**Reference No.: 2026-27/01**
**Addressed to: P K More and HUF,**
**Sunrise Gilts & Securities Private Limited,**
**Barun More HUF,**
**Capri Global Capital Limited and/or other Investors**

**Date:** 15th June, 2026

# KEY INFORMATION DOCUMENT
# (FOR PRIVATE PLACEMENT)

A private limited company incorporated under the Companies Act, 2013

Key Information Document for issue of Debentures on a private placement basis dated: 15th June, 2026.

Monedo

| | |
|---|---|
| **Corporate Identification Number (CIN):** U65100MH2017PTC294521<br>**Permanent Account Number (PAN):** AAGCK5748Q<br>**Date of Incorporation:** May 1, 2017<br>**Place of Incorporation:** Mumbai<br>**Registration number issued by the relevant regulator:** N-13.02277<br>**Website:** https://www.monedo.in/<br>**Telephone No.**: +91 226817 3300 | **Registered and Corporate Office:** 7th Floor, Part A, Corporate Centre, Andheri Kurla Road, Andheri (East), J.B. Nagar, Mumbai, Mumbai, Maharashtra, India, 400059<br>**Email:** compliance@monedo.in |

**Key information document for issue of Debentures in conformity with the Securities and Exchange Board of India (Issue and Listing of Non-Convertible Securities) Regulations, 2021 as amended from time to time, the Master Circular issued by Securities Exchange Board of India vide circular number SEBI/HO/DDHS/DHS-PoD/P/CIR/2025/0000000137 dated October 15, 2025, as amended from time to time, and the Securities and Exchange Board of India (Listing Obligations And Disclosure Requirements) Regulations, 2015, as amended from time to time**

**ISSUE OF UP TO 5500 (FIVE THOUSAND FIVE HUNDRED), LISTED, RATED, SENIOR, SECURED, TRANSFERABLE, REDEEMABLE, NON-CONVERTIBLE DEBENTURES DENOMINATED IN INDIAN RUPEES ("INR"), HAVING A FACE VALUE OF INR 1,00,000 (INDIAN RUPEES ONE LAKH ONLY) EACH, CONSTITUTING A BASE ISSUE OF INR 25,00,00,000 (INDIAN RUPEES TWENTY FIVE CRORE ONLY) AND AN ADDITIONAL GREEN SHOE OPTION OF INR 30,00,00,000 (INDIAN RUPEES THIRTY CRORE ONLY), AGGREGATING UP TO A TOTAL FACILITY SIZE OF INR 55,00,00,000 (INDIAN RUPEES FIFTY FIVE CRORES ONLY).**

**AT PAR, IN DEMATERIALISED FORM ON A PRIVATE PLACEMENT BASIS ("THE ISSUE") BY MONEDO FINANCIAL SERVICES PRIVATE LIMITED (THE "COMPANY" OR "ISSUER") UNDER THE GENERAL INFORMATION DOCUMENT DATED JUNE 10, 2026 ("GENERAL INFORMATION DOCUMENT") AS AMENDED / SUPPLEMENTED FROM TIME TO TIME.**

**Certain details of the Debentures are as follows:**

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

The Rating Agency has assigned a rating of "IndRa BBB-/Stable" (pronounced as "India Ratings Triple B Minus Stable") rating to the captioned Issue.

**Date of Rating Letters:** May 15, 2026
**Date of Press Release of Ratings:** May 15, 2026
**Press Release and Rating Rationale:** Please refer Annexure II of this Key Information Document.
**Declaration:** The rating mentioned above is valid as on the date of issuance and listing of this Issue.

(b) **Listing**: The Debentures issued under this Key Information Document are proposed to be listed on the WDM of the Stock Exchange. within such timelines as prescribed under Applicable Law. The in-principle approval obtained by the Issuer from the Stock Exchange has been disclosed in Annexure IX of the General Information Document. The Issuer has maintained the Recovery Expense Fund with the Stock Exchange (as applicable) (Please refer Section 6 (*Issue Details*) of this Key Information Document for more details).

(c) **Eligible Investors**: Please refer Section 8.14 of the General Information Document.

(d) **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 Debentures under this Key Information Document are being issued on private placement basis under Section 42 of Companies Act, 2013.

(e) **Details about underwriting of the Issue including the amount undertaken to be underwritten by the underwriters:** NA.

(f) This issue of Debentures does not form part of non-equity regulatory capital mentioned under Chapter V of the SEBI NCS Regulations.

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

**ISSUE SCHEDULE**

| Issue Opening Date | Issue Closing Date | Pay-In Date | Deemed Date of Allotment |
|---|---|---|---|
| 18th June, 2026 | 18th June, 2026 | 18th June, 2026 | 19th June, 2026 |

The Issuer reserves the right to change the Issue programme including the Deemed Date of Allotment at its sole discretion in accordance with the timelines specified in the SEBI NCD Regulations read with SEBI Listed NCDs Master Circular without giving any reasons or prior notice. The Issue will be open for bidding as per bidding window that would be communicated through BSE BOND EBP Platform.

| Interest Rate | Interest Payment Frequency | Redemption Date | Redemption Amount |
|---|---|---|---|
| 13.70% | Monthly | 19th July, 2027 | **As per Section 5 of this Key Information Document** |

**KEY OFFICERS OF THE ISSUER**

| Compliance Officer | Company Secretary | Chief Financial Officer | Promoters |
|---|---|---|---|
| Mr. Pranabh Kapoor<br>**Telephone Number**: +91 9899597917 | Mr. Pranabh Kapoor<br>**Telephone Number**: +91 9899597917 | Mr. Rakesh Ganti<br>**Telephone Number**: +91 9833449955 | Mr. Ashish Kohli<br>**Telephone Number**: +91 8879171199 |

| | | | |
|---|---|---|---|
| **Email**: pranabh.kapoor@monedo.in | **Email**: pranabh.kapoor@monedo.in | **Email**: rakesh.ganti@monedo.in | **Email**: ashish.kohli@monedo.in |

**DETAILS OF STAKEHOLDERS**

| **Debenture Trustee** | **Registrar** | **Rating Agency** | **Statutory Auditors** |
|---|---|---|---|
| **Name**: Catalyst Trusteeship Limited **Address**: 901, 9th Floor, Tower-B, Peninsula Business Park, Senapati Bapat Marg, Lower Parel (W), Mumbai – 400013, Maharashtra, India **Contact Person**: Mr. Umesh Salvi (Managing Director). **Email**: ComplianceCTL-Mumbai@ctltrustee.com **Website**: https://catalysttrustee.com/ | **Name**: NSDL Database Management Limited **Address**: 4th Floor, Tower 3, One International Center, Senapati Bapat Marg, Prabhadevi, Mumbai - 400 013 **Tel**: +91 9870455759 **Contact Person**: Sachin V. Shinde **Email**: Sachin.Shinde@ndml.in **Website**: https://ndml.in/ | **Name**: India Ratings and Research Private Limited **Address**: Wockhardt Towers, 4th Floor, West Wing, Bandra Kurla Complex, Bandra East, Mumbai, 400051, Maharashtra, India **Tel**: +91 9820544966 **Contact Person**: Mr. Manoj Mishra **Email:** manoj.mishra@indiaratings.co.in **Website**: https://www.indiaratings.co.in/ | **Name**: M R B & Associates **Address**: A-102,1st Floor, Shraddha Heights, Telly Gully, Andheri (E), Mumbai 400069 **Email**: manish.b@mrbassociates.com **Telephone Number**: +91 9987030175 **Contact Person**: Manish Bohra **Website**: https://mrbassociates.com/ Peer Review Certificate Number: 016486 |

## BACKGROUND

This Key Information Document dated 15th June, 2026 for issuance of up to 5,500 (Five Thousand Five Hundred) listed, rated, senior, secured, transferable, redeemable, non-convertible debentures denominated in INR, having a face value of INR 1,00,000 (Indian Rupees One Lakh Only) each and an aggregate nominal value of INR 55,00,00,000 (Indian Rupees Fifty Five Crores Only)**("Debentures")** comprising: of a Base Issue of INR 25.00 Crore only (Indian Rupee Twenty-Five Crore Only) plus a Green Shoe Option of INR 30.00 Crore (Indian Rupee Thirty Crore Only), aggregating up to a maximum of INR 55.00 Crore. at par**,** in dematerialised form on a private placement basis to certain identified investors ("**Issue**") ("**Key Information Document**"), is issued in terms of and pursuant to the General Information Document dated 10th June, 2026. All the terms, conditions, information and stipulations contained in the General Information Document, unless the context states otherwise or unless specifically stated otherwise, are incorporated herein by reference as if the same were set out herein. Investors are advised to refer to the same to the extent applicable. This Key Information Document must be read in conjunction with the General Information Document.

This Key Information Document contains details of these Debentures and details in respect of: (i) the offer of non-convertible securities in respect of which the Key Information Document is being issued (ii) any financial information of the Issuer if such information provided in the General Information Document is more than six months old; (iii) any material changes in the information provided in the General Information Document; and (iv) any material developments which are not disclosed in the General Information Document relevant to the offer of non-convertible securities in respect of which this Key Information Document is being issued. Accordingly, set out below are the updated financial information / particulars / changes in the particulars set out under the General Information Document, which additional / updated 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.

The provisions contained in this Key Information Document shall be read together with the provisions contained in the Transaction Documents (including Debt Disclosure Documents) and/or any other agreement entered into amongst the Company, Guarantors, Debenture Trustee and/or the Debenture Holder(s). In case of any inconsistency between the terms of this Key Information Document and the General Information Document, the terms of the Key Information Document shall prevail. In case of any inconsistency in terms of this Key Information Document and/or any other Transaction Documents executed in respect of the Debentures, the terms as set out in Debenture Trust Deed shall prevail. Capitalised terms used herein but not defined shall have the same meanings as accorded to the terms in the General Information Document and/ or other Transaction Documents.

Pursuant to the resolutions passed by the Company's shareholders dated June 8, 2026 under Section 42 of the Companies Act, the Company has been authorised to raise funds upon such terms and conditions as the Board of Directors may think fit for aggregate amounts not exceeding INR 55,00,00,000 (Indian Rupees Fifty Five Crores Only). The present issue of Debentures in terms of this Key Information Document is within the overall powers of the Board of Directors as per the above shareholder resolution(s).

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

## ELECTRONIC BOOK MECHANISM AND DETAILS PERTAINING TO THE UPLOADING THE PLACEMENT MEMORANDUM ON THE ELECTRONIC BOOK PROVIDER PLATFORM.

**This Issue, offer and subscription to the Debentures constituting the relevant Series may be made by the Eligible Investors through the electronic book mechanism as prescribed by SEBI and the Stock Exchange 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 herein below:**

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| **Issue composition – Details of size of the Issue including green shoe option, if any** | Issue of up to 5500 (Five Thousand Five Hundred) listed, rated, senior, secured, transferable, redeemable, non-convertible debentures denominated in INR, having a face value of INR 1,00,000 (Indian Rupees One Lakh Only) each and an aggregate nominal value of INR 55,00,00,000 (Indian Rupees Fifty Five Crores Only) Debentures comprising:<br><br>(a) 2500 (Two Thousand Five Hundred) Debentures having aggregate nominal value of INR 25,00,00,000 (Indian Rupees Twenty Five Crore) as primary issuance; and<br><br>(b) 3000 (Three thousand) Debentures having aggregate nominal value of INR 30,00,00,000 (Indian Rupees Thirty Crore) as green shoe option,<br><br>at par, in dematerialised form on a private placement basis to certain identified investors. |
| **Interest Rate Parameter** | Fixed |
| **Bid opening and closing date** | 18th June, 2026 |
| **Minimum Bid lot** | One Debenture bearing face value of INR 1,00,000 (Indian Rupees One Lakh) each and in multiples of one Debenture thereafter as per applicable law. |
| **Manner of bidding in the Issue** | Closed |
| **Manner of allotment in the Issue** | Uniform Yield Allotment |
| **Manner of settlement in the Issue** | ICCL |
| **Trading Lot Size** | The minimum application size for the Issue shall be 1 (one) Debenture and in multiples of 1 (one) Debenture thereafter. |
| **Anchor Portion and Anchor Investors** | [●] |
| **Settlement cycle [T+1/ T+2] where T refers to the date of bidding/ issue day** | T+1 |

**NON-APPLICABILITY DISCLAIMER**

The issue of Debentures under this Key Information Document does not form part of non-equity regulatory capital mentioned under Chapter V (*Issuance and Listing of perpetual debt instruments, perpetual non-cumulative preference shares and similar instruments*) of SEBI NCS Regulations and Chapter XIII (*Issuance, Listing and Trading Non-Equity Regulatory Capital*) SEBI Listed NCDs Master Circular read together with SEBI circular no. SEBI/HO/DDHS/DDHS-RACPOD1/P/CIR/2023/027 dated February 8, 2023 on "*Clarification w.r.t. issuance and listing of perpetual debt instruments, perpetual non-cumulative preference shares and similar instruments under Chapter V of the SEBI (Issue and Listing of Non-Convertible Securities) Regulations, 2021*". The face value of each Debenture issued on private placement basis for respective 'Security Name' shall be as per 'Face Value' as mentioned under Section 6 (Issue Details) below.

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## SECTION 1: DEFINITIONS AND ABBREVIATIONS

Unless the context otherwise indicates or requires, the following terms shall have the meanings given below in this Key Information Document and capitalised terms used but not defined herein shall have the meaning ascribed to them in the Debenture Trust Deed or the Deed of Hypothecation.

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| 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. |
| Additional Interest | means Payment Default Interest, Covenant Breach Default Interest, Reporting Covenants Default Interest, Security Default Interest, and Delay Default Interest collectively or any one of them as the context may require. |
| Applicable Law | means all applicable statutes, enactments or acts of any legislative body in India, laws, ordinances, rules, bye-laws, regulations, notifications, guidelines, policies, directions, directives and orders of any Governmental Authority and any modifications or re-enactments thereof. |
| 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). |
| Applicant | means a person who has submitted a completed Application Form to the Company. |
| Application Form | means the application form in the Debt Disclosure Documents and is the form annexed to the General Information Document and marked as **Annexure IV**. |
| Application Money | means the subscription amounts paid by the Debenture Holder(s) at the time of submitting the Application Form. |
| Assets | means, for any date of determination, the assets of the Company on such date as the same would be determined in accordance with the Applicable Accounting Standards. |
| AUM or Assets Under Management | means the total Loans of the Company after technical write-off. |
| ALM | means asset liability management. |
| Board / Board of Directors | means the Board of Directors of the Issuer. |
| BSE | means BSE Limited., a company incorporated under the Companies Act, 1956 and validly existing under the Companies Act, 2013 with CIN as L67120MH2005PLC155188 and having its registered office at 25th floor, P.J. Towers, Dalal Street, Mumbai, Maharashtra, India, 400001. |
| Business Day | means a 'working day' as defined under the SEBI NCS Regulations and shall refer to a day when commercial banks are open for business in Mumbai and will exclude Saturday and Sunday.<br><br>Explanation: For the purpose of this definition, in respect of the time period between the Issue Closing Date and the listing of the Debentures on the Stock Exchanges: 'Business Day' means all trading days of the Stock Exchanges for Debentures as specified by SEBI, excluding Saturdays, Sundays, and bank holidays as specified by the RBI. on which the commercial banks are open for business in Mumbai, India. For the purpose of this definition, in respect of:<br><br>(a) *Announcement of issue period*: Business Day shall mean all days, excluding Saturdays, Sundays and public holidays, on which commercial |

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| | banks in Mumbai, India are open for business.<br><br>(b) *The time period between the issue closing date and the listing of the Debentures on the Stock Exchange*: Business Day shall mean all trading days of the Stock Exchange for non-convertible securities, excluding Saturdays, Sundays and bank holidays, as specified by the SEBI. |
| Cash Collateral | has the meaning given to the term in Section 6 (*Issue Details*) of this Key Information Document. |
| Cash Collateral Security Creation Date | has the meaning given to the term in Section 6 (*Issue Details*) of this Key Information Document. |
| Capital Adequacy Ratio | means the capital adequacy ratio determined in accordance with the NBFC Directions. |
| Capital to Risk-Weighted Assets Ratio | means the ratio determined in accordance with the NBFC Directions. |
| Cash/Cash Equivalents | means the aggregate of all unencumbered movable assets of the Company that are classified as cash or cash equivalents in accordance with the Applicable Accounting Standards, including any investments in money market units/instruments or other highly liquid debt instruments, any cash/fixed deposits placed by the Company. |
| CDSL | means Central Depository Services (India) Limited, a company incorporated under the Companies Act, 1956 and validly existing under the Companies Act, 2013 with CIN as L67120MH1997PLC112443 and having its registered office at Unit No. A-2501, Marathon Futurex, Mafatlal Mills Compound, N.M. Joshi Marg, Lower Parel, Mumbai, Maharashtra, India, 400013. |
| CERSAI | means the Central Registry of Securitisation Asset Reconstruction and Security Interest of India. |
| Change of Control | in respect to any company, has the meaning ascribed to it under the Securities and Exchange Board of India (Substantial Acquisition of Shares and Takeover) Regulations, 2011 and includes:<br><br>(a) entering into any compromise or arrangement with such company's shareholders or creditors;<br><br>(b) the passing of a resolution for voluntary winding up by such company;<br><br>(c) implementation of any scheme for restructuring, reconstruction, consolidation, amalgamation, or merger in respect of such company; or<br><br>(d) any change in the shareholding structure of such company that results in a change in Control of the company, whether directly or indirectly. |
| Client Loan | means each loan disbursed by the Issuer as a lender, and "**Client Loans**" shall be construed accordingly. |
| Company/Issuer | Monedo Financial Services Private Limited, a company incorporated under the Companies Act with CIN U65100MH2017PTC294521 and a non-banking financial company registered with the Reserve Bank of India, and having its registered office at 7th Floor, Part A, Corporate Centre, Andheri Kurla Road, Andheri (East), J.B. Nagar, Mumbai, Maharashtra, India, 400059. |

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| Control | has the meaning given to the term "control" in Regulation 2(1)(e) of the Securities and Exchange Board of India (Substantial Acquisition of Shares and Takeovers) Regulations, 2011. |
| Covenant Breach Default Interest | has the meaning given to the term in Section 6 (*Issue Details*) of this Key Information Document. |
| Crore | means ten million. |
| Data Protection Laws | means the Digital Personal Data Protection Act, 2023, the Information Technology Act, 2000 and rules made thereunder, as amended from time to time. |
| Debenture Holder(s) / Investors | means the persons who are for the time being the holders of the Debentures and for any subsequent Debenture Holder(s), each person who is, in relation to the Debentures:<br><br>(a) registered as a Beneficial Owner; and<br><br>(b) registered as a debenture holder in the Register of Debenture Holder(s).<br><br>Sub-clauses (a) and (b) shall be deemed to include transferees of the Debentures registered with the Company and the Depository(ies) from time to time, and in the event of any inconsistency between sub-Clauses (a) and (b) above, sub-Clause (a) shall prevail,<br><br>and "**Debenture Holder**" shall be construed accordingly. |
| Debenture Proceeds | means all payments received by the Company pursuant to the issuance of Debentures to the Debenture Holder(s) in terms of the Transaction Documents. |
| Debenture Trust Deed/DTD | means the trust deed executed / to be executed by and between the Debenture Trustee and the Issuer which will set out the terms upon which the Debentures are being issued and shall include the representations and warranties and the covenants to be provided by the Issuer. |
| Debenture Trustee | Catalyst Trusteeship Limited, a company incorporated under the Companies Act, 1956 with CIN U74999PN1997PLC110262, having its registered office at GDA House, First Floor, Plot No. 85 S. No. 94 & 95, Bhusari Colony (Right), Kothrud, Pune, Maharashtra, India, 411038 and acting through its branch office at 901, 9th Floor, Tower B, Peninsula Business Park, Senapati Bapat Marg, Lower Parel (W), Mumbai- 400013. |
| Debenture Trustee Agreement/DTA | means the agreement executed / to be executed by and between the Debenture Trustee and the Issuer for the purposes of appointment of the Debenture Trustee to act as debenture trustee in connection with the issuance of the Debentures. |
| Debentures/NCDs | Issue of up to 5500 (Five Thousand Five Hundred) listed, rated, senior, secured, transferable, redeemable, non-convertible debentures denominated in INR, having a face value of INR 1,00,000 (Indian Rupees One Lakh Only) each and an aggregate nominal value of INR 55,00,00,000 (Indian Rupees Fifty Five Crores Only) comprising: |

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| | (a) 2500 (Two Thousand Five Hundred) Debentures having aggregate nominal value of INR 25,00,00,000 (Indian Rupees Twenty Five Crore) as primary issuance; and<br><br>(b) 3000 (Three thousand) Debentures having aggregate nominal value of INR 30,00,00,000 (Indian Rupees Thirty Crore) as green shoe option**,**<br><br>at par, in dematerialized form on a private placement basis to certain identified investors. |
| Debt Disclosure Document | means the General Information Document, together with the Key Information Document and the Private Placement Offer cum Application Letter in respect of the Debentures. |
| Deed of Hypothecation | means an unattested deed of hypothecation, dated on or about the Effective Date, executed or to be executed and delivered by the Company in a form acceptable to the Debenture Trustee. |
| Deemed Date of Allotment | Means 18th June, 2026, on which the Debentures shall have been deemed to be allotted to the Debenture Holder(s). |
| Delay Default Interest | has the meaning given to the term in Section 6 (*Issue Details*) of this Key Information Document. |
| Demand Promissory Note | means the demand promissory note dated [•] executed by the Company in favour of the Debenture Trustee. |
| Depositories Act | means the Depositories Act, 1996, as amended from time to time. |
| Depositories | means the depositories with which the Company 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. |
| Designated Agent | means Grip Invest Technologies Private Limited and/or such of its affiliates as identified by it. |
| Director(s) | means the director(s) of the Issuer. |
| DP-ID | means Depository Participant identification number. |
| DRR | has the meaning given to it in Section 6 (*Issue Details*) of this Key Information Document. |
| Due Dates | means, collectively, the dates on which any principal amounts, interest, any Additional Interest, default interest, any liquidated damages, any premature redemption amount and/or any other amounts payable, are due and payable, including but not limited to the Interest Payment Dates, each Redemption Date and the Final Redemption Date, or any other date (including because of acceleration) on which any payment is to be made by the Company under the Transaction Documents. |
| EBP Platform | has the meaning given to it under the SEBI EBP Requirements. |
| Effective Date | means the date of execution of the Debenture Trust Deed. |
| EFT | Electronic Fund Transfer |
| Electronic Book Provider / EBP | has the meaning given to it under the SEBI EBP Requirements. |
| EBP Platform | has the meaning given to it under the EBP Requirements. |
| EBP Requirements or SEBI EBP Requirements | means the requirements with respect to electronic book mechanism prescribed in Chapter VI (Electronic Book Provider Platform) of the SEBI 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. |
| Eligible Investors | has the meaning given to it in Section 8.14 (*Eligible Investors*) of the General |

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| | Information Document. |
| Events of Default | As per Section 6 (Issue Details) of this Key Information Document. |
| Final Redemption Date | Means 19th July, 2027, i.e. 13 (thirteen) months from the Deemed Date of Allotment. |
| Final Settlement Date | means the date on which all Secured Obligations have been irrevocably and unconditionally paid and discharged in full to the satisfaction of the Debenture Holder(s). |
| Financial Indebtedness | means any indebtedness for or in respect of:<br><br>(a) moneys borrowed;<br><br>(b) any amount raised by acceptance under any acceptance credit, bill acceptance or bill endorsement facility or dematerialised equivalent;<br><br>(c) any amount raised pursuant to any note purchase facility or the issue of bonds, notes, loan stock or any similar instrument;<br><br>(d) the amount of any liability in respect of any lease or hire purchase contract which would, in accordance with the Applicable Accounting Standards, be treated as a finance or capital lease;<br><br>(e) receivables sold or discounted (other than any receivables to the extent they are sold on a non-recourse basis);<br><br>(f) any amount raised under any other transaction (including any forward sale or purchase agreement) having the commercial effect of a borrowing;<br><br>(g) any derivative transaction entered into in connection with protection against or benefit from fluctuation in any rate or price (and, when calculating the value of any derivative transaction, only the mark-to-market value shall be taken into account);<br><br>(h) shares which are expressed to be redeemable or shares which are the subject of a put option or any form of guarantee;<br><br>(i) any obligation under any put option in respect of any securities;<br><br>(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;<br><br>(k) any corporate/personal guarantee, a letter of comfort or any other similar contractual comfort issued or incurred in respect of a liability incurred by any other third person; and<br><br>(l) 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 each period of 12 (twelve) months commencing on April 1 of any calendar year and ending on March 31 of the subsequent calendar year. |

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| Force Majeure Event | means any event due to any cause beyond the reasonable control of a party, including but not limited to sabotage, fire, flood, explosion, acts of God, civil commotion, strikes or industrial action of any kind, riots, insurrection, war, acts of government, and which impacts the ability of the Company to pay the Secured Obligations under the Transaction Documents. |
| General Information Document | means general information document dated 10th June, 2026, issued by the Issuer for the issue of the Debentures on a private placement basis in accordance with Applicable Laws. |
| Governmental Authority | means any government (central, state or otherwise) or any governmental agency, semi-governmental or judicial or quasi-judicial or administrative entity, department or authority, agency or authority including any Stock Exchange or any self-regulatory organisation, established under any Applicable Law. |
| Gross Loan Portfolio | means and includes the outstanding principal amounts of the loans originated by the Company on its own books, including any securitised 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. |
| Gross NPA or PAR 90 | means, the outstanding principal amounts of the Client Loans that have one or more instalments of principal, interest, penalty, fee or any other payments overdue for 90 (ninety) days or more and includes restructured loans. |
| Guarantor | means Mr. Ashish Kohli, a citizen of India aged about 49 (Forty Nine) years, holding permanent account number AIJPK7727M, passport number Z4946114, and Aadhar number 5049 2259 8546 and residing at Flat No. 2003, 20th Floor, Omkar 1973, Pandurang Budhkar Marg, Worli, Mumbai City, Maharashtra - 400030. |
| Guaranteed Obligations | means the Secured Obligations |
| Hypothecated Assets | as per Section 6 (Issue Details) of this Key Information Document. |
| Information Utility | means the National E-Governance Services Limited or any other entity registered as an information utility under the Insolvency and Bankruptcy Board of India (Information Utilities) Regulations, 2017. |
| Interest Payment Dates or Coupon Payment Dates | as per Section 6 (Issue Details) of this Key Information Document. |
| Interest Rate or Coupon Rate | as per Section 6 (Issue Details) of this Key Information Document. |
| Insolvency Related Events | means any one or more of the following events:<br>(a) the filing of an insolvency application by the RBI under the (Indian) insolvency and Bankruptcy Code, 2016 or any analogous proceedings under any similar insolvency, winding up or liquidation laws;<br>(b) any resolution is passed either by the creditors or the shareholders of the Company or any other action is taken which may result in a voluntary or other insolvency process, winding up or liquidation of the Company;<br>(c) an order for insolvency process, winding up or insolvency of the Company is made by any competent court or tribunal (including under the (Indian) Insolvency and Bankruptcy Code, 2016 and any rules and regulations made thereunder);<br>(d) the Company has taken or suffered to be taken any action for its |

