

KEY INFORMATION DOCUMENT



SAMUNNATI FINANCE PRIVATE LIMITED ("Issuer" / "Company")

A private limited company incorporated under the Companies Act, 2013

Key Information Document for issue of Debentures on a private placement basis

Dated: April 23, 2025

THIS KEY INFORMATION DOCUMENT IS IN RELATION TO THE ISSUE OF UP TO 25,000 (TWENTY-FIVE THOUSAND) SENIOR, SECURED, LISTED, RATED, TRANSFERABLE, REDEEMABLE, NON-CONVERTIBLE DEBENTURES EACH HAVING A FACE VALUE OF INR 10,000/- (INDIAN RUPEES TEN THOUSAND ONLY) AGGREGATING TO INR 25,00,00,000/- (INDIAN RUPEES TWENTY-FIVE CRORE ONLY) ("DEBENTURES" / "NCDS"), BY WAY OF A PRIVATE PLACEMENT (THE "ISSUE"), BY SAMUNNATI FINANCE PRIVATE LIMITED (THE "COMPANY" OR "ISSUER").

Type of Placement Memorandum: Key Information Document for Private Placement prepared as per Regulation 45(1), Regulation 50A(1) read with Schedule I of SEBI NCS Regulations.

Date: April 23, 2025

NEITHER THE ISSUER NOR ANY OF ITS PROMOTERS OR DIRECTORS HAS BEEN DECLARED AS A WILFUL DEFAULTER.

This Key Information Document contains relevant information and disclosures required to be made by the Company under SEBI NCS Regulations and the Companies Act for issuance of NCS pursuant to the relevant Key Information Document.

OFFER OF DEBENTURES UNDER KEY INFORMATION DOCUMENT




This Key Information Document dated April 23, 2025 is in addition to the General Information Document with Srl. No. 01/2025 dated March 05, 2025. The General Information Document shall be valid for period of 1 (one) year from the date of opening of the first offer of Debentures under the General Information Document.

DISCLOSURES AS PER SEBI DEBT LISTING REGULATIONS:

*** Please refer pages 1-5 for all information required to be placed on the front page of a key information document as per Schedule I of the Securities and Exchange Board of India (Issue and Listing of Non-Convertible Securities) Regulations, 2021.*

Please see below the disclosures as required under the terms of the SEBI Debt Listing Regulations (as defined below):

S.no	Particulars	Relevant Disclosure
1.	Corporate Identity Number of the Issuer:	U65990TN2021PTC146392
2.	Permanent Account Number of the Issuer:	ABGCS8966H
3.	Date and place of Incorporation of the Issuer:	Date of incorporation: September 22, 2021 Place of incorporation: Chennai, India
4.	Latest registration / identification number issued by any regulatory authority which regulates the Issuer (in this case the RBI):	N-07-00908
5.	Registered Office address of the Issuer:	Baid Hi Tech Park, 7th Floor, No 129-B, ECR Road, Thiruvananthapuram, Chennai - 600041, India

6.	Corporate Office address of the Issuer:	Baid Hi Tech Park, 7th Floor, No 129-B, ECR Road, Thiruvananthapuram, Chennai - 600041, India
7.	Telephone No of the Issuer:	+91 044-66762400
8.	Website address of the Issuer:	www.samunnati.com
9.	Email address of the Issuer:	secretarial@samunnati.com
10.	Details of Compliance officer of the Issuer:	Name: Suraj Sharma Telephone Number: 8208875982 Email address: suraj.sharma@samunnati.com
11.	Details of Company Secretary of the Issuer:	Name: Suraj Sharma Telephone Number: 8208875982 Email address: suraj.sharma@samunnati.com
12.	Details of Chief Financial Officer of the Issuer:	Nil
13.	Details of Promoters of the Issuer:	Name: Anil Kumar S G Telephone Number: +91 044 66762400 Email address: anil.sg@samunnati.com
14.	Details of debenture trustee for the Issue:	 <p>CATALYST Believe In Yourself... Trust Us!</p> <p>Catalyst Trusteeship Limited Address: GDA House, Plot No. 85, Bhusari Colony (Right), Paud Road, Pune - 411038 Corporate Address: Catalyst Trusteeship Limited, No-901, 9th Floor, Tower-B, Peninsula Business Park, Senapati Bapat Marg, Lower Parel (W), Mumbai-400013 Tel No: +91 22 4922 0555 Email: ComplianceCTL-Mumbai@ctltrustee.co Contact Person: Mr. Umesh Salvi, Managing Director CIN: U74999PN1997PLC110262</p>
15.	Details of lead manager(s) (applicable in case of public issue):	Not applicable as the Debentures under this Key Information Document are being issued on private placement basis.
16.	Details of statutory auditors of the Issuer:	<p>Name: V. Narayanan & Co. Address: No. 23, Sir C V Raman Road, Alwarpet, Chennai - 600018, India</p>  <p>Logo: Telephone Number: +91 4424995550 Email address: vnctvl@vncindia.com Contact Person: Mr. Dileep Thammana Peer review no.: 014173</p>
17.	Details of credit rating agency:	<p>India Ratings and Research Private Limited</p>  <p>Logo: Address: WOCKHARDT TOWERS, 4th Floor, Wockhardt Towers, West Wing, 4, G Block BKC, Bandra Kurla Complex, Bandra East, Mumbai, Maharashtra 400051 Corporate Address: WOCKHARDT TOWERS, 4th Floor, Wockhardt Towers, West Wing, 4, G Block BKC, Bandra Kurla Complex, Bandra East, Mumbai, Maharashtra 400051 Tel No: +91 22 40001757 Email: ankit.bhatra@indiaratings.co.in Contact Person: Ankit</p>

18.	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.
19.	Date of this Key information document:	April 23, 2025
20.	Type of Issue Document:	This Key Information Document is being issued in relation to the private placement basis of the Debentures.
21.	The nature, number, price and amount of securities offered and issue size (base issue or green shoe), as may be applicable:	Up to 25,000 (Twenty-Five Thousand) listed, rated, senior, secured, transferable, redeemable, non-convertible debentures each having a face value of INR 10,000/- (Indian Rupees Ten Thousand Only) aggregating to INR 25,00,00,000/- (Indian Rupees Twenty-Five Crores Only) (" NCDs ") / " Debentures ")
22.	Details of Registrar to the Issue:	<p>Integrated Registry Management Services Private Limited</p>  <p>Address: 2 nd Floor, "Kences Towers", Ramakrishna Street, North Usman Road, T. Nagar, Chennai - 600 017 Tel No. +91 99401-64773 Email: corpserve@integratedindia.in / Yuvraj@integratedindia.in Contact Person: Yuvaraj SEBI Registration Number: INR000000544 CIN: U74900TN2015PTC101466 Website: https://www.integratedindia.in/</p>
23.	Details of Merchant Banker	<p>SKI CAPITAL SERVICES LIMITED</p>  <p>Name: SKI CAPITAL SERVICES LIMITED Address: Address: 718, Dr Joshi Road, Karol Bagh, New Delhi- 110005 Tel No.: +91-011-41189899 Contact Person: Manick Wadhwa Email: dcm@skicapital.net Website: https://www.skicapital.net/</p>
24.	Issue Schedule	<p>Issue Opening Date: April 25, 2025 Issue Closing Date: April 25, 2025 Pay in Date: April 28, 2025 Deemed Date Of Allotment: April 28, 2025 Date of earliest closing of the Issue (if any): April 25, 2025</p>
25.	The credit rating (cross reference of press release to be provided) of the Issue along with all the ratings obtained by the Issuer for the Issue:	<p>The Debentures proposed to be issued by the Issuer have been rated by India Ratings ("India Ratings" / "IND BBB/Stable"). The Rating Agency has vide its letter dated April 15, 2025 and rating rationale dated March 24, 2025 assigned a rating of "BBB/Stable" (pronounced as "BBB") with 'Stable' outlook in respect of the Debentures.</p> <p>The above rating is not a recommendation to buy, sell or hold securities and investors should take their own decision. The ratings may be subject to revision or withdrawal at any time by the rating agency and should be evaluated independently of any other ratings.</p> <p>Please refer to Annexure II of this Key Information Document for the letter dated April 23, 2025 and rating rationale dated March 24, 2025</p>

		from the Rating Agency assigning the credit rating abovementioned and the press release by the Rating Agency in this respect.												
26.	The name(s) of the stock exchanges where the securities are proposed to be listed:	The Debentures are proposed to be listed on the wholesale debt market of the BSE Limited.												
27.	The details of eligible investors (applicable in case of private placement):	Please refer to Section 8.14 (Eligible Investors) below.												
28.	Coupon/ dividend rate, coupon/ dividend payment frequency, redemption date, redemption amount and details of debenture trustee	<p>Please refer to Section Error! Reference source not found. (Summary Terms) of this Key Information Document for the coupon rate, the coupon payment frequency, the redemption date and redemption amount in respect of the Debentures.</p> <p>The details of Debenture Trustee are provided under S. No. 14 above.</p>												
29.	Details about underwriting of the issue including the amount undertaken to be underwritten by the underwriters:	Not applicable.												
30.	Inclusion of a compliance clause in relation to electronic book mechanism and details pertaining to the uploading the general information document on the Electronic Book Provider Platform (applicable in case of private placement).	Please refer Section 8.9 (Issue Procedure) below												
31.	<p>Terms in relation to electronic book mechanism and details pertaining to the uploading of the General Information Document on the Electronic Provider Platform.</p>	<p>Please note that the Company shall have the option to access EBP Platform for the issuance of each Series of Debentures, depending on the size of such Series.</p> <p>This Issue, offer and subscription to the Debentures constituting the relevant Series may be made by the Eligible Investors through the electronic book mechanism as prescribed by SEBI and NSE/BSE under the EBP Guidelines (as defined below) by placing bids on the EBP Platform during the period of the Issue. The Eligible Investors should also refer to the operational guidelines of the EBP in this respect. The disclosures required pursuant to the EBP Guidelines (as defined below) are set out herein below:</p> <table><tr><td>Details of size of issue and green shoe option, if any Provided that the green shoe portion shall not exceed five times the base issue size</td><td>Up to 25,000 (Twenty Five Thousand) Senior, Secured, Listed, Rated, Transferable, Redeemable, Non-Convertible Debentures each having a face value of INR 10,000/- (Indian Rupees Ten Thousand Only) aggregating to INR 25,00,00,000/- (Indian Rupees Twenty-Five Crores Only) Green Shoe Option: Nil</td></tr><tr><td>Anchor Portion details</td><td>No</td></tr><tr><td>Interest Rate Parameter</td><td>Fixed Coupon</td></tr><tr><td>Bid opening date</td><td>April 25, 2025</td></tr><tr><td>Bid Closing Date</td><td>April 25, 2025</td></tr><tr><td>Minimum Bid lot</td><td>Rs. 1,00,00,000/- (Rupees One Crore only) and in multiples of Rs. 10,000/- (Rupees Ten Thousand only) thereafter</td></tr></table>	Details of size of issue and green shoe option, if any Provided that the green shoe portion shall not exceed five times the base issue size	Up to 25,000 (Twenty Five Thousand) Senior, Secured, Listed, Rated, Transferable, Redeemable, Non-Convertible Debentures each having a face value of INR 10,000/- (Indian Rupees Ten Thousand Only) aggregating to INR 25,00,00,000/- (Indian Rupees Twenty-Five Crores Only) Green Shoe Option: Nil	Anchor Portion details	No	Interest Rate Parameter	Fixed Coupon	Bid opening date	April 25, 2025	Bid Closing Date	April 25, 2025	Minimum Bid lot	Rs. 1,00,00,000/- (Rupees One Crore only) and in multiples of Rs. 10,000/- (Rupees Ten Thousand only) thereafter
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Interest Rate Parameter	Fixed Coupon													
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		<table><tr><td>Manner of bidding in the Issue</td><td>Open</td></tr><tr><td>Manner of allotment in the Issue</td><td>The allotment will be done on Uniform Yield basis in accordance with EBP Guidelines.</td></tr><tr><td>Manner of settlement in the Issue</td><td>ICCL</td></tr><tr><td>Settlement cycle</td><td>T+1</td></tr><tr><td>Listing Period</td><td>T+3; where T refers to the date of bid opening date / issue opening date Settlement of the Issue will be on April 28, 2025.</td></tr></table>	Manner of bidding in the Issue	Open	Manner of allotment in the Issue	The allotment will be done on Uniform Yield basis in accordance with EBP Guidelines.	Manner of settlement in the Issue	ICCL	Settlement cycle	T+1	Listing Period	T+3; where T refers to the date of bid opening date / issue opening date Settlement of the Issue will be on April 28, 2025.
Manner of bidding in the Issue	Open											
Manner of allotment in the Issue	The allotment will be done on Uniform Yield basis in accordance with EBP Guidelines.											
Manner of settlement in the Issue	ICCL											
Settlement cycle	T+1											
Listing Period	T+3; where T refers to the date of bid opening date / issue opening date Settlement of the Issue will be on April 28, 2025.											
32.	Specific declaration requested by BSE: non-equity regulatory capital	This issue of Debentures does not form part of non-equity regulatory capital mentioned under Chapter V of the SEBI ILNCS Regulations. The face value of each Debenture is INR 10,000 (Indian Rupees Ten Thousand)										
33.	Reissuance of Debentures	The Issuer reserves the right to make multiple issuances under the same ISIN. Any such issue can be made either by way of creation of a fresh ISIN or by way of issuance under an existing ISIN at premium/par/discount as the case may be.										

Background	
<p>This Key Information Document contains relevant information and disclosures required for issue of the Debentures. The issue of the Debentures comprised in the Issue and described under this Key Information Document has been authorised by the Issuer through resolutions passed by the shareholders of the Issuer on February 14, 2025 and the Board of Directors of the Issuer on February 13, 2025, and the Finance Committee of the Board of Directors of the issuer dated April 23, 2025 and the Memorandum and Articles of Association of the Company. Pursuant to the resolution passed by the Company's shareholders dated February 24, 2025 in accordance with provisions of the Companies Act, 2013, the Company has been authorised to raise funds, by way of issuance of non-convertible debentures, upon such terms and conditions as the Board may think fit.</p>	

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

Issue Schedule	
Particulars	Date
Issue Opening Date	April 25, 2025
Issue Closing Date	April 25, 2025
Pay In Date	April 28, 2025
Deemed Date of Allotment	April 28, 2025

DISCLAIMERS	
➤	This Key Information Document contains no unsubstantiated forward-looking statements. To the extent there are any unsubstantiated forward-looking statements under this Key Information Document, such statements shall be considered to be null and void.
➤	This issue document does not include any statement purporting to be made by an expert other than if the expert is a person who is not, and has not been, engaged or interested in the formation or promotion or management, of the Issuer and has given their written consent to this issue of this Key Information Document and has not withdrawn such consent before the delivery of a copy of this Key Information Document to the Registrar (as applicable) for registration.

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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.

TERM	DEFINITION/PARTICULARS
Act or Companies Act	means the Companies Act, 2013, and shall include any re-enactment, amendment or modification of the Companies Act, 2013, as in effect from time to time.
Allot/Allotment/Allotted	means the allotment of any Debentures pursuant to the Debt Disclosure Documents.
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.
Applicant	means, a person who has submitted a completed Application Form to the Issuer, and " Applicants " shall be construed accordingly.
Application Form	means, the form used by the recipient of the relevant Key Information Document, to apply for subscription to the Debentures offered pursuant to such Key Information Document, which is in the form annexed to the relevant Key Information Document.
Application Money	means, the subscription amounts paid by the Applicant at the time of submitting the Application Form.
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.
Board / Board of Directors	means the Board of Directors of the Issuer.
BSE	means BSE Limited.
Business Day	means any day, (other than a Sunday or a public holiday under Section 25 of the Negotiable Instruments Act, 1881) on which the commercial banks are open for business in New Delhi, India. For the purpose of this definition, in respect of: <ul style="list-style-type: none"> (a) <u>Announcement of issue period</u>: Business Day shall mean all days, excluding Saturdays, Sundays and public holidays, on which commercial banks in New Delhi, India are open for business. (b) <u>The time period between the Issue Closing Date and the listing of the Debentures on the BSE</u>: Business Day shall mean all trading days of the stock exchanges for non-convertible securities, excluding Saturdays, Sundays and bank holidays, as specified by SEBI.
CDSL	means the Central Depository Services (India) Limited.
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/Issuer	Samunnati Finance Private Limited, a company incorporated under the Companies Act, 2013 having corporate identification number U65990TN2021PTC146392 and registered as a non-banking financial company with the Reserve Bank of India, having its registered office at Baid Hi Tech Park, 7th Floor, No 129-B, ECR Road, Thiruvanniyur, Chennai - 600041, India.
Crore	means ten million
Debenture Holders / Investors	means, in respect of any series of Debentures issued pursuant to this Key Information Document and the relevant Key Information Document for the relevant issuance of Debentures, each person who is:

	<p>(a) registered as a Beneficial Owner; and</p> <p>(b) registered as a debenture holder in the Register of Debenture Holders,</p> <p>and (b) shall be deemed to include transferees of the Debentures registered with the Issuer and the Depository(ies) from time to time, and in the event of any inconsistency between (a) and (b) above, (a) shall prevail,</p> <p>and "Debenture Holder" shall be construed accordingly.</p>
Debenture Trust Deed/DTD	means, means the debenture trust deed executed / to be executed by and between the Debenture Trustee and the Issuer <i>inter alia</i> setting out the terms upon which the relevant Debentures are being issued and shall include the representations and warranties and the covenants to be provided by the Issuer.
Debenture Trustee	Trustee for the Debenture Holder(s), in this case being Catalyst Trusteeship Limited.
Debenture Trustee Agreement	means, means the debenture trustee agreement executed / to be executed by and between the Debenture Trustee and the Issuer for the purposes of appointment of the Debenture Trustee to act as debenture trustee in connection with the issuance of the relevant Debentures.
Debentures/NCDs	means any issue or series of non-convertible debentures (senior, secured, rated, listed, taxable, redeemable, transferable (or any others (as may be determined)) issued pursuant to this Key Information Document and the relevant Key Information Document for the relevant issuance of Debentures.
Debt Disclosure Documents or Disclosure Documents	means the General Information Document, together with this Key Information Document, and/or PPOA for the relevant issuance of Debentures.
Debt Listing Regulations or SEBI Debt Listing Regulations or SEBI NCS Regulations or SEBI ILNCS Regulations	means the Securities and Exchange Board of India (Issue and Listing of Non-Convertible Securities) Regulations, 2021, as amended, modified, supplemented or restated from time to time.
Deed of Hypothecation	means, the unattested deed of hypothecation executed/to be executed by the Company in favour of the Debenture Trustee.
Deemed Date of Allotment	means, the deemed date of allotment set out in the relevant Key Information Document for the relevant issuance of Debentures.
Demat	means dematerialized securities which are securities that are in electronic form, and not in physical form, with the entries noted by the Depository.
Depositories Act	means the Depositories Act, 1996, as amended from time to time
Depositories	means the depositories with which the Issuer has made arrangements for dematerialising the Debentures, being NSDL and CDSL, and "Depository" means any one of them.
Depository Participant / DP	A depository participant as defined under the Depositories Act
Director(s)	means the director(s) of the Issuer.
DP ID	Depository Participant Identification Number.
DRR	has the meaning given to it in Section 5.33 (<i>Other Details</i>) of this Key Information Document.
Due Dates	means, collectively, each Interest Payment Date, the Final Redemption Date, and all other dates on which any interest, additional interest or liquidated damages and/or any other amounts, are due and payable, and "Due Date" shall be construed accordingly.
EBP Platform	has the meaning given to it under the EBP Requirements.

EBP Requirements or SEBI EBP Requirements	means the requirements with respect to electronic book mechanism prescribed in Chapter VI (<i>Electronic Book Provider platform</i>) of the Listed NCDs Master Circular, and the operational guidelines issued by the relevant Electronic Book Provider, as may be restated, amended, modified or updated from time to time.
EFT	Electronic Fund Transfer
Electronic Book Provider / EBP	has the meaning given to it under the EBP Requirements.
Eligible Investors	has the meaning given to it in Section 8.14 (<i>Eligible Investors</i>) of this Key Information Document.
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
General Information Document	The general information document No. 01/2025 dated March 5, 2025 issued by the Issuer.
Governmental Authority	means any government (central, state or otherwise) or any governmental agency, semi-governmental or judicial or quasi-judicial or administrative entity, department or authority, agency or authority including any stock exchange or any self-regulatory organisation, established under any Applicable Law, and "Governmental Authorities" shall be construed accordingly.
Holding Company	Samunnati Agri Value Chain Solutions Private Limited
ICCL	means the Indian Clearing Corporation Limited.
Interest Rate	means, the interest rate set out in the relevant Key Information Document for the relevant issuance of Debentures.
Issue	means the issue of Debentures on a private placement basis.
Issue Closing Date	April 25, 2025
Issue Opening Date	April 25, 2025
Key Information Document	means this key information document dated April 23, 2025 supplementing the General Information Document which sets out the terms and conditions for the issue and offer of the Debentures by the Issuer on a private placement basis and contains the relevant information in this respect.
Listed NCDs Master Circular	means the master circular issued by SEBI bearing the reference number SEBI/HO/DDHS/PoD1/P/CIR/2024/54 dated May 22, 2024 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
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.
LODR Master Circular or SEBI LODR Master Circular	means the master circular issued by SEBI bearing reference number SEBI/HO/CFD/PoD2/CIR/P/2023/120 dated July 11, 2023 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> ", as amended, modified, or restated from time to time.
Majority Debenture Holders	means, in respect of any series of Debentures issued pursuant to this Key Information Document and the relevant Key Information Document for the relevant issuance of Debentures, the majority debenture holders set out in the relevant Key Information Document for the relevant issuance of Debentures.
Merchant Banker	SKI Capital Services Limited having its office at 718, Dr Joshi Road, Karol Bagh, New Delhi- 110005.
N.A.	Not Applicable
NBFC	Non-banking financial company

NBFC Directions	means the Master Direction - Reserve Bank of India (Non-Banking Financial Company - Scale Based Regulation) Directions, 2023 dated October 19, 2023 and the RBI's circular no. DOR (NBFC).CC.PD.No.109/22.10.106/2019-20 dated March 13, 2020 on " <i>Implementation of Indian Accounting Standards</i> ", each as amended, modified, or restated from time to time.
NSDL	means the National Securities Depository Limited
Outstanding Amounts	means, at any date, the Outstanding Principal Amounts together with any interest, additional interest, costs, fees, charges, and other amounts payable by the Issuer in respect of the Debentures
Outstanding Principal Amount	means, at any date, the principal amounts outstanding under the Debentures.
MFI	Non-banking financial company - micro-finance institution
PAN	Permanent Account Number
Private Placement Offer cum Application Letters/PPOA	means, the private placement offer cum application letters prepared in compliance with Section 42 of the Companies Act, 2013 read with the Companies (Prospectus and Allotment of Securities) Rules, 2014 issued by the Issuer in respect of the Debentures.
Purpose	has the meaning given to it in Section 5.39 (<i>Summary Terms</i>) of this Key Information Document.
Rating	means a credit rating for the Debentures from the Rating Agency, which has affirmed/re-affirmed a rating of "BBB" (pronounced as "BBB") through its letter dated April 15, 2025
Rating Agency	means as defined in the relevant Key Information Document
RBI	Reserve Bank of India.
Record Date	15 (fifteen) calendar days prior to the Interest Payment Date, Redemption Date, Scheduled Maturity Date or any date on which on which any payment is to be made by the Company/ the Debenture Trustee to the Debenture Holders in accordance with the terms of the Debentures, on the basis of which, the determination of the persons entitled to receive payment of the accrued Interest, redemption of principal and other payments, if any, as the case may be, in respect of the Debentures shall be made.
REF / Recovery Expense Fund	means the recovery expense fund established/to be established and maintained by the Issuer in accordance with the provisions of Chapter IV (<i>Recovery Expenses Fund</i>) of the SEBI Debenture Trustees Master Circular.
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/R&T Agent	means the registrar and transfer agent appointed for the issue of Debentures, being as per the relevant Key Information Document.
ROC	means the jurisdictional registrar of companies.
Rs. / INR	Indian Rupees.
RTGS	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 Debenture Trustees Master Circular or Master Circular for Debenture Trustee	means the master circular issued by SEBI bearing reference number SEBI/HO/DDHS-PoD3/P/CIR/2024/46 dated May 16, 2024 on " <i>Master Circular for Debenture Trustees</i> " to the extent applicable in respect of the private placement of debt securities, as amended, modified, supplemented or restated from time to time.
SEBI Listed Debentures Circulars	means, collectively, the Listed NCDs Master Circular, the SEBI Debenture Trustees Master Circular, and (to the extent applicable) the LODR Regulations.

SEBI Listing Timelines Requirements	means the requirements in respect of the timelines for listing of debt securities issued on a private placement basis prescribed in Chapter VII (<i>Standardization of timelines for listing of securities issued on a private placement basis</i>) of the Listed NCDs Master Circular, read with, to the extent applicable, the SEBI EBP Requirements.
SEBI EBP Requirements	means the requirements with respect to electronic book mechanism prescribed in Chapter VI (<i>Electronic Book Provider platform</i>) of the 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.
SEBI Merchant Banker Regulations	means the Securities and Exchange Board of India (Merchant Bankers) Regulations, 1992, as amended from time to time.
Terms & Conditions	The terms and conditions pertaining to the Issue as outlined in the Transaction Documents.
Transaction Documents	means, the transaction documents executed for the relevant issuance of Debentures (including without limitation, the Debenture Trust Deed, the Debenture Trustee Agreement, the Debt Disclosure Documents, and any other document that may be designated as a Transaction Document by the Debenture Trustee), and "Transaction Document" means any of them.
WDM	Wholesale Debt Market
Wilful Defaulter	means an Issuer who is categorized as a wilful defaulter by any Bank or financial institution or consortium thereof, in accordance with the guidelines on wilful defaulters issued by the Reserve Bank of India and includes an issuer whose director or promoter is categorized as such.

SECTION 2: NOTICE TO INVESTORS AND DISCLAIMERS

Please refer to Section 2 (*Notice to Investors and Disclaimers*) of the General Information Document for the undertakings of the Issuer in respect of the issuance of Debentures.

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

ISSUER'S DISCLAIMER

This Key Information Document or PPOA for the relevant issuance of Debentures is neither a prospectus nor a statement in lieu of a prospectus and should not be construed to be a prospectus or a statement in lieu of a prospectus under the Companies Act. This Key Information Document or PPOA for the relevant issuance of Debentures is not an offer or invitation under Section 42 of the Companies Act 2013. An offer will be made to identified Eligible Investors acceptable to the Issuer pursuant to a serially numbered and specifically addressed Debt Disclosure Document(s).

The issue of the Debentures to be listed on the WDM segment of the BSE is being made strictly on a private placement basis. Multiple copies hereof given to the same entity shall be deemed to be given to the same person and shall be treated as such. This Key Information Document or PPOA for the relevant issuance of Debentures does not constitute and shall not be deemed to constitute an offer or invitation to subscribe to the Debentures to the public in general.

As per the applicable provisions, it is not necessary for a copy of this Key Information Document or PPOA for the relevant issuance of Debentures to be filed or submitted to the SEBI for its review and/or approval. This Key Information Document or PPOA for the relevant issuance of Debentures has been prepared in conformity with the SEBI Debt Listing Regulations as amended from time to time and applicable RBI regulations governing private placements of debentures by NBFCs. This Key Information Document or PPOA for the relevant issuance of Debentures has been prepared solely to provide general information about the Issuer to Eligible Investors to whom it is addressed and who are willing and eligible to subscribe to the Debentures. This Key Information Document or PPOA for the relevant issuance of Debentures does not purport to contain all the information that any Eligible Investor may require. Further, this Key Information Document or PPOA for the relevant issuance of Debentures has been prepared for informational purposes relating to this transaction only and upon the express understanding that it will be used only for the purposes set forth herein.

Neither this Key Information Document or PPOA for the relevant issuance of Debentures nor any other information supplied in connection with the Debentures is intended to provide the basis of any credit or other evaluation and any recipient of this Key Information Document or PPOA for the relevant issuance of Debentures should not consider such receipt as a recommendation to subscribe to any Debentures. Each potential Investor contemplating subscription to any Debentures should make its own independent investigation of the financial condition and affairs of the Issuer, and its own appraisal of the creditworthiness of the Issuer. Potential investors should consult their own financial, legal, tax and other professional advisors as to the risks and investment considerations arising from an investment in the Debentures and should possess the appropriate resources to analyze such investment and the suitability of such investment to such potential Investor's particular circumstances.

The Issuer confirms that, as of the date hereof, this Key Information Document or PPOA for the relevant issuance of Debentures (including the documents incorporated by reference herein, if any) contains all the information that is material in the context of the Issue and regulatory requirements in relation to the Issue and is accurate in all such material respects. No person has been authorized to give any information or to make any representation not contained or incorporated by reference in this Key Information Document or PPOA for the relevant issuance of Debentures or in any material made available by the Issuer to any potential Investor pursuant hereto and, if given or made, such information or representation must not be relied upon as having being authorized by the Issuer. The Issuer certifies that the disclosures made in this Key Information Document/ General Information Document and/or the Private Placement Offer cum Application Letters are adequate and in conformity with the SEBI Debt Listing Regulations and the Companies (Prospectus and Allotment of Securities) Rules, 2014. Further, the Issuer accepts no responsibility for statements made otherwise than in the Key Information Document/ General Information Document or any other material issued by or at the instance of the Issuer and anyone placing reliance on any source of information other than this Key Information Document/ General Information Document would be doing so at its own risk.

This Key Information Document or PPOA for the relevant issuance of Debentures and the respective contents hereof respectively, are restricted only for the intended recipient(s) who have been addressed directly and specifically through a communication by the Issuer and only such recipients are eligible to apply for the Debentures. All Investors are required to comply with the relevant regulations/guidelines applicable to them for investing in this Issue. The contents of this Key Information Document or PPOA for the relevant issuance of Debentures are intended to be used only by those Investors to whom it is distributed. It is not intended for distribution to any other person and should not be reproduced by the recipient.

No invitation is being made to any persons other than those to whom Application Forms along with this Key Information Document or PPOA for the relevant issuance of Debentures being issued have been sent. Any application by a person to whom the Key Information Document or PPOA for the relevant issuance of Debentures have not been sent by the Issuer shall be rejected without assigning any reason.

The person who is in receipt of this Key Information Document or PPOA for the relevant issuance of Debentures shall not reproduce or distribute in whole or in part or make any announcement in public or to a third party regarding the contents hereof without the consent of the Issuer. The recipient agrees to keep confidential all information provided (or made available hereafter), including, without limitation, the existence and terms of the Issue, any specific pricing information related to the Issue or the amount or terms of any fees payable to us or other parties in connection with the Issue. This Key Information Document or PPOA for the relevant issuance of Debentures may not be photocopied, reproduced, or distributed to others at any time without the prior written consent of the Issuer. Upon request, the recipients will promptly return all material received from the Issuer (including this Key Information Document or PPOA for the relevant issuance of Debentures without retaining any copies hereof. If any recipient of this Key Information Document or PPOA for the relevant issuance of Debentures decide not to participate in the Issue, that recipient must promptly return this Key Information Document or PPOA for the relevant issuance of Debentures and all reproductions whether in whole or in part and any other information statement, notice, opinion, memorandum, expression or forecast made or supplied at any time in relation thereto or received in connection with the Issue to the Issuer.

The Issuer does not undertake to update the Key Information Document or PPOA for the relevant issuance of Debentures to reflect subsequent events after the date of Key Information Document or PPOA for the relevant issuance of Debentures and thus it should not be relied upon with respect to such subsequent events without first confirming its accuracy with the Issuer.

Neither the delivery of this Key Information Document or PPOA for the relevant issuance of Debentures nor any sale of Debentures made hereafter shall, under any circumstances, constitute a representation or create any implication that there has been no change in the affairs of the Issuer since the date hereof.

This Key Information Document or PPOA for the relevant issuance of Debentures do not constitute, nor may it be used for or in connection with, an offer or solicitation by anyone in any jurisdiction in which such offer or solicitation is not authorized or to any person to whom it is unlawful to make such an offer or solicitation. No

action is being taken to permit an offering of the Debentures or the distribution of this Key Information Document or PPOA for the relevant issuance of Debentures in any jurisdiction where such action is required. Persons into whose possession this Key Information Document or PPOA for the relevant issuance of Debentures come are required to inform themselves of, and to observe, any such restrictions. The Key Information Document or PPOA for the relevant issuance of Debentures is made available to potential Investors in the Issue on the strict understanding that it is confidential.

