

Reference No.: MFSPL/08/2026-27

Date: September 18, 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:

Corporate Identification Number (CIN): U65100MH2017PTC294521 Permanent Account Number (PAN): AAGCK5748Q Date of Incorporation: May 1, 2017 Place of Incorporation: Mumbai Registration number issued by the relevant regulator: N-13.02277 Website: https://www.monedo.in Telephone No.: +91 226817 3300	Registered and Corporate Office: 7th Floor, Part A, Corporate Centre, Andheri Kurla Road, Andheri (East), J.B. Nagar, Mumbai, Maharashtra, India, 400059 Email: finance@monedo.in
<p>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</p> <p>ISSUE OF UP TO 2,500 (TWO THOUSAND FIVE HUNDRED), NON-CONVERTIBLE DEBENTURES DENOMINATED IN INDIAN RUPEES ("INR"), HAVING A FACE VALUE OF INR 1,00,000 (INDIAN RUPEES ONE LAKH ONLY) EACH AND AN AGGREGATE NOMINAL VALUE OF INR 25,00,00,000 (INDIAN RUPEES TWENTY FIVE CRORE ONLY) ("DEBENTURES") AT PAR IN DEMATERIALIZED 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 9, 2026 ("GENERAL INFORMATION DOCUMENT") AS AMENDED / SUPPLEMENTED FROM TIME TO TIME.</p> <p>Certain details of the Debentures are as follows:</p> <p>(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.</p> <p>The Rating Agency has assigned a rating of "IndRa BBB-/Stable " (pronounced as " India Ratings Triple B Minus Stable ") rating to the captioned Issue.</p> <p>Date of Rating Letters: August 4, 2026 Date of Press Release of Ratings: August 4, 2026 Press Release and Rating Rationale: Please refer Annexure II of this Key Information Document.</p>	

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 Wholesale Debt Market (WDM) of the Stock Exchange, within such timelines as prescribed under Applicable Law. The in-principle approval obtained by the Issuer from BSE has been disclosed in Annexure IX of the General Information Document. The Issuer has maintained the Recovery Expense Fund with BSE (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.
- (g) 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
September 22, 2026	September 22, 2026	September 23, 2026	September 23, 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
12.00%	Monthly	March 23, 2029	As per Section 5 of this Key Information Document

KEY OFFICERS OF THE ISSUER

Compliance Officer Mr. Pranabh Kapoor Telephone Number: +91 9899597917 Email: pranabh.kapoor@monedo.in	Company Secretary Mr. Pranabh Kapoor Telephone Number: +91 9899597917 Email: pranabh.kapoor@monedo.in	Chief Financial Officer Mr. Rakesh Ganti Telephone Number: +91 9833449955 Email: rakesh.ganti@monedo.in	Promoters Mr. Ashish Kohli Telephone Number: +91 8879171199 Email: ashish.kohli@monedo.in
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DETAILS OF STAKEHOLDERS

Debenture Trustee	Registrar	Rating Agency	Statutory Auditors
 CATALYST Believe in yourself... Trust us!	 NSDL Technology, Trust & Reach	 India Ratings & Research A Fitch Group Company	 M R B & ASSOCIATES CHARTERED ACCOUNTANTS Name: M R B & Associates

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/	Address: 501, 93 Palladian 5 th Floor, Mahakali Caves Road, Andheri (East) Mumbai-400093 Email: manish.b@mrbassociates.com Telephone Number: +91 9987030175 Contact Person: Manish Bohra Website: https://mrbassociates.com/
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BACKGROUND

This Key Information Document dated September 18, 2026 for issuance of up to 2,500 (two 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 25,00,00,000 (Indian Rupees Twenty Five Crore) ("**Debentures**") 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 June 9, 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 Holders. 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 September 16, 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 25,00,00,000] (Indian Rupees Twenty Five crore 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.

To the extent applicable, the Issue shall be open for bidding and subscribed to in accordance with the guidelines issued by SEBI and EBP pertaining to the procedure of Electronic Book Mechanism set out in the Electronic Book Mechanism Guidelines.

Issue composition – Details of size of the Issue including green shoe option, if any	Issue of up to 2,500 (two 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 25,00,00,000 (Indian Rupees Twenty Five Crore) Debentures at par, in dematerialised form on a private placement basis to certain identified investors.
Issue Price Per security	INR 1,00,000 (Indian Rupees One Lakh)
Interest Rate Parameter	Fixed
Bid opening and closing date	September 22, 2026
Minimum Bid lot	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.
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	1 (One) Debentures and in multiple of 1 (One) Debenture thereafter
Anchor Portion and Anchor Investors	NA
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.

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.
Accelerated Redemption Event	means the occurrence of any one or more of the following events: <ul style="list-style-type: none"> (a) the rating of the Debentures is downgraded below the current rating of "India Ratings BBB-/ Stable" by 1 (one) notch or more, each by any credit rating agency, including without limitation, the Rating Agency; (b) the accelerated redemption / accelerated payment clause or any other related provision being triggered as per the transaction documents executed in relation to any non-convertible debentures issued by the Company and presently outstanding or any existing Financial Indebtedness of the Company or the Promoter; and/or (c) the Company, the Promoter, the directors of the Company, or its subsidiaries (if any) engage in any illegal, unlawful, fraudulent, or prohibited business activity or transaction, or become subject to any regulatory, judicial, or governmental action in relation thereto.
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 Holders 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 / Assets Under Management	means the total Loans of the Company after technical write-off.
Board / Board of Directors	means the Board of Directors of the Issuer.

Beneficial Owners	means the holders of the Debentures in dematerialised form whose names are recorded as such with the Depository(ies) in the Register of Beneficial Owners and " Beneficial Owner " shall be construed accordingly.
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 any day than a public holiday under Section 25 of the Negotiable Instruments Act, 1881 or a Sunday, on which money markets are functioning in Mumbai .
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 Futurax, 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.
Client Loan	means each loan disbursed by the Issuer as a lender, and " Client Loans " shall be construed accordingly.
Company Rating	means the rating of "BBB-/ Stable" (pronounced as "Triple B Minus with Stable Outlook") as ascribed to the Company by the Rating Agency.
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.
Covenant Breach Default Interest	has the meaning given to the term in Section 6 (<i>Issue Details</i>) of this Key Information Document.
Conditions Precedent	has the meaning given to it in Section 6 (Issue Details) of this Key Information Document.
Conditions Subsequent	has the meaning given to it in Section 6 (Issue Details) of this Key Information Document.
Constitutional Documents	means the certificate of incorporation of the Company, the memorandum of association and articles of association of the Company and the certificate of registration issued by the RBI to the Company.
Crore	means ten million.
Control	in respect to any entity, has the meaning ascribed to it under Applicable Law and includes: (a) the right to appoint a majority of the directors of the board of directors of such entity; and

	(b) the right to control the management or policy decisions acting individually or in concert, directly or indirectly, including by virtue of shareholding or management rights or shareholders agreements or voting agreements.
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 Holders / Investors	<p>means the successful Applicants that subscribe to the Debentures, by way of private placement, to the maximum extent set out in their respective Application Forms, on the terms and conditions contained in the Debt Disclosure Documents for private placement issued by the Company and for any subsequent Debenture Holders, each person who is:</p> <p>(a) registered as a Beneficial Owner; and</p> <p>(b) registered as a debenture holder in the Register of Debenture Holders.</p> <p>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,</p> <p>and "Debenture Holder" shall be construed accordingly.</p>
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 and a validly existing company under the Companies Act, 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
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 2,500 (two 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 25,00,00,000 (Indian Rupees Twenty Five Crore) at par, in dematerialized form on a private placement basis to certain identified investors.
Debt Disclosure Document	means the General Information Document, together with this 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 September 23, 2026, on which the Debentures shall have been deemed to be allotted to the Debenture Holders.
Delay Default Interest	has the meaning given to the term in Section 6 (<i>Issue Details</i>) of this Key Information Document.
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.
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 (<i>Issue Details</i>) 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, the Redemption Date(s), or any other date 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.
Eligible Investors	has the meaning given to it in Section 8.14 (<i>Eligible Investors</i>) of the General Information Document.
Events of Default	As per Section 6 (<i>Issue Details</i>) of this Key Information Document.
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 Holders.
Financial Indebtedness	means any indebtedness for or in respect of: <ul style="list-style-type: none"> (a) moneys borrowed; (b) any amount raised by acceptance under any acceptance credit, bill acceptance or bill endorsement facility or dematerialised equivalent; (c) any amount raised pursuant to any note purchase facility or the issue of bonds, notes, loan stock or any similar instrument; (d) the amount of any liability in respect of any lease or hire purchase contract which would, in accordance with the Applicable Accounting Standards, be treated as a finance or capital lease; (e) receivables sold or discounted (other than any receivables to the extent they are sold on a non-recourse basis); (f) any amount raised under any other transaction (including any forward sale or purchase agreement) having the commercial effect of a borrowing; (g) any derivative transaction entered into in connection with protection against or benefit from fluctuation in any rate or price (and, when calculating the value of any derivative transaction, only

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

	<p>the mark-to-market value shall be taken into account);</p> <p>(h) shares which are expressed to be redeemable or shares which are the subject of a put option or any form of guarantee;</p> <p>(i) any obligation under any put option in respect of any securities;</p> <p>(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;</p> <p>(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</p> <p>(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.</p>
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
Force Majeure Event	means any unforeseeable and unavoidable events beyond the control of the parties involved, such as natural disasters (fire flood, earthquake, etc), war (strike, lock out, civil unrest, etc), government actions, or epidemic, pandemic, terror attacks, etc that prevent one or both Parties from fulfilling contractual obligations under the Transaction Documents.
General Information Document	means general information document dated June 9, 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 NPA	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 the Promoter.
Half Year	means either the period commencing on (i) 1st April and ending on 30th September each year; or (ii) 1st October and ending on 31st March each year.
Hypothecated Assets	as per Section 6 (<i>Issue Details</i>) 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	as per Section 6 (<i>Issue Details</i>) of this Key Information Document.
Interest Rate	as per Section 6 (<i>Issue Details</i>) of this Key Information Document.
Issue	means the private placement of the Debentures.
Issue Closing Date	as per Section 6 (<i>Issue Details</i>) of this Key Information Document.
Issue Opening Date	as per Section 6 (<i>Issue Details</i>) of this Key Information Document.
Listing Period	as per Section 6 (<i>Issue Details</i>) of this Key Information Document.
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 Holders	<p>means:</p> <p>(a) in cases where the Applicable Laws (including SEBI directions) prescribe</p>

	<p>a percentage or number required for deciding a matter, the percentage or number prescribed; or</p> <p>(b) such number of Debenture Holders who collectively represent more than 50% (fifty percent) of the aggregate Outstanding Principal Amounts of the Debentures held by the Debenture Holders who are present and voting (including proxies).</p>
Majority Resolution	means a resolution approved by the Majority Debenture Holders who are present and voting or if a poll is demanded, by the Majority Debenture Holders who are present and voting in such poll.
Material Adverse Effect	<p>means the effect or consequence of an event, circumstance, occurrence or condition which has caused, as on the date of determination, or could reasonably be expected to cause a material and adverse effect on:</p> <p>(a) the financial condition, business or operation of the Company which is prejudicial to the ability of the Company to perform its obligations under the Transaction Documents;</p> <p>(b) the rights or remedies of the Debenture Holder(s) hereunder or under any other Transaction Documents; or</p> <p>(c) the ability of the Company or any guarantor(s) to perform its respective obligations under the Transaction Documents.</p>
NA	means not applicable.
NBFC	means non-banking financial company.
NBFC Directions	<p>means collectively the following:</p> <p>(a) master <i>direction</i> bearing reference no DOR.CRE.REC.266/07-01-008/2025-26 dated November 28, 2025, issued by the RBI on "<i>Reserve Bank of India (Non-Banking Financial Companies– Credit Facilities) Directions, 2025</i>";</p> <p>(b) the master direction bearing reference number DOR.MCS.REC.No.281/01-01-039/2025-26 dated November 28, 2025, issued by the RBI on "<i>Reserve Bank of India (Non-Banking Financial Companies – Responsible Business Conduct) Directions, 2025</i>"</p> <p>(c) the master direction issued by the RBI bearing reference number RBI/DOR/2025-26/339 dated November 28, 2025, titled "<i>Reserve Bank of India (Non-Banking Financial Companies – Registration, Exemptions and Framework for Scale Based Regulation) Directions, 2025</i>";</p> <p>(d) 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 "<i>Reserve Bank of India (Non-Banking Financial Companies – Income Recognition, Asset Classification and Provisioning) Directions, 2025</i>", each as amended, modified, supplemented or restated from time to time);</p> <p>(e) the master direction bearing reference number DOR.CAP.REC.264/21-</p>

	<p>01-002/2025-26 issued by the RBI on "<i>Reserve Bank of India (Non-Banking Financial Companies – Prudential Norms on Capital Adequacy) Directions, 2025</i>" (as may be amended, modified, or restated from time to time);</p> <p>(f) the master direction bearing reference number RBI/DOR/2025-26/361 dated November 28, 2025, issued by the RBI on "<i>Reserve Bank of India (Non-Banking Financial Companies – Know Your Customer) Directions, 2025</i>" (as may be amended, modified, or restated from time to time);</p> <p>(g) the master direction bearing reference number RBI/DOR/2025-26/344 dated November 28, 2025, issued by the RBI on "<i>Reserve Bank of India (Non-Banking Financial Companies – Governance) Directions, 2025</i>" (as may be amended, modified, or restated from time to time);</p> <p>(h) the master direction bearing reference number RBI/DOR/2025-26/373 dated November 28, 2025, issued by the RBI on "<i>Reserve Bank of India (Non-Banking Financial Companies – Miscellaneous) Directions, 2025</i>" (as may be amended, modified, or restated from time to time);</p> <p>(i) the master direction bearing reference number RBI/DOR/2025-26/343 dated November 28, 2025, issued by the RBI on "<i>Reserve Bank of India (Non-Banking Financial Companies – Undertaking of Financial Services) Directions, 2025</i>" as amended by the master direction dated December 6, 2025 bearing reference number RBI/DOR/2025-26/138 issued by the RBI on "<i>Reserve Bank of India (Non-Banking Financial Companies – Undertaking of Financial Services) (Amendment) Directions, 2025</i>"; and</p> <p>(j) all other directions and circulars issued by the RBI in relation to the functioning and governance of non-banking financial companies.</p>
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.
Net Worth	has the meaning given to it in the Companies Act.
Nominee Director	has the meaning given to it in Section 6 (Issue Details) of this Key Information Document.
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.
On-Book AUM	528.16 crore
Own Book AUM	528.16 crore
Outstanding Principal	means, at any date, the principal amounts outstanding under the Debentures.

Amount	
PAN	means permanent account number
PAR 90	Nil
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 (<i>Issue Details</i>) of this Key Information Document.
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
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 (<i>Issue Details</i>) of this Key Information Document.
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.
Promoter Group	means the following person(s): (a) the Promoter; and (b) such entities wherein the Promoter is the ultimate beneficiary.
Personal Guarantee	means, the unconditional and irrevocable personal guarantee dated on or about the Deemed Date of Allotment provided by the Guarantor in favour of the Debenture Trustee (acting on behalf of and for the benefit of the Debenture Holder(s)), guaranteeing the Secured Obligations.
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 each 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 (<i>Recovery Expenses Fund</i>) 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 " <i>Modifications to Chapter IV of the Master Circular for Debenture Trustee dated August 13, 2025</i> " dated November 25, 2025.
Redemption Dates	means the dates as specified in Section 5 (<i>Disclosure of the Cash Flows</i>) or any other date in accordance with this Key Information Document on which payment of the Outstanding Principal Amounts is required to be made on

	quarterly basis in respect of the Debentures, and " Redemption Date " means any one of them.
Register of Beneficial Owners	means the register of beneficial owners of the Debentures maintained in the records of the Depositories.
Register of Debenture Holders	means the register of debenture holders maintained by the Issuer in accordance with Section 88 of the Companies Act.
Registrar	means the registrar and transfer agent appointed for the issue of Debentures, being NSDL Database Management Limited.
Reporting Covenants Default Interest	has the meaning given to the term in Section 6 (<i>Issue Details</i>) of this Key Information Document.
Related Party	has the meaning given to it in the Companies Act and "Related Parties" shall be construed accordingly.
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 (<i>Centralised Database - Responsibilities of Debenture Trustee</i>) 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 " <i>Master Circular for Debenture Trustees</i> " 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 Master Circular	means the master circular bearing reference number SEBI/HO/DDHS/DDHS-PoD/P/CIR/2025/0000000137 dated October 15, 2025 issued by SEBI on " <i>Master Circular for issue and listing of Non-convertible Securities, Securitised Debt Instruments, Security Receipts, Municipal Debt Securities and Commercial Paper</i> " 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 (<i>Standardization of timelines for listing of securities issued on a private placement basis</i>) 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 " <i>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</i> " 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 " <i>Master Circular for listing obligations and disclosure requirements for Non-convertible Securities,</i>

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	<i>Securitized Debt Instruments and/ or Commercial Paper"</i> , 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 (<i>Electronic Book Provider platform</i>) 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 or Guaranteed Obligations	means all present and future obligations (whether actual or contingent and whether owed jointly or severally or in any capacity whatsoever) of the Issuer to the Debenture Holders or the Debenture Trustee under the Transaction Documents, including without limitation, the making of payment of any interest, Outstanding Principal Amounts, default interest, Additional Interest, liquidated damages, remuneration of the Debenture Trustee and all costs, charges, expenses and other amounts payable by the Issuer 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 (<i>Issue Details</i>) of this Key Information Document.
Special Majority Debenture Holders	means such number of Debenture Holders collectively holding more than 75% (seventy five percent) of the value of the Outstanding Principal Amounts of the Debentures.
Special Resolution	means 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.
Step Up	has the meaning given to the term in Section 6 (<i>Issue Details</i>) of this Key Information Document.
Step Up Rate	has the meaning given to the term in Section 6 (<i>Issue Details</i>) of this Key Information Document.
Stressed Assets Framework	means the master direction issued by the RBI titled " <i>Reserve Bank of India (Non-Banking Financial Companies – Resolution of Stressed Assets) Directions, 2025</i> ", and " <i>Reserve Bank of India (Commercial Banks – Resolution of Stressed Assets) Directions, 2025</i> ", as amended, modified, supplemented or restated from time to time.
Tangible Net Worth	109.95
Tax	means any present or future tax (including but not limited to direct taxes, indirect taxes such as goods and services tax, service tax, value added tax or other similar taxes), 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.
Tax Deduction	means a deduction or withholding for or on account of Tax from a payment under a Transaction Document pursuant to Applicable Law.
Total Debt	421.05
TDS	Tax Deducted at Source.