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| | reorganisation, liquidation or dissolution;<br><br>(e) an insolvency resolution professional, a receiver, liquidator or any other equivalent professional has been appointed or allowed to be appointed of all or any part of the undertaking of the Company; and<br><br>(f) any insolvency professional, any receiver, assignee, trustee or similar other officer is appointed by any court or any other competent authority in any insolvency, winding up, execution or distress proceedings against the Company,<br><br>and "**Insolvency Related Event**" shall be construed accordingly. |
| Interest Coverage Ratio | means the financial ratio calculated by dividing earnings before interest and taxes by interest expense for the same period. |
| Interest Payment Dates | means the dates on which interest in respect of the Debentures is required to be paid. |
| Interest Rate | means 13.70% (thirteen decimal seven zero percent) per annum (fixed), payable monthly on the Interest Payment Dates as specified in Section 5 (*Disclosure of the Cash Flows)*<br><br>Interest at the Interest Rate shall be calculated as "Outstanding Principal Amounts* Coupon Rate *((t2-t1)/365,366)", where:<br><br>(a) "t1" is the last Interest Payment Date/Deemed Date of Allotment; and<br><br>(b) "t2" being the relevant Interest Payment Date. |
| ISIN | means International Securities Identification Number. |
| Issue | means the private placement of the Debentures. |
| Issue Closing Date | as per Section 6 (Issue Details) of this Key Information Document. |
| Issue Opening Date | as per Section 6 (Issue Details) of this Key Information Document. |
| IT Act | means Income Tax Act, 2025. |
| Letter of Continuity | means the letter of continuity delivered/to be delivered by the Company to the Debenture Trustee in respect of the Debentures. |
| 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. |
| Majority Debenture Holder(s) | means:<br><br>(a) in cases where the Applicable Laws (including SEBI directions) prescribe a percentage or number required for deciding a matter, the percentage or number prescribed; or<br><br>(b) such number of Debenture Holder(s) who collectively represent more than 50% (fifty percent) of the aggregate of the Outstanding Principal Amounts of the Debentures held by Debenture Holder(s) who are present and voting (including proxies). |
| Majority Resolution | means a resolution approved by the Majority Debenture Holder(s) who are |

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| | present and voting or if a poll is demanded, by the Majority Debenture Holder(s) who are present and voting in such poll. |
| Material Adverse Effect | means any event, circumstance, occurrence, change or condition that, in the reasonable opinion of the Majority Debenture Holder(s) and/or the Designated Agent, has or is reasonably likely to have a material adverse effect on:<br><br>(a) the business, operations, assets, liabilities (actual or contingent), financial condition, or prospects of the Company;<br><br>(b) the ability of the Company to perform its obligations under the Transaction Documents;<br><br>(c) the rights or remedies of the Debenture Holder(s) hereunder or under any other Transaction Documents;<br><br>(d) the legality, validity or enforceability of any of the Transaction Documents; or<br><br>(e) the ability of the Company to disburse new loans, appoint third-party or internal collection agents, or otherwise carry out any material business activities, as restricted, suspended, or modified by direction from the RBI or any regulatory authority.<br><br>For avoidance of doubt, a Material Adverse Effect shall be deemed to have occurred if any of the above results from a change occurring after the date hereof, as determined by the Majority Debenture Holder(s) and/or the Designated Agent acting reasonably and in good faith. |
| Management Control | Includes:<br><br>(a) the right to appoint or remove the majority of the directors of 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<br><br>(b) to control the management or policy decisions exercisable by a person or persons acting individually or in concert, directly or indirectly, whether by virtue of their shareholding or management rights or shareholders agreements or voting agreements or in any other manner. |
| Month's Liability | means in respect of any calendar month, the aggregate of the following amounts of the Company falling due or payable in that month including (a) employee costs and employee benefit expenses (including salaries, wages, provident fund contributions, gratuity, and other statutory employee-related payments); (b) administrative and general expenses and overheads; and (c) repayment obligations comprising principal repayments and interest payments (including coupon payments on the Debentures) falling due during that month in respect of all Financial Indebtedness of the Company. |
| NA | means not applicable. |
| NBFC | means non-banking financial company. |

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| NBFC Directions | means the master direction issued by the RBI bearing reference number RBI/DOR/2025-26/339 dated November 28, 2025 titled *"Reserve Bank of India (Non-Banking Financial Companies – Registration, Exemptions and Framework for Scale Based Regulation) Directions, 2025*" , read together with the master direction issued by the RBI bearing reference number DOR.STR.REC.No.275/21.04.048/2025-26 dated November 28, 2025 titled *" Reserve Bank of India (Non-Banking Financial Companies – Income Recognition, Asset Classification and Provisioning) Directions, 2025"* , each as amended, modified, supplemented or restated from time to time and master direction bearing reference number DOR.CAP.REC.264/21-01-002/2025-26 dated November 28, 2025 titled *"Reserve Bank of India (Non-Banking Financial Companies – Prudential Norms on Capital Adequacy) Directions, 2025"* (each, as amended, modified or restated from time to time). |
| Net NPA | means the difference between (a) the Gross NPA, and (b) all provisions created against "standard assets", "sub-standard assets", "doubtful assets" and "loss assets", each determined in accordance with the NBFC Directions and any other applicable RBI regulations governing asset classification and provisioning for NBFCs. |
| NPA | means non-performing assets of the Company which are loans or advances in respect of which the concerned borrower has failed to make payments on the principal and interest component of the loan for at least 90 (ninety) days, determined in accordance with the NBFC Directions. |
| NSDL | means the National Securities Depository Limited, a company incorporated under the Companies Act, 1956 and validly existing under the Companies Act, 2013 with CIN as U74120MH2012PLC230380 and having its registered office at 301, 3rd Floor, Naman Chambers, G Block, Plot No- C-32, Bandra Kurla Complex, Bandra (East), Mumbai, Maharashtra, India, 400051. |
| NSE | means National Stock Exchange of India Limited. |
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| Outstanding Principal Amounts | means, at any date, the principal amounts outstanding under the Debentures. |
| PAN | means permanent account number. |
| Payment Default | means any event, act or condition which, with notice or lapse of time, or both, would constitute an event of default set out in paragraph (a) under the section named "Events of Default" under Section 6 (Issue Details) of this Key Information Document. |
| Payment Default Interest | has the meaning given to the term in Section 6 (*Issue Details*) of this Key Information Document. |
| Personal Guarantee | means, the unconditional and irrevocable personal guarantee dated on or about the Deemed Date of Allotment provided by the Guarantors in favour of the Debenture Trustee (acting on behalf of and for the benefit of the Debenture Holder(s)), guaranteeing the Secured Obligations. |
| Potential Event of Default | means any event, act or condition which with notice or lapse of time, or both, would constitute an Event of Default. |
| Promoter | means Mr. Ashish Kohli, a citizen of India aged about 49 (Forty Nine) years, holding permanent account number AIJPK7727M, passport number Z4946114, and Aadhar number 5049 2259 8546 and residing at Flat No. 2003, 20th Floor, Omkar 1973, Pandurang Budhkar Marg, Worli, Mumbai City, Maharashtra - 400030. |

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| Promoter Group | means the following person(s):<br><br>(a) Mr. Ashish Kohli, a citizen of India aged about 49 (Forty Nine) years, holding permanent account number AIJPK7727M, passport number Z4946114, and Aadhar number 5049 2259 8546 and residing at Flat No. 2003, 20th Floor, Omkar 1973, Pandurang Budhkar Marg, Worli, Mumbai City, Maharashtra - 400030 and his associated entities holding a stake in the Company; and<br><br>(b) such individuals or entities which form part of the 'promoter group' as defined in SEBI (Issue of Capital and Disclosure Requirements) Regulations, 2018, and other applicable laws. |
| Private Placement Offer cum Application Letter | The offer cum application letter prepared in compliance with Section 42 of the Companies Act, 2013 read with the Companies (Prospectus and Allotment of Securities) Rules, 2014. |
| Purpose | has the meaning given to it in Section 6 (*Issue Details*) 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 | as per Section 6 (Issue Details) of this Key Information Document. |
| Rating Agency | means India Ratings and Research Private Limited having its registered office at Wockhardt Tower, Level 4, West Wing, Plot C-2, G Block, Bandra Kurla Complex, Bandra (East), Mumbai, Maharashtra, India, 400051. |
| RBI | means the Reserve Bank of India. |
| Record Date | means the date falling 15 (fifteen) calendar days prior to the Interest Payment Date or the relevant Due Date. |
| 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. |
| Receivables | means all the amounts (present and future) in respect of any Client Loans together with all other amounts whatsoever stipulated or payable by the Obligors to the Company under the relevant Client Loan Documents, including without limitation:<br><br>(a) repayment of principal;<br><br>(b) overdue interest;<br><br>(c) interest and additional interest;<br><br>(d) carry forward charges; |

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| | (e) prepayment amounts and amounts received on account of termination and/or prepayment including liquidated damages and break costs (if any);<br><br>(f) stamp duty costs, charges, expenses, taxes, duties, levies and imposts and overdue charges;<br><br>(g) (to the extent applicable) the proceeds of any enforcement of security interest underlying the Client Loans; and<br><br>(h) insurance proceeds. |
| Redemption Dates | means the quarterly dates as specified in Section 5 (*Disclosure of the Cash Flows*) |
| Register of Debenture Holders | means the register of Debenture Holders maintained by the Issuer in accordance with Section 88 of the Companies Act. |
| Registrar | means the registrar and transfer agent appointed for the issue of Debentures, being NSDL Database Management Limited. |
| Related Party | has the meaning given to it in the Companies Act and "Related Parties" shall be construed accordingly. |
| Reporting Covenants Default Interest | has the meaning given to the term in Section 6 (*Issue Details*) of this Key Information Document. |
| Resolutions | means the following:<br><br>(i) resolution by the board of directors of the Company dated June 08th , 2026; and<br><br>(ii) resolution by the shareholders of the Company under Section 42 of the Act dated June 08th, 2026. |
| ROC | means the jurisdictional registrar of companies. |
| Rs. / INR | means Indian National Rupee. |
| RTGS | means real time gross settlement. |
| SEBI | Securities and Exchange Board of India constituted under the Securities and Exchange Board of India Act, 1992 (as amended from time to time). |
| SEBI Centralized Database Requirements | means the requirements prescribed in Chapter XIV (Centralized Database for corporate bonds/ debentures) of the SEBI 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 the master circular issued by SEBI bearing reference number SEBI/HO/DDHS-PoD-1/P/CIR/2025/117 dated August 13, 2025 on "*Master Circular for Debenture Trustees*" to the extent applicable in respect of the private placement of debt securities, as amended, modified, or restated from time to time. |
| SEBI Debenture Trustees Regulations | means Securities and Exchange Board of India (Debenture Trustees) Regulations, 1993 (as amended, modified or restated from time to time. |
| SEBI Listed Debentures Circulars | means, collectively, the SEBI Listed NCDs Master Circular, the SEBI Debenture Trustees Master Circular, and (to the extent applicable) the SEBI LODR Master Circular. |
| SEBI Listed NCDs Master Circular or Listed NCDs | means the master circular bearing reference number SEBI/HO/DDHS/DDHS-PoD/P/CIR/2025/0000000137 dated October 15, 2025 issued by SEBI on |

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| Master Circular | "*Master Circular for issue and listing of Non-convertible Securities, Securitised Debt Instruments, Security Receipts, Municipal Debt Securities and Commercial Paper*" to the extent applicable in respect of the private placement of debt securities, as amended, modified, or restated from time to time. |
| SEBI Listing Timelines Requirements | means the requirements in respect of the timelines for listing of debt securities issued on a private placement basis prescribed in Chapter VII (*Standardization of timelines for listing of securities issued on a private placement basis*) of the SEBI Listed NCDs Master Circular, read with the SEBI EBP Requirements. |
| SEBI LODR Master Circular | means the master circular issued by SEBI bearing reference number 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 Disclosure Requirements) Regulations, 2015 by listed entities*" to the extent applicable in respect of the private placement of debt securities, read with the master circular issued by SEBI bearing reference number SEBI/HO/DDHS/DDHS-PoD-1/P/CIR/2025/0000000103 dated July 11, 2025 on "*Master Circular for listing obligations and disclosure requirements for Non-convertible Securities, Securitized Debt Instruments and/ or Commercial Paper*", each as amended, modified or restated from time to time. |
| SEBI NCS Regulations | means the Securities and Exchange Board of India (Issue and Listing of Non-Convertible Securities) Regulations, 2021 together with the SEBI Listed NCDs Master Circular, as amended, modified or restated from time to time. |
| SEBI EBP Requirements | means the requirements with respect to electronic book mechanism prescribed in Chapter VI (*Electronic Book Provider platform*) of the SEBI Listed NCDs Master Circular, and the operational guidelines issued by the relevant electronic book provider, as amended, modified, supplemented 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 Company to the Debenture Holder(s) or the Debenture Trustee under the Transaction Documents, including without limitation, the making of payment of any interest, Outstanding Principal Amounts, the default interest, Additional Interest, liquidated damages, remuneration of the Debenture Trustee and all costs, charges, expenses and other amounts payable by the Company in respect of the Debentures. |
| Security Cover | as per Section 6 (Issue Details) of this Key Information Document. |
| Security Default Interest | has the meaning given to the term in Section 6 (*Issue Details*) of this Key Information Document. |
| Special Majority Debenture Holder(s) | means such number of Debenture Holder(s) collectively holding more than 75% (seventy five percent) of the value of the Outstanding Principal Amounts of the Debentures. |
| Special Resolution | means resolution approved by the Special Majority Debenture Holder(s) who are present and voting or if a poll is demanded, by the Special Majority Debenture Holder(s) who are present and voting in such poll. |
| Stock Exchange | means BSE or NSE, as the case may be. |
| Stressed Assets Framework | means the master direction issued by the RBI titled "*Reserve Bank of India (Non-Banking Financial Companies – Resolution of Stressed Assets) Directions, 2025*", and "*Reserve Bank of India (Commercial Banks – Resolution of Stressed Assets) Directions, 2025*", as amended, modified, supplemented or restated from time to time. |
| Sumita Almeida | means Sumita Almeida, a citizen of India aged about 47 (Forty Seven) years, |

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| | holding permanent account number AGVPM4566A, passport number AM525536, and Aadhar number 3139 4907 2396 and residing at 1201 Galassia Kanderpada, Dahisar West, Mumbai -400068; |
| 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. |
| Tax | means any present or future tax, levy, duty, charge, fees, deductions, withholdings, surcharges, cess, turnover tax, transaction tax, stamp tax or other charge of a similar nature (including any penalty or interest payable on account of any failure to pay or delay in paying the same), now or hereafter, imposed pursuant to any Applicable Law or by any Governmental Authority and as maybe applicable in relation to the payment obligations of the Company under the Debenture Trust Deed. |
| TDS | Tax Deducted at Source. |
| Total Assets | means, for any date of determination, the total Assets of the Issuer on such date, including owned, securitised and managed (non-owned) portfolio of the Issuer. |
| Top-up | means the creation of a charge by way of hypothecation over such additional Receivables as are required to ensure and maintain the Security Cover. |
| Top-up Date | means the day on which the Company hypothecates additional or new Receivables in respect of a Top-up. |
| Total Debt | means and includes the aggregate of:<br><br>(a) all long-term and short-term outstanding, whether secured or unsecured, including any contingent liabilities pertaining to corporate/financial guarantees given on behalf of any company / special purpose vehicle / subsidiary / affiliate to the extent of outstanding of such guaranteed debt;<br><br>(b) any amount raised by acceptance under any acceptance credit facility;<br><br>(c) receivables sold or discounted (other than receivables to the extent they are sold on a non-recourse basis);<br><br>(d) any put option, shortfall / liquidity support undertaking, debt service reserve account undertaking, keep fit letter(s), letter of comfort issued in favour of any person(s), which give or may give rise to any financial obligation(s); and<br><br>(e) any amount raised under any other transaction (including any forward sale or purchase agreement) having the commercial effect of a borrowing. |
| Transaction Documents | as per Section 6 (Issue Details) of this Key Information Document. |
| Vipin Poddar | means Vipin Poddar, a citizen of India aged about 45 (Forty-Five) years, holding permanent account number AMUPP0720G, passport number 0000T4386091, and Aadhar number 622099885068 and residing at Kunal Aspiree Flat No. B 805 Sr No.49/50, Near Dussra Chowk, Balewadi, India, Pune- 411045. |

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| WDM | Wholesale Debt Market segment of the BSE. |

**BACKGROUND**

This Key Information Document (as defined below) is related to the issue of up to 5500 (Five Thousand Five Hundred) listed, rated, senior, secured, transferable, redeemable, non-convertible debentures denominated in INR, having a face value of INR 1,00,000 (Indian Rupees One Lakh Only) each and an aggregate nominal value of INR 55,00,00,000 (Indian Rupees Fifty Five Crores) comprising:

(a) 2500 (Two thousand Five Hundred) Debentures having aggregate nominal value of INR 25,00,00,000 (Indian Rupees Twenty Five Crore) as primary issuance; and

(b) 3000 (Three thousand) Debentures having aggregate nominal value of INR 30,00,00,000 (Indian Rupees Thirty Crore) as green shoe option,

at par, in dematerialised form on a private placement basis to certain identified investors by the Company and contains relevant information and disclosures required for the purpose of issuing of the Debentures and must be read along with the General Information Document issued by the Issuer. The issue of the Debentures comprised in the Issue and described under this Key Information Document has been authorised by the Resolutions and Memorandum and Articles of Association of the Company. The present Issue of Debentures in terms of this Key Information Document is within the limits as prescribed in such relevant resolution.

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

**THIS KEY INFORMATION DOCUMENT IS PREPARED AND ISSUED IN CONFORMITY WITH THE SECURITIES AND EXCHANGE BOARD OF INDIA (ISSUE AND LISTING OF NON-CONVERTIBLE SECURITIES) REGULATIONS, 2021, ISSUED VIDE NOTIFICATION NUMBER SEBI/LAD-NRO/GN/2021/39 DATED 09TH AUGUST 2021, AS AMENDED FROM TIME TO TIME, READ WITH THE CIRCULARS ISSUED THEREUNDER; THE MASTER CIRCULAR FOR ISSUE AND LISTING OF NON-CONVERTIBLE SECURITIES, SECURITISED DEBT INSTRUMENTS, SECURITY RECEIPTS, MUNICIPAL DEBT SECURITIES AND COMMERCIAL PAPER ISSUED BY SECURITIES AND EXCHANGE BOARD OF INDIA, ISSUED VIDE CIRCULAR NO. SEBI/HO/DDHS/DDHS-PoD/P/CIR/2025/0000000137 DATED OCTOBER 15, 2025, AS AMENDED FROM TIME TO TIME, THE PRIVATE PLACEMENT OFFER CUM APPLICATION LETTER PURSUANT TO SECTION 42 OF THE COMPANIES ACT, 2013 READ WITH RULE 14 OF THE COMPANIES (PROSPECTUS AND ALLOTMENT OF SECURITIES) RULES, 2014 AND PURSUANT TO SECTION 71 OF THE COMPANIES ACT, 2013 READ WITH RULE 18 OF THE COMPANIES (SHARE CAPITAL AND DEBENTURES) RULES, 2014 FOR ISSUE OF NON-CONVERTIBLE DEBENTURES ON A PRIVATE PLACEMENT BASIS. THIS KEY INFORMATION DOCUMENT SHALL BE READ IN CONJUNCTION WITH THE GENERAL INFORMATION DOCUMENT DATED 10th June, 2026.**

**THIS KEY INFORMATION DOCUMENT IS INTENDED TO BE CIRCULATED TO NOT EXCEEDING 200 (TWO HUNDRED) PERSONS IN THE AGGREGATE IN A FINANCIAL YEAR. MULTIPLE COPIES HEREOF GIVEN TO THE SAME ENTITY SHALL BE DEEMED TO BE GIVEN TO THE SAME PERSON AND SHALL BE TREATED AS SUCH. IT DOES NOT CONSTITUTE AND SHALL NOT BE DEEMED TO CONSTITUTE AN OFFER OR AN INVITATION TO SUBSCRIBE TO THE NON-CONVERTIBLE SECURITIES TO THE PUBLIC IN GENERAL.**

## SECTION 2: NOTICE TO INVESTORS AND DISCLAIMERS

### 2.1 ISSUER'S DISCLAIMER

Please refer to Section 2.1 of the General Information Document.

**THE ISSUER ACCEPTS NO RESPONSIBILITY FOR STATEMENTS MADE OTHERWISE THAN IN THE KEY INFORMATION DOCUMENT OR IN THE ADVERTISEMENT OR ANY OTHER MATERIAL ISSUED BY OR AT THE INSTANCE OF THE ISSUER AND THAT ANYONE PLACING RELIANCE ON ANY OTHER SOURCE OF INFORMATION WOULD BE DOING SO AT THEIR OWN RISK.**

### 2.2 DISCLAIMER CLAUSE OF STOCK EXCHANGES

Please refer to Section 2.2 of the General Information Document.

### 2.3 DISCLAIMER CLAUSE OF RBI

Please refer to Section 2.3 of the General Information Document.

### 2.4 DISCLAIMER CLAUSE OF SEBI

Please refer to Section 2.4 of the General Information Document.

**IT IS TO BE DISTINCTLY UNDERSTOOD THAT FILING OF THE KEY INFORMATION DOCUMENT TO THE SECURITIES AND EXCHANGE BOARD OF INDIA (SEBI) SHOULD NOT IN ANY WAY BE DEEMED OR CONSTRUED TO MEAN THAT THE SAME HAS BEEN CLEARED OR APPROVED BY SEBI. SEBI DOES NOT TAKE ANY RESPONSIBILITY EITHER FOR THE FINANCIAL SOUNDNESS OF ANY SCHEME OR THE PROJECT FOR WHICH THE ISSUE IS PROPOSED TO BE MADE OR FOR THE CORRECTNESS OF THE STATEMENTS MADE OR OPINIONS EXPRESSED IN THE KEY INFORMATION DOCUMENT. THIS REQUIREMENT IS TO FACILITATE INVESTORS TO TAKE AN INFORMED DECISION FOR MAKING INVESTMENT IN THE PROPOSED ISSUE.**

### 2.5 DISCLAIMER CLAUSE OF THE SOLE ARRANGER

Please refer to Section 2.5 of the General Information Document.

### 2.6 DISCLAIMER IN RESPECT OF JURISDICTION

Please refer to Section 2.6 of the General Information Document.

### 2.7 DISCLAIMER IN RESPECT OF RATING AGENCIES

Please refer to Section 2.7 of the General Information Document.

### 2.8 DISCLAIMER IN RESPECT OF DEBENTURE TRUSTEE

Please refer to Section 2.8 of the General Information Document.

### 2.9 ISSUE OF DEBENTURES IN DEMATERIALISED FORM

Please refer to Section 2.9 of the General Information Document.

## 2.10 UNDERTAKING BY THE ISSUER

Please refer to Section 2.10 of the General Information Document.

## SECTION 3: RISK FACTORS

Please refer to Section 3 of the General Information Document for the risk factors in respect of the issuance of non-convertible securities including Debentures. In addition to the risk factors set out in the General Information Document, please find below the risk factors applicable for this Issue:

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

## SECTION 4: REGULATORY DISCLOSURES

This Key Information Document is prepared in accordance with SEBI NCS Regulations read with SEBI Listed NCDs Master Circular, and the SEBI LODR Regulations read with the SEBI LODR Master Circular.

### 4.1 The Issuer shall file the following documents along with the listing application to the stock exchange and with the Debenture Trustee

Along with this Key Information Document and the corporate authorizations for this issuance of the Debentures, the documents set out in Section 5.1 of the General Information Document have been / shall be submitted along with the listing application to the Stock Exchange and with the Debenture Trustee.

### 4.2 Documents to be submitted to the Debenture Trustee

Please refer to Section 5.1 of the General Information Document.

### 4.3 The following documents have been / shall be submitted to the Stock Exchange at the time of filing the draft of this Key Information Document:

Due diligence certificates from the Debenture Trustee as per the format specified in the SEBI Debenture Trustees Regulations read with SEBI Debenture Trustees Master Circular, SEBI NCS Regulations read with SEBI Listed NCDs Master Circular, and the SEBI LODR Regulations read with the SEBI LODR Master Circular.

### 4.4 Details of the Promoters of the Issuer

| S.no | Details of Promoter | Description |
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| **1.** | Name of promoter | Mr. Ashish Kohli |
| **2.** | Date of birth | 12-10-1977 |
| **3.** | Age | 49 |
| **4.** | Personal Addresses | Flat No 2003, 20th Floor, Omkar 1973 Pandurang Budhkar Marg, Worli, Worli Colony Mumbai 400030 MH IN |
| **5.** | Education Qualifications | Master of Business Administration |
| **6.** | Experience in the business or employment | 25 Years |
| **7.** | Positions/posts held in the past by the promoter | CEO (Anand Rathi Global Finance Limited)<br>Group Head-SME (IndoStar Capital Finance Ltd.)<br>Business Head - Loan Against Property (Bajaj Finserv)<br>Zonal Sales Head (Indiabulls Housing Finance Limited) |
| **8.** | Directorships held by the promoter | Monedo Corporate Services Private Limited<br>Monedo Technologies Private Limited |
| **9.** | Other ventures of the promoter | Monedo Corporate Services Private Limited<br>Monedo Technologies Private Limited |
| **10.** | Special achievements | NA |
| **11.** | Business and financial activities of the promoter | He is Founder, MD & CEO and he looks after the day-to-day operations of the Company. |

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| **12.** | Photograph |  |
| **13.** | Permanent Accountant Number | AIJPK7727M |
| **14.** | Other Details | Career spanning over 25 years in consumer finance across marquee institutions such as HDFC, Citi, Indiabulls, Bajaj, IndoStar and Anand Rathi. He had associated in the initial stage of high growth of the above marquee organisations and was instrumental in building foundation for future growth. |

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

The Rating Agency has assigned a rating of "IndRa BBB-/Stable" (pronounced as "India Ratings Triple B Minus Stable") rating to the captioned Issue through its letter dated May 15, 2026, for the Debentures to be issued in the proposed Issue. The rating letters from the Rating Agencies, the rating rationales from the Rating Agencies and the detailed press releases are provided in Annexure II of this Key Information Document.

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

4.6 **Name(s) of the stock exchange(s) where the non-convertible securities are proposed to be listed and the details of their in-principle approval for listing obtained from these stock exchange(s).**

Please refer to Section 5.5 of the General Information Document.