THE ISSUER ACCEPTS NO RESPONSIBILITY FOR STATEMENTS MADE OTHERWISE THAN IN THE DEBT DISCLOSURE DOCUMENT/KEY INFORMATION DOCUMENT/ GENERAL 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.

1.1 DISCLAIMER CLAUSE BY STOCK EXCHANGES

As required, a copy of this Key Information Document has been filed with the BSE in terms of the SEBI Debt Listing Regulations. It is to be distinctly understood that submission of this Key Information Document to the BSE should not in any way be deemed or construed to mean that this Key Information Document has been reviewed, cleared, or approved by the BSE; nor does the BSE in any manner warrant, certify or endorse the correctness or completeness of any of the contents of this Key Information Document, nor does the BSE warrant that the Issuer's Debentures will be listed or will continue to be listed on the BSE; nor does the BSE take any responsibility for the soundness of the financial and other conditions of the Issuer, its promoters, its management or any scheme or project of the Issuer.

1.2 DISCLAIMER CLAUSE BY RBI

The company is having a valid certificate of registration issued by the Reserve Bank of India under Section 45 IA of the Reserve Bank of India Act, 1934. However, the RBI does not accept any responsibility or guarantee about the present position as to the financial soundness of the company or for the correctness of any of the statements or representations made or opinions expressed by the company and for repayment of deposits/discharge of liability by the company.

1.3 DISCLAIMER CLAUSE BY SEBI

As per the provisions of the SEBI Debt Listing Regulations, it is not stipulated that a copy of this Key Information Document has to be filed with or submitted to the SEBI for its review / approval.

IT IS TO BE DISTINCTLY UNDERSTOOD THAT FILING OF THE ISSUE DOCUMENT/ KEY INFORMATION DOCUMENT/ GENERAL INFORMATION DOCUMENT TO THE SECURITIES AND EXCHANGE BOARD OF INDIA (SEBI) (IF ANY) 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 ISSUE DOCUMENT/ KEY INFORMATION DOCUMENT/ GENERAL INFORMATION DOCUMENT. THE LEAD MANAGER(S) (IF ANY), HAS CERTIFIED THAT THE DISCLOSURES MADE IN THE ISSUE DOCUMENT/ KEY INFORMATION DOCUMENT/ GENERAL INFORMATION DOCUMENT ARE GENERALLY ADEQUATE AND ARE IN CONFORMITY WITH THE REGULATIONS. THIS REQUIREMENT IS TO FACILITATE INVESTORS TO TAKE AN INFORMED DECISION FOR MAKING INVESTMENT IN THE PROPOSED ISSUE.

1.4 DISCLAIMER IN RESPECT OF JURISDICTION

This Issue is made in India to investors as specified under the paragraph titled "Eligible Investors" of this Key Information Document (and any relevant Key Information Document or PPOA for the relevant issuance of Debentures, who shall be/have been identified upfront by the Issuer. This Key Information Document and/or the Private Placement Offer cum Application Letters do not constitute an offer to sell or an invitation to

subscribe to Debentures offered hereby to any person to whom it is not specifically addressed. Any disputes arising out of this Issue will be subject to the exclusive jurisdiction of the courts and tribunals at Chennai, India. This Key Information Document or PPOA for the relevant issuance of Debentures do not constitute an offer to sell or an invitation to subscribe to the Debentures herein, in any other jurisdiction to any person to whom it is unlawful to make an offer or invitation in such jurisdiction.

1.5 DISCLAIMER IN RESPECT OF RATING AGENCIES

Ratings are opinions on credit quality and are not recommendations to sanction, renew, disburse or recall the concerned bank facilities or to buy, sell or hold any security. The Rating Agency has based its ratings on information obtained from sources believed by it to be accurate and reliable. The Rating Agency does not, however, guarantee the accuracy, adequacy or completeness of any information and is not responsible for any errors or omissions or for the results obtained from the use of such information. Most entities whose bank facilities/instruments are rated by the Rating Agency have paid a credit rating fee, based on the amount and type of bank facilities/instruments.

1.6 ISSUE OF DEBENTURES IN DEMATERIALIZED FORM

The Debentures will be issued in dematerialised form. The Issuer has made arrangements with the Depositories for the issue of the Debentures in dematerialised form. Investors will have to hold the Debentures in dematerialised form as per the provisions of Depositories Act. The Issuer shall take necessary steps to credit the Debentures allotted to the beneficiary account maintained by the Investor with its depository participant. The Issuer will make the Allotment to the Investors on the Deemed Date of Allotment after verification of the Application Form, the accompanying documents and on realisation of the application money.

1.7 DISCLAIMER IN RESPECT OF DEBENTURE TRUSTEE

The Debenture Trustee, "ipso facto" does not have the obligations of a borrower or a principal debtor or a guarantor as to the monies paid/invested by investors for the Debentures. The Debenture Trustee does not make nor deems to have made any representation on the Issuer, its operations, the details and projections about the Issuer or the Debentures under offer made in this Key Information Document. Investors are advised to read carefully the Disclosure Documents and make their own enquiry, carry out due diligence and analysis about the Issuer, its performance and profitability and details in the Key Information Document before taking their investment decision. The Debenture Trustee shall not be responsible for the investment decision and its consequences.

1.8 DISCLAIMER CLAUSE OF THE ARRANGER (IF APPLICABLE)

The only role of the Arranger with respect to the Debentures is confined to arranging placement of the Debentures on the basis of this Placement Memorandum as prepared by the Issuer. Without limiting the foregoing, the Arranger is not acting, and has not been engaged to act, as an underwriter, merchant banker or other intermediary with respect to the Debentures. The Issuer is solely responsible for the truth, accuracy and completeness of all the information provided in this Key Information Document or PPOA for the relevant issuance of Debentures. Neither is the Arranger responsible for preparing, clearing, approving, scrutinizing or vetting this Key Information Document or PPOA for the relevant issuance of Debentures, nor is the Arranger responsible for doing any due diligence for verification of the truth, correctness or completeness of the contents of this Key Information Document or PPOA for the relevant issuance of Debentures. The Arranger shall be entitled to rely on the truth, correctness and completeness of this Key Information Document or PPOA for the relevant issuance of Debentures. It is to be distinctly understood that the aforesaid use of this Key Information Document or PPOA for the relevant issuance of Debentures by the Arranger should not in any way be deemed or construed to mean that the Key Information Document or PPOA for the relevant issuance of Debentures has been prepared, cleared, approved, scrutinized or vetted by the Arranger. Nor should the contents of this Key Information Document or PPOA for the relevant issuance of Debentures in any manner be deemed to have been warranted, certified or endorsed by the Arranger as to the truth, correctness or completeness thereof. Each recipient must satisfy itself as to the accuracy, reliability, adequacy,

reasonableness or completeness of the Key Information Document or PPOA for the relevant issuance of Debentures.

The Arranger has not conducted any due diligence review on behalf or for the benefit of the Debenture Trustee or any of the Debenture Holders. Each of the Debenture Holders should conduct such due diligence on the Issuer and the Debentures as it deems appropriate and make its own independent assessment thereof.

Distribution of this Key Information Document or PPOA for the relevant issuance of Debentures does not constitute a representation or warranty, express or implied by the Arranger that the information and opinions herein will be updated at any time after the date of this Key Information Document or PPOA for the relevant issuance of Debentures. The Arranger does not undertake to notify any recipient of any information coming to the attention of the Arranger after the date of this Key Information Document or PPOA for the relevant issuance of Debentures. No responsibility or liability or duty of care is or will be accepted by the Arranger for updating or supplementing this Key Information Document or PPOA for the relevant issuance of Debentures nor for providing access to any additional information as further information becomes available.

Neither the Arranger nor any of their respective directors, employees, officers or agents shall be liable for any direct, indirect or consequential loss or damage suffered by any person as a result of relying on any statement in or omission from this Key Information Document or PPOA for the relevant issuance of Debentures or in any other information or communications made in connection with the Debentures.

The Arranger is acting for the Issuer in relation to the Issue of the Debentures and not on behalf of the recipients of this Key Information Document or PPOA for the relevant issuance of Debentures. The receipt of this Key Information Document or PPOA for the relevant issuance of Debentures by any recipient is not to be constituted as the giving of investment advice by the Arranger to that recipient, nor to constitute such a recipient a customer of the Arranger. The Arranger is not responsible to any other person for providing the protection afforded to the customers of the Arranger nor for providing advice in relation to the Debentures.

SECTION 3: RISK FACTORS

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

Please refer to Section 3 (*Risk Factors*) of the General Information Document for the risk factors in respect of the issuance of Debentures.

SECTION 4: FINANCIAL STATEMENTS

The audited financial statements of the Issuer for the year ended March 31, 2024, March 31, 2023 and March 31, 2022 along with the limited review financial statements as on December 31, 2024 are set out in **Annexure I** hereto.

The financial statements for the financial ended March 31, 2025 are in the process of being prepared and will be disclosed to the BSE in accordance with the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015 and any other directions of SEBI. As the current financial year has just commenced, the required details for the current financial year will be disclosed to the BSE in accordance with the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015 and any other directions of SEBI.

SECTION 5: REGULATORY DISCLOSURES

This Key Information Document is prepared in accordance with the provisions of SEBI Debt Listing Regulations and in this Section 5 (*Regulatory Disclosures*), the Issuer has set out the details required as per Regulation 44 and Schedule I of the SEBI Debt Listing Regulations.

5.1 Documents Submitted to the Exchanges

The following documents have been / shall be submitted along with the listing application to the BSE and with the Debenture Trustee:

- (a) General Information Document and the respective Key Information Document;
- (b) Memorandum and Articles of Association of the Issuer and necessary resolution(s) for the allotment of the Debentures;
- (c) Copy of the resolution of the Board of Directors under Section 42 read with section 179 (3) of the Companies Act, dated February 13, 2025 authorizing the borrowing and list of authorized signatories;
- (d) Copy of the resolution of the Shareholders under Section 42 and section 71 of the Companies Act, dated February 14, 2025 authorizing the borrowing limits and list of authorized signatories;
- (e) Copy of the resolution passed by the Finance Committee under Section 42 dated April 23, 2025 authorizing the issue of non-convertible debentures;
- (f) Copy of last 3 (three) years audited Annual Reports;
- (g) Reports about the business or transaction to which the proceeds of the securities are to be applied directly or indirectly;
- (h) Statement containing particulars of, dates of, and parties to all material contracts and agreements;
- (i) An undertaking from the Issuer stating that the necessary documents for the creation of the charge, where applicable, including the Debenture Trust Deed would be executed within the time frame prescribed in the relevant regulations/acts/rules etc. and the same would be uploaded on the website of the BSE, where such debt securities are proposed to be listed.
- (j) Where applicable, an undertaking that permission/consent from the prior creditor for a second or *pari passu* charge being created, in favor of the debenture trustee to the proposed issue has been obtained; - Not Applicable
- (k) Any other particulars or documents that the recognized stock exchange may call for as it deems fit;
- (l) Due diligence certificates from the Debenture Trustee as per the format specified in the Master Circular for Debenture Trustees and Schedule IV of the NCS Listing Regulations; and
- (m) Due diligence certificates from the Merchant Banker.

5.2 Details of Promoters of the Issuer:

- (a) **Profile of all the Promoters of the Issuer:**

Please refer to Section 5 (*Regulatory Disclosures*) of the General Information Document.

- (b) **Declaration pursuant to paragraph 3.3.2(b) of Schedule I of the SEBI Debt Listing Regulations:**

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

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

India Ratings has assigned "IND BBB/Stable" rating to these Debentures by a letter dated April 15, 2025. Instruments with this rating are considered to have adequate degree of safety regarding timely servicing of financial obligations. Such instruments carry very low credit risk

The rating letter as released by India Ratings is enclosed as ANNEXURE II: Rating Letter, Rating Rational and Detailed Press Release From Rating Agency.

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

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

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





The Issuer has obtained the in-principle approval for the listing of the Debentures from BSE and the same is annexed in **Annexure VIII** hereto. The Issuer shall also be creating the recovery expense fund as per the applicable SEBI regulations with BSE.

5.5 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:

The Debentures are not proposed to be listed on more than one stock exchange.

5.6 Details of specific entities in relation to the Issue:

S.no	Particulars	Details
1.	Legal Counsel (if any)	 <p> Name: Verist Law Address: Empire Business Centre, 414 Senapati Bapat Marg, Lower Parel, Mumbai- 400013 Website: www.veristlaw.in Email address: Srishti.ojha@veristlaw.com Telephone Number: 022-66907368 Contact Person: Srishti Ojha </p>
2.	Merchant Banker and Co-managers to the issues <i>(Not applicable for private placement. However, if appointed, to be disclosed)</i>	 <p> SKI CAPITAL SERVICES LIMITED Address: 718, Dr Joshi Road, Karol Bagh, New Delhi- 110005 Tel No. +91-011-41189899 Contact Person: Mr. Manick Wadhwa Email: dcm@skicapital.net Website: https://www.skicapital.net/ </p>
3.	Bankers to the issue <i>(applicable in case of public issue)</i>	Not Applicable

4.	Sponsor Bank (<i>applicable in case of public issue</i>)	Not Applicable
5.	Credit Rating Agency	 <p>Name: <i>India Ratings and Research Private Limited</i></p> <p>Address: <i>WOCKHARDT TOWERS, 4th Floor, Wockhardt Towers, West Wing, 4, G Block BKC, Bandra Kurla Complex, Bandra East, Mumbai, Maharashtra 400051</i></p> <p>Tel No.: <i>+91 22 40001757</i></p> <p>Contact Person: <i>Ankit</i></p> <p>Email: ankit.bhatra@indiaratings.co.in</p> <p>Website: www.indiaratings.co.in</p>
6.	Auditors	<p>V. Narayanan & Co.</p>  <p>Address: <i>No. 23, Sir C V Raman Road, Alwarpet, Chennai – 600018</i></p> <p>Website: www.vncindia.com</p> <p>Email address: vnctvl@vncindia.com</p> <p>Telephone Number: <i>+91 4424995550</i></p> <p>Contact Person: <i>Mr. Dileep Thammana</i></p> <p>Peer Review No. <i>014173</i></p>
7.	Registrar to the Issue	<p>Integrated Registry Management Services Private Limited</p>  <p>Address: <i>2nd Floor, “Kences Towers”, Ramakrishna Street, North Usman Road, T. Nagar, Chennai – 600 017</i></p> <p>Tel No. <i>+91 99401-64773</i></p> <p>E-mail: corpserv@integratedindia.in/ Yuvraj@integratedindia.in</p> <p>Contact Person: <i>Yuvaraj</i></p> <p>SEBI Registration Number: <i>INR000000544</i></p> <p>CIN: <i>U74900TN2015PTC101466</i></p> <p>Website: https://www.integratedindia.in/</p>
8.	Debenture Trustee	 <p>CATALYST <i>Believe In Yourself... Trust Us!</i></p> <p>Address: <i>Catalyst Trusteeship Limited No-901, 9th Floor, Tower-B, Peninsula Business Park, Senapati Bapat Marg, Lower Parel (W), Mumbai-400013</i></p>

		Tel No: +91 (022) 49220555 E-mail: ComplianceCTL-Mumbai@ctltrustee.com Website: www.catalysttrustee.com Contact Person: Umesh Salvi, Managing Director
9.	Guarantor, if any	Not Applicable
10.	Arrangers, if any	Not Applicable
11.	Valuation Agency	Not Applicable

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

Please refer to Section 5 (*Regulatory Disclosures*) of the General Information Document.

(b) Structure of the group:

Please refer to Section 5 (*Regulatory Disclosures*) of the General Information Document.

(c) A brief summary of the business activities of the subsidiaries of the Issuer

Please refer to Section 5 (*Regulatory Disclosures*) of the General Information Document.

(d) Details of branches or units where the Issuer carries on its business activities, if any may be provided in the form of a static Quick Response (QR) code and web link

If the issuer provides the details of branches or units in the form of a static QR code and web link, the details of the said branches or units shall be provided to the debenture trustee as well and kept available for inspection.

A checklist item in the 'Security and Covenant Monitoring System' shall also be included for providing information about branches or units of the issuer to the debenture trustee and confirmation of the same by the debenture trustee

Static QR Code: Not Applicable.

Please refer to Section 5 (*Regulatory Disclosures*) of the General Information Document.

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

Please refer to Section 5 (*Regulatory Disclosures*) of the General Information Document.

(f) Use of proceeds (in the order of priority for which the said proceeds will be utilized): (i) purpose of the placement; (ii) break-up of the cost of the project for which the money is being raised; (iii) means of financing for the project; (iv) proposed deployment status of the proceeds at each stage of the project

The proceeds raised from the Issue will be used solely for the purpose of onward lending to its customers.

5.8 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	Amount	% of total Issue expenses	% of total Issue size
1	Lead manager(s) fees	NA	-	
2	Underwriting commission	NA	-	
3	Brokerage, selling commission and upload fees	NA	-	
4	Fees payable to the registrars to the Issue	6,000.00	2%	0.00%
5	Fees payable to the legal advisors	60,000.00	17%	0.02%
6	Advertising and marketing expenses	NA	NA	NA
7	Fees payable to the regulators including stock exchanges	1,30,000.00	38%	0.05%
8	Expenses incurred on printing and distribution of issue stationary	NA	NA	NA
9	Any other fees, commission or payments under whatever nomenclature	1,50,000.00	43%	0.06%

* 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.

** 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.

*** As the Debentures will be issued by way of private placement to identified investors in accordance with the process prescribed by SEBI, no specific fees, commission and payments under whatever nomenclature are envisaged to be incurred in respect of such issue of Debentures.

5.9 Financial Information:

(a) **The audited financial statements (i.e. Profit & Loss statement, Balance Sheet and Cash Flow statement) both on a standalone and consolidated basis for a period of three completed years which shall not be more than six months old from the date of the issue document or issue opening date, as applicable. Such financial statements 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 Annexure I for the audited financial statements (i.e. Profit & Loss statement, Balance Sheet and Cash Flow statement) for a period of three completed years along with the auditor's report along with the requisite schedules, footnotes, summary etc.

However, if the issuer, being a listed REIT/listed InvIT, has been in existence for a period 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.

N. A

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

Provided that, issuers whose non-convertible securities are listed as on the date of filing of the offer document or placement memorandum, may provide only a web-link and a static quick response code of the audited financial statements in the offer document or placement memorandum subject to the following conditions:

- (b) Such listed issuers shall disclose a comparative key operational and financial parameter on a standalone and consolidated basis, certified by the statutory auditor(s) who holds a valid certificate issued by the Peer Review Board of the Institute of Chartered Accountants of India, for the last three completed years in the offer document.

Please refer point no (e)

- (c) The scanning of such static quick response code or clicking on the web-link, shall display the audited financial statements for last three financial years of such issuer on the website of the stock exchange where such data is hosted.

<https://www.bseindia.com/stock-share-price/debt-other/scripcode/973790/financials-results-special/>

- (d) 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 Annexure I for the financial statements for the last 3 financial years along with the limited review financial statements as on December 31, 2024.

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

- (i) The issue is made on the Electronic Book Platform of the stock exchange, irrespective of the issue size; and
- (ii) In case of issue of securities on a private placement basis, the issue is open for subscription only to qualified institutional buyers.

Not applicable as the Issuer has been in existence for a period of more than 3 (three) years prior to the date of this Key Information Document.

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

Please refer to **Annexure I** for the audited financial statements (i.e. Profit & Loss statement, Balance Sheet and Cash Flow statement) for a period of three completed years along with the auditor's report along with the requisite schedules, footnotes, summary etc.

- (g) Key operational and financial parameters on consolidated and standalone basis in respect of the financial information provided under sub-sections (a) to (c) above:

Please refer to Section 5 (*Regulatory Disclosures*) of the General Information Document.

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

N.A.

(i) 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.

Not applicable

5.10 A brief history of Issuer since its incorporation giving details of its following activities:**(a) Details of Share Capital as at last quarter end (i.e., March 31, 2025):**

Share Capital	Amount (INR)
Authorised Share Capital	
50,00,00,000 Equity Share of Rs. 10 each	500,00,00,000
TOTAL	500,00,00,000
Issued, Subscribed and Fully Paid- up Share Capital	
34,93,52,423 Equity Shares of Rs. 10 each	3,49,35,24,230
TOTAL	3,49,35,24,230

* Pursuant to a Composite Scheme of Arrangement which was sanctioned by the Hon'ble National Company Law Tribunal, Chennai Bench ("Scheme"), the NBFC business undertaking of the holding company (i.e. Samunnati Agri Value Chain Solutions Private Limited (formerly known as Samunnati Financial Intermediation & Services Private Limited), was transferred by way of a Slump Sale in favour of the Company (i.e. Samunnati Finance Private Limited). The Scheme was given effect on December 20, 2024. Further to this, all the assets and liabilities of the NBFC business undertaking of the holding company have been transferred and vested in the Company. As consideration for the Slump Sale, the Company has allotted 33,68,52,423 equity shares of face value Rs. 10 each at par, to the holding company on January 16, 2025 which are included in the above issued capital.

(b) Changes in its capital structure as at last quarter end (i.e., March 31, 2025) for the preceding three financial years and current financial year:

Date of Change (AGM/EGM)	Authorised Capital (INR)	Particulars
October 28, 2023	Equity Share Capital INR 2,50,00,000	The Authorised Share Capital of the Company was increased from INR 2,50,00,000/- (Indian Rupees Two Crores Fifty Lakhs only) to INR 12,50,00,000/- (Indian Rupees Twelve Crores Fifty Lakhs only) by creation of 1,00,00,000 (One Crore) additional Equity Shares of face value of INR 10/- each
December 20, 2024	Equity Share Capital INR 12,50,00,000	The Authorised Share Capital of the Company was increased from INR 12,50,00,000/- (Indian Rupees Twelve Crores Fifty Lakhs only) to INR 500,00,00,000/- (Indian Rupees Five Hundred Crores only) by creation of 48,75,00,000 (Forty Eight Crore Seventy Five Lakhs) additional Equity Shares of face value of INR 10/- each.

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

Date of Allotment	Name of Investor	Number of Equity Shares	Face Value (in INR)	Issue Price (in Rs)	Consideration (Cash, other than cash etc.)	Nature of Allotment	Cumulative			Remarks
							Number of Equity Shares	Equity Share Capital (INR in Crore)	Equity Share Premium (INR In Crore)	
November 01, 2023	Samunnati Financial Intermediation & Services Private Limited	1,00,00,000	10	10	10,00,00,000	Equity Shares issued on Rights Basis	1,00,00,000	10,00,00,000	Nil	
January 16, 2025	Samunnati Financial Intermediation & Services Private Limited	336,852,423	10	10	3,368,524,230	Equity Shares Issued Pursuant to Composite Scheme of Arrangement for consideration other than cash	336,852,423	3,368,524,230	Nil	consideration other than cash

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

N.A

(e) Details of any reorganization or reconstruction in the preceding one year:

Type of Event	Date of Announcement	Date of Completion	Details
Composite Scheme of Arrangement	October 28, 2021	December 20, 2024	*

* Pursuant to a Composite Scheme of Arrangement which was sanctioned by the Hon'ble National Company Law Tribunal, Chennai Bench ("Scheme"), the NBFC business undertaking of the holding company (i.e. Samunnati Agri Value Chain Solutions Private Limited (formerly known as Samunnati Financial Intermediation & Services Private Limited), was transferred by way of a Slump Sale in favour of the Company (i.e. Samunnati Finance Private Limited). The Scheme was given effect on December 20, 2024. Further to this, all the assets and liabilities of the NBFC business undertaking of the holding company have been transferred and vested in the Company. In this regard, all the Non-Convertible Debentures and Commercial Papers issued by the holding company which were listed on BSE Limited have been transferred to the Company and the said Non-Convertible Debentures and Commercial

Papers were listed in the name of the Company on January 22, 2025.

(f) Details of the shareholding of the Company as at the latest quarter end (i.e., March 31, 2025), as per the format specified under the listing regulations:

Category (I)	Category of shareholder (II)	Nos. of shareholders (III)	No. of fully paid up equity shares held (IV)	No. of Partly paid-up equity shares held (V)	No. of shares under Depository Receipts (VI)	Total nos. shares held (VII) = (IV)+(V) + (VI)	Share holding as a % of total no. of shares (calculated as per SCRR, 1957) (VIII) As a % of (A+B+C2)	Number of Voting Rights held in each class of securities (IX) (Equal Voting Rights)				No. of Underlying Outstanding convertible securities (including Warrants) (X)	Shareholding, as a % assuming full conversion of convertible securities as a percentage of diluted share capital) (XI) = (VII)+(X) As a % of (A+B+C2)	Number of Shares pledged or otherwise encumbered (XIII)		Number of equity shares held in dematerialized form (XIV)
								No of Voting Rights			Total			No. As a % of total Shares held (b)	No. As a % of total Shares held (b)	
								Class eg: X	Class eg: y							
(A)	Promoter & Promoter Group	34,93,52,423	34,93,52,423	0	0	34,93,52,423	100%	34,93,52,423	0	34,93,52,423	100%	0%	0	0	34,93,52,423	
(B)	Public															
(C)	Non Promoter-Non Public															
(C1)	Shares underlying DRs															
(C2)	Shares held by Employee Trusts															
	Total	34,93,52,423	34,93,52,423	0	0	34,93,52,423	100%	34,93,52,423	0	34,93,52,423	100%	0%	0	0	34,93,52,423	

(g)List of top ten holders of equity shares of the Company as at the latest quarter end (i.e., March 31, 2025):

Sr. No.	Name of the shareholders	Total Number of Equity shares	Total shareholding as % of total number of equity shares	Number of shares in demat form
1.	Samunnati Agri Value Chain Solutions Private Limited <i>(formerly known as Samunnati Financial Intermediation & Services Private Limited)</i>	34,93,52,422	99.99%	34,93,52,422
2.	Mr. Gurunath Neelamani	1	0.01%	1
	Total	34,93,52,423	100%	34,93,52,423

5.11 Following details regarding the directors of the Company:**(a)Details of the current directors of the Company:**

Name	Designation	DIN	Age	Address	Occupation	Date of Appointment	Details of other Directorships	Whether willful defaulter (Yes/No)
Mr. Narasimhan Srinivasan	Independent Director	01501266	69	T2, 403, Kapil Malhar, Baner Road, Baner, Pune, 411045, Maharashtra, India	Service	20/12/2024	WOTR Consulting Forum	No
Mr. Krishnan K	Independent Director	01109189	69	2B, Block D, Raintree Apartments, 21 Venus Colony, 2 nd Cross Street, Alwarpet, Chennai – 600018	Service	20/12/2024	Thinksynq Solutions Private Limited EM3 Agriservices Private Limited Samunnati Agri Value Chain Solutions Private Limited Chennai Business	No

							School Limited	
Mr. Anil Kumar S G	Director	01189011	60	No. 1402, Aurora Block, 14th Floor, ASV Alexandria, Sholingana llur, Chennai – 600119	Service	22/09/2021	Ripples of Change Foundation Samunnati Agri Value Chain Solutions Private Limited Samunnati Investment Management Services Private Limited	No
Mr. Gurunath N	Director	02799586	60	Plot No.16, Ahaan Old 116, New 49, Govind Royal Enclave, Vettuvank eni, Injambakk am, Kancheepu ram – 600115	Service	22/09/2021	Samunnati Agri Value Chain Solutions Private Limited	No
Mr. Thyagarajan Subramanian	Director	09371374	69	DV2, Green Retreat Apartments, Injambakk am Vettuvank ani Connection Road, Bethal Nagar, Kancheepu ram, Chennai, Tamil Nadu – 600115	Service	29/10/2021	Moopay Private Limited	No

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

Please refer to Section 5 (*Regulatory Disclosures*) of the General Information Document.

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

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

Nil

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

Nil

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

A. **in the promotion of the Issuer:**

Nil

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

Nil

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

Nil

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

Nil.

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

Nil

5.13 Following details regarding the auditors of the Issuer:

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

Please refer to Section 5 (*Regulatory Disclosures*) of the General Information Document.

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

Please refer to Section 5 (*Regulatory Disclosures*) of the General Information Document.