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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.
Transaction Documents	as per Section 6 (Issue Details) of this Key Information Document.
WDM	Wholesale Debt Market segment of the BSE.
Wilful Defaulter	means a Person who is categorized as a wilful defaulter by any Bank or financial institution or consortium thereof, in accordance with the guidelines on wilful defaulters issued by the Reserve Bank of India and may include an issuer whose director or promoter is categorized as such.
Write-Off	Nil

BACKGROUND

This Key Information Document (as defined below) is related to the issue of up to 2,500 (two 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 25,00,00,000 (Indian Rupees Twenty Five Crores) (“**Debentures**”) at par, in dematerialised form on a private placement basis to certain identified investors by (the “**Issuer**” or “**Company**”) and contains relevant information and disclosures required for the purpose of issuing of the Debentures and must be read along with the General Information Document issued by the Issuer. The issue of the Debentures comprised in the Issue and described under this Key Information Document has been authorised by the resolutions passed by the shareholders of the Issuer on September 16, 2026 under Section 42 of the Companies Act respectively, the resolution of the board of the Issuer on March 21, 2026 and September 15, 2026 and the 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 JUNE 9, 2026.

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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.

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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.

Issuer undertakes below:

1. Debt securities shall be considered as secured only if the charged asset is registered with Sub-registrar and Registrar of Companies or CERSAI or Depository etc., as applicable, or is independently verifiable by the Debenture Trustee
2. Information on consents/ permissions required for creation of further charge on assets is adequately disclosed in this Key Information Document and All disclosures made in the KID with respect to creation of security are in conformity with the clauses of debenture trustee agreement.

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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.

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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 BSE 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 BSE 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
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) Group Head-SME (IndoStar Capital Finance Ltd.) Business Head - Loan Against Property (Bajaj Finserv) Zonal Sales Head (Indiabulls Housing Finance Limited)
8.	Directorships held by the promoter	Monedo Corporate Services Private Limited Monedo Technologies Private Limited
9.	Other ventures of the promoter	Monedo Corporate Services Private Limited 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.
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 August 4, 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	September 22, 2026
Issue Closing Date / Issue Closure Date	September 22, 2026
Pay In Date	September 23, 2026
Deemed Date of Allotment	September 23, 2026

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

(a) Merchant Banker -

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

(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 – 49220502
Contact Person Details	Mr. Umesh Salvi (Managing Director).

(c) Rating Agency for the Issue -

Name	India Ratings and Research Private Limited
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Logo	 A Fitch Group Company
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	501, 93 Palladian 5th Floor, Mahakali Caves Road, Andheri (East) Mumbai-400093
E-mail address	manish.b@mrassociates.com
Telephone Number	+91 9987030175
Contact Person Details	Mr. Manish Bohra

(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;

Purpose of onward lending.

(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

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3.	Brokerage, selling commission and upload fees	NA	NA	NA
4.	Fees payable to the registrars to the issue	1,50,000		
5.	Fees payable to the legal advisors	NA	NA	NA
6.	Fees payable to the Debenture Trustee	1,00,000		
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 (DD Fees)	40,000		
11.	Expenses incurred on printing and distribution of issue stationary	NA	NA	NA
12.	Any other fees, commission and payments under whatever nomenclature	2,50,000		
	Total			

* 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 **Details of issue-wise green shoe option exercised vis-a-vis the base issue size and green shoe portion as specified in issues undertaken in FY 2025-26:**
Not Applicable

4.13 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 for information relating to the last 3 (three) financial years up to financial year ending March 31, 2026.

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 for information relating to the last 3 (three) financial years up to financial year ending March 31, 2026.

For the limited review / unaudited financial information standalone as on June 30, 2026, please see below:

STATEMENT OF FINANCIAL RESULTS FOR THE QUARTER ENDED JUNE 30, 2026

(Rs. In Lakhs except share data)

Particulars	Quarter Ended			(Year Ended)
	June 30, 2026	March 31, 2026	June 30, 2025	March 31, 2026
	(Unaudited)	(Audited)	(Unaudited)	(Audited)
1. Revenue from operations				
(i) Interest income	4,337.80	3,610.89	2,050.33	11,039.06
(ii) Fees and commission income	-	-	-	-
(iii) Net gain on fair value changes	4.92	14.80	19.56	88.10

(iv) Net gain on derecognition of financial instruments under amortised cost category	-	-	-	-
2. Other income	9.57	17.09	5.48	47.14
3. Total Income (1+2)	4,352.30	3,642.78	2,075.36	11,174.29
4. Expenses				
(i) Finance costs	1,937.98	1,650.10	824.78	4,989.71
(ii) Impairment on financial instruments	119.75	40.31	33.70	220.31
(iii) Employee benefits expenses	282.63	292.99	300.51	1,181.30
(iv) Depreciation, amortisation and impairment	13.85	13.80	13.24	55.10
(v) Other expenses	1,209.29	1,473.63	254.47	2,658.20
Total expenses (4)	3,563.50	3,470.84	1,426.70	9,104.63
5. Profit before exceptional items and tax (3-4)	788.80	171.94	648.66	2,069.66
6. Exceptional Items [Charge/(Credit)]	-	-	-	-
7. Profit before tax (5-6)	788.80	171.94	648.66	2,069.66
8. Tax expense				
(i) Current tax	228.70	64.49	3.21	240.61
(ii) Deferred tax	-73.50	28.85	182.54	370.78
Total tax expense	155.20	93.34	185.75	611.39
9. Profit for the period/year (7-8)	633.60	78.60	462.91	1,458.28
10. Other Comprehensive Income				
(i) Items that will not be reclassified subsequently to statement of profit or loss				
(a) Remeasurement of defined employee benefit plans	4.08	4.09	4.08	16.34
(b) Income tax relating to items that will not be reclassified to profit or loss	-1.03	5.26	-1.03	2.18
(ii) Items that will be reclassified subsequently to statement of profit or loss				
(a) Effective portion of gain/(loss) on hedging instruments in cash flow hedge	216.50	-641.84	-	-953.84
(b) Income tax relating to effective portion of gain/(loss) on hedging instrument in a cashflow hedge	-92.66	211.48	-	240.06
Total Other Comprehensive Income (i+ii)	126.90	-421.01	3.06	-695.26

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11. Total Comprehensive Income for the period/year (9+10) (Comprising Profit and Other Comprehensive Income for the period/year)	760.50	-342.41	465.96	763.03
12. Earnings per equity share (Face value: Rs. 10 per share):				
(i) Basic (Rs.)*	0.96	2.20	1.07	2.20
(ii) Diluted (Rs.)*	0.76	1.75	0.76	1.75

- (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 for information relating to the last 3 (three) financial years up to financial year ending March 31, 2026.

For the limited review / unaudited financial information standalone as on June 30, 2026, please see below:

STATEMENT OF FINANCIAL RESULTS FOR THE QUARTER ENDED JUNE 30, 2026

(Rs. In Lakhs except share data)

Particulars	Quarter Ended			(Year Ended)
	June 30, 2026	March 31, 2026	June 30, 2025	March 31, 2026
	(Unaudited)	(Audited)	(Unaudited)	(Audited)
1. Revenue from operations				
(i) Interest income	4,337.80	3,610.89	2,050.33	11,039.06
(ii) Fees and commission income	-	-	-	-
(iii) Net gain on fair value changes	4.92	14.80	19.56	88.10
(iv) Net gain on derecognition of financial instruments under amortised cost category	-	-	-	-

2. Other income	9.57	17.09	5.48	47.14
3. Total Income (1+2)	4,352.30	3,642.78	2,075.36	11,174.29
4. Expenses				
(i) Finance costs	1,937.98	1,650.10	824.78	4,989.71
(ii) Impairment on financial instruments	119.75	40.31	33.70	220.31
(iii) Employee benefits expenses	282.63	292.99	300.51	1,181.30
(iv) Depreciation, amortisation and impairment	13.85	13.80	13.24	55.10
(v) Other expenses	1,209.29	1,473.63	254.47	2,658.20
Total expenses (4)	3,563.50	3,470.84	1,426.70	9,104.63
5. Profit before exceptional items and tax (3-4)	788.80	171.94	648.66	2,069.66
6. Exceptional Items [Charge/(Credit)]	-	-	-	-
7. Profit before tax (5-6)	788.80	171.94	648.66	2,069.66
8. Tax expense				
(i) Current tax	228.70	64.49	3.21	240.61
(ii) Deferred tax	-73.50	28.85	182.54	370.78
Total tax expense	155.20	93.34	185.75	611.39
9. Profit for the period/year (7-8)	633.60	78.60	462.91	1,458.28
10. Other Comprehensive Income				
(i) Items that will not be reclassified subsequently to statement of profit or loss				
(a) Remeasurement of defined employee benefit plans	4.08	4.09	4.08	16.34
(b) Income tax relating to items that will not be reclassified to profit or loss	-1.03	5.26	-1.03	2.18
(ii) Items that will be reclassified subsequently to statement of profit or loss				
(a) Effective portion of gain/(loss) on hedging instruments in cash flow hedge	216.50	-641.84	-	-953.84
(b) Income tax relating to effective portion of gain/(loss) on hedging instrument in a cashflow hedge	-92.66	211.48	-	240.06
Total Other Comprehensive Income (i+ii)	126.90	-421.01	3.06	-695.26

11. Total Comprehensive Income for the period/year (9+10) (Comprising Profit and Other Comprehensive Income for the period/year)	760.50	-342.41	465.96	763.03
12. Earnings per equity share (Face value: Rs. 10 per share):				
(i) Basic (Rs.)*	0.96	2.20	1.07	2.20
(ii) Diluted (Rs.)*	0.76	1.75	0.76	1.75

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

NIL

- (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 for information relating to the last 3 (three) financial years up to financial year ending March 31, 2026.

For the details as on June 30, 2026, please see below:

Nil

4.14 **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. June 30, 2026):**

Please refer to Section 5.11(a) of the General Information Document for information relating to the last 3 (three) financial years up to financial year ending March 31, 2026.

For the details as on June 30, 2026, please see below:

Share Capital	Amount (INR)
Authorised Share Capital	1,00,80,00,000
Issued , Subscribed & Paid-up Share Capital	83,47,70,000

For the details as on July 31, 2026, please see below:

Share Capital	Amount (INR)
Authorised Share Capital	1,45,80,00,000
Issued , Subscribed & Paid-up Share Capital	1,13,47,70,000

- (b) **Changes in its capital structure as at latest quarter end i.e. June 30, 2026 , for the preceding three financial years and current financial year:-**

Please refer to Section 5.11(b) of the General Information Document for information relating to the last 3 (three) financial years up to financial year ending March 31, 2026.

For the details as on June 30, 2026, please see below:

No change

(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(b) of the General Information Document for information relating to the last 3 (three) financial years up to financial year ending March 31, 2026.

For the details as on June 30, 2026, please see below:

No change

(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 for information up to March 31, 2026.

For the details as on June 30, 2026, please see below:

No change

(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 for information relating to the last 3 (three) financial years up to financial year ending March 31, 2026.

4.15 Details of the Equity Shareholding of the Company as at on July 31st 2026:

Category	Category of Shareholder	No of Shareholders	No of fully paid up equity shares held	No of Shares Underlying Depository Receipts	Total No of Shares Held (VII) = (IV)+(V)+(VI)	Share holding as a % of total no of shares (As a % of (A+B+C2))	Number of Voting Rights held in each class of securities	No of Shares Underlying Outstanding and convertible securities (including Warrants)	Share holding as a % assuming full conversion of convertible Securities (as a percentage of dilute)	Number of Locked in Shares	Number of Shares pledged or otherwise encumbered	Non-Disposal Undertaking	Other encumbrances if any	Total Number of Shares encumbered	Number of equity shares held in dematerialized form
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Name	Designation	DIN	Age	Address	Date of Appointment	Details of other Directorships
Ashish Kohli	Chairman, MD & CEO	08173836	49	Flat No 2003, 20th Floor, Omkar 1973 Pandurang Budhkar Marg, Worli, Worli Colony Mumbai 400030 MH IN	05-07-2018	MONEDO CORPORATE SERVICES PRIVATE LIMITED MONEDO TECHNOLOGIES PRIVATE LIMITED
Vikram Kaushal	Non- Executive Director	07744703	55	F. No. 32, 3rd Floor, D Wing, Century Park, Kashinath Dhuru Marg, Prabhadevi, Mumbai, Maharashtra, India, 400025	04-02-2021	MONEDO CORPORATE SERVICES PRIVATE LIMITED VARDAN CEQUBE ADVISORS PRIVATE LIMITED VARDAN INVESTMENT ADVISORS PRIVATE LIMITED MIDAS ALTERNATIVE INVESTMENT MANAGER PRIVATE LIMITED RCINDO FINTECH PRIVATE LIMITED LLP: VENUS-VARDAN PARTNERS LLP
Shrutri Mehrotra	Non- Executive Director	07615640	44	6-A, Harmony, 6th Floor, Dr. E Moses Road,	04-02-2021	MONEDO CORPORATE SERVICES

				Worli, Mumbai, Maharashtra, India, 400018		PRIVATE LIMITED ITRAVELEO PRIVATE LIMITED
Shashi Bhushan Tripathi	Non- Executive Director	09543490	49	21678, CASINO RIDGE RD,YORBA LINDA, CA, USA	02-06-2022	MONEDO CORPORATE SERVICES PRIVATE LIMITED
Nirma Anil Bhandari	Independent Director	02212973	53	33, Vaikunth Society, Lallubhai Park Road, Andheri West, Mumbai - 400058	30-09-2023	A N B CONSULTING COMPANY PRIVATE LIMITED ARCON TECHSOLUTIONS PRIVATE LIMITED ANB SOLUTIONS PRIVATE LIMITED IIFL FINANCE LIMITED NAVNEET EDUCATION LIMITED
Vipin Poddar	Director	10335670	46	B-805, Kunal Aspiree, S.no. 49 & 50, Balewadi, Pune. 411045	06-10-2023	MONEDO TECHNOLOGIES PRIVATE LIMITED
Veni Thapar	Independent Director	01811724	55	C-2/37, Safdarjung Development Area, Hauz Khas, South Delhi, 110016	24-01-2025	S.J.S. ENTERPRISES LIMITED RVR CORPORATE CONSULTANCY PRIVATE LIMITED BANDHAN BANK LIMITED MAZAGON

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						DOCK SHIPBUILDERS LIMITED
Sumita Almeida	Director	10864754	47	Flat No 1201 Galassia, New Link Road, Near Dahisar McDonalds, Dahisar West, Mumbai 400068	12-02-2025	NA

(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 for information up to March 31, 2026.

For the details as on June 30, 2026, please see below:

NIL

(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 Company	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 for information up to March 31, 2026.

For the details as on June 30, 2026, please see below:

Nil

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 for information up to March 31, 2026.