4.7 **If non-convertible securities are proposed to be listed on more than one stock exchange(s) then the issuer shall specify the designated stock exchange for the issue. The issuer shall specify the stock exchange where the recovery expense fund is being/has been created as specified by the Board of Directors:**

The Debentures are not proposed to be listed on more than one Stock Exchange.

4.8 **Issue Schedule:**

| PARTICULARS | DATE |
|---|---|
| **Issue Opening Date** | 18th June, 2026 |
| **Issue Closing Date / Issue Closure Date** | 18th June, 2026 |
| **Pay In Date** | 19th June, 2026 |
| **Deemed Date of Allotment** | 19th June, 2026 |

4.9 **Name, logo, addresses, website URL, email address, telephone number and contact person of specific entities in relation to the Issue:**

(a) **Legal Counsel**

| | |
|---|---|
| Name | NA |
| Logo | NA |
| Address | NA |
| Website | NA |
| E-mail address | NA |
| Telephone Number | NA |
| Contact Person Details | NA |

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

| | |
|---|---|
| Name | **Catalyst Trusteeship Limited** |
| Logo | |
| Address | 901, 9th Floor, Tower-B, Peninsula Business Park, Senapati Bapat Marg, Lower Parel (W), Mumbai – 400013, Maharashtra, India |
| Website | https://catalysttrustee.com/ |
| E-mail address | ComplianceCTL-Mumbai@ctltrustee.com |
| Telephone Number | 022 – 49220555 |
| Contact Person Details | Mr. Umesh Salvi (Managing Director). |

(c) **Rating Agency for the Issue**

| | |
|---|---|
| **Name** | India Ratings and Research Private Limited |
| **Logo** | |
| **Address** | Wockhardt Towers, 4th Floor, West Wing, Bandra Kurla Complex, Bandra East, Mumbai, 400051, Maharashtra, India |
| **Website** | https://www.indiaratings.co.in/ |
| **E-mail address** | manoj.mishra@indiaratings.co.in |
| **Contact Person Details** | Mr. Manoj Mishra |

(d) **Registrar to the Issue**

| | |
|---|---|
| **Name** | NSDL Database Management Limited |
| **Logo** | |
| **Address** | 4th Floor, Tower 3, One International Centre, Senapati Bapat Marg, Prabhadevi, Mumbai - 400 013 |
| **Website** | https://ndml.in/ |
| **E-mail address** | Sachin.Shinde@ndml.in |
| **Telephone Number** | +91 9870455759 |
| **Contact Person Details** | Mr. Sachin V. Shinde |

(e) **Statutory Auditors**

| | |
|---|---|
| **Name** | M R B & Associates |

| | |
|---|---|
| **Address** | A-102,1st Floor, Shraddha Heights, Telly Gully, Andheri (E), Mumbai 400069 |
| **E-mail address** | manish.b@mrbassociates.com |
| **Telephone Number** | +91 9987030175 |
| **Contact Person Details** | Mr. Manish Bohra |
| **Peer Review Certificate Number** | 016486 |

(f) **Arranger**

| | |
|---|---|
| **Name** | Not Applicable |
| **Logo** | Not Applicable |
| **Address** | Not Applicable |
| **E-mail address** | Not Applicable |
| **Telephone Number** | Not Applicable |
| **Contact Person Details** | Not Applicable |

4.10 **About the Issuer**

**The following details pertaining to the issuer:**

(a) **Overview and a brief summary of the business activities of the Issuer:**

Please refer to Section 5.8(a) of the General Information Document.

(b) **Structure of the Group:**

Please refer to Section 5.8(b) of the General Information Document.

(c) **A brief summary of the business activities of the Subsidiaries of the Issuer:**

Please refer to Section 5.8(c) of the General Information Document.

(d) **Details of branches or units where the issuer carries on its business activities:**

Please refer to Section 5.8(d) of the General Information Document.

(e) **Project cost and means of financing, in case of funding of new projects:**

NA

(f) **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:**

NA

(g) **Use of proceeds (in the order of priority for which the said proceeds will be utilized):**

(i) purpose of the placement;

The Issuer shall use proceeds from issuance of NCDs:

a. The proceeds of the facility shall be utilized exclusively for the purpose of on-lending to eligible borrowers in accordance with applicable laws and regulations.

The Borrower shall not use the facility for any other purpose without the prior written consent of the Investors. (ii) break-up of the cost of the project for which the money is being raised;

NA

(iii) means of financing for the project;

NA

(iv) proposed deployment status of the proceeds at each stage of the project.

NA

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

| S.NO | PARTICULARS | FEE/EXPENSE AMOUNT | % OF TOTAL ISSUE EXPENSES | % OF TOTAL ISSUE SIZE |
|---|---|---|---|---|
| 1. | Lead Manager(s) fees | NA | NA | NA |
| 2. | Underwriting commission | NA | NA | NA |
| 3. | Brokerage, selling commission and upload fees | NA | NA | NA |
| 4. | Fees payable to the registrars to the issue | 5,000 | [•] | [•] |
| 5. | Fees payable to the legal advisors | NA | NA | NA |
| 6. | Fees payable to the Debenture Trustee | 1,20,000 | [•] | [•] |
| 7. | Fees payable to the Merchant Banker | NA | NA | NA |
| 8. | Advertising and marketing expenses | NA | NA | NA |
| 9. | Fees payable to the regulators including stock exchanges | 94,500 | [•] | [•] |
| 10. | Fee Payable to the Trustee (CA DD fees) | [•] | [•] | [•] |
| 11. | Expenses incurred on printing and distribution of issue stationary | NA | NA | NA |
| 12. | Any other fees, commission and payments under | NA | [•] | [•] |

| | | | | |
|---|---|---|---|---|
| | whatever nomenclature | | | |

* As the Debentures will be issued by way of private placement to identified investors in accordance with the process prescribed by SEBI, no specific advertising and marketing expenses are envisaged to be payable in respect of such issue of Debentures, other than such fees as payable to the EBP platform.

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

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

4.12 **Financial Information**

(a) **The audited financial statements (i.e. profit and loss statement, balance sheet and cash flow statement) both on a standalone and consolidated basis for a period of three completed years, which shall not be more than six months old from the date of the issue document or issue opening date, as applicable. Such financial statements shall be should 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").**

Please refer to Section 5.10(a) of the General Information Document.

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

NA.

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

Please refer to Section 5.10(b) of the General Information Document.

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

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

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

Please refer to Section 5.10(d) of the General Information Document.

(e) **Key operational and financial parameters on a consolidated basis and on a standalone basis:**

Please refer to Section 5.10(e) of the General Information Document.

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

Please refer to Section 5.10(f) of the General Information Document.

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

Please refer to Section 5.10(g) of the General Information Document.

4.13 **Brief History of the Company since its incorporation giving details of the following activities**

Please refer to Section 5.11 of the General Information Document.

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

Please refer to Section 5.11(a) of the General Information Document.

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

Please refer to Section 5.11(b) of the General Information Document.

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

Please refer to Section 5.11(c) of the General Information Document.

(d) **Details of any acquisition or amalgamation with any entity in the preceding 1 (one) year**:

Please refer to Section 5.11(d) of the General Information Document.

(e) **Details of any reorganization or reconstruction in the last 1 (one) year:**

Please refer to Section 5.11(e) of the General Information Document.

4.14 **Details of the Shareholding of the Company as at the latest quarter end:**

Please refer to Section 5.11(f) of the General Information Document.

4.15 **List of top 10 (ten) holders of equity shares of the Company as of March 31, 2026 on fully diluted basis:**

Please refer to Section 5.11(g) of the General Information Document.

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

(a) **Details of the current directors of the Company as on date:**

Please refer to Section 5.12(a) of the General Information Document.

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

Please refer to Section 5.12(b) of the General Information Document.

(c) **Details of director's remuneration and such particulars of the nature and extent of interests in the Issuer (during the current year and preceding three financial years)**

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

| Sr. No. | Name of the Director | Financial Year | Remuneration payable or paid (in INR) Amt. in Lacs | | | Shareholding (on a fully diluted basis) | | |
|---|---|---|---|---|---|---|---|---|
| | | | by Issuer | by subsidiary | by associate company | in the Company | in the subsidiaries | in the associate companies |
| 1 | Ashish Kohli | 2025-26 | 16191612 | Nil | NA | 95.88% | 0.00% | 0.00% |
| | Vipin Kumar Poddar | 2025-26 | 3240493 | Nil | NA | 0.00% | 0.00% | 0.00% |
| | Sumita Ralph Almeida | 2025-26 | 1680552 | Nil | NA | 0.00% | 0.00% | 0.00% |
| | Veni Thapar | 2025-26 | 3100000 | Nil | NA | 0.00% | 0.00% | 0.00% |
| 2 | Ashish Kohli | 2024-25 | 16191612 | Nil | NA | 78.20% | 0.00% | 0.00% |
| | Vipin Kumar Poddar | 2024-25 | 3142152 | Nil | NA | 0.00% | 0.00% | 0.00% |
| | Sumita Ralph Almeida | 2024-25 | 1589333 | Nil | NA | 0.00% | 0.00% | 0.00% |
| | Veni Thapar | 2024-25 | 3379000 | Nil | NA | 0.00% | 0.00% | 0.00% |
| 3 | Ashish Kohli | 2023-24 | 20023812 | Nil | NA | 73.13% | 0.00% | 0.00% |
| | Vipin Kumar Poddar | 2023-24 | 2331996 | Nil | NA | 0.00% | 0.00% | 0.00% |

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| | Ashish Runwal | 2023-24 | 2308966 | Nil | NA | 0.00% | 0.00% | 0.00% |

**ii. Appointment of any relatives to an office or place of profit of the Issuer, its subsidiary or associate company:**

Please refer to Section 5.12(c)(ii) of the General Information Document.

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

(a) **In the promotion of the Issuer:**

Please refer to Section 5.12(c)(iii)(A) of the General Information Document.

(b) **in any immoveable property acquired by the issuer in the two years preceding the date of the issue document or any immoveable property proposed to be acquired by it:**

Please refer to Section 5.12(c)(iii)(B) of the General Information Document.

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

Please refer to Section 5.12(c)(iii)(C) of the General Information Document.

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

Please refer to Section 5.12(d) of the General Information Document.

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

Please refer to Section 5.13 of the General Information Document.

4.18 **Following details regarding the auditors of the Company:**

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

Please refer to Section 5.14(a) of the General Information Document.

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

Please refer to Section 5.14(b) of the General Information Document.

4.19 **Details of the following liabilities of the Issuer as at the end of the preceding quarter, i.e., March 31, 2026 or if available, a later date:**

(a) **Details of outstanding secured loan facilities as on March 31, 2026:**

Please refer to Section 5.15(a) of the General Information Document.

(b) **Details of outstanding unsecured loan facilities as on March 31, 2026:**

Please refer to Section 5.15(b) of the General Information Document.

(c) **Details of Outstanding Non-convertible Securities as on March 31, 2026:**

Please refer to Section 5.15(c) of the General Information Document.

(d) **Details of commercial paper issuances as on March 31, 2026:**

Please refer to Section 5.15(d) of the General Information Document.

(e) **List of Top 10 Non-Convertible Securities in terms of Value (on cumulative basis):**

Please refer to Section 5.15(e) of the General Information Document.

(f) **List of Top 10 (ten) of Commercial Paper in terms of Value (on cumulative basis):**

Please refer to Section 5.15(f) of the General Information Document.

(g) **Details of bank fund-based facilities / Rest of the borrowing (if any including hybrid debt like FCCB, Optionally Convertible Debentures / Preference Shares) from financial institutions or financial creditors as on March 31, 2026:**

Please refer to Section 5.15(g) of the General Information Document.

(h) **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, contingent liability including debt service reserve account guarantees/ any put option etc. (Details of any outstanding borrowings taken/ debt securities issued for consideration other than cash). This information shall be disclosed whether such borrowing/ debt securities have been taken/ issued: a) in whole or part, (b) at a premium or discount, or (c) in pursuance of an option or not.**

Please refer to Section 5.16 of the General Information Document.

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:**

Please refer to Annexure VIII of this Key Information Document.

4.21 **Details of all default/s and/or delay in payments of interest and principal of any kind of term loans, debt securities, commercial paper (including technical delay) and other financial indebtedness including corporate guarantee or letters of comfort issued by the company, in the preceding three years and the current financial year.**

Please refer to Section 5.18 of the General Information Document.

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

Please refer to Section 5.19 of the General Information Document.

4.23 **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 the issue document against the promoter of the Company;**

Please refer to Section 5.20 of the General Information Document.

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

Please refer to Section 5.21 of the General Information Document.

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

Please refer to Section 5.22 of the General Information Document.

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

Please refer to Section 5.23 of the General Information Document.

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

Please refer to Section 5.24 of the General Information Document.

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

Please refer to Section 5.25 of the General Information Document.

4.29 **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.**

Please refer to Section 5.26 of the General Information Document.

4.30 **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.**

| Sr. No. | Name of the Borrower (A) | Amount of Advances /exposures to such borrower (Group) (Rs. Crore) (B) | Percentage of Exposure (C)= B/Total Assets Under Management |
|---|---|---|---|
| 1. | NA | NA | NA |

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

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

Please refer to the Section 5.17 of the General Information Document.

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

Please refer to the Section 5.17 of the General Information Document.

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

No changes beyond threshold specified by RBI.

4.32 **Material changes if any, in the information provided in the General Information Document:**

No change.

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.**

| PARTICULARS | CONSENT |
|---|---|
| Directors | The consent of the Board of Directors is provided vide the board resolution dated June 08th , 2026. |
| Auditors | The consent from the Auditor is provided vide letter dated ····· |
| Merchant Banker | NA |
| Trustees | The consent letter from the Debenture Trustee (Catalyst Trusteeship) is provided vide letter dated June 8, 2026 |
| Legal Advisors | NA |
| Lead Manager | NA |
| Registrar | The consent letter from the Registrar is provided vide letter dated June 8, 2026 |
| Lenders | NA – exclusive charge |

| | |
|---|---|
| Experts | NA |

4.34 **The names of the debenture trustee(s) shall be mentioned with a statement to the effect that debenture trustee(s) has given its consent for appointment along with the copy of the consent letter from the debenture trustee.**

The Debenture Trustee of the proposed Debentures is Catalyst Trusteeship Limited who has given its written consent for its appointment as debenture trustee to the Issue and inclusion of its name in the form and context in which it appears in this Key Information Document and in all the subsequent periodical communications sent to the Debenture Holder(s) for such fees as provided in the consent letter. The consent letter from Debenture Trustee dated June 8, 2026, 2026 bearing reference no CL/DEB/26-27/483 is provided in Annexure V of this Key Information Document. For the purpose of this Issuance, the Company has also executed a DTA with the Debenture Trustee. A copy of the executed DTA has been provided in Annexure III of this Key Information Document.

**Terms and Conditions for carrying out Due Diligence:**

(a) The Debenture Trustee, either through itself or its agents /advisors/consultants, shall carry out requisite diligence to verify the status of encumbrance and valuation of the assets and whether all permissions or consents (if any) as may be required to create the security as stipulated in the Information Memorandum and the Applicable Laws, has been obtained. For the purpose of carrying out the due diligence as required in terms of the Applicable Laws, the Debenture Trustee, either through itself or its agents /advisors/consultants, shall have the power to examine the books of account of the Company and to have the Company's assets inspected by its officers and/or external auditors/valuers/consultants/lawyers/technical experts/management consultants appointed by the Debenture Trustee.

(b) The Company shall provide all assistance to the Debenture Trustee to enable verification from the ROC, sub-registrar of assurances (as applicable), CERSAI, Depositories, Information Utility or any other authority, as may be required, where the assets and/or prior encumbrances in relation to the assets of the Company or any third-party security provider for securing the Debentures, are registered / disclosed.

(c) Further, in the event that existing charge holders the concerned Trustee on behalf of the existing charge holders, have provided conditional consent / permissions to the Company to create further charge on the assets, the Debenture Trustee shall also have the power to verify such conditions by reviewing the relevant transaction documents or any other documents executed between existing charge holders and the Company. The Debenture Trustee shall also have the power to intimate the existing charge holders about proposal of creation of further encumbrance and seeking their comments/ objections, if any.

(d) Without prejudice to the aforesaid, the Company shall ensure that it provides and procures all information, representations, confirmations and disclosures as may be required in the sole discretion of the Debenture Trustee to carry out the requisite diligence in connection with the issuance and allotment of the Debentures, in accordance with the Applicable Laws.

(e) The Debenture Trustee shall have the power to either independently 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.

(f) In order to ensure efficient recording of details regarding creation of security and monitoring of covenants via the system hosted by Depositories using the distributed ledger technology

("**DLT**"), the Issuer and the Debenture Trustee shall ensure that they are in compliance of Chapter III of the SEBI Debenture Trustees Master Circular and various circulars issued in respect of the DLT system by SEBI from time to time.

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

The security is backed by personal guarantee issued by the Guarantors which is provided in Annexure VII.

4.36 **Other matters and reports**:

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

**(i) in the purchase of any business; or**

**(ii) in the purchase of an interest in any business and by reason of that purchase, or anything to be done in consequence thereof, or in connection therewith**

**the company shall become entitled to an interest in either the capital or profits and losses or both, in such business exceeding fifty per cent. thereof, a report made by a chartered accountant (who shall be named in the issue document) upon -**

(A) **the profits or losses of the business for each of the three financial years immediately preceding the date of the issue of the issue document; and**

(B) **the assets and liabilities of the business as on the latest date to which the accounts of the business were made up, being a date not more than one hundred and twenty days before the date of the issue of the issue document.**

Please refer to Section 5.34(a) of the General Information Document.

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

(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**

Please refer to Section 5.34(b) of the General Information Document.

(c) **If:**

**(i) the proceeds, or any part of the proceeds, of the issue of the debt securities are or are to be applied directly or indirectly and, in any manner, resulting in the acquisition by the company of shares in any other body corporate; and -**

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

**A. the profits or losses of the other body corporate for each of the three financial years immediately preceding the issue of the issue document; and**

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

Please refer to Section 5.34(c) of the General Information Document.

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

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

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

Not Applicable

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

Please refer Annexure X of the General Information Document for the broad lending and borrowing policy of the Issuer.

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

Please refer to Section 5.34(f) of the General Information Document.

4.37 **The matters relating to: (i) Material contracts; (ii) Time and place at which the contracts together with documents will be available for inspection from the date of issue document until the date of closing of subscription list**

Please refer to Section 5.34(g) of the General Information Document.

4.38 **Reference to the relevant page number of the audit report which sets out the details of the Related Party transactions entered during the three financial years immediately preceding the issue of issue document.**

Please refer to Section 5.34(h) of the General Information Document.

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

Please refer to Section 5.34(i) of the General Information Document.

4.40 **The details of (i) any inquiry, inspections or investigations initiated or conducted under the securities laws or Companies Act or any previous companies' law, (ii) prosecutions filed, if any (whether pending or not); and (iii) fines imposed or offences compounded, in the three years immediately preceding the year of Issue of issue document in the case of the Issuer being a company and all of its subsidiaries.**

Please refer to Section 5.34(j) of the General Information Document.

## SECTION 5: DISCLOSURE OF THE CASH FLOWS

**A. 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.**

Actual/ Actual

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

The procedure and time schedule for allotment shall be as per the SEBI Electronic Book Mechanism.

| PARTICULARS | DATE |
|---|---|
| **Issue Opening Date** | **18th June, 2026** |
| **Issue Closing Date / Issue Closure Date** | **18th June, 2026** |
| **Pay In Date** | **19th June, 2026** |
| **Deemed Date of Allotment** | **19th June, 2026** |

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

This calculation is based on the assumption that the Deemed Date of Allotment will be on and the scheduled redemption date is a Business Day and is merely illustrative. If there is a change in the Deemed Date of Allotment, calculations will change accordingly.

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| **Company** | Monedo Financial Services Private Limited |
| **Face Value (per security)** | 1,00,000 (Indian Rupees One Lakh Only) |
| **Deemed Date of Allotment** | **19th June, 2026** |
| **Redemption** | **19th July, 2027** |
| **Tenor** | 13 (thirteen) months from the Deemed Date of Allotment. The Tenor cannot be extended beyond the above-mentioned period without the consent of the Debenture Holder(s). |
| **Interest Rate** | 13.70% ((thirteen decimal seven zero per cent) per annum payable monthly. |
| **Frequency of the interest payment / dividend payment with specified dates** | Interest Rate payable monthly on the Interest Payment Dates. |
| **Day Count Convention** | Actual/Actual |

**B. Cash flows per debenture**

| Due Date | Principal | Interest | Total |
|---|---|---|---|
| 31-Jul-26 | 0 | 0 | 0 |
| 31-Aug-26 | 0 | 2,815,068 | 2,815,068 |
| 30-Sep-26 | 0 | 2,908,904 | 2,908,904 |
| 31-Oct-26 | 0 | 2,908,904 | 2,908,904 |
| 30-Nov-26 | 0 | 2,815,068 | 2,815,068 |

| | | | |
|---|---|---|---|
| 31-Dec-26 | 0 | 2,908,904 | 2,908,904 |
| 31-Jan-27 | 0 | 2,815,068 | 2,815,068 |
| 28-Feb-27 | 0 | 2,908,904 | 2,908,904 |
| 31-Mar-27 | 50,000,000 | 2,908,904 | 2,908,904 |
| 30-Apr-27 | 50,000,000 | 2,627,397 | 52,627,397 |
| 31-May-27 | 50,000,000 | 2,327,123 | 52,327,123 |
| 30-Jun-27 | 50,000,000 | 1,689,041 | 51,689,041 |
| 18-Jul-27 | 50,000,000 | 1,163,562 | 51,163,562 |

**Note:**
***Subject to Business Day Convention**

## SECTION 6: ISSUE DETAILS

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| **Security Name (Name of the non-convertible securities which includes (Coupon/ dividend, Issuer Name and maturity year) e.g. 8.70% XXX 2015.** | 13.70% MFSPL 2027 |
| **Issuer / Company** | Monedo Financial Services Private Limited |
| **Type of Instrument** | Non-convertible debentures with monthly interest payment and quarterly principal repayment |
| **Nature of Instrument (Secured or Unsecured)** | Listed, rated, senior, secured, transferable, redeemable Debentures. |
| **Seniority (Senior or Subordinated)** | Senior<br><br>Each Debenture issued by the Company will constitute direct, senior, and secured obligations of the Company. Further, the Debenture Holder(s) shall have a first ranking exclusive and continuing charge over the Hypothecated Assets (defined hereinafter). It is clarified that the claims of the Debenture Holder(s) in this regard shall be akin to all other senior secured indebtedness of the Company.<br><br>Each of the Debenture Holder(s) shall inter-se rank pari passu in relation to their rights and benefits in relation to the Debentures, without any preference or privilege. |
| **Mode of Issue** | Private placement (EBP) |
| **Eligible Investors** | The following categories of investors when specifically approached are eligible to apply for this Issue at par:<br><br>a) Companies and Bodies Corporate;<br>b) Mutual funds, Venture Capital Funds, Alternative Investment Funds and Foreign Venture Capital Investors registered with the Securities and Exchange Board of India;<br>c) Foreign Portfolio Investors other than individuals, corporate bodies and family offices;<br>d) Public financial institutions;<br>e) Insurance companies registered with the Insurance Regulatory and Development Authority of India;<br>f) Provident, Pension, Gratuity and Superannuation Fund Trusts;<br>g) Housing Finance Companies registered with the National Housing Bank (NHB)/ RBI;<br>h) Trusts (including public charitable trusts), Association of Persons, Societies registered under the applicable laws in India;<br>i) Resident Individual Investors and Hindu Undivided Families (excluding minors); |

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| | j) Partnership Firms and Limited Liability Partnership Firms;<br>k) NBFCs registered with RBI; and<br>l) Any other person/ entity those are eligible to invest in bonds/ debentures as per the concerned guidelines and regulations and permitted under Applicable Laws. Any other person eligible to invest in the Debentures subject the relevant prevalent guidelines and as permitted under Applicable Laws. |
| **Appointment and Role of Designated Agent** | (a) By subscribing to any Debentures, the Debenture Holder(s) have agreed and acknowledged that:<br>(i) the Designated Agent is merely endeavouring to support smooth operations of the transactions contemplated in the Transaction Documents, and shall not be deemed to have assumed, any fiduciary, advisory, or other duty to any party; and<br>(ii) notwithstanding anything in the Transaction Documents, the Designated Agent shall not be responsible or liable for any loss, damage, cost, or expense of any nature whatsoever (whether direct, indirect, consequential, or otherwise) arising out of or in connection with its role under the Transaction Documents, including but not limited to, any act or omission undertaken in good faith in the course of facilitating transactions contemplated herein.<br>Without prejudice to the generality of the foregoing, the Designated Agent shall not be liable for any loss, including any loss suffered or incurred by the Debenture Trustee that arises as a result of the Debenture Trustee acting on any instruction, direction, or communication given or purported to be given by the Designated Agent.<br>(b) The Debenture Trustee notes and acknowledges the appointment of the Designated Agent, and confirms that all matters requiring the approval of the Majority Resolution or a Special Resolution, and all matters requiring any instruction from the Majority Debenture Holder(s), the Special Majority Debenture Holder(s), all Debenture Holder(s), or any Debenture Holder will be referred to the Designated Agent. In the absence of any resolution of the Debenture Holder(s) to the contrary and subject to the Applicable Laws, any responses or instructions received by the Debenture Trustee from the Designated Agent shall be considered as being provided by/on behalf of the relevant Debenture Holder(s) as required under the Transaction Documents, and the Debenture Trustee shall give effect to all such matters based on the responses or instructions received from the Designated Agent.<br>(c) All notices to any Debenture Holder shall be copied to the Designated Agent. Any notice received by the Debenture Trustee from the Designated Agent will be deemed to be a notice received |