5.14 Details of the following liabilities of the Issuer, as at the end of the preceding quarter (i.e., March 31, 2025), or if available, a later date:

(a) Details of outstanding secured loan facilities (as on March 31, 2025):

Name of Lender	Tranche	Type of Facility	Amount Sanctioned (INR in Million)	Principal Amount Outstanding (INR in Million) as on 31-Mar-2025	Repayment Date/Schedule	Security	Rating	Asset Classification
Blue Orchard	BO - NCD 2	Listed Debenture	594	445.50	13-Feb-26	105 %	Crisil rating	Standard
WLB ASSET VI PTE. LTD.	WLB ASSET VI PTE. LTD (IIX)-NCD-Feb-24	Listed Debenture	750.6	750.60	6-Dec-27	110 %	Crisil rating	Standard
Wintwealth	Wintwealth-NCD-May-24	Listed Debenture	300	100.00	24-May-25	110 %	Crisil rating	Standard
Wintwealth	Wintwealth-NCD-Aug-24	Listed Debenture	300	200.00	2-Dec-25	110 %	India rating	Standard
Wintwealth	Wintwealth-NCD Nov'24	Listed Debenture	250	187.50	5-Dec-25	110 %	Crisil rating	Standard
Wintwealth	Wintwealth-NCD-May-24	Listed Debenture	30	100.00	24-May-25	110 %	Crisil rating	Standard
Yubi	Yubi-NCD-June-24	Listed Debenture	200	140.00	27-Dec-25	110 %	Crisil rating	Standard
Symbiotics	Symbiotics - NCD 5-Aug-24	Listed Debenture	555.2	555.20	19-Sep-29	100 %	Crisil rating	Standard
Vivriti	Vivriti-NCD-Sep-24	Listed Debenture	480	360.00	27-Sep-26	110 %	Crisil rating	Standard
Northern Arc	NA - Green Bond	Listed Debenture	500	375.00	5-Jan-26	110 %	Crisil rating	Standard
Symbiotics	Symbiotics - NCD 2	Debenture	506.25	0.05	20-Aug-25	100 %	Crisil rating	Standard
Symbiotics	Symbiotics - NCD 3	Debenture	345	0.03	15-Jul-26	100 %	Crisil rating	Standard

Symbiotics	Symbiotics - NCD 4	Debenture	585	585.00	2-Aug-28	100 %	Crisil rating	Standard
Alteria Capital	NCD - Alteria Capital Fund II Nov-23	Debenture	300	174.19	1-Oct-26	110 %	Unrated	Standard
Alteria Capital	NCD - Alteria Capital Fund Dec-23	Debenture	200	124.14	1-Oct-26	110 %	Unrated	Standard
Triple Jump	Triple Jump ECB 1 Tranche 1	ECB	353.18	36.81	14-Aug-25	100 %	Unrated	Standard
Triple Jump	Triple Jump ECB 1 Tranche 1.	ECB		22.09	14-Aug-25	100 %	Unrated	Standard
Triple Jump	Triple Jump ECB 1 Tranche 2	ECB		36.77	14-Aug-25	100 %	Unrated	Standard
Triple Jump	Triple Jump ECB 1 Tranche 2.	ECB		22.06	14-Aug-25	100 %	Unrated	Standard
Triple Jump	Triple Jump ECB 2	ECB	332.64	332.64	16-Jun-25	100 %	Unrated	Standard
USDFC	USDFC-ECB	ECB	1,640.00	624.00	15-Mar-29	115 %	Unrated	Standard
USDFC	USDFC-ECB Tr 2	ECB		625.54	15-Sep-28	115 %	Unrated	Standard
EQL	EQL - ECB-Apr-24	ECB	417.12	208.56	8-Apr-28	110 %	Unrated	Standard
EQL	EQL - ECB-Apr-24.	ECB		208.56	8-Apr-28	110 %	Unrated	Standard
Blue Earth	Blue Earth-ECB-May-24	ECB	1,335.84	1,168.86	30-Nov-27	110 %	Unrated	Standard
Blue Earth	Blue Earth-ECB-May-24.	ECB		166.98	30-Nov-27	110 %	Unrated	Standard
Northern Arc	Northern Arc Money Market Alpha Trust-CP-Oct-24	Listed Commercial Paper	100	-	31-Jan-25	0%	Crisil rating	Standard
IDFC First Bank	IDFC TL3	Term Loan	250	31.25	25-May-25	110 %	Crisil rating	Standard
IDFC First Bank	IDFC TL4-Jun-24	Term Loan	300	187.50	21-Jun-26	110 %	Crisil rating	Standard
Incred	Incred TL 3 - Tranche 2	Term Loan	300	-	10-Feb-25	110 %	Unrated	Standard
MAS Financial Services	MAS Financial Services - TL 101	Term Loan	100	-	20-Mar-25	110 %	Unrated	Standard
MAS Financial Services	MAS Financial Services - TL 102	Term Loan	100	-	20-Mar-25	110 %	Unrated	Standard

MAS Financial Services	MAS Financial Services - TL 103	Term Loan	100	-	20-Mar-25	110 %	Unrated	Standard
MAS Financial Services	MAS Financial Services - TL 104	Term Loan	150	75.00	5-Sep-25	110 %	Unrated	Standard
MAS Financial Services	MAS Financial Services - TL 105	Term Loan	150	75.00	5-Sep-25	110 %	Unrated	Standard
MAS Financial Services	MAS Financial Services - TL 106	Term Loan	50	25.00	5-Sep-25	110 %	Unrated	Standard
MAS Financial Services	MAS Financial Services - TL 107	Term Loan	50	25.00	25-Sep-25	110 %	Unrated	Standard
MAS Financial Services	MAS Financial Services - TL 108	Term Loan	125	93.75	5-Dec-25	110 %	Unrated	Standard
MAS Financial Services	MAS Financial Services - TL 109	Term Loan	125	93.75	5-Dec-25	110 %	Unrated	Standard
MAS Financial Services	MAS TL 110 Tranche 2	Term Loan	50	41.67	5-Jan-26	110 %	Unrated	Standard
MAS Financial Services	MAS TL 2	Term Loan	150	137.50	5-Feb-26	110 %	Unrated	Standard
MAS Financial Services	MAS TL 3	Term Loan	150	137.50	5-Feb-26	110 %	Unrated	Standard
Vivriti Capital	Vivriti - TL 5	Term Loan	300	-	15-Mar-25	110 %	Unrated	Standard
Vivriti Capital	Vivriti Capital TL 9	Term Loan	190	15.83	28-Apr-25	110 %	Unrated	Standard
Maanaveeya	Maanaveeya TL 4 Tr	Term Loan	400	177.25	31-May-25	110 %	Unrated	Standard
TATA Capital	TATA Capital TL 1	Term Loan	100	25.00	15-Sep-25	110 %	Unrated	Standard
Chola Finance	Chola TL 2	Term Loan	75	-	5-Feb-25	110 %	Unrated	Standard
Poonawalla Fincorp	Poonawalla TL-1	Term Loan	250	89.77	5-Nov-25	110 %	Unrated	Standard
Poonawalla Fincorp	Poonawalla TL-2-Jun-24-Tr1	Term Loan	100	69.28	5-Jul-26	110 %	Unrated	Standard
Hinduja Leyland Finance	HLF-Feb-24	Term Loan	300	147.08	28-Feb-26	110 %	Unrated	Standard
Kisetsu Saison	Kisetsu Saison-Jul-24	Term Loan	500	-	15-Feb-25	110 %	Unrated	Standard
Kisetsu Saison	Kisetsu Saison Finance TL 6	Term Loan	350	75.00	15-Jun-25	110 %	Unrated	Standard
Kisetsu Saison	Kisetsu Saison Finance TL 7	Term Loan		120.00	15-Jun-25	110 %	Unrated	Standard
Piramal	Piramal-TL-2-Oct-24 - Tr6	Term Loan	100	-	25-Jan-25	110 %	Unrated	Standard
Piramal	Piramal-TL-2-Oct-24 - Tr7	Term Loan	100	100.00	27-Apr-25	110 %	Unrated	Standard

Piramal	Piramal-TL-2-Oct-24 - Tr8	Term Loan	100	100.00	1-May-25	110 %	Unrated	Standard
Shriram Finance	Shriram Finance Limited TL 1-May-24	Term Loan	250	164.04	5-Jun-26	110 %	Unrated	Standard
ESAF	ESAF-TL-Aug-24	Term Loan	200	156.22	31-Jul-26	110 %	Crisil rating	Standard
KVB	KVB TL 1-Sep-24	Term Loan	150	129.17	5-Oct-27	118 %	Crisil rating	Standard
IOB	IOB TL 1-Sep-24	Term Loan	100	90.00	30-Sep-29	125 %	Crisil rating	Standard
Ambit	Ambit TL 1-Sep-24	Term Loan	150	25.63	5-Apr-25	110 %	Unrated	Standard
Federal	Federal Bank TL 1	Term Loan	100	86.67	2-Apr-26	125 %	Crisil rating	Standard
Magnet	Magnet -2	Term Loan	200	50.00	1-Apr-25	110 %	Unrated	Standard
Magnet	Magnet -3	Term Loan	200	80.00	1-Oct-25	110 %	Unrated	Standard
Magnet	Magnet -4	Term Loan	400	200.00	1-Jan-26	110 %	Unrated	Standard
Magnet	Magnet -5-TL-Oct-24	Term Loan	500	500.00	1-Oct-27	110 %	Unrated	Standard
IDFC First Bank	FD OD – IDFC	FD OD	200	-	15-Apr-25	100 %	Unrated	Standard
IDFC First Bank	IDFC-CC-May-24	Cash Credit	20	-	25-May-25	110 %	Crisil rating	Standard
IDFC First Bank	IDFC-Fx-May-24	Forex	830	-	15-May-25	50%	Unrated	Standard
HDFC	HDFC – FDOD	FDOD	200	-	16-Jan-25	100 %	Unrated	Standard
Unity	Unity – FDOD	FDOD	200	-	16-Jan-25	100 %	Unrated	Standard

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(b) Details of outstanding unsecured loan facilities (as on March 31, 2025):

Name of Lender	Type of Facility	Amount Sanctioned (INR in Million)	Principal Amount Outstanding (INR in Million) (As on 31-Mar-2025)	Repayment Date/ Schedule	Credit Rating, if applicable
Investor of CP	Commercial Paper	100.00	100.00		Crisil rating
Investor of CP	Commercial Paper	200.00	200.00		Crisil rating
Investor of CP	Commercial Paper	30.00	30.00		Crisil rating

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Investor of CP	Commercial Paper	100.00	100.00		Crisil rating
Investor of CP	Commercial Paper	10.00	10.00		Crisil rating
Investor of CP	Commercial Paper	50.00	50.00		Crisil rating
Northern Arc Money Market Alpha Trust-CP-Mar-25	Commercial Paper	100.00	100.00		India rating
Northern Arc Money Market Alpha Trust-CP-Mar-25	Commercial Paper	100.00	100.00		India rating
Kaleidofin Private Limited	Commercial Paper	100.00	100.00		India rating

(c) **Details of Outstanding Non-Convertible Securities (as on March 31, 2025):**

Series of Non-Convertible Securities	ISIN	Tenor / Period of Maturity	Coupon	Amount In Million	Date of Allotment	Redemption Date / Schedule	Credit Rating	Secured / Unsecured	Security
Blue Orchard	INE551U07209	48	15%	446	15-Feb-22	13-Feb-26	Crisil BBB	Secured	Book debt hypothecation
WLB ASSET VI PTE. LTD.	INE551U07266	45	14%	751	21-Feb-24	6-Dec-27	Crisil BBB	Secured	Book debt hypothecation
Wintwealth	INE551U07290	12	12%	100	10-May-24	24-May-25	Crisil BBB	Secured	Book debt hypothecation
Wintwealth	INE551U07316	15	11%	200	3-Sep-24	2-Dec-25	IND BBB	Secured	Book debt hypothecation
Yubi	INE551U07308	18	8%	140	27-Jun-24	27-Dec-25	Crisil BBB	Secured	Book debt hypothecation
Symbiotics	INE551U07324	60	12%	555	19-Sep-24	19-Sep-29	Crisil BBB	Secured	Book debt hypothecation
Vivriti	INE551U07332	24	13%	360	26-Sep-24	27-Sep-26	Crisil BBB	Secured	Book debt hypothecation
Symbiotics	INE551U07118	60	13%	0	20-Aug-20	20-Aug-25	Crisil BBB	Secured	Book debt hypothecation
Symbiotics	INE551U07175	60	11%	0	26-Jul-21	15-Jul-26	Crisil BBB	Secured	Book debt hypothecation
Symbiotics	INE551U07217	72	11%	585	10-Aug-22	2-Aug-28	Crisil BBB	Secured	Book debt hypothecation
Alteria Capital	INE551U07241	34	11%	124	1-Dec-23	1-Oct-26	Un Rated	Secured	Current Assets
Alteria Capital	INE551U07258	30	11%	188	28-Mar-24	1-Oct-26	Un Rated	Secured	Current Assets
Wintwealth	INE551U07357	12	11%	375	26-Nov-24	5-Dec-25	Crisil BBB	Secured	Book debt hypothecation
Northern Arc	INE551U07340	18	11%	446	5-Dec-24	5-Jan-26	Crisil BBB	Secured	Book debt hypothecation

(d) **Details of commercial paper issuances as at the end of the last quarter (i.e., March 31, 2025) in the following format:**

Series of Non-Convertible Securities	ISIN	Tenor / Period of Maturity	Coupon	Amount (In Million)	Date of allotment	Redemption Date / Schedule	Credit Rating	Secured / Unsecured	Security	Other details viz. details of Issuing and Paying Agent, details of
1	INE0N5S14017	120	12.50 %	100	29-Jan-25	29-May-25	Crisil rating	Unsecured	0%	Issuing and Paying Agent: ICICI Bank Ltd.
2	INE0N5S14017	120	12.50 %	200	29-Jan-25	29-May-25	Crisil rating	Unsecured	0%	Issuing and Paying Agent: ICICI Bank Ltd.
3	INE0N5S14058	124	12.50 %	100	13-Feb-25	17-Jun-25	Crisil rating	Unsecured	0%	Issuing and Paying Agent: ICICI Bank Ltd.
4	INE0N5S14074	62	12.50 %	10	25-Feb-25	28-Apr-25	Crisil rating	Unsecured	0%	Issuing and Paying Agent: ICICI Bank Ltd.
5	INE0N5S14074	62	12.50 %	50	25-Feb-25	28-Apr-25	Crisil rating	Unsecured	0%	Issuing and Paying Agent: ICICI Bank Ltd.
6	INE0N5S14108	61	13.25 %	100	25-Mar-25	25-May-25	India rating	Unsecured	0%	Issuing and Paying Agent: ICICI Bank Ltd.

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

7	INE0N5S14 116	92	13.25 %	100	25- Mar-25	25-Jun- 25	India ratin g	Unsecur ed	0%	Issuing and Paying Agent: ICICI Bank Ltd.
8	INE0N5S14 124	90	11.75 %	100	28- Mar-25	26-Jun- 25	India ratin g	Unsecur ed	0%	Issuing and Paying Agent: ICICI Bank Ltd.

(e) **List of top ten holders of non-convertible securities in terms of value (on a cumulative basis):**

Sr. No.	Name of holders	Category of holder	Face value of holding	Holding as a % of total outstanding non-convertible securities of the Issuer
1	AAV S.A.R.L	FOREIGN PORT FOLIO INVESTOR-CORPORATE-2	705,000	17.78%
2	MASALA INVESTMENTS S.A.R.L.	FOREIGN PORT FOLIO INVESTOR-CORPORATE-2	705,000	17.78%
3	WLB ASSET VI PTE. LTD.	FOREIGN PORT FOLIO INVESTOR-CORPORATE-2	100,000	13.40%
4	VIVRITI CAPITAL PRIVATE LIMITED	CORPORATE BODY-DOMESTIC	79,167	6.62%
5	NORTHERN ARC CAPITAL LIMITED	CORPORATE BODY-DOMESTIC	75,000	6.45%
6	ALTERIA CAPITAL FUND III - SCHEME A	ALTERNATIVE INVESTMENT FUND CATEGORY II	183,424	6.12%
7	ALTERIA CAPITAL FUND II - SCHEME I	ALTERNATIVE INVESTMENT FUND CATEGORY II	265,777	5.72%
8	RESPONSABILITY SICAV (LUX) - AGRICULTURE FUND	Inst.Foreign- FPI Category-I	1,000,000	4.38%
9	COVID-19 EMERGING AND FRONTIER MARKETS MSME SUPPORT FUND SCSP SICAV - RAIF - AFRASIA	FOREIGN PORT FOLIO INVESTOR-CORPORATE-2	750,000	3.98%
10	MICROFINANCE INITIATIVE FOR ASIA (MIFA) DEBT FUND SA, SICAV-SIF	FOREIGN PORT FOLIO INVESTOR-CORPORATE-1	750,000	3.98%

(f) **List of top ten holders of Commercial Paper in terms of value (in cumulative basis):**

Sr. No.	Name of holder	Category of holder	Face value of holding	Holding as a % of total commercial paper outstanding of the Issuer
1	Investor of CP	Financial Institution	5,00,000	26.32%
2	Investor of CP	Financial Institution	5,00,000	13.16%
3	Investor of CP	Financial Institution	5,00,000	13.16%
4	Northern Arc Money Market Alpha Trust-CP-Mar-25	Financial Institution	5,00,000	13.16%
5	Northern Arc Money Market Alpha Trust-CP-Mar-25	Financial Institution	5,00,000	13.16%
6	Kaleidofin Private Limited	Financial Institution	5,00,000	13.16%
7	Investor of CP	Financial Institution	5,00,000	6.58%
8	Investor of CP	Financial Institution	5,00,000	1.32%

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

Name of Party (in case of facility) / Name of Instrument	Type of facility / Instrument	Amount Sanctioned in INR Mn	Principal Amount Outstanding (Mn)	Tenure (Months)	Date of Repayment/ Schedule	Credit Rating	Secured/ unsecured	Security
Triple Jump	ECB	353	36	48	14-Aug-25	--	Secured	Secured by Book debts
Triple Jump	ECB		22	48	14-Aug-25	--	Secured	Secured by Book debts
Triple Jump	ECB		36	48	16-Jun-25	--	Secured	Secured by Book debts
Triple Jump	ECB		22	48	15-Mar-29	--	Secured	Secured by Book debts
Triple Jump	ECB	332	332	36	15-Sep-28	--	Secured	Secured by Book debts
USD FC	ECB	1640	624	66	8-Apr-28	--	Secured	Secured by Book debts

USDFC	ECB		625	54	30-Nov-27	--	Secured	Secured by Book debts
USDFC	ECB		432	48	15-Mar-29	--	Secured	Secured by Book debts
EQL	ECB	417	417	48	14-Aug-25	--	Secured	Secured by Book debts
Blue Earth	ECB	1335	1,335	42	14-Aug-25	--	Secured	Secured by Book debts

- 5.15** The amount of corporate guarantee or letter of comfort issued by the Issuer along with name of the counterparty (like name of the subsidiary, joint venture entity, group company, etc.) on behalf of whom it has been issued, contingent liability including debt service reserve account guarantees/ any put option etc. (Details of any outstanding borrowings taken/ debt securities issued for consideration other than cash). This information shall be disclosed whether such borrowing/ debt securities have been taken/ issued: (a) in whole or part, (b) at a premium or discount, or (c) in pursuance of an option or not

NIL

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

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

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

Please refer to the lending policy set out in Annexure X of the General Information Document.

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

Refer Annexure X of the General Information Document.

- (c) **Classification of loans according to type of loans, denomination of loan outstanding by loan to value, sectors, denomination of loans outstanding by ticket size, geographical classification of borrowers, maturity profile etc.:**

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

- (d) **Aggregated exposure to the top 20 borrowers with respect to the concentration of advances, exposures to be disclosed in the manner as prescribed by RBI in its stipulations on Corporate Governance for NBFCs o from time to time;**

Refer Annexure X of the General Information Document

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

Please refer to paragraph (K) of this table below

B. Details of borrowings made by NBFC

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

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

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

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

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

Type of Borrowings	Outstanding as at 31 st Dec 2024 (INR) (in Million)	%
Secured Borrowings	1,405	1%
Unsecured Borrowings	13651	99%
Less: Impairment Loss Allowance	(452)	
Total asset under management (AUM)*^	15056	100%

C. Details of change in shareholding**Any change in promoters' holdings during the last financial year beyond the threshold, as prescribed by RBI:**

There has been no change in the promoters' holdings during the preceding financial year beyond the threshold specified by the RBI.

D. Disclosure of Assets Under Management**(a) Segment wise breakup:**

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

(b) Type of Loans

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

E. Details of borrowers**Geographical location wise**

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

F. Details of Gross NPA**Segment wise:**

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

G. Details of Assets and Liabilities**Residual maturity profile wise into several bucket:**

Please refer to paragraph (L) in this table below.

H. Additional details of loans made by the issuer where it is a Housing Finance Company		
Given that the Issuer is not a housing finance company, this is not applicable.		
I. Disclosure of latest ALM statements to stock exchange		
Please refer to the ALM statements set out in Annexure XI of the General Information Document.		
J. Classification of loans according to		
(a) Type of Loans:	Details of types of loans	
	Sl. No.	Types of loans
	1	Secured
	2	Unsecured
(a) Denomination of loans outstanding by loan-to-value:	Details of LTV	
	Sl. No.	LTV (at the time of origination)
	1	Upto 40%
	2	40-50%
(b) Sector Exposure	Details of sectoral exposure	
	Sl. No.	Segment-wise break-up of AUM
	1	Retail
	A	Mortgages (home loans and loans against property)
(c) 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 (As on 31-Dec-2024)

		<table><tr><td>1</td><td>Up to 01 Mn</td><td>14%</td></tr><tr><td>2</td><td>01 to 05 Mn</td><td>6%</td></tr><tr><td>3</td><td>05 to 10 Mn</td><td>24%</td></tr><tr><td>4</td><td>10 to 50 Mn</td><td>18%</td></tr><tr><td>5</td><td>50 to 100 Mn</td><td>24%</td></tr><tr><td>6</td><td>Higher than 100 Mn</td><td>14%</td></tr><tr><td></td><td>Total</td><td>100.00%</td></tr></table>	1	Up to 01 Mn	14%	2	01 to 05 Mn	6%	3	05 to 10 Mn	24%	4	10 to 50 Mn	18%	5	50 to 100 Mn	24%	6	Higher than 100 Mn	14%		Total	100.00%						
1	Up to 01 Mn	14%																											
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3	05 to 10 Mn	24%																											
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5	50 to 100 Mn	24%																											
6	Higher than 100 Mn	14%																											
	Total	100.00%																											
		<i>* Information required at the borrower level (and not by loan account as a customer may have multiple loan accounts);</i>																											
(d) Geographical classification of borrowers:	<u>Top 5 states borrower wise</u> <table><tr><th>Sl. No.</th><th>Top 5 states</th><th>Percentage of AUM</th></tr><tr><td>1</td><td>Tamil Nadu</td><td>26%</td></tr><tr><td>2</td><td>Maharashtra</td><td>16%</td></tr><tr><td>3</td><td>Karnataka</td><td>8%</td></tr><tr><td>4</td><td>Bihar</td><td>8%</td></tr><tr><td>5</td><td>Andhra Pradesh</td><td>8%</td></tr><tr><td></td><td>Total</td><td>65%</td></tr></table>		Sl. No.	Top 5 states	Percentage of AUM	1	Tamil Nadu	26%	2	Maharashtra	16%	3	Karnataka	8%	4	Bihar	8%	5	Andhra Pradesh	8%		Total	65%						
Sl. No.	Top 5 states	Percentage of AUM																											
1	Tamil Nadu	26%																											
2	Maharashtra	16%																											
3	Karnataka	8%																											
4	Bihar	8%																											
5	Andhra Pradesh	8%																											
	Total	65%																											
K. Details of loans, overdue and classified as non-performing assets (NPA) in accordance with RBI stipulations																													
(a) Movement of Gross NPA	<table><tr><th>Movement of gross NPA*</th><th>Rs. Million</th></tr><tr><td>Opening gross NPA</td><td>-</td></tr><tr><td>- Additions during the year</td><td>661.27</td></tr><tr><td>- Reductions during the year</td><td>-</td></tr><tr><td>Closing balance of gross NPA</td><td>661.27</td></tr></table> <i>*Please indicate the gross NPA recognition policy (Day's Past Due): 90</i>		Movement of gross NPA*	Rs. Million	Opening gross NPA	-	- Additions during the year	661.27	- Reductions during the year	-	Closing balance of gross NPA	661.27																	
Movement of gross NPA*	Rs. Million																												
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Closing balance of gross NPA	661.27																												
(b) Movement of provisions for NPA	<table><tr><th>Movement of provisions for NPA</th><th>Rs. Million</th></tr><tr><td>Opening balance</td><td>-</td></tr><tr><td>- Provisions made during the year</td><td>306.13</td></tr><tr><td>-Write-off/ write-back of excess provisions</td><td>-</td></tr><tr><td>Closing balance</td><td>306.13</td></tr></table>		Movement of provisions for NPA	Rs. Million	Opening balance	-	- Provisions made during the year	306.13	-Write-off/ write-back of excess provisions	-	Closing balance	306.13																	
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Opening balance	-																												
- Provisions made during the year	306.13																												
-Write-off/ write-back of excess provisions	-																												
Closing balance	306.13																												
(c) Segment wise gross NPA	<table><tr><th>Sl. No.</th><th>Segment-wise gross NPA</th><th>Gross NPA (%)</th></tr><tr><td>1</td><td>Retail</td><td></td></tr><tr><td>A</td><td>Mortgages (home loans and loans against property)</td><td>-</td></tr><tr><td>B</td><td>Gold loans</td><td>-</td></tr><tr><td>C</td><td>Vehicle finance</td><td>-</td></tr><tr><td>D</td><td>MFI</td><td>-</td></tr><tr><td>E</td><td>MSME</td><td>-</td></tr><tr><td>F</td><td>Capital market funding (loans against shares, margin funding)</td><td>-</td></tr><tr><td>G</td><td>Others</td><td>-</td></tr></table>		Sl. No.	Segment-wise gross NPA	Gross NPA (%)	1	Retail		A	Mortgages (home loans and loans against property)	-	B	Gold loans	-	C	Vehicle finance	-	D	MFI	-	E	MSME	-	F	Capital market funding (loans against shares, margin funding)	-	G	Others	-
Sl. No.	Segment-wise gross NPA	Gross NPA (%)																											
1	Retail																												
A	Mortgages (home loans and loans against property)	-																											
B	Gold loans	-																											
C	Vehicle finance	-																											
D	MFI	-																											
E	MSME	-																											
F	Capital market funding (loans against shares, margin funding)	-																											
G	Others	-																											

	2	Wholesale	-						
	A	Infrastructure	-						
	B	Real estate (including builder loans)	-						
	C	Promoter funding	-						
	D	Any other sector (as applicable)	-						
	E	Others	4.40%						
		Total	4.40%						
L. Residual maturity profile of assets and liabilities (in line with the RBI format):									
Residual maturity profile of assets and liabilities									
Category	Up to 3–/31 days	>1 month – months	>2 months – months	>3 month– 6 months	>6 months – 1 year	>1 year – 3 years	>3 years – 5 years	> 5 years	Total
Deposit	1,135	-	-	531	10	456	-	4,188	6,320
Advances	2,610	2,566	1,766	2,631	1,732	1,529	1,477	40	14,351
Other Inflows	-	-	320	-	338	65	119	1,710	2,551
Investments (FD s)									-
Borrowings	886	2,011	848	1,859	2,126	5,538	1,257	-	14,525
Equity	-	-	-	-	-	-	-	7,752	7,752
Other Outflows	236	83	95	30	104	34	17	346	945
FCA *	-	-	-	-	-	-	-	-	-
FCL*	-	-	-	-	-	-	-	-	-

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

NIL

- 5.18 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.**

NIL

- 5.19 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;**

NIL

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

NIL

5.21 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.

NIL

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

NIL

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

NIL

5.24 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 the related party transactions set out in Chapter C of Section 6 (*PPOA*). The financial statements for the financial ended March 31, 2025 are in the process of being prepared and will be disclosed to the BSE in accordance with the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015 and any other directions of SEBI. As the current financial year has just commenced, the required details for the current financial year will be disclosed to the BSE in accordance with the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015 and any other directions of SEBI.

5.25 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 (*Regulatory Disclosures*) of the General Information Document.

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

Not Applicable. The proceeds raised from the Issue will be used solely for the Purpose.

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

- (i) A portfolio summary with regards to industries/ sectors to which borrowings have been granted by NBFCs:
- (ii) Quantum and percentage of secured vis-à-vis unsecured borrowings granted by NBFCs:

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

Please refer to Section 5.16 of this Key Information Document.

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

PARTICULARS	CONSENT
Directors	The consent of the directors of the Issuer, to the extent required, have been or will be duly obtained.
Auditors	The consent of the auditors, to the extent required, has been or will be duly obtained.
Bankers to issue	Not applicable
Solicitors /Advocates	Not applicable. The Issuer has been advised by its in-house legal and compliance team.
Legal Advisors	Not applicable. The Issuer has been advised by its in-house legal and compliance team.
Lead Manager	Not applicable
Registrar	The consent of the Registrar, to the extent required, has been or will be duly obtained.
Lenders	The consent of the lenders of the Issuer, to the extent required, have been or will be duly obtained.
Experts	The consent of experts, to the extent required, have been or will be duly obtained.

- 5.29 The names of the debenture trustees(s), a statement to the effect that the debenture trustee has consented to its appointment along with a copy of the agreement executed by the debenture trustee with the issuer in accordance with regulation 13 of the Securities and Exchange Board of India (Debenture Trustees) Regulations, 1993 made accessible through a web-link or a static quick response code displayed in the issue document:**

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

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

Catalyst Trusteeship Limited has been appointed as Debenture Trustee for the proposed Issue. The Debenture Trustee has given their consent to the Issuer for its appointment under the Securities and Exchange Board Of India (Issue And Listing Of Non-Convertible Securities) Regulations, 2021, as amended up to date, and a copy of the consent letter is enclosed as **Error! Reference source not found.** to this Key Information Document. The Company will enter into a Trusteeship Agreement/ Debenture Trust Deed, inter-alia, specifying the powers, authorities and obligations of the Company and the Debenture Trustee in respect of the Debenture. The Debenture Trustee Agreement is enclosed as Annexure VII to this Key Information Document.

The Debenture Holders shall, by signing the Application Form and without any further act or deed, be deemed to have irrevocably given their consent to and authorized the Debenture Trustee or any of their Agents or authorized officials to do, inter cilia, all such acts, deeds and things necessary in respect of or relating to the security to be created for securing the Debentures being offered in terms of the Key Information Document. All rights and remedies under the Debenture Trust Deed / Trusteeship

Agreement and/or other security documents shall rest in and be exercised by the Debenture Trustee without having it referred to the Debenture holders. Any payment made by the Company to the Debenture Trustee on behalf of the Debenture holder(s) shall discharge the Company to that extent to the Debenture holder(s). No Debenture holder shall be entitled to proceed directly against the Company unless the Debenture Trustee, having become so bound to proceed, fails to do so.

Company reserves the rights to appoint any other SEBI registered Trustee.

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

Please refer to Section 5 (*Regulatory Disclosures*) of the General Information Document.

- 5.31 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:***

Coupon and all other charges shall accrue based on actual/actual day count convention in accordance with the SEBI Circular on day count convention dated November 11, 2016, as may be amended from time to time.

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

The issue schedule for the issue of the Debentures is as follows:

PARTICULARS	DATE
Issue Opening Date	April 25, 2025
Issue Closing Date	April 25, 2025
Pay In Date	April 28, 2025
Deemed Date of Allotment	April 28, 2025
Date of earliest closing of the issue, if any	April 28, 2025

Please also refer Section 8 (*Other Information and Application Process*).

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

The cashflows emanating from the Debentures, by way of an illustration, are set out under **Annexure V** (*Illustration of Bond Cashflows*) of this Key Information Document.

- 5.32 Other details:**

- (a) **Creation of Debenture Redemption Reserve ("DRR") – relevant legislations and applicability:**

- (i) 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 Issuer is a non-banking financial company registered with the RBI, it is as

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

- on the Effective Date, exempted from the requirement to maintain a DRR.
- (ii) The Issuer 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.
 - (iii) 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 Issuer shall abide by such guidelines and shall do all such deeds, acts and things as may be required in accordance with Applicable Law.
 - (iv) Where applicable, the Issuer shall submit to the Debenture Trustee a certificate duly certified by a chartered accountant certifying that the Issuer has transferred the required amount to the DRR at the end of each Financial Year.
 - (v) In addition to the foregoing, to the extent required by Applicable Law, the Issuer 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.
- (b) **Issue / instrument specific regulations - relevant details (Companies Act, 2013 (18 of 2013), guidelines issued by the Reserve Bank of India, etc.):**
- i. The Debentures are governed by and will be construed in accordance with the Indian Law. The Issuer, the Debentures and Issuer's obligations under the Debentures shall, at all times, be subject to the directions of the Reserve Bank of India (RBI), Securities & Exchange Board of India (SEBI), Stock Exchanges, Companies Act, 2013 and other applicable laws and regulations from time to time.
 - a) the Companies Act, 2013;
 - b) the Companies Act, 1956 (to the extent applicable and in force);
 - c) the Securities Contracts (Regulation) Act, 1956;
 - d) the Companies (Share Capital and Debentures) Rules, 2014;
 - e) the Companies (Prospectus and Allotment of Securities) Rules, 2014;
 - f) the Securities and Exchange Board of India Act, 1992;
 - g) the Depositories Act, 1996;
 - h) the NCS Listing Regulations, as amended from time to time;
 - i) the SEBI LODR Regulations, as amended from time to time;
 - j) the Master Circular for Debenture Trustees, as amended from time to time;
 - k) the Listed NCDs Master Circular, as amended from time to time;
 - l) the SEBI Merchant Banker Regulations, as amended from time to time (if applicable);
 - m) the Securities and Exchange Board of India (Debenture Trustees) Regulations, 1993, as amended from time to time; and
 - n) all other relevant laws (including rules, regulations, clarifications, notifications, directives, circulars as may be issued by the Securities Exchange Board of India, the Reserve Bank of India and any statutory, regulatory, judicial, quasi-judicial authority).
 - ii. In the event the Issuer proposed to issue Debentures with face value of INR 10,000/- (Indian Rupees Ten Thousand Only), the Issuer shall appoint a Merchant Banker for the issue for performing the role, responsibilities and obligations same as they would be in case of public issue of debt security or non-convertible redeemable preference share, as provided under clause 1.3 of Chapter V (Denomination of issuance and trading of Non-convertible Securities) of the Listed NCDs Master Circular,

"Issuer may issue debt security or non-convertible redeemable preference share on private placement basis at a face value of Rs. Ten Thousand;

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

(i) Subject to the following conditions:

a) The issuer shall appoint at least one Merchant Banker. Provided that the role, responsibilities and obligations of the Merchant Banker(s) shall be same as they would be in case of public issue of debt security or non-convertible redeemable preference share.

b) Such debt security or non-convertible redeemable preference share shall be interest/ dividend bearing security paying coupon/ dividend at regular intervals with a fixed maturity without any structured obligations...."

(c) Default in payment:

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

(d) Delay in listing:

In accordance with the SEBI NCS Regulations read together with the SEBI Listing Timelines Requirements, the Issuer confirms that in the event there is any delay in listing of the Debentures beyond 3 (three) Business Days from the date of bidding on the EBP Platform in respect to the issue for the Debentures, the Issuer will pay to the Debenture Holders, penal interest of 1% (one percent) per annum over the Interest Rate, from the date of allotment of the Debentures until the listing of the Debentures is completed.

(e) Delay in allotment of securities:

- (i) The Debentures shall be/have been deemed to be allotted to the Debenture Holders on the Deemed Date of Allotment. All benefits relating to the Debentures are available to the Debenture Holders from the Deemed Date of Allotment.
- (ii) If the Issuer fails to allot the Debentures to the Applicants within 60 (sixty) calendar days from the date of receipt of the Application Money ("**Allotment Period**"), it shall repay the Application Money to the Applicants within 15 (fifteen) calendar days from the expiry of the Allotment Period ("**Repayment Period**").
- (iii) If the Issuer fails to repay the Application Money within the Repayment Period, then the Issuer shall be liable to repay the Application Money along with interest at 12% (twelve percent) per annum, gross of withholding taxes, from the expiry of the Allotment Period.