For the details as on June 30, 2026, please see below:

NIL

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

Please refer to Section 5.12(c)(iii)(B) of the General Information Document Document for information up to March 31, 2026.

For the details as on June 30, 2026, please see below:

NIL

(c) where the interest of such a director consists in being a member of a firm or company, the nature and extent of his interest in the firm or company, with a statement of all sums paid or agreed to be

paid to him or to the firm or company in cash or shares or otherwise by any person either to induce him to become, or to help him qualify as a director, or otherwise for services rendered by him or by the firm or company, in connection with the promotion or formation of the issuer company shall be disclosed

Please refer to Section 5.12(c)(iii)(C) of the General Information Document Document for information up to March 31, 2026.

For the details as on June 30, 2026, please see below:

NIL

- (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 Document for information up to March 31, 2026.

For the details as on June 30, 2026, please see below:

NIL

- 4.18 **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 Document for information up to March 31, 2026.

For the details as on June 30, 2026, please see below:

NIL

- 4.19 **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.

- 4.20 **Details of the following liabilities of the Issuer as at the end of the preceding quarter, i.e., June 30, 2026 or if available, a later date:**

- (a) **Details of outstanding secured loan facilities as on June 30, 2026:**

Please refer to Section 5.15(a) of the General Information Document Document for information up to March 31, 2026.

For the details as on June 30, 2026, please see below:

Name of Lender	Type of Facility	Tenure	Repayment Schedule	Margin	Disbursed Amount	Outstanding Amount
Mapletree Property Private Limited	ICD	12 months (to be paid with mutual consent with 1 month notice)	Interest Monthly, Principal Bullet	150.00%	2,000	2,000
ALT Income Investments	Convertible Note	36 months	Interest Quarterly, Principal Bullet	LTV 70% of principal amount	747	455
ALT Income Investments	Convertible Note	36 months	Interest Quarterly, Principal Bullet	LTV 70% of principal amount	936	898
ALT Income Investments	Convertible Note	36 months	Interest Quarterly, Principal Bullet	LTV 70% of principal amount	51	51
ALT Income Investments	Convertible Note	36 months	Interest Quarterly, Principal Bullet	LTV 70% of principal amount	160	160
ALT Income Investments	Convertible Note	36 months	Interest Quarterly, Principal Bullet	LTV 70% of principal amount	947	924
ALT Income Investments	Convertible Note	36 months	Interest Quarterly, Principal Bullet	LTV 70% of principal amount	1,430	1,018
ALT Income Investments	Convertible Note	36 months	Interest Quarterly, Principal Bullet	LTV 70% of principal amount	481	481
ALT Income Investments	Convertible Note	36 months	Interest Quarterly, Principal Bullet	LTV 70% of principal amount	997	954
NuCash Financial Services Private Limited	ICD	12 months (to be paid with mutual consent with 1 month notice)	Bullet	0.00%	80	80

ALMA Sunbird 2X LLC	Convertible Note	72 months	Interest Monthly, Principal Bullet	125.00%	2,365	2,365
ALMA Sunbird 2X LLC	Convertible Note	72 months	Interest Monthly, Principal Bullet	125.00%	2,365	2,365
ALMA Aquila I LLC	Convertible Note	21 months	Interest Monthly, Principal Bullet	125.00%	4,730	4,730
KS Amine Chemicals India Pvt Ltd	ICD	12 months (to be paid with mutual consent with 1 month notice)	Interest Monthly, Principal Bullet	0.00%	500	500
KS Amine Chemicals India Pvt Ltd	ICD	12 months (to be paid with mutual consent with 1 month notice)	Interest Monthly, Principal Bullet	0.00%	500	500
Kaleidofin Capital Private Limited	Term Loan	12 months	Monthly	110.00%	500	42
Kaleidofin Capital Private Limited	Term Loan	12 months	Monthly	110.00%	250	42
Monedo Corporate Services Private Limited	ICD	12 months (to be paid with mutual consent with 1 month notice)	Bullet	0.00%	2,100	2,100
SERA Finance	Term Loan	12 months	Monthly	125.00%	200	53
Del Capital Pvt Ltd	Term Loan	6 months	Monthly	110.00%	100	51
Del Capital Pvt Ltd	Term Loan	6 months	Monthly	110.00%	100	84
ALT Income Investments	Convertible Note	36 months & 25 days	Interest Quarterly, Principal Bullet	LTV 70% of principal amount	949	945
RAR Fincare Limited	Term Loan	9 months	Monthly	120.00%	200	46
Universal Fingrowth Private Limited	Term Loan	6 months	Monthly	110.00%	200	168
ALT Income Investments	Convertible Note	38 months & 6 days	Interest Quarterly, Principal Bullet	142.85%	1,029	1,029

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Kiyansh Finance Private Limited	Term Loan	6 months	Monthly	120.00%	125	63
UC Inclusive Credit	Term Loan	15 months	Monthly	110.00%	200	133
UC Inclusive Credit	Term Loan	15 months	Monthly	110.00%	100	87
KS Amine Chemicals India Pvt Ltd	ICD	12 months (to be paid with mutual consent with 1 month notice)	Interest Monthly, Principal Bullet	0.00%	700	700
ALT Income Investments	Convertible Note	36 months & 20 days	Interest Quarterly, Principal Bullet	142.85%	949	949
STCI Finance	Term Loan	36 months	Monthly	110.00%	2,000	1,778
Mapletree Property Private Limited	ICD	12 months (to be paid with mutual consent with 1 month notice)	Interest Monthly, Principal Bullet	150.00%	2,000	2,000
ALT Income Investments	Convertible Note	38 months & 6 days	Interest Quarterly, Principal Bullet	142.85%	1,161	1,161
ALT Income Investments	Convertible Note	36 months	Interest Quarterly, Principal Bullet	142.85%	1,186	1,186
MAS Financial Services	Term Loan	6 months	Monthly	110.00%	350	117
Baid Finserv Limited	Term Loan	9 months	Monthly	120.00%	200	158
Aquilon Capital Emerging Sectors Fund I	NCD	12 months & 1 day	First 9 months only Interest, Last 3 months Principal+Interest	125.00%	1,000	1,000
Aquilon Capital Emerging Sectors Fund I	NCD	12 months & 1 day	First 9 months only Interest, Last 3 months Principal+Interest	125.00%	1,500	1,500
Shriram Finance Limited	Term Loan	9 months	Monthly	120.00%	500	395
Indian Overseas Bank	Bank	12 months	Monthly	125.00%	700	583
Kissandhan Agri Financial Services	Term Loan	6 months	Monthly	110.00%	500	419

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MAS Financial Services	Term Loan	6 months	Monthly	110.00%	400	267
Alwar General Finance Company Limited	Term Loan	3 months	Monthly	115.00%	100	34
Moneyplus Financial Services Limited	Term Loan	9 months	Monthly	125.00%	150	150
FinStar Finance	Term Loan	6 months	Monthly	120.00%	200	200
Moneygear Fintech Private Limited	Term Loan	9 months	Monthly	120.00%	300	268
Baid Finserv Limited	Term Loan	9 months	Monthly	120.00%	100	100
RAR Fincare Limited	Term Loan	12 months	Monthly	120.00%	100	100
Preksha Finance Private Limited	Term Loan	9 months	Monthly	120.00%	200	200
Kiyansh Finance Private Limited	Term Loan	6 months	Monthly	120.00%	240	240
Capup Financial Services Private Limited	Term Loan	6 months	Monthly	120.00%	250	250
Zephyr INR Bonds	Listed NCD	13 months	Monthly	125.00%	5,500	5,500
Sundaram Finance	Term Loan	12 months	Monthly	118.00%	500	500

(b) **Details of outstanding unsecured loan facilities as on June 30, 2026:**

Please refer to Section 5.15(b) of the General Information Document Document for information up to March 31, 2026.

For the details as on June 30, 2026, please see below:

Name of Lender	Type of Facility	Tenure	Repayment Schedule	Margin	Disbursed Amount	Outstanding Amount
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(This Key Information Document is neither a prospectus nor a statement in lieu of a prospectus)

NuCash Financial Services Private Limited	ICD	12 months (to be paid with mutual consent with 1 month notice)	Bullet	0.00%	80	80
KS Amine Chemicals India Pvt Ltd	ICD	12 months (to be paid with mutual consent with 1 month notice)	Interest Monthly, Principal Bullet	0.00%	500	500
KS Amine Chemicals India Pvt Ltd	ICD	12 months (to be paid with mutual consent with 1 month notice)	Interest Monthly, Principal Bullet	0.00%	500	500
Monedo Corporate Services Private Limited	ICD	12 months (to be paid with mutual consent with 1 month notice)	Bullet	0.00%	2,100	2,100
KS Amine Chemicals India Pvt Ltd	ICD	12 months (to be paid with mutual consent with 1 month notice)	Interest Monthly, Principal Bullet	0.00%	700	700

(c) **Details of Outstanding Non-convertible Securities as on June 30, 2026:**

Please refer to Section 5.15(c) of the General Information Document Document for information up to March 31, 2026.

For the details as on June 30, 2026, please see below:

Series of Non-Convertible Securities	ISIN	Tenor / Period of Maturity	Coupon	Amount outstanding (INR in Crore)	Date of Allotment	Redemption Date / Schedule	Credit Rating	Secured / Unsecured	Security
NCD	INE015X07026	12months & 1 day	16.50%	10,00,00,000	27-03-2026	28-03-2027	NA	Secured	Book debts 125%
NCD		12months & 1 day	16.50%	15,00,00,000	30-05-2026	30-5-2026	NA	Secured	Book debts 125%
NCD	INE015X07034	13 MONTHS	13.70	55,00,00,000	19-06-2026	19-07-2027	NA	Secured	Book debts 125%

(d) **Details of commercial paper issuances as on June 30, 2026:**

Please refer to Section 5.15(d) of the General Information Document Document for information up to March 31, 2026.

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

For the details as on June 30, 2026, please see below:

Sr. No.	Name of holder	Category of holder	Face value of holding	Holding as a % of total commercial paper outstanding of the Issuer
1	NA	NA	NA	NA

(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 for information up to March 31, 2026.

For the details as on June 30, 2026, please see below:

Series of Non-Convertible Securities	ISIN	Tenor / Period of Maturity	Coupon	Amount outstanding (INR in Crore)	Date of Allotment	Redemption Date / Schedule	Credit Rating	Secured / Unsecured	Security
NCD	INE015X07026	12months & 1 day	16.50%	10,00,00,000	27-03-2026	28-03-2027	NA	Secured	Book debts 125%
NCD		12months & 1 day	16.50%	15,00,00,000	30-05-2026	30-5-2026	NA	Secured	Book debts 125%
NCD	INE015X07034	13 MONTHS	13.70	55,00,00,000	19-06-2026	19-07-2027	NA	Secured	Book debts 125%

(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 for information up to March 31, 2026.

For the details as on June 30, 2026, please see below:

NIL

(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 June 30, 2026:**

Please refer to Section 5.15(g) of the General Information Document for information up to March 31, 2026.

For the details as on June 30, 2026, please see below:

NIL

- (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 for information up to March 31, 2026.

For the details as on June 30, 2026, please see below:

NIL

- 4.21 **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 for information up to June 30, 2026.

- 4.22 **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. for information up to March 31, 2026.

For the details as on June 30, 2026, please see below:

NIL

- 4.23 **Any material event/ development or change having implications on the financials/credit quality (e.g. any material regulatory proceedings against the Issuer/promoters, 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. for information up to March 31, 2026.

For the details as on June 30, 2026, please see below:

NIL

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

Please refer to Section 5.20 of the General Information Document.

- 4.25 **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 for information up to March 31, 2026.

For the details as on June 30, 2026, please see below:

NIL

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

Please refer to Section 5.22 of the General Information Document for information up to March 31, 2026.

For the details as on June 30, 2026, please see below:

NIL

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

Please refer to Section 5.23 of the General Information Document for information up to March 31, 2026.

For the details as on June 30, 2026, please see below:

NIL

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

Please refer to Section 5.24 of the General Information Document for information up to March 31, 2026.

For the details as on June 30, 2026, please see below:

NIL

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

Please refer to Section 5.25 of the General Information Document for information up to March 31, 2026.

For the details as on June 30, 2026, please see below:

NIL

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

Please refer to Section 5.26 of the General Information Document for information up to March 31, 2026.

For the details as on June 30, 2026, please see below:

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

None

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

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

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

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

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

Please refer to the Section 5.17 of the General Information Document for information up to March 31, 2026.

For the details as on June 30, 2026, refer annexure-VIII

(b) **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 for information up to March 31, 2026.

For the details as on June 30, 2026, please see below:

Sl. No.	Types of loans	Rs. Crore
1	Secured	0.0
2	Unsecured (Owned Book)	528.16
	Total assets under management (AUM) ^{^^}	528.16

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

No changes beyond threshold specified by RBI.

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

No change.

4.34 **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 September 15, 2026
Auditors	Not applicable for private placement issuance.
Bankers to issue	AU Small Finance Bank
Merchant Banker	Not Applicable
Trustees	The consent letter from the Debenture Trustee is provided vide letter dated September 11,, 2026
Legal Advisors	NA
Lead Manager	NA
Registrar	The consent letter from the Registrar is provided vide letter dated September 11,, 2026
Lenders	NA – exclusive charge
Experts	NA

4.35 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 Holders for such fees as provided in the consent letter. The consent letter from Debenture Trustee dated **September 11**, 2026 bearing reference no CL/DEB/26-27/962 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 Registrar of Companies, 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, or direct the Company to (after consultation with the Debenture Trustee) appoint intermediaries, valuers, chartered accountant firms, practicing company secretaries, consultants, lawyers and other entities in order to assist in the diligence by the Debenture Trustee.
- (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.

- 4.36 **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.

4.37 **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 immovable property including indirect acquisition of immovable property for which advances have been paid to third parties, disclosures regarding**

- (a) **the names, addresses, descriptions and occupations of the vendors;**
- (b) **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;**
- (c) **the nature of the title or interest in such property proposed to be acquired by the company; and**
- (d) **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**

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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 immovable 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**

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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. for information up to March 31, 2026.

For the details as on June 30, 2026, please see below:

No such incidents acts are there to be reported.

- 4.38 **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 for information up to March 31, 2026.

For the details as on June 30, 2026, please see below:

No change

- 4.39 **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 for information up to March 31, 2026.

For the details as on June 30, 2026, please see below:

Not Applicable

- 4.40 **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 for information up to March 31, 2026.

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For the details as on June 30, 2026, please see below:

NA

- 4.41 **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 for information up to March 31, 2026.

For the details as on June 30, 2026, please see below:

NIL

Confidential

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	September 22, 2026
Issue Closing Date / Issue Closure Date	September 22, 2026
Pay In Date	September 23, 2026
Deemed Date of Allotment	September 23, 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.