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| | from the Debenture Holder(s).<br><br>(d) The Designated Agent will be entitled to act for and on behalf of all Debenture Holder(s) unless the Debenture Trustee receives notice:<br><br>(i) that the Designated Agent has resigned; or<br><br>(ii) any Debenture Holder provides a notice to the Debenture Trustee that it has revoked the authorisation granted by it to the Designated Agent or that such Debenture Holder(s) is a subsequent transferee after the Effective Date or that it has not authorised the Designated Agent to act on its behalf. It is clarified that in case of a notice under this sub-Clause (d), the Designated Agent will be entitled to act for all other Debenture Holder(s). |
| **Listing (including name of stock Exchange(s) where it will be listed and timeline for listing)** | (a) The Company shall submit all duly completed documents to the BSE, SEBI, ROC or any other Governmental Authority, as are required under Applicable Law and obtain the listing of the Debentures within the timelines prescribed under the SEBI Listing Timelines Requirements (being within 2 (two) trading days of the Deemed Date of Allotment, up to a maximum of 3 (three) working days from the closing of the Issue Date set out in the Debt Disclosure Documents) ("**Listing Period**").<br><br>(b) The Company shall ensure that the Debentures continue to be listed (in accordance with the SEBI NCS Regulations and other Applicable Law) on the wholesale debt market segment of the BSE.<br><br>(c) In the event there is any delay in listing of the Debentures beyond the Listing Period, the Company will pay to the Debenture Holder(s), penal interest of 1% (one percent) per annum over the Interest Rate, from the date of allotment of the Debentures until the listing of the Debentures is completed.<br><br>(d) In the event, the Debentures are not listed on the Stock Exchange within the time period stipulated herein above, the Company shall, remit the subscription monies back to the account of the applicant / initial Debenture Holder along with the penal interest referred above (without any cure period).<br><br>(e) The Company shall comply with all covenants, undertakings and requirements set out in Schedule V (*Listing and Monitoring Requirements*) of the Debenture Trust Deed. |
| **Rating of the Instrument (Rating)** | "IndRa BBB-/Stable (India Ratings Triple B minus with a Stable Outlook)" |

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| **Rating Agency** | means India Ratings and Research Private Limited, having its registered office at Wockhardt Tower, Level 4, West Wing, Plot C-2, G Block, Bandra Kurla Complex, Bandra (East), Mumbai, Maharashtra, India, 400051. |
| **Debenture Trustee** | Catalyst Trusteeship Limited, a company incorporated under the Companies Act, 1956/2013 with CIN U74999PN1997PLC110262, having its registered office at GDA House, First Floor, Plot No. 85 S. No. 94 & 95, Bhusari Colony (Right), Kothrud, Pune, Maharashtra, India, 411038. |
| **Issue Size** | Issue of up to 5500 (Five Thousand Five Hundred) listed, rated, senior, secured, transferable, redeemable, non-convertible debentures denominated in INR, having a face value of INR 1,00,000 (Indian Rupees One Lakh Only ) each and an aggregate nominal value of INR 55,00,00,000 (Indian Rupees Fifty Five Crores) comprising of<br><br>(a) 2500 (Two Thousand Five Hundred) Debentures having aggregate nominal value of INR 25,00,00,000 (Indian Rupees Twenty Five Crore) as primary issuance; and<br><br>(b) 3000 (Three thousand) Debentures having aggregate nominal value of INR 30,00,00,000 (Indian Rupees Thirty Crore) as green shoe option,<br><br>at par, in dematerialized form on a private placement basis to certain identified investors. |
| **Minimum Subscription** | One Debenture bearing face value of INR 1,00,000 (Indian Rupees One Lakh only) each and in multiples of one Debenture thereafter as per Applicable Law. |
| **Anchor Portion Details** | NA |
| **Objects of the Issue / Purpose for which there is requirement of funds** | The funds raised by the Issue shall be utilized by the Company for the purposes of onward lending ("**Purpose**").<br><br>The funds raised by the Issue shall be utilised by the Company solely for the Purpose and the Company shall not use the Debenture Proceeds towards:<br><br>(a) providing or extending unsecured loans or making any inter-corporate deposits to/in any subsidiary and/or associate of the Company;<br><br>(b) providing any bill discounting facilities;<br><br>(c) making any repayment of any loans availed from its directors, Promoter and/or Promoter Group;<br><br>(d) any capital market instrument such as equity and equity linked or debt and debt-linked instruments or any other capital market related activities (whether directly or indirectly);<br><br>(e) refinancing of existing Financial Indebtedness of the Company;<br><br>(f) investment in the real estate sector/real estate business (including the acquisition/purchase of land); |

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| | (g) any speculative business or activity;<br><br>(h) any purpose, that is not eligible for the providing of financing by banks to non-banking financial companies for bank finance to non-banking financial companies, or, which results in a breach of the RBI's master direction no. DOR.CRE.REC.73/07-01-001/2025-26 dated November 28, 2025 on "*Reserve Bank of India (Commercial Banks – Credit Facilities) Directions, 2025*"; and<br><br>(i) in contravention of Applicable Law (including without limitation, any guidelines, rules or regulations of the RBI and/or SEBI applicable to non-banking financial companies). |
| **Details of the utilization of the proceeds** | The funds raised by the Issue shall be utilized by the Company for the Purpose.<br><br>The funds raised by the Issue shall be utilised by the Company solely for the Purpose and the Company shall not use the Debenture Proceeds towards:<br><br>(a) providing or extending unsecured loans or making any inter-corporate deposits to/in any subsidiary and/or associate of the Company;<br><br>(b) providing any bill discounting facilities;<br><br>(c) making any repayment of any loans availed from its directors, Promoter and/or Promoter Group;<br><br>(d) any capital market instrument such as equity and equity linked or debt and debt-linked instruments or any other capital market related activities (whether directly or indirectly);<br><br>(e) refinancing of existing Financial Indebtedness of the Company;<br><br>(f) investment in the real estate sector/real estate business (including the acquisition/purchase of land);<br><br>(g) any speculative business or activity;<br><br>(h) any purpose, that is not eligible for the providing of financing by banks to non-banking financial companies for bank finance to non-banking financial companies, or, which results in a breach of the RBI's master direction no. DOR.CRE.REC.73/07-01-001/2025-26 dated November 28, 2025 on "*Reserve Bank of India (Commercial Banks – Credit Facilities) Directions, 2025*"; and<br><br>(i) in contravention of Applicable Law (including without limitation, any guidelines, rules or regulations of the RBI and/or SEBI applicable to non-banking financial companies). |

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| **In case the issuer is a NBFC and the objects of the issue entail loan to any entity who is a 'group Issuer' then disclosures shall be made in the following format:** | NA |
| **Coupon Rate or Interest Rate** | 13.70% (Thirteen decimal Seven zero) per annum (fixed), payable monthly on the Interest Payment Dates. |
| **Step Up/Step down Interest Rate** | Not applicable |
| **Coupon Payment Frequency/Interest Payment Frequency** | Monthly, starting from 30th June ,2026 |
| **Coupon Payment Date(s)/Interest Payment Dates** | The Interest Payment Dates are specifically set out in Section 5 (Disclosure of the Cash Flows) hereto. |
| **Cumulative / non-cumulative, in case of dividend** | NA |
| **Interest Type / Interest Rate Parameter (Fixed, floating or other structure)** | Fixed |
| **Coupon Rate Reset Date(s)** | NA |
| **Coupon Reset Process/ Spread Reset Process (including rates, spread, effective date, interest rate cap and floor etc.).** | NA |
| **Day Count Basis (Actual/Actual)** | Actual / Actual. |
| **Interest on Application Money** | At the Coupon Rate (subject to deduction of tax at source under the provisions of the Income Tax Act, 1961, or any other statutory modification or re-enactment thereof, as applicable) from the credit of subscription monies in respect of the Debentures, until 1 (One) day prior to the Deemed Date of Allotment and the same shall be paid to the relevant Investors within 7 (Seven) Business Days from the Deemed Date of Allotment. Where Pay-in Date and Deemed Date of Allotment are the same, no interest on application money is to be paid.<br><br>Where the entire subscription amount has been refunded, the interest on Application Money will be paid along with the refunded amount to the bank account of the Applicant as described in the Application Form by electronic mode of transfer such as (but not limited to) RTGS/NEFT/direct credit.<br><br>Where an Applicant is allotted a lesser number of Debentures than applied for, the excess amount paid on application will be refunded to the Applicant in the bank account of the Applicant as described in the Application Form towards interest on the refunded money by electronic |

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| | mode of transfer like RTGS/NEFT/direct credit. Details of allotment will be sent to each successful Applicant. |
| **Default Interest** | 4% |
| **Tenor** | 13 (thirteen) months from the Deemed Date of Allotment. The Tenor cannot be extended beyond the above-mentioned period without the consent of the Debentures Holders. |
| **Redemption Date** | As specified in Section 5 (Disclosure of the Cash Flows) hereto or any other date in accordance with provided under the heading "*Redemption; Early Redemption*" in Section 6 (*Issue Details*) of this Key Information Document on which payment of the Outstanding Principal Amounts is required to be made in respect of the Debentures. |
| **Redemption Amount** | As specified in Section 5 (Disclosure of the Cash Flows) hereto. |
| **Redemption Premium/ Discount** | NA |
| **Accelerated Redemption** | The Debentures shall be mandatorily redeemed by the Issuer prior to the Final Redemption Date without any additional coupon or penal interest for:<br>(i) any Force Majeure Event;<br>(ii) any Event of Default<br>(iii) if such early redemption becomes necessary due to a change in applicable law resulting in any of the Transaction Documents or the transaction structure contemplated hereunder becoming unlawful, void, or unenforceable; and<br>(iv) any rating downgrade where the rating falls from the current rating of IND 'BBB- '<br><br>It is clarified that no part prepayment will be allowed (and the entire outstanding amount of the Debentures will have to be prepaid in such case).<br>"Force Majeure Event" means any event due to any cause beyond the reasonable control of a party, including but not limited to sabotage, fire, flood, explosion, acts of God, civil commotion, strikes or industrial action of any kind, riots, insurrection, war, acts of government, which impacts the Company's ability to pay the outstanding amounts under the Debentures. |
| **Issue Price** | Rs. 1,00,000/- (Rupees One Lakh Only) per Debenture. |
| **Discount at which security is issued and the effective coupon as a result of such discount.** | NA |
| **Put Option** | NA |
| **Put Option Date(s)** | NA |
| **Put Option Price** | NA |

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| **Put Notification Time (Timelines by which the investor needs to intimate Issuer before exercising the put)** | NA |
| **Call Option** | NA |
| **Call Option Date(s)** | NA |
| **Call Option Price** | NA |
| **Call Notification Time (Timelines by which the investor needs to intimate Issuer before exercising the call)** | NA |
| **Face Value** | Rs. 1,00,000/- (Rupees One Lakh Only) per Debenture. |
| **Minimum application and multiples of Debt securities thereafter** | One Debenture bearing face value of INR 1,00,000/- (Rupees One Lakh Only) each and in multiples of one Debenture thereafter as per Applicable Law. |
| **Issue Timing** | |
| **1. Issue Opening Date** | 18th June, 2026 |
| **2. Issue Closing Date** | 18th June, 2026 |
| **3. Date of earliest closing of the issue, if any.** | 18th June, 2026 |
| **4. Pay-in Date** | 19th June, 2026 |
| **5. Deemed Date of Allotment** | 19th June, 2026 |
| **Settlement Mode of the Instrument** | RTGS/NEFT/direct credit to such bank account within India as the Debenture Holder(s) inform the Company in writing and which details are available with the Registrar. Credit for all payments will be given only on realisation. |
| **Bidding Details** | 11 a.m. to 12 p.m. |
| **Mode of Allotment** | Private Placement (EBP) |
| **Manner of Settlement** | Pay-in of funds through ICCL and the account details are given in Section 8.9 (*Issue Procedure*) of the General Information Document. |
| **Settlement Cycle** | T+1 days, where T refers to the date of bidding/ issue day |
| **Depository** | NSDL and CDSL |
| **Disclosure of Interest/Dividend/ Redemption Dates** | Please refer Section 4 (Disclosure of Cash Flows) for the indicative cash flows. |
| **Record Date** | date falling 15 (fifteen) calendar days prior to the Interest Payment Date or the relevant Due Date. |
| **All covenants of the Issue (including side letters,** | There are no other covenants other than as prescribed in the Transaction Documents and as provided in this Section 6 (*Issue Details*). |

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| **accelerated payment clause etc.)** | |
| **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.** | All amounts due under the Issue shall be secured with following securities:<br><br>1. Secured by way of First and Exclusive charge on all identified receivables present & future including Issuer with cover of 1.25x<br>2. Unconditional and irrevocable personal guarantee of Mr. Ashish Kohli<br>3. Non-Disposal Undertaking to the extent of 75% % in favour of Investor(s) on shares of Ms. Mondeo Financial Services Private Limited held by Mr. Ashish Kohli |
| **Replacement of security, interest to the debenture holder over and above the coupon rate as specified in the Debenture Trust Deed and disclosed in the issue document.** | **ADDITIONAL RECEIVABLES**<br><br>(a) In the event the:<br><br>(i) value of the Hypothecated Assets is diminished and the Company is unable to maintain the Security Cover; or<br><br>(ii) Receivables comprising the Hypothecated Assets do not satisfy the Eligibility Criteria,<br><br>the Company shall, within 3 (three) Business Days of the occurrence of any of the above events or such other further time period as may be prescribed by the Debenture Trustee (acting on the instructions of Debenture Holder(s) and/or Designated Agent), ensure that the Receivables which do not satisfy the Eligibility Criteria are removed and replaced or additional Receivables are added to the Hypothecated Assets (as the case may be) such that the value of the Hypothecated Assets equals or exceeds the Security Cover by creating a first ranking exclusive and continuing charge by way of hypothecation over additional or new Receivables (in respect of the Client 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 and/or the Designated Agent on the relevant Top-up Date.<br><br>(b) For the avoidance of doubt, it is clarified that such additional or new Receivables referred to in this sub-section need not be either Client Loans by way of on-lending the proceeds of the Issue or by way of on-lending the proceeds of any repayment or prepayment |

or redemption in any other manner of Client Loans originated by way of on-lending the proceeds of the Issue.

(c) Any additional or new security provided under this sub-section will constitute and shall always be deemed to have constituted a part of the Hypothecated Assets.

(d) The description of the assets comprising the additional or new security specified by the Company to the Debenture Trustee in the Hypothecated Assets Report or in any lists/description provided on each Top-up Date 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.

The security interest over the Receivables that do not meet the Eligibility Criteria shall be released.

**CASH COLLATERAL**

(a) In the event the Company is unable to maintain the Security Cover in accordance with Section 6 (*Issue Terms*) of this Key Information Document above, the Company shall, within 3 (three) Business Days of the occurrence of the above event ("**Cash Collateral Security Creation Date**"), furnish in the name of the Debenture Trustee (acting for the benefit of Debenture Holder(s)), an unencumbered fixed deposit(s) placed with such scheduled commercial bank as may be mutually agreed between the Company and the Debenture Trustee, in an amount equivalent to the shortfall required to ensure the Security Cover is maintained at all times. For the avoidance of doubt, the Cash Collateral provided shall be of an amount sufficient to ensure that: (i) the aggregate of the value of the Hypothecated Assets and the amount of such fixed deposit(s) are equivalent to at least 1.25 (one decimal two five) times the value of the Secured Obligations and (ii) the aggregate of the principal amounts of the Client Loans comprising the Hypothecated Assets and the principal amounts of such fixed deposit(s) shall be at least 1.25 (one decimal two five) times the value of the Secured Obligations ("**Cash Collateral**") as additional security, in favour of the Debenture Trustee.

(b) Pursuant to sub-Clause (a) above, in the event the Company provides the Cash Collateral, the Debenture Trustee (acting for the benefit of the Debenture Holder(s)) shall be the legal and beneficial owner of the Cash Collateral.

(c) The Company hereby covenants, undertakes and agrees to:

(i) ensure the creation of the Cash Collateral in the name of the Debenture Trustee in accordance with the regulations and bye-laws of the relevant scheduled commercial bank, or such other entity/organization that is relevant/applicable to the creation in the name of the

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| | Debenture Trustee over the Cash Collateral, and ensure that the prior consent of such scheduled commercial bank or such other entity/organization, or the Company, would not be required for the Debenture Trustee to enforce/invoke the Cash Collateral in accordance with the Debenture Trust Deed;<br><br>(ii) on the Cash Collateral Security Creation Date, provide evidence of creation of the Cash Collateral in the name of the Debenture Trustee together with certified copies of account statements for the fixed deposits underlying the Cash Collateral reflecting/recording the creation in the name of the Debenture Trustee over the Cash Collateral;<br><br>(iii) until the Final Settlement Date, ensure that the Cash Collateral is in full force and effect. In pursuance of the above, while obtaining the fixed deposits in relation to the Cash Collateral, the Company will ensure that the terms of the fixed deposit include an automatic renewal/"roll-over" instruction or any similar arrangement so as to ensure that, in the absence of any instruction to the contrary from the Debenture Trustee, on the expiry of the term of any fixed deposits underlying the Cash Collateral, such fixed deposits are automatically renewed for the same time period and on the same terms by the relevant scheduled commercial bank; and<br><br>(d) The Company hereby confirms and agrees that on completion of creation of the Cash Collateral in accordance with sub-Clause (c) above, the Cash Collateral may be enforced/invoked in accordance with the Debenture Trust Deed, without the requirement of any prior consent from, or intimation to, the Company. If so required, the Company shall co-operate in all possible manner with the Debenture Trustee to facilitate the enforcement of the security created under the Transaction Documents (including for the enforcement/invocation of the Cash Collateral).<br><br>**SECURITY DEFAULT INTEREST** |
| **Transaction Documents** | (a) the Debenture Trust Deed;<br>(b) the Debenture Trustee Agreement;<br>(c) the Deed of Hypothecation;<br>(d) the Power of attorney pursuant to the Deed of Hypothecation;<br>(e) the Personal Guarantee including the non-disposal undertaking of the Guarantor;<br>(f) the Debt Disclosure Documents; |

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| | (g) the Demand Promissory Note and the Letter of Continuity;<br>(h) the letters issued by, and each memorandum of understanding/agreement entered into with, the Rating Agency, the Debenture Trustee and/or the Registrar;<br>(i) each tripartite agreement between the Company, the Registrar and the relevant Depository;<br>(j) the Resolutions;<br>(k) any undertakings from the Company and/or the shareholders of the Company as are required by the Debenture Holder(s) (if any); and<br>(l) any other document that may be designated as a Transaction Document by the Debenture Trustee. |
| **Conditions Precedent for Subscription to Debentures** | The Company shall fulfil the following conditions precedent, to the satisfaction of the Debenture Trustee and/or the Designated Agent, on or prior to the "Issue Opening Date" set out in the Debt Disclosure Documents, and shall submit and provide to the Debenture Trustee:<br>**CONSTITUTIONAL DOCUMENTS AND AUTHORISATIONS**<br>(a) a copy of the Constitutional Documents certified as correct, complete and in full force and effect by an appropriate officer of the Company;<br>(b) a copy of the Resolutions together with relevant filings (including, to the extent applicable, Form MGT-14) in respect of such resolution made with the ROC in accordance with the Companies Act;<br>**TRANSACTION DOCUMENTS**<br>(c) execution, delivery and stamping of the Transaction Documents (including the Debt Disclosure Documents) in a form and manner satisfactory to the Debenture Trustee;<br>**INTERMEDIARY DOCUMENTS**<br>(d) a copy of the rating letter and/or the rating rationale issued in relation to the Debentures affirming/re-affirming a rating of at least "IndRa BBB-/Stable";<br>(e) a copy of the consent from the Debenture Trustee to act as the debenture trustee for the Issue;<br>(f) a copy of the consent of the Registrar to act as the registrar and transfer agent for the Issue;<br>(g) a copy of the tripartite agreement(s) executed between the |

Company, the Registrar and the relevant Depository;

**CERTIFICATES AND OTHERS**

(h) the Company shall complete the preparation and audit of Ind-AS converged financial statements for the Financial Year ended March 31, 2026, March 31, 2025 and March 31, 2024 and furnish the same to the Debenture Trustee and/or the Designated Agent/Debenture Holder(s) and Stock Exchange for listing the Debentures;

(i) evidence that all 'know your customer' requirements, including the copies of passports, PAN cards and Aadhar Cards of the Guarantor are provided to the satisfaction of the Debenture Trustee/the Applicants;

(j) a certificate from a person that is a member of the management of the Company addressed to the Debenture Trustee confirming as on the Deemed Date of Allotment/the date of the certificate, *inter alia*:

(i) the persons authorised to sign the Transaction Documents and any document to be delivered under or in connection therewith, on behalf of the Company, together with the names, titles and specimen signatures of such authorised signatories;

(ii) the Company has the power under the Constitutional Documents to borrow amounts by way of the issuance of the Debentures and create the Transaction Security to secure such Debentures;

(iii) the issuance of the Debentures and the creation of security over the Hypothecated Assets will not cause any limit, including any borrowing or security providing limit binding on the Company to be exceeded;

(iv) no consents and approvals are required by the Company from its creditors or any Governmental Authority or any other person for the issuance of the Debentures and creation of security under the Deed of Hypothecation;

(v) each copy document provided pursuant to the Debenture Trust Deed is correct, complete and in full force and effect and has not been modified, amended, altered, rescinded or revoked;

(vi) the representations and warranties contained in the Transaction Documents are true and correct in all respects;

(vii) no Event of Default has occurred or is subsisting or would reasonably be expected to result from the execution or

performance of any Transaction Documents or the issuance of the Debentures;

(viii) no Material Adverse Effect has occurred and no circumstances exist which could give rise, with the passage of time or otherwise, to a Material Adverse Effect;

(ix) the Company and the Promoter Group are is solvent for the purposes of Applicable Law;

(x) the value of the Hypothecated Assets is sufficient to at least maintain the Security Cover; and

(xi) no investor or shareholder consent/approval, pursuant to the articles of association of the Company or any shareholders' agreements or other documents/instruments entered into by the Company and its shareholders and investors, is required for the Company to enter into or perform its obligations under the Transaction Documents;

(k) a copy of the letter or confirmation from the Company's bank(s), in a form acceptable to the Debenture Trustee, verifying the specimen signatures of the authorised signatories provided under sub-Paragraph (k)(i) above;

(l) a copy of the in-principle approval provided by the Stock Exchange in respect of the listing of the Debentures within the timelines prescribed under the SEBI Listing Timelines Requirements;

(m) copies of the due diligence certificates from the Debenture Trustee in accordance with Chapter II (*Due Diligence by Debenture Trustees*) of the SEBI Debenture Trustees Master Circular and the SEBI NCS Regulations;

(n) a certificate from an independent chartered accountant confirming as on the Deemed Date of Allotment/the date of the certificate that (i) the Company and the Promoter Group are solvent for the purposes of Applicable Law and no bankruptcy or Insolvency Related Event has been initiated or pending against the Company or Promoter Group, (ii) there are no Tax dues or any other sums pending and payable by the Company under the IT Act and no claims, demands or notices have been received by the Company and the Promoter Group with respect to any Tax or any other sum payable by the Company under the IT Act, 2025, and (iii) the Hypothecated Assets are free from any encumbrance;

(o) net worth certificate of the Guarantor as of the last Quarterly Date (i.e., March 31, 2026) issued by an independent practicing chartered accountant;

(p) the required details of the Hypothecated Assets in such manner

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| | 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*";<br><br>(q) evidence that all fees, costs and expenses (including applicable stamp duties) then due from the Company pursuant to the Transaction Documents have been or will be paid prior to the Deemed Date of Allotment;<br><br>(r) evidence that the credit score provided by any credit information bureau accredited with the RBI (including but not limited to TransUnion CIBIL Limited) in respect of the Company, the directors of the Company and the Promoter Group has been checked to the satisfaction of the Debenture Trustee;<br><br>(s) deliver 15 (fifteen) duly filled, signed, undated cheques (in favour of the Debenture Trustee), equivalent to the aggregate Outstanding Principal Amounts and monthly interest payments along with a covering letter by the Company to the Debenture Trustee;<br><br>(t) procure that the Promoter delivers 5 (five) duly filled, signed, undated cheques (in favour of the Debenture Trustee), equivalent to the aggregate Outstanding Principal Amounts and monthly interest payments along with a covering letter by the Company to the Debenture Trustee;<br><br>(u) details, in form and substance satisfactory to the Debenture Trustee and/or the Designated Agent, of the Promoter, the key managerial personnel of the Company (CEO/MD, company secretary, whole time director, chief financial officer and such other officers as may be designed by the board of directors of the Company) and other statutory directors of the Company. Such annexure shall include, without limitation, the name, residential address, telephone numbers, email addresses, Aadhaar number, permanent account number and passport number of each such person, together with true copies of the Aadhaar card, PAN card and passport of each such person;<br><br>(v) a duly signed and undated consent letter, in the format prescribed by the Debenture Trustee and/ or the Designated Agent, authorising and permitting the Debenture Trustee and the Designated Agent (and/or its nominees, agents or service providers) to undertake a detailed portfolio review, PR scrub and data analysis of the Hypothecated Assets through CIBIL and/or CRIF High Mark or any other credit information company as may be required by the Debenture Trustee and/or Designated Agent. All costs and expenses in relation to such portfolio review, PR scrub and data analysis (including any fees payable to credit information companies or third-party service providers) shall be borne solely by the Company. The Company confirms that such |

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| | consent shall be irrevocable and shall remain valid for the purposes of the transaction till the Debentures has been fully redeemed;<br><br>(w) submit the certified copies of the shareholders' agreement duly executed by the shareholders of the Company;<br><br>(x) submit the copies of the sanction letters duly executed for Financial Indebtedness including off-balance sheet, non-fund-based facilities;<br><br>(y) insert an enabling provision for appointment of a Nominee Director in accordance with Clause 4.8 (*Nominee Director*) in the Company's articles of association;<br><br>(z) a non-disposal undertaking from the Promoter in favour of the Debenture Trustee/ Designated Agent where the Promoter undertakes that he shall not sell transfer, pledge, create any encumbrance over, or otherwise dispose of the shares held by the Promoter in the Company such that its shareholding in the Company falls below 51% (fifty one percent);<br><br>(aa) issuance of the private placement offer-cum-application letter in Form PAS-4; and<br><br>(bb) such other information, documents, certificates, opinions and instruments as the Debenture Holder(s)/Debenture Trustee may reasonably request. |
| **Conditions Subsequent to Disbursement** | The Company shall fulfil the following conditions subsequent, to the satisfaction of the Debenture Trustee:<br><br>(a) the Company shall, on the Deemed Date of Allotment, provide a copy of the resolution of the Company's board of directors/committee of the Company's board of directors in respect of the allotment of the Debentures, certified as correct, complete and in full force and effect by an appropriate officer of the Company;<br><br>(b) the Company shall ensure that the Debentures are allotted to the respective Debenture Holder(s) and are credited into the demat accounts of the relevant Debenture Holder(s) within the timelines prescribed under SEBI Listing Timelines Requirements and provide evidence that the depository accounts of the Debenture Holder(s) with the Depositories has been credited with the Debentures within 2 (two) Business Days from the Deemed Date of Allotment or such further time period as may be agreed by the Parties;<br><br>(c) the Company shall, on or prior to the utilisation of the Application Money received by the Company, or within 15 (fifteen) days of the allotment of the Debentures, whichever is earlier, file a return of allotment of securities under Form PAS-3 of the Companies |

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| | (Prospectus and Allotment of Securities) Rules, 2014 with the ROC along with a list of the Debenture Holder(s) and with the prescribed fee;<br><br>(d) the Company shall provide a management undertaking certificate certified by a statutory auditor within 15 (fifteen) days from the Deemed Date of Allotment confirming the utilisation of funds raised by the issue of the Debentures for the Purpose;<br><br>(e) 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;<br><br>(f) the Company shall record the names of the subscribers to the Debentures within 7 (seven) Business Days of Deemed Date of Allotment for Debentures;<br><br>(g) the Company shall provide the filed Form PAS 5 and Form PAS 3 along with the Debt Disclosure Documents to the Debenture Trustee.<br><br>(h) the Company shall in respect of the Transaction Security, file Form CHG-9 with the ROC and shall ensure and procure that the Debenture Trustee files the prescribed Form I with CERSAI, each within the time period as may be prescribed under Applicable Law from the date of creation of the Transaction Security;<br><br>(i) the Company shall make the application for listing of the Debentures and obtain listing of the Debentures on the wholesale debt market segment of the Stock Exchange within the timelines prescribed under the SEBI Listing Timelines Requirements (being on or prior to the expiry of 3 (three) Business Days from the "Issue Closing Date" set out in the Debt Disclosure Documents);<br><br>(j) to the extent applicable and required under Applicable Law, the Company shall submit all information (including in relation to the security created under the Transaction Documents), and 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, within 30 (thirty) calendar days from the date of the Deed of Hypothecation, or such other time period as may be prescribed under Applicable Law;<br><br>(k) the Company shall on or prior to making the application for listing, provide copies of the due diligence certificates from the Debenture Trustee in accordance with Chapter II (*Due Diligence by Debenture Trustees*) of the SEBI Debenture Trustees Master Circular and the SEBI NCS Regulations, as may be required for obtaining the listing of the Debentures; |

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| | (l) within 15 (fifteen) calendar days from the Deemed Date of Allotment, the Company shall provide a certificate from the statutory auditor of the Company addressed to the Debenture Trustee confirming the utilisation of funds raised through the issue of Debentures for the Purpose;<br><br>(m) the Company shall, within such time period as may be prescribed by the Debenture Trustee, provide evidence that stamp duty on the Debentures has been paid by the Company;<br><br>(n) within 1 (one) Business Day of the audited financial statements as of March 31, 2026 being approved/adopted by the shareholders of the Company in their annual general meeting, the Company shall provide a copy of the audited financial statements of the Company for the Financial Year ended March 31, 2026;<br><br>(o) within 3 (three) months from the Deemed Date of Allotment, the Company shall ensure that the Rating Agency provides the issue-specific rating letter for the Debentures; and<br><br>(p) comply with such other condition and provide such other information and documents as the Debenture Holder(s)/Debenture Trustee may reasonably request, or as may be required under Applicable Law. |
| **Representation & Warranties** | The Company makes the representations and warranties set out below to the Debenture Trustee for the benefit of the Debenture Holder(s) as on the Effective Date, which representations shall be deemed to be repeated on each day until the Final Settlement Date.<br><br>(a) ***Status***<br><br>(i) It is a company, duly incorporated, registered and validly existing under Applicable Law.<br><br>(ii) It is a non-banking financial company registered with the RBI.<br><br>(iii) It has the power to own its Assets and carry on its business as it is being conducted.<br><br>(b) ***Binding obligations***<br><br>The obligations expressed to be assumed by it under the Transaction Documents are legal, valid, binding and enforceable obligations.<br><br>(c) ***Non-conflict with other obligations***<br><br>The entry into and performance by it of, and the transactions contemplated by the Transaction Documents do not and will not conflict with: |

(i) any Applicable Law;

(ii) the Constitutional Documents; or

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

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

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

(e) ***Validity and admissibility in evidence***

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

(i) to enable it to lawfully enter into, exercise its rights and comply with its obligations under the Transaction Documents to which it is a party;

(ii) to make the Transaction Documents to which it is a party admissible in evidence in its jurisdiction of incorporation; and

(iii) for it to carry on its business, and which are material, have been obtained or effected and are in full force and effect.