(f) Issue details: Please refer to Section **Error! Reference source not found.** (*Summary Terms*) of this Key Information Document

(g) Application process:

The application process for the Issue is as provided in Section 8 (*Other Information and Application Process*) of this Key Information Document.

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

The finalised form of the PPOA prepared in accordance with the Form PAS 4 prescribed under the Companies (Prospectus and Allotment of Securities) Rules, 2014 shall be enclosed in the ANNEXURE XVI of this Key Information Document.

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

Not applicable

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

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

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

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

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

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

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

The Issuer confirms that it will not use the proceeds from the Issue, directly or indirectly, for the purchase of any business or in the purchase of any interest in any business whereby the Issuer shall become entitled to an interest in either the capital or profit or losses or both in such business exceeding 50% thereof.

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

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

- (ii) ***the amount paid or payable in cash, to the vendor and where there is more than one vendor, or the company is a sub-purchaser, the amount so paid or payable to each vendor, specifying separately the amount, if any, paid or payable for goodwill;***

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

- (iv) ***the particulars of every transaction relating to the property completed within the two preceding years, in which any vendor of the property or any person who is or was at the time of the transaction, a promoter or a director or proposed director of the company, had any interest, direct or indirect, specifying the date of the transaction and the name of such promoter, director or proposed director and stating the amount payable by or to such vendor, promoter, director or proposed director in respect of the transaction:***

Provided that the disclosures specified in sub-clauses (i) to (iv) above shall be provided for the top five vendors on the basis of value viz. sale consideration payable to the vendors.

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Provided further that for the remaining vendors, such details may be provided on an aggregated basis in the offer document, specifying number of vendors from whom it is being acquired and the aggregate value being paid; and the detailed disclosures as specified in sub-clauses (i) to (iv) above may be provided by way of static QR code and web link. If the issuer provides the said details in the form of a static QR code and web link, the same shall be provided to the debenture trustee as well and kept available for inspection as specified in clause (g) of paragraph 3.3.41 of this Schedule. A checklist item in the 'Security and Covenant Monitoring System' shall also be included for providing the detailed disclosures, as specified in sub-clauses (i) to (iv) above, to the debenture trustee and confirmation of the same by the debenture trustee.

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

(c) ***If:***

- (i) ***the proceeds, or any part of the proceeds, of the issue of the debt securities are or are to be applied directly or indirectly and in any manner resulting in the acquisition by the company of shares in any other body corporate; and -***
- (ii) ***by reason of that acquisition or anything to be done in consequence thereof or in connection therewith, that body corporate shall become a subsidiary of the company, a report shall be made by a Chartered Accountant (who shall be named in the issue document) upon –***
 - A. ***the profits or losses of the other body corporate for each of the three financial years immediately preceding the issue of the issue document; and***
 - B. ***the assets and liabilities of the other body corporate as on the latest date to which its accounts were made up.***

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

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

- (i) ***indicate how the profits or losses of the other body corporate dealt with by the report would, in respect of the shares to be acquired, have concerned members of the issuer company and what allowance would have been required to be made, in relation to assets and liabilities so dealt with for the holders of the balance shares, if the issuer company had at all material times held the shares proposed to be acquired; and***
- (ii) ***where the other body corporate has subsidiaries, deal with the profits or losses and the assets and liabilities of the body corporate and its subsidiary in the manner as provided in paragraph (c) (ii) above.***

Not Applicable

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

Please refer **Annexure XIII** (*Extracts of lending policy, the recovery policy and other related policies of the Issuer*) of this Key Information Document.

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

NIL

- (g) **The matters relating to:**

- (i) **Material Contracts:**

The following contracts, not being contracts entered into in the ordinary course of business carried on by the Company or entered into more than 2 (Two) years before the date of this Key Information Document, which are or may be deemed material, have been entered into by the Company.

S. No.	Nature of Contract
1	Certified true copy of the Memorandum & Articles of Association of the Issuer.
2	Board Resolution dated February 13, 2025 read with the resolution of the Finance Committee of the Board of Directors of the issuer dated April 23, 2025, authorizing the issue of Debentures offered under the terms of this Key Information Document.
3	Shareholders Resolution dated February 14, 2025 authorizing the issue of non-convertible debentures by the Company.
4	Shareholder Resolutions dated February 14, 2025 authorizing the borrowing by the Company and the creation of security.
5	Copies of Annual Reports of the Company for the last three financial years.
6	Credit rating letter from the Rating Agency dated April 15, 2025, rating rationale from the Rating Agency dated March 24, 2025 along with detailed press release.
7	Letter from Debenture Trustee dated April 17, 2025 giving its consent to act as Debenture Trustee. (" Consent Letter ").
8	Letter for Register and Transfer Agent dated April 22, 2025.
9	Certified true copy of the certificate of incorporation of the Company.
10	Certified true copy of the tripartite agreement between the Company, the Registrar & Transfer Agent and the NSDL/CDSL dated August 25, 2022.
11	In-principle approval from BSE for listing of Debentures.
12	Debenture Trustee Agreement dated April 23, 2025 executed between the Issuer and the Debenture Trustee.
13	Debenture Trust Deed to be executed on or around the date of this Key Information Document between the Issuer and the Debenture Trustee.
14	Deed of Hypothecation to be executed on or around the date of this Key Information Document between the Issuer and the Debenture Trustee.

- (ii) **Time and place at which the contracts together with documents will be available for inspection from the date of issue document until the date of closing of subscription list**

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

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

Financial Year	Page number of the audit report which sets out the details of the related party transactions
2021-2022	Not Applicable
2022-2023	Note 17 of Notes to Financial Statements
2023-2024	Note 18 of Notes to Financial Statements
2024-2025	**

****The Issuer is in the process of preparing its financials for the financial year ended March 31, 2025, and all relevant details/information will be disclosed in the manner provided under the directions/regulations of SEBI.**

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

NIL

- (j) **The details of (i) any inquiry, inspections or investigations initiated or conducted under the securities laws or Companies Act, 2013 (18 of 2013) or any previous companies law, (ii) prosecutions filed, if any (whether pending or not); 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.**

The Issuer hereby confirms that there has been no instance of (i) any inquiry, inspections or investigations initiated or conducted under the securities laws or Companies Act, 2013 (18 of 2013) or any previous companies law, (ii) prosecutions filed, if any (whether pending or not); 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.

- 5.34 The Issuer hereby undertakes that the assets on which the charge or security has been created to meet the hundred percent security cover or higher security cover is free from any encumbrances and in case the assets are encumbered, the permissions or consent to create any further charge on the assets has been obtained from the existing creditors to whom the assets are charged, prior to creation of the charge.**

For security related details please refer to Section 5.39 (*Summary Terms*) of this Key Information Document. The Issuer further undertakes that the charge created is equal to 1.1x of the security cover and is free of encumbrances.

- 5.35 Listing and Monitoring Requirements:**

(a) Monitoring

The Company will provide all such assistance to the Debenture Trustee as may be required by it, to carry out the necessary due diligence and monitor the security cover in the manner as may be specified by SEBI from time to time. In this regard, in accordance with the Master Circular for Debenture Trustee, 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 BSE in accordance with the Master Circular for Debenture Trustee:

(b) Recovery Expense Fund

- (a) The Company hereby undertakes and confirms that it shall, within the time period prescribed under the Master Circular for Debenture Trustee, establish, maintain and utilize the Recovery Expense Fund in such manner/ mode as is prescribed under the Master Circular for Debenture Trustee, to enable the Debenture Trustee to take prompt action in relation to the enforcement/legal proceedings under the Transaction Documents.
- (b) The Company shall deposit cash or cash equivalents including bank guarantees towards the contribution to Recovery Expense Fund with the designated stock exchange and submit relevant documents evidencing the same to the Debenture Trustee from time to time.
- (c) The Company shall ensure that any bank guarantees provided in respect of the Recovery Expense Fund remain valid for a period of 6 (six) months following the maturity date of the Debentures. The Company shall keep the bank guarantees in force and renew the bank guarantees at least 7 (seven) working days before its expiry, failing which the designated stock exchange may invoke such bank guarantee.
- (d) On the occurrence of any Event of Default, the Debenture Trustee shall obtain the consent of Debenture Holders for enforcement/legal proceedings and shall inform the designated stock exchange of such occurrence and the obtaining of any consent in respect thereof (if any). The amount lying in the Recovery Expense Fund may be released to the Debenture Trustee within such time period and such manner as may be prescribed under the Master Circular for Debenture Trustee. The Debenture Trustee shall keep a proper account of all expenses incurred out of the funds received from Recovery Expense Fund towards enforcement/legal proceedings under the Transaction Documents.
- (e) The amounts in the Recovery Expense Fund shall be refunded to the Company on repayment/redemption of the Debentures, following which a "no objection certificate" shall be issued by the Debenture Trustee(s) to the designated stock exchange. The Debenture Trustee shall ensure that there is no default on any other listed debt securities of the Company before issuing such "no objection certificate".

(c) Requirements Under The LODR Regulations

The Company agrees, declares and covenants with the Debenture Trustee that it will comply with all relevant requirements prescribed under the LODR Regulations applicable to it (including without limitation, Chapter IV of the LODR Regulations (to the extent applicable) and Chapter V of the LODR Regulations (to the extent applicable)).

(d) Due Diligence

- (a) The Company acknowledges, understands, and confirms that:
 - (i) the Debenture Trustee shall carry out due diligence on continuous basis to ensure compliance by the Company, with the provisions of the Act, the LODR Regulations, the Debt Listing Regulations, the Debenture Trustees Regulations, the listing agreement of the stock exchange(s) where the Debentures are listed, the Transaction Documents, and any other regulations issued by SEBI pertaining to the Issue;
 - (ii) for the purposes of carrying out the due diligence as required in terms of the Master Circular for Debenture Trustee, 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 Hypothecated Assets inspected by its officers and/or external auditors, valuers, consultants, lawyers, technical experts, management consultants appointed by the Debenture Trustee; and
 - (iii) the Debenture Trustee may at any time through its authorized representatives and agents, inspect books of account, records, registers of Company and the trust property (as set out in the Debenture Trust Deed/ this Key Information Document) to the extent necessary for discharging its obligations. The Company shall provide full and unimpeded access to the records, registers and books of accounts in relation to the Hypothecated Assets and facilitate in the inspection and due diligence process. Any fees, costs expenses incurred in conducting such inspection/due diligence process shall be fully borne by the Company. In the event, any fees, costs expenses are borne by the Debenture Trustee, the above shall be reimbursed forthwith by the Company upon request.
- (b) The Company shall submit documents/ information as the Debenture Trustee may require to conduct continuous and periodical due diligence and monitoring of the Transaction Security or the assets on which security interest/ charge is created, which shall *inter alia*, include:
 - (i) periodical status/ performance reports from the Company within seven days of the relevant board meeting of the Company or within 45 (forty-five) days of the respective quarter, whichever is earlier;
 - (ii) details with respect to defaults, if any, with regard to payment of interest or redemption of Debentures;
 - (iii) details with respect to the implementation of the conditions regarding creation of the Transaction Security for the Debentures, debenture redemption reserve if applicable and Recovery Expense Fund;
 - (iv) details with respect to the Hypothecated Assets of the Company and of the guarantors (to the extent applicable) to ensure that they are sufficient to discharge the interest and principal amount at all times and that such Hypothecated Assets are free from any other encumbrances except those which are specifically agreed to by the Debenture Holders;
 - (v) reports on the utilization of funds raised by the issue of Debentures;
 - (vi) details with respect to redemption of the Debentures;

- (vii) (to the extent applicable) details with respect to dispatch of the debenture certificates and interest warrants, credit of the debentures in the demat account of the Debenture Holders and payment of amounts upon redemption of Debentures to the Debenture Holders due to them within the stipulated time period in accordance with the applicable Law;
 - (viii) (to the extent applicable) reports from the lead bank regarding the progress of the project relating to the proceeds of the Issue;
 - (ix) details regarding monitoring of utilisation of funds raised in the issue of the Debentures;
 - (x) (to the extent applicable) certificate from the statutory auditors of the Company (i) in respect of utilisation of funds during the implementation period of the project relating to the proceeds of the Issue, and (ii) in the case of Debentures issued for financing working capital, at the end of each accounting year; and
 - (xi) such other documents or information as may be required by the Debenture Trustee in accordance with the applicable Law.
- (c) Without prejudice to any other provision of the Debenture Trust Deed/ this Key Information Document and the other Transaction Documents, the Company shall:
- (i) provide such documents/information and assistance to the Debenture Trustee as may be required by the Debenture Trustee to carry out the necessary due diligence and monitor the security cover on a quarterly basis in the manner as may be specified by SEBI from time to time;
 - (ii) to the extent applicable, submit a certificate from the statutory auditor on a quarterly basis, regarding the maintenance of security cover in accordance with the terms of the Disclosure Documents and the other Transaction Documents including compliance with the covenants of the Disclosure Documents and the other Transaction Documents within timelines as specified under SEBI Listed Debentures Circulars and Regulations, or such other circulars issued by SEBI from time to time;
 - (iii) comply with all requirements under the Master Circular for Debenture Trustee, and provide all documents/information as may be required in accordance with the Master Circular for Debenture Trustee.

(e) Others

- (a) The Company shall, at all times until the secured obligations have been duly discharged, maintain a bank account no. 10104895193 with *IDFC First Bank* ("**Account Bank**") from which it proposes to pay the redemption amount. The Company agrees and acknowledges that they shall also inform the Debenture Trustee within 1 (one) working day of any change in the Account Bank details.
- (b) The Company further acknowledges, agrees, that the Debenture Trustee is authorised to seek redemption payment related details and information from the Account Bank in terms of the extant SEBI regulations. Further, in case of change of Account bank, the Debenture Trustee shall accept such change only upon

submission of the duly acknowledged and accepted pre-authorisation letter and duly accepted consent letter from the successor /new account bank.

- (c) The Company covenants with the Debenture Trustee that it shall comply with all its obligations under this Key Information Document and pay and repay all the monies payable by the Company (including any applicable default interest, fees and costs and expenses) to the Debenture Trustee and the Debenture Holder(s) pursuant to the terms of this Key Information Document.
- (d) The Company shall ensure due compliance and adherence to the Master Circular for Debenture Trustee in letter and spirit.
- (e) To the extent applicable and required in terms of the Master Circular for Debenture Trustee, the Debenture Trustee shall execute an "inter creditor agreement" in the manner prescribed under the Master Circular for Debenture Trustee.
- (f) To the extent required/ applicable, the Company shall provide intimation to the Debenture Trustee regarding (i) any default in timely payment of interest or redemption or both in respect of the non-convertible debt securities issued by the Company, and (ii) all covenants of the issue (including side letters, event of default provisions/ clauses etc.).
- (g) The Company shall promptly disclose and furnish to the Debenture Trustee, all documents/ information about or in relation to the Company or the Debentures, as requested by the Debenture Trustee to fulfil its obligations hereunder or to comply with any applicable Law, including in relation to filing of its reports/ certification to stock exchange within the prescribed timelines.
- (h) The Company and the Debenture Trustee hereby agree and covenant to comply with the requirements prescribed under the Master Circular for Debenture Trustee in respect of the Debentures and the transactions contemplated in the Transaction Documents.

5.36 Details of Debt Securities Sought to be Issued

Under the purview of this Key Information Document, the Issuer intends to issue non-convertible debentures (senior, secured, rated, listed, taxable, redeemable, transferable (or any others (as may be determined))), on a private placement basis.

5.37 Issue Size

Please refer to the sub-section on "*Issue Size*" under Section 5.39 (*Summary Terms*) of this Key Information Document.

5.38 Utilization of the Issue Proceeds

Please refer to the sub-section on "*Details of the utilization of the Proceeds*" under Section 5.39 (*Summary Terms*) of this Key Information Document.

5.39 Summary Terms

Security Name (Name of the non-convertible securities which includes	11.26% Samunnati Finance Private Limited May 2026
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(Coupon / dividend, Issuer Name and maturity year)	
Issuer	Samunnati Finance Private Limited
Type of Instrument	Senior, secured, listed, rated, transferable, redeemable, non-convertible debentures.
Nature of Instrument (Secured or Unsecured)	Secured
Seniority (Senior or subordinated)	Senior
Eligible Investors	As specified in Section 8.14 (<i>Eligible Investors</i>).
Listing (name of stock Exchange(s) where it will be listed and timeline for listing)	<p>(a) The Issuer shall submit all duly completed documents to the BSE, SEBI, ROC or any other Governmental Authority, as are required under Applicable Law and obtain the listing of the Debentures within the SEBI Listing Timelines Requirements ("Listing Period").</p> <p>(b) The Issuer shall ensure that the Debentures continue to be listed on the wholesale debt market segment of the BSE.</p> <p>(c) In the event there is any delay in listing of the Debentures beyond the Listing Period, the Issuer will pay to the Debenture Holders, penal interest of 1% (one percent) per annum over the Interest Rate, from the date of allotment of the Debentures until the listing of the Debentures is completed.</p>
Rating of Instrument	BBB Stable.
Issue Size	Up to 25,000 (Twenty-Five Thousand) senior, secured, listed, rated, transferable, redeemable, non-convertible debentures each having a face value of INR 10,000/- (Indian Rupees Ten Thousand Only) aggregating to INR 25,00,00,000/- (Indian Rupees Twenty-Five Crores Only) (" Debentures ")
Minimum subscription	The minimum application size for the Issue shall be 1000 (one hundred) Debentures and in multiples of 1 (one) Debenture thereafter.
Option to retain oversubscription (Amount)	To be set out in the relevant Key Information Document for the relevant issuance of Debentures.
Objects of the Issue / Purpose for which there is requirement of funds	The Issue proceeds will be utilized only for the purpose of onward lending to its customers.
In case the issuer is an NBFC and the objects of the issue entail loan to any entity who is a 'group company' then disclosures shall be made in the following format:	Not Applicable. The proceeds raised from the Issue will be used solely for the Purpose.
Details of the utilization of the Proceeds	<p>The Company shall not use the proceeds of the Issue towards:</p> <ol style="list-style-type: none"> any capital market instrument such as equity and equity linked instruments or any other capital market related activities any real estate activity; any speculative purposes; or in contravention of any guidelines, rules or regulations of the RBI applicable to non-banking financial companies. any purpose, that is not eligible for the providing of financing by banks to non-banking financial companies for bank finance to non-banking financial companies, or, which results in a breach of the RBI's master

	<p>circular no. RBI/2024-25/24 DOR.CRE.REC.No.17 /21.04.172/2024-25 dated April 24, 2024 on "Bank Finance to Non-Banking Financial Companies (NBFCs)"; and</p> <p>PROVIDED HOWEVER, the Company shall be entitled to temporarily invest the funds raised by the Issue in liquid mutual funds and deposits held with scheduled commercial banks until the utilization of the funds raised for the intended Purpose.</p>				
Coupon Rate	11.26% (Eleven point two six percent) per annum payable every quarter				
Step Up/ Step Down Coupon Rate	The Company shall maintain a minimum rating of BBB from the Rating Agency. For every downgrade in the current rating by one notch, the coupon rate shall be increased by 50 (Fifty) basis points from the date of the rating getting downgraded.				
Coupon Payment Frequency	Quarterly				
Coupon Payment Dates	<table><tr><td>07-Aug-25</td></tr><tr><td>07-Nov-25</td></tr><tr><td>07-Feb-26</td></tr><tr><td>07-May-26</td></tr></table>	07-Aug-25	07-Nov-25	07-Feb-26	07-May-26
07-Aug-25					
07-Nov-25					
07-Feb-26					
07-May-26					
Cumulative / non-cumulative, in case of dividend	Not Applicable				
Coupon Type (Fixed, floating or other structure)	Fixed				
Coupon Reset Process (including rates, spread, effective date, interest rate cap and floor etc.)	Not Applicable				
Day Count Basis (Actual / Actual)	Actual / Actual				
Interest on Application Money	At Coupon Rate (subject to deduction of income tax under the provisions of the Income Tax Act, 1961, or any other statutory modification or re-enactment thereof, as applicable) will be paid to the applicants on the application money for the Debentures for the period starting from and including the date of realization of application money in the Company's Designated Bank Account up to one day prior to the Deemed Date of Allotment Where Pay-in Date and Deemed date of Allotment are the same, no interest on Application money is to be paid.				
Default Interest Rate	<p>Payment Default</p> <p>If, at any time, there shall be a payment default, the Company agrees to pay an additional interest rate of 2% per annum above the applicable Interest Rate on the Outstanding Principal Amount from the date of the occurrence of the payment default until such payment default is cured or the final redemption amount is paid (whichever is earlier).</p> <p>Delay in listing</p> <p>In accordance with the SEBI NCS Listing Regulations read together with the Listed NCDs Master Circular, the Company confirms that in the event there is any delay in listing of the Debentures beyond 3 (three) trading days from the date of closure of the issue for the Debentures, the Company (i) will pay to the Debenture Holders, penal interest of 1% (one percent) per annum</p>				

	<p>over the Interest Rate for the period of delay from the Deemed Date of Allotment until the listing of the Debentures is completed.</p> <p><i>Delay in execution of the Debenture Trust Deed</i></p> <p>The Issuer and the Debenture Trustee shall execute the Debenture Trust Deed within the timelines specified by SEBI. In case the issuer fails to execute the Debenture Trust Deed within the period specified by SEBI, it shall be liable to pay interest of at least 2% per annum or such other rate, as specified by SEBI to the Debenture Holders, over and above the agreed coupon rate, till the execution of the Debenture Trust Deed.</p> <p><i>Breach of Financial Covenants</i></p> <p>The Company shall pay a penalty of a sum equivalent to 0.50% (zero point five zero percent) per annum of the Outstanding Principal Amount over and above the Coupon Rate in the event of breach of any of the covenants mentioned under “Part A” of Financial Covenants on expiry of Cure Period for Financial Covenants.</p> <p>The Company shall pay a penalty of a sum equivalent to 1.00% (one percent) per annum of the Outstanding Principal Amount over and above the Coupon Rate in the event of breach of any of the covenants mentioned under “Part B” of Financial Covenants on expiry of the Cure Period for Financial Covenants.</p> <p><i>Breach of Other Covenants</i></p> <p>The Company shall pay a penalty of a sum equivalent to 1.00% (one percent) per annum of the Outstanding Principal Amount over and above the Coupon Rate in the event of breach of any of the other covenants other than the Financial Covenants after the expiry of the Cure Period for Other Covenants.</p> <p><i>Step up coupon</i></p> <p>The Company shall maintain a minimum rating of BBB from the Rating Agency. For every downgrade in the current rating by one notch, the coupon rate shall be increased by 50 (Fifty) basis points from the date of the rating getting downgraded.</p> <p>Unless specifically provided otherwise, any additional/Default Interest payable by the Company in accordance with the Transaction Documents shall be in addition to and independent of any additional/Default Interest payable by the Company in accordance with any other provision of the Transaction Documents.</p>
Tenor	12 (twelve) months and 9 (nine) days from Deemed Date of Allotment.
Redemption Date / Maturity Date	May 07, 2026
Redemption Amount	The Debentures will be redeemed at par.
Redemption Premium/ Discount	Not Applicable
Issue Price	INR 10,000/- (Indian Rupees Ten Thousand Only) per Debentures.

Discount at which security is issued and the effective yield as a result of such discount	Not Applicable				
Premium/Discount at which security is redeemed and the effective yield as a result of such premium/discount.	Not Applicable				
Put Date	Not Applicable				
Put Price	Not Applicable				
Call Date	Not Applicable				
Call Price	Not Applicable				
Put Notification Time (Timelines by which the investor need to intimate Issuer before exercising the put)	Not Applicable				
Call Notification Time (Timelines by which the Issuer need to intimate investor before exercising the call)	Not Applicable				
Face Value	INR 10,000/- (Indian Rupees Ten Thousand Only) per Debentures.				
Minimum Application and in multiples of thereafter	The minimum application size for the Issue shall be 100 (one hundred) Debentures and in multiples of 1 (one) Debenture thereafter.				
Issue Timing	Issue Opening Date: April 25, 2025 Issue Closing Date: April 25, 2025 Date of earliest closing of the Issue, if any: April 25, 2025 Pay-in Date: April 28, 2025 Deemed Date of Allotment: April 28, 2025				
Settlement mode of the Instrument	RTGS/NEFT				
Depositories	NSDL and CDSL				
Disclosure of Interest / Dividend / Redemption Dates	<table><tr><td>07-Aug-25</td></tr><tr><td>07-Nov-25</td></tr><tr><td>07-Feb-26</td></tr><tr><td>07-May-26</td></tr></table>	07-Aug-25	07-Nov-25	07-Feb-26	07-May-26
07-Aug-25					
07-Nov-25					
07-Feb-26					
07-May-26					
Record Date	15 (fifteen) calendar days prior to the Interest Payment Date, Redemption Date, Scheduled Maturity Date or any date on which on which any payment is to be made by the Company/ the Debenture Trustee to the Debenture Holders in accordance with the terms of the Debentures, on the basis of which, the determination of the persons entitled to receive payment of the accrued Interest, redemption of principal and other payments, if any, as the case may be, in respect of the Debentures shall be made.				
All covenants of the issue (including side letters, accelerated payment clause, etc.)	Side Letter: NIL Accelerated payment: Any early redemption or prepayment by Issuer is subject to applicable Law and subject to approval of the Majority Debenture Holders, please refer to ‘Early Redemption’ set out below in this Section 5.39 (Summary Terms).				

	<p>Covenants of the Issue:</p> <p>Affirmative Covenants: Please refer to Section 6.3.3 (<i>Transaction Documents and Key Terms- Affirmative Covenants</i>) of this Key Information Document;</p> <p>Negative Covenants: Please refer to Section 6.3.4 (<i>Transaction Documents and Key Terms- Negative Covenants</i>) of this Key Information Document;</p> <p>Financial Covenants: Please refer to Section 6.3.1 (<i>Transaction Documents and Key Terms- Financial Covenants</i>) of this Key Information Document;</p> <p>Reporting Covenants: Please refer to Section 6.3.2 (<i>Transaction Documents and Key Terms- Reporting Covenants</i>) of this Key Information Document;</p>
<p>Description regarding Security (where applicable) including type of security (movable / immovable / tangible etc.), type of charge (pledge / hypothecation / mortgage etc.), date of creation of security / likely date of creation of security, minimum security cover, revaluation.</p> <p>Replacement of security, interest to the debenture holder over and above the coupon rate as specified in the Debenture Trust Deed and disclosed in the issue document</p>	<p>The Debentures shall be secured by way of a first ranking, exclusive and continuing charge on identified receivables including present and future receivables which are free from any encumbrances/charge/lien ("Hypothecated Assets") created pursuant to the deed of hypothecation to be executed between the Company and the Debenture Trustee as described herein. The Hypothecated Receivables shall at all times be equal to the Security Cover (<i>defined below</i>). The Company undertakes:</p> <ul style="list-style-type: none"> • The total charge over the Hypothecated Assets shall constitute 1.10x (One point One Zero times) or 110% (One Hundred and Ten Percent) of the Outstanding Principal Amount, together with accrued interest, if any including for the ensuing month end, default interest, remuneration of the Debenture Trustee, charges, fees, expenses and all other monies due from the Company payable to the Debenture Holders, to be created as per terms of the Debenture Trust Deed/ Deed of Hypothecation and other transaction documents. The abovementioned Security Cover shall be maintained at all times during the tenure of the Debentures and until all such dues/claims/outstanding is paid to the Debenture Holders to the satisfaction of the Debenture Trustee; • to register and perfect the security over the Hypothecated Assets as contemplated above no later than 30 (thirty) calendar days from executing a duly stamped deed of hypothecation ("Hypothecation Agreement") and filing CHG-9 within 30 (thirty) days from execution of the Hypothecation Agreement and file any modification of charges in Form CHG-9 with the ROC within 30 days from the date of modification of charge; • to provide a list on a Monthly Reporting Date, of specific loan receivables/identified book debts to the Debenture Trustee over which the charge is created and subsisting by way of hypothecation in favour of the Debenture Trustee (for the interest and benefit of the Debenture Holder/s) ("Monthly Hypothecated Asset Report"); and • The Company shall on a monthly basis hypothecate additional loans and/or replace such loans constituting the Hypothecated Assets that do not comply with the prescribed eligibility criteria, with loans that meet the eligibility criteria set out under Schedule XI to the Debenture Trustee such that the principal amounts outstanding under the loans constituting the Hypothecated Assets shall not be less than 1.10x (One point One Zero times) or 110% (One Hundred and Ten Percent) of the aggregate amount of Outstanding Amounts, under the Debentures. Any additional loans added pursuant to the above to secure the Debentures shall be considered as part of the Hypothecated Assets.

