

Key Information Memorandum
Srl. No.: 06/2025-26
Date: 11.09.2025

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

KRAZYBEE SERVICES LIMITED
(FORMERLY KNOWN AS KRAZYBEE SERVICES PRIVATE LIMITED)



Corporate Identity Number (CIN): U65100KA2016PLC086990

Permanent Account Number: AAGCK1119D

Date and Place of Incorporation: March 16, 2016, Bengaluru, Karnataka, India

Certificate of Registration issued by Reserve Bank of India: N-02.00281

Registered Office: 3rd Floor, No.128/9, Maruthi Sapphire, HAL Airport Road, Murugeshpalya, Bengaluru - 560017

Corporate Office: 3rd Floor, No.128/9, Maruthi Sapphire, HAL Airport Road, Murugeshpalya, Bengaluru - 560017

Telephone No: 080-41275009, Website: www.kbnbfc.in, Email: legal@krazybee.com

Compliance Officer: Pallavi Lingaraju Contact details of Compliance Officer: 91-9972857010; email address: secretarial@krazybee.com

Company Secretary: Pallavi Lingaraju Contact details of Company Secretary: 91-9972857010; email address: secretarial@krazybee.com

Chief Financial Officer: Vivek Veda Contact Details of Chief Financial Officer 080-41275009; email address: secretarial@krazybee.com

Promoter(s): Nil. As on date, the Company does not have any promoter. Please refer to Section 6 (*Issuer Information*).

This Issue does not form part of non-equity Tier-II / regulatory capital mentioned under Chapter V of the NCS Listing Regulations, and the Issuer hereby confirms that Chapter V of the NCS Listing Regulations is not applicable to the present Issue. The face value of each Debenture issued on private placement basis under this Issue shall be INR 1,00,000/- (Indian Rupees One Lakh).

THIS KEY INFORMATION DOCUMENT DATED SEPTEMBER 11, 2025 FOR ISSUE OF DEBENTURES ON A PRIVATE PLACEMENT BASIS, TO BE READ ALONG WITH GENERAL INFORMATION DOCUMENT DATED OCTOBER 13, 2024 BEARING REFERENCE 2/2024-25.

THIS KEY INFORMATION DOCUMENT IS IN RELATION TO THE ISSUANCE OF UP TO 27,500 (TWENTY SEVEN THOUSAND FIVE HUNDRED) SENIOR, SECURED, LISTED, RATED, TAXABLE, TRANSFERABLE, REDEEMABLE, NON-CONVERTIBLE DEBENTURES OF THE FACE VALUE OF INR 1,00,000/- (INDIAN RUPEES ONE LAKH ONLY) EACH AGGREGATING TO INR 275,00,00,000/- (INDIAN RUPEES TWO HUNDRED SEVENTY FIVE CRORE ONLY) ("DEBENTURES" OR "NCDS") COMPRISING OF: (A) A BASE ISSUE OF UP TO 17,500 (SEVENTEEN THOUSAND FIVE HUNDRED) SENIOR, SECURED, LISTED, RATED, TAXABLE, TRANSFERABLE, REDEEMABLE, NON-CONVERTIBLE DEBENTURES OF THE FACE VALUE OF INR 1,00,000/- (INDIAN RUPEES ONE LAKH ONLY) EACH AGGREGATING TO INR 175,00,00,000/- (INDIAN RUPEES ONE HUNDRED SEVENTY FIVE CRORE ONLY); AND (B) A GREEN SHOE OPTION OF UP TO 10,000 (TEN THOUSAND) SENIOR, SECURED, LISTED, RATED, TAXABLE, TRANSFERABLE, REDEEMABLE, NON-CONVERTIBLE DEBENTURES OF THE FACE VALUE OF INR 1,00,000/- (INDIAN RUPEES ONE LAKH ONLY) EACH AGGREGATING TO INR 100,00,00,000/- (INDIAN RUPEES ONE HUNDRED CRORE ONLY) ("GREEN SHOE OPTION"), BY WAY OF A PRIVATE PLACEMENT (THE "ISSUE"), BY KRAZYBEE SERVICES LIMITED (FORMERLY KNOWN AS KRAZYBEE SERVICES PRIVATE LIMITED) (THE "COMPANY" OR "ISSUER") HAVING INTEREST RATE OF 10.45% (TEN POINT FOUR FIVE PERCENT) PER ANNUM PAYABLE MONTHLY GROSS OF APPLICABLE TAX PAYABLE QUARTERLY FROM THE DATE OF ISSUE.

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

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| <p>Debtenture Trustee  VARDHMAN TRUSTEESHIP PVT LTD Nurturing & Protecting Your Trust! Vardhman Trusteeship Private Limited The Capital, A Wing, 412A, Bandra Kurla Complex, Bandra (East), Mumbai-400051 Phone-022 42648335 Fax No- 913340016345 Email- compliance@vardhmantrustee.com Website- www.vardhmantrustee.com Contact Person: Rushabh Desai</p> | <p>Register & Transfer Agent  NSDL Database Management Limited Address: 4th Floor, Trade World A Wing, Kamala Mills Compound, Senapati Bapat Marg, Lower Parel, Mumbai – 400 013 Tel.: 022 -24994200 Email: sachin.shinde@nsdl.co.in Contact person: Sachin V Shinde Website: www.ndml-nsdl.co.in</p> | <p>Credit Rating Agency  CRISIL An S&P Global Company Crisil Ratings Limited CRISIL House, Central Avenue, Hiranandani Business Park, Powai, Mumbai – 400 076 Tel: + 91 22 3342 3000 (B) Fax: + 91 22 3342 3050 Email: crisilratingdesk@crisil.com Website: www.crisil.com Contact Person: Ajit Velonie</p> | <p>Statutory Auditor Walker Chandiook & Co LLP M/s Walker Chandiook & Co. LLP* Address: L-41 Connaught Circus, New Delhi - 110001 Email Id: Kubendran.V@walkercchandiook.in Telephone No: 93459 71241 Contact Person: Kubendran V Website: https://www.walkerchandiook.in/ Peer Review No: 020566</p> |
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* The Appointment of M/s Walker Chandiook & Co. LLP., Chartered Accountant (Firm registration No. 001076N/N500013) is subject to the approval of Shareholders of the Company in the ensuing Annual General Meeting of the Company.

| ISSUE SCHEDULE | |
|--|--------------------|
| Issue Opening Date | September 15, 2025 |
| Issue Closing Date | September 15, 2025 |
| Pay in Date | September 16, 2025 |
| Deemed Date of Allotment / Allotment Date | September 16, 2025 |
| Date of earliest closing of the issue, if any | NA |

| ISSUE DETAILS | |
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| Nature | Senior, Secured, Listed, Rated, Transferable, Redeemable, Non-Convertible Debentures |
| Number | Issuance of up to 27,500 (Twenty Seven Thousand Five Hundred) senior, secured, listed, rated, taxable, transferable, redeemable, non-convertible debentures of the face value of INR 1,00,000/- (Indian Rupees One Lakh Only) each aggregating to INR 275,00,00,000/- (Indian Rupees Two Hundred Seventy Five Crore Only) (“ Debentures ”/“ NCDs ”). |
| Price per Debenture | INR 1,00,000/- (Indian Rupees One Lakh Only) per Debenture |
| Amount | INR 275,00,00,000/- (Indian Rupees Two Hundred Seventy Five Crore Only) |
| Issue size (base issue or green shoe) | Issuance of up to 27,500 (Twenty Seven Thousand Five Hundred) senior, secured, listed, rated, taxable, transferable, redeemable, non-convertible debentures of the face value of INR 1,00,000/- (Indian Rupees One Lakh Only) each aggregating to INR 275,00,00,000/- (Indian Rupees Two Hundred Seventy Five Crore Only) (“ Debentures ”/“ NCDs ”) comprising of: <ul style="list-style-type: none"> a. a base issue of up to 17,500 (Seventeen Thousand Five Hundred) senior, secured, listed, rated, taxable, transferable, redeemable, non-convertible debentures of the face value of INR 1,00,000/- (Indian Rupees One Lakh Only) each aggregating to INR 175,00,00,000/- (Indian Rupees One Hundred Seventy Five Crore Only); and b. a green shoe option of up to 10,000 (Ten Thousand) senior, secured, listed, rated, taxable, transferable, redeemable, non-convertible debentures of the face value of INR 1,00,000/- (Indian Rupees One Lakh Only) each aggregating to INR 100,00,00,000/- (Indian Rupees One Hundred Crore Only) (“Green Shoe Option”) |
| Coupon | Fixed interest of 10.45% (Ten point four five percent) per annum payable Quarterly |

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| Coupon Payment Frequency | Quarterly basis |
| Redemption Date | March 16, 2027 |
| Redemption Amount | Debentures shall be redeemed at par |
| Credit Rating | <p>The Debentures proposed to be issued by the Issuer have been rated by CRISIL Ratings Limited (“Rating Agency” / “CRISIL”). The Rating Agency has <i>vide</i> its letter dated July 14, 2025, and rating rationale dated July 14, 2025 assigned a rating of “CRISIL A” 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 rating letter dated July 14, 2025 and rating rationale dated July 14, 2025 from the Rating Agency assigning the credit rating abovementioned and the press release by the Rating Agency in this respect.</p> |
| Details of Eligible Investors | <p>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”):</p> <ol style="list-style-type: none"> a) Individuals except Politically Exposed Person b) Hindu Undivided Family c) Trust Limited Liability Partnerships d) Partnership Firm(s) e) Portfolio Managers registered with SEBI f) Association of Persons g) Companies and Bodies Corporate including Public Sector Undertakings. h) Commercial Banks i) Regional Rural Banks j) Financial Institutions k) Insurance Companies l) Mutual Funds m) FPIs n) NBFCs <p>Any other investor eligible to invest in these Debentures</p> |
| Details about Underwriting | Not Applicable |
| Listing | <p>In the event that: (i) the Debentures are not listed on the BSE within a period of 3 (Three) trading days from the Issue closing date or as per the applicable guidelines whichever is lower, the Company shall pay default interest calculated at the rate of 1% (One Percent) per annum on the outstanding principal amount of the Debentures over and above the Coupon Rate for the period that the Debentures are unlisted or delisted.</p> <p>The Debentures are proposed to be listed on the wholesale debt market segment of the BSE Limited (“BSE” or the “Stock Exchange”). The Issuer shall comply with the requirements of the SEBI LODR Regulations (as defined in Key Information Document) to the extent applicable to it on a continuous basis. Please refer to Annexure VII of the Key Information Document for the ‘in-principle’ listing approval from the Stock Exchange.</p> |
| Electronic Book Provider Platform | The Issue shall be made through the electronic bidding platform (EPB) in compliance with the extant Non-Convertible Securities (NCS) Issuance and Listing Regulations read with Listed NCDs Master Circular for details refer to Annexure IX (<i>Application Process</i>) of the Key Information Document. |

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| Inclusion of a compliance clause in relation to electronic book mechanism and details pertaining to the uploading the Key Information Document on the Electronic Book Provider Platform, if applicable. | This Issue, offer and subscription to the Debentures shall be made by the Eligible Investors through the electronic book mechanism as prescribed by SEBI and BSE under the EBP Guidelines (as defined below) by placing bids on the EBP Platform during the period of the Issue. The Eligible Investors should also refer to the operational guidelines of the EBP in this respect. The disclosures required pursuant to the EBP Guidelines (as defined below) are set out hereinbelow: | |
| | Details of size of the Issue including green shoe option, if any | Total Issue size: Issuance of up to 27,500 (Twenty Seven Thousand Five Hundred) senior, secured, listed, rated, taxable, transferable, redeemable, non-convertible debentures of the face value of INR 1,00,000/- (Indian Rupees One Lakh Only) each aggregating to INR 275,00,00,000/- (Indian Rupees Two Hundred Seventy Five Crore Only) (“ Debentures ” / “ NCDs ”) Base issue: up to 17,500 (Seventeen Thousand Five Hundred) senior, secured, listed, rated, taxable, transferable, redeemable, non-convertible debentures of the face value of INR 1,00,000/- (Indian Rupees One Lakh Only) each aggregating to INR 175,00,00,000/- (Indian Rupees One Hundred Seventy-Five Crore Only); Green Shoe Option: up to 10,000 (Ten Thousand) senior, secured, listed, rated, taxable, transferable, redeemable, non-convertible debentures of the face value of INR 1,00,000/- (Indian Rupees One Lakh Only) each aggregating to INR 100,00,00,000/- (Indian Rupees One Hundred Crore Only) |
| | Anchor Portion Details | No |
| | Interest rate parameter | Fixed Coupon |
| | Bid opening and closing date | Bid opening date: September 15, 2025; and Bid closing date: September 15, 2025 |
| | Minimum Bid lot | 100 (One Hundred) Debentures (aggregating to INR 1,00,00,000 (Indian Rupees One Crore), and 1 (one) Debenture thereafter |
| | Manner of bidding in the Issue/ Bid Book Type | Closed |
| | Manner of allotment in the Issue | The allotment will be done on Uniform Yield basis in accordance with EBP Guidelines. |
| | Manner of settlement in the Issue | Pay-in of funds through ICCL and the account details are given in the Annexure IX (<i>Application Process</i>) of this Key Information Document |
| | Settlement cycle & Deemed Date of Allotment | T+1; where T refers to the date of bid opening date / issue opening date Settlement of the Issue will be on September 16, 2025. |
| Listing Period | T+3; where T refers to the date of bid opening date / issue opening date | |
| Specific declaration requested by BSE: non-equity regulatory capital | This issue of Debentures does not form part of non-equity regulatory capital mentioned under Chapter V of the NCS Listing Regulations. The face value of each Debenture is INR 1,00,000/- (Indian Rupees One Lakh Only). | |
| Disclosure of filing | Given this is a private placement of non-convertible securities, there shall be no requirement of filing the same with the Registrar of Companies pursuant to the Section 26(4) of the Companies Act, 2013. | |

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| Reissuance Debentures | of | 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. |
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BACKGROUND

This Key Information Document (as defined below) is related to the Debentures to be issued by Krazybee Services Limited (Formerly known as Krazybee Services Private Limited) (the “**Issuer**” or “**Company**”) on a private placement basis and contains relevant information and disclosures required for the purpose of issuing of the Debentures. The issue of the Debentures described under this Key Information Document has been authorised by the Issuer through resolutions passed by the shareholders of the Issuer on June 27, 2025 under Section 180 (1)(c) of the Companies Act, 2013, and the resolution passed by the Board of Directors sated June 25, 2025 read with resolution passed by Finance Committee on July 30, 2025 and the Memorandum and Articles of Association of the Company. Pursuant to the resolution passed by the Company’s shareholders dated June 27, 2025 in accordance with provisions of Section 180 (1)(c) the Companies Act, 2013 (“**Companies Act**”), 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 for aggregate amounts not exceeding INR 8500,00,00,000/- (Indian Rupees Eight Thousand Five Hundred Crore).

This Issue does not form part of non-equity Tier-II / regulatory capital mentioned under Chapter V of the NCS Listing Regulations and the Issuer hereby confirms that Chapter V of the NCS Listing Regulations is not applicable to the present Issue. The face value of each Debenture issued on private placement basis under this Issue shall be INR 1,00,000/- (Indian Rupees One Lakh).

ISSUER’S ABSOLUTE RESPONSIBILITY

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 which is material in the context of the issue, that the information contained in the issue 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.

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 General Information Document Dated October 13, 2024 bearing reference no. 2/2024-25. These risks are not, and are not intended to be, a complete list of all risks and considerations relevant to the non-convertible securities or investor’s decision to purchase such securities.

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SECTION 1 DISCLAIMERS

GENERAL DISCLAIMER

This Key Information Document is neither a prospectus nor a statement in lieu of a prospectus and does not constitute an offer to the public to subscribe to the Issue.

The Debentures are to be listed on BSE and is being made strictly on a private placement basis. The Key Information Document is not intended to be circulated to more than 200 (two hundred) persons. Multiple copies hereof given to the same entity shall be deemed to be given to the same person and shall be treated as such. No invitation is being made to any persons other than to those to whom Application Form along with this Key Information Document have been sent. Any application by a person to whom the Key Information Document and Application Form have not been sent by the Company shall be rejected without assigning any reason. The person who is in receipt of the Key Information Document shall maintain utmost confidentiality regarding the contents of the Key Information Document and shall not reproduce or distribute in whole or in part or make any announcement in public or to a third party regarding the contents without the consent of the Issuer.

This Key Information Document has been prepared in conformity with the Securities and Exchange Board of India (Issue and Listing of Non-Convertible Securities) Regulations, 2021, as amended up to date and other applicable Law and regulations. Therefore, as per the applicable provisions, a copy of this Key Information Document has not been filed or submitted to the SEBI for its review and/or approval. It is the responsibility of potential investors to also ensure that any sale by them of the NCDs/Debentures does not constitute an offer to the public within the meaning of the Companies Act.

Apart from the Key Information Document, no offer document or prospectus has been prepared in connection with this Issue and that no prospectus in relation to the Issuer or the NCDs relating to this Issue has been delivered for registration nor such a document is required to be registered under the applicable Law.

The Key Information Document issued by the Company and the views contained in disclosure do not necessarily reflect the views of its directors, employees, affiliates, subsidiaries, or representatives and should not be taken as such. The Key Information Document have been prepared to provide general information about the Issuer to potential Eligible Investors to whom it is addressed and who are willing and eligible to subscribe to the Debentures. The Key Information Document do not purport to contain all the information that any potential Eligible Investor may require. Where the Key Information Document summarize the provisions of any other document, that summary should not be relied upon and the relevant document should be referred to for the full effect of the provisions.

Neither the Key Information Document nor any other information supplied in connection with the Debentures is intended to provide the basis of any credit or other evaluation and any recipient of this Key Information Document should not consider such receipt a recommendation to purchase any Debentures. Each investor contemplating purchasing 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 analyse such investment and the suitability of such investment to such investor's particular circumstances.

This Key Information Document and the contents hereof are intended only for recipients who have been addressed to 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 is 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.

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DISCLAIMER OF THE ISSUER

The Issuer confirms that, as of the date hereof, this Key Information Document (including the documents incorporated by reference, if any) contains all information that is material in the context of the Issue, is accurate in all material respects and does not contain any untrue statement of a material fact or omit to state any material fact necessary to make the statements herein, in the light of the circumstances under which they are made, are not misleading. The sale or transfer of these Debentures outside India may require regulatory approvals in India, including without limitation, the approval of the RBI.

The Issuer confirms that all information considered adequate for and relevant to the Issue and the Issuer has been made available in this Key Information Document for the use and perusal of the potential investors and no selective or additional information would be made available to any section of investors in any manner whatsoever. The information relating to the Company contained in the Key Information Document is believed by the Company to be accurate in all respects as of the date hereof.

The Issuer does not undertake to update the Key Information Document to reflect subsequent events after the date of the Key Information Document 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 nor any Issue of Debentures made hereunder shall, under any circumstances, constitute a representation or create any implication that there has been no change in the affairs of the Issuer since the date hereof.

The Issuer having made all reasonable enquiries, accepts responsibility for and confirms that the information contained in this Key Information 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. The Company or any of its directors, employees, advisors, affiliates, subsidiaries or representatives do not accept any responsibility and/ or liability for any loss or damage however arising and of whatever nature and extent in connection with the said information.

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

DISCLAIMER BY THE STOCK EXCHANGE

As required, a copy of this Key Information Document has been submitted to the BSE for hosting the same on its website as per the applicable Law.

It is to be distinctly understood that filing of this Key Information Document with the BSE should not in any way be deemed or construed that the same has been 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 Stock Exchange; nor does the BSE take any responsibility for the soundness of the financial and other conditions of the Issuer, its promoters, its management or any scheme or project of the Issuer. Every person who desires to apply for or otherwise acquire any Debentures of this Issuer may do so pursuant to independent inquiry, investigation and analysis and shall not have any claim against the Stock Exchange whatsoever by reason of any loss which may be suffered by such person consequent to or in connection with such subscription/acquisition whether by reason of anything stated or omitted to be stated herein or any other reason whatsoever.

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DISCLAIMER BY SEBI

This Key Information Document has not been filed with the SEBI. The Debentures have not been recommended or approved by SEBI nor does SEBI guarantee the accuracy or adequacy of this Key Information Document. It is to be distinctly understood that filing of the issue document to the Securities and Exchange Board of India (SEBI) should not in any way be deemed or construed to mean that the same has been cleared or approved by SEBI. SEBI does not take any responsibility either for the financial soundness of any scheme or the project for which the issue is proposed to be made or for the correctness of the statements made or opinions expressed in the issue document. The lead manager(s) (if any) has certified that the disclosures made in the issue 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.

DISCLAIMER BY THE DEBENTURE TRUSTEE

The Debenture Trustee or its agents or advisers associated with the Issue of the Debentures do not undertake to review the financial condition or affairs of the Issuer during the life of the arrangements contemplated by this Key Information Document and shall not have any responsibility to advise any investor or prospective Investor in the Debentures of any information available with or subsequently coming to the attention of the Debenture Trustee, its agents or advisers.

The Debenture Trustee and its agents or advisers associated with the issue of the /Debentures have not separately verified the information contained herein. Accordingly, no representation, warranty or undertaking, express or implied, is made and no responsibility is accepted by Debenture Trustee as to the accuracy or any other information provided by the Issuer. Accordingly, the Debenture Trustee shall have no liability in relation to the information contained in this Key Information Document or any other information provided by the Issuer in connection with the Issue. The Debenture Trustee is neither a principal debtor nor a guarantor of the /Debentures.

DISCLAIMER BY CREDIT RATING AGENCY

The ratings of the Credit Rating Agency should not be treated as a recommendation to buy, sell or hold the Debentures. The Credit Rating Agency ratings are subject to a process of surveillance which may lead to a revision in ratings. Please visit the Credit Rating Agency's website www.crisil.com contact the Credit Rating Agency's office for the latest information on the Credit Rating Agency's ratings. All information contained herein has been obtained by the Credit Rating Agency from sources believed by it to be accurate and reliable. Although reasonable care has been taken to ensure that the information herein is true, such information is provided 'as is' without any warranty of any kind, and the credit rating agency in particular, makes no representation or warranty, express or implied, as to the accuracy, timeliness or opinion and Credit Rating Agency shall not be liable for any losses incurred by users from any use of this publication and completeness of any such information. All information contained herein must be construed solely as statements or its contents.

DISCLAIMER BY RESERVE BANK OF INDIA

The Debentures have not been recommended or approved by the RBI nor does RBI guarantee the accuracy or adequacy of this Key Information Document. It is to be distinctly understood that this Key Information Document should not, in any way, be deemed or construed that the Debentures have been recommended for investment by the RBI. RBI does not take any responsibility either for the financial soundness of the Issuer, or the Debentures being issued by the Issuer or for the correctness of the statements made or opinions expressed in this Key Information Document. The potential investors may make investment decision in respect of the Debentures offered in terms of this Key Information Document solely on the basis of their own analysis and RBI does not accept any responsibility about servicing/repayment of such investment.

Key Information Memorandum
Srl No: 06/2025-26
Date: September 11, 2025

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| DISCLAIMER IN RESPECT OF JURISDICTION |
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Issue shall be made to investors as specified in the clause titled "Eligible Investors" as stated in Key Information Document who have been/shall be specifically approached by the Company. The General Information Document/ Key Information Document is not to be construed or constituted as an offer to sell or an invitation to subscribe to Debentures offered hereby to any person to whom it is not specifically addressed. The Debentures are governed by and shall be construed in accordance with the existing Indian laws as applicable. Any dispute arising in respect thereof will be subject to the exclusive jurisdiction of the courts and tribunals as specifically set out in the Debenture Trust Deed and Key Information Document.

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SECTION 2 DEFINITIONS AND ABBREVIATIONS

Unless the context otherwise indicates or requires, the following terms shall have the meanings given below in this Key Information Document.

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| 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. |
| Affiliates | means, with respect to the Company, another person which is (a) Controlled, directly or indirectly, by the Company; or (b) Controlling, directly or indirectly (excluding investors), and singly or together with other Affiliates, the Company |
| Application Form | The form which shall be circulated to the prospective investors along with the Key Information Document for the purpose of applying for the debentures and marked as Section 7. |
| Applicable Law | means any statute, treaty, law, code, regulation, ordinance, rule, judgement, order, decree, bye-law, approval of any Governmental Authority, directive, guideline, policy, requirement or other governmental restriction or any similar form of decision of or determination by, or any interpretation or administration having the force of law of any of the foregoing by any Governmental Authority having jurisdiction. |
| Allot/ Allotment/ Allotted | Unless the context otherwise requires or implies, the allotment of the Debentures pursuant to this Issue. |
| Allotment Date | means September 16, 2025 |
| Beneficial Owner(s) | means the holder(s) of the Debentures in dematerialized form whose name is recorded as such with the Depository. |
| Board/ Board of Director(s) | Board of Director(s) of the Issuer. |
| BSE | BSE Limited |
| Business | The Company is a systemically important non-deposit taking non-banking financial company registered with RBI and engaged in the business of providing loans to customers through its tech platforms. |
| Business Day | means any day, other than a public holiday under Section 25 of the Negotiable Instruments Act, 1881 or a Sunday, on which banks are open for general business in Chennai/ Bangalore; |
| CERSAI | means the Central Registry of Securitization Asset Reconstruction and Security Interest of India. |
| CDSL | Central Depository Services (India) Limited. |
| Company / Issuer | Krazybee Services Limited (Formerly known as Krazybee Services Private Limited). |
| Constitution Documents | means the memorandum of association, articles of association and certificate of incorporation of the Company; |
| Control/Controlled by/under common Control with | means the power, directly or indirectly (a) to direct or cause the direction of management, activities or policies of a Person whether through the ownership of voting securities, voting equity interests or economic rights, by agreement or otherwise; or (b) to appoint or remove (or to direct or cause the direction of the appointment or removal of) more than half of the Directors, partners or other individuals exercising similar authority with respect to a Person (including by holding a majority of the voting rights exercisable at meetings of its board (or equivalent) on all, or substantially all, matters), or in any other manner; or (c) the possession, directly or indirectly, and exercise of a voting interest in excess of 50% (fifty percent) in a Person; |
| Coupon | means the coupon payable on the Debentures on the Coupon Payment Date(s), at the Coupon Rate. |
| Coupon Payment Date | means the date(s) as specified in Section 8 (<i>Summary of Terms</i>) of this Key Information Document. |
| Coupon Pay-in Date | has the meaning assigned to such term in Annexure X. |

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

| | |
|--------------------------------------|--|
| Debentures or NCDs | Issue up to 27,500 (Twenty Seven Thousand Five Hundred) senior, secured, listed, rated, taxable, transferable, redeemable, non-convertible debentures of the face value of INR 1,00,000/- (Indian Rupees One Lakh Only) each aggregating to INR 275,00,00,000/- (Indian Rupees Two Hundred Seventy Five Crore Only) (“ Debentures ”/“ NCDs ”) comprising of: a. a base issue of up to 17,500 (Seventeen Thousand Five Hundred) senior, secured, listed, rated, taxable, transferable, redeemable, non-convertible debentures of the face value of INR 1,00,000/- (Indian Rupees One Lakh Only) each aggregating to INR 175,00,00,000/- (Indian Rupees One Hundred Seventy Five Crore Only); and b. a green shoe option of up to 10,000 (Ten Thousand) senior, secured, listed, rated, taxable, transferable, redeemable, non-convertible debentures of the face value of INR 1,00,000/- (Indian Rupees One Lakh Only) each aggregating to INR 100,00,00,000/- (Indian Rupees One Hundred Crore Only) (“ Green Shoe Option ”). |
| Debt Disclosure Documents | means the General Information Document dated October 13, 2024, and this Key Information Document. |
| Debenture Holder(s)/Investors | means, in respect of any Debentures issued pursuant to this Key Information Document, each person who is: (a) registered as a Beneficial Owner; and (b) registered as a debenture holder in the Register of Debenture Holders. Sub-paragraphs (a) 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, and "Debenture Holder" or "Investor" shall be construed accordingly. |
| Debenture Trust Deed / DTD | The Debenture trust deed entered / to be entered into between the Company and the Debenture Trustee. |
| Debenture Trustee | Trustee for the Debenture Holder(s), in this case being Vardhman Trusteeship Private Limited. |
| Debenture Trustee Agreement | means the agreement entered into by and between the Issuer and the Debenture Trustee for the purposes of appointment of the Trustee to act as trustee in connection with the issuance of the Debentures. |
| Deed of Hypothecation | means the deed of hypothecation executed and delivered by the Issuer in favour of the Debenture Trustee to evidence creation of first ranking exclusive charge by the Issuer in favour of the Debenture Trustee (for the benefit of the Debenture Holders) over the Hypothecated Property. |
| Default Coupon | has the meaning assigned to such term in Section 8 of this Key Information Document. |
| Depository Participant / DP | means a depository participant as defined under Depositories Act, 1996 as amended from time to time. |
| Depository | means either the National Securities Depository Limited (NSDL) or Central Depository Services Limited (CDSL), as the case may be |
| Depositories Act | The Depositories Act, 1996, as amended from time to time. |
| Director | means a director on the board of directors of the Company. |
| DRR | Debenture Redemption Reserve. |
| EBP Guidelines | means the requirements with respect to electronic book mechanism prescribed in Chapter VI (Electronic Book Provider platform) of the Listed NCDs Master Circular and the operational guidelines issued by the relevant Electronic Book Provider, as may be restated, amended, modified or updated from time to time. |
| EBP Platform / EBP | Means web based electronic booking platform for private placement of securities under the EBP Guidelines |
| EFT | Electronic Fund Transfer. |

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

| | |
|--|--|
| Event of Default | shall mean the occurrence of any of the events mentioned in Section 10 of this Key Information Document |
| Financial Year / FY / Fiscal Year | Financial year the of Company i.e. a period commencing from 1 st April of each year and ending on 31 st March of the next calendar year. |
| Financial Indebtedness | means any indebtedness for in respect of: <ol style="list-style-type: none"> a. moneys borrowed; b. any amount raised by acceptance under any loan or credit facility; c. any amount raised pursuant to any note purchase facility or the issue of bonds, notes, debentures, loan stock or any similar instrument; d. any amount payable for redemption of any redeemable preference share which: <ol style="list-style-type: none"> i. is redeemable at the option of the Company; or ii. according to the terms of its issue, is redeemable prior to the maturity of the Debentures; e. the amount of any liability in respect of any lease or hire purchase contract which would, in accordance with Indian Accounting Standards, be treated as a finance or capital lease; f. receivables sold or discounted (other than any receivables to the extent they are sold on a non-recourse basis); g. any amount raised under any other transaction (including any forward sale or purchase agreement) having the commercial effect of a borrowing; h. the acquisition cost of any asset or service to the extent payable before or after its acquisition or possession by the party liable where the advance or deferred payment: <ol style="list-style-type: none"> i. is arranged primarily as a method of raising finance or of financing the acquisition of that asset or service or the construction of that asset or service, or ii. involves a period of more than six months before or after the date of acquisition or supply, and iii. any derivative transaction entered into in connection with protection against or benefit from fluctuation in any rate or price (and, when calculating the value of any derivative transaction, only the marked to market value shall be taken into account); i. any counter-indemnity obligation in respect of a guarantee by the Company, indemnity, bond, standby or documentary letter of credit or any other instrument issued by a bank or financial institution; j. any obligation under any call or put option arrangement in respect of any shares or any form of guarantee or indemnity in respect of any call or put option arrangement; and k. without double counting, the amount of any liability in respect of any guarantee or indemnity for any of the items referred to in paragraphs (a) to (j) above. |
| Final Redemption Date | means the date on which all Secured Obligations have been irrevocably and unconditionally discharged by the Company, to the satisfaction of the Secured Parties. |
| General Information Document | The General Information Document dated October 13, 2024, bearing reference no. 2/2024-25 issued by the Issuer. |
| Governmental Authority | means any government authority, statutory authority, government department, agency, commission, board, tribunal or court or other law, rule or regulation making entity having or purporting to have jurisdiction on behalf of the Republic of India or any state or other subdivision thereof or any municipality, district or other subdivision thereof. |
| Hypothecated Property | shall have the meaning assigned to such term in the Deed of Hypothecation. |
| Issue Opening Date | September 15, 2025 |
| Issue Closing Date | September 15, 2025 |

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

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|---|---|
| Key Information Document | means this key information document dated September 11, 2025 and supplementing General Information Document Dated October 13, 2024 bearing reference no. 2/2024-25 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 “ <i>Master Circular for issue and listing of non-convertible securities, securitized debt instrument, security receipts, municipal debt securities and commercial paper</i> ” issued vide circular no. SEBI/HO/DDHS/PoD1/P/CIR/2024/54 dated May 22, 2024 and as amended, modified, or restated from time to time. |
| Majority Debenture Holders | Such number of Debenture Holders collectively holding equivalent or more than 51% (fifty-one percent) of the value of the Outstanding Principal Amounts of the Debentures. |
| Material Adverse Effect | shall mean the effect or consequence of an event, circumstance, occurrence or condition which has caused, as of any date of determination, a material and adverse effect on (i) the financial condition, business or operation of the Issuer which in the opinion of the Issuer affects the actual repayment capability of the Issuer; (ii) which in the opinion of the Issuer affects the actual ability of the Issuer to perform their payment obligations under the Transaction Documents; or (iii) the validity or enforceability of any of the Transaction Documents (including the ability of any party to enforce any of its remedies thereunder). |
| Maturity Date | means March 16, 2027 |
| Master Circular for Debenture Trustee / SEBI Debenture Trustee Master Circular | means the SEBI circular bearing reference number SEBI/HO/DDHS-PoD-1/P/CIR/2025/117 dated August 13, 2025 on “ <i>Master Circular for Debenture Trustees</i> ”, as amended, modified, supplemented or restated from time to time. |
| NCS Listing Regulations/Debt Listing Regulations/ | Securities And Exchange Board of India (Issue and Listing of Non-Convertible Securities) Regulations, 2021 as amended from time to time. |
| NEFT | National Electronic Fund Transfer |
| NSDL | National Securities Depository Limited |
| Ordinary Course of Business | in relation to the Company, means an action, event or circumstance that is (i) recurring in nature or taken in the ordinary course of the Company’s normal day-to-day operations, and (ii) in compliance of Applicable Law; |
| Outstanding Amounts | means, on a particular day, the amount outstanding in relation to the Debentures, together with the accrued Coupon, the accrued Default Coupon and any other expenses, fees, charges and costs under the Transaction Documents. |
| PAN | Permanent Account Number |
| Person | means an individual, company, partnership, trust, joint venture, association, corporation, body corporate and any Governmental Authority and their successors, administrators and permitted assigns. |
| POA | Power of Attorney |
| PPOA | Private Placement Offer Letter cum Application/ Offer Letter |
| Purpose | means for Onward lending only, not for operating expenses. |
| Rating Agency/ Credit Rating Agency | shall mean CRISIL Ratings Limited registered with SEBI pursuant to SEBI (Credit Rating Agencies) Regulations 1999, as amended from time to time and having its office at CRISIL House, Central Avenue, Hiranandani Business Park, Powai, Mumbai – 400 076 |
| Record Date | means, date occurring 15 (fifteen) calendar days prior to any Due Date Provided that if the Record Date falls on a day that is not a Business Day, then a Business Day prior to the said Record Date shall be considered. |
| Redemption Date | means each of the respective dates on which the Debentures are redeemed, as set out in Section 8 of this Key Information Document. |
| REF / Recovery Expense Fund | means recovery expense fund created/to be created by the Issuer with the BSE. |
| Registrar of Companies / ROC | means the jurisdictional Registrar of Companies for the Company, being the Registrar of Companies, Bangalore. |

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

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|---|---|
| R&T Agent / Registrar | Registrar and Transfer Agent to the Issue, in this case being NSDL Database Management Limited. |
| RTGS | Real Time Gross Settlement. |
| SEBI | Securities and Exchange Board of India. |
| SEBI Debenture Trustee Regulations | shall Securities and Exchange Board of India (Debenture Trustees) Regulations, 1993, as amended, modified or restated from time to time. |
| SEBI LODR Regulations/ LODR Regulations | means the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015. |
| SEBI LODR Master Circular | means the master circular issued by SEBI bearing the reference number SEBI/HO/DDHS/DDHS-PoD-1/P/CIR/2024/48 dated May 21, 2024 on “Master Circular for listing obligations and disclosure requirements for Non-convertible Securities, Securitized Debt Instruments and/ or Commercial Paper” to the extent applicable in respect of the private placement of debt securities (including to the extent applicable to high value debt listed entities), as amended, modified, or restated from time to time; |
| SEBI Listed Debentures Circulars and Regulations | means, collectively, Master Circular for Debenture Trustee, the Listed NCDs Master Circular, NCS Listing Regulations, SEBI LODR Master Circular and the LODR Regulations (to the extent applicable). |
| 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. |
| Security | means all such Security Interest created by the Company in favour of the Debenture Trustee, for the benefit of the Debenture Holders, in accordance with the terms set out in the Deed of Hypothecation. |
| Security Cover | means the value of the Hypothecated Property being equivalent to at least 110% (one hundred and ten percent) of the Outstanding Amount (not including Coupon and Default Coupon), at all times during the Tenor of the Debentures. |
| Secured Parties | means the Debenture Trustee and the Debenture Holders collectively, and “ Secured Party ” shall be construed accordingly. |
| Shareholder | mean the Persons holding any Equity Security of the Company from time to time. |
| Stock Exchange / Designated Stock Exchange | WDM of BSE Limited |
| Taxes | means any present or future tax, levy, duty, charge, fees, deductions, withholdings, turnover tax, transaction tax, stamp tax or other charge of a similar nature (including any penalty or interest payable on account of any failure to pay or delay in paying the same), now or hereafter imposed by Law by any Governmental Authority and as maybe applicable in relation to the Payment Obligations of the company under this Key Information Document |
| Tenor | means a period of 18 (eighteen) months from the Deemed Date of Allotment. |
| TDS | Tax Deduction at Source. |
| Transaction Document(s) | has the meaning assigned to such term under Section 8 of the Key Information Document. |
| WDM | Wholesale Debt Market. |

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SECTION 3 UNDERTAKING OF THE ISSUER

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 any regulatory authority in India, including the Securities and Exchange Board of India (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 under the section 'General Risks'. "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, that the information contained in the Key Information 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.

The Issuer has no side letter with any debt securities holder except the one(s) disclosed in the offer document/offer document. Any covenants later added shall be disclosed on the stock exchange website where the debt is listed.

The Issuer confirms that the Permanent Account Number, Aadhaar Number, Driving License Number, Bank Account Number(s) and Passport Number of the promoters of the Issuer and Permanent Account Number of the directors of the Issuer have been submitted to the stock exchange(s) on which the non-convertible securities are proposed to be listed, at the time of filing of the Key Information Document.

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, that the information contained in the Key Information 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 Key Information Document as a whole or any of such information or the expression of any such opinions or intentions misleading in any material respect.

The Issuer hereby undertakes that the assets on which charge is proposed to be created as security for the Debentures are free from any encumbrances. The Issuer further undertakes that the 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.

Issuer has amended and incorporated provisions in their Articles of Association, authorizing the Debenture Holders and 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 in press release of SEBI Board Meeting (PR No. 37/2022) and SEBI circular issued from time to time.

Key Information Memorandum
Srl No: 06/2025-26
Date: September 11, 2025

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SECTION 4 RISK FACTORS

Please refer to Section 4 (*Risk Factors*) of the General Information Document Dated October 13, 2024 bearing reference no. 2/2024-25 for the risk factors in respect of the issuance of Debentures.

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SECTION 5 REGULATORY DISCLOSURES

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

LIST OF DOCUMENTS TO BE FILED WITH THE STOCK EXCHANGE AND DEBENTURE TRUSTEE

List of disclosures to be filed along with the listing application to the Stock Exchange:

- (I) Memorandum and articles of association of the Issuer and necessary resolution(s) for the allotment of the debt securities;
- (II) Copy of last three years audited and adopted annual reports;
- (III) Statement containing particulars of, dates of, and parties to all material contracts and agreements;
- (IV) Copy of the Board Resolution dated June 25, 2025 and Finance Committee Resolution dated July 30, 2025 authorizing the borrowing and list of authorized signatories.
- (V) Copy of the resolution passed by the shareholders of the Company at the Extra Ordinary General Meeting held on June 27, 2025 authorizing the issue/offer of non-convertible debentures by the Company
- (VI) 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/ act/ rules etc. and the same would be uploaded on the website of the Stock exchange, where the debt securities have been listed, within five working days of execution of the same.
- (VII) Any other particulars or documents that the BSE may call for as it deems fit.
- (VIII) An undertaking that permission/ consent from the prior creditor for second or *pari passu* charge being created, wherever applicable, in favour of the debenture trustees to the proposed issue has been obtained.- Not applicable
- (IX) Due diligence certificates from the Debenture Trustee as per the format specified in the SEBI Debenture Trustees Master Circular and Schedule IV of the SEBI Debt Listing Regulations.

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SECTION 6 ISSUER INFORMATION

I. Promoters of the Company

Details of Promoters of the Issuer Company

A complete profile of all the promoter, including their name, date of birth, age, personal addresses, educational qualifications, experience in the business or employment, positions/posts held in the past, directorships held, other ventures of each promoter, special achievements, their business and financial activities, photograph, Permanent Accountant Number:

The details of the Promoter of the Issuer are set out below:

| Particulars | Details |
|---|---------|
| Insert Photograph/Logo | *Nil |
| Name | Nil |
| Date of Birth/Date of Incorporation: | NA |
| Educational Qualifications: | NA |
| Experience in the business or employment: | NA |
| Positions/posts held in the past: | NA |
| Directorships held: | NA |
| Other ventures of the promoter: | NA |
| Special achievements: | NA |
| Business and financial activities: | NA |

*As on current date, the Company has no identifiable promoter(s).