(f) ***No default***

(i) No Event of Default 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.

(ii) No other event or circumstance is outstanding which constitutes (or which would, with the lapse of time, the giving of notice, the making of any determination under the relevant document or any combination of the foregoing, constitute) a default or termination event (however described) under any other agreement or instrument which is binding on the Company or any of its Assets or which might have a Material Adverse Effect.

(g) ***Ranking***

The payment obligations of the Company under the Transaction Documents rank at least *pari passu* with the claims of all of its

other senior secured creditors, except for obligations mandatorily preferred by Applicable Law applying to companies generally.

(h) ***No proceedings pending***

As of the Effective Date, there is no pending or threatened litigation, investigation or proceeding that may have a Material Adverse Effect on the business condition (financial or otherwise), operations, performance or prospects of the Company or that purports to affect the Debentures.

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

All information provided by the Company to the Debenture Trustee/Debenture Holder(s) is true and accurate in all material respects as at the date it was provided or as at the date (if any) at which it is stated and is not misleading due to omission of material fact or otherwise.

(j) ***Compliance***

(i) The Company has complied with Applicable Law (including but not limited to taxation related laws for the Company to carry on its business, all directions issued by the RBI to non-banking financial companies and the SEBI Listed Debentures Circulars).

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

(iii) No notice or other communication from any Governmental Authority has been issued or is outstanding or anticipated with respect to an alleged, actual or potential violation and/or failure to comply with any such Applicable Law or requiring them to take or omit any action.

(iv) The Company shall complete all necessary formalities including all filings with the relevant regulatory authorities, including but not limited to the SEBI, the BSE, CERSAI and the ROC and obtain all consents and approvals required for the completion of the Issue.

(k) ***Assets***

Except for the security interests and encumbrances created and recorded with the ROC, the Company has, free from any security interest or encumbrance, the absolute legal and beneficial title to, or valid leases or licenses of, or is otherwise entitled to use (in

each case, where relevant, on arm's length terms), all material Assets necessary for the conduct of its business as it is being, and is proposed to be, conducted.

(l) ***Financial statements***

(i) Its audited financial statements most recently provided to the Debenture Trustee as of [March 31, 2026] were prepared in accordance with Applicable Accounting Standards consistently applied save to the extent expressly disclosed in such financial statements.

(ii) Its audited financial statements as of [March 31, 2026] provided to the Debenture Trustee, give a true and fair view and represent its financial condition and operations during the Financial Year save to the extent expressly disclosed in such financial statements.

(m) ***Solvency***

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

(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 Financial Indebtedness.

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

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

(v) No insolvency or bankruptcy process has commenced under Applicable Law in respect of the Company (including pursuant to the (Indian) Insolvency and Bankruptcy Code, 2016, the Insolvency and Bankruptcy (Insolvency and Liquidation Proceedings of Financial Service Providers and Application to Adjudicating Authority) Rules, 2019, and any other rules and regulations made thereunder from time to time).

(vi) No reference has been made, or enquiry or proceedings commenced, in respect of the Company, before the National Companies Law Tribunal or under any

mechanism or prescription of the RBI in respect of resolution/restructuring of stressed assets (including without limitation, under the Stressed Assets Framework).

(n) ***Hypothecated Assets***

(i) The Hypothecated Assets are the sole and absolute property of the Company and are free from any other mortgage, charge or encumbrance and are not subject to any *lis pendens*, attachment, or other order or process issued by any Governmental Authority.

(ii) All consents and approvals required (if any) by the Company from its creditors or any Governmental Authority or any other person in relation to the creation of security over the Hypothecated Assets have been obtained.

(iii) The Transaction Documents executed or to be executed constitute legal, valid and enforceable security interest in favour of the Debenture Trustee and for the benefit of the Debenture Holder(s) on all the Hypothecated Assets and all necessary and appropriate consents for the creation, effectiveness, priority and enforcement of such security have been obtained.

(iv) The Hypothecated Assets have been originated in the normal course of business, and are in conformity to the normal credit criteria adopted by the Company at the time of its sanction, and are in compliance with the eligibility criteria prescribed in the Transaction Documents.

(v) No event of default, howsoever defined therein, has occurred in respect to any of the terms of the underlying loan agreements in respect of the Client Loans comprising the Hypothecated Assets.

(vi) None of the underlying borrowers in respect of the Client Loans comprising the Hypothecated Assets have disputed any amounts due under the underlying loan agreements in respect of such Client Loans.

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

(i) No fact or circumstance, condition, proceeding or occurrence exists that has a Material Adverse Effect.

(ii) No Material Adverse Effect has occurred or would reasonably be expected to result from the execution or performance of any Transaction Documents or the

issuance of the Debentures.

(p) ***Illegality***

It is not unlawful or illegal for the Company to perform any of its obligations under the Transaction Documents.

(q) ***No filings or stamp taxes***

There are no stamp duties, registration, filings, recordings or notarizations before or with any Governmental Authority required to be carried out in India in relation to the execution and delivery of the Transaction Documents by the Company other than the:

(i) stamping of the Transaction Documents (on or prior to execution in Jaipur, India) in accordance with Indian Stamp Act, 1899 (as applicable to Rajasthan, India);

(ii) payment of the stamp duty in respect of the Debentures;

(iii) filing of the return of allotment of securities under Form PAS-3 of the Companies (Prospectus and Allotment of Securities) Rules, 2014 with the ROC;

(iv) filing of the Debt Disclosure Documents (as applicable) with the Stock Exchanges;

(v) filing of Form CHG 9 with the ROC within the time period set out in the Deed of Hypothecation; and

(vi) filing of Form I with CERSAI within the time period set out in the Deed of Hypothecation.

(r) ***Others***

(i) The Company is aware and acknowledges that the Debenture Trustee has entered into the Debenture Trust Deed and the Debenture Holder(s) have subscribed/agreed to subscribe to the Debentures on the basis of and relying upon the representations, warranties, statements, covenants, agreements and undertakings on the part of the Company contained in the Debenture Trust Deed, and that the Debenture Trustee would not have done so in the absence of such representations, warranties, statements, covenants, agreements and undertakings by the Company;

(ii) The Company, through a resolution passed by the board of directors, confirm that the Company is not in breach of the covenants with other lenders by this Issue.

(iii) The Company acknowledges and agrees that the Debenture Holder(s) have the right to sell, transfer or

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| | assign the Debentures to any party as it may deem fit in accordance with the terms of the Transaction Documents and Applicable Law;<br><br>(iv) The Promoter, key managerial personnel, including the chief executive officer/managing director, company secretary, whole-time director, chief financial officer and such other officers as may be prescribed or designated by the board of directors of the Company are citizens of India and hold valid and subsisting Indian passports (which have not expired, been revoked, suspended, impounded or otherwise rendered invalid) and/or government issued Aadhaar; and<br><br>(v) No notice has been received by the Company or, to its knowledge, by any Promoter or key managerial personnel, including the chief executive officer/managing director, company secretary, whole-time director, chief financial officer and such other officers as may be prescribed or designated by the board of directors of the Company, in relation to cancellation, impounding, suspension or restriction of use of their passports. |
| **Affirmative Covenants** | The Company shall:<br><br>(a) ***Use of Debenture Proceeds***<br><br>use the Debenture Proceeds only for the Purpose and in accordance with Applicable Law and the Transaction Documents;<br><br>(b) ***Loss or Damage by Uncovered Risks***<br><br>promptly inform the Debenture Trustee and the Debenture Holder(s) of any material loss or significant damage which the Company may suffer due to any force majeure circumstances or act of God, such as earthquake, flood, tempest or typhoon, etc. against which the Company may not have insured its properties;<br><br>(c) ***Costs and Expenses***<br><br>pay all reasonable costs, charges and expenses in any way incurred by the Debenture Trustee towards protection of the Debenture Holder(s)' 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;<br><br>(d) ***Payment of Rents, etc.***<br><br>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 such amounts are payable;

(e) ***Preserve Corporate Status***

(i) diligently preserve and maintain its corporate existence and status and all rights, privileges, and concessions now held or hereafter acquired by it in the conduct of its business;

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

(iii) not do or voluntarily suffer or permit to be done any act or thing whereby its right to transact its business might or could be terminated or whereby payment of the Secured Obligations might or would be hindered or delayed;

(f) ***Pay Stamp Duty***

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. In the event the Company fails to pay such stamp duty, other duties, taxes and penalties as aforesaid, the Debenture Trustee shall be at liberty (but shall not be bound) to pay such amounts and the Company shall reimburse the aforementioned amounts to the Debenture Trustee on demand;

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

(i) provide to the Debenture Trustee, details of any and all material litigation, arbitration or administrative proceedings against the Company;

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

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

(iv) provide to the Debenture Trustee or its nominee(s)/agent(s) such information/copies of relevant extracts as they may require for the purpose of filing any

relevant forms with any Governmental Authority (including but not limited to the CERSAI) in relation to the Debentures and the Hypothecated Assets;

(v) furnish quarterly reports to the Debenture Trustee (as may be required in accordance with Applicable Law) containing the following particulars:

(A) updated list of the names and addresses of the Debenture Holder(s);

(B) details of the interest due, but unpaid and reasons thereof;

(C) the number and nature of grievances received from the Debenture Holder(s) and resolved and unresolved by the Company along with the reasons for the same; and

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

(vi) inform and provide the Debenture Trustee with applicable documents in respect of the following:

(A) notice of any Event of Default or Potential Event of Default; and

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

(vii) furnish monthly progress performance reports to the Debenture Trustee and Designated Agent in the format as specified by the Debenture Trustee from time to time;

(h) ***Redressal of Grievances***

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

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

comply with the provisions of the Companies Act relating to transfer of unclaimed/ unpaid amounts of interest on Debentures

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| | and redemption of Debentures to Investor Education and Protection Fund, if applicable to it. The Company hereby further agrees and undertakes that until the Final Settlement Date it shall abide by the regulations, rules or guidelines/listing requirements if any, issued from time to time by the Ministry of Corporate Affairs, RBI, SEBI or any other competent Governmental Authority;<br><br>(j) ***Corporate Governance; Fair Practices Code***<br><br>comply with any corporate governance requirements applicable to the Company (as may be prescribed by the RBI, SEBI, Stock Exchange, or any other Governmental Authority) and the fair practices code prescribed by the RBI;<br><br>(k) ***Further Assurances***<br><br>(i) provide details of any material litigation, arbitration or administrative proceedings;<br><br>(ii) comply with any monitoring and/or servicing requests/calls from the Debenture Trustee on a quarterly basis and at such other time periods as the Debenture Trustee may reasonably request;<br><br>(iii) execute and/or do and maintain in full force, at its own expense, all such deeds, assurances, documents, instruments, acts, matters and things, in such form and otherwise as the Debenture Trustee may reasonably or by Applicable Law require or consider necessary in relation to enforcing or exercising any of the rights and authorities of the Debenture Trustee;<br><br>(iv) obtain, comply with the terms of and do all that is necessary to maintain in full force and effect all authorisations and licenses necessary to enable it to lawfully enter into and perform its obligations under the Debenture Trust Deed or to ensure the legality, validity, enforceability or admissibility in evidence in India of the Debenture Trust Deed;<br><br>(v) comply with:<br><br>(A) all Applicable Law (including but not limited to the Companies Act, the environmental, social and taxation related laws, all directions issued by the RBI to non-banking financial companies), as applicable in respect of the Debentures and obtain such regulatory approvals as may be required from time to time;<br><br>(B) the SEBI Debenture Trustees Regulations as in force from time to time, in so far as they are |

applicable to the Debentures and furnish to the Debenture Trustee such data, information, statements and reports as may be deemed necessary by the Debenture Trustee in order to enable them to comply with the provisions of Regulation 15 of the SEBI Debenture Trustees Regulations thereof in performance of their duties in accordance therewith to the extent applicable to the Debentures;

(C) (if applicable) the liquidity coverage ratio applicable to the Company as prescribed by the RBI (in accordance with the criteria prescribed by the RBI);

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

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

(F) 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 in accordance with Applicable Law relating to Tax 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 Holder(s); and

(G) if so required, the terms of Chapter XI (*Operational framework for transactions in defaulted debt securities post maturity date/ redemption date)* of the Listed NCDs Master Circular, and provide all details/intimations to the Debenture Trustee, the Depositories, and Stock Exchange (as the case may be) in accordance with the provisions therein;

(vi) to the extent applicable, 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; and

(vii) it will provide all necessary assistance and cooperation to, and permit the Debenture Trustee to conduct periodical checks, verifications, due diligence and other inspections (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 and Personal Guarantee***

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

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

(ii) the Debentures shall be guaranteed/supported by the Personal Guarantee provided/to be provided by the Guarantor in favour of the Debenture Trustee for the benefit of the Debenture Holder(s);

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

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

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

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

(vii) to register and perfect the security interest created thereunder by filing Form CHG-9 with the concerned ROC and ensuring and procuring and assisting the Debenture Trustee in filing the prescribed Form I with CERSAI for reporting the charge created to the CERSAI in relation thereto in accordance with the timelines set out in the Deed of Hypothecation;

(viii) the Company shall, at the time periods set out in the Deed of Hypothecation, provide a list of the Hypothecated Assets to the Debenture Trustee over which charge is

created and subsisting by way of hypothecation in favour of the Debenture Trustee (for the benefit of the Debenture Holder(s)) and sufficient to maintain the Security Cover;

(ix) the Company shall, within the timelines prescribed under the Deed of Hypothecation, add fresh receivables/Client Loans to the Hypothecated Assets so as to ensure that the Security Cover is maintained or replace such Hypothecated Assets that do not satisfy the eligibility criteria prescribed in the Transaction Documents;

(x) the Company shall, on a half yearly basis, as and when required by the Debenture Trustee, give full particulars to the Debenture Trustee of all the Hypothecated Assets from time to time;

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

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

(xiii) the Hypothecated Assets shall fulfil the eligibility criteria set out in the Deed of Hypothecation;

(xiv) nothing contained herein shall prejudice the rights or remedies of the Debenture Trustee and/or the Debenture Holder(s) in respect of any present or future security, guarantee obligation or decree for any indebtedness or liability of the Company to the Debenture Trustee and/or the Debenture Holder(s);

(xv) the Debenture Holder(s) shall have a beneficial interest in the Hypothecated Assets of the Company which have been charged to the Debenture Trustee to the extent of the Secured Obligations of the Debentures under the Debenture Trust Deed; and

(xvi) to forthwith upon demand by the Debenture Trustee, reimburse to the Debenture Trustee all amounts paid by the Debenture Trustee to reasonably protect the Hypothecated Assets and such amounts shall be deemed to be secured by the Hypothecated Assets;

(m) ***Filings; Compliance with Stock Exchange 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

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| | 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;<br><br>(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 Stock Exchange in accordance with Chapter VI (*Periodical/ Continuous Monitoring by Debenture Trustee*) of the SEBI Debenture Trustees Master Circular:<br><br>(A) (to the extent applicable) a security cover certificate on a quarterly basis, within 60 (sixty) calendar days from each Quarterly Date (other than March 31 of the relevant Financial Year) and within 75 (seventy-five) calendar days from March 31 of the relevant Financial Year or such other timelines as may be prescribed under Applicable Law in the format prescribed in the SEBI Debenture Trustees Master Circular;<br><br>(B) (to the extent applicable) a statement of the value of the pledged securities on a quarterly basis, within 60 (sixty) calendar days from each Quarterly Date (other than March 31 of the relevant Financial Year) and within 75 (seventy-five) calendar days from March 31 of the relevant Financial Year or such other timelines as may be prescribed under Applicable Law;<br><br>(C) (to the extent applicable) a statement of the value of the debt service reserve account or any other form of security offered on a quarterly basis, within 60 (sixty) calendar days from each Quarterly Date (other than March 31 of the relevant Financial Year) and within 75 (seventy-five) calendar days from March 31 of the relevant Financial Year or such other timelines as may be |

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| | prescribed under Applicable Law;<br><br>(D) a net worth certificate of the Guarantor on a half yearly basis, within 60 (sixty) calendar days from the end of each financial half-year or such other timelines as may be prescribed under Applicable Law;<br><br>(E) (to the extent applicable) the financials/value of guarantor prepared on the basis of audited financial statement etc. of the guarantor who has provided a corporate guarantee in respect of the Debentures on an annual basis, within 60 (sixty) calendar days from the end of each Financial Year or within such other timelines as may be prescribed under Applicable Law; and<br><br>(F) (to the extent applicable) the valuation report and title search report for the immovable/movable assets, as applicable, once in 3 (three) years, within 60 (sixty) calendar days from the end of the Financial Year or such other timelines as may be prescribed under Applicable Law;<br><br>(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;<br><br>(iv) it will provide/fill all such information as prescribed under the SEBI Centralized Database Requirements at the time of allotment of the ISIN in respect of the Debentures;<br><br>(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;<br><br>(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<br><br>(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 |

encumbrance or that the necessary consent(s) from other charge-holders (if applicable) have been obtained in the manner as may be specified by the SEBI from time to time;

(n) ***Execution of Transaction Documents***

in the event of any delay in the execution of any Transaction Document or the creation or perfection of security in terms thereof, the Company will, at the option of the Debenture Holder(s), either:

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

(ii) pay to the Debenture Holder(s) additional interest at the rate of 2% (two percent) per annum on the Outstanding Principal Amounts ("**Delay Default Interest**") in addition to the Interest Rate until the relevant Transaction Document is duly executed or the security is duly created or perfected (as the case may be) in terms thereof or the Secured Obligations are discharged (whichever is earlier);

(o) ***Internal Control***

maintain internal control for the purpose of:

(i) preventing fraud on amounts lent by the Company; and

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

(p) ***Audit and Inspection***

(i) permit visits and inspection of books of records, documents and accounts to the Debenture Trustee and other authorised representatives of the Debenture Holder(s) at such time periods as may be required by them. PROVIDED THAT the foregoing may be conducted after providing a prior intimation of 7 (seven) Business Days;

(ii) permit the Debenture Holder(s) and/or the Debenture Trustee to conduct discretionary audit or monitoring visits on the Company (including any branch of the Company) on a quarterly basis or such other frequency as may be decided by the Debenture Holder(s). PROVIDED THAT any discretionary audit or monitoring visit may be conducted after providing an intimation of 7 (seven) Business Days prior to the date on which such audit or

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| | monitoring visit is to be conducted; and<br><br>(iii) the Company shall bear all the expenses in relation to the audit carried out by the Debenture Holder(s) and/or Debenture Trustee;<br><br>(q) ***Rating Covenant***<br><br>Issuer shall maintain the below mentioned covenants during the entire tenor of the debentures and till all the amounts outstanding is being duly repaid:<br><br>(a) The Issuer shall ensure that there is no assignment of new long-term credit rating below BBB-/ Stable from Indian Ratings throughout the Tenor of the Issue;<br>(b) The Issuer shall ensure that the current credit rating of the company / debentures from any credit rating agency shall not downgrade below BBB-.<br>(c) Issuer shall not change the rating agency of the proposed debentures without approval of debenture trustee;<br><br>The Issuer shall ensure that there is no suspension of the credit rating / assigned Issuer Not Co-operating status to the Issuer and/or the Debentures by any of the credit rating agency<br><br>(r) ***Diligence***<br><br>permit the Debenture Trustee (acting on behalf of the Debenture Holder(s)) to carry out legal, financial, business, tax and commercial due diligence on the Company and its business and operations prior to entering into any of the transactions contemplated under the Transaction Documents;<br><br>(s) ***Most Favoured Lender***<br><br>In the event the Company grants to any other lender any covenant or security that is more stringent, or any additional financial covenant, than those applicable to the Debentures, such covenant(s) and/or security shall automatically and immediately be deemed to apply to the Debentures, *mutatis mutandis*, without any further act, deed, or documentation by the Company, the Debenture Trustee, or the Debenture Holder(s). The Company shall sign all such deeds of amendment and modification or other documents and do or execute all such acts, agreements, and things as shall be necessary to be done by the Company, in each case, to incorporate each such favourable provision into the Transaction Documents for these Debentures, within such timelines as requested by the Debenture Trustee, and in a form, manner and substance satisfactory to the Debenture Trustee. |
| **Reporting Covenants** | The Company shall provide or cause to be provided to the Debenture |

Trustee, in form and substance reasonably satisfactory to the Debenture Trustee, each of the following items:

(a) as soon as available, and in any event within 90 (ninety) calendar days after the end of each Financial Year of the Company or within such other timeline as may be provided below:

(i) certified copies of its audited standalone and consolidated (if any) financial statements for its most recently completed Financial Year, prepared in accordance with Applicable Accounting Standards including its balance sheet, income statement and statement of cash flow to be furnished in 90 (ninety) calendar days. A copy of the Annual Report of the Company for its most recently completed Financial Year may be provided within 180 (one hundred and eighty) calendar days after the end of each Financial Year of the Company;

(ii) All such information shall be complete and correct in all material respects and shall fairly represent the financial condition, results of operation and changes in cash flow and a list comprising all material financial liabilities of the Company whether absolute or contingent as of the date thereof; and

(iii) a certificate signed by the statutory auditor of the Company confirming that the Company is in compliance with all the financial covenants set out under Section 6 (*Issue Details*) of this Key Information Document determined on the basis of the audited financial statements set out in sub-Clause (a)(i) above;

(iv) a book debt certificate signed by the statutory auditor of the Company in relation to the Hypothecated Assets confirming that (A) the Debentures are secured by way of a first ranking exclusive and continuing charge on the Hypothecated Assets in favour of the Debenture Trustee for the benefit of the Debenture Holder(s), and (B) the value of Hypothecated Assets is sufficient to maintain the Security Cover. The certificate provided in accordance with this sub-Clause (iv) should also contain, *inter alia*, details of receivables/book debts comprising the Hypothecated Assets (i.e. loan ID, location, amount sanctioned, amount outstanding, overdue status etc.);

(v) a copy of the annual business plan of the Company as approved by the board of directors of the Company; and

(vi) such additional information or documents as the Debenture Trustee may reasonably request;

(b) within 45 (forty-five) calendar days after each Quarterly Date:

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

(ii) such other operational metrics in respect of the Company , as may be required by the Debenture Trustee from time to time, and in such formats as may be prescribed by the Debenture Trustee, including but not limited to (A) capital structure, (B) shareholding pattern, (C) capital adequacy ratio along with backup calculations, (D) detailed business projections, (E) portfolio cuts (for overall, and own portfolio), (F) monthly portfolio delinquencies (with days past due bucketisation), (G) vintage data (by product static pool analysis), (H) monthly collections efficiency (including impact of prepayments and overdue collections), (I) write-offs, (J) transactions with any Related Party and outstanding balances, (K) returns filed with the RBI, (L) top 20 (twenty) borrowers of the Company, and (M) operations data;

(iii) details of (A) any change in Control; and (B) any change in the voting rights of the Company, and (C) change in the seats held by Promoter Group on the board of directors of the Company;

(iv) a copy of the ALM report/statements of the Company prepared in such form and manner as prescribed by the RBI;

(v) details of any prepayment, or the receipt of notice of prepayment of any Financial Indebtedness of the Company;