	<p><u>Eligibility Criteria for the Hypothecated Assets:</u></p> <ol style="list-style-type: none"> Each loan must be originated by the Company and must be existing at the time of Hypothecation. Loans must be unencumbered (other than under the Transaction Documents) and not sold or assigned by the Company. Loans must have been originated while complying with all the extant 'know your customer' norms specified by the RBI. Loans are current and not in overdue at the time of hypothecation (including replenishment) and have not been terminated or prepaid. All the present and future receivables hypothecated must be free from any encumbrances/charge/lien; No loans should be restructured or rescheduled; No loans during the tenor of the Debentures must have DPD>60 for the first 90 Days and DPD>30 thereafter; The proportion of the AE (agri enterprises) and FPO (farmer producer organisation) portfolio will be in the ratio of minimum 70:30; There should be no wholesale loans to NBFCs in the portfolio constituting the portfolio cover; Maximum sanction amount of loan hypothecation to be INR 3,00,00,000 (Indian Rupees Three Crores) per Loan per borrower.
Transaction Documents	Shall be as set out in Section 6.1 below.
Conditions Precedent to Disbursement	<ol style="list-style-type: none"> A certified true copy of the constitutional documents of the Company (being its Memorandum and Articles of Association and Certificate of Incorporation) shall have been submitted to the Debenture Trustee; All corporate approvals from the Board of Directors and shareholders of the Company, if applicable, shall have been received for the issuance of the Debentures and the execution, delivery and performance by the Company of the Transaction Documents in accordance with the Companies Act, 2013, the Companies (Prospectus and Allotment of Securities) Rules, 2014, specifically Section 180(1)(c), if applicable and Section 42 of the Companies Act, 2013, the Companies (Share Capital and Debentures) Rules, 2014 and other rules prescribed; Execution of the Transaction Documents including PAS 4 in a form and manner satisfactory to the Debenture Trustee shall have taken place; The Company shall have provided to the Debenture Trustee a certificate from a director/company secretary of the Company certifying that: <ol style="list-style-type: none"> the persons authorised to sign the Transaction Documents and any document to be delivered under or in connection therewith, on behalf of the Company, together with the names, titles and specimen signatures of such authorised signatories; the Company and its Directors have the necessary powers under the Memorandum and Articles of Association of the Company to borrow moneys pursuant to the issuance of the Debentures; the borrowing of moneys pursuant to the issuance of the Debentures and creation of Security over the Hypothecated Assets will not cause any limit binding on the Company to be exceeded;

	<p>d. no consents and approvals are required by the Company from its creditors or any Governmental Authority or any other person for the issuance of the Debentures and creation of security under the Deed of Hypothecation;</p> <p>e. no Material Adverse Effect has occurred in the Company, and/or the business of the Company;</p> <p>f. absence of any Event of Default, any potential Event of Default, any force majeure event and any Material Adverse Effect;</p> <p>g. all representations and warranties contained in this Key Information Document are true and correct in all material respects on and as of the Deemed Date of Allotment, before and after giving effect to the Issue and to the application of the proceeds therefrom; and</p> <p>h. no investor or shareholder consent/approval, pursuant to the articles of association of the Company or any shareholders' agreements or other documents/instruments entered into by the Company and its shareholders and investors, is required for the Company to enter into or perform its obligations under the Transaction Documents.</p> <p>(v) Copy of the e-Form MGT-14 filed with the ROC with respect to the board resolution or shareholders' resolution (as applicable and if required under the Act) passed for the issue of Debentures;</p> <p>(vi) a copy of the rating letter and/or the rating rationale issued by the Rating Agency in relation to the Debentures;</p> <p>(vii) a copy of the consent from the Registrar to act as the Registrar and Transfer Agent for the issue of Debentures;</p> <p>(viii) The Company shall have received consent from the Debenture Trustee to act as the Debenture Trustee for the issue of Debentures;</p> <p>(ix) Due execution of the Depository Agreements by, inter-alia, the Depository and the Company;</p> <p>(x) Due execution of the Tripartite Agreement by, inter-alia, the Registrar and Transfer Agent, Depository and the Company;</p> <p>(xi) The Company shall have submitted to the Debenture Trustee, all required documents for the purpose of satisfying its respective KYC requirements;</p> <p>(xii) The Company shall have submitted to the Debenture Trustee, a copy of the in-principle approval provided by the BSE in respect of the listing of the Debentures;</p> <p>(xiii) The Company shall have circulated the Disclosure Documents along with Offer Letter for the issue of the Debentures;</p> <p>(xiv) The Company shall have obtained due-diligence certificate from the Merchant Banker;</p> <p>(xv) The Company shall have obtained due-diligence certificate in 'Annexure IIA' of the Master Circular for Debenture Trustee from the Debenture Trustee;</p> <p>(xvi) The Company shall have created security in accordance with the Master Circular for Debenture Trustee, Operational guidelines for 'Security and Covenant Monitoring' using Distributed Ledger Technology (DLT) dated March 29, 2022 and ancillary Circulars issued by SEBI thereof;</p> <p>(xvii) The Company shall have submitted to the Debenture Trustee, its audited account statements for the most recent financial year;</p>
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	<p>(xviii) The Company shall have submitted to the Debenture Trustee, evidence that the fees, costs and expenses due from the Company pursuant to the Transaction Documents prior to execution have been paid to the satisfaction of the Debenture Trustee;</p> <p>(xix) Issuer shall deliver to the Debenture Trustee 2 (two) duly filled undated cheques in favour of Debenture Trustee corresponding to the entire Issue size;</p> <p>(xx) such other information, documents, certification by the Company's authorized representatives, opinions and instruments as the Debenture Holders may reasonably request.</p>
Conditions Subsequent to Disbursement	<p>Company shall fulfil each of the following conditions within the stipulated timelines:</p> <p>(i) Certified true copy of the board resolution for the allotment of the relevant Debentures, within 2 (two) Business Days of the Deemed Date of Allotment of Debentures.</p> <p>(ii) the Company shall make the application for listing of the Debentures and obtain listing of the Debentures within the time period prescribed under the SEBI Listing Timelines Requirements;</p> <p>(iii) the Company shall ensure that the Debentures are credited into the demat account(s) of the Debenture Holders within 2 (Two) Business Days from Deemed Date of Allotment or such time as set out under Listed NCDs Master Circular as amended from time to time.</p> <p>(iv) The Company shall immediately on receipt of funds, take on all necessary steps to, including making all applicable filings in the Registrar of Companies and obtaining all necessary approvals including filing Form PAS 5 along with the list of allottees and Form PAS 3 along with requisite fee within the timelines prescribed by the Act and Rules thereunder.</p> <p>(v) The Company shall have submitted a copy of filed Form CHG-9 (as per the Act) with the relevant Registrar of Companies by the Company within 30 (thirty) days of execution of Hypothecation Agreement, together with the certificate of registration of charge obtained in relation to the same.</p> <p>(vi) Providing all the necessary assistance to the Debenture Trustee for filing of and registering with the Central Registry under the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 for the exercise of the rights, powers and authority hereby conferred on the Debenture Trustee for effecting and perfecting the Security created or purported to be created under each Hypothecation Agreement and for enforcement of such Security within the timeline stipulated under Applicable Law.</p> <p>(vii) Copy of Form PAS-5 being maintained by the Company in accordance with the Act, where the Company has recorded the names of the subscribers to the relevant Debentures within 7 (seven) Business Days of Deemed Date of Allotment of Debentures.</p> <p>(viii) The Company shall have obtained due-diligence certificate in 'Annexure IIB' of the Master Circular for Debenture Trustee from the Debenture Trustee.</p> <p>(ix) The Company shall provide an end-use certificate from a statutory auditor certifying that funds have been utilized in accordance with</p>

	<p>Transaction Documents (along with the description of such utilization), within 60 (sixty) days of the Deemed Date of Allotment.</p> <p>(x) As applicable to the Company in accordance with the Applicable Law(s), relevant filings in the prescribed form to be made with an information utility registered with the Insolvency and Bankruptcy Board of India in accordance with provisions of the Insolvency Code and other regulations including the Insolvency and Bankruptcy Board of India (Information Utilities) Regulations, 2017.</p> <p>(xi) The Company shall list the Debentures within applicable timelines.</p> <p>(xii) The Company shall ensure compliance such other condition and provide such other information and documents and execute such documents as are customary for a financing similar to the issuance of the Debentures or as Subscriber may reasonably request or as maybe required under the applicable law (including without limitation, the Companies Act and any other guidelines/circulars issued by the SEBI and/or RBI).</p> <p>(xiii) The Company shall ensure that the Articles of Association of the Company has an enabling clause to allow the appointment of a Nominee Director by the Debenture Trustee in specified cases, within the timelines prescribed by the Securities and Exchange Board of India in this regard.</p>
Events of Default (including manner Of voting /conditions of joining Inter Creditor Agreement)	Please refer to Section 6.4 (<i>Transaction Documents and Key Terms- Events of Default</i>) of this Key Information Document.
Creation of recovery expense fund	<p>Details and purpose of the recovery expense fund</p> <p>The Issuer shall create and maintain the Recovery Expense Fund up to the amounts prescribed under the Master Circular for Debenture Trustees, in accordance with and within the timelines prescribed in the Master Circular for Debenture Trustees.</p> <p>The Company shall create a Recovery Expense Fund which shall be equal to 0.01% (Zero decimal point Zero One percent) of the Issue Size subject to maximum of Rs. 25 lakhs (Indian Rupees Twenty-Five lakhs) per issuer in the form of cash or cash equivalent(s) (including bank guarantees) maintained with the designated stock exchange.</p> <p>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>The amounts in the Recovery Expense Fund shall be utilised in the manner as may be prescribed by the Debenture Holders by a Special Resolution duly passed at the meeting of the Debenture Holders held in accordance with the provisions set out in the Transaction Documents.</p> <p>On the occurrence of an Event of Default, if the security is proposed to be enforced, the Debenture Trustee shall follow the procedure set out in the Master Circular for Debenture Trustees for utilisation of the Recovery Expense Fund.</p>
Conditions for breach of	Please refer to Section 7 (<i>Transaction Documents and Key Terms</i>) of this Key

covenants (as Specified in Debenture Trust Deed)	Information Document.
Provisions related to Cross Default Clause	Please refer to Section 6.4 (<i>Transaction Documents and Key Terms- Events of Default</i>) of this Key Information Document.
Role and Responsibilities of Debenture Trustee	<p>In addition to the other powers conferred on the Debenture Trustee and provisions for their protection and not by way of limitation or derogation of anything contained in this Key Information Document or of any statute limiting the liability of the Debenture Trustee, IT IS EXPRESSLY DECLARED as follows:</p> <ol style="list-style-type: none"> the Debenture Trustee may, in relation to these presents, act on the opinion or advice of or any information obtained from any solicitor, counsel, advocate, valuer, surveyor, broker, auctioneer, qualified accountant or other expert whether obtained by the Company or by the Debenture Trustee or otherwise; the Debenture Trustee shall be the attorney of the Company and shall have the right to execute, sign and do any deeds, documents, assurances, acts and things in the name and on behalf of the Company, which shall in the opinion of the Debenture Trustee be necessary or expedient that the Company should execute, sign and do for the purpose of carrying out any of the trusts or obligations declared or imposed upon the Debenture Trustee; the Debenture Trustee is not permitted to release / exclude any part of the Hypothecated Assets temporarily or permanently from the security created / to be created for the Debentures except in accordance with a Special Resolution/Majority Resolution; subject to the approval of the Debenture Holders by way of Special Resolution/Majority Resolution passed at a meeting of Debenture Holders held for determining the liability of the Debenture Trustee, the Debenture Trustee shall, as regards all trusts, powers, authorities and discretions, have absolute and uncontrolled discretion as to the exercise thereof and to the mode and time of exercise thereof and in the absence of any fraud, gross negligence, willful misconduct or breach of trust shall not be responsible for any loss, costs, charges, expenses or inconvenience that may result from the exercise or non-exercise thereof and in particular they shall not be bound to act at the request or direction of the Debenture Holders under any provisions of these presents unless sufficient monies shall have been provided or provision to the satisfaction of the Debenture Trustee made for providing the same and the Debenture Trustee are indemnified to their satisfaction against all further costs, charges, expenses and liability which may be incurred in complying with such request or direction; with a view to facilitating any dealing under any provisions of these presents the Debenture Trustee shall have full power to consent (where such consent is required) to a specified transaction or class of transactions conditionally; the Debenture Trustee shall not be responsible for the monies paid by Applicants for the Debentures; without prejudice to the rights to indemnity by Law given to the Debenture Trustee, the Debenture Trustee and every receiver, attorney, manager, agent or other person appointed by them shall, subject to the provisions of the Act, be entitled to be indemnified by the Company in respect of all liabilities and expenses incurred by them or him in the execution or purported execution of the powers and

	<p>trusts thereof and against all actions, proceedings, costs, claims and demands in respect of any matter or thing done or omitted and the Debenture Trustee may retain and pay out of any monies in their hands the amount of any liabilities and expenses necessary to effect such indemnity and also remuneration of the Debenture Trustee as herein provided or otherwise howsoever arising out of or in connection with these presents or the issue of the Debentures;</p> <p>viii. the Debenture Trustee shall have full power to determine all questions and doubts arising in relation to any of the provisions hereof and every such determination bonafide made (whether or not the same shall relate wholly or partially to the acts or proceedings of the Debenture Trustee) in the absence of any fraud, gross negligence, willful misconduct or breach of trust, shall be conclusive and binding upon all persons interested hereunder;</p> <p>ix. subject to the approval of the Debenture Holders by way of Special Resolution/Majority Resolution passed at a meeting of Debenture Holders held for determining the liability of the Debenture Trustee, the Debenture Trustee, except for any fraud, gross negligence, willful misconduct or breach of trust, shall not be liable for any default, omission or delay in performing or exercising any of the powers or trusts herein expressed or contained or any of them or in enforcing the covenants herein contained or any of them or in giving notice to any person or persons of the execution hereof or in taking any other steps which may be necessary, expedient or desirable or for any loss or injury which may be occasioned by reason thereof unless the Debenture Trustee shall have been previously requested by notice in writing to perform, exercise or do any of such steps as aforesaid given in writing by the Special Majority Debenture Holder(s)/Majority Debenture Holders or by a Special Resolution/Majority Resolution duly passed at a meeting of the Debenture Holders and the Debenture Trustee shall not be bound to perform, exercise or do any such acts, powers or things or to take any such steps unless and until sufficient moneys shall have been provided or provision to the satisfaction of the Debenture Trustee made for providing the same by or on behalf of the Debenture Holders or some of them in order to provide for any costs, charges and expenses which the Debenture Trustee may incur or may have to pay in connection with the same and the Debenture Trustee are indemnified to their satisfaction against all further costs, charges, expenses and liabilities which may be incurred in complying with such request;</p> <p>x. notwithstanding any contained to the contrary in this Key Information Document, the Debenture Trustee shall before taking any action on behalf of the Debenture Holders or providing any consent on behalf of the Debenture Holders, obtain the written consent of the Majority Debenture Holders;</p> <p>xi. the Debenture Trustee shall forward to the Debenture Holders copies of any information, documents from the Company pursuant to this Key Information Document within 2 (two) Business Days of receiving the same from the Company; and</p> <p>xii. The Debenture Trustee shall take all reasonable steps to realise the monies due to the Trust.</p> <p>xiii. The Debenture Trustee shall have the right to rely on notices, communications, advertisement, website information of the Company and any other related party with respect to issue etc.</p>
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	PROVIDED THAT nothing contained in this Clause shall exempt the Debenture Trustee or any receiver, attorney, manager, agent or other person appointed by the Debenture Trustee from or indemnify them against any liability for breach of trust nor any liability which by virtue of any rule or Law would otherwise attach to them in respect of any negligence, default or breach of trust which they may be guilty of in relation to their duties hereunder.
Risk factors pertaining to the issue	Please refer to Section 3 (<i>Risk Factors</i>) of the General Information Document
Governing Law and Jurisdiction	The Governing law will be the Indian Law and the Issuer submits to the exclusive jurisdiction of the courts in Chennai.
Additional Disclosures (Delay in Listing)	In accordance with the SEBI NCS Listing Regulations read together with the Listed NCDs Master Circular, the Company confirms that in the event there is any delay in listing of the Debentures beyond 3 (three) trading days from the date of closure of the issue for the Debentures, the Company (i) will pay to the Debenture Holders, penal interest of 1% (one percent) per annum over the Interest Rate for the period of delay from the Deemed Date of Allotment until the listing of the Debentures is completed.
Early Redemption Premium/ Penalty	0.50% (zero point five zero percent) per annum above the applicable Interest Rate on the Outstanding Principal Amount prepaid and accrued interest, if any.
Early Redemption/Prepayment	Subject to applicable Laws, the Company shall redeem the Debentures by providing 30 (thirty) days prior notice to the Debenture Trustee by payment of Early Redemption Premium on the Outstanding Principal Amount prepaid and accrued interest (if any).
Cure Period	Cure Period for Financial Covenants means 30 (thirty) calendar days from the date of commencement of breach (under Part A and/or Part B of Financial Covenants). Cure Period for Negative Covenants means 30 (thirty) calendar days from the date of commencement of breach. Cure Period for Reporting Covenants means 30 (thirty) calendar days from the date of commencement of breach. Cure Period for Other Covenants means 30 (thirty) calendar days from the date of commencement of breach.
Buyback	Issuer can buy back Debentures subject to applicable Law and as per the Transaction documents.

Note:

1. If there is any change in coupon rate pursuant to any event including lapse of certain time period or downgrade in rating, then such new coupon rate and the events which lead to such change should be disclosed.
2. The list of documents which has been executed in connection with the issue and subscription of debt securities shall be annexed.
3. While the debt securities are secured to the extent of hundred per cent of the amount of principal and interest amount or as per the terms of this Key Information Document, in favour of Debenture Trustee, it is the duty of the Debenture Trustee to monitor that the security is maintained.

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

The Issue proceeds will be utilized only for the purpose of onward lending to its customers.

5. While the debt securities are secured to the tune of 100% of the principal and interest amount or as per the terms of offer document/ General Information Document/ key Information Document, in favour of Debenture Trustee, it is the duty of the Debenture Trustee to monitor that the security is maintained, however, the recovery of 100% of the amount shall depend on the market scenario prevalent at the time of enforcement of the security.
6. 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.
7. Before making the application for listing of debt securities, the Issuer shall create charge as specified in the Debenture Trust Deed/ General Information Document/ Key Information Document, in favour of the debenture trustee and also execute debenture trust deed (DTD) with the Debenture trustee. The Stock Exchange(s) shall list the debt securities only upon receipt of a due diligence certificate as per format specified in NCS Listing Regulations from debenture trustee confirming creation of charge and execution of the Debenture Trust Deed. The charge created by Issuer shall be registered with Sub-registrar, Registrar of Companies, CERSAI, Depository etc., as applicable, within 30 days of creation of such charge. In case the charge is not registered anywhere or is not independently verifiable, then the same shall be considered a breach of covenants/ terms of the issue by the Issuer.
8. The Issuer reserves the right to make multiple issuances under the same ISIN. Any such issue can be made either by way of creation of a fresh ISIN or by way of issuance under an existing ISIN at premium/par/discount as the case may be.

SECTION 2: DISCLOSURES PERTAINING TO WILFUL DEFAULT

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

- a) **Name of the bank declaring the entity as a Wilful Defaulter:** NIL
- b) **The year in which the entity is declared as a Wilful Defaulter:** N.A
- c) **Outstanding amount when the entity is declared as a Wilful Defaulter:** N.A
- d) **Name of the entity declared as a Wilful Defaulter:** N.A
- e) **Steps taken, if any, for the removal from the list of wilful defaulters:** N.A
- f) **Other disclosures, as deemed fit by the Issuer in order to enable investors to take informed decisions:**
N.A
- g) **Any other disclosure as specified by SEBI:** N.A

SECTION 6: TRANSACTION DOCUMENTS AND KEY TERMS**6.1 Transaction Documents**

Including but not limited to the following documents:

- i. Debenture Trust Deed;
- ii. General information Document/Key Information Document/PAS-4;
- iii. Debenture Trustee Agreement;
- iv. Deed of Hypothecation;
- v. Term Sheet;
- vi. Board and Shareholders Resolution authorising the Issue; and

Any other documentation as may be desired by the Debenture Trustee and mutually agreed with Issuer.

6.2 Representations and Warranties of the Issuer

The Company makes the representations and warranties set out in this Clause to the Debenture Trustee for the benefit of the Debenture Holders on the date of this Key Information Document and during the term of the Debentures.

(a) Status

- (i) It is a company, duly incorporated, registered and validly existing under the Laws of India.
- (ii) It is registered as a non-banking financial company with the RBI.
- (iii) It (as defined under the Act) has the power to own their respective Assets and carry on their respective business as it is being conducted.

(b) Binding obligations

The obligations expressed to be assumed by it under the Transaction Documents are legal, valid, binding and enforceable obligations.

(c) Non-conflict with other obligations

The entry into and performance by it of, the transactions contemplated by the Transaction Documents do not and will not conflict:

- (i) any Law or regulation applicable to it;
- (ii) its Constitutional Documents
- (iii) any agreement or instrument binding upon it or any of its Assets.

(d) Power and authority

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

(e) Validity and admissibility in evidence

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

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

(f) ***No default***

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

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

Each Debenture constitutes direct and unconditional and secured obligations of the Company. The claims of the Debenture Holders shall be superior to all the claims of equity investors/ lenders of Tier I Capital and Tier II Capital (including without limitation, any Subordinated Debt). The Debentures shall rank pari passu between the Debenture Holders.

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

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

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

- (A) All information provided by the Company to the Debenture Trustee/Debenture Holders for the purposes of this Issue is true and accurate in all material respects as at the date it was provided or as at the date (if any) at which it is stated.
- (B) It has disclosed all information in the Disclosure Documents(s) that is relevant for the Applicants to apply for subscription of the Debentures.

(j) ***No Material Adverse Effect***

- (i) There has not been and there is no investigation or enquiry by, or order, decree, decision or judgment of, any Governmental Authority been issued or outstanding or to the best of the Company's knowledge (after making due and careful enquiry), anticipated against the Company which would have a Material Adverse Effect on the Company, nor has any notice or other communication (official or otherwise) from any Governmental Authority been issued or outstanding or to the best of the Company's knowledge (after making due and careful enquiry), anticipated with

respect to an alleged, actual or potential violation and/or failure to comply with any such applicable Law or requiring them to take or omit any action.

- (ii) Neither the Company nor any Group Entity has violated, or breached any applicable Law which has resulted in or could reasonably be expected to have a Material Adverse Effect.

(k) **Assets**

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

(l) **Financial statements**

- (i) Its financial statements most recently supplied to the Debenture Trustee were prepared in accordance with Ind-AS consistently applied save to the extent expressly disclosed in such financial statements.
- (ii) Its financial statements for the Previous Year supplied to the Debenture Trustee, give a true and fair view and represent its financial condition and operations during the relevant Financial Year save to the extent expressly disclosed in such financial statements.
- (iii) It has disclosed all its borrowings from various banks and financial institutions in the Disclosure Documents(s).

(m) **Solvency**

- (i) The Company is able to, and has not admitted its inability to, pay its debts as they mature and has not suspended making payment on any of its debts and it has not been deemed by a court to be unable to pay its debts for the purposes of applicable Law, nor will it become unable to pay its debts for the purposes of applicable Law as a consequence of entering into this Key Information Document or any other Transaction Document.
- (ii) The Company, by reason of actual or anticipated financial difficulties, has not commenced, and does not intend to commence, negotiations with one or more of its creditors with a view to rescheduling its Financial Indebtedness.
- (iii) The value of the Assets of the Company is more than its liabilities (taking into account contingent and prospective liabilities) and it has sufficient capital to carry on its business.
- (iv) The Company has not taken any corporate action nor has it taken any legal proceedings or other procedure or steps in relation to any bankruptcy proceedings.
- (v) No insolvency or bankruptcy process has commenced under the (Indian) Insolvency and Bankruptcy Code, 2016 in respect of the Company.
- (vi) No enquiry or proceedings have 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

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RBI's circular no. DBR.No.BP.BC.45/21.04.048/2018-19 dated June 7, 2019 on "Prudential Framework for Resolution of Stressed Assets" (as amended or modified or restated from time to time));

(n) ***No immunity***

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

(o) ***Legal and Beneficial Ownership***

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

(p) ***Compliance with Laws***

- (i) The Company and its Group Entities have conducted and are conducting their respective businesses in all material respects in compliance with all applicable Laws;
- (iii) The Company shall complete all necessary formalities including all filings with the relevant regulatory authorities, including but not limited to SEBI, and the ROC (if applicable) and obtain all consents and approvals required for the completion of the Issue.

(q) ***Anti-terrorism Laws***

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

(r) ***No Corrupt Practices***

- (i) Neither the Company nor its Promoters or affiliates have indulged in any corrupt practices pertaining to the business such as misstatement, fraud, misappropriation, embezzlement of financial and other resources or gains unreported in the audited financial statements.
- (ii) Neither the Company nor any Group Entity through its officers, directors or employees in such capacities or any person acting on behalf of the Company or any Group Entity have engaged in any Objectionable Practice.

(s) ***Taxation***

- (i) The Company has duly and punctually paid and discharged all Taxes imposed upon it or its assets within the time period allowed without incurring penalties save to the extent that (A) payment is being contested in good faith, (B) the Company has maintained adequate reserves for those Taxes, and (C) payment can be lawfully withheld;
- (ii) The Company is not overdue in the filing of any Tax returns.

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- (iii) No tax claims except as disclosed in audited financial statements are being or are reasonably likely to be asserted against the Company with respect to Taxes, where such claims could result in or cause a Material Adverse Effect.

(t) ***Disclosures in Disclosure Documents(s)***

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

(u) ***Audit***

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

(v) ***Good Business Standard***

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

(w) ***Proper book-keeping and accounting***

The Company has a proper, efficient and effective book-keeping and accounting system in place as well as adequate professional staff, including maintaining of accounts showing the loan drawings, payments, interest etc.

(x) ***Employees***

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

(y) ***Compliance with RBI/SEBI Regulations an' the Act's Requirements***

The Debentures are being issued in compliance with the applicable regulations of the RBI/SEBI and the relevant provisions of the Act as applicable. Any provision in the Deed which is not in compliance with regulations of the RBI/SEBI and the relevant provisions of the Act can be amended by the Company and the Debenture Trustee by executing an amendment to the Deed and the Debenture Holders shall have no right to raise any objection thereto.

6.3 Covenants of the Issuer

6.3.1 Financial Covenants

The Company shall comply with each of the following financial covenants at all times until the redemption of all outstanding Debentures. The Debenture Trustee may approve any application for consent in respect of the below matters, if Debenture Holders' representing more than 75% (seventy-five percent) of the Outstanding Principal Amounts of the Debentures provide their consent, within a period of 10 (ten) Business Days from the date of receipt of such request/notification from the Debenture Trustee.

However, on an Event of Default, breach of terms of Transaction Documents/breach of covenants, where the deemed consent is not applicable and the consent of the Debenture Holders/ Debenture Trustee shall be obtained as per the applicable SEBI regulation, SEBI Operating Circulars, SEBI

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Debenture Trustee Circular and any amendments from time to time and in terms of process set out Section 6.6 (*Provisions For Meeting Of Debenture Holders*) and this Key Information Document.

Part A

- 1) PAR>90 shall not exceed 6.50% (Six point Five Zero Percent) of Gross Loan Portfolio;
- 2) PAR>90 net of provisioning shall not exceed 4.00% (Four point Zero Zero percent) of Gross Loan Portfolio;
- 3) Total Debt to Tangible Net worth shall not exceed 5.00 times (Five point Zero Zero times);
- 4) Maximum permissible ratio of sum of PAR>90 and write-off (on the issuers entire portfolio including receivables sold or discounted on non-recourse basis) to Gross Loan Portfolio shall be 8.00% (Eight point Zero Zero percent). Write-offs will be considered for trailing 12 months from 1st June 2024 onwards;
- 5) Cumulative mismatches in ALM should be positive for all buckets;
- 6) Ensure that its profit after tax (as determined in accordance with Applicable Accounting Standards) is not negative for any financial quarter starting Sep'25.

Part B

1. The capital adequacy ratio (as defined in NBFC Regulations) shall be above 18%. FLDG given by the Issuer under contract (if any) shall be deducted from the capital for CRAR calculations;
2. PAR>90 shall not exceed 8% (Eight percent) of Gross Loan Portfolio;
3. PAR>90 net of provisioning shall not exceed 4.5% (Four point Five Zero percent) of Gross Loan Portfolio;
4. Total Debt to Tangible Net worth shall not exceed 5.50 times (Five point Five Zero times);
5. Maximum permissible ratio of sum of PAR>90 and write-off (on the issuers entire portfolio including receivables sold or discounted on non-recourse basis) to Gross Loan Portfolio shall be 9.00% (Nine Point Zero Zero percent). Write-offs will be considered for trailing 12 months from 1st June 2024 onwards;
6. Maximum permissible PAR>90 net of provision to Tangible Net Worth of the Issuer shall be 15% (Fifteen percent).

Consolidated: -

- 1) The Holding Company to raise a minimum equity of INR 40 Cr by 30th Sep'25 and INR 150 Cr by 31st March'26;
- 2) Total Debt to Tangible Net worth shall not exceed 4.5 times (Four point five times).

Portfolio at Risk greater than 90 days or PAR > 90 shall mean, in respect of the Issuer's Gross Loan Portfolio, at any time, 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.

Tangible Network means, with respect to any person, the amount paid up on such person's issued equity share capital, compulsorily convertible instruments and any amount standing to the credit of its reserves, less equity or equity-like investments. goodwill, deferred tax assets and other intangible assets.

Gross Loan Portfolio means and includes the outstanding principal amounts of the loans originated by the Issuer on its own books, securitized portfolio as well as loans originated on behalf of other entities by entering into partnership agreements but not included on the Issuer's own book.

All financial covenants would be tested on a quarterly basis i.e. as on 31st March, 30th June, 30th September and 31st December every year, starting from June 30, 2025, on standalone balance sheet till the redemption of the Debentures.

The financial covenants shall be certified by the Company within 90 (ninety) calendar days from the end of each Financial Year and 60 (Sixty) calendar days from the end of each financial quarter.

6.3.2 Reporting Covenants

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

(a) Monthly Reports

On each Monthly Reporting Date provide a list of Hypothecated Assets and ensure that Security Cover is maintained and be tested on a monthly basis for each month.

(b) Quarterly Reports

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

- (i) financials, operations, portfolio growth and asset quality (including static portfolio cuts, collection efficiency and portfolio at risk data), funding in formats acceptable to the Debenture Trustee and the Debenture Holders;
- (ii) the shareholding structure and composition of the board of directors in the Company;
- (iii) if applicable, the financial and other returns filed by the Company with the RBI (including without limitation, the form NBS 7 filed with the RBI);
- (iv) on a quarterly basis obtain a certificate from the independent chartered accountant of the Company giving the value of receivables/book debts including compliance with the covenants of the Offer Document/Debt Disclosure Document in the manner as may be specified by the Board from time to time.
- (v) a compliance certificate confirming compliance with the financial covenants set forth in Section 6.3.1 (*Transaction Documents and Key Terms- Financial Covenants*) of this Key Information Document signed by a Director or the Chief Financial Officer or authorised signatory of the Company in the form and substance reasonably satisfactory to the Debenture Trustee and the Debenture Holders;

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- (vi) The Company shall furnish quarterly report to the Debenture Trustee containing the following particulars:
 - i. Updated list of the names and addresses of the Debenture Holders.
 - ii. Details of the Interest due, but unpaid and reasons thereof.
 - iii. The number and nature of grievances received from the Debenture Holders and (A) resolved by the Company (B) unresolved by the Company and the reasons for the same.
 - iv. A statement that the Hypothecated Assets is sufficient to discharge the claims of the Debenture Holders as and when they become due;
 - v. Information on:
 - a. any changes in the accounting policy of the Company from that followed as on the Deemed Date of Allotment.
 - b. All data required for covenant testing including restructured POS, TTM Write-off, borrowing profile sheet, CRAR, contingent liabilities.
 - c. such other information, as may be required by the Debenture Trustee.
 - d. Change in senior management officials (any CXO or equivalent).
 - e. Any other financial / operational data as may reasonably be required by the Debenture Holder/s.

(c) Half Yearly Reports

The Company shall provide to the Debenture Trustee as per Regulation 51 of SEBI (Listing Obligations and Disclosure Requirements) Regulation, 2015 on a half-yearly basis certificate regarding maintenance of hundred percent security cover or higher security cover as per the terms of offer document/ Information Memorandum and/or Debenture Trust Deed, including compliance with all the covenants, in respect of listed non-convertible debt securities, by the statutory auditor, along with the financial results, in the manner and format as specified by SEBI.

At the end of each half year along with the half yearly financial results, certificate from the independent chartered accountant/authorised signatory of the Company giving the value of receivables/book debts including compliance with the covenants of the Disclosure Document.

(d) Annual Reports

As soon as available, and in any event within 180 (One Hundred and Eighty) calendar days after the end of each Financial Year of the Company, the independent auditor's report required and in form and substance satisfactory to the Debenture Trustee and the Debenture Holders. Such reporting will include information detailing:

- i. certified copies of its audited consolidated and non-consolidated (if any) financial statements for the Company along with Promoter/holding company's most recently completed fiscal year, prepared in accordance with Ind-AS including its balance sheet, income statement and statement of cash flow. All such information shall be complete

and correct in all material respects and fairly represents the financial condition, results of operation and changes in cash flow of the Company as of the date thereof.

ii. Audited financial of the Holding Company.

(e) Event Based Reports

The Company shall provide/cause to be provided information to the Debenture Trustee (and to the Debenture Holders, if so requested) as soon as practicable, and in any event within 10 (ten) Business Days from the occurrence of such event:

- a. any change in the shareholding structure of the Company, in form and substance satisfactory to the Debenture Trustee and the Debenture Holders;
- b. any such event that causes or can potentially cause Material Adverse Effect;
- c. the Company obtains or reasonably should have obtained actual knowledge thereof, notice of any dispute, litigation, investigation or other proceeding affecting the Company or its property or operations, which, if adversely determined, could result in a Material Adverse Effect;
- d. the Company obtains actual knowledge thereof, notice of the occurrence of any Event of Default or potential Event of Default, specifying the nature of such event and any steps the Company is taking and proposes to take to remedy the same;
- e. the Company makes any prepayment or receives a notice of any prepayment of any Financial Indebtedness of the Company;
- f. Any change in the Constitutional Documents as a result of amendments in the shareholders' agreement entered with any shareholder/investor, equity infusion in the Company; provided that such amendment(s) are not prejudicial to the interest of the Debenture Holder of this Issue;
- g. any notice of any application for winding up having been made or receipt of any statutory notice of winding up under the provisions of the Act or any other notice under any other law or otherwise of any suit or legal process intended to be filed and affecting the title to the property of the Company;
- h. Application of insolvency petition under bankruptcy code/ NCLT by the Company or any financial creditor; and

(f) Disclosures under SEBI Listed Debentures Circulars and Regulations

The Company shall disclose all such information to the Debenture Trustee under applicable laws and shall file with the BSE all such information as required under SEBI Listed Debentures Circulars and Regulations.

6.3.3 Affirmative Covenants

Issuer shall comply with the following covenants during the Tenor of the Debentures:

(a) ***Utilization of the issue proceeds***

The Company shall utilize the proceeds of this issue in accordance with applicable Laws and regulations and as provided in this Key Information Document.