Company	Monedo Financial Services Private Limited
Face Value (per security)	1,00,000 (Indian Rupees One Lakh Only)
Issue Price (per security)	1,00,000 (Indian Rupees One Lakh Only)
Deemed Date of Allotment	September 23, 2026
Redemption	March 23, 2029
Tenor	15(fifteen) months from the Deemed Date of Allotment. The Tenor cannot be extended beyond the above-mentioned period without the consent of the Debenture Holders.
Interest Rate	12% (twelve 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

S. No	Date	Principal	Coupon	Amount
0	23-09-26	(1,00,000.00)		(1,00,000.00)
1	23-10-26		986.30	986.30
2	23-11-26		1,019.18	1,019.18

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3	23-12-26		986.30	986.30
4	23-01-27		1,019.18	1,019.18
5	23-02-27		1,019.18	1,019.18
6	23-03-27		920.55	920.55
7	23-04-27		1,019.18	1,019.18
8	23-05-27		986.30	986.30
9	23-06-27		1,019.18	1,019.18
10	23-07-27		986.30	986.30
11	23-08-27		1,019.18	1,019.18
12	23-09-27		1,019.18	1,019.18
13	23-10-27		986.30	986.30
14	23-11-27		1,019.18	1,019.18
15	23-12-27		986.30	986.30
16	23-01-28		1,016.39	1,016.39
17	23-02-28		1,016.39	1,016.39
18	23-03-28	30,000.00	950.82	30,950.82
19	23-04-28		711.48	711.48
20	23-05-28		688.52	688.52
21	23-06-28		711.48	711.48
22	23-07-28		688.52	688.52
23	23-08-28		711.48	711.48
24	23-09-28	30,000.00	711.48	30,711.48
25	23-10-28		393.44	393.44
26	23-11-28		406.56	406.56
27	23-12-28		393.44	393.44
28	23-01-29		407.67	407.67
29	23-02-29		407.67	407.67
30	23-03-29	40,000.00	368.22	40,368.22

SECTION 6: ISSUE DETAILS

Security Name (Name of the non-convertible securities which includes (Coupon/ dividend, Issuer Name and maturity year) e.g. 8.70% XXX 2015.	12.00% Monedo Financial Services Private Limited Mar 2029
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)	<p>Senior</p> <p>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.</p> <p>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.</p>
Mode of Issue	Private placement (EBP)
Eligible Investors	<p>The following class of Investors are eligible to participate in the offer (being “Eligible Investors”):</p> <p>(A) Qualified Institutional Buyers (QIBs) as defined under Regulation 2 (ss) of SEBI (Issue of Capital and Disclosure Requirements) Regulations, 2018 dated September 11, 2018, “Qualified Institutional Buyers” means</p> <ul style="list-style-type: none"> (a) A mutual fund, venture capital fund, Alternative Investment Fund and Foreign Venture Capital Investor registered with SEBI. (b) Foreign portfolio investor other than individuals, corporate bodies and family offices; (c) a Public Financial Institution; (d) a Scheduled Commercial Bank; (e) a multilateral and bi-lateral development financial institution; (f) a State Industrial Development Corporation; (g) An insurance Bank registered with Insurance Regulatory and Development (h) Authority of India; (i) A Provident Fund with minimum corpus of Rs.25 Crore Rupees (j) A Pension Fund with minimum corpus of Rs.25 Crores

	<p>(k) National Investment Fund set up by resolution No: F.No.2/3/2005-DDII dated November 23, 2005 of the Government of India published in the Gazette of India;</p> <p>(l) An insurance fund set up and managed by Army, Navy / Air force of the Union of India; xii. Insurance funds set up and managed by the Department of Posts, India; and</p> <p>(m) Systemically, important Non- Banking Financial Companies</p> <p>(B) Any Non-QIB person/ entity that is eligible to invest in NCDs / debentures as per the concerned guidelines and regulations and permitted under Applicable Laws</p> <p>The advisor(s)/ arranger(s)/ placement agent(s), broker(s) associated with the Issue and/or their affiliates/ subsidiaries/ associates/ group companies and/or their promoters/ directors/ key managerial personnel/ officers/ employees may subscribe to the Issue as the applicable laws including but not limited to (i) SEBI (Merchant Bankers) Regulations, 1992 and Code of Conduct specified therein; (ii) Securities and Exchange Board of India (Stock Brokers) Regulations, 1992 and Code of Conduct specified therein, as applicable, do not restrict them from subscribing to the Issue</p>
<p>Listing (including name of stock Exchange(s) where it will be listed and timeline for listing)</p>	<ol style="list-style-type: none"> 1. 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 the Debentures are proposed to be listed on the BSE within 3 (three) Business Days of Issue closing date. Provided always that the application for listing is required to be completed within 3 (three) Business Days of the Issue closing date ("Listing Period") in accordance with the SEBI Listing Timelines Requirements. 2. The Company shall ensure that the Debentures continue to be listed (in accordance with the SEBI NCS Regulations and other Applicable Laws) on the wholesale debt market segment of the BSE. 3. In the event there is any delay in listing of the Debentures beyond the Listing Period, the Company will pay to the Debenture Holders, penal interest of 1% (one percent) per annum over the Interest Rate, from the date of allotment of the Debentures until the listing of the Debentures is completed. 4. In the event, the Debentures are not listed on the BSE 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). 5. The Company shall comply with all covenants, undertakings and requirements set out in this Key Information Document.

Rating of the Instrument (Rating)	"IndRa BBB-/Stable (India Ratings Triple B minus with a Stable Outlook)"
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 and a validly existing company under the Companies Act, 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 2500 (two 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) each and an aggregate nominal value of INR 25,00,00,000 (Indian Rupees Twenty Five Crore) (" Debentures ") 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	<p>The funds raised by the Issue shall be utilized by the Company for the purposes of onward lending business operations of the Company in the ordinary course of its business, including for expansion and growth of the Company's loan portfolio, as permitted under Applicable Law and the guidelines issued by the RBI from time to time, and to augment the long-term business growth of the Company ("Purpose").</p> <p>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:</p> <ul style="list-style-type: none"> (a) any equity and equity linked instruments; (b) any speculative business or activity; (c) investment in the real estate sector/real estate business; (d) 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); (e) any payments, transfers or advances to its parent company or any of its subsidiaries or affiliates (whether directly or indirectly); and/or

	(f) repayment, prepayment, redemption or servicing of any existing Financial Indebtedness of the Company (whether directly or indirectly).
Details of the utilization of the proceeds	<p>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:</p> <ul style="list-style-type: none"> (a) any equity and equity linked instruments; (b) any speculative business or activity; (c) investment in the real estate sector/real estate business; (d) 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); (e) any payments, transfers or advances to its parent company or any of its subsidiaries or affiliates (whether directly or indirectly); and/or (f) repayment, prepayment, redemption or servicing of any existing Financial Indebtedness of the Company (whether directly or indirectly).
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	12% (twelve) per annum (fixed), payable monthly on the Interest Payment Dates.
Step Up/Step down Interest Rate	NA
Coupon Payment Frequency/Interest Payment Frequency	Monthly, starting from October 2026
Coupon Payment Date(s)/Interest Payment Dates	The Interest Payment Dates are specifically set out in Section 5 (<i>Disclosure of the Cash Flows</i>) 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	<p>(i) Interest at the Interest Rate, subject to deduction of tax at source in accordance with Applicable Law, will be paid by the Company on the Application Money to the Applicants from the date of receipt of such Application Money up to 1 (one) day prior to the Deemed Date of Allotment for all valid applications, within 5 (five) Business Days from the Deemed Date of Allotment. Where pay-in date of the Application Money and the Deemed Date of Allotment are the same, no interest on Application Money will be payable;</p> <p>(ii) 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; and</p> <p>(iii) where an Applicant is allotted a lesser number of Debentures than applied for, the excess amount paid on application will be refunded to the Applicant in the bank account of the Applicant as described in the Application Form towards interest on the refunded money by electronic mode of transfer like RTGS/NEFT/direct credit. Details of allotment will be sent to each successful Applicant.</p>							
Default Interest	3% per annum over an above the Interest Rate on the default amount							
Tenor	15 (fifteen) 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	<p>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.</p> <table><tr><th>PRINCIPAL REPAYMENT</th><th>DATE</th></tr><tr><td>30%</td><td>At the end of 18th month from the Deemed Date of Allotment.</td></tr><tr><td>30%</td><td>At the end of 24th month from the Deemed Date of Allotment.</td></tr></table>		PRINCIPAL REPAYMENT	DATE	30%	At the end of 18 th month from the Deemed Date of Allotment.	30%	At the end of 24 th month from the Deemed Date of Allotment.
PRINCIPAL REPAYMENT	DATE							
30%	At the end of 18 th month from the Deemed Date of Allotment.							
30%	At the end of 24 th month from the Deemed Date of Allotment.							

	<table border="1"> <tr> <td>40%</td><td>At the end of 30th month from the Deemed Date of Allotment.</td></tr> </table>	40%	At the end of 30 th month from the Deemed Date of Allotment.
40%	At the end of 30 th month from the Deemed Date of Allotment.		
Redemption Amount	As specified in Section 5 (Disclosure of the Cash Flows) hereto.		
Redemption Premium/Discount	NA		
Redemption; Accelerated Redemption	<p>1. Redemption</p> <p>The Debentures shall be redeemed at par, on a <i>pari passu</i> basis, by the Company in accordance with Section 5 (<i>Disclosure of the Cash flows</i>) by making the payment of the Outstanding Principal Amounts on the relevant Redemption Dates.</p> <p>It is clarified that the tenor of the Debentures will not be extended beyond the Final Redemption Date without the prior consent of the Debenture Holder(s).</p> <p>2. Accelerated Redemption Option</p> <p>(a) If any Accelerated Redemption Event occurs, the Majority Debenture Holder(s) (acting through the Debenture Trustee) shall have the option (but not the obligation) to instruct the Debenture Trustee to require the Company to, subject to Applicable Law, redeem all or part of the Debentures held by the Debenture Holder(s) and repay all or part of the Secured Obligations to the Debenture Holder(s), in accordance with this sub-paragraph (<i>Accelerated Redemption Option</i>).</p> <p>It is clarified that the accelerated redemption option pursuant to this sub-paragraph (<i>Accelerated Redemption Option</i>) can be exercised only pursuant to the consent of the Majority Debenture Holder(s).</p> <p>(b) For the purposes of making any accelerated redemption option pursuant to this sub-paragraph (<i>Accelerated Redemption Option</i>):</p> <p>(i) the Debenture Trustee (acting on the instructions of the relevant Debenture Holder(s)) shall provide prior written notice of 7 working days to the Company confirming the intention of the Debenture Holder(s) to exercise the accelerated redemption option in accordance with this sub-paragraph (<i>Accelerated Redemption Option</i>) ("Accelerated Redemption Notification");</p> <p>(ii) the Debenture Trustee shall provide a notice in accordance with the requirements prescribed</p>		

	<p>under the SEBI NCS Regulations, requiring the Company to prepay the Debentures held by such Debenture and all other Secured Obligations thereof;</p> <p>(iii) the Company shall make payment of all the Secured Obligations to such accounts as may be prescribed by the Debenture Trustee or the relevant Debenture Holder within the time period set out in the Accelerated Redemption Notification; and</p> <p>(iv) the Company will comply with such other conditions as may be prescribed by the Debenture Trustee and/or the relevant Debenture Holder.</p> <p>(c) No prepayment penalty or prepayment premium will be applicable to any redemption in accordance with this sub-paragraph (<i>Accelerated Redemption</i>).</p> <p>3. Others</p> <p>The Company will not redeem all or any part of the Debentures except at the times and in the manner provided for in this Key Information Document or any other Transaction Document. It is clarified that no put option and/or call option is available for any early/voluntary redemption in accordance with this Key Information Document.</p>
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
Put Notification Time (Timelines by which the investor need 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	NA

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

investor need to intimate Issuer before exercising the call)	
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 (Indian Rupees One Lakh only) each and in multiples of one Debenture thereafter as per Applicable Law.
Issue Price per debenture	Rs. 1,00,000/- (Rupees One Lakh Only) per Debenture.
Issue Timing	
1. Issue Opening Date	September 22, 2026
2. Issue Closing Date	September 22, 2026
3. Date of earliest closing of the issue, if any.	September 22, 2026
4. Pay-in Date	September 23, 2026
5. Deemed Date of Allotment	September 23, 2026
Settlement Mode of the Instrument	RTGS/NEFT/direct credit to such bank account within India as the Debenture Holders 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	
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 (<i>Issue Procedure</i>) 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 5 (<i>Disclosure of Cash Flows</i>) 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, accelerated payment clause etc.)	There are no other covenants other than as prescribed in the Transaction Documents and as provided in this Section 6 (<i>Issue Details</i>). All covenants proposed to be included in debenture trust deed (including any side letter, accelerated payment clause etc.) are disclosed in this Key Information Document.
Description regarding Security (where applicable) including type of security (movable/immovable/tangible etc.), type of charge (pledge/ hypothecation/ mortgage	Transaction Security (a) The Debentures shall be secured on or prior to the Deemed Date of Allotment by way of (i) a first ranking exclusive and continuing charge to be created in favour of the Debenture Trustee pursuant to an unattested deed of hypothecation, dated on or about the

<p>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.</p>	<p>Effective Date, executed or to be executed and delivered by the Company in a form acceptable to the Debenture Trustee ("Deed of Hypothecation") over the Hypothecated Assets, as more particularly set out in the Deed of Hypothecation; and (ii) such other security interest as may be agreed in writing between the Company and the Debenture Holder(s) ((i) and (ii) are collectively referred to as the "Transaction Security").</p> <p>(b) The charge over the Hypothecated Assets shall, at all times until the Final Settlement Date, be at least 1.25 (one decimal two five) times the value of the aggregate of the Secured Obligations (the "Security Cover").</p> <p>(c) The value of the Hypothecated Assets for this purpose (for both initial and subsequent valuations) shall be the amount reflected as the value thereof in the books of accounts of the Company.</p> <p>(d) The Company shall create the charge over the Hypothecated Assets on or prior to the Deemed Date of Allotment and perfect such security by filing Form CHG-9 with the ROC and by ensuring and procuring that the Debenture Trustee files Form I with CERSAI in respect thereof within the time period prescribed in the Deed of Hypothecation.</p> <p>Personal Guarantee</p> <p>The Debentures shall be supported/guaranteed by way of unconditional and irrevocable personal guarantee to be provided by the Guarantor in favour of the Debenture Trustee (acting on behalf of and for the benefit of the Debenture Holder(s)), to be executed in a form and manner satisfactory to the Debenture Trustee.</p> <p>Enforcement</p> <p>(a) The Debenture Trustee shall be entitled to enforce the Secured Obligations of the Company under this Key Information Document and/or pursuant to any other Transaction Document (including the Deed of Hypothecation) as if the same were set out and contained in this Key Information Document. The Hypothecated Assets shall be and remain as security to the Debenture Trustee and shall be held in trust on behalf of and for the benefit of the Debenture Holder(s) for the due repayment of the Secured Obligations.</p> <p>(b) The Transaction Security or any part thereof may be enforced, and the Personal Guarantee may be invoked, without the Debenture Trustee being obligated or having to take recourse to any other security or contractual comfort or right or taking any other steps or proceedings against the Company or any other person, and may be enforced for any balance due after resorting to any one or more means of obtaining payment or discharge of the obligations owed</p>
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under the Transaction Documents.

Further Charge

No charge or encumbrance other than the security interest created pursuant to the Transaction Documents can be created in respect of the Hypothecated Assets.

Continuing Nature of Transaction Security and Personal Guarantee

The Transaction Security is a continuing security interest, and the Personal Guarantee is a continuing guarantee, and shall remain in full force and effect from the Deemed Date of Allotment until the Final Settlement Date.

First Recourse Enforcement

The Transaction Security or the Personal Guarantee or any part thereof may be enforced without the Debenture Trustee being obligated or having to take recourse to any other security or right or taking any other steps or proceedings against the Company, or any other person, and may be enforced for any balance due after resorting to any one or more means of obtaining payment or discharge of the obligations owed under the Transaction Documents.

Covenant for Release of Transaction Security

On the Final Settlement Date, the Debenture Trustee shall irrevocably and unconditionally, at the request and cost of the Company, release, the Transaction Security and the Personal Guarantee created in favour of the Debenture Trustee, free and discharged from the trusts and charge created in terms of the Transaction Documents.

Other Security

The Transaction Security or any part thereof shall not be merged in, or in any way excluded or prejudiced, or be affected by, any other security interest, right of recourse or other right (or the invalidity thereof) which the Debenture Trustee may hold.