(vi) a certificate signed by (A) the statutory auditor of the Company, and (B) the chief financial officer and/or an authorised signatory of the Company, confirming that the Company is in compliance with all the financial covenants prescribed under Section 6 (*Issue Details*) of this Key Information Document determined on the basis of the financial statements set out in sub-Clause (b)(i) and (b)(ii) above, in such form as may be acceptable to the Debenture Trustee. PROVIDED THAT in respect of the financial quarter ending on March 31 of each Financial Year, the certificate confirming the compliance with the financial covenants prescribed in Section 6 (*Issue Details*) of this Key Information Document) will be

provided in accordance with sub-clause (a)(iv) above;

(vii) details of the latest borrowing profile of the Company comprising information in respect of the lenders, nature of loans, interest rates (including returns on investments), tenure, security cover, prepayment, closure of any Financial Indebtedness during the preceding quarter etc.;

(viii) without prejudice to sub-clause (a)(iv) above, a book debt certificate signed by the statutory auditor of the Company in relation to the Hypothecated Assets confirming that (A) the Debentures are secured by way of a first ranking exclusive and continuing charge on the Hypothecated Assets in favour of the Debenture Trustee for the benefit of the Debenture Holder(s), and (B) the value of Hypothecated Assets is sufficient to maintain the Security Cover. The certificate provided in accordance with this sub-clause (viii) should also contain, *inter alia*, details of receivables/book debts comprising the Hypothecated Assets (i.e. loan ID, location, amount sanctioned, amount outstanding, overdue status etc.); and;

(ix) such other portfolio information and operational metrics in respect of the Company, as may be required by the Debenture Trustee from time to time, and in such formats as may be prescribed by the Debenture Trustee;

(c) within 30 (thirty) calendar days after each month:

(i) details of the Hypothecated Assets (including book debts/receivables statements and debtor summary etc.), showcasing that the Security Cover is maintained, in such form and manner acceptable to the Debenture Trustee (acting on the instructions of the Debenture Holder(s)); and

(ii) the bank statements, goods and services tax return, management information system, status of collections of receivables, material cash outflows of the Company;

(d) as soon as practicable and in any event within 5 (five) Business Days of the occurrence of the following events or such other timelines (if any) prescribed by SEBI, whichever is lower, the details of:

(i) any change in the Company's shareholding structure;

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

(iii) any change in the Constitutional Documents of the

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| | Company;<br><br>(iv) any change in the board of directors or the key managerial personnel (as defined in the Companies Act) of the Company, or the chief executive officer (CXO) or equivalent;<br><br>(v) any change in the accounting policy of the Company which may have a material impact. PROVIDED THAT the foregoing does not apply to a change in the accounting policy of the Company pursuant to Applicable Law;<br><br>(vi) any fraud; and<br><br>(vii) any new segment of business other than the business carried out by the Company as on the Deemed Date of Allotment;<br><br>(e) as soon as practicable, and in any event within 5 (five) Business Days after the Company obtains or reasonably should have obtained actual knowledge thereof, notice of the occurrence of any event or circumstance that could reasonably be expected to result in a Material Adverse Effect;<br><br>(f) as soon as practicable, and in any event within 5 (five) Business Days after the Company obtains actual knowledge thereof, any notices, orders or directions any court or tribunal in relation to any dispute, litigation, investigation or other proceeding, which, if adversely determined, could result in a Material Adverse Effect;<br><br>(g) as soon as practicable, and in any event within 5 (five) Business Days after the Company obtains actual knowledge thereof, notice of the occurrence of any Event of Default or Potential Event of Default including any steps taken to cure such event;<br><br>(h) as soon as practicable, and in any event within 5 (five) Business Days, any prepayment, or the receipt of notice of prepayment in relation to any Financial Indebtedness of the Company;<br><br>(i) as soon as practicable, and in any event within 5 (five) Business Days of occurrence (A) any recall or acceleration of any Financial Indebtedness by any provider of any Financial Indebtedness, (B) after such default, notice of any default in the observance or performance of any agreement or condition relating to any Financial Indebtedness by the Company 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 be |

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| | accelerated/become due prior to its stated maturity in respect of the Company;<br><br>(j) as soon as practicable, and in any event within 1 (one) calendar day of receiving any notice of any application for winding up/insolvency having been made or any notice of winding up or insolvency under the provisions of the Companies Act or the (Indian) Insolvency and Bankruptcy Code, 2016 or any other statute relating to winding up/insolvency or otherwise of any suit or other legal process intended to be filed or initiated against the Company;<br><br>(k) provide such documents/information and assistance to the Debenture Trustee as may be required by the Debenture Trustee to carry out the necessary due diligence and monitor the security cover on a quarterly basis in the manner as may be specified by SEBI from time to time;<br><br>(l) without prejudice to sub-Clauses (n) and (o) below, within such timelines as may be prescribed by the Debenture Trustee, provide all relevant information required by the Debenture Trustee for the effective discharge of its duties and obligations under the Transaction Document, including but not limited to the copies of all reports, balance sheets and the profit and loss account of the Company;<br><br>(m) without prejudice to sub-Clause (m) above and sub-Clause (o) below, as soon as practicable and in any event within 30 (thirty) calendar days of receipt of a request, such additional documents or information as the Debenture Trustee or the Debenture Holder(s), may reasonably request from time to time; and<br><br>(n) as soon as practicable and in any event within the timelines prescribed by the Debenture Trustee (and Applicable Law), such other information, notifications, details, documents, reports, statements and certificates (including from chartered accountants, auditors and/or directors of the Company) as may be required by the Debenture Trustee from time to time, to ensure compliance with the provisions of the Applicable Law, including but not limited to the SEBI Debenture Trustees Regulations and the Companies (Share Capital and Debentures) Rules, 2014.<br><br>(o) The Company shall share the below information for both with ACES Fund I, including but not limited to:<br><br>• To submit audited yearly consolidated and standalone financials within 180 days of the financial year-end.<br><br>• Quarterly standalone and/ or consolidated financials (P&L, B/S and CF with notes) to be |

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| | shared within 1 & 2 months respectively of completion of the quarter.<br><br>• Provisional Financials for FY26 (audited financials to be shared by November 30, 2026). |
| **Negative Covenants** | The Company shall not take any action in relation to the items set out below, without the prior written consent of the Debenture Trustee (acting on the instructions of the Majority Debenture Holder(s)). It is clarified that the Debenture Trustee shall be provided access to such additional information that it may deem necessary for the purposes of monitoring and evaluating the compliance of the Company with the items set out below.<br><br>Any request under the covenants set out below must be accompanied by all relevant information substantiating the request to enable the Debenture Holder(s) to make a reasoned decision.<br><br>(a) ***Change of Business; Constitutional Documents***<br><br>(i) change the general nature of its business from that which is permitted as a non-banking financial company registered with the RBI, other than as mandatorily required under Applicable Law;<br><br>(ii) make any material change in the Company's business model, other than as mandatorily required by the RBI or under Applicable Law; or<br><br>(iii) any changes, amendments, or modifications to its Constitutional Documents, where such change would have a Material Adverse Effect PROVIDED THAT any change, amendment, or modification to effect an increase in the authorised share capital of the Company or any change, amendment, or modification which reflects the terms of any equity infusion or strategic sale shall be permissible without the prior consent of the Debenture Trustee;<br><br>(b) ***Dividend/Withdrawal of Funds***<br><br>(i) declare or pay any dividend to its shareholders (including holders of preference shares or other instruments compulsorily convertible into equity shares) during any Financial Year unless such dividend is out of the profits of the Company relating to the Financial Year in which such dividend is being made or it has paid or made arrangements to pay (to the satisfaction of the Debenture Trustee) all the dues to the Debenture Holder(s)/Debenture Trustee up to the date on which the dividend is proposed to be declared or paid or has made |

satisfactory provisions thereof; or

(ii) if an Event of Default has occurred and is continuing, declare or pay any dividend to its shareholders (including holders of preference shares and other instruments compulsorily convertible into equity shares) and or withdraw any amounts out of the profits of the Company relating to the Financial Year in which such Event of Default has occurred and is continuing;

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

(i) undertake or permit any scheme of merger, acquisition, re-structuring or amalgamation; or

(ii) undertake or permit any scheme of de-merger, consolidation, re-organisation, or scheme of arrangement or compromise with its creditors or shareholders or effect any scheme of amalgamation or restructuring,

PROVIDED FURTHER THAT any of the above shall be subject to compliance with the requirements prescribed by SEBI in respect of entities which have listed their securities;

(d) ***Change in Capital Structure***

(i) permit or undertake any change in the capital structure of the Company that would lead to a reduction in the share capital of the Company by way of, *inter alia*, any purchase, buyback, or redemption of any of its issued shares, other than in respect of any buyback of equity shares issued and/or allotted pursuant to the Company's employee stock option scheme(s); or

(ii) purchase, redeem, buyback, defease, retire, return or pay any the equity share capital of the Company or resolve to do any of the foregoing;

(e) ***Change in Control***

(i) permit the Promoter or Promoter Group to cede their controlling interest in the Company;

(ii) permit the occurrence of, or permit any change in the Management Control or any Change in Control of the Company as subsisting on the Deemed Date of Allotment;

(iii) cause or permit the acquisition or entitlement to more than 25% (twenty five percent) of the shareholding, or capital, or profits of the Company by any natural person(s), whether acting alone or together, or through

one or more juridical persons;

(f) ***Disposal of Assets***

(i) sell, transfer, or otherwise dispose of in any manner whatsoever any material Assets of the Company (whether in a single transaction or in a series of transactions (whether related or not) or any other transactions which cumulatively have the same effect), other than any securitization/portfolio sale of assets undertaken by the Company in its ordinary course of business;

(ii) any sale of assets or business or division of the Company that has the effect of exiting or re-structuring of the existing business of the Company; and

(iii) sell, transfer, mortgage or otherwise dispose of in any manner the Hypothecated Assets that would result in the value of the Hypothecated Assets falling below the Security Cover;

(g) ***Compromises with Creditors or Shareholders***

(i) dispose of its assets or compromise with any of its creditors, except in the ordinary course of business, and pursuant to the reasonable requirements of the Company's business and upon fair and reasonable terms; or

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

(h) ***Related Party Transactions***

permit the Company to enter into any transactions with any Related Party or any transactions that are classified as "related party transactions" for the purposes of the Applicable Accounting Standards, except in accordance with Applicable Law, or enter into any transaction(s):

(i) whereby the overall outstanding amounts owed to the Company under all such transactions exceed 10% (ten percent) of the Company's Net Worth;

(ii) whereby the overall expenses incurred in respect of such transactions in any Financial Year exceed 10% (ten percent) of the Company's revenue (as determined in accordance with the Applicable Accounting Standards); or

(iii) in respect of providing any guarantee for any Financial

Indebtedness of the Promoter Group or a Related Party (directly or indirectly);

(i) ***Business***

undertake any new major new businesses except in relation to financial services or diversify its business outside the financial services sector or undertake any change of business from that subsisting as on the Deemed Date of Allotment;

(j) ***Loans and Guarantees***

(i) permit the Company to extend a loan amounting to greater than 1% (one percent) of the Tangible Net Worth of the Company per loan ID; and/or

(ii) to guarantee the liabilities of any individual or entity (including any of their Related Parties);

(k) ***Ordinary Course of Business***

enter into or perform any transaction other than in the ordinary course of business of the Company;

(l) ***Shareholding Covenants***

(i) permit the Promoter of the Company, to transfer or encumber more than 10% (ten percent) of the equity shareholding held by each of them in the Company (on a fully diluted basis);

(ii) permit the aggregate shareholding of the Promoter Group to fall below 75% (seventy five percent) of the aggregate shareholding of the Company (on a fully diluted basis) by equity infusion in the Company or otherwise; and

(iii) permit the sale or dilution of the shareholding of the Promoter Group in the Company, except for dilution resulting from equity infusion by any Person other than a member of the Promoter Group, subject to sub-clause (ii) above;

(m) ***Others***

(i) permit the Promoter to cede its executive position on the board of directors of the Company or its Management Control over the Company;

(ii) permit any change in Control, voting rights and board seat of the Promoter;

(iii) create any pledge or negative lien on the shares of the

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| | Company;<br><br>(iv) permit the Promoter to transfer or encumber the shares of the Company held by him;<br><br>(v) procure and furnish to the Debenture Trustee, undertakings(s) issued by the Promoter in relation to sub-clause (i) to (iv) above as a Conditions Precedent under the Transaction Documents or any part thereof; and/or<br><br>(n) ***Immunity***<br><br>claim for itself or any of its assets, any immunity from any legal action, including suit, execution, attachment (whether in aid of execution, before judgment or otherwise), or any other legal process in any jurisdiction. |
| **Financial Covenants** | i) The Capital to Risk-Weighted Assets Ratio ("CRAR") (as defined in the extant NBFC Regulations as set by the RBI) shall be above 20.0% (Twenty-Two percent);<br>ii) Reported Gross NPA (GNPA) shall not exceed 1.2% (five percent) of Company's overall portfolio;<br>iii) PAR 90 to Tangible Net Worth shall not exceed 15.0% (fifteen percent);<br>iv) Net NPA (NNPA or Gross NPA, net of provisioning) of maximum 1.0%;<br>v) Total Debt (on books) to Tangible Net Worth shall not exceed 4.0x, and total Debt (including on books and off books) to Tangible Net Worth shall not exceed 4.5x;<br>vi) Issuer's Write-Off (on books) as a percentage of Opening AUM in a quarter should not exceed 20% of Own Book / On Book AUM of preceding / trailing quarter<br>vii) Minimum AUM of INR 400 Cr to be maintained;<br>viii) Tangible Net Worth to be maintained at INR 100 Cr;<br>ix) Minimum Cash and Cash Equivalent (unencumbered has to be a minimum of 5% of on book AUM.<br>x) The Issuer is required to maintain an external credit rating of BBB- with India Ratings throughout the Tenor of the Issue<br>xi) Cumulative mismatches in Asset and Liability Mismatch (ALM) should be positive for all buckets after incorporating all contractual liabilities of the Issuer (considering the put option dates or coupon reset dates of transaction without a benchmark, without a floor and without a cap as maturity date). Undrawn sanction and drawable lines if any, will be excluded for the purpose of the calculation; and<br>xii) Ensure that the PAT (as determined in accordance with Applicable Accounting Standards) is not negative for trailing 2 quarters, to be checked each quarter |

*[The list of financial covenants might undergo some changes as the investor make progress and complete their credit evaluation on the Issuer]*

"Tangible Net Worth" shall mean, 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.

"Reported GNPA or GNPA or PAR 90", shall mean, the outstanding principal amounts of the Client Loans that have one or more instalments of principal, interest, penalty, fee or any other payments overdue for 90 (Ninety) days or more and includes restructured loans.

"Portfolio at Risk > 90 (PAR 90 or 90+ DPDs)", shall mean, the outstanding principal amounts of the Client Loans that have one or more instalments of principal, interest, penalty, fee or any other payments overdue for 90 (Ninety) days or more and includes restructured loans.

"Net non-performing assets or GNPA, net of provisioning (Net NPA) shall mean the difference between (i) reported Gross NPA and (ii) all provisions created against standard assets, sub-standard assets, doubtful assets and loss assets.

Capital to Risk-Weighted Assets Ratio (CRAR) is a measure of the Issuer's capital as a percentage of its risk-weighted assets, calculated as prescribed by the RBI in their master circulars and guidelines

"Total Debt" includes:

- All long-term and short-term outstanding, whether secured or unsecured, plus;
- Contingent liabilities pertaining to corporate / financial guarantees given on behalf of any company / SPV / subsidiary / affiliate to the extent of outstanding of such guaranteed debt, plus;
- Any amount raised by acceptance under any acceptance credit facility;
- Receivables sold or discounted (other than receivables to the extent they are sold on a non-recourse basis);
- Any put option, shortfall / liquidity support undertaking, debt service reserve account undertaking, keep fit letter(s), Letter of Comfort issued in favour of any person(s), which give or may give rise to any financial obligation(s); and
- Any amount raised under any other transaction (including any forward sale or purchase agreement) having the commercial effect of a borrowing.

All covenants would be tested at the end of each quarter by the Company i.e., as on 31st March, 30th June, 30th September and 31st December every

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| | year starting from the Deemed Date of Allotment on a standalone balance sheet till the final repayment.<br><br>The covenants shall be certified by the Company from Statutory Auditor within 60 (sixty) calendar days from the end of each financial year and within 45 calendar days from the end of each quarter except for the quarter ending 31st March.<br><br>The Debenture Trustee may approve any application for consent in respect of the said matters as per applicable law. |
| **Issuance mode of the Instrument** | On a Private Placement basis in a dematerialized form |
| **Trading mode of the Instrument** | Dematerialized form |
| **Event of Defaults (including manner of voting /conditions of joining Inter Creditor Agreement)** | i) Any default on part of the Company to make payment of any amount that has become due and payable under the Transaction Documents;<br>ii) NCD is not repaid in full, along with accrued but unpaid interest, and other costs, charges and expenses incurred under or in connection with the Transaction Documents by the maturity date;<br>iii) Failure to comply with the Security Cover requirement and failure to replenish with additional receivables if applicable;<br>iv) Material Adverse Effect;<br>v) Cross default of the Company (including where the Company has made a payment default in relation to any of its financial indebtedness or there has been acceleration of payment due to any covenant breach for any of its financial indebtedness) or any securitisation exposures being downgraded; Except in cases where the company has received the NOC for covenant breach from the specific lender along with a cure period.<br>vi) Fraud, misrepresentation or misleading information, negligence and default by the Company;<br>vii) Unlawfulness;<br>viii) Repudiation of the Transaction Documents by the Company, directly or indirectly;<br>ix) Any of the Transaction Document ceases to be in full force and effect or is terminated prior to maturity;<br>x) Failure by the Company to meet standards with respect to management, governance, and data integrity, as may be required by the Debenture Holders and as per SEBI ILNCS Regulations and RBI regulations;<br>xi) If one or more legal or governmental proceedings have been initiated and admitted by the competent court of law against the Company or any claims are made against the Company, which in the opinion of the Debenture Trustee acting on behalf of the debenture holders, may impair the Company's ability to perform its obligations undertaken in terms of the Transaction Documents or which has a Material |

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| | Adverse Effect;<br>xii) Any breach of the following covenants:<br>• Negative Covenants,<br>• Rating Covenants,<br>• Financial Covenants,<br>• Reporting Covenants, or<br>• Other Covenants, security cover requirement and terms and conditions of Transaction Documents;<br>xiii) Any expropriation, attachment, sequestration, distress or execution affects any assets of the Company which has a Material Adverse Effect on their ability to comply with its payment obligations under the Transaction Documents;<br>xiv) Occurrence of any 'Insolvency Related Event' (as defined below);<br>xv) Promoters of the Company being declared willful defaulter;<br>xvi) The Promoter(s) or the Promoter Group and/or the directors of the Company are convicted of criminal offence involving moral turpitude, dishonesty or which otherwise impinges on the integrity of the promoter/s and/or director, including any accusations, charges and/or convictions of any offence relating to bribery and such order of a competent court or government authority remains unvacated for 90 business days;<br>xvii) All or a material part of the undertaking, assets, rights or revenues of the Company are condemned, seized, nationalized, 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 Government authority;<br>xviii) Restructuring of any borrowing arrangement in accordance with RBI's guidelines and norms pertaining to restructuring of debt/advances;<br>xix) Revocation of operating licenses of the Company issued by the Reserve Bank of India and/ or the Securities and Exchange Board of India;<br>xx) Failure to certify/confirm the non-occurrence of any Event of Default within 3 (three) business days, in the manner prescribed in the Transaction Document;<br>xxi) Failure by the Company to disburse new loans or from appointing third party or in house collection teams, in case of any adverse regulatory action;<br>xxii) Cessation of business of Company;<br>xxiii) Any material act of fraud, embezzlement, misstatement, misappropriation or siphoning off of the Company / Promoter funds |

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| | or revenues or any other act having a similar effect being committed by the KMPs or an officer of the Company or by the Company as a whole, directly or indirectly;<br>xxiv) One or more judgments or decrees entered against the Company involving a liability (not paid or not covered by a reputable and solvent insurance company), individually or in the aggregate, exceeding 10% (ten percent) of the Total Assets of the Company provided such judgments or decrees are either final and non-appealable or have not been vacated, discharged or stayed pending appeal within a period of 30 (thirty) days;<br>xxv) Erosion of 30% (fifty percent) or more of the Company's net worth;<br>xxvi) Any new equity raising which results in the Promoter Group holding less than 15% of the shareholding in the Issuer and related change in management control would be communicated to Debenture Holders and consent would be sought<br>xxvii) Change in management control, voting rights and board seats by Promoter Group;<br>xxviii) A petition for the reorganization, arrangement, adjustment, winding up or composition of debts of the Company is filed on the Company (voluntary or otherwise) or have been admitted or makes an assignment for the benefit of its creditors generally and such proceeding is not contested by the company for staying, quashing or dismissed within 15 (fifteen) days;<br>xxix) Failure by the Company with applicable law (including initiation of any proceedings or revocation of licenses issued by any government authority) which has a Material Adverse Effect;<br>xxx) Failure to perform any obligations in relation to this transaction;<br>xxxi) Company is unable or admits in writing its inability to pay its debts as they mature or suspends making payment of any of its debts, by reason of actual or anticipated financial difficulties or proceedings for taking it into insolvency or liquidation have been admitted by any competent court or a moratorium or other protection from its creditors is declared or imposed in respect of any indebtedness of the Company;<br>xxxii) Failure to meet standards in two successive discretionary audits conducted by the Debenture Trustee;<br>xxxiii) Failure to pay a final judgment or court order;<br>xxxiv) Any corporate action, legal proceedings or other procedure is taken in relation to enforcement of any security over any assets of the Company. However, in case of any similar action taken against any affiliate of the Company, the Debenture Trustee shall have the right to issue Facility re-call notice;<br>xxxv) Enforcement proceedings initiated upon the order of any court or statutory authority that impinges the continued ongoing operations;<br>xxxvi) Downgrade in the rating of the Debentures one notch or more below |

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| | from current rating of INDI BBB- or delisting of the Debentures;<br>xxxvii) if there is an occurrence of any event which in the opinion of the Debenture Trustee acting on behalf of the debenture holders, jeopardizes the Company's ability to make collections on the Hypothecated Assets or payment of principal or interest on the Debentures;<br>xxxviii) failure to list the debentures; or<br>xxxix) Any expropriation, attachment, sequestration, distress or execution affects any asset or assets of the Company or any affiliate and is not discharged within 15 days.<br>*Such other conditions as mentioned in detail in the Transaction Document*s.<br><br>For the purpose of this transaction,<br><br>*'Insolvency Related Event' means any of the following:*<br><br>1. *filing of an insolvency application by the appropriate regulator under the IBC or any analogous proceedings under any similar insolvency, winding up or liquidation laws;*<br>2. *any resolution is passed either by the creditors or the shareholders of the Company or any other action is taken which may result in a voluntary or other insolvency process, winding up or liquidation of the Company;*<br>3. *an order for insolvency process, liquidation or winding up of the Company is made by any competent court;*<br>4. *the Company has taken or suffered to be taken any action for its reorganisation, liquidation or dissolution;*<br>5. *an insolvency resolution professional, a receiver, liquidator or any other equivalent professional has been appointed or allowed to be appointed of all or any part of the undertaking of the Company;*<br>6. *any insolvency professional, any receiver / assignee or trustee or similar other officer is appointed by any court or any other competent authority in any insolvency, winding up, execution or distress proceedings against the Company.*<br><br>*"IBC" means the Insolvency and Bankruptcy Code, 2016 (as amended)* |
| **Consequences Of Events of Default** | The Debenture Trustee shall, acting upon the request of the Majority Debenture Holders and subject to Cure Period, be entitled to initiate one or more of the following course of actions upon occurrence of Events of Default<br><br>i) Require the Company to redeem the Debentures and immediately repay the outstanding principal amount on the Debentures, along |

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| | with accrued but unpaid interest, and other costs, charges and expenses incurred under or in connection with the Transaction Documents; it is further clarified that if the Company is repaying the outstanding principal in full owing to any Event of Default, it shall not attract any prepayment penalty<br>ii) If the Debenture Trustee (acting on the instructions of Majority Debenture Holders) , decides not to redeem the Debentures despite the end of cure period after the occurrence of Event of Default, it shall have the right to charge the Company an additional rate of Interest of 4.0% (four per cent) per annum (over the applicable Coupon Rate) on the outstanding principal amount, commencing from the end of cure period till the time Event of Default is rectified<br>iii) Declare all or any part of the Debentures to be immediately (or on such dates as the Debenture Trustee/ Debenture Holders may specify) due and payable, whereupon it shall become so due and payable;<br>iv) Enforce the security created by the Company;<br>v) The Debenture Trustee's approval shall be required for the Company to declare any dividends, or make any other distributions to the holders of common equity or other shares compulsorily convertible into equity shares;<br>vi) The Debenture Trustee/ Debenture Holders shall be entitled to appoint a nominee director on the board of the Company as per the applicable regulations;<br>vii) The Debenture Trustee/ Debenture Holders shall be entitled to 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;<br>viii) Take any actions in respect of the defaults as prescribed under Transaction Documents or extant SEBI Defaults (Procedure) Circular or under applicable law or as prescribed by SEBI;<br>ix) Entering into, and the performance of any obligations under any inter-creditor agreement (pursuant to the RBI's extant circular no. DBR.No.BP.BC.45/21.04.048/2018-19 dated June 7, 2019 on "Prudential Framework for Resolution of Stressed Assets", as amended, modified or restated from time to time) or any resolution plan shall be subject to the terms of the relevant extant circular issued by SEBI related to defaults (including without limitation, the resolution plan being finalised within the time period prescribed in any such circular/law;<br>x) The Debenture Trustee (acting on the instructions of the Debenture Holders) has the option (but not the obligation) to require the obligors underlying the loans hypothecated to secure the |

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| | Debentures to directly deposit all interest and principal instalments and other amounts in respect of the relevant loans in the account specified by the Debenture Trustee (acting on the instructions of the Debenture Holders). All such payments will be used to discharge the amounts outstanding and due from the Company in respect of the Debentures;<br>xi) Investor's Right to Purchase Loan Portfolio - At any time during the tenor of the issuance, in case of Event of Default, the Investor shall have the right to purchase the portfolio comprising the Security Cover in whole or in part towards set-off against the outstanding due amounts due from the Company ("Asset Purchase") in full or in part by issuing a notice in this regard to the Company ("Asset Purchase Notice") at the commercial terms that are mutually agreeable. The Company shall undertake all actions as necessary to assign the secured assets comprising the Security Cover in relation to which the Asset Purchase has been exercised (along with all underlying security and contractual comfort) within 7 (seven) business days from the date of receipt of the Asset Purchase Notice.<br>Notwithstanding such asset purchase and all other Security furnished in favour of the Debenture Trustee/Investor pursuant to the terms hereof shall continue to be valid and subsisting until the final settlement date in relation to the outstanding due amounts under the issuance.<br><br>All costs with respect to the above shall be borne by the Company. The Debenture Trustee may exercise any other right that the Debenture Trustee and / or Debenture Holder(s) may have under the Transaction Documents or under applicable law. |
| **Creation of Recovery Expense Fund** | (a) The Company shall maintain Recovery Expense Fund as prescribed under Chapter IV (*Recovery Expense Fund*) of the SEBI Debenture Trustees Master Circular read with the Recovery Expense Fund Circular. The Recovery Expense Fund shall be created to enable the Debenture Trustee to take prompt action in relation to the enforcement of the Security in accordance with the Transaction Documents.<br><br>(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. The Company shall ensure that the bank guarantees remain valid for a period of six months post the maturity date of the Debentures. The Company shall keep the bank guarantees in force and renew the bank guarantees at least seven working days before their expiry, failing which the Stock Exchange shall invoke such bank guarantee. |