(b) *Amendment of Articles of Association*

Company has amended and incorporated provisions in their Articles of Association, authorizing the Debenture Trustee to appoint a nominee director on the board of directors of the Company as per Clause 15 (1)(e) of the Securities and Exchange Board of India (Debenture Trustee) Regulations, 1993 and Rule 18(3) (e) of Companies (Share Capital and Debentures) Rules, 2014 as specified under SEBI Listed Debentures Circulars and Regulations.

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

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

(d) *Loss or damage by uncovered risks*

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

(e) *Costs and expenses*

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

(f) *Payment of Rents, etc.*

Company shall punctually pay all rents, royalties, taxes, rates, levies, cesses, assessments, impositions and outgoings, governmental, municipal or otherwise imposed upon or payable by the Company as and when the same shall become payable and when required by the Debenture Trustee produce the receipts of such payment and also punctually pay and discharge all debts and obligations and liabilities which may have priority over the Debentures and observe, perform and comply with all covenants and obligations which ought to be observed and performed by the Company under this Key Information Document.

(g) *Preserve corporate status; authorisations*

Company shall

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

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be terminated or whereby payment of the principal of or interest on the Debentures might or would be hindered or delayed;

- (ii) conduct its business with due diligence and efficiency and in accordance with sound technical, managerial and financial standards and business practices with qualified and experienced management and personnel; and
- (iii) promptly obtain all consents and authorizations as maybe necessary for performing its obligations in relation to the issue of the Debentures.

(h) ***Pay stamp duty***

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

(i) ***Furnish information to trustee***

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

(j) ***Grievance***

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

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

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

- (i) notice of any Event of Default or potential Event of Default, each as listed in Section 6.4 (*Transaction Documents and Key Terms- Events of Default*) of this Key Information Document;
- (ii) periodic review of the ratings obtained by the Company by the credit rating agencies and any revision in the rating as per the Listing Regulations;
- (iii) details of any material litigation, arbitration or administrative proceedings, etc. against the Company which may impact the ordinary course of business of the Company, including those that are required to be disclosed to the Debenture Trustee;
- (iv) any and all information required to be provided to the stock exchange under the Listing Regulations; and

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- (v) the declaration or distribution of dividend.

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

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

(m) ***Further assurances***

Company shall

- (i) execute and/or do, at their own expense, all such deeds, assurances, documents, instruments, acts, matters and things, in such form and otherwise as the Debenture Trustee may reasonably or by Law require or consider necessary in relation to enforcing or exercising any of the rights and authorities of the Debenture Trustee;
- (ii) furnish to the Debenture Trustee details of all grievances received from the Debenture Holders and the steps taken by the Company to redress the same. At the request of any Debenture Holder, the Debenture Trustee shall, by notice to the Company call upon the Company to take appropriate steps to redress such grievance and the Company shall comply with the instructions of the Debenture Trustee issued in this regard;
- (iii) obtain, comply with the terms of and do all that is necessary to maintain in full force and effect all authorisations 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;
- (iv) Ensure that till the Final Redemption Date, Mr. Anil Kumar S G shall remain in the directorship position.
- (v) Ensure that till the Final Redemption Date, Mr. Anil Kumar S G shall remain in the management position.
- (vi) maintain minimum liquidity of INR 75 crores (Rupees Seventy Five Crores) on a monthly basis starting the subsequent after the Deemed Date of Allotment;
- (vii) The Company should comply with corporate governance, follow pricing and practices approved by Board of Directors and adhere to digital lending guidelines and fair practice code issued by RBI.
- (viii) comply with:
 - (A) all Laws, rules, regulations and guidelines (including but not limited to environmental, social and taxation related Laws), as applicable in respect of the Debentures and obtain such regulatory approvals as may be required from time to time, including but not limited to SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015, SEBI NCS Listing Regulation and (iv) the provisions of the listing agreement entered into by the Company with the BSE in relation to the Debentures;
 - (B) the Securities and Exchange Board of India (Debenture Trustee) Regulations, 1993 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

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comply with the provisions of Regulation 15 thereof in performance of their duties in accordance therewith to the extent applicable to the Debentures;

- (C) the provisions of the Act in relation to the issue of the Debentures;
- (D) procure that the Debentures are rated and continued to be rated until the redemption of the Debentures;
- (E) the Company shall ensure that, at time of making any payment of interest or repayment of the principal amount of the Debentures in full or in part, the Company shall do so in the manner that is most tax efficient for the Debenture Holders (including withholding tax benefit) but without, in any way, requiring the Company to incur any additional costs, expenses or taxes and the Company shall avail of all the benefits available under any treaty applicable to the Company and/or the Debenture Holders;
- (F) Comply with any monitoring and/or servicing requests from Debenture Trustee, on a quarterly basis; and
- (G) all Laws, rules, regulations and guidelines as applicable in respect of foreign investors (if any).

(n) **Security**

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

- (i) the Debentures shall be secured with first ranking exclusive continuing security by way of a first ranking exclusive charge on the Hypothecated Assets in favour of the Debenture Trustee for the benefit of the Debenture Holders;
- (ii) that all the Assets that shall be charged to the Debenture Trustee under the Hypothecation Agreement shall always be kept distinguishable and held as the exclusive property of the Company specifically appropriated to this security and be dealt with only under the directions of the Debenture Trustee. The Company shall not create any charge, lien or other encumbrance upon or over the same or any part thereof except in favour of the Debenture Trustee nor suffer any such charge, lien or other encumbrance or any part thereof nor do or allow anything that may prejudice this security and the Debenture Trustee shall be at liberty to incur all costs and expenses as may be necessary to preserve this security and to maintain the same undiminished and claim reimbursement thereof;
- (iii) shall, on the First Security Cover Determination Date and at all times thereafter, ensure that the Security Cover Ratio is maintained and towards this end, it shall on or before each Monthly Security Cover Determination Date, Top-up the Hypothecated Assets with additional Receivables and/or Replace any Receivables constituting the Hypothecated Assets in accordance with the Hypothecation Agreement so as to ensure that Security Cover Ratio is maintained at all times from the First Security Cover Determination Date until the redemption of the Debentures in full and perfect the first ranking and exclusive charge of the Debenture Trustee over such modified Hypothecated Assets by filing Form CHG-9 with the concerned ROC and the required filing with the Central Registry in relation thereto as soon as practicable and no later than 30 (thirty) days therefrom;

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- (iv) shall, on the First Security Cover Determination Date and every Monthly Hypothecated Asset Reporting Date, as also whenever required by the Debenture Trustee, give full particulars to the Debenture Trustee of all the Hypothecated Assets from time to time and shall furnish and verify all statements, reports (including Monitoring Reports as prescribed in the Hypothecation Agreement), returns, certificates and information from time to time and as required by the Debenture Trustee and furnish and execute all necessary documents to give effect to the Hypothecated Assets;
- (v) the security interest created on the Hypothecated Assets shall be a continuing security as described in the Hypothecation Agreement;
- (vi) the Hypothecated Assets shall satisfy the eligibility criteria set out in Section 5.39 (*Summary Terms*) of this Key Information Document;
- (vii) nothing contained herein shall prejudice the rights or remedies of the Debenture Trustee and/ or the Debenture Holders in respect of any present or future security, guarantee obligation or decree for any Financial Indebtedness or liability of the Company to the Debenture Trustee and/ or the Debenture Holders; and
- (viii) the Debenture Holders shall have a beneficial interest in the moveable Assets of the Company which have been charged to the Debenture Trustee to the extent of the Outstanding Principal Amounts of the Debentures under this Key Information Document.

(o) ***Filings***

If the Debentures are listed, the Company shall file with the BSE such information as required under Chapter V of SEBI (Listing Obligations and Disclosure Requirements) Regulation, 2015;

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

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

(q) ***Delay in Security Creation***

Company shall in the event of any delay in the creation of first ranking and exclusive charge over the Hypothecated Assets within the timelines stipulated in the Hypothecation Agreement or in the event the Security Cover Ratio is not met on or prior to the First Security Cover Determination Date, the Company will, at the option of the Debenture Holders, either:

- (i) refund the Application Money as set out in Section 5.39 (*Summary Terms*) of this Key Information Document, to the Debenture Holders; or
- (ii) pay to the Debenture Holders additional interest at Default Interest Rate on the Outstanding Principal Amounts from the Deemed Date of Allotment till the creation of first ranking and exclusive charge over the Hypothecated Assets pursuant to the terms of the Hypothecation Agreement such that the Security Cover Ratio is met.

(r) ***Books of Account***

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

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

(s) ***Material Adverse Effect***

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

(t) ***Insurance***

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

(u) ***Corporate Governance***

- (i) the Company shall maintain the highest standards of corporate governance in accordance with the NBFC Master Directions;
- (ii) shall at all times until the redemption of all outstanding Debentures, ensure that there is at least 1 (one) independent director; and
- (iii) the Company shall at all times comply with the NBFC Master Directions and Digital Lending Guidelines issued by Reserve Bank of India dated September 02, 2022, as applicable and any amendments from time to time.

(v) ***General***

- i. the Company shall perform all of its obligations under the terms of the Transactions Documents and maintain in full force and effect each of the Transaction Documents;
- ii. the Company shall promptly pay and discharge all its financial obligations and regularly make all payments due and payable by the Company, including but not limited to taxes and also such payment due and payable under or in respect of the Issue or any documents executed in connection there with;
- iii. the Company shall give the Debenture Trustee any information, relating to the business, property, affairs of the Company, that materially impacts the interests of the Debenture Holders;
- iv. the Company shall comply with the 'Guidelines on Fair Practices Code for Non-Banking Financial Companies' as prescribed by the RBI from time to time; and

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- v. the Company shall at all times act and proceed in relation to its affairs and business in compliance with applicable Law.

(w) Access

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

- i. check the management of the funds made available through subscription to the Debentures;
- ii. inspect and take copies and extracts from the books, accounts and records of the Company;
- iii. the Company shall obtain, comply with and maintain all necessary licenses / authorisations;
- iv. visit and inspect the premises of the Company; and
- v. meet and discuss matters with senior management employees of the Company.

(x) Conditions Subsequent

Company shall comply with the conditions stipulated in Section 5.39 (*Summary Terms*) of this Key Information Document;

(y) Financial Covenants

Company shall comply with the financial covenants stipulated in Section 6.3.1 (*Transaction Documents and Key Terms- Financial Covenants*) of this Key Information Document;

(z) Issue Terms and Conditions

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

(aa) Internal Controls

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

(bb) Information to Debenture Trustee

The Company shall promptly provide all assistance, documents and information to the Debenture Trustee as may be required by it to enable the Debenture Trustee to fulfill its obligations as may be required by SEBI from time to time.

6.3.4 Negative Covenants

Without the prior written consent of the Debenture Trustee (approval of Majority Debenture Holders) the Company shall not take any action/ permit any action to be taken in relation to the items set out herein. The Debenture Trustee may approve any application for consent in respect of the above matters ("**Application**"), if Debenture Holders' representing more than 51% (fifty one percent) of the

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outstanding principal amounts of the Debentures provide their consent, within a period of 10 (ten) Business Days from the date of receipt of such request/notification from the Debenture Trustee ("Period"). If in the event such consent is not received within 10 (ten) business days, it would be a deemed consent the Company can take all such required actions under this schedule.

However, on an Event of Default, breach of terms of Transaction Documents/Covenants, where the deemed consent is not applicable and the consent of the Debenture Holders/ Debenture Trustee shall be obtained as per the applicable SEBI regulation, SEBI Operating Circulars, SEBI Debenture Trustee Circular and any amendments from time to time and in terms of process set out **Section 6.6 (Provisions For Meeting Of Debenture Holders)** and this Key Information Document.

(a) ***Change of business;***

Change the general nature of its business (save and except other than in ordinary course of business) from that which is permitted by the RBI. The issuer shall not undertake any new major new business outside financial services or any diversification of its business outside financial services, without approval of Majority Debenture Holders.

(b) ***Change in constitutional documents***

Change or make any alteration to its Constitutional Documents, where such amendment would have a Material Adverse Effect, without prior consent of the Debenture Trustee. The above does not apply to any changes to effect an increase in authorised share capital and any changes to the articles of association to reflect the terms of any Equity infusion or strategic sale.

(c) ***Change in shareholding***

- a. Issuer shall ensure, that each of the persons mentioned below (collectively "**Key Shareholders of the Issuer**") shall not transfer or encumber the shares of the Company held by them respectively without the prior written consent of the Debenture trustee. Without prejudice to the above, any change in the stake of the Key Shareholders of the Issuer below the existing level set out in the following table shall require prior written consent of the Debenture Trustee/ Majority Debenture Holders.

Name	Shareholding Type	Minimum Shares
Samunnati Agri Value Chain Solutions Private Limited	Fully Diluted	34,93,52,422
Mr. Gurunath Neelamani	Fully Diluted	1

- b. Issuer shall ensure, that each of the persons mentioned below (collectively "**Key Shareholders of the Holding Company**") shall not transfer or encumber the shares of the Holding Company held by them respectively without the prior written consent of the Debenture trustee. Without prejudice to the above, any change in the stake of the Key Shareholders of the Holding Company below the existing level set out in the following table shall require prior written consent of the Debenture Trustee/ Majority Debenture Holders.

Name	Shareholding Type	Minimum Shares
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Somanapalli Family Private Trust represented by its trustee Mr. Anil Kumar S G	Fully Diluted	2,38,257
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(d) ***Dividend***

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

- (i) the proposed payment or distribution is out of net income of the current Financial Year (excluding any amount resulting from the revaluation of any of the Company's assets);
- (ii) no Event of Default has occurred and is then continuing, or could occur or is reasonably likely to occur, as a result of such payment or declaration of any dividend or distribution and after giving effect to any such action;
- (iii) the Company is in compliance with the financial covenants set forth in Section 6.3.1 (*Transaction Documents and Key Terms- Financial Covenants*) of this Key Information Document; and
- (iv) the company has paid or made satisfactory provision for the payment of the installments of principal and interest due on the Debentures.

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

The Company shall not, enter into any transaction of merger, de-merger, consolidation, re-organization, scheme of arrangement or compromise with its creditors or shareholders or effect any scheme of amalgamation or reconstruction.

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

Dispose of, acquire or incorporate any associates (as defined in the Act), subsidiary (as defined in the Act) or joint ventures which are likely to have Material Adverse Effect.

(g) ***Acquisition***

Acquire, without the prior written consent of the Majority Debenture Holders, any company, business or undertaking, other than as may be permitted under this Key Information Document, if the amount of the acquisition cost is likely to have Material Adverse Effect, whether paid by cash or otherwise.

(h) ***Joint Venture***

Without the prior written consent of the Majority Debenture Holders:

- (i) acquire (or agree to acquire) any shares, stocks, securities or other interest in any joint venture; or
- (ii) transfer any assets or lend to or guarantee or indemnify or give security for the obligations of a joint venture (or agree to transfer, lend, guarantee, indemnify or give security for the obligations of a joint venture).

(i) ***Loans and Guarantees***

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The Company shall not:

- i. extend a loan to any single individual amounting to greater than INR 25,00,00,000/- (Indian Rupees Twenty-Five Crore Only);
- ii. extend a loan amounting to greater than INR 40,00,00,000/- (Indian Rupees Forty Crore Only) to any entity or group that the Issuer has already taken exposure on other than the group companies of the Issuer;
- iii. extend a loan amounting to greater than INR 30,00,00,000/- (Indian Rupees Thirty Crore Only) to any new entity or group of the Issuer;
- iv. undertake to guarantee the liabilities of any individual or entity, other than the Samunnati Agri Value Chain Solutions Private Limited, Samunnati Agri Innovations Lab Private Limited and in the ordinary course of business; or
- v. originate the wholesale lending to NBFCs with the funds generated through this issuance.

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

The Company shall not, without the prior written consent of the Majority Debenture Holders:

- i. enter into any transaction with any person or enter into or continue business relations with its shareholders, employees, affiliate(s), holding company(ies), and/or subsidiary(ies) except on proper commercial terms negotiated on an arm's length basis;
- ii. enter into or establish any partnership, profit sharing, royalty agreement or other similar other arrangement whereby the Company's income or profits are, or might be, shared with any other person other than in the ordinary course of business; or
- iii. enter into any management contract or similar arrangement whereby its business or operations are managed by any other person.

(k) ***Immunity***

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

(l) ***Liabilities***

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

(m) ***Change of control***

Issue any additional shares or equity interests and shall not have its existing shares or equity interests transferred, sold, pledged or otherwise encumbered, if such action results in change in Control of the Company. The Company will not permit a Change of Control (as defined below) from that subsisting as of the Deemed Date of Allotment.

Without prior consent approve any change in Management Control, voting rights and board seats by Promoters from that subsisting as of the Deemed Date of Allotment.

(n) ***Buy-back***

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The Company will not purchase or redeem any of its issued Equity Shares except equity shares allotted under ESOP scheme of the Company or reduce its share capital without the prior written consent of the Debenture Trustee.

(o) ***Disposal of Assets***

Sell, transfer, or otherwise dispose of in any manner whatsoever any material Assets of the Company, sell any business/division that has the effect of exiting the business or restructuring of the existing business, to be with the prior consent of the Debenture Trustee, other than any securitization/portfolio sale of assets undertaken by the Company in its ordinary course of business.

(p) ***Management Control***

The Company shall not make any material change in its management without the prior written consent of the Debenture Holders, which may cause or permit change in control (as defined under the under the SEBI (Substantial Acquisition of Shares and Takeovers) Regulations, 2011) of the Company, pass a resolution of voluntary winding up or implement any scheme for restructuring or reconstruction, consolidation, amalgamation, merger or other similar purposes.

(q) ***Material compromise or Settlement***

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

(r) ***Anti-money laundering***

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

(s) ***Related Party Transactions***

Without prior written intimation to the debenture trustee, the Issuer shall not enter into or perform any transaction(s) with a related party other than the transactions executed in an ordinary course of business and on arms' length basis and other than transactions with wholly owned subsidiaries where such transactions with wholly owned subsidiaries are also on arm's length basis.

Provided that the list of all related party transactions including omnibus approvals for the same as obtained, be intimated to debenture trustee on a quarterly basis.

Without affecting the above clause, the Issuer shall not without the prior written consent of the Debenture Trustee (i) enter into any transaction(s) (other than as mentioned in above clause – i.e. transactions in the ordinary course of business) whereby the overall outstanding amount owed to the Issuer under all such transactions exceeds 10% (Ten percent) of its net worth, (ii) whereby the overall expense incurred through such transactions (other than as mentioned in above clause i.e. transactions in the ordinary course of business) during any financial year exceeds 10% (Ten percent) of its net profit, or (iii) provide any guarantee for any indebtedness of a related party other than the subsidiaries of the issuer. The Debenture Trustee shall be granted access to any additional information that it deems necessary to monitor and evaluate this covenant. For the purposes of this clause, the terms 'net worth'

and 'related party' shall respectively have the meaning ascribed to them in sections 2 (57) and 2 (76) of the Companies Act, 2013 (and the Rules framed thereunder).

The Debenture Trustee may approve any application for waiver of, or deviation from, the abovementioned requirement, if Debenture Holders' representing more than 75% (seventy five percent) of the outstanding principal amounts of the Debentures provide their consent, within a period of 10 (ten) Business Days from the date of receipt of such request/notification from the Debenture Trustee.

(t) ***Financial Year***

Company shall not change its financial year-end from 31st March (or such other date as may be approved by Majority Debenture Holders) without the prior written consent of the Debenture Trustee.

(u) ***Breach***

The Company shall not breach or violate any covenant/warranty/representation as maybe contained in any other loan/facility agreement executed between the Company and Debenture Holder.

(v) ***Others***

Without prejudice to Clause (c) (*Change in shareholding*) of this Section 6.3.4 (*Transaction Documents and Key Terms- Negative Covenants*) the Company shall not permit sale/ transfer/ disposal of (i) equity shares of the Company, or (ii) instruments that are compulsorily and mandatorily convertible into equity shares of the Company, by the Promoter(s) and/ or (iii) permit the Promoter(s) to exit from management activities in relation to the Company.

6.4 Events of Default

(a) ***Payment Defaults***

- (i) The Company does not pay on the Due Date any amount payable pursuant to this Key Information Document and the Debentures (including but not limited to penal interest, if any) at the place and in the currency in which it is expressed to be payable, unless its failure to pay is caused by administrative or technical error and payment is made within 2 (Two) Business Days of its Due Date.
- (ii) The Debentures are not redeemed in full, along with accrued but unpaid interest, and other costs, charges and expenses incurred under or in connection with the Transaction Documents, by the Final Redemption Date.

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

- (i) The Company is unable or admits inability to pay its debts as they fall due, suspends making payments on any of its debts or, by reason of actual or anticipated financial difficulties, commences negotiations with one or more of its creditors with a view to rescheduling any of its Financial Indebtedness.
- (ii) The Company is (or deemed by Law or a court to be) insolvent or bankrupt or unable to pay its debts or stops or suspends payments of all its debts, makes a general assignment or an arrangement or composition with or for benefit of the relevant creditors in respect of any such debts or a moratorium is agreed or declared in respect of or affecting all the debts of the Company.

(c) ***Charge over Hypothecated Assets***

The Company creates or attempts to create any charge on the Hypothecated Assets or any part thereof, in addition to the charge created pursuant to the Hypothecation Agreement without the consent of the Special Majority Debenture Holders or fails to comply with the requirement of Security Cover Ratio as defined in Schedule I.

(d) ***Business***

The Company without obtaining the prior consent of the Special Majority Debenture Holders ceases to carry on its business or gives notice of its intention to do so.

The operating licenses of the Company issued by the Reserve Bank of India and/ or the Securities and Exchange Board of India are revoked.

(e) ***Security in Jeopardy***

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

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

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

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

(f) ***Fraud and Embezzlement***

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

(g) ***Misrepresentation***

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

(h) ***Material Adverse Change***

There shall have occurred a change in the business, operations, property, assets, liabilities, condition (financial or otherwise) or prospects of the Company since the date hereof that has resulted in a Material Adverse Effect acting solely on the instructions of the Majority Debenture Holders, save and except where such change is in ordinary course of business.

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

- (i) Any corporate action, legal proceedings or other procedure or step is taken in relation to:
- (A) the suspension of payments, a moratorium of any Indebtedness, winding-up, dissolution, administration or re-organisation (by way of voluntary arrangement, scheme of arrangement or otherwise) of the Company or its Affiliate;
 - (B) a composition, compromise, assignment or arrangement with any creditor of the Company or its Affiliate;
 - (C) the appointment of a liquidator, receiver, administrative receiver, administrator, compulsory manager or other similar officer in respect of the Company or its Affiliate; or
 - (D) the Company or its Affiliate, in respect of any reference or enquiry or proceedings commenced, before the National Companies Law Tribunal or under any mechanism or prescription of the RBI in respect of resolution/restructuring of stressed assets (including without limitation, under the RBI's circular no. DBR.No.BP.BC.45/21.04.048/2018-19 dated June 7, 2019 on "Prudential Framework for Resolution of Stressed Assets" (as amended or modified or restated from time to time);
 - (E) Any financial creditors' initiates proceedings under Insolvency and Bankruptcy Code, 2016 against the Company;
 - (F) A petition for the reorganization, arrangement, adjustment, winding up or composition of debts of the Company is filed on the Company (voluntary or otherwise) or have been admitted or makes an assignment for the benefit of its creditors generally and such proceeding is not contested by the company for staying, quashing or dismissed within 15 (Fifteen) days; and
 - (G) enforcement of any security over any Assets of the Company or its Affiliate.

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

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

(j) ***Cross Default***

The Company (i) defaults in any payment of any Financial Indebtedness beyond the period of grace, if any, provided in the instrument or agreement under which such Financial Indebtedness was created; (ii) defaults in the observance or performance of any agreement or condition relating to any Financial Indebtedness which results into a default (as may be defined therein) which permits the holder or holders of such Financial Indebtedness to cause (determined without regard to whether any notice is required) any such Financial Indebtedness to become due prior to its stated maturity, however it is clarified that this provision shall not cover any voluntary pre-payment made by the Company in accordance

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with the terms thereof; or (iii) any Financial Indebtedness of the Company shall be declared to be due and payable, or required to be prepaid other than by a regularly scheduled required prepayment, prior to the stated maturity thereof or (iv) default by the parent entity or any subsidiary or any associate entity of the Company in the observance or performance of any agreement or condition relating to any Financial Indebtedness or (v) any payment acceleration in any financing documents of the Company on breach of any other covenants by the Company.

(k) ***Creditors' Process***

- i. All or a material part of the undertaking, Assets, rights or revenues of the Company are condemned, seized, nationalised, expropriated or compulsorily acquired, or shall have assumed custody or control of the business or operations of the Company, or shall have taken any action for the dissolution of the Company, or any action that would prevent the Company, their member, or their officers from carrying on their business or operations or a substantial part thereof, by or under the authority of any Government or any Government Authority.
- ii. The Company does not inform the Debenture Trustee of one or more of the other creditors of the Company accelerating the payment obligations on the grounds of a material adverse change (howsoever described) or a material adverse effect (howsoever described) in the financial, operational or regulatory conditions governing the Company.
- iii. The Company has voluntarily or involuntarily become the subject of proceedings under any bankruptcy or insolvency laws and such proceedings have been admitted by a competent court or the Company is voluntarily or involuntarily dissolved.
- iv. The Company is adjudged insolvent or takes advantage of any law for the relief of insolvent debtors.
- v. Any expropriation, attachment, garnishee, sequestration, distress or execution affects any Receivables constituting Hypothecated Assets or part thereof.

(l) ***Judgments Defaults***

If one or more legal or governmental proceedings have been initiated and admitted by the competent court of law and a judgment has been passed against the Company, which in the opinion of the Debenture Trustee (acting on the instructions of the Majority Debenture Holders), may materially impair the Company's ability to perform its obligations undertaken in terms of the Transaction Documents or which has a Material Adverse Effect.

(m) ***Transaction Documents***

- i. this Key Information Document or any other Transaction Document in whole or in part, are terminated or cease to be effective or cease to be a legally valid, binding and enforceable obligation of the Company.
- ii. In the opinion of the Debenture Trustee, any of the Transaction Documents fails to provide the security interest, rights, title, remedies, power or privileges intended to be created thereby (including the priority intended to be created thereby), or such security interests do not have the priority contemplated under the Transaction Documents, or the security interest created thereunder become unlawful, invalid, or unenforceable.

(n) ***Delisting***

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

(o) ***Unlawfulness***

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

(p) ***Repudiation***

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

(q) ***Information Covenants***

The failure to comply with any reasonably monitoring and/or servicing requests from Debenture Holders, including its monthly, quarterly, annual and event-based reporting requirements as required under the reporting covenants prescribed in Section 6.3.2 (*Transaction Documents and Key Terms- Reporting Covenants*) of this Key Information Document.

(r) ***Government Intervention***

- (i) Any step is taken by Governmental Authority or agency or any other competent authority, with a view to the seizure, compulsory acquisition, expropriation or nationalisation of all or (in the opinion of the Debenture Trustee) a material part of the assets of the Company which is material to the Company;
- (ii) Any Governmental Authority having assumed custody or control of the business or operations of the Company or having taken any action for the dissolution of the Company or any action that would prevent the Company or its officers from carrying on its business or operations thereof; or
- (iii) The Company's organizational or legal status, or any license or franchise is revoked or suspended by any Governmental Authority or authority after the Company has exhausted all remedies and appeals relating thereto.

(s) ***Cessation***

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

(t) ***Alteration in Constitutional Documents***

The Company, without the previous consent in writing of the Debenture Trustee, makes or attempts to make any alteration in the provisions of its Constitutional Documents where (i) such change might in the opinion of the Debenture Trustee detrimentally affect the interests of the Debenture Holder(s) and (ii) the Company refuses or neglects to or is unable to rescind such alteration.

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

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

(v) ***Merger***

Other than as may be permitted under this Key Information Document, the rearrangement or consolidation or amalgamation with or merger with or into, or receiving of all or substantially all the assets or obligations of, another entity, or any action for reorganisation of capital without the prior written consent of the Debenture Trustee.

(w) ***Sale, disposal***

Sale, transfer, or other disposition of all or substantially all of the Company's Assets other than in the normal course of business of the Company.

(x) ***Third party***

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

(y) ***Wilful default***

Any Promoters or directors or key management personnel of the Company is/are declared as wilful defaulter by any competent authority or accused of, charged with, arrested or convicted a criminal offence involving moral turpitude, dishonesty or which otherwise impinges on the integrity of the promoter/s and/or director, including any accusations, charges and/or convictions of any offence relating to bribery.

(z) ***Failure to meet governance and data integrity standards***

Failure by the Company to meet standards with respect to management, governance, and data integrity, as may be required by the Debenture Trustee/Debenture Holders as per RBI regulations.

(aa) ***Breach of Covenants***

- i. Any breach of financial covenants stipulated in Section 6.3.1 (*Transaction Documents and Key Terms- Financial Covenants*) of this Key Information Document and the same is not cured within the Cure Period for Financial Covenants.
- ii. Any breach of reporting covenants stipulated in Section 6.3.2 (*Transaction Documents and Key Terms- Reporting Covenants*) of this Key Information Document and the same is not cured within the Cure Period for Reporting Covenants.
- iii. Any breach of negative covenants mentioned in Section 6.3.4 (*Transaction Documents and Key Terms- Negative Covenants*) and the same is not cured within the Cure Period for Negative Covenants.

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- iv. A breach by the Company of any of its obligations and covenants provided in terms of this Key Information Document or other Transaction Documents and such breach is not remedied (if capable of remedy) within the expiry of Cure Period for breach of Other Covenants from the date of such breach.
- v. A breach by the Company of any of its obligations and covenants provided in terms of this Key Information Document or other Transaction Documents other than cure period as provided in the Transaction Documents.
- vi. The Company fails to certify/confirm the non-occurrence of any Event of Default in the manner prescribed in the Reporting Covenant. Further, if the Company fails to provide certification for Financial Covenants as per the frequency defined under the section "Financial Covenants". Failure to do any of the above will be an Event of Default.
- vii. If one or more legal or governmental proceedings have been initiated and admitted by the competent court of law against the Company or any claims are made against the Company, which in the opinion of the Debenture Trustee (acting on the instructions of the 75% of the Debenture Holders), may impair the Company's ability to perform its obligations undertaken in terms of the Transaction Documents or which has a Material Adverse Effect.
- viii. If the Company is unable to cure any event mentioned under (i) to (vii) above, the Debenture Trustee shall take necessary action as prescribed under **Clause 4.1** "Consequences of Events of Default" OR provide a waiver for a specified temporary period with prior consent from 75% (Seventy-five percent) of Debenture Holders.