II. Credit Rating of Debenture

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.

CRISIL Ratings Limited has assigned "CRISIL A/ Stable" rating to these Debentures by a letter dated July 14, 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 CRISIL Ratings Limited is enclosed as Annexure II.

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

III. Listing

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

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 on the WDM segment of the BSE as set out in Annexure VII.

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IV. 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 proposed to be listed only on one stock exchange.

The Issuer and the Debenture Trustees has entered into a Trustee Agreement dated September 10, 2025, inter alia, specifying the powers, authorities and obligations of the Issuer and the Trustees in respect of the Debentures and other terms and conditions of Debenture trustee Agreement including fees charged by Debenture trustee, details of security to be created and process of due diligence to be carried out by the Debenture trustee.



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.

The Issuer has created the Recovery Expense Fund in accordance with the Master Circular for Debenture Trustees with the BSE. In this regard, please also refer to the section on "Creation of recovery expense fund" under Section 8 (Summary of Terms) below.


V. Issue schedule

| ISSUE SCHEDULE | |
|--|--------------------|
| Issue Opening Date | September 15, 2025 |
| Issue Closing Date | September 15, 2025 |
| Pay in Date | September 16, 2025 |
| Deemed Date of Allotment/ Allotment Date | September 16, 2025 |
| Date of earliest closing of the issue, if any | NA |

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

| Name: | Details |
|--|--|
| Arrangers, if any | Not applicable |
| Merchant banker and Co-managers to the issues | Not applicable |
| Sponsor Bank | Not applicable as this is a private placement of non-convertible debentures |
| Debenture Trustee: |  <p>Vardhman Trusteeship Private Limited The Capital, A Wing, 412A, Bandra Kurla Complex, Bandra (East), Mumbai-400051 Phone-022 42648335 Fax No- 913340016345 Email- compliance@vardhmantrustee.com Website-www.vardhmantrustee.com Contact Person: Rushabh Desai</p> |
| Register and Transfer Agent |  <p>NSDL Database Management Limited</p> |

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|-----------------------------|--|
| | Address: 4 th Floor, Trade World A Wing, Kamala Mills Compound, Senapati Bapat Marg, Lower Parel, Mumbai – 400 013 Tel.: 022 - 24994200 Email: sachin.shinde@nsdl.co.in Contact person: Sachin V Shinde Website: www.ndml-nsdl.co.in |
| Credit Rating Agency | CRISIL <small>An S&P Global Company</small> Crisil Ratings Limited CRISIL House, Central Avenue, Hiranandani Business Park, Powai, Mumbai – 400 076 Tel: + 91 22 3342 3000 (B) Fax: + 91 22 3342 3050 Email: crisilratingdesk@crisil.com Website: www.crisil.com Contact Person: Ajit Velonie |
| Auditors: | Walker Chandiok & Co LLP Walker Chandiok & Co. LLP* Address: L-41 Connaught Circus, New Delhi - 110001 Email Id: Kubendran.V@walkerchandiok.in Telephone No: 93459 71241 Contact Person: Kubendran V Website: https://www.walkerchandiok.in/ Peer Review No: 020566 |
| Valuation Agency | Not applicable |
| Guarantor | Not applicable |
| Legal Counsel |  Verist Law Address: The Empire Business Centre, 414 Senapati Bapat Marg, Lower Parel, Mumbai 400013 Website: www.veristlaw.com Telephone: +91 2266 907 368 Email: srishti.ojha@veristlaw.com |

* The appointment of M/s Walker Chandiok & Co. LLP is subject to the approval of Shareholders of the Company in the ensuing Annual General Meeting of the Company.

VII. About the Issuer

a. Overview and a brief summary of the business activities of the issuer:

Please refer to Section 6 (*Issuer Information*) of the General Information Document dated October 13, 2024 bearing reference no. 2/2024-25.

b. Structure of the group

Finnov Private Limited which was promoter of the Krazybee is under the process of liquidation and the shareholding has been transferred to existing shareholders of Finnov Private Limited and the corporate structure of the Company has been reorganized as follows:

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

| Sl. No. | Name of Shareholder | % of shareholdings |
|---------|--|--------------------|
| 1 | Alpine Opportunity Fund I L.P. | 1.78% |
| 2 | Alpine Opportunity Fund IV L.P. | 10.13% |
| 3 | Fincrest Management Advisors Pte. Ltd. | 0.38% |
| 4 | ICICI Bank Ltd | 0.41% |
| 5 | India Business Excellence Fund III | 7.45% |
| 6 | India SME Investments -Fund I | 0.43% |
| 7 | India SME Investments Fund II | 0.93% |
| 8 | Karthikeyan Krishnaswamy | 1.41% |
| 9 | Madhusudan Ekambaram | 4.55% |
| 10 | Straits Strategic Advisors India LLP | 0.04% |
| 11 | Mirae Asset - Naver Asia Growth Investment Pte. Ltd. | 3.34% |
| 12 | Newquest Asia Fund IV (Singapore) Pte. Limited. | 18.45% |
| 13 | PI Opportunities Fund I | 20.32% |
| 14 | PI Opportunities Fund-II | 1.85% |
| 15 | Unitary Fund | 1.73% |
| 16 | India Business Excellence Fund IV | 5.95% |
| 17 | Wiseanya Limited | 16.65% |
| 18 | MUFG Bank, Ltd. | 1.93% |
| 19 | Mirea Asset Late Stage Opportunities Fund | 1.30% |
| 20 | Micro Labs Limited | 0.22% |
| 21 | Molecule Ventures LLP | 0.04% |
| 22 | Others | 0.73% |
| | Total | 100.00% |

c. A brief summary of the business activities of the subsidiaries of the issuer:

Please refer to Section 6 (*Issuer Information*) of the General Information Document dated October 13, 2024 bearing reference no. 2/2024-25.

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 as specified in clause (8) (g) of paragraph XXXI of this Section to this Key Information Document. 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.

| Sr. No. | Address | Purpose |
|---------|---|------------------|
| 1 | 5th Floor, Ajaneya Techno Park, No. 147, HAL Old Airport Road, ISRO Colony, Kodihalli, Bengaluru- 560008, Karnataka | Tech-Back Office |

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

| | | |
|----|---|------------------------|
| 2 | 3rd Floor, Champak Pragathi Towers, No. 3/2, Hosur Main Road, Bommanahalli, Bengaluru- 560068, Karnataka | Operations-Back Office |
| 3 | KRD Gee Gee Crystal, 4th Floor, B-Wing, No. 91-92, R K Salai, Mylapore, Chennai-600004, Tamil Nadu | Branch Office |
| 4 | Meriside Heights, Pai Layout Entrance, Nagavarapalya Village, Benniganahalli Dhakale, K.R. Puram Hobli, Bengaluru East, Bengaluru, Karnataka | Operations-Back Office |
| 5 | 2nd Floor, No. 1466/ 1266, Patel Muniyappa Complex, Opposite Bus Stand, Nelamangala, B H Road, Bengaluru-562123, Karnataka | LAP Marketing office |
| 6 | Arya, Shop No. 5, 1st Floor, Above Eye+Opticians, College Road, Opposite to Forest Office, M V Extension, Hoskote, Bengaluru- 562114, Karnataka | LAP Marketing office |
| 7 | No. 728, Ramaiah Complex, 2nd Floor, Jalahalli Cross, Peenya, Bengaluru- 560057 | LAP Marketing office |
| 8 | Sanhasa Square, Bharathi Park, 3rd Cross, SAHS Post, Coimbatore- 641043, Tamil Nadu | Sales Back Office |
| 9 | INNOV8, Regal Building, 69, Connaught Cir, Hanuman Road Area, Connaught Place, New Delhi, Delhi 110001, New Delhi | Sales Back Office |
| 10 | Level 1, Unit 2, Sy No. 83/1, Plot No. 2, Inorbit Mall Road, Raidurg Village, Hi-Tech City, Hyderabad- 500081, Telangana | Sales Back Office |
| 11 | No. 2232, 2nd Floor, LIG 3rd Phase, 16th B Cross, K.H.B, Yelahanka New Town, Yelahanka, Bengaluru- 560064, Karnataka | Sales Back Office |
| 12 | No. 1, Ground Floor, Navarathna Garden, Doddakallasandra, Kanakapura Road, Bengaluru- 560062, Karnataka | Sales Back Office |
| 13 | No. 41/8, 1st Floor, Gandhi Road, Tambaram, Chennai- 600045, Chennai | Sales Back Office |
| 14 | 4th Floor, Champak Pragathi Towers, No. 3/2, New Property No. 23/2, Khata No. 1067, Survey No. 3, Hosur Main Road, Bommanahalli, Bengaluru- 560068, Karnataka | Operations-Back Office |
| 15 | 10th Floor, Plot No. E/3, Khata No. 612, Infinia Tower, Chandrasekharpur, Infocity, Bhubaneswar- 751024, Odisha | Branch Office |
| 16 | 4th Floor, Tower Ashiyana Building, Door No. 10-12-1/A, Ward No. 19, Rednam Gardens, Ram Nagar, Visakhapatnam- 530001, Andhra Pradesh | Operations-Back Office |
| 17 | House No. 4089/45, 46 and 47, 3rd Floor, Pet Baseerbagh, Quthbullapur, Hyderabad-500067, Telangana | LAP Marketing office |
| 18 | No. 2588, 1st Floor, Avadi Bypass Road, Thiruvallur-602001, Tamil Nadu | LAP Marketing office |
| 19 | No. 399, 3rd Floor, 14th Main, Saraswathipuram, Mysuru- 570009, Karnataka | LAP Marketing office |
| 20 | C-874, H No. 6-3-2379, 1st Floor, NGOs Colony, Vanasthalipuram, Near Area Hospital, Hyderabad- 500070, Telangana | LAP Marketing office |
| 21 | No. 613, 614, 1st Floor, Trunk Road, Poonamallee, Chennai- 600056, Tamil Nadu | LAP Marketing office |
| 22 | PID No. 18709, Old 1856, New 839, AGM Arcade, 1st Floor, M G Road, 1st Cross, Ward 17, Tumkur- 572101, Karnataka | LAP Marketing office |
| 23 | No. 7, 1st Floor, Thiyagarajan Street, Pondicherry- 605001, Tamil Nadu | LAP Marketing office |
| 24 | New No. 42, Old No. 17, Dr. Varadharajan Street, Vedachalam Nagar, Chengalpattu- 603001, Tamil Nadu | LAP Marketing office |
| 25 | Plot No. 15, East Side Part, No. 195, Ground Floor, Mayuri Nagar Colony, Ramachandrapuram, Hyderabad, Sangareddy, Telangana-502032 | LAP Marketing office |
| 26 | No. 291, 2nd Floor, GNT Road, Redhills-600052, Tamil Nadu | LAP Marketing office |

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

| | | |
|----|---|-------------------------|
| 27 | H. No. 10-23/5, Plot No. 104, 2nd Floor, Pothireddypally, Sangareddy- 502295, Telangana | LAP Marketing office |
| 28 | Shop No. 6, 2nd Floor, Panchusheela Arcade, 100 Feet Raod, 1st Cross, Gandhinagar, Mandya- 571401, Karnataka | LAP Marketing office |
| 29 | H.No. 3-335/1, 4th Floor, Rampally X Road, Nagaram, Keesara, Mandal, Medchal Malkajgiri- 500083, Telangana | LAP Marketing office |
| 30 | No. 4, 1st Floor, Railway Station Raod, Kanchipuram- 631501, Tamil Nadu | LAP Marketing office |
| 31 | Parvatheswara Complex, 1st Floor, Vijayapura Cross, Opposite to Jain Temple, Devanahalli, Bengaluru- 562110, Karnataka | LAP Marketing office |
| 32 | No. 1673/847/1&2, 2nd Floor, Ward No. 15, Chathra, Near Jnana Vikas Institute of Technology, Off Bangalore-Mysore Highway, Bidadi, Ramanagar Dist- 562109, Karnataka | LAP Marketing office |
| 33 | 1-7-121, 1-7-122, 1st Floor, Station Road, Bhongir, Nalgonda- 508116, Telangana | LAP Marketing office |
| 34 | Thyappa Commercial Complex, Survey No. 728/1, 1st Floor, Behind Darling Showroom, 4th Plot, Old Banaglore Road, Hosur, Tamil Nadu- 635109 | LAP Marketing office |
| 35 | H.No. 2-5-294-A, 3rd Floor, SPS Plaza, Beside Sony Centre, Opposite to Haritha Kakatiya Hotel, Nakkalagunta, Hanamkonda, Warangal- 506001, Telangana | LAP Marketing office |
| 36 | Rohin Complex, No. 254/3, 1st Floor, Lakshmana Perumal Nagar, Veeramani Salai, OMR, Kandanchavadi, Kottivakkam, Chennai- 600096, Tamil Nadu | LAP Marketing office |
| 37 | Thyappa Commercial Complex, Survey No. 728/1, 1st Floor, Behind Darling Showroom, 4th Plot, Old Banaglore Road, Hosur, Tamil Nadu- 635109 | LAP Marketing office |
| 38 | H.No. 2-5-294-A, 3rd Floor, SPS Plaza, Beside Sony Centre, Opposite to Haritha Kakatiya Hotel, Nakkalagunta, Hanamkonda, Warangal- 506001, Telangana | LAP Marketing office |
| 39 | Rohin Complex, No. 254/3, 1st Floor, Lakshmana Perumal Nagar, Veeramani Salai, OMR, Kandanchavadi, Kottivakkam, Chennai- 600096, Tamil Nadu | LAP Marketing office |
| 40 | Santhosh Complex, No. 167/25-A, 2nd Floor, S S Layout, B-Block, Ring Road Circle, Davanagere- 577006, Karnataka | LAP Marketing office |
| 41 | Shri Banashankari Complex, No. 250/2B, 2nd Floor, Near Shivashakti Palace, Vidy Nagar, PB Road, Haveri- 581110, Karnataka | LAP Marketing office |
| 42 | R Palani Complex, No. 7/1, 1st Floor, Arcot Road, Sathuvachari, Vellore- 632009, Tamil Nadu | LAP Marketing office |
| 43 | No. 1108, PID No. 3-1-512-77A, Old No. MIG-II-57-A, Channakeshava Arcade, 2nd Floor, NDRK College Circle, Near Mathrushree Kalyana Mantapa, Kuvempu Nagara, Hassan- 573201, Karanataka | LAP Marketing office |
| 44 | Property No. 13, Revenue Collection Area No. 13, Khata No. 797/797, Sharief Mansion, No. 48/4, 1st Floor, Vinayaka Nagar, 100 Feet Road, Opposite Blood Bank, Shivamogga- 577201, Karnataka | LAP Marketing office |
| 45 | Flat 103, Bearing Municipality Door No./ H.No.- 2-10-1460/1, 1st Floor, Opposite NPDCL Circle Office, On Jagital Highway Road, Karimnagar Municipality, Karimnagar- 505001, Telangana | LAP Marketing office |
| 46 | Nallammai Rangan Vallagam, No. 30-20, 2nd Floor, Salem Main Road, Rajaji Street, Suramangalam, Salem- 636005, Tamil Nadu | LAP Marketing office |
| 47 | Sree Aachi Tower, No. 409/2, 2nd Floor, Brough Road, Erode- 638011, Tamil Nadu | LAP Marketing office |
| 48 | No. 2, 1st Floor, Gandhi Nagar, Kavundampalayam, Coimbatore- 641030, Tamil Nadu | KBNBFC Tech Back Office |
| 49 | Ground Floor, Ajaneya Techno Park, No. 147, HAL Old Airport Road, ISRO Colony, Kodihalli, Bengaluru- 560008, Karnataka | LAP Marketing office |
| 50 | D. No. 6-29-19, Ground Floor, BrahmamGari Street, Lodge Center, Amaravathi Road, Guntur- 522007, Andhra Pradesh | LAP Marketing office |

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

| | | |
|----|--|----------------------|
| 51 | 40-9-76/3, AVR Arcade, Ground Floor, Sai Nagar, Near Benz Circle, Vijaywada, NTR, Andhra Pradesh- 520010 | LAP Marketing office |
| 52 | No. 2212, 2nd Floor, LIG, 3rd Stage, Yelahanka New Town, Yelahanka, Bengaluru- 5600064 | LAP Marketing office |
| 53 | D No. 9-146/6A, 2nd Floor, MPDO Office Road, Near Ramanayyapeta Market, Kakinada- 533005, Andhra Pradesh | LAP Marketing office |
| 54 | No. 85-01-70/3, 3rd Floor, V.L Puram, Revenue Ward No. 40, Rajahmundry- 533101, Andhra Pradesh | LAP Marketing office |
| 55 | No. 143/41, 1st Floor, Salem Road, Namakkal- 637001, Tamil Nadu | LAP Marketing office |
| 56 | Office Spaces No. 505/2 and 507/2, bearing Municipal No. 6-3-1192/1/II/505/2&507/2, 5th Floor, Block-II, White House Building, Begumpet, Hyderabad- 500016 | LAP Marketing office |

- e. **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 Issue proceeds will be utilized for originating personal/business loans, provided however that the Issuer 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.

VIII. 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:

| Particulars | Amount | As a percentage of the Issue proceeds**** (in %) | As a percentage of the total expenses of the Issue (in %) |
|--|--------------------|--|---|
| Lead manager(s) fees, | N.A. | N.A. | N.A. |
| Underwriting commission | N.A. | N.A. | N.A. |
| Brokerage, selling commission and upload fees | N.A. | N.A. | N.A. |
| Fees payable to the registrars to the issue | 3,000 | 0.0001% | 0.008% |
| Fees payable to the Debenture Trustee | 75,000 | 0.0027% | 0.207% |
| Fees payable to the legal Advisors | 1,00,000 | 0.0036% | 0.276% |
| Advertising and marketing expenses* | N.A. | N.A. | N.A. |
| Fees payable to the regulators including stock exchanges | 54,500 | 0.0020% | 0.150% |
| Expenses incurred on printing and distribution of issue stationary** | N.A. | N.A. | N.A. |
| Arrangers Fees | N.A. | N.A. | N.A. |
| Any other fees, Commission or payments under whatever nomenclature | 3,60,25,000 | 1.3100% | 99.359% |
| Grand Total | 3,62,57,500 | 1.3185% | 100.00% |

* 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.

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** 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.

*** The Issuer is under discussions with certain entities to pay processing fee in respect of the Debentures. These amounts have not been finalized as on date of this Key Information Document. Other than the above, 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.

**** The issue proceeds taken is INR 275,00,00,000/- (Indian Rupees Two Hundred Seventy Five Crore Only).

IX. 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 shall be audited and certified by the statutory auditor(s) who holds a valid certificate issued by the Peer Review Board of the Institute of Chartered Accountants of India (“ICAI”).**

Please refer to ANNEXURE I for the Audited financial statements of the Issuer for a period of March 31, 2025.

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 interim period, then the combined financial statements need to be disclosed for the periods when such historical financial statements are not available.

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:

- a. 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.
- b. The scanning of such static quick response code or clicking on the weblink, 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.

Not applicable

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

Not applicable

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

c. Issuers other than unlisted REITs / unlisted 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 EBP platform irrespective of the issue size; and
- ii. The issue is open for subscription only to Qualified Institutional Buyers.

Not applicable

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

e. Key Operational and Financial Parameters on a consolidated basis and standalone basis in respect of the financial information provided under clauses (a) to (c) above:

Standalone Basis

(in Lakhs)

| Particulars | FY 2022-23 | FY 2023-24 | FY 2024-25 | Q1 2024-25 |
|--|-----------------|-----------------|-----------------|---------------------------------|
| | (Audited) | (Audited) | (Audited) | (Unaudited with Limited Review) |
| <u>BALANCE SHEET</u> | | | | |
| <u>Assets</u> | | | | |
| Property, Plant and Equipment | 74 | 318 | 469 | 490 |
| Financial Assets | 2,86,347 | 4,91,275 | 6,10,810 | 6,64,364 |
| Non-financial Assets excluding Property, Plant and Equipment | 6,297 | 12,500 | 13,719 | 15,196 |
| Total assets | 2,92,718 | 5,04,093 | 6,24,998 | 6,80,050 |
| <u>Liabilities</u> | | | | |
| <u>Financial Liabilities</u> | | | | |
| -Derivative financial instruments | | | | |
| -Trade Payables | 2,080 | 12,848 | 14,065 | 25,505 |
| -Other Payables | | | | |
| -Debt Securities | 66,115 | 1,20,184 | 1,61,635 | 1,65,244 |
| -Borrowings (other than Debt Securities) | 63,244 | 1,53,787 | 1,98,706 | 2,28,660 |
| -Deposits | - | - | - | - |
| -Subordinated liabilities | - | - | - | - |
| -Lease liabilities | 339 | 1,627 | 2,134 | 3,084 |
| -Other financial liabilities | 324 | 6,093 | 7,612 | 7,259 |
| <u>Non-Financial Liabilities</u> | | | | |
| -Current tax liabilities (net) | - | - | 36 | 364.92073 |
| -Provisions | 237 | 776 | 724 | 836.90856 |
| -Deferred tax liabilities (net) | - | - | - | - |
| -Other non-financial liabilities | 1,325 | 3,743 | 4,505 | 3634.3891 |
| Equity (Equity Share Capital and Other Equity) | 1,59,054 | 2,05,034 | 2,35,582 | 2,45,462 |
| Non-controlling interest | - | - | - | - |

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

| | | | | |
|--|-----------------|-----------------|-----------------|-----------------|
| Total Liabilities and Equity | 2,92,718 | 5,04,093 | 6,24,998 | 6,80,050 |
| PROFIT AND LOSS | | | | |
| Revenue from operations | 71,701 | 1,39,926 | 2,18,588 | 62,747 |
| Other income | 207 | 107 | 96 | 0.15 |
| Total Income | 71,908 | 1,40,033 | 2,18,683 | 62,747 |
| Total Expenses | 63,158 | 1,19,997 | 1,96,562 | 53,570 |
| Profit after tax for the year | 6,509 | 20,036 | 22,122 | 9,177 |
| Other comprehensive income | -14 | -1 | -20 | -34 |
| Earnings per equity share (Basic) | 579 | 1,787 | 1,962 | 4.07 |
| Earnings per equity share (Diluted) | 533 | 1,264 | 1,297 | 2.68 |
| Cash flow | | | | |
| Net cash from / used in (-) operating activities | -1,09,212 | -1,81,696 | -76,507 | -20,557 |
| Net cash from / used in (-) investing activities | -9,761 | 11,263 | -13,179 | -1,406 |
| Net cash from / used in (-) financing activities | 1,39,537 | 1,63,749 | 86,398 | 33,310 |
| Net increase/decrease (-) in cash and cash equivalents | 20,564 | -6,684 | -3,288 | 11,346 |
| Cash and cash equivalents as per Cash Flow Statement as at end of Year | 28,180 | 21,510 | 18,222 | 29,569 |
| Additional Information | | | | |
| Net worth | 1,59,054 | 2,05,034 | 2,35,582 | 2,45,462 |
| Cash and Cash Equivalents | 28,180 | 21,510 | 18,222 | 29,569 |
| Loans | 2,31,832 | 4,56,693 | 5,64,921 | 5,98,718 |
| Total Debts to Total Assets | 0.44 | 0.54 | 0.58 | 0.58 |
| Interest Income | 47,775 | 1,22,583 | 1,58,966 | 39,348 |
| Interest Expense | 16,425 | 23,510 | 37,520 | 11,156 |
| Impairment on Financial Instruments | 24,853 | 43,188 | 76,213 | 19,295 |
| Bad Debts to Loans | | | | |
| % Stage 3 Loans on Loans (Principal Amount) | 2.24% | 2.24% | 2.76% | 2.54% |
| % Net Stage 3 Loans on Loans (Principal Amount) | 0.78% | 0.58% | 0.65% | 0.57% |
| Tier I Capital Adequacy Ratio (%) | 58.91% | 32.50% | 28.34% | 27.81% |
| Tier II Capital Adequacy Ratio (%) | 1.25% | 1.25% | 1.25% | 1.25% |

**As per RBI Circular dated November 16, 2023 bearing reference no. RBI/2023-24/ 85 DOR.STR.REC.57/ 21.06.001/2023-24

- a. **Details of any other contingent liabilities of the issuer based on the last audited financial statements including amount and nature of liability. As Given Below.**

Please refer to Annexure I (Note no. 45) for the financial statements for the financial years ending March 31, 2025, (Note No. 44) March 31, 2024 and (Note No. 44) March 31, 2023

- b. **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**

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

Not applicable

X. BRIEF HISTORY OF THE ISSUER

i. Share Capital

Details of Share Capital as at last quarter ended on June 30, 2025 is given below:

| Share Capital | Amount (INR) (Lakhs) |
|---|-------------------------|
| Authorised | |
| Equity Share Capital | 35,300 |
| Preference | 1,00,800 |
| TOTAL | 1,36,100 |
| Issued, Subscribed and Paid-up Share Capital | |
| Equity Shares | 22762.80 |
| Preference Shares | 86,015.88 |
| TOTAL | 1,08,778.68 |

ii. Change in Capital Structure

Change in the capital structure as on last quarter ended on June 30, 2025, for the preceding three financial years and current financial year

| Date of Change (AGM/ EGM) | Particulars |
|---------------------------|---|
| 06/07/2016 | Increase in authorised capital from Rs. 1,00,000 to Rs. 10,00,000 |
| 16/10/2017 | Increase in authorised capital from Rs. 10,00,000 to Rs. 20,00,000 |
| 17/10/2018 | Increase in authorised capital from Rs. 20,00,000 to Rs. 50,00,000 |
| 06/02/2019 | Increase in authorised capital from Rs. 50,00,000 to Rs. 1,00,00,000 |
| 24/02/2021 | Increase in authorised capital from Rs. 1,00,00,000 to Rs. 1,50,00,000 |
| 08/11/2022 | Increase in authorised capital from Rs. 1,50,00,000 to Rs.10,11,00,00,000 divided into 30,00,000 Equity Shares of face value of Rs. 10 each and 5,60,000 Compulsory Convertible Preference Shares of Rs. 18,000 each. |
| 28/03/2025 | The Company has increased the Authorized Equity Share Capital of the Company from INR 3,00,00,000/- (Indian Rupees Three Crore only) to INR 353,00,00,000/- (Indian Rupees Three Hundred Fifty-Three Crore only) |

iii. History of Equity Share Capital

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

| Date of Allotment | No of Equity Shares | Face Value (Rs.) | Issue Price (Rs.) | Consideration (cash, other than cash) | Nature of Allotment | Cumulative | | | Remarks |
|-------------------|---------------------|------------------|-------------------|---------------------------------------|-------------------------------|---------------------|----------------------------|---------------------------|---------|
| | | | | | | No of Equity Shares | Equity Shares Capital (Rs) | Equity Share Premium (Rs) | |
| March 16, 2016 | 10 | 10 | 10 | 100 | Subscription to Memorandum of | 10 | 100 | - | NA |

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

| | | | | | | | | | |
|--------------------|--------------|----|-----------|-----------------|---|--------------|---------------|-----------------|----|
| | | | | | Association | | | | |
| March 16, 2016 | 9,990 | 10 | 10 | 99,900 | Subscription to Memorandum of Association | 10,000 | 1,00,000 | - | NA |
| August 16, 2016 | 10,408 | 10 | 3,162 | 3,29,10,096 | Private Placement | 20,408 | 2,04,080 | 3,28,06,016 | NA |
| July 28, 2017 | 18,822 | 10 | 3,162 | 5,95,15,164 | Rights Issue | 39,230 | 3,92,300 | 9,21,32,960 | NA |
| November 17, 2017 | 88,312 | 10 | 3,162 | 27,92,42,544 | Rights Issue | 1,27,542 | 12,75,420 | 37,04,92,384 | NA |
| September 12, 2019 | 41,468 | 10 | 3,500 | 14,51,38,000 | Rights Issue | 1,69,010 | 16,90,100 | 51,52,15,704 | NA |
| November 15, 2018 | 1,44,440 | 10 | 3,500 | 50,55,40,000 | Rights Issue | 3,13,450 | 31,34,500 | 1,01,93,11,304 | NA |
| January 11, 2019 | 1,00,665 | 10 | 3,500 | 35,23,27,500 | Rights Issue | 4,14,115 | 41,41,150 | 1,37,06,32,154 | NA |
| March 0, 2019 | 2,03,171 | 10 | 3,500 | 71,10,98,500 | Rights Issue | 6,17,286 | 61,72,860 | 2,07,96,98,944 | NA |
| March 28, 2019 | 39,240 | 10 | 3,500 | 13,73,40,000 | Rights Issue | 6,56,526 | 65,65,260 | 2,21,66,46,544 | NA |
| June 12, 2019 | 99,807 | 10 | 3,500 | 34,93,24,500 | Rights Issue | 7,56,333 | 75,63,330 | 2,56,49,72,974 | NA |
| March 26, 2021 | 3,13,900 | 10 | 6,710 | 2,10,62,69,000 | Rights Issue | 10,70,233 | 1,07,02,330 | 4,66,81,02,974 | NA |
| September 02, 2021 | 53,619 | 10 | 6,880 | 36,88,98,720 | Preferential issue via Private Placement | 11,23,852 | 1,12,38,520 | 5,03,64,65,504 | NA |
| November 29, 2023 | 9,361 | 10 | 24,175.13 | 22,63,03,391.93 | Preferential issue via Private Placement | 11,33,213 | 1,13,32,130 | 22,62,09,781.93 | NA |
| April 16, 2025 | 22,43,35,486 | 10 | - | 224,33,54,860 | Bonus Issue | 22,54,68,699 | 225,46,86,990 | - | NA |
| July 20, 2025 | 10,826 | 10 | - | 1,08,260 | ESOP Allotment | 22,54,79,525 | 225,47,95,250 | - | NA |
| July 20, 2025 | 21,54,374 | 10 | - | 2,15,43,740 | ESOP Bonus Allotment | 22,76,33,899 | 227,63,38,990 | - | NA |

iv. History of Preference Share Capital

Preference Share Capital History of the Company as on last quarter ended on June 30, 2025, for the preceding three financial years and current financial year:-

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

| Date of Allotment | No of Preference Shares | Face Value (Rs.) | Issue Price (Rs.) | Consideration (cash, other than cash) | Nature of Allotment | Cumulative | | | Remarks |
|-------------------|-------------------------|------------------|-------------------|---------------------------------------|--|-------------------------|--|---|---------|
| | | | | | | No of Preference Shares | Preference Shares Capital (Rs. In Lakhs) | Preference Share Premium (Rs. In Lakhs) | |
| 02/12/2022 | 1,42,260 | 18,000 | 24,175.13 | Cash | Preferential issue via private placement | 1,42,260 | 25606.80 | 8784.74 | NA |
| 08/12/2022 | 24,202 | 18,000 | 24,175.13 | Cash | Preferential issue via private placement | 1,66,462 | 29,963.16 | 10,279.24 | NA |
| 18/01/2023 | 2,03,507 | 18,000 | 24,175.13 | Cash | Preferential issue via private placement | 3,69,969 | 66,594.42 | 22,846.07 | NA |
| 27/01/2023 | 19,680 | 18,000 | 24,175.13 | Cash | Preferential issue via private placement | 3,89,649 | 70,136.82 | 24,061.33 | NA |
| 27/03/2024 | 58,105 | 18,000 | 24,175.13 | Cash | Preferential issue via private placement | 4,47,754 | 80,595.72 | 27,649.39 | NA |
| 28/03/2024 | 30,112 | 18,000 | 24,175.13 | Cash | Preferential issue via private placement | 4,77,866 | 86,015.88 | 29,508.85 | NA |

v. Amalgamation/ Acquisition

Details of any Acquisition or Amalgamation in the preceding one year:

Please refer to Section 6 (*Issuer Information*) of the General Information Document October 13, 2024 bearing reference no. 2/2024-25.

vi. Reorganization or Reconstruction

Details of any Reorganization or Reconstruction in the preceding one year:

Please refer to Section 6 (*Issuer Information*) of the General Information Document October 13, 2024 bearing reference no. 2/2024-25.

vii. Details of The Shareholding of The Company as on the Latest Quarter End

Details of the shareholding of the Company as at the latest quarter end, i.e., June 30, 2025 as per the format specified under the listing regulations: -

| Particular | No. of Shares | Value in Rs. |
|--------------------------|--------------------------------------|--------------------------------|
| Authorized share capital | 35,30,00,000 Equity Shares of Rs.10/ | Equity shares – 3,53,00,00,000 |
| | – | Compulsorily Convertible |

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| | | |
|-----------------------|--|--|
| | 5,60,000 Compulsorily Convertible Preference Shares of Rs. 18000/- | Preference Shares – 10,08,00,00,000 |
| Paid up share Capital | 22,76,28,000 Equity shares of Rs.10/- 4,77,866 Compulsorily Convertible Preference Shares of Rs. 18,000/- | Equity Shares – 2,27,62,80,000 Compulsorily Convertible Preference Shares – 860,15,88,000 |

viii. Top 10 shareholders of the Company

| Sr. No | Name of the Shareholders | Total No. of Equity Shares | No. of shares in demat form | Total Shareholding as % of total number of equity shares. |
|--------|--|----------------------------|-----------------------------|---|
| 1 | NewQuest Asia Fund IV (Singapore) Pte. Ltd. | 5,36,26,800 | 5,36,26,800 | 23.79% |
| 2 | PI Opportunities Fund-1 | 5,24,16,800 | 5,24,16,800 | 23.25% |
| 3 | Alpine Opportunity Fund IV, L.P | 3,27,27,000 | 3,27,27,000 | 14.52% |
| 4 | India Business Excellence Fund III | 2,40,69,600 | 2,40,69,600 | 10.68% |
| 5 | Madhusudan Ekambaram | 1,47,13,075 | 1,47,13,075 | 6.53% |
| 6 | Mirae Asset Naver Asia Growth Investment Pte. Ltd. | 1,07,98,000 | 1,07,98,000 | 4.79% |
| 7 | India Business Excellence Fund IV | 63,88,400 | 63,88,400 | 2.83% |
| 8 | Alpine Opportunity Fund I, L.P | 57,55,200 | 57,55,200 | 2.55% |
| 9 | Unitary Fund | 55,95,000 | 55,95,000 | 2.48% |
| 10 | Krishnaswamy Karthikeyan | 53,75,600 | 53,75,600 | 2.38% |

XI. DIRECTORS OF THE COMPANY

(i) The details of the current directors of the Company is given below:

| Name | Designation | DIN | Age (years) | Address | Date of appointment | Details of other directorship | Whether willful defaulter (Yes/No) |
|------------------------------|-------------|----------|-------------|--|---------------------|--|------------------------------------|
| Mr. Madhusudan Ekambaram | Director | 07442577 | 43 | No. 296, Behind Jublee College Jinkethimmana Halli, Ramamurthy Nagar, Bengaluru Karnataka – 560036 | 16/03/2016 | 1. Finnovation Tech Solutions Private Limited 2. Fintech Association for Consumer Empowerment | No |
| Mr. Karthikeyan Krishnaswamy | Director | 07449376 | 43 | K-701, SNN Raj Lake View Apts, 29th Main Road, NS Palya Main Road, BTM Layout Bengaluru Karnataka – 560076 | 16/03/2016 | Finnovation Tech Solutions Private Limited | No |
| Mr. Vivek Veda | Director | 07560229 | 42 | Flat No. 1073, Shoba Daisy Apartment, | 26/07/2016 | NA | No |

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

| Name | Designation | DIN | Age (years) | Address | Date of appointment | Details of other directorship | Whether willful defaulter (Yes/No) |
|--------------------------------------|----------------------|----------|-------------|---|---------------------|--|------------------------------------|
| | | | | Bellandur, Green Glen Layout, Bangalore Karnataka – 560103 | | | |
| Mr. Abhishek Singhvi | Independent Director | 07972535 | 49 | B-803, Joy Valencia, Jogeshwari Vikhroli Link Road, Behind Majas Bus Depot, Jogeshwari East Mumbai, Maharashtra 400060 | 28/05/2019 | 1. Trufid Services Private Limited 2. Trufid Advisors Private Limited | No |
| Mr. Adesh Kumar Gupta | Independent Director | 00020403 | 68 | 701, Tagore Avenue, Tagore Road, Santacruz West Mumbai, Maharashtra 400054 | 28/05/2019 | 1. Vinati Organics Limited 2. India Pesticides Limited 3. Grasim Industries Limited 4. Krsnaa Diagnostics Limited 5. Anand Rathi Financial Services Limited 6. India Advance Fund Ltd. (Mauritius Foreign Company) 7. AB Electoral Trust 8. Supportnest Solution Private Limited 9. Anand Rathi Home Finance Limited | No |
| Mrs. Shashikala Ramachandra | Independent Director | 08087460 | 65 | Aura C-201, Ozone Urbana Township, Kannamangala Bangalore Rural Karnataka India-562110 | 19/07/2024 | 1. Kogta Financial (India) Limited 2. Chemm Finance Limited | |
| Mr. Nattanmai Venkataraman Saravanan | Nominee Director | | 43 | E3/34 Kailash Chandra CHS Mahindra | 13/08/2025 | 1. Finnovation Tech Solutions Private Limited | No |

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

| Name | Designation | DIN | Age (years) | Address | Date of appointment | Details of other directorship | Whether willful defaulter (Yes/No) |
|-----------------------------|----------------------|----------|-------------|---|---------------------|--|------------------------------------|
| | | 06989767 | | Nagar Haji Bapu Road, Haji Bapu Road, Mumbai - 400097 | | 2. Mintifi Private Limited 3. Shubham Housing Development Finance Company Limited | |
| Mr. Gagan Lalit Mohan Joshi | Nominee Director | 07807857 | 41 | N-202, The Trees, Residences Phase 2 CHS LTD 51/B, Pirojsha Nagar, off western highway Mumbai, Maharashtra 400079 | 13/08/2025 | 1. Finnovation Tech Solutions Private Limited 2. Svatantra Microfin Private Limited | No |
| Mr. Vinit Mukesh Mehta | Nominee Director | 08792902 | 42 | 501 Satguru Towers Central Avenue Mumbai, Maharashtra - 400054 | 13/08/2025 | 1. Finnovation Tech Solutions Private Limited 2. IKF Finance Limited | No |
| Mr. Mamtesh Sugla | Nominee Director | 08312311 | 37 | Flat 301, Tower 5, Crescent Bay, Jer Bai Wadia Road Near Mahatma Phule Educational Society, Bhoiwada Mumbai, Maharashtra - 400012 | 13/08/2025 | 1. Finnovation Tech Solutions Private Limited 2. Cosmos Maya India Private Limited 3. Manak Waste Management Private Limited 4. Newquest Advisors (India) LLP | No |
| Mr. Ravindra Sengaonkar | Independent Director | 07474309 | 62 | Plot No 89, Phase III, Near Club House, 4 Seasons Society, Bhugaon, Pune 412115 | 13/08/2025 | 1. Sengaonkars Gurukul Foundation | No. |

(II) **Change in directors**

The details of change in directors in the preceding three financial years and current financial year:-

Please refer to Section 6 (*Issuer Information*) of the General Information Document dated October 13, 2024 bearing reference no. 2/2024-25. Since, October 13, 2024, until the date of this Key Information Document the company has appointed 4 nominee directors and 1 Independent Director in their board meeting and shareholder meeting dated August 13, 2025 and August 29, 2025 respectively.

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| Name of Director | DIN | Designation | Date of appointment | Date of cessation, if applicable | Date of Resignation applicable | Remarks |
|--------------------------------------|----------|----------------------|---------------------|----------------------------------|--------------------------------|---------|
| Mr. Nattanmai Venkataraman Saravanan | 06989767 | Nominee Director | August 29, 2025 | NA | NA | NA |
| Mr. Gagan Lalit Mohan Joshi | 07807857 | Nominee Director | August 29, 2025 | NA | NA | NA |
| Mr. Vinit Mukesh Mehta | 08792902 | Nominee Director | August 29, 2025 | NA | NA | NA |
| Mr. Mamtesh Sugla | 08312311 | Nominee Director | August 29, 2025 | NA | NA | NA |
| Mr. Ravindra Sengaonkar | 07474309 | Independent Director | August 29, 2025 | NA | NA | NA |

(III) **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)**

- a. **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;**

| S.No | Name of Director | Remuneration payable/ paid by the issuer | Shareholding in the issuer (on a fully diluted basis) |
|----------------|--------------------------|--|---|
| 2024-25 | | | |
| 1 | Vivek Veda | 13.37 Crores | Nil |
| 2 | Madhusudan Ekambaram | 54.23 Crores | Nil |
| 3 | Karthikeyan Krishnaswami | 12.14 Crores | Nil |
| 2023-24 | | | |
| 1 | Vivek Veda | 25.90 Crores | Nil |
| 2022-23 | | | |
| 2 | Vivek Veda | 1.43 Crores | Nil |
| 2021-22 | | | |
| 3 | Vivek Veda | 81.70 Lakhs | Nil |

- b. **Appointment of any relatives to an office or place of profit of the issuer, its subsidiary or associate company;**

Please refer to Section 6 (*Issuer Information*) of the General Information Document October 13, 2024 bearing reference no. 2/2024-25.

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

- i. **in the promotion of the issuer company; or**

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- ii. in any immovable property acquired by the issuer company in the two years preceding the date of the issue document or any immovable property proposed to be acquired by it; or
- iii. where the interest of such a director consists in being a member of a firm or company, the nature and extent of his interest in the firm or company, with a statement of all sums paid or agreed to be paid to him or to the firm or company in cash or shares or otherwise by any person either to induce him to become, or to help him qualify as a director, or otherwise for services rendered by him or by the firm or company, in connection with the promotion or formation of the issuer company shall be disclosed

Please refer to Section 6 (*Issuer Information*) of the General Information Document October 13, 2024 bearing reference no. 2/2024-25.