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| | (c) The Debenture Trustee shall use the Recovery Expense Fund as per Applicable Laws, and more particularly, the SEBI Debenture Trustees Master Circular, read with the Recovery Expense Fund Circular.<br><br>(d) The balance in the Recovery Expense Fund shall be refunded to the Company as per Applicable Laws, and more particularly, the SEBI Debenture Trustees Master Circular, read with the Recovery Expense Fund Circular. |
| **Debenture Redemption Reserve** | (a) It is hereby clarified that as on the Effective Date, pursuant to the Companies (Share Capital and Debenture Rules), 2014, non-banking financial companies registered with the RBI are exempted from the requirement to maintain a debenture redemption reserve ("**DRR**") in case of privately placed debentures. As the Company is a non-banking financial company registered with the RBI, it is as on the Effective Date, exempted from the requirement to maintain a DRR.<br><br>(b) The Company hereby agrees and undertakes that, if required under Applicable Law, it will create a DRR in accordance with the provisions of the Companies Act (and the rules and regulations made thereunder) and the guidelines issued by the relevant Governmental Authorities.<br><br>(c) If during the tenor of the Debentures, any guidelines are formulated (or modified or revised) by any Governmental Authority in respect of creation of the DRR, the Company shall abide by such guidelines and shall do all such deeds, acts and things as may be required in accordance with Applicable Law.<br><br>(d) Where applicable, the Company shall submit to the Debenture Trustee a certificate duly certified by a chartered accountant certifying that the Company has transferred the required amount to the DRR at the end of each Financial Year.<br><br>(e) In addition to the foregoing, to the extent required by Applicable Law, the Company shall invest or deposit amounts up to such thresholds, and in such form and manner and within such time periods, as may be prescribed by Applicable Law, in respect of any amounts of the Debentures maturing in any Financial Year. |
| **Conditions for breach of covenant (as specified in the Debenture Trust Deed)** | (a) ***Breach of Negative Covenants***<br><br>Any breach by the Company in compliance with any of the negative covenants set out under Section 6 (*Issue Details*) of this Key Information Document.<br><br>(b) ***Breach of Financial Covenants*** |

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| | Any breach by the Company in compliance with any of the financial covenants set out under Section 6 (*Issue Details*) of this Key Information Document, which breach remains uncured for a period of 30 (thirty) days, or such shorter timeline as may be required under Applicable Law, prior to the exercise of any rights under Section 6 (*Issue Details*) of this Key Information Document in relation to such breach.<br><br>(c) ***Breach of Reporting Covenants***<br><br>Any breach by the Company in compliance with any of the reporting covenants, set out under Section 6 (*Issue Details*) of this Key Information Document which breach remains uncured for a period of 5 (five) days from the occurrence of such breach, prior to the exercise of any rights under Section 6 (*Issue Details*) of this Key Information Document in relation to such breach.<br><br>(d) ***Breach of Rating Covenants***<br><br>Any breach by the Company in compliance with any of the rating covenants, set out under Section 6 (*Issue Details*) of this Key Information Document.<br><br>(e) ***Breach of other Covenants***<br><br>Any breach of any covenant or undertaking of the Company in the Transaction Documents. |
| **Role and Responsibilities of Debenture Trustee** | To oversee and monitor the overall transaction for and on behalf of the Debenture Holder(s) in accordance with the Debenture Trust Deed, other Transaction Documents and Applicable Laws, including but not limited to SEBI Debenture Trustees Regulations, SEBI Debenture Trustees Master Circular and SEBI Listed NCDs Master Circular. |
| **Risk Factors pertaining to the Issue** | As mentioned in Section 3 (*Risk Factors*) of the General Information Document. |
| **Indemnification** | The Company shall, indemnify the Debenture Holder(s) and the Debenture Trustee from time to time, against any and all losses, liabilities, obligations, damages, judgments, costs, expenses (including, without limitation, advisors' fees), claims, fines, penalties, proceedings, actions or demands, of any kind or nature incurred by the Debenture Trustee/Debenture Holder(s) as a result of:<br><br>(a) the occurrence of any Event of Default;<br><br>(b) any demand for any stamp duty, registration fee or any other duty, fee, costs, or imports received from any Governmental Authority in relation to the transactions contemplated under the Transaction Documents (including without limitation, any demand from stamp duty arising because any Transaction Document has been taken or has been received (whether by way of facsimile, photocopy or electronic record) in any state other |

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| | than the state in which it has been executed;<br><br>(c) a failure by the Company to pay any amount due under any Transaction Document on its due date;<br><br>(d) any breach of terms and conditions under the Transaction Documents; and/or<br><br>(e) any existing, pending, threatened or future litigation, investigation, inquiry, notice, show cause, order, direction or proceeding by any Governmental Authority (including, without limitation, SEBI, RBI, NSDL, CDSL, Stock Exchanges, or any judicial, quasi-judicial or regulatory authority), in each case arising from, related to, or in connection with any acts, omissions or events occurring prior to/post the date of subscription of the Debentures or otherwise attributable to the Company, and in respect of any such matter attributable to the Promoter Group or its directors, officers or affiliates, the Promoter Group shall, jointly and severally with the Company, indemnify the Debenture Holder(s) and the Debenture Trustee.<br><br>Any indemnification payment made by the Company shall be grossed up to take into account any taxes, payable by the Debenture Trustee/Debenture Holder(s) or deductible by the Company on such payment.<br><br>The indemnification rights of the Debenture Trustee/Debenture Holder(s) under the Debenture Trust Deed are independent of, and in addition to, such other rights and remedies as the Debenture Trustee/Debenture Holder(s) may have under Applicable Law or in equity or otherwise, including the right to seek specific performance or other injunctive relief, none of which rights or remedies shall be affected or diminished thereby.<br><br>The Company acknowledges and agrees that any payments to be made pursuant to this clause are not in the nature of a penalty but merely reasonable compensation for the loss that would be suffered, and therefore, the Company waives all rights to raise any claim or defence that such payments are in the nature of a penalty and undertakes that it shall not raise any such claim or defence.<br><br>The Company shall procure that the Promoter shall indemnify, defend, and hold harmless the Debenture Holder(s), Debenture Trustee, and/or the Designated Agent from and against any and all losses, claims, liabilities, damages, costs, expenses, charges, and disbursements (including legal and professional fees and expenses) suffered or incurred by the Debenture Holder(s), Debenture Trustee, and/or the Designated Agent arising out of or in connection with any breach by the Company of its obligations, covenants, duties, representations, warranties, undertakings, or any Event of Default (due to fraud, wilful default, and/or gross negligence by the Company) under the Transaction Documents. |

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| | Notwithstanding anything contained herein, nothing in this clause shall exempt the Debenture Trustee, its representatives, or any receiver appointed by the Debenture Trustee from any liability or obligation to provide indemnity under Applicable Law in respect of any negligence, default, or breach of trust in the performance of their duties hereunder. |
| **Governing Law and Jurisdiction** | The Transaction Documents shall be governed by and construed in accordance with the laws of India.<br><br>The Parties agree that the courts and tribunals at Mumbai, India shall have exclusive jurisdiction to settle all disputes which may arise out of or in connection with the Transaction Documents ("**Dispute**"). Accordingly, any suit, action or proceedings relating to any Dispute (together referred to as "**Proceedings**") arising out of or in connection with the Transaction Documents may be brought in the courts and tribunals of Mumbai, India and the Company irrevocably submit to and accepts for itself and in respect of its property, generally and unconditionally, the jurisdiction of those courts and tribunals.<br><br>The Parties irrevocably waive any objection now or in future, to the laying of the venue of any Proceedings in the courts and tribunals at Mumbai, India and any claim that any such Proceedings have been brought in an inconvenient forum. The Company further irrevocably agrees that a judgment in any Proceedings brought in the courts and tribunals at Mumbai, India shall be conclusive and binding upon it and may be enforced in the courts of any other jurisdiction, (subject to the laws of such jurisdiction) by a suit upon such judgment, a certified copy of which shall be conclusive evidence of such judgment, or in any other manner provided by Applicable Law.<br><br>Nothing contained in this clause, shall limit any right of the Debenture Trustee to take the Proceedings in any other court or tribunal of competent jurisdiction, nor shall the taking of Proceedings in one or more jurisdictions preclude the taking of Proceedings in any other jurisdiction whether concurrently or not and the Company irrevocably submits to and accepts for itself and in respect of its property, generally and unconditionally, the jurisdiction of such court or tribunal, and the Company irrevocably waives any objection it may have now or in the future to the laying of the venue of any Proceedings and any claim that any such Proceedings have been brought in an inconvenient forum.<br><br>To the extent that the Company may in any jurisdiction claim for itself or its Assets immunity from suit, execution, attachment (whether in aid of execution, before judgment or otherwise) or other legal process and to the extent that in any such jurisdiction there may be attributed to itself or its Assets such immunity (whether or not claimed), the Company hereby irrevocably agrees not to claim and hereby irrevocably waives such immunity. |
| **Taxes, Duties, Costs and Expenses/Transaction Costs** | The Company shall bear the costs and expenses incurred in connection with the transactions contemplated hereby including stamp duty on the Transaction Documents, the other Transaction Documents and the Debentures, all transfer fees and applicable charges, listing fees, |

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| | registration fee (if applicable), fees of the Debenture Trustee, fees of the Rating Agency, fees of valuation agencies, and any other fees or expenses incurred in the preparation of the Transaction Documents or in relation to any transactions or matters contemplated under the Transaction Documents (including any action to preserve any rights in respect thereof).<br><br>All costs and expenses incurred by the Debenture Trustee prior to or following the occurrence of an Event of Default, including in connection with:<br><br>(i) preservation of the security interest created under the Transaction Documents (whether then or thereafter existing);<br><br>(ii) collection of amounts due under the Transaction Documents;<br><br>(iii) engaging all intermediaries (including any accountants, auditors, custodial services);<br><br>(iv) legal costs and stamp duty payable on any Transaction Documents;<br><br>(v) enforcement of the security interest created under the Transaction Documents; or<br><br>(vi) any other expenses in relation to the Issue,<br><br>shall be payable by the Company and shall stand secured under the Transaction Documents.<br><br>All taxes which are to be borne by the Debenture Holder(s) under Applicable Law will be paid by the respective Debenture Holder(s).<br><br>It is clarified that the charges, fees and any other amounts payable by the Company in respect of the Debentures as mentioned herein do not include any applicable taxes and levies (including any service tax etc.) and all such impositions shall be additionally borne by the Company. |
| **Nominee Director** | (a) The Debenture Trustee shall have a right to appoint a nominee director, in accordance with the SEBI Debenture Trustees Regulations, on the board of directors of the Company (hereinafter referred to as the "**Nominee Director**") upon the occurrence of any of the following:<br><br>(i) 2 (two) consecutive defaults in the payment of interest to the Debenture Holder(s);<br><br>(ii) any default in creation of security for the Debentures; or<br><br>(iii) any default on the part of the Company in redemption of the Debentures.<br><br>(b) The Nominee Director shall not be liable to retire by rotation nor |

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| | required to hold any qualification shares.<br><br>(c) The Company shall appoint the Nominee Director forthwith, and in any event within 1 (one) calendar month, on receiving a nomination notice from the Debenture Trustee, and in any case, within the timelines prescribed under the SEBI NCS Regulations and Applicable Law.<br><br>(d) If so required, the Company shall take all steps necessary to amend its articles of association, to give effect to this clause, within the timelines prescribed under the SEBI NCS Regulations and any other Applicable Law. |

**NOTES:**

1. If there is any change in Interest Rate pursuant to any event including lapse of certain time period or downgrade in rating, then such new Interest Rate and events which lead to such change will be disclosed by the Issuer.
2. The list of documents which has been executed or will be executed in connection with the issue and subscription of Debenture securities shall be annexed.
3. While the debt securities are secured to the tune of 125% (One hundred and twenty five percent) of the Secured Obligations or as per the terms of the Key Information Document, in favour of Debenture Trustee, it is the duty of the Debenture Trustee to monitor that the security is maintained.
4. The Issuer has provided details of the "Object of the Issue" in this Key Information Document under Section 6 (*Issue Details*) of this Key Information Document**.**

## SECTION 7: OTHER TERMS AND DETAILS

1. **Any material developments which are not disclosed in the General Information Document, since the issue of the General Information Document relevant to the offer of the Debentures issued under this Key Information Document in respect of which this Key Information Document is being issued –** Nil

2. **Creation of a Debenture redemption reserve:** Please refer Section 5.33(a) of the General Information Document and Section 6 of this Key Information Document.

3. **Issue Specific Regulations:** Please refer Section 5.33 (b) of the General Information Document.

4. **Default in payment:** Please refer Section 5.33(b) of the General Information Document.

5. **Delay in listing:** Please refer Section 5.33(d) of the General Information Document.

6. **Delay in allotment of securities:** Please refer Section 5.33(e) of the General Information Document.

7. **Issue details:** Please refer Section 6 (Issue Details) of this Key Information Document.

8. **Application Process:** Please refer Section 8 (Other Information and Application Process) of the General Information Document.

9. **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

10. **Details of assets, movable property and immovable property on which charge is proposed to be created:** Please refer Section 6 (Issue Details) of this Key Information Document.

11. **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:** Not Applicable

12. **Copy of evidence of registration with Sub-registrar, ROC, Central Registry of Securitization Asset Reconstruction and Security Interest (CERSAI) etc**

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

13. **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 Security to be created on the Hypothecated Assets are free from all Encumbrances and are not subject to any lien or charge. The Issuer shall /has procured required consents wherever applicable prior to the creation of charge for the Debentures.

14. **Debentures To rank pari passu**

    The Debentures shall rank *pari passu*, inter se, without any preference or priority of one over the other or others of them.

15. **Redemption**

    (a) The Issuer shall inform the Debenture Trustee of the Redemption Date(s) for the Debentures. The tenure of the Debentures shall be as specified in the Section 6 (Issue Details) of this Key Information Document
    (b) Redemption of the Debentures hereunder will be proportionate to the investment made by each Debenture Holder.
    (c) The Issuer shall furnish the details of payments made to the Debenture Holder(s), containing the following, towards redemption or the payment of the principal amount and Interest in respect of the Debentures to the Exchange:
        (i) Principal Amount paid;
        (ii) Interest paid; and
        (iii) Date of payment.

16. **Payments**

    Payments will be made to the registered Debenture Holder(s) / Beneficial Owner(s) as on the Record Date and in case of joint holders of Debentures to the one whose name stands first in the list of Beneficial Owner(s) provided to the Issuer by the Registrar / Depository on the Record Date. Such payments shall be made by cheque or warrant drawn by the Issuer on its bankers or by electronic mode viz. RTGS /

NEFT/direct credit to such bank account within India as the Debenture Holder(s) inform the Company in writing and which details are available with the Registrar, or any other mode that may be permissible under Applicable Law.

17. **Taxation**

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

| **Particulars** | **Contact Details of the Issuer** | **Contact Details of the Registrar** |
|---|---|---|
| Name | MONEDO FINANCIAL SERVICES PRIVATE LIMITED | NSDL DATABASE MANAGEMENT LIMITED |
| Correspondence Address | 7th Corporate Centre A, Andheri Kurla Road, Andheri East, Mumbai 400059 | 4th Floor, Tower 3, One International Centre, Senapati Bapat Marg, Prabhadevi, Mumbai - 400 013 |
| Contact Person | Abhishek Bhojwani | Sachin V. Shinde |
| Designation | AVP - Finance | Manager |
| E-mail ID | abhishek.bhojwani@monedo.in | Sachin.Shinde@ndml.in |
| Tel. No. | +91 8779734619 | +91 9870455759 |
| Fax No. | NA | NA |
| Link for online submission | NA | NA |

(b) In case of non-receipt of such prescribed declaration/ certificate from the Debenture Holder(s) claiming non-deduction or lower deduction of tax at source under applicable laws, on or prior to the relevant Record Date, the Issuer shall make TDS deductions in accordance with the prescribed rates prior to credit of interest on Debentures.

(c) Income tax is deductible at source at the rate of 10% on interest on Debentures held by resident Indians in accordance with Section 393 of the IT Act. In cases where interest is to be paid to an Individual or hindu undivided family (**"HUF"**) (being the Debenture Holder) is less than Rs. 5,000 and interest is to be paid by way of account payee cheque then the relevant Debenture Holder may seek non deduction of tax at source on the interest on Debentures by submitting the prescribed declaration/certificates with the Issuer and the RTA at the aforesaid address on or prior to the relevant Record Date.

(d) In case of Debenture Holder who is a resident Individual or resident HUF claiming non-deduction or lower deduction of tax at source under section 393 of the IT Act, as the case may be, the Debenture Holder should furnish either (a) a declaration (in duplicate) in the prescribed form i.e. (i) Form 121 which can be given by Individuals who are of the age of 60 years or more (ii) Form 121 which can be given by all Debenture Holder(s) (other than companies and firms), or (b) a certificate, from the Assessing Officer which can be obtained by all Debenture Holder(s) (including companies and firms) by making an application in the prescribed form i.e. Form No. 128.

(e) Debenture Holder(s) may seek/ may be granted, as the case may be, non-deduction or lower deduction of tax at source in following instances under the IT Act:

(i) When the Assessing Officer issues a certificate on an application by a Debenture Holder on satisfaction that the total income of the Debenture Holder justifies no/lower deduction of tax at source as per the provisions of Section 395 of the IT Act; and that a valid certificate is filed by the Debenture Holder with the Company before the Record Date for payment of interest;

(ii) When the resident Debenture Holder with Permanent Account Number (**"PAN"**) (not being a company or a firm) submits a declaration as per the provisions of section 393 of the IT Act in the prescribed Form 121 verified in the prescribed manner to the effect that the tax on his estimated total income of the financial year in which such income is to be included in computing his total income will be NIL. However, under Section 393 of the IT Act, Form 121 cannot be submitted nor considered for exemption from tax deduction at source if the dividend income referred to in section 393, interest on securities, interest, withdrawal from NSS and income from units of mutual fund or of Unit Trust of India as the case may be or the aggregate of the amounts of such incomes credited or paid or likely to be credited or paid during the financial year in which such income is to be included exceeds the maximum amount which is not chargeable to income tax;

(iii) Senior citizens, who are 60 or more years of age at any time during the financial year, enjoy the special privilege to submit a self-declaration in the prescribed Form 121 for non-deduction of tax at source in accordance with the provisions of section 393 of the IT Act even if the aggregate income credited or paid or likely to be credited or paid exceeds the maximum amount not chargeable to tax, provided that the tax due on the estimated total income of the year concerned will be NIL;

(iv) All mutual funds registered under Securities and Exchange Board of India are exempt from tax on all their income, including income from investment in Debentures under the provisions of Schedule VII(20) of the IT Act in accordance with the provisions contained therein. Further, as per the provisions of section 393 of the IT Act, no deduction of tax shall be made by any person from any sums payable to mutual funds specified under Schedule VII(20) of the IT Act, where such sum is payable to it by way of interest or dividend in respect of any securities or shares owned by it or in which it has full beneficial interest, or any other income accruing or arising to it;

(v) For any Debentures held by Foreign Institutional Investors/ Foreign Portfolio Investors/ Qualified Foreign Investors, interest on Debentures may be eligible for concessional tax rate of 5% (plus applicable surcharge and health and education cess) for interest applicable in respect of rupee denominated bonds of an Indian Company between June 1, 2013 and July 1, 2023 provided such rate does not exceed the rate as may be notified by the Government. Further, in case where section 394 is not applicable, the interest income earned by FIIs/FPIs should be chargeable to tax at the rate of 20% under section 210 of the IT Act. Tax shall be deducted u/s. 393 of the IT Act on such income at 20%. Where DTAA is applicable to the payee, the rate of tax deduction shall be lower of rate as per DTAA or 20%, subject to the conditions prescribed therein;

(vi) Interest payable to Life Insurance Corporation, General Insurance Corporation and any other insurers are exempted from deductions of tax at source under Section 393 of the IT Act;

(vii) Interest payable to entities falling under the list of entities exempted from TDS by the circular no. 18/2017 by Central Board of Direct Taxes (whose income is unconditionally exempt under Section 334 of the IT Act and who are also statutorily not required to tile return of income as per Section 139 of the IT Act);

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

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

18. **Further Borrowings**

The Company shall, subject to the Security Cover being maintained and no Event of Default having occurred and be continuing, be entitled to borrow or raise loans or create encumbrances or avail financial assistance in whatever form, and also issue promissory notes or debentures or other securities, without the consent of, or intimation to the Debenture Holder(s) or the Debenture Trustee.

19. **Transfer of Debentures**

(a) The transfer and transmission of the Debentures shall be subject to the Depositories Act, 1996, the rules made thereunder, the bye-laws, rules and regulations of the Depositories (each as amended, modified or restated from time to time).

(b) The Debentures shall be freely transferable and transmittable by the Debenture Holder(s) in whole or in part without the prior consent of the Company.

(c) The Debenture Holder(s) shall also have the right to novate, transfer or assign its rights and/or the benefits under the Transaction Documents upon such transfer/transmission of the Debentures. The Company shall not assign any of the rights, duties or obligations under the Debenture Trust Deed or in relation to the Debentures without the prior written consent of the Debenture Trustee (acting on the instructions of all the Debenture Holder(s)).

20. **Debentures free from Equities**

The Debenture Holder(s) will be entitled to their Debentures free from equities or cross claims by the Issuer against the original or any intermediate holders thereof.

21. **Debenture Holder not entitled to Shareholders' Rights**

The Debenture Holder(s) will not be entitled to any of the rights and privileges available to the shareholders including the right to receive notices of or to attend and vote at general meetings of the Company, other than those available to them under Applicable Law. PROVIDED THAT if any resolution affecting the rights attached to the Debentures is placed before the shareholders, such resolution will first be placed before the Debenture Holder(s) for their consideration.

22. **Variation of Debenture Holder(s)' Rights**

The rights, privileges and conditions attached to the Debentures hereunder may be varied, modified or abrogated with the consent in writing of the Majority Debenture Holder(s).

## SECTION 8: DECLARATION

### PART A

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

The extent of disclosures made in this Key Information Document is consistent with disclosures permitted by regulatory authorities to the issue of securities made by companies in the past.

For Monedo Financial Services Private Limited

_____
Authorised Signatory
Name: Mr. Ashish Kohli
Title: Managing Director & CEO
Date: [●]

For Monedo Financial Services Private Limited

_____
Authorised Signatory
Name: Mr. Vipin Kumar Poddar
Title: Director
Date: [●]

### PART B

DECLARATION BY THE BOARD OF DIRECTORS THAT-

1. Nothing in this Key Information Document is contrary to the provisions of the Securities Contracts (Regulation) Act, 1956 and the Securities and Exchange Board of India Act, 1992, Companies Act 2013 and the rules and regulations made thereunder;

2. the Issuer has complied with the provisions of the Securities Contracts (Regulation) Act, 1956 and the Securities and Exchange Board of India Act, 1992, Companies Act, 2013, and the rules made thereunder;

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

4. the monies received under the offer shall be used only for the purposes and objects indicated in the Private Placement Offer cum Application Letter;

5. 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; and

6. the contents of this Key Information Document have been perused by the Board of Directors and the final and ultimate responsibility of the contents mentioned herein shall lie with the Board of Directors.

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

The persons set out below are authorized by the Resolutions to sign 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 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. It is further declared and verified that all the required attachments have been completely, correctly and legibly attached to this form.

For Monedo Financial Services Private Limited

_____
Authorised Signatory
Name: Mr. Ashish Kohli
Title: Managing Director & CEO
Date: 15th June, 2026

For Monedo Financial Services Private Limited

_____
Authorised Signatory
Name: Mr. Vipin Kumar Poddar
Title: Director
Date: 15th June, 2026

**Encl:**
1. Disclosure prescribed under PAS-4 of Companies (Prospectus and allotment of securities) Rules, 2014.

2. Due Diligence Certificate for Debentures issued under this Key Information Document issued by the Debenture Trustee.
3. Rating Letters, Rating Rationales and detailed Press Releases from the Rating Agencies for Credit Rating and Rating Rationale.
4. List of documents executed in relation to the Issue.
5. Trustee Consent Letter.
6. In-principle approval from BSE.
7. Resolutions.

## ANNEXURE I: APPLICATION FORM

**MONEDO FINANCIAL SERVICES PRIVATE LIMITED**
A private limited company incorporated under the Companies Act, 2013)

**Registered and Corporate Office**: 7th Floor, Part A, Corporate Centre, Andheri Kurla Road, Andheri(East), J.B. Nagar, Mumbai, Maharashtra, India, 400059
**Website:** https://www.monedo.in/

| **DEBENTURES APPLICATION FORM SERIAL NO.** | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|

Issue of up to 5500 (Five Thousand Five Hundred) listed, rated, senior, secured, transferable, redeemable, non-convertible debentures denominated in INR, having a face value of INR 1,00,000 (Indian Rupees One lakh Only) each and an aggregate nominal value of INR 55,00,00,000 (Indian Rupees Fifty Five Crores) (**"Debentures"**) comprising of**:**

(a) 2500 (Two thousand Five Hundred) Debentures having aggregate nominal value of INR 25,00,00,000 (Indian Rupees Twenty Five Crore) as primary issuance; and

(b) 3000 (Three thousand) Debentures having aggregate nominal value of INR 30,00,00,000 (Indian Rupees Thirty Crore) as green shoe option,

in dematerialized form on a private placement basis to certain identified investors ("**Issue**").