6.5 Consequences and Remedies of an Event of Default

If one or more of the events specified in Section 6.4 (*Transaction Documents and Key Terms- Events of Default*) of this Key Information Document occur(s), the Debenture Trustee may, in its discretion, that is, without requiring any consent or confirmation of the Company, and upon request in writing of Special Majority Debenture Holders or by a Special Resolution duly passed at the meeting of the Debenture Holders held in accordance with the provisions set out in **Clause 6** (*Provisions for the meetings of the Debenture Holders*) hereto by a notice in writing to the Company initiate the following course of action:

- a) require the Company to mandatorily redeem the Debentures and repay the principal amount on the Debentures, along with accrued but unpaid interest, and other costs, charges and expenses incurred under or in connection with this Key Information Document and other Transaction Documents;
- b) declare all or any part of the Debentures to be immediately (or on such dates as the Debenture Trustee may specify) due and payable, whereupon it shall become so due and payable;
- c) enforce any security created pursuant to the Hypothecation Agreement in accordance with its terms, as may be set out herein or therein, towards repayment of the Debentures;
- d) 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;

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- e) to appoint a nominee director as per the SEBI (Debenture Trustee) Regulations, 1993 on the board of directors of the Company or to appoint an observer to all meetings of the board of directors of the Company,
- f) take necessary action of either enforcing the Security or entering into the Inter Creditor Agreement or take any other action as decided in the meeting of Debenture Holder(s) based on the decision of the Debenture Holder(s) with Special Majority, including the decision of formation of a committee of the Debenture Holder(s) to participate in the inter creditor agreement or to enforce the Security or as may be decided in the meeting of Debenture Holder(s). Such a committee, if decided to be formed, may comprise of the designated members representing the interest of the ISIN level Debenture Holder(s) under the Debentures and be responsible to take decisions which shall be binding on the specific ISIN level Debenture Holder(s) relating to inter creditor agreement matters, or in relation to enforcement of the Security, or take any other action as may be decided by the Debenture Holder(s), from time to time. The Debenture Trustee(s) may in accordance with the decision of the Debenture Holder(s), sign the inter creditor agreement and consider the resolution plan, if any, on behalf of the Debenture Holder(s)/ Beneficial Owners in accordance with the requirements under the extant RBI guidelines, SEBI circulars, guidelines and other Applicable Laws.
- g) take all such other action expressly permitted under this Key Information Document or in the other Transaction Documents or permitted under the Law; and
- h) exercise such other rights as the Debenture Trustee may deem fit under applicable Law to protect the interest of the Debenture Holders.
- i) enter into performance of any obligations under any inter-creditor agreement (pursuant to the RBI's circular no. DBR.No.BP.BC.45/21.04.048/2018-19 dated June 7, 2019 on "Prudential Framework for Resolution of Stressed Assets", as amended, modified or restated from time to time) or any resolution plan shall be in terms of the Master Circular for Debenture Trustee.
- j) take all such other action as is expressly permitted under the Transaction Documents or permitted under Applicable Law (including initiating any insolvency proceedings under the Insolvency and Bankruptcy Code, 2016);

6.6 Provisions For Meeting Of Debenture Holders

The following provisions shall apply to the meetings of the Debenture Holders:

- (a) The Debenture Trustee or the Company may, at any time, and the Debenture Trustee shall (a) at the happening of an event, which constitutes, (i) a material breach of the Deed including breach of covenants, (ii) an Event of Default, or (iii) in its opinion affects the interest of the Debenture Holders, or (b) at the request in writing of the Debenture Holders representing not less than one-tenth in value of the Outstanding Principal Amounts of the Debentures, convene a meeting of the Debenture- holders. Any such meeting shall be held at such place (including virtual/online meeting) in the city where the registered office of the Company is situated or at such other place as the Debenture Trustee shall determine.
- (b) **Meeting of Debenture Holders**
 - (i) A meeting of the Debenture Holders may be called by giving not less than twenty-one days' notice in writing.
 - (ii) A meeting of the Debenture Holders may be called after giving shorter notice than that specified in sub-paragraph (a) above, if consent is accorded thereto by Special Majority Debenture Holders.

(c) **Notice of Meeting of Debenture Holders**

(i) Every notice of a meeting of the Debenture Holders shall specify the place and day and hour of the meeting and shall contain a statement of the business to be transacted thereat.

(ii) Notice of every meeting of the Debenture Holders shall be given to:

(1) every Debenture Holder;

(2) the persons entitled to a Debenture in consequence of death or insolvency of a Debenture Holder, by sending it through post in a prepaid letter addressed to them by name or by the title of the representatives of the deceased, or assignees of the insolvent or by any like description at the address, if any, in India supplied for the purpose by the persons claiming to be so entitled or until such an address has been so supplied, by giving the notice in any manner in which it might have been given if the death or insolvency had not occurred; and

(3) the Debenture Trustee when the meeting is convened by the Company and to the Company when the meeting is convened by the Debenture Trustee.

(d) The accidental omission to give notice to, or the non-receipt of notice by, any Debenture Holder or other person to whom it should be given shall not invalidate the proceedings at the meeting.

(e) There shall be annexed to the notice of the meeting a statement setting out all material facts concerning each such item of business, including in particular the nature of the concern or interest, if any, therein of every director and the manager, if any, of the Company. PROVIDED THAT where any item of business as aforesaid to be transacted at a meeting of the Debenture Holders relates to, or affects, any other company, the extent of shareholding interest in that company of every director, and the manager, if any, of the first mentioned company shall also be set out in the statement if the extent of such shareholding interest is not less than twenty per cent of the paid up share capital of that other company.

(f) Where any item of business relates to the approval of any document by the meeting, said document should be attached to the notice of meeting.

(g) **Quorum**

(i) The Majority Debenture Holders, personally/virtually present shall be the quorum for the meeting of the Debenture Holders and the provisions of following sub-paragraph (ii) shall apply with respect thereto.

(ii) If, within half an hour from the time appointed for holding a meeting of the Debenture Holders, a quorum is not present, the meeting, if called upon the requisition of the Debenture Holders shall stand dissolved but in any other case the meeting shall stand adjourned to the same day in the next week, at the same time and place, or to such other day and at such other time and place as the Debenture Trustee may determine and if at the adjourned meeting also a quorum is not present within half an hour from the time appointed for holding the meeting, the Debenture Holders present shall be the quorum.

(h) **Chairman of the Meeting of Debenture Holders**

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- (i) The nominee of the Debenture Trustee shall be the chairman of the meeting and in his absence the Debenture Holders personally present at the meeting shall elect one of themselves to be the chairman thereof on a show of hands.
 - (ii) If a poll is demanded on the election of the chairman, it shall be taken forthwith in accordance with the provisions of the Act, the chairman elected on a show of hands exercising (for the time being) all the powers of the chairman under these provisions.
 - (iii) If some other person is elected chairman as a result of the poll, he shall be chairman for the rest of the meeting.
- (i) The Debenture Trustee and the directors of the Company and their respective solicitors may attend any meeting but shall not be entitled as such to vote thereat.
- (j) At any meeting, a resolution put to the vote of the meeting shall be decided on a show of hands unless a poll is demanded in the manner hereinafter mentioned, and unless a poll is so demanded, a declaration by the chairman that on a show of hands the resolution has or has not been carried either unanimously or by a particular majority and an entry to that effect in the books containing the minutes of the proceedings of the meeting, shall be conclusive evidence of the fact, without proof of the number or proportion of the votes cast in favour of or against such resolution.
- (k) Before or on the declaration of the result on voting on any resolution on a show of hands, a poll may be ordered to be taken by the chairman of the meeting of his own motion, and shall be ordered to be taken by him on a demand made in that behalf by Debenture Holders representing not less than one-tenth in value of the Outstanding Principal Amounts of the Debentures, present in person or by proxy.
- (l) **Poll**
 - (i) A poll demanded on a question of adjournment shall be taken forthwith.
 - (ii) A poll demanded on any other question (not being a question relating to the election of a chairman) shall be taken at such time not being later than forty-eight hours from the time when the demand was made, as the chairman may direct.
- (m) At every such meeting each Debenture Holder shall, on a show of hands be entitled to 1 (one) vote only, but a poll be entitled to one vote in respect of every Debenture of which he is a holder in respect of which he is entitled to vote.
- (n) **Voting; proxies; etc**
 - (i) Any Debenture Holder entitled to attend and vote at the meeting shall be entitled to appoint another person (whether a Debenture Holder or not) as his proxy to attend and vote instead of himself.
 - (ii) In every notice calling the meeting there shall appear with reasonable prominence a statement that a Debenture Holder entitled to attend and vote is entitled to appoint one or more proxies, to attend and vote instead of himself, and that a proxy need not be a Debenture Holder.
 - (iii) The instrument appointing a proxy and the power of attorney (if any) under which it is signed or a notary certified copy of the power of attorney shall be deposited at the registered office of the Company not less than forty-eight hours before the time

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for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote or in case of a poll, not less than twenty-four hours before the time appointed for the taking of the poll and in default, the instrument of proxy shall not be treated as valid.

(iii) The instrument appointing a proxy shall:

(1) be in writing; and

(2) be signed by the appointer or his attorney duly authorised in writing, or if the appointer is a body corporate, be under its seal or be signed by an officer or an attorney duly authorised by it.

(o) The instrument appointing a proxy shall be substantially in the format set out in Form MGT-11 in the Companies (Management and Administration) Rules, 2014, and shall not be questioned on the ground that it fails to comply with any special requirements specified for such instruments.

(p) Every Debenture Holder entitled to vote at a meeting of the Debenture Holders of the Company on any resolution to be moved thereat shall be entitled during the period beginning twenty four hours before the time fixed for the commencement of the meeting and ending with the conclusion of the meeting to inspect the proxies lodged, at any time during the business hours of the Company, provided not less than 3 (three) days' notice in writing of the intention so to inspect is given to the Company.

(q) A vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death or insanity of the principal or the revocation of the proxy or of the authority under which the proxy was executed or the transfer of the Debenture in respect of which the proxy is given provided that no intimation in writing of such death, insanity, revocation or transfer shall have been received by the Company at the registered office before the commencement of the meeting or adjourned meeting at which the proxy is used.

(r) On a poll taken at any meeting of the Debenture Holders, a Debenture Holder entitled to more than one vote or his proxy or other person entitled to vote for him, as the case may be, need not if he votes, use all his votes or cast in the same way all the votes he us

(s) **Scrutiny of Poll**

(i) When a poll is to be taken, the Chairman of the meeting shall appoint two scrutineers to scrutinise the votes given on the poll and to report thereon to him.

(ii) The Chairman shall have power, at any time before the result of the poll is declared, to remove a scrutineer from office and to fill vacancies in the office of scrutineer arising from such removal or from any other cause.

(iii) Of the two scrutineers appointed under this paragraph, one shall always be a Debenture Holder (not being an officer or employee of the Company) present at the meeting, provided such a Debenture Holder is available and willing to be appointed.

(t) **Result of Poll**

(i) Subject to the provisions of the Act, the Chairman of the meeting shall have power to regulate the manner in which a poll shall be taken.

- (ii) The result of the poll shall be deemed to be the decision of the meeting on the resolution on which the poll was taken.

(u) **Joint Holders**

In the case of joint Debenture Holders, the vote of the senior who tenders a vote whether in person or by proxy shall be accepted to the exclusion of the other joint holder or holders.

(v) **Adjournment**

The Chairman of a meeting of the Debenture Holders may, with the consent of the meeting, adjourn the same from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.

(w) **Chairman's vote**

In the case of equality of votes, whether on a show of hands, or on a poll, the Chairman of the meeting at which the show of hands takes place or at which the poll is demanded, shall be entitled to a second or casting vote in addition to the vote or votes to which he may be entitled to as a Debenture Holder.

- (x) The demand of a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which a poll has been demanded.

(y) **Transacting of Business**

The Chairman of any meeting shall be the sole judge of the validity of every vote tendered at such meeting. The Chairman present at the taking of a poll shall be the sole judge of the validity of every vote tendered at such poll.

(z) **Powers of Debenture Holders and Exercise Thereof**

A meeting of the Debenture Holders shall, inter alia, have the following powers exercisable in the manner hereinafter specified in paragraphs (aa) to (dd) of this **Clause 6** (*Provisions for meeting of Debenture Holders*):

- a. Power to sanction re-conveyance and release, substitution or exchange of all or any part of the Hypothecated Assets from all or any part of the principal moneys and interest owing upon the Debentures.
- b. Power to sanction any compromise or arrangement proposed to be made between the Company and the Debenture Holders.
- c. Power to sanction any modification, alteration or abrogation of any of the rights of the Debenture Holders against the Company or the Hypothecated Assets whether such right shall arise under the Deed or Debentures or otherwise.
- d. Power to assent to any scheme for reconstruction or amalgamation of or by the Company whether by sale or transfer of Assets under any power in the Company's Constitutional Documents or otherwise under the Act or provisions of any Law.
- e. Power to assent to any modification of the provisions contained in the Deed and to authorise the Debenture Trustee to concur in and execute any supplemental deed embodying any such modification.

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- f. Power to remove the existing Debenture Trustee and to appoint new trustee.
- g. Power to give any direction, sanction, request or approval which under any provision of the Deed is required to be given by a Special Resolution.

(aa) ***Resolution of Debenture Holders***

- (i) The powers set out in this Section 6 shall be exercisable by a Majority Resolution or a Special Resolution or a unanimous resolution passed at a meeting of the Debenture Holders duly convened and held in accordance with provisions herein contained.
- (ii) A resolution, passed at a general meeting of the Debenture Holders duly convened and held in accordance with these presents shall be binding upon all the Debenture Holders, whether present or not at such meeting, and each of the Debenture Holders shall be bound to give effect thereto accordingly.
- (iii) The passing of any such resolutions shall be conclusive evidence that the circumstances justify the passing thereof, the intention being that it shall rest with the meeting to determine without appeal whether or not the circumstances justify the passing of such resolution.

(bb) ***Exercise of Powers without meeting***

Notwithstanding anything herein contained, any rights, powers and authorities under the Deed by a letter or letters signed by or on behalf of the Majority Debenture Holders or the Special Majority Debenture Holders or all Debenture Holders, as the case may be, without convening a meeting of such Debenture Holders as if such letter or letters constituted a Majority Resolution or a Special Resolution or a unanimous resolution, as the case may be, passed at a meeting duly convened and held as aforesaid and shall have effect accordingly.

(cc) ***Written Consent of Debenture Holders***

- (a) For any written consent of the Debenture Holders, the Debenture Trustee (or as applicable, the Company or a Debenture Holder) shall provide a notice in writing to the last available address of each Debenture Holder at least 10 (ten) Business Days prior to the date on which any decision is required to be made or consent is required to be provided.
- (b) The record date of such notice shall be the date falling 3 (three) Business Days prior to the date of dispatch of such notice.
- (c) If the notice specifies any notice period, then any consents received after such notice period will not be accepted.
- (d) Notwithstanding (a) to (c) above, the Debenture Holders can ratify any shorter notice depending on the reasons given/prevaling circumstances on a case to case basis.
- (e) The Debenture Holders can submit their consent only in written form to the Debenture Trustee.

(dd) ***Minutes***

- (a) Minutes of all resolutions and proceedings at every such meeting as aforesaid shall be made and duly entered into books from time to time provided for the purpose by the Debenture Trustee at the expense of the Company.

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- (b) Any such minutes as aforesaid, if purported to be signed by the chairman of the meeting at which such resolutions were passed or proceeding held or by the chairman of the adjourned meeting shall be conclusive evidence of the matters therein contained and until the contrary is proved every such meeting in respect of the proceedings of which minutes have been made shall be deemed to have been duly held and convened and all resolutions passed thereat or proceedings taken, to have been duly passed and taken.

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

SECTION 7: OTHER INFORMATION AND APPLICATION PROCESS

The Debentures being offered as part of the Issue are subject to the provisions of the Act, the Memorandum and Articles of Association of the Issuer, the terms of this Key Information Document and the General Information Document, Application Form and other terms and conditions as may be incorporated in the Transaction Documents.

7.1 Mode of Transfer/Transmission of Debentures

The Debentures shall be transferable freely; however, it is clarified that no Investor shall be entitled to transfer the Debentures to a person who is not entitled to subscribe to the Debentures. The Debenture(s) shall be transferred and/or transmitted in accordance with the applicable provisions of the Act and other applicable laws. The Debentures held in dematerialized form shall be transferred subject to and in accordance with the rules/procedures as prescribed by NSDL and CDSL and the relevant DPs of the transferor or transferee and any other applicable laws and rules notified in respect thereof. The transferee(s) should ensure that the transfer formalities are completed prior to the Record Date. In the absence of the same, amounts due will be paid/redemption will be made to the person, whose name appears in the Register of Debenture Holders maintained by the R&T Agent as on the Record Date, under all circumstances. In cases where the transfer formalities have not been completed by the transferor, claims, if any, by the transferees would need to be settled with the transferor(s) and not with the Issuer. The normal procedure followed for transfer of securities held in dematerialized form shall be followed for transfer of these Debentures held in dematerialised form. The seller should give delivery instructions containing details of the buyer's DP account to his DP.

7.2 Debentures held in Dematerialised Form

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

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

The Debentures since issued in electronic (dematerialized) form, will be governed as per the provisions of the Depository Act, 1996, Securities and Exchange Board of India (Depositories and Participants) Regulations, 1996, rules notified by NSDL/ CDSL/Depository Participant from time to time and other applicable laws and rules notified in respect thereof. The Debentures shall be allotted in DEMAT form only.

7.3 Debenture Trustee for the Debenture Holder(s)

The Issuer has appointed as per the information provided in the KID to act as the debenture trustee for the Debenture Holder(s). The Issuer and the Debenture Trustee have entered/intend to enter into the Debenture Trustee Agreement and the Debenture Trust Deed *inter alia*, specifying the powers, authorities and obligations of the Debenture Trustee and the Issuer. The Debenture Holder(s) shall, without further act or deed, be deemed to have irrevocably given their consent to the Debenture Trustee or any of its agents or authorized officials to do all such acts, deeds, matters and things in respect of or relating to the Debentures as the Debenture Trustee may in its absolute discretion deem necessary or require to be done in the interest of the Debenture Holder(s). Any payment made by the Issuer to the Debenture Trustee on behalf of the Debenture Holder(s) shall discharge the Issuer *pro tanto* to the Debenture Holder(s). The Debenture Trustee will protect the interest of the Debenture Holder(s) in regard to the repayment of principal and coupon thereon and they will take necessary action, subject to and in accordance with the Debenture Trustee Agreement and the Debenture Trust Deed, at the cost of the Issuer. No Debenture Holder shall be entitled to proceed directly

against the Issuer unless the Debenture Trustee, having become so bound to proceed, fails to do so. The Debenture Trustee Agreement and the Debenture Trust Deed shall more specifically set out the rights and remedies of the Debenture Holder(s) and the manner of enforcement thereof.

7.4 Sharing of Information

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

7.5 Debenture Holder not a Shareholder

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

7.6 Modification of Debentures

Any change or modification to the terms of the Debentures and the Transaction Documents shall be undertaken in accordance with the terms of the Transaction Documents.

7.7 Right to accept or reject Applications

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

7.8 Notices

Any notice in respect of the Debentures may be served by the Issuer upon the Debenture Trustee/Debenture Holders in accordance with the terms of the Transaction Documents.

7.9 Issue Procedure

Only Eligible Investors as given hereunder may apply for the Debentures by completing the Application Form in the prescribed format in block letters in English as per the instructions contained therein. The minimum number of Debentures that can be applied for and the multiples thereof shall be set out in the Application Form. No application can be made for a fraction of a Debenture. Application Forms should be duly completed in all respects and applications not completed in the said manner are liable to be rejected. The name of the applicant's bank, type of account and account number must be duly completed by the applicant. This is required for the applicant's own safety and these details will be printed on the refund orders and /or redemptions warrants.

The Applicant should transfer payments required to be made in any relation by EFT/RTGS, to the bank account as per the details mentioned in the Application Form.

Issuance through EBP (to the extent applicable)

Without prejudice to the above, if so set out in the relevant Key Information Document, the subscription to the Debentures shall be made by the Eligible Investors through the electronic book mechanism as prescribed by SEBI under the EBP Requirements by placing bids on the EBP Platform during the Issue period. The Issuer will make the bidding announcement on the EBP Platform at least 1 (one) Business Day before initiating the bidding process in accordance with the EBP Requirements. In case the Eligible Investors are not registered on the EBP Platform, they will have to register themselves as an "investor" on the EBP Platform (as a one-time

exercise) and also complete the required/prescribed "know your customer" verification process. Eligible Investors should also refer to the operational guidelines of the relevant EBP in this respect. The disclosures required pursuant to the EBP Requirements are set out hereinbelow:

Details of size of issue including green shoe option, if any and a range within which green shoe may be retained (if applicable)	Up to 25000 (Twenty Five Thousand) Senior, Secured, Listed, Rated, Transferable, Redeemable, Non-Convertible Debentures each having a face value of INR 10,000/- (Indian Rupees Ten Thousand One Lakh Only) aggregating to INR 25,00,00,000/- (Indian Rupees Twenty-Five Crores Only) Green Shoe Option: Nil
Anchor Portion Details	No
Interest rate parameter	Fixed Coupon
Bid opening and closing date	Bid opening date: April 25, 2025 Bid closing date: April 25, 2025
Minimum Bid Lot	Rs. 1,00,00,000/- (Rupees One Crore only) and in multiples of Rs. 10,000/- (Rupees Ten Thousand only) thereafter
Manner of bidding in the Issue/ Bid Type	Open
Manner of allotment in the Issue	Uniform Yield Allotment
Manner of settlement in the Issue	Pay-in of funds through ICCL. The pay-in of the Application Money for the Debentures shall be made by way of transfer of funds from the bank account(s) of the Eligible Investors (whose bids have been accepted) as registered with the Electronic Book Provider into the account of the ICCL, as specified in this regard below.
Settlement Cycle & Deemed Date of Allotment	T+1 (T being the day of bidding as per working day convention of recognized stock exchanges) Settlement of the Issue will be on April 28, 2025.

Process flow of settlement:

The Eligible Investors whose bids have been accepted by the Issuer and to whom a signed copy of this Key Information Document along with the PPOA have been issued by the Issuer and who have submitted/shall submit the Application Form ("**Successful Bidders**"), shall make the payments in respect of the Application Money in respect of the Debentures towards the allocation made to them, into the bank account of the ICCL, the details of which shall be set out in the relevant Key Information Document.

The pay-in of the Application Money by the Successful Bidders will be made only from the bank account(s), which have been provided / updated by them in the EBP system. Any amount received from third party accounts or from accounts not specified in the EBP system will be refunded and no allotment will be made against such payments. Upon the transfer of funds into the aforesaid account of ICCL and the Issuer confirming its decision to proceed with the allotment of the Debentures in favour of the Successful Bidders to the ICCL, the R&T Agent and the EBP and initiating the requisite corporate action for allotment of Debentures and credit of the demat letter of allotment into the relevant demat account of the Successful Bidders through the R&T Agent, the R&T Agent shall provide corporate action file along with all requisite documents to the relevant Depositories by 12:00 hours and also intimate the EBP of the aforesaid actions. Upon the Depositories confirming the allotment of the Debentures and the credit of the Debentures into the demat account of the Successful Bidders to EBP, the subscription monies in respect of the Debentures from the aforesaid account of ICCL shall be released into the Issuer's bank account, the details of which are as set out below:

Name of Bank	ICICI Bank
IFSC Code	ICIC0000106
Account number	ICCLEB

Name of beneficiary	Indian Clearing Corporation Limited
Name of Bank	HDFC Bank
IFSC Code	HDFC0000060
Account number	ICCLEB
Name of beneficiary	Indian Clearing Corporation Limited

It must be noted that all funds pay-in obligations need to be fulfilled in totality. Partial fund receipt against any given obligation will be treated as a default and debarment penalties will be applicable as specified by the EBP Requirements and other Applicable Law.

2.1 Application Procedure

Potential Investors will be invited to subscribe by way of the Application Form prescribed in the Placement Memorandum during the period between the Issue Opening Date and the Issue Closing Date (both dates inclusive). The Issuer reserves the right to change the issue schedule including the Deemed Date of Allotment at its sole discretion, without giving any reasons. The Issue will be open for subscription during the banking hours on each day during the period covered by the Issue Schedule.

Issuance through EBP (to the extent applicable)

The Issue will be open for subscription during the banking hours on each day during the period covered by the Issue Schedule, and the procedure will be subject to the EBP Requirements. Where an Eligible Investor (as defined below) is participating/bidding on the EBP Platform through an arranger or a custodian, such Eligible Investor must follow, and must ensure that the arranger or a custodian representing it, follows, the procedure and the bidding threshold requirements prescribed under the EBP Requirements.

Potential Investors may also be invited to subscribe by way of the Application Form prescribed in the relevant Key Information Document during the period between the Issue Opening Date and the Issue Closing Date (both dates inclusive). The Issuer reserves the right to change the issue schedule including the Deemed Date of Allotment at its sole discretion, without giving any reasons.

2.2 Fictitious Applications

All fictitious applications will be rejected.

Without prejudice to the above, if the proposed issuance of Debentures is through EBP (as set out in the relevant Key Information Document), each Eligible Investor shall provide a confirmation to the EBP that it is not using any software, algorithm, "Bots" or other automation tools, which would give unfair access for placing bids on the EBP Platform.

2.3 Basis of Allotment

Notwithstanding anything stated elsewhere, the Issuer reserves the right to accept or reject any application, in part or in full, without assigning any reason. Subject to the aforesaid, in case of over subscription, priority will be given to potential investors on a first come first serve basis. The investors will be required to remit the funds as well as submit the duly completed Application Form along with other necessary documents to the Issuer by the Deemed Date of Allotment.

Issuance through EBP (to the extent applicable)

Without prejudice to the above, if the proposed issuance of Debentures is through EBP (as set out in the relevant Key Information Document), the allotment and settlement amount for the bidders shall be determined in accordance with the EBP Requirements and the operational guidelines issued by the relevant

EBP. The bids for the purposes allotment and settlement shall be arranged on a "price time priority" basis in accordance with the EBP Requirements. If two or more bids made by Eligible Investors have the same coupon/price/spread and time, then allotment shall be done on a "pro rata" basis. The investors will be required to remit the funds in the account of the ICCL as well as submit the duly completed Application Form along with other necessary documents to the Issuer by the Deemed Date of Allotment.

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

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

2.4 Payment Instructions

The Application Form should be submitted directly. The entire amount of INR 1,00,000 (Indian Rupees One Lakh) per Debenture is payable along with the making of an application. Applicants can remit the application amount on the Pay-in Date in the account details provided in Section 8.9 (*Issue Procedure*) above.

7.10 Eligible Investors

The following categories of investors, when specifically approached and have been identified upfront, are eligible to apply for this private placement of Debentures subject to fulfilling their respective investment norms/rules and compliance with laws applicable to them by submitting all the relevant documents along with the Application Form ("**Eligible Investors**"):

- (a) Resident Individuals;
- (b) Hindu Undivided Family;
- (c) Trust;
- (d) Limited Liability Partnerships, Partnership Firm(s);
- (e) Portfolio Managers and Foreign Institutional Investors (FII) registered with SEBI;
- (f) Association of Persons;
- (g) Companies and Bodies Corporate including Public Sector Undertakings;
- (h) Commercial Banks, Regional Rural Banks, Financial Institutions;
- (i) Insurance Companies;
- (j) Mutual Funds/ Alternative Investment Fund (AIF); and
- (k) any other investor eligible to invest in these Debentures.

If the proposed issuance of Debentures is through EBP (as set out in the relevant Key Information Document), Investors, who are registered on the EBP Platform and are eligible to make bids for the Debentures of the Issuer and to whom allocation is to be made by Issuer pursuant to selection under the electronic book mechanism for issuance of securities on private placement basis in terms of the EBP Requirements and the Electronic Book Providers shall be considered as "identified persons" for the purposes of Section 42(2) of the Companies Act, 2013, to whom the Issuer shall make private placement of the Debentures and only such "identified persons" shall receive a direct communication from the Issuer with offer to subscribe to the Debentures and only such "identified persons" shall be entitled to subscribe to the Debentures.

Additionally, those arrangers/brokers/intermediaries etc. (as per the defined limits under the EBP Requirements) specifically mapped by the Issuer on the EBP Platform are also eligible to bid/apply/invest for this Issue.

All Eligible Investors are required to check and comply with Applicable Law(s) including the relevant rules / regulations / guidelines applicable to them for investing in this Issue of Debentures and the Issuer, is not in any way, directly or indirectly, responsible for any statutory or regulatory breaches by any investor, neither is the Issuer required to check or confirm the same.

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

All potential Investors are required to comply with the relevant regulations/guidelines applicable to them for investing in this issue of Debentures.

Note: Participation by potential investors in the Issue may be subject to statutory and/or regulatory requirements applicable to them in connection with subscription to Indian securities by such categories of persons or entities. Applicants are advised to ensure that they comply with all regulatory requirements applicable to them, including exchange controls and other requirements. Applicants ought to seek independent legal and regulatory advice in relation to the laws applicable to them.

7.11 Eligible Investors should refer to the Operational Guidelines

If the proposed issuance of Debentures is through EBP (as set out in the relevant Key Information Document), the details of the Issue shall be entered on the EBP Platform by the Issuer in accordance with the EBP Requirements and the operational guidelines of the relevant EBP. The Issue will be open for bidding for the duration of the bidding window that would be communicated through the Issuer's bidding announcement on the EBP Platform.

7.12 Post-Allocation Disclosures by the EBP

If the proposed issuance of Debentures is through EBP (as set out in the relevant Key Information Document), upon final allocation by the Issuer, the Issuer shall disclose the relevant details (such as Issue Size, coupon rate, ISIN, number of successful bidders, category of the successful bidder(s), etc.), in accordance with the EBP Requirements and the operational guidelines of the relevant EBP. The EBP shall upload such data, as provided by the Issuer, on its website to make it available to the public.

7.13 Procedure for Applying for Dematerialised Facility

- (a) The applicant must have at least one beneficiary account with any of the DP's of NSDL and CDSL prior to making the application.
- (b) The applicant must necessarily fill in the details (including the beneficiary account number and DP - ID) appearing in the Application Form under the heading "Details for Issue of Debentures in Electronic/Dematerialised Form".
- (c) Debentures allotted to an applicant will be credited to the applicant's respective beneficiary account(s) with the DP.
- (d) For subscribing to the Debentures, names in the Application Form should be identical to those appearing in the details in the Depository. In case of joint holders, the names should necessarily be in the same sequence as they appear in the account details maintained with the DP.
- (e) Non-transferable allotment advice/refund orders will be directly sent to the applicant by the Registrar and Transfer Agent to the Issue.

- (f) If incomplete/incorrect details are given under the heading “Details for Issue of Debentures in Electronic/Dematerialised Form” in the Application Form, it will be deemed to be an incomplete application and the same may be held liable for rejection at the sole discretion of the Issuer.
- (g) For allotment of Debentures, the address, nomination details and other details of the applicant as registered with his/her DP shall be used for all correspondence with the applicant. The applicant is therefore responsible for the correctness of his/her demat details given in the Application Form vis-a-vis those with his/her DP. In case the information is incorrect or insufficient, the Issuer would not be liable for the losses, if any.
- (h) The redemption amount or other benefits would be paid to those Debenture Holders whose names appear on the list of beneficial owners maintained by the R&T Agent as on the Record Date. In case of those Debentures for which the beneficial owner is not identified in the records of the R&T Agent as on the Record Date, the Issuer would keep in abeyance the payment of the redemption amount or other benefits, until such time that the beneficial owner is identified by the R&T Agent and conveyed to the Issuer, whereupon the redemption amount and benefits will be paid to the beneficiaries, as identified.

7.14 Depository Arrangements

The Issuer shall make necessary arrangement with CDSL and NSDL for issue and holding of Debentures in dematerialised form.

7.15 Market Lot

The market lot for trading of Debentures will be one Debenture (“**Market Lot**”). Since the Debentures are being issued only in dematerialised form, the odd lots will not arise either at the time of issuance or at the time of transfer of debentures.

7.16 List of Beneficiaries

The Issuer shall request the R&T Agent to provide a list of beneficiaries as at the end of each Record Date. This shall be the list, which will be used for payment or repayment of redemption monies.

7.17 Application under Power of Attorney

A certified true copy of the power of attorney or the relevant authority as the case may be along with the names and specimen signature(s) of all the authorized signatories of the Investor and the tax exemption certificate/document of the Investor, if any, must be lodged along with the submission of the completed Application Form. Further modifications/additions in the power of attorney or authority should be notified to the Issuer or to its agents or to such other person(s) at such other address(es) as may be specified by the Issuer from time to time through a suitable communication.

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

7.18 Procedure for application by Mutual Funds and Multiple Applications

In case of applications by mutual funds and venture capital funds, a separate application must be made in respect of each scheme of an Indian mutual fund/venture capital fund registered with the SEBI and such

applications will not be treated as multiple application, provided that the application made by the asset management company/trustee/custodian clearly indicated their intention as to the scheme for which the application has been made.

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

- (a) SEBI registration certificate
- (b) Resolution authorizing investment and containing operating instructions
- (c) Specimen signature of authorized signatories

7.19 Documents to be provided by Investors

Investors need to submit the following documents, as applicable:

- (a) Memorandum and Articles of Association or other constitutional documents
- (b) Resolution authorising investment
- (c) Certified true copy of the Power of Attorney to custodian
- (d) Specimen signatures of the authorised signatories
- (e) SEBI registration certificate (for Mutual Funds)
- (f) Copy of PAN card
- (g) Application Form (including EFT/RTGS details)

7.20 Applications to be accompanied with Bank Account Details

Every application shall be required to be accompanied by the bank account details of the applicant and the magnetic ink character reader code of the bank for the purpose of availing direct credit of redemption amount and all other amounts payable to the Debenture Holder(s) through cheque/EFT/RTGS.

7.21 Succession

In the event of winding up of a Debenture Holder (being a company), the Issuer will recognise the legal representative as having title to the Debenture(s). The Issuer shall not be bound to recognize such legal representative as having title to the Debenture(s), unless they obtain legal representation, from a court in India having jurisdiction over the matter.

The Issuer may, in its absolute discretion, where it thinks fit, dispense with production of such legal representation, in order to recognise any person as being entitled to the Debenture(s) standing in the name of the concerned Debenture Holder on the production of sufficient documentary proof and an indemnity.

7.22 Mode of Payment

All payments must be made through cheque(s) demand draft(s), EFT/RTGS as set out in the Application Form.

7.23 Effect of Holidays

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

7.24 Tax Deduction at Source

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

7.25 Letters of Allotment

In accordance with the Securities and Exchange Board of India (Issue and Listing of Non-Convertible Securities)

Regulations, 2021 as amended from time to time, read together with the requirements in respect of the timelines for listing of debt securities issued on a private placement basis prescribed in SEBI Listing Timelines Requirements, the Issuer shall ensure that the Debentures are credited into the demat accounts of the Debenture Holders of the Debentures within 2 (two) Business Days from the Deemed Date of Allotment.

7.26 Deemed Date of Allotment

Deemed Date of Allotment All the benefits under the Debentures, including but not limited to the payment of Coupon, will accrue to the Investor from the deemed date of allotment. The deemed date of allotment for the Issue is April 28, 2025.

All benefits related to the Debentures will be available to the Debenture Holders from the Deemed Date of Allotment. The actual allotment of the Debentures may take place on a date other than the Deemed Date of Allotment. The Company reserves the right to keep multiple allotment date(s)/Deemed date(s) of Allotment at its sole and absolute discretion without any notice to the Debenture holders. In case the Issue Closing Date is revised, the Deemed Date of Allotment may also be revised by the Company at its sole and absolute discretion.

7.27 Record Date

Means 15 (fifteen) calendar days prior to the Interest Payment Date, Redemption Date, Scheduled Maturity Date or any date on which on which any payment is to be made by the Company/ the Debenture Trustee to the Debenture Holders in accordance with the terms of the Debentures, on the basis of which, the determination of the persons entitled to receive payment of the accrued Interest, redemption of principal and other payments, if any, as the case may be, in respect of the Debentures shall be made.

7.28 Refunds

For applicants whose applications have been rejected or allotted in part, refund orders will be dispatched within 7 (seven) days from the Deemed Date of Allotment of the Debentures.

In case the Issuer has received money from applicants for Debentures in excess of the aggregate of the application money relating to the Debentures in respect of which allotments have been made, the R&T Agent shall upon receiving instructions in relation to the same from the Issuer repay the moneys to the extent of such excess, if any.

7.29 Interest on Application Money

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

7.30 Pan Number

Every applicant should mention its Permanent Account Number ("PAN") allotted under Income Tax Act, 1961, on the Application Form and attach a self-attested copy as evidence. Application forms without PAN will be considered incomplete and are liable to be rejected.

7.31 Payment on Redemption

Payment on redemption will be made by way of cheque(s)/redemption warrant(s)/demand draft(s)/credit through RTGS system/funds transfer in the name of the Debenture Holder(s) whose names appear on the list of beneficial owners given by the Depository to the Issuer as on the Record Date.

The Debentures shall be taken as discharged on payment of the redemption amount by the Issuer on maturity to the registered Debenture Holder(s) whose name appears in the Register of Debenture Holder(s) on the Record Date. On such payment being made, the Issuer will inform NSDL and CDSL and accordingly the account of the Debenture Holder(s) with NSDL and CDSL will be adjusted.

On the Issuer dispatching the amount as specified above in respect of the Debentures, the liability of the Issuer shall stand extinguished.

Disclaimer: Please note that only those persons to whom this Key Information Document has been specifically addressed are eligible to apply. However, an application, even if complete in all respects, is liable to be rejected without assigning any reason for the same. The list of documents provided above is only indicative, and an investor is required to provide all those documents / authorizations / information, which are likely to be required by the Issuer. The Issuer may, but is not bound to, revert to any investor for any additional documents / information, and can accept or reject an application as it deems fit. Provisions in respect of investment by investors falling in the categories mentioned above are merely indicative and the Issuer does not warrant that they are permitted to invest as per extant laws, regulations, etc. Each of the above categories of investors is required to check and comply with extant rules/regulations/ guidelines, etc. governing or regulating their investments as applicable to them and the Issuer is not, in any way, directly or indirectly, responsible for any statutory or regulatory breaches by any investor, neither is the Issuer required to check or confirm the same.

SECTION 8: UNDERTAKING**(1) UNDERTAKINGS IN RELATION TO THE ISSUER BEING ELIGIBLE UNDER THE SEBI ILNCS REGULATIONS**

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

- (a) the Issuer, any of its promoters, promoter group or directors are debarred from accessing the securities market or dealing in securities by the Board;
- (b) any of the promoters or directors of the Issuer is a promoter or director of another company which is debarred from accessing the securities market or dealing in securities by the Board;
- (c) the Issuer or any of its promoters or directors is a wilful defaulter;
- (d) any of the promoters or whole-time directors of the issuer is a promoter or whole-time director of another company which is a wilful defaulter;
- (e) any of its promoters or directors is a fugitive economic offender; or
- (f) any fine or penalties levied by the Board /Stock Exchanges is pending to be paid by the Issuer at the time of filing this Key Information Document.

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

The Issuer hereby undertakes that the assets on which charge is proposed to be created as security for any series of Debentures issued pursuant to this Key Information Document and the relevant Key Information Document for the relevant issuance of Debentures shall be free from any encumbrances. The Issuer further undertakes that any such charge proposed to be created is a first ranking exclusive charge and therefore no permission or consent to create a second or pari-passu charge on the assets of the Issuer is required to be obtained from any creditor (whether or not existing) of the Issuer.

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

The Issuer undertakes and states as follows:

- (a) investors are advised to read the risk factors carefully before taking an investment decision in this Issue. For taking an investment decision, investors must rely on their own examination of the Issuer and the offer including the risks involved. The securities have not been recommended or approved by the any regulatory authority in India, including SEBI nor does SEBI guarantee the accuracy or adequacy of this document. Specific attention of investors is invited to the statement of 'Risk factors' given on page number 21 under the section 'GENERAL RISKS AND RISKS IN RELATION TO THE NON-CONVERTIBLE SECURITIES';
- (b) the Issuer, having made all reasonable inquiries, accepts responsibility for, and confirms that this issue document contains all information with regard to the issuer and the issue, that the information contained in this issue document is true and correct in all material aspects and is not misleading in any material respect, that the opinions and intentions expressed herein are honestly held and that there are no other facts, the omission of which make this document as a whole or any of such information or the expression of any such opinions or intentions misleading in any material respect; and
- (c) the Issuer has no side letter with any debt securities holder except the one(s) disclosed in this issue document/Key Information Document/ General Information Document. Any covenants later added shall be disclosed on the stock exchange website where the debt is listed.

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

The Issuer declares that nothing in the issue document/Key Information Document/ General Information Document is contrary to the provisions of Companies Act, 2013 (18 of 2013), the Securities Contracts (Regulation) Act, 1956 (42 of 1956) and the Securities and Exchange Board of India Act, 1992 (15 of 1992) and the rules and regulations made thereunder.

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

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

Please refer to Section 5.39 (*Summary Terms*) of this Key Information Document.

- (b) **Title deeds (original/ certified true copy by issuers/ certified true copy by existing charge holders, as available) or title reports issued by a legal counsel/ advocates, copies of the relevant agreements/ Memorandum of Understanding**

Not applicable.

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

Please refer to Section 5.39 (*Summary Terms*) of this Key Information Document.

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

Please refer to Section 5.39 (*Summary Terms*) of this Key Information Document.

- (e) **In case securities (equity shares etc.) are being offered as security then a holding statement from the depository participant along-with an undertaking that these securities shall be pledged in favour of debenture trustee(s) in the depository system:** Not applicable.

- (f) **Details of any other form of security being offered viz. Debt Service Reserve Account etc.:** Not applicable.

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

- (h) **Declaration:** The Issuer declares that any Debentures issued pursuant to this Key Information Document or PPOA for the relevant issuance of 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.

- (i) **Terms and conditions of debenture trustee agreement including fees charged by debenture trustees(s):** Please refer to Annexure VII (*Debenture Trustee Agreement*).

- (j) **Details of security to be created:** Please refer section named "*Security (Including description, type of security, type of charge, likely date of creation of security, minimum security cover, revaluation, replacement of security)*" in Section 5.39 (*Summary Terms*).

- (k) **Process of due diligence carried out by the debenture trustee:** Please refer section 5.35 (*Listing and Monitoring Requirements*).

- (l) **Due diligence certificate as per the format specified in Annexure IIA:** Please refer to Annexure VI (*Due Diligence Certificate of the Debenture Trustee*).
- (m) **Due diligence certificate as per the format specified in Schedule IV of the Securities and Exchange Board of India (Issue and Listing of Non-Convertible Securities) Regulations, 2021:** To be set out in the relevant Key Information Document for the relevant issuance of Debentures.

(6) **OTHER UNDERTAKINGS**

The Issuer hereby confirms that:

- (a) the Issuer is eligible and in compliance with SEBI NCS Regulations, as amended from time to time, to make the private placement of debt instruments;
- (b) (to the extent applicable) the Issuer or its promoters or whole-time directors are not in violation of the provisions of Regulation 24 of the SEBI Delisting Regulations, 2009;
- (c) neither the Issuer nor any of its promoters or directors is a willful defaulter as defined under Regulation 2 (1) (ss) of the SEBI NCS Regulations; and
- (d) the Issuer, its promoters, its directors are not in violation of the restrictions imposed by SEBI under SEBI circular no. SEBI/HO/ MRD/DSA/CIR/P/2017/92 dated August 01, 2017.

For Samunnati Finance Private Ltd

For Samunnati Finance Private Limited

Name: Anil Kumar S G

DIN: 01189011

Place: Chennai

Date: April 23, 2025

Name: Gurunath N

Director

DIN: 02799586

Place: Chennai

Date: April 23, 2025

SECTION 9: DECLARATION BY THE DIRECTORS

Each of the directors of the Company hereby confirm and declare that:

- A. the Issuer is in compliance with the provisions of Securities Contracts (Regulation) Act, 1956 (42 of 1956) and the Securities and Exchange Board of India Act, 1992 (15 of 1992), Companies Act, 2013 (18 of 2013) and the rules and regulations made thereunder;
- B. the compliance with the Acts and the rules and regulations does not imply that payment of dividend or interest or repayment of non-convertible securities, if applicable, is guaranteed by the Central Government;
- C. the monies received under the Issue shall be used only for the purposes and objects indicated in this Key Information Document; and
- D. whatever is stated in this Key Information Document and in the attachments thereto is true, correct and complete and no information material to the subject matter of this Key Information Document has been suppressed or concealed and is as per the original records maintained by the promoters subscribing to the Memorandum of Association and the Articles of Association.

General Risk
<i>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. Before 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 this Key Information Document. These risks are not, and are not intended to be, a complete list of all risks and considerations relevant to the non-convertible securities or investor's decision to purchase such securities.</i>

I am authorized by the Board of Directors of the Company vide resolution number 18 dated December 20, 2024 to sign this Key Information Document and declare that all the requirements of Companies Act, 2013 and the rules made thereunder in respect of the subject matter of this Key Information Document and matters incidental thereto have been complied with.

It is further declared and verified that all the required attachments have been completely, correctly and legibly attached to this form.

For Samunnati Finance Private Ltd

For Samunnati Finance Private Limited

 Name: Anil Kumar S G
 DIN: 01189011
 Place: Chennai
 Date: April 23, 2025

 Name: Gurunath N
 Director
 DIN: 02799586
 Place: Chennai
 Date: April 23, 2025

SECTION 10: ATTESTATION BY AUTHORISED PERSON(S)

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

- (a) The Issuer is in compliance with the provisions of Securities Contracts (Regulation) Act, 1956 and the Securities and Exchange Board of India Act, 1992, Companies Act, 2013 and the rules and regulations made thereunder.
- (b) The compliance with the Securities Contracts (Regulation) Act, 1956 and the Securities and Exchange Board of India Act, 1992, Companies Act, 2013 and the rules does not imply that payment of dividend or interest or repayment of non-convertible securities, is guaranteed by the Central Government.
- (c) The monies received under the offer shall be used only for the purposes and objects indicated in this Key Information Document.
- (d) Whatever is stated in this Key Information Document and the relevant Key Information Document and in the attachments thereto is true, correct and complete and no information material to the subject matter of this Key Information Document and the relevant Key Information Document has been suppressed or concealed and is as per the original records maintained by the promoters subscribing to the Memorandum of Association and Articles of Association.
- (e) General Risk:

Investment in non-convertible securities is risky, and investors should not invest any funds in such securities unless they can afford to take the risk attached to such investments. Investors are advised to take an informed decision and to read the risk factors carefully before investing in this offering. For taking an investment decision, investors must rely on their examination of the issue including the risks involved in it. Specific attention of investors is invited to statement of risk factors contained under Section 4 of the Key Information Document and Section 3 of this Key Information Document. These risks are not, and are not intended to be, a complete list of all risks and considerations relevant to the non-convertible securities or investor's decision to purchase such securities.

- (f) The contents of the document have been perused by the Board of Directors, and the final and ultimate responsibility of the contents mentioned herein shall also lie with the Board of Directors.
- (g) The person(s) set out below are duly authorised to attest to the above by the board of directors or the governing body, as the case may be, by a resolution, a copy of which is also disclosed in Annexure XI (*Board Resolution*).

On behalf of the Issuer:

For Samunnati Finance Private Ltd

For Samunnati Finance Private Limited

Name: Anil Kumar S G
DIN: 01189011
Place: Chennai
Date: April 23, 2025

Name: Gurunath N
Director
DIN: 02799586
Place: Chennai
Date: April 23, 2025

ANNEXURE I: AUDITED FINANCIAL STATEMENTS

<https://www.bseindia.com/xml-data/corpfiling/AttachLive/f25bf9ff-9745-4229-b9ae-12026d016a95.pdf>

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

Attached Separately.

ANNEXURE III: CONSENT LETTER FROM THE DEBENTURE TRUSTEE

CATALYST
Believe in yourself... Trust us!

CL/DEB/25-26/124 **Date : 17-Apr-2025**

To,
M. Devisri,
Samunnati Finance Private Limited,
Baid Hi Tech Park, 7th Floor, No. 129 B, East Coast Road,
Thiruvanniyur, Chennai, Tamil Nadu – 600041,
Chennai,
Tamil Nadu,
India 600041.

Dear Sir/ Madam,

Re: Consent to act as a Debenture Trustee for Private Placement of Fully Paid, Rated, Listed, Redeemable, Transferable, Secured, Non-Convertible Debentures of ₹ 25.00 Crores

We refer to your letter dated 17.04.2025, requesting us to convey our consent to act as the Debenture Trustee for captioned issue of Debentures.

We hereby convey our acceptance to act as Debenture Trustees for the said issue Debentures, subject to execution of Debenture Trustee Agreement as per Regulation 13 of SEBI (Debenture Trustee) Regulations, 1993, thereby agreeing to execute Debenture Trust Deed and to create the security if applicable within the timeline as per relevant Laws / Regulations and in the Offer Document / Information Memorandum / Disclosure Document / Placement Memorandum and company agreeing / undertaking to comply with the provisions of SEBI (Debenture Trustee) Regulations, 1993, SEBI (Issue and Listing of Non-Convertible Securities) Regulations, 2021, SEBI (Listing Obligations & Disclosure Requirements) Regulation 2015, Companies Act, 2013 and Rules thereunder and other applicable laws as amended from time to time.

Fee Structure for the proposed transaction will be as per annexure A.

Assuring you of the best professional services.

Thanking you.

Yours faithfully,

Name : Priti Shetty
Designation : Assistant Vice President



CATALYST TRUSTEESHIP LIMITED (FORMERLY: GDA TRUSTEESHIP LIMITED)
Mumbai Office : 10th Floor, Tower 1, Peninsula Business Park, Sagarpet Suburb, Lower Panel (W), Mumbai - 400013 Tel : +91 (022) 4922 0895 Fax : +91 (022) 4922 0896
Regd. Office : GDA House, Plot No. 85, Brundar Colony (Right), Paud Road, Pune 411 016 Tel : +91 (020) 25800601 Fax : +91 (020) 25288275
Delhi Office : Office No. 410, 3rd Floor, Kirti Building, 28, Kirti Road, New Delhi - 110001 Tel : +91 11 402 2911002
CIN No. U74999DL1987PLC110162 Email : info@catatrustee.com Website : www.catatrustee.com
Place : Mumbai | Bangalore | Delhi | Chennai



CATALYST
Believe in yourself... Trust us!



Annexure A

Fee Structure for transaction CL/DEB/25-26/124

PERTICULARS	AMOUNT
Acceptance fees (one-time, non-refundable, payable on our appointment)	₹ 110,000.00
Annually Trusteeship Fees(Amount/Percentage)	₹ 0.00

Annually Fees are payable in advance each year from date of execution till termination of the transaction. Pro-rata charges would apply for the first year till FY end, as applicable. The taxes on above fee structure are payable at applicable rates from time to time.

All out of pocket expenses incurred towards legal fees, travelling, inspection charges, etc shall be levied and re-imbursed on actual basis.

Please return the second copy this letter duly signed by Authorized Officer from your company.

Yours Faithfully,

We accept the above terms.

For Catalyst Trusteeship Limited

For Samunnati Finance Private Limited



Name : Priti Shetty

Designation : Assistant Vice President



Name :

Designation :

CATALYST TRUSTEESHIP LIMITED (FORMERLY: CDA TRUSTEESHIP LIMITED)

As ISO 9001 Company

Mumbai Office : Unit No. 6/1, 8th Floor, Tower B, Parivats Business Park, Senapati Bapat Marg, Lower Panel (W), Mumbai - 400013 Tel : +91 (022) 4922 1555 Fax : +91 (022) 4922 0595

Regd. Office : CDA House, Plot No. 85, Bhamburda Colony (Right), Pashan Road, Pune 411 036 Tel : +91 (020) 20380801 Fax : +91 (020) 25280275

Delhi Office : Office No. 610, 8th Floor, Kailash Building, 28, Kailash Gandhi Marg, New Delhi - 110001 Tel : 91 439 29181992

CIN No. U74909PN1007951C110282 Email : info@catalysttrustees.com Website : www.catalysttrustees.com

Pune | Mumbai | Bangalore | Delhi | Chennai



I AM/ WE ARE () COMPANY () OTHERS () SPECIFY _____

We have read and understood the Terms and Conditions of the issue of Debentures including the Risk Factors described in Section 4 of the Key Information Document, ("**Key Information Document**") issued by the Issuer and have considered these in making our decision to apply. We bind ourselves to these Terms and Conditions and wish to apply for allotment of these Debentures. We request you to please place our name(s) on the Register of Debenture Holders.

Name of the Authorised Signatory(ies)	Designation	Signature

Applicant's Signature:

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

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

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

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

(Note: Cheque and Drafts are subject to realisation)

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

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

Applicant's Signature

FOR OFFICE USE ONLY	
DATE OF RECEIPT _____	DATE OF CLEARANCE _____
(Note : Cheque and Drafts are subject to realisation)	

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

ACKNOWLEDGMENT SLIP

(To be filled in by Applicant) SERIAL NO.	1	-	-	-	-	-	-	-	-
---	---	---	---	---	---	---	---	---	---

Received from _____

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

INSTRUCTIONS

1. Application form must be completed in full, IN ENGLISH.
2. Signatures must be made in English or in any of the Indian languages. Thumb Impressions must be attested by an authorized official of the Bank or by a Magistrate/Notary Public under his/her official seal.
3. Application form, duly completed in all respects, must be submitted with the respective Collecting Bankers. The payment is required to be made to the following account of ICCL by way of an electronic transfer, in accordance with the terms of the EBP Guidelines:

Beneficiary Name	INDIAN CLEARING CORPORATION LIMITED	INDIAN CLEARING CORPORATION LIMITED
Account Number	ICCLEB	ICCLEB
IFSC Code	HDFC0000060	ICIC0000106
Mode	RTGS/NEFT	RTGS/NEFT

The Company undertakes that the application money deposited in the above-mentioned bank account shall not be utilized for any purpose other than

- a) for adjustment against allotment of securities; or
 - b) for the repayment of monies where the company is unable to allot securities.
4. Receipt of applicants will be acknowledged by the Company in the "Acknowledgement Slip" appearing below the application form. No separate receipt will be issued.
 5. All applicants should mention their Permanent Account No. or their GIR No. allotted under Income Tax Act, 1961 and the Income Tax Circle/Ward/District. In case where neither the PAN nor the GIR No. has been allotted, the fact of non-allotment should be mentioned in the application form in the space provided. Income Tax as applicable will be deducted at source at the time of payment of interest including interest payable on application money.
 6. The application would be accepted as per the terms of the manner outlined in the transaction documents for the private placement.

ANNEXURE V: ILLUSTRATION OF BOND CASH FLOWS**Illustration of Cash Flow**

The cash flows emanating from the non-convertible securities according to the day count convention (Actual/Actual) shall be mentioned in the Key Information Document, by way of an illustration.

For the purpose of standardization, if the coupon/ dividend payment date of the non- convertible securities falls on a Sunday or a holiday, the coupon payment shall be made on the next working day. However, the dates of the future payments would continue to be as per the schedule originally stipulated in the offer document. If the maturity date of the debt securities, falls on a Sunday or a holiday, the redemption proceeds shall be paid on the previous working day. In order to ensure consistency, a uniform methodology shall be followed for calculation of interest/ dividend payments in the case of leap year. If a leap year (i.e. February 29) falls during the tenor of a security, then the number of days shall be reckoned as 366 days (Actual/ Actual day count convention) for the entire year, irrespective of whether the interest/ dividend is payable annually, half yearly, quarterly or monthly.

A sample illustration is given below:

Name of the issuer	SAMUNNATI FINANCE PRIVATE LIMITED
Face Value (per security)	Rs. 10,000/- each
Tranche Issue date/ Date of allotment	April 28, 2025
Date of redemption	May 07, 2026
Tenure and coupon rate	12 (twelve) months and 9 (nine) days from Deemed Date of Allotment.; 11.26% (Eleven point two six percent) per annum
Frequency of the interest/ dividend payment (with specified dates)	Quarterly
Day Count Convention	Actual/Actual

Sr. No	Cash Flow	Day and date for coupon/ redemption becoming due	Number of days for denominator	Interest Amount (in Rs)	Principal Repayment (in Rs)	Total Cash Flow (in Rs)
1.	(25,00,00,000)	28-Apr-25	-	-	(25,00,00,000)	(25,00,00,000)
2.	7,02,89,452	07-Aug-25	101	77,89,452	6,25,00,000	7,02,89,452
3.	6,78,21,507	07-Nov-25	92	53,21,507	6,25,00,000	6,78,21,507
4.	6,60,47,671	07-Feb-26	92	35,47,671	6,25,00,000	6,60,47,671
5.	6,42,15,993	07-May-26	89	17,15,993	6,25,00,000	6,42,15,993

Note

The Issuer requested to note that the above cash flow is only illustrative in nature. The deemed date of allotment, Coupon rate, redemption date and frequency of the interest payment shall vary in nature and aforesaid dates may be modified upon receipt of consent/ permission from existing lender, in case of early redemption of any principle repayment, the above cash flow may be changed accordingly.

ANNEXURE VI: DUE DILIGENCE CERTIFICATE OF THE DEBENTURE TRUSTEE

Attached separately

ANNEXURE VII: DEBENTURE TRUSTEE AGREEMENT

Attached separately

ANNEXURE VIII: IN-PRINCIPLE APPROVAL RECEIVED FROM BSE

DCS/COMP/PG/IP-PPDI/224/24-25

March 06, 2025

Samunnati Finance Private Limited
Baid Hi Tech Park, 7th Floor, No 129-B
ECR Road, Thiruvanniyur, Chennai - 600041

Dear Sir/Madam

Re: Private Placement of Senior/ Subordinated/ Unsubordinated, Unsecured/ Secured, Listed, Rated, Redeemable, Non-Convertible Securities ("NCDs"/" Debentures"), AND Commercial Paper Under GID No. – 01/2025 Dated March 05, 2025

We acknowledge receipt of your application on the online portal on February 18, 2025 seeking in-principle approval for issue of captioned security. In this regard, the Exchange is pleased to grant in-principle approval for listing of captioned security subject to fulfilling the following conditions at the time of seeking listing:

1. Filing of listing application.
2. Payment of fees as may be prescribed from time to time.
3. Compliance with SEBI (Issue and Listing of Non-Convertible Securities) Regulations, 2021 read with SEBI Circular No SEBI/HO/DDHS/P/CIR/2021/613 dated August 10, 2021 and circulars issued thereunder and also Compliance with provisions of Companies Act 2013.
4. Receipt of Statutory & other approvals & compliance of guidelines issued by the statutory authorities including SEBI, RBI, DCA etc. as may be applicable.
5. Compliance with change in the guidelines, regulations, directions, circulars of the Exchange, SEBI or any other statutory authorities, documentary requirements from time to time.
6. Compliance with below mentioned circular dated June 10, 2020 issued by BSE before opening of the issue to the investors.:
<https://www.bseindia.com/markets/MarketInfo/DispNewNoticesCirculars.aspx?page=20200610-31>
7. Issuers, for whom use of EBP is not mandatory, specific attention is drawn towards compliance with Chapter XV of SEBI Circular No SEBI/HO/DDHS/P/CIR/2021/613 dated August 10, 2021 and BSE Circular No 20210519-29 dated May 19, 2021. Accordingly, Issuers of privately placed debt securities in terms of SEBI (Issue and Listing of Non-Convertible Securities) Regulations, 2021 or ILDM Regulations for whom accessing the electronic book platform (EBP) is not mandatory shall upload details of the issue with any one of the EBPs within one working day of such issuance. The details can be uploaded using the following links [Electronic Issuance - Bombay Stock Exchange Limited \(bseindia.com\)](#).



8. It is advised that Face Value of NCDs issue through private placement basis should be kept as per Chapter V of SEBI Circular No SEBI/HO/DDHS/P/CIR/2021/613 dated August 10, 2021.

9. Issuers are hereby advised to comply with signing of agreements with both the depositories as per Regulation 7 of SEBI (Issue and Listing of Non-Convertible Securities) Regulations, 2021 read with SEBI Circular No SEBI/HO/DDHS/P/CIR/2021/613 dated August 10, 2021.

10. Company is further requested to comply with SEBI Circular SEBI/HO/DDHS/DDHS-RACPOD1/CIR/P/2023/56 dated April 13, 2023, (if applicable) read along with BSE Circular <https://www.bseindia.com/markets/MarketInfo/DispNewNoticesCirculars.aspx?page=20230428-18> and ensure compliance of the same.

This In-Principle Approval is valid for a period of 1 year from the date of issue of this letter or period of 1 year from the date of opening of the first offer of debt securities under General information Documents which ever applicable. The Exchange reserves its right to withdraw its in-principle approval at any later stage if the information submitted to the Exchange is found to be incomplete/incorrect/misleading/false or for any contravention of Rules, Bye-laws and Regulations of the Exchange, SEBI (Issue and Listing of Non-Convertible Securities) Regulations, 2021 read with SEBI Circular No SEBI/HO/DDHS/P/CIR/2021/613 dated August 10, 2021 and circulars issued thereunder, SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015, Guidelines/Regulations issued by the statutory authorities etc. Further, it is subject to payment of all applicable charges levied by the Exchange for usage of any system, software or similar such facilities provided by BSE which the Company shall avail to process the application of securities for which approval is given vide this letter.

Yours faithfully,
For BSE Limited


Prasad Bhide
Senior Manager


Anurag Jain
Manager

ANNEXURE IX : LENDING POLICY

As set out in the General Information Document.

ANNEXURE X: ALM STATEMENTS

As set out in the General Information Document.

ANNEXURE XI: BOARD RESOLUTION

Attached Separately.


ANNEXURE XII: SHAREHOLDERS RESOLUTIONS

Attached Separately.

**ANNEXURE XIII: EXTRACTS OF LENDING POLICY, THE RECOVERY POLICY AND OTHER RELATED POLICIES OF
THE ISSUER**

Enclosed separately.

ANNEXURE XIV: CONSENT LETTER FROM THE MERCHANT BANKER

	<i>Private and Confidential</i>
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To,
Samunnati Finance Private Limited
 CIN: U65990TN2021PTC146392

14/02/2025

Dear Sir/Madam,

Subject: Letter of Engagement for advisory and Merchant Banking Services

Overview

We, SKI Capital Services Limited ("SKI" or the "Advisors" or the "Merchant Banker") are pleased to be appointed by Samunnati Finance Private Limited (the "Company" or "Client") as advisors and merchant bankers in connection with the proposed issuance of Non-Convertible Debentures ("NCD") on a private placement ("Proposed Transaction").

This letter shall confirm the engagement of SKI, in its capacity as a SEBI registered Category-1 Merchant Banker having registration number INM000012768, registered Depository Participant having registration number 2015, and Category-1 Registrars to an issue and share Transfer Agents having registration number INR01

Scope of Services

During the term of this Engagement Letter, the Advisors will perform, coordinate, and assist the Company

- Review of necessary documents related to the Proposed Transaction, including the private memorandum or offer document.
- Issuing the due diligence certificate as per the Securities and Exchange Board of India (Issue and Listing of Non-Convertible Securities) Regulations, 2021.
- Facilitate the listing of the NCDs on the Electronic Bidding Platform (EBP) of the National Stock Exchange (NSE) and/or Bombay Stock Exchange (BSE) as per the requirements and guidelines provided by the exchanges.
- Coordinate the efforts of other professionals involved in the Proposed Transaction, such as legal advisors and auditors.
- Facilitate communication with SEBI, NSE, BSE or other relevant regulatory authorities to ensure compliance with all regulatory requirements.
- Provide such other advisory and merchant banking services as may be reasonably requested in connection with the Proposed Transaction.

Information Confidentiality

The Client will from time to time furnish the Advisor with information regarding the transaction as well as information regarding its business and financial condition. As a condition to such information being furnished to us, we agree to treat any information concerning the Client and any investor (whether furnished or prepared by the Client or received by us from their legal, financial, or other advisors or otherwise and irrespective of the form of communication) (hereinafter referred to as the "Evaluation Material") in accordance with the provisions of this agreement. Evaluation Material includes all notes, analyses, compilations, studies, interpretations or other documents prepared by the Advisor which contain, reflect or are based upon, in whole or in part, the information furnished by or on behalf of the Client.

The Advisor hereby agrees that it will use the Evaluation Material solely for the purposes mentioned above.

**SKI** INVESTMENT
BANKING

Private and C

Fees

Our fees for the Engagement will be INR 1,50,000/- (INR One Lakh Fifty Thousand), payable upon the is the due diligence certificate as per the Securities and Exchange Board of India (Issue and Listing of Non-C Securities) Regulations, 2021. Our fees exclude taxes such as goods and services tax, which would be rates applicable at the time of invoicing.

Expenses

If during the course of our work, we come across any issues which commit us to a work effort significant than as compared to our estimated work effort, we will first seek your concurrence on the same and such work effort will be chargeable at the mutually agreed fee.

The Advisors shall be reimbursed for out-of-pocket expenses and any expenses incurred by the Advisors connection with our Engagement at actuals. For removal of any doubt, the statutory expenses include, stamp charges, depository charges, and transfer charges.

Miscellaneous

In case any provision of this Engagement Letter shall be invalid, illegal, or unenforceable, the validity, le enforceability of the remaining provisions of this Engagement Letter shall not in any way be affected o thereby.

We look forward to working with you on this transaction. Please confirm that the foregoing is in accordance understanding of our agreement by signing and returning to us a copy of this Engagement Letter.

Yours sincerely,

For SKI Capital Services Limited
Manick Wadhwa
Director

Accepted and agreed as of the date written above by and on behalf of

Samunnati Finance Private LimitedName: M. D. Desai
Designation: Sr. Chief Manager
- Treasury

ANNEXURE XV: DUE DILIGENCE CERTIFICATE FROM THE MERCHANT BANKER

Enclosed separately

ANNEXURE XVI: PAS-4

Enclosed separately