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

Please refer to Section 6 (*Issuer Information*) of the General Information Document October 13, 2024 bearing reference no. 2/2024-25.

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

Please refer to Section 6 (*Issuer Information*) of the General Information Document October 13, 2024 bearing reference no. 2/2024-25.

XII. AUDITORS OF THE COMPANY

i. Current auditor

The details of the auditors of the Company:

M/s Walker Chandio & Co. LLP., Chartered Accountant is appointed as the Statutory Auditor of the Company, effective from the ensuing 9th Annual General Meeting and till the conclusion of 12th Annual General Meeting. The same is subject to the approval of the Shareholders of the Company in the ensuing Annual General Meeting of the Company.

ii. Details of change in auditors:

Details of change in auditor for preceding three financial years and current financial year:-

| Name | Address | Date of Appointment | Date of Cessation, if applicable | Date of resignation, if applicable |
|--------------------|--|---------------------|------------------------------------|------------------------------------|
| ASC & Associates | F-7, Lajpat Nagar-III, New Delhi-110024 | September 29, 2021 | September 27, 2024 | Not Applicable |
| M/s.Tattvam & Co., | JD-2C, Second Floor, Pitampura, New Delhi- | September 27, 2024 | End of the day of August 13, 2025. | August 05, 2025 |

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| | | | | |
|--|--------|--|--|--|
| | 110034 | | | |
|--|--------|--|--|--|

** The Appointment of M/s Walker Chandiok & Co. LLP., Chartered Accountant (Firm registration No. 001076N/N500013) is subject to the approval of Shareholders of the Company in the ensuing Annual General Meeting of the Company.

XIII. DETAILS OF THE BORROWING OF THE COMPANY AS ON THE LATEST QUARTER END

Details of the following liabilities of the issuer, as at the end of the last quarter, i.e. June 30, 2025, or if available, a later date:

i. Secured Loan Facilities

The Company has availed secured loan facilities as on the latest quarter end on June 30, 2025

| Facility | Name of Lender | Amount Sanctioned | Principal Amount outstanding | Repayment Date Scheduled | Credit Rating, if applicable | Asset Classification |
|-----------|--|-------------------|------------------------------|--------------------------|------------------------------|----------------------|
| Term Loan | IDFC First Bank Ltd | 75,00,00,000 | 6,24,82,846 | 24-Aug-25 | NA | NA |
| Term Loan | Vivriti Capital Private Limited | 27,00,00,000 | 10,48,03,483 | 5-Dec-25 | NA | NA |
| PTC | PTC 04 | 60,23,00,000 | 3,82,08,894 | 22-Jun-26 | Care A+(SO) | NA |
| Term Loan | Cholamandalam Investment and Finance Company Limited | 22,98,00,000 | 6,81,94,969 | 5-Nov-25 | NA | NA |
| Term Loan | Oxyzo Financial Services Limited | 30,00,00,000 | 13,70,00,327 | 25-May-26 | NA | NA |
| Term Loan | Capsave | 20,00,00,000 | 1,75,88,664 | 15-Jul-25 | NA | NA |
| Term Loan | IDFC Bank Term Loan 2 | 1,00,00,00,000 | 49,86,33,835 | 27-Jun-26 | NA | NA |
| Term Loan | Kotak Mahindra Inv Ltd | 50,00,00,000 | 4,16,56,461 | 5-Jul-25 | NA | NA |
| Term Loan | Aditya Birla Finance Ltd Term Loan 2 | 25,00,00,000 | 2,19,39,921 | 5-Jul-25 | NA | NA |
| Term Loan | Protium Finance Ltd Term Loan 2 | 20,00,00,000 | 1,66,68,354 | 10-Jul-25 | NA | NA |
| Term Loan | Ambit Finvest Ltd | 25,00,00,000 | 4,37,63,916 | 5-Aug-25 | NA | NA |
| Term Loan | A K Capital Finance Ltd | 25,00,00,000 | 7,79,71,517 | 7-Nov-25 | NA | NA |
| Term Loan | Karnataka Bank Ltd | 25,00,00,000 | 14,55,51,931 | 5-Aug-26 | NA | NA |
| Term Loan | MAS Financial Services Ltd. (62 to 63) | 30,00,00,000 | 7,49,58,977 | 5-Sep-25 | NA | NA |
| Term Loan | Oxyzo Financial Services Limited | 15,00,00,000 | 9,33,15,584 | 25-Sep-26 | NA | NA |
| Term Loan | State Bank of Mauritius | 30,00,00,000 | 7,48,54,707 | 13-Sep-25 | NA | NA |
| Term Loan | Kisetsu Saison Finance Pvt Ltd | 75,00,00,000 | 37,49,08,449 | 15-Sep-25 | NA | NA |

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

| | | | | | | |
|----------------------|--|----------------|--------------|-----------|-------------------|----|
| Term Loan | Kisetsu Saison Finance Pvt Ltd | 15,00,00,000 | 7,49,81,534 | 15-Sep-25 | NA | NA |
| PTC | PTC 07 | 24,50,23,170 | 50,24,532 | 17-Jan-26 | Care A+(SO) | NA |
| Term Loan | Utkarsh Small Finance Bank | 35,00,00,000 | 8,74,78,347 | 25-Sep-25 | NA | NA |
| Term Loan | Hinduja Leyland Finance Limited | 28,00,00,000 | 7,32,08,024 | 28-Sep-25 | NA | NA |
| Term Loan | Poonawalla Fincorp Limited | 50,00,00,000 | 28,82,50,552 | 5-Apr-26 | NA | NA |
| PTC | PTC 08 | 43,02,53,566 | 9,16,73,560 | 16-Mar-26 | Care A+(SO) | NA |
| Term Loan | Suryoday Small Finance Bank | 32,00,00,000 | 11,17,83,705 | 5-Oct-25 | NA | NA |
| Term Loan | Northern Arc Capital Limited | 50,00,00,000 | 17,39,30,589 | 25-Sep-25 | NA | NA |
| Working Capital Loan | IndusInd Bank Ltd | 30,00,00,000 | 29,71,80,164 | 29-Sep-25 | NA | NA |
| Term Loan | AU Small Finance Bank | 65,00,00,000 | 21,62,97,051 | 18-Oct-25 | NA | NA |
| Term Loan | Indian Overseas Bank | 50,00,00,000 | 42,96,20,917 | 12-Nov-29 | NA | NA |
| Term Loan | Sriram Finance Ltd | 20,00,00,000 | 13,77,32,667 | 5-Jun-26 | NA | NA |
| Term Loan | MAS Financial Services Ltd. (64 to 65) | 25,00,00,000 | 12,48,34,115 | 10-Dec-25 | NA | NA |
| Term Loan | Usha Financial Services Pvt. Ltd. | 20,00,00,000 | 10,25,19,754 | 19-Dec-25 | NA | NA |
| Term Loan | Vivriti Capital Private Limited | 40,00,00,000 | 35,85,56,408 | 24-Dec-26 | NA | NA |
| Term Loan | MAS Financial Services Ltd. (66) | 5,00,00,000 | 2,49,61,426 | 25-Dec-25 | NA | NA |
| Term Loan | Jana Small Finance Bank Ltd | 50,00,00,000 | 37,47,10,540 | 3-Jan-26 | NA | NA |
| Term Loan | Poonawalla Fincorp Limited | 25,00,00,000 | 18,45,53,183 | 5-Jul-26 | NA | NA |
| Term Loan | Oxyzo Financial Services Limited | 15,00,00,000 | 11,80,45,656 | 25-Jan-27 | NA | NA |
| Term Loan | A K Capital Finance Ltd | 20,00,00,000 | 13,26,59,621 | 29-Jun-26 | NA | NA |
| Term Loan | Dhanlaxmi Bank | 25,00,00,000 | 21,52,56,524 | 30-Mar-27 | NA | NA |
| Term Loan | HSBC Bank Ltd | 50,00,00,000 | 28,97,10,356 | 31-Jan-26 | NA | NA |
| PTC | PTC 09 | 58,25,22,840 | 20,90,85,260 | 18-Aug-26 | Crisil AAA and AA | NA |
| ICD | Matrix Moon Pvt Ltd | 15,00,00,000 | 8,74,27,278 | 31-Jan-26 | - | NA |
| Term Loan | MAS Financial Services Ltd (67 to 68) | 30,00,00,000 | 19,96,54,716 | 10-Feb-26 | NA | NA |
| PTC | PTC 10 | 1,01,67,75,000 | 46,54,35,495 | 28-Apr-26 | Crisil AAA and AA | NA |
| Term Loan | AU Small Finance Bank | 40,00,00,000 | 29,88,44,438 | 18-Mar-26 | NA | NA |
| PTC | PTC 11 | 76,01,62,141 | 71,79,84,921 | 17-Dec-26 | Care A+(SO) | NA |

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| | | | | | | |
|----------------------|---|--------------------|----------------|-----------|----------------|----|
| Term Loan | Utkarsh Small Finance Bank | 19,00,00,000 | 14,24,14,604 | 15-Mar-26 | NA | NA |
| Term Loan | Kisetsu Saison Finance Pvt Ltd | 55,00,00,000 | 54,96,85,790 | 15-Sep-26 | NA | NA |
| Term Loan | Anand Rathi Global Finance Ltd | 20,00,00,000 | 17,41,35,426 | 25-Mar-27 | NA | NA |
| Term Loan | Piramal Capital and Housing Finance Limited | 75,00,00,000 | 62,32,72,269 | 25-Mar-26 | NA | NA |
| Term Loan | Ambit Finvest Ltd | 14,00,00,000 | 12,53,81,673 | 05-Oct-26 | NA | NA |
| Term Loan | Incred Financial Services Limited | 25,00,00,000 | 21,01,09,390 | 10-Apr-26 | NA | NA |
| Term Loan | Hinduja Leyland Finance Limited | 30,00,00,000 | 26,64,99,058 | 28-Mar-27 | NA | NA |
| ICD | Matrix Moon Pvt Ltd | 10,00,00,000 | 9,98,96,435 | 09-Apr-26 | NA | NA |
| Term Loan | Axis Bank Ltd | 25,00,00,000 | 24,91,97,158 | 30-Apr-26 | NA | NA |
| Term Loan | Suryoday Small Finance Bank | 45,00,00,000 | 44,95,94,075 | 05-May-26 | NA | NA |
| Term Loan | Poonawalla Fincorp Limited | 60,00,00,000 | 56,85,76,136 | 05-Nov-26 | NA | NA |
| Term Loan | Jana Small Finance Bank Ltd | 87,00,00,000 | 86,86,47,295 | 03-Jun-26 | NA | NA |
| PTC | PTC 12 | 1,82,37,52,75 4 | 1,79,27,77,172 | 20-Dec-26 | CARE A (SO) | NA |
| Working Capital Loan | RBL Bank | 20,00,00,000 | 20,00,35,101 | 28-Aug-25 | NA | NA |
| Term Loan | MAS Financial Services Ltd (69 to 70tr1) | 20,00,00,000 | 19,96,09,816 | 05-Jun-26 | NA | NA |
| Term Loan | MAS Financial Services Ltd (70 Tr 2) | 10,00,00,000 | 9,98,04,028 | 05-Jun-26 | NA | NA |
| Working Capital Loan | Yes Bank Ltd | 50,00,00,000 | 49,99,75,949 | 17-Sep-25 | NA | NA |
| Working Capital Loan | Kotak Mahindra Bank | 50,00,00,000 | 49,99,78,295 | 12-Sep-25 | NA | NA |
| Working Capital Loan | Kotak Mahindra Bank | 50,00,00,000 | 49,99,84,935 | 16-Sep-25 | NA | NA |
| Term Loan | Bajaj Finance Ltd | 25,00,00,000 | 24,73,32,681 | 30-Jun-26 | NA | NA |
| Working Capital Loan | RBL Bank | 20,00,00,000 | 20,00,49,702 | 23-Sep-25 | NA | NA |
| Term Loan | Federal Bank Ltd | 25,00,00,000 | 24,93,20,088 | 27-Jun-26 | NA | NA |
| Term Loan | IDFC First Bank Ltd | 1,00,00,00,00 0 | 99,83,68,096 | 27-Jun-28 | NA | NA |
| Term Loan | Oxyzo Financial Services Limited | 25,00,00,000 | 24,80,61,195 | 25-Jul-27 | NA | NA |
| Working Capital Loan | RBL Bank | 25,00,00,000 | 24,99,98,974 | 26-Sep-25 | NA | NA |
| Term Loan | Kisetsu Saison Finance Pvt Ltd | 90,00,00,000 | 89,90,19,301 | 15-Dec-26 | NA | NA |
| Term Loan | Karur Vysya Bank | 50,00,00,000 | 49,67,37,087 | 30-Jun-27 | NA | NA |

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| | | | | | | |
|---|---------------------------------|----------------|----------------|-----------|----|----|
| Term Loan | Vivriti Capital Private Limited | 23,00,00,000 | 22,87,21,952 | 30-Jun-27 | NA | NA |
| Term Loan | AU Small Finance Bank | 70,00,00,000 | 69,61,45,353 | 18-Jul-26 | NA | NA |
| Term Loan | Northern Arc Capital Limited | 30,00,00,000 | 29,92,49,864 | 05-Oct-26 | NA | NA |
| Overdraft Facility | Yes Bank Ltd-2173 | 2,99,75,00,000 | 56,77,02,837 | 31-Jan-26 | NA | NA |
| Overdraft Facility & Working Capital Loan | Federal Bank Ltd | 1,50,00,00,000 | 1,50,00,00,000 | 19-Dec-25 | NA | NA |
| Overdraft Facility | Jana Small Finance Bank Ltd | 50,00,00,000 | 4,76,708 | 22-Dec-25 | NA | NA |
| Overdraft Facility | Suryoday Small Finance Bank | 50,00,00,000 | 30,72,554 | 06-Mar-26 | NA | NA |

ii. Details of Unsecured Loan

The Company has availed unsecured loan as on the latest quarter end on June 30, 2025:

| Lender's name | Type of facility | Sanction Amount (in Rs.) | Outstanding Principal Amount (in Rs. Lakhs) | Repayment date or Schedule | Credit Rating, if applicable |
|----------------|------------------|--------------------------|---|----------------------------|------------------------------|
| Not Applicable | | | | | |

iii. Non-Convertible Debentures

The details of outstanding non-convertible securities in the following format as on the latest quarter end on June 30, 2025:

| Series of NCD | ISIN | Tenor (Months) | Coupon | Amount | Date of Allotment | Redemption Date | Credit Rating | Secured / Unsecured | Security (times) |
|---|---------------|----------------|--------|----------------|-------------------|-----------------|---------------|---------------------|------------------|
| Class E40 | INE07H K07569 | 24 | 11.39% | 15,00,00,000 | 09-Aug-23 | 9-Aug-25 | Unrated | Secured | 1.1 |
| Class E37 | INE07H K07577 | 24 | 11.39% | 20,00,00,000 | 29-Aug-23 | 28-Aug-25 | Unrated | Secured | 1.1 |
| Class E44 | INE07H K07650 | 625 Days | 10.96% | 54,60,00,000 | 24-Nov-23 | 9-Aug-25 | CRISIL A- | Secured | 1.1 |
| 12.00% Krazybee Services Private Limited 2025 | INE07H K07700 | 18 | 12.00% | 35,00,00,000 | 13-Mar-24 | 13-Sep-25 | CRISIL A- | Secured | 1.1 |
| 12.50% Krazybee Services Private Limited 2025 | INE07H K07718 | 18 | 12.50% | 32,95,00,000 | 19-Apr-24 | 19-Oct-25 | Care A- | Secured | 1.1 |
| 9.84% Krazybee Services Private Limited 2025 | INE07H K07726 | 15 | 9.84% | 1,00,00,00,000 | 26-Apr-24 | 26-Jul-25 | Care A- | Secured | 1.1 |

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| | | | | | | | | | |
|---|---------------|----|--------|----------------|-----------|-----------|-----------|---------|------|
| 9.84% Krazybee Services Private Limited 2025 | INE07H K07726 | 24 | 9.84% | 55,00,00,000 | 27-May-24 | 26-Jul-25 | Care A- | Secured | 1.1 |
| 2.50% Krazybee Services Private Limited 2025 | INE07H K07734 | 18 | 12.50% | 80,00,00,000 | 12-Jun-24 | 12-Dec-25 | CRISIL A- | Secured | 1.1 |
| 0.20% Krazybee Services Private Limited 2025 | INE07H K07742 | 18 | 10.20% | 50,00,00,000 | 19-Jun-24 | 19-Dec-25 | CRISIL A- | Secured | 1.1 |
| 2.50% Krazybee Services Private Limited 2025 | INE07H K07734 | 17 | 12.50% | 40,00,00,000 | 12-Jul-24 | 12-Dec-25 | CRISIL A- | Secured | 1.1 |
| 0.20% Krazybee Services Private Limited 2025 | INE07H K07742 | 17 | 10.20% | 70,00,00,000 | 24-Jul-24 | 19-Dec-25 | CRISIL A- | Secured | 1.1 |
| 1.00% Krazybee Services Private Limited 2026 | INE07H K07767 | 18 | 11.00% | 1,20,00,00,000 | 31-Jul-24 | 30-Jan-26 | CRISIL A- | Secured | 1.1 |
| 2.50% Krazybee Services Private Limited 2025 | INE07H K07718 | 14 | 12.50% | 50,00,00,000 | 26-Aug-24 | 19-Oct-25 | Care A- | Secured | 1.1 |
| 2.10% Krazybee Services Private Limited 2026 | INE07H K07775 | 24 | 12.10% | 70,00,00,000 | 21-Oct-24 | 20-Oct-26 | CRISIL A- | Secured | 1.1 |
| 10.30% Krazybee Services Private Limited 2026 | INE07H K07783 | 18 | 10.30% | 1,50,00,00,000 | 12-Dec-24 | 12-Jun-26 | CRISIL A- | Secured | 1.1 |
| 10.30% Krazybee Services Private Limited 2026 | INE07H K07783 | 18 | 10.30% | 30,00,00,000 | 20-Dec-24 | 12-Jun-26 | CRISIL A- | Secured | 1.1 |
| 10.95% Krazybee Services Private Limited 2026 | INE07H K07791 | 18 | 10.95% | 3,20,00,00,000 | 23-Jan-25 | 23-Jul-26 | Care A- | Secured | 1.1 |
| 10.95% Krazybee Services Private Limited 2026 | INE07H K07791 | 17 | 10.95% | 1,15,00,00,000 | 05-Feb-25 | 23-Jul-26 | Care A- | Secured | 1.1 |
| 10.65% Krazybee Services Private Limited 2026 | INE07H K07809 | 18 | 10.65% | 2,00,00,00,000 | 06-May-25 | 06-Nov-26 | CARE A- | Secured | 1.10 |
| 10.65% Krazybee Services Private Limited 2026 | INE07H K07809 | 17 | 10.65% | 70,00,00,000 | 19-Jun-25 | 06-Nov-26 | CARE A- | Secured | 1.10 |

iv. Details of commercial paper issuances as at the end of the last quarter in the following format

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

The details of outstanding commercial paper in the following format as on the latest quarter end on June 30, 2025:

| Series Of NCS | ISIN | Tenor / Period of Maturity | Coupon | Amount | Date of Allotment | Redemption Date/ Schedule | Credit Rating | Secured / Unsecured | Other Details Viz. Details of Issuing And Paying Agent, Details Of Credit Rating Agencies |
|---------------|--------------|----------------------------|--------|--------------|-------------------|---------------------------|---------------|---------------------|---|
| NA | INE07HK14276 | 198 Days | 10.75% | 12,00,00,000 | 12-Feb-25 | 29-Aug-25 | CARE A1 | Unsecured | IPA – Yes Bank Limited Credit Rating Agency – CARE Ratings Limited |
| NA | INE07HK14284 | 178 Days | 11.85% | 10,00,00,000 | 17-Feb-25 | 14-Aug-25 | CARE A1 | Unsecured | IPA – Yes Bank Limited Credit Rating Agency – CARE Ratings Limited |
| NA | INE07HK14292 | 181 Days | 11.00% | 25,00,00,000 | 09-Apr-25 | 07-Oct-25 | Care A1 | Unsecured | IPA – Yes Bank Limited Credit Rating Agency – CARE Ratings Limited |
| NA | INE07HK14300 | 189 Days | 11.00% | 25,00,00,000 | 09-Apr-25 | 15-Oct-25 | Care A1 | Unsecured | IPA – Yes Bank Limited Credit Rating Agency – CARE Ratings Limited |
| NA | INE07HK14318 | 365 Days | 10.00% | 38,50,00,000 | 30-Apr-25 | 30-Apr-26 | Care A1 | Unsecured | IPA – Yes Bank Limited Credit Rating Agency – CARE Ratings Limited |
| NA | INE07HK14326 | 181 Days | 11.00% | 25,00,00,000 | 28-May-25 | 25-Nov-25 | Care A1 | Unsecured | IPA – Yes Bank Limited Credit Rating Agency – CARE Ratings Limited |
| NA | INE07HK14342 | 272 Days | 10.85% | 50,00,00,000 | 30-May-25 | 26-Feb-26 | Care A1 | Unsecured | IPA – Yes Bank Limited Credit Rating Agency – CARE Ratings Limited |
| NA | INE07HK14334 | 178 Days | 11.51% | 50,00,00,000 | 30-May-25 | 24-Nov-25 | Care A1 | Unsecured | IPA – Yes Bank Limited Credit Rating Agency – CARE Ratings Limited |
| NA | INE07HK14359 | 364 Days | 11.25% | 39,00,00,000 | 05-Jun-25 | 04-Jun-26 | Care A1 | Unsecured | IPA – Yes Bank Limited Credit Rating Agency – CARE Ratings Limited |
| NA | INE07HK14359 | 350 Days | 11.25% | 11,00,00,000 | 19-Jun-25 | 04-Jun-26 | Care A1 | Unsecured | IPA – Yes Bank Limited Credit Rating Agency – CARE Ratings Limited |
| NA | INE07HK14367 | 178 Days | 11.45% | 14,00,00,000 | 24-Jun-25 | 19-Dec-25 | Care A1 | Unsecured | IPA – Yes Bank Limited Credit Rating Agency – CARE Ratings Limited |

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v. List of Top 10 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. | OFB Tech Private Limited | Private Limited Company | 1,00,000 | 5.07% |
| 2. | GMO-Z.Com Payment Gateway India Credit Fund | Alternate Investment Fund | 1,00,000 | 3.85% |
| 3. | Kairus Shavak Dadachanji | Individual | 1,00,000 | 2.28% |
| 4. | Shahi Exports Private Limited | Private Limited Company | 1,00,000 | 1.11% |
| 5. | Kemwell Biopharma Private Limited | Private Limited Company | 1,00,000 | 1.10% |
| 6. | MAS Financial Services Limited | Limited Company | 1,00,000 | 1.01% |
| 7. | Neo Markets Services Private Limited | Private Limited Company | 1,00,000 | 1.01% |
| 8. | AK Capital Finance Limited | Limited Company | 1,00,000 | 0.96% |
| 9. | Ambit Finvest Private Limited | Private Limited Company | 1,00,000 | 0.87% |
| 10. | Rudira Aqua Limited | Limited Company | 1,00,000 | 0.80% |

vi. List of Top 10 holders of Commercial Paper in terms of value (in cumulative basis)

| Sr. No | Name of Debenture Holders | Category of holder | Face value of holding | Holding as a % of total commercial paper outstanding of the issuer |
|--------|---------------------------------------|---------------------------|-----------------------|--|
| 1 | Finova Capital Private Limited | Private Limited Company | 5,00,000 | 42.17% |
| 1 | InCred Financial Services Limited | Limited Company | 5,00,000 | 17.10% |
| 2 | Raymond Limited | Limited Company | 5,00,000 | 16.06% |
| 3 | The Kangra Central Co-op Bank Limited | Corperation Bank | 5,00,000 | 12.39% |
| 4 | Incred Prime Finance Private Limited | Private Limited Company | 5,00,000 | 8.54% |
| 5. | Northern Arc Money Market Alpha Trust | Alternate Investment Fund | 5,00,000 | 6.49% |
| 6. | Enviro Infra Engineers Limited | Limited Company | 5,00,000 | 3.40% |
| 7. | Powerica Limited | Limited Company | 5,00,000 | 1.70% |

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| | | | | |
|----|-----------------------------|-----------------|----------|-------|
| 8. | Eki Energy Services Limited | Limited Company | 5,00,000 | 0.68% |
|----|-----------------------------|-----------------|----------|-------|

vii. Other Borrowings

Details of bank fund based facilities/ Rest of the borrowing (if any including hybrid debt like FCCB, Optionally Convertible Debentures / Preference Shares) from financial institutions or financial creditors as on June 30, 2025:

Not Applicable

viii. 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:

- i. in whole or part,
- ii. at a premium or discount, or
- iii. in pursuance of an option or not:

Not applicable

XIV. ADDITIONAL DISCLOSURES BY NBFC AS REQUIRED UNDER CHAPTER IV OF LISTED NCDS MASTER CIRCULAR

As set out Annexure XII (*Specific Disclosures Required from NBFC*) of this Key Information Document.

XV. Defaults in borrowing

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

Please refer to Section 6 (*Issuer Information*) of the General Information Document Dated October 13, 2024 bearing reference no. 2/2024-25. Further, there have been no such defaults and / or delays from October 13, 2024, until the date of this Key Information Document.

XVI. Material event/ development affecting investment decision

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 or resulting in material liabilities.

Not Applicable.

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- XVII. Any litigation or legal action pending or taken by a Government Department or a statutory body or regulatory body during the three years immediately preceding the year of the issue of the issue document against the promoter of the company.**

Not Applicable.

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

Please refer to Section 6 (*Issuer Information*) of the General Information Document October 13, 2024 bearing reference no. 2/2024-25. Further, there have been no such defaults and / or non-payments from October 13, 2024, until the date of this Key Information Document.

- XIX. 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.**

Not Applicable

- XX. 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.**

Not Applicable

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

Not Applicable

- XXII. 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.**

| Transaction | Related Party | 31-03-2025 | 31-03-2024 | 31-03-2023 |
|--------------------------------|---|------------|------------|------------|
| | | (in lakhs) | (in lakhs) | (in lakhs) |
| Amount owed by related parties | Finnovation tech solutions Private Limited. | - | - | 2,666.40 |
| Amount owed by related parties | Finnovation tech solutions Private Limited. | 1446.20 | 1,217.67 | - |
| Sale of Services | Finnovation tech solutions Private Limited. | 266.23 | 103.05 | 8665.99 |
| Interest Income | Anish Gupta | 0.08 | 0.13 | - |
| Purchase of services | Finnovation tech solutions Private Limited | 38960.38 | 33984.02 | 20227.72 |
| Securities premium | Finnov Private Limited | - | 2262.10 | - |

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| | | | | |
|---|--|---------|----------|--------|
| Amount owed to related parties | Finnovation Tech Solutions Private Limited | 7898.80 | 7,363.75 | 374.60 |
| Amount owed to related parties | Finnov Private Limited | - | 0.02 | 0.02 |
| Amount owed to related parties | Directors | - | - | 0.09 |
| Amount owed to related parties | Finnovation Tech Solutions Private Limited | 185.50 | 405.40 | 136.04 |
| Borrowings from related party | Finnov Private Limited | - | - | - |
| Outstanding Personal Loan (including accrued interest) | Anish Gupta | - | 0.75 | - |
| Outstanding Non-Convertible Debentures (including accrued interest) | Krishnaswamy Bhanumath | - | 80.27 | - |
| | Vani Jain | 30.12 | 20.08 | - |
| | Nutan Soudagar | 80.33 | - | 70.00 |
| | Madhusudan Ekambaram | 301.23 | - | - |
| | Anil Veda | 20.08 | 20.07 | 10.00 |
| | Sreenidhi Sattanathan | - | 50.20 | - |
| | Vibha Veda | 20.08 | 20.07 | 20.00 |
| | Vivek Veda | 261.07 | 100.39 | 20.00 |
| | Marappa Krishnaswamy | - | 20.07 | - |
| | Marappa Krishnaswamy HUF | 100.41 | - | - |
| | Krishnaswamy Karthikeyan HUF | 200.82 | - | - |
| | AV Consultancy Services | 20.08 | - | - |
| Finance Cost | Finnov Private Limited | | - | 536.73 |
| | Sreenidhi Sattanathan | 1.36 | 5.41 | - |
| | Krishnaswamy Bhanumathi | 3.90 | 6.94 | - |
| | Madhusudan Ekambaram | 23.01 | 40.73 | 8.98 |
| | Nutan Soudagar | 9.47 | 8.42 | 8.04 |
| | Anil Veda | 2.29 | 2.23 | 1.08 |
| | Vani Jain | 2.85 | 2.16 | 5.99 |
| | Vibha Veda | 2.51 | 2.50 | 2.17 |
| | Vivek Veda | 29.98 | 11.16 | 2.17 |
| | Marappa Krishnaswamy | 0.97 | 1.73 | - |
| | Sattanathan Viswanathan | - | 2.41 | - |

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| | | | | |
|--|------------------------------|--------|--------|-------|
| | Marappa Krishnaswamy HUF | 7.67 | - | - |
| | Krishnaswamy Karthikeyan HUF | 15.34 | - | - |
| | AV Consultancy Services | 0.90 | - | - |
| Issue of non-convertible debentures | Madhusudan Ekambaram | 300.00 | 400.00 | - |
| | Nutan Soudagar | 80.00 | - | 70.00 |
| | Anil Veda | 20.00 | 20.00 | 10.00 |
| | Vani Jain | 30.00 | 20.00 | - |
| | Vibha Veda | 20.00 | 20.00 | 20.00 |
| | Vivek Veda | 260.00 | 100.00 | 20.00 |
| | Krishnaswamy Bhanumathi | - | 80.00 | - |
| | Marappa Krishnaswamy | - | 20.00 | - |
| | Sreenidhi Sattanathan | - | 50.00 | - |
| | Marappa Krishnaswamy HUF | 100.00 | - | - |
| | Krishnaswamy Karthikeyan HUF | 200.00 | - | - |
| | AV Consultancy Services | 20.00 | - | - |
| Redemption of non-convertible debentures | Madhusudan Ekambaram | - | 400.00 | 90.00 |
| | Nutan Soudagar | - | 70.00 | 70.00 |
| | Anil Veda | 20.00 | 10.00 | - |
| | Vani Jain | 20.00 | - | 60.00 |
| | Vivek Veda | 100.00 | 20.00 | 20.00 |
| | Vibha Veda | 20.00 | 20.00 | 20.00 |
| | Sattanathan Viswanathan | - | 20.00 | - |
| | Krishnaswamy Bhanumathi | 80.00 | - | - |
| | Marappa Krishnaswamy | 20.00 | - | - |
| Sreenidhi Sattanathan | 50.00 | - | - | |

XXIII. 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 6 (*Issuer Information*) of the General Information Document October 13, 2024 bearing reference no. 2/2024-25.

XXIV. 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:

As set out Annexure XII (*Specific Disclosures Required from NBFC*) of this Key Information Document.

XXV. 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.

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- (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.**

As set out Annexure XII (*Specific Disclosures Required from NBFC*) of this Key Information Document.

XXVI. Declaration in case of public issue with regards to the following:

- a. **procedure of allotment of debt securities and non-convertible redeemable preference shares and unblocking of funds in case of refund;**

Please refer to Section 6 (*Issuer Information*) of the General Information Document October 13, 2024 bearing reference no. 2/2024-25.

- b. **a statement by the Board of Directors about the separate bank account where all monies received out of the issue are to be transferred, and disclosure of details of all monies including utilised and unutilised monies out of the previous issue in the prescribed manner;**

Please refer to Section 6 (*Issuer Information*) of the General Information Document October 13, 2024 bearing reference no. 2/2024-25.

- c. **the details of all utilized and unutilised monies out of the monies collected in the previous issue made by way of public offer shall be disclosed and continued to be disclosed in the balance sheet till the time any part of the proceeds of such previous issue remains unutilized, the purpose for which such monies have been utilized, and the securities or other forms of financial assets in which such unutilized monies have been invested; and**

Please refer to Section 6 (*Issuer Information*) of the General Information Document October 13, 2024 bearing reference no. 2/2024-25.

- d. **the interim use of funds, if any.**

Please refer to Section 6 (*Issuer Information*) of the General Information Document October 13, 2024 bearing reference no. 2/2024-25.

XXVII. 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.

| | |
|--|--|
| Directors | Please refer Annexure IV in respect of the resolutions passed at the meeting of the board of directors of the Issuer and at the meeting of working committee of the board of directors of the Issuer. |
| Auditors | As the Debentures will be issued by way of private placement to identified investors in accordance with the process prescribed by SEBI, other than audited financials as set out in Annexure I no auditor's report is being obtained in respect of this issue of Debentures, the Issuer believes that no specific consent from the lenders of the Issuer is required. |
| Bankers to issue | As the Debentures will be issued by way of private placement to identified investors in accordance with the process prescribed by SEBI, no bankers have been appointed in respect of such issue of Debentures |
| Solicitors/ Advocates/ Legal Advisors | Not applicable |

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| | |
|------------------------------|---|
| Registrar | The consent letter from the Registrar is provided in Annexure VIII of this Key Information Document. |
| Lenders of the Issuer | The Issuer believes that no specific consent from the lenders of the Issuer is required. |
| Experts | Consent of the experts as mentioned above has been obtained to the extent applicable. |
| Lead Managers | As the Debentures will be issued by way of private placement to identified investors in accordance with the process prescribed by SEBI, no lead managers have been appointed in respect of such issue of Debentures |

XXVIII. 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.

Vardhman Trusteeship Private 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 Annexure III 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 XIV 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 right to appoint any other SEBI registered Trustee.

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

Please refer to Section 6 (*Issuer Information*) of the General Information Document October 13, 2024 bearing reference no. 2/2024-25.

XXX. 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 debt securities /non-convertible redeemable preference shares 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

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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 | September 15, 2025 |
| Issue Closing Date | September 15, 2025 |
| Pay In Date | September 16, 2025 |
| Deemed Date of Allotment | September 16, 2025 |
| Date of earliest closing of the issue, if any | NA |

Please also refer Annexure IX (*Application Process*).

c. Cash flows emanating from the debt securities / non- convertible redeemable preference shares shall be mentioned in the offer document, by way of an illustration.

The cashflows emanating from the Debentures, by way of an illustration, are set out under Annexure X of this Key Information Document.

XXXI. Disclosures pertaining to wilful defaulter:

The disclosures pertaining to wilful defaulter is as provided in Section 9 (*Disclosure Pertaining to Wilful Default*) of this Key Information Document.

XXXII. Undertaking by the Issuer

Please refer to Section 3 (*Undertaking of the Issuer*) of the General Information Document Dated October 13, 2024 bearing reference no. 2/2024-25.

XXXIII. Risk Factors

Please refer to Section 4 (*Risk Factors*) of the General Information Document Dated October 13, 2024 bearing reference no. 2/2024-25.

XXXIV. Other Details

a) DRR creation - relevant regulations and applicability

Please refer to Section 6 (*Issuer Information*) of the General Information Document Dated October 13, 2024 bearing reference no. 2/2024-25.

b) Issue/ instrument specific regulations

- 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;

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- 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).

c) Default in Payment;

Please refer to the sub-section named "Default Interest Rate" under Section 8 (Summary Terms) of this Key Information Document.

d) Delay in Listing:

The Debentures are proposed to be listed on Bombay Exchange of India Ltd. (BSE'), being the Designated Stock Exchange. The details of BSE Limited are as below:

The BSE Limited
Phiroze Jeejeebhoy Towers,
Dalal Street,
Mumbai 400 001
Phone: +91 22 2272 1233/4
Fax: +91 22 2272 1919

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 Chapter VII (Standardization of timelines for listing of securities issued on a private placement basis) of the SEBI circular no. SEBI/HO/DDHS/PoD1/P/CIR/2024/54 dated May 22, 2024 on "Master Circular for issue and listing of Non-convertible Securities, Securitised Debt Instruments, Security Receipts, Municipal Debt Securities and Commercial Paper", 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 closure of the issue for the Debentures, the Company will pay to the Debenture Holders, penal interest of 1% (one percent) per annum over the Coupon Rate for the period of delay from the deemed date of allotment of for the Debentures until the listing of the Debentures is completed.

e) Delay in allotment of securities:

- (i) The Issuer shall ensure that the Debentures are allotted to the respective Debenture Holders and are credited into the demat accounts of the relevant Debenture Holders within the timelines prescribed under the SEBI Listing Timelines Requirements.
- (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").

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- (iii) If the Issuer fails to repay the Application Money within the Repayment Period, then Issuer shall be liable to repay the Application Money along with interest at 12% (twelve percent) per annum from the expiry of the Allotment Period.

f) Issue details:

As detailed in Section 7 (*Application Process*) of this Key Information Document.

g) Disclosure prescribed under PAS-4 of 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 is provided as ANNEXURE XI: PAS 4. Please refer ANNEXURE XI: PAS 4 for all disclosures required under the Companies (Prospectus and Allotment of Securities), Rules, 2014 are set out therein.

h) 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

i) 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/nonconvertible redeemable preference shares are or is to be applied directly or indirectly:

i. in the purchase of any business; or

ii. in the purchase of an interest in any business and by reason of that purchase, or anything to be done in consequence thereof, or in connection therewith, the company shall become entitled to an interest in either the capital or profits and losses or both, in such business exceeding fifty per cent. thereof, a report made by a chartered accountant (who shall be named in the issue document) upon –

- 1. 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**
- 2. the assets and liabilities of the business as on the latest date to which the accounts of the business were made up, being a date not more than one hundred and twenty days before the date of the issue of the issue document.**

Not applicable

b. In purchase or acquisition of any immovable property including indirect acquisition of immovable 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;

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

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

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.

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 (8) (g) of paragraph XXXI of this Section to this Key Information Document. 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.

Not applicable

- c. If:
 - i. the proceeds, or any part of the proceeds, of the issue of the debt securities/non-convertible redeemable preference shares are or are to be applied directly or indirectly and in any manner resulting in the acquisition by the company of shares in any other body corporate; and
 - ii. by reason of that acquisition or anything to be done in consequence thereof or in connection therewith, that body corporate shall become a subsidiary of the company, a report shall be made by a Chartered Accountant (who shall be named in the issue document) upon –
 - 1. 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
 - 2. the assets and liabilities of the other body corporate as on the latest date to which its accounts were made up.

Not applicable

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d. The said report shall:

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

Not applicable

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

Please refer to Annexure IV: Specific Disclosure required from NBFC of the General Information Document Dated **October 13, 2024** bearing reference no. **2/2024-25**.