**(Please read carefully the instructions on the next page before filling this form)**

| | |
|---|---|
| No. of Debentures applied (in figures) | |
| No. of Debentures applied (in words) | |
| Amount (Rs. In figures) | |
| Amount (Rs. In words) | |
| NEFT/RTGS Details | |
| Date on which funds are transferred to Monedo Financial Services Private Limited. | |

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

| | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |

**APPLICANT'S ADDRESS**

| **ADDRESS** | | | | | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|

| | | | | | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **STREET** | | | | | | | | | | | | | | | | | | |
| **CITY** | | | | | | | | | | | | | | | | | | |

| | | | | | | | | | | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **PIN** | | | | | | | **PHONE** | | | | | | | | **FAX** | | | | | | | | | | |

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

**WE ARE** ( ) BANKING COMPANY ( ) INSURANCE COMPANY ( ) OTHERS ( ) SPECIFY _____

We have read and understood the Terms and Conditions of the issue of Debentures contained in the Disclosure Documents including the Risk Factors described in the General Information Document dated [•] 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. The amount payable on application as shown below is remitted herewith. We request you to please place our name(s) on the Register of Debenture Holder(s).

| Name of the Authorised Signatory(ies) | Designation | Signature |
|---|---|---|
| | | |
| | | |
| | | |

Applicant's Signature:

**Details of Bank Account (from which the subscription money is remitted)**

| | |
|---|---|
| Bank Name & Branch | |
| Beneficiary Name | |
| Nature of Account | |
| Account No. | |
| IFSC/NEFT Code | |
| UTR No. * | |

**** Please enclose RTGS along with this form.***

We hereby confirm that the payment(s) made towards subscription of the Rated, Taxable, Listed, secured, Redeemable Fully Paid Up, non-convertible debentures is made from our Issuer account(s).

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

*(Note: Cheque and Drafts are subject to realisation)*

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

| | |
|---|---|
| **DEPOSITORY** | **NSDL and CDSL** |
| **DEPOSITORY PARTICIPANT NAME** | |
| **DP-ID** | |
| **BENEFICIARY ACCOUNT NUMBER** | |

| **NAME OF THE APPLICANT(S)** | |
|---|---|

| Taxpayers PAN / GIR No. | IT Circle/Ward/District | ( ) Not Allotted |
|---|---|---|
| [●] | [●] | |
| Tax Deduction Status | ( ) Fully Exempt | ( )Tax to be deducted at Source |

(viii) **Tick whichever is applicable:**

(a) The Applicant is not required to obtain Government approval under the Foreign Exchanges Management (Non-debt Instrument) Rules, 2019 prior to subscription of shares -

| |
|---|
| |

(b) The Applicant is required to obtain Government approval under the Foreign Exchange Management (Non-debt Instrument) Rules, 2019 prior to subscription of shares and the same has been obtained, and is enclosed herewith –

| |
|---|
| |

**List of KYC docs. To be attached with the Application Form:**

- Constitution Documents: Certificate of Incorporation, Certificate of commencement of Business, Memorandum & Articles of Association, Regd. Trust Deed in case of Trust, SEBI Registration Certificate in case of Mutual Fund.
- ID Proofs: Certified Copy of PAN Card, Demat Client Master Report
- Address Proof: Form 18 (under Companies Act, 1956) or INC-22 (under Companies Act, 2013) filled with ROC or Certified copy of latest utility bills.
- Authorizing docs: Power of Attorney / Board Resolution with specimen signatures certified by the Company Secretary.
- Any other document as specified in the Disclosure Documents or as may be demanded by the Issuer or as may be required to be provided under Applicable Law by the Applicant.

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

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

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 the Key Information 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 of such person harmless in respect of any claim by any Transferee.

**WE FUTHER UNDERSTAND THAT:**

**By making this application, I/We acknowledge that I/We have understood the terms and conditions of the Issue of Listed, rated, senior, secured, transferable, redeemable, Non-Convertible Debentures being issued by Monedo Financial Services Private Limited as disclosed in the General Information Document and Key Information Document.**

Applicant's
Signature

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

*(Note : Cheque and Drafts are subject to realization)*

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

**ACKNOWLEDGMENT SLIP**

Application No: [●] Date: [●]

| Debenture Series | **Series 1** |
|---|---|
| No. of Debentures applied (in figures) | [●] |
| No. of Debentures applied (in words) | [●] |
| Amount (Rs. In figures) | [●] |
| Amount (Rs. In words) | [●] |
| NEFT/RTGS | [●] |

For all further correspondence, please contact the Compliance Officer.

**INSTRUCTIONS**

- Application must be completed entirely in English, using BLOCK LETTERS.
- Procedure for Issue shall be in accordance with EBP Guidelines.
- A signature can be made either in English or in any other Indian language.
- Application Forms duly completed in all respects, must be lodged at the Issuer's registered office.
- All transfers/RTGS must be made payable to the Bank account of the Issuer.

- Cheques, cash, money orders, postal orders and stock invest will NOT be accepted.

- As a matter of precaution against possible fraudulent encashment of interest warrants due to loss/misplacement, one is requested to mention the full particulars of the bank account, as specified in the Application Form.

- Interest warrants will then be made out in favour of the Issuer for credit to one's account. In case the full particulars are not given, cheques will be issued in the name of the Applicant at their own risk.

- One should mention their Permanent Account Number or the GIR number allotted under Income-Tax Act, 1961 and the Income-Tax Circle/Ward/District. In case where neither the PAN nor GIR number has been allotted, the fact of non-allotment should be mentioned in the Application Form in the space provided.

- The application would be accepted as per the terms of the Issue outlined in the Disclosure Document.

- The payment(s) towards subscription of the securities shall be made from the bank account(s) of the Applicants.

Please send the dully filled and signed Application Form to our registered address: 7th Floor, Part A, Corporate Centre, Andheri Kurla Road, Andheri(East), J.B. Nagar, Mumbai, Maharashtra, India, 400059

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

*[Enclosed separately]*

## ANNEXURE III: TERMS AND CONDITIONS OF DEBENTURE TRUSTEE AGREEMENT

*[Enclosed separately]*

## ANNEXURE IV: DUE DILIGENCE CERTIFICATES

*[Enclosed separately]*

## ANNEXURE V: DEBENTURE TRUSTEE CONSENT LETTER

*[Enclosed separately]*

## ANNEXURE VI: TERM SHEET

*[Enclosed separately]*

## ANNEXURE VII: PERSONAL GUARANTEE

*[Enclosed separately]*

## ANNEXURE VIII: LENDING POLICY

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

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

Yes, it includes.

**Classification of loans/ advances given to associates, entities/ person relating to board, senior management, promoters, others, etc.: (As of March 31, 2026) – Not Applicable**

| Name | Designation | Type of Loan |
|---|---|---|
| NA | NA | NA |

**1.1.2. Classification of loans/ advances given, according to type of loans, denomination of loan outstanding by loan to value, sectors, denomination of loans outstanding by ticket size, geographical classification of borrowers, maturity profile etc.: As of March 31, 2026 -**

| ***Balance Tenure*** | ***Principal O/s (Rs. in Crores)*** |
|---|---|
| 1 month | 347.69 |
| 2-3 months | 54.65 |
| 4-6 months | 4.60 |
| 7-12 months | 0.56 |
| >12 months | 0.38 |
| **Total** | 407.88 |
| ***Product*** | ***Principal O/s (Rs. in Crores)*** |
| Supply Chain Financing | 399.20 |
| Healthcare Financing | 4.21 |
| SME Loan | 1.59 |
| Others | 2.89 |
| **Total** | **407.88** |

| ***Gross Loan Amt Bucket (Rs.)*** | ***Principal O/s (Rs. in Crores)*** |
|---|---|
| Upto 50,000 | 0.67 |
| 50,000 – 1,00,000 | 2.21 |
| 1,00,000 – 2,00,000 | 2.55 |
| 2,00,000 – 3,00,000 | 1.20 |
| Above 3,00,000 | 401.29 |
| Total | 407.88 |

| ***Industry Segment*** | ***Principal O/s (Rs. in Crores)*** |
|---|---|

| | |
|---|---|
| Supply Chain Financing | 399.20 |
| Healthcare Financing | 4.21 |
| SME Loan | 1.59 |
| Others | 2.88 |
| **Total** | **407.88** |

**1.1.3. Aggregated exposure to the top 20 borrowers with respect to the concentration of advances, exposures to be disclosed in the manner as prescribed by RBI in its stipulations on Corporate Governance for NBFCs or HFCs, from time to time:**

| APPLICANT_NAME | Types of Borrowers | PRODUCT | Total Sanctioned (Rs. In Lakhs) | Total Disbursed | Undisbursed Amount | Total Principal Outstanding | Status of Account |
|---|---|---|---|---|---|---|---|
| MXON ELECTRICALS AND HARDWARE PVT LTD | Pvt Ltd | Supply Chain | 4,164.00 | 4,164.00 | 0.00 | 4,164.00 | Current |
| DIVYASREE ENTERPRISES | Proprietorship | Supply Chain | 2,050.00 | 2,050.00 | 0.00 | 2,050.00 | Current |
| BALAJI Enterprises | Proprietorship | Supply Chain | 2,050.00 | 2,050.00 | 0.00 | 2,050.00 | Current |
| DHANALAKSHMI ENTERPRISES | Proprietorship | Supply Chain | 2,000.00 | 2,000.00 | 0.00 | 2,000.00 | Current |
| C C ADVERTISING | Proprietorship | Supply Chain | 2,000.00 | 2,000.00 | 0.00 | 2,000.00 | Current |
| SRI VARI INFRASTRUCTURES | Proprietorship | Supply Chain | 1,850.00 | 1,850.00 | 0.00 | 1,850.00 | Current |
| KRISHNA ENTERPRISES | Proprietorship | Supply Chain | 1,850.00 | 1,850.00 | 0.00 | 1,850.00 | Current |
| SRI MEENAKSHI ENTERPRISES | Proprietorship | Supply Chain | 1,550.00 | 1,550.00 | 3.00 | 1,550.00 | Current |
| DEXXON ELECTRICALS PRIVATE LIMITED | Pvt Ltd | Supply Chain | 1,550.00 | 1,547.00 | 0.11 | 1,547.00 | Current |
| Arihant Laminates | Proprietorship | Supply Chain | 1,340.00 | 1,339.89 | 1.35 | 1,339.89 | Current |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| Arihant Marketing | Proprietorship | Supply Chain | 1,260.00 | 1,258.65 | 0.01 | 1,258.65 | Current |
| SRI LAKSHMI ENTERPRISE | Proprietorship | Supply Chain | 1,255.00 | 1,254.99 | 0.32 | 1,254.99 | Current |
| Pooja Electricals and Hardwares | Proprietorship | Supply Chain | 1,160.00 | 1,159.68 | 0.07 | 1,159.68 | Current |
| BALAJI MARKETING | Proprietorship | Supply Chain | 1,500.00 | 1,499.93 | 0.00 | 1,542.71 | Current |
| APEX ENGINEERING PRODUCTS | Proprietorship | Supply Chain | 1,050.00 | 1,050.00 | 0.01 | 1,051.39 | Current |
| ZENITH AUTO COMPONENTS | Proprietorship | Supply Chain | 1,050.00 | 1,049.99 | 0.00 | 1,049.99 | Current |
| MANYATA ENTERPRISES | Proprietorship | Supply Chain | 1,000.00 | 1,000.00 | 0.01 | 1,000.00 | Current |
| prefab nest | Proprietorship | Supply Chain | 980.00 | 979.99 | 0.00 | 979.99 | Current |
| MARUTHI ELECTRICALS | Proprietorship | Supply Chain | 900.00 | 900.00 | 17.43 | 900.00 | Current |
| DAKSHITH TRADERS | Proprietorship | Supply Chain | 750.00 | 732.57 | 3.00 | 732.57 | Current |

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

| **Particulars** | **As at March 31, 2026** |
|---|---|
| Standard | **407.88** |
| Sub Standard | 0 |
| Doubtful | 0 |
| Loss | 0 |
| | |

**1.2 In order to allow investors to better assess the debt securities issued by the NBFC/ HFC, the following disclosures shall also be made by such Issuer:**

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

| ***Industry Segment*** | ***No. of loans*** | ***Principal O/s (Rs in Cr) as of March 31, 2026*** |
|---|---|---|
| Supply Chain Financing | 1132 | 399.20 |

| | | |
|---|---|---|
| Healthcare Financing | 538 | 4.21 |
| SME Loan | 24 | 1.59 |
| Others | 391 | 2.88 |
| Total | 2083 | 407.88 |

**1.2.1. NPA exposures of the issuer for the last three financial years (both gross and net exposures) and provisioning made for the same as per the last audited financial statements of the Issuer:**

| Particular (Rs. in Cr) | FY 24(A) | FY 25(A) | FY 26(A) |
|---|---|---|---|
| Net NPA% | 0.0% | 0.0% | 0.0% |
| Gross NPA | 0.01 | 0.0 | 0.0 |
| Net NPA | 0.0 | 0.0 | 0.0 |

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

| **Type of Borrowings** | **Outstanding as at March 31, 2026 (Rs. in Crore)** | **%** |
|---|---|---|
| Secured Borrowings | 290.64 | 86.16%% |
| Unsecured Borrowings | 46.70 | 13.84% |
| Total | 337.34 | 100% |

**1.2.3. Any change in promoters' holdings in the NBFCs during the preceding financial year beyond the threshold, as prescribed by RBI:**

**NIL**

**1.3 Classification of loans/ advances given according to:**

**1.3.1. Type of loans:**

Details of types of loans

| **Sl. No.** | **Types of loans** | **Rs. In crore** |
|---|---|---|
| 1 | Secured | 0.0 |
| 2 | Unsecured | 407.88 |
| | **Total assets under management (AUM)^^** | **407.88** |

**Information required at borrower level (and not by loan account as customer may have multiple loan accounts);*
*^Issuer is also required to disclose off balance sheet items;*

**Note: Off Balance sheet AUM:** 26.07Cr

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

Details of LTV

| S. No. | LTV (at the time of origination) | Percentage of AUM |
|---|---|---|
| 1. | Up to 40% | 0.0% |
| 2. | 40-50% | 0.0% |
| 3. | 50-60% | 0.0% |
| 4. | 60-70% | 0.0% |
| 5. | 70-80% | 0.0% |
| 6. | 80-90% | 0.0% |
| 7. | >90 | 0.0% |
| | **Total** | 0.0% |

### 1.3.3. Sectoral exposure:

Details of sectoral exposure

| S. No. | Segment-wise break-up of AUM | Percentage of AUM |
|---|---|---|
| 1. | **Retail** | |
| (A) | Mortgages (home loans and loans against property) | 0.0% |
| (B) | Gold loans | 0.0% |
| (C) | Vehicle finance | 0.0% |
| (D) | MFI | 0.0% |
| (E) | MSME (SCF & SME loans) | 98.35% |
| (F) | Capital market funding (loans against shares, margin funding) | 0.0% |
| (G) | Others (Travel & Education) | 1.65% |
| 2. | **Wholesale** | 0.0% |
| (A) | Infrastructure | 0.0% |
| (B) | Real estate (including builder loans) | 0.0% |
| (C) | Promoter funding | 0.0% |
| (D) | Any other sector (as applicable) | 0.0% |
| (E) | Others | 0.0% |
| | **Total** | 100% |

### 1.3.4. 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 50,000 | 0.15% |
| 2 | 50,000 – 1,00,000 | 0.51% |
| 3 | 1,00,000 – 2,00,000 | 0.59% |
| 4 | 2,00,000 – 3,00,000 | 0.28% |
| 5 | Above 3,00,000 | 98.47% |
| | **Total** | 100% |

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

### 1.3.5. Geographical classification of borrowers:

**Top 5 states borrower wise –**

| Sl. No. | Top 5 states | Percentage of AUM |
|---|---|---|
| 1 | Tamil Nadu | 65.17% |
| 2 | Karnataka | 25.54% |
| 3 | Andhra Pradesh | 4.46% |
| 4 | Maharashtra | 2.44% |
| 5 | Telangana | 1.87% |
| | Total | 99.48% |

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

Movement of gross NPA

| Movement of gross NPA* | Rs. Crore (As of March 31, 2026) |
|---|---|
| Opening gross NPA | 0.0 |
| - Additions during the year | 0.0 |
| - Reductions during the year | 0.0 |
| Closing balance of gross NPA | 0.0 |

**Please indicate the gross NPA recognition policy (Day's Past Due) 90 DPD and above cases are considered as NPA*

Movement of provisions for NPA

| Movement of provisions for NPA | Rs. Crore (As of March 31, 2026) |
|---|---|
| Opening balance | 0.0 |
| - Provisions made during the year | 0.0 |
| - Write-off/ write-back of excess provisions | 0.0 |
| Closing balance | 0.0 |

### 1.3.7. Segment-wise gross NPA:

Segment wise gross NPA (As on March 31, 2026) –

| S. No. | Segment-wise gross NPA | Gross NPA (%) |
|---|---|---|
| 1. | **Retail** | |
| (A) | Mortgages (home loans and loans against property) | 0.0% |
| (B) | Gold loans | 0.0% |
| (C) | Vehicle loans | 0.0% |
| (D) | MFI | 0.0% |
| (E) | MSME | 0.0% |
| (F) | Capital market funding (loans against shares, margin funding) | 0.0% |
| (G) | Others | 0.0% |

| | | |
|---|---|---|
| 2. | **Wholesale** | 0.0% |
| (A) | Infrastructure | 0.0% |
| (B) | Real estate (including builder loans) | 0.0% |
| (C) | Promoter funding | 0.0% |
| (D) | Any other sector (as applicable) | 0.0% |
| (E) | Others | 0.0% |
| | **Total** | **0.0%** |

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

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

| Category | Up to 30/31 days | >1 month - 2 months | >2 months - 3 months | >3 months - 6 months | >6 months - 1 year | >1 year - 3 years | >3 years - 5 years | > 5 years | Total |
|---|---|---|---|---|---|---|---|---|---|
| **Deposit** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** |
| **Advances** | **347.97** | **49.70** | **4.89** | **4.45** | **0.56** | **0.38** | **-** | **-** | **407.95** |
| **Investments (FD s)** | **-** | **-** | **-** | **5.69** | **-** | **-** | **-** | **-** | **5.69** |
| **Borrowings** | **6.76** | **7.50** | **6.69** | **35.05** | **126.07** | **107.94** | **47.33** | **-** | **337.34** |
| **FCA*** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **-** |
| **FCL*** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **-** |

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

***Note: Unhedged Foreign currency exposure is Nil***

### 1.4 Disclosure of latest ALM statements to stock exchange: As on March 31, 2026

| Particulars (In Crores) | 15 DAY TO 31 DAYS | OVER 1 MONTH TO 2 MONTHS | OVER 2 MONTHS TO 3 MONTHS | OVER 3 MONTHS TO 6 MONTHS | OVER 6 MONTHS TO 1 YEAR | OVER 1 YEAR TO 3 YEARS | OVER 3 YEARS TO 5 YEARS | OVER 5 YEARS | TOTAL AMOUNT |
|---|---|---|---|---|---|---|---|---|---|
| **OUTFLOWS** | | | | | | | | | |
| **1) Capital** | | | | | | | | | |
| 1A) Equity and Perpetual Preference Shares Tier II | - | - | - | - | - | - | - | 83.48 | **83.48** |
| 1B) Non-Perpetual | - | - | - | - | - | - | - | - | **-** |

| | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| Preference Shares | | | | | | | | | |
| **2) Reserves & surplus** | | | | | | | | | **-** |
| Share Premium | - | - | - | - | - | - | - | 42.05 | **42.05** |
| Statutory/Special reserve U/S 45 IC (1) | - | - | - | - | - | - | - | 7.28 | **7.28** |
| Profit and Loss | - | - | - | - | - | - | - | -43.08 | **-43.08** |
| **3) Gifts,Grants,Donations & benefactions** | - | - | - | - | - | - | - | - | **-** |
| **4) Notes,Bonds** | - | - | - | - | - | - | - | - | **-** |
| 4A) Plain Vanilla Bonds/Debentures | - | - | - | - | - | - | - | - | **-** |
| 4B) Bonds/Debentures With Embedded Options/subordinated debt | - | - | - | - | - | - | - | - | **-** |
| 4C) Fixed Rate Notes | - | - | - | - | - | - | - | - | **-** |
| **5) Deposits** | | | | | | | | | **-** |
| 5A) Term Deposits From Public | - | - | - | - | - | - | - | - | **-** |
| 5B) ICD's | - | - | - | 5.00 | 60.70 | - | - | - | **65.70** |
| 5C) CD's | - | - | - | - | - | - | - | - | **-** |
| **6) Borrowings** | | | | | | | | | **-** |
| 6A) Term Money Borrowings From Bank | - | - | - | - | - | - | - | - | **-** |
| 6B) From PSU | - | - | - | - | - | - | - | - | **-** |
| 6C) Other ( NBFC ) | 6.63 | 7.56 | 6.76 | 30.05 | 54.51 | 96.39 | 58.94 | - | **260.84** |
| 6D) Cash credits, Working capital demand loans | - | - | - | - | - | - | - | - | **-** |

| | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| ,Commercial Papers & others | | | | | | | | | |
| 6E) NCD | - | - | - | - | 10.00 | 1.00 | - | - | **11.00** |
| **7) Current Liabilities & Provisions** | | | | | | | | | **-** |
| 7A) Sundry Creditors | 0.12 | - | - | - | - | - | - | - | **0.12** |
| 7B) Expense Payable | - | - | - | 4.17 | 0.74 | - | - | - | **4.91** |
| 7C) Advance Income Received | - | - | - | - | - | - | - | - | **-** |
| 7D) Interest Payable On Bonds/Debentures/Deposits/Borrowings | 1.42 | - | - | - | - | - | - | - | **1.42** |
| 7E) Provisions(Other Than For NPAs) | - | - | - | 0.62 | - | - | - | - | **0.62** |
| **8) Contingent Liabilities** | | | | | | | | | **-** |
| 8A) Letters Of Credit/Guarantees | - | - | - | - | - | - | - | - | **-** |
| 8B) Loan Commitments Pending Disbursal | - | - | - | - | - | - | - | - | **-** |
| 8C) Lines Of Credit Commited To Other Institutions | - | - | - | - | - | - | - | - | **-** |
| 8D) Outflows On Account Of Forward Exchange Contracts, Rupee/Dollar Swap and Bills Rediscounted | - | - | - | - | - | - | - | - | **-** |
| **9) Others** | | | | | | | | | **-** |
| 9A) Branch Current Account | - | - | - | - | - | - | - | - | **-** |
| 9B) Statutory Liabilities | 0.84 | - | - | - | - | - | - | - | **0.84** |

| | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| 9C) Provision for Taxation | - | - | - | 1.23 | - | - | - | - | **1.23** |
| 9D)Provision for Standard Assets | - | - | - | - | - | - | - | - | **-** |
| 9E) Provision for NPA | - | - | - | - | - | - | - | - | **-** |
| 9F) Security Depsoit | - | - | - | - | 30.72 | - | - | - | **30.72** |
| 9G) Audit Fees | - | - | - | - | - | - | - | - | **-** |
| 9H) Provision Covid -19 | - | - | - | - | - | - | - | - | **-** |
| **OUTFLOW TOTAL (A) =>** | **9.01** | **7.56** | **6.76** | **41.07** | **156.67** | **97.39** | **58.94** | **89.73** | **467.13** |
| | | | | | | | | | |
| **INFLOWS** | | | | | | | | | |
| **1) Cash** | - | - | - | - | - | - | - | - | - |
| **2) Remittence In Transit** | - | - | - | - | - | - | - | - | - |
| **3) Balance With Banks** | | | | | | | | | - |
| 3A) Current Account | 6.83 | - | - | - | - | - | - | - | 6.83 |
| 3B) Fixed Deposit | 5.97 | - | - | - | - | - | - | - | 5.97 |
| 3C) Money At Call and short Notice | - | - | - | - | - | - | - | - | - |
| **4) Investments(Net Of Provisions) Under Various Categories As Enumerated In Appendix-I** | | | | | | | | | - |
| 4A) Mandatory Investments | - | - | - | - | - | - | - | - | - |
| 4B) Non Mandatory Listed | 14.16 | - | - | - | - | - | - | - | 14.16 |
| 4C) Non Mandatory Unlisted Securities | - | - | - | - | - | - | - | 20.09 | 20.09 |
| 4D) Non Mandatory Unlisted Securities Having A Fixed Term Maturity | - | - | - | - | - | - | - | - | - |

| | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| 4E) Venture Capital Units | - | - | - | - | - | - | - | - | - |
| **5) Advances(Performing)** | | | | | | | | | - |
| 5A) Bills Of Exchange And Promissory Notes Discounted and rediscounted | - | - | - | - | - | - | - | - | - |
| 5B) Term Loans(Only Rupee Loans) | 344.10 | 49.21 | 4.84 | 4.41 | 0.55 | 0.38 | - | - | 403.49 |
| 5C) Corporate Loans/Short Term Loans | - | - | - | - | - | - | - | - | - |
| **6) Non-Performing Loans (Net Of Provisions and ECGC Claims Received ) Under Various Categories Enumerated In Appendix-I** | - | - | - | - | - | - | - | - | - |
| **7) Inflows From Assets On Lease/FL/SL** | - | - | - | - | - | - | - | 0.58 | 0.58 |
| **8) Fixed Assets(Excluding Assets On Lease)** | - | - | - | - | - | - | - | 1.63 | 1.63 |
| **9) Other Assets** | - | - | - | - | - | - | - | - | - |
| 9A) Intangible Assets & Other Non Cash-Flow Items | - | - | - | - | - | - | - | 0.00 | 0.00 |
| 9B) Interest And Other Income Receivable | - | - | - | 4.24 | - | - | - | - | 4.24 |
| 9C) Others | - | - | - | - | - | - | - | - | - |
| **10) Lines Of Credit Committed By Other Institutions(Inflows)** | - | - | - | - | - | - | - | - | - |

| | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| **11) Bills Rediscounted(Inflows)** | - | - | - | - | - | - | - | - | - |
| **12) Inflows On Account Of Forward Exchange Contracts,Dollar/Rupee Swap (Sell/Buy)** | - | - | - | - | - | - | - | - | - |
| **13) Others** | | | | | | | | | - |
| 13A) Debtors | 0.05 | - | - | - | - | - | - | - | 0.05 |
| 13B) Other advances | - | - | - | 4.07 | - | - | - | - | 4.07 |
| 13C)Receivables under financing activity | - | - | - | - | - | - | - | - | - |
| 13D) DTA | - | - | - | 4.10 | - | - | - | - | 4.10 |
| 13E) Others Assets (Balances with statutory authorities & Other Receivables) | - | - | - | 1.92 | - | - | - | - | 1.92 |
| **INFLOW TOTAL (B) =>** | **371.11** | **49.21** | **4.84** | **18.74** | **0.55** | **0.38** | **-** | **22.30** | **467.13** |
| **C.MISMATCH (B-A)** | **362.10** | **41.65** | **-1.92** | **-22.33** | **-156.12** | **-97.01** | **-58.94** | **-67.43** | **0.00** |
| **D.CUMULATIVE MISMATCH** | **362.10** | **403.75** | **401.83** | **379.50** | **223.38** | **126.37** | **67.43** | **0.00** | |

**ANNEXURE IX: PAS-4**

*[Enclosed separately]*

[PL NOTE: