond Cashflows)* hereto, unless such day is not a Business Day, in which case the payment date is the subsequent Business Day
Issue	means the issuance of the Debentures by way of private placement.
Issue Closing Date	September 28, 2026
Issue Opening Date	September 28, 2026
Issue Terms and Conditions	means the terms and conditions on the part of the Company to be observed and performed as set out in Section 2.6 (*Issue Terms and*

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	Conditions) of this Key Information Document till the Final Settlement Date and as the same may, from time to time, be modified in accordance with these presents.
Key Information Document	means this key information document to be issued by the Company on or about the date of this DTD for subscription to the Debentures on a private placement basis in accordance with the Debt Listing Regulations.
Listed NCDs 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 Circlar for issue and listing of Non-convertible Securities, Securitised Debt Instruments, Security Receipts, Municipal Debt Securities and Commercial Paper*", as amended, modified, supplemented or restated from time to time.
Loan/ Client Loan	means an assistance by way of a rupee loan, lent and advanced by the Company to an Obligor pursuant to a Loan Agreement and "**Loans**" shall mean the aggregate of all such loans lent and advanced by the Company to the Obligors.
Loan Agreement	means an agreement entered into between the Company and an Obligor (as amended, modified and altered from time to time) setting out the terms and conditions on which the Company has agreed to lend and advance a Loan to the Obligor, and "**Loan Agreements**" shall mean all such agreements collectively.
Loan Loss Provisions	means the outstanding provision in the balance sheet of the Company pertaining to on book and securitised book assets to provide for potential losses.
Location of Dispute Resolution.	has the meaning given to it in Section 2.1 (*Issue Details*) of this Key Information Document.
Listing Period	has the meaning given to it in Section 2.1 (*Issue Details*) of this Key Information Document.
Local Currency	means the lawful currency of India, being as at the date of the DTD, Indian Rupees.
LODR Regulations or SEBI LODR Regulations	means the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015, as amended, modified, supplemented or restated from time to time.
Mandatory Redemption	has the meaning given to it in Section 2.6 (*Issue Terms and Conditions*) of this Key Information Document.
Mandatory Redemption Event	means the occurrence of an event whereby any the credit rating of the Debentures is downgraded below the Minimum Rating by 2 (two) or more notches.
Mandatory Redemption Notice	has the meaning given to it in Section 2.6 (*Issue Terms and Conditions*) of this Key Information Document.
Majority Debenture Holders	means such number of Debenture Holders collectively holding more than 50% (fifty percent) of the value of the Outstanding Principal Amounts.
Majority Resolution	means resolution approved by Majority Debenture Holders, either in a poll or in a meeting of the Debenture Holders.

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Management Control	means (i) the right to appoint or remove the majority of directors on the board of directors of the Company or such other person who may be charged with or entitled to exercise central management and control of the Company or (ii) the power directly or indirectly to otherwise direct or cause the direction of the management and policies of the Company, whether through ownership of shares or by agreement or otherwise.
Material Adverse Effect	means the effect or consequence of an event, circumstance, occurrence or condition which has caused, as of any date of determination by the Debenture Trustee (acting on the basis of a Majority Resolution), a material and adverse effect on (a) the financial condition, business or operation of the Company where Net Worth of the Company erodes by more than 10% (ten percent), (b) the ability of the Company to perform its obligations under the Transaction Documents; or (c) the validity or enforceability of any of the Transaction Documents (including the ability of any party to enforce any of its remedies thereunder).
Minimum Rating	has the meaning given to it in Section 2.1 (*Issue Details*) of this Key Information Document.
N.A.	Not Applicable
NBFC Directions	means, collectively: (a) the Reserve Bank of India (Non-Banking Financial Companies – Registration, Exemptions and Framework for Scale Based Regulation) Directions, 2025 dated November 28, 2025; (b) the Reserve Bank of India (Non-Banking Financial Companies - Undertaking of Financial Services) Directions, 2025 dated November 28, 2025 as amended by the Reserve Bank of India (Non-Banking Financial Companies – Undertaking of Financial Services) (Amendment) Directions, 2025 dated December 5, 2025; (c) the Reserve Bank of India (Non-Banking Financial Companies – Governance) Directions, 2025 dated November 28, 2025; (d) the Reserve Bank of India (Non-Banking Financial Companies – Prudential Norms on Capital Adequacy) Directions, 2025 dated November 28, 2025; (e) the Reserve Bank of India (Non-Banking Financial Companies – Income Recognition, Asset Classification and Provisioning) Directions, 2025 dated November 28, 2025;

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	(f) the Reserve Bank of India (Non-Banking Financial Companies – Know Your Customer) Directions, 2025 dated November 28, 2025; (g) the Reserve Bank of India (Non-Banking Financial Companies – Miscellaneous) Directions, 2025 dated November 28, 2025; and (h) all other directions and circulars issued by the RBI in relation to the functioning and governance of non-banking financial companies, each as amended, modified, supplemented or restated from time to time
Net Income	means, for any particular period and with respect to the Company, all revenue (including donations and grants) less all expenses (including taxes, if any for such period).
Net Worth	has the meaning given to it in Section 2(57) of the Act.
NSDL	means the National Securities Depository Limited
Obligor	means a person who has availed of a Loan from the Company under the terms and conditions set out in the respective Loan Agreement entered into between such person and the Company, and who is liable to pay the amounts due to the Company, and "**Obligors**" shall mean all such Persons collectively.
Objectionable Practice	means any acts of bribery or corruption, financing of terrorist/terrorist organisation, misrepresentation for financial benefit, money laundering activities (howsoever described under the Law) or any act of falsifying/alteration of evidence relating to the aforesaid activities.
Off-Balance Sheet Portfolio	means the principal balance of (i) Loans securitized by the Company, (ii) Loans assigned by the Company and (iii) Loans originated on behalf of other persons.
One-time Interest	has the meaning given to it in Section 2.1 of this Key Information Document.
Ordinary Course of Business	means, in relation to the Company, activities which are carried out by the Company in line with the objects clause of its Constitutional Documents and fulfil the following conditions: (a) It is normal and routine for the particular business of the Company; (b) It is as per the customs and practices in the nature of business of the Company; (c) It involves the usual allocation of resources of the Company

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	considering the size and volume of the transaction; (d) It is repetitive/frequent; (e) It is on an arm's length basis; (f) The income, if any, earned from such activity/transaction is treated as business income in the Company's books of account; and (g) There is a historical practice to conduct such activities and there is a pattern of frequency (i.e., the transaction is not an isolated transaction).
Outstanding Amounts	means, at any date, the Outstanding Principal Amounts together with any accrued Coupon, additional interests, costs, fees, charges, and other amounts payable by the Issuer in respect of the Debentures
Outstanding Principal Amount	means, at any date, the Local Currency principal amounts outstanding under the Debentures.
PAN	Permanent Account Number
PAR / Portfolio at Risk	means the aggregate of (a) all Loans including owned and managed portfolio and other credit facilities provided by the Company where one or more repayment installments are overdue by the PAR Days or more; and (b) all Loans and other credit facilities in respect of which the payment schedule have deferred, rescheduled, restructured, and/or refinanced.
Payments/ Payment Obligations	means all present and future obligations (whether actual or contingent and whether owed jointly or severally or in any capacity whatsoever) of the Company to the Debenture Holders or the Debenture Trustee under the DTD and shall include the obligation to redeem the Debentures in terms thereof, any outstanding remuneration of the Debenture Trustee, default interest/additional interest payable, if any, and all fees, costs, charges and expenses and other monies payable by the Company under the Transaction Documents.
Payment Default	means any event, act or condition which with notice or lapse of time, or both, would constitute an Event of Default under section 2.5 of this Key Information Document.
Performing Loans	has the meaning given to it in Section 2.1 (*Issue Details*) of this Key Information Document.
Piyush Khaitan	means Mr. Piyush Khaitan, a citizen of India aged about 69 (sixty nine) years, holding permanent account number ACNPK9819J, and residing at T4-182, Pebble Bay, R.M.V, 2nd Stage, Bengaluru 560

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	094 currently holding the position of non-executive director and chairman in the Company;
Place(s) of Business	has the meaning given to it in Section 2.1 (*Issue Details*) of this Key Information Document.
Previous Year	means the Financial Year immediately preceding the current Financial Year.
Portfolio at Risk over 90 Days	means in a district or a branch or on the Company's Gross Loan Portfolio at any point of time, as the case may be, the outstanding principal value of the Company's portfolio that has one or more instalments of principal, interest, penalty interest, fee or any other expected payments overdue for 90 (ninety) days or more and includes restructured loans.
Private Placement Offer cum Application Letter/PPOA/ Offer Letter	The private placement offer letter in the format prescribed under PAS 4 of the Companies (Prospectus and Allotment of Securities) Rules, 2014 issued by the Company for the issue of the Debentures on a private placement basis.
Proceedings	has the meaning given to it in Section 2.1 (*Issue Details*) of this Key Information Document.
Purpose	has the meaning given to it in Section 3.8 (*Utilization of the Issue Proceeds*) of this Key Information Document.
Quarterly Date	means each of March 31, June 30, September 30 and December 31 of a calendar year, and "**Quarterly Dates**" shall be construed accordingly.
Rating	means a credit rating for the Debentures from the Rating Agency, which has affirmed/re-affirmed a rating of "ICRA BBB 'Negative Outlook'" (pronounced as "ICRA Triple B with "negative" outlook") through its letter dated September 18, 2026
Rating Agency	means the rating agency approved by SEBI for carrying out debt ratings in India more particularly identified in Section 2.1 of this Key Information Document, which has been appointed for the purpose of rating the Debentures
Rating Letter	The rating letter issued by the Rating Agency dated 18th September, 2026.
RBI	Reserve Bank of India.
Record Date	means in relation to any Due Date on which any Payments are to be made by the Issuer to the Debenture Holders, the day falling 15 (fifteen) calendar days prior to such Due Date.
Receivables	means the all the amounts in respect of any Loans together with all other amounts whatsoever stipulated in or payable by the Obligors to the Company under the relevant Loan Documents and other related deeds and documents, including without limitation: (a) repayment of principal; (b) overdue interest;

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	(c) interest and additional interest; (d) carry forward charges; (e) prepayment amounts and amounts received on account of termination and/or prepayment including liquidated damages and break costs, if any; (f) stamp duty costs, charges, expenses, taxes, duties, levies and imposts and overdue charges; (g) indemnity payments; and (h) insurance proceeds;
REF / Recovery Expense Fund	means the recovery expense fund established/to be established and maintained by the Issuer in accordance with the provisions of Chapter IV (*Recovery Expenses Fund*) of the SEBI Debenture Trustees Master Circular read with the Recovery Expense Fund Circular.
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 as amended, modified, supplemented, re-enacted or replaced from time to time.
Redemption Amount	with reference to each Debenture means the Outstanding Principal Amounts (plus the accrued Coupon (if any)) payable on the Final Redemption Date in the manner specified in Annexure II (*Illustration of Bond Cash Flows*) of this Key Information Document.
Redemption Dates	means the dates on which Redemption Installments will be due and payable and more particularly prescribed in Annexure II *(Illustration of Bond Cashflows)* and "**Redemption Date**" shall mean any one of them, as the context may require;
Redemption Installment	has the meaning given to it in Section 2.6 (*Issue Terms and Conditions*) of this Key Information Document.
Registrar / Registrar and Transfer Agent	means the registrar and transfer agent more particularly identified in Section 7.7 (*Registrar of the Issue*) of this Key Information Document appointed for the issue of Debentures.
Register of Debenture Holders / Register of Beneficial Owners	means the register of beneficial owners of the Debentures maintained in the records of the Depository, as the case may be
Related Party	has the meaning given to it in Section 2(76) of the Act.
ROC	means the jurisdictional Registrar of Companies for the Company.

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Rs. / INR	means Indian rupees, the lawful currency of India.
RTGS	Real Time Gross Settlement.
Resolutions	means collectively, (a) the resolution of the Board of Directors of the Company under the applicable provisions of the Companies Act, 2013 *inter alia* authorizing the resource and mobilization committee to authorize the issuance of the Debentures dated May 07, 2026; and (b) the resolution of the resource and moblisation committee of the board of directors of the Company under Section 179(3) and other applicable provisions of the Companies Act, 2013 authorizing the issuance and the terms of the Debentures dated September 16, 2026.
SEBI	Securities and Exchange Board of India constituted under the Securities and Exchange Board of India Act, 1992 (as amended from time to time).
SEBI Centralized Database Requirements	means the requirements prescribed in Chapter XIV (*Centralized Database for corporate bonds/ debentures*) of the Listed NCDs Master Circular read together with Chapter XII (*Centralised Database - Responsibilities of Debenture Trustee*) of the SEBI Debenture Trustees Master Circular.
SEBI Debenture Trustees Master Circular	means Master Circular for debenture trustees dated August 13, 2025, bearing reference number SEBI/HO/DDHS-PoD-1/P/CIR/2025/117 issued by SEBI, as amended and updated from time to time, as amended, modified, supplemented or restated from time to time.
SEBI EBP Requirements/EBP Requirements	means the requirements with respect to electronic book mechanism prescribed in Chapter VI (*Electronic Book Provider platform*) of the Listed NCDs Master Circular, and the operational guidelines issued by the relevant electronic book provider, each as amended, modified, supplemented, or restated from time to time.
SEBI Listed Debentures Circulars	means, collectively, the Listed NCDs Master Circular, the SEBI Debenture Trustees Master Circular, the SEBI Debt Listing Regulations, (to the extent applicable) the SEBI LODR Master Circular, and (to the extent applicable) the LODR Regulations.
SEBI Listing Timelines Requirements	means the requirements in respect of the timelines for listing of debt securities issued on a private placement basis prescribed in Chapter VII (*Standardization of timelines for listing of securities issued on a private placement basis*) of the Listed NCDs Master Circular, read with, to the extent applicable, the SEBI EBP Requirements.
SEBI LODR Master Circular	master circular issued by SEBI bearing reference number SEBI/HO/49/14/14(7)2025-CFD-POD2/I/3762/2026 dated January 30, 2026 on "*Master circular for compliance with the provisions of the Securities and Exchange Board of India (Listing Obligations and*

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	Disclosure Requirements) Regulations, 2015 by listed entities", as amended, modifies, supplemented, and/or restated from time to time) with a recognised stock exchange for listing of the PTCs on a recognised stock exchange.
SEBI NCS Master Circular	means the circular issued by SEBI bearing the reference number SEBI/HO/DDHS/DDHS-PoD/P/CIR/2025/0000000137 dated October 15, 2025, on "Master Circular for issue and listing of Non-convertible Securities, Securitised Debt Instruments, Security Receipts, Municipal Debt Securities and Commercial Paper", as amended, modified, or restated from time to time.
Secured Obligations	means all present and future obligations (whether actual or contingent and whether owed jointly or severally or in any capacity whatsoever) of the Issuer to the Debenture Holders or the Debenture Trustee under the Transaction Documents, including without limitation, the making of payment of any coupon, redemption of principal amounts, additional/default interest, liquidated damages and all costs, charges, expenses and other amounts payable by the Issuer in respect of the Debentures.
Security Interest	means any hypothecation, charge, assignment, lien of any kind, and any interest in the nature of security or undertaking including any preferential arrangement, including without limitation, any agreement to give the same effect as any of the foregoing, any conditional sale or other title retention agreement in relation to any asset or any lease in the nature thereof and any designation of loss payees or beneficiaries or any similar arrangement under any insurance policies.
Security Cover	has the meaning given to it in Section 2.1 of this Key Information Document..
Special Majority Debenture Holders	means such number of Debenture Holders collectively holding more than 75% (seventy five percent) of the value of the Outstanding Principal Amounts of the Debentures.
Special Resolution	means a resolution approved by the Special Majority Debenture Holders who are present and voting or if a poll is demanded, by the Special Majority Debenture Holders who are present and voting in such poll.
Stressed Assets Framework	means the master direction issued by the RBI bearing reference number DOR.STR.REC.276/21.04.048/2025-26 dated November 28, 2025, titled "*Reserve Bank of India (Non-Banking Financial Companies – Resolution of Stressed Assets) Directions, 2025*" read with the master direction issued by the RBI bearing reference number DOR.STR.REC.84/21.04.048/2025-26 issued by the RBI titled "*Reserve Bank of India (Commercial Banks – Resolution of Stressed Assets) Directions, 2025*", each, as amended, modified, supplemented or restated from time to time.
Subsidiary	has the meaning given to it in the Companies Act.
Subordinated Debt	means any financial obligation of the Company, which is unsecured and subordinated to the claims of other creditors and is free from

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	restrictive clauses and is not redeemable at the instance of the holder/provider of the subordinated debt, or without the consent of the supervisory authority of the non-banking financial company
Tangible Net Worth	means, with respect to any person, the amount paid up on such person's issued equity share capital, compulsorily convertible instruments and any amount standing to the credit of its reserves, less equity or equity-like investments, goodwill, deferred tax assets and other intangible assets.
Taxes	means any present or future tax, levy, duty, charge, fees, deductions, withholdings, turnover tax, transaction tax, stamp tax or other charge of a similar nature (including any penalty or interest payable on account of any failure to pay or delay in paying the same), now or hereafter imposed by Law by any Governmental Authority and as maybe applicable in relation to the payment obligations of the company under the Tranasction Documents .
TDS	Tax Deducted at Source.
Terms & Conditions	The terms and conditions pertaining to the Issue as outlined in the Transaction Documents.
Tier I Capital	has the meaning ascribed to it in the NBFC Directions.
Tier II Capital	has the meaning ascribed to it in the NBFC Directions.
Top-Up	shall mean the creation of a Security Interest by way of hypothecation over such additional Receivables as are required to ensure and maintain the Security Cover and "**Topped Up**" can be construed accordingly.
Transaction Documents	means the documents executed in relation to the Issue and shall include: (a) the Debenture Trust Deed; (b) the Debenture Trustee Agreement; (c) the Hypothecation Agreement; (d) the Hypothecation Confirmation Letter; (e) the Power of Attorney in relation to Hypothecation Agreement; (f) the Resolutions; the letters issued by the Rating Agency; (g) and any other document that may be designated by the Debenture Trustee as a Transaction Document, and "Transaction Document" shall be construed

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	accordingly.
WDM	shall mean the Wholesale Debt Market.

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SECTION 2: DETAILS OF THE OFFER OF NON-CONVERTIBLE SECURITIES IN RESPECT OF WHICH THIS KEY INFORMATION DOCUMENT IS BEING ISSUED

2.1 ISSUE DETAILS

Security Name (*Name of the non-convertible securities which includes Coupon / dividend, Issuer Name and maturity year*)	12.00% NCPL 2028
Issuer	NeoGrowth Credit Private Limited
Type of Instrument	Non-Convertible Debentures
Nature of Instrument (Secured or Unsecured)	Rated, Listed, Unsubordinated, Secured, Redeemable, Transferable, Taxable, Non-Convertible Debentures
Ranking	Unsubordinated
Eligible Investors	shall have the meaning assigned to such term in S.no 7 of paragraph II (*Disclosures as per SEBI Debt Listing Regulations*) of Part A above.
Credit Rating	(a) The Company shall, prior to the Deemed Date of Allotment, submit to the Debenture Trustee, a credit rating issued by the Rating Agency evidencing that the credit rating of the Company is at least BBB/Negative ("**Credit Rating - Company**") and shall ensure that till the Final Settlement Date, it shall be rated at the prescribed Credit Rating – Company or above the Credit Rating – Company. (b) The Company shall, prior to the Deemed Date of Allotment, submit to the Debenture Trustee, a credit rating issued by the Rating Agency evidencing that the credit rating of the Debentures is at least " ICRA BBB/Negative" ("**Credit Rating - Debentures**") and shall ensure that till the Final Settlement Date, it shall be rated at the prescribed Credit Rating – Debentures or above the Credit Rating – Debentures.
Listing (name of stock exchange(s) where it will be listed and timeline for listing)	The Debentures are to be listed on the WDM segment of the BSE within a maximum period of 3 (Three) working days from the date of closure of Issue. In the event of the Issuer's failure to do so (subject to the cure period provided by the Debenture Holders if any), to the extent that any Debenture Holders are foreign institutional investors or sub-accounts of foreign institutional investors, or qualified foreign

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	investors or foreign portfolio investors, the Company shall immediately redeem any and all Debentures which are held by such are foreign institutional investors or sub-accounts of foreign institutional investors, or qualified foreign investors or foreign portfolio investors. In the event that the Debentures are not listed on the BSE within a period of 3 (Three) trading days from the Issue closing date, the Company shall pay default interest calculated at the rate of 1% (One Percent) per annum on the outstanding principal amount of the Debentures over and above the Coupon Rate for the period that the Debentures are unlisted.
Rating of the Instrument	"**ICRA BBB**"; 'Negative' outlook (pronounced as "**ICRA Triple B**") with a 'Negative' outlook
Rating Agency	means ICRA Limited or any other rating agency approved by SEBI for carrying out debt ratings in India.
Issue Size	Up to INR 40,00,00,000/- (Indian Rupees Forty Crores Only)
Minimum subscription	100 Debentures and in multiples of 1 Debenture thereafter.
Option to retain oversubscription	NA
Objects of the Issue / Purpose for which there is requirement of funds	To raise secured debt to the extent up to Rs. 40,00,00,000/- (Rupees Forty Crores) and 100% (One Hundred Percent) of the issue proceeds will be utilized by the Issuer for the on-lending by the Issuer to micro, small and medium enterprises ("MSME"). Provided that no part of the proceeds shall be utilized directly/indirectly towards the following: a) any capital market instrument such as equity and equity linked instruments or any other capital market related activities; b) any speculative purposes; c) investment in the real estate sector; or d) in contravention of any applicable law. Until the utilisation period is complete, the proceeds of the Issue can be temporarily invested in FDs/Debt Mutual Funds.
In case the issuer is an NBFC and the objects of the issue entail loan to any entity who is a 'group company', then the requisite disclosures shall be provided.	Not applicable.

Details of the utilization of the Proceeds	100% (One Hundred Percent) of the issue proceeds will be utilized by the Company for the on-lending purposes of the Issuer to micro, small and medium enterprises ("MSME"). Provided that no part of the proceeds shall be utilized directly/indirectly towards the following: a) any capital market instrument such as equity and equity linked instruments or any other capital market related activities; b) any speculative purposes; c) investment in the real estate sector; or d) in contravention of any applicable law. Until the utilisation period is complete, the proceeds of the Issue can be temporarily invested in FDs/Debt Mutual Funds.
Coupon	Coupon shall be payable on the Debentures on the Coupon Payment Date(s), at the Coupon Rate.
Coupon Rate	Subject to paragraph on "Step Up / Step Down Coupon Rate", 12.00% (Twelve Decimal Point Zero zero Percent) per annum, payable quarterly on the Coupon Payment Date(s) until the Final Settlement Date.
Step Up Coupon	In the event the credit rating of the Debentures issued by the Company is downgraded from the Minimum Rating by 1 (one) notch or more, the Interest Rate shall be increased by 0.25% (zero decimal two five percent) ("Step Up Rate (Debentures)") for every 1 (one) notch of rating downgrade till the credit rating of the Debentures is downgraded to "BB" (pronounced as "double B"), applicable from the date of such downgrade until such event is cured, on the Outstanding Principal Amount and accrued interest, if any, on the Debentures. If the Company is rated by more than one rating agency, then the lowest of the ratings shall be considered ("Step Up (Debentures)"). If at any time after the occurrence of a Step Up (Debentures), the rating of the Debentures is upgraded by 1 (one) notch or more, the prevailing Step Up Rate shall be decreased by 0.25% (zero decimal two five percent) for each such upgrade (until the rating of the Debentures is restored to the Minimum Rating) and such decreased rate of interest shall be applicable on the outstanding principal amounts with effect from the date of such upgrade. For the avoidance of doubt, it is hereby mentioned that the Coupon Rate shall not further decrease in case of the upgrade of rating of Debentures above "BBB" Notwithstanding anything contained above, it is clarified that if the credit rating falls to 'BB' or below, the Default interest shall apply.

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Coupon Payment Frequency	Quarterly, with the first Coupon Payment Date being 29th December, 2026
Coupon Payment Date(s) **(cumulative / non-cumulative, in case of dividend)**	The Coupon shall be payable quarterly on the Coupon Payment Date(s) until the Final Settlement Date with the final Coupon Payment Date being the Final Redemption Date / Final Settlement Date (subject to adjustments on account of day count convention in accordance with the SEBI Debt Listing Regulations) and on the dates set out in Annexure II *(Illustration of Bond Cash Flows)* of this Key Information Document.
Coupon Type (Fixed, floating or other structure)	Fixed Coupon rate.
Coupon Reset Date	Not Applicable
Coupon Reset Process	Not Applicable
Day Count Basis	Actual / Actual
Interest on Application Money	In the event that the date of deposit of the Application Monies falls prior to the Deemed Date of Allotment of the Debentures, the Company shall be required to furnish interest at the Coupon rate (subject to Tax deduction, if any) to the Applicants on the Application Monies for the Debentures for the period starting from and including the date of realization of Application Monies in Company's bank account ("Pay-In Date") until the Deemed Date of Allotment for all valid applications within 5 (five) Business Day from the Deemed Date of Allotment. Where the Pay-in Date and Deemed Date of Allotment in respect of Debentures fall on the same date, no interest on Application Monies is to be paid to the Applicants. Where the entire subscription amount has been refunded to any Applicant, the interest on Application Monies will be paid along with the refunded amount to the bank account of the Applicant as described in the Application by electronic mode of transfer such as (but not limited to) RTGS/NEFT/direct credit. Where an Applicant is allotted a lesser number of Debentures than applied for, the excess amount paid on application will be refunded to the Applicant in the bank account of the Applicant as described in the Application towards interest on the refunded money by electronic mode of transfer like RTGS/NEFT/direct credit. Details of allotment will be sent to every successful Applicant.
Default Interest	***Payment Default*** If, at any time, there shall be a Payment Default, the Company agrees to pay an additional interest rate of 2.00% p.a. (two

	decimal zero zero percent per annum) above the applicable Coupon Rate on the Redemption Amount from the date of the occurrence of the Payment Default until Payment Default is cured, immediately on demand by the Debenture Trustee, and if not demanded then on each Interest Payment Date occurring during the aforementioned period. ***Breach of Terms*** In case of breach by the Company in the performance of any of the terms of the Transaction Documents (except breach of Financial Covenants), additional interest at 2% p.a. (two percent per annum) payable quarterly over the Coupon Rate will be payable by the Company for the defaulting period. ***Breach of Financial Covenants*** In case of breach of Financial Covenants, the Coupon Rate shall be increased by 0.5% (Zero Point Five percent) till such time the Financial Covenant breach is cured. ***Delay in listing*** In accordance with the SEBI NCS Regulations read together with the SEBI NCS Master Circular, the Company confirms that in the event there is any delay in listing of the Debentures beyond 3 (three) trading days from the date of closure of the issue for the Debentures, the Company will pay to the Debenture Holders, additional interest of 1% (one percent) per annum over the Interest Rate for the period of delay from the Deemed Date of Allotment until the listing of the Debentures is completed. ***Rating Default*** In the event the Credit Rating of the Issuer is downgraded, the coupon rate shall be increased by 0.25% (zero point two five percent) for every notch of rating downgrade (the "Step-up Interest") till "BB". The step-up coupon is applicable from the date of such downgrade until such event is cured, on the outstanding principal amount and accrued interest, if any, of the Debentures. For the purpose of this clause, if the Issuer is rated by more than one rating agency, then the lowest of the ratings shall be considered. In the event the credit rating of the Debentures is upgraded after

	any rating downgrade pursuant to paragraph above, the Coupon Rate shall be decreased by 0.25% for each notch of upgrade in the rating of the Debentures till the credit rating of "BBB" is restored. For the avoidance of doubt, it is hereby mentioned that the Coupon Rate shall not further decrease in case of the upgrade of rating of Debentures above "BBB" Notwithstanding anything contained above, it is clarified that if the credit rating falls to 'BB' or below, the Default interest shall apply. ***Security Creation Default*** Any failure to create and perfect Security over the Hypothecated Assets within the timelines set out in the Transaction Documents shall attract 2.0 % (two decimal zero percent) p.a. additional interest payable over the Coupon Rate and give an option to the Debenture holders for Early Redemption. The Company agrees that any Default Interest payable by it under the terms of this Key Information Document is reasonable and is a genuine pre-estimate of damages that would be caused to the Debenture Holders in the circumstances referred to in this clause and that payment of Default Interest is not penal in nature. The Default Interest mentioned above are mutually exclusive and will be payable in the event the circumstance triggering the Default Interest rate occurs and charging of Default Interest shall be without prejudice to any other right of the Debenture Trustee under applicable Law or Transaction Documents.
Tenor	21 (Twenty One) months from the Deemed Date of Allotment.
Final Redemption Date / Maturity Date	Shall mean the date falling on the expiry of 21 (Twenty One) months from the Deemed Date of Allotment, being June 29, 2028, subject to the Early Redemption Date or such other date on which the final payment of the principal amount of the Debentures becomes due and payable as therein or herein provided, whether at such stated maturity date, by declaration of acceleration, or otherwise, in accordance with the terms and conditions of the Transaction Documents and the relevant Disclosure Documents.
Redemption Amount	INR 1,00,000/- (Rupees One Lakh only) per Debenture on the Redemption Date plus accrued Coupon in the manner set out in Annexure II (*Illustration of Bond Cash Flows*) hereto.

	Further, the aforesaid amount would be payable with the Default Interest (if any), and other such costs, charges and expenses if any, payable on the Payment Date(s) under the Transaction Documents.
Redemption Premium / Discount	Not applicable
Early Redemption	Early redemption at the instance of Issuer shall not be allowed within 12 months from Deemed Date of Allotment ("Lock-in Period"). After the Lock-in Period, the Company may at its instance (other than on occurrence of an Event of Default), issue at least 45 (forty five) calendar days prior written notice to Debenture Trustee ("Early Redemption Notice") and redeem the Debentures on any specified day other than the Final Redemption Date on a pro rata basis with the prior written consent of the Debenture Trustee and payment of Early Redemption Premium over and above the Interest Rate. PROVIDED HOWEVER, the Debenture Trustee shall not grant its consent for early redemption of Debentures without the prior written consent of the Majority Debenture Holders or Majority Resolution duly passed at the meeting of the Debenture Holders held in accordance with the provisions set out in Annexure II (Illustration of Bond Cashflows) of this Key Information Document .
Early Redemption Premium	2.00 % (Two Point Zero Zero percent) on the principal amount prepaid.
Early Redemption Date	Early Redemption Date Subject to Applicable Law, the date on which the Debentures shall be redeemed by the Company in full by payment of the Redemption Amount, together with accrued Coupon, and all other Outstanding Amounts accrued thereto, on the expiry of 45 (forty five) days of having received an Early Redemption Notice.
Issue Price	Rs. 1,00,000/- (Rupees One Lakh only) per Debenture
Discount at which security is issued and the effective yield as a result of such discount.	Not applicable
Premium / Discount at which security is issued and the effective yield as a result of such discount	Not applicable
Put Option	Not applicable
Put Option Date	Not applicable
Call Option	Not applicable
Call Option Date	Not applicable
Face Value	Rs. 1,00,000/- (Rupees One Lakh only) per Debenture.

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

Minimum Application size and in multiples thereafter	The minimum application size for the Issue shall be 100 (one hundred) Debentures and in multiples of 1 (one) Debenture thereafter.
Issue Schedule / Issue Timing	Issue Opening Date: September 28, 2026; Issue Closing Date: September 28, 2026; Date of earliest closing of the Issue, if any: N.A.; Pay-in Date: September 29, 2026; and Deemed Date of Allotment: September 29, 2026. All documentation including, but not limited to, the Disclosure Document, Board Resolution, rating letter, rating rationale along with the detailed press release and Appointment of Debenture Trustee to be completed 1 (One) Business Day prior to Issue Opening Date.
Issuance mode of the Instrument	Demat only
Trading mode of the Instrument	Demat only
Settlement mode of the Instrument	RTGS
Depositories	NSDL and CDSL
Business Day Convention	(a) All payments in respect of the Debentures required to be made by the Company shall be made on a Business Day; (b) If the date of payment of any interest (other than on the Final Redemption Date or an Early Redemption Date) in respect of the Debentures falls on a day that is not a Business Day, such payment of interest shall be made on the immediately succeeding Business Day; (c) If the date of payment of any Redemption Installment falls on a day that is not a Business Day, such payment of installment shall be made on the immediately preceding Business Day; (d) If the Final Redemption Date or the Early Redemption Date, as the case may be, falls on a day that is not a Business Day, such payment of interest and Redemption Installment shall be made on the immediately preceding Business Day; and (e) In the absence of anything to the contrary, if any day for performance of any acts under the Transaction Documents (other than those set out in sub-Clause (b) to sub-Clause (d) above) falls on a day which is not a Business Day, such acts shall be performed shall be made on the immediately preceding Business Day.
Disclosure of Interest / Dividend	Please refer to Annexure II of this Key Information Document**.**

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

/ Redemption Dates	
Record Date	The date which will be used for determining the Debenture Holder(s) who shall be entitled to receive the amounts due on any Due Date(s), which shall be the date falling 15 (Fifteen) calendar days prior to any Payment Date(s).
All covenants of the issue (including side letters, accelerated payment clause, etc.)	Please refer to paragraph 2.4 of Section 2 of this Key Information Document.
Description regarding Security (where applicable) including type of security (movable / immovable / tangible etc.), type of charge (pledge / hypothecation / mortgage etc.), date of creation of security / likely date of creation of security, minimum security cover, revaluation, replacement of security, interest to the debenture holder over and above the coupon rate as specified in the Trust Deed and disclosed in the Offer Document / Information Memorandum.	The Company as the legal and/or beneficial owner of the Hypothecated Assets hereby agrees and undertakes to secure the Debentures on or before the Deemed Date of Allotment by way of hypothecation in favour of the Debenture Trustee for the benefit of the Debenture Holders over all the present and future Receivables specified in the Hypothecation Agreement, and proceeds thereof, which may be Topped Up in accordance with the provisions hereof by the Company pursuant to its obligation to meet the Security Cover under Clause (a) and (b) below, along with all benefits, rights and incidentals attached thereto on a first ranking, fixed, exclusive, and continuing Security Interest basis. (a) The Security Interest created on the Hypothecated Assets mentioned above in favour of the Debenture Trustee hereunder shall rank as a first ranking exclusive and continuing Security Interest. (b) The Security Interest over the Hypothecated Assets shall at all times, commencing from the Effective Date and until the Final Settlement Date, be at least 1.15 (one decimal one five) times or 115% (one hundred and fifteen percent) of the value of the Outstanding Amounts (the "**Security Cover**"), such that the Security Cover of 1.15 (one decimal one five) times is maintained by way of Hypothecated Assets which, at all times, meet the Eligibility Criteria and the value of the principal amounts of the Receivables comprising the Hypothecated Assets are sufficient in order to maintain the Security Cover. (c) In the event: (i) the value of the Hypothecated Assets is diminished (including due to any repayments and/or amortisation in respect of the Loans); (ii) the Company is unable to maintain the Security Cover; or

	(iii) the Receivables comprising the Hypothecated Assets do not satisfy the Eligibility Criteria, the Company shall, within 15 (fifteen) calendar days the occurrence of such event, or such other time period as may be prescribed by the Debenture Holders, ensure that the value of the Hypothecated Assets equals or exceeds the Security Cover by creating a first ranking exclusive and continuing Security Interest by way of hypothecation over additional or new Receivables (in respect of the Loans that fulfil the Eligibility Criteria) by way of Top-up. The details in respect of such additional or new Receivables secured in favour of the Debenture Trustee will be provided to the Debenture Trustee on the relevant Top-up Date. (d) The Security Cover shall, at all times, be maintained only by way of creating Security Interest over such Loans which do not have any Receivables (whether by way of principal, interest, additional interest, fees or any other amounts or expected payments) overdue for more than 30 (thirty) days ("**Performing Loans**"). The Company shall, with prior written intimation to the Debenture Trustee, replace any Loans, that are a part of the Hypothecated Assets, that cease to be Performing Loans with such Loans (whether or not forming part of the then existing portfolio of Hypothecated Assets) that fulfill the Eligibility Criteria, so as to ensure that the Security Cover is maintained in the manner contemplated under the Hypothecation Agreement, within a period of 15 (fifteen) Business Days of the relevant Hypothecated Asset becoming due. (e) Any additional, new, replaced or substituted Security Interest created over additional Hypothecated Assets will constitute and shall thereafter always be deemed to constitute a part of the Hypothecated Assets. (f) The description of the assets comprising the additional or new or replaced Security Interest specified by the Company to the Debenture Trustee in the Hypothecated Assets Reports or in any lists/description provided on each Top-up Date (including the Hypothecated Assets Reports) shall be deemed to be the description of the assets which form part of the Hypothecated Assets and shall be deemed to form part of the Hypothecated Assets, without requiring the Company and/or the Debenture Trustee to execute any additional and/or supplemental deed(s) of hypothecation in respect of any Top-Up under the Hypothecation Agreement.