- 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, shall be disclosed.**

Not applicable

g. The matters relating to:

i. Material contracts:

| S. No. | Nature of Contract |
|---------------|--|
| 1. | Certified true copy of the Memorandum & Articles of Association of the Issuer. |
| 2. | Board Resolution dated June 25, 2025 and Finance Committee Resolution dated July 30, 2025, authorizing the issue of Debentures offered under the terms of this Key Information Document. |
| 3. | Shareholders' Resolution dated June 27, 2025 authorizing the issue of non-convertible debentures by the Company. |
| 4. | Copies of Annual Reports of the Company for the last three financial years. |
| 5. | Credit rating letter from the Rating Agency dated July 14, 2025. |
| 6. | Letter from Debenture Trustee dated September 09, 2025 giving its consent to act as Debenture Trustee. (" Consent Letter "). |
| 7. | Letter for Register and Transfer Agent dated September 09, 2025. |
| 8. | Certified true copy of the certificate of incorporation of the Company. |
| 9. | Certified true copy of the tripartite agreement between the Company, the Registrar & Transfer Agent and the NSDL/CDSL |
| 10. | Debenture Trustee Agreement executed between the Issuer and the Debenture Trustee dated September 10, 2025. |

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| | |
|-----|---|
| 11. | Debenture Trust Deed executed between the Issuer and the Debenture Trustee dated on or around the date of this Key Information Document. |
| 12. | Deed of Hypothecation executed between the Issuer and the Debenture Trustee dated on or around the date of this Key Information Document. |

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 are material to the Issue, may be inspected at the registered office of the Company between on 10.00 am to 4.00 pm on Business 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.

| Transaction | Related Party | 31-03-2025 | 31-03-2024 | 31-03-2023 |
|--|---|------------|------------|------------|
| | | (in lakhs) | (in lakhs) | (in lakhs) |
| Amount owed by related parties | Finnovation tech solutions Private Limited. | - | - | 2,666.40 |
| Amount owed by related parties | Finnovation tech solutions Private Limited. | 1446.20 | 1,217.67 | - |
| Sale of Services | Finnovation tech solutions Private Limited. | 266.23 | 103.05 | 8665.99 |
| Interest Income | Anish Gupta | 0.08 | 0.13 | - |
| Purchase of services | Finnovation tech solutions Private Limited | 38960.38 | 33984.02 | 20227.72 |
| Securities premium | Finnov Private Limited | - | 2262.10 | - |
| Amount owed to related parties | Finnovation Tech Solutions Private Limited | 7898.80 | 7,363.75 | 374.60 |
| Amount owed to related parties | Finnov Private Limited | - | 0.02 | 0.02 |
| Amount owed to related parties | Directors | - | - | 0.09 |
| Amount owed to related parties | Finnovation Tech Solutions Private Limited | 185.50 | 405.40 | 136.04 |
| Borrowings from related party | Finnov Private Limited | - | - | - |
| Outstanding Personal Loan (including accrued interest) | Anish Gupta | - | 0.75 | - |

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| | | | | |
|---|------------------------------|------------------------|--------|-------|
| Outstanding Non-Convertible Debentures (including accrued interest) | Krishnaswamy Bhanumath | - | 80.27 | - |
| | Vani Jain | 30.12 | 20.08 | - |
| | Nutan Soudagar | 80.33 | - | 70.00 |
| | Madhusudan Ekambaram | 301.23 | - | - |
| | Anil Veda | 20.08 | 20.07 | 10.00 |
| | Sreenidhi Sattanathan | - | 50.20 | - |
| | Vibha Veda | 20.08 | 20.07 | 20.00 |
| | Vivek Veda | 261.07 | 100.39 | 20.00 |
| | Marappa Krishnaswamy | - | 20.07 | - |
| | Marappa Krishnaswamy HUF | 100.41 | - | - |
| | Krishnaswamy Karthikeyan HUF | 200.82 | - | - |
| | AV Consultancy Services | 20.08 | - | - |
| | Finance Cost | Finnov Private Limited | | - |
| Sreenidhi Sattanathan | | 1.36 | 5.41 | - |
| Krishnaswamy Bhanumathi | | 3.90 | 6.94 | - |
| Madhusudan Ekambaram | | 23.01 | 40.73 | 8.98 |
| Nutan Soudagar | | 9.47 | 8.42 | 8.04 |
| Anil Veda | | 2.29 | 2.23 | 1.08 |
| Vani Jain | | 2.85 | 2.16 | 5.99 |
| Vibha Veda | | 2.51 | 2.50 | 2.17 |
| Vivek Veda | | 29.98 | 11.16 | 2.17 |
| Marappa Krishnaswamy | | 0.97 | 1.73 | - |
| Sattanathan Viswanathan | | - | 2.41 | - |
| Marappa Krishnaswamy HUF | | 7.67 | - | - |
| Krishnaswamy Karthikeyan HUF | | 15.34 | - | - |
| AV Consultancy Services | | 0.90 | - | - |
| Issue of non-convertible debentures | Madhusudan Ekambaram | 300.00 | 400.00 | - |
| | Nutan Soudagar | 80.00 | - | 70.00 |
| | Anil Veda | 20.00 | 20.00 | 10.00 |
| | Vani Jain | 30.00 | 20.00 | - |
| | Vibha Veda | 20.00 | 20.00 | 20.00 |
| | Vivek Veda | 260.00 | 100.00 | 20.00 |
| | Krishnaswamy Bhanumathi | - | 80.00 | - |
| | Marappa Krishnaswamy | - | 20.00 | - |
| | Sreenidhi Sattanathan | - | 50.00 | - |
| | Marappa Krishnaswamy HUF | 100.00 | - | - |
| | Krishnaswamy Karthikeyan HUF | 200.00 | - | - |

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| | | | | |
|--|-------------------------|--------|--------|-------|
| | AV Consultancy Services | 20.00 | - | - |
| Redemption of non-convertible debentures | Madhusudan Ekambaram | - | 400.00 | 90.00 |
| | Nutan Soudagar | - | 70.00 | 70.00 |
| | Anil Veda | 20.00 | 10.00 | - |
| | Vani Jain | 20.00 | - | 60.00 |
| | Vivek Veda | 100.00 | 20.00 | 20.00 |
| | Vibha Veda | 20.00 | 20.00 | 20.00 |
| | Sattanathan Viswanathan | - | 20.00 | - |
| | Krishnaswamy Bhanumathi | 80.00 | - | - |
| | Marappa Krishnaswamy | 20.00 | - | - |
| | Sreenidhi Sattanathan | 50.00 | - | - |

Please refer Page No. 14 of the Audit Report of the Financial year ended March 31, 2025, Page no. 9 of Financial year ended March 31, 2024 and March 31, 2023

- 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.**

Not applicable

- j. **The details of: any inquiry, inspections or investigations initiated or conducted under the securities laws or Companies Act, 2013 (18 of 2013) or any previous companies law; prosecutions filed, if any (whether pending or not); and fines imposed or offences compounded, in the three years immediately preceding the year of issue of issue document in the case of the issuer being a company and all of its subsidiaries.**

Please refer to Section 6 (*Issuer Information*) of the General Information Document Dated **October 13, 2024** bearing reference no. **2/2024-25**.

- k. **The details of acts of material frauds committed against the issuer in the preceding three financial years and current financial year, if any, and actions taken by the issuer.**

Not applicable

XXXV. Listing and Monitoring Requirements

i. 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:

ii. RECOVERY EXPENSE FUND

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- (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".

iii. 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)).

iv. DUE DILIGENCE

- (f) 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

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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 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.
- (g) 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 r 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;

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- (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.
- (h) Without prejudice to any other provision of 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) submit the following reports/certification to the Debenture Trustee within the timelines mentioned below:

| Reports/Certificates | Timelines for submission requirements by Company to Debenture Trustee | Timeline for submission of reports/certifications by Debenture Trustee to stock exchange |
|---|---|---|
| Security cover certificate | Quarterly basis within 60 days from end of each quarter or within such timelines as prescribed under Applicable Law | Quarterly basis within 75 days from end of each quarter or within such timelines as prescribed under Applicable Law. For the last quarter in a financial year, the timeline for submission shall be 90 (ninety) days from the end of the quarter. |
| To the extent applicable, A statement of value of pledged securities | | |
| To the extent applicable, A statement of value for Debt Service Reserve Account or any other form of security offered | | |
| To the extent applicable, Net worth certificate of guarantor (secured by way of personal guarantee) | Half yearly basis within 60 days from end of each half-year or within such timelines as prescribed under Applicable Law | Half yearly basis within 75 days from end of each half-year or within such timelines as prescribed under Applicable Law. |
| To the extent applicable, Financials/ value of guarantor prepared on basis of audited financial statement etc. of the guarantor (secured by way of corporate guarantee) | Once in 3 (three) years within 45 (forty five) days from the end of the Financial Year or within such timelines as prescribed under Applicable Law. | Annual basis within 75 days from end of each financial year. |
| To the extent applicable, Valuation | | |
| | | Once in 3 (three) years within 45 (forty |

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| | | |
|--|--|--|
| report and title search report for the immovable/movable assets, as applicable | | five) days from the end of the Financial Year or within such timelines as prescribed under Applicable Law. |
|--|--|--|

- (iv) 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.

v. **OTHERS**

- (i) The Company shall, at all times until the secured obligations have been duly discharged, maintain a bank account no. 059481300001586, IFSC YESB0000594with Yes Bank Limited (“**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.
- (j) 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.
- (k) 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.
- (l) The Company shall ensure due compliance and adherence to the Master Circular for Debenture Trustee in letter and spirit.
- (m) 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.
- (n) 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.).
- (o) 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.
- (p) 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.

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SECTION 7 APPLICATION PROCESS

The Debentures being offered by the Issuer by way of this Key Information Document are subject to the provisions of the Companies Act, the Memorandum and Articles of Association of the Issuer, the terms of this Key Information Document, Application Form, applicable Law/regulations and other terms and conditions as may be incorporated in the transaction documents as specified in the Key Information Document.

The investors, who specifically approached, who are eligible to apply for this private placement of Debentures are mentioned in the General Information Document Dated October 13, 2024 bearing reference no. 2/2024-25/ Key Information Document. All investors are required to comply with the relevant regulations/guidelines applicable to them for investing in this Issue.

All such Investors / transferees are required to comply with the relevant regulations/guidelines applicable to them for investing in this issue of / purchasing the Debentures and with respect to any subsequent transfer of the Debentures and shall be bound by the terms and conditions of the Debentures as set out in this Key Information Document. It is clarified that applications are not to be made by a 'person resident outside India' as defined under the Foreign Exchange Management Act, 1999 (including foreign portfolio investors, non-resident Indians, overseas corporate bodies, etc.)

I. Who can invest /apply?

The investors, who specifically approached, who are eligible to apply for this private placement of Debentures are mentioned in the General Information Document dated October 13, 2024 bearing reference no. 2/2024-25/ Key Information Document. All investors are required to comply with the relevant regulations/guidelines applicable to them for investing in this Issue.

All such Investors / transferees are required to comply with the relevant regulations/guidelines applicable to them for investing in this issue of / purchasing the Debentures and with respect to any subsequent transfer of the Debentures and shall be bound by the terms and conditions of the Debentures as set out in this Key Information Document. It is clarified that applications are not to be made by a 'person resident outside India' as defined under the Foreign Exchange Management Act, 1999 (including foreign portfolio investors, non-resident Indians, overseas corporate bodies, etc.)

Only Eligible Investors as given hereunder may apply for the Debentures by completing the Application Form as set out in Section 7 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 relevant Application Form. No application can be made for a fraction of a Debenture. The series of Debentures applied for must be clearly indicated in the Application Form. 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 interest/ redemption warrants.

An Application Form must be accompanied by either demand draft(s) or cheque(s) drawn or made payable in favour of the Issuer or otherwise as may be set out in the Application Form and crossed "Account Payee Only". Cheque(s) or demand (s) may be drawn on any bank including a co-operative bank, which is a member or a sub-member of the bankers clearing house located. If permitted, the applicant may transfer payments required to be made in relation to any by electronic transfer of funds/RTGS, to the bank account of the Issuer as per details mentioned in the Application Form.

II. Application Procedure through EBP Bid Process as per EBP Guidelines:

- a. In order to be able to bid under the BSE EBP Platform, Eligible Investors must have provided the requisite documents (including but not limited to know your customer) in accordance with the EBP Guidelines or applicable Law. The Company is entitled at any time to require an Eligible Investor to provide any know your

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customer or other documents as may be required to be maintained by it or delivered to a third party by it in accordance with applicable Law.

All Eligible Investors are required to register themselves as a one-time exercise (if not already registered) with the BSE EBP Platform for participating in electronic book building mechanism.

Eligible Investors should refer the operating guidelines for issuance of debt securities on private placement basis through an electronic book mechanism as available on the website of BSE.

Eligible Investors will also have to complete the mandatory know your customer verification process. Eligible Investors should refer to the EBP Guidelines in this respect.

The details of the Issue shall be entered on the BSE EBP Platform by the Company at least 2 (two) Business Days prior to the Issue Opening Date, in accordance with the EBP Guidelines.

- b. The Issue will be open for bidding for the duration of the bidding window that would be communicated through the Issuer's bidding announcement on the BSE EBP Platform, at least 1 (one) Business Day before the start of the Issue Opening Date.

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

- A. Modification of Bid: Eligible Investors may note that modification of bid is allowed during the bidding period or window. However, in the last 10 minutes of the bidding period or window, revision of bid is only allowed for upward revision of the bid amount placed or to improve the coupon or yield by the Eligible Investor.
- B. Cancellation of Bid: Eligible Investors may note that cancellation of bid is allowed during the bidding period or window. However, in the last 10 minutes of the bidding period or window, no cancellation of bids is permitted.
- C. Multiple Bids: Bidders are permitted to place multiple bids on the BSE EBP Platform in line with the BSE EBP Guidelines and the EBP Guidelines.
- D. Manner of bidding: The Issue bidding shall be price based on the BSE EBP platform in line with the BSE EBP Guidelines and the EBP Guidelines.
- E. Manner of allotment: The allotment will be done on uniform yield basis in line with the BSE EBP Guidelines and the EBP Guidelines.
- F. Manner of settlement: Settlement of the Issue will be done through online transfer and the account details are given in the section on Payment Mechanism of this Key Information Document.
- G. Settlement cycle: The process of pay-in of funds by investors and pay-out to Company will be done on T+1 trading day, where T is the Issue Closing Date.
- H. Offer or Issue of executed offer letters cum application forms to successful Eligible Investors. The offer letters cum application forms along with the Application Form will be issued to the successful Eligible Investors, who are required to complete and submit the Application form to the Company in order to accept the offer of Debentures.

No person other than the successful Eligible Investors to whom the offer letters cum application forms has been issued by the Company may apply for the issue through the offer letters cum application forms received from a person other than those specifically addressed will be invalid. However, Eligible Investors should refer to the EBP Guidelines as prevailing on the date of the bid.

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. 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 mandatory "know your customer" verification process. The 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 | Total Issue size: Up to 27,500 (Twenty Seven Thousand Five Hundred) senior, secured, listed, rated, taxable, transferable, |
|---|---|

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| | |
|--|---|
| which green shoe may be retained (if applicable) | redeemable, non-convertible debentures of the face value of INR 1,00,000/- (Indian Rupees One Lakh Only) each aggregating to INR 275,00,00,000/- (Indian Rupees Two Hundred Seventy Five Crore Only) Base issue: up to 17,500 (Seventeen Thousand Five Hundred) senior, secured, listed, rated, taxable, transferable, redeemable, non-convertible debentures of the face value of INR 1,00,000/- (Indian Rupees One Lakh Only) each aggregating to INR 175,00,00,000/- (Indian Rupees One Hundred Seventy Five Crore Only). Green Shoe Option: up to 10,000 (Ten Thousand) senior, secured, listed, rated, taxable, transferable, redeemable, non-convertible debentures of the face value of INR 1,00,000/- (Indian Rupees One Lakh Only) each aggregating to INR 100,00,00,000/- (Indian Rupees One Hundred Crore Only). |
| Anchor Portion Details | No |
| Interest rate parameter | Fixed Coupon |
| Bid opening and closing date | Bid opening date: September 15, 2025 Bid closing date: September 15, 2025 |
| Minimum Bid Lot | 100 (One Hundred) Debentures (aggregating to INR 1,00,00,000 (Indian Rupees One Crore Only), and 1 (One) Debenture thereafter |
| Manner of bidding in the Issue/ Bid Type | Closed |
| 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 September 16, 2025. |

III. 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 are as set out below:

| | |
|---------------------|-------------------------------------|
| Name of Bank | HDFC BANK Limited |
| IFSC Code | HDFC0000060 |
| Account number | ICCLEB |
| Name of beneficiary | INDIAN CLEARING CORPORATION LIMITED |

| | |
|---------------------|---------------------------------|
| Name of Bank | ICICI Bank Ltd. |
| IFSC Code | ICIC0000106 |
| Account number | ICCLEB |
| Name of beneficiary | INDIAN CLEARING CORPORATION LTD |

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

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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:

| | |
|-------------------|--|
| Beneficiary Name: | KRAZYBEE SERVICES PRIVATE LIMITED |
| Bank Account No. | 059481300000416 |
| IFSC CODE: | YESB0000594 |
| Bank Name | Yes Bank Limited |
| Branch Address: | Ground Floor, Lancor Westminister, 108, Dr. Radha Krishnan Salai, Mylapore, Chennai-600004 |

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.

Basis of Allocation or Allotment: Allocation shall be made as approved by the Company in accordance with applicable NCS Listing Regulations, Operations Guidelines, and applicable Law. Post completion of bidding process, the Company will upload the provisional allocation on the BSE EBP Platform. Post receipt of details of the successful Eligible Investors, the Company will upload the final allocation file on the BSE EBP Platform.

Payment Mechanism: Payment of subscription money for the Debentures should be made by the successful Eligible Investor as notified by the Company. Successful Eligible Investors should do the funds pay-in to the account

Successful Eligible Investors should ensure to make payment of the subscription amount for the Debentures from their same bank account which is updated by them in the BSE EBP Platform while placing the bids. In case of mismatch in the bank account details between BSE EBP Platform and the bank account from which payment is done by the successful bidder, the payment would be returned.

Note: In case of failure of any successful bidders to complete the subscription amount payments by the Pay-in Time or the funds are not received in the Designated Bank Account by the Pay-in Time for any reason whatsoever, the bid will liable to be rejected and the Company shall not be liable to issue the Debentures to such successful bidders.

Settlement Process: Upon final allocation by the Issuer, the Company or the Registrar and Transfer Agent on behalf of the Company shall instruct the Depositories on the Pay-in Date, and the Depositories shall accordingly credit the allocated Debentures to the demat account of the successful Eligible Investor. The Company shall give the instruction to the Registrar and Transfer Agent for crediting the Debentures by 12:00 noon on the Pay-In Date. The Registrar shall provide corporate action file along with all requisite documents to Depositories by 12:00 noon on the Pay-In Date. On the Pay-In Date, the Depositories shall confirm to effect the transfer of Debentures in the demat account(s) of the successful Eligible Investors post-allocation disclosures by the EBP. Upon final allocation by the Issuer, the Company shall disclose the Issue Size, coupon rate, ISIN, number of successful bidders, category of the successful bidder(s), etc., in accordance with the EBP Guidelines.

The EBP shall upload such data, as provided by the Issuer, on its website to make it available to the public. Deemed Date of Allotment Interest on Debentures shall accrue to the Debenture Holder(s) from and including the Deemed Date of Allotment. All benefits relating to the Debentures will be available to the investor(s) from the Deemed

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Date of Allotment. The actual allotment of Debentures may take place on a date other than the Deemed Date of Allotment. The Company reserves the right to modify allotment date or Deemed Date of Allotment at its sole and absolute discretion without any notice. In case if the issue closing date is changed, the Deemed Date of Allotment may also be changed by the Company at its sole and absolute discretion.

Withdrawal of Issue: The Company may, at its discretion, withdraw the issue process on the conditions set out under the EBP Guidelines. Provided that the Company shall accept or withdraw the issue on the BSE EBP Platform within 1(one) hour of the closing of the bidding window, and not later than 6 pm on the Issue Closing Date. However, Eligible Investors should refer to the EBP Guidelines as prevailing on the date of the bid. If the Company has withdrawn the Issue, and the cutoff yield of the Issue is higher than the estimated cutoff yield disclosed to the BSE EBP Platform, the estimated cut off yield shall be mandatorily disclosed by the BSE EBP Platform to the Eligible Investors. The expression 'estimated cut off yield' means yield so estimated by the Company, prior to opening of issue on the BSE EBP Platform. The disclosure of estimated cut off yield by BSE EBP Platform to the Eligible Investors, pursuant to closure of the issue, shall be at the discretion of the Company.

Right to Accept or Reject Applications: The Company reserves its full, unqualified and absolute right to accept or reject the application, in part or in full, without assigning any reason thereof. The rejected applicant will be intimated along with the refund warrant, if applicable. No interest on application money will be paid on rejected applications. The application form that is not complete in all respects is liable to be rejected and would not be paid any interest on the application money. Application would be liable to be rejected on one or more technical grounds, including but not restricted to:

- A. Number of Debentures applied for is less than the minimum application size;
- B. Application exceeding the issue size;
- C. Bank account details not given;
- D. Details for issue of Debentures in electronic or dematerialised form not given; PAN or GIR and IT Circle or Ward or District not given;
- E. In case of applications under Power of Attorney by limited companies, corporate bodies, trusts, etc. relevant documents not submitted;
- F. In the event, if any Debentures applied for is or are not allotted in full, the excess application monies of such Debentures will be refunded, as may be permitted.

Basis of Allotment:

Notwithstanding anything stated elsewhere, the Company 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 Investors on a first cum 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 Company by the Deemed date of allotment.

Deemed date of allotment for the issue is September 16, 2025, by which date Investors would be intimated of allotment.

IV. Table of Details of Issuances in the previous financial year:

| Sr. No. | Issue Size (Inclusive of Green Shoe Option) | Base Issue + Green Shoe Option | Green Shoe Option exercised | Date of Issue |
|---------|--|---|-----------------------------|---------------|
| 1. | Issue Size: 49,50,00,000 Allotment Size: 32,95,00,000 | Base Issue: 20,00,00,000 Green Shoe Option: 12,95,00,000 | 12,95,00,000 | 19.04.2024 |
| 2. | Issue & Allotment Size: 100,00,00,000 | Base Issue: 50,00,00,000 Green Shoe Option: 50,00,00,000 | 50,00,00,000 | 26.04.2024 |

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| | | | | |
|-----|--|---|---------------|------------|
| 3. | Issue Size: 100,00,00,000 Allotment Size: 55,00,00,000 | Base Issue: 100,00,00,000 Green Shoe Option: Nil | - | 27.05.2024 |
| 4. | Issue Size: 100,00,00,000 Allotment Size: 80,00,00,000 | Base Issue: 50,00,00,000 Green Shoe Option: 50,00,00,000 | 30,00,00,000 | 12.06.2024 |
| 5. | Issue & Allotment Size: 40,00,00,000 | Base Issue: 20,00,00,000 Green Shoe Option: 20,00,00,000 | 20,00,00,000 | 12.07.2024 |
| 6. | Issue Size: 100,00,00,000 Allotment Size: 50,00,00,000 | Base Issue: 50,00,00,000 Green Shoe Option: 50,00,00,000 | - | 19.06.2024 |
| 7. | Issue & Allotment Size: 50,00,00,000 | Base Issue: 50,00,00,000 Green Shoe Option: Nil | - | 05.07.2024 |
| 8. | Issue Size: 100,00,00,000 Allotment Size: 70,00,00,000 | Base Issue: 30,00,00,000 Green Shoe Option: 70,00,00,000 | 40,00,00,000 | 24.07.2024 |
| 9. | Issue Size: 70,00,00,000 Allotment Size: 22,25,00,000 | Base Issue: 15,00,00,000 Green Shoe Option: 55,00,00,000 | 7,25,00,000 | 01.07.2024 |
| 10. | Issue Size: 130,00,00,000 Allotment Size: 120,00,00,000 | Base Issue: 50,00,00,000 Green Shoe Option: 80,00,00,000 | 70,00,00,000 | 31.07.2024 |
| 11. | Issue Size: 60,00,00,000 Allotment Size: 50,00,00,000 | Base Issue: 25,00,00,000 Green Shoe Option: 35,00,00,000 | 25,00,00,000 | 26.08.2024 |
| 12. | Issue Size: 80,00,00,000 Allotment Size: 70,00,00,000 | Base Issue: 70,00,00,000 Green Shoe Option: 10,00,00,000 | - | 21.10.2024 |
| 13. | Issue & Allotment Size: 150,00,00,000 | Base Issue: 150,00,00,000 Green Shoe Option: Nil | - | 12.12.2024 |
| 14. | Issue & Allotment Size: 30,00,00,000 | Base Issue: 30,00,00,000 Green Shoe Option: Nil | - | 20.12.2024 |
| 15. | Issue & Allotment Size: 320,00,00,000 | Base Issue: 160,00,00,000 Green Shoe Option: 160,00,00,000 | 160,00,00,000 | 23.01.2025 |
| 16. | Issue Size: 250,00,00,000 Allotment Size: 115,00,00,000 | Base Issue: 100,00,00,000 Green Shoe Option: 15,00,00,000 | 15,00,00,000 | 05.02.2025 |

V. Documents to be provided by Investors / applicants

Investors need to submit the following documents, along with the Application Form, as applicable

- a. Memorandum and Articles of Association along with Certificate of Incorporation/Documents Governing Constitution
- b. Board Resolution / letter authorizing the investment and containing operating instructions
- c. Certified true copy of the Power of Attorney, if applicable
- d. PAN card
- e. Form 15AA for investors seeking exemption from Tax Deduction at Source (TDS) — both on Interest on Application Money as well as annual interest payments
- f. Specimen signature of the authorized signatories, duly certified by an appropriate authority

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- g. SEBI Registration Certificate, as applicable
- h. Application form (including RTGS details)

VI. 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 interest and all other amounts payable to the Debenture Holder(s) through electronic transfer of funds or RTGS.

VII. Applications under Power of Attorney

In case of applications made under a Power of Attorney or by a Limited Company or a Body Corporate etc., the relevant Power of Attorney or the relevant resolution or authority to make the application, as the case may be, together with the certified true copy thereof along with the certified copy of the Memorandum and Articles of Association and/or Bye-Laws as the case may be must be attached to the Application Form or lodged for scrutiny separately with the photocopy of the Application Form, quoting the serial number of the Application Form at the Company's branch where the application has been submitted failing which the applications are liable to be rejected.

VIII. Interest on Application Money

Interest on Application Money will be paid at the applicable coupon rate (subject to deduction of tax at source at the rates prevailing from time to time under the provisions of Income Tax Act, 1961 or any statutory modification or re-enactment thereof) and will be paid on the entire application money on all valid applications.

Such interest shall be paid for the period commencing from the date of credit by way of funds transfer / Real time gross settlement up to one day prior to the date of allotment.

No interest on application money would be payable in cases of invalid applications.

IX. Letters of Allotment

The Debentures will be credited in dematerialised form within 2 (two) Business Days from the Deemed Date of Allotment.

X. Record Date

The record date means, date occurring 15 (fifteen) calendar days prior to any Due Date.

XI. 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 Registrar shall upon receiving instructions in relation to the same from the Issuer repay the moneys to the extent of such excess, if any.

XII. 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 relevant Debenture Holder(s) whose names appear on the List of beneficial owners given by the Depository to the Company as on the Record Date. The Debentures shall be taken as discharged on complete payment of the redemption amount by the Company on relevant maturity date(s) to the respective registered Debenture Holder(s) whose name appears in the register of debenture holder(s) on the Record

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Date. Such payment will be a legal discharge of the liability of the Company towards the Debenture Holder(s) of such series. On such payment being made, the Company will inform NSDL/CDSL and accordingly the account of the Debenture Holder(s) with NSDL/CDSL will be adjusted. The Company's liability to the Debenture Holder(s) towards all their rights including for payment or otherwise shall cease and stand extinguished from the due dates of redemption in all events. Further the Company will not be liable to pay any interest or compensation from the dates of such redemption. On the Company dispatching the amount as specified above in respect of the Debentures, the liability of the Company shall stand extinguished.

XIII. Mode of Payment

All payments must be made through cheque(s)/draft(s)/transfers/RTGS as set out in the application form.

XIV. Effect of Holidays

In the event that any date on which any Coupon payment is required to be made by the Issuer is not a Business Day, the immediately succeeding Business Day shall be considered as the effective date(s) for that payment. In the event that the Redemption Date(s) in respect of the Debentures is not a Business Day, the immediately preceding Business Day shall be considered as the effective date for redemption of Debentures.

XV. Payment of Coupon

Coupon for each of the Coupon periods shall be computed on an actual/actual days a year basis on the principal outstanding on the Debentures at the Coupon Rate. If the Coupon period from start date to end date includes February 29, then interest shall be paid on the basis of (end date-start date)/366.

XVI. Tax Deduction at Source

Income tax will be deducted as applicable as per the provisions of Income-tax Act, 1961. Where any deduction of Income Tax is made at source, the Company shall send to the Debenture holder a Certificate of Tax Deduction at Source.

XVII. PAN/GIR Number

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

XVIII. Signatures

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

XIX. Basic terms of the present offer

Refer Section 8 (*Summary of Terms of this Key Information Document*) for issue specific details.

XX. Minimum Subscription

INR. 1,00,00,000/- (Indian Rupees One Crore only) and in multiples of INR 1,00,000/- (Indian Rupees One Lakh only) thereafter.

XXI. Deemed Date of Allotment

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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 as set out in this Key Information Document.

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, subject to provisions contained in Transaction Documents.

XXII. Market lot will be one Debenture

Contributions being made by the promoters or directors either as part of the Issue or separately in furtherance of such objects- None

XXIII. Security

The Debentures are proposed to be secured by the assets and security details as given in Issue Detail.

XXIV. Debentures in Dematerialized Form

The Company is issuing the Debentures only in dematerialized form and hence no Debentures are being issued in physical form in terms of the Key Information Document. The Company has entered in to Depository Arrangements with NSDL for dematerialization of the Securities.

Applicants have to mention their Depository Participant's name, DP-ID and Beneficiary Account Number/Client ID in the appropriate place in the Application Form. Debentures of successful Debenture Holders having Depository Account shall be credited to their Depository Account.

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 way of cheque(s)/ redemption warrant(s)/ demand draft(s)/ credit through RTGS system/ funds transfer to those Debenture Holder(s) whose names appear on the list of Beneficiaries provided by the Depositories to the Issuer. The names would be as per the Depositories' records on the relevant record date fixed for the purpose of redemption. All such Debentures will be simultaneously redeemed through appropriate debit corporate action. The list of beneficiaries as of the relevant record date setting out the relevant beneficiaries' name and account number, address, bank details and DP's identification number will be given by the Depositories to the Issuer and the Registrar. Based on the information provided above, the Issuer/Registrar will dispatch the cheque for interest / Coupon payments to the beneficiaries. If permitted, the Issuer may transfer payments required to be made in relation to any by electronic transfer of funds/RTGS, to the bank account of the Debenture Holder for redemption and interest/ Coupon payments.

XXV. Joint-Holders

Where two or more persons are holders of any Debenture(s), they shall be deemed to hold the same as joint holders with benefits of survivorship in the same manner and to the same extent and be subject to the same restrictions and limitations as in the case of the existing equity shares of the Company, subject to other provisions contained in the Articles of Association of the Company.

XXVI. Mode of Transfer

The Debentures shall be transferable and transmittable in the same manner and to the same extent and be subject to the same restrictions and limitations as in the case of the existing equity shares of the Company. The provisions relating to

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transfer and transmission, nomination and other related matters in respect of equity shares of the Company, contained in the Articles of Association of the Company, shall apply mutatis mutandis to the transfer and transmission of the Debentures and nomination in this respect.

The Debentures held in dematerialised form shall be transferred subject to and in accordance with the rules/ procedures as prescribed by NSDL/CDSL and the relevant Depositories of the transferor or transferee and any other applicable Law 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, Coupon will be paid/ redemption will be made to the person, whose name appears in the register of debenture holders maintained by the Depositories 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 electronic form. The transferor should give delivery instructions containing details of the transferee's depository account to his Depository. Investors may note that subject to applicable Law, the Debentures of the Issuer would be issued and traded in dematerialised form only.

XXVII. Succession

In the event of demise of the sole holder of the Debentures, the Company will recognize the executor or administrator of the deceased Debenture holder, or the holder of succession certificate or other legal representative as having title to the Debentures. The Company shall not be bound to recognize such executor, administrator or holder of the succession certificate, unless such executor or administrator obtains probate or letter of administration or such holder is the holder of succession certificate or other legal representation, as the case may be, from a court in India having jurisdiction over the matter. The Directors of the Company may, in their absolute discretion, where they think fit, dispense with production of probate or letter of administration or succession certificate or other legal representation, in order to recognize such holder as being entitled to the Debentures standing in the name of the deceased Debenture holder on production of sufficient documentary proof and / or indemnity.

XXVIII. Governing law

The Debentures shall be construed to be governed in accordance with Indian Law.

The courts and tribunals at Chennai shall have exclusive jurisdiction in connection with any dispute arising out of or in connection with this Debentures. The Debenture Holders and the Debenture Trustee shall not be prevented from taking proceedings relating to a dispute in any other courts and tribunals with jurisdiction. To the extent allowed by applicable Law, the Debenture Holders and the Debenture Trustee may take concurrent proceedings in any number of jurisdictions. Over and above the aforesaid Terms and Conditions, the said Debentures shall be subject to the Terms and Conditions to be incorporated in the Debentures to be issued to the Debenture Holders and the Debenture Trust Deed.

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SECTION 8 SUMMARY OF TERMS

The following term sheet summarizes the principal items with respect to the financing facility to be provided to Krazybee Services Limited (Formerly known Krazybee Services Private Limited (“**Borrower**” or “**Company**”) by the Investor.

For the avoidance of the doubt, except as specifically stated, this term sheet does not attempt to describe all terms and conditions of the transaction contemplated herein. The term sheet is intended to outline certain basic terms around which transaction could be structured. All proposed terms and conditions are subject to execution of mutually satisfactory transaction documents, satisfactory legal, technical & financial diligences, meeting of stipulations as contained herein etc.

| Particulars | Terms and Conditions |
|---|---|
| Security Name | 10.45% Krazybee 2027 |
| Borrower/Issuer | Krazybee Services Limited (Formerly known as Krazybee Services Private Limited) |
| Type of Instrument | Senior, Secured, Listed, Taxable, Rated, Transferable, Redeemable, Non-Convertible Debentures |
| Nature of the Instrument (Secured or Unsecured) | Secured |
| Seniority (Senior or Subordinated) | Senior |
| Eligible Investors | <p>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”):</p> <ul style="list-style-type: none"> o) Individuals except Politically Exposed Person p) Hindu Undivided Family q) Trust Limited Liability Partnerships r) Partnership Firm(s) s) Portfolio Managers registered with SEBI t) Association of Persons u) Companies and Bodies Corporate including Public Sector Undertakings. v) Commercial Banks w) Regional Rural Banks x) Financial Institutions y) Insurance Companies z) Mutual Funds aa) FPIs bb) NBFCs <p>Any other investor eligible to invest in these Debentures.</p> |
| Listing (including name of stock Exchange(s) where it will be listed and timeline for listing) | <p>The Debentures are to be listed on the WDM of the BSE within a maximum period of 3 (three) trading days from the date of closure of the Issue for the Debentures.</p> <p>In case of delay in listing of securities issued on privately placement basis beyond the timelines specified above, the issuer shall pay penal interest of 1% p.a. over the coupon/ dividend rate for the period of delay to the investor (i.e. from the date of allotment to the date of listing).</p> |
| Rating of Instrument | CRISIL Ratings Limited |
| Issue Size | Issue up to 27,500 (Twenty Seven Thousand Five Hundred) senior, secured, listed, rated, taxable, transferable, redeemable, non-convertible |

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| | <p>debentures of the face value of INR 1,00,000/- (Indian Rupees One Lakh Only) each aggregating to INR 275,00,00,000/- (Indian Rupees Two Hundred Seventy Five Crore Only) (“Debentures”/“NCDs”) comprising of:</p> <p>a. a base issue of up to 17,500 (Seventeen Thousand Five Hundred) senior, secured, listed, rated, taxable, transferable, redeemable, non-convertible debentures of the face value of INR 1,00,000/- (Indian Rupees One Lakh Only) each aggregating to INR 175,00,00,000/- (Indian Rupees One Hundred Seventy Five Crore Only); and</p> <p>b. a green shoe option of up to 10,000 (Ten Thousand) senior, secured, listed, rated, taxable, transferable, redeemable, non-convertible debentures of the face value of INR 1,00,000/- (Indian Rupees One Lakh Only) each aggregating to INR 100,00,00,000/- (Indian Rupees One Hundred Crore Only) (“Green Shoe Option”).</p> |
| Minimum Subscription | INR 1,00,00,000/- (Indian Rupees One Crore only) |
| Option to retain oversubscription | a green shoe option of up to 10,000 (Ten Thousand) senior, secured, listed, rated, taxable, transferable, redeemable, non-convertible debentures of the face value of INR 1,00,000/- (Indian Rupees One Lakh Only) each aggregating to INR 100,00,00,000/- (Indian Rupees One Hundred Crore Only). |
| Objects of the Issue/ Purpose for which there is requirement of funds | The Issue proceeds will be utilized for originating personal/business loans, provided however that the Issuer 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. |
| 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 |
| Details of the utilization of the Proceeds | <p>The funds raised by the Issue shall be utilized by the Company solely towards the Purpose.</p> <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; in contravention of any guidelines, rules or regulations of the RBI applicable to non- banking financial companies; and/or 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 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)". <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 | Fixed interest of 10.45% (ten point four five percent) per annum |

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| Step Up/ Step Down Coupon Rate | <p>In the event, credit rating of the Debentures is downgraded from the current rating of “CRISIL A (Stable)” (“Rating”) at any point of time during the tenor of the Debentures, the Coupon Rate shall increase by 0.25% (zero decimal two five percent) for each notch downgrade of 1 (one) notch from the rating of the Debentures and/or Issuer (“Step Up Rate”). Such increased rate of interest shall be applicable from the date of such downgrade (“Step Up”).</p> <p>Following the Step Up until the rating of the Debentures is restored to the Rating, if the rating of the Debentures is upgraded, the prevailing Step Up Rate shall be decreased by 0.25% (zero decimal two five percent) for each upgrade of 1 (one) notch from the rating of the Debentures (until the rating of the Debentures is restored to the Rating) and such decreased rate of interest shall be applicable from the date of such upgrade. PROVIDED THAT the decreased rate of interest in accordance with this provision cannot, in any case, be lower than the Coupon Rate.</p> |
| Coupon / Dividend Payment Frequency | Quarterly |
| Coupon / Dividend Payment Dates | Please refer to ANNEXURE X: ILLUSTRATION OF BOND CASH FLOWS of this Key Information Document. |
| Cumulative / non-cumulative, in case of dividend | Not applicable |
| Coupon Type | Fixed Coupon |
| 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 Interest 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 Issuer’s Designated Bank Account up to one day prior to the Deemed Date of Allotment Where Pay-in Date and the Deemed date of Allotment are the same, no interest on Application money is to be paid. |
| Default Interest / Coupon Rate | <p>Payment Default including Event of Default If, at any time, there shall be a payment default or any other Event of Default, the Company agrees to pay an additional interest rate of 2% per annum (two point zero zero percent) above the applicable Interest Rate on the Outstanding Principal Amount from the date of the occurrence of the payment default or Event of Default until such payment default or Event of Default is cured or the final redemption amount is paid (whichever is earlier).</p> <p>Delay in security creation In the event the Issuer’s fails to execute Hypothecation Agreement and perfect security within the timelines, the Issuer shall pay additional interest of 2.00% (two point zero zero percent) over and above the Interest Rate.</p> <p>Breach of financial covenants Debenture Holder reserves the right to levy a penalty of a sum equivalent to 1.00% (One point zero zero percent) of the amount outstanding under</p> |

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| | <p>the Debentures on the Issuer in the event of breach of any of the Financial Covenants, if such breach is not cured within 30 (thirty) days. The penalty shall be paid within 30 (Thirty) calendar days from the date of such breach and as per the relevant provisions contained in Transaction Documents.</p> <p>Delay in execution of Debenture Trust Deed If not already executed, the Company shall execute the Debenture Trust Deed within the timelines prescribed by SEBI. In case of a delay in execution of Debenture Trust Deed, the Company will pay penal interest of at least 2% p.a. (two percent per annum) over the Coupon Rate till the execution of Debenture Trust Deed.</p> <p>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.</p> |
| Tenor | 18 (eighteen) months from the Deemed Date of Allotment. In the case of an Early Redemption, Tenor will be number of days between the Deemed Date of Allotment and /or mandatory redemption date |
| Redemption Date | March 16, 2027 |
| Redemption Amount | Debentures shall be redeemed at par |
| Redemption Premium / Discount/ Early Redemption penalty | Not applicable. |
| Issue Price | INR 1,00,000/- (Indian Rupees One Lakh Only) per Debenture. |
| Discount at which security is issued and the effective yield as a result of such discount. | Not applicable |
| Premium/Discount at which security is 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 investor need to intimate Issuer before exercising the put) | Not applicable |
| Face Value | INR 1,00,000/- per debenture instrument |
| Minimum Application and in multiples of Debt securities thereafter | INR 1,00,00,000/- (Indian Rupees One Crore only) and in multiples of INR 1,00,000/- (Indian Rupees One Lakh only) thereafter |
| Issue Timing | |
| <ol style="list-style-type: none"> 1. Issue Opening Date 2. Issue Closing Date | <ol style="list-style-type: none"> 1. September 15, 2025 2. September 15, 2025 |

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| 3. Date of earliest closing of the issue, if any 4. Pay-in Date 5. Deemed Date of Allotment | 3. September 15, 2025 4. September 16, 2025 5. September 16, 2025 |
| Settlement mode of the Instrument | Dematerialised form |
| Depository | NSDL and CDSL |
| Disclosure of Interest/ Dividend / redemption dates | Please refer to ANNEXURE X: ILLUSTRATION OF BOND CASH FLOWS of this Key Information Document. |
| Record Date | Means, date occurring 15 (fifteen) calendar days prior to any Due Date. |
| 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 'Optional Early Redemption' and 'Mandatory Accelerated Early Redemption' set out below in this Section 8. Covenants of the Issue: Affirmative Covenants: Please refer to Section 10.1 (<i>Affirmative Covenants</i>) of this Key Information Document; Negative Covenants: Please refer to Section 10.2 (<i>Negative Covenants</i>) of this Key Information Document; Financial Covenants: Please refer to Section 10.3 (<i>Financial Covenants</i>) of this Key Information Document; Reporting Covenants: Please refer to Section 10.4 (<i>Reporting Covenants</i>) of this Key Information Document; |
| Description regarding Security (where applicable) including type of security (movable/immovable/tangible etc.), type of charge (pledge/ hypothecation/ mortgage etc.), date of creation of security/ likely date of creation of security, minimum security cover, revaluation, Replacement of security, interest to the debenture holder over and above the coupon rate as specified in the Debenture Trust Deed and disclosed in the Offer Document/ Key Information Document | The Debentures shall be secured by way of a first ranking, exclusive and continuing charge on identified receivables (“ Hypothecated Assets ”) created pursuant to the Hypothecation Agreement. The Issuer undertakes: <ul style="list-style-type: none"> • The total charge over the Hypothecated Assets shall constitute 1.10x (one decimal one zero times) or 110% (one hundred and ten percent) of the aggregate amount of principal, Coupon/ dues outstanding and payable to the Debenture Holders to be created as per terms of the Transaction Documents. The above-mentioned 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 create, register and perfect the security over the Hypothecated Assets by filing CHG-9 within the time period applicable as contemplated above no later than 30 (Thirty) calendar days after the Deemed Date of Allotment and create a charge by executing a duly stamped Hypothecation Agreement prior to the Deemed Date of Allotment; The Company shall also provide such information sought by the Debenture Trustee for the purpose of filing the prescribed forms and particulars with the Central Registry and Information Utility in connection with the Debentures and the Security Interest over the Hypothecated Assets. • to pay a penal interest of 2.0% (Two Percent) p.a. over the Coupon Rate in case there is any delay in the creation, registration and perfection of the security over the Hypothecated Assets beyond 30 (thirty) calendar days from the date of execution of the Hypothecation Agreement; |

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| | <ul style="list-style-type: none"> • to provide on a quarterly basis, of specific loan receivables/ book debts to the Debenture Trustee over which the charge is created and subsisting by way of hypothecation in favour of the Debenture Trustee (for the benefit of the Debenture Holders) (“Quarterly Hypothecated Asset Report”) • to add fresh loan assets to the Security Cover to ensure that the value of the Hypothecated Assets is equal to 1.10x (One decimal one zero times) or 110% (One hundred and ten percent) the aggregate amount of the aggregate amount of principal, Coupon/ dues outstanding and payable to the Debenture Holders. • to replace Hypothecated Assets that have been overdue for more than 90 (Ninety) calendar days with current receivables (i.e., 0 DPD). • The Hypothecated Assets which do not meet the eligibility criteria shall be replaced within 30 days. |
| Transaction Documents | <p>Including but not limited to the following documents:</p> <ol style="list-style-type: none"> 1. Debenture Trust Deed 2. General Information Dated October 13, 2024 bearing reference no. 2/2024-25/Key Information Document/PAS-4 3. Debenture Trustee Appointment Agreement; 4. Resolutions 5. Deed of Hypothecation; 6. Special Power of Attorney; 7. Such other documents required by the Debenture Trustee. |
| Conditions Precedent to Disbursement | <p>(a) A certified true copy of the constitutional documents of the Company (being its Memorandum and Articles of Association and Certificate of Incorporation) shall have been submitted to the Debenture Trustee;</p> <p>(b) 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 Act, the Companies (Prospectus and Allotment of Securities) Rules, 2014, the Companies (Share Capital and Debentures) Rules, 2014 and other rules prescribed;</p> <p>(c) Execution of the Transaction Documents in a form and manner satisfactory to the Debenture Trustee shall have taken place;</p> <p>(d) The Company shall have provided to the Debenture Trustee a certificate from a director/ company secretary of the Company certifying that:</p> <ol style="list-style-type: none"> (i) the persons authorised to sign the Transaction Documents and any document to be delivered under or in connection therewith, on behalf of the Issuer, together with the names, titles and specimen signatures of such authorised signatories; (ii) the Company and its Directors have the necessary powers under the Memorandum and Articles of Association of the |

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| | <p>Company to borrow moneys pursuant to the issuance of the Debentures;</p> <p>(iii) 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> <p>(iv) no consents and approvals are required by the Issuer 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>(v) no Material Adverse Effect has occurred in the Company, and/ or the business of the Company;</p> <p>(vi) absence of any Event of Default, any force majeure event and any Material Adverse Effect;</p> <p>(vii) 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;</p> <p>(viii) no investor or shareholder consent/ approval, pursuant to the articles of association of the Issuer or any shareholders' agreements or other documents/ instruments entered into by the Issuer and its shareholders and investors, is required for the Issuer to enter into or perform its obligations under the Transaction Documents; and</p> <p>(ix) the Company shall maintain a security cover of 110.0% of the outstanding principal amount and accrued interest throughout the Tenor the Debentures.</p> <p>(e) 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>(f) a copy of the rating letter and/ or the rating rationale issued by the Rating Agency in relation to the Debentures;</p> <p>(g) a copy of the consent from the Registrar to act as the Registrar and Transfer Agent for the issue of Debentures;</p> <p>(h) The Company shall have received consent from the Debenture Trustee to act as the Debenture Trustee for the issue of Debentures;</p> <p>(i) Due execution of the Depository Agreements by, inter-alia, the Depository and the Company;</p> <p>(j) Due execution of the Tripartite Agreement by, inter-alia, the Registrar and Transfer Agent, Depository and the Company;</p> <p>(k) The Company shall have submitted to the Debenture Trustee, all required documents for the purpose of satisfying its respective KYC requirements;</p> |
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| | <p>(l) 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>(m) The Company shall have submitted to the Debenture Trustee, its audited account statements for the most recent financial year.</p> <p>(n) The Company shall have submitted to the Debenture Trustee, evidence that the fees, costs and expenses due from the Issuer pursuant to the Transaction Documents prior to execution have been paid to the satisfaction of the Debenture Trustee; and</p> <p>(o) such other information, documents, certification by Issuer's authorized representatives, opinions and instruments as the Debenture Holders may reasonably request.</p> |
| <p>Conditions Subsequent to Disbursement</p> | <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 Issuer shall ensure that the Debentures are credited into the demat account(s) of the Debenture Holders within 2 (Two) Business Days from the 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 3 along with requisite fee within the timelines prescribed by the Act and Rules thereunder;</p> <p>v. The Issuer shall have submitted a copy of filed Form CHG-9 (as per the Act) with the relevant Registrar of Companies by the Issuer 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</p> |

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| | <p>enforcement of such Security within the timeline stipulated under applicable Law;</p> <p>vii. Copy of Form PAS-5 being maintained by the Issuer in accordance with the Act, where the Issuer has recorded the names of the subscribers to the relevant Debentures within 7 (Seven) Business Days of the Deemed Date of Allotment of Debentures;</p> <p>viii. The Issuer shall provide an end-use certificate from a statutory auditor certifying that funds have been utilized in accordance with Transaction Documents (along with the description of such utilization), within 60 (Sixty) days of the Deemed Date of Allotment;</p> <p>ix. As applicable to the Issuer 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; and</p> <p>x. The Issuer shall ensure compliance of 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 Act and any other guidelines/ circulars issued by the SEBI and/ or RBI).</p> |
| <p>Events of Default (including manner of voting /conditions of joining Inter Creditor Agreement)</p> | <p>Please refer to Section 10.6 (<i>Events of Default</i>) of this Key Information Document;</p> |
| <p>Creation of recovery expense fund</p> | <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 Trustee, in accordance with and within the timelines prescribed in the Master Circular for Debenture Trustee.</p> <p>The Company shall create a Recovery Expense Fund which shall be equal to 0.01% (Zero decimal Zero One percent) of the Issue Size subject to maximum of INR 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 procedure involving creation and maintenance of the recovery expense fund shall be supervised and monitored by the Debenture Trustee. The recovery expense fund may be utilized by Debenture Trustee, in the Event of Default by the Company, for taking appropriate legal action to enforce the Security/ legal proceedings in relation to the Debentures.</p> |

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| | <p>The Debenture Trustee shall follow the procedure set out in the SEBI Recovery Expense Fund Circular for utilisation of the recovery expense fund and be obligated to keep proper account of all expenses, costs including but not limited to legal expenses, hosting of meetings etc., incurred out of the recovery expense fund towards enforcement of Security.</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 Trustee for utilisation of the Recovery Expense Fund.</p> |
| Conditions for breach of covenants (as specified in Debenture Trust Deed) | Refer to Section 10 (<i>Key Terms of the Issue</i>) of this Disclosure Document |
| Provisions related to Cross Default Clause | Please refer to Section 10.6 (<i>Role and Responsibilities of Debenture Trustee</i>) of this Key Information Document; |
| Role and Responsibilities of Debenture Trustee | Refer to Section 10.5 (<i>Key Terms of the Issue</i>) of this Disclosure Document |
| Risk factors pertaining to the issue | Refer to Section 4 (<i>Risk Factors</i>) of the Key Information Document |
| Governing Law and Jurisdiction | The Transaction Documents shall be governed by and will be construed in accordance with the Indian laws and any disputes arising there from shall be subject to the jurisdiction of appropriate courts and tribunals at Chennai. |
| Delay in Listing | In case of delay in listing of securities issued on privately placement basis beyond the timelines specified above, the issuer shall pay penal interest of 1% p.a. over the coupon/ dividend rate for the period of delay to the investor (i.e. from the date of allotment to the date of listing). |
| Optional Early Redemption | As per applicable Law, the Issuer will not have the option to prepay the debentures within 12 (twelve) months from the Deemed Date of Allotment (“ Lock-in Period ”). However, pursuant to the expiry of the Lock-in Period, the Issuer may, on any date other than the Final Redemption Date, exercise the early redemption of the Debentures by providing 15 (fifteen) days prior notice to the Debenture Trustee and upon receipt of consent of Majority Debenture Holders. |
| Mandatory / Accelerated Early Redemption Event | means when the rating of Debentures is downgraded by two notches or more; |
| Mandatory / Accelerated Early Redemption | On occurrence of Mandatory / Accelerated Early Redemption Event, Debenture Trustee immediately upon receiving instructions from the Debenture Holders, shall provide a notice to the Issuer for making early redemption of the Debentures (“ Mandatory / Accelerated Early Redemption Notice ”). Issuer shall make payment of all the amounts outstanding under the Debentures in full together with accrued interest, and all other amounts accrued thereto without any premature redemption penalty within 15 (Fifteen) calendar days of the Mandatory / Accelerated Early Redemption Notice. Issuer must comply with such other conditions as may be prescribed by the Debenture Trustee/ Debenture Holder. Issuer shall comply with such conditions as maybe required under regulatory framework from time to time. |
| Eligibility Criteria | <ol style="list-style-type: none"> i. The hypothecated Loans must have been originated while complying with all the extant ‘know your customer’ norms specified by the RBI; ii. The Loans constituting the Hypothecated Assets shall be unencumbered and no security interest of any kind shall exist over them except in accordance with the Transaction Documents; |

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| | <ul style="list-style-type: none"> iii. All applicable "know your customer" requirements prescribed by the RBI have been complied with; iv. The receivables are existing at the time of selection and have not been terminated or pre- paid or not under any moratorium; v. Each Loan shall be "standard" and receivables with overdue for more than 90 days will be replaced with current receivables; vi. all Loans hypothecated under the Hypothecation Agreement comply with RBI norms and guidelines; vii. Loans originated from the issue proceeds should be originated by the Issuer and not loans purchased from a third party; viii. No Loan forming part of Security Cover should be restructured or rescheduled; and ix. No Loan shall be belonging to Off-Balance Sheet Portfolio. |
| Cure Period | <p>Cure Period for Affirmative Covenants means 30 (Thirty) days from the date of such breach.</p> <p>Cure Period for Financial Covenants means 30 (Thirty) days from the date of such breach.</p> <p>Cure Period for Reporting Covenants means 30 (Thirty) days from the date of such breach.</p> |
| Buyback | <p>Issuer can buy back Debentures with the approval of the Majority Debenture Holders subject to applicable Law and as per the Transaction documents.</p> |

Notes:

- a. *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.*
- b. *The list of documents which have been executed in connection with the issue and subscription of debt securities shall be annexed.*
- c. *The issuer shall provide granular disclosures in their issue 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 general corporate purposes of the Company or for utilization in ordinary course of business, provided however that 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.

- d. *While the debt securities are secured to the tune of 110% of the principal and interest amount or as per the terms of offer document/ General Information Document Dated October 13, 2024 bearing reference no. 2/2024-25/ this Key Information Document, in favour of Debenture Trustee, it is the duty of the Debenture Trustee to monitor that the security is maintained.*
- e. *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.*
- f. *Before making the application for listing of debt securities, the Issuer shall create charge as specified in the Debenture Trust Deed / 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*

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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.

- g. 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.*

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SECTION 9 DISCLOSURE 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 willful defaulter:
Not applicable
- b) The year in which the entity is declared as a willful defaulter:
Not applicable
- c) Outstanding amount when the entity is declared as a willful defaulter:
Not applicable
- d) Name of the entity declared as a willful defaulter:
Not applicable
- e) Steps taken, if any, for the removal from the list of willful defaulters:
Not applicable
- f) Other disclosures, as deemed fit by the issuer to enable Investors to take informed decisions:
Not applicable
- g) Any other disclosure as specified by the Board:
Not applicable

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SECTION 10 KEY TERMS OF THE ISSUE

10.1 AFFIRMATIVE COVENANTS

(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**

Issuer 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 by September 30, 2023 as specified 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 filed or initiated against the Company which will have a Material Adverse Effect;

(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

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- (i) diligently preserve and maintain its corporate existence and status and all rights, contracts privileges, franchises and concessions now held or hereafter acquired by it in the conduct of its business and comply with each and every term of the said franchises and concessions and all acts, authorizations, consents, permissions, rules, regulations, orders and directions of any legislative, executive, administrative or judicial body applicable to its Assets or any part thereof PROVIDED THAT the Company may contest in good faith the validity of any such acts, rules, regulations, orders and directions and pending the determination of such contest may postpone compliance therewith if the rights enforceable under the Debentures are not thereby materially endangered or impaired. The Company will not do or voluntarily suffer or permit to be done any act or thing whereby its right to transact its business might or could be terminated or whereby payment of the principal of or interest on the Debentures might or would be hindered or delayed;
 - (ii) conduct its business with due diligence and efficiency and in accordance with sound technical, managerial and financial standards and business practices with qualified and experienced management and personnel; and
 - (iii) promptly obtain all consents and authorisations 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 at the time and place of execution 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, each as listed in Section 10.6 (*Events of Default*) of this Key Information Document;
 - (ii) review of the ratings obtained by the Company by the credit rating agencies and any revision in the rating as per the Listing Regulations;

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- (iii) details of any material litigation, arbitration or administrative proceedings, etc. including those that are required to be disclosed to the Debenture Trustee which could have Material Adverse Effect;
- (iv) any and all information required to be provided to the stock exchange under the Listing Regulations; and
- (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; and
- (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) 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 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 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;

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- (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; and
- (F) 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 Hypothecated 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 charge created on the security shall be free from any encumbrances, and the Company shall provide an undertaking to the Debenture Trustee as per terms of issue before filing the application for listing of the Debentures. 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 Quarterly 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;
- (iv) shall, on the First Security Cover Determination Date and every Quarterly 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 until the Final Redemption Date until all Payment Obligations are fulfilled to the satisfaction of the Debenture Trustee as described in the Hypothecation Agreement and other Transaction Documents;

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- (vi) the Hypothecated Assets shall satisfy the eligibility criteria set out in “*Eligibility Criteria*” of Section 8; and
 - (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.
 - (viii) the Debenture Holders shall have a beneficial interest in the Hypothecated Assets of the Company which have been charged to the Debenture Trustee to the extent of the 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 Clause 2.5 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**
- 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;

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(t) 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;
- (iii) the Company shall at all times comply with the Digital Lending Guidelines dated September 2, 2022 issued by the RBI; and
- (iv) the Company shall at all times comply with the NBFC Master Directions.

(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;
- (v) the Company shall promptly inform the Debenture Trustee of any change in its name, any change in the composition of its board of directors, except independent directors; and
- (vi) 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 "*Conditions Subsequent*" of Section 8 (Summary of Terms);

(y) Financial Covenants

Company shall comply with the financial covenants stipulated in Section 10.3 (*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;

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(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.

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10.2 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/waiver in respect of any of the negative covenants set out under this Section 10.2, on consent of the Majority Debenture Holders provide their consent, within a period of 7 (seven) calendar days from the date of receipt of such request/notification from the Debenture Trustee. Where the aforementioned approval or rejection has not been provided within the aforementioned time period of 7 (seven) calendar days from the date of receipt of such request/notification from the Debenture Trustee, consent for such action shall be deemed approved and the Company may proceed with the action for which the consent/waiver has been requested. However, on an Event of Default, breach of terms of Transaction Documents/Covenants, deemed consent as stated above shall not be applicable and the consent of the Debenture Holders/ Debenture Trustee shall be obtained as per the applicable SEBI Listed Debentures Circulars and Regulations and any amendments from time to time and in terms of process set out Section 6 (Provisions of the 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 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 material alteration to its Constitutional Documents where such amendment in the opinion of the Debenture Trustee would result in a Material Adverse Effect, except in the following events (wherein the prior written permission of the Debenture Trustee will not be required):

- i. any increase in authorised share capital of the Issuer and/or any reclassification of the share capital of the Issuer; and
- ii. any change as a result of (i) any amendment in the shareholders' agreement entered with any shareholder/investor, (ii) the change in name or change of registered office address of the Issuer, (iii) primary equity infusion into the Issuer or (iv) introduction of any new products in the ordinary course of business.

(c) **Change in shareholding**

- (i) The Company will not purchase or redeem any of its issued shares or reduce its share capital without the Debenture Trustees' prior written consent;
- (ii) Mr. Madhusudan Ekambaram and Mr. Krishnaswamy Karthikeyan (collectively "**Key Shareholders**") shall not sell, transfer or encumber the shares (cumulatively below 8% on a fully diluted basis) of the Issuer held by them respectively without the prior written consent of the Debenture Trustee. The shareholding of Key Shareholders shall not go below 8% on a fully diluted basis;
- (iii) Mr. Madhusudan Ekambaram, Mr. Krishnaswamy Karthikeyan and Mr. Vivek Veda shall not exit from the board during the Tenor of the Debentures without prior written consent from the Debenture Trustee;

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- (iv) Key Shareholders shall not grant in favour of any other Person, (a) any direct interest in or any option in relation to their shareholding in the Issuer; or (b) the right to exercise any call / put option in relation to their shareholding in the Issuer;
- (v) Key Shareholders shall not pledge, charge or create any security interest and/or lien or encumbrance of any nature directly over their shareholding in the Issuer in favour of any other person, without the prior written consent of the Debenture Trustee.

(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 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 10.3 (*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.

Undertake or permit any mergers and Acquisitions other than the proposed scheme of arrangement filed with Finnovation Tech Solutions Private Limited, restructuring, amalgamation without approval of Majority Debenture Holders over and above 10% of the Net worth of the Issuer in a financial year.

Save and except as stated above, the Issuer shall not, without the prior approval of Debenture Holders, 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; provided however that this restriction shall not apply in the event that the compliance with this restriction would result in the Issuer defaulting in relation to any of its Payment Obligations in relation to the Debentures.

(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 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

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- ii. transfer any Hypothecated 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**

The Company shall not directly or indirectly lend to any of its Founders, or any Related Parties other than in the ordinary course of business and at arm's length basis.

(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 or or continue business relations with its shareholders, employees, holding company(ies), and/ or subsidiary(ies) except on proper commercial terms negotiated on an arm's length basis or other than in ordinary course of business;
- (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 in entirety.

(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) **Buy-back**

Issuer shall not, without the prior written consent of the Debenture Trustee, redeem, purchase, buyback, defease, retire, return or repay any of its equity share capital or resolve to do so.

(n) **Material compromise or Settlement**

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

(o) **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.

(p) **Related Party Transactions**

The Issuer shall not without the prior written intimation to the Debenture Trustee (i) enter into any related party transaction(s) whereby the overall outstanding amount owed to the Issuer under all such related party

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transactions exceeds 15.00% (Fifteen Point Zero Zero percent) of its net worth, or (ii) provide any guarantee for any indebtedness of a related party. 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). This clause shall however not be applicable to transactions with Finnovation Tech Solutions Private Limited which are in the ordinary course of business or non-convertible debentures subscribed to by related parties.

(q) 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.

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10.3 FINANCIAL COVENANTS

The Company shall comply with each of the following financial covenants at all times until the redemption of all outstanding Debentures:

- (a) Minimum capital ratio of Tier I Capital and Tier II Capital to aggregate risk weighted assets on-balance sheet and of risk adjusted value of off-balance sheet items shall not be less than 20.00% (Twenty Point Zero Zero percent) or as per the regulatory minimum prescribed by the Reserve Bank of India under the NBFC Master Directions, whichever is higher;
- (b) Cumulative Asset Liability mismatch** should always be positive in all the buckets upto 1 year;
- (c) NNPA to not exceed 4%;
- (d) Maximum permissible ratio of Total Debt to Tangible Networth shall be 3.50x (Three Point Five Zero times) on a standalone basis.

** - Not more than 50% of the CC / OD / Working capital borrowings that are captured in the less than 1 year bucket will be assumed to be renewed for the purpose of this cumulative ALM mismatch covenant.

For the purpose of aforementioned Financial Covenants, following terms shall have the following meanings:

Tangible Networth 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.

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 September 30, 2025, on consolidated and standalone balance sheet till the redemption of the Debentures. Without prejudice to its other rights under the Transaction Documents, Debenture Holders reserves the right to levy a penalty of a sum equivalent to 1% (One percent) of the amount outstanding on the Issuer in the event of breach of any of the Financial Covenants, if such breach is not cured within 30 (thirty) days. Such penalty amount shall be paid within 30 (thirty) calendar days from the date of such breach.

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10.4 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) **Quarterly Reports**

(i) As soon as available and in any event within 50 (Fifty) 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:

- (A) Unaudited Financial Statements with notes to accounts;
- (B) the shareholding structure and composition of the board of directors in the Company;
- (C) a compliance certificate confirming compliance with the financial covenants set forth in Section 10.4 (*Reporting 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;
- (D) 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, borrowing profile sheet, CRAR;
 - (c) Latest ALM details;
 - (d) List of Lenders and Loan/ NCD profile;
 - (e) Portfolio cuts including number of loans & PAR data in the agreed format;
 - (f) such other information, as may be required by the Debenture Trustee; and
 - (g) Any other financial / operational data as may reasonably be required by the Debenture Holder/s.

(ii) On each Quarterly Reporting Date provide a list of Hypothecated Assets and ensure that Security Cover is maintained and be tested on a Quarterly basis for each quarter.

(b) **Annual Reports**

As soon as available and in any event within 180 (One Hundred and Eighty) calendar days from the end of each financial year,

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- i. Provide audited financial statements.
- ii. Contingent liabilities, if any.

(c) **Event Based Reports**

- (i) 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 30 (thirty) Business Days from the occurrence of such event:
 - (A) any change in the shareholding structure of the Company,;
 - (B) any change in the board composition of the Company as a result of fresh equity infusion;
 - (C) Any dispute, litigation, investigation or other proceeding which has a Material Adverse Effect and also affects the actual repayment capability of the Issuer.
 - (D) the Company obtains actual knowledge thereof, notice of the occurrence of any 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) Any fraud amounting to more than 2% of Gross Loan Portfolio;
 - (F) the Company alters its Constitutional Documents except for those where consent is not required under the Transaction Documents;
 - (G) the Company obtains or has actual knowledge thereof, notice of the occurrence of any event or circumstance that result in a Material Adverse Effect;
 - (H) Any change in the Articles except for those consent is not required as set out in the Transaction Documents; provided that such amendment(s) are not prejudicial to the interest of the Debenture Holder of this Issue;
 - (I) 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; and
 - (J) Application of insolvency petition under bankruptcy code/ NCLT by the Issuer.

(d) **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.

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10.5 RESPONSIBILITIES OF THE TRUSTEE

In addition to the other powers conferred on the Debenture Trustee and provisions for their protection and not by way of limitation or derogation of anything contained in this Key Information Document or of any statute limiting the liability of the Debenture Trustee, IT IS EXPRESSLY DECLARED as follows:

- (a) 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;
- (b) 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;
- (c) 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 Majority Resolution;
- (d) subject to the approval of the Debenture Holders by way of 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;
- (e) 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;
- (f) the Debenture Trustee shall not be responsible for the monies paid by Applicants for the Debentures;
- (g) 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 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;
- (h) 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;
- (i) subject to the approval of the Debenture Holders by way of 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,

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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 Majority Debenture Holder(s) or by a 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;

- (j) 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;
- (k) 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;
- (l) The Debenture Trustee shall take all reasonable steps to realise the monies due to the Trust; and
- (m) The Debenture Trustee shall have the right to rely on notices, communications, advertisement, website information of Issuer and any other related party with respect to issue etc.

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.

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10.6 EVENTS OF DEFAULT

The Debenture Trustee/Debenture Holders shall declare an Event of Default as stated in this Section 10.6 on expiry of the cure period as stated in the Transaction Documents. Other than Cure Period for Financial Covenants, Cure Period for Affirmative Covenants and Cure Period for Reporting Covenants, the Company shall be provided a cure period of 14 (fourteen) days to remedy any breach/default as stated in this Section 10.6. It is hereby clarified that no cure period shall be provided for Payment Default (other than for administrative and technical error as stated below) (Sub clause (a)). The Company shall be required to mandatorily redeem Debenture and pay all Outstanding Amounts to the Debenture Holders within a period of 14 (fourteen) days from the date of the expiry of cure period as stated in the Transaction Document and Event of Default is declared.

(a) Payment Defaults

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 at 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.

(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 financial creditors in respect of any such debts or a moratorium is agreed or declared in respect of or affecting all the Financial Indebtedness 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 Debenture Trustee.

(d) Security in Jeopardy

- (i) In the opinion of the Debenture Trustee the Hypothecated Assets is in jeopardy due to breach of security covenant as set out in the Transaction Document and the Hypothecated Assets are not replaced with new assets within 30 (thirty) calendar days;
- (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 within the agreed timelines as per the Hypothecation Agreement;
- (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 be required for the replacement of assets comprising the Hypothecated Assets with other similar assets;
or

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- (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.

(e) Misrepresentation

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

(f) Material Adverse Change

There shall have occurred a Material Adverse Effect which affects actual repayment capability of the Issuer.

(g) 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 Financial Indebtedness, winding-up, dissolution, administration or re-organisation (by way of voluntary arrangement, scheme of arrangement or otherwise) of the Company;
 - (B) a composition, compromise, assignment or arrangement with any financial creditor of the Company;
 - (C) the appointment of a liquidator, receiver, administrative receiver, administrator, compulsory manager or other similar officer in respect of the Company ;
 - (D) the Company, in respect of any reference or enquiry or proceedings commenced, before the National Companies Law Tribunal or under any mechanism or prescription of the RBI in respect of resolution/restructuring of stressed assets (including without limitation, under the 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 Issuer;
 - (F) Any operational creditors' proceedings initiated against the Issuer with claim amount of Rupees Ten Crores or above;
 - (G) 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 30 (Thirty) days;
 - (H) enforcement of any security over any Assets of the Company; or

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 (J) 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 and operations, except for the purpose of and followed by a reconstruction, amalgamation, re-organization, merger or consolidation on terms approved by Majority Resolution of Debenture Holders.

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(h) Cross Default

The Company (a) triggers an event of default on any other Financial Indebtedness; (b) payment acceleration in any other Financial Indebtedness whether as a result of an event of default or breach of any covenants, by whatever name called, under relevant financing documents.

(i) Creditors' Process

(i) Any 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 having an impact of more 20% of the Total Assets as on the date of signing the Transaction Documents.

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.

(ii) The Company has voluntarily or involuntarily becomes 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.

(iii) The Company is adjudged insolvent or takes advantage of any Law for the relief of insolvent debtors.

(iv) Any expropriation, attachment, restraint, sequestration, distress or execution affects any Receivables constituting Hypothecated Assets or part thereof provided such Hypothecated Assets are not replaced with new assets within 30 (Thirty) calendar days.

(j) 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,

(k) Delisting

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.

(l) Unlawfulness

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

(m) **Repudiation**

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

(n) **Cessation**

The Company ceases its complete business it is currently engaged in which has the actual effect in repayment obligations of the Company.

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

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

(p) **Merger**

The Company has taken or suffered to be taken any action for re-organisation of its capital or any rearrangement, merger or amalgamation without the prior written consent of the Majority Debenture Holders other than as permitted under this Deed. 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.

(aa) **Wilful default**

Any Founders or Key Managerial Personnel or Directors of the Company being declared wilful defaulter.

(bb) **Breach of Covenants**

- (i) Any breach of financial covenants stipulated in Section 10.3 (*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 10.4 (*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 10.2 (*Negative Covenants*) of this Key Information Document,
- (iv) Any breach of affirmative covenants mentioned in Section 10.1 (*Affirmative Covenants*) of this Key Information Document and the same is not cured within the Cure Period for Affirmative Covenants.
- (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) Breach or violation of any covenant as maybe contained in any other agreement/s (including loan/facility agreement) executed between the Issuer and Debenture Trustee.
- (vii) Any other event which is mentioned/ considered as an 'Event of Default' under any other Transaction Documents.

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10.7 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 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:
 - (A) every Debenture Holder;
 - (B) 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
 - (C) 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.

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- (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 quorum of the meeting of the Debenture Holders shall as prescribed under Section 103 of the Companies Act, 2013.
 - (ii) The 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.
 - (iii) 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**
- (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.

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(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 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.
- (iv) The instrument appointing a proxy shall:
 - (A) be in writing; and
 - (B) 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 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 has.
- (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.

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(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) Demand of a poll

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*):

- (iii) 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.
- (iv) Power to sanction any compromise or arrangement proposed to be made between the Company and the Debenture Holders.
- (v) 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.
- (vi) Power to assent to any scheme for reconstruction or amalgamation of or by the Company whether by sale or transfer of Hypothecated Assets under any power in the Company's Constitutional Documents or otherwise under the Act or provisions of any Law.
- (vii) 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.
- (viii) Power to remove the existing Debenture Trustee and to appoint new trustee.
- (ix) Power to give any direction, sanction, request or approval which under any provision of the Deed is required to be given by a Majority Resolution or Special Resolution or a unanimous resolution.

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(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.
- (iii) and each of the Debenture Holders shall be bound to give effect thereto accordingly.
- (iv) 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

- (i) 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 7 (seven) Business Days prior to the date on which any decision is required to be made or consent is required to be provided.
- (ii) The record date of such notice shall be the date falling 3 (three) Business Days prior to the date of dispatch of such notice.
- (iii) If the notice specifies any notice period, then any consents received after such notice period will not be accepted.
- (iv) 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.
- (v) The Debenture Holders can submit their consent only in written form to the Debenture Trustee.

(dd) Minutes

- (i) 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.
- (ii) 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.***

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

SECTION 11 DECLARATION

The Issuer undertakes and confirms that this Key Information Document does not omit disclosure of any material fact which may make the statements made therein, in light of the circumstances under which they are made, misleading. The Key Information Document also does not contain any false or misleading statement.

The Issuer accepts no responsibility for the statement made otherwise than in the Key Information Document or in any other material issued by or at the instance of the issuer and that any one placing reliance on any other source of information would be doing so at his own risk.

Without prejudice to the above, the persons authorised by the Company, confirms and attests that:

- a. The Issuer undertakes that this Key Information Document contain full disclosures in accordance with NCS Listing Regulations, as amended, and Securities and Exchange Board of India (Listing Obligation and Disclosure Requirements) Regulations, 2015, as amended and Companies (Prospectus and Allotment of Securities) Rules, 2014, Securities Contracts (Regulation) Act, 1956 and the Securities and Exchange Board of India Act, 1992.
- b. the compliance with the Act 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 the Offer document;
- d. 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; and
- e. whatever is stated in this form and in the attachments thereto is true, correct and complete and no information material to the subject matter of this form has been suppressed or concealed and is as per the original records maintained by the promoters subscribing to the Memorandum of Association and Articles of Association.

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

We, Mr. Vivek Veda and Pallavi Lingaraju, are authorized by the Finance Committee vide Resolution No. 09 dated July 30, 2025 to sign this Key Information Document and declare that all the requirements of the Companies Act, 2013 and the rules made there under in respect of the subject matter of this Key Information Document and matters incidental thereto have been complied with. 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 and Articles of Association.

The Issuer declares that nothing in the issue 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.

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

For Krazybee Services Limited (Formerly known as Krazybee Services Private Limited)

Name: Vivek Veda
Title: Chief Financial Officer and Director
Date: September 11, 2025
Place: Bengaluru

Name: Pallavi Lingaraju
Company Secretary & Compliance Officer

Key Information Memorandum
Srl No: 06/2025-26
Date: September 11, 2025

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ANNEXURE I: LAST AUDITED FINANCIAL STATEMENTS

(Financial Statement along with Auditors Report attached separately)

Key Information Memorandum
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**ANNEXURE II: CREDIT RATING LETTER, RATING RATIONAL AND PRESS RELEASE FROM
RATING AGENCY**

(Attached Separately)

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

ANNEXURE III: CONSENT LETTER FROM THE DEBENTURE TRUSTEE

CIN: U65993WB2010PTC152401



CL/MUM/25-26/DEB/137

Date: September 09th 2025


To,
Krazybee Services Limited
3rd Floor, No. 128/9, Maruthi Sapphire
HAL Airport Road, Murgesh Palya, Bangalore-560017

Kind Attn: Manu Agarwal.

Dear Sir,

Consent to act as Debenture Trustee for Issue of senior, secured, listed, rated, taxable, transferable, redeemable, non-convertible debentures (NCDs) aggregating to Rs. 275 Crores (Rupees Two Hundred Seventy Five Crores Only) (the "Issue") to be issued by Krazybee Services Limited.

We, the undersigned, hereby consent to be named as the Debenture Trustee to the Issue and to our name being inserted as the Debenture Trustee to the Issue in the Information Memorandum/disclosure document/listing application or any other document to be filed with the BSE/NSE Limited ("Stock Exchange") or any other authority as required. The following details with respect to us may be disclosed:

| | |
|----------------------|--|
| Name | Vardhman Trusteeship Private Limited |
| Address | The Capital, A Wing, 412A, Bandra Kurla Complex, Bandra (East), Mumbai-400051 |
| Tel | 22 4264 8335/ 22 4014 0832 |
| Email | corporate@vardhmantrustee.com |
| Website | https://vardhmantrustee.com |
| Contact Person | Rushabh Desai |
| SEBI Registration No | IND000000611 |
| CIN | U65993WB2010PTC152401 |
| Logo |  |



We confirm that we are registered with the SEBI and that such registration is valid as on the date of this letter. We enclose a copy of our registration certificate enclosed herein as Annexure A and declaration regarding our registration with SEBI as Annexure B. We also confirm that we have not been prohibited by SEBI to act as an intermediary in capital market issues.

Yours faithfully,


For Vardhman Trusteeship Private Limited

Authorised Signatory

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| | | |
|--|--------------------|-------------------|
| डिबेंचर न्यासी | प्ररूप ख FORM-B | DEBENTURE TRUSTEE |
| भारतीय प्रतिभूति और विनियम बोर्ड SECURITIES AND EXCHANGE BOARD OF INDIA (डिबेंचर न्यासी) विनियम, 1993 (DEBENTURE TRUSTEE) REGULATIONS, 1993 000 274 (विनियम 8) (Regulation 8) रजिस्ट्रीकरण प्रमाणपत्र CERTIFICATE OF REGISTRATION | | |
| <p>1) बोर्ड, भारतीय प्रतिभूति और विनियम बोर्ड अधिनियम, 1992 के अधीन डिबेंचर न्यासी के लिए बनाए गए नियमों और विनियमों के साथ पठित उस अधिनियम की धारा-12 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, 1) In exercise of the powers conferred by sub-section (1) of section 12 of the Securities and Exchange Board of India Act, 1992, read with the rules and regulations made thereunder for the debenture trustee the Board hereby grants a certificate of registration to</p> | | |
| <p>VARDHMAN TRUSTEESHIP PRIVATE LIMITED Unit No. 15, Turner Morrison Building 6 Lyons Range KOLKATA 700001 WEST BENGAL INDIA</p> | | |
| <p>को नियमों में, शर्तों के अधीन रहते हुए और विनियमों के अनुसार डिबेंचर न्यासी के रूप में रजिस्ट्रीकरण का प्रमाणपत्र इसके द्वारा प्रदान करता है। as a debenture trustee subject to the conditions in the rules and in accordance with the regulations.</p> | | |
| 2) डिबेंचर न्यासी के लिए रजिस्ट्रीकरण कोड | | है। |
| 2) Registration Code for the debenture trustee is | IND000000611 | |
| 3) जब तक नवीकृत न किया जाए, रजिस्ट्रीकरण का प्रमाणपत्र | से | तक विधिमान्य है। |
| 3) Unless renewed, the certificate of registration is valid from | to | |
| <p>This certificate of Registration shall be valid from 15/12/2020 to null, unless Suspended or cancelled by the Board</p> | | |
| <p>आदेश से भारतीय प्रतिभूति और विनियम बोर्ड के लिए और उसकी ओर से By order For and on behalf of Securities and Exchange Board of India</p> | | |
|   ARADHANA VERMA प्राधिकृत हस्ताक्षरकर्ता Authorised Signatory | | |
| स्थान Place : | Mumbai | |
| तारीख Date : | May 20, 2021 | |

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| | | |
|---|---|---|
| CIN: U65993WB2010PTC152401 | |  VARDHMAN TRUSTEESHIP PVT LTD Nurturing & Protecting Your Trust <small>(Formerly known as Atvir Stock Broking Pvt. Ltd.)</small> |
| Annexure B | | |
| We hereby confirm that as on date the following details in relation to our registration with the Securities and Exchange Board of India as a Debenture Trustee is true and correct: | | |
| 1 | Registration Number | IND000000611 |
| 2 | Date of registration/ Renewal of registration | 15/12/2020 |
| 3 | Date of expiry of registration | Null, unless suspended or cancelled by SEBI |
| 4 | If applied for renewal, date of application | N/A |
| 5 | Any communication from SEBI prohibiting the entity from acting as an intermediary | No |
| 6 | Any enquiry/ investigation being conducted by SEBI | No |
| 7 | Details of any penalty imposed by SEBI | Yes On July 28, 2025, vide Adjudication order NO. AK/GN/2025-26/31548 dated 28th July, 2025 a penalty of ₹2,00,000/- was imposed under Section 15-I of the SEBI Act read with Rule 5 of the Adjudication Rules. The penalty was levied on the grounds of (1) failure to independently verify the creation of the Recovery Expense Fund (REF), and (2) failure to seek the status of payment of interest and repayment of principal from the issuer. We have duly made the payment of said Penalty to SEBI on 31st July, 2025 |

Russela

Registered Office Turner Morrison Building, Unit No. 15, 6 Lyons Range, Kolkata - 700 001.
Corporate Office The Capital, 412A, Bandra Kurla Complex, Bandra(East), Mumbai - 400 051.
+91 22 4264 8335/+91 22 4014 0832
corporate@vardhmantrustee.com www.vardhmantrustee.com

Mumbai Bengaluru Kolkata New Delhi

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ANNEXURE IV: BOARD RESOLUTION



CERTIFIED TRUE COPY OF THE RESOLUTIONS PASSED BY THE BOARD OF DIRECTORS OF KRAZYBEE SERVICES LIMITED (FORMERLY KNOWN AS KRAZYBEE SERVICES PRIVATE LIMITED) HELD ON WEDNESDAY, 25TH JUNE 2025 AT 1ST FLOOR, NO. 128/9, MARUTHI SAPPHIRE, HAL AIRPORT ROAD, MURGESH PALYA, BANGALORE – 560017, THROUGH VIDEO CONFERENCE/OTHER AUDIO-VISUAL MEANS FACILITY

1. APPROVING THE OVERALL BORROWING LIMITS OF THE COMPANY UNDER SECTION 180(1)(C) OF THE COMPANIES ACT, 2013.

"RESOLVED THAT pursuant to the provisions of 180(1)(c) and other applicable provisions, if any, of the Companies Act, 2013 and the rules made thereunder, including any statutory modifications or re-enactments thereof for the time being in force (the "Act"), the Foreign Exchange Management Act, 1999, as amended, rules, regulations, guidelines, notifications, clarifications and circulars, if any, prescribed by the Government of India, all applicable regulations, directions, guidelines, circulars and notifications of the Reserve Bank of India ("RBI"), the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations 2015, as amended and the Securities and Exchange Board of India (Issue and Listing of Non-Convertible Securities) Regulations, 2021, or Master Direction – Reserve Bank of India (Non-Banking Financial Company – Scale Based Regulation) Directions, 2023 dated October 19, 2023, and in accordance with the Memorandum of Association and the Articles of Association of the Company and the listing agreements entered into with the stock exchange (the "Stock Exchange") where the securities of the Company may be listed, and subject to the approval of the Shareholders of the Company, consent of the Board of Directors be and is hereby accorded, to borrow from time to time, including through issuance of secured or unsecured, convertible and/or non-convertible debentures (including any sub-debts), bonds (including Foreign Currency Convertible Bonds or FCCBs), commercial papers, refinancing from banks, term loans, working capital demand loans, cash credit, secured or unsecured intercorporate deposits/loans, or any other form of debt or money market instruments, as may be deemed appropriate, from banks/NHB/financial institutions/ lending institutions, or other persons, on such terms and conditions as the Board may determine, with a view to augment the business of the Company, up to an amount not exceeding **INR 8500,00,00,000/- (Indian Rupees Eight Thousand Five Hundred Crores Only)**, notwithstanding that the money to be borrowed together with the monies already borrowed by the Company (apart from temporary loans obtained from the Company's bankers in the ordinary course of business), may exceed, at any time, the aggregate of the paid-up capital of the Company and its free reserves, that is to say, reserves not set apart for any specific purpose and securities premium;

RESOLVED FURTHER THAT for the purpose of giving effect to this resolution, the Board is hereby authorized to do all such acts, deeds, matters and things as it may in its absolute discretion deem necessary, proper, or desirable and to settle any question, difficulty, doubt that may arise in respect of the borrowing(s) and charge creations aforesaid and further to do all such acts, deeds and things and to execute all documents and writings as may be necessary, proper, desirable or expedient to give effect to this resolution.

RESOLVED FURTHER THAT any of the Directors or the Company Secretary of the Company be and are hereby authorized severally to take all such steps and actions for the purposes of making relevant filings and registration, if any required, including e-filing(s) to be made with the Registrar of Companies, Bengaluru and any other authority in relation to the aforesaid resolution.

RESOLVED FURTHER THAT any of the Directors or Company Secretary of the Company, be and are hereby severally authorized to issue certified true copies of the foregoing resolution, as and when required.