Maintenance of Security Cover

(a) In the event the:

- (i) value of the Hypothecated Assets is diminished and the Company is unable to maintain the Security Cover; or
- (ii) Receivables comprising the Hypothecated Assets do not satisfy the Eligibility Criteria,

the Company shall, within 7 days [Business / calendar] 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

	<p>of Debenture Holders), ensure that the Receivables which do not satisfy the Eligibility Criteria are removed and replaced with 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 on the relevant Top-up Date. [PL NOTE: Please provide the timeline for top-up as the timeline stated in the term sheet is unclear.]</p> <p>(b) Any additional or new security provided under this sub-paragraph (Maintenance of Security Cover) will constitute and shall always be deemed to have constituted a part of the Hypothecated Assets.</p> <p>(c) 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.</p> <p>(d) The security interest over the Receivables that do not meet the Eligibility Criteria shall be released.</p>
<p>Eligibility Criteria</p>	<p>(a) each Client Loan (including the Receivables) underlying the Hypothecated Assets must be free from any prior security interest, charge, trust, pledge, lien, claim or encumbrance, and as to future Receivables the same shall likewise be the unencumbered, absolute and disposable property of the Company, with full power of disposition over the same until the Final Settlement Date (other than in respect of the security interest created pursuant to the Transaction Documents), and should not have been sold or assigned by the Company;</p> <p>(b) each Client Loan underlying the Hypothecated Assets 2 must be in compliance with all applicable "know your customer" requirements prescribed by the RBI under the master direction bearing reference number RBI/DOR/2025-26/361 dated November 28, 2025 issued by the RBI on "Reserve Bank of India (Non-Banking Financial Companies – Know Your Customer) Directions, 2025" and other Applicable Law prescribed or to be prescribed by the RBI;</p> <p>(c) none of the Client Loans (including Receivables) constituting the Hypothecated Assets should have days past due greater than 0 (zero) during the tenure of the Debentures. In other words, the Client Loans and Receivables hypothecated should be current with no overdues. In the event any Client Loans forming part of the Receivables and the Hypothecated Assets</p>

	<p>becomes overdue, the Company shall replace such Loans with current Receivables of the Company;</p> <p>(d) each Client Loan (including the Receivables) underlying the Hypothecated Assets must be existing at the time of selection, and must not have been/shall not be terminated or prepaid;</p> <p>(e) the Client Loans (including Receivables) constituting the Hypothecated Assets should remain current as on the date of creation of charge pursuant to the Deed of Hypothecation;</p> <p>(f) no Client Loan (including the Receivables) underlying the Hypothecated Assets should have been "restructured" or "rescheduled" (determined in accordance with the criteria prescribed by the RBI (including the NBFC Directions)) in the books of the Company;</p> <p>(g) no Client Loan (including the Receivables) underlying the Hypothecated Assets 2 has been provided to a Related Party including the Promoter Group, directors and affiliates of the Company;</p> <p>(h) each Client Loan underlying the Hypothecated Assets 2 must be fully disbursed;</p> <p>(i) each Client Loan underlying the Hypothecated Assets 2 must be classified as "standard" (determined in accordance with the criteria prescribed by the RBI) in the books of the Company;</p> <p>(j) each Client Loan underlying the Hypothecated Assets is in compliance with all Applicable Law, including any guidelines/directions prescribed by the RBI; and</p> <p>(k) each Client Loan shall comply with the Company's standard credit and sanction policies and should have been disbursed in accordance with the Company's standard operating procedures.</p>
Transaction Documents	<ol style="list-style-type: none"> 1. The Debenture Trust Deed; 2. the Debenture Trustee Agreement; 3. the Deed of Hypothecation; 4. Power of attorney pursuant to the Deed of Hypothecation; 5. the Personal Guarantee; 6. the Debt Disclosure Documents; 7. the letters issued by, and each memorandum of understanding/agreement entered into with, the Rating Agency, the

	<p>Debenture Trustee and/or the Registrar;</p> <ol style="list-style-type: none"> 8. each tripartite agreement between the Company, the Registrar and the relevant Depository; 9. the resolutions of the Company; 10. any undertakings from the Company and/or the shareholders of the Company as are required by the Debenture Holders (if any); and 11. any other document that may be designated as a Transaction Document by the Debenture Trustee.
<p>Conditions Precedent for Subscription to Debentures</p>	<p>The Company shall fulfil the following conditions precedent, to the satisfaction of the Debenture Trustee, on or prior to the Issue Opening Date, and shall submit and provide to the Debenture Trustee:</p> <p>CONSTITUTIONAL DOCUMENTS AND AUTHORISATIONS</p> <ol style="list-style-type: none"> (a) a certified true copy of the Constitutional Documents certified as correct, complete and in full force and effect by an appropriate officer of the Company; (b) certified true copies 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; <p>TRANSACTION DOCUMENTS</p> <ol style="list-style-type: none"> (c) execution, delivery and stamping of the Transaction Documents (including the Debt Disclosure Documents) in a form and manner satisfactory to the Debenture Trustee; <p>INTERMEDIARY DOCUMENTS</p> <ol style="list-style-type: none"> (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 "India Ratings BBB-/Stable" (pronounced as "Triple B Minus with Stable Outlook"); (e) a copy of the consent from the Debenture Trustee to act as the debenture trustee for the Debenture Holders; (f) a copy of the consent of the Registrar to act as the registrar and transfer agent for Issue; (g) a copy of the tripartite agreement(s) executed between the Company, the Registrar and the relevant Depository;

	<p>CERTIFICATES AND OTHERS</p> <ul style="list-style-type: none"> (h) issuance of the private placement offer-cum-application letter in Form PAS-4; (i) 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; [(j) 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; (k) the required details of the Hypothecated Assets in such manner and on such platform (electronic or otherwise) as may be required in accordance with Chapter III (Security and Covenant Monitoring System) of the SEBI Debenture Trustees Master Circular, including on the "Distributed Ledger Technology" (DLT) system"; (l) a copy of the due diligence report satisfactory to the Debenture Trustee; (m) evidence that all fees, costs and expenses (including applicable stamp duties) then due from the Company pursuant to this Key Information Document have been or will be paid prior to the Deemed Date of Allotment; and (n) such other information, documents, certificates, opinions and instruments as the Debenture Holder(s)/Debenture Trustee may reasonably request.
<p>Conditions Subsequent to Disbursement</p>	<p>The Company shall fulfil the following conditions subsequent, to the satisfaction of the Debenture Trustee:</p> <ul style="list-style-type: none"> (a) the Company shall, immediately on receipt of funds, take on all necessary steps to, including making all applicable filings with the ROC and obtaining all necessary approvals including filing Form PAS 5 along with the list of allottees and Form PAS 3 along with requisite fee within prescribed timelines; (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 1 (one) day from the Issue Closing Date ('T+1' settlement cycle); (c) 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

	<p>within the time period as may be prescribed under Applicable Law from the date of creation of the Transaction Security;</p> <p>(d) 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);</p> <p>(e) 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; and</p> <p>(f) 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.</p>
<p>Representation & Warranties</p>	<p>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.</p> <p>(a) Status</p> <p>(i) It is a company, duly incorporated, registered and validly existing under Applicable Law.</p> <p>(ii) It is a non-banking financial company registered with the RBI.</p> <p>(iii) It has the power to own its Assets and carry on its business as it is being conducted.</p> <p>(b) Binding obligations</p> <p>The obligations expressed to be assumed by it under the Transaction Documents are legal, valid, binding and enforceable obligations.</p> <p>(c) Non-conflict with other obligations</p> <p>The entry into and performance by it of, and the transactions contemplated by the Transaction Documents do not and will not conflict with:</p> <p>(i) any Applicable Law;</p>

	<p>(ii) the Constitutional Documents; or</p> <p>(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.</p> <p>(d) Power and authority</p> <p>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.</p> <p>(e) Validity and admissibility in evidence</p> <p>All approvals, authorizations, consents, permits (third party, statutory or otherwise) required:</p> <p>(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;</p> <p>(ii) to make the Transaction Documents to which it is a party admissible in evidence in its jurisdiction of incorporation; and</p> <p>(iii) for it to carry on its business, and which are material, have been obtained or effected and are in full force and effect.</p> <p>(f) No default</p> <p>(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.</p> <p>(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.</p> <p>(g) Ranking</p> <p>The payment obligations of the Company under the Transaction Documents rank at least <i>pari passu</i> with the claims of all of its other senior secured creditors, except for obligations mandatorily</p>
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	<p>preferred by Applicable Law applying to companies generally.</p> <p>(h) No proceedings pending</p> <p>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.</p> <p>(i) No misleading information</p> <p>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.</p> <p>(j) Compliance</p> <p>(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).</p> <p>(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.</p> <p>(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.</p> <p>(iv) The Company shall complete all necessary formalities including all filings with the relevant regulatory authorities, including but not limited to the SEBI, the Stock Exchange, CERSAI and the ROC and obtain all consents and approvals required for the completion of the Issue.</p> <p>(k) Assets</p> <p>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</p>
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	<p>each case, where relevant, on arm's length terms), all material Assets necessary for the conduct of its business as it is being, and is proposed to be, conducted.</p> <p>(l) Financial statements</p> <p>(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.</p> <p>(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.</p> <p>(m) Solvency</p> <p>(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.</p> <p>(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.</p> <p>(iii) The value of the Assets of the Company is more than its liabilities and it has sufficient capital to carry on its business.</p> <p>(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.</p> <p>(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).</p> <p>(vi) No reference has been made, or enquiry or proceedings commenced, in respect of the Company, before the</p>
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	<p>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).</p> <p>(n) Hypothecated Assets</p> <p>(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 <i>lis pendens</i>, attachment, or other order or process issued by any Governmental Authority.</p> <p>(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.</p> <p>(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.</p> <p>(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.</p> <p>(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.</p> <p>(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.</p> <p>(o) Material Adverse Effect</p> <p>(i) No fact or circumstance, condition, proceeding or occurrence exists that has a Material Adverse Effect.</p> <p>(ii) No Material Adverse Effect has occurred or would reasonably be expected to result from the execution or</p>
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	<p>performance of any Transaction Documents or the issuance of the Debentures.</p> <p>(p) Illegality</p> <p>It is not unlawful or illegal for the Company to perform any of its obligations under the Transaction Documents.</p> <p>(q) No filings or stamp taxes</p> <p>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:</p> <ul style="list-style-type: none"> (i) stamping of the Transaction Documents (on or prior to execution in Jaipur, India) in accordance with Indian Stamp Act, 1899 (as applicable to Delhi, 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. <p>(r) Others</p> <ul style="list-style-type: none"> (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.
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	<p>(iii) The Company acknowledges and agrees that the Debenture Holder(s) have the right to sell, transfer or assign the Debentures to any party as it may deem fit in accordance with the terms of the Transaction Documents and Applicable Law;</p> <p>(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</p> <p>(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.</p>
<p>Affirmative Covenants</p>	<p>The Company shall:</p> <p>(a) <i>Use of Debenture Proceeds</i></p> <p>use the Debenture Proceeds only for the Purpose and in accordance with Applicable Law and the Transaction Documents;</p> <p>(b) <i>Costs and Expenses</i></p> <p>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;</p> <p>(c) <i>Payment of Rents, etc.</i></p> <p>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;</p>

	<p>(d) <i>Preserve Corporate Status</i></p> <p>(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; and</p> <p>(ii) obtain and comply with all acts, authorisations, consents, permissions, rules, regulations, orders and directions of any Governmental Authority;</p> <p>(e) <i>Pay Stamp Duty</i></p> <p>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;</p> <p>(f) <i>Furnish Information to Debenture Trustee</i></p> <p>(i) provide to the Debenture Trustee, details of any and all material litigation, arbitration or administrative proceedings against the Company which may impact the ordinary course of business of the Company;</p> <p>(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;</p> <p>(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;</p> <p>(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;</p> <p>(v) furnish quarterly reports to the Debenture Trustee (as may be required in accordance with Applicable Law)</p>
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	<p>containing the following particulars:</p> <ul style="list-style-type: none"> (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; <p>(vi) inform and provide the Debenture Trustee with applicable documents in respect of the following:</p> <ul style="list-style-type: none"> (A) notice of any 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 Stock Exchange; and <p>(vii) furnish monthly progress performance reports to the Debenture Trustee in the format as specified by the Debenture Trustee from time to time;</p> <p>(g) Redressal of Grievances</p> <p>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;</p> <p>(h) Comply with Investor Education and Protection Fund Requirements</p> <p>comply with the provisions of the Companies Act relating to transfer of unclaimed/ unpaid amounts of interest on Debentures and redemption of Debentures to Investor Education and Protection Fund ("IEPF"), if applicable to it. The 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</p>
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	<p>Corporate Affairs, RBI, SEBI or any other competent Governmental Authority;</p> <p>(i) Corporate Governance; Fair Practices Code</p> <p>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;</p> <p>(j) Further Assurances</p> <p>(i) 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;</p> <p>(ii) 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;</p> <p>(iii) 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 this Key Information Document or to ensure the legality, validity, enforceability or admissibility in evidence in India of this Key Information Document;</p> <p>(iv) comply with:</p> <p>(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;</p> <p>(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</p>
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	<p>duties in accordance therewith to the extent applicable to the Debentures;</p> <p>(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);</p> <p>(D) the provisions of the Companies Act in relation to the Issue;</p> <p>(E) procure that the Debentures are rated and continue to be rated until the Final Settlement Date; and</p> <p>(F) if so required, the terms of Chapter XI (<i>Operational framework for transactions in defaulted debt securities post maturity date/ redemption date</i>) of the Listed NCDs Master Circular, and provide all details/intimations to the Debenture Trustee, the Depositories, and the Stock Exchange in accordance with the provisions therein;</p> <p>(v) 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</p> <p>(vi) 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;</p> <p>(k) Security and Personal Guarantee</p> <p>the Company hereby further agrees, declares and covenants with the Debenture Trustee as follows:</p> <p>(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;</p> <p>(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</p>
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	<p>benefit of the Debenture Holder(s);</p> <p>(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;</p> <p>(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;</p> <p>(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;</p> <p>(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;</p> <p>(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;</p> <p>(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;</p> <p>(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;</p> <p>(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</p>
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	<p>from time to time;</p> <ul style="list-style-type: none"> (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 Key Information Document and other Transaction Documents; 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; <p>(I) <i>Filings; Compliance with Stock Exchange requirements</i></p> <p>the Company hereby further agrees, declares and covenants with the Debenture Trustee as follows:</p> <ul style="list-style-type: none"> (i) the Company shall comply with the relevant provisions of the SEBI LODR Regulations applicable to listed entities which have listed their non-convertible securities, including (to the extent applicable), the provisions of Chapter II (<i>Principles governing disclosures and obligations of listed entity</i>), Chapter III (<i>Common obligations of listed entities</i>), Chapter IV (<i>Obligations of a listed entity which has listed its specified securities and non-convertible debt securities</i>), and Chapter V (<i>Obligations of listed entity which has listed its non-convertible securities</i>) of the SEBI LODR Regulations; (ii) it will provide all such assistance to the Debenture Trustee as may be required by it, to carry out the necessary due
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	<p>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 (<i>Periodical/ Continuous Monitoring by Debenture Trustee</i>) 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 (<i>Periodical/ Continuous Monitoring by Debenture Trustee</i>) of the SEBI Debenture Trustees Master Circular:</p> <p>(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;</p> <p>(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;</p> <p>(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 prescribed under Applicable Law;</p> <p>(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;</p> <p>(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</p>
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	<p>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</p> <p>(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;</p> <p>(iii) it will submit to the Stock Exchange, on a periodical basis and/or on an 'as and when' basis (depending upon the occurrence of any event), such information as prescribed under the SEBI Centralized Database Requirements, in such format as may be prescribed by the Stock Exchange;</p> <p>(iv) it will provide/fill all such information as prescribed under the SEBI Centralized Database Requirements at the time of allotment of the International Securities Identification Number (ISIN) in respect of the Debentures;</p> <p>(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;</p> <p>(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</p> <p>(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;</p> <p>(m) Internal Control</p> <p>maintain internal control for the purpose of:</p> <p>(i) preventing fraud on amounts lent by the Company; and</p> <p>(ii) preventing money being used for money laundering or</p>
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	<p>illegal purposes;</p> <p>(n) <i>Audit and Inspection</i></p> <p>(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 on an annual basis. PROVIDED THAT the foregoing may be conducted after providing a prior intimation of 7 (seven) calendar days; and</p> <p>(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. PROVIDED THAT any discretionary audit or monitoring visit may be conducted after providing an intimation of 7 (seven) calendar days prior to the date on which such audit or monitoring visit is to be conducted;</p> <p>(o) <i>Rating Covenant</i></p> <p>(i) ensure that there is no suspension of the credit rating of the Company and/or the Debentures by any SEBI-registered credit rating agency (including but not limited to the Rating Agency), PROVIDED THAT withdrawal of the credit rating of the Company and/or the Debentures shall not be construed as suspension of rating;</p> <p>(ii) ensure that the rating of the Debentures from any credit rating agency are not downgraded below BBB-/Stable (pronounced as "Triple B minus with Stable Outlook") until the Final Settlement Date;</p> <p>(iii) ensure that there is no assignment of new long-term credit rating of the Debentures below "BBB-/Stable" (pronounced as "Triple B Minus with Stable Outlook") from the Rating Agency or equivalent rating from any SEBI-registered credit rating agency; and</p> <p>(iv) agree that the occurrence of any events mentioned in sub-paragraphs (i) to (iii) above shall be at the sole discretion of the Debenture Trustee (acting on the instructions of the Majority Debenture Holders);</p> <p>(p) <i>Diligence</i></p> <p>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. The cost of such</p>
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due diligence, which is pre-agreed in advance will be borne by the Company;

(q) **Shareholding Covenants**

ensure that the Promoter and Promoter Group shall not transfer or encumber (including by way of pledge) the shares of the Company held by them below the following threshold without prior written consent of the Debenture Trustee:

SHAREHOLDER	EXISTING SHAREHOLDING AS ON AUGUST 31, 2026	SHAREHOLDING TO BE MAINTAINED UNTIL THE FINAL SETTLEMENT DATE
Promoter and Promoter Group	97.24%	85%

PROVIDED THAT in the event the shareholding of the Promoter and the Promoter Group falls below the above-mentioned threshold of 85% (eighty five percent), the Company shall cure such breach within 7 (seven) Business Days from the date of fall in shareholding below the said threshold; and

(r) **Most Favoured Lender**

In the event any such more favorable terms are granted to any other lender or creditor, such terms shall, be deemed to be automatically incorporated into the Transaction Documents, and the Company shall execute all necessary amendments and documents to give effect thereto.

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 180 (one hundred and eighty) calendar days after the end of each Financial Year or within such other timeline as may be provided below:

(i) within 60 (sixty) days from the end of each Financial Year, certified copies of the audited standalone and consolidated (if any) financial statements of the Company, the Promoter Group and the holding company of the Company (if any) for its most recently completed Financial Year,

	<p>prepared in accordance with Applicable Accounting Standards;</p> <p>(ii) within 75 (seventy five) days from the end of each Financial Year, a certificate signed by the statutory auditor of the Company, confirming that the Company is in compliance with all the financial covenants prescribed in the paragraph titled "<i>Financial Covenants</i>" of this Section determined on the basis of the financial statements set out in sub-paragraph (a)(i) above, in such form as may be acceptable to the Debenture Trustee. PROVIDED THAT in respect of all financial quarters except for the financial quarter ending on March 31 of each Financial Year, the certificate confirming the compliance with the financial covenants prescribed in paragraph titled "<i>Financial Covenants</i>" of this Section will be provided in accordance with paragraph titled "<i>Reporting Covenants</i>" of this Section below; and</p> <p>(iii) within 75 (seventy five) calendar days after the end of each Financial Year, 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-paragraph (iii) should also contain, <i>inter alia</i>, details of receivables/book debts comprising the Hypothecated Assets (i.e. loan ID, location, amount sanctioned, amount outstanding, overdue status etc.). PROVIDED THAT for all financial quarters except for the financial quarter ending on March 31 of each Financial Year, the book debt certificate will be provided in accordance with paragraph titled "<i>Reporting Covenants</i>" of this Section below;</p> <p>(b) within 45 (forty five) calendar days after each Quarterly Date, and within 60 (sixty) calendar days after each Quarterly Date falling on March 31, or within such other timeline as may be provided below:</p> <p>(i) certified copies of the [un-audited] standalone and consolidated (if any) quarterly financial</p>
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	<p>statements of the Company for the preceding financial quarter, for the Company prepared in accordance with Applicable Accounting Standards;</p> <p>(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;</p> <p>(iii) within 60 (sixty) days from the end of each Quarterly Date, a certificate signed by the statutory auditor of the Company, confirming that the Company is in compliance with all the financial covenants prescribed in paragraph titled "<i>Financial Covenants</i>" of this Section determined on the basis of the financial statements set out in sub-paragraph (b)(i) 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 paragraph titled "<i>Financial Covenants</i>" of this Section will be provided in accordance with paragraph titled "<i>Reporting Covenants</i>" of this Section above; and</p> <p>(iv) within 60 (sixty) calendar days after the end of each Quarterly Date, 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-paragraph (iii) should also contain, <i>inter alia</i>, details of receivables/book debts comprising the Hypothecated Assets (i.e. loan ID, location, amount sanctioned, amount outstanding, overdue status etc.). PROVIDED THAT for the financial quarter ending on March 31 of each Financial Year, the book debt certificate will be provided in accordance with paragraph titled "<i>Reporting Covenants</i>" of this Section above;</p> <p>(c) within 45 (forty five) calendar days from the end of each</p>
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	<p>Half Year falling on September 30, and within 45 (forty five) calendar days from the end of each Half Year falling on March 31, or within such other timeline as may be provided below:</p> <ul style="list-style-type: none"> (i) certified copies of the [audited/unaudited] standalone and consolidated (if any) financial statements of the Company, for its most recently completed Half Year, prepared in accordance with Applicable Accounting Standards; and (ii) a certificate from the statutory auditor of the Company a book debt certificate signed by the statutory auditor of the Company in relation to the value of the Hypothecated Assets and compliance with the covenants of the Transaction Documents; <p>(d) as soon as practicable and in any event within 10 (ten) Business Days of the occurrence of the following events or such other timelines (if any) prescribed by SEBI, whichever is lower, the details of:</p> <ul style="list-style-type: none"> (i) any change more than 5% (five percent) in the Company's shareholding structure; (ii) any change in the Constitutional Documents of the Company; (iii) any Material Adverse Effect; (iv) any dispute, litigation, investigation or other proceeding against the Company which could result in a Material Adverse Effect; (v) any winding up proceedings initiated in relation to the Company; (vi) any Event of Default and the steps taken by/proposed to cure such event; and (vii) any prepayment or notice of prepayment of any existing Financial Indebtedness of the Company, except in the ordinary course of business; <p>(e) as soon as practicable, and in any event at the end of last Friday of each month, the Company shall ensure that the Registrar shall provide the register of beneficial owners to the Debenture Holders, or at such other frequency as may be required by the Debenture Trustee / Debenture Holders;</p>
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	<p>(f) 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;</p> <p>(g) without prejudice to sub-paragraph (h) 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; and</p> <p>(h) 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.</p>
<p>Negative Covenants</p>	<p>The Company shall not take any action in relation to the items set out in this paragraph (<i>Negative Covenants</i>) 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 in this paragraph (<i>Negative Covenants</i>).</p> <p>Any request under this paragraph (<i>Negative Covenants</i>) must be accompanied by all relevant information substantiating the request to enable the Debenture Holder(s) to make a reasoned decision.</p> <p>(a) <i>Change of Business; Constitutional Documents</i></p> <p>(i) undertake any new major new business outside current business or any diversification of its business outside current business, other than as mandatorily required under Applicable Law; or</p> <p>(ii) 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</p>

	<p>permissible without the prior consent of the Debenture Trustee;</p> <p>(b) <i>Dividend/Withdrawal of Funds</i></p> <p>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) relating to the Financial Year in which such Event of Default has occurred and is continuing;</p> <p>(c) <i>Merger, Consolidation, etc.</i></p> <p>(iii) undertake or permit any scheme of merger, acquisition, re-structuring or amalgamation over 10% (ten percent) of the Net Worth of the Company in a Financial Year; or</p> <p>(iv) other than as specified in (i) above, undertake or permit any scheme of merger, de-merger, consolidation, re-organisation, scheme of arrangement or compromise with its creditors or shareholders or effect any scheme of amalgamation or restructuring or reconstruction of assets,</p> <p>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;</p> <p>(d) <i>Change in Capital Structure</i></p> <p>purchase or redeem any of its issued shares except equity shares allotted under an employee stock option scheme of the Company or reduce its share capital;</p> <p>(e) <i>Change in Control</i></p> <p>permit any change of Control from that subsisting as of the Deemed Date of Allotment;</p> <p>(f) <i>Disposal of Assets</i></p> <p>sell, transfer, mortgage or otherwise dispose of in any manner the Hypothecated Assets;</p> <p>(g) <i>Related Party Transactions</i></p> <p>permit the Company to enter into any transactions with any Related Party other than such transactions as are carried out in the ordinary course of business of the Company or issuance of inter-corporate deposits by the Company to its wholly owned subsidiaries (collectively, the “Permitted Transactions”), or enter</p>
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	<p>into any transaction:</p> <ul style="list-style-type: none"> (i) whereby the overall outstanding amounts owed to the Company under all such transactions (excluding Permitted Transactions) exceed INR 10,00,00,000 (Indian Rupees Ten Crore); (ii) whereby the overall expense incurred through all such transactions (excluding Permitted Transactions) in any Financial Year exceed 10% (ten percent) of the Company's net profit; (iii) in respect of providing any guarantee for any Financial Indebtedness of a Related Party exceeding INR 10,00,00,000 (Indian Rupees Ten Crore); or (iv) extending or granting any loans and advances to the Promoter, save and except, in the ordinary course of business of the Company; <p>PROVIDED THAT the Debenture Trustee (acting on the instructions of the Majority Debenture Holders) may approve any application for consent in relation to the transactions mentioned in this paragraph (<i>Related Party Transactions</i>) within a period of 7 (seven) Business Days from the date of receipt of such application. If the said application is not approved or rejected within the stipulated timeline herein, the application for such consent shall be deemed to be approved. The Debenture Trustee shall be granted access to any additional information that it deems necessary to monitor and evaluate the compliance of this paragraph (<i>Related Party Transactions</i>). PROVIDED FURTHER THAT upon occurrence of an Event of Default, the Company cannot issue inter-corporate deposits to its wholly owned subsidiaries;</p> <ul style="list-style-type: none"> (h) Business any sale of business or division that has the effect of exiting the business or re-structuring of the existing business of the Company; (i) Loans and Guarantees undertake to guarantee the liabilities of any individual or entity save and except in case of ordinary course of business of the Company; (j) Ordinary Course of Business enter into or perform any transaction other than in the ordinary course of business of the Company;
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	<p>(k) <i>Immunity</i></p> <p>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;</p> <p>(l) <i>Subordinated Debt</i></p> <p>make any payment in respect of any subordinated debt owed by it toward its Promoter, Promoter Group, directors and / or affiliates (including towards redemption, prepayment and / or principal repayment of such subordinated debt) till the Final Settlement Date.</p>
<p>Financial Covenants</p>	<p>The Company shall, commencing from the Effective Date until the Final Settlement Date:</p> <p>(a) maintain a Capital to Risk-Weighted Assets Ratio of more than 20% (twenty percent);</p> <p>(b) reported Gross NPA of the Company shall not exceed 1.75% (one decimal seven five percent) of the Company's overall portfolio;</p> <p>(c) maintain a ratio of A:B of not more than 15% (fifteen percent), where A is the PAR 90 of the Company and B is the Tangible Net Worth of the Company, multiplied by 100 (one hundred), and followed by the “%” symbol;</p> <p>(d) Net NPA of the Company shall not exceed 1.25% (one decimal two five percent);</p> <p>(e) maintain a ratio of A:B of not more than of not more than 4.5 (four decimal five) times, where A is the Total Debt on-book) of the Company, and B is the Tangible Net Worth of the Company;</p> <p>(f) the Company's Write-Off (on-book) as a percentage of the opening AUM in a financial quarter shall not exceed 20% (twenty percent) of the Own Book/On-Book AUM for the preceding quarter;</p> <p>(g) maintain minimum AUM of the Company at INR 400,00,00,000 (Indian Rupees Four Hundred Crore);</p> <p>(h) maintain the Tangible Net Worth of the Company at INR 100,00,00,000 (Indian Rupees One Hundred Crore);</p> <p>(i) ensure that the minimum Cash/Cash Equivalents (unencumbered) shall be at least 5% (five percent) of the On-Book AUM of the Company;</p> <p>(j) maintain, until the Final Settlement Date, a minimum rating equal</p>

	<p>at least to the Company Rating;</p> <p>(k) ensure that the cumulative mismatch/difference in the asset-liability management ("ALM") statement at all times in all buckets (determined in accordance with the NBFC Directions) is positive after incorporating all the contractual liabilities of the Company (considering the put option dates or coupon reset dates applicable to the Company without a benchmark, without a floor and without a cap as maturity date). Undrawn sanctions and drawable lines, if any, will be excluded for the purpose of the calculation of the financial covenant under this sub-paragraph (xi); and</p> <p>(l) ensure that the profit after tax (PAT) of the Company, as determined in accordance with Applicable Accounting Standards, is not negative for the trailing 2 (two) financial quarters, tested on a quarterly basis.</p> <p>The financial covenants set out in this paragraph (<i>Financial Covenants</i>) shall be tested on the Effective Date (other than as otherwise set out in this sub-paragraph (b)), and thereafter on a quarterly basis on the Quarterly Dates, until the Final Settlement Date, on the basis of the standalone financial statements of the Company. The first date of testing in respect of the financial covenants shall be December 31, 2026. The financial covenants set out in this paragraph (<i>Financial Covenants</i>) shall be certified within the time periods prescribed under and in accordance with paragraph titled "Reporting Covenants" of this Section.</p> <p>The Debenture Trustee may approve any application for consent/waiver in respect of any of the financial covenants set out under this Sub-paragraph (<i>Financial Covenants</i>), in accordance with the terms of this Key Information Document and Applicable Law.</p>
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)	<p>(a) Payment Defaults</p> <p>The Company does not pay on any Due Date (including on the relevant Redemption Dates) any amount payable pursuant to this Key Information Document and the Debentures at the place and in the currency in which it is expressed to be payable and/or the Debentures are not redeemed and all Secured Obligations (including any accrued but unpaid interest, and other costs, charges and expenses incurred under or in connection with the Transaction Documents) are not repaid on the Final Redemption Date;</p> <p>(b) Material Adverse Effect</p> <p>The occurrence of a Material Adverse Effect, in the sole</p>