	(g) Notwithstanding anything contained in the Transaction Documents, the Company shall pay a penal interest of 2% (two percent) over the Coupon Rate in case of any delay, attributable on the part of the Company in carrying out creation, registration, and perfection of the Security Interest over the Hypothecated Assets within the stipulated timeline, or there is any default in compliance of obligations relating to the Security Interest under the Hypothecation Agreement or the other Transaction Documents, including the obligation to ensure that the Security Cover is maintained. (h) The Company shall provide to the Debenture Trustee, certificate signed by the authorized signatory of the Company inter alia certifying that the Hypothecated Assets are sufficient to meet the Security Cover and other certifications as may be prescribed by the Debenture Trustee (acting on the instructions of the Debenture Holders) on a quarterly basis, within 30 (thirty) calendar days from each Quarterly Date ("**Quarterly Hypothecated Assets Report**"). The Debenture Trustee will immediately provide a copy of the details of Quarterly Hypothecated Assets Report to the Debenture Holders. **Eligibility Criteria**: (a) Each of the Loans underlying the Hypothecated Assets must be a loan originated by the Company (and not a Loan that has been sold or assigned to the Company by a third party); (b) Each of the Loans underlying the Hypothecated Assets must be a Performing Loan; (c) Loans with overdues (between 1 (one) to 30 (thirty) days shall not constitute more than 15% (fifteen percent) of the Hypothecated Assets; (d) The Loans underlying the Hypothecated Assets must have been originated while complying with all the extant customer protection regulations applicable to the Company, and all 'know your customer' norms specified by the RBI, including under 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*"; (e) The Receivables constituting the Hypothecated Assets must be existing, current and not overdue at the time of creation of charge over the Hypothecated Assets and should not have been terminated or prepaid;

	(f) No Loan in respect of the Receivables constituting the Hypothecated Assets has been provided to an Obligor with history of late payments and overdues; (g) The Receivables constituting the Hypothecated Assets shall be unencumbered and no Security Interest of any kind shall exist over them except in accordance with the Transaction Documents; (h) No Receivables constituting the Hypothecated Assets has been restructured or rescheduled; (i) None of the Loans constituting the Hypothecated Assets shall have been provided to Related Parties of the Company; (j) None of the Loans constituting the Hypothecated Assets have been provided to individuals who have had a history of late payments or overdues; (k) The Hypothecated Assets should be formed only by allocating 100% (one hundred percent) of the Loans; (l) Each Loan constituting the Hypothecated Assets shall have been originated at branches owned, controlled and operated by the Company directly, and not through branches operated by its co-lending / co-origination partners; and (m) None of Loans constituting the Hypothecated Assets shall have been charged in favour of any other lender of the Company.
Replacement of security, interest to the debenture holder over and above the coupon rate as specified in the Trust Deed and disclosed in the issue document	The provisions for replacement of security have been set out under the aforesaid column on "*Description regarding Security*" under Section 2.1 (*Issue Details*) above. In the case of a delay in the execution of Debenture Trust Deed and/ or the Hypothecation Agreement, the Issuer shall refund the subscription with the agreed rate of interest or shall pay penal interest of 2% (Two Percent) per annum over and above the applicable Coupon Rate until such time the conditions have been complied with at the option of the Investor.
Due diligence certificate issued by the Debenture Trustee	The due diligence certificate issued by the Debenture Trustee to BSE in accordance with the SEBI circular dated January 28, 2025 (bearing reference no SEBI/HO/DDHS/DDHS-PoD-3/P/CIR/2025/009 is annexed hereto as **Annexure VI**.
Transaction Documents	(a) the Hypothecation Agreement; and (a) any other document or instrument, creating, recording or evidencing the creation of security to secure the Secured Obligations.
Conditions Precedent to disbursement	The Company shall fulfil the following conditions precedent, to the satisfaction of the Debenture Trustee, prior to the subscription of the Debentures by the Debenture Holder(s):

	(a) A certified true copy of the constitutional documents of the Company (being its Memorandum and Articles of Association and certificate of incorporation) shall have been submitted to the Debenture Trustee. (b) All corporate approvals from the Board of Directors and shareholders of the Company, as applicable, shall have been received for the issuance of the Debentures and the execution, delivery and performance by the Company of the Transaction Documents in accordance with the Act, the Companies (Prospectus and Allotment of Securities) Rules, 2014, the Companies (Share Capital and Debentures) Rules, 2014 and other statutes and rules prescribed. (c) Execution of the Transaction Documents including the Debenture Trustee Agreement and Debenture Trust Deed, in a form and manner satisfactory to the Debenture Trustee shall have taken place. (d) Rating of the Debentures being completed and the Rating Agency having provided a rating at least equal to the Minimum Rating for the Debentures and the Rating Letter issued by the Rating Agency being in a form and manner satisfactory to the Debenture Trustee. (e) a copy of the in-principle approval provided by the BSE in respect of the listing of the Debentures within the timelines prescribed under the SEBI NCS Regulations read with the SEBI NCS Master Circular. (f) The Company shall have provided to the Debenture Trustee a certificate from a director/company secretary of the Company certifying that: (i) the Company and its Directors have the necessary powers under the Constitutional Documents of the Company to borrow moneys pursuant to the issuance of the Debentures; (ii) the borrowing of moneys pursuant to the issuance of the Debentures will not cause any limit binding on the Company to be exceeded; (iii) the securing of moneys pursuant to the issuance of the Debentures will not cause any limit binding on the Company to be exceeded; and

	(iv) no Material Adverse Effect has occurred in the Company, and/or the business of the Company; (g) The delivery by the Company to the Debenture Trustee, of certificates signed by authorized signatories of the Company, in a form and substance satisfactory to the Debenture Trustee, with respect to: (i) incumbency and signatures; (ii) absence of any Event of Default, any potential Event of Default, any Force Majeure Event and any Material Adverse Effect except as disclosed to the Debenture Trustee; (iii) all representations and warranties contained in this Key Information Document are true and correct in all material respects on and as of the Deemed Date of Allotment, before and after giving effect to the Issue and to the application of the proceeds therefrom; and (iv) the Debenture Trustee shall have received from the Company its audited account statements for the Previous Year. (h) Due execution of the Depository agreements by, inter-alia, the Depository and the Company. (i) Due execution of the tripartite agreement by, inter-alia, the Registrar and Transfer Agent, Depository and the Company. (j) the required details of the Hypothecated Assets in such manner and on such platform (electronic or otherwise) as may be required in accordance with Chapter III (Security and Covenant Monitoring System) of the SEBI Debenture Trustees Master Circular, including on the "Distributed Ledger Technology" (DLT) system". (k) The Company shall have submitted to the Debenture Trustee, its audited account statements for the most recent financial year or financial half-year. (l) The Company shall provide any other document(s) required by the Debenture Trustee as required in respect of the issuance of Debentures.
Conditions Subsequent to disbursement	The Company shall fulfil the following conditions subsequent, to

	the satisfaction of the Debenture Trustee, following the Deemed Date of Allotment: (a) the Company shall immediately on receipt of funds, take on all necessary steps to, including making all applicable filings in the Registrar of Companies and obtaining all necessary approvals including filing Form PAS 3 along with requisite fee within the timelines prescribed by the Act and Rules thereunder; (b) if so required, the Company shall maintain and file a copy of Form PAS-5 in accordance with the Companies (Prospectus and Allotment of Securities) Rules, 2014 in respect of the issue of the Debentures; (c) the Company shall, in respect of the Hypothecation Agreement, file a copy of Form CHG-9 with ROC and shall ensure and procure that the Debenture Trustee files the prescribed Form I with Central Registry, each within 30 (thirty) calendar days from the date of execution of the Hypothecation Agreement; (d) the Company shall credit the demat account of the Applicants with such number of Debentures which have been allotted to them within 2 (two) Business Days from the Deemed Date of Allotment; (e) to the extent applicable and required under the laws applicable in India, the Company shall ensure and procure the completion of all relevant filings required to be made with any Information Utility in accordance with the (Indian) Insolvency and Bankruptcy Code, 2016 and any other rules and regulations made thereunder from time to time; and (f) the Company shall furnish to the Debenture Trustee a certificate from its statutory auditor in respect of the utilisation of funds raised by the issue of the Debentures within 60 (sixty) calendar days from the Deemed Date of Allotment.
Events of Default (including manner of voting /conditions of joining Inter Creditor Agreement)	Please refer to Section 2.5 of this Key Information Document.
Consequences of Events of Default	If one or more of the events specified in **Section 2.5** ("***Events of Default"***) of this Key Information Document occur(s), the Debenture Trustee may, in its discretion, that is, without requiring any consent or confirmation of the Company, and upon request in writing of Majority Debenture Holders or by a Resolution duly passed at the meeting of the Debenture Holders hereto by a

	notice in writing to the Company initiate the following course of action: (a) require the Company to mandatorily redeem the Debentures and repay the principal amount on the Debentures, along with accrued but unpaid interest, and other costs, charges and expenses incurred under or in connection with Transaction Documents; (b) declare all or any part of the Debentures to be immediately (or on such dates as the Debenture Trustee may specify) due and payable, whereupon it shall become so due and payable; (c) enforce any security created pursuant to the Hypothecation Agreement in accordance with its terms, as may be set out herein or therein, towards repayment of the Debentures; (d) to take any actions in respect of the SEBI Debenture Trustee Master Circular; (e) appoint any independent agency to inspect and examine the working of the Company and give a report to Debenture Holders/ the Debenture Trustee. The Company shall give full co-operation and provide necessary assistance to such agency and bear all costs and expenses of the examination including the professional fees and travelling and other expenses; (f) to appoint the Nominee Director on the Board of Directors of the Company or to appoint the Observer to all meetings of the Board of Directors of the Company, provided such Nominee Director or the Observer shall hold office for so long as the Event of Default is continuing; (g) take necessary action of either enforcing the Security or entering into the Inter Creditor Agreement ("**ICA**") or take any other action as decided in the meeting of Debenture Holder(s) based on the decision of the Debenture Holder(s) with Special Majority, including the decision of formation of a committee of the Debenture Holder(s) to participate in the ICA or to enforce the Security or as may be decided in the meeting of Debenture Holder(s). Such a committee, if decided to be formed, may comprise of the designated members representing the interest of the ISIN level Debenture Holder(s) under the Debentures and be responsible to take decisions which shall be binding on the specific ISIN level Debenture Holder(s) relating to ICA matters, or in relation to enforcement of the Security, or take any other action as may be decided by the Debenture Holder(s),from time to time. The

	Debenture Trustee(s) may in accordance with the decision of the Debenture Holder(s), sign the ICA and consider the resolution plan, if any, on behalf of the Debenture Holder(s)/ Beneficial Owners in accordance with the requirements under the extant RBI guidelines, and other Laws; (h) The Debenture Trustee after obtaining consent of Debenture Holder(s) for enforcement shall inform the Stock Exchange seeking release of the Recovery Expense Fund. The Debenture Trustee shall follow the procedure set out by "Laws including the Recovery Expense Fund" issued by Circular, as amended from time to time for utilization of the Recovery Expense Fund and be obligated to keep proper account of all expenses, costs including but not limited to legal expenses, hosting of meetings etc., incurred out of the Recovery Expense Fund towards enforcement of Security. All expenses over and above those met from the Recovery Expense Fund incurred by the Beneficial Owners(s)/Trustee after an Event of Default has occurred; (i) Entering into, and the performance of any obligations under any ICA (Stressed Assets Framework) and as consolidated under the NBFC Directions, or any resolution plan shall be subject to the terms of the SEBI Debenture Trustees Master Circular (including without limitation, the resolution plan being finalised within the time period prescribed in the SEBI Debenture Trustees Master Circular; (j) take all such other action expressly permitted under Transaction Documents or permitted under the Law; and (k) exercise such other rights as the Debenture Trustee may deem fit under Applicable Law to protect the interest of the Debenture Holders. II. Enforcement of Security (a) In case of an occurrence of Event of Default, in respect of enforcement of Security over the Hypothecated Assets, the Debenture Trustee shall follow the procedure as laid down under the SEBI Debenture Trustees Master Circular. (b) The Debenture Trustee shall send a notice to the Debenture Holders within 3 (three) days of the occurrence of an Event of Default containing the following: (i) negative consent for proceeding with the enforcement of Security;

	(ii) positive consent for signing the ICA as provided under the Stressed Assets Framework; (iii) the time period within which the consent of the Debenture Holders needs to be provided, viz. consent to be given within 15 (fifteen) days from the date of notice; and (iv) the date of meeting to be convened. (c) The notice may be sent by registered post/acknowledgement due or speed post / acknowledgement due or courier or hand delivery with proof of delivery as also through email, as a text or as an attachment to email with a notification including a read receipt. The Debenture Trustee shall maintain proof of dispatch of such notice or email. (d) The Debenture Trustee shall convene a meeting of all Debenture Holders within 7 (seven) days post cure period of the occurrence of the Event of Default, which shall not be later than 120 (one hundred and twenty) days from the occurrence of the Event of Default. However, in case the default is cured between the date of the notice and the date of meeting, then the convening of such a meeting may be dispensed with. (e) The Debenture Trustee shall take necessary action upon receipt of consent from Debenture Holders holding an aggregate amount representing more than 75% (Seventy-five Percent) of the value of the nominal amount of the Debentures outstanding for the time being and 60% (Sixty per cent) of the Debenture Holders by number, for any of the following: (i) enforcing the Security; or (ii) entering into an ICA as provided under the Stressed Assets Framework; or (iii) as decided in the meeting of Debenture Holders. (f) The Debenture Trustee may also form a representative committee of the Debenture Holders to participate in the ICA or to enforce the Security or as may be decided in the meeting. (g) If the requisite number of Debenture Holders consent to enter into an ICA, the Debenture Trustee shall abide by the

	conditions for signing ICA, as prescribed in Section 2.7 (Conditions for signing of ICA by the Debenture Trustee on behalf of Debenture Holders) hereto. III. Dividend If a Payment Default has occurred and is continuing, then until the rectification of the above-mentioned events, or until the redemption of the Debentures in full to the satisfaction of the Debenture Trustee, the Company shall not, without the prior written consent of the Majority Debenture Holders, declare or pay any dividend or make any distribution of its share capital or purchase or redeem or otherwise acquire any part of its own share capital or in any other way transfer funds from the Company to the shareholders. It is hereby clarified that the Company shall only declare dividend during any Financial Year, out of the profits relating to that Financial Year and after making all due and necessary provisions in respect of the Debentures. IV. Notice on the Occurrence of an Event of Default If any Event of Default or any event which, after the notice, or lapse of time, or both, would constitute an Event of Default, has happened, the Company shall, forthwith give notice thereof to the Debenture Holders and the Debenture Trustee in writing specifying the nature of such Event of Default, or of such event. V. Right to Disclose/Publish the Names of the Company and its Directors as Defaulters In the event of the Company committing default in the repayment of any instalment in relation to the Debentures or the payment of interest on the applicable Due Dates, the Debenture Holders/Debenture Trustee shall have an unqualified right to disclose the name of the Company and its directors to RBI/or any other statutory/regulatory authority. The Trustee and/or RBI and/or any other Governmental Authority shall have the right to publish the name of the Company and its directors as defaulters in such manner and through such medium as they in their absolute discretion may think fit.
Creation of recovery expense fund	(a) The Company hereby undertakes and confirms that, if so required under Law, it shall, within the time period prescribed under Chapter IV (*Recovery Expenses Fund*) of the SEBI Debenture Trustees Master Circular read with the Recovery Expense Fund Circular, establish, maintain and utilize the Recovery Expense Fund in such manner/mode as

	is prescribed under Chapter IV (*Recovery Expenses Fund*) of the SEBI Debenture Trustees Master Circular read with the Recovery Expense Fund Circular, to enable the Debenture Trustee to take prompt action in relation to the enforcement of the security under the Transaction Documents; (b) The Company shall deposit cash or cash equivalents including bank guarantees towards the contribution to Recovery Expense Fund with the Stock Exchange and submit relevant documents evidencing the same to the Debenture Trustee from time to time; (c) The Company shall ensure that any bank guarantees provided in respect of the Recovery Expense Fund shall remain valid for a period of 6 (six) months following the maturity date of the Debentures. The Company shall keep the bank guarantees in force and renew the bank guarantees at least 7 (seven) Business Days before its expiry, failing which the Stock Exchange may invoke such bank guarantee; (d) The Debenture Trustee shall use the Recovery Expense Fund as per the Law, and more particularly, the SEBI Debenture Trustees Master Circular, read with the Recovery Expense Fund Circular; and (e) The balance in the Recovery Expense Fund shall be refunded to the Company as per per the Law, and more particularly, the SEBI Debenture Trustees Master Circular, read with the Recovery Expense Fund Circular.
Conditions for breach of covenants (as specified in Debenture Trust Deed)	Please refer to Section 2.5 of this Key Information Document.
Provisions related to Cross Default Clause	The Company (i) defaults in any payment of any Financial Indebtedness beyond the period of grace / cure period, if any, provided in the instrument or agreement under which such Financial Indebtedness was created; (ii) at any time on and from the Deemed Date of Allotment, defaults in the observance or performance of any agreement or condition relating to any Financial Indebtedness or contained in any instrument or agreement evidencing, securing or relating thereto or any other event shall occur or condition exist, the effect of which default or other event or condition is to cause or to permit the holder or holders of such Financial Indebtedness to cause (determined without regard to whether any notice is required) any such Financial Indebtedness to become due prior to its stated maturity;

	(iii) any Financial Indebtedness of the Company shall be declared to be due and payable, or required to be prepaid other than by a regularly scheduled required prepayment, prior to the stated maturity thereof; and / or (iv) any commitment for any Financial Indebtedness is cancelled or suspended by a creditor, as a result of an event of default.
Role and Responsibilities of Debenture Trustee	In addition to the other powers conferred on the Debenture Trustee and provisions for their protection and not by way of limitation or derogation of anything contained in these presents or of any statute limiting the liability of the Debenture Trustee, IT IS EXPRESSLY DECLARED as follows: (a) The Debenture Trustee shall on a quarterly basis, carry out the necessary diligence and monitor the Security Cover in the manner as may be specified by SEBI from time to time. (b) The Debenture Trustee shall on a half-yearly basis, obtain a certificate from the statutory auditor of the Company giving the value of the receivables / book debts comprising the Hypothecated Assets including compliance with the covenants of the Disclosure Document in the manner as may be specified by SEBI from time to time and certifying maintenance of hundred percent security cover or a higher security cover (in this case being the Security Cover) as per the terms of the Disclosure Document and/or Debenture Trust Deed along with the financial results of the Company in the manner and format as specified by SEBI. (c) The Debenture Trustee shall monitor the Security Cover on the basis of the quarterly reports certified by the statutory auditor, submitted by the Company. (d) The Debenture Trustee may, in relation to these presents, act on the opinion or advice of or any information obtained from any solicitor, counsel, advocate, valuer, surveyor, broker, auctioneer, qualified accountant or any other expert whether obtained by the Company or by the Debenture Trustee or otherwise. (e) The Debenture Trustee shall notify the Debenture Holders upon the execution of the Transaction Documents. (f) Save as herein otherwise expressly provided the Debenture Trustee shall, as regards all trusts, powers, authorities and discretions hereby vested in them, have absolute and uncontrolled discretion as to the exercise thereof and to the mode and time of exercise thereof.

	(g) With a view to facilitating any dealing under any provision of these presents the Debenture Trustee shall have full power to consent (where such consent is required) to a specified transaction or class of transactions conditionally. (h) The Debenture Trustee shall be at liberty to accept a certificate signed by any director of the Company as to any act or matter prima facie within the knowledge of the Company as sufficient evidence thereof and a like certificate that any property or assets are in the opinion of the director so certifying worth a particular sum or suitable for the Company's purpose or business as sufficient evidence that it is worth that sum or so suitable and a like certificate to the effect that any particular dealing or transaction or step or thing is in the opinion of the director so certifying expedient as sufficient evidence that it is expedient and the Debenture Trustee shall not be bound in any such case to call for further evidence or be responsible for any loss that may be occasioned by their failing to do so. However, if the Debenture Trustee has cause to believe that any certificate received has errors and wrongful facts, then the Debenture Trustee shall cause an independent verification of the same. (i) Subject to the provisions of Section 71(7) of the Act and Rule 18 (3) of the Companies (Share Capital and Debentures) Rules, 2014, the Debenture Trustee shall not be responsible for the consequences of any mistake, oversight or error of judgment or forgetfulness or want of prudence on their part or on the part of any attorney, Receiver or any Person appointed by them and shall not be responsible for any misconduct on account of any Person appointed by them or be bound to supervise the proceedings of any such appointee. (j) The Debenture Trustee shall be responsible for acts and omissions of its employees performed during the normal course of its business. (k) The Debenture Trustee shall not be bound to give notice to any Person of the execution hereof or to see to the performance or observance of any of the obligations hereby imposed on the Company or in any way to interfere with the conduct of the Company’s business unless and until the rights under the Debentures shall have become enforceable and the Debenture Trustee shall have determined to enforce the same.

	(l) The Debenture Trustee shall be at liberty to keep these presents and all deeds and other documents relating to the Hypothecated Assets at their registered office or elsewhere or if the Debenture Trustee so decide with any banker or company whose business includes undertaking the safe custody of documents or with an advocates or firm of solicitors and the Debenture Trustee shall not be responsible for any loss incurred in connection with any such deposit and the Debenture Trustee may pay all sums required to be paid on account of or in respect of any such deposit. (m) The Debenture Trustee shall not be bound to take any steps to ascertain whether any Event of Default has happened upon the happening of which the Debentures or the rights under the Debentures becomes enforceable unless the Debenture Trustee has actual knowledge of such Event of Default. In the event the Debenture Trustee has actual knowledge of certain facts which would consequently result in an Event of Default, the Debenture Trustee shall immediately inform the Debenture Holders and declare an Event of Default upon their instruments. (n) The Debenture Trustee can do a valuation of the Hypothecated Assets and re-valuate the Hypothecated Assets, as and when it deems fit, if in its opinion the Security Cover is falling or is low and all reasonable and actual costs for such valuation shall be borne by the Company. (o) The Debenture Trustee shall be under no obligation to provide the Debenture Holders with any credit or other information concerning the financial condition or affairs of the Company, except those received by it in its capacity as the Debenture Trustee hereunder, and the Debenture Trustee shall be obliged to provide the Debenture Holders with credit or other information concerning the financial condition or affairs of the Company as requested by the Debenture Holders directly from the Company or through the Debenture Trustee. (p) The Debenture Trustee shall, as regards, all trusts, powers, authorities and discretion's, have absolute and uncontrolled discretion, in consultation with Debenture-holder(s)/Beneficial Owner(s), as to the exercise thereof and to the mode and time of exercise thereof and in the absence of fraud, wilful negligence, misconduct, shall not

		be responsible for any loss, costs, charges, expenses or inconvenience that may result from the exercise or non-exercise thereof and in particular they shall not be bound to act at the request or direction of the Debenture Holder(s)/Beneficial Owner(s) under the provisions of these presents unless sufficient monies shall have been provided or provision to the satisfaction of the Debenture Trustee made for providing the same and the Debenture Trustee are indemnified to their satisfaction against all further reasonable and actual costs, charges, expenses and liability which may be incurred in complying with such request or direction.
	(q)	The Debenture Trustee shall not be responsible for the monies paid by Applicants for the Debentures or be bound to see to the Application thereof.
	(r)	The Debenture Trustee shall not be responsible for acting upon any resolution purporting to have been passed at any Meeting of the Debenture Holder(s)/ Beneficial Owner(s) in respect whereof minutes have been made and signed even though it may subsequently be found that there was some defect in the constitution of the meeting or the passing of the resolution or that for any reason the resolution was not valid or binding upon the Debenture-holder(s)/Beneficial Owner(s).
	(s)	The Debenture Trustee shall have full power, in consultation with Debenture Holder(s)/Beneficial Owner(s), to determine all questions and doubts arising in relation to any of the provision of these presents and every such determination bona fide made (whether or not the same shall relate wholly or partially to the acts or proceedings of the Debenture Trustee) shall be conclusive and binding upon all Persons interested under these presents.
	(t)	The Debenture Trustee and its employees shall not be liable for anything whatsoever except a breach of trust knowingly and intentionally committed by the Debenture Trustee and its employees.
	(u)	Subject to Applicable law, the Debenture Trustee and its employees shall not be liable for any default, omission or delay in performing or exercising any of the powers or trusts expressed in these presents or contained or any of them or in enforcing the covenants contained therein or any of them or in giving notice to any Person or Persons of

	the execution thereof or in taking any other steps which may be necessary, expedient or desirable or for any loss or injury which may be occasioned by reason thereof unless the Debenture Trustee shall have been previously requested by notice in writing to perform, exercise or do any of such steps as aforesaid if authorized by way of a Special Resolution and the Debenture Trustee shall not be bound to perform, exercise or do any such acts, powers or things or to take any such steps unless and until sufficient moneys shall have been provided or provision to the satisfaction of the Debenture Trustee made for providing the same by or on behalf of the Debenture Holder(s)/Beneficial Owner(s) or some of them in order to provide for any costs, charges and expenses which the Debenture Trustee may incur or may have to pay in connection with the same and the Debenture Trustee are indemnified to their satisfaction against all further reasonable and actual costs, charges, expenses and liabilities which may be incurred in complying with such request. PROVIDED NEVERTHELESS that nothing contained herein in this paragraph shall exempt the Debenture Trustee from or indemnify them against any liability under the Act or rules made thereunder and SEBI (Debenture Trustees) Regulations, 1993 or which by virtue of any rule or law would otherwise attach to them in respect of any negligence, misconduct, default in discharge of their fiduciary duty or breach of trust which they may be guilty of in relation to their duties hereunder as conclusively determined by court of competent jurisdiction. The Debenture Holders and the Debenture Trustee shall have a right to appoint a nominee director on the board of directors of the Company (hereinafter referred to as the "Nominee Director") upon the occurrence of any of the following: (a) two consecutive defaults in the payment of interest to the Debenture Holders; (b) default in creation of security for Debentures; (c) default in redemption of Debentures; and / or (d) occurrence of any Event of Default (other than the Event of Default specified in Section 2.5 of this Key Information Document). The Nominee Director shall not be liable to retire by rotation nor

	required to hold any qualification shares. The Company shall appoint the Nominee Director forthwith on receiving a nomination notice from the Debenture Trustee. The Nominee Director shall be appointed on all key committees of the board of directors of the Company. It is hereby clarified that such Nominee Director shall hold office for so long as the Event of Default is continuing. Upon the cure or waiver of such Event of Default, the Nominee Director shall forthwith cease to hold the office. (a) Without prejudice to above (*Nominee Director*), the Debenture Trustee (acting on the instructions of Majority Debenture Holders) shall, upon the occurrence of Payment Default, have a right to nominate an observer to the board of directors of the Company (**Observer**). (b) Where the Debenture Trustee nominates an Observer then, the quorum for the meeting of the board of the Company and the key committees of the board of the Company or the meetings of the shareholders of the Company shall require the presence of the Observer. The Observer shall only be permitted to participate in discussions of the board and the committees and shall not be entitled to vote on any matter. It is hereby clarified that such Observer shall hold office for so long as the Event of Default is continuing. Upon the cure or waiver of such Event of Default, the Observer shall forthwith cease to hold the office.
Risk factors pertaining to the Issue	Please refer to Section 3 of the General Information Document dated November 25, 2025. Additionally, the risk factors in relation to the business of the Company and the risk factors in relation to the Security in relation to this Issue are more particularly covered in Section 11 of this Key Information Document.
Covenants	Please refer to Section 2.4 of this Key Information Document.
Representation and warranties	Please refer to Section 2.3 of this Key Information Document.
Illustration of Bond Cash-flows	Kindly refer to Annexure II of this Key Information Document.
Governing Law and Jurisdiction	(a) The Transaction Documents shall be governed by and construed in accordance with laws of India. The Company agrees that the courts and tribunals at New Delhi, shall have exclusive jurisdiction to settle any disputes which may arise out of or in connection with this Issue and that accordingly any suit, action or proceedings (together referred to as "**Proceedings**") arising out of or in

	connection with any Transaction Documents may be brought in such courts or the tribunals and the Company irrevocably submits to and accepts for itself and in respect of its property, generally and unconditionally, the jurisdiction of those courts or tribunals.
Financial Covenants	The Company shall comply with each of the following financial covenants at all times until the redemption of all Outstanding Principal Amounts: (a) maintain a maximum permissible ratio of A:B where "A" is Total Debt and "B" is the Company's Tangible Net Worth at 4.25x (four decimal two five times). *It is hereby clarified that for the purpose of calculating the ratio above, "**Total Debt**" shall mean the sum of all Debt Securities, Borrowings and Subordinated Debt of the Company, where (i) "**Debt Securities**" shall include secured and unsecured debentures (and other related obligations) issued by the Company; and (ii) "**Borrowings**" shall include term loans from banks, financial institutions and other entities, external commercial borrowings and cash credit / overdrafts availed by the Company, but shall exclude all Debt Securities.* (b) maintain a maximum permissible ratio of X:Y where "X" is PAR>90 (net off Loan Loss Provisions on the Company's entire portfolio including receivables sold or discounted on a non-recourse basis) and "Y" is the Tangible Net Worth, at 20% (twenty percent). (c) Maintain a minimum capital ratio of D:E where "D" is the aggregate of Tier I Capital Tier II Capital, and "E" is the Company's risk-weighted assets on-balance sheet risk adjusted value of off-balance sheet items at a level not less than 18% (eighteen percent) or at the regulatory minimum prescribed by the RBI under the NBFC Directions, whichever is higher. *It is hereby clarified that for the purpose of calculation of the minimum capital ratio as set off above, the (i) first loss credit enhancements provided by the Company on securitization shall be reduced from Tier I Capital and Tier II Capital without any ceiling; (ii) credit enhancements provided by the Company on Loans originated on behalf of other institutions shall be reduced from Tier I Capital and*

	Tier II Capital without any ceiling (with the deduction in both cases being made at 50% (fifty percent) from Tier I Capital and 50% (fifty percent) from Tier II Capital); and (iii) 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. (d) maintain a maximum permissible ratio of V:W where "V" is the Tangible Net Worth of the Company and "W" is the Gross Loan Portfolio of the Company, at 18% (eighteen percent). (e) maintain a maximum permissible ratio of G:H where "G" is the aggregate of PAR>90 and write-offs on the Company's entire portfolio (including receivables sold or discounted on a non-recourse basis) and "H" is the Gross Loan Portfolio of the Company, at 25% (twenty five percent), where write-offs would be calculated for the trailing 12 (twelve) months. It is hereby clarified that the Financial Covenants shall be tested at the discretion of the Debenture Trustee (acting on the instructions of the Debenture Holder(s)) on a quarterly basis at any time till the Final Settlement Date, and where the Company is found to be in breach of the Financial Covenants, it shall, at the option of the Debenture Trustee (acting on the instructions of the Special Majority Debenture Holder(s)) be required to pay a sum equivalent to 0.5% (Zero Point Five percent) of the Outstanding Amounts after the expiry of the Cure Period for breach of Financial Covenants. Provided that the Debenture Trustee may approve any application for consent in respect of the above matters, if Debenture Holders' representing more than 75% (seventy five percent) of the outstanding principal amounts of the Debentures provide their consent within a period of 15 calendar days from the date of receipt of such request/notification from the Debenture Trustee. In case of non-response from Debenture Holder within 15 days, it will be deemed to be consented.

Notes:

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 should 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 penal interest rates mentioned above as payable by the Issuer are independent of each other.*

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

   The proceeds of the issuance of Debentures will be utilized by the Issuer for onward lending and will be in compliance with the NCDs End Use Criteria.
5. *While the debt securities are secured to the tune of 1.10x (One Decimal One Zero) times of the Payment Obligations in favour of Debenture Trustee, it is the duty of the Debenture Trustee to monitor that the security is maintained,*
6. *The Issuer hereby undertakes that the assets on which the first ranking exclusive and continuing charge is created by the Company in favour of the Debenture Trustee to secure the obligations of the Company in relation to the Debentures under the terms of the Hypothecation Agreement, being the Hypothecated Assets, are free from any encumbrances. The Issuer further undertakes that given that the charge proposed to be created is a first ranking exclusive and continuing charge, no permission or consent to create a second or pari-passu charge on the assets of the Issuer is required to be obtained from any creditor (whether or not existing) of the Issuer. All disclosures made in this Key Information Document with respect to creation of security are in conformity with the clauses of Debenture Trustee Agreement. The Company also undertakes that the information on consents / permissions required for creation of further charge on assets is adequately disclosed in this Key Information Document.*
7. *All disclosures made in the this Key Information Document with respect to creation of security are in conformity with the clauses of debenture trustee agreement. 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.*

Creation of Security: The Issuer shall give an undertaking in the Key Information Document that the assets on which charge is created are free from any encumbrances and in cases where the assets are already charged to secure a debt, the permission or consent to create a second or *pari-passu* charge on the assets of the issuer has been obtained from the earlier creditor.

The Issuer hereby undertakes that the assets on which the first ranking exclusive charge is created by the Company in favour of the Debenture Trustee to secure the obligations of the Company in relation to the Debentures under the terms of the Hypothecation Agreement, being the Secured Property, are free from any encumbrances.

2.2 KEY TERMS IN RELATION TO DEBENTURE TRUSTEE

(a) **Terms and conditions of Debenture Trustee Agreement**

In relation to the present issue of Debentures,

(i) the Company has appointed Catalyst Trusteeship Limited as the Debenture Trustee (acting in trust for, on behalf and for the benefit of the Debenture Holders);

(ii) the remuneration of the Debenture Trustee shall be as per the letter provided in Annexure IV of this Key Information Document; and

(iii) Catalyst Trusteeship Limited has provided its written consent for its appointment as

Debenture Trustee to the Issue and inclusion of its name in the form and context in which it appears in the General Information Document and this Key Information Document and in all the subsequent periodical communications sent to the Debenture Holders. The consent letter from Debenture Trustee is provided in Annexure IV of this Key Information Document.

(b) **Details of security and the process of due diligence carried out by the Debenture Trustee**

(i) The description of security provided with respect to the Debentures is set out in Section 2.1 (*Issue Details*) of this Key Information Document under the head *"Description regarding Security (where applicable) including type of security (movable / immovable / tangible etc.), type of charge (pledge / hypothecation / mortgage etc.), date of creation of security / likely date of creation of security, minimum security cover, revaluation, replacement of security, interest to the debenture holder over and above the coupon rate as specified in the Trust Deed and disclosed in the Offer Document / Information Memorandum.*".

(ii) The Debenture Trustee, either through itself or its agents /advisors/consultants, shall carry out requisite diligence. For the purpose of carrying out the due diligence as required in terms of the Applicable Laws including the, the Debenture Trustee, either through itself or its agents /advisors/consultants, shall have the power to examine the books of account of the Company by its officers and/or external auditors/valuers/consultants/lawyers/technical experts/management consultants appointed by the Debenture Trustee.

(iii) The Company shall ensure that it provides and procures all information, representations, confirmations and disclosures as may be required in the sole discretion of the Debenture Trustee to carry out the requisite diligence in connection with the issuance and allotment of the Debentures, in accordance with the Applicable Laws.

(iv) The due diligence certificate from the Debenture Trustee is provided in Annexure VI of this Key Information Document.

(c) The Debenture Trustee shall have the power to either independently appoint, or direct the Company to (after consultation with the Debenture Trustee) appoint intermediaries, valuers, chartered accountant firms, practicing company secretaries, consultants, lawyers and other entities in order to assist in the diligence by the Debenture Trustee. All costs, charges, fees and expenses that are associated with and incurred in relation to the diligence as well as preparation of the reports/certificates/documentation, including all out of pocket expenses towards legal or inspection costs, travelling and other costs, shall be solely borne by the Company.

Fees	Attached as Annexure IV of this Key Information Document.
Security clause	As per Section 2.1 (*Issue Details*) under the head "*Description regarding Security*" of this Key Information Document under the head *"Description regarding Security (where applicable) including type of security (movable / immovable / tangible etc.), type of*

	charge (pledge / hypothecation / mortgage etc.), date of creation of security / likely date of creation of security, minimum security cover, revaluation, replacement of security, interest to the debenture holder over and above the coupon rate as specified in the Trust Deed and disclosed in the Offer Document / Information Memorandum."
Due Diligence certificate	Attached as Annexure VI of this Key Information Document.

2.3 REPRESENTATIONS AND WARRANTIES

The Company hereby represents and warrants to the Debenture Trustee on the day of the execution of the Transaction Documents and shall be repeating on each day till the Final Settlement Date as follows:

(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, except as disclosed to Debenture Trustee before the Deemed Date of Allotment.

(g) ***Pari passu ranking***

Each Debenture constitutes direct and unconditional, and secured obligations of the Company. The claims of the Debenture Holders shall be superior to all the claims of equity investors/ lenders of Tier I Capital and Tier II Capital (including without limitation, any Subordinated Debt) and shall rank at least *pari passu* inter se and to all other lenders who have not expressly agreed to subordinate their claims to those of other lenders of the Company.

(h) ***Security Interest***

The Security Interest created over the Hypothecated Assets in terms of the Debenture Trust Deed and the Hypothecation Agreement is a first ranking, exclusive and continuing Security Interest on identified receivables of the Company comprised of the Loans which adhere to the Eligibility Criteria.

(i) ***No proceedings pending***

Except as disclosed by the Company in the Debt Disclosure Documents, 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 on the operations, performance or prospects of the Company or which purports to have an adverse impact on the rights of the Debenture Holders.

(j) ***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; and

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

(k) ***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 Law or requiring them to take or omit any action;

(ii) There has been no Material Adverse Effect on the business, conditions and / or operations of the Company; and

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

(l) ***Assets***

Except for the Security Interests created and recorded with the ROC updated from time to time, the Company has, free from any Security Interest, 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.

(m) ***Financial statements***

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

(ii) Its 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; and

(iii) It has disclosed all its borrowings from various banks and financial institutions in the Offer Letter.

(n) ***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 Law, nor will it become unable to pay its debts for the purposes of Law as a consequence of entering into the Debenture Trust Deed or any other Transaction Document;

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

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

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

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

(o) ***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.

(p) ***Legal and Beneficial Ownership***

Except for the Security Interests 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, 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.

(q) ***Compliance with Laws***

(i) The Company is in material compliance with Laws, with all Tax laws in all jurisdictions in which it is subject to Tax and is not subject to any present liability by reason of non-compliance with such Law as would affect the ability

of the Company to conduct its business. The Company has paid all Taxes due and payable by it and no claims have been asserted or are being asserted against it in respect of Taxes, and the Company has received no notice of pendency of any Tax proceedings and no notice of Tax payable by the Company has been received by it as would affect the ability of the Company to enter into the Transaction Documents (including the Security Documents) and perform its obligations thereunder. The Company is in compliance with all Laws to enable it to lawfully execute the Transaction Documents and issue the Debentures. Further It is eligible to issue the Debentures in accordance with the provisions of the SEBI NCS Regulations and the SEBI NCS Master Circular; and

(ii) The Company is in compliance with Laws relating to data protection including the Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011, and Digital Personal Data Protection Act, 2023 (as applicable), while handling and processing information and data concerning the Loans.

(r) ***Anti-terrorism Laws***

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

(s) ***No Corrupt Practices***

(i) Neither the Company nor its Key Shareholders 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; and

(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.

(t) ***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 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.

(u) ***Disclosures in the Offer Letter***

The extent of disclosures made in the Offer Letter 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.

(v) ***Audit***

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

(w) ***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.

(x) ***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.

(y) ***Employees***

The Company is in compliance with all obligations under the applicable labour laws and other Laws in relation to its employees, consultants and contractors.

(z) ***Compliance with RBI Regulations and the Act's Requirements***

The Debentures are being issued in compliance with the applicable regulations of the RBI and the relevant provisions of the Act as applicable. Any provision in the Deed which is not in compliance with regulations of the RBI 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.

(aa) ***Shareholding of the Key Shareholder(s)***

The Key Shareholders hold fully paid-up and partly paid-up equity shares in the Company in the manner set out below:

NAME OF THE KEY SHAREHOLDER	**INVESTMENT TYPE**	**EXISTING STAKE (IN %AGE)**
Dhruv Khaitan	Fully diluted (excluding any	9.05

	employee stock options)	
Piyush Khaitan	Fully diluted (excluding any employee stock options)	9.05

2.4 Covenants of the Issue

2.4.1 Affirmative Covenants

(a) ***Notice of winding up or other legal process***

The Company shall promptly inform the Debenture Trustee if it has notice of any application for winding up having been made or any statutory notice of winding up under the provisions of the Act or any other notice under any other statute relating to winding up or otherwise of any suit or other legal process intended to be filed or initiated against the Company.

(b) ***Loss or damage by uncovered risks***

The Company shall promptly inform the Debenture Trustee of any material loss or significant damage which the Company may suffer due to any Force Majeure Event or an act of God, such as earthquake, flood, tempest or typhoon, etc. against which the Company may not have insured its properties.

(c) ***Costs and expenses***

The Company shall pay all costs, charges and expenses in any way incurred by the Debenture Trustee towards protection of Debenture Holders' interests, including traveling and other allowances and such taxes, duties, costs, charges and expenses in connection with or relating to the Debentures subject to such expenses, costs or charges being approved in writing by the Company before they are incurred and shall not include any foreign travel costs.

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

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 and also punctually pay and discharge all debts and obligations and liabilities which may have priority over the Debentures and observe, perform and comply with all covenants and obligations which ought to be observed and performed by the Company under the Debenture Trust Deed.

(e) ***Preserve corporate status; authorisations***

The Company shall:

(i) diligently preserve and maintain its corporate existence and status and all rights, contracts privileges, franchises and concessions now held or hereafter acquired by it in the conduct of its business and comply with each and every term of the said franchises and concessions and all acts, authorizations, consents, permissions, rules, regulations, orders and directions of any legislative, executive, administrative or judicial body applicable to its Assets or any part thereof PROVIDED THAT the Company may contest in good faith the validity of any such acts, rules, regulations, orders and directions and pending the determination of such contest may postpone compliance therewith if the rights enforceable under the Debentures are not thereby materially endangered or impaired. The Company will not do or voluntarily suffer or permit to be done any act or thing whereby its right to transact its business might or could be terminated or whereby payment of the principal of or interest on the Debentures might or would be hindered or delayed;

(ii) conduct its business with due diligence and efficiency and in accordance with sound technical, managerial and financial standards and business practices with qualified and experienced management and personnel; and

(iii) promptly obtain all consents and authorizations as maybe necessary for performing its obligations in relation to the issue of the Debentures.

(f) ***Pay stamp duty***

The Company shall pay all such stamp duty (including any additional stamp duty), other duties, taxes, charges and penalties, if and when the Company may be required to pay according to the applicable state laws and in the event of the Company failing to pay such stamp duty, other duties, taxes and penalties as aforesaid, the Debenture Trustee will be at liberty (but shall not be bound) to pay the same and the Company shall reimburse the same to the Debenture Trustee on demand.

(g) ***Furnish information to trustee***

The Company shall give to the Debenture Trustee or its nominee(s)/ agent(s) such information/copies of relevant extracts as they shall require as to all matters relating to the business of the Company or any part thereof and to investigate the affairs thereof and the Company shall allow the Debenture Trustee to make such examination and investigation as and when felt necessary and shall furnish him with all such information as they may require and shall pay all reasonable costs, charges and expenses incidental to such examination and investigation.

(h) ***Grievance***

Promptly and expeditiously attend to and redress the grievances, if any, of the Debenture Holders. The Company further undertakes that it shall promptly comply with the suggestions and directions that may be given in this regard, from time to time, by the Debenture Trustee and shall advise the Debenture Trustee periodically of the compliance.

(i) ***Specific Information to be provided to the Debenture Trustee***

The Company shall inform and provide the Debenture Trustee with applicable documents in respect of the following:

(i) notice of any Event of Default or potential Event of Default, each as listed in **Section 2.5** (*Events of Default*) of this Key Information Document;

(ii) periodic review of the ratings obtained by the Company from the Rating Agency; and

(iii) the declaration or distribution of dividend.

(j) ***Comply with Investor Education and Protection Fund requirements***

The Company shall comply with the provisions of the Act relating to transfer of unclaimed/ unpaid amounts of interest on Debentures and redemption of Debentures to Investor Education and Protection Fund (IEPF), if applicable to it.

(k) ***Further assurances***

The Company shall

(i) execute and/or do, at their own expense, all such deeds, assurances, documents, instruments, acts, matters and things, in such form and otherwise as the Debenture Trustee may reasonably or by Law require or consider necessary in relation to enforcing or exercising any of the rights and authorities of the Debenture Trustee;

(ii) furnish to the Debenture Trustee details of all grievances received from the Debenture Holders and the steps taken by the Company to redress the same. At the request of any Debenture Holder, the Debenture Trustee shall, by notice to the Company call upon the Company to take appropriate steps to redress such grievance and the Company shall comply with the instructions of the Debenture Trustee issued in this regard;

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

(iv) comply with:

(A) all Laws, rules, regulations and guidelines (including but not limited to environmental, social and taxation related Laws), as applicable in respect of the Debentures and obtain such regulatory approvals as may be required from time to time including but not limited, in relation to the following (if the Debentures are listed) (i) the provisions of the SEBI LODR Regulations, SEBI NCS Regulations and the provisions of the listing agreement to be entered into by the Company with the BSE in relation to the Debentures;

(B) the RBI's guidelines in relation to digital lending, as set out in 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"*;

(C) furnish to the Debenture Trustee such data, information, statements and reports as may be deemed necessary by the Debenture Trustee;

(D) the provisions of the Act in relation to the issue of the Debentures;

(E) procure that the Debentures are rated and continued to be rated until the redemption of the Debentures; and

(F) the Company shall ensure that, at time of making any payment of interest or repayment of the principal amount of the Debentures in full or in part, the Company shall do so in the manner that is most tax efficient for the Debenture Holders (including withholding tax benefit) but without, in any way, requiring the Company to incur any additional costs, expenses or taxes and the Company shall avail of all the benefits available under any treaty applicable to the Company and/or the Debenture Holders;

(v) The Company shall:

(A) comply with all Law (including but not limited to the Act, the environmental, social and taxation related laws, all directions issued by relevant regulatory authorities) as applicable in respect of the Debentures and obtain such regulatory approvals as may be required from time to time;

(B) (to the extent applicable) comply with all Laws and regulatory requirements for entities which have any foreign investors;

(C) comply with all Law and ensure all filings required to be made are duly made by it within the timelines specified thereunder;

(D) comply with the SEBI Debenture Trustee Regulations, as in force from time to time, insofar as they are applicable to the Debentures, and shall furnish to the Debenture Trustee such data, information, statements and reports as may be required or deemed necessary by the Debenture Trustee to enable it to comply with the provisions of Regulation 15 of the SEBI Debenture Trustee Regulations in the performance of its duties thereunder, to the extent applicable to the Debentures;

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

(F) ensure that, at the time of making any payment of the Outstanding Amounts or the Redemption Amounts, in whole or in part, such payment is made in accordance with Law relating to tax, without in any manner requiring the Company to incur any additional costs, expenses or taxes, and the Company shall avail of all benefits available under any tax treaty applicable to the Company and/or the Debenture Holders; and

(G) comply, if so required, with the provisions of Chapter XI (Operational framework for transactions in defaulted debt securities post maturity date/redemption date) of the SEBI NCS Master Circular, and provide all requisite details, disclosures and intimations to the Debenture Trustee, the Depositories and the Stock Exchange, as applicable, in accordance therewith; and

(vi) the Company shall provide all necessary assistance and cooperation to, and permit the Debenture Trustee to conduct periodical checks, verifications, due diligence and other inspections (at such frequency and within such timelines as may be determined by the Debenture Trustee) in respect of the books and accounts of the Company and the Hypothecated Assets.

(l) ***Security***

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

(i) the Debentures shall be secured with first ranking exclusive security by way of a first ranking exclusive Security Interest on the Hypothecated Assets in favour of the Debenture Trustee for the benefit of the Debenture Holders;

(ii) that all the Assets that shall be charged to the Debenture Trustee under the Hypothecation Agreement shall always be kept distinguishable and held as the exclusive property of the Company specifically appropriated to this security and be dealt with only under the directions of the Debenture Trustee. The Company shall not create any Security Interest upon or over the same or any part thereof except in favour of the Debenture Trustee nor suffer any such Security Interest nor do or allow anything that may prejudice this security and the Debenture Trustee shall be at liberty to incur all costs and expenses as may be necessary to preserve this security and to maintain the same undiminished and claim reimbursement thereof;

(iii) shall, on the Deemed Date of Allotment and at all times thereafter till the Final Settlement Date, ensure that the Security Cover is maintained with such Receivables that meet the Eligibility Criteria, and in the event the Hypothecated Assets does not meet the Eligibility Criteria or are insufficient to maintain the Security Cover,, it shall Top-up the Hypothecated Assets with additional Receivables and/or Replace any Receivables constituting the Hypothecated Assets in accordance with the Hypothecation Agreement so as to ensure that Security Cover is maintained at all times from the Deemed Date of Allotment till the Final Settlement Date in full and perfect the first ranking and exclusive Security Interest of the Debenture Trustee over such modified Hypothecated Assets by filing Form CHG-9 with the concerned ROC and the required filing with the Central Registry in relation thereto as soon as practicable and no later than 30 (thirty) calendar days therefrom;

(iv) shall, within 30 (thirty) calendar days from the end of each Quarterly Date, a certificate signed by the management of the Company, containing *inter alia* a list of specific loan receivables/book debts to the Debenture Trustee over which the charge is created and subsisting by way of hypothecation in favour of the Debenture Trustee (for the benefit of the Debenture Holders) ("**Quarterly Hypothecated Assets Report**");

(v) the Security Interest created on the Hypothecated Assets shall be a continuing security as described in the Hypothecation Agreement;

(vi) the Hypothecated Assets shall satisfy the Eligibility Criteria;

(vii) it agrees that the Debenture Holder(s) shall have the right to purchase the Loans underlying the Hypothecated Assets or cause the Loans underlying the Hypothecated Assets to be securitized (in whole or in part) and sold to a special purpose vehicle ("**SPV**") at a future date at a purchase price mutually agreed upon by the Company and the Debenture Holder(s) based on prevailing market rates ("**Purchase Price**"). Any difference between the amounts due in respect of the Loans and the Purchase Price shall be repaid forthwith by the Company to the Debenture Holder(s), at the option of the Debenture Holder(s). It is hereby clarified that the Loans underlying the Hypothecated Assets that are so securitised shall be selected by the Debenture Holder(s) based on the Debenture Holder's due diligence and agreed eligibility criteria. Further, any sale, transfer or assignment of the Hypothecated Assets by the Company by way of an assignment or securitisation transaction or otherwise shall be subject to the right of first refusal of the Debenture Holders; and

(viii) nothing contained herein shall prejudice the rights or remedies of the Debenture Trustee and/ or the Debenture Holders in respect of any present or future security, guarantee obligation or decree for any Financial Indebtedness or liability of the Company to the Debenture Trustee and/ or the Debenture Holders.

(m) ***Amounts to be reimbursed to the Debenture Trustee***

The Company shall, forthwith upon demand by the Debenture Trustee, reimburse to the Debenture Trustee all amounts paid by the Debenture Trustee to reasonably protect the Hypothecated Assets and such amounts shall be deemed to be secured by the Hypothecated Assets.

(n) ***Books of Account***

The Company shall maintain proper books of account as required by the Act and therein make true and proper entries of all dealings and transactions of and in relation to the Hypothecated Assets and the business of the Company and keep such books of account and all other books, registers and other documents relating to the affairs of the Company at its registered office or, where permitted by Law, at other place or places where the books of account and documents of a similar nature may be kept. The Company will ensure that all entries in the same relating to the Hypothecated Assets and the business of the Company shall at all reasonable times be open for inspection of the Debenture Trustee and such person or persons as the Debenture Trustee shall, from time to time, in writing for the purpose, appointed.

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

The Company shall promptly inform the Debenture Trustee in writing of the occurrence of any, or the occurrence of any event that is likely to have a, Material Adverse Effect, together with explanation of the reasons thereof.

(p) ***Filings; Compliance with BSE requirements***

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

(i) the Company shall comply with the relevant provisions of the SEBI LODR Regulations applicable to listed entities which have listed their non-convertible securities, including (to the extent applicable), the provisions of Chapter II (*Principles governing disclosures and obligations of listed entity*), Chapter III (*Common obligations of listed entities*), Chapter IV (*Obligations of a listed entity which has listed its specified securities and non-convertible debt securities*), and Chapter V (*Obligations of listed entity which has listed its non-convertible securities*) of the SEBI LODR Regulations;

(ii) it will provide all such assistance to the Debenture Trustee as may be required by it, to carry out the necessary due diligence and monitor the security cover in the manner as may be specified by SEBI from time to time. In this regard, in accordance with Chapter VI (*Periodical/ Continuous Monitoring by Debenture Trustee*) of the SEBI Debenture Trustees Master Circular, the Company undertakes and agrees to provide all relevant documents/information, as applicable, to enable the Debenture Trustee to submit the following reports/certifications to the BSE in accordance with Chapter VI (*Periodical/ Continuous Monitoring by Debenture Trustee*) of the SEBI Debenture Trustees Master Circular, as more particularly set out in the Debenture Trust Deed and within the timelines mentioned therein;

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

(iv) it will provide/fill all such information as prescribed under the SEBI Centralized Database Requirements at the time of allotment of the International Securities Identification Number (ISIN) in respect of the Debentures;

(v) it will submit to the Debenture Trustee, on a half yearly basis, a certificate from the statutory auditor of the Company giving the value of receivables/book debts including compliance with the covenants set out in the Debt Disclosure Documents in such manner as may be specified by SEBI from time to time;

(vi) (if so required) it will submit to the Debenture Trustee, on an annual basis, a certificate from the statutory auditor of the Company in relation to the value of the book debts/receivables comprising the Hypothecated Assets; and

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

The Company shall file with the BSE such information as required under Chapter V of the SEBI LODR Regulations.

(q) ***Insurance***

Company shall maintain insurances on and in relation to its business and assets with insurance companies against those risks and to the extent as is usual for companies carrying on the same or substantially similar business and any other insurances as may be required by Law and ensure that all premiums are paid on time and other obligations of the Company under the insurance policies are duly complied with.

(r) ***Corporate Governance***

(i) the Company shall maintain the highest standards of corporate governance in accordance with the NBFC Directions and the Laws;

(ii) shall at all times until the Final Redemption Date, ensure that there are at least 2 (two) independent directors; and

(iii) the Company shall at all times comply with the NBFC Directions and other Law including any fair practices code of the RBI.

(s) ***General***

(i) the Company shall ensure that the proceeds of the Debentures shall be utilised solely for the Purpose, as more particularly set out under the Debenture Trust Deed;

(ii) the Company shall perform all of its obligations under the terms of the Transactions Documents and maintain in full force and effect each of the Transaction Documents;

(iii) the Company shall promptly pay and discharge all its financial obligations and regularly make all payments due and payable by the Company, including but not limited to taxes and also such payment due and payable under or in respect of the Issue or any documents executed in connection there with;

(iv) the Company shall give the Debenture Trustee any information, relating to the business, property, affairs of the Company, that materially impacts the interests of the Debenture Holders;

(v) the Company shall comply with the 'Guidelines on Fair Practices Code for Non-Banking Financial Companies' as prescribed by the RBI from time to time; and

(vi) the Company shall at all times act and proceed in relation to its affairs and business in compliance with Law.

(t) ***Access***

The Company shall permit the Debenture Trustee (and the Debenture holders) and/or accountants or other professional advisers and contractors appointed by the Debenture Trustee access at all reasonable times and on reasonable notice of the Company to:

(i) data / information and to arrange meetings with the management team for periodical portfolio monitoring; and

(ii) check the management of the funds made available through subscription to the Debentures; and

(iii) visit and inspect the premises of the Company and inspect and take copies and extracts from the books, accounts and records of the Company.

(u) ***Conditions Subsequent***

Company shall comply with the conditions stipulated in **Schedule XIII** (*Conditions Subsequent*).

(v) ***Financial Covenants***

Company shall comply with the Financial Covenants provided under **Schedule IX** (*Financial Covenants*).

(w) ***Issue Terms and Conditions***

At all times during the term of these presents comply with each of the Issue Terms and Conditions.

(x) ***Internal Controls***

Company shall maintain appropriate internal controls for the purpose of (i) preventing fraud on monies lent by the Company; and (ii) preventing money being used for money laundering or illegal purposes.

(y) ***Information to Debenture Trustee***

The Company shall promptly provide all assistance, documents, information and servicing requests from the Debenture Trustee and / or the Debenture Holders as may be required by them (including to enable the Debenture Trustee to fulfill its obligations as laid out in the Debenture Trust Deed and as may be required by RBI from time to time.

(z) ***Filings***

Pursuant to the provisions of the Companies Act and the relevant rules thereunder, the Company undertakes to make the necessary filings of the documents mandated therein including (if required under Law) the Offer Letter, the return of allotment (Form PAS 3), Form CHG-9, and (if so required under Law) record of Offer Letter (Form PAS 5) with the ROC, within the timelines stipulated under the Companies Act and the relevant rules thereunder and any other Law.

(aa) ***Information Covenants***

The Company comply with any monitoring and/or servicing requests from Debenture Holders, including its monthly, quarterly, annual and event-based reporting requirements as required

under the Reporting Covenants.

(bb) ***Personal Guarantee***

In the event that any of the Key Shareholders furnish any personal guarantee in favour of any other lender, debenture trustee or debenture holder(s), the Company shall ensure and procure that the relevant Key Shareholder(s) shall furnish an equivalent personal guarantee in favour of the Debenture Trustee for the benefit of the Debenture Holders. It is hereby clarified that this obligation shall apply to all incremental borrowings availed by the Company after the Deemed Date of Allotment.

(cc) ***Legal Opinion***

The Company shall procure and submit a legal opinion for the benefit of the Debenture Holders addressed to the Debenture Trustee issued by a legal counsel to the satisfaction of the Debenture Trustee [as condition precedent to the]/[within (x) days of] issuance of Debentures.

(dd) ***Personal Guarantee***

The Company shall ensure that if Piyush Khaitan and/or Dhruv Khaitan provide personal guarantee towards another credit facility taken by the Company, then they shall respectively forthwith provide a personal guarantee for the outstanding amounts under the Debentures in the form and manner satisfactory to the Debenture Trustee.

(ee) ***Key Personnel***

The Company shall ensure that Arun Nayyar shall continue to maintain an executive role in the Company till the Final Settlement Date.

Provided that the Debenture Trustee may approve any application for consent in respect of the above matters, if Debenture Holders' representing more than 75% (seventy five percent) of the outstanding principal amounts of the Debentures provide their consent within a period of 15 calendar days from the date of receipt of such request/notification from the Debenture Trustee. In case of non-response from Debenture Holder within 15 days, it will be deemed to be consented.

2.4.2 Negative Covenants

The Company shall not without the prior written permission of the Debenture Trustee undertake to do any of the following (in any manner whatsoever):

(a) ***Change of business; Change in Constitutional Documents***

(i) Change the general nature of its business from that which is permitted by the RBI;

(ii) Effect any change in its Memorandum or Articles of Association that are prejudicial to the interests of the Debenture Holders; and / or

(iii) Undertake any major new business outside of financial services or diversify its business outside financial services.

(b) ***Dividend***

If a Payment Default has occurred and is continuing, then until the rectification of the above-mentioned events, or until the redemption of the Debentures in full to the satisfaction of the Debenture Trustee, the Company shall not, without the prior written consent of the Majority Debenture Holders, declare or pay any dividend or make any distribution of its share capital or purchase or redeem or otherwise acquire any part of its own share capital or in any other way transfer funds from the Company to the shareholders. It is hereby clarified that the Company shall only declare dividend during any Financial Year, out of the profits relating to that Financial Year and after making all due and necessary provisions in respect of the Debentures.

(c) ***Merger, consolidation, etc.***

(i) Undertake or permit any merger, consolidation, re-organisation, scheme of arrangement or effect any scheme of amalgamation, restructuring or reconstruction; and / or

(ii) Pass a resolution of voluntary winding up.

(d) ***Guarantees***

Undertake to guarantee the liabilities of any individual or entity.

(e) ***Arm's length basis; No profit sharing arrangements***

Enter into any transaction with any person or enter into or continue business relations with its shareholders, employees, Affiliate(s), holding company(ies), and/or subsidiary(ies) except in the Ordinary Course of Business.

(f) ***Immunity***

Claim any immunity or limitation of liability against any payment obligations arising towards the Debenture Holders.

(g) ***Auditor***

Change its auditor except as required by Law wherein the Debenture Trustee shall be furnished with prior intimation. It is hereby clarified that the Company shall authorize its auditors to communicate directly with the Debenture Trustee and the Debenture Holders.

(h) ***Liabilities***

Incur, create, assume, or allow any Financial Indebtedness that ranks prior to the Debentures or subordinates the Debentures.

(i) ***Change of Shareholding; Change of Control; Change in Management***

(i) Cause or permit any material change in its management;

(ii) Cause or permit Arun Nayyar to change their executive position in the Company prior to the Final Settlement Date;

(iii) Cause or permit any change in Control of the Company (excluding by issuance of employee stock options) due to a new equity raise;

(iv) Cause or permit acquisition of the ownership of or entitlement to more than 10% (ten percent) of shares or capital or profits of the Company by any natural person(s), whether acting alone or together, or through one or more juridical person;

(v) Enter into any compromise or arrangement with its shareholders or creditors, pass a resolution of voluntary winding-up or implement any scheme for restructuring or reconstruction, consolidation, amalgamation, merger or other similar purposes; and / or

(vi) Cause or permit the Key Shareholders to transfer or encumber the shares of the Company held by them respectively without the prior written consent of the Debenture Trustee acting on the instruction of Debenture Holders. Any change in the stake of the Key Shareholders shareholding in the Company below the existing levels set out in the table mentioned below shall require prior written intimation to the Debenture Trustee except where such dilution is caused due to a fresh equity raise or due to issuance of employee stock options. Any change in the stake of Key Shareholder in the Company below the minimum level set out in the following table shall require prior written consent of the Debenture Trustee:

NAME OF THE KEY SHAREHOLDER	**INVESTMENT TYPE**	**EXISTING STAKE (IN %AGE)**	**AGGREGATE MINIMUM STAKE (In %AGE)**
Dhruv Khaitan	Fully diluted (excluding any employee stock options)	9.05	17.50
Piyush Khaitan	Fully diluted (excluding any employee stock options)	9.05	

(j) ***Disposal of Assets***

Sell, transfer, assign, create any Security Interest or otherwise dispose of in any manner whatsoever any business, division or Assets (including Hypothecated Assets) of the Company which has the effect of exiting the business or re-structuring the existing business.

(k) ***De-merger, Consolidation, Compromise or Settlement***

(i) Enter into any transaction for the disposal of its Assets or compromise with its creditors, except in the Ordinary Course of Business, pursuant to the reasonable requirements of the Company's business and upon fair and reasonable terms; and / or

(ii) Enter into any transaction of de-merger, consolidation, re-organisation or scheme of arrangement or settlement with its shareholders or any of its creditors (secured and unsecured), or effect any such reconstruction.

(l) ***Anti-money laundering***

Permit any of the Debenture proceeds to be used to fund any form of violent political activity, terrorists or terrorist organizations, nor any money laundering process or scheme to disguise illegally obtained funds, nor any other criminal activity including arms sales, drug trafficking, robbery, fraud or racketeering.

(m) ***Related Party Transactions***

Enter into a transaction with a Related Party.

It is hereby clarified that the Company shall not, without the prior written consent of the Debenture Trustee (acting on the instructions of the Majority Debenture Holders) enter into any transaction with Related Parties: (i) whereby the overall outstanding amount owed to the Company under all such transactions exceeds 10% (ten percent) of its Net Worth at the end of each calendar quarter; (ii) whereby the overall expense incurred through such transactions during any Financial Year exceeds 2% (two percent) of its Net Worth in such Financial Year; or (iii) provide any guarantee for any Financial Indebtedness incurred by a Related Party.

The Debenture Trustee/ Debenture Holders shall be granted access to any additional information that it deems necessary to monitor and evaluate this covenant till the Final Settlement Date.

(n) ***Financial Year***

Change its financial year-end from 31st March (or such other date as may be approved by Majority Debenture Holders), unless mandated under Law.

(o) ***Equity***

Redeem, purchase, buyback, defease, retire, return or repay any of its Equity or reduce its share capital or resolve to do so.

(p) ***Transactions other than in Ordinary Course of Business***

Enter into or perform any transaction (including but not limited to loans or advances and investment by way of share capital) other than in its Ordinary Course of Business.

(q) ***Associates, Subsidiaries, and Joint Ventures***

Dispose of, acquire or incorporate any associates (as defined in the Act), subsidiary (as defined in the Act) or joint ventures.

(r) ***Acquisition***

Acquire any company, business or undertaking if the amount of the acquisition cost, whether paid by cash or otherwise.

(s) ***Buy Back***

(i) Redeem, purchase, buyback, defease, retire, return or repay any of its equity share capital or resolve to do so; and / or

(ii) Buy back equity shares if an Event of Default has occurred and is subsisting.

(t) ***Joint Venture***

(i) acquire (or agree to acquire) any shares, stocks, securities or other interest in any joint venture; and / or

(ii) transfer any assets or lend to or guarantee or indemnify or give security for the obligations of a joint venture (or agree to transfer, lend, guarantee, indemnify or give security for the obligations of a joint venture).

(u) ***Loans***

Enter into any transaction(s) (including but not limited to loans or advances and investment by way of share capital) other than in its ordinary course of business.

(v) ***Material compromise or Settlement***

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

(w) ***Security***

Transfer, sell, assign or create any encumbrances over or assign, in any manner, the Hypothecated Assets in favour of any third party.

Without prejudice to the foregoing, any sale, transfer or assignment of the Hypothecated Asset by the Company by way of an assignment or securitisation transaction or otherwise shall be subject to the right of first refusal of the Debenture Trustee / Debenture Holders.

Provided that the Debenture Trustee may approve any application for consent in respect of the above matters, if Debenture Holders' representing more than 75% (seventy five percent) of the outstanding principal amounts of the Debentures provide their consent within a period of 15 calendar days from the date of receipt of such request/notification from the Debenture Trustee. In case of non-response from Debenture Holder within 15 days, it will be deemed to be consented.

2.4.3 Reporting Covenants

(a) ***Quarterly Reports***

As soon as available and in any event within 45 (forty five) days (other than for item mentioned in (viii) below) of each Quarterly Date (unless otherwise specified below) furnish the following information/reports to the Debenture Trustee (as may be required in accordance with the Law):

(i) information pertaining to the financials, operations, portfolio growth and asset quality (static portfolio cuts, collection efficiency and PAR Days), monthly disbursement, monthly days past due statements and funding in formats agreeable to the Debenture Holder(s);

(ii) latest asset liability mismatch details;

(iii) extracts of the loan register of the Company, covering all exposures of INR 10,00,000 (Indian Rupees Ten Lakh) or more, as on the immediately preceding Quarterly Date;

(iv) quarterly unaudited financial statements of the Company along with schedules and notes to accounts;

(v) details of Related Party transactions and balances outstanding as at the end of the relevant quarter in the format specified by the Debenture Trustee;

(vi) details of the shareholding pattern of the Company;

(vii) list of lenders of the Company along with the loan / non-convertible debenture profile of the Company;

(viii) provide the Quarterly Hypothecated Assets Report;

(ix) certificate from the management of the Company certifying *inter alia* that the Financial Covenants are being complied with;

(x) details of:

(A) new products introduced by the Company, or change in existing product features;

(B) new business correspondent relationships or discontinuance of existing relationships of the Company;

(C) geographical expansion by the Company to any new state;

(D) material changes to the IT / MIS systems of the Company;

(E) change in credit bureaus used by the Company;

(F) revision in the business plan of the Company;

(G) changes in the accounting policy of the Company; and

(H) any fraud amounting to more than 2% (two percent) of the Gross Loan Portfolio; and

(xi) list of members of the board of directors of the Company along with details of its senior management.

(b) ***Annual Reports***

As soon as available, and in any event within 90 (ninety) calendar days after the end of each Financial Year submit the following information:

(i) certified copies of the Company's audited financial statements for its most recently completed fiscal year;

(ii) certificate signed by a director and / or the chief financial officer of the Company, *inter alia* confirming that as on the date of the certificate, there exists no potential Event of Default or Event of Default;

(iii) copies of all annual information submitted by the Company to the RBI; and

(iv) the corporate social responsibility report of the Company (if applicable).

(c) ***Event Based Reports***

As soon as available and in any event within 10 (ten) Business Days of the occurrence of any of the below events (unless otherwise specified below), furnish the following information/reports to the Debenture Trustee:

(i) details of any change in the board of directors of the Company;

(ii) details of any change in the shareholding structure of the Company pursuant to any fresh equity infusion or issuance of securities convertible into equity. PROVIDED THAT no information shall be required to be furnished to the Debenture Trustee in respect of any change of which results from (A) change in shareholding the Key Shareholders or the Key Shareholders' group which is less than 5% (five percent); or (B) an inter-se transfer between the Key Shareholders;

(iii) details of any change in the statutory auditor of the Company;

(iv) details of any change in the senior management officials of the Company (i.e., the chief executive officer, chief financial officer, chief operating officer, and the chief risk officer);

(v) board approval of the annual business plan of the Company;

(vi) occurrence of any fraud by or in respect of the Company, amounting to more than 2% (two percent) of the Gross Loan Portfolio;

(vii) details of the occurrence of any Material Adverse Effect;

(viii) material change in the Constitutional Documents of the Company;

(ix) occurrence of any dispute, litigation, investigation or other proceeding by, on or in relation to the Company which could result in a Material Adverse Effect;

(x) prepayment of any facility availed by the Company of more than INR 10,00,00,000 (Indian Rupees Ten Crore) prior to its scheduled maturity, along with complete details of such prepayment (including reasons for the same);

(xi) details of any facilities sanctioned to it by other lenders, upon request by the Debenture Trustee;

(xii) details of any prepayment or notice of prepayment of any Financial Indebtedness of the Company;

(xiii) details of any new equity raising which results in change in the existing shareholding pattern and related change in composition of the board of directors of the Company;

(xiv) commencement of any winding-up proceedings by or in relation to the Company (whether voluntary or otherwise); and

(xv) occurrence of an Event of Default or potential Event of Default, and any steps taken / proposed to be taken in order to remedy the same.

(d) ***Statutory, regulatory and other reporting:***

(i) the Company shall submit to the Stock Exchange, on a periodical basis and/or on an 'as and when' basis (depending upon the occurrence of any event), such information as prescribed under the SEBI NCS Master Circular, in such format as may be prescribed by the Stock Exchange;

(ii) any information required to be provided to the Debenture Holders under the listing agreement;

(iii) it will provide/fill all such information as prescribed under the SEBI NCS Master Circular at the time of allotment of the ISIN in respect of the Debentures;

(iv) the Company shall submit to the Stock Exchange, on a periodical basis and/or on an 'as and when' basis (depending upon the occurrence of any event), such information as prescribed under the SEBI Centralized Database Requirements, in such format as may be prescribed by the Stock Exchange; and

(v) the Company shall provide/fill all such information as prescribed under the SEBI Centralized Database Requirements at the time of allotment of the International Securities Identification Number (ISIN) in respect of the Debentures.

Provided that the Debenture Trustee may approve any application for consent in respect of the above matters, if Debenture Holders' representing more than 75% (seventy five percent) of the outstanding principal amounts of the Debentures provide their consent within a period of 15 calendar days from the date of receipt of such request/notification from the Debenture Trustee. In case of non-response from Debenture Holder within 15 days, it will be deemed to be consented.

2.5 Events of Default

(a) ***Payment Defaults***

The Company does not pay on the Due Date any amount payable pursuant to the Debenture Trust Deed and the Debentures (including but not limited to penal interest, if any) at the place at and in the currency in which it is expressed to be payable.

(b) ***Insolvency / Inability to Pay Debts / Distress***

(i) the Company is unable or admits its inability in writing to pay its debts as they fall due, suspends making payments on any of its debts or, by reason of actual or anticipated financial difficulties;

(ii) the Company is (or deemed by Law or a court to be) insolvent or bankrupt or unable to pay its debts or stops or suspends payments of all its debts;

(iii) a petition (voluntary or otherwise) for reorganization, general assignment, arrangement, winding up, adjustment or composition of Financial Indebtedness of the Company with or for benefit of the relevant creditors generally in respect of any such of Financial Indebtedness is filed or has been admitted;

(iv) a moratorium or such other protection from its creditors is agreed or declared in respect of or affecting any or all of the Financial Indebtedness of the Company; and / or

(v) Any distress, attachment, execution or other legal process is levied, enforced or sued out on or against any material part of the property, Assets, or revenues of the Company (including the Hypothecated Assets or any part thereof).

(c) ***Security Interest over Hypothecated Assets***

(i) The Company fails to create, register and/or perfect the Security Interest within the timelines prescribed in the Transaction Documents and/or in the manner prescribed in the Transaction Documents; and / or

(ii) The Company creates or attempts to create Security Interest on the Hypothecated Assets or any part thereof, in addition to the Security Interest created pursuant to the Hypothecation Agreement without the consent of the Special Majority Debenture Holders. Without prejudice to the foregoing, any sale, transfer or assignment of the Hypothecated Assets by the Company by way of an assignment or securitisation transaction or otherwise shall be subject to the right of first refusal of the Debenture Holders.

(d) ***Security in Jeopardy***

(i) In the opinion of the Debenture Trustee the Hypothecated Assets is in jeopardy;

(ii) If, the security provided pursuant to the Hypothecation Agreement depreciates in value to such an extent that in the reasonable opinion of the Trustee further security should be given and on advising the Company to that effect such security has not been given to the Debenture Trustee to their satisfaction;

(iii) If, without the prior written approval of the Debenture Trustee, the Hypothecated Assets or any part thereof is transferred, assigned, charged, has a Security Interest created over it or alienated but no prior approval shall require for the replacement of assets comprising the Hypothecated Assets with other similar assets;

(iv) If an attachment or expropriation or restraint of act of sequestration is levied on the Hypothecated Assets or any part thereof; and / or

(v) the value of the Hypothecated Assets is insufficient to maintain the Security Cover and Company fails to maintain the Security Cover specified in the Hypothecation Agreement within the stipulated timelines in the Hypothecation Agreement.

(e) ***Fraud and Embezzlement***

Any material act of fraud, embezzlement, misstatement, misappropriation or siphoning off of the funds of the Company or the Key Shareholder(s) or revenues of the Company, or any other act having a similar effect being committed by the management or an officer of the Company.

(f) ***Misrepresentation***

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

(g) ***Material Adverse Effect***

Occurrence of a Material Adverse Effect, as determined by the Debenture Trustee, acting on the instructions of the Majority Debenture Holders.

(h) ***Liquidation or Dissolution of the Company / Appointment of Receiver or Liquidator***

(i) Any corporate action, legal proceedings or other procedure or step is taken in relation to:

(A) the suspension of payments, a moratorium of any Indebtedness, winding-up, dissolution, administration or re-organisation (by way of voluntary arrangement, scheme of arrangement or otherwise) of the Company or its Affiliate;

(B) a composition, compromise, assignment or arrangement with any creditor of the Company or its Affiliate;

(C) the appointment of a liquidator, receiver, administrative receiver, administrator, compulsory manager or other similar officer in respect of the Company or any of its Assets is appointed for all or any part of the undertaking of the Company;

(D) the Company or its Affiliate, in respect of any reference or enquiry or proceedings commenced, before the National Companies Law Tribunal or under any mechanism or prescription of the RBI in respect of resolution/restructuring of stressed assets (including without limitation, under the Stressed Assets Framework, as amended, modified or restated from time to time));

(E) the commencement of an insolvency resolution process under the (Indian) Insolvency and Bankruptcy Code, 2016 (to the extent applicable) or under any other Law, in respect of the Company or its Affiliate; and / or

(F) enforcement of any security over any Assets of the Company or its Affiliate.

Any other event occurs or proceeding instituted under any Law that would have an effect analogous to any of the events listed in sub-Clauses (A) to (F) above.

(ii) An order is made or an effective resolution passed for the winding up or dissolution, judicial management or administration of the Company, or the Company ceases to carry on all of its business or operations, except for the purpose of and followed by a reconstruction, amalgamation, re-organization, merger or consolidation on terms approved by Special Resolution of Debenture Holders.

(i) ***Cross Default***

The Company

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

(vi) at any time on and from the Deemed Date of Allotment, defaults in the observance or performance of any agreement or condition relating to any Financial Indebtedness or contained in any instrument or agreement evidencing, securing or relating thereto or any other event shall occur or condition exist, the effect of which default or other event or condition is to cause or to permit the holder or holders of such Financial Indebtedness to cause (determined without regard to whether any notice is required) any such Financial Indebtedness to become due prior to its stated maturity;

(vii) any Financial Indebtedness of the Company shall be declared to be due and payable, or required to be prepaid other than by a regularly scheduled required prepayment, prior to the stated maturity thereof; and / or

(viii) any commitment for any Financial Indebtedness is cancelled or suspended by a creditor, as a result of an event of default.

(j) ***Creditors' Process***

(i) All or a material part of the undertaking, Assets, rights or revenues of the Company are condemned, seized, nationalised, expropriated or compulsorily acquired, or shall have assumed custody or control of the business or operations of the Company, or shall have taken any action for the dissolution of the Company, or any action that would prevent the Company, their member, or their officers from carrying on their business or operations or a substantial part thereof, by or under the authority of any Government or any Government Authority;

(ii) The Company does not inform the Debenture Trustee of one or more of the other creditors of the Company accelerating the payment obligations on the grounds of a material adverse change (howsoever described) or a material adverse effect (howsoever described) in the financial, operational or regulatory conditions governing the Company;

(iii) The Company has voluntarily or involuntarily becomes the subject of proceedings under any bankruptcy or insolvency laws and such proceedings have been admitted by a competent court or the Company is voluntarily or involuntarily dissolved;

(iv) The Company is adjudged insolvent or takes advantage of any law for the relief of insolvent debtors; and / or

(v) Any expropriation, attachment, garnishee, sequestration, distress or execution affects any Receivables constituting Hypothecated Assets or part thereof.

(k) ***Transaction Documents***

(i) The Debenture Trust Deed or any other Transaction Document in whole or in part, are terminated or cease to be effective or cease to be a legally valid, binding and enforceable obligation of the Company; and / or

(ii) In the opinion of the Debenture Trustee, any of the Transaction Documents fails to provide the Security Interest, rights, title, remedies, power or privileges intended to be created thereby (including the priority intended to be created thereby), or such Security Interests do not have the priority contemplated under the Transaction Documents, or the Security Interest created thereunder become unlawful, invalid, or unenforceable.

(l) ***Unlawfulness***

It is or becomes unlawful for the Company to perform any of its obligations under the Transaction Documents and/or any obligation or obligations of the Company under any Transaction Document are not or cease to be valid, binding or enforceable and such deficiency is not capable of being cured within a period of 3 (three) Business Days from the date of such deficiency coming to the knowledge of the Company.

(m) ***Repudiation***

The Company repudiates any of the Transaction Documents, or evidences an intention to repudiate any of the Transaction Documents.

(n) ***Information Covenants***

The failure to comply with any monitoring and/or servicing requests from Debenture Holders, including its monthly, quarterly, annual and event-based reporting requirements as required under the Reporting Covenants.

(o) ***Government Intervention***

(i) Any step is taken by Governmental Authority or agency or any other competent authority, with a view to the seizure, compulsory acquisition, expropriation or nationalisation of all or (in the opinion of the Debenture Trustee) a material part of the assets of the Company which is material to the Company;

(ii) Any Governmental Authority having assumed custody or control of the business or operations of the Company or having taken any action for the dissolution of the Company or any action that would prevent the Company or its officers from carrying on its business or operations thereof; and / or

(iii) The Company's organizational or legal status, or any license or franchise is revoked or suspended by any Governmental Authority or authority after the Company has exhausted all remedies and appeals relating thereto.

(p) ***Cessation***

The Company ceases or threatens to cease to carry on the main business it is currently engaged in.

(q) ***Erosion of Net Worth***

The Debenture Holders' assessment from quarterly or annual financial reporting from the company, or at any time certified by an accountant of a firm or chartered accountant appointed by the Debenture Trustee (which the Debenture Trustee is entitled and hereby authorized to do so at any time), that the Net Worth of the Company has eroded by 50% (fifty percent) or more compared to its Net Worth in the previous financial year.

(r) ***Delisting***

If the Debentures are subsequently delisted from any exchange on which it is listed without the prior written consent of the Debenture Trustee.

(s) ***Merger***

(i) The rearrangement or consolidation or amalgamation with or merger with or into, or receiving of all or substantially all the assets or obligations of, another entity, or any action for reorganization, rearrangement or reduction of capital without the prior written consent of the Debenture Trustee; and / or

(ii) The Company takes or suffers to be taken, any action for the reduction of its capital or any rearrangement, merger or amalgamation without prior written approval of the Debenture Trustee.

(t) ***Willful default***

(i) The Key Shareholder(s) and / or key management personnel of the Company is declared as willful defaulter by any competent authority; and / or

(ii) The Key Shareholder(s) and / or any of the directors of the Company is / are accused of, charged with, arrested or convicted a criminal offence involving moral turpitude, dishonesty or which otherwise impinges on the integrity of the Key Shareholder(s) and/or director, including any accusations, charges and/or convictions of any offence relating to bribery.

(u) ***Management Control***

If there occurs a change in management Control of the Company without the prior written consent of the Debenture Trustee (acting upon the instruction of the Majority Debenture Holders).

(v) ***Breach of Affirmative Covenants***

Any breach of affirmative covenants in sub-clauses (e) (*Preserve corporate status; authorisations*), (f) (*Pay stamp duty*), (h) (*Grievance*), (j) (*Comply with Investor Education and Protection Fund requirements*), (k)(v) (B) and (C) (*Further assurances*), (n) (*Books of Accounts*), (r) (*Corporate Governance*); and (z) (*Filings*) as stipulated in **Section 2.4.1** (*Affirmative Covenants*) of this Key Information Document and such breach is not remedied (if capable of remedy) within the expiry of Cure Period for breach of Affirmative Covenants from the date of such breach.

(w) ***Breach of Negative Covenants***

Any breach of negative covenants as stipulated in **Section 2.4.2** (*Negative Covenants*) of this Key Information Document.

(x) ***Breach of Financial Covenants***

Any breach of Financial Covenants and such breach is not remedied (if capable of remedy) within the expiry of Cure Period for breach of Financial Covenants from the date of such breach.

(y) ***Rating Downgrade***

The credit rating of any instrument issued by the Company (as assigned by the Rating Agency or by any SEBI registered credit rating agency) is downgraded to BB+ (pronounced as “Double B Plus”) or lower.

(z) ***Third party***

A default or event of default (howsoever defined) occurs on account of a breach of representation or breach of an information covenant under the terms of any other agreement involving borrowed money or the extension of credit or any other Financial Indebtedness under which the Company may be obligated as a borrower or guarantor and pursuant to which the Company is called upon to and makes a prepayment to a third party without the prior written consent of the Debenture Holder(s). It is hereby clarified that such consent shall not be unreasonably delayed or withheld by the Debenture Holder(s).

(aa) ***Sale, disposal***

Sale, transfer, or other disposition of all or substantially all of the Company's Assets other than in the Ordinary Course of Business of the Company.

(bb) ***Non-compliance with judicial order***

The Company fails to comply with or fulfil any judicial order passed against it provided however that such order shall not include any order against which appeal is available or for which an appeal is pending.

(cc) ***Breach of other terms of the Debenture Trust Deed***

A breach by the Company of any of its obligations and covenants provided in terms of the Debenture Trust Deed or other Transaction Documents (other than (a) to (bb) above).

2.6 Issue Terms and Conditions

A. *FACE VALUE AND ISSUE PRICE*

(a) The face value of each Debenture is INR 1,00,000 (Indian Rupees One Lakh).

(b) The Debentures will be issued at par.

(c) The minimum subscription for the Debentures shall be INR 1,00,00,000 (Indian Rupees One Crore) and in multiples of INR 1,00,000 (Indian Rupees One Lakh) thereafter.

B. *SCHEDULED REDEMPTION AND EARLY REDEMPTION*

(a) ***Scheduled Redemption***

Subject to sub-Clause (b) and (c) below, the Debentures shall be redeemed by the Company on each Redemption Date on a *pari passu* basis in such number of periodical installments provided for in **Annexure II** (*Illustration of Bond Cashflows*) hereto ("**Redemption Installments**") and shall be fully redeemed by the Final Redemption Date. All Debentures together with all Outstanding Amounts shall be fully redeemed on a *pari passu* basis by the Company by way of a single installment on the Final Redemption Date. The Company will not redeem all or any part of the Debentures except at the times and in the manner expressly provided for in the Debenture Trust Deed.

(b) ***Early Redemption***

Redemption of Debentures at the instance of the Company within 12 (twelve) months from the Deemed Date of Allotment ("**Lock-in Period**") is not permitted. After the Lock-in Period, the Company may at its instance (other than on occurrence of an Event of Default), issue at least 45 (forty five) calendar days prior written notice to Debenture Trustee ("**Early Redemption Notice**") and redeem the Debentures on any specified day other than the Final Redemption Date on a pro rata basis with the prior written consent of the Debenture Trustee and payment of Early Redemption Premium over and above the Interest Rate. PROVIDED HOWEVER, the Debenture Trustee shall

not grant its consent for early redemption of Debentures without the prior written consent of the Majority Debenture Holders or Majority Resolution duly passed at the meeting of the Debenture Holders held in accordance with the provisions of the Debenture Trust Deed.

Where an early redemption has occurred in accordance with the terms of the Debenture Trust Deed so that the amounts paid by the Company has resulted in partial redemption of the outstanding Debentures, the amount redeemed by the Company shall be reduced pro rata from the outstanding Redemption Instalments across the Debentures and **Annexure II** (*Illustration of Bond Cashflows*) shall be deemed to be updated to reflect the reduction.

(c) ***Mandatory Redemption***

Upon occurrence of a Mandatory Redemption Event, the Company shall at the intimation of the Debenture Trustee (acting on the instructions of the Majority Debenture Holders) be required to redeem all of the Debentures held by it on a *pari passu* basis (the "**Mandatory Redemption**").