2. APPROVAL FOR CREATION OF CHARGES ON ASSETS OF THE COMPANY UNDER SECTION 180(1)(A) OF THE COMPANIES ACT, 2013

"RESOLVED THAT pursuant to the provisions of Section 180(1)(a) and other applicable provisions of the Companies Act, 2013 read with the rules made thereunder, and other applicable rules, regulations, directions, circulars, issued by the MCA, RBI or SEBI, as may be amended, from time to time, and Articles of Association of the Company, subject to approval of the Shareholders of the Company, consent of the Board of Directors of the Company be and is hereby accorded for creation of hypothecation / charge / security in any form or manner, in addition to the existing charges, and hypothecation already created by the Company, on the properties of the Company whether tangible, intangible or otherwise, both present and future, and/or the whole or any part of the undertaking(s) of the Company wherever situated, present and future, whether presently belonging to the Company or not, including any enhancement therein, in favour of any person including, but not limited to, banks/NHB/financial institutions/ lending institutions, or other persons for the purpose of securing the borrowings made by the Company and outstanding at any point of time, including for securing the borrowings made through issuance of secured non-convertible debentures (including any sub-debts), bonds (including Foreign Currency Convertible Bonds or FCCBs), commercial papers, refinancing from banks, availing of term loans, working capital demand loans, cash credit, secured or unsecured intercorporate

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deposits/loans, or any other form of debt or money market instruments in respect of the said loans/borrowings/debentures, and subject to the limits under section 180(1)(c), on such specific terms and conditions and covenants in respect of enforcement of securities as maybe stipulated in that behalf and agreed to between the Company and the Lender(s) / Agent(s) / Trustee(s) or any other person(s) for an amount not exceeding **INR 9500,00,00,000/- (Indian Rupees Nine Thousand Five Hundred Crores Only)** at any time.

RESOLVED FURTHER THAT for the purpose of giving effect to this resolution, any Directors or the Company Secretary or the Finance Committee be and is hereby authorized to do all such acts, deeds, matters and things as it may in its absolute discretion deem necessary, proper, or desirable and to settle any question, difficulty, doubt that may arise in respect of the borrowing(s) and charge creations aforesaid and further to do all such acts, deeds and things and to execute all documents and writings as may be necessary, proper, desirable or expedient to give effect to this resolution.”

//Certified true Copy//

For Krazybee Services Limited (Formerly Known as Krazybee Services Private Limited)

PALLAVI Digitally signed by
PALLAVI LINGARAJU
LINGARAJU Date: 2025.09.11
13:27:16 +05'30'

Pallavi Lingaraju
Company Secretary

M. No. 56733
Address: 1203 Prerana Nilaya Park Road,
23rd Cross D Group L Nagarbhavi Bangalore 560091

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Finance Committee Resolution



CERTIFIED TRUE COPY OF THE RESOLUTION PASSED AT THE FINANCE COMMITTEE MEETING OF KRAZYBEE SERVICES LIMITED (FORMERLY KNOWN AS KRAZYBEE SERVICES PRIVATE LIMITED) HELD ON WEDNESDAY, JULY 30, 2025 AT 11:30 AM AT 1ST FLOOR, NO. 128/9, MARUTHI SAPPHIRE, HAL AIRPORT ROAD, MURGESH PALYA, BANGALORE – 560017, WHERE THE REQUIRED QUORUM WAS PRESENT.

TO OFFER RATED, SENIOR, SECURED, LISTED, TRANSFERABLE, NON-CONVERTIBLE DEBENTURES ON PRIVATE PLACEMENT FOR AN AGGREGATE AMOUNT OF RS. 275,00,00,000/- (RUPEES TWO HUNDRED SEVENTY FIVE CRORE ONLY)

"RESOLVED THAT pursuant to the approval of the Board of Directors vide its resolution dated 25th June 2025 and Shareholders resolution dated 27th June 2025 and pursuant to provisions of the Memorandum of Association and Articles of Association of the Company, Section 42, 71, 179(3)(c), 180(1)(c) and other applicable provisions of the Companies Act, 2013 (the "Act") read together with the Companies (Prospectus and Allotment of Securities) Rules, 2014, the Companies (Share Capital and Debentures) Rules, 2014, all applicable regulations, directions, guidelines, circulars and notifications of the Reserve Bank of India ("RBI"), the Securities and Exchange Board of India ("SEBI"), including the Securities Contracts (Regulation) Act, 1956, the Securities and Exchange Board of India Act, 1992, the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations 2015, the Securities and Exchange Board of India (Issue and Listing of Non-Convertible Securities) Regulations, 2021 ("NCS Regulations"), and the SEBI Circular bearing the reference number SEBI/HO/DDHS/P/CIR/2021/613 dated August 10, 2021 on "Operational Circular for issue and listing of Non-Convertible Securities, Securitized Debt Instruments, Security Receipts, Municipal Debts Securities and Commercial Paper" ("Operational Circular"), or any other regulatory authority, each as amended, modified and/or supplemented from time to time, listing agreement entered into by the Company with BSE Limited ("BSE") and in accordance with any other rules, regulations, guidelines, notifications, circulars and clarifications issued thereon from time to time by competent authorities ("Applicable Law"), the approval of the Committee be and is hereby accorded to:

a.) offer and issue upto 27,500 (Twenty-Seven Thousand Five Hundred) Secured, Listed, Rated, Redeemable, Non-Convertible Debentures (NCDs) denominated in Indian Rupees, each having a face value of Rs. 1,00,000/- (Indian Rupees One Lakh only) aggregating up to Rs. 275,00,00,000/- (Rupees Two Hundred Seventy-Five Crore only) including Green Shoe Option issued at par/ premium / discount (the "Debentures") issued on a fully paid basis and on a private placement basis. The details of the issuance are as mentioned hereunder:

| COUPON | TENOR | AMOUNT |
|------------------|-----------|--|
| 10.45% per annum | 18 Months | Rs. 275,00,00,000 (including Green Shoe Option of 100,00,00,000) |

The subscription amount is subject to deduction of taxes at source, if applicable, in accordance with applicable law, with or without gross up, ("the Issue") to the identified investors for the purposes of Section 42 of the Act (being, financial institutions, bodies corporate and individuals) ("Debenture Holders") on such terms as may be agreed with the Debenture Holders for raising debt for onward lending purpose;

b) secure the amounts to be raised pursuant to the issuance of the Debentures ("Secured Obligations") (at such ranking/priority and up to such limits and security cover as may be agreed with the Debenture Holders) by one or more the following: (i) hypothecation of certain identified book debts of the Company from time to time and which will be replaced from time to time in order to maintain the security cover ratio of 1.1 (one point one) times until all Debentures are repaid in full. ("Transaction Security")

RESOLVED FURTHER THAT Mr. Madhusudan Ekambaram, Mr. Karthikeyan Krishnaswamy and Mr. Vivek Veda, Directors of the Company, Ms. Pallavi Lingaraju, Company Secretary of the Company and Mr. Kartik G Deshpande, Authorized Signatory be and are hereby severally authorized to do all such acts, deeds and things as they deem necessary or desirable in connection with the offer, issue and allotment of the Debentures, including, without limitation the following:

- seeking, if required, any approval, consent or waiver from any/all concerned government and regulatory authorities, and/or any other approvals, consent or waivers from any other persons that be required in connection with the issue and offer of the Debentures;
- executing the term sheet in relation to the Debentures;

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- c) negotiating, approving and deciding the terms of the issue of Debentures and all other related matters;
- d) seeking the listing of any of the Debentures on the BSE, submitting the listing application and taking all actions that may be necessary in connection with obtaining such listing;
- e) approving the General Information document, Key Information document and the private placement offer cum application letter (including amending, varying or modifying the same, as may be considered desirable or expedient) (collectively, the "Disclosure Documents"), in accordance with all Applicable Laws;
- f) finalising the terms and conditions of the appointment of an arranger, the Debenture Trustee, a registrar and transfer agent, a credit rating agency, valuation agency, a depository and such other intermediaries as may be required including their successors and their agents;
- g) obtaining such credit rating(s) and within such timeline(s) as may be required by the Debenture Holders;
- h) finalising the terms of the issue and offer of the Debentures;
- i) entering into arrangements with the depository(ies) in connection with issue of Debentures in dematerialised form;
- j) creating and perfecting the Transaction Security as required in accordance with the terms of the Transaction Documents (as defined below) in relation to the issue and offer of the Debentures;
- k) finalizing the deemed date of allotment of the Debentures;
- l) to negotiate, execute, file and deliver any documents, instruments, deeds, amendments, papers, applications, notices, forms or letters as may be required in connection with the issue and offer of the Debentures and deal with regulatory authorities in connection with the issue and offer of the Debentures including but not limited to the RBI, SEBI (if so required), the jurisdictional registrar of companies, the BSE, the Ministry of Corporate Affairs ("MCA"), or any depository, and such other authorities as may be required;
- m) sign and/or dispatch all documents and notices to be signed and/or dispatched by the Company under or in connection with the Transaction Documents;
- n) creation of recovery expense fund in accordance with SEBI Circular SEBI/HO/MIRSD/CRADT/CIR/P/2020/207 dated 22nd October 2020 read with guidance note issued by the BSE in this regard;
- o) to take all steps and do all things and give such directions as may be required, necessary, expedient or desirable for giving effect to the Transaction Documents, the transactions contemplated therein and the resolutions mentioned herein, including without limitation, to approve, negotiate, finalise, sign, execute, ratify, amend, supplement and/or issue the following, including any amendments, modifications, supplements, restatements or novation thereto (now or in the future):
 - i. the Disclosure Documents for the issue and offer of the Debentures;
 - ii. the term sheet in connection with the Debentures, agreements to be entered into with the Debenture Trustee, any undertakings, due diligence certificates, corporate actions, letters of allotment and such other documents;
 - iii. the debenture trust deed, the debenture trustee agreement, the deed of hypothecation, monthly asset certificates, and any other documents required for the creation of security interest (together with the Disclosure documents, referred to as the "Transaction Documents");
 - iv. any other documents required for the purposes of the issue and offer of the Debentures and the transactions contemplated thereby, including but not limited to letters of undertaking, declarations, agreements, reports; and
 - v. any other documents designated as a Transaction Document by the Debenture Trustee and/or the Debenture Holders;
- p) to do all such acts as may be necessary for the issue and offer of the Debentures in accordance with the terms set out in the Transaction Documents; and
- q) to generally do any other act or deed, to negotiate and execute any documents, applications, agreements, undertakings, forms, deeds, affidavits, declarations and certificates in relation to the issue and offer of the Debentures and the transactions contemplated thereby, and to give such directions as it deems fit or as may

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- be necessary or desirable with regard to the issue and offer of the Debentures.
- r) The Transaction documents including the Discloser document have been perused by the Committee and the final and ultimate responsibility of the contents mentioned herein shall also lie with the Board of Directors

RESOLVED FURTHER THAT any of the Directors or the company secretary of the Company, be and are hereby severally authorized to do all such acts, deeds, things and execute or ratify all such documents whatsoever as maybe required in connection with the issue and offer of the Debentures and providing of security interest on the Debentures including without limitation execution or ratification of the requisite agreement(s) with the National Securities Depository Limited (“NSDL”) and the Central Depository Services (India) Limited (CDSL), listing of Debentures on wholesale debt market segment of the BSE, appointment of trustees, credit rating agency, valuation agency and other advisors as may be required and making payment of their fees.

RESOLVED FURTHER THAT any of the Authorised Persons of the Company be and are hereby severally authorized to do all such acts, deeds and things as are necessary for registering any of the documents being executed by the Company, and for filing of necessary forms, returns and such other documents pertaining to the aforesaid issuance of Debentures and creation, perfection and registration of charges with the relevant registrar of companies, CERSAI, MCA, or any depository, the SEBI, or any other governmental authority.

RESOLVED FURTHER THAT the Disclosure Documents placed before the Committee for issuance of Debentures to the Debenture Holders be and are hereby approved and the same be issued to the Debenture Holders under the signature of any one of the Directors or Company Secretary of the Company.

RESOLVED FURTHER THAT Mr. Madhusudan Ekambaram, Mr. Karthikeyan Krishnaswamy and Mr. Vivek Veda, Directors of the Company, Ms. Pallavi Lingaraju, Company Secretary of the Company be and are hereby authorised severally to take necessary actions for listing of the Debentures with the BSE.

RESOLVED FURTHER THAT approval of the Finance Committee to do all such acts, deeds and things as may be necessary for allotment of Debentures.”

//Certified to be true//

For KrazyBee Services Limited (Formerly Known as KrazyBee Services Private Limited)

PALLAVI
LINGARAJU

Digitally signed by
PALLAVI LINGARAJU
Date: 2025.09.11
13:25:20 +05'30'

Pallavi Lingaraju
Company Secretary
M. No. A56733
Address: 1203 Prerana Nilaya Park Road
23rd Cross D Group L Nagarbhavi Bangalore – 560091

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ANNEXURE V: SHAREHOLDERS RESOLUTION



CERTIFIED TRUE COPY OF THE RESOLUTIONS PASSED AT THE 02ND (FY 2025-26) EXTRA-ORDINARY GENERAL MEETING OF MEMBERS OF KRAZYBEE SERVICES LIMITED (FORMERLY KNOWN AS KRAZYBEE SERVICES PRIVATE LIMITED) HELD ON FRIDAY, 27TH JUNE, 2025 AT 1ST FLOOR, NO. 128/9, MARUTHI SAPPHIRE, HAL AIRPORT ROAD, MURGESH PALYA, BANGALORE – 560017, THROUGH VIDEO CONFERENCE/OTHER AUDIO-VISUAL MEANS FACILITY

1. APPROVE THE OVERALL BORROWING LIMITS OF THE COMPANY

The below resolution is passed as a Special Resolution:

"RESOLVED THAT pursuant to the provisions of 180(1)(c) and other applicable provisions, if any, of the Companies Act, 2013 and the rules made thereunder, including any statutory modifications or re-enactments thereof for the time being in force (the "Act"), the Foreign Exchange Management Act, 1999, as amended, rules, regulations, guidelines, notifications, clarifications and circulars, if any, prescribed by the Government of India, all applicable regulations, directions, guidelines, circulars and notifications of the Reserve Bank of India ("RBI"), the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations 2015, as amended and the Securities and Exchange Board of India (Issue and Listing of Non-Convertible Securities) Regulations, 2021, or Master Direction – Reserve Bank of India (Non-Banking Financial Company – Scale Based Regulation) Directions, 2023 dated October 19, 2023, and in accordance with the Memorandum of Association and the Articles of Association of the Company and the listing agreements entered into with the stock exchange (the "Stock Exchange") where the securities of the Company may be listed, the consent of the shareholders of the Company be and is hereby accorded, to borrow from time to time, including through issuance of secured or unsecured, convertible and/or non-convertible debentures (including any sub-debts), bonds (including Foreign Currency Convertible Bonds or FCCBs), commercial papers, refinancing from banks, term loans, working capital demand loans, cash credit, secured or unsecured intercorporate deposits/loans, or any other form of debt or money market instruments, as may be deemed appropriate, from banks/NHB/financial institutions/ lending institutions, or other persons, on such terms and conditions as the Board may determine, with a view to augment the business of the Company, up to an amount not exceeding **INR 8500,00,00,000/- (Indian Rupees Eight Thousand Five Hundred Crores Only)**, notwithstanding that the money to be borrowed together with the monies already borrowed by the Company (apart from temporary loans obtained from the Company's bankers in the ordinary course of business), may exceed, at any time, the aggregate of the paid-up capital of the Company and its free reserves, that is to say, reserves not set apart for any specific purpose and securities premium;

RESOLVED FURTHER THAT for the purpose of giving effect to this resolution, the Board is hereby authorized to do all such acts, deeds, matters and things as it may in its absolute discretion deem necessary, proper, or desirable and to settle any question, difficulty, doubt that may arise in respect of the borrowing(s) and charge creations aforesaid and further to do all such acts, deeds and things and to execute all documents and writings as may be necessary, proper, desirable or expedient to give effect to this resolution.

RESOLVED FURTHER THAT any of the Directors or the Company Secretary of the Company be and are hereby authorized severally to take all such steps and actions for the purposes of making relevant filings and registration, if any required, including e-filing(s) to be made with the Registrar of Companies, Bengaluru and any other authority in relation to the aforesaid resolution.

RESOLVED FURTHER THAT any of the Directors or Company Secretary of the Company, be and are hereby severally authorized to issue certified true copies of the foregoing resolution, as and when required.

2. APPROVE FOR CREATION OF CHARGES ON ASSETS OF THE COMPANY UNDER SECTION 180(1)(a) OF THE COMPANIES ACT, 2013

The below resolution is passed as a Special Resolution:

"RESOLVED THAT pursuant to the provisions of Section 180(1)(a) and other applicable provisions of the Companies Act, 2013 read with the rules made thereunder, and other applicable rules, regulations, directions, circulars, issued by the MCA, RBI or SEBI, as may be amended, from time to time, and Articles of Association of the Company, consent of the Shareholders of the Company be and is hereby accorded for creation of hypothecation / charge / security in any form or manner, in addition to the existing charges, and hypothecation already created by the Company, on the properties of the Company whether tangible, intangible or otherwise, both present and future, and/or the whole or any part of the undertaking(s) of the Company wherever situated, present and future, whether presently belonging to the Company or not, including any enhancement therein, in favour of any person including, but not limited to, banks/NHB/financial institutions/ lending institutions, or other persons for the purpose of securing the borrowings made by the Company and outstanding at any point of time, including for securing the borrowings made through

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issuance of secured non-convertible debentures (including any sub-debts), bonds (including Foreign Currency Convertible Bonds or FCCBs), commercial papers, refinancing from banks, availing of term loans, working capital demand loans, cash credit, secured or unsecured intercorporate deposits/loans, or any other form of debt or money market instruments in respect of the said loans/borrowings/debentures, subject to limits under Section 180(1)(c) on such specific terms and conditions and covenants in respect of enforcement of securities as maybe stipulated in that behalf and agreed to between the Company and the Lender(s) / Agent(s) / Trustee(s) or any other person(s) for an amount not exceeding **INR 9500,00,00,000/- (Indian Rupees Nine Thousand Five Hundred Crores Only)** at any time.

RESOLVED FURTHER THAT for the purpose of giving effect to this resolution, any Directors or the Company Secretary or the Finance Committee be and is hereby authorized to do all such acts, deeds, matters and things as it may in its absolute discretion deem necessary, proper, or desirable and to settle any question, difficulty, doubt that may arise in respect of the borrowing(s) and charge creations aforesaid and further to do all such acts, deeds and things and to execute all documents and writings as may be necessary, proper, desirable or expedient to give effect to this resolution.

//Certified true Copy//

For **Krazybee Services Limited (Formerly known as Krazybee Services Private Limited)**

PALLAVI LINGARAJU
Digitally signed by
PALLAVI LINGARAJU
Date: 2025.09.11
13:26:54 +05'30'

Pallavi Lingaraju
Company Secretary
M. No. 56733

Address: 1203 Prerana Nilaya Park Road,
23rd Cross D Group L Nagarbhavi Bangalore 560091

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ANNEXURE VI: DUE DILIGENCE CERTIFICATE FROM DEBENTURE TRUSTEE

CIN: U65993WB2010PTC152401



Ref: 1443/OPR/VTPL/2025-26/DEB

Date: 11th September 2025

To,
BSE Limited
Phiroze Jeejeebhoy Towers
Dalal Street
Mumbai- 400001

Dear Sir / Madam

SUB: ISSUE OF RATED SENIOR SECURED LISTED TRANSFERABLE TAXABLE NON-CONVERTIBLE DEBENTURES ("NCDS" OR "DEBENTURES") AMOUNTING TO INR. 275 CRORES (INDIAN RUPEES TWO HUNDRED SEVENTY-FIVE CRORES) (THE "ISSUE SIZE") BASE ISSUE SIZE AMOUNTING TO INR. 175 CRORES (INDIAN RUPEES ONE HUNDRED SEVENTY-FIVE CRORES) AND GREEN SHOE OPTION AMOUNTING TO INR. 100 CRORES (INDIAN RUPEES ONE HUNDRED CRORES) TO BE ISSUED ON PRIVATE PLACEMENT BASIS BY KRAZYBEE SERVICES LIMITED (FORMERLY KNOWN AS KRAZYBEE SERVICES PRIVATE LIMITED).

We, the debenture trustee(s) to the above-mentioned forthcoming issue state as follows:

1. We have examined documents pertaining to the said issue and other such relevant documents, reports, and certifications.
2. On the basis of such examination and of the discussions with the Issuer, its directors and other officers, other agencies and on independent verification of the various relevant documents, reports, and certifications:

We confirm that:

- a) The Issuer has made adequate provisions for and/or has taken steps to provide for adequate security for the debt securities to be issued and listed.
- b) The Issuer has obtained the permissions / consents necessary for creating security on the said property(ies)
- c) The Issuer has made all the relevant disclosures about the security and also its continued obligations towards the holders of debt securities.
- d) Issuer has adequately disclosed all consents/ permissions required for creation of further charge on assets in offer document or placement memorandum and all disclosures made in the offer document or placement memorandum/ information memorandum with respect to creation of security are in confirmation with the clauses of debenture trustee agreement.
- e) Issuer has disclosed all covenants proposed to be included in debenture trust deed (including any side letter, accelerated payment clause etc.), offer document or placement memorandum
- f) Issuer has given an undertaking that charge shall be created in favour of debenture trustee as per terms of issue before filing of listing application.

We have satisfied ourselves about the ability of the Issuer to service the debt securities.

Place: Mumbai
Date: 11th September 2025

For Vardhman Trusteeship Private Limited

Name: Yogesh Limbachiya
Designation: Assistant Vice President



Registered Office Turner Merrisen Building, Unit No. 15, 6 Lyons Range, Kolkata - 700001.
 Corporate Office The Capital, 412A, Bandra Kurla Complex, Bandra (East), Mumbai- 400051.
 +91 22 4264 8335 / +91 22 4014 0832
 corporate@vardhmantrustee.com www.vardhmantrustee.com

Mumbai **Bengaluru** **Kolkata** **New Delhi**

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ANNEXURE VII: IN PRINCIPLE APPROVAL RECEIVED FROM STOCK EXCHANGE



DCS/COMP/RM/IP-PPDI/144/24-25

KRAZYBEE SERVICES PRIVATE LIMITED

3rd Floor, No.128/9, Maruthi Sapphire
HAL Airport Road, Murgesh Palya
Bangalore - 560017

Dear Sir/Madam

Re: Private Placement of Listed, Rated, Taxable, Senior, Redeemable, Non-Convertible Debentures (either Secured/Unsecured/Subordinated/Unsubordinated) in one or more Tranches/Series ("Debenture(S)" or "NCDs") of Face Value of Rs.1,00,000 each and by way of issuance of Key Information document and issue of Commercial Papers under Gid Number: 02/2024-25, Dated October 13, 2024

We acknowledge receipt of your application on the online portal on October 13, 2024 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 \(bseindia.com\)](#).

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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 the General information Document, 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

A handwritten signature in blue ink, appearing to read 'Prasad'.

Prasad Bhide
Senior Manager

A handwritten signature in blue ink, appearing to read 'Anurag Jain'.

Anurag Jain
Manager

Key Information Memorandum
Srl No: 06/2025-26
Date: September 11, 2025

Private and Confidential
For Private Circulation Only

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ANNEXURE VIII: CONSENT OF THE REGISTRAR AND TRANSFER AGENT



September 09, 2025

To,
Krazybee Services Limited
3rd Floor, No.128/9
Maruthi Sapphire, HAL Airport Road
Murgesh Palya
BANGALORE-560017
KARNATAKA

Dear Sir,

This has reference to your email dated September 09, 2025 regarding consent letter for debenture issue. We are happy to act as Registrar & Transfer Agent for Listed, Rated, Secured, Redeemable Non-Convertible Debentures, having a face value of INR 1,00,000 aggregating to INR 275,00,00,000 (Indian Rupees Two Hundred Seventy-Five Crores Only).

We hereby give our consent to include our name in the Disclosure Document Listed, Rated, Secured, Redeemable Non-Convertible Debentures, having a face value of INR 1,00,000 aggregating to INR 275,00,00,000 (Indian Rupees Two Hundred Seventy-Five Crores Only).

Our SEBI registration is INR000004181.

Yours faithfully

For NSDL Database Management Ltd.

SUNIL
DHONDIRAM
KAMBLE

Digitally signed by SUNIL
DHONDIRAM KAMBLE
Date: 2025.09.09 15:42:51
+05'30'

Sunil Kamble
Asst. Vice President

4th Floor, Tower 3, One International Center, Senapati Bapat Marg, Prabhadevi, Mumbai - 400 013, India
Tel: 91-22-4914 2700 | Fax: 91-22-4914 2503 | Email: info_ndml@nsdl.com | Website: www.ndml.in
CIN: U72400MH2004PLC147094

Key Information Memorandum
 Srl No: 06/2025-26
 Date: September 11, 2025

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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

| | | | | | | | | | |
|--|---|---|---|---|---|---|---|---|---|
| <i>(To be filled in by Applicant)</i> SERIAL NO. | 1 | - | - | - | - | - | - | - | - |
|--|---|---|---|---|---|---|---|---|---|

Received from

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

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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.

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ANNEXURE X: 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 | Krazybee Services Limited (Formerly known as Krazybee Services Private Limited) |
| Face Value (per security) | INR 1,00,000/- (Indian Rupee One Lakh Only) each |
| Issue Price | INR 1,00,000/- (Indian Rupees One Lakh Only) per Debenture. |
| Tranche Issue date/ Date of allotment | September 16, 2025 |
| Date of redemption | March 16, 2027 |
| Tenure and coupon rate | 18 (eighteen) months from the Deemed date of Allotment with coupon rate of 10.45% (ten point four five percent) per annum payable Quarterly |
| Frequency of the interest/ dividend payment (with specified dates) | Please refer to Appendix 1 below |
| Day Count Convention | Actual/Actual |

Appendix 1

| S.No. | Due Date | Interest per debenture | Principal per debenture | Total Cashflow |
|-------|--------------|------------------------|-------------------------|----------------|
| 1 | 16 Dec 2025 | 2,605 | | 2,605 |
| 2 | 16 Mar 2026 | 2,577 | | 2,577 |
| 3 | 16 June 2026 | 2,634 | | 2,634 |
| 4 | 16 Sep 2026 | 2,634 | | 2,634 |
| 5 | 16 Dec 2026 | 2,605 | 50,000 | 52,605 |
| 6 | 16 Mar 2027 | 1,288 | 50,000 | 51,288 |

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 principal repayment the above cash flow may be changed accordingly.

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ANNEXURE XI: PAS 4

Private Placement Offer cum Application Letter
Serial Number:
Addressed to:

FORM NO PAS-4
PRIVATE PLACEMENT OFFER CUM APPLICATION LETTER
("PPOAL")

ISSUE UP TO 27,500 (TWENTY SEVEN THOUSAND FIVE HUNDRED) SENIOR, SECURED, LISTED, RATED, TAXABLE, TRANSFERABLE, REDEEMABLE, NON-CONVERTIBLE DEBENTURES OF THE FACE VALUE OF INR 1,00,000/- (INDIAN RUPEES ONE LAKH ONLY) EACH AGGREGATING TO INR 275,00,00,000/- (INDIAN RUPEES TWO HUNDRED SEVENTY FIVE CRORE ONLY) ("DEBENTURES" OR "NCDS") COMPRISING OF: (A) A BASE ISSUE OF UP TO 17,500 (SEVENTEEN THOUSAND FIVE HUNDRED) SENIOR, SECURED, LISTED, RATED, TAXABLE, TRANSFERABLE, REDEEMABLE, NON-CONVERTIBLE DEBENTURES OF THE FACE VALUE OF INR 1,00,000/- (INDIAN RUPEES ONE LAKH ONLY) EACH AGGREGATING TO INR 175,00,00,000/- (INDIAN RUPEES ONE HUNDRED SEVENTY FIVE CRORE ONLY); AND (B) A GREEN SHOE OPTION OF UP TO 10,000 (TEN THOUSAND) SENIOR, SECURED, LISTED, RATED, TAXABLE, TRANSFERABLE, REDEEMABLE, NON-CONVERTIBLE DEBENTURES OF THE FACE VALUE OF INR 1,00,000/- (INDIAN RUPEES ONE LAKH ONLY) EACH AGGREGATING TO INR 100,00,00,000/- (INDIAN RUPEES ONE HUNDRED CRORE ONLY) ("GREEN SHOE OPTION"), BY WAY OF A PRIVATE PLACEMENT (THE "ISSUE"), BY KRAZYBEE SERVICES LIMITED (FORMERLY KNOWN AS KRAZYBEE SERVICES PRIVATE LIMITED) (THE "COMPANY" OR "ISSUER") HAVING INTEREST RATE OF 10.45% (TEN POINT FOUR FIVE PERCENT) PER ANNUM GROSS OF APPLICABLE TAX PAYABLE QUARTERLY FROM THE DATE OF ISSUE.

(Pursuant to Section 42 and Rule 14(3) of the Companies (Prospectus and Allotment of Securities) Rules, 2014
This Form PAS-4 is prepared in accordance with the Companies (Prospectus and Allotment of Securities) Rules, 2014)

KRAZYBEE SERVICES LIMITED (FORMERLY KNOWN AS KRAZYBEE SERVICES PRIVATE LIMITED)
PART A

(a) General Information:

1. Name, address, website and other contact details of the Company, indicating both registered office and the corporate office:

| | |
|--------------------|---|
| Issuer / Company: | Krazybee Services Limited (Formerly known as Krazybee Services Private Limited) |
| Registered Office: | 3rd Floor, No.128/9, Maruthi Sapphire, HAL Airport Road, Murugeshpalya, Bengaluru, Karnataka 560017 |
| Website: | https://www.kbnbfc.in/ |
| Contact Person: | Mr. Vivek Veda |
| Email: | vivek@krazybee.com |
| Corporate office: | Innov8 Coworking Property No 69, Regal Building, Connaught Place Delhi-110001. |
| Branch office: | KRD GEE GEE Crystal, 4 th floor, B Wing No. 91 & 92 Radhakrishnan Salai, Mylapore, Chennai-600004 |

2. Date of Incorporation of the Company: March 16, 2016

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3. Business carried on by the Company and its subsidiaries with the details of branches or units, if any;

a. The description of the Company’s Principal Business Activities are as under:

KrazyBee Services Limited (Formerly know as KrazyBee Services Private Limited) (the Company) is a Non-Deposit Taking, Non-Banking Finance Company, which is regulated by the Reserve Bank of India (RBI). The company was co-founded by Mr. Madhusudhan Ekambaram and Mr. Karthikeyan Krishnaswamy in March 2016 and received an NBFC license from the RBI in May 2017.

KrazyBee offers unsecured personal loans of up to INR 4,00,000 to young professionals with a tenor of up to 24 months. Company’s mission is financial inclusion of masses and enabling consumer credit for 400 Mn+ Indian consumers via technology, especially for those who are new to credit and do not have credit history, which is consistent with Government of India’s (‘GoI’) priority.

KrazyBee operates in the fintech lending space and its entire loan origination is via the mobile application platform under the brand name - “KreditBee”. The company has till date catered to ~ 7 million young professionals (compared to an addressable target market of 180 million), disbursed 18,000 Crore+ value of loans.

The founders and the management each have 14-18 years of experience in the areas of technology, operations, project management, sales, finance, risk management, data science, digital marketing and quantitative analysis.

b. Details about the subsidiaries of the Company with the details of \branches or units:

Not Applicable

4. Brief particulars of the management of the Company:

| Management Details | | |
|--------------------------|--|--|
| Name | Designation | Experience |
| Madhusudan Ekambaram | Executive Director & Chief Executive Officer (CEO) | Madhusudan has over 16 years of experience across Product Portfolio Management, Business Innovation, Sales and Business Development. Madhusudan also co-founded FACE (Fintech Association of Consumer Empowerment), a not for profit organization, with the intent to work with all stakeholders including the consumers, regulators, policymakers to proactively evolve consumer-centric practices in the Indian Fin-Tech digital lending space. Madhusudan has completed his BE in Information Technology from NIT Suratkal. |
| Karthikeyan Krishnaswamy | Executive Director | Karthikeyan has over 13 years of experience in Technology and Products. He has good experience across server/ consumer domains and commonly used languages (JAVA, C, PHP etc) and has conceptualized & commercialized many micro-innovations and software solutions targeted for India and South Pacific market. He started his career at Innovo Solutions and worked there for 5 years. This was followed by an 8 years stint at Huawei where he was the System Architect. This was followed by a one-year stint as CTO at NTT Solutions. At KrazyBee, he led the entire technical implementation which |

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

| Management Details | | |
|--------------------|--|--|
| Name | Designation | Experience |
| | | includes website development, B2C app roll out and Campus Manager app roll out. Karthikeyan has completed Masters in Computer Science from National University of Singapore (NUS). |
| Vivek Veda | Executive Director & Chief Financial Officer (CFO) | Vivek has over 15 years of experience dealing in multiple domains in Finance. He is a Chartered Accountant by qualification and has done his B.Com from Delhi University. He started his career as a Consultant at S. S. Kothari Mehta & Co, where he worked for 4 years (including internship years) and was involved in valuation for M&A, merger, demerger, private equity placement etc. This was followed by a 4 years stint at HSBC Global Banking & Markets (Assistant Manager), 3 years at Edelweiss Capital (Mid cap analyst), 1 year at Espirito Santo Investment Bank (Consumer analyst) and 2 years as Emerging Markets Consumer Research Analyst at Societe Generale. |

| Details of Board of Directors of the Company & their profile | | |
|--|--|--|
| Name | Designation | Profile |
| Madhusudan Ekambaram | Executive Director & Chief Executive Officer (CEO) | Madhusudan has over 16 years of experience across Product Portfolio Management, Business Innovation, Sales and Business Development. Madhusudan also co-founded FACE (Fintech Association of Consumer Empowerment), a not for profit organization, with the intent to work with all stakeholders including the consumers, regulators, policymakers to proactively evolve consumer-centric practices in the Indian Fin-Tech digital lending space. Madhusudan has completed his BE in Information Technology from NIT Suratkal. |
| Karthikeyan Krishnaswamy | Executive Director | Karthikeyan has over 13 years of experience in Technology and Products. He has good experience across server/ consumer domains and commonly used languages (JAVA, C, PHP etc) and has conceptualized & commercialized many micro-innovations and software solutions targeted for India and South Pacific market. He started his career at Innovo Solutions and worked there for 5 years. This was followed by an 8 years stint at Huawei where he was the System Architect. This was followed by a one-year stint as CTO at NTT Solutions. At KrazyBee, he led the entire technical implementation which includes website development, B2C app roll out and Campus Manager app roll out. Karthikeyan has completed Masters in Computer Science from National University of Singapore (NUS). |
| Vivek Veda | Executive Director & Chief Financial Officer (CFO) | Vivek has over 15 years of experience dealing in multiple domains in Finance. He is a Chartered Accountant by qualification and has done his B.Com from Delhi University. He started his career as a Consultant at S. S. Kothari Mehta & |

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| Details of Board of Directors of the Company & their profile | | |
|--|----------------------|--|
| Name | Designation | Profile |
| | | Co, where he worked for 4 years (including internship years) and was involved in valuation for M&A, merger, demerger, private equity placement etc. This was followed by a 4 years stint at HSBC Global Banking & Markets (Assistant Manager), 3 years at Edelweiss Capital (Mid cap analyst), 1 year at Espirito Santo Investment Bank (Consumer analyst) and 2 years as Emerging Markets Consumer Research Analyst at Societe Generale. |
| Abhishek Singhvi | Independent Director | <p>Mr. Singhvi has over 20 years of experience in the Financial Service sector, a large part of which has been in the wealth business. In the past Mr. Singhvi has worked with Kotak Wealth Management, managing UNHI client relationships and family office accounts. He spent over a decade with HDFC Private Banking in various key roles, including team management and product.</p> <p>He started his career as an equity research analyst. Presently, Mr. Singhvi is in a management role in TRUFID Investment Advisors.</p> |
| Adesh Kumar Gupta | Independent Director | <p>Mr. Gupta has more than 40 years of rich experience in the field of finance.</p> <p>In the pastt he has held various senior management positions like Director, Chief Finance Officer, President in Aditya Birla Croup, Ultra Tech Cement Ltd., Grasim Industries Ltd., PSI Data Systems, Aditya Birla Nuvo Ltd., Madura Garments, and Birla Global Finance Ltd. He was instrumental in setting up financial services businesses in various groups on NBFCs, Mutual Fund and Insurance for the Aditya Birla Croup.</p> <p>He was also associated with Metal, Trading and Retail Businesses as a member of the Business/capex Review Council. His presence in the Board of Directors of the company brings in a wealth of experience, mentorship and guidance to the management in exceling the company.</p> |
| Shashikala Ramachandra | Independent Director | <p>Mrs. Shashikala Ramachandra has nearly four decades of experience in the banking sector, specifically Large credit sanctions, Credit Review and monitoring. She has held various crucial posts handling Corporate Credit and Risk Management functions. Retired as General Manager and Croup Chief Risk Officer from Canara Bank, she played a major role in implementing enterprise risk management solutions of SAS modules, model development and model validation, credit risk standardised and advanced approaches, group risk etc.</p> |
| Nattanmai Venkataraman Saravanan | Nominee Director | <p>Saravanan Nattanmai is a highly experienced private equity professional with over two decades of expertise spanning financial services, consumer/retail, technology, and industrial sectors. As Partner at Premji Invest, he leads investments in</p> |

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| Details of Board of Directors of the Company & their profile | | |
|--|------------------|--|
| Name | Designation | Profile |
| | | <p>both traditional and emerging financial services domains— including insurance, lending, wealth management, payments, and banking infrastructure. His prior roles at AION Capital and Nereus Capital involved strategic investments across diverse industries, and he began his career at GE, where he was recognized for pioneering disruptive technologies and securing multiple patents.</p> <p>Academically, Saravanan holds a Master’s in Technology from IIT Bombay and a Post Graduate Management degree from the Indian School of Business, Hyderabad. His strong technical foundation, combined with strategic acumen, has shaped his approach to innovation and investment. A passionate advocate of inventive problem-solving, he remains deeply engaged with emerging technology trends and their transformative potential in the financial ecosystem.</p> |
| Gagan Lalit Mohan Joshi | Nominee Director | <p>Gagan Joshi is a seasoned investment professional with extensive experience in private equity across India’s financial services, consumer, and industrial sectors. Currently serving as Director at Advent International, he leads financial services investments in India for one of the world’s largest private equity firms. Prior to this, he held leadership roles at True North and ICICI Venture, where he was instrumental in evaluating and executing investments in companies like Policy Bazaar, Max Bupa, and Fedbank Financial Services. His career also includes strategic consulting at Bain & Company, where he advised clients across technology, energy, and infrastructure, and began as an engineer at Tata Motors.</p> <p>Academically, Gagan holds a Post Graduate Diploma in Management from the Indian Institute of Management, Calcutta, where he was recognized as an Aditya Birla Scholar. He earned his undergraduate degree in Mechanical Engineering from Delhi College of Engineering (DCE), Delhi University. This blend of technical and managerial education has underpinned his analytical rigor and strategic insight throughout his career in investment and consulting.</p> |
| Vinit Mukesh Mehta | Nominee Director | <p>Vinit Mehta has over 19 years of experience in private equity (MO Alternate Investment Advisors Private Limited), investment banking (Kotak, KPMG) and Corporate Banking (HDFC Bank). Vinit joined MO Alternate in 2019. At MO Alternates, Vinit focusses on businesses in the banking and financial services sector. Overall, Vinit is responsible for deal sourcing, investing, monitoring and managing exits from portfolio companies. Prior to joining MO Alternate, Vinit was with Kotak Investment Bank where he led and executed 40+ transaction and successfully helped raise more than USD 25 bn across M&A, Private Equity and Capital Market fund raises.</p> |

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| Details of Board of Directors of the Company & their profile | | |
|--|----------------------|---|
| Name | Designation | Profile |
| | | Vinit holds a Bachelor's Degree in Commerce from the Mumbai University and is a member of the Institute of Chartered Accountants of India. |
| Mamtesh Sugla | Nominee Director | <p>Mamtesh Sugla is a Managing Director at TPG NewQuest based in Mumbai, Mamtesh joined TPG NewQuest in 2014 and is responsible for sourcing, execution and portfolio management of investments in India. Mamtesh is responsible for end-to-end deal sourcing, execution, portfolio management and exits.</p> <p>He has experience investing in microfinance (Ujjivan Financial Services Pvt. Ltd.), market infrastructure (National Stock Exchange of India Ltd., Financial Software and Systems Pvt. Ltd.), unsecured personal loans (Krazybee Services Private Ltd), vehicle finance (Indostar Capital Finance Ltd.), MSME lending UGRO Capital Ltd. and is currently in advanced stages of evaluating opportunities in micro-LAP and affordable housing segments.</p> <p>Mamtesh has PGDM from Indian Institute of Management (IIM) Calcutta, where he was awarded a silver medal for his academic performance and has an undergraduate degree in engineering from IIT (ISM) Dhanbad. Mamtesh is fluent in English and Hindi.</p> |
| Ravindra Sengaonkar | Independent Director | <p>Mr. Ravindra is an accomplished and growth focused IPS officer of Maharashtra cadre with 40 years of work experience and proven knowledge of strategizing and workflow problem-solving. Expert in identifying lacunae in each system and providing exemplary solutions to build an efficient process with a rare blend of modern technology.</p> <p>Well-versed in designing and executing training programs to support the current requirements of the police force after receiving extensive training in UK. Proven ability to cope with frequent interruptions in high-pressure situations and provide optimal solution while on Deputation of UN Peace Keeping Force in Bosnia and Herzegovina. Superior communication, observation, and critical thinking skills with expertise in working with individuals from diverse backgrounds and age groups proved to be beneficial as an Election Police Observer in 2021.</p> |

5. Name, address, director identification number (DIN) and occupations of the directors:

| Sl. No. | Name of the Directors | Address | DIN | Occupation |
|---------|--------------------------|--|----------|------------|
| 1 | Madhusudan Ekambaram | No.296, Behind Jublee College, Jinkethimmana Halli, Ramamurthy Nagar, Bengaluru 560036 KA IN | 07442577 | Director |
| 2 | Karthikeyan Krishnaswamy | K-701, SNN Raj Lake View Apts, 29th Main Road NS Palya Main Road, | 07449376 | Director |

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| | | | | |
|----|----------------------------------|---|----------|----------------------|
| | | BTM Layout, Bengaluru 560076 KA IN | | |
| 3 | Vivek Veda | Flat No. 1073, Shoba Daisy Apartment, Bellandur, Green Glay Layout, Bangalore 560103 KA IN | 07560229 | Director |
| 4 | Adesh Gupta Kumar | 701, Tagore Avenue, Tagore Road, Santacruz (West), Mumbai - 400 054. | 00020403 | Independent Director |
| 5 | Abhishek Singhvi | B-803, Joy Valencia, Off J V L R, Jogeshwari East, Mumbai -400060 | 07972535 | Independent Director |
| 6 | Shashikala Ramachandra | Aura C- 201, Ozone Urbana Township, Kannamangala, Bangalore Rural, Karnataka - 562110 | 08087460 | Independent Director |
| 7 | Nattanmai Venkataraman Saravanan | E3/34 Kailash Chandra CHS Mahindra Nagar Haji Babu Road, Haji Babu Road, Mumbai - 400097 | 06989767 | Nominee Director |
| 8 | Gagan Lalit Mohan Joshi | N-202, The Trees, Residences Phase 2 CHS LTD 51/B, Pirojsha Nagar, off western highway Mumbai, Maharashtra 400079 | 07807857 | Nominee Director |
| 9 | Vinit Mukesh Mehta | 501 Satguru Towers Central Avenue Mumbai, Maharashtra -400054 | 08792902 | Nominee Director |
| 10 | Mamtesh Sugla | Flat 301, Tower 5, Crescent Bay, Jer Bai Wadia Road Near Mahatma Phule Educational Society, Bhoiwada Mumbai, Maharashtra - 400012 | 08312311 | Nominee Director |
| 11 | Ravindra Sengaonkar | Plot No 89, Phase III, Near Club House, 4 Seasons Society, Bhugaon, Pune 412115 | 07474309 | Independent Director |

6. Management perception of Risk Factors:

(i) Repayment is subject to the Credit Risk of the Issuer.