	<p>determination of the Debenture Trustee (acting on the instructions of the Majority Debenture Holder(s));</p> <p>(c) Cross Default</p> <p>The Company defaults in any payment of any existing Financial Indebtedness beyond the period of grace, if any, provided in the instrument or agreement under which such Financial Indebtedness was created;</p> <p>(d) Payment of Fees</p> <p>The Company failing to pay the agreed investor/arranger fees in relation to the issuance of the Debentures on or prior to the Deemed Date of Allotment;</p> <p>(e) Misrepresentation; Others</p> <p>(i) Any representation or warranty made by the Company in any Transaction Document or in any certificate, financial statement or other document delivered to the Debenture Trustee/Debenture Holder(s) by the Company shall prove to have been false, misleading or untrue in any respect;</p> <p>(ii) any information provided or representation made or given by the Company in terms of the Transaction Documents is proven to be incorrect in any material respect when made or deemed made and which has a Material Adverse Effect on the ability of the Company to make any payments in relation to the Debentures; and/or</p> <p>(iii) Any fraud, negligence and/or wilful default by the Company under the Transaction Documents;</p> <p>(f) Unlawfulness</p> <p>It is or becomes unlawful for the Company to perform any of its obligations under the Transaction Documents and/or any obligations of the Company under any Transaction Document are not, or cease to be valid, binding or enforceable;</p> <p>(g) Repudiation</p> <p>The Company repudiates (directly or indirectly) any of the Transaction Documents;</p> <p>(h) Transaction Documents</p> <p>This Key Information Document or any other Transaction Document (in whole or in part), is terminated or ceases to be effective or ceases to be in full force or no longer constitutes valid,</p>
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	<p>binding and enforceable obligations of the Company;</p> <p>(i) Corporate governance; Data integrity</p> <p>Failure by the Company to meet standards prescribed by the RBI and under the SEBI NCS Regulations with respect to management, governance, and data integrity, or as may be required by the Debenture Trustee and/or the Debenture Holder(s) under Applicable Law;</p> <p>(j) Legal Proceedings</p> <p>If one or more legal or governmental proceedings are initiated against the Company or any claims are made against the Company, which in the opinion of the Debenture Trustee (acting on the instructions of the Majority Debenture Holder(s)), may impair the Company's ability to perform its obligations undertaken in terms of the Transaction Documents or which has a Material Adverse Effect;</p> <p>(k) Creditors' Process and Expropriation</p> <p>(i) Any expropriation, attachment, garnishee, sequestration, distress or execution affects any assets of the Company or its affiliates, and which has a Material Adverse Effect on the ability of the Company to comply with its payment obligations under the Transaction Documents; and/or</p> <p>(ii) All or a material part of the undertaking, assets, rights or revenues of the Company are condemned, seized, nationalised, expropriated or compulsorily acquired, or shall have assumed custody or control of all or substantial part 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 members, or their officers from carrying on their business or operations or a substantial part thereof, by or under the authority of any Governmental Authority;</p> <p>(l) Authorisations; Licenses</p> <p>Any authorisations, licenses (including operating licenses of the Company issued by the RBI and/or the SEBI), consents and approvals required by the Company under Applicable Law to enable it to perform its obligations under the Transaction Documents, to ensure the legality, validity, enforceability or admissibility of the Transaction Documents, and to enable it to carry on its business are revoked or suspended or cancelled in any manner;</p> <p>(m) Insolvency/Inability to Pay Debts</p>
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	<p>(i) The Company is unable or admits inability to pay its Financial Indebtedness as they fall due, suspends making payments on any of its Financial Indebtedness, or, 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 Financial Indebtedness of the Company, commences negotiations with one or more of its creditors with a view to rescheduling any of its Financial Indebtedness, or any restructuring is undertaken in respect of any of its Financial Indebtedness in accordance with Applicable Law (including applicable guidelines issued by the RBI); and / or</p> <p>(ii) if it is certified by the statutory auditors of the Company that the liabilities of the Company exceed its assets indicating the inability of the Company to discharge the Secured Obligations;</p> <p>(n) <i>Liquidation, Insolvency or Dissolution of the Company/Appointment of Receiver, Resolution Professional or Liquidator</i></p> <p>Any corporate action, legal proceedings or other procedure or step is taken in relation to:</p> <p>(i) the suspension of payments, a moratorium of any Financial Indebtedness, winding-up, dissolution, administration or re-organisation (by way of voluntary arrangement, scheme of arrangement or otherwise) of the Company;</p> <p>(ii) a composition, compromise, assignment or arrangement with any creditor of the Company, or any scheme for restructuring or reconstruction or similar purposes;</p> <p>(iii) the appointment of a liquidator, receiver, resolution professional, administrative receiver, administrator, compulsory manager or other similar officer in respect of the Company;</p> <p>(iv) the Company, in respect of any reference or enquiry or proceedings commenced, before the National Companies Law Tribunal or under any mechanism or prescription of the RBI in respect of resolution/restructuring of stressed assets (including without limitation, under the Stressed Assets Framework);</p> <p>(v) the commencement of an insolvency resolution process</p>
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	<p>under the (Indian) Insolvency and Bankruptcy Code, 2016 read together with 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, or under any other Applicable Law, in respect of the Company;</p> <p>(vi) enforcement of any security over any Assets of the Company or any analogous procedure or step is taken in any jurisdiction;</p> <p>(vii) 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 such a petition has been admitted or makes an assignment for the benefit of its creditors generally, and such proceedings are not contested by the Company for staying, quashing and/or dismissal within 15 (fifteen) calendar days of filing;</p> <p>(viii) enforcement of any proceedings initiated upon the order of any court or statutory authority that impinges the continued ongoing business operations of the Company; and/or</p> <p>(ix) any other event occurs or proceeding instituted under any Applicable Law that would have an effect analogous to any of the events listed in (i) to (viii) above.</p> <p>(o) Security in Jeopardy</p> <p>The occurrence of any event which, in the opinion of the Debenture Trustee (acting on the instructions of the Debenture Holder(s)), jeopardizes the Company's ability to make collections in respect to the Hypothecated Assets or payment of Outstanding Principal Amounts or interest on the Debentures;</p> <p>(p) Security and Personal Guarantee</p> <p>(i) The Company fails to create security interest over the Hypothecated Assets within such timelines, from the execution of the Deed of Hypothecation as may be prescribed under the Deed of Hypothecation;</p> <p>(ii) The Personal Guarantee is not provided by the Guarantor within the timelines prescribed in the Transaction Documents and/or in the manner prescribed in the Transaction Documents;</p> <p>(iii) The value of the Hypothecated Assets is insufficient to maintain the Security Cover or the Company fails to</p>
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	<p>maintain the Security Cover (including by way of providing additional/alternate security to the satisfaction of the Debenture Trustee) within the timelines prescribed in the relevant Transaction Documents upon expiry of cure period of 7 (seven) Business Days; and/or</p> <p>(iv) The Company creates or attempts to create any mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having similar effect, over the Hypothecated Assets, without the prior consent of the Debenture Trustee;</p> <p>(q) Business</p> <p>The Company without obtaining the prior consent of the Debenture Trustee or the Debenture Holders ceases to carry on all or a substantial part of its business or gives notice of its intention to do so;</p> <p>(r) Failure to Certify</p> <p>The Company fails to provide a certificate from an authorized officer of the Company certifying/confirming that no Event of Default has occurred in the manner prescribed in the Transaction Documents;</p> <p>(s) Failure to Disburse Loans</p> <p>The Company fails to disburse new loans or fails to appoint any third party or establish in-house collection teams, in case of any adverse regulatory action;</p> <p>(t) Breach of Negative Covenants</p> <p>Any breach by the Company in compliance with any of the negative covenants set out under paragraph titled "<i>Negative Covenants</i>" of this Section which breach remains uncured for a period of 10 (fifteen) days from the date of occurrence or determination of such breach (or such shorter timeline as may be required under Applicable Law);</p> <p>(u) Breach of Financial Covenants</p> <p>Any breach by the Company in compliance with any of the financial covenants set out under paragraph titled "<i>Financial Covenants</i>" of this Section, which breach remains uncured for a period of 15 (fifteen) days from the date of occurrence or determination of such breach (or such shorter timeline as may be required under Applicable Law);</p>
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	<p>(v) <i>Breach of Reporting Covenants</i></p> <p>Any breach by the Company in compliance with any of the reporting covenants, set out under paragraph titled "<i>Reporting Covenants</i>" of this Section which breach remains uncured for a period of 15 (fifteen) days from the date of occurrence or determination of such breach (or such shorter timeline as may be required under Applicable Law);</p> <p>(w) <i>Breach of other Covenants</i></p> <p>(i) Any breach of any covenant or undertaking of the Company in the Transaction Documents (other than as specified under sub-paragraphs (a) to (v) above); and/or</p> <p>(ii) Notwithstanding anything contained in (i) above, in case of breach of sub paragraph (q) (<i>Shareholding</i>) of the Paragraph titled "<i>Affirmative Covenants</i>", the Company shall have a cure period of 7 (seven) Business Days from the date of occurrence or determination of such breach (or such shorter timeline as may be required under Applicable Law), and in case of breach of paragraph titled "<i>Additional Covenants</i>" of this Section, the Company shall have a cure period of 7 (seven) days from the date of occurrence or determination of such breach (or such shorter timeline as may be required under Applicable Law) to remedy such breach.</p>
<p>Additional Covenants</p>	<p>(a) The Company shall provide or cause to be provided to the Debenture Trustee and the Debenture Holders, in form and substance reasonably satisfactory to the Debenture Trustee, each of the following items:</p> <p>(i) Form CHG 9 as filed with the ROC, within 30 (thirty) days of execution of Transaction Documents;</p> <p>(ii) a certificate from a chartered accountant within 60 (sixty) days from the Deemed Date of Allotment, confirming that Debenture Proceeds have been utilised by the Company solely for the Purpose;</p> <p>(iii) a financial covenant compliance certificate signed by the chief financial officer of the Company and a chartered accountant within 45 (forty five) days from each Quarterly Date; and</p> <p>(iv) a statement of the Hypothecated Assets signed by an authorised signatory of the Company every month and an independent chartered accountant on each Quarterly Date, within 30 (thirty) days of the succeeding month, with the confirmation that all of the Hypothecated Assets are meeting Security Cover;</p> <p>(b) The Debenture Trustee shall have the right to conduct stock audit, sales audit and any other monitoring and audit visits at</p>

	any time till Final Settlement Date with an advance notice of 7 (seven) calendar days to the Company.
Provisions related to Cross Default Clause	The Company defaults in any payment of any existing Financial Indebtedness beyond the period of grace, if any, provided in the instrument or agreement under which such Financial Indebtedness was created;
Consequences Of Events Of Default	<p>If one or more Events of Default occur(s), the Debenture Trustee may, on the instructions of the Majority Debenture Holder(s), in accordance with this Key Information Document and subject to the Applicable Law, by a notice in writing to the Company initiate the following course of action:</p> <ul style="list-style-type: none"> (a) require the Company to mandatorily redeem the Debentures and repay the outstanding principal amount on the Debentures, along with accrued but unpaid interest, and other costs, charges and expenses incurred under or in connection with the Transaction Documents; (b) declare all or any part of the Debentures to be immediately (or on such dates as the Debenture Trustee may specify) due and payable, whereupon it shall become so due and payable; (c) enforce the security interest created under the Transaction Documents (including in respect of the Transaction Security) in accordance with the terms of the Transaction Documents; (d) invoke/enforce the Personal Guarantee provided by the Guarantor or any other guarantee provided pursuant to this Key Information Document and the Transaction Documents in accordance with the terms thereof; (e) appoint a nominee director in accordance with paragraph titled "<i>Nominee Director</i>" of this Section; (f) 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; (g) take any actions in respect of Chapter X (Breach of Covenants, Default and Remedies) of the SEBI Debenture Trustees Master Circular in accordance with the provisions of this Key Information Document; (h) take any actions in respect of the defaults as prescribed under Transaction Documents or SEBI Defaults (Procedure) Circular (Circular dated October 13, 2020; bearing reference number SEBI/HO/MIRSD/CRADT/CIR/P/2020/203) or under Applicable Law or as prescribed by SEBI; and

	<p>(i) entering into, and the performance of any obligations under any inter-creditor agreement pursuant to the Stressed Assets Framework, as amended, modified or restated from time to time) or any resolution plan shall be subject to the terms of the relevant 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.</p> <p>Without prejudice to the above, if one or more Events of Default occur(s), the Company shall not 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, other than in accordance with paragraph titled "<i>Negative Covenants</i>" of this Section.</p>
Creation of Recovery Expense Fund	<p>(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.</p> <p>(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.</p> <p>(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.</p> <p>(d) The Debenture Trustee shall follow the procedure set out in the SEBI Debenture Trustees Master Circular read with the Recovery Expense Fund Circular for utilization of the Recovery Expense Fund and be obligated to keep a proper account of all expenses incurred out of the funds received from Recovery Expense Fund.</p> <p>(e) 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.</p>

<p>Debenture Redemption Reserve</p>	<p>(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.</p> <p>(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.</p> <p>(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.</p> <p>(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.</p> <p>(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.</p>
<p>Conditions for breach of covenant (as specified in the Debenture Trust Deed)</p>	<p>On the occurrence of a Payment Default, the Company agrees to pay additional interest at 3% (three percent) per annum above the Interest Rate on the Outstanding Principal Amounts ("Payment Default Interest"), commencing from the date of occurrence of the Payment Default until such Payment Default is cured or the relevant Secured Obligations are repaid. It is clarified that there is no cure period in case of an occurrence of a Payment Default for the Payment Default Interest to be applicable in accordance with this paragraph (Additional Interest).</p> <p>In case of a breach of the covenants set out under paragraph titled "<i>Financial Covenants</i>" of this Section, sub-paragraph titled "<i>Shareholding</i>" of this Section, paragraph titled "<i>Negative Covenants</i>" of this Section and paragraph titled "<i>Additional Covenants</i>" of this Section, the Company agrees to pay additional interest rate of 3% (three percent) per annum above the Interest Rate on the Outstanding Principal Amounts ("Covenant Breach Default Interest") from the date of occurrence of such breach or Event of Default until such breach or Event of Default is cured or the relevant Secured Obligations are repaid.</p> <p>In the event there is any delay in providing any of the information set out in paragraph titled "<i>Reporting Covenants</i>" of this Section beyond the relevant timelines set out in respect of such item/information in in paragraph titled "<i>Reporting Covenants</i>" of this Section, the Company</p>

	<p>agrees to pay additional interest rate of 3% (three percent) per annum above the Interest Rate calculated on a per-day basis on the Secured Obligations ("Reporting Covenants Default Interest") for each day of delay until the date on which the relevant item/information is provided in accordance with paragraph titled "<i>Reporting Covenants</i>" of this Section. Provided that, in the event of a breach of the reporting covenants, a cure period of 5 (five) days from the occurrence of such breach shall be available to the Company, during which period no Reporting Covenants Default Interest shall be applicable. Provided further that, if such breach is not cured within the aforesaid cure period, the Reporting Covenants Default Interest shall be calculated from the date of occurrence of such breach.</p> <p>In the event of any delay in the creation or perfection of the security interest in terms of the Deed of Hypothecation, the Company agrees to pay additional interest at the rate of 3% (three percent) per annum on the Outstanding Principal Amounts ("Security Default Interest") in addition to the Interest Rate from the last date on which the Deed of Hypothecation is to be executed or the security interest over the Hypothecated Assets is to be perfected in terms of the Transaction Documents and till the date on which the Deed of Hypothecation is actually executed and / or the security interest over the Hypothecated Assets is actually perfected.</p> <p>In case of any delay in execution of the Debenture Trust Deed within the timelines prescribed under Applicable Law, then the Issuer shall pay 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 from the last date on which the Debenture Trust Deed is to be executed under Applicable Law and till the date on which the Debenture Trust Deed is actually executed.</p> <p>It is clarified that the payment of any Additional Interest in accordance with this sub-paragraph (Additional Interest) shall be in addition to and independent of any Additional Interest/default interest payable by the Company in accordance with any other provision of this Key Information Document.</p>
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 (<i>Risk Factors</i>) 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

	<p>Trustee/Debenture Holder(s) as a result of:</p> <ul style="list-style-type: none"> (a) the occurrence of any Event of Default; (b) any demand for any stamp duty, registration fee or any other duty, fee, costs, or imports received from any Governmental Authority in relation to the transactions contemplated under the Transaction Documents (including without limitation, any demand from stamp duty arising because any Transaction Document has been taken or has been received (whether by way of facsimile, photocopy or electronic record) in any state other than the state in which it has been executed; and a failure by the Company to pay any amount due under any Transaction Document on its due date.
<p>Governing Law and Jurisdiction</p>	<p>Governing Law</p> <p>The Transaction Documents are governed by and construed in accordance with the laws of India.</p> <p>Jurisdiction</p> <ul style="list-style-type: none"> (a) The Parties agree that the courts and tribunals at Delhi, India shall have exclusive jurisdiction to settle all disputes which may arise out of or in connection with this Key Information Document ("Dispute"). Accordingly, any suit, action or proceedings relating to any Dispute (together referred to as "Proceedings") arising out of or in connection with this Key Information Document may be brought in the courts and tribunals of Delhi, India and the Company irrevocably submits to and accepts for itself and in respect of its property, generally and unconditionally, the jurisdiction of those courts and tribunals. (b) 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 Delhi, 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 Delhi, 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. (c) Nothing contained in this sub-section (<i>Governing Law and Jurisdiction</i>), 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

	<p>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.</p> <p>(d) 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.</p>
<p>Taxes, Duties, Costs and Expenses</p>	<p>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, registration fee (if applicable), legal advisors' fees and expenses, 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 this Key Information Document and any other Transaction Documents (including any action to preserve any rights in respect thereof).</p> <p>All costs and expenses incurred by the Debenture Trustee prior to or following the occurrence of an Event of Default, including in connection with:</p> <ul style="list-style-type: none"> (a) preservation of the security interest created under the Transaction Documents (whether then or thereafter existing); (b) collection of amounts due under the Transaction Documents; (c) engaging all intermediaries (including any accountants, auditors, custodial services); (d) legal costs and stamp duty payable on any Transaction Documents; (e) enforcement of the security interest created under the Transaction Documents; or (f) any other expenses in relation to the Issue, <p>shall be payable by the Company and shall stand secured under the Transaction Documents.</p> <p>All taxes which are to be borne by the Debenture Holder(s) under</p>

	<p>Applicable Law will be paid by the respective Debenture Holder(s).</p> <p>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.</p>
Nominee Director	<p>(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:</p> <p>(i) 2 (two) consecutive defaults in the payment of interest to the Debenture Holder(s);</p> <p>(ii) any default in creation of security for the Debentures; or</p> <p>(iii) any default on the part of the Company in redemption of the Debentures.</p> <p>(b) The Nominee Director shall not be liable to retire by rotation nor required to hold any qualification shares.</p> <p>(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.</p> <p>(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.</p>

NOTES:

1. If there is any change in Interest Rate pursuant to any event including elapse of certain time period or downgrade in rating, then such new Interest Rate and events which lead to such change should be disclosed.
2. The list of documents which has been executed or will be executed in connection with the issue and subscription of debt securities shall be annexed.
3. The penal interest rates mentioned above as payable by the Issuer are independent of each other.
4. The Issuer shall provide granular disclosures in their Key Information Document, with regards to the "*Object of the Issue*" including the percentage of the issue proceeds earmarked for each of the "*object of the issue*".

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

5. While the debt securities are secured to the tune of 1.25x (one decimal two five) times of the aggregate value of the Secured Obligations in favour of Debenture Trustee, it is the duty of the Debenture Trustee to monitor that the security is maintained,
6. The Issuer hereby undertakes that the assets on which the first ranking exclusive and continuing charge is created by the Company in favour of the Debenture Trustee to secure the obligations of the Company in relation to the Debentures under the terms of the Deed of Hypothecation, being the Hypothecated Assets, are free from any encumbrances. The Company further undertakes that given that the charge proposed to be created is a first ranking exclusive and continuing charge, no permission or consent to create a second or *pari-passu* charge on the assets of the Issuer is required to be obtained from any creditor (whether or not existing) of the Issuer. All disclosures made in this Key Information Document with respect to creation of security are in conformity with the clauses of Debenture Trustee Agreement. The Company also undertakes that the information on consents / permissions required for creation of further charge on assets is adequately disclosed in this Key Information Document.
7. All disclosures made in this Key Information Document with respect to creation of security are in conformity with the clauses of debenture trustee agreement. Debentures shall be considered as secured only if the charged asset is registered with Sub-registrar and Registrar of Companies or CERSAI or Depository etc., as applicable, or is independently verifiable by the Debenture Trustee.

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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/Instrument 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, Registrar of Companies, Central Registry of Securitization Asset Reconstruction and Security Interest (CERSAI) etc**

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

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 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 Holders, 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 Holders 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 Income Tax Act, 2025 ("**IT Act**") or any other statutory modification or re-enactment thereof, as applicable. Debenture Holders desirous of claiming non-deduction or lower deduction of tax at source under applicable laws, as the case may be, shall be required to submit the declaration/certificates as per format prescribed under applicable laws with the Issuer and the RTA at the below mentioned address on or prior to the relevant Record Date for payment of interest on the Debentures:

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	finance@monedo.in	Sachin.Shinde@ndml.in
Tel. No.	+91 8779734619	+91 9870455759
Fax No.	NA	NA

Link for online submission	NA	NA
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- (b) In case of non-receipt of such prescribed declaration/ certificate from the Debenture Holders claiming non-deduction or lower deduction of tax at source under applicable laws, on or prior to the relevant Record Date, the Issuer shall make TDS deductions in accordance with the prescribed rates prior to credit of interest on Debentures.
- (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 15H which can be given by Individuals who are of the age of 60 years or more (ii) Form 15G which can be given by all Debenture Holders (other than companies and firms), or (b) a certificate, from the Assessing Officer which can be obtained by all Debenture Holders (including companies and firms) by making an application in the prescribed form i.e. Form No. 13.
- (e) Debenture Holders may seek/ may be granted, as the case may be, non-deduction or lower deduction of tax at source in following instances under the 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 15G 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 15G cannot be submitted nor considered for exemption from tax deduction at source if the dividend income referred to in section 194, 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 15H 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 11 of the IT Act and who are also statutorily not required to file return of income as per Section 263 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 Holders would be required to directly take up with the tax authorities for refund, if any

18. Further Borrowings

The Issuer shall be entitled to make further issue of Debentures and/or raise further loans and/or avail of further deferred payment/guarantee facilities from time to time for such amounts and from such persons/public financial institutions/banks or any other financial corporations or body corporate on such basis as may be agreed with such lender. However, no such borrowings will have the benefit of the security interest created over the Hypothecated Assets granted to the Debenture Trustee and Debenture Holders under the Transaction Documents. The Issuer may also issue secured non-convertible debentures under the same ISIN(s) for the current and the future issues in accordance with Chapter VIII of the SEBI Listed NCDs Master Circular.

19. Transfer of Debentures

- (a) The Debentures shall be freely transferable and transmittable by the Debenture Holder(s) in whole or in part without the prior consent of the Issuer when made in accordance with the Transaction

Documents. 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.

- (b) Transfer and transmission of the Debentures shall be subject to the Depositories Act, 1996, the rules made thereunder, the byelaws, rules and regulations of the Depositories as amended from time to time.
- (c) It is clarified that the Issuer 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) shall not be entitled to any of the rights and privileges available to the shareholders of the Issuer including right to receive notices of or to attend and vote at general meetings.

If, however, 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).

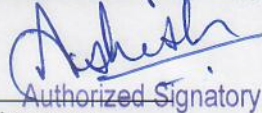
SECTION 8: DECLARATION

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 Pvt. Ltd.
For Monedo Financial Services Private Limited



Authorized Signatory

Authorised Signatory
Name: Mr. Ashish Kohli
Title: Managing Director & CEO
Date: 18.09.2026

For Monedo Financial Services Private Limited
For Monedo Financial Services Pvt. Ltd.



Authorised Signatory

Name: Mr. Pranabh Kapoor
Title: Company Secretary
Date: 18.09.2026

PART B

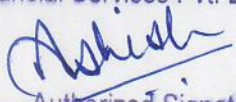
DECLARATION BY THE BOARD OF DIRECTORS THAT-

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.

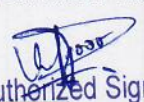
The persons set out below are authorized by the Resolutions to sign this form and declare that all the requirements of Companies Act, 2013 and the rules made thereunder in respect of the subject matter of this form and matters incidental thereto have been complied with. Whatever is stated in this form 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


Authorized Signatory

Authorised Signatory
Name: Mr. Ashish Kohli
Title: Managing Director & CEO
Date: 18.09.2026

For Monedo Financial Services Pvt. Ltd.


Authorized Signatory

Authorised Signatory
Name: Mr. Pranabh Kapoor
Title: Company Secretary
Date: 18.09.2026

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. Committee Resolution, Board Resolution and Shareholder's Resolutions

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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 June 9, 2026 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 Holders.

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	AU Small Finance Bank Limited
Beneficiary Name	Monedo Financial Services Private Limited
Nature of Account	Current
Account No.	2221234045611309
IFSC/NEFT Code	AUBL0002340
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.

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

- ⤴ 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

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

[Enclosed separately]

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ANNEXURE III: TERMS AND CONDITIONS OF DEBENTURE TRUSTEE AGREEMENT

[Enclosed separately]

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ANNEXURE IV: DUE DILIGENCE CERTIFICATES

[Enclosed separately]

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ANNEXURE V: DEBENTURE TRUSTEE CONSENT LETTER

[Enclosed separately]

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ANNEXURE VI: TERM SHEET

[Enclosed separately]

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

ANNEXURE VII: PERSONAL GUARANTEE

[Enclosed separately]

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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 June - 30, 2026) 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 June 30, 2026 -

Balance Tenure	Principal O/s (Rs. in Crores)
1 month	522.93
2-3 months	0
4-6 months	3.61
7-12 months	37.47
>12 months	124.26
Total	528.16
Product	Principal O/s (Rs. in Crores)
Supply Chain Financing	522.92
Healthcare Financing	3.59
SME Loan	0.03
Others	1.62
Total	528.16

Gross Loan Amt Bucket (Rs.)	Principal O/s (Rs. in Crores)
Upto 50,000	0.41
50,000 – 1,00,000	1.36
1,00,000 – 2,00,000	1.80
2,00,000 – 3,00,000	1.24
Above 3,00,000	523.35
	528.16

Industry Segment	Principal O/s (Rs. in Crores)
Supply Chain Financing	522.92
Healthcare Financing	3.59

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SME Loan	0.03
Others	1.62
Total	528.16

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	2,782.00	2,782.00	0.00	2,782.00	Current
BALAJI Enterprises	Proprietorship	Supply Chain	2,300.00	2,300.00	0.00	2,300.00	Current
DEXXON ELECTRICALS PRIVATE LIMITED	Pvt Ltd	Supply Chain	2,197.00	2,197.00	0.00	2,197.00	Current
SRI MEENAKSHI ENTERPRISES	Proprietorship	Supply Chain	2,150.00	2,150.00	0.00	2,150.00	Current
C C ADVERTISING	Proprietorship	Supply Chain	2,050.00	2,050.00	0.00	2,050.00	Current
DIVYASREE 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
SRI VARI INFRASTRUCTURES	Proprietorship	Supply Chain	1,850.00	1,850.00	0.00	1,850.00	Current
KRISHNA ENTERPRISES	Proprietorship	Supply Chain	1,800.00	1,800.00	0.00	1,800.00	Current
Arihant Laminates	Proprietorship	Supply Chain	1,304.88	1,304.88	0.00	1,304.88	Current
MANYATA ENTERPRISES .	Proprietorship	Supply Chain	1,300.00	1,300.00	0.00	1,300.00	Current
Arihant Marketing	Proprietorship	Supply Chain	1,255.75	1,255.75	0.00	1,255.75	Current
SRI LAKSHMI ENTERPRISE	Proprietorship	Supply Chain	1,254.99	1,254.99	0.00	1,254.99	Current
ZENITH AUTO COMPONENTS	Proprietorship	Supply Chain	1,249.98	1,249.98	0.00	1,249.98	Current
APEX ENGINEERING PRODUCTS	Proprietorship	Supply Chain	1,249.76	1,249.76	0.00	1,249.76	Current
Pooja Electricals and Hardwares	Proprietorship	Supply Chain	1,161.69	1,161.69	0.00	1,161.69	Current

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MARUTHI ELECTRICALS	Proprietorship	Supply Chain	1,100.00	1,100.00	0.00	1,100.00	Current
BALAJI MARKETING	Proprietorship	Supply Chain	1,077.81	1,077.81	0.00	1,077.81	Current
GREEN HITECH SOLUTIONS	Proprietorship	Supply Chain	1,000.00	1,000.00	0.00	1,000.00	Current
prefab nest	Proprietorship	Supply Chain	979.97	979.97	0.00	979.97	Current

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

Particulars	As at June 30, 2026
Standard	528.16
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 June 30, 2026
Supply Chain Financing	1287	522.92
Healthcare Financing	379	3.59
SME Loan	1	0.03
Others	197	1.62
Total	1864	528.16

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 30.06.2026 (Rs. in Crore)	%
Secured Borrowings	366.49	87.10%
Unsecured Borrowings	54.3	12.90%
Total	420.79	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
2	Unsecured	528.16
	Total assets under management (AUM)^{^^}	528.16

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

^Issuer is also required to disclose off balance sheet items;

Note: Off Balance sheet AUM: 27.57 cr

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	

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(A)	Mortgages (home loans and loans against property)	
(B)	Gold loans	
(C)	Vehicle finance	
(D)	MFI	
(E)	MSME	
(F)	Capital market funding (loans against shares, margin funding)	
(G)	Others	100%
2.	Wholesale	
(A)	Infrastructure	
(B)	Real estate (including builder loans)	
(C)	Promoter funding	
(D)	Any other sector (as applicable)	
(E)	Others	
	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	0.07%
2	50,000 – 1,00,000	0.25%
3	1,00,000 – 2,00,000	0.32%
4	2,00,000 – 3,00,000	0.22%
5	Above 3,00,000	99.13%
6	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	62.99%
2	Karnataka	30.43%
3	Andhra Pradesh	2.74%
4	Maharashtra	1.61%
5	Telangana	1.51%
	Total	99.29%

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

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

Movement of gross NPA*	Rs. Crore (As of June 30, 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 June 30, 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 June 30, 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	100%

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 June 30, 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	350.11	94.24	41.44	41.69	0.35	0.33	0	0	528.16
Investments (FDs)	0	0	0	24.57	0	0	0	0	24.57
Borrowings	8.76	8.05	12.08	69.97	102.57	124.76	94.6	0	420.79
FCA*	0	0	0	0	0	0	0	0	0
FCL*	0	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 June 30, 2026

Particulars	15 DAY TO 31 DAYS	OVER 1 MONTH TO 2 MONTHS	OVER 2 MONTHS TO 3 MONTHS	OVER 3 MONTHS TO 6 MONTHS	OVER 6 MONTHS TO 1 YEAR	OVER 1 YEAR TO 3 YEARS	OVER 3 YEARS TO 5 YEARS	OVER 5 YEARS	TOTAL AMOUNT
OUTFLOWS									
1) Capital									
1A) Equity And Perpetual Preference Shares	0	0	0	0	0	0	0	66.29	66.29
Tier II	0	0	0	0	0	0	0	0	0
1B) Non-Perpetual Preference Shares	0	0	0	0	0	0	0	33.69	33.69
2) Reserves & surplus									
Share Premium	0	0	0	0	0	0	0	42.05	42.05
Statutory/Special reserve U/S 45 IC (1)	0	0	0	0	0	0	0	8.55	8.55
Profit and Loss	0	0	0	0	0	0	0	-36.90	-36.90
3) Gifts, Grants, Donations & benefactions	0	0	0	0	0	0	0	0	0
4) Notes, Bonds									
4A) Plain Vanilla Bonds/Debentures	0	0	0	0	0	0	0	0	0

4B) Bonds/Debentures With Embedded Options/subordinated debt	0	0	0	0	0	0	0	0	0
4C) Fixed Rate Notes	0	0	0	0	0	0	0	0	0
5) Deposits									
5A) Term Deposits From Public	0	0	0	0	0	0	0	0	0
5B) ICD's	0	0	0	0.8	78	0	0	0	78.8
5C) CD's	0	0	0	0	0	0	0	0	0
6) Borrowings									
6A) Term Money Borrowings From Bank	0.5 8	0.58	0.58	1.75	2.33	0.0 0	0.0 0	0.0 0	5.83
6B) From PSU	0	0	0	0	0	0	0	0	0
6C) Other (NBFC)	8.2 2	7.50	6.54	15.55	10.45	113 .30	94. 60	0.0 0	256.1 6
6D) Cash credits, Working capital demand loans ,Commercial Papers & others	0	0	0	0	0	0	0	0	0
6E) NCD	0	0	0	0	69	11	0	0	80
7) Current Liabilities & Provisions									
7A) Sundry Creditors	0.0 4	0	0	0	0	0	0	0	0.04
7B) Expense Payable	6.5 5	0	0	0	5.40	0	0	0	11.95
7C) Advance Income Received	0	0	5.27	0	0	0	0	0	5.27
7D) Interest Payable On Bonds/Debentures/Deposits/Borrowings	2.6 9	0	0	0	0	0	0	0	2.69
7E) Provisions(Other Than For NPAs)	0	0	0	0	0	0.6 5	0	0	0.65
8) Contingent Liabilities									
8A) Letters Of Credit/Guarantees	0	0	0	0	0	0	0	0	0
8B) Loan Commitments Pending Disbursal	0	0	0	0	0	0	0	0	0
8C) Lines Of Credit Committed To Other Institutions	0	0	0	0	0	0	0	0	0
8D) Outflows On Account Of Forward Exchange Contracts, Rupee/Dollar Swap and Bills Rediscounted	0	0	0	0	0	0	0	0	0
9) Others									
9A) Branch Current Account	0	0	0	0	0	0	0	0	0
9B) Statutory Liabilities	0.8 3	0	0	0	0	0	0	0	0.83
9C) Provision for Taxation	0	0	0	0	2.31	0	0	0	2.31
9D)Provision for Standard Assets	0	0	0	0	0	0	0	0	0
9E) Provision for NPA	0	0	0	0	0	0	0	0	0
9F) Security Deposit	0	0	0	0	30.51	0	0	0	30.51
9G) Audit Fees	0	0	0	0	0	0	0	0	0

9H) Provision Covid -19	0	0	0	0	0	0	0	0	0
OUTFLOW TOTAL (A) =>	18.91	8.09	12.39	18.10	198.00	124.95	94.60	113.68	588.72
INFLOWS									
1) Cash	0	0	0	0	0	0	0	0	0
2) Remittance In Transit	0	0	0	0	0	0	0	0	0
3) Balance With Banks									
3A) Current Account	6.27	0	0	0	0	0	0	0	6.27
3B) Fixed Deposit	0	0	0	0	24.57	0	0	0	24.57
3C) Money At Call and short Notice	0	0	0	0	0	0	0	0	0
4) Investments(Net Of Provisions) Under Various Categories As Enumerated In Appendix-I									
4A) Mandatory Investments	0	0	0	0	0	0	0	0	0
4B) Non Mandatory Listed	0.01	0	0	0	0	0	0	0	0.01
4C) Non Mandatory Unlisted Securities	0	0	0	0	0	0	0	20.89	20.89
4D) Non Mandatory Unlisted Securities Having A Fixed Term Maturity	0	0	0	0	0	0	0	0	0
4E) Venture Capital Units	0	0	0	0	0	0	0	0	0
5) Advances(Performing)									
5A) Bills Of Exchange And Promissory Notes Discounted and rediscounted	0	0	0	0	0	0	0	0	0
5B) Term Loans(Only Rupee Loans)	350.11	94.24	41.44	41.69	0.35	0.33	0	0	528.16
5C) Corporate Loans/Short Term Loans	0	0	0	0	0	0	0	0	0
6) Non-Performing Loans (Net Of Provisions and ECGC Claims Received) Under Various Categories Enumerated In Appendix-I	0	0	0	0	0	0	0	0	0
7) Inflows From Assets On Lease/FL/SL	0	0	0	0	0	0	0	0	0
8) Fixed Assets(Excluding Assets On Lease)	0	0	0	0	0	0	0	1.53	1.53
9) Other Assets	0	0	0	0	0	0	0	0	0
9A) Intangible Assets & Other Non Cash-Flow Items	0	0	0	0	0	0	0	0	0
9B) Interest And Other Income Receivable	0	0	0	0	0	0	0	0	0
9C) Others	0	0	0	0	0	0	0	0	0
10) Lines Of Credit Committed By Other Institutions(Inflows)	0	0	0	0	0	0	0	0	0
11) Bills Rediscounted(Inflows)	0	0	0	0	0	0	0	0	0

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12) Inflows On Account Of Forward Exchange Contracts,Dollar/Rupee Swap (Sell/Buy)	0	0	0	0	0	0	0	0	0
13) Others	0	0	0	0	0	0	0	0	0
13A) Debtors	0	0	0	0	0.36	0	0	0	0.36
13B) Other advances	0	0	0	0	3.52	0	0	0	3.52
13C)Receivables under financing activity	0	0	0	0	0	0	0	0	0
13D) DTA	0	0	0	0	3.41	0	0	0	3.41
13E)	0	0	0	0	0	0	0	0	0
INFLOW TOTAL (B) =>	356.39	94.24	41.44	41.69	32.21	0.33	0	22.42	588.72
C.MISMATCH (B-A)	337.48	86.15	29.05	23.59	165.79	124.62	94.60	91.26	0.00
D.CUMULATIVE MISMATCH	337.48	423.64	452.68	476.27	310.48	185.85	91.26	0.00	2277.66

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ANNEXURE IX: PAS-4

[Enclosed separately]

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