Following receipt of information regarding occurrence of the Mandatory Redemption Event, the Debenture Trustee shall provide a written intimation to the Company within 15 (fifteen) Business Days (the "**Mandatory Redemption Notice**"), and the Company shall fully redeem the Debentures on a *pari passu* basis, at par, on the expiry of 30 (thirty) calendar days from the date of receipt of the Mandatory Redemption Notice by making payment of the Outstanding Amounts to the Debenture Holders in the manner set out under the Debenture Trust Deed.

C. ***INTEREST PAYMENT***

(a) ***Interest on Debentures***

Interest on the Outstanding Principal Amounts shall accrue at the Interest Rate daily from the Deemed Date of Allotment until the Debentures are repaid in full. Interest shall be payable on the Debentures in arrears on each Interest Payment Date as specified in **Schedule V** (*Interest Payment Dates and Redemption Schedule*) hereto.

(b) ***Payment of Interest***

Interest will be paid to the Debenture Holder subject to deduction of tax deducted at source (where applicable and in accordance with sub-clause (c) below) at the rate prescribed from time to time under the Income Tax Act, 2025 or any statutory modification or re-enactment thereof for the time-being in force.

(c) ***Withholding Tax; Gross up***

Unless required by Law, the Company will not make any deduction towards withholding tax in relation to any payments made to the Debenture Holders pursuant to the Debenture Trust Deed and the other Transaction Documents.

(d) ***One-time Interest***

On the Deemed Date of Allotment, the Company will pay One-time Interest to the Debenture Holders.

(e) ***Step Up***

(i) In the event the credit rating of the Debentures issued by the Company is downgraded from the Minimum Rating by 1 (one) notch or more, the Interest Rate shall be increased by 0.25% (zero decimal two five percent) ("**Step Up Rate (Debentures)**") for every 1 (one) notch of rating downgrade till the credit rating of the Debentures is downgraded to "BB" (pronounced as "double B"), applicable from the date of such downgrade until such event is cured, on the Outstanding Principal Amount and accrued interest, if any, on the Debentures. If the Company is rated by more than one rating agency, then the lowest of the ratings shall be considered ("**Step Up (Debentures)**").

(ii) If at any time after the occurrence of a Step Up (Debentures), the rating of the Debentures is upgraded by 1 (one) notch or more, the prevailing Step Up Rate shall be decreased by 0.25% (zero decimal two five percent) for each such upgrade (until the rating of the Debentures is restored to the Minimum Rating) and such decreased rate of interest shall be applicable on the outstanding principal amounts with effect from the date of such upgrade.

(iii) For the avoidance of doubt, it is hereby mentioned that the Coupon Rate shall not further decrease in case of the upgrade of rating of Debentures above "BBB" Notwithstanding anything contained above, it is clarified that if the credit rating falls to 'BB' or below, the Default interest shall apply.

D. ***DEFAULT INTEREST***

(a) ***Default Interest***

If, at any time, there is a Payment Default the Company agrees to pay additional interest at the Default Interest Rate on the Outstanding Principal Amounts and accrued but unpaid interest on the Debentures from the date of the occurrence of such breach and until the Payment Default is cured or the Payment Obligations are repaid (whichever is earlier).

Such amounts shall be determined separately with reference to the abovementioned incremental rate and paid in addition to the interest payable on the Debentures on the next occurring Due Date.

(b) ***Listing Default Interest***

If the Company fails to list the Debentures on the Stock Exchange within the Listing Period, and in any case no later than the timelines prescribed under the SEBI NCS Regulations, the Company agrees to pay an additional interest at 1% (one percent) per annum over the applicable Interest Rate in respect of the Debentures on the Outstanding Principal Amounts and accrued but unpaid interest on the Debentures from the date of the occurrence of such breach and until such breach is cured or the Payment Obligations are repaid (whichever is earlier). Such amounts shall be determined separately with reference to the abovementioned incremental rate and paid in addition to the interest payable on the Debentures on the next occurring Due Date.

(c) ***Delay Default Interest***

In the event that (i) the Company fails to execute the Debenture Trust Deed within the timelines prescribed under the SEBI NCS Regulations; and/or (ii) the Security Interest to be created over the Hypothecated Assets is not created or perfected in the manner and within the timelines specified under the Transaction Documents, the Company agrees to pay interest of 2% (two percent) per annum over the applicable Interest Rate in respect of the Debentures on the Outstanding Principal Amounts and accrued but unpaid interest on the Debentures from (i) the last date for creation and / or perfection of the Security Interest over the Hypothecated Assets (as the case may be) and until the Security Interest over the Hypothecated Assets is created; or (ii) from the last date for executing the Debenture Trust Deed as provided under the SEBI NCS Regulations and until the Debenture Trust Deed is duly executed to the satisfaction of the Debenture Trustee; or (iii) the Payment Obligations are repaid (whichever is earlier).

(d) ***Financial Covenant Default Interest***

If, at any time, the Company is not in compliance with any one or more of the Financial Covenants, the Company agrees to pay an additional interest at 0.5% (Zero Point Five percent) per annum over the applicable Interest Rate in respect of the Debentures on the Outstanding Principal Amounts and accrued but unpaid interest on the Debentures from the date of the occurrence of such breach and until such breach is cured or the Payment Obligations are repaid (whichever is earlier). Such amounts shall be determined separately with reference to the abovementioned incremental rate and paid in addition to the interest payable on the Debentures on the next occurring Due Date.

E. ***COMPUTATION OF INTEREST AND OTHER CHARGES***

Interest and all other charges in respect of the Debentures shall accrue based on actual/actual basis for a year comprising 365 (three hundred and sixty five) calendar days.

F. *SECURITY CREATION AND CONTRACTUAL COMFORT*

(a) *Hypothecation*

(i) The Debentures shall be secured pursuant to the Hypothecation Agreement by way of hypothecation in favour of the Debenture Trustee for the benefit of the Debenture Holders over the Receivables (identified in terms of the said Hypothecation Agreement), and proceeds thereof, along with all benefits, rights and incidentals attached thereto on a first ranking exclusive and continuing Security Interest (hereinafter referred to as the "**Hypothecated Assets**").

(ii) The Security Interest over the Hypothecated Assets shall at all times, commencing from the Deemed Date of Allotment until the Final Settlement Date, be at least equal to the Security Cover. The Hypothecated Assets shall be Topped Up with additional Receivables and/or any Receivables constituting the Hypothecated Assets shall be Replaced in accordance with the Hypothecation Agreement followed by perfection of such creation and/or modification of the Security Interest within 30 (thirty) calendar days therefrom including by way of filing of form CHG-9 (or such other e-forms as may be applicable under the Act and Rules thereunder) with the jurisdictional registrar of companies and provide such information sought by the Debenture Trustee for the purpose of filing the prescribed forms and particulars with the Central Registry and Information Utility in relation to the Security Interest over the Hypothecated Assets.

(iii) *Enforcement*

The Debenture Trustee shall be entitled to enforce the obligations of the Company under or pursuant to the Hypothecation Agreement as if the same were set out and contained in the Debenture Trust Deed. The Hypothecated Assets shall be and remain as security to the Debenture Trustee and shall be held in trust on behalf of and for the benefit of the Debenture Holders for the due repayment of all amounts under the Debentures including the interest, redemption price, additional interest, remuneration of the Debenture Trustee, all agreed fees, costs, charges, expenses and all other monies payable under the Debentures.

(iv) The Debenture Trustee shall with effect from the creation of first ranking and exclusive Security Interest pursuant to the Hypothecation Agreement hold the Hypothecated Assets in trust on behalf of and for the benefit of the Debenture Holders, for the due repayment of the principal amount of the Debentures and payment of interest and other moneys payable in respect of the Debentures, without any preference to or priority of any one over the other or others.

(v) The Debenture Trustee shall hold upon trust the monies which shall arise or may be obtained by the enforcement of the Hypothecated Assets. On receipt by the Debenture Trustee of the proceeds thereof after satisfaction of the claims of any other persons, if the said Security Interest relating to the Hypothecated Assets have become enforceable, the Debenture Trustee shall, in the first instance pay and reimburse to themselves and/or retain and discharge all the costs, charges and expenses incurred in or about the enforcement, sale, collection or conversion or exercise of the powers and trust of the Debenture Trustee and shall apply the residue of the said moneys in payment of interest on, and redemption of the Debentures.

2.7 Conditions for Signing of ICA by the Debenture Trustee on behalf of Debenture Holders

The Debenture Trustee may sign the ICA and consider the resolution plan on behalf of the Debenture Holders, provided the consent is obtained from the Debenture Holders upon compliance with the following conditions:

1. The signing of the ICA and agreeing to the resolution plan is in the interest of Debenture Holders and in compliance with the Act and the rules made thereunder, the Securities Contracts (Regulations) Act, 1956 and the Securities and Exchange Board of lndia Act, 1992 and the rules, regulations and circulars issued thereunder from time to time.

2. lf the resolution plan imposes condition(s) on the Debenture Trustee that are not in accordance with the provisions of the Act and the rules made thereunder, the Securities Contracts (Regulations) Act, 1956 and the Securities and Exchange Board of lndia Act, 1992 and the rules, regulations and circulars issued thereunder from time to time, then the Debenture Trustee shall be free to exit the ICA altogether with the same rights as if it had never signed the lCA. Under these circumstances, the resolution plan shall not be binding on the Debenture Trustee.

3. The resolution plan shall be finalized within 180 (one hundred and eighty) days from the end of the review period. If the resolution plan is not finalized within 180 (one hundred and eighty) days from the end of the review period, then the Debenture Trustee shall be free to exit the ICA altogether with the same rights as if it had never signed the lCA and the resolution plan shall not be binding on the Debenture Trustee. However, if the finalization of the resolution plan extends beyond 180 (one hundred and eighty) days, the Debenture Trustee may consent to an extension beyond 180 (one hundred and eighty) days subject to the approval of the Debenture Holders regarding the total timeline. The total timeline shall not exceed 365 (three hundred and sixty five) days from the date of commencement of the review period.

4. lf any of the terms of the approved resolution plan are contravened by any of the signatories to the lCA, the Debenture Trustee shall be free to exit the ICA and seek appropriate legal recourse or any other action as deemed fit in the interest of the Debenture Holders.

The Debenture Trustee shall ensure that the conditions mentioned above from Clauses (1) to (4) above, of this Schedule are suitably incorporated in the lCA, before signing of the lCA.

This Key Information Document shall be treated as a Transaction Document and should be read with other Transaction Documents.

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

SECTION 3: FINANCIAL INFORMATION

Please note that the financial information provided in the General Information Document is more than six (6) months old from the date of filing the General Information Document or the Issue Opening Date. Hence, in order to provide updated disclosures reflecting material and incremental changes, relevant information has been included in this Key Information Document. Accordingly, please refer to Section 4, Section 5, and Annexure VII of this Key Information Document for the latest financial and commercial information of the Company

The audited financial statements of the Issuer for the year ended March 31, 2026, March 31, 2025 and March 31, 2024 and the Unaudited financial statements of the Company for a first quarter period of June 30, 2026 are set out in Annexure VII of the Key Information Document.

SECTION 4: REGULATORY DISCLOSURE

This Key Information Document is prepared in accordance with the provisions of the NCS Listing Regulations and in this section, the Issuer has set out the details required as per Schedule I of the NCS Listing Regulations:

4.1 Documents Submitted to the Exchanges

The following documents have been / shall be submitted to the BSE:

(a) This Key Information Document;
(b) Memorandum and Articles of Association of the Issuer and necessary resolution(s) for the allotment of the non-convertible debt securities including Debentures / Commercial Papers;
(c) Copy of the necessary resolution(s) authorizing the borrowings, issuance of the non-convertible debt securities including Debentures / Commercial Papers and list of authorized signatories for the allotment of securities;
(d) Copy of last 3 (Three) years audited Annual Reports;
(e) Statement containing particulars of, dates of, and parties to all material contracts and agreements;
(f) Certified true copy of the resolution(s) passed by the shareholders of the Company at the Annual General Meeting held on July 31, 2026 authorizing the issue / offer of non-convertible debentures/ commercial papers /other money market instrument / financial instrument on a private placement basis and other borrowings by the Company for an aggregate amount up to Rs 3,500 Crores section 180(1)(c) under the Companies Act, 2013;
(g) Certified true copy of the resolution passed by the board of directors of the Company dated May 07, 2026, authorizing the issue/offer of non-convertible debentures on a private placement basis for an aggregate amount up to Rs.2,500 Crores under section 42 of the Companies Act, 2013;
(h) Certified true copy of the resource and mobilisation committee of the Board dated September 16, 2026;
(i) An undertaking from the Issuer stating that the necessary documents for the creation of the charge, where applicable, including the debenture trust deed would be executed within the time frame prescribed in the relevant regulations/acts/rules etc. and the same would be uploaded on the website of the BSE, where the debt securities have been listed;
(j) Where applicable, an undertaking that permission/consent from the prior creditor for a second or *pari passu* charge being created, in favor of the trustees to the proposed issue has been obtained; and
(k) Any other particulars or documents that the recognized stock exchange may call for as it deems fit.

4.2 Documents Submitted to Debenture Trustee

The following documents have been / shall be submitted to the Debenture Trustee in electronic form (soft copy) on or before the allotment of the Debentures:

(a) Memorandum and Articles of Association of the Issuer and necessary resolution(s) for the allotment of the Debentures;
(b) Copy of last 3 (Three) years audited Annual Reports;

(c) Statement containing particulars of, dates of, and parties to all material contracts and agreements;
(d) Latest audited / limited review half yearly consolidated (wherever available) and standalone financial information (profit & loss statement, balance sheet and cash flow statement) and auditor qualifications, if any;
(e) An undertaking to the effect that the Issuer would, until the redemption of the debt securities, submit the details mentioned in point (d) above to the Debenture Trustee within the timelines as mentioned in the Simplified Listing Agreement issued by SEBI vide circular No. SEBI/IMD/BOND/1/2009/11/05 dated May 11, 2009 / Uniform Listing Agreement as prescribed in SEBI's circular no. CFD/CMD/6/2015 dated October 13, 2015 as amended from time to time, for furnishing / publishing its half yearly/ annual results. Further, the Issuer shall within 180 (One Hundred and Eighty) days from the end of the financial year, submit a copy of the latest annual report to the Debenture Trustee and the Debenture Trustee shall be obliged to share the details submitted under this clause with all 'Qualified Institutional Buyers' (QIBs) and other existing debenture-holders within 2 (Two) working days of their specific request.

4.3 Details of Promoters of the Issuer:

Promoter

S. No.	Details of Promoter Management	Promoter
1.	Name of promoter	NA. **As on the date, no Shareholder of the Issuer has been identified as a 'Promoter" for the purpose of the SEBI Debt Listing Regulations.**
2.	Date of Birth/Incorporation	NA.
3.	Age	NA.
4.	Personal Addresses	NA.
5.	Education Qualifications	NA.
6.	Experience in the business or employment	NA.
7.	positions/posts held in the past by the promoter management	NA.
8.	directorships held by the promoter management	NA.
9.	Other ventures of the promoter management	NA.
10.	Special achievements	NA.
11.	Business and financial activities of the promoter management	NA.
12.	Photograph	NA.
13.	Permanent Accountant Number	NA.
14.	Other Details	NA.

4.4 Name, logo, addresses, website URL, email address, telephone number and contact person of the following:

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

Legal Counsel	Not applicable
Merchant banker and Co-managers to the issues	Not applicable
Sponsor Bank	Not applicable as this is a private placement of non-convertible debentures
Guarantor	Not applicable
Arrangers, if any	Not applicable
Debenture Trustee:	CATALYST TRUSTEESHIP LIMITED Address: GDA House, First Floor, Plot No. 85 S. No. 94 & 95, Bhusari Colony (Right), Kothrud, Pune, Maharashtra - 411038, India corporate office at Unit No-901, 9th Floor,Tower-B, Peninsula Business Park, Senapati Bapat Marg, Lower Parel (W), Mumbai-400013, Maharashtra, India, 400013 Tel: 02249220555 +912249220505 Email: compliancectl-mumbai@ctltrustee.com Contact Person: Mr. Umesh Salvi, Managing Director
Register and Transfer Agent	KFIN TECHNOLOGIES LIMITED (formerly known as KFin Technologies Private Limited) Reg Office Address: 301, The Centrium, 3rd Floor, 57, Lal Bahadur Shastri Road, Nav Pada, Kurla (West), Mumbai, Maharashtra, India, 400070 Corporate Office Address: - Selenium Tower-B, Plot No. 31 & 32, Financial District, Nanakramguda, Serilingampally, Hyderabad - 500 032, India Tel: +91 40 6716 2222 Email: jagannadh.chakka@kfintech.com Contact Person: Chakka Jagann
Credit Rating Agency	ICRA LIMITED Address: 3rd Floor, Electric Mansion Appasaheb Marathe Marg, Prabhadevi, Mumbai - 400 025 Tel: +91 22 6169 3300 Email: jui.kulkarni@icraindia.com Contact Person: Jui J. Kulkarni

Auditors:	KKC & ASSOCIATES LLP (formerly Khimji Kunverji & Co. LLP), CA Address: Sunshine Tower, Level 19, Senapati Bapat Marg, Prabhadevi, Mumbai, Maharashtra, India, 400013 Telephone Number: +91 22 6143 7333 Email address: info@kkcllp.in Website: www.kkcllp.in Contact Person: Mr. Vinit Jain

4.5 About the Issuer: The following details pertaining to the issuer:

NeoGrowth is a leading middle layer non-banking financial company (NBFC-ML) registered with Reserve Bank of India ("**RBI**") under the Reserve Bank of India Act, 1934, bearing registration number B-13.02077 dated September 12, 2014.

NeoGrowth is a new-age lender, with a focus on Micro, Small, and Medium Enterprises (MSMEs). It is a Middle Layer Non- Banking Financial Company (NBFC-ML), offering a wide range of products tailored to the dynamic needs of small businesses. Its data science and technology-led approach enable it to offer quick and hassle-free loans to MSMEs across 75+ segments across 25+ locations in India. NeoGrowth offers a unique daily repayment option to its customers with multi-channel repayment modes. It has served and engaged with 1,50,000+ businesses and supported them with their growth ambitions. It not only helps small businesses grow but also drives financial inclusion making a positive social impact.

Founded by industry veterans, its Board of Directors comprises experts, who guide the leadership team toward its strategic goals. NeoGrowth was founded by Dhruv Khaitan and Piyush Khaitan a decade ago and is backed by renowned investors, namely Omidyar Network, Lightrock, Khosla Impact, Accion Frontier Inclusion Fund – Quona Capital, 360 One Asset, FMO, and Leapfrog Investments.

Small businesses and MSMEs play a pivotal role in the Indian economy, driving national development and spurring innovation. Despite their critical importance, these enterprises often encounter significant challenges in accessing finance, primarily due to limited credit histories, complex application processes, and the lack of collateral.

At NeoGrowth, we address these challenges by providing tailored financial solutions that support MSMEs at every stage of their growth. Our product suite, including Retail Finance, Supply Chain Finance, and Plus Loans, is meticulously designed to meet their diverse funding needs. To stay ahead of the curve, we emphasise continuous product innovation, enhancing our existing products and developing new offerings that cater to the evolving needs of our valued customers. This process includes leveraging technology, analysing market trends, and engaging with customers to understand their needs and create unique value propositions. Our strong commitment to innovation not only enriches our product portfolio but also positions us among the leaders in providing innovative financial solutions.

NeoGrowth's digital ecosystem is designed for agility and scalability, supporting seamless product lifecycle management and operational efficiency. By integrating with Digital Public Infrastructure for e-KYC and e-sign, and extensively leveraging digital payments data, we

ensure robust and streamlined processes. Our tech stack features advanced Loan Origination System (LOS) architecture, AWS cloud servers, and proprietary algorithms, ensuring operations that are assetlight, cost-efficient, and highly responsive. Our infrastructure is capable of managing diverse data volumes, handling complex use cases across various loan applications, and seamlessly integrating with all operational functions. This scalability and agility position us to accommodate future growth and swiftly adapt to evolving market demands, ensuring we remain at the forefront of financial innovation.

NeoGrowth's operational efficiency is anchored in optimised processes, advanced data analytics, significant increase in productivity and reduction in costs. By streamlining operations and leveraging technology, NeoGrowth achieves superior performance, resulting in an efficient operating structure and higher net revenue.

4.6 Branch details:

As of the date of this Key Information Document, the Issuer has 48 branches across 15 states. The details of the branches of the Issuer are as follows:

Sr No.	State	Branch	Address
1	Gujarat	Ahmedabad	305-306, RainDrops Building, Opp. Yes Bank, C. G. Road, Ahmedabad - 380006
2	Rajasthan	Ajmer	Plot No. 5, LIC Colony, 3rd Floor, Anasagar Circular Road, Vaishali Nagar, Ajmer – 305004, Rajasthan
3	Maharashtra	Aurangabad	1st Floor, Kandi Tower, Central Wing, Jalna Road, Above Equitas Bank, Near Mondha Flyover, Chhatrapati Sambhaji Nagar – 431001
4	Karnataka	Bangalore	NeoGrowth Credit Pvt ltd “LANGFORD AVENUE” bearing No.14, Langford Garden, Near Richmond Road Flyover Bangalore – 560 025,
5	Gujarat	Baroda	1-2 units, Shop no. 122 & 123, 1st Floor, Darshanam Galleria, Sun Pharma Road, Baroda - 390020
6	Karnataka	Belgaum	2nd Floor, Bharati Sankul, Club Rd, beside Harsha Electronics, , Belgaum – 590001
7	Madhya Pradesh	Bhopal	Ambika Arcade, 4th floor Z-19, Opposite Chittod Complex, Zone -1, Maharana Pratap Nagar, Bhopal - 462011, Madhya Pradesh.
8	Odisha	Bhubaneswar	NeoGrowth Credit Pvt Ltd. 5C, 5th Floor, Metro House, Plot No-A/410, Vani Vihar Square, Saheed Nagar, Bhubaneswar – 751007.
9	Maharashtra	Borivali	NeoGrowth Credit Pvt. Ltd. Block no. 16 B – 1 Laxmi Nivas CHS Ltd., Pai Nagar, Mandpeshwar Road, Near Gokul Hotel, Behind Ganjawala Apartment, S V P Road, Borivali West, Mumbai - 400092

10	UT	Chandigarh	2nd Floor, Office No.7, S.C.O.55-56-57, Sec-8C, Chandigarh-160008
11	Tamil Nadu	Chennai	3rd Floor, South Wing, Karumuthu Centre Old door no. 498 & New door 634, Anna Salai, Teynampet Village, Chennai-600035,
12	Tamil Nadu	Coimbatore	NeoGrowth Credit Pvt. Ltd. Office No. 1940/2, 2nd Floor, Trichy Main Road, Ramanathapuram, Coimbatore 641045, Tamil Nadu.
13	Delhi	Delhi - Patel Nagar	NeoGrowth Credit Pvt. Ltd - Building No.17, 1st and 2nd Floor, West Patel Nagar, Patel Nagar, New Delhi - 110008
14	Karnataka	Gulbarga	Inderdas Tower 2nd Floor plot no 104, 105, Supermarket, Near Bata Showroom, Kalaburagi – 585101
15	Karnataka	Hubballi	NeoGrowth Credit Pvt. Ltd. 3rd Floor, Shop no. 307, M/s. Nirvan construction, H.D.B.R.T.S Road, Opp. KSRTC Depot, Hosur, Hubballi - 580021
16	Telangana	Hyderabad	602, Lake Shore Towers, Raj Bhavan Road, Somajiguda, Hyderabad, Telangana - 500082
17	Madhya Pradesh	Indore	NeoGrowth Credit Pvt. Ltd., "109, 1st floor Starlit Tower " 29, Yashawant Niwas Road, Indore 452001 (M.P)
18	Rajasthan	Jaipur	Neogrowth Credit P. Ltd. Fortune Height Office No 403,Fourth Floor, Subash Marg, C-Scheme, Jaipur - 302001
19	Jharkhand	Jamshedpur	NeoGrowth Credit Pvt. Ltd. Office no. 1, 4th Floor, Meghdeep Building, Q Road, Bistupur, Jamshedpur - 831001
20	Rajasthan	Jodhpur	1st Floor, Office no. 102 and 103, Sanskriti Tower, Near Vishal Mega Mart, 5 Devendra Singhvi Marg, Choupasni Road, Jodhpur – 342001, Rajasthan
21	Maharashtra	Kolhapur	Unit No 103, 1st Floor, Crossroad Building Dabholkar Corner New Shahu Puri Kolhapur – 416001, Maharashtra
22	West Bengal	Kolkata	NeoGrowth Credit Pvt. Gitanjali Apartment, 8/B, Middleton Street, 3rd Floor, Room No. 3A, Kolkata, West Bengal - 700071
23	Uttar Pradesh	Lucknow	NeoGrowth Credit Pvt. Ltd. 315, K S Trident, 1st floor, Kailash Complex, Rana Pratap Marg, Hazratganj, Lucknow-226001 (U.P) Landmark-Opposite NBRI office.
24	Punjab	Ludhiana	NeoGrowth Credit Pvt. 3rd Floor, Apra Towers, Cabin no. 304, SCO-130,31-32, Feroze Gandhi Market, Ludhiana – 141001
25	Tamil Nadu	Madurai	NeoGrowth Credit Pvt. 38 & 38/2, Krishnarayar Thepakulam Street, Land mark: Behind Bandhan Bank Madurai, Tamil Nadu- 625009.

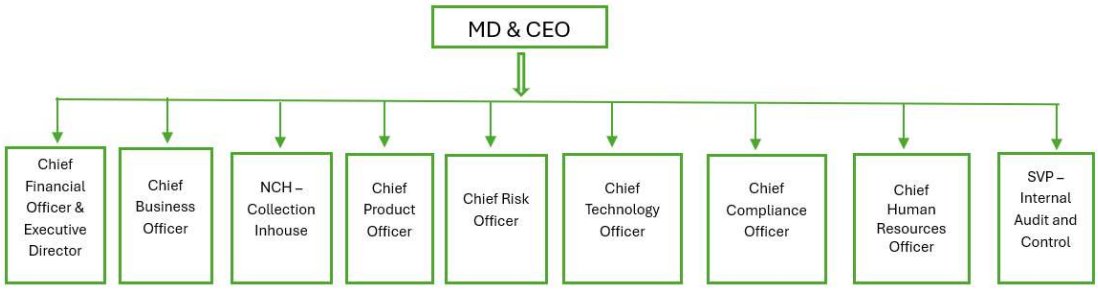
26	Karnataka	Mangalore	Door no. 13-12-1394/57(1), No. A1, 3rd Floor, A Wing, Rama Bhavan Complex, Mangalore - 575003
27	Karnataka	Mysore	NeoGrowth Credit Pvt. Ltd., CH-16, : #415/B, 1st Floor, Cantour Road, 1st Main Road, Gokulam 3rd Stage, V V Mohalla, Mysore 570002 Karnataka
28	Maharashtra	Nagpur	301, Third Floor, Gyarsi Prasad, NIT Plot No 222, Gokulpeth Nagpur, MH -440010
29	Maharashtra	Nashik	NeoGrowth Credit Pvt. Ltd. Office No. 503 & 504, 'Shree Ganesh Kuber', 5th Floor, KBT Circle, Gangapur Road, Nashik – 422013
30	Haryana	Panipat	1st floor, 294 Jubin tower, Near ICICI Bank, beside Swastika Road G T Road Panipat, Haryana - 132103
31	UT	Puducherry	127, 100 Feet Road, Ground Floor, Nadesan Nagar, Indira (Landmark - Gandhi Circle), Puducherry - 605005
32	Maharashtra	Pune	NeoGrowth Credit Pvt. Ltd. 1st floor, Office No. 404 & 405, Connaught Place, CTS No. 28, H. No. 25 S No. 327 Bund Garden Road, Pune-411001
33	Gujarat	Rajkot	NeoGrowth Credit Pvt. Ltd. Office No. 906, 'King's Plaza', Astron Chowk, Sardarnagar Main Road, Rajkot - 360001
34	Gujarat	Surat	NeoGrowth Credit Pvt. Ltd. 212 International Trade Centre, Majuragate Char Rasta, Ring Road, Surat 395002.
35	Maharashtra	Thane	Neogrowth Credit P. Ltd. A-103, 1st Floor, Nagesh Co-operative society Ltd., Near Aradhana Talkies, Lal Bahadur Shastri Marg, Naupada, Thane West - 400602
36	Maharashtra	Times Square	NeoGrowth Credit Pvt. Times Square 9th Floor, E wing, Andheri Kurla Road, Marol, Andheri East , Mumbai- 400059. Maharashtra
37	Tamil Nadu	Tiruchirappalli	2nd Floor, SBS Complex D28/1, 7th Cross East, Thillai Nagar - 620018
38	Andhra Pradesh	Tirupati	NeoGrowth Credit Pvt. Ltd. DR. BK Reddy Building 19-8-83, Sivaji Nagar, RC Road, Tirupati - 517501, AP
39	Tamil Nadu	Tiruppur	2nd floor No. 266, Bungalow Street, Avinashi - Tirupur Rd, near Yes Bank, Odakkadu, Tirupur, Tamil Nadu 641602
40	Karnataka	Tumkur	S S Arcade, 1st Floor, Opp Govt Polytechnic College, BH Road, Tumkur - 572103
41	Rajasthan	Udaipur	Kalpana Business Centre, 1st Floor, 6 Town Hall, Opp. Nagar Nigam Parking, Udaipur - 313001, Rajasthan

42	Andhra Pradesh	Vijayawada	NeoGrowth Credit Pvt. Ltd. Door no. 39-10-19 SRI , 2nd Floor, Sri Surya Enclave, Labbipet, Vetahnari Hospital Road, M G Road, Vijaywada(Urban) Andhra Pradesh-520010 Venkateshwarpuram Krishna,
43	Andhra Pradesh	Visakhapatnam	NeoGrowth Credit Pvt. Ltd. Flat No. 403, 3rd Floor, Door No. 47-10-22, Pakki's Apartment, Dwarakanagar, Visakhapatnam-530016 Landmark - 2nd Lane
44	Madhya Pradesh	Gwalior	NeoGrowth Credit Pvt. Ltd 1st floor, F-4, The Empire, 33, City Center, Gwalior (M.P.) 474011
45	Tamil Nadu	Tiruvallur	NeoGrowth Credit Pvt. Ltd RBD complex, S. No 196/2, H.I G, Plot No. 3568, TNBH, IN. V No. 75, Kakkalur Village, Tiruvallur - 602001
46	Rajasthan	Sikar	NeoGrowth Credit Pvt. Ltd Office No. 106-107, 1st Floor, Murli Plaza, Rani Sati Road, Sikar, Rajasthan - 332001
47	Punjab	Jalandhar	NeoGrowth Credit Pvt. Ltd 417 L, 2nd Floor, Model Town, Opposite Sanjay Karate School, Jalandhar (Punjab) - 144003
48	Tamil Nadu	Salem	NeoGrowth Credit Pvt. Ltd NRT Complex 2nd Floor, 137/2, Navalar Nedun Chezian Salai, Shevapet, Salem – 636002

(a) Structure of the group:

The company has no group companies or holding or subsidiary company

The graphic description/organogram of the corporate structure of the issuer is as follows:



(b) Brief Profile of the Board of Directors:

Name	Designation	Experience
Mr. Piyush Kumar Khaitan	Founder and Non-Executive Director and Chairman	• Mr. P.K. Khaitan (PK) is a seasoned operating executive who has successfully founded a number of businesses and operated them to high levels of success. He founded NeoGrowth Credit Pvt. Ltd. in 2011-12 and served as Managing Director until December 2022. He is now Chairman of the Board. • He was the Founder & Managing Director of Venture Infotek Global Pvt Ltd., (now Worldline India Pvt. Ltd.) until divestment in 2010-11. He had also founded DEI Ltd., India's largest secure card bureau which was merged into Venture Infotek in 2007. • He has worked closely with the Reserve Bank of India, the Indian Banks' Association and the Card Networks, in framing policies and giving direction to the digital payments industry in India. He was the Founder Chairman of the 'ePayments Focus Group' of the Smart Card Forum of India (SCAFI) from 2000 to 2005. He was also one of the three original founders of The Digital Lenders Association of India, DLAI, (now United Fintech Forum) and served as the first President in 2016-17. This is the representative body of all digital lending companies in India. • He has Bachelor's degree with Honours from the Bombay University, and has done the Small and Medium Enterprises Program (SMEP) from IIM, Ahmedabad.
Mr. Ganesh Rengaswamy	Minority Shareholders Director	• Mr. Ganesh Rengaswamy, co-founder and Managing Partner at Quona Capital, leads the firm's investment strategy across India and Southeast Asia. Ganesh previously led Aian investments for Accion Frontier Investments, and was a General Partner at Lok Capital, backing financial inclusion and social enterprise ventures. • He also served as Asia Director at Unitus, where he invested in and advised top-tier financial institutions including SKS/Bharat Financial, Ujjivan, Equitas, Northern Arc, Vistaar, and Bandhan. • Ganesh played a key role in launching Greylock Partners in India and co-founded Travelguru.com, later acquired by Travelocity. Earlier in his career, he drove growth for Fortune 1000 clients at Infosys. • A recognized voice in fintech and impact investing, Ganesh is a regular speaker at global forums including the Singapore Fintech Festival, GIIN, and SuperReturn.

		Notable exits include IndiaMart (IPO), Coins.ph (acquired by Go-Jek), and Shubham (Premji Invest). • He has been featured in Bloomberg, CNBC, The Economic Times, and Mint. • He holds MBA from Harvard Business School
Mr. Pranav Kumar	Nominee Director	• Mr. Pranav Kumar is a Partner in Leap Frog's Asia Financial Services team based in Singapore. • He leads new investments, portfolio management and exits across South and Southeast Asia. He currently serves on the boards of LeapFrog partner companies Dvara Kshetriya Gramin Financial Services Private Limited and Shubham Housing Development Finance Company Limited. His other notable transactions include NeoGrowth, Fincare (acquired by AU Bank) and Magma Fincorp (exited). • Prior to joining LeapFrog, Mr. Pranav held positions at the World Bank Group and McKinsey & Company. He holds an MBA from Indian Institute of Management, Ahmedabad, and a Bachelor of Technology degree in Computer Science and Engineering from the Indian Institute of Technology, Bombay.
Ms. Bindu Ananth	Independent Director	• Ms. Bindu Ananth has an under-graduate degree in Economics from Madras University and Masters Degrees from the Institute of Rural Management (IRMA) and Harvard University's John F Kennedy School of Government. • Bindu is the Chair & Co-founder of Dvara Trust. Prior to this, Bindu worked in ICICI Bank's microfinance team between 2001 and 2005 and was head of the new product development team within their Rural Banking Group in 2007. • Bindu has co-edited "Financial Engineering for Low-Income Households", a book published by SAGE. She has also published in the Economic and Political Weekly, OECD Trade Paper Series and the Small Enterprise Development Journal. • Bindu has made several public policy contributions. She has been a member of 3 RBI Committees: Comprehensive Financial Services for Low-Income Households and Small Businesses (2013), Housing Finance Securitisation (2019) and Committee on MSMEs (2019). She was a member of the Government of India's High-Level Committee on Women (2014-15). She was a member of the Taskforce of the

		Insolvency & Bankruptcy Board of India (2017).She was a member of the World Bank's Consultative Group to Assist the Poor (CGAP) from 2017-22. • In 2017, Bindu was featured by Forbes as one of India's leading women leaders and received the Women's Leadership Award in 2020 from Economic Times (ET) Prime. She received the Raymond Vernon Prize for Outstanding Commitment to International Development from Harvard University.
Mr. Arun Kumar Nayyar	Managing Director & CEO	• A Chartered Accountant having a well-diversified experience of around 22+ years in the financial services domain. • Successful track record of building businesses from scratch, scaling up established businesses and managing stressed portfolios. • Led businesses across Micro Enterprise Lending, SME Lending and Consumer Finance. • Deep understanding of key business drivers, risk and product Management, Route to Market and digital lending. • Experience includes a large retail financing NBFC (Edelweiss), Citibank & CRISIL (A S&P Global Company).
Mr. Ramakrishnan Subramanian	Nominee Director	• Mr. Ramakrishnan is a career banker and financial services industry leader with 30+ years experience. He has done roles in Strategy, Board, Governance coupled with a strong execution track record across Retail & SME businesses, M&A, and commercial banking. He has run and built businesses in Retail Financing for HDFC bank & other entities from start-up to scale-up in Mortgage, LAP, personal Loans, business loans, SME, LAS, gold loans, auto-finance, commercial vehicles, equipment financing, securitisation. • He has worked in several senior roles at large universal banks, and NBFCs involving strategy, business setup, scale-up, transformation, JVs, franchise sales & exits, across India, Singapore, Hong Kong & Thailand managing multiple ASEAN countries. He has held leadership roles at Citibank, HDFC bank, Standard Chartered, ING, etc. since 1992. • He currently serves as a Sr. Advisor, Operating Partner equivalent, and Domain Consultant with select private equity, venture capital, and Fintechs in India & ASEAN. • He is a Board member of IIFL finance, IIFL OPEN and has also served as a Board member of ING Vysya Bank

		(Kotak Bank) and Shriram Capital Ltd, Shriram Transport Finance Ltd, Shriram City Union, Shriram Life & General insurance. • He is a Chartered Accountant, Cost & Management Accountant, M Com. & has done the Fintech program from Harvard University.
Mr. Suresh Jayaraman	Independent Director	• J. Suresh was the Managing Director & CEO of Arvind Fashions Ltd. He joined the company in September 2005 and turned it around by strengthening its brands and retail portfolio through organic growth and acquisitions, and aggressively growing Unlimited as a leading value retail chain in apparel. During his 16-year tenure, the company's turnover increased 30 times with a multifold increase in profits leading to the listing of Arvind Fashions Ltd. • Prior to joining Arvind, he held several senior positions during his 18-year-old stint in Hindustan Unilever Ltd and served as a member of the management committee of the foods and beverages business. • He was appointed by JP Morgan Chase as CEO when they invested in MTR Foods and was instrumental in growing a regional brand to a national brand with a global presence. • He was the past Chairman of the CII National Committee on Retail in 2013-2014, Chairman of India Fashion Forum, and is a member of the National Council of Retailers Association of India • Post retirement, he has taken up the role of Senior Advisor with Boston Consulting Group (BCG). He is also on the Board of four companies and advises companies as an Independent consultant. • Suresh is a mechanical engineer and has an MBA from IIM Bangalore.
Ms. P.H. Vijaya Deepti	Nominee Director	• Vijaya Deepti is a Member - Board of Directors at Tata AIG General Insurance Co. Ltd and a Member of the Risk Management Committee and Audit Committee. As an Independent Director at Aster DM Healthcare, she Chairs the Risk Management Committee and Technology Steering Committee in addition to being a member of the Nominations, Remuneration and Compensations and CSR Committees. As an Additional Director at CreditAccess Life Insurance Company, she Chairs the PP, GR and CM and the NRC and is a member of the Audit Committee. She is an Director on the Board of NeoGrowth Credit Pvt Ltd. She is a Director on the Board of GIEEE Institute of Engineers

		and a Trustee at Grassroots Research and Advocacy Movement. • She was the CEO of Tata Insights and Quants a Division of the Tata Industries Ltd. The Organization is a Center of Excellence for Data and Analytics for the Tata Group. The focus is to work with the Tata Group Companies on leveraging Advanced Analytics to address business challenges. She has been supporting IEEE Working Groups to build Industrial AI Standards. • She was with Tata Consultancy Services (TCS) for over three decades and held roles both at Corporate and Business Unit Level. As a member of the Corporate Governance Team, she supported multiple Business Units in their strategic initiatives and programs. She was on the Board of Diligenta which is a Regulated Subsidiary of TCS in UK. As Head of Global Insurance Product Business at TCS, she was responsible for product development and client delivery initiatives globally. Previously, she served as the Head of Global Insurance Delivery with an additional responsibility to grow UK and European Insurance business. Under her leadership, the TCS Insurance unit won a number of strategic large deals, acquired new customers and achieved multifold growth. • As a long-standing member of TCS Business Excellence Council, Deepti has been responsible for driving the TATA Group's Business Excellence (TBEM) initiative. She has worked as Head of Quality Council and has championed various Six Sigma Initiatives within TCS across multiple customer engagements. • In Dec 2009, she was conferred the "Leading Business Woman of The Year" award by Women Leaders in India (WLII) in recognition for her contribution towards growing the insurance business within TCS despite the global economic downturn. In 2023, she was conferred Distinguished Alumnus Award by VJTI, Mumbai. • She has been working with a number of NGO's in areas such as Integrated Forest Management, Education for under-privileged and grooming of leadership talent.
Mr. Deepak Nath Goswami	Executive Director and Chief Financial Officer	• A CA, CFA & MBA having well diversified experience of around 23 years in leading strategic planning, finance, treasury, investor relations, compliance and project implementation. • Worked as CFO for Samaaru India, Samaaru Finance and Spandana Sphoorty Financial Limited.

		• He also had a long stint in GE Capital - SBI Cards as SVP Finance and with Mahindra Comviva & TATA Power.

(c) Brief Profile of the Senior Management

Management Details		
Name	**Designation**	**Experience**
Arun Kumar Nayyar	Managing Director and Chief Executive Officer	Over 22+ years of extensive experience in SME lending portfolio, consumer & commercial portfolio, in different organizations (Edelweiss Group, Citibank & CRISIL). Has been responsible for setting up the SME lending business within the retail finance vertical, he successfully built, from scratch, a differentiated and robust Rs 3000 crs SME portfolio
Deepak Nath Goswami	Executive Director and Chief Financial Officer	Deepak is a Chartered Accountant, an MBA and a CFA. He has over 23 years of rich and diversified experience in the field of strategic planning, finance, investor relations, compliance and project implementation. Prior to joining NeoGrowth, Deepak was at Samaaru Finance, where he was the CFO. Prior to Samaaru Finance, he has worked with Spandana Sphoorty Financial Limited as a CFO. He also had a long stint in GE Capital - SBI Cards as SVP Finance.
Manmeet Singh Sawhney	Chief Business Officer – Primary Markets	20+ years of prolific and extensive experience at various levels in SME Acquisition, disbursement, AUM growth, business development, portfolio management, Collections and Revenue growth. Post Graduate in Business Management and completed one year Executive Leadership Management program from IIM Kolkata. Expertise in driving SME sales with niche market segments and scaling up volumes with market spanning across all cross section of demographic profile. Previously worked as Division Head for Sales, Distribution and Collections at Edelweiss Financial Services, HSBC and HDFC Bank.
Amol Deherkar	Chief Product Officer	More than 17 years of experience in Consulting, Corporate Banking, Wealth Management & Retail Finance. Postgraduate in Management from IIM Calcutta & Mechanical Engineer from VJTI Mumbai. Past work experience with Barclays India, Edelweiss in various roles.
Ravi Hemendra Valia	Chief Risk Officer	Ravi has 22 years of experience in Retail Lending industry across fields like Risk & Policy, Underwriting and Operations. Prior to joining NeoGrowth, Ravi was associated with IDFC First Bank for 7 years Heading Risk for multiple secured and unsecured products. Other past experience includes Bajaj Finance, Standard Chartered Bank, HDFC Bank and ICICI Bank in various roles

Management Details		
Name	**Designation**	**Experience**
		Ravi holds Management Degree from Narsee Monji Institute of Management Studies, Mumbai
Vikas Dhankhar	Chief Technology Officer	Technology executive with over 19 years of experience in strategic IT leadership, modernizing legacy applications, cybersecurity, regulatory compliance, and technology innovation. He has previously worked with Credit Suisse, Bank of America, and Tech Mahindra across India and Singapore. Vikas is Postgraduate in Business Analytics from BITS Pilani, GARP-certified Financial Risk Manager (FRM) and Computer Science Engineer from MDU Rohtak.
Sanjay Rawat	Chief Compliance Officer	Sanjay has 16 years of experience in Compliance domain within Banking and Non-Banking Finance space. He is qualified CA and completed his B. Com (Hons.) from Delhi University. He was with L&T Finance for over 1 year handling RBI Inspection, Compliance Testing, Advisory for retail asset products including regulatory advice on Fair Practices Code, Outsourcing, KYC, Digital Lending & other matters before joining us. Prior to this, he was with DBS Bank for more than 7 years. His role involved, apart from all the relevant Compliance functions, advisory responsibilities for retail banking and handling projects pertaining to Credit Card & Mobile Banking App launch, Automation of Compliance activities, Integration of systems/returns pursuant to amalgamation of DBS Bank & LVB Bank. He has spent his formative years with RBL bank and ICICI Bank.
Anjali Yadav	Chief Human Resource Officer	Anjali holds a postgraduate degree in Human resource (PGDBM) from SIES College of Management studies and she has around 17+ years of expertise and experience in HR strategy, talent development and cultural transformation across various industries like pharmaceuticals, manufacturing, energy efficiency and other startups. Prior to joining NeoGrowth, Anjali was associated with Smart Joules, Cipla Pharmaceuticals among other leading organisations
Kapil Bhalchandra Talati	SVP - Internal Audit and Controls	He has over more than 20 years of experience in Internal Audit, Risk and Credit while working in the NBFC and Banking space. He is a qualified CA and has completed his B. Com from the Mumbai University.

Management Details		
Name	**Designation**	**Experience**
		He was earlier with Edelweiss Group for 7 years handling Internal Audit and Credit Risk for Wholesale, Agri, Distress and AIF business. Previously worked with DBOI Global (Deutsche Bank Group), ABN Amro and ING Vysya Bank managing Credit and Risk for various customers across industries, regions and continents.
Gauri Shah	EVP-Risk & Operations	19+ years of experience in Credit Underwriting, Process Migration and Simplification, Portfolio Monitoring, and Credit Policy across a vast range of products in secured and unsecured lending with leading NBFCs and Banks. Master's in business administration (Finance) from Institute of Business Management & Research, Pune and Government Diploma in Cooperation and Accountancy (G.D.C&A) and Executive Programme in Fintech, Banking & Applied Risk Management from IIM Lucknow. Previously worked with Fullerton India Credit Co. Ltd., Barclays Finance, HSBC, and CitiFinancial Consumer Finance Ltd.
Vasudha Chaudhry	EVP - Credit	21+ years of experience in Underwriting, Portfolio Monitoring and Risk Management across a vast range of Retail Asset products in Secured and Unsecured with leading Banks and NBFCs. Previously worked with Edelweiss Group, Barclays Bank, ABN Amro and CitiFinancial. MBA in Finance & Marketing from National Institute of Management, Kolkata and bachelor's in commerce from Sri Ram College of Commerce, Delhi.

(d) Project cost and means of financing, in case of funding new projects

NIL

4.7 Key Operational and Financial Parameters on a consolidated basis and a standalone basis:

Standalone basis:

(Rs. In Crores)

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

PARTICULARS	March 31, 2024	March 31, 2025	March 31, 2026	Q1 2026-2027 (Unaudited with Limited Review)
	Audited	Audited	Audited	Unaudited
BALANCE SHEET				
Assets				
Property, Plant and Equipment	10.35	36.92	38.14	35.24
Financial Assets	2810.99	2,775.96	2,238.60	2100.25
Non-financial Assets excluding property, plant and equipment	57.05	76.99	104.67	108.00
Total Assets	**2,878.39**	**2889.87**	**2,381.41**	2243.49
Liabilities				
Financial Liabilities (A)	2199.90	2204.86	1,759.62	1630.78
-Derivative financial instruments	1.52	-	0	
-Trade Payables	17.89	9.34	9.86	7.15
-Debt Securities	462.91	569.37	504.10	574.58
-Borrowings (other than Debt Securities)	1676.04	1,573.07	1,192.45	1000.24
-Subordinated liabilities	-	-	-	-
-other financial liabilities	41.54	53.07	53.21	48.82
Non-Financial Liabilities (B)	22.44	13.96	13.63	7.75
-Current tax liabilities (net)	0.91	-	-	-
-Provisions	15.85	9.03	8.65	3.63
-Deferred tax liabilities (net)	-	-	-	-
-other non-financial liabilities	5.68	4.93	4.98	4.11
Equity (Equity Share Capital and Other Equity) (C)	656.05	671.05	608.16	604.97
Total Liabilities and Equity (A+B+C)	**2878.39**	**2889.87**	**2,381.41**	**2243.49**
PROFIT AND LOSS				
Revenue from operations	599.22	749.01	589.85	131.56
Other Income	2.03	1.30	1.22	0.18
Total Income	601.25	750.31	591.07	131.74
Total Expense	505.91	738.19	687.69	136.41
Profit after tax for the year	71.37	9.02	(72.34)	(3.51)
Other Comprehensive income	(6.39)	2.49	6.75	0.11
Total Comprehensive Income	64.98	11.51	(65.59)	(3.40)
Earnings per equity share (Rs.) (Basic)	7.64	0.97	-7.75	-0.38
Earnings per equity share (Rs.) (Diluted)	7.37	0.96	-7.75	-0.38
Cash Flow				
Net cash from/ used in (-) operating activities	(773.09)	31.24	454.29	112.91

Net cash from/ used in (-) investing activities	.83	1.14	3.46	(95.14)
Net cash from/ used in (-) financing activities	754.54	(28.33)	(480.94)	(105.23)
Net increase/decrease (-) in cash and cash equivalents	(17.72)	4.05	(2.32)	(87.45)
Cash and cash equivalents as per Cash Flow Statement	157.50	161.55	138.36	50.91
Additional Information				
Net Worth	667.78	680.29	610.65	607.35
Cash and cash equivalents	157.50	161.55	138.36	50.91
Loans	2531.99	2493.42	1,975.67	1853.51
Loans (Principal Amount)	2,638.44	2,629.63	2,060.05	1926.41
Total Debts to Total Assets	74.31%	74.14%	71.23%	70.19%
Interest Income	574.39	721.04	566.97	127.66
Interest Expense	211.19	284.19	228.88	48.81
Impairment on Financial Instruments	150.34	279.54	277.32	53.82
Bad Debts to Loans	N.A.	N.A	N.A.	N.A
% Stage 3 Loans on Loans (Principal Amount)	3.66%	6.80%	5.78%	5.26%
% Net Stage 3 Loans on Loans (Principal Amount)	1.60%	2.96%	2.27%	2.05%
Tier I Capital Adequacy Ratio (%)	28.20%	28.72%	29.11%	28.30%
Tier II Capital Adequacy Ratio (%)	0.28%	0.35%	0.00%	0.00%

Consolidated basis: Not Applicable

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

The Company has provided Corporate Guarantee to Ambit Finvest Pvt. Ltd. on monthly basis via Corporate Guarantee Agreement dated 24th February 2022 which is 5% of AUM under the said arrangement. Corporate Guarantee amounting to Rs. 2,22,767/- was provided for the month of April, 2025 which is equivalent to 5% of Total AUM as under the said arrangement.

4.9 Details of any other contingent liabilities of the Issuer based on the last audited financial statements including amount and nature of liability:

There no contingent liability as on March 31, 2026 pertaining to GST Demand raised by authority against which the company has filed appeal.

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

(a) Details of Share Capital as at the quarter ended, i.e., June 30, 2026:

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

Share Capital	Amount (INR)
Authorised Share Capital	
Equity Share Capital (2,10,00,000 Equity shares of Rs. 10 each)	21,00,00,000
Preference Share Capital (9,60,00,000 0.01% Cumulative Convertible Preference shares of Rs. 10 each)	96,00,00,000
TOTAL	117,00,00,000
Issued, Subscribed and Fully Paid- up Share Capital	
Equity Share Capital (1,80,00,700 Equity shares of Rs. 10 each)	18,00,07,000
Preference Share Capital (7,53,69,526 0.01% Cumulative Convertible Preference shares of Rs. 10 each)	75,36,95,260
TOTAL	93,37,02,260

(b) Changes in its capital structure as on quarter ended i.e. June 30, 2026 for the preceding three financial years and current financial year:

Date of Change (AGM/EGM)	Authorised Capital (INR)	Particulars
October 26, 2022	1,17,00,00,000	Authorised capital increased from INR. 67 Crores to INR 117 Crore. Divided into 2.10 Crore Equity shares of INR. 10 each and 9.60 Crore preference shares of INR.10 each.
December 1, 2022 (EGM)	1,17,00,00,000	Private placement of total 1,51,82,630 Series D Compulsorily Convertible Preference Shares ("Series D CCPS") and 100 (One Hundred) equity shares in dematerialised form (in 2 tranches), first tranche securities being 1,02,48,243 (One Crore Two Lakh Forty Eight Thousand Two Hundred and Forty Three) each having face value of INR 10 (Indian Rupees Ten Only), total subscription aggregating up to INR 159,99,56,087.4 (Indian Rupees One Hundred and Fifty Nine Crore Ninety Nine Lakh Fifty Six Thousand and Eighty Seven Point Four Only).
December 12, 2022 (EGM)	1,17,00,00,000	Private placement of 49,34,387 Series D Compulsorily Convertible Preference Shares ("Series D CCPS") in dematerialised form, having face value of INR 10 (Indian Rupees Ten Only) aggregating up to INR 51,99,85,702.06 (Indian Rupees Fifty One Crore Ninety Nine Lakh Eighty Five Thousand Seven Hundred and Two Point Zero Six)

(c) Details of the equity share capital as at quarter ended i.e. June 30, 2026, for the preceding three financial years and current financial year:

							Cumulative Paid Up Capital	Remarks

Date of Allotment	Name of Investor	No of Equity Shares allotted	Face Value (in Rs.)	Issue Price (in Rs.)	Consideration (Cash, Other than cash, etc)	Nature of Allotment	No of Equity Shares	Equity Share Capital (INR in Crore)	Equity Share Premium (INR In Crore)	
07.12.2022	Nederlandse Financierings-Maatschappij Voor Ontwikkelingslanden N.V. (FMO)	100	10	105.38	10,538	Allotment	1,80,00,700	18,00,07,000	9538	Allotment
18.07.2023	*Plenitude Ventures Private Limited	32	10	-	-	Transfer	1,80,00,700	18,00,07,000	-	Transfer

Transfer of shareholding from WestBridge Crossover Fund LLC to Plenitude Venture Private Limited.

(d) Preference Share Capital History of the Company as on quarter ended i.e June 30, 2026, for the preceding three years and current financial year (as per the nature of allotment):

Date of Allotment	Name of investor	No. of Preference Shares	Face Value	Total Price Paid (including premium)	Nature of Allotment	Preference Share Capital	Total Amount Paid (inclusive of Premium)
15.12.2022	ON Mauritius	1,33,333	10	-	Conversion	13,33,330	-
15.12.2022	Aspada Investment Company	12,00,000	10	-	Conversion	1,20,00,000	-
15.12.2022	Accion Frontier Inclusion Mauritius	4,86,667	10	-	Conversion	48,66,670	-
15.12.2022	360 One Seed Ventures Fund 1 *(Formerly known as M/s IIFL Seed Ventures Fund I)*	2,66,667	10	-	Conversion	26,66,670	-
15.12.2022	Trinity Inclusion Limited	68,89,259	10	-	Conversion	6,88,92,590	-
15.12.2022	Arun Nayyar	97,827	10	-	Conversion	9,78,270	-

15.12.2022	Dhruv Kumar Khaitan	6,84,567	10	-	Conversion	68,45,670	-
15.12.2022	Piyush Kumar Khaitan	6,84,567	10	-	Conversion	68,45,670	-
18.07.2023	Trinity Inclusion Limited	41,00,000	10	-	Conversion	4,10,00,000	-
07.12.2022	Nederlandse Financierings-Maatschappij Voor Ontwikkelingslanden N.V. (FMO)	1,02,48,243	10	105.38	Allotment	10,24,82,430	97,74,77,417.34
15.12.2022	Nederlandse Financierings-Maatschappij Voor Ontwikkelingslanden N.V. (FMO)	49,34,387	10	105.38	Allotment	4,93,43,870	47,06,41,832.06
18.07.2023	*Plenitude Ventures Private Limited	26,89,900	10	-	Transfer	2,68,99,000	-

Transfer of shareholding from WestBridge Crossover Fund LLC to Plenitude Venture Private Limited.

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

Type of Event	Date of Announcement	Date of Completion	Details
NIL	NIL	NIL	NIL

4.12 Details of any Reorganization or Reconstruction in the last 1 (one) year:

Type of Event	Date of Announcement	Date of Completion	Details
NIL	NIL	NIL	NIL

4.13 Details of the shareholding of the Company as on the quarter ended, i.e., June 30, 2026

(a) Shareholding pattern of the Company as on the quarter ended, i.e., June 30, 2026 as per the format specified under the listing regulations:

Sr No	Name of Equity Shareholder	Total No of Equity Shares	No. of shares in demat form	Total Shareholding as a % of total no of equity shares
1	Dhruv Kumar Khaitan	90,00,000	9,000,000	49.99805563
2	Piyush Kumar Khaitan	90,00,000	9,000,000	49.99805563
3	M/s ON Mauritius	68	68	0.000377763
4	M/s Plenitude Ventures Private Limited	32	32	0.000177771

5	M/s Aspada Investment Company	100	100	0.000555534
6	M/s Khosla Impact I Mauritius	100	100	0.000555534
7	M/s Accion Frontier Inclusion Mauritius	100	100	0.000555534
8	M/s 360 One Seed Ventures Fund 1 (Formerly known as M/s IIFL Seed Ventures Fund I)	100	100	0.000555534
9	M/s Trinity Inclusion Limited	100	100	0.000555534
10	M/s Nederlandse Financierings-Maatschappij Voor Ontwikkelingslanden N.V. (FMO)	100	100	0.000555534
	Total	**18,000,700**	**18,000,700**	**100**

Notes: Details of shares pledged or encumbered by the promoters (if any): NIL

Sr No	Name of Compulsory Convertible Preference Shareholder (CCPS)	Total No of CCPS	No. of shares in demat form	Total Shareholding as a % of total no of CCPS shares
1	Dhruv Kumar Khaitan	684,567	684,567	0.90828089%
2	Piyush Kumar Khaitan	684,567	684,567	0.90828089%
3	M/s ON Mauritius	7,098,514	7,098,514	9.41828134%
4	M/s Plenitude Ventures Private Limited	2,689,900	2,689,900	3.56894907%
5	M/s Aspada Investment Company	6,580,758	6,580,758	8.73132465%
6	M/s Khosla Impact I Mauritius	3,251,470	3,251,470	4.31403801%
7	M/s Accion Frontier Inclusion Mauritius	6,767,305	6,767,305	8.97883450%
8	M/s 360 One Seed Ventures Fund 1 *(Formerly known as M/s IIFL Seed Ventures Fund I)*	5,126,512	5,126,512	6.80183659%
9	M/s Trinity Inclusion Limited	27,205,476	27,205,476	36.09612193%
10	M/s Nederlandse Financierings-Maatschappij Voor Ontwikkelingslanden N.V. (FMO)	15,182,630	15,182,630	20.14425565%
11	Arun Kumar Nayyar	97,827	97,827	0.12979649%
	Total	**75,369,526**	**75,369,526**	**100**

(b) List of top 10 holders of equity shares and CCPS holders of the Company as on the quarter ended, i.e., June 30, 2026:

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

Sr No	Name of Equity Shareholder	Total No of Equity Shares	No. of shares in demat form	Total Shareholding as a % of total no of equity shares
1	Dhruv Kumar Khaitan	90,00,000	9,000,000	49.99805563
2	Piyush Kumar Khaitan	90,00,000	9,000,000	49.99805563
3	M/s ON Mauritius	68	68	0.000377763
4	Plenitude Ventures Private Limited	32	32	0.000177771
5	M/s Aspada Investment Company	100	100	0.000555534
6	M/s Khosla Impact I Mauritius	100	100	0.000555534
7	M/s Accion Frontier Inclusion Mauritius	100	100	0.000555534
8	M/s 360 One Seed Ventures Fund 1 *(Formerly known as M/s IIFL Seed Ventures Fund I)*	100	100	0.000555534
9	M/s Trinity Inclusion Limited	100	100	0.000555534
10	Nederlandse Financierings-Maatschappij Voor Ontwikkelingslanden N.V. (FMO)	100	100	0.000555534

Sr No	Name of Compulsory Convertible Preference Shareholder (CCPS)	Total No of CCPS	No. of shares in demat form	Total Shareholding as a % of total no of CCPS shares
1	Dhruv Kumar Khaitan	684,567	684,567	0.90828089%
2	Piyush Kumar Khaitan	684,567	684,567	0.90828089%
3	M/s ON Mauritius	7,098,514	7,098,514	9.41828134%
4	M/s Plenitude Ventures Private Limited	2,689,900	2,689,900	3.56894907%
5	M/s Aspada Investment Company	6,580,758	6,580,758	8.73132465%
6	M/s Khosla Impact I Mauritius	3,251,470	3,251,470	4.31403801%
7	M/s Accion Frontier Inclusion Mauritius	6,767,305	6,767,305	8.97883450%
8	M/s 360 One Seed Ventures Fund 1 (Formerly known as M/s IIFL Seed Ventures Fund I)	5,126,512	5,126,512	6.80183659%

9	M/s Trinity Inclusion Limited	27,205,476	27,205,476	36.09612193%
10	Nederlandse Financierings-Maatschappij Voor Ontwikkelingslanden N.V. (FMO)	15,182,630	15,182,630	20.14425565%

4.14 Following details regarding the directors of the Company*:

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

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

S. No.	Name of the Directors	Designation	Date of Birth	Address	DIN	Director of the company since	Director in other company#
1	Mr. Piyush Kumar Khaitan	Founder, Non-Executive Director and Chairman	23/11/1957	T4-182, Pebble Bay, R.M.V, 2nd Stage, Bengaluru 560 094	00002579	07/06/2012	Plenitude Ventures Pvt. Ltd
2	Mr. Ganesh Venkateshwaran Rengaswamy	Minority Shareholder Director	31/05/1975	C-1072 Windmills of Your Mind, Epip Zone Whitefield, Bengaluru-560066, Karnataka	02656783	29/07/2015	Finwizard Technology Private Limited Gifting Star Private Limited
3	Mr. Pranav Kumar	Nominee Director	24/07/1984	62 Bayshore Road, #21-03, Pearl Tower, Bayshore Park, Singapore-469983	07896173	23/04/2025	Shubham Housing Development Finance Company Limited (India) Dvara Kshetriya Gramin Financial Services Private Limited

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S. No.	Name of the Directors	Designation	Date of Birth	Address	DIN	Director of the company since	Director in other company#
4	Ms. Bindu Ananth	Independent Director	12/05/1979	9-C, Dover Court, Srikandath Road, Opposite Saraf Hospital Kochi M.G. Road, Ernakulam Kerala 682016	02456029	10/10/2019	Dvara Kshetriya Gramin Financial Services Private Limited Dvara Money Private Limited Dvara Holdings Dvara Health Finance Private Limited Avanti Finance Private Limited
5	Mr. Arun Kumar Nayyar	Managing Director & CEO	27/07/1976	Apartment 105, D wing, Castle Rock building, Hiranandani Gardens, Powai, Mumbai 400076	06804277	06/01/2022	NIL
6	Mr. Ramakrishnan Subramanian	Nominee Director	28/05/1968	110 Tanjong Rhu Road, #1-01 Camelot, Singapore - 436928	02192747	27/03/2023	IIFL Finance Limited IIFL Open Fintech Private Limited IIFL Home Finance Limited
7.	Mr. Suresh Jayaraman	Independent Director	06/01/1957	Villa FE 29, 77 East, Divyashree	03033110	27/03/2023	Arvind Fashions Ltd

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S. No.	Name of the Directors	Designation	Date of Birth	Address	DIN	Director of the company since	Director in other company#
				77 Towncenter, Yemlur Road, Bangalore – 560037			Value Fashion Retail Ltd
							Arvind Lifestyle Brands Ltd
							Pepe Jeans India Limited
							VLCC Health Care Limited
8.	Ms. P.H. Vijaya Deepti	Nominee Director	18/10/1961	C12, Legacy Soreno, 1st, Main, 5th Cross, Tatanagar, Devinagar, Bengaluru - 560092	08125456	09/09/2024	Tata AIG General Insurance Company Limited
							Aster DM Healthcare Limited
							CeditAccess life Insurance Company Limited
							Global IEEE Institute of Engineers Board, an Unlisted Section 8 Company

S. No.	Name of the Directors	Designation	Date of Birth	Address	DIN	Director of the company since	Director in other company#
9.	Mr. Deepak Nath Goswami	Executive Director and Chief Financial Officer	01/02/1976	302 Third Floor Augusta Lodha Aurum Grande CHS Ltd, Kanjur Village Road, Kanjur Marg East, 400042	11488491	04/02/2026	NIL

Company to disclose name of the current directors who are appearing in the RBI defaulter list and/or ECGC default list, if any:* - **None of the Directors of the Company are appearing on the RBI/ECGC defaulters list.

#This includes companies which are incorporated under the Companies Act, 2013.

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

Name	Designation	DIN	Date of Appointment	Date of Cessation, if applicable	Date of resignation, if applicable	Director of the Company since (in case of resignation)	Remarks
Mr. Amit Mehta	Nominee Director	07089427	12/02/2021	NA	13/05/2022	12/02/2021	Resignation
Mr. Piyush Kumar Khaitan	Managing Director	00002579	07/06/2012	NA	08/12/2022	07/06/2012	Resignation
Mr. Piyush Kumar Khaitan	Chairman	00002579	08/12/2022	NA	NA	-	Appointment
Mr. Arun Kumar Nayyar	Managing Director	06804277	12/12/2022	NA	NA	-	Appointment
Ms. Deepa Bachu	Nominee Director	07397729	08/12/2022	NA	31/07/2024	08/12/2022	Resignation
Mr. Mahesh Krishnamurthy	Nominee Director	02574801	01/04/2019	NA	05/12/2022	01/04/2019	Resignation
Mr. Pranav Kumar	Nominee Director	07896173	21/03/2018	NA	08/12/2022	21/03/2018	Resignation

Mr. Ramakrishnan Subramanian	Nominee Director	02192747	27/03/2023	NA	NA	NA	Appointment
Mr. Suresh Jayaraman	Independent Director	03033110	27/03/2023	NA	NA	NA	Appointment
Ms. P.H. Vijaya Deepti	Nominee Director	08125456	09/09/2024	NA	NA	NA	Appointment
Mr. Pranav Kumar	Nominee Director	07896173	23/04/2025	NA	NA	NA	Appointment
Mr. Micheal Jude Fernandes	Nominee Director	00064088	23/01/2018	NA	02/04/2025	23/01/2018	Resignation
Mr. Deepak Nath Goswami	Executive Director and Chief Financial Officer	11488491	04/02/2026	NA	NA	NA	Appointment
Mr. Dhruv Kumar Khaitan	Non-Executive Director	00002584	07/06/2012	NA	26/05/2026	07/06/2012	Resignation

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

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

***Details are provided till June 30, 2026**

Sr. No.	**Name of the Director**	**Financial Year**	**Remuneration payable or paid (in INR)**			**Shareholding (on a fully diluted basis)**		
			by Issuer	by subsidiary company	by associate company	in the Company	in the subsidiaries	in the associate companies
1	Mr. Piyush Khaitan	FY 2026-2027	INR 9,37,500	-	-	90,00,000 Equity Shares	-	-
		FY 2025-2026	INR 37,50,000					

	(Non-Executive Chairman)	FY 2024-2025	INR 3,187,500			684567 CCPS aggregating to 10.37 %		
		FY 2023-2024	INR 40,00,000					
		FY 2022-2023	NA					
2	Mr. Piyush Kumar Khaitan- (Managing Director)	FY 2025-2026	NA	-	-	Same as above	-	-
		FY 2024-2025 FY 2023-2024	NA NA					
		FY 2022-2023	INR 32,57,395					
3	Mr. Arun Kumar Nayyar (Managing Director & CEO)	FY 2026-2027	INR 95,00,142	-	-	97,827 CCPS aggregating to 0.1%	-	-
		F.Y 2025 - 2026	INR 4,78,70,631					
		FY 2024-2025	INR 4,94,64,400					
		FY 2023-2024	INR 6,77,87,698					
		FY 2022-2023	INR 6,32,17,710					
4	Ms. Bindu Ananth (Independent Director)	FY 2026-2027	INR 7,50,000	-	-	NIL	-	-
		FY 2025-2026	INR 30,00,000					
		FY 2024-2025	INR 28,50,000					

		FY 2023-2024	INR 24,00,000					
		FY 2022-2023	INR 24,00,000					
5	Mr. Suresh Jayaraman (Independent Director)	FY 2026-2027	INR 7,50,000	-		NIL	-	-
		FY 2025-2026	INR 30,00,000					
		FY 2024-2025	INR 24,00,000					
		FY 2023-2024	24,00,000					
		FY 2022-2023	N.A.					
6	Ms. Deepa Bachu*	FY 2024-2025 (April to July)	INR 8,00,000	-	-	NIL	-	-
		FY 2023-2024	INR 22,00,000					
		FY 2022-2023 (December to March)	INR 8,00,000					
		FY 2021-2022	N.A.					
7	Mr. Ramakrishnan Subramanian	FY 2026-2027	INR 7,50,000	-	-	NIL	-	-
		FY 2025-2026	INR 30,00,000					
		FY 2024-2025	INR 24,00,000					
		FY 2023-2024	INR 24,00,000					
		FY 2022-2023	N.A.					
8.	Ms. P.H. Vijaya Deepti**	FY 2026-2027	INR 6,00,000	-	-	NIL	-	-

		FY 2025-2026	INR 24,00,000					
		FY 2024-2025	INR 13,46,666					
9.	^Mr. Deepak Nath Goswami	FY 2026-2027	INR 46,28,691	-	-	NIL	-	-
		FY 2025-2026	INR 29,20,484					

**Ms. Deepa Bachu resigned w.e.f. July 31, 2024*
*** Ms. P.H. Vijaya Deepti was appointment w.e.f. September 09, 2024*
^ Mr. Deepak Nath Goswami was appointed as Executive Director and CFO w.e.f February 04, 2026

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

Sr. No.	Name of the Director	Financial Year	Appointment of any relatives to an office or place of profit		
			in the Issuer	in the subsidiary	in the associate company
NIL					

(iii) Full particulars of the nature and extent of interest, if any, of every director:

(A) in the promotion of the Issuer company; or

Nil

(B) in any immoveable property acquired by the Issuer in the two years preceding the date of the issue document / this Key Information Document or any immoveable property proposed to be acquired by it; or

Nil

(C) where the interest of such a director consists in being a member of a firm or company, the nature and extent of his interest in the firm or company, with a statement of all sums paid or agreed to be paid to him or to the firm or company in cash or shares or otherwise by any person either to induce him to become, or to help him qualify as a director, or otherwise for services rendered by him or by the firm or company, in connection with the promotion or formation of the issuer company shall be disclosed

Nil

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

Nil

4.14 Any financial or other material interest of the directors, promoters, key managerial personnel or senior management in the offer and the effect of such interest in so far as it is different from the interests of other persons.

Nil

4.15 Following details regarding the auditors of the Company:

(a) Details of the auditor of the Company:

Name of the Auditor	Address	Date of appointment
M/s KKC & Associates LLP, CA *(formerly Khimji Kunverji & Co LLP)*	Sunshine Tower, Level 19, Senapati Bapat Marg, Prabhadevi, Mumbai 400013, India	Appointed as Statutory Auditors at the AGM held on 10/06/2024

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

Name of the Auditor	Address	Date of Appointment	Date of cessation, if applicable	Date of resignation, if applicable	Remarks
M/S ASA and Associated LLP	Lotus Corporate Park G-1801 CTS No.185/A Graham Firth Compound Western Express Highway Goregaon East Mumbai 400063	25/10/2021	31/03/2024	-	Change due to RBI Guidelines on statutory auditors appointment
M/s KKC & Associates LLP,	Sunshine Tower, Level 19, Senapati	10/06/2024	-	-	Change due to RBI Guidelines

(formerly Khimji Kunverji & Co LLP)	Bapat Marg, Elphinstone Road, Mumbai 400013, India				on statutory auditors appointment

4.16 Details of the following liabilities of the Company, as at the quarter ended, i.e., June 30, 2026:

(a) Details of Outstanding Secured Loan Facilities:

(Rs in Crore)

Name of Lender	Type of Facility	Amount Sanctioned (INR in Crore)	Principal Amount Outstanding (INR in Crore)	Repayment Date/ Schedule	Security	Credit Rating, if applicable	Asset Classification
Indian Bank	OD/FD	1.8	0	05-Jun-26	0	Unrated	Standard
RBL Bank Ltd	CC	13	0	29-Sep-26	1.2	Unrated	Standard
ICICI Bank	OD/FD	1.35	0	02-Mar-27	0	Unrated	Standard
United States International Development Finance Corporation	ECB	159.82	79.91001	15-Sep-27	1.1	Unrated	Standard
MultiConcept Fund Management S.A. acting in its own name for responsAbility Global Micro and SME Finance Fund	ECB	28.77	9.59	30-Sep-26	1.2	Unrated	Standard
responsAbility SICAV (Lux) acting for its sub-fund	ECB	28.77	9.59	30-Sep-26	1.2	Unrated	Standard

Name of Lender	Type of Facility	Amount Sanctioned (INR in Crore)	Principal Amount Outstanding (INR in Crore)	Repayment Date/ Schedule	Security	Credit Rating, if applicable	Asset Classification
responsAbility SICAV (Lux) Financial Inclusion Fund							
responsAbility SICAV (Lux) acting for its sub-fund responsAbility SICAV (Lux) Micro and SME Finance Leaders	ECB	24.66	8.22	30-Sep-26	1.2	Unrated	Standard
IDFC First Bank Limited	Term Loan	60	6.666666	30-Oct-26	1.2	Unrated	Standard
IDFC First Bank Limited	CC	2	0	07-Nov-26	1.2	Unrated	Standard
Poonawalla Fincorp Limited	Term Loan	30	5.774783	05-Dec-26	1.1	Unrated	Standard
DWM Income Funds S.C.A. SICAV SIF - The Trill Impact-DWM SDGs Credit Fund	FCB	31.9375	31.9375	04-Jan-27	1	Unrated	Standard
Poonawalla Fincorp Limited	Term Loan	25	9.375562	05-Jun-27	1.1	Unrated	Standard
Indian Overseas Bank	Term Loan	10	3.333335	30-Jun-27	1.11	Unrated	Standard
Vayu Trust June 2024	PTC	95.99041	66.43741	14-Apr-27	-	Unrated	Standard
Kisetsu Saison Finance (India) Pvt Ltd	Term Loan	35	4.375	15-Jul-26	1.1	Unrated	Standard
Enabling Qapital Luxembourg SA	ECB	50.376	50.376	07-Aug-28	1.1	Unrated	Standard

Name of Lender	Type of Facility	Amount Sanctioned (INR in Crore)	Principal Amount Outstanding (INR in Crore)	Repayment Date/ Schedule	Security	Credit Rating, if applicable	Asset Classification
Agni Trust September 2024	PTC	104.2709	76.88778	14-Jul-27	-	Unrated	Standard
MAS Financial Services Limited	Term Loan	5	0.833334	05-Nov-26	1.1	Unrated	Standard
MAS Financial Services Limited	Term Loan	5	0.833334	05-Nov-26	1.1	Unrated	Standard
MAS Financial Services Limited	Term Loan	5	0.833334	05-Nov-26	1.1	Unrated	Standard
MAS Financial Services Limited	Term Loan	5	0.833334	05-Nov-26	1.1	Unrated	Standard
NABH TRUST DECEMBER 2024	PTC	84.00006	62.91205	14-Dec-27	0	Unrated	Standard
Maanaveeya Development and Finance	Term Loan	45	12.858	30-Dec-26	1.1	Unrated	Standard
SAGITTARIUS TRUST FEBRUARY 2025	PTC	49.51037	0.612457	16-Aug-26	-	Unrated	Standard
AK Capital Finance Limited	Term Loan	25	9	12-Mar-27	1.1	Unrated	Standard
Kisetsu Saison Finance (India) Pvt Ltd	Term Loan	35	13.125	15-Mar-27	1.1	Unrated	Standard
MAS Financial Services Limited	Term Loan	5	1.875001	05-Apr-27	1.1	Unrated	Standard
MAS Financial Services Limited	Term Loan	5	1.875001	05-Apr-27	1.1	Unrated	Standard
MAS Financial Services Limited	Term Loan	5	1.875001	05-Apr-27	1.1	Unrated	Standard

Name of Lender	Type of Facility	Amount Sanctioned (INR in Crore)	Principal Amount Outstanding (INR in Crore)	Repayment Date/ Schedule	Security	Credit Rating, if applicable	Asset Classification
MAS Financial Services Limited	Term Loan	5	1.875001	05-Apr-27	1.1	Unrated	Standard
Northern Arc Capital Limited	Term Loan	35	17.5	31-Mar-27	1.2	Unrated	Standard
SCORPIO TRUST APRIL 2025	PTC	48.08807	12.69327	14-Jun-27	0	Unrated	Standard
Indian Overseas Bank	Term Loan	10	6.38889	27-May-28	1.11	Unrated	Standard
MAS Financial Services Limited	Term Loan	5	2.5	05-Jul-27	1.1	Unrated	Standard
MAS Financial Services Limited	Term Loan	5	2.5	05-Jul-27	1.1	Unrated	Standard
MAS Financial Services Limited	Term Loan	5	2.5	05-Jul-27	1.1	Unrated	Standard
MAS Financial Services Limited	Term Loan	5	2.5	05-Jul-27	1.1	Unrated	Standard
IDFC First Bank Limited	Term Loan	25	14.58333	28-Aug-27	1.2	Unrated	Standard
Suryoday Small Finance Bank Limited	Term Loan	25	9.998363	05-Dec-26	1.1	Unrated	Standard
Saturn 2025	PTC	42.97906	20.43088	23-Mar-27	-	Unrated	Standard
Vivriti Capital Limited	Term Loan	10	6.666666	05-Jul-27	1.1	Unrated	Standard
Vivriti Capital Limited	Term Loan	10	6.666666	05-Jul-27	1.1	Unrated	Standard
Vivriti Capital Limited	Term Loan	10	6.666666	05-Jul-27	1.1	Unrated	Standard
Vivriti Capital Limited	Term Loan	10	6.666666	05-Jul-27	1.1	Unrated	Standard
Northern Arc Capital Limited	Term Loan	40	30.61455	24-Feb-27	1.2	Unrated	Standard
Chanakya 5 Trust Dec 2025	PTC	34.37983	25.16472	14-Aug-27	0	Unrated	Standard

Name of Lender	Type of Facility	Amount Sanctioned (INR in Crore)	Principal Amount Outstanding (INR in Crore)	Repayment Date/ Schedule	Security	Credit Rating, if applicable	Asset Classification
Shriram Finance Limited	Term Loan	15	12.73011	05-Sep-27	1.1	Unrated	Standard
Nebula Trust February 2026	PTC	33.83742	22.81241	20-Jan-28	0	Unrated	Standard
RBL Bank Ltd	WCDL	13	13	02-Sep-26	1.2	Unrated	Standard
Neptune Trust March 2026	PTC	44.56726	32.80134	10-Jul-28	0	Unrated	Standard
Pingala 03 2026	PTC	34.89328	28.42438	19-Sep-27	0	Unrated	Standard
Avni Trust March 2026	PTC	57.01336	41.74636	14-Jun-27	0	Unrated	Standard
Avni Trust March 2026	PTC	5.25123	5.25123	14-Jun-27	0	Unrated	Standard
IDFC First Bank Limited	Term Loan	10	8.75	30-Mar-28	1.2	Unrated	Standard
Maanaveeya Development and Finance	Term Loan	20	16.6667	30-Sep-27	1.1	Unrated	Standard
Neptune Trust - 2 April 2026	PTC	18.93303	17.68776	10-Oct-27	0	Unrated	Standard
RBL Bank Ltd	WCDL	38	38	05-Oct-26	1.2	Unrated	Standard
RBL Bank Ltd	WCDL	6.5	6.5	17-Nov-26	1.2	Unrated	Standard
OXYZO Financial Services Limited	Term Loan	20	18.66667	27-Aug-27	1.1	Unrated	Standard
Blacksoil Capital Private Limited	Term Loan	10	8.333333	30-Apr-27	1.1	Unrated	Standard
Orion Trust May 2026	PTC	26.76163	24.86139	14-Jan-28	0	A (SO)	Standard
Blacksoil Capital Private Limited	Term Loan	10	9.166667	31-May-27	1.1	BBB	Standard
RBL Bank Ltd	WCDL	14.5	14.5	07-Dec-26	1.2	BBB	Standard

(b) Details of Outstanding Unsecured Loan Facilities, as on the quarter ended, i.e., June 30, 2026:

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

(c) Details of Outstanding Non-Convertible Securities in the following format, as on the quarter ended, i.e., June 30, 2026:

Series of NCS	ISIN	Tenor / Period of Maturity (In Months)	Coupon	Amount outstanding (INR in Crore)	Date of Allotment	Redemption Date / Schedule	Credit Rating	Secured / Unsecured	Security
	INE814O07444	36	12.75%	20.20	19-07-2023	20-07-2026	Unrated	Secured	Receivables - 100%
	INE814O07360	48	12.90%	20.00	19-07-2022	19-07-2026	BBB	Secured	Receivables - 100%
	INE814O07543	36	11.70%	100.00	21-08-2024	21-08-2027	BBB	Secured	Receivables - 110%
	INE814O07550	24	11.70%	42.00	29-11-2024	29-11-2026	BBB	Secured	Receivables - 110%
	INE814O07535	60	12.15%	93.76	27-06-2024	27-06-2029	BBB	Secured	Receivables - 100%
	INE814O07584	36	12.00%	46.30	19-12-2025	19-12-2028	BBB	Secured	Receivables - 100%
	INE814O07568	13	11.50%	60.00	06-06-2025	06-07-2026	BBB	Secured	Receivables - 110%
	INE814O07576	17	11.75%	26.25	30-09-2025	13-03-2027	BBB	Secured	Receivables - 110%
	INE814O07592	13	12.00%	19.23	30-03-2026	30-04-2027	BBB	Secured	Receivables - 115%
	INE814O07618	18	12.15%	30.00	18-06-2026	18-12-2027	BBB	Secured	Receivables - 110%
	INE814O07600	18	12.00%	30.00	09-06-2026	09-12-2027	BBB	Secured	Receivables - 110%
	INE814O07626	15	12.15%	45.00	30-06-2026	23-09-2027	BBB	Secured	Receivables - 110%

(d) Details of commercial paper issuances as at the quarter ended, i.e., June 30, 2026 in the following format: -

Series Of NCS	ISIN	Tenor / Period Of Maturity	Coupon	Amount outstanding	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
Northern Arc Capital Limited	INE814O14176	92 DAYS	25	39.13	29-Jun-26	07-Sep-26	ICRA A3+	Unsecured	NA	NA

4.17 List of top 10 holders of non-convertible securities in terms of value (in cumulative basis) as on the quarter ended, i.e., June 30, 2026:-

Sr. No	Name of Holder	Category of Holder	Face Value of Holding	Holding as a % of total outstanding non-convertible securities of the Issuer
1	UTI INTERNATIONAL WEALTH CREATOR 4	Eligible Investor	1,00,000	26.65%
2	MASALA INVESTMENTS S.A.R.L.	Eligible Investor	1,00,000	8.80%
3	AAV S.A.R.L	Eligible Investor	1,00,000	8.80%
4	TRIODOS CUSTODY B.V. ACTING IN ITS CAPACITY AS A C	Eligible Investor	1,00,000	8.69%

5	VIVRITI FIXED INCOME FUND - SERIES 3 IFSC LLP-VRR	Eligible Investor	1,00,000	8.45%
6	VIVRITI EMERGING CORPORATE BOND FUND	Eligible Investor	1,00,000	6.76%
7	HARI AND COMPANY INVESTMENTS MADRAS PRIVATE LIMITE	Eligible Investor	1,00,000	5.63%
8	OXYZO FINANCIAL SERVICES PRIVATE LIMITED .	Eligible Investor	1,00,000	5.25%
9	VIVRITI SHORT TERM DEBT FUND	Eligible Investor	75,000	4.93%
10	NORTHERN ARC CAPITAL LIMITED	Eligible Investor	1,00,000	4.67%

4.18 List of top 10 holders of Commercial Paper in terms of value (on cumulative basis) as on the quarter ended, i.e., June 30, 2026:

Name of Lender	Type of Facility	Amount Sanctioned (INR in Crore)	Principal Amount Outstanding (INR in Crore)	Repayment Date/ Schedule	Security	Credit Rating, if applicable	Asset Classification
Northern Arc Capital Limited	Commercial Paper	40	39.13	07-Sep-26	Unsecured	ICRA A3+	Standard

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

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
DWM income Funds SCA SICAV SIF -The Trill impact-DWM SDGs Credit Fund	Foreign Currency Bond (FCB)	Euro 35,00,000	Euro 35,00,000	4th January 2027	Unrated	Secured	Secured by a charge being an exclusive first ranking and continuing Asset Cover to be maintained at 1 (One)

							time of the outstanding principal amount of the Bonds

The amount of corporate guarantee or letter of comfort issued by the Issuer along with the 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 borrowing taken / debt securities issued for consideration other than cash). This information shall be disclosed whether such borrowing / debt securities have been taken / issued: (i) in whole or part, (ii) at a premium or discount, or (iii) in pursuance of an option or not - Nil

4.20 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 under Annexure III of the General Information Document.

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

Nil

(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 from time to time;**

Aggregate exposure to Top 20 borrowers with respect to the concentration of advances stand to INR 14.84 Crores, exposures stand to INR 14.95 Crores as on March 31, 2026.

.

(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 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 31st March 2026 (INR) (in Crore)**	**%**
Secured Borrowings	1,646.59	97.06%
Unsecured Borrowings	49.95	2.94%
Total	1,696.54	100%

C. **Details of change in shareholding**

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

N.A.

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

Geographical location wise

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

F. Details of Gross NPA

Segment wise:

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

G. Details of Assets and Liabilities

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

Given that the Issuer is not a housing finance company, this is not applicable.

I. Disclosure of latest ALM statements to stock exchange

The same shall be specified in the relevant Key Information Document issued / to be issued for each Issue by the Company.

J. Classification of loans according to (as on March 31, 2026)

(a) Type of Loans:

Details of types of loans:

Sl. No.	Types of loans	Rs. crore
1	Secured against Mortgage	67.10
2	Secured against hypothecation of current assets.	498.27
3	Unsecured	1,553.14
4	Off Balance sheet	-
5	Unsecured	-
	Total assets under management (AUM)^^	2,118.52

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;

(b) Denomination of loans outstanding by loan-to-value:

Details of LTV (Secured against Mortgage)

Sl. No.	LTV (at the time of origination)	Percentage of AUM
1	Upto 40%	4.05%
2	40-50%	3.81%
3	50-60%	3.32%
4	60-70%	7.83%
5	70-80%	17.74%
6	80-90%	20.23%
7	>90%	43.03%
5.20	**Total**	100%

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

(c) Sector Exposure

Details of sectoral exposure

Sl. No.	Segment-wise break-up of AUM	Percentage of AUM
1	**Retail**	
A	Mortgages (home loans and loans against property)	3.17%
B	Gold loans	-
C	Vehicle finance	-
D	MFI	-
E	MSME	96.69%
F	Capital market funding (loans against shares, margin funding)	-
G	Others	0.14%
2	**Wholesale**	-
A	Infrastructure	-
B	Real estate (including builder loans)	-
C	Promoter funding	-
D	Any other sector (as applicable)	-
E	Others	-
	Total	100%

(d) 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 Rs. 2 lakh	0.01%
2	Rs. 2-5 lakh	0.17%
3	Rs. 5 - 10 lakh	8.49%
4	Rs. 10 - 25 lakh	45.67%
5	Rs. 25 - 50 lakh	31.96%
6	Rs. 50 lakh - 1 crore	13.66%
7	Rs. 1 - 5 crore	0.05%
8	Rs. 5 - 25 crore	-
9	Rs. 25 - 100 crore	-
10	>Rs. 100 crore	-
	Total	100.00%

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

(e) Geographical classification of borrowers:

Top 5 states borrower wise

Sl. No.	Top 5 states	Percentage of AUM
1	**Maharashtra**	26.19%
2	**Karnataka**	16.70%
3	**Delhi**	15.37%
4	**Telangana**	10.92%
5	**Tamil Nadu**	8.47%
	Total	**78.15%**

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

(a) Movement of Gross NPA

Movement of gross NPA*	**Rs. crore**
Opening gross NPA	178.83
- Additions during the year	356.78
- Reductions during the year	(416.61)
Closing balance of gross NPA	118.99

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

(b) Movement of provisions for NPA

Movement of provisions for NPA	**Rs. Crore**
Opening balance	104.48
- Provisions made during the year	217.06
- Write-off/ Write-back of excess Provisions	(247.21)
Closing balance	73.92

(c) Segment wise gross NPA

Sl. No.	Segment-wise gross NPA	Gross NPA (%)
1	**Retail**	
A	Mortgages (home loans and loans against property)	4.27%
B	Gold loans	-
C	Vehicle finance	-
D	MFI	-
E	MSME	95.73%
F	Capital market funding (loans against shares, margin funding)	-
G	Others	-
2	**Wholesale**	-
A	Infrastructure	-

	B	Real estate (including builder loans)	-
	C	Promoter funding	-
	D	Any other sector (as applicable)	-
	E	Others	-
	5.21	**Total**	100%

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

Residual maturity profile of assets and liabilities

Category	**Up to 3–/31 days**	**>1 month - – months**	**>2 months - – months**	**>3 month – - 6 months**	**>6 months - 1 year**	**>1 year - 3 years**	**>3 years - 5 years**	**> 5 years**	**Total**
Deposit	-	-	-	-	-	-	-	-	
Advances	*134.91*	*106.01*	*102.58*	*305.65*	*530.77*	*735.78*	*132.04*	*25.04*	*2,072.77*
Investments (FD s)	*11.07*	*0.03*	*0.02*	*6.75*	*16.34*	*37.01*	*-*	*-*	*71.21*
Borrowings	*132.81*	*46.30*	*132.97*	*311.69*	*561.01*	*465.97*	*0.01*	*45.79*	*1,696.54*
FCA*	-	-	-	-	-	-	-	-	
FCL*	-	-	-	-	-	-	-	-	

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

4.21 Details of all default/s and/or delay in payments of interest and principal of any kind of term loans, debt securities and other financial indebtedness including corporate guarantee or letters of comfort issued by the Issuer, in the past 3 years including the current financial year:

NIL

4.22 The audited financial statements (i.e. Profit & Loss statement, Balance Sheet and Cash Flow statement) both on a standalone and consolidated basis for a period of three completed years which shall not be more than six months old from the date of the draft offer document or offer document or issue opening date, as applicable. Such financial statements shall be audited and certified by the statutory auditor(s) who holds a valid certificate issued by the Peer Review Board of the Institute of Chartered Accountants of India ("ICAI").

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

Please refer to Annexure VII of this Key Information Document. for the audited financial statements of the Company as on March 31, 2026, March 31, 2025, and March 31, 2024, along with the auditor's report along with the requisite schedules, footnotes, summary etc.

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

As on date, there is no 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 debt securities / commercial paper. At the time of Issue of any non-convertible debt securities / Debentures / Commercial Papers, in the event there is any such event, the same shall be specified in the relevant Key Information Document issued / to be issued for each Issue by the Company.

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

Nil

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

Nil

4.26 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 non-convertible debt securities including Debentures and / or Commercial Papers.

Nil

4.27 Details of acts of material frauds committed against the Issuer in the preceding three financial years and current financial year, if any, and if so, the action taken by the Issuer.

NIL

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

Nil

4.29 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.

Kindly refer to Annexure VIII **(*Related Party Transactions)*** of this Key Information Document.

4.30 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.

The Issuer hereby confirms that this Key Information Document does not include a statement purporting to be made by an expert, which does not fulfil the conditions set out above.

4.31 In case the issuer is a Non-Banking Finance Company (NBFC) and the objects of the Issue entail loan to any entity who is a 'group company', then disclosures shall be made in the following format:

S No.	Name of the Borrower (A)	Amount of Advances /exposures to such borrower (Group) (Rs. Crore) (B)	Percentage of Exposure (C)= B/Total Assets Under Management
N.A.	N.A.	N.A.	N.A.

Given that the object of the Issue does not / would not entail granting / providing loan to any entity which is a group company, the aforesaid is not applicable.

4.32 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 paragraph (J) of the table including sub-paragraph (c) of Section 4.21 of this Key Information Document.

(b) **Quantum and percentage of secured vis-à-vis unsecured borrowings granted by NBFCs:**

Kindly refer to sub-paragraph (c) of paragraph (B) of the table set out in Section 4.21 of this Key Information Document.

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

Kindly refer to paragraph (C) of the table set out in Section 4.21 of this Key Information Document.

4.33 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.

The relevant consents have been procured to the extent applicable in respect of the relevant Key Information Document issued / to be issued by the Company for each Issue of non-convertible debt securities including Debentures / Commercial Papers.

4.34 Name(s) of the stock exchange(s) where the non-convertible securities including Debentures and / or Commercial Papers are proposed to be listed and the details of their in-principle approval for listing obtained from these stock exchange(s). The issuer shall specify the stock exchange where the recovery expense fund is being or has been created, as specified by the Board:

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

The Issuer has obtained the in-principle approval for the listing of the non-convertible securities including Debentures from BSE and the details of the same has been provided in this Key Information Document under Annexure V hereto. The Issuer shall create the recovery expense fund as per the applicable SEBI regulations with BSE.

4.35 If non-convertible securities including Debentures and / or Commercial Papers are proposed to be listed on more than one stock exchange(s) then the issuer shall specify the designated stock exchange for the issue.

Not applicable as the non-convertible securities are being listed only on one stock exchange as more specifically mentioned in the Key Information Document.

4.36 Other details:

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

As per Section 71 of the Companies Act, any company that intends to issue debentures must create a DRR to which adequate amounts shall be credited out of the profits of the company until the redemption of the debentures. However, under the Companies (Issuance of Share Capital and Debentures) Rules, 2014, non-banking financial companies are exempt from this requirement in respect of privately placed debentures. Pursuant to this exemption, the Company does not intend to create any reserve funds for the redemption of the Debentures, unless required by any amendments in the Applicable Laws. In case of such an event, the Company shall do all such acts and deeds as may be required to in respect of creation of DRR. In addition to the above, to the extent required by Applicable Law, the Company shall, in any Financial Year, in respect of any amounts of the non-convertible securities maturing in such Financial Year, invest or deposit amounts up to such thresholds as may be prescribed by Applicable Law and in such form and manner as prescribed therein and within the time periods prescribed therein.

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

Each Issue of non-convertible debt securities including Debentures / Commercial Papers shall be in conformity with the applicable provisions of the Companies Act including the relevant notified rules thereunder, the SEBI Debt Listing Regulations, the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 ("**Listing Regulations**") and the applicable RBI guidelines.

(c) **Default in payment**: Please refer to Section 2.1 (*Issue Details*) of this Key Information Document.

(d) **Delay in listing**: Please refer to Section 2.1 (*Issue Details*) of this Key Information Document.

(e) **Delay in allotment of securities**: Please refer to Section 2.1 (*Issue Details*) of this Key Information Document.

(f) **Issue details**: Please refer to Section 2.1 (*Issue Details*) of this Key Information Document.

(g) **Application process:**

The application process for the Issue is as provided in the relevant Key Information Document issued / to be issued for each Issue by the Company.

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

The disclosures under Form No. PAS-4 of Companies (Prospectus and Allotment of Securities), Rules, 2014 have been set out in Section 7 of this Key Information Document.

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

Not applicable

4.37 **A statement containing particulars of the dates of, and parties to all material contracts, agreements:**

The contracts and documents referred to hereunder are 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.

S. No.	Nature of Contract
1	Certified true copy of the Memorandum & Articles of Association of the Issuer.
2	The relevant board resolution authorizing the issue of non-convertible debt securities including Debentures / Commercial Papers.
3	The resource and mobilisation committee of the Board dated September 16, 2026

4	The relevant shareholder resolution authorizing the issue of non-convertible debt securities including non-convertible debentures / commercial papers by the Company.
5	Copies of Annual Reports of the Company for the last three financial years.
6	Credit rating letter from the Rating Agency.
7	Letter from Debenture Trustee giving its consent to act as Debenture Trustee.
8	Letter for Registrar and Transfer Agent.
9	Certified true copy of the certificate of incorporation of the Company.
10	Certified true copy of the tripartite agreement between the Company, the Registrar & Transfer Agent and the NSDL and CDSL.
11	Copy of application made to BSE for grant of in-principle approval for listing of the non-convertible debt securities including Debentures / Commercial Papers.

4.38 Details of Debt Securities Sought to be Issued

Issue of rated, listed, unsubordinated, secured , redeemable, non-convertible debentures, at par, on a private placement basis each having a face value of INR 1,00,000 (Indian Rupees One Lakh) with the aggregate issue size of INR 40,00,00,000 (Indian Rupees Forty Crore).

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

(a) If the proceeds, or any part of the proceeds, of the issue of the debt securities/non-convertible redeemable preference shares are or is to be applied directly or indirectly (i) in the purchase of any business; or (ii) in the purchase of an interest in any business and by reason of that purchase, or anything to be done in consequence thereof, or in connection therewith, the company shall become entitled to an interest in either the capital or profits and losses or both, in such business exceeding fifty per cent. thereof, a report made by a chartered accountant (who shall be named in the issue document) upon: (A) the profits or losses of the business for each of the three financial years immediately preceding the date of the issue of the issue document; and (B) the assets and liabilities of the business as on the latest date to which the accounts of the business were made up, being a date not more than one hundred and twenty days before the date of the issue of the issue document:

Not applicable

(j) 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:

Not applicable.

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

(l) 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 Section 2.7 (*Events of Default*) of the Key Information Document and Annexure **III** of the General Information Document.

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

NIL

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

(i) Note 42 to financial statement for the Financial Year 2025-2026
(ii) Note 42 to financial statement for the Financial Year 2024-2025
(iii) Note 41 to financial statement for the Financial Year 2023-2024

(o) 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.

There are no reservations or qualifications or adverse remarks of auditors in the three financial years immediately preceding the year of issue of document.

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

Nil

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

Nil

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

SECTION 5: MATERIAL CHANGES, IF ANY, IN THE INFORMATION PROVIDED IN THE GENERAL INFORMATION DOCUMENT, AND OTHER DISCLOSURES UNDER SCHEDULE I OF SECURITIES EXCHANGE BOARD OF INDIA (ISSUE AND LISTING OF NON-CONVERTIBLE SECURITIES) REGULATIONS, 2021

This Key Information Document is prepared in accordance with the provisions of regulations issued by SEBI, RBI and Companies Act. Other than to the limited extent set out hereunder, please refer to Section 4 of this Key Information Document for other disclosures under the Schedule I of the Securities Exchange Board of India (Issue and Listing of Non-Convertible Securities) Regulations, 2021 issued vide circular number SEBI/LAD-NRO/GN/2021/39 dated August 09, 2021, as amended from time to time.

5.1 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.

Use of proceeds: The proceeds of the issuance of Debentures will be utilized by the Issuer for onward lending only and will be in compliance with the NCDs End Use Criteria.

The funds raised by the Issue shall be utilized by the Company solely towards the Purpose.

The Company shall not use the proceeds of the Issue towards:

(a) capital markets (including equity, debt, debt linked and equity linked instruments or any other capital market land activities);
(b) any speculative purposes;
(c) land acquisition or usages that are restricted for bank financing;
(d) any activity in the Exclusion List, or investment in the real estate sector; and
(e) Related Party transactions.

Until the utilisation period is complete, the proceeds of the Issue can be temporarily invested in FDs/Debt Mutual Funds.

Break-up of the cost of the project for which the money is being raised: NA
Means of financing for the project: NA
Proposed deployment status of the proceeds at each stage of the project: NA

5.2 Expenses of the Issue:

Expenses*	Fees Amount (in Rs.)	Fees as a percentage of total issue expenses (%)	Fees as a percentage of total issue size (%)
Lead manager(s) fees	-	-	-
Underwriting commission	-	-	-
Brokerage, selling commission and upload fees	-	-	-

Fees payable to the registrars to the issue	12,390	0.75	0.003
Advertising and marketing expenses	-	-	-
Fees payable to the regulators including stock exchanges	1,65,235	10.02	0.05
Expenses incurred on printing and distribution of issue stationary	-	-	-
Any other fees, commission or payments under whatever nomenclature	14,71,000	89.23	0.37

Note: all costs disclosed hereinabove are inclusive of taxes
*Above expenses are based on best estimate basis.

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

NIL

5.4 Any financial or other material interest of the directors, promoters, key managerial personnel or senior management in the offer and the effect of such interest in so far as it is different from the interests of other persons.

The directors, promoters or key managerial personnel do not have any financial or other material interest in the offer/issue of Debentures.

5.5 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.

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

(i) Consent of Directors: The board of directors have vide their resolution dated May 07, 2026, read with the resolution passed by the Resource and Mobilization Committee of the Board of Directors dated September 16, 2026 provided their consent in relation to the Issue.
(ii) Consent of Auditors: The Company has received formal consent from the statutory auditors to disclose their name in this Key Information Document. This consent was granted by the auditor on November 19, 2024 and stands valid.
(iii) Consent of Bankers: N.A.
(iv) Consent of Solicitors / Advocates / Legal Advisors: N.A.
(v) Consent of Lead Managers: N.A.

(vi) Consent of Registrar: Consent letter dated September 21, 2026 has been obtained from KFin Technologies Private Limited
(vii) Consent of Lenders: N.A.
(viii) Consent of Experts: N.A.

5.7 The names of the debentures trustee(s), a statement to the effect that the debenture trustee has consented to its appointment along with a copy of the agreement executed by the debenture trustee with the issuer in accordance with regulation 13 of the Securities and Exchange Board of India (Debenture Trustees) Regulations, 1993 made accessible through a web-link or a static quick response code displayed in the issue document: Provided that in case the issuer files a general information document or shelf prospectus, the issuer may disclose a copy of the letter obtained from the debenture trustee consenting to its appointment instead of the agreement.

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

The Debenture Trustee of the proposed Debentures is Catalyst Trusteeship Limited. Catalyst Trusteeship Limited has given its written consent for its appointment as debenture trustee to the Issue and inclusion of its name in the form and context in which it appears in this Key Information Document. The consent letter from the Debenture Trustee and the copy of the Debenture Trustee Agreement is provided in Annexure IV of this Key Information Document.

5.8 Rating and Rating Rationale:

The Rating Agency has assigned a rating of 'ICRA BBB; Outlook: Negative' *vide* the rating rationale and the rating letter which has been attached in Annexure III**.**

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

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

N.A.

5.10 Consent Letter from the Debenture Trustee

The consent letter from the Debenture Trustee is provided in Annexure IV of this Key Information Document.

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

A. The day count convention for dates on which the payments in relation to the non-convertible securities which need to be made, should be disclosed:

Please refer to Annexure II hereto.

B. Procedure and time schedule for allotment and issue of securities should be disclosed:

Please refer to S.no 4 of paragraph II (*Disclosures as per SEBI Debt Listing Regulations*) of Part A of this Key Information Document.

C. Cash flows emanating from the non-convertible securities shall be mentioned in the offer document, by way of an illustration:

Please refer to Annexure II hereto.

5.12 Names of all the recognized stock exchanges where the debt securities are proposed to be listed clearly indicating the designated stock exchange and the details of their in-principle approval for listing obtained from these stock exchange(s).:

The Debentures are proposed to be listed on the WDM segment of BSE. The Issuer has obtained an "in-principle" approval from BSE annexed to Annexure V of this Key Information Document.

5.13 Other details:

(a) **Issue / instrument specific regulations:**

The present issue of Debentures is being made in conformity with the applicable provisions of the Companies Act, 2013, and the SEBI Debt Listing Regulations.

(b) **Default in Payments**

The specifics of default / penal interest in case of default in payment of Interest or Redemption Installments in respect of the Debentures is as provided in Section 2.1 of this Key Information Document.

(c) **Application process:**

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

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

Not Applicable

(e) **Delay in listing**

Please refer the section named "*Listing (name of stock exchange(s) where it will be listed and timeline for listing*)" of Section 2.1 (*Issue Details*) of this Key Information Document.

(f) **Disclosure prescribed under the Private Placement Offer Cum Application Letter of Companies (Prospectus and Allotment of Securities) Rules, 2014 but not contained in this schedule, if any**:

The disclosures pertaining to Private Placement Offer Cum Application Letter for the Issue is as provided in Section 7 of this Key Information Document.

5.14 Undertaking by the Issuer: Please refer to Section 9 (*Undertaking*) and Section 10 (*Declaration*) of this Key Information Document.

5.15 Risk Factors: Please refer to Section 11 (*Specific Risk Factors*) of this Key Information Document along with Section 3 of the General Information Document.

5.16 Attestation by persons authorized by the Issuer: Please refer to Section 10 (*Declaration*) of this Key Information Document.

5.17 A statement containing particulars of the dates of, and parties to all material contracts, agreements:

The contracts and documents referred to hereunder are 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.

S. No.	Nature of Contract
1	Certified true copy of the Memorandum & Articles of Association of the Issuer.
2	The relevant board resolution authorizing the issue of Debentures.
3	The relevant shareholder resolution authorizing the issue of non-convertible debentures by the Company.
4	The resource and mobilisation committee of the Board dated September 16, 2026.
5	Copies of Annual Reports of the Company for the last three financial years.
6	Credit rating letter from the Rating Agency.
7	Letter from Debenture Trustee giving its consent to act as Debenture Trustee.
8	Letter for Registrar and Transfer Agent.
9	Certified true copy of the certificate of incorporation of the Company.
10	Certified true copy of the tripartite agreement between the Company, the Registrar & Transfer Agent and the NSDL and CDSL.
11	Copy of application made to BSE for grant of in-principle approval for listing of Debentures.

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

SECTION 6: ANY MATERIAL DEVELOPMENTS NOT DISCLOSED IN THE GENERAL INFORMATION DOCUMENT, SINCE THE ISSUE OF THE GENERAL INFORMATION DOCUMENT RELEVANT TO THE OFFER OF NON-CONVERTIBLE SECURITIES IN RESPECT OF WHICH THIS KEY INFORMATION DOCUMENT IS BEING ISSUED

NIL

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

SECTION 7: PRIVATE PLACEMENT OFFER CUM APPLICATION LETTER
PART – A

FORM NO PAS-4 PRIVATE PLACEMENT OFFER CUM APPLICATION LETTER

[Pursuant to Section 42 and Rule 14 of the Companies (Prospectus and Allotment of Securities) Rules, 2014]

7.1 General Information:

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

Issuer / Company:	NeoGrowth Credit Private Limited
Registered Office:	Times Square, Tower E, 9th Floor, Andheri Kurla Road, Marol, Andheri East, Mumbai, Maharashtra - 400059, India
Corporate Office:	Times Square, Tower E, 9th Floor, Andheri Kurla Road, Marol, Andheri East, Mumbai, Maharashtra - 400059, India
Telephone No.:	022-4921 9999
Website:	https://www.neogrowth.in/
Fax:	-
Contact Person:	Deepak Nath Goswami
Email:	secretarial@neogrowth.in

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

May 17, 1993

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

NeoGrowth is a leading middle layer non-banking financial company (NBFC-ML) registered with Reserve Bank of India ("**RBI**") under the Reserve Bank of India Act, 1934, bearing registration number B-13.02077 dated September 12, 2014.

NeoGrowth is a new-age lender, with a focus on Micro, Small, and Medium Enterprises (MSMEs). It is a Middle Layer Non- Banking Financial Company (NBFC-ML), offering a wide range of products tailored to the dynamic needs of small businesses. Its data science and technology-led approach enable it to offer quick and hassle-free loans to MSMEs across 75+ segments across 25+ locations in India. NeoGrowth offers a unique daily repayment option to its customers with multi-channel repayment modes. It has served and engaged with 1,50,000+ businesses and supported them with their growth ambitions. It not only helps small businesses grow but also drives financial inclusion making a positive social impact.

Founded by industry veterans, its Board of Directors comprises experts, who guide the leadership team toward its strategic goals. NeoGrowth was founded by Dhruv Khaitan and Piyush Khaitan a decade ago and is backed by renowned investors, namely Omidyar Network,

Lightrock, Khosla Impact, Accion Frontier Inclusion Fund – Quona Capital, 360 One Asset, FMO, and Leapfrog Investments.

Small businesses and MSMEs play a pivotal role in the Indian economy, driving national development and spurring innovation. Despite their critical importance, these enterprises often encounter significant challenges in accessing finance, primarily due to limited credit histories, complex application processes, and the lack of collateral.

At NeoGrowth, we address these challenges by providing tailored financial solutions that support MSMEs at every stage of their growth. Our product suite, including Retail Finance, Supply Chain Finance, and Plus Loans, is meticulously designed to meet their diverse funding needs. To stay ahead of the curve, we emphasise continuous product innovation, enhancing our existing products and developing new offerings that cater to the evolving needs of our valued customers. This process includes leveraging technology, analysing market trends, and engaging with customers to understand their needs and create unique value propositions. Our strong commitment to innovation not only enriches our product portfolio but also positions us among the leaders in providing innovative financial solutions.

NeoGrowth's digital ecosystem is designed for agility and scalability, supporting seamless product lifecycle management and operational efficiency. By integrating with Digital Public Infrastructure for e-KYC and e-sign, and extensively leveraging digital payments data, we ensure robust and streamlined processes. Our tech stack features advanced Loan Origination System (LOS) architecture, AWS cloud servers, and proprietary algorithms, ensuring operations that are assetlight, cost-efficient, and highly responsive. Our infrastructure is capable of managing diverse data volumes, handling complex use cases across various loan applications, and seamlessly integrating with all operational functions. This scalability and agility position us to accommodate future growth and swiftly adapt to evolving market demands, ensuring we remain at the forefront of financial innovation.

NeoGrowth's operational efficiency is anchored in optimised processes, advanced data analytics, significant increase in productivity and reduction in costs. By streamlining operations and leveraging technology, NeoGrowth achieves superior performance, resulting in an efficient operating structure and higher net revenue.

Details of branches with address as on date of this Key Information Document:

As of the date of the Key Information Document/this PPOA, the Company has 48 branches across 15 states.

Sr No.	State	Branch	Address
1	Gujarat	Ahmedabad	305-306, RainDrops Building, Opp. Yes Bank, C. G. Road, Ahmedabad - 380006
2	Rajasthan	Ajmer	Plot No. 5, LIC Colony, 3rd Floor, Anasagar Circular Road, Vaishali Nagar, Ajmer – 305004, Rajasthan

3	Maharashtra	Aurangabad	1st Floor, Kandi Tower, Central Wing, Jalna Road, Above Equitas Bank, Near Mondha Flyover, Chhatrapati Sambhaji Nagar – 431001
4	Karnataka	Bangalore	NeoGrowth Credit Pvt ltd "LANGFORD AVENUE" bearing No.14, Langford Garden, Near Richmond Road Flyover Bangalore – 560 025,
5	Gujarat	Baroda	1-2 units, Shop no. 122 & 123, 1st Floor, Darshanam Galleria, Sun Pharma Road, Baroda - 390020
6	Karnataka	Belgaum	2nd Floor, Bharati Sankul, Club Rd, beside Harsha Electronics, , Belgaum – 590001
7	Madhya Pradesh	Bhopal	Ambika Arcade, 4th floor Z-19, Opposite Chittod Complex, Zone -1, Maharana Pratap Nagar, Bhopal - 462011, Madhya Pradesh.
8	Odisha	Bhubaneswar	NeoGrowth Credit Pvt Ltd. 5C, 5th Floor, Metro House, Plot No-A/410, Vani Vihar Square, Saheed Nagar, Bhubaneswar – 751007.
9	Maharashtra	Borivali	NeoGrowth Credit Pvt. Ltd. Block no. 16 B – 1 Laxmi Nivas CHS Ltd., Pai Nagar, Mandpeshwar Road, Near Gokul Hotel, Behind Ganjawala Apartment, S V P Road, Borivali West, Mumbai - 400092
10	UT	Chandigarh	2nd Floor, Office No.7, S.C.O.55-56-57, Sec-8C, Chandigarh-160008
11	Tamil Nadu	Chennai	3rd Floor, South Wing, Karumuthu Centre Old door no. 498 & New door 634, Anna Salai, Teynampet Village, Chennai-600035,
12	Tamil Nadu	Coimbatore	NeoGrowth Credit Pvt. Ltd. Office No. 1940/2, 2nd Floor, Trichy Main Road, Ramanathapuram, Coimbatore 641045, Tamil Nadu.
13	Delhi	Delhi - Patel Nagar	NeoGrowth Credit Pvt. Ltd - Building No.17, 1st and 2nd Floor, West Patel Nagar, Patel Nagar, New Delhi - 110008
14	Karnataka	Gulbarga	Inderdas Tower 2nd Floor plot no 104, 105, Supermarket, Near Bata Showroom, Kalaburagi – 585101
15	Karnataka	Hubballi	NeoGrowth Credit Pvt. Ltd. 3rd Floor, Shop no. 307, M/s. Nirvan construction, H.D.B.R.T.S Road, Opp. KSRTC Depot, Hosur, Hubballi - 580021
16	Telangana	Hyderabad	602, Lake Shore Towers, Raj Bhavan Road, Somajiguda, Hyderabad, Telangana - 500082
17	Madhya Pradesh	Indore	NeoGrowth Credit Pvt. Ltd., "109, 1st floor Starlit Tower " 29, Yashawant Niwas Road, Indore 452001 (M.P)

18	Rajasthan	Jaipur	Neogrowth Credit P. Ltd. Fortune Height Office No 403,Fourth Floor, Subash Marg, C-Scheme, Jaipur - 302001
19	Jharkhand	Jamshedpur	NeoGrowth Credit Pvt. Ltd. Office no. 1, 4th Floor, Meghdeep Building, Q Road, Bistupur, Jamshedpur - 831001
20	Rajasthan	Jodhpur	1st Floor, Office no. 102 and 103, Sanskriti Tower, Near Vishal Mega Mart, 5 Devendra Singhvi Marg, Choupasni Road, Jodhpur – 342001, Rajasthan
21	Maharashtra	Kolhapur	Unit No 103, 1st Floor, Crossroad Building Dabholkar Corner New Shahu Puri Kolhapur – 416001, Maharashtra
22	West Bengal	Kolkata	NeoGrowth Credit Pvt. Gitanjali Apartment, 8/B, Middleton Street, 3rd Floor, Room No. 3A, Kolkata, West Bengal - 700071
23	Uttar Pradesh	Lucknow	NeoGrowth Credit Pvt. Ltd. 315, K S Trident, 1st floor, Kailash Complex, Rana Pratap Marg, Hazratganj, Lucknow-226001 (U.P) Landmark-Opposite NBRI office.
24	Punjab	Ludhiana	NeoGrowth Credit Pvt. 3rd Floor, Apra Towers, Cabin no. 304, SCO-130,31-32, Feroze Gandhi Market, Ludhiana – 141001
25	Tamil Nadu	Madurai	NeoGrowth Credit Pvt. 38 & 38/2, Krishnarayar Thepakulam Street, Land mark: Behind Bandhan Bank Madurai, Tamil Nadu- 625009.
26	Karnataka	Mangalore	Door no. 13-12-1394/57(1), No. A1, 3rd Floor, A Wing, Rama Bhavan Complex, Mangalore - 575003
27	Karnataka	Mysore	NeoGrowth Credit Pvt. Ltd., CH-16, : #415/B, 1st Floor, Cantour Road, 1st Main Road, Gokulam 3rd Stage, V V Mohalla, Mysore 570002 Karnataka
28	Maharashtra	Nagpur	301, Third Floor, Gyarsi Prasad, NIT Plot No 222, Gokulpeth Nagpur, MH -440010
29	Maharashtra	Nashik	NeoGrowth Credit Pvt. Ltd. Office No. 503 & 504, 'Shree Ganesh Kuber', 5th Floor, KBT Circle, Gangapur Road, Nashik – 422013
30	Haryana	Panipat	1st floor, 294 Jubin tower, Near ICICI Bank, beside Swastika Road G T Road Panipat, Haryana - 132103
31	UT	Puducherry	127, 100 Feet Road, Ground Floor, Nadesan Nagar, Indira (Landmark - Gandhi Circle), Puducherry - 605005

32	Maharashtra	Pune	NeoGrowth Credit Pvt. Ltd. 1st floor, Office No. 404 & 405, Connaught Place, CTS No. 28, H. No. 25 S No. 327 Bund Garden Road, Pune-411001
33	Gujarat	Rajkot	NeoGrowth Credit Pvt. Ltd. Office No. 906, 'King's Plaza', Astron Chowk, Sardarnagar Main Road, Rajkot - 360001
34	Gujarat	Surat	NeoGrowth Credit Pvt. Ltd. 212 International Trade Centre, Majuragate Char Rasta, Ring Road, Surat 395002.
35	Maharashtra	Thane	Neogrowth Credit P. Ltd. A-103, 1st Floor, Nagesh Co-operative society Ltd., Near Aradhana Talkies, Lal Bahadur Shastri Marg, Naupada, Thane West - 400602
36	Maharashtra	Times Square	NeoGrowth Credit Pvt. Times Square 9th Floor, E wing, Andheri Kurla Road, Marol, Andheri East , Mumbai- 400059. Maharashtra
37	Tamil Nadu	Tiruchirappalli	2nd Floor, SBS Complex D28/1, 7th Cross East, Thillai Nagar - 620018
38	Andhra Pradesh	Tirupati	NeoGrowth Credit Pvt. Ltd. DR. BK Reddy Building 19-8-83, Sivaji Nagar, RC Road, Tirupati - 517501, AP
39	Tamil Nadu	Tiruppur	2nd floor No. 266, Bungalow Street, Avinashi - Tirupur Rd, near Yes Bank, Odakkadu, Tirupur, Tamil Nadu 641602
40	Karnataka	Tumkur	S S Arcade, 1st Floor, Opp Govt Polytechnic College, BH Road, Tumkur - 572103
41	Rajasthan	Udaipur	Kalpana Business Centre, 1st Floor, 6 Town Hall, Opp. Nagar Nigam Parking, Udaipur - 313001, Rajasthan
42	Andhra Pradesh	Vijayawada	NeoGrowth Credit Pvt. Ltd. Door no. 39-10-19 SRI , 2nd Floor, Sri Surya Enclave, Labbipet, Vetahnari Hospital Road, M G Road, Vijaywada(Urban) Andhra Pradesh-520010 Venkateshwarpuram Krishna,
43	Andhra Pradesh	Visakhapatnam	NeoGrowth Credit Pvt. Ltd. Flat No. 403, 3rd Floor, Door No. 47-10-22, Pakki's Apartment, Dwarakanagar, Visakhapatnam-530016 Landmark - 2nd Lane
44	Madhya Pradesh	Gwalior	NeoGrowth Credit Pvt. Ltd 1st floor, F-4, The Empire, 33, City Center, Gwalior (M.P.) 474011
45	Tamil Nadu	Tiruvallur	NeoGrowth Credit Pvt. Ltd RBD complex, S. No 196/2, H.I G, Plot No. 3568, TNBH, IN. V No. 75, Kakkalur Village, Tiruvallur - 602001

46	Rajasthan	Sikar	NeoGrowth Credit Pvt. Ltd Office No. 106-107, 1st Floor, Murli Plaza, Rani Sati Road, Sikar, Rajasthan - 332001
47	Punjab	Jalandhar	NeoGrowth Credit Pvt. Ltd 417 L, 2nd Floor, Model Town, Opposite Sanjay Karate School, Jalandhar (Punjab) - 144003
48	Tamil Nadu	Salem	NeoGrowth Credit Pvt. Ltd NRT Complex 2nd Floor, 137/2, Navalar Nedun Chezian Salai, Shevapet, Salem – 636002

Subsidiary details: As of the date of the Key Information Document/this PPOA, the Company does not have any Subsidiary

(d) **Details of the Board of Directors of the Company and their Profile:**

Name	Designation	Experience
Mr. Piyush Kumar Khaitan	Founder, Non-Executive Director and Chairman	• Mr. P.K. Khaitan (PK) is a seasoned operating executive who has successfully founded a number of businesses and operated them to high levels of success. He founded NeoGrowth Credit Pvt. Ltd. in 2011-12 and served as Managing Director until December 2022. He is now Chairman of the Board. • He was the Founder & Managing Director of Venture Infotek Global Pvt Ltd., (now Worldline India Pvt. Ltd.) until divestment in 2010-11. He had also founded DEI Ltd., India's largest secure card bureau which was merged into Venture Infotek in 2007. • He has worked closely with the Reserve Bank of India, the Indian Banks' Association and the Card Networks, in framing policies and giving direction to the digital payments industry in India. He was the Founder Chairman of the 'ePayments Focus Group' of the Smart Card Forum of India (SCAFI) from 2000 to 2005. He was also one of the three original founders of The Digital Lenders Association of India, DLAI, (now United Fintech Forum) and served as the first President in 2016-17. This is the representative body of all digital lending companies in India. • He has Bachelor's degree with Honours from the Bombay University, and has done the Small and Medium Enterprises Program (SMEP) from IIM, Ahmedabad.
Mr. Ganesh Rengaswamy	Minority Shareholders Director	• Mr. Ganesh Rengaswamy, co-founder and Managing Partner at Quona Capital, leads the firm's investment strategy across India and Southeast Asia. Ganesh previously led Aian investments for Accion Frontier

		Investments, and was a General Partner at Lok Capital, backing financial inclusion and social enterprise ventures. • He also served as Asia Director at Unitus, where he invested in and advised top-tier financial institutions including SKS/Bharat Financial, Ujjivan, Equitas, Northern Arc, Vistaar, and Bandhan. • Ganesh played a key role in launching Greylock Partners in India and co-founded Travelguru.com, later acquired by Travelocity. Earlier in his career, he drove growth for Fortune 1000 clients at Infosys. • A recognized voice in fintech and impact investing, Ganesh is a regular speaker at global forums including the Singapore Fintech Festival, GIIN, and SuperReturn. Notable exits include IndiaMart (IPO), Coins.ph (acquired by Go-Jek), and Shubham (Premji Invest). • He has been featured in Bloomberg, CNBC, The Economic Times, and Mint. • He holds MBA from Harvard Business School
Mr. Pranav Kumar	Nominee Director	• Mr. Pranav Kumar is a Partner in Leap Frog's Asia Financial Services team based in Singapore. • He leads new investments, portfolio management and exits across South and Southeast Asia. He currently serves on the boards of LeapFrog partner companies Dvara Kshetriya Gramin Financial Services Private Limited and Shubham Housing Development Finance Company Limited. His other notable transactions include NeoGrowth, Fincare (acquired by AU Bank) and Magma Fincorp (exited). • Prior to joining LeapFrog, Mr. Pranav held positions at the World Bank Group and McKinsey & Company. He holds an MBA from Indian Institute of Management, Ahmedabad, and a Bachelor of Technology degree in Computer Science and Engineering from the Indian Institute of Technology, Bombay.
Ms. Bindu Ananth	Independent Director	• Ms. Bindu Ananth has an under-graduate degree in Economics from Madras University and Masters Degrees from the Institute of Rural Management (IRMA) and Harvard University's John F Kennedy School of Government. • Bindu is the Chair & Co-founder of Dvara Trust. Prior to this, Bindu worked in ICICI Bank's microfinance team between 2001 and 2005 and was head of the

		new product development team within their Rural Banking Group in 2007. • Bindu has co-edited "Financial Engineering for Low-Income Households", a book published by SAGE. She has also published in the Economic and Political Weekly, OECD Trade Paper Series and the Small Enterprise Development Journal. • Bindu has made several public policy contributions. She has been a member of 3 RBI Committees: Comprehensive Financial Services for Low-Income Households and Small Businesses (2013), Housing Finance Securitisation (2019) and Committee on MSMEs (2019). She was a member of the Government of India's High-Level Committee on Women (2014-15). She was a member of the Taskforce of the Insolvency & Bankruptcy Board of India (2017).She was a member of the World Bank's Consultative Group to Assist the Poor (CGAP) from 2017-22. • In 2017, Bindu was featured by Forbes as one of India's leading women leaders and received the Women's Leadership Award in 2020 from Economic Times (ET) Prime. She received the Raymond Vernon Prize for Outstanding Commitment to International Development from Harvard University.
Mr. Arun Kumar Nayyar	Managing Director & CEO	• A Chartered Accountant having a well-diversified experience of around 22+ years in the financial services domain. • Successful track record of building businesses from scratch, scaling up established businesses and managing stressed portfolios. • Led businesses across Micro Enterprise Lending, SME Lending and Consumer Finance. • Deep understanding of key business drivers, risk and product Management, Route to Market and digital lending. • Experience includes a large retail financing NBFC (Edelweiss), Citibank & CRISIL (A S&P Global Company).
Mr. Ramakrishnan Subramanian	Nominee Director	• Mr. Ramakrishnan is a career banker and financial services industry leader with 30+ years experience. He has done roles in Strategy, Board, Governance coupled with a strong execution track record across Retail & SME businesses, M&A, and commercial banking. He has run and built businesses in Retail Financing for HDFC bank & other entities from start-up to scale-up in Mortgage, LAP, personal Loans,

		business loans, SME, LAS, gold loans, auto-finance, commercial vehicles, equipment financing, securitisation. • He has worked in several senior roles at large universal banks, and NBFCs involving strategy, business setup, scale-up, transformation, JVs, franchise sales & exits, across India, Singapore, Hong Kong & Thailand managing multiple ASEAN countries. He has held leadership roles at Citibank, HDFC bank, Standard Chartered, ING, etc. since 1992. • He currently serves as a Sr. Advisor, Operating Partner equivalent, and Domain Consultant with select private equity, venture capital, and Fintechs in India & ASEAN. • He is a Board member of IIFL finance, IIFL OPEN and has also served as a Board member of ING Vysya Bank (Kotak Bank) and Shriram Capital Ltd, Shriram Transport Finance Ltd, Shriram City Union, Shriram Life & General insurance. • He is a Chartered Accountant, Cost & Management Accountant, M Com. & has done the Fintech program from Harvard University
Mr. Suresh Jayaraman	Independent Director	• J. Suresh was the Managing Director & CEO of Arvind Fashions Ltd. He joined the company in September 2005 and turned it around by strengthening its brands and retail portfolio through organic growth and acquisitions, and aggressively growing Unlimited as a leading value retail chain in apparel. During his 16-year tenure, the company's turnover increased 30 times with a multifold increase in profits leading to the listing of Arvind Fashions Ltd. • Prior to joining Arvind, he held several senior positions during his 18-year-old stint in Hindustan Unilever Ltd and served as a member of the management committee of the foods and beverages business. • He was appointed by JP Morgan Chase as CEO when they invested in MTR Foods and was instrumental in growing a regional brand to a national brand with a global presence. • He was the past Chairman of the CII National Committee on Retail in 2013-2014, Chairman of India Fashion Forum, and is a member of the National Council of Retailers Association of India • Post retirement, he has taken up the role of Senior Advisor with Boston Consulting Group (BCG). He is also on the Board of four companies and advises companies as an Independent consultant.

		• Suresh is a mechanical engineer and has an MBA from IIM Bangalore.
Ms. P. H. Vijaya Deepti	Nominee Director	• Vijaya Deepti is a Member - Board of Directors at Tata AIG General Insurance Co. Ltd and a Member of the Risk Management Committee and Audit Committee. As an Independent Director at Aster DM Healthcare, she Chairs the Risk Management Committee and Technology Steering Committee in addition to being a member of the Nominations, Remuneration and Compensations and CSR Committees. As an Additional Director at CreditAccess Life Insurance Company, she Chairs the PP, GR and CM and the NRC and is a member of the Audit Committee. She is an Director on the Board of NeoGrowth Credit Pvt Ltd. She is a Director on the Board of GIEEE Institute of Engineers and a Trustee at Grassroots Research and Advocacy Movement. • She was the CEO of Tata Insights and Quants a Division of the Tata Industries Ltd. The Organization is a Center of Excellence for Data and Analytics for the Tata Group. The focus is to work with the Tata Group Companies on leveraging Advanced Analytics to address business challenges. She has been supporting IEEE Working Groups to build Industrial AI Standards. • She was with Tata Consultancy Services (TCS) for over three decades and held roles both at Corporate and Business Unit Level. As a member of the Corporate Governance Team, she supported multiple Business Units in their strategic initiatives and programs. She was on the Board of Diligenta which is a Regulated Subsidiary of TCS in UK. As Head of Global Insurance Product Business at TCS, she was responsible for product development and client delivery initiatives globally. Previously, she served as the Head of Global Insurance Delivery with an additional responsibility to grow UK and European Insurance business. Under her leadership, the TCS Insurance unit won a number of strategic large deals, acquired new customers and achieved multifold growth. • As a long-standing member of TCS Business Excellence Council, Deepti has been responsible for driving the TATA Group's Business Excellence (TBEM) initiative. She has worked as Head of Quality Council and has championed various Six Sigma Initiatives within TCS across multiple customer engagements. • In Dec 2009, she was conferred the "Leading Business Woman of The Year" award by Women Leaders in

		India (WLII) in recognition for her contribution towards growing the insurance business within TCS despite the global economic downturn. In 2023, she was conferred Distinguished Alumnus Award by VJTI, Mumbai. • She has been working with a number of NGO's in areas such as Integrated Forest Management, Education for under-privileged and grooming of leadership talent.
Mr. Deepak Nath Goswami	Executive Director and Chief Financial Officer	• A CA, CFA & MBA having well diversified experience of around 23 years in leading strategic planning, finance, treasury, investor relations, compliance and project implementation. • Worked as CFO for Samaaru India, Samaaru Finance and Spandana Sphoorty Financial Limited. • He also had a long stint in GE Capital - SBI Cards as SVP Finance and with Mahindra Comviva & TATA Power.

(e) **Details of Key Management Personnel of the Company and their Profile:**

Key Management Personnel		
Name	**Designation**	**Experience**
Arun Kumar Nayyar	Managing Director and Chief Executive Officer	Over 22+ years of extensive experience in SME lending portfolio, consumer & commercial portfolio, in different organizations (Edelweiss Group, Citibank & CRISIL). Has been responsible for setting up the SME lending business within the retail finance vertical, he successfully built, from scratch, a differentiated and robust Rs 3000 crs SME portfolio
Deepak Nath Goswami	Executive Director and Chief Financial Officer	Deepak is a Chartered Accountant, an MBA and a CFA. He has over 23 years of rich and diversified experience in the field of strategic planning, finance, investor relations, compliance and project implementation. Prior to joining NeoGrowth, Deepak was at Samaaru Finance, where he was the CFO. Prior to Samaaru Finance, he has worked with Spandana Sphoorty Financial Limited as a CFO. He also had a long stint in GE Capital - SBI Cards as SVP Finance.
Shreyas Mehta	Company Secretary	Mr. Shreyas Mehta is a qualified company secretary having a post qualification experience of 10+ years in the field of Corporate Secretarial & Compliance. A Result-oriented professional with deep understanding of corporate laws, securities laws & capital market and corporate governance. In his career he has been a Chief advisor to the Board of Directors on best practices in corporate governance and responsible for regulatory compliances of company. He has previously worked as a Company Secretary & Compliance Officer at Star Housing Finance Ltd - BSE listed rural focused housing finance company. He is a member of The Institute of

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

Key Management Personnel		
Name	**Designation**	**Experience**
		Company Secretaries of India with Bachelor's degree in Financial Market from Mumbai University.

(f) **Name, addresses, DIN and occupations of the directors**:

S. No.	Name of the Directors	Address	DIN	Occupation
1	Mr. Piyush Kumar Khaitan	T4-182, Pebble Bay, R.M.V, 2nd Stage, Bengaluru 560 094	00002579	Business
2	Mr. Ganesh Venkateshwaran Rengaswamy	C-1072 Windmills of Your Mind, Epip Zone Whitefield, Bengaluru-560066, Karnataka	02656783	Service
3.	Mr. Pranav Kumar	62 Bayshore Road, #21-03, Pearl Tower, Bayshore Park, Singapore-469983	07896173	Service
4.	Ms. Bindu Ananth	9-C, Dover Court, Srikandath Road, Opposite Saraf Hospital Kochi M.G. Road, Ernakulam Kerala 682016	02456029	Service
5.	Mr. Arun Kumar Nayyar	Apartment 105, D wing, Castlerock, Hiranandani Gardens, Powai, Mumbai 400076	06804277	Service
6.	Mr. Ramakrishnan Subramanian	110 Tanjong Rhu Road, #1-01 Camelot, Singapore - 436928	02192747	Service

7.	Mr. Suresh Jayaraman	Villa FE 29, 77 East, Divyashree 77 Towncenter, Yemlur Road, Bangalore – 560037	03033110	Service
8.	Ms. P.H. Vijaya Deepti	C 12, Legacy Soreno, 1st Main, 5th Cross, Tatanagar, Devinagar, Bengaluru-560092	08125456	Professional
9.	Mr. Deepak Nath Goswami	302 Third Floor Augusta Lodha Aurum Grande CHS Ltd, Kanjur Village Road, Kanjur Marg East, 400042	11488491	Service

7.2 MANAGEMENT PERCEPTION OF RISK FACTORS:

The following are the risks relating to the Company, the Debentures and the market in general envisaged by the management of the Company. Potential Investors should carefully consider all the risk factors stated in this Private Placement Offer cum Application Letters for evaluating the Company and its business and the Debentures before making any investment decision relating to the Debentures. The Company believes that the factors described below represent the principal risks inherent in investing in the Debentures. Potential Investors should also read the detailed information set out elsewhere in this Private Placement Offer cum Application Letters and reach their own views prior to making any investment decision.

GENERAL RISKS

RISKS IN RELATION TO THE NON-CONVERTIBLE SECURITIES:

(a) Repayment is subject to the credit risk of the Issuer.

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

(b) The secondary market for non-convertible securities may be illiquid.

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

(c) Credit Risk & Rating Downgrade Risk

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

(d) Changes in interest rates may affect the price of Debentures**.**

All securities where a fixed rate of interest is offered, such as this Issue, are subject to price risk. The price of such securities will vary inversely with changes in prevailing interest rates, i.e. when interest rates rise, prices of fixed income securities fall and when interest rates drop, the prices increase. The extent of fall or rise in the prices is a function of the existing coupon, days to maturity and the increase or decrease in the level of prevailing interest rates. Increased rates of interest, which frequently accompany inflation and/or a growing economy, are likely to have a negative effect on the pricing of the Debentures.

(e) Tax Considerations and Legal Considerations:

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

(f) Accounting Considerations:

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

(g) Material changes in regulations to which the Issuer is subject could impair the Issuer's ability to meet payment or other obligations.

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

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

(a) **Security may be insufficient to redeem the Debentures**

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

Fluctuations in the market values of the assets over which security has been provided in respect of loans provided by the Issuer could affect the Issuer's liquidity and reduce the Issuer's ability to enforce the security, which could adversely affect the Issuer's result of operations and financial condition. The Issuer may not accurately identify changes in the value of assets over which security has been provided caused by changes in market prices, and the Issuer's assessments, assumptions or estimates may prove inaccurate.

Further, while the Debentures are secured against a charge to the tune of at least 100% (one hundred percent) of the principal and interest amount in favour of the Debenture Trustee, and it is the duty of the Debenture Trustee to monitor that the security is maintained, however, the possibility of recovery of 100% (one hundred percent) of the amount shall depend on the market scenario prevalent at the time of enforcement of the security.

(b) **LEGALITY OF PURCHASE**

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

(c) **POLITICAL AND ECONOMIC RISK IN INDIA**

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

7.3 RISKS RELATED TO THE BUSINESS OF THE ISSUER

(a) ***Majority of the Issuer's loans are unsecured and the clients of these loans may be of high/medium risk category and if the Issuer is unable to control the level of non-performing***

loans ("NPAs") in the future, or if the Issuer's loan loss reserves are insufficient to cover future loan losses, the financial condition and results of operations may be materially and adversely affected.

A majority of the Issuer's loan are in form of unsecured loans and the clients of these loans are of medium risk category.

The Issuer has various procedures and process controls in place to mitigate the risk.

As at March 31, 2026, the gross NPA was INR 118.99 Crores on a portfolio (principal outstanding balance) of INR 2,060.05 Crores.

(b) ***The Issuer cannot assure that it will be able to effectively control and reduce the level of the NPAs of its Client Loans. The amount of its reported NPAs may increase in the future as a result of growth of Client Loans, and also due to factors beyond its control, such as over-extended member credit that it is unaware of. If the Issuer is unable to manage NPAs or adequately recover its loans, the results of its operations will be adversely affected.***

The current loan loss reserves of the Issuer may not be adequate to cover an increase in the amount of NPAs or any future deterioration in the overall credit quality of Client Loans. As a result, if the quality of its total loan portfolio deteriorates the Issuer may be required to increase its loan loss reserves, which will adversely affect its financial condition and results of operations.

The members are poor and, as a result, might be vulnerable if economic conditions worsen or growth rates decelerate in India, or if there are natural disasters such as floods and droughts in areas where the Issuer's members live. Moreover, there is no precise method for predicting loan and credit losses, and the Issuer cannot assure that its monitoring and risk management procedures will effectively predict such losses or that loan loss reserves will be sufficient to cover actual losses. If the Issuer are unable to control or reduce the level of its NPAs or poor credit quality loans, its financial condition and results of its operations could be materially and adversely affected.

(c) ***The Issuer's business operates through a large number of urban branches and is exposed to operational risks including fraud***

The Issuer is exposed to operational risks, including fraud, petty theft and embezzlement, as it handles a large amount of cash due to high volume of small transactions. This could harm its operations and its financial position.

As the Issuer handles a large amount of cash through a high volume of small transactions taking place in its network, the Issuer is exposed to the risk of fraud or other misconduct by its employees or outsiders. These risks are further compounded due to the high level of delegation of power and responsibilities that the Issuer's business model requires. Given the high volume of transactions processed by the Issuer, certain instances of fraud and misconduct may go unnoticed before they are discovered and successfully rectified. Even when the Issuer discovers such instances of fraud or theft and pursue them to the full extent of the law or with its insurance carriers, there can be no assurance that the Issuer will recover any such amounts. In addition, the Issuer's dependence upon automated systems to record and process transactions may further increase the risk that technical system flaws or employee tampering or manipulation of those systems will result in losses that are difficult to detect.

The Issuer maintains an internal audit process to ensure the operations team follows the defined procedures and reports any deviations to the operations staff and management team. The Issuer also has a strong MIS system that has a wide range of data that can be used to monitor financial and operational performance.

To mitigate the above risk, the Issuer maintains an internal audit process to ensure the operations team follows the defined procedures and reports any deviations to the operations staff and management team. The Issuer also has a MIS system able to generate data analysis that can be used to monitor financial and operational performance.

(d) ***The Issuer is exposed to certain political, regulatory and concentration of risks***

Due to the nature of its operations, the Issuer is exposed to political, regulatory and concentration risks. The Issuer believes a mitigant to this is to expand its geographical reach and may consequently expand its operations other states. If it is not effectively able to manage such operations and expansion, it may lose money invested in such expansion, which could adversely affect its business and results of operations.

Large scale attrition, especially at the senior management level, can make it difficult for the Issuer to manage its business.

If the Issuer is not able to attract, motivate, integrate or retain qualified personnel at levels of experience that are necessary to maintain the Issuer's quality and reputation, it will be difficult for the Issuer to manage its business and growth. The Issuer depends on the services of its executive officers and key employees for its continued operations and growth. In particular, the Issuer's senior management has significant experience in the microfinance, banking and financial services industries. The loss of any of the Issuer's executive officers, key employees or senior managers could negatively affect its ability to execute its business strategy, including its ability to manage its rapid growth. The Issuer's business is also dependent on its team of personnel who directly manage its relationships with its members. The Issuer's business and profits would suffer adversely if a substantial number of such personnel left the Issuer or became ineffective in servicing its members over a period of time. The Issuer's future success will depend in large part on its ability to identify, attract and retain highly skilled managerial and other personnel. Competition for individuals with such specialized knowledge and experience is intense in this industry, and the Issuer may be unable to attract, motivate, integrate or retain qualified personnel at levels of experience that are necessary to maintain its quality and reputation or to sustain or expand its operations. The loss of the services of such personnel or the inability to identify, attract and retain qualified personnel in the future would make it difficult for the Issuer to manage its business and growth and to meet key objectives.

(e) ***The Issuer's business and results of operations would be adversely affected by strikes, work stoppages or increased wage demands by employees***

The employees are not currently unionized. However, there can be no assurance that they will not unionize in the future. If the employees unionize, it may become difficult to maintain flexible labour policies, and could result in high labour costs, which would adversely affect the Issuer's business and results of operations.

(f) ***The Issuer's insurance coverage may not adequately protect it against losses. Successful claims that exceed its insurance coverage could harm the Issuer's results of operations and diminish its financial position***

There are various types of risks and losses for which the Issuer does not maintain insurance, such as losses due to business interruption and natural disasters, because they are uninsurable. A successful assertion of such large claims against the Issuer that exceeds it's available insurance coverage or results in changes in its insurance policies, including premium

increases or the imposition of a larger deductible or co-insurance requirement, could adversely affect the Issuer's business, financial condition and results of operations. Such risks are normally minimized through strong Risk Management practices of the Company.

(g) ***Issuer requires certain statutory and regulatory approvals for conducting business and failure to obtain or retain them in a timely manner, or at all, may adversely affect operations.***

NBFCs in India are subject to strict regulation and supervision by the RBI. Pursuant to guidelines issued by the RBI (circular dated August 3, 2012 and RBI NBFC Master Directions) the Issuer is required to maintain its status as a NBFC in order to be eligible for categorization as priority sector advance for bank loans. The Issuer requires certain approvals, licenses, registrations and permissions for operating its business, including registration with the RBI as a NBFC. Further, such approvals, licenses, registrations and permissions must be maintained/renewed over time, applicable requirements may change and the Issuer may not be aware of or comply with all requirements all of the time. Additionally, the Issuer may need additional approvals from regulators to introduce new insurance and other fee based products to its members. In particular, the Issuer is required to obtain a certificate of registration for carrying on business as a NBFC that is subject to numerous conditions. In addition, its branches are required to be registered under the relevant shops and establishments laws of the states in which they are located. The shops and establishments laws regulate various employment conditions, including working hours, holidays and leave and overtime compensation. If the Issuer fails to obtain or retain any of these approvals or licenses, or renewals thereof, in a timely manner, or at all, its business may be adversely affected. If the Issuer fails to comply, or a regulator claims that it has not complied, with any of these conditions, the Issuer's certificate of registration may be suspended or cancelled and it shall not be able to carry on such activities. If the Issuer fails to comply with the RBI NBFC Directions and fails to maintain the status of NBFC, it will not be eligible for priority sector loans from the Indian banking sector and may also attract penal provisions under the RBI Act, 1934 for non-compliance.

(h) ***Economic Risk in India:***

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

7.4 Details of defaults, if any, including the amounts involved, duration of default, and present status, in repayment of:

(i) Statutory Dues: NIL
(ii) Debentures and interest thereon: NIL
(iii) Deposits and interest thereon: NIL

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

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

Name:	Mr. Shreyas Mehta
Designation:	Company Secretary
Address:	Times Square, Tower E, 9th Floor, Andheri Kurla Road, Marol, Andheri East, Mumbai, Maharashtra - 400059, India
Phone No.:	022-4921 9999
Email:	secretarial@neogrowth.in

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

NIL

7.7 Registrar of the Issue

Kfin Technologies Limited.

7.8 Valuation Agency

NA

7.9 Details of Auditors of the Company:

Please refer to Section 4.15 of this Key Information Document.

7.10 Particulars of the Offer:

Financial position of the Company for the last 3 (three) financial years	Please refer to Annexure VII below of this Key Information Document.
Date of passing of Board Resolution	Board Resolution passed on May 07, 2026, read with the resolution passed by the Resource and Mobilization Committee of the Board of Directors dated September 16, 2026.
Date of passing of resolution in general meeting, authorizing the offer of securities	The amount proposed to be raised through the offer of NCDs is within the limit as approved by the shareholders of the Company at the Annual general meeting held on July 31, 2026.
Kind of securities offered (i.e. whether share or debenture) and class of security; the total number of shares or other securities to be issued	Up to 4000 (Four Thousand) rated, listed, unsubordinated, secured, redeemable, transferable, taxable non-convertible debentures each having a face value of INR 1,00,000/- (Indian Rupees One Lakh Only) aggregating to INR 40,00,00,000/- (Indian Rupees Forty Crores Only) on private placement basis ("**Issue**").

Price at which the security is being offered, including premium if any, along with justification of the price	The Debentures are being offered at face value of Rs. 1,00,000/- (Rupees One Lakh only) per Debenture
Name and address of the valuer who performed valuation of the security offered, and basis on which the price has been arrived at along with report of the registered valuer	Not Applicable as the Debentures are being offered at face value of Rs. 1,00,000/- (Rupees One Lakh only) per Debenture
Relevant date with reference to which the price has been arrived at **[Relevant Date means a date at least 30 days prior to the date on which the general meeting of the Company is scheduled to be held]**	Not Applicable
The class or classes of persons to whom the allotment is proposed to be made	The following categories of investors, when specifically approached and have been identified upfront, are eligible to apply for this private placement of Debentures subject to fulfilling their respective investment norms/rules and compliance with laws applicable to them by submitting all the relevant documents along with the Application Form ("**Eligible Investors**"): (a) Individuals; (b) Hindu Undivided Family; (c) Trust; (d) Limited Liability Partnership; (e) Partnership Firm(s); (f) Portfolio Managers registered with SEBI (g) Association of Persons; (h) Companies and Body Corporates including all Public Sector Undertakings; (i) Commercial Banks; (j) Regional Rural Banks; (k) Financial Institutions; (l) Insurance Companies; (m) Mutual Funds; (n) Foreign Portfolio Investors (FPIs) / Foreign Institutional Investors (FIIs) / sub-accounts of FIIs; and (o) Any other investor eligible to invest in the Debentures.

	All potential investors are required to comply with the relevant regulations/guidelines applicable to them for investing in this issue of Debentures. **Note:** Participation by potential investors in the Issue may be subject to statutory and/or regulatory requirements applicable to them in connection with subscription to Indian securities by such categories of persons or entities. Applicants are advised to ensure that they comply with all regulatory requirements applicable to them, including exchange controls and other requirements. Applicants ought to seek independent legal and regulatory advice in relation to the laws applicable to them.
Intention of promoters, directors or key managerial personnel to subscribe to the offer (applicable in case they intend to subscribe to the offer) [Not required in case of issue of non-convertible debentures]	Not applicable.
The proposed time within which the allotment shall be completed	Issue Opening Date: September 28, 2026 Issue Closing Date: September 28, 2026 Pay-in Date: September 29, 2026 Deemed Date of Allotment: September 29, 2026
The names of the proposed allottees and the percentage of post private placement capital that may be held by them	Not applicable as each Debenture is a non-convertible debt instrument which is being issued at a face value of INR 1,00,000 (Indian Rupees One Lakh) per Debenture.
The change in control, if any, in the company that would occur consequent to the private placement	No change in control would occur consequent to this private placement.
The number of persons to whom allotment on preferential basis / private placement / rights issue has already been made during the year, in terms of securities as well as price	No such issuance during calendar year.
The justification for the allotment proposed to be made for consideration other than cash together with valuation report of the registered valuer	Not Applicable

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

<table>
<tr><td>Amount which the Company intends to raise by way of proposed offer of securities</td><td>Up to 4000 (Four Thousand) rated, listed, unsubordinated, secured, redeemable, transferable, taxable, non-convertible debentures each having a face value of INR 1,00,000/- (Indian Rupees One Lakh Only) aggregating to INR 40,00,00,000/- (Indian Rupees Forty Crores Only).</td></tr>
<tr><td>Terms of raising of securities:</td><td>
<table>
<tr><td>Duration, if applicable:</td><td>30 (Thirty) months from the Deemed Date of Allotment.</td></tr>
<tr><td>Rate of Interest or Coupon:</td><td>Subject to paragraph on “Step Up / Step Down Coupon Rate” under Section 2.1 of this Key Information Document, 12.00% (Twelve point zero zero per cent) per annum payable quarterly from the Deemed Date of Allotment</td></tr>
<tr><td>Mode of Payment</td><td>cheque(s)/ demand draft/ electronic clearing services (ECS)/credit through RTGS system/funds transfer</td></tr>
<tr><td>Mode of Repayment</td><td>cheque(s)/ demand draft/ electronic clearing services (ECS)/credit through RTGS system/funds transfer</td></tr>
</table>
</td></tr>
<tr><td>Proposed time schedule for which the Issue/Offer Letter is valid</td><td>Issue Opening Date: September 28, 2026
Issue Closing Date: September 28, 2026
Pay-in Date: September 29, 2026
Deemed Date of Allotment: September 29, 2026</td></tr>
<tr><td>Purpose and objects of the Issue/Offer</td><td>Please refer to ‘Objects of the Issue / Purpose for which there is requirement of funds’ under Section 2.1 (Issue Details) of this Key Information Document</td></tr>
<tr><td>Contribution being made by the promoters or directors either as part of the offer or separately in furtherance of such objects</td><td>N.A.</td></tr>
<tr><td>Principal terms of assets charged as security, if applicable</td><td>Please refer to Section 2.1 (Issue Details) of this Key Information Document under the head “Description regarding Security (where applicable) including type of security (movable / immovable / tangible etc.), type of charge (pledge / hypothecation / mortgage etc.), date of creation of security / likely date of creation of security, minimum security cover, revaluation, replacement of security, interest to the debenture holder over and above the coupon rate as specified in the Trust Deed and disclosed in the Offer Document / Information Memorandum.”</td></tr>
<tr><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>NIL</td></tr>
<tr><td colspan="2">The pre-issue and post-issue shareholding pattern of the Company as on date of this offer document in the following format :</td></tr>
</table>

Sr. No.	Category	Pre- Issue		Post-Issue	
		No of Shares Held	% of Shareholding	No of Shares Held	% of Shareholding
A	Promoter's Holding				
1	Indian				
	Individual	-	-	-	-
	Bodies Corporate	-	-	-	-
	Sub Total	-	-	-	-
2	Foreign Promoters	-	-	-	-
	Sub Total (A)	-	-	-	-
B	Non-Promoter's Holding				
1	Institutional Investors	-	-	-	-
2	Non-Institutional Investors				
	Private corporate bodies	8,23,40,210	80.8	8,23,40,210	80.8
	Directors and Relatives	1,94,66,961	19.2	1,94,66,961	19.2
	Indian Public	-	-	-	-
	Others [Including NRIs]	-	-	-	-
	Sub total (B)	10,18,07,171	100	10,18,07,171	100
	Grand Total	10,18,07,171	100	10,18,07,171	100

7.11 Mode of payment for subscription (Cheque/ Demand Draft/ other banking channels): Other banking channels – RTGS/NEFT.

7.12 Disclosure with regard to interest of directors, litigation, etc:

Any financial or other material interest of the directors, promoters or key managerial personnel in the offer/ Issue and the effect of such interest in so far as it is different from the interests of other persons	NIL
Details of any litigation or legal action pending or taken by any Ministry or Department of the Government or a statutory	NIL

authority against any promoter of the Company during the last 3 (three) years immediately preceding the year of the issue of this Offer Letter and any direction issued by such Ministry or Department or statutory authority upon conclusion of such litigation or legal action shall be disclosed	
Remuneration of directors (during the current year and last 3 (three) financial years)	**Remuneration of Mr. Piyush Kumar Khaitan (Non-executive Chairman):** FY 2026-27- INR 9,37,500 FY 2025-26 – INR 37,50,000 FY 2024-25 - INR 31,87,500 FY 2023-24 - INR 40,00,000 FY 2022-23 – N.A.
	Remuneration of Mr. Piyush Kumar Khaitan (Managing Director): FY 2025-26- N.A. FY 2024-25 - N.A. FY 2023-24 - N.A. FY 2022-23 - INR 32,57,395 (April to November)
	Remuneration of Mr. Arun Kumar Nayyar (Managing Director & CEO): FY 2026-27- INR 95,00,142 FY 2025-26 – INR 4,78,70,631 FY 2024-25 - INR 4,94,64,400 FY 2023-24 – INR 6,77,87,698 FY 2022-23 - INR 6,32,17,710
	Remuneration of Ms. Bindu Ananth (Independent Director): FY 2026-27- INR 7,50,000 FY 2025-26 -INR 30,00,000 FY 2024-25 -INR 28,50,000 FY 2023-24 - INR 24,00,000 FY 2022-23 - INR 24,00,000
	Remuneration of Mr. Jayaraman Suresh (Independent Director): FY 2026-27- INR 7,50,000 FY 2025-26 -INR 30,00,000 FY 2024-25 – INR 24,00,000 FY 2023-24 - INR 24,00,000 FY 2022-23 - N.A.
	Remuneration of Ms. Deepa Bachu (Nominee Director):** FY 2024-25 (upto July 31, 2024) – INR 8,00,000

	FY 2023-24 - INR 22,00,000 FY 2022-23 - INR 8,00,000 (December to March) FY 2021-22 - N.A.
	Remuneration of Ms. Ramakrishnan Subramanian (Nominee Director): FY 2026-27- INR 7,50,000 FY 2025-26 - INR 30,00,000 FY 2024-25 - INR 24,00,000 FY 2023-24 - INR 24,00,000 FY 2022-23 - N.A.
	Remuneration of Ms. P.H. Vijaya Deepti (Nominee Director):** FY 2026-27- INR 6,00,000 FY 2025-26 - INR 24,00,000 FY 2024-25 - INR 1,346,666 FY 2023-24 - N.A. FY 2022-23 - N.A.
	Remuneration of Mr. Deepak Nath Goswami (Executive Director & CFO)^: FY 2026-27- INR 46,28,691 FY 2025-26- INR 29,20,484
	Apart from the details of remuneration to Directors as specified above, no other Director is paid any fees/remuneration. **Ms. Deepa Bachu resigned w.e.f. July 31, 2024* *** Ms. P.H. Vijaya Deepti was appointment w.e.f. September 09, 2024* *^ Mr. Deepak Nath Goswami was appointed as Executive Director and CFO w.e.f February 04, 2026*
Related party transactions entered during the last 3 (three) financial years immediately preceding the year of issue of this Offer Letter including with regard to loans made or, guarantees given or securities provided	Kindly refer to Annexure VIII (*Related Party Transactions*) of this Key Information Document.
Summary of reservations or qualifications or adverse remarks of auditors in the last 5 (five) financial years immediately preceding the year of issue of this Offer Letter and of their impact on the financial statements and	There have been no reservations or qualifications or adverse remarks of auditors in the last 5 (five) Financial Years immediately preceding the year of circulation of Offer Letter.

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	
Details of any inquiry, inspections or investigations initiated or conducted under the Companies Act or any previous company law in the last 3 (three) years immediately preceding the year of circulation of the Offer Letter in the case of the Company and all of its subsidiaries. Also if there were any were any prosecutions filed (whether pending or not) fines imposed, compounding of offences in the last 3 (three) years immediately preceding the year of this Offer Letter and if so, section-wise details thereof for the Company and all of its subsidiaries	NIL
Details of acts of material frauds committed against the Company in the last 3 (three) years, if any, and if so, the action taken by the company	NIL

7.13 Financial Position of the Company:

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

The authorized, issued, subscribed and paid up capital as on date of this offer document (number of securities, description and aggregate nominal value)	**Share Capital**	**Rs.**
	Authorised	
	Equity Share Capital (2,10,00,000 Equity shares of Rs. 10 each)	21,00,00,000
	Preference Share Capital 960,00,000 (0.01% Cumulative Convertible Preference shares of Rs. 10 each)	96,00,00,000

	TOTAL	117,00,00,000
	Issued, Subscribed and Fully Paid-up	
	Equity Share Capital (1,80,00,700 Equity shares of Rs. 10 each)	18,00,07,000
	Preference Share Capital (8,38,06,471 0.01% Cumulative Convertible Preference shares of Rs. 10 each)	8,38,06,4710
	TOTAL	1,01,80,71,710
Size of the Present Offer	Up to 4000 (Four Thousand Five Hundred) rated, listed, unsubordinated, secured, redeemable, transferable, taxable non-convertible debentures each having a face value of INR 1,00,000/- (Indian Rupees One Lakh Only) aggregating to INR 40,00,00,000/- (Indian Rupees Forty Crores Only).	
Paid-up Capital as on date of this offer document: **a. After the offer:** **b. After the conversion of Convertible Instruments (if applicable)**	INR 101,80,71,710 Not Applicable	
Share Premium Account: **a. Before the offer:** **b. After the offer:**	INR 7,07,65,61,000 INR 7,07,65,61,000	

Details of the existing share capital of the Issuer including details of allotments made by the Company in the last one year prior to the date of this Offer Letter for consideration other than cash and details of the consideration in each case:

A. Equity Share Capital History of the Company as on the quarter ended i.e June 30, 2026

Date of Allotment	Name of Investor	No of Equity Shares allotted	Face Value (in Rs.)	Issue Price (in Rs.)	Consideration	Form of Consideration	Nature of Allotment
07.06.2012	Mr. Dhruv Kumar Khaitan	250000	10	10	2500000	Cash	Transfer
07.06.2012	Mr. Piyush Kumar Khaitan	250000	10	10	2500000	Cash	Transfer
30.03.2013	Mr. Dhruv Kumar Khaitan	4750000	10	10	47500000	Cash	Allotment

30.03.2013	Mr. Piyush Kumar Khaitan	4750000	10	10	47500000	Cash	Allotment
15.05.2013	Mr. Dhruv Kumar Khaitan	4000000	10	10	40000000	Cash	Allotment
15.05.2013	Mr. Piyush Kumar Khaitan	4000000	10	10	40000000	Cash	Allotment
22.05.2013	ON Mauritius	100	10	22.78	2278	Cash	Allotment
25.03.2014	Aspada Investment Company	100	10	35.35	3535	Cash	Allotment
31.03.2015	Khosla Impact I Mauritius	100	10	63.62	6362	Cash	Allotment
29.07.2015	Accion Africa Asia Company	100	10	63.62	6362	Cash	Allotment
13.01.2016	Accion Frontier Inclusion Mauritius	100	10	63.62	6362	Cash	Transfer
21.06.2016	360 One Seed Ventures Fund 1 (Formerly known as M/s IIFL Seed Ventures Fund I)	100	10	113.17	11317	Cash	Allotment
19.01.2017	WestBridge Crossover Fund, LLC	32	10	-	-	Cash	Transfer
23.01.2018	Trinity Inclusion Limited	100	10	159.47	15,947	Cash	Allotment
07.12.2022	Nederlandse Financierings-Maatschappij Voor Ontwikkeling slanden N.V. (FMO)	100	10	105.38	10,538	Cash	Allotment
18.07.2023	*Plenitude Ventures	32	10	-	-	Cash	Transfer

	Private Limited						

**Transfer of shares from WestBridge to Plenitude*

B CCPS Share Capital History of the Company as on the quarter ended i.e June 30, 2026:

Date of Allotment	Name of investor	No. of Preference Shares	Face Value	Total Price Paid (including premium)	Nature of Allotment	Preference Share Capital	Total Amount Paid (inclusive of Premium)
22-05-2013	ON Mauritius	74,62,587	10	22.78	Allotment	746,25,870	1699,97,732
31-03-2015	ON Mauritius	12,38,177	10	63.62	Allotment	123,81,770	787,72,821
21-06-2016	ON Mauritius	954,317	10	113.17	Allotment	954,3170	108,000,055
19-01-2017	ON Mauritius	1,793,256	10	-	Transfer	17,932,560	-
12-06-2017	ON Mauritius	896644	10	-	Transfer	8966440	-
15-12-2022	ON Mauritius	1,33,333	10	-	Conversion	13,33,330	-
Total		**70,98,514**				**7,09,85,140**	
25-03-2014	Aspada Investment Company	16,97,479	10	35.35	Allotment	169,74,790	600,05,883
19-06-2014	Aspada Investment Company	11,31,720	10	35.35	Allotment	113,17,200	400,06,302
31-03-2015	Aspada Investment Company	4,69,425	10	63.62	Allotment	46,94,250	298,64,819
21-06-2016	Aspada Investment Company	890,687	10	113.17	Allotment	890,6870	100,799,048
23-01-2018	Aspada Investment Company	760,308	10	159.47	Allotment	760,3080	121,246,317
21-03-2018	Aspada Investment Company	431,139	10	159.47	Allotment	431,1390	68,753,736
15-12-2022	Aspada Investment Company	12,00,000	10	-	Conversion	1,20,00,000	-
Total		**65,80,758**				**6,58,07,580**	-

31-03-2015	Khosla Impact Mauritius	29,73,150	10	63.62	Allotment	297,31,500	18,91,51,803
06-04-2015	Khosla Impact Mauritius	13,232	10	63.62	Allotment	1,32,320	8,41,820
21-06-2016	Khosla Impact Mauritius	265,088	10	113.17	Allotment	265,0880	3,00,00,009
Total		**3,251,470**				**3,251,4700**	**21,99,93,632**
13-01-2016	Accion Frontier Inclusion Mauritius	23,57,650	10	63.62	Transfer	235,76,500	1499,93,693
21-06-2016	Accion Frontier Inclusion Mauritius	2,518,335	10	113.17	Allotment	2,518,3350	284,999,972
23-01-2018	Accion Frontier Inclusion Mauritius	8,96,362	10	159.47	Allotment	89,63,620	142,942,848
21-03-2018	Accion Frontier Inclusion Mauritius	5,08,291	10	159.47	Allotment	50,82,910	81,057,165
15-12-2022	Accion Frontier Inclusion Mauritius	4,86,667	10	-	Conversion	48,66,670	-
Total		**67,67,305**				**6,76,73,050**	**434,993,665**
21-06-2016	360 One Seed Ventures Fund 1 (Formerly known as M/s IIFL Seed Ventures Fund I)	4,859,845	10	113.17	Allotment	4,859,8450	54,99,88,659
15-12-2022	360 One Seed Ventures Fund 1 (Formerly known as	2,66,667	10	-	Conversion	26,66,670	-

	M/s IIFL Seed Ventures Fund I)						
Total		**51,26,512**				**5,12,65,120**	-
19-01-2017	WestBridge Crossover Fund LLC	1,793,256	10	158.44	Transfer	17,932,560	284,123,481
12-06-2017	WestBridge Crossover Fund LLC	896,644	10	158.44	Transfer	8,966,440	142,064,275
Total		**26,89,900**				**2,68,99,000**	
23-01-2018	Trinity Inclusion Limited	90,03,642	10	159.47	Allotment	90,036,420	14,358,107,897
21-03-2018	Trinity Inclusion Limited	72,12,575	10	159.47	Allotment	72,125,750	1,150,189,335
15-12-2022	Trinity Inclusion Limited	68,89,259	10	-	Conversion	6,88,92,590	-
18-07-2023	Trinity Inclusion Limited	41,00,000	10	-	Conversion	4,10,00,000	-
Total		**2,72,05,476**	**-**	**-**	**-**	**27,20,55,760**	-
07-12-2022	Nederlandse Financierings-Maatschappij Voor Ontwikkelingslanden N.V. (FMO)	1,02,48,243	10	105.38	Allotment	10,24,82,430.00	1,07,99,59,847.34
15-12-2022	Nederlandse Financierings-Maatschappij Voor Ontwikkelingslanden N.V. (FMO)	49,34,387	10	105.38	Allotment	4,93,43,870.00	51,99,85,702.06

Total		**1,51,82,630**	**-**	**-**		**15,18,26,300.00**	**1,59,99,45,549.40**
15-12-2022	Dhruv Kumar Khaitan	6,84,567	10	-	Conversion	68,45,670	-
Total		**6,84,567**	**-**	**-**	**-**	**68,45,670**	-
15-12-2022	Piyush Kumar Khaitan	6,84,567	10	-	Conversion	68,45,670	-
Total		**6,84,567**	**-**	**-**	**-**	**68,45,670**	-
15-12-2022	Arun Nayyar	97,827	10	-	Conversion	9,78,270	-
Total		**97,827**	**-**	**-**	**-**	**9,78,270**	-
18-07-2023	Plenitude Ventures Pvt Ltd	26,89,900	10	-	Transfer	2,68,99,000	-
Total		**26,89,900**	**-**	**-**	**-**	**2,68,99,000**	

Note:

*1.The Company vide Board resolution dated August 25, 2026, allotted 61,35,960 Pre Series E Compulsorily Convertible Preference Shares ("Pre Series E CCPS") having a face value of INR 10 (Indian Rupees Ten) each at an issue price of INR 61.93 including premium of INR 51.93 per Pre-Series E CCPS amounting up to INR 38,00,00,002 to Nederlandse Financierings-Maatschappij Voor Ontwikkelingslanden N.V. ("**FMO**") on Private placement basis.*

2.The Company vide Board resolution dated August 25, 2026, allotted 23,00,985 Pre Series E Compulsorily Convertible Preference Shares ("Pre Series E CCPS") having a face value of INR 10 (Indian Rupees Ten) each at an issue price of INR 61.93 including premium of INR 51.93 per Pre-Series E CCPS amounting up to INR 14,25,00,001 to Trinity Inclusion Limited on Private placement basis.

Details of allotments made by the Company in the last one year prior to the date of this Offer Letter for consideration other than cash and details of the consideration in each case.	NIL
Profits of the Company, before and after making provision for tax, for the 3 (three) financial years immediately preceding the date of circulation of this Offer Letter	

Financial year	Profit/loss Before Tax	Profit/loss after tax
2023-24 (audited)	95.33	71.37
2024-25 (audited)	12.12	9.02
2025-26 (audited)	(96.62)	(72.34)

<table>
<tr><td>Dividends declared by the Company in respect of the said 3 (three) financial years; interest coverage ratio for last three years (cash profit after tax plus interest paid/interest paid)</td><td>No dividend has been declared by the Issuer till the date of this private placement offer and application letter.
<table><tr><th>Year</th><th>2025-26</th><th>2024-25</th><th>2023-24</th></tr><tr><td>Interest Coverage Ratio</td><td>0.63</td><td>1.08</td><td>1.49</td></tr></table></td></tr>
<tr><td>A summary of the financial position of the Company as in the 3 (three) audited balance sheets immediately preceding the date of circulation of this Offer Letter</td><td>Please refer to Annexure VII herein below.</td></tr>
<tr><td>Audited Cash Flow Statement for the 3 (three) years immediately preceding the date of circulation of this Offer Letter</td><td>Please refer to Annexure IX herein below.</td></tr>
<tr><td>Any change in accounting policies during the last 3 (three) years and their effect on the profits and the reserves of the Company</td><td>There is no change in accounting policies during the last three years.</td></tr>
</table>

7.14 PART B (To be filed by the Applicant)

(i) Name:

(ii) Father's name/ Director's Name: _____

(iii) Complete Address including Flat / House Number, Street, Locality, Pin Code: _____

(iv) Phone number; if any: _____

(v) Email ID, if any: _____

(vi) PAN Number: _____and

(vii) Bank Account details: _____

(viii) Tick whichever is applicable:-

(a) The applicant is not required to obtain Government approval under the Foreign Exchange Management (Non-debt Instruments) Rules, 2019 prior to subscription of shares.- Yes

(b) The applicant is required to obtain Government approval under the Foreign Exchange Management (Non-debt Instruments) Rules, 2019 prior to subscription of shares and the same has been obtained and is enclosed herewith.- Not required

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

_____

Signature

_____

Initial of the Officer of the Company designated to keep the record

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

SECTION 8: OTHER INFORMATION AND APPLICATION PROCESS

The Debentures being offered as part of the Issue are subject to the provisions of the Act, the Memorandum and Articles of Association of the Issuer, the terms of the Disclosure Document(s), Application Form and other terms and conditions as may be incorporated in the Transaction Documents.

8.1 Mode of Transfer/Transmission of Debentures

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

8.2 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 electronic clearing services (ECS), real time gross settlement (RTGS), direct credit or national electronic fund transfer (NEFT) to those Debenture Holder(s) whose names appear on the list of beneficiaries provided by the R&T Agent to the Company. The names would be as per the R&T Agent' records on the relevant 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.

The Debentures since issued in electronic (dematerialized) form, will be governed as per the provisions of the Depository Act, 1996, 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 dematerialised form only.

8.3 Debenture Trustee for the Debenture Holder(s)

The Issuer has appointed Catalyst Trusteeship Limited to act as trustee for the Debenture Holder(s). The Issuer and the Debenture Trustee intends to enter into the Debenture Trustee Agreement and the Debenture Trust Deed *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 yield thereon and they will take necessary action, subject to and in accordance with the Debenture Trustee Agreement and the Debenture Trust Deed, 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 Debenture Trust Deed shall more specifically set out the rights and remedies of the Debenture Holder(s) and the manner of enforcement thereof.

8.4 Sharing of Information

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

8.5 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.

8.6 Modification of Debentures

The Debenture Trustee and the Issuer will agree to make any modifications in the Disclosure 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.

For the avoidance of doubt, the following matters require the consent of Majority Debenture Holders, either by providing their express consent in writing or by way of a resolution at a duly convened meeting of the Debenture Holders as set out below:

(a) Creating of any additional security; and
(b) Amendment to the terms and conditions of the Debentures or the Transaction Documents.

8.7 Right to accept or reject Applications

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

8.8 Notices

Any notice, in respect of the Debentures, may be served by the Issuer upon the Debenture Trustee/Debenture Holders in accordance with the terms of the Transaction Documents.

8.9 Issue

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

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

Details of size of the Issue including green shoe option, if any	Up to 4000 (Four Thousand) rated, listed, unsubordinated, secured, redeemable, transferable, taxable, non-convertible debentures each having a face value of INR 1,00,000/- (Indian Rupees One Lakh Only) aggregating to INR 40,00,00,000/- (Indian Rupees Forty Five Crores Only)
Bid opening and closing date	Bid opening date: September 28, 2026; and Bid closing date: September 28, 2026
Minimum Bid lot	100 (One Hundred) Debentures
Manner of bidding in the Issue	Closed Bidding
Manner of allotment in the Issue	The allotment will be done on Uniform Yield basis in accordance with EBP Guidelines.
Manner of settlement in the Issue	Pay-in of funds through ICCL.
Settlement cycle	T+1 i.e. where T refers to the date of bid opening date / issue opening date

Process flow of settlement:

Eligible Investors whose bids have been accepted by the Issuer and to whom a signed copy of this Disclosure Document(s) along with the Private Placement Offer Letter have been issued by the Issuer and who have submitted/shall submit the application form ("**Successful Bidders**"), shall make pay-in of subscription monies in respect of the Debentures towards the allocation made to them, into the bank account of the ICCL, the details of which are as set out below, on or before 10:30 a.m. on the Deemed Date of Allotment:

Name of Bank	HDFC BANK
IFSC Code	HDFC0000060
Account number	ICCLEB
Name of beneficiary	INDIAN CLEARING CORPORATION LIMITED

Name of Bank	ICICI Bank Ltd.
IFSC Code	ICIC0000106
Account number	ICCLEB
Name of beneficiary	INDIAN CLEARING CORPORATION LTD

Name of Bank	YES BANK
IFSC Code	YESB0CMSNOC
Account number	ICCLEB
Name of beneficiary	INDIAN CLEARING CORPORATION LTD

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

Beneficiary Name	NeoGrowth Credit Private Limited
Bank Account No.	609000289550
SWIFT Code	N.A.
IFSC Code	RATN0000088
Bank Name	RBL Bank Limited
Branch Address	One India Bulls Centre 3rd Floor, Mumbai - 400013

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

The applicant should transfer payments required to be made in any relation by EFT/RTGS, to the bank account of the Issuer as per the details mentioned in the Application Form.

8.10 Application Procedure

Potential investors will be invited to subscribe by way of the Application Form prescribed in the Disclosure Document during the period between the Issue Opening Date and the Issue Closing Date (both dates inclusive). Subject to the EBP Guidelines the Issuer reserves the right to change the Issue schedule including the Deemed Date of Allotment at its sole discretion, without giving any reasons. The Issue will be open for subscription during the banking hours on each day during the period covered by the Issue Schedule, and the procedure will be subject to the EBP Guidelines. Where an Eligible Investor is participating/bidding on the EBP platform through an arranger or a custodian, such Eligible Investor must follow, and must ensure that the arranger or a custodian representing it, follows, the procedure and the bidding threshold requirements prescribed under the EBP Guidelines.

8.11 Fictitious Applications

All fictitious applications will be rejected.

8.12 Basis of Allotment

Notwithstanding anything stated elsewhere, the Issuer reserves the right to accept or reject any application, in part or in full, without assigning any reason. Subject to the aforesaid, in case of over subscription, priority will be given to potential investors on a first come first serve basis. The allotment and settlement amount for the bidders shall be determined in accordance with the EBP Guidelines and the operational guidelines issued by the relevant EBP. The bids for the purposes allotment and settlement shall be arranged on a "price time priority" basis in accordance with the EBP Guidelines. If two or more bids made by Eligible Investors have the same coupon/ price/spread and time, then allotment shall be done on a "pro rata" basis. The Investors will be required to remit the funds as per the timelines prescribed above and submit the duly completed Application Form along with other necessary documents to Issuer by the Deemed Date of Allotment.

8.13 Payment Instructions

The Application Form should be submitted directly. The entire amount in respect of the Debentures is payable along with the making of an application. The pay–in of subscription monies in respect of the Debentures shall by the Successful Bidders shall be made in accordance with the procedure set out under Section 8.9 above.

8.14 Eligible Investors

The following categories of investors, when specifically approached and have been identified upfront, are eligible to apply for this private placement of Debentures subject to fulfilling their respective investment norms/rules and compliance with laws applicable to them by submitting all the relevant documents along with the Application Form ("**Eligible Investors**"):

(a) Individuals;

(b) Hindu Undivided Family;
(c) Trust;
(d) Limited Liability Partnership;
(e) Partnership Firm(s);
(f) Portfolio Managers registered with SEBI
(g) Association of Persons;
(h) Companies and Body Corporates including all Public Sector Undertakings;
(i) Commercial Banks;
(j) Regional Rural Banks;
(k) Financial Institutions;
(l) Insurance Companies;
(m) Mutual Funds;
(n) Foreign Portfolio Investors (FPIs) / Foreign Institutional Investors (FIIs) / sub-accounts of FIIs; and
(o) Any other investor eligible to invest in the Debentures.

All potential investors are required to comply with the relevant regulations/guidelines applicable to them for investing in this issue of Debentures.

Note: Participation by potential investors in the Issue may be subject to statutory and/or regulatory requirements applicable to them in connection with subscription to Indian securities by such categories of persons or entities. Applicants are advised to ensure that they comply with all regulatory requirements applicable to them, including exchange controls and other requirements. Applicants ought to seek independent legal and regulatory advice in relation to the laws applicable to them.

8.15 Procedure for Applying for Dematerialised Facility

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

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

(c) Debentures allotted to an applicant will be credited to the applicant's respective beneficiary account(s) with the DP.

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

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

(f) If incomplete/incorrect details are given under the heading "Details for Issue of Debentures in Electronic/Dematerialised Form" in the Application Form, it will be deemed to be an

incomplete application and the same may be held liable for rejection at the sole discretion of the Issuer.

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

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

8.16 Depository Arrangements

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

8.17 List of Beneficiaries

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

8.18 Application under Power of Attorney

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

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

8.19 Procedure for application by Mutual Funds and Multiple Applications

In case of applications by mutual funds and venture capital funds, a separate application must be made in respect of each scheme of an Indian mutual fund/venture capital fund registered with the

SEBI and such applications will not be treated as multiple application, provided that the application made by the asset management company/trustee/custodian clearly indicated their intention as to the scheme for which the application has been made.

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

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

8.20 Documents to be provided by Investors

Investors need to submit the following documents, as applicable:

(a) Memorandum and Articles of Association or other constitutional documents
(b) Resolution authorising investment
(c) Certified true copy of the Power of Attorney to custodian
(d) Specimen signatures of the authorised signatories
(e) SEBI registration certificate (for Mutual Funds)
(f) Copy of PAN card
(g) Application Form (including EFT/RTGS details)

8.21 Applications to be accompanied with Bank Account Details

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

8.22 Succession

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

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

8.23 Mode of Payment

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

8.24 Effect of Holidays

If any Coupon Payment Date(s) or Redemption Date(s) (other than when such date falls on a Final Redemption Date) falls on a day which is not a Business Day, the payment to be made on such date shall be made on the immediately succeeding Business Day.

If any due date on which any interest or additional interest is payable falls on a day which is not a Business Day, the payment to be made on such due date shall be made on the immediately succeeding Business Day.

If the Final Redemption Date (including the last Coupon Payment Date(s)) of the Debenture falls on a day which is not a Business Day, the payment of any amounts in respect of the Redemption Amounts and the Outstanding Amounts (including the last interest amount payment) to be made shall be made on the immediately preceding Business Day.

It is hereby clarified that any payments shall also be subject to the day count convention as per the SEBI Debt Listing Regulations.

8.25 Tax Deduction at Source

(a) **Tax gross up**

(i) All payments to be made by the Issuer to the Debenture Trustee and/or the Debenture Holders under the Debenture Documents shall be made free and clear of and without any Tax Deduction unless a Tax Deduction is required by Applicable Law.

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

(iii) If the Issuer is required to make a Tax Deduction, it shall make that Tax Deduction and any payment required in connection with that Tax Deduction within the time allowed.

(iv) Within 90 (ninety) days from the end of a financial year in which the Issuer has made either a Tax Deduction or any payment required in connection with that Tax Deduction, the Issuer shall deliver to the Debenture Holder entitled to the payment an original tax withholding or tax deduction certificate in respect of such Tax Deduction in the prescribed form, manner and timelines, evidencing that such Tax Deduction has been duly remitted to the appropriate authority.

(v) If the Issuer is unable to make a Tax Deduction or provide an original certificate in the prescribed form evidencing any Tax Deduction made (in accordance with sub-clause (iii) above), in relation to any amounts payable to the Debenture Holder in connection with the Issue or a Debenture Document, then the sum payable by the Issuer in respect of which such Tax Deduction is to be made shall be increased to the extent necessary to ensure that, after the making of the required Tax Deduction, the Debenture Holder receives and retains (free from any liability in respect of any such Tax Deduction) a net sum equal to the sum which it would have received and so retained had no such Tax Deduction been made or required to be made.

(b) **Indirect Tax**

(i) All amounts expressed to be payable in respect of the Debentures or under the Transaction Documents (including any cost or expenses to be reimbursed/

indemnified) by any Party to a Debenture Holder shall be deemed to be exclusive of any Indirect Tax.

(ii) If any Indirect Tax is chargeable on any amounts payable to a Debenture Holder, the amount of such Indirect Tax shall be added to such amounts.

(c) **Tax Indemnity**

(i) Without prejudice to Section 8.25 (a) (*Tax gross up*) and 8.25 (b) (*Indirect Tax*) hereinabove, if a Debenture Holder is required to make any payment of or on account of any future Tax (including Indirect Tax) on or in relation to any sum received or receivable or deemed to be received or receivable under the Debentures or the Transaction Documents or if any liability (including any increase in the liabilities) in respect of any such future Tax (including Indirect Tax) payment is asserted, imposed, levied or assessed against that Debenture Holder due to change in law, or regulation, or Tax notice or demand raised by the Tax authorities or any default by the Company on its Tax compliance obligations, or self-assessed Tax required to be paid under advice by a Debenture Holders' tax agent, the Company shall, within 5 (five) Business Days of demand by the Debenture Trustee on behalf of that Debenture Holder(acting on the instructions of that Debenture Holder), promptly indemnify that Debenture Holder against such payment or liability, together with any incidental Tax liability, interest, penalties, costs and expenses payable or incurred by that Debenture Holder in connection therewith.

(ii) If a Debenture Holder intends to make a claim under sub-clause (i) above, it shall notify the Debenture Trustee (who shall in turn notify the Company) of the event giving rise to the claim.

8.26 Letters of Allotment

The Debentures will be credited to the depository account of the Debenture Holder(s) with NSDL and CDSL, in dematerialised form, within a maximum of 1 (One) working day from the date of closure of the Issue. The initial credit in the account will be akin to the letter of allotment.

8.27 Deemed Date of Allotment

All the benefits under the Debentures will accrue to the Investor from the specified Deemed Date of Allotment. The Deemed Date of Allotment for the Issue is September 29, 2026 by which date the Investors would be intimated of allotment.

8.28 Record Date

The Record Date will be 15 (Fifteen) calendar days prior to any Payment Date.

8.29 Refunds

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

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

8.30 Application Money Interest Rate

Interest shall be payable on all application monies received at the Coupon Rate of 12.00% (twelve point zero zero Percent) from the date of realization of the receipt of funds in case of RTGS till one day prior to the date of allotment. The interest will be paid within 1 (One) Business Day from the Deemed Date of Allotment.

8.31 Pan Number

Every applicant should mention its Permanent Account Number ("**PAN**") allotted under Income Tax Act, 2025, on the Application Form and attach a self-attested copy as evidence. Application forms without PAN will be considered incomplete and are liable to be rejected.

8.32 Payment on Redemption

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

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

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

8.33 Details of Issuances in the previous financial year:

Sr.No.	Issue Size (Inclusive of Green Shoe Option)	Base Issue + Green Shoe Option	Green Shoe Option actually exercised	Month of Issue
NA	NA	NA	NA	NA

Disclaimer: Please note that only those persons to whom the Disclosure Document(s) has been specifically addressed are eligible to apply. However, an application, even if complete in all respects, is liable to be rejected without assigning any reason for the same. The list of documents provided above is only indicative, and an investor is required to provide all those documents / authorizations / information, which are likely to be required by the Issuer. The Issuer may, but is not bound to, revert to any investor for any additional documents / information, and can accept or reject an

application as it deems fit. Provisions in respect of investment by investors falling in the categories mentioned above are merely indicative and the Issuer does not warrant that they are permitted to invest as per extant laws, regulations, etc. Each of the above categories of investors is required to check and comply with extant rules/regulations/ guidelines, etc. governing or regulating their investments as applicable to them and the Issuer is not, in any way, directly or indirectly, responsible for any statutory or regulatory breaches by any investor, neither is the Issuer required to check or confirm the same.

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

SECTION 9: UNDERTAKING

The undertakings provided by the Issuer pursuant to the SEBI Debt Listing Regulations and the relevant SEBI circulars issued from time to time. The undertakings to the extent required to be set out in this Key Information Document are as follows:

(1) UNDERTAKING ON CREATION OF SECURITY PURSUANT TO REGULATION 48(2) OF THE SEBI DEBT LISTING REGULATIONS

The Issuer hereby undertakes that the assets on which charge is proposed to be created as security for any series of Debentures issued pursuant to the General Information Document and this Key Information Document for the issuance of Debentures shall be free from any encumbrances. The Issuer further undertakes that any such charge proposed to be created is a first ranking exclusive charge and therefore no permission or consent to create a second or pari-passu charge on the assets of the Issuer is required to be obtained from any creditor (whether or not existing) of the Issuer.

(2) DISCLOSURES PURSUANT TO CHAPTER II (*DUE DILIGENCE BY DEBENTURE TRUSTEES*) OF THE SEBI DEBENTURE TRUSTEES MASTER CIRCULAR DATED AUGUST 13, 2025

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

Movable assets comprising receivables from Client Loans provided by the Issuer.

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

No title deeds are applicable or available for movable assets comprising receivables from Client Loans provided by the Issuer over which security is proposed to be created by the Issuer. The details of the underlying loan agreements (if any) will be provided in accordance with the Hypothecation Agreement.

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

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

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

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

(i) Details of existing charge over the assets along with details of charge holders, value/ amount, copy of evidence of registration with Sub-registrar, Registrar of Companies, CERSAI, Information Utility (IU) registered with Insolvency and Bankruptcy Board of India (IBBI) etc. as applicable:

Not Applicable.

(ii) Consent/ No-objection certificate (NOC) from existing charge holders for further creation of charge on the assets or relevant transaction documents wherein existing charge holders have given conditional consent/ permission to the Issuer to create further charge on the assets, along-with terms of such conditional consent/ permission, if any:

Not Applicable.

(iii) Consent/ NOC from existing unsecured lenders, in case, negative lien is created by Issuer in favour of unsecured lenders:

Not Applicable.

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

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

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

(iii) List of assets of the guarantor including undertakings/ consent/ NOC as per para (d) and (e) above:

Not Applicable

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

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

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

(i) **Details of guarantor viz. holding/ subsidiary/ associate company etc**.: Not Applicable

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

(iii) **List of assets of the guarantor along-with undertakings/ consent/ NOC as per para 2.1(b) and 2.1(c) above**: Not Applicable

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

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

(vi) **Undertaking by the guarantor that the guarantee shall be disclosed as "contingent liability" in the "notes to accounts" forming part of the financial statements of the guarantor**: Not Applicable

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

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

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

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

(j) **Details of any other form of security being offered viz. Debt Service Reserve Account etc.**: Not Applicable.

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

(l) **Declaration**: The Issuer declares that any Debentures issued pursuant to the General Information Document and this Key Information Document shall be considered as

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

(m) **Terms and conditions of debenture trustee agreement including fees charged by debenture trustees(s)**: Please refer the consent letter of the Debenture Trustee and the Debenture Trustee Agreement executed in respect of the Debentures for terms and conditions of the appointment of the Debenture Trustee and fee of the Debenture Trustee.

(n) **Details of security to be created**: Please refer section named "*Security (Including description, type of security, type of charge, likely date of creation of security, minimum security cover, revaluation, replacement of security)*" in Section 2.1 (*Issue Details*) of this Key Information Document.

(o) **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 Master Circular for Debenture Trustee dated August 13, 2025. The due diligence broadly includes the following:

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

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

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

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

Even though the Debentures are to be secured to the extent of at least 100% of the principal 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.

(p) **Due diligence certificate by Debenture Trustee**: Enclosed as Annexure VI of this Key Information Document.

For **NEOGROWTH CREDIT PRIVATE LIMITED**

Authorised Signatory
Name: Arun Kumar Nayyar
Title: Managing Director & CEO
DIN: 06804277

Place: Mumbai
Date: 28/09/2026

Authorised Signatory
Name: Deepak Nath Goswami
Title: Executive Director & CFO
DIN: 11488491

Place: Mumbai
Date: 28/09/2026

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

SECTION 10: DECLARATION

The persons authorized by the Company hereby confirm and declare that:

a. the Company has complied 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, including the compliances in relation to making a private placement of the Debentures;

b. the compliance with the Acts and the rules and regulations does not imply that payment of dividend or interest or repayment of non-convertible securities, is guaranteed by the Central Government;

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

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

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

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

I am authorized by the Board of Directors of the Company vide resolution dated May 07, 2026, read with the resolution passed by the Resource and Mobilization Committee of the Board of Directors dated September 16, 2026 to sign and attest this form 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 the Disclosure Document has been suppressed or concealed and is as per the original records maintained by the promoters subscribing to the Memorandum of Association and Articles of Association.

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

For **NeoGrowth Credit Private Limited**

Authorised Signatory
Name: Arun Kumar Nayyar
Title: Managing Director & CEO
DIN: 06804277
Date: 28/09/2026

Authorised Signatory
Name: Deepak Nath Goswami
Title : Executive Director & CFO
DIN: 11488491
Date: 28/09/2026

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

SECTION 11: SPECIFIC RISK FACTORS

The following are the risks relating to the Company, the Debentures and the market in general envisaged by the management of the Company. Potential Investors should carefully consider all the risk factors stated in this Private Placement Offer cum Application Letters for evaluating the Company and its business and the Debentures before making any investment decision relating to the Debentures. The Company believes that the factors described below represent the principal risks inherent in investing in the Debentures. Potential Investors should also read the detailed information set out elsewhere in this Private Placement Offer cum Application Letters and reach their own views prior to making any investment decision.

GENERAL RISKS

11.1 RISKS IN RELATION TO THE NON-CONVERTIBLE SECURITIES:

(a) Repayment is subject to the credit risk of the Issuer.

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

(b) The secondary market for non-convertible securities may be illiquid.

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

(c) Credit Risk & Rating Downgrade Risk

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

(d) Changes in interest rates may affect the price of Debentures**.**

All securities where a fixed rate of interest is offered, such as this Issue, are subject to price risk. The price of such securities will vary inversely with changes in prevailing interest rates, i.e. when interest rates rise, prices of fixed income securities fall and when interest rates drop, the prices increase. The extent of fall or rise in the prices is a function of the existing coupon, days to maturity and the increase or decrease in the level of prevailing interest rates.

Increased rates of interest, which frequently accompany inflation and/or a growing economy, are likely to have a negative effect on the pricing of the Debentures.

(e) Tax Considerations and Legal Considerations:

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

(f) Accounting Considerations:

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

(g) Material changes in regulations to which the Issuer is subject could impair the Issuer's ability to meet payment or other obligations.

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

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

(d) Security may be insufficient to redeem the Debentures

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

Fluctuations in the market values of the assets over which security has been provided in respect of loans provided by the Issuer could affect the Issuer's liquidity and reduce the Issuer's ability to enforce the security, which could adversely affect the Issuer's result of operations and financial condition. The Issuer may not accurately identify changes in the value of assets over which security has been provided caused by changes in market prices, and the Issuer's assessments, assumptions or estimates may prove inaccurate.

Further, while the Debentures are secured against a charge to the tune of at least 100% (one hundred percent) of the principal and interest amount in favour of the Debenture Trustee, and it is the duty of the Debenture Trustee to monitor that the security is maintained,

however, the possibility of recovery of 100% (one hundred percent) of the amount shall depend on the market scenario prevalent at the time of enforcement of the security.

(e) **LEGALITY OF PURCHASE**

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

(f) **POLITICAL AND ECONOMIC RISK IN INDIA**

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

11.3 RISKS RELATED TO THE BUSINESS OF THE ISSUER

(a) ***Majority of the Issuer's loans are unsecured and the clients of these loans may be of high/medium risk category and if the Issuer is unable to control the level of non-performing loans ("NPAs") in the future, or if the Issuer's loan loss reserves are insufficient to cover future loan losses, the financial condition and results of operations may be materially and adversely affected.***

A majority of the Issuer's loan are in form of unsecured loans and the clients of these loans are of medium risk category.

The Issuer has various procedures and process controls in place to mitigate the risk.

As at March 31, 2026, the gross NPA was INR 118.99 Crores on a portfolio (principal outstanding balance) of INR 2,060.05 Crores.

(a) ***The Issuer cannot assure that it will be able to effectively control and reduce the level of the NPAs of its Client Loans. The amount of its reported NPAs may increase in the future as a result of growth of Client Loans, and also due to factors beyond its control, such as over-extended member credit that it is unaware of. If the Issuer is unable to manage NPAs or adequately recover its loans, the results of its operations will be adversely affected.***

The current loan loss reserves of the Issuer may not be adequate to cover an increase in the amount of NPAs or any future deterioration in the overall credit quality of Client Loans. As a

result, if the quality of its total loan portfolio deteriorates the Issuer may be required to increase its loan loss reserves, which will adversely affect its financial condition and results of operations.

The members are poor and, as a result, might be vulnerable if economic conditions worsen or growth rates decelerate in India, or if there are natural disasters such as floods and droughts in areas where the Issuer's members live. Moreover, there is no precise method for predicting loan and credit losses, and the Issuer cannot assure that its monitoring and risk management procedures will effectively predict such losses or that loan loss reserves will be sufficient to cover actual losses. If the Issuer are unable to control or reduce the level of its NPAs or poor credit quality loans, its financial condition and results of its operations could be materially and adversely affected.

(b) ***The Issuer's business operates through a large number of urban branches and is exposed to operational risks including fraud***

The Issuer is exposed to operational risks, including fraud, petty theft and embezzlement, as it handles a large amount of cash due to high volume of small transactions. This could harm its operations and its financial position.

As the Issuer handles a large amount of cash through a high volume of small transactions taking place in its network, the Issuer is exposed to the risk of fraud or other misconduct by its employees or outsiders. These risks are further compounded due to the high level of delegation of power and responsibilities that the Issuer's business model requires. Given the high volume of transactions processed by the Issuer, certain instances of fraud and misconduct may go unnoticed before they are discovered and successfully rectified. Even when the Issuer discovers such instances of fraud or theft and pursue them to the full extent of the law or with its insurance carriers, there can be no assurance that the Issuer will recover any such amounts. In addition, the Issuer's dependence upon automated systems to record and process transactions may further increase the risk that technical system flaws or employee tampering or manipulation of those systems will result in losses that are difficult to detect.

The Issuer maintains an internal audit process to ensure the operations team follows the defined procedures and reports any deviations to the operations staff and management team. The Issuer also has a strong MIS system that has a wide range of data that can be used to monitor financial and operational performance.

To mitigate the above risk, the Issuer maintains an internal audit process to ensure the operations team follows the defined procedures and reports any deviations to the operations staff and management team. The Issuer also has a MIS system able to generate data analysis that can be used to monitor financial and operational performance.

(c) ***The Issuer is exposed to certain political, regulatory and concentration of risks***

Due to the nature of its operations, the Issuer is exposed to political, regulatory and concentration risks. The Issuer believes a mitigant to this is to expand its geographical reach and may consequently expand its operations other states. If it is not effectively able to manage such operations and expansion, it may lose money invested in such expansion, which could adversely affect its business and results of operations.

Large scale attrition, especially at the senior management level, can make it difficult for the Issuer to manage its business.

If the Issuer is not able to attract, motivate, integrate or retain qualified personnel at levels of experience that are necessary to maintain the Issuer's quality and reputation, it will be difficult for the Issuer to manage its business and growth. The Issuer depends on the services of its executive officers and key employees for its continued operations and growth. In particular, the Issuer's senior management has significant experience in the microfinance, banking and financial services industries. The loss of any of the Issuer's executive officers, key employees or senior managers could negatively affect its ability to execute its business strategy, including its ability to manage its rapid growth. The Issuer's business is also dependent on its team of personnel who directly manage its relationships with its members. The Issuer's business and profits would suffer adversely if a substantial number of such personnel left the Issuer or became ineffective in servicing its members over a period of time. The Issuer's future success will depend in large part on its ability to identify, attract and retain highly skilled managerial and other personnel. Competition for individuals with such specialized knowledge and experience is intense in this industry, and the Issuer may be unable to attract, motivate, integrate or retain qualified personnel at levels of experience that are necessary to maintain its quality and reputation or to sustain or expand its operations. The loss of the services of such personnel or the inability to identify, attract and retain qualified personnel in the future would make it difficult for the Issuer to manage its business and growth and to meet key objectives.

(d) ***The Issuer's business and results of operations would be adversely affected by strikes, work stoppages or increased wage demands by employees***

The employees are not currently unionized. However, there can be no assurance that they will not unionize in the future. If the employees unionize, it may become difficult to maintain flexible labour policies, and could result in high labour costs, which would adversely affect the Issuer's business and results of operations.

(e) ***The Issuer's insurance coverage may not adequately protect it against losses. Successful claims that exceed its insurance coverage could harm the Issuer's results of operations and diminish its financial position***

There are various types of risks and losses for which the Issuer does not maintain insurance, such as losses due to business interruption and natural disasters, because they are uninsurable. A successful assertion of such large claims against the Issuer that exceeds it's available insurance coverage or results in changes in its insurance policies, including premium increases or the imposition of a larger deductible or co-insurance requirement, could adversely affect the Issuer's business, financial condition and results of operations. Such risks are normally minimized through strong Risk Management practices of the Company.

(f) ***Issuer requires certain statutory and regulatory approvals for conducting business and failure to obtain or retain them in a timely manner, or at all, may adversely affect operations.***

NBFCs in India are subject to strict regulation and supervision by the RBI. Pursuant to guidelines issued by the RBI (circular dated August 3, 2012 and RBI NBFC Master Directions) the Issuer is required to maintain its status as a NBFC in order to be eligible for categorization

as priority sector advance for bank loans. The Issuer requires certain approvals, licenses, registrations and permissions for operating its business, including registration with the RBI as a NBFC. Further, such approvals, licenses, registrations and permissions must be maintained/renewed over time, applicable requirements may change and the Issuer may not be aware of or comply with all requirements all of the time. Additionally, the Issuer may need additional approvals from regulators to introduce new insurance and other fee based products to its members. In particular, the Issuer is required to obtain a certificate of registration for carrying on business as a NBFC that is subject to numerous conditions. In addition, its branches are required to be registered under the relevant shops and establishments laws of the states in which they are located. The shops and establishments laws regulate various employment conditions, including working hours, holidays and leave and overtime compensation. If the Issuer fails to obtain or retain any of these approvals or licenses, or renewals thereof, in a timely manner, or at all, its business may be adversely affected. If the Issuer fails to comply, or a regulator claims that it has not complied, with any of these conditions, the Issuer's certificate of registration may be suspended or cancelled and it shall not be able to carry on such activities. If the Issuer fails to comply with the RBI NBFC Directions and fails to maintain the status of NBFC, it will not be eligible for priority sector loans from the Indian banking sector and may also attract penal provisions under the RBI Act, 1934 for non-compliance.

(g) ***Economic Risk in India:***

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

11.4 IN CASE OF OUTSTANDING DEBT INSTRUMENTS OR DEPOSITS OR BORROWINGS, ANY DEFAULT IN COMPLIANCE WITH THE MATERIAL COVENANTS SUCH AS CREATION OF SECURITY AS PER TERMS AGREED, DEFAULT IN PAYMENT OF INTEREST, DEFAULT IN REDEMPTION OR REPAYMENT, NON-CREATION OF DEBENTURE REDEMPTION RESERVE, DEFAULT IN PAYMENT OF PENAL INTEREST WHEREVER APPLICABLE

Due to the market conditions, there have been certain breaches in the covenants listed in the financing agreements entered into by the Company. These breaches have been disclosed by the Company to the prospective Applicants. However, the Company has not defaulted in its payment or security creation obligations thereunder.

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ANNEXURE I: FORMAT OF APPLICATION FORM

NEOGROWTH CREDIT PRIVATE LIMITED ("**Issuer**" / "**Company**")



NEOGROWTH CREDIT PRIVATE LIMITED
A public limited company incorporated under the Companies Act, 1956
Date of Incorporation: May 17, 1993
Registered Office: Times Square, Tower E, 9th Floor, Andheri Kurla Road, Marol, Andheri East, Mumbai, Maharashtra - 400059, India
Telephone: 022-4921 9999
Website: https://www.neogrowth.in/

DEBENTURE SERIES APPLICATION FORM SERIAL NO.									

ISSUE OF UP TO 4500 (FOUR THOUSAND FIVE HUNDRED) SENIOR, SECURED, LISTED, RATED, TAXABLE, TRANSFERABLE, REDEEMABLE, NON-CONVERTIBLE DEBENTURES EACH HAVING A FACE VALUE OF INR 1,00,000/- (INDIAN RUPEES ONE LAKH ONLY) AGGREGATING TO INR 45,00,00,000/- (INDIAN RUPEES FORTY FIVE CRORES ONLY) ("DEBENTURES"), ON A PRIVATE PLACEMENT BASIS (THE "ISSUE").

DEBENTURE SERIES APPLIED FOR:

Number of Debentures: _____In words: _____-only
Amount INR_____/-In words Rupees :_____Only

DETAILS OF PAYMENT:

Cheque / Demand Draft / RTGS
No. _____ Drawn on_____

Funds transferred to NeoGrowth Credit Private Limited
Dated _____

Total Amount Enclosed
(In Figures) Rs._/- (In words) _Only

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

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APPLICANT'S ADDRESS

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

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

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 Disclosure Document 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 and CDSL**
DEPOSITORY PARTICIPANT NAME	
DP-ID	
BENEFICIARY ACCOUNT NUMBER	
NAME OF THE APPLICANT(S)	

Applicant Bank Account:	

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

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

(Note: Cheque and Drafts are subject to realisation)

We understand and confirm that the information provided in the Disclosure 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.

The Issuer understands and accepts that the Applicants' intention to subscribe to the Issue is subject to (i) the absence of material adverse changes in the availability of currency hedging accessible to it between the Issue Opening Date and the Pay-in Date and/or (ii) the hedging price being acceptable to the Applicants.

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.

We understand that we are assuming on our own account, all risk of loss that may occur or be suffered by us including as to the returns on and/or the sale value of the Debentures. We undertake that upon sale or transfer to subsequent investor or transferee ("**Transferee**"), we shall convey all the terms and conditions contained herein and in this Disclosure Document to such Transferee. In the event of any Transferee (including any intermediate or final holder of the Debentures) suing the Issuer (or any person acting on its or their behalf) we shall indemnify the Issuer and also hold the Issuer and each such person harmless in respect of any claim by any Transferee.

Applicant's
Signature

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

(Note : Cheque and Drafts are subject to realisation)

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

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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

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ANNEXURE II: ILLUSTRATION OF BOND CASH FLOWS

Illustration of Bond Cash Flows	
Company	NeoGrowth Credit Private Limited
Face Value (per security)	Rs. 1,00,000/- (Rupees One Lakh only)
Issue Date / Date of Allotment	Issue Opening Date: September 28, 2026 Deemed Date of Allotment: September 29, 2026
Maturity Date / Final Redemption Date	June 29, 2028
Coupon Rate	Subject to paragraph on "***Step Up / Step Down Coupon Rate***" under Section 2.1 of the Key Information Document, 12.00% (Twelve point zero zero per cent) per annum compounded monthly payable quarterly.
Frequency of the Coupon Payment with specified dates	Coupon payable quarterly on the Coupon Payment Date(s) (subject to adjustments for day count convention in accordance with the SEBI Debt Listing Regulations).
Day Count Convention	Actual / Actual

PART A:
INTEREST PAYMENT DATES

Sr. No.	Date	Interest
1.	29-12-2026	1,19,67,120
2.	29-03-2027	1,18,25,200
3.	29-06-2027	1,20,65,560
4.	29-09-2027	1,20,65,560
5.	29-12-2027	1,19,34,440
6.	29-03-2028	79,56,280
7.	29-06-2028	40,32,880

PART B:
REDEMPTION SCHEDULE

Date	Opening	Repay	Closing	Interest	Bond Cash flow
29-12-2026	40,00,00,000.00	-	40,00,00,000.00	1,19,67,120	1,19,67,120
29-03-2027	40,00,00,000.00	-	40,00,00,000.00	1,18,25,200	1,18,25,200
29-06-2027	40,00,00,000.00	-	40,00,00,000.00	1,20,65,560	1,20,65,560

29-09-2027	40,00,00,000.00	-	40,00,00,000.00	1,20,65,560	1,20,65,560
29-12-2027	40,00,00,000.00	13,33,33,320.00	26,66,66,680.00	1,19,34,440	14,52,67,760
29-03-2028	26,66,66,680.00	13,33,33,320.00	13,33,33,347.00	79,56,280	14,12,89,600
29-06-2028	13,33,33,360.00	13,33,33,360.00	-	40,32,880	13,73,66,240

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ANNEXURE III: RATING RATIONALE AND RATING LETTER

RATING RATIONALE

Attached Separately

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

RATING LETTER

Attached Separately

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ANNEXURE IV: DEBENTURE TRUSTEE CONSENT LETTER AND FEE LETTER

EXECUTED COPY OF THE DEBENTURE TRUSTEE AGREEMENT:

Attached Separately

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

ANNEXURE V: IN-PRINCIPLE APPROVAL RECEIVED FROM BSE

Attached Separately

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

ANNEXURE VI: DUE DILIGENCE CERTIFICATE

Attached Separately

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

ANNEXURE VII: FINANCIAL POSITION OF THE COMPANY FOR THE LAST 3 (THREE) FINANCIAL YEARS AND THE UNAUDITED FINANCIAL STATEMENTS OF THE COMPANY FOR A FIRST QUARTER PERIOD OF JUNE 30, 2026

Attached Separately

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

ANNEXURE VIII: RELATED PARTY TRANSACTIONS ENTERED DURING THE LAST 3 (THREE) FINANCIAL YEARS IMMEDIATELY PRECEDING THE YEAR OF ISSUE OF THE PRIVATE PLACEMENT OFFER CUM APPLICATION LETTER AND CURRENT FINANCIAL YEAR

(Rs. In Lakhs)

Transactions	31-03-2026	31-03-2025	31-03-2024
For infrastructure maintenance charges recovered	-	-	8.85
Interest Expense	-	-	123.97
Professional fees	151.50	129.84	134
Remuneration	760.64	858.03	895.11
Compulsorily Convertible Debentures (CCD)	-	-	-
CCD converted into CCPS	-	-	3,075

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ANNEXURE IX: AUDITED CASH FLOW STATEMENT FOR THE THREE YEARS IMMEDIATELY PRECEDING THE DATE OF CIRCULATION OF OFFER LETTER

Attached Separately

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ANNEXURE X: CONSENT LETTER FROM THE REGISTRAR AND TRANSFER AGENT

Attached Separately

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

ANNEXURE XI: BOARD RESOLUTION AND COMMITTEE RESOLUTION

Attached Separately

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

ANNEXURE XII: SHAREHOLDERS RESOLUTION

Attached Separately