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

(ii) The Secondary Market for Debentures may be Illiquid.

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

(iii) Tax Considerations and Legal Considerations

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

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- (iv) **Accounting Considerations**
Special accounting considerations may apply to certain types of taxpayers. Potential investors are urged to consult with their own accounting advisors to determine implications of this investment.
- (v) **There may be delay or failure in recovering the expected value of assets charged as security**
In the event that the Company is unable to meet its payment and other obligations towards Investors under the terms of the Debentures, the Debenture Trustee may enforce the Security as per the terms of security documents, and other related documents. The Investors recovery in relation to the Debentures will be subject to realisable value of assets charged as security and any failure or delay to recover the expected value of the assets charged as security in connection with the NCDs could expose the investors to a potential loss.
- (vi) **Material changes in rules and regulations to which the issuer is subject could impair the issuer's ability to meet payment or other obligations.**
The Issuer is subject generally to changes in Indian law, as well as to changes in government regulations and policies and accounting principles. Any changes in the regulatory framework could adversely affect the profitability of the Issuer or its future financial performance, by requiring a restructuring of its activities, increasing costs or otherwise.
- (vii) **Legality of purchase**
Potential investors of the Debentures will be responsible for the lawfulness of the acquisition of the Debentures, whether under the laws of the jurisdiction of its incorporation or the jurisdiction in which it operates or for compliance by that potential investor with any law, regulation or regulatory policy applicable to it.
- (viii) **Political and economic risk in India**
The Issuer operates only within India and, accordingly, all of its revenues are derived from the domestic market. As a result, it is highly dependent on prevailing economic conditions in India and its results of operations are significantly affected by factors influencing the Indian economy. An uncertain economic situation, in India and globally, could result in a further slowdown in economic growth, investment and consumption. A slowdown in the rate of growth in the Indian economy could result in lower demand for credit and other financial products and services and higher defaults. Any slowdown in the growth or negative growth of sectors where the Issuer has a relatively higher exposure could adversely impact its performance. Any such slowdown could adversely affect its business, prospects, results of operations and financial condition.
- (ix) **Risks related to the business of the issuer**
- a) **Majority of the Issuer's loans are unsecured and the clients of these loans are of the high-risk category and if the Issuer is unable to control the level of non-performing loans ("NPAs") in the future, or if the Issuer's loan loss reserves are insufficient to cover future loan losses, the financial condition and results of operations may be materially and adversely affected.**

The loans provided by the Issuer are unsecured and if the Issuer is unable to control the level of non-performing loans ("NPAs") in the future, or if the loan loss reserves are insufficient to cover future loan losses, the financial condition of the Issuer and results of operations may be materially and adversely affected.

The Issuer cannot assure that the Issuer will be able to effectively control and reduce the level of the impaired loans in its total loan portfolio. The amount of the Issuer's reported non-performing loans may increase in the future as a result of growth in the total loan portfolio, and also due to factors beyond the Issuer's control, such as over-extended member credit that we are unaware of. Failure to manage NPAs or effect recoveries will result in operations being adversely affected.

The Issuer's current loan loss reserves may not be adequate to cover an increase in the amount of NPAs or any future deterioration in the overall credit quality of the Issuer's total loan portfolio. As a result, if the quality of the Issuer's total loan portfolio deteriorates the Issuer may be required to increase the loan loss reserves, which

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

b) The Issuer's is exposed to operational risks, including employee negligence, petty theft, burglary, embezzlement and fraud by employees, agents, customers or third parties, which could harm our Company's results of operations and financial position.

The issuer is exposed to many types of operational risks. Operational risks can result from a variety of factors, including failure to obtain proper internal authorizations, improperly documented transactions, failure of operational and information security procedures, computer systems, software or equipment, fraud, inadequate training and employee errors. The issuer attempts to mitigate operational risk by maintaining a comprehensive system of internal controls, establishing systems and procedures to monitor transactions, maintaining key back-up procedures, undertaking regular contingency planning and providing employees with continuous training. Any failure to mitigate such risks may adversely affect our Company's business and results of operations. The Issuer's dependence upon automated systems to record and process transactions may increase the risk that technical system flaws or employee tampering or manipulation of those systems will result in losses that are difficult to detect.

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

c) Loans due within one-year account for almost all of the Issuer's interest income, and a significant reduction in short term loans may result in a corresponding decrease in its interest income.

All of the loans the Issuer issues are due within approximately one year of disbursement. Any potential instability of the Issuer's interest income could materially and adversely affect the Issuer's results of operations and financial position.

The loans given by the issuer are at fixed interest rate, and the tenor of the underlying asset is from 62 days to One year which has provided stability to the portfolio and interest income and has also smoothed operating expense.

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

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

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

If the Issuer is not able to attract, motivate, integrate or retain qualified personnel at levels of experience that are necessary to maintain the Issuer's quality and reputation, it will be difficult for the Issuer to manage its business and growth. The Issuer depends on the services of its executive officers and key employees for its continued operations and growth. In particular, the Issuer's senior management has significant experience in the vehicle finance, banking and financial services industries. The loss of any of the Issuer's executive officers, key employees or senior managers could negatively affect its ability to execute its business strategy, including

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its ability to manage its rapid growth. The Issuer's business is also dependent on its team of personnel who directly manage its relationships with its members. The Issuer's business and profits would suffer adversely if a substantial number of such personnel left the Issuer or became ineffective in servicing its members over a period of time. The Issuer's future success will depend in large part on its ability to identify, attract and retain highly skilled managerial and other personnel. Competition for individuals with such specialized knowledge and experience is intense in this industry, and the Issuer may be unable to attract, motivate, integrate or retain qualified personnel at levels of experience that are necessary to maintain its quality and reputation or to sustain or expand its operations. The loss of the services of such personnel or the inability to identify, attract and retain qualified personnel in the future would make it difficult for the Issuer to manage its business and growth and to meet key objectives.

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

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

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

The Issuer maintains insurance coverage that it believes commensurate with its operations such as Directors' and officers' liability insurance other general liability insurances. The Issuer's insurance policies, however, may not provide adequate coverage in certain circumstances and may be subject to certain deductibles, exclusions and limits on coverage.

In addition, there are various types of risks and losses for which the Issuer does not maintain insurance, such as losses due to business interruption and natural disasters, because they are either uninsurable or because insurance is not available to the Issuer on acceptable terms. A successful assertion of one or more large claims against the Issuer that exceeds its available insurance coverage or results in changes in its insurance policies, including premium increases or the imposition of a larger deductible or co-insurance requirement, could adversely affect the Issuer's business, financial condition and results of operations.

h) Competition from banks and financial institutions, as well as state-sponsored social programs, may adversely affect our profitability and position in the Indian lending industry

The Issuer faces most significant competition from other NBFCs and banks in India. Many of the institutions with which Issuer competes have greater assets and better access to, and lower cost of, funding than the issuer. In certain areas, they may also have better name recognition and larger member bases than Issuer. Issuer anticipates that it may encounter greater competition as they continue expanding the operations in India, which may result in an adverse effect on the business, results of operations and financial condition.

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

- a) Statutory Dues: Nil
- b) Debenture and interest thereon: Nil
- c) Deposits and interest thereon: Nil
- d) Loans from banks and financial institutions and interest thereon: Nil

8. Name, designation, address and phone number, email ID of the nodal / compliance officer of the Company, if any, for the Issue:

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Name: Pallavi Lingaraju
Designation: Company Secretary
Address: 3rd Floor, No.128/9, Maruthi Sapphire, HAL Airport Road, Murugeshpalya,
Bengaluru, Karnataka 560017
Phone No.: +91 9972857010
Email: pallavis@krazybee.com

9. **Registrar of the Issue:** Not applicable

10. **Valuation Agency:** Not applicable

11. **Auditors:** M/s Walker Chandiok & Co. LLP., Chartered Accountant is appointed as the Statutory Auditor of the Company, effective from the ensuing 9th Annual General Meeting and till the conclusion of 12th Annual General Meeting. The same is subject to the approval of the Shareholders of the Company in the ensuing Annual General Meeting of the Company.

12. **Any default in annual filing of the Company under the Companies Act, 2013 or rules made thereunder:**
No.

(a) **Particulars of the Offer:**

| | |
|--|--|
| a) Financial position of the Company for the last 3 financial year | Refer the Financial Statements attached as Annexure 1 |
| b) Date of passing of Board/ Committee Resolution | Board of Directors – June 25, 2025 Finance Committee – July 30, 2025 |
| c) Date of passing of resolution in general meeting, authorizing the offer of securities | June 27, 2025 |
| d) Kind of securities offered (i.e. whether share or debenture) and class of security; the total number of shares or other securities to be issued | Issue up to 27,500 (Twenty Seven Thousand Five Hundred) senior, secured, listed, rated, taxable, transferable, redeemable, non-convertible debentures of the face value of INR 1,00,000/- (Indian Rupees One Lakh Only) each aggregating to INR 275,00,00,000/- (Indian Rupees Two Hundred Seventy Five Crore Only) (“ Debentures ”/“ NCDs ”) comprising of: a. a base issue of up to 17,500 (Seventeen Thousand Five Hundred) senior, secured, listed, rated, taxable, transferable, redeemable, non-convertible debentures of the face value of INR 1,00,000/- (Indian Rupees One Lakh Only) each aggregating to INR 175,00,00,000/- (Indian Rupees One Hundred Seventy Five Crore Only); and b. a green shoe option of up to 10,000 (Ten Thousand) senior, secured, listed, rated, taxable, transferable, redeemable, non-convertible debentures of the face value of INR 1,00,000/- (Indian Rupees One Lakh Only) each aggregating to INR 100,00,00,000/- (Indian Rupees One Hundred Crore Only) (“ Green Shoe Option ”). |
| e) Details of Debenture Trustee | Vardhman Trusteeship Private Limited has been appointed as Debenture Trustee for the proposed Issue. The Debenture Trustee has given their consent to the Issuer for its appointment. |
| f) Price at which the security is being offered, including premium if any, along with justification of the price | INR 1,00,000/- (Indian Rupees One Lakh Only) |

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| g) Name and address of the valuer who performed valuation of the security offered, and basis on which the price has been arrived at along with report of the Registered valuer | Not applicable |
| h) Relevant date with reference to which the price has been arrived at | Not applicable |
| i) The class or classes of persons to whom the allotment is proposed to be made | <p>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”):</p> <ul style="list-style-type: none"> a) Resident Individuals b) Hindu Undivided Family c) Trust d) Limited Liability Partnerships e) Partnership Firm(s) f) Portfolio Managers registered with SEBI g) Association of Persons h) Companies and Bodies Corporate including Public Sector Undertakings. i) Commercial Banks j) Regional Rural Banks k) Financial Institutions l) Insurance Companies m) Mutual Funds n) Alternative investment funds o) Any other person eligible to invest in the Debentures. <p>All potential Investors are required to comply with the relevant regulations/guidelines applicable to them for investing in this issue of Debentures.</p> |
| j) Intention of promoters, directors or key managerial personnel to subscribe to the offer (applicable in case they intend to subscribe to the offer) (not required in case of issue of non-convertible debentures) | Not applicable as the Debentures are non-convertible debt instruments. |
| k) The proposed time within which the allotment shall be completed | Debentures shall be allotted to the investors and PAS-3 shall be filed within 2 (Two) calendar days from Deemed Date of Allotment or such time as set out under Listed NCDs Master Circular as amended from time to time. |
| l) The names of the proposed allottees and the percentage of post Private Placement issue capital that may be held by them (not required in case of issue of non-convertible debentures); | Not applicable as the Debentures are non-convertible debt instruments. |
| m) The change in control, if any, in the Company that would occur | Not applicable as the Debentures are non-convertible debt instruments. |

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|--|--|--------------------------|---|-------------------------------|--|-----------------|---------------------|-------------------|---------------------|------------|--|
| consequent to the Private Placement | | | | | | | | | | | |
| n) The number of persons to whom allotment on preferential basis /private placement / rights issue has already been made during the year (Financial year), in terms of number of securities as well as price | Attached as “ Annexure 2 ” | | | | | | | | | | |
| o) The justification for the allotment proposed to be made for consideration other than cash together with valuation report of the registered valuer | Not applicable as the Non-Convertible Debentures are issued for cash. | | | | | | | | | | |
| p) Amount, which the Company intends to raise by way of securities | Issue up to 27,500 (Twenty Seven Thousand Five Hundred) senior, secured, listed, rated, taxable, transferable, redeemable, non-convertible debentures of the face value of INR 1,00,000/- (Indian Rupees One Lakh Only) each aggregating to INR 275,00,00,000/- (Indian Rupees Two Hundred Seventy Five Crore Only) (“ Debentures ”/“ NCDs ”) comprising of: a. a base issue of up to 17,500 (Seventeen Thousand Five Hundred) senior, secured, listed, rated, taxable, transferable, redeemable, non-convertible debentures of the face value of INR 1,00,000/- (Indian Rupees One Lakh Only) each aggregating to INR 175,00,00,000/- (Indian Rupees One Hundred Seventy Five Crore Only); and b. a green shoe option of up to 10,000 (Ten Thousand) senior, secured, listed, rated, taxable, transferable, redeemable, non-convertible debentures of the face value of INR 1,00,000/- (Indian Rupees One Lakh Only) each aggregating to INR 100,00,00,000/- (Indian Rupees One Hundred Crore Only) (“ Green Shoe Option ”). | | | | | | | | | | |
| q) Terms of raising of securities: | <table border="1"> <tr> <td>Duration, if applicable:</td> <td>18 (eighteen) months from the Deemed Date of Allotment.</td> </tr> <tr> <td>Rate of Interest or dividend:</td> <td>Fixed interest of 10.45% (ten point four five percent) per annum payable Quarterly</td> </tr> <tr> <td>Mode of Payment</td> <td>Electronic Transfer</td> </tr> <tr> <td>Mode of Repayment</td> <td>Electronic Transfer</td> </tr> <tr> <td>Redemption</td> <td>Final Redemption Date being March 16, 2027</td> </tr> </table> | Duration, if applicable: | 18 (eighteen) months from the Deemed Date of Allotment. | Rate of Interest or dividend: | Fixed interest of 10.45% (ten point four five percent) per annum payable Quarterly | Mode of Payment | Electronic Transfer | Mode of Repayment | Electronic Transfer | Redemption | Final Redemption Date being March 16, 2027 |
| Duration, if applicable: | 18 (eighteen) months from the Deemed Date of Allotment. | | | | | | | | | | |
| Rate of Interest or dividend: | Fixed interest of 10.45% (ten point four five percent) per annum payable Quarterly | | | | | | | | | | |
| Mode of Payment | Electronic Transfer | | | | | | | | | | |
| Mode of Repayment | Electronic Transfer | | | | | | | | | | |
| Redemption | Final Redemption Date being March 16, 2027 | | | | | | | | | | |
| r) Proposed time schedule for which the Issue/Private Placement Offer cum Application Letter is valid | Issue Open Date: September 15, 2025 Issue Closing Date: September 15, 2025 | | | | | | | | | | |
| s) Purpose and objects of the Issue/Offer | The Issue proceeds will be utilized for originating personal/business loans, provided however that the Issuer 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. | | | | | | | | | | |
| t) Contribution being made by the Promoters or directors either as part of the offer or separately in furtherance of such objects | Not Applicable | | | | | | | | | | |

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| <p>u) Principal terms of assets charged as security, if applicable</p> | <p>The Debentures shall be secured by way of a first ranking, exclusive and continuing charge on identified receivables (“Hypothecated Assets”) created pursuant to the Hypothecation Agreement. The Issuer undertakes:</p> <ul style="list-style-type: none"> • The total charge over the Hypothecated Assets shall constitute 1.10x (one decimal one zero times) or 110% (one hundred and ten percent) of the aggregate amount of principal, Coupon/ dues outstanding and payable to the Debenture Holders to be created as per terms of the Transaction Documents. The above-mentioned 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 create, register and perfect the security over the Hypothecated Assets by filing CHG-9 within the time period applicable as contemplated above no later than 30 (Thirty) calendar days after the Deemed Date of Allotment and create a charge by executing a duly stamped Hypothecation Agreement prior to the Deemed Date of Allotment; The Company shall also provide such information sought by the Debenture Trustee for the purpose of filing the prescribed forms and particulars with the Central Registry and Information Utility in connection with the Debentures and the Security Interest over the Hypothecated Assets. • to pay a penal interest of 2.0% (Two Percent) p.a. over the Coupon Rate in case there is any delay in the creation, registration and perfection of the security over the Hypothecated Assets beyond 30 (thirty) calendar days from the date of execution of the Hypothecation Agreement; • to provide on a quarterly basis, of specific loan receivables/ book debts to the Debenture Trustee over which the charge is created and subsisting by way of hypothecation in favour of the Debenture Trustee (for the benefit of the Debenture Holders) (“Quarterly Hypothecated Asset Report”) • to add fresh loan assets to the Security Cover to ensure that the value of the Hypothecated Assets is equal to 1.10x (One decimal one zero times) or 110% (One hundred and ten percent) the aggregate amount of the aggregate amount of principal, Coupon/ dues outstanding and payable to the Debenture Holders. • to replace Hypothecated Assets that have been overdue for more than 90 (Ninety) calendar days with current receivables (i.e., 0 DPD). | | | | | | | | | | | | | | | | | | | | | | |
|--|---|-----------------------------|-----------------------------|-------------------------------|-------------------------------|--|--|--|-------------------|--------------------|-------------------|--------------------|--|--|--|--|--|--|--|--|--|--|--|
| <p>v) The details of significant and material orders passed by the Regulators, Courts and Tribunals impacting the ongoing concern status of the Company and its future operations</p> | <p>Not Applicable</p> | | | | | | | | | | | | | | | | | | | | | | |
| <p>w) The pre-issue and post issue shareholding pattern of the Company in the following pattern as on date:</p> | | | | | | | | | | | | | | | | | | | | | | | |
| <table border="1"> <thead> <tr> <th>Sr. No</th> <th>Category</th> <th colspan="2">Pre-issue (Equity+ CCPS)</th> <th colspan="2">Post-issue (Equity + CCPS)</th> </tr> <tr> <td></td> <td></td> <th>No of shares held</th> <th>% of share holding</th> <th>No of shares held</th> <th>% of share holding</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table> | Sr. No | Category | Pre-issue (Equity+ CCPS) | | Post-issue (Equity + CCPS) | | | | No of shares held | % of share holding | No of shares held | % of share holding | | | | | | | | | | | |
| Sr. No | Category | Pre-issue (Equity+ CCPS) | | Post-issue (Equity + CCPS) | | | | | | | | | | | | | | | | | | | |
| | | No of shares held | % of share holding | No of shares held | % of share holding | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | | | | | | |

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| | | | | | |
|---|--------------------------|--|----------------|---------------------|----------------|
| A | Promoters' holding | - | - | - | - |
| 1 | Indian | - | - | - | - |
| | Individual | - | - | - | - |
| | Bodies corporate | - | - | - | - |
| | Sub-total | - | - | - | - |
| 2 | Foreign promoters | - | - | - | - |
| | Sub-total (A) | - | - | - | - |
| B | Non-promoters' holding | - | - | - | - |
| 1 | Institutional investors | - | - | - | - |
| | Non-institution | - | - | - | - |
| | Private corporate bodies | 7,13,28,678 | 31.27% | 7,13,28,678 | 31.27% |
| 2 | Individual | 33,75,000 | 1.48% | 33,75,000 | 1.48% |
| | Directors and relatives | 2,20,54,800 | 9.67% | 2,20,54,800 | 9.67% |
| | Indian public | - | - | - | - |
| | Others (including NRIs) | 13,13,47,388 | 57.58% | 13,13,47,388 | 57.58% |
| | Sub-total (B) | 22,81,05,866 | 100.00% | 22,81,05,866 | 100.00% |
| | Grand Total (A+B) | 22,81,05,866 | 100.00% | 22,81,05,866 | 100.00% |
| x) Bank Accounts details for subscription of money. | | Account Name: Krazybee Services Limited Bank Name: Yes Bank Ltd A/c. No: 059481300000416 IFSC Code: YESB0000594 Address: Ground Floor, Lancor Westminister, 108, Dr. Radha Krishnan Salai, Mylapore, Chennai-600004 | | | |

y) Mode of Payment for Subscription: Not applicable

- () Cheque
() Demand Draft
() Other Banking Channels

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

| | |
|--|----------------|
| 1. Any financial or other material interest of the directors, promoters or key managerial personnel in the offer/ Issue and the effect of such interest in so far as it is different from the interests of other persons | Not Applicable |
| 2. Details of any litigation or legal action pending or taken by any Ministry or Department of the Government or a statutory authority against any promoter of the Company during the last 3 (three) years immediately preceding the year of the | Not Applicable |

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| circulation of this Private Placement offer cum application letter and any direction issued by such Ministry or Department or statutory authority upon conclusion of such litigation or legal action shall be disclosed | | | | |
|---|---|-----------------------------|------------|------------|
| 3. Remuneration of directors (during the current year and last 3 (three) financial years): | | | | |
| Name of the Director | | Remuneration (in Rs) | | |
| 2024-25 | | | | |
| Vivek Veda | | 13.37 Crores | | |
| Madhusudan Ekambaram | | 54.23 Crores | | |
| Karthikeyan Krishnaswamy | | 12.14 Crores | | |
| 2023-24 | | | | |
| Vivek Veda | | 25.90 Crores | | |
| Madhusudan Ekambaram | | NIL | | |
| Karthikeyan Krishnaswamy | | NIL | | |
| 2022-23 | | | | |
| Vivek Veda | | 1.43 Crores | | |
| Madhusudan Ekambaram | | NIL | | |
| Karthikeyan Krishnaswamy | | NIL | | |
| 2021-22 | | | | |
| Vivek Veda | | 81.70 Lakhs | | |
| Madhusudan Ekambaram | | NIL | | |
| Karthikeyan Krishnaswamy | | NIL | | |
| 4. Related party transactions entered during the last 3 (three) financial years immediately preceding the year of circulation of this Private Placement offer cum application letter including with regard to loans made or, guarantees given or securities provided: | | | | |
| Transaction | Related Party | 31-03-2025 | 31-03-2024 | 31-03-2023 |
| | | (in lakhs) | (in lakhs) | (in lakhs) |
| Amount owed by related parties | Finnovation tech solutions Private Limited. | - | - | 2,666.40 |
| Amount owed by related parties | Finnovation tech solutions Private Limited. | 1446.20 | 1,217.67 | - |
| Sale of Services | Finnovation tech solutions Private Limited. | 266.23 | 103.05 | 8665.99 |
| Interest Income | Anish Gupta | 0.08 | 0.13 | - |
| Purchase of services | Finnovation tech solutions Private Limited | 38960.38 | 33984.02 | 20227.72 |
| Securities premium | Finnov Private Limited | - | 2262.10 | - |
| Amount owed to related parties | Finnovation Tech Solutions Private Limited | 7898.80 | 7,363.75 | 374.60 |
| Amount owed to related parties | Finnov Private Limited | - | 0.02 | 0.02 |
| Amount owed to related parties | Directors | - | - | 0.09 |
| Amount owed to related parties | Finnovation Tech Solutions Private Limited | 185.50 | 405.40 | 136.04 |

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| | | | | |
|---|------------------------------|------------------------|--------|-------|
| Borrowings from related party | Finnov Private Limited | - | - | - |
| Outstanding Personal Loan (including accrued interest) | Anish Gupta | - | 0.75 | - |
| Outstanding Non-Convertible Debentures (including accrued interest) | Krishnaswamy Bhanumath | - | 80.27 | - |
| | Vani Jain | 30.12 | 20.08 | - |
| | Nutan Soudagar | 80.33 | - | 70.00 |
| | Madhusudan Ekambaram | 301.23 | - | - |
| | Anil Veda | 20.08 | 20.07 | 10.00 |
| | Sreenidhi Sattanathan | - | 50.20 | - |
| | Vibha Veda | 20.08 | 20.07 | 20.00 |
| | Vivek Veda | 261.07 | 100.39 | 20.00 |
| | Marappa Krishnaswamy | - | 20.07 | - |
| | Marappa Krishnaswamy HUF | 100.41 | - | - |
| | Krishnaswamy Karthikeyan HUF | 200.82 | - | - |
| | AV Consultancy Services | 20.08 | - | - |
| | Finance Cost | Finnov Private Limited | | - |
| Sreenidhi Sattanathan | | 1.36 | 5.41 | - |
| Krishnaswamy Bhanumathi | | 3.90 | 6.94 | - |
| Madhusudan Ekambaram | | 23.01 | 40.73 | 8.98 |
| Nutan Soudagar | | 9.47 | 8.42 | 8.04 |
| Anil Veda | | 2.29 | 2.23 | 1.08 |
| Vani Jain | | 2.85 | 2.16 | 5.99 |
| Vibha Veda | | 2.51 | 2.50 | 2.17 |
| Vivek Veda | | 29.98 | 11.16 | 2.17 |
| Marappa Krishnaswamy | | 0.97 | 1.73 | - |
| Sattanathan Viswanathan | | - | 2.41 | - |
| Marappa Krishnaswamy HUF | | 7.67 | - | - |
| Krishnaswamy Karthikeyan HUF | | 15.34 | - | - |
| AV Consultancy Services | | 0.90 | - | - |
| Issue of non-convertible debentures | Madhusudan Ekambaram | 300.00 | 400.00 | - |
| | Nutan Soudagar | 80.00 | - | 70.00 |
| | Anil Veda | 20.00 | 20.00 | 10.00 |
| | Vani Jain | 30.00 | 20.00 | - |
| | Vibha Veda | 20.00 | 20.00 | 20.00 |
| | Vivek Veda | 260.00 | 100.00 | 20.00 |
| | Krishnaswamy Bhanumathi | - | 80.00 | - |
| | Marappa Krishnaswamy | - | 20.00 | - |
| | Sreenidhi Sattanathan | - | 50.00 | - |
| | Marappa Krishnaswamy HUF | 100.00 | - | - |
| | Krishnaswamy Karthikeyan HUF | 200.00 | - | - |

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| | | | | |
|---|--|--------|--------|-------|
| | AV Consultancy Services | 20.00 | - | - |
| Redemption of non-convertible debentures | Madhusudan Ekambaram | - | 400.00 | 90.00 |
| | Nutan Soudagar | - | 70.00 | 70.00 |
| | Anil Veda | 20.00 | 10.00 | - |
| | Vani Jain | 20.00 | - | 60.00 |
| | Vivek Veda | 100.00 | 20.00 | 20.00 |
| | Vibha Veda | 20.00 | 20.00 | 20.00 |
| | Sattanathan Viswanathan | - | 20.00 | - |
| | Krishnaswamy Bhanumathi | 80.00 | - | - |
| | Marappa Krishnaswamy | 20.00 | - | - |
| | Sreenidhi Sattanathan | 50.00 | - | - |
| 5. Summary of reservations or qualifications or adverse remarks of auditors in the last 5 (five) financial years immediately preceding the year of issue of private placement basis offer cum application letter and of their impact on the financial statements and financial position of the Company and the corrective steps taken and proposed to be taken by the Company for each of the said reservations or qualifications or adverse remark | Not Applicable | | | |
| 6. Details of any inquiry, inspections or investigations initiated or conducted under the Companies Act or any previous company law in the last 3 (three) years immediately preceding the year of issue of Private Placement offer cum application letter in the case of the Company and all of its subsidiaries. Also if there were any were any prosecutions filed (whether pending or not) fines imposed, compounding of offences in the last 3 (three) years immediately preceding the year of the Private Placement offer cum application letter and if so, section-wise details thereof for the Company and all of its subsidiaries | In exercise of its powers under Section 206 of the Companies Act, 2013, the Registrar of Companies, Karnataka on January 13, 2022, sought information on the statutory documents such as minutes, statutory registers, business operations and the shareholding of the Company including details of foreign investments received by the Company. The Company duly complied and submitted all the requisite documents. | | | |
| 7. Details of acts of material frauds committed against the Company in the last 3 (three) years, if any, and if so, the action taken by the company | Not Applicable | | | |

6. Financial Position of the Company:

The capital structure of the Company in the following manner in a tabular form as on date:

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| | | | | |
|--|---|-----------------------------|--------------------|------------------------------|
| The authorised, issued, subscribed and paid up capital (number of securities, description and aggregate nominal value) | Share Capital | No of Shares | INR | |
| | Authorised Share Capital | | | |
| | Equity Shares of INR 10/- each | 3,53,00,000 | 353,00,00,000 | |
| | Compulsory Convertible Preference Shares of INR 18,000/- each | 56,0,000 | 1008,00,00,000 | |
| | TOTAL | | 13,61,00,00,000 | |
| | Issued, Subscribed and Fully Paid-up | | | |
| | Equity Shares of INR 10 each, fully paid-up | 22,54,62,800 | 225,46,28,000 | |
| | Compulsory Convertible Preference Shares of INR 18,000/- each | 4,77,866 | 860,15,88,000 | |
| TOTAL | | 10,85,62,16,000 | | |
| Size of the Present Offer | <p>Issue up to 27,500 (Twenty Seven Thousand Five Hundred) senior, secured, listed, rated, taxable, transferable, redeemable, non-convertible debentures of the face value of INR 1,00,000/- (Indian Rupees One Lakh Only) each aggregating to INR 275,00,00,000/- (Indian Rupees Two Hundred Seventy Five Crore Only) (“Debentures”/“NCDs”) comprising of:</p> <p>a. a base issue of up to 17,500 (Seventeen Thousand Five Hundred) senior, secured, listed, rated, taxable, transferable, redeemable, non-convertible debentures of the face value of INR 1,00,000/- (Indian Rupees One Lakh Only) each aggregating to INR 175,00,00,000/- (Indian Rupees One Hundred Seventy Five Crore Only); and</p> <p>b. a green shoe option of up to 10,000 (Ten Thousand) senior, secured, listed, rated, taxable, transferable, redeemable, non-convertible debentures of the face value of INR 1,00,000/- (Indian Rupees One Lakh Only) each aggregating to INR 100,00,00,000/- (Indian Rupees One Hundred Crore Only) (“Green Shoe Option”).</p> | | | |
| <p>Paid-up Capital:</p> <p>a) After the offer:</p> <p>b) After the conversion of Convertible Instruments (if applicable)</p> | No Change, since the offer pertains to issuance of Non-Convertible Debentures | | | |
| <p>Share Premium Account:</p> <p>a) Before the offer:</p> <p>b) After the offer:</p> | No Change, since the offer pertains to issuance of Non-Convertible Debentures | | | |
| <p>Details of the existing share capital of the Issuer in tabular form, indicating therein with regard to each allotment, the date of the allotment, the number of shares allotted, the face value of the shares allotted, the price and the form of consideration.:</p> | | | | |
| Date of Allotment | No. of Shares allotted | Face value of shares | Issue Price | Form of Consideration |
| March 16, 2016 | 10 | 10/- | 10 | Cash |
| March 16, 2016 | 9990 | 10/- | 10 | Cash |
| August 16, 2016 | 10408 | 10/- | 3162 | Cash |

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| | | | | |
|--------------------|--------------|----------|-----------|------------------------------------|
| July 28, 2017 | 18822 | 10/- | 3162 | Cash |
| November 17, 2017 | 88312 | 10/- | 3162 | Cash |
| September 12, 2018 | 41468 | 10/- | 3500 | Cash |
| November 15, 2018 | 144440 | 10/- | 3500 | Cash |
| January 11, 2019 | 100665 | 10/- | 3500 | Cash |
| March 1, 2019 | 203171 | 10/- | 3500 | Cash |
| March 28, 2019 | 39240 | 10/- | 3500 | Cash |
| July 30, 2019 | 99807 | 10/- | 3500 | Cash |
| March 26, 2021 | 3,13,900 | 10/- | 6700 | Cash |
| September 02, 2021 | 53,619 | 10/- | 6880 | Conversion of ECB to equity shares |
| December 02, 2022 | 1,42,260 | 18,000/- | 24,175.13 | Cash |
| December 08, 2022 | 24,202 | 18,000/- | 24,175.13 | Cash |
| January 18, 2023 | 2,03,507 | 18,000/- | 24,175.13 | Cash |
| January 27, 2023 | 19,680 | 18,000/- | 24,175.13 | Cash |
| November 29, 2023 | 9361 | 10/- | 24,175.13 | Cash |
| April 16, 2025 | 22,43,35,486 | 10/- | - | Bonus issue |
| July 20, 2025 | 10,826 | 10/- | - | ESOP Allotment |
| July 20, 2025 | 21,54,374 | 10/- | - | ESOP Bonus Allotment |

Shareholding pattern of the Issuer

Equity Shares:

| Sr. No. | Name of the Shareholder / Particulars | Class | Total Number of equity shares | Total percentage (%) of Shareholding | Number of shares held in Demat Form |
|---------|--|--------|-------------------------------|--------------------------------------|-------------------------------------|
| 1 | Newquest Asia Fund IV (Singapore) Pte. Limited. | Equity | 5,36,26,800 | 23.79% | 5,36,26,800 |
| 2 | PI Opportunities Fund I | Equity | 5,24,16,800 | 23.25% | 5,24,16,800 |
| 3 | Alpine Opportunity Fund IV L.P. | Equity | 3,27,27,000 | 14.52% | 3,27,27,000 |
| 4 | Business Excellence Trust III - India Business Excellence Fund III | Equity | 2,40,69,600 | 10.68% | 2,40,69,600 |
| 5 | Madhusudan Ekambaram | Equity | 1,55,43,600 | 6.89% | 1,55,43,600 |
| 6 | Mirae Asset - Naver Asia Growth Investment Pte. Ltd. | Equity | 1,07,98,000 | 4.79% | 1,07,98,000 |
| 7 | Alpine Opportunity Fund I L.P. | Equity | 57,55,200 | 2.55% | 57,55,200 |
| 8 | Unitary Fund | Equity | 55,95,000 | 2.48% | 55,95,000 |
| 9 | Krishnaswamy Karthikeyan | Equity | 53,75,600 | 2.38% | 53,75,600 |
| 10 | India Business Excellence Fund IV | Equity | 63,88,400 | 2.83% | 63,88,400 |

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| | | | | | |
|----|--|--------|-----------|-------|-----------|
| 11 | Wiseanya Limited | Equity | 38,93,800 | 1.73% | 38,93,800 |
| 12 | PI Opportunities Fund-II | Equity | 28,27,000 | 1.25% | 28,27,000 |
| 13 | India Sme Investments -Fund I | Equity | 14,01,200 | 0.62% | 14,01,200 |
| 14 | ICICI Bank Ltd | Equity | 13,21,800 | 0.59% | 13,21,800 |
| 15 | Fincrest Management Advisors Pte. Ltd. | Equity | 12,43,000 | 0.55% | 12,43,000 |
| 16 | Others | Equity | 24,80,000 | 1.10% | 24,80,000 |

Compulsorily Convertible Preference Shares (“CCPS”)

| Sr. No. | Name of the Shareholder / Particulars | Class | Total Number of Preference shares | Total percentage (%) of Shareholding | Number of shares held in Demat Form |
|--------------|---|---------------|-----------------------------------|--------------------------------------|-------------------------------------|
| 1 | PI Opportunities Fund I | Series D CCPS | 66,350 | 13.88% | 66,350 |
| 2 | PI Opportunities Fund II | Series D CCPS | 15,709 | 3.29% | 15,709 |
| 3 | Indian Business Excellence Fund IV | Series D CCPS | 64,149 | 13.42% | 64,149 |
| 4 | NewQuest Asia Fund IV (Singapore) Pte. Ltd. | Series D CCPS | 29,939 | 6.27% | 29,939 |
| 5 | MUFG Bank, Ltd. | Series D CCPS | 31,158 | 6.52% | 31,158 |
| 6 | Wiseanya Limited | Series D CCPS | 2,49,581 | 52.23% | 2,49,581 |
| 7 | Mirea Asset Late Stage Opportunities Fund | Series D CCPS | 20,980 | 4.39% | 20,980 |
| Total | | | 4,77,866 | 100.00% | 4,77,866 |

Details of allotments made by the Company in the last one year prior to the date of this Private Placement Offer cum Application Letter for consideration other than cash and details of the consideration in each case.

Nil

Profits of the Company, before and after making provision for tax, for the 3 (three) financial years immediately preceding the date of circulation of private placement Offer cum Application Letter

| FY | PBT (in INR Cr) | PAT (in INR Cr) |
|---------|-----------------|-----------------|
| FY 2025 | 296.81 | 221.22 |
| FY 2024 | 268.39 | 200.36 |
| FY 2023 | 87.50 | 65.10 |

Dividends declared by the Company in respect of the said 3 (three) financial years; interest coverage ratio for

The Company has declared Interim Dividend in the FY 23-24.

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| | |
|--|--|
| last three years (cash profit after tax plus interest paid/interest paid) | |
| A summary of the financial position of the Company as in the 3 (three) audited balance sheets immediately preceding the date of circulation of this Private Placement Offer cum Application Letter | Annexure 1 |
| Audited Cash Flow Statement for the 3 (three) years immediately preceding the date of circulation of this private placement Offer cum Application Letter | Annexure 1 |
| Any change in accounting policies during the last 3 (three) years and their effect on the profits and the reserves of the Company | The Company has adopted Indian Accounting Standards (IND-AS) as per the applicable regulations and pursuant to Section 133 of Companies Act, 2013 read with Companies (Indian Accounting Standard) Rules, 2015. Previous year figures have been restated to conform to IND-AS. |

7. DECLARATION (To be provided by the Directors)

- a. The Company has complied with the provisions of the Companies Act, 2013 and the rules made thereunder;
- b. The compliance with the Companies Act and the rules does not imply that payment of dividend or interest or repayment of the Debentures, if applicable, 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 Private Placement Offer cum Application Letter;

I am authorized by the Finance Committee of the Company *vide* resolution no. 09 dated July 30, 2025, to sign this form and declare that all the requirements of Companies Act, 2013 and the rules made thereunder in respect of the subject matter of this form and matters incidental thereto have been complied with.

Whatever is stated in this form and in the attachments thereto is true, correct and complete and no information material to the subject matter of the Private Placement Offer cum Application Letter has been suppressed or concealed and is as per the original records maintained by the promoters subscribing to the Memorandum of Association and Articles of Association.

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

For **Krazybee Services Limited (Formerly known as Krazybee Services Private Limited)**

Authorized Signatory
Name: Vivek Veda
Designation: Director
DIN: 07560229
Date: September 11, 2025
Place: Bengaluru

Enclosed

Key Information Memorandum
Srl No: 06/2025-26
Date: September 11, 2025

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Copy of Shareholders Resolution
Copy of Finance Committee Resolution

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PART – B
(To Be filled by the applicant)

| Sl. No. | Particulars | Details |
|---------|--|--|
| 1 | Name | |
| 2 | Father's Name | |
| 3 | Complete Address (including Flat/ House Number, Street, Locality, Pin Code) | |
| 4 | Phone Number, if any | |
| 5 | Email ID, if any | |
| 6 | PAN Number | |
| 7 | Bank Account Details | |
| 8 | Number of Non-Convertible Debentures subscribed | |
| 9 | Total value of Non-Convertible Debentures subscribed | |
| 10 | “Tick whichever is applicable:- (a) The applicant is not required to obtain Government approval under the Foreign Exchange Management (Non-debt Instruments) Rules, 2019 prior to subscription of shares. (b) The applicant is required to obtain Government approval under the Foreign Exchange Management (Non-debt Instruments) Rules, 2019 prior to subscription of shares and the same has been obtained, and is enclosed herewith. | <input type="checkbox"/> <input type="checkbox"/> |

Authorised Signatory

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

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ANNEXURE 1

KRAZYBEE SERVICES PRIVATE LIMITED
Balance sheet
(All amounts are in Rs. Lakhs, unless otherwise stated)

| S.No | Particulars | Note | As at March 31, 2025 | As at March 31, 2024 |
|--------------------------------------|---|--------|-------------------------|-------------------------|
| ASSETS | | | | |
| (1) Financial assets | | | | |
| (a) | Cash and cash equivalents | 3(i) | 18,222.24 | 21,510.17 |
| (b) | Bank balance other than (a) above | 3(ii) | 21,308.96 | 7,347.26 |
| (c) | Trade receivables | 4 | 1,443.36 | 416.27 |
| (d) | Loans | 5 | 564,920.66 | 456,693.19 |
| (e) | Other financial assets | 6 | 4,915.03 | 5,307.66 |
| | | | 610,810.25 | 491,274.55 |
| (2) Non-financial assets | | | | |
| (a) | Current tax assets (net) | 7 | 10.34 | 994.20 |
| (b) | Deferred tax assets (net) | 8 | 9,283.53 | 6,962.89 |
| (c) | Property, plant and equipment | 9 | 469.02 | 318.08 |
| (d) | Right of use asset | 36(ia) | 2,012.94 | 1,637.24 |
| (e) | Intangible assets under development | 10 | - | 51.07 |
| (f) | Other intangible assets | 11 | 66.04 | 9.85 |
| (g) | Other non-financial assets | 12 | 2,345.69 | 2,845.22 |
| | | | 14,187.56 | 12,818.55 |
| TOTAL ASSETS | | | 624,997.81 | 504,093.10 |
| LIABILITIES AND EQUITY | | | | |
| (1) Financial liabilities | | | | |
| (a) Trade payables | | | | |
| | (i) total outstanding dues of micro enterprises and small enterprises | 13 | 987.59 | 1,401.67 |
| | (ii) total outstanding dues of creditors other than micro enterprises and small enterprises | | 13,077.00 | 11,481.67 |
| (b) | Debt securities | 14 | 161,635.21 | 120,184.10 |
| (c) | Borrowings (other than debt securities) | 15 | 198,705.63 | 153,787.36 |
| (d) | Other financial liabilities | 16 | 9,745.57 | 7,720.12 |
| | | | 384,151.00 | 294,574.92 |
| (2) Non-financial liabilities | | | | |
| (a) | Current tax liabilities (net) | 17 | 35.66 | - |
| (b) | Provisions | 18 | 723.97 | 776.43 |
| (c) | Other non-financial liabilities | 19 | 4,505.27 | 3,707.81 |
| | | | 5,264.90 | 4,484.24 |
| (3) EQUITY | | | | |
| (a) | Equity share capital | 20(b) | 112.73 | 112.73 |
| (b) | Instruments entirely equity in nature | 20(b) | 86,015.88 | 86,015.88 |
| (c) | Other equity | 21 | 149,453.30 | 118,905.33 |
| | | | 235,581.91 | 205,033.94 |
| TOTAL LIABILITIES AND EQUITY | | | 624,997.81 | 504,093.10 |


The accompanying notes are an integral part of the Financial Statements.

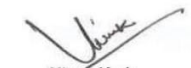
As per our report of even date
For TATTVAM & Co.
Chartered Accountants
Firm Registration No: 015048N


CA Sagar Arora
Partner
Membership No.: 520999
Place: New Delhi
Date: May 28, 2025
UDIN:



For and on behalf of the Board of Directors of
KrazyBee Services Private Limited
CIN: U65100KA2016PTC086990


Madhusudan Ekambaram
Director
DIN: 07442577
Place: Bengaluru
Date: May 28, 2025


Vijay Veda
Director
DIN: 07560229
Place: Bengaluru
Date: May 28, 2025


Pallavi Lingaraju
Company Secretary
Membership No: A56733
Place: Bengaluru
Date: May 28, 2025



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

KRAZYBEE SERVICES PRIVATE LIMITED
Statement of profit and loss
(All amounts are in Rs. Lakhs, unless otherwise stated)

| Sl. No. | Particulars | Note | For the year ended March 31, 2025 | For the year ended March 31, 2024 |
|-----------|--|------|-----------------------------------|-----------------------------------|
| | Revenue from operations | | | |
| (i) | Interest income | 22 | 158,966.07 | 122,583.41 |
| (ii) | Fees and commission income | 23 | 59,535.39 | 16,878.72 |
| (iii) | Net gain on fair value changes | 24 | 86.25 | 463.58 |
| 1 | Total revenue from operations | | 218,587.71 | 139,925.71 |
| 2 | Other income | 25 | 95.75 | 107.01 |
| 3 | Total income (1+2) | | 218,683.46 | 140,032.72 |
| | Expenses | | | |
| (i) | Finance costs | 26 | 37,520.32 | 23,510.14 |
| (ii) | Fees and commission expense | 27 | 17,144.72 | 11,107.50 |
| (iii) | Impairment on financial instruments | 28 | 76,213.35 | 43,188.23 |
| (iv) | Employee benefits expenses | 29 | 30,419.00 | 18,834.64 |
| (v) | Depreciation and amortization expense | 30 | 883.58 | 364.67 |
| (vi) | Other expenses | 31 | 26,821.61 | 16,188.87 |
| 4 | Total expenses | | 189,002.58 | 113,194.05 |
| 5 | Profit before tax (3-4) | | 29,680.88 | 26,838.67 |
| | Tax expense: | 32 | | |
| | (1) Current tax | | 9,895.23 | 11,229.53 |
| | (2) Deferred tax credit | | (2,314.04) | (4,544.64) |
| | (3) Tax in respect of earlier years | | (21.98) | 117.96 |
| 6 | Total tax expense | | 7,559.21 | 6,802.85 |
| 7 | Profit for the year (5-6) | | 22,121.67 | 20,035.82 |
| 8 | Other comprehensive Income (OCI) | | | |
| (i) | Items that will not be reclassified to profit or loss | | (26.23) | (1.96) |
| | Gain/(Loss) on remeasurement of defined benefit plans | | | |
| (ii) | Income tax relating to items that will not be reclassified to profit or loss | | 6.60 | 0.49 |
| | Total other comprehensive loss for the year (net of tax) | | (19.63) | (1.47) |
| 9 | Total comprehensive income for the year (7+8) | | 22,102.04 | 20,034.35 |
| 10 | Earnings per equity share | | | |
| | Basic (Rs.) | | 1,962.33 | 1,787.12 |
| | Diluted (Rs.) | | 1,297.11 | 1,264.32 |

Summary of material accounting policies

2

The accompanying notes are an integral part of the Financial Statements.

As per our report of even date
For TATTVAM & Co.
Chartered Accountants
Firm Registration No: 015048N

CA Sagar Arora
Partner
Membership No.: 520999
Place: New Delhi
Date: May 28, 2025
UDIN:



For and on behalf of the Board of Directors of
KrazyBee Services Private Limited
CIN: U65100KA2016PTC086990

Madhusudan Ekambaram
Director
DIN: 07442577
Place: Bengaluru
Date: May 28, 2025

Vivek Veda
Director
DIN: 07560229
Place: Bengaluru
Date: May 28, 2025

Pallavi Lingaraju
Company Secretary
Membership No: A56733
Place: Bengaluru
Date: May 28, 2025



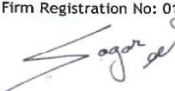
(This Key Information Document is neither a prospectus nor a statement in lieu of prospectus)

KRAZYBEE SERVICES PRIVATE LIMITED
Statement of Cash Flows
(All amounts are in Rs. Lakhs, unless otherwise stated)

| Particulars | Year ended March 31, 2025 | Year ended March 31, 2024 |
|--|------------------------------|------------------------------|
| Cash flow from operating activities: | | |
| Profit before tax | 29,680.88 | 26,838.67 |
| Adjustments for: | | |
| Interest Income | (157,849.06) | (122,079.86) |
| Depreciation and amortization expense | 883.58 | 364.67 |
| Interest income from investments | (1,091.06) | (492.25) |
| Realised gain on sale of investments | (86.25) | (463.58) |
| Impairment on financial instruments | 76,213.35 | 43,188.23 |
| Share-based payment expense | 8,101.39 | 6,062.97 |
| Finance cost | 37,213.19 | 23,403.66 |
| Interest income on security deposits | (25.95) | (11.30) |
| Interest on lease liability | 307.13 | 106.48 |
| Cash inflow from interest on loans | 159,367.82 | 117,519.12 |
| Cash outflow towards finance cost | (38,018.97) | (23,001.61) |
| Cash generated from operations before working capital changes | 114,696.05 | 71,435.20 |
| Working capital changes: | | |
| (Increase) in loans | (186,319.45) | (262,282.92) |
| Decrease / (Increase) in trade receivables | (1,027.09) | 2,250.13 |
| Decrease in other financial assets | 374.71 | 654.05 |
| Decrease / (Increase) in other non-financial assets | 499.53 | (1,043.80) |
| Increase in trade payables | 1,525.79 | 10,803.71 |
| Increase / (Decrease) in provisions | (78.69) | 537.75 |
| Increase in other financial liabilities | 1,518.67 | 5,768.96 |
| Increase in other non-financial liabilities | 1,157.33 | 1,171.20 |
| Cash (used in) operations | (67,653.15) | (170,705.71) |
| Income tax paid (net of refunds) | (8,853.75) | (10,990.31) |
| Net cash flows (used in) operating activities (A) | (76,506.90) | (181,696.02) |
| Cash flow from investing activities: | | |
| Purchase of property, plant and equipment and intangible assets | (394.42) | (384.18) |
| Sale of property, plant and equipment and intangible assets | 0.05 | 0.21 |
| Purchase of investments in mutual funds | (114,000.00) | (347,900.00) |
| Proceeds from liquidation of investments in mutual funds | 114,086.25 | 361,556.73 |
| Net investments in fixed deposits | (13,986.30) | (2,486.00) |
| Interest received on investments | 1,115.66 | 475.86 |
| Net cash (used in) / generated from investing activities (B) | (13,178.74) | 11,262.61 |
| Cash flow from financing activities: | | |
| Issue of CCPS (including securities premium & net of share issue expenses) | - | 20,974.17 |
| Proceeds from issue of equity share capital (including securities premium) | - | 2,263.04 |
| Debt securities issued | 156,037.54 | 134,495.00 |
| Debt securities repaid | (113,902.82) | (86,287.57) |
| Borrowings other than debt securities raised | 290,834.95 | 210,504.11 |
| Borrowings other than debt securities repaid | (256,050.24) | (130,961.50) |
| Movement in overdraft (Net) | 10,255.73 | 16,460.11 |
| Dividends paid (including related income tax) | - | (3,354.56) |
| Payment of lease liability | (777.45) | (343.35) |
| Net cash generated from financing activities (C) | 86,397.71 | 163,749.43 |
| Net (decrease) in cash and cash equivalents (A + B + C) | (3,287.93) | (6,683.97) |
| Cash and cash equivalents at the beginning of the period | 21,510.17 | 28,194.14 |
| Cash and cash equivalents at the end of the year* | 18,222.24 | 21,510.17 |

*Cash and cash equivalents presented in the cash flow statement consist of cash on hand and unencumbered & highly liquid bank balances. Also refer to Note 45

As per our report of even date
For TATTVAM & Co.
Chartered Accountants
Firm Registration No: 015048N


CA Sagar Arora
Partner
Membership No.: 520999
Place: New Delhi
Date: May 28, 2025
UDIN:



For and on behalf of the Board of Directors of
KrazyBee Services Private Limited
CIN:U65100KA2016PTC086990


Madhusudan Ekambaram
Director
DIN: 07442577
Place: Bengaluru
Date: May 28, 2025


Vijay Veda
Director
DIN: 07560229
Place: Bengaluru
Date: May 28, 2025




Pallavi Lingaraju
Company Secretary
Membership No: A56733
Place: Bengaluru
Date: May 28, 2025

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

KRAZYBEE SERVICES PRIVATE LIMITED
Balance sheet
(All amounts are in Rs. Lakhs, unless otherwise stated)

| S.No | Particulars | Note | As at March 31, 2024 | As at March 31, 2023 |
|-------------------------------|---|--------|-------------------------|-------------------------|
| ASSETS | | | | |
| (1) | Financial assets | | | |
| (a) | Cash and cash equivalents | 3(i) | 21,510.17 | 28,194.14 |
| (b) | Bank balance other than (a) above | 3(iii) | 7,347.26 | 4,844.87 |
| (c) | Trade receivables | 4 | 416.27 | 2,666.40 |
| (d) | Loans | 5 | 456,693.19 | 231,831.62 |
| (e) | Investments | 6 | - | 13,193.16 |
| (f) | Other financial assets | 7 | 5,307.66 | 6,023.68 |
| | | | 491,274.55 | 286,753.87 |
| (2) | Non-financial assets | | | |
| (a) | Current tax assets (net) | 8 | 994.20 | 1,351.38 |
| (b) | Deferred tax assets (net) | 9 | 6,962.89 | 2,417.75 |
| (c) | Property, plant and equipment | 10 | 318.08 | 73.68 |
| (d) | Right of use asset | 37(ia) | 1,637.24 | 319.84 |
| (e) | Intangible assets under development | 11 | 51.07 | - |
| (f) | Other intangible assets | 12 | 9.85 | 4.78 |
| (g) | Other non-financial assets | 13 | 2,845.22 | 1,801.42 |
| | | | 12,818.55 | 5,968.85 |
| | TOTAL ASSETS | | 504,093.10 | 292,722.72 |
| LIABILITIES AND EQUITY | | | | |
| (1) | Financial liabilities | | | |
| (a) | Trade payables | | | |
| | (i) total outstanding dues of micro enterprises and small enterprises | 14 | 1,401.67 | 195.42 |
| | (ii) total outstanding dues of creditors other than micro enterprises and small enterprises | | 11,446.55 | 1,884.21 |
| (b) | Debt securities | 15 | 120,184.10 | 72,050.90 |
| (c) | Borrowings (other than debt securities) | 16 | 153,787.36 | 57,308.37 |
| (d) | Other financial liabilities | 17 | 7,720.12 | 662.66 |
| | | | 294,539.80 | 132,101.56 |
| (2) | Non-financial liabilities | | | |
| (a) | Provisions | 18 | 776.43 | 236.72 |
| (b) | Other non-financial liabilities | 19 | 3,742.93 | 1,330.47 |
| | | | 4,519.36 | 1,567.19 |
| (3) | EQUITY | | | |
| (a) | Equity share capital | 20(b) | 112.73 | 111.79 |
| (b) | Instruments entirely equity in nature | 20(b) | 86,015.88 | 70,136.82 |
| (c) | Other equity | 21 | 118,905.33 | 88,805.36 |
| | | | 205,033.94 | 159,053.97 |
| | TOTAL LIABILITIES AND EQUITY | | 504,093.10 | 292,722.72 |

The accompanying notes are an integral part of the Financial Statements.

As per our report of even date
For ASC B Associates
Chartered Accountants
Firm Registration No. 011563N



CA Dinesh Singh
Partner
Membership No: 097345
Place: New Delhi
Date: May 29, 2024
UDIN: 24097345 BKHLXK6499

For and on behalf of the Board of Directors of
KrazyBee Services Private Limited
CIN:U65100KA2016PTCDB6990

E. Madhukar
Madhusudan Ekambaram
Director
DIN:07442577
Place: Bengaluru
Date: May 29, 2024

Vivek Veda
Vivek Veda
Director
DIN: 07560229
Place: Bengaluru
Date: May 29, 2024

Pallavi Lingaraju
Pallavi Lingaraju
Company Secretary
Membership No: A56733
Place: Bengaluru
Date: May 29, 2024

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

KRAZYBEE SERVICES PRIVATE LIMITED
Statement of profit and loss
(All amounts are in Rs. Lakhs, unless otherwise stated)

| Sl. No. | Particulars | Note | For the year ended March 31, 2024 | For the year ended March 31, 2023 |
|---------|---|------|-----------------------------------|-----------------------------------|
| | Revenue from operations | | | |
| (i) | Interest income | 22 | 122,583.41 | 47,774.98 |
| (ii) | Fees and commission income | 23 | 16,878.72 | 17,070.38 |
| (iii) | Net gain on fair value changes | 24 | 463.58 | 451.60 |
| (iv) | Other operating income | 25 | - | 6,403.83 |
| 1 | Total revenue from operations | | 139,925.71 | 71,700.79 |
| 2 | Other income | 26 | 107.01 | 67.11 |
| 3 | Total income (1+2) | | 140,032.72 | 71,767.90 |
| | Expenses | | | |
| (i) | Finance costs | 27 | 23,510.14 | 16,454.64 |
| (ii) | Fees and commission expense | 28 | 11,107.50 | 14,652.80 |
| (iii) | Impairment on financial instruments | 29 | 43,188.23 | 24,853.22 |
| (iv) | Employee benefits expenses | 30 | 18,834.64 | 3,736.74 |
| (v) | Depreciation and amortization expense | 31 | 364.67 | 165.15 |
| (vi) | Other expenses | 32 | 16,188.87 | 3,155.58 |
| 4 | Total expenses | | 113,194.05 | 63,018.13 |
| 5 | Profit before tax (3-4) | | 26,838.67 | 8,749.77 |
| | Tax expense: | 33 | | |
| | (1) Current tax | | 11,229.53 | 2,247.31 |
| | (2) Deferred tax credit | | (4,544.64) | (89.74) |
| | (3) Tax in respect of earlier years | | 117.96 | 83.35 |
| 6 | Total tax expense | | 6,802.85 | 2,240.92 |
| 7 | Profit for the year (5-6) | | 20,035.82 | 6,508.85 |
| 8 | Other comprehensive income (OCI) | | | |
| | (i) Items that will not be reclassified to profit or loss | | (1.96) | (18.77) |
| | Gain/(Loss) on remeasurement of defined benefit plans | | | |
| | (ii) Income tax relating to items that will not be reclassified to profit or loss | | 0.49 | 4.72 |
| | Total other comprehensive loss for the year (net of tax) | | (1.47) | (14.05) |
| 9 | Total comprehensive income for the year (7+8) | | 20,034.35 | 6,494.80 |
| 10 | Earnings per equity share | | | |
| | Basic (Rs.) | | 1,787.12 | 579.22 |
| | Diluted (Rs.) | | 1,325.21 | 532.55 |

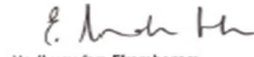
Summary of material accounting policies
The accompanying notes are an integral part of the Financial Statements.

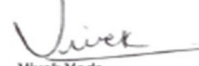
As per our report of even date
For ASC & Associates
Chartered Accountants
Firm Registration No: 013803H


Denesh Singh
Partner
Membership No: 097345
Place: New Delhi
Date: May 29, 2024

UDIN: 240973458KH61XK6499

For and on behalf of the Board of Directors of
KrazyBee Services Private Limited
CIN: U65100KA2016PTC086990


Madhusudan Ekambaram
Director
DIN: 07442577
Place: Bengaluru
Date: May 29, 2024


Vivek Veda
Director
DIN: 07560229
Place: Bengaluru
Date: May 29, 2024


Pallavi Lingaraju
Company Secretary
Membership No: A56733
Place: Bengaluru
Date: May 29, 2024

Key Information Memorandum
 Srl No: 06/2025-26
 Date: September 11, 2025

Private and Confidential
 For Private Circulation Only

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

KRAZYBEE SERVICES PRIVATE LIMITED
 Statement of Cash Flows
 (All amounts are in ₹Lakhs, unless otherwise stated)

| Particulars | Year ended March 31, 2024 | Year ended March 31, 2023 |
|--|------------------------------|------------------------------|
| Cash flow from operating activities: | | |
| Profit before tax | 26,838.67 | 8,749.77 |
| Adjustments for: | | |
| Interest Income | (122,091.16) | (47,275.83) |
| Depreciation and amortization expense | 364.67 | 165.15 |
| Interest Income from Investments | (492.25) | (499.15) |
| Realised gain on sale of investments | (463.58) | (423.79) |
| Unrealised gain on sale of investments | - | (27.81) |
| Impairment on financial instruments | -3,158.23 | 2,182.24 |
| Share based payment expense | 6,062.97 | 241.49 |
| Finance cost | 23,403.66 | 15,352.56 |
| Interest income on security deposits | (11.30) | (5.83) |
| Interest on lease liability | 106.48 | 37.09 |
| Cash inflow from interest on loans | 117,530.42 | 50,001.92 |
| Cash outflow towards finance cost | (23,001.61) | (14,405.93) |
| Cash generated from operations before working capital changes | 71,435.20 | 36,762.86 |
| Working capital changes: | | |
| Decrease in bank balances other than cash and cash equivalents | - | 35.91 |
| (Increase) in loans | (262,282.92) | (147,951.83) |
| Decrease in trade receivables | 2,250.13 | 6,874.15 |
| Decrease / (Increase) in other financial assets | 727.32 | (1,470.18) |
| (Increase) in other non-financial assets | (1,117.06) | (1,492.77) |
| Increase in trade payables | 10,768.59 | 1,358.87 |
| Increase in provisions | 537.75 | 104.87 |
| Increase in other financial liabilities | 5,768.96 | 274.51 |
| Increase in other non-financial liabilities | 1,206.32 | 155.81 |
| Cash (used in) operations | (170,705.71) | (105,347.80) |
| Income tax paid (net of refunds) | (10,990.31) | (3,828.48) |
| Net cash flows (used in) operating activities (A) | (181,696.02) | (109,176.28) |
| Cash flow from investing activities: | | |
| Purchase of property, plant and equipment and intangible assets | (384.19) | (41.46) |
| Sale of property, plant and equipment and intangible assets | 0.21 | 0.81 |
| Purchase of Investment in mutual funds | (347,900.00) | (266,443.00) |
| Proceeds from liquidation of Investment in mutual fund | 361,256.73 | 259,899.42 |
| Net investments in fixed deposits | (2,486.00) | (3,661.82) |
| Interest received on investments | 475.86 | 463.24 |
| Net cash (used in)/generated from investing activities (B) | 11,262.61 | (9,782.81) |
| Cash flow from financing activities: | | |
| Issue of CCPS (including securities premium & net of share issue expenses) | 20,974.17 | 92,390.85 |
| Proceeds from issue of equity share capital (including security premium) | 2,263.04 | - |
| Buy back of equity shares (including related income tax) | - | (724.11) |
| Debt securities issued | 134,495.00 | 86,855.00 |
| Debt securities repaid | (86,287.57) | (42,477.54) |
| Borrowings other than debt securities raised | 42,459.07 | 168,701.24 |
| Borrowings other than debt securities repaid | (328,308.36) | (165,036.14) |
| Dividends paid (including related income tax) | (2,354.64) | - |
| Payment of lease liability | (343.35) | (172.19) |
| Net cash generated from financing activities (C) | 163,749.44 | 159,537.11 |
| Net increase / (decrease) in cash and cash equivalents (A + B + C) | (6,683.97) | 20,578.02 |
| Cash and cash equivalents at the beginning of the period | 28,194.14 | 7,616.12 |
| Cash and cash equivalents at the end of the year* | 21,510.17 | 28,194.14 |

*Cash and cash equivalents presented in the cash flow statement consist of cash on hand and unencumbered & highly liquid bank balances.

As per our report of even date

For ASC & Associates

Chartered Accountants

Firm Registered with ICAI, Bangalore

UDIN: 24097345BKHBXK6499

Date: May 29, 2024

Place: New Delhi

Member of Institute of Cost Accountants of India

Member of Institute of Company Secretaries of India

Member of Institute of Tax Practitioners

Member of Institute of Financial Planners

Member of Institute of Business Valuers

Member of Institute of Financial Analysts

Member of Institute of Financial Advisors

Member of Institute of Financial Consultants

Member of Institute of Financial Planners

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Member of Institute of Financial Consultants

Member of Institute of Financial Planners

Member of Institute of Financial Advisors

Member of Institute of Financial Consultants

For and on behalf of the Board of Directors of

KrazyBee Services Private Limited

CIN:U65100KA2016PTC086990

Date: May 29, 2024

Place: Bengaluru

Member of Institute of Company Secretaries of India

Member of Institute of Tax Practitioners

Member of Institute of Financial Planners

Member of Institute of Financial Advisors

Member of Institute of Financial Consultants

Member of Institute of Financial Planners

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Member of Institute of Financial Consultants

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Member of Institute of Financial Consultants

Member of Institute of Financial Planners

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

KRAZYBEE SERVICES PRIVATE LIMITED
Balance Sheet
(All amounts are in Rs. Lakhs, unless otherwise stated)

| S.No | Particulars | Note | As at March 31, 2023 | As at March 31, 2022 |
|-------------------------------|---|-------|-------------------------|-------------------------|
| ASSETS | | | | |
| (1) | Financial assets | | | |
| (a) | Cash and cash equivalents | 3(I) | 28,179.96 | 7,616.12 |
| (b) | Bank balance other than (a) above | 3(II) | 4,805.21 | 1,179.30 |
| (c) | Trade receivables | 4 | 2,666.40 | 9,540.55 |
| (d) | Loans | 5 | 2,31,831.62 | 1,11,496.77 |
| (e) | Investments | 6 | 13,193.16 | 6,197.98 |
| (f) | Other financial assets | 7 | 5,670.55 | 4,551.42 |
| | Sub-Total - Financial Assets | | 2,86,346.90 | 1,40,582.14 |
| (2) | Non-financial assets | | | |
| (a) | Current tax assets (net) | 8 | 1,351.38 | 654.45 |
| (b) | Deferred tax assets (net) | 9 | 2,417.75 | 2,323.29 |
| (c) | Property, plant and equipment | 10 | 73.68 | 60.35 |
| (d) | Right of use asset | | 319.84 | 165.04 |
| (e) | Intangible assets | 11 | 4.78 | 2.75 |
| (f) | Other non-financial assets | 12 | 2,202.88 | 319.39 |
| | Sub-Total - Non-Financial Assets | | 6,370.31 | 3,525.27 |
| | Total assets | | 2,92,717.21 | 1,44,107.41 |
| LIABILITIES AND EQUITY | | | | |
| LIABILITIES | | | | |
| (1) | Financial Liabilities | | | |
| (a) | Trade payables | 13 | | |
| | (i) total outstanding dues of micro enterprises and small enterprises | | 195.42 | 40.70 |
| | (ii) total outstanding dues of creditors other than micro enterprises and small enterprises | | 1,884.21 | 680.06 |
| (b) | Debt securities | 14 | 66,114.94 | 26,799.76 |
| (c) | Borrowings (other than debt securities) | 15 | 63,244.33 | 53,570.33 |
| (d) | Other financial liabilities | 16 | 662.66 | 241.20 |
| | Sub-Total - Financial Liabilities | | 1,32,101.56 | 81,332.05 |
| (2) | Non-financial liabilities | | | |
| (a) | Current tax liabilities (net) | 17 | - | 800.89 |
| (b) | Provisions | 18 | 236.72 | 113.08 |
| (c) | Other non-financial liabilities | 19 | 1,324.96 | 1,210.45 |
| | Sub-Total - Non-Financial Liabilities | | 1,561.68 | 2,124.42 |
| (3) | EQUITY | | | |
| (a) | Equity share capital | 20(a) | 111.79 | 112.38 |
| (b) | Instruments entirely equity in nature | 20(b) | 70,136.82 | - |
| (c) | Other equity | 21 | 88,805.36 | 60,538.56 |
| | Sub-Total - Equity | | 1,59,053.97 | 60,650.94 |
| | Total liabilities and equity | | 2,92,717.21 | 1,44,107.41 |

Summary of significant accounting policies 2
The accompanying notes are an integral part of the Financial Statements.

As per our report of even date
For ASC & Associates
Chartered Accountants
Firm Registration No: 011663N



CA Denesh Singh
Partner
Membership No: 097345
Place: New Delhi
Date: May 29, 2023

UDIN: 23097345B62DPK1405

For and on behalf of the Board of Directors of
KrazyBee Services Private Limited
CIN:U65100KA2016PTC086990

[Signature]
Madhusudan Ekambaram
Director

Madhusudan Ekambaram
Director
DIN:07442577
Place: Bengaluru
Date: May 29, 2023

[Signature]
Karthikeyan Krishnaswamy
Director

Karthikeyan Krishnaswamy
Director
DIN: 07449376
Place: Bengaluru
Date: May 29, 2023

[Signature]
Pallavi Lingaraju
Company Secretary

Pallavi Lingaraju
Company Secretary
Membership No: A56733
Place: Bengaluru
Date: May 29, 2023

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

KRAZYBEE SERVICES PRIVATE LIMITED
Statement of profit and loss
(All amounts are in Rs. Lakhs, unless otherwise stated)

| S.No | Particulars | Note | Year ended March 31, 2023 | Year ended March 31, 2022 |
|-------|---|------|------------------------------|------------------------------|
| | Revenue from operations | | | |
| (i) | Interest income | 22 | 47,774.98 | 17,500.34 |
| (ii) | Fees and commission income | 23 | 23,474.21 | 15,969.40 |
| (iii) | Net gain/(loss) on fair value changes | 24 | 451.60 | 189.71 |
| 1 | Total revenue from operations | | 71,700.79 | 33,659.45 |
| 2 | Other income | 25 | 207.11 | 27.92 |
| 3 | Total Income (1+2) | | 71,907.90 | 33,687.37 |
| | Expenses | | | |
| (i) | Finance costs | 26 | 16,425.09 | 7,532.88 |
| (ii) | Fees and commission expense | 27 | 14,373.25 | 1,679.41 |
| (iii) | Impairment on financial instruments | 28 | 24,853.22 | 16,183.78 |
| (iv) | Employee benefits expenses | 29 | 3,680.02 | 2,562.77 |
| (v) | Depreciation and amortization expense | 30 | 165.15 | 267.43 |
| (vi) | Other expenses | 31 | 3,661.40 | 1,322.57 |
| 4 | Total expenses | | 63,158.13 | 29,548.84 |
| 5 | Profit before tax (3-4) | | 8,749.77 | 4,138.53 |
| | Tax expense: | 32 | | |
| | (1) Current tax | | 2,247.31 | 2,056.35 |
| | (2) Deferred tax (credit) / charge | | (89.74) | (859.67) |
| | (3) Tax in respect of earlier years | | 83.35 | 62.91 |
| 6 | Total tax expense | | 2,240.92 | 1,259.59 |
| 7 | Profit for the year (5-6) | | 6,508.85 | 2,878.94 |
| 8 | Other comprehensive income | | | |
| | (i) Items that will not be reclassified to profit or loss | | (18.77) | 22.55 |
| | Gain/(Loss) on remeasurement of defined benefit plans | | | |
| | (ii) Income tax relating to items that will not be reclassified to profit or loss | | 4.72 | (5.68) |
| | Other comprehensive income | | (14.05) | 16.87 |
| 9 | Total comprehensive income for the year (7+8) | | 6,494.80 | 2,895.81 |
| 10 | Earnings per equity share | | | |
| | Basic (Rs.) | | 579.22 | 261.43 |
| | Diluted (Rs.) | | 532.55 | 261.43 |

Summary of significant accounting policies
The accompanying notes are an integral part of the Financial Statements.

As per our report of even date
For ASC B Associates
Chartered Accountants
Firm Registration No: 011863N

For and on behalf of the Board of Directors of
KrazyBee Services Private Limited
CIN:U65100KA2016PTC086990



CA Denesh Singh
Partner
Membership No: 097345
Place: New Delhi
Date: May 29, 2023

P. Madhusudan Ekambaram
Madhusudan Ekambaram
Director
DIN:07442577
Place: Bengaluru
Date: May 29, 2023

Karthikyan Krishnaswamy
Karthikyan Krishnaswamy
Director
DIN: 07449376
Place: Bengaluru
Date: May 29, 2023

Pallavi Singaraju
Pallavi Singaraju
Company Secretary
Membership No: A56733
Place: Bengaluru
Date: May 29, 2023

UDLN: 23097345BG2DPK1405

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

KRAZYBEE SERVICES PRIVATE LIMITED
Statement of Cash Flows
(All amounts are in Rs. Lakhs, unless otherwise stated)

| Particulars | Year ended March 31, 2023 | Year ended March 31, 2022 |
|---|------------------------------|------------------------------|
| Cash flow from operating activities: | 8,749.77 | 4,138.53 |
| Profit before tax | | (17,196.23) |
| Adjustments for: | (47,275.83) | 267.43 |
| Interest income | 165.15 | (304.11) |
| Depreciation and amortization expense | (499.15) | (206.96) |
| Interest income from investments | (451.60) | 16,183.78 |
| Net gain on sale of investments | 24,853.22 | 316.30 |
| Impairment on financial instruments | 241.49 | 7,131.10 |
| Share based payment expense | 15,352.56 | 359.11 |
| Finance cost | - | (7.44) |
| Unrealized foreign exchange loss | (5.83) | 42.67 |
| Interest income on security deposits | 37.09 | 17,137.14 |
| Interest on lease liability | 50,001.92 | (6,331.27) |
| Cash inflow from interest on loans | (14,405.93) | |
| Cash outflow towards finance cost | 36,762.86 | 21,530.05 |
| Cash generated from operations before working capital changes | | |
| Working capital changes: | (1,47,951.82) | (62,809.89) |
| (Increase) / Decrease in loans | 6,874.15 | (9,540.55) |
| (Increase) / Decrease in trade receivables | (1,063.21) | 3,929.92 |
| (Increase) / Decrease in other financial assets | (1,896.09) | (255.21) |
| (Increase) in other non-financial assets | 1,358.87 | (868.92) |
| Increase / (Decrease) in trade payables | 104.87 | 57.55 |
| Increase in provisions | 274.51 | 12.90 |
| Increase in other financial liabilities | 152.16 | 131.08 |
| Increase in other non-financial liabilities | | (47,813.07) |
| Cash (used in) operations | (1,05,383.70) | (2,031.16) |
| Income tax paid (net of refunds) | (3,828.48) | (49,844.23) |
| Net cash flows (used in) operating activities (A) | (1,09,212.18) | (49,844.23) |
| Cash flow from investing activities: | | |
| Purchase of property, plant and equipment and intangible assets | (40.66) | (2.99) |
| (Purchase) of mutual funds (net) | (6,543.58) | (2,479.77) |
| Net investments in fixed deposits | (3,625.91) | (807.58) |
| Interest received on investments | 449.06 | 315.27 |
| Net cash flow (used in) investing activities (B) | (9,761.09) | (2,975.07) |
| Cash flow from financing activities: | | |
| Net proceeds from issue of CCPS | 92,390.85 | - |
| Buy back of equity shares (including related income tax) | (724.11) | - |
| Debt securities issued (net) | 38,441.50 | 14,395.74 |
| Borrowings other than debt securities raised (net) | 9,601.06 | 21,548.43 |
| Payment towards lease liabilities | (172.19) | (231.73) |
| Net cash flow generated from financing activities (C) | 1,39,537.11 | 35,712.44 |
| Net increase / (decrease) in cash and cash equivalents (A + B + C) | 20,563.84 | (17,106.86) |
| Cash and cash equivalents at the beginning of the year | 7,616.12 | 24,722.98 |
| Cash and cash equivalents at the end of the year* | 28,179.96 | 7,616.12 |

*Cash and cash equivalents presented in the cash flow statement consist of cash on hand and unencumbered & highly liquid bank balances.

As per our report of even date
For ASC & Associates
Chartered Accountants
Firm Registration No: 011863N

For and on behalf of the Board of Directors of
KrazyBee Services Private Limited
CIN:U65100KA2016PTC086990



CA Denesh Singh
Partner
Membership No: 097345
Place: New Delhi
Date: May 29, 2023

(Signature)

Madhusudan Ekambaram
Director
DIN:07442577
Place: Bengaluru
Date: May 29, 2023

(Signature)

Karthikeyan Krishnaswamy
Director
DIN: 07449376
Place: Bengaluru
Date: May 29, 2023

(Signature)

Pallavi Lingappa
Company Secretary
Membership No: A56733
Place: Bengaluru
Date: May 29, 2023

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

KRAZYBEE SERVICES PRIVATE LIMITED
Balance Sheet
(All amounts are in INR Lakhs, unless otherwise stated)

| S.No | Particulars | Note | As at March 31, 2022 | As at March 31, 2021 |
|----------------------------------|---|-------|-------------------------|-------------------------|
| ASSETS | | | | |
| Financial assets | | | | |
| (1) | | | | |
| (a) | Cash and cash equivalents | 3(I) | 7,616.12 | 24,722.98 |
| (b) | Bank balance other than (a) above | 3(II) | 1,179.30 | 371.72 |
| (c) | Trade receivables | 4 | 9,540.59 | - |
| (d) | Loans | 5 | 1,11,496.77 | 64,114.48 |
| (e) | Investments | 6 | 6,197.98 | 3,511.25 |
| (f) | Other financial assets | 7 | 4,785.72 | 8,485.06 |
| | Sub-Total - Financial Assets | | 1,40,816.44 | 1,01,205.49 |
| Non-financial assets | | | | |
| (2) | | | | |
| (a) | Current tax assets (net) | 8 | 654.45 | 654.45 |
| (b) | Deferred tax assets (net) | 9 | 2,323.29 | 1,469.30 |
| (c) | Property, plant and equipment | 10 | 60.35 | 113.90 |
| (d) | Right of use asset | | 165.04 | 86.95 |
| (e) | Intangible assets | 11 | 2.75 | 13.39 |
| (f) | Other non-financial assets | 12 | 85.09 | 54.78 |
| | Sub-Total - Non-Financial Assets | | 3,290.97 | 2,392.77 |
| | Total assets | | 1,44,107.41 | 1,03,598.26 |
| LIABILITIES AND EQUITY | | | | |
| LIABILITIES | | | | |
| Financial liabilities | | | | |
| (1) | | | | |
| (a) | Trade payables | 13 | | |
| | (i) total outstanding dues of micro enterprises and small enterprises | | 40.70 | 22.16 |
| | (ii) total outstanding dues of creditors other than micro enterprises and small enterprises | | 680.06 | 1,567.52 |
| (b) | Debt securities | 14 | 26,113.48 | 11,717.74 |
| (c) | Borrowings (other than debt securities) | 15 | 53,335.00 | 35,116.45 |
| (d) | Other financial liabilities | 16 | 1,162.81 | 251.40 |
| | Sub-Total - Financial Liabilities | | 81,332.05 | 48,675.27 |
| Non-financial liabilities | | | | |
| (2) | | | | |
| (a) | Current tax liabilities (net) | 17 | 800.89 | 712.79 |
| (b) | Provisions | 18 | 113.08 | 78.08 |
| (c) | Other non-financial liabilities | 19 | 1,210.45 | 382.28 |
| | Sub-Total - Non-Financial Liabilities | | 2,124.42 | 1,173.15 |
| EQUITY | | | | |
| (3) | | | | |
| (a) | Equity share capital | 20 | 112.38 | 107.02 |
| (b) | Other equity | 21 | 60,538.56 | 53,642.82 |
| | Sub-Total - Equity | | 60,650.94 | 53,749.84 |
| | Total liabilities and equity | | 1,44,107.41 | 1,03,598.26 |

Summary of significant accounting policies 2
The accompanying notes are an integral part of the Financial Statements.

As per our report of even date
For ASC & Associates
Chartered Accountants
Firm Registration No: 011863N
CA Dinesh Singh
Partner
Membership No: 097345
Place: New Delhi
Date: May 25, 2022



For and on behalf of the Board of Directors of
KrazyBee Services Private Limited
CIN:U65100KA2016PTC086990

MADHUSUDAN
EKAMBARAM
Director
DIN:07442577
Place: Bengaluru
Date: May 25, 2022

KARTHIKEYAN
KRISHNASWAMY
Director
DIN: 07449376
Place: Bengaluru
Date: May 25, 2022

PAELAVI LINGARAJU
Company Secretary
Membership No: A56733
Place: Bengaluru
Date: May 25, 2022

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

KRAZYBEE SERVICES PRIVATE LIMITED
Statement of Profit and Loss
(All amounts are in INR Lakhs, unless otherwise stated)

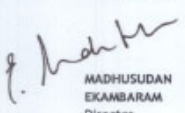
| S.No | Particulars | Note | Year ended March 31, 2022 | Year ended March 31, 2021 |
|-------|--|------|------------------------------|------------------------------|
| | Revenue from operations | | | |
| (i) | Interest income | 22 | 17,500.34 | 14,374.28 |
| (ii) | Fees and commission income | 23 | 15,969.40 | 8,075.76 |
| (iii) | Net gain/(loss) on fair value changes | 24 | 189.71 | (110.89) |
| 1 | Total revenue from operations | | 33,659.45 | 22,339.15 |
| 2 | Other income | 25 | 27.92 | 38.40 |
| 3 | Total income (1+2) | | 33,687.37 | 22,377.55 |
| | Expenses | | | |
| (i) | Finance costs | 26 | 7,532.88 | 6,104.06 |
| (ii) | Fees and commission expense | 27 | 1,679.41 | 1,105.92 |
| (iii) | Impairment on financial instruments | 28 | 16,183.78 | 9,666.61 |
| (iv) | Employee benefits expenses | 29 | 2,562.77 | 1,018.75 |
| (v) | Depreciation and amortization expense | 30 | 267.43 | 211.83 |
| (vi) | Other expenses | 31 | 1,322.57 | 641.18 |
| 4 | Total expenses | | 29,548.84 | 18,748.35 |
| 5 | Profit before tax (3-4) | | 4,138.53 | 3,629.20 |
| | Tax expense: | 32 | | |
| (1) | Current tax | | 2,056.35 | 1,028.15 |
| (2) | Deferred tax (credit) / charge | | (859.67) | (201.09) |
| (3) | Tax in respect of earlier years | | 62.91 | - |
| 6 | Total tax expense | | 1,259.59 | 827.06 |
| 7 | Profit for the year (5-6) | | 2,878.94 | 2,802.14 |
| 8 | Other comprehensive income | | | |
| (i) | Items that will not be reclassified to profit or loss | | 22.55 | (14.02) |
| | Gain/(Loss) on remeasurement of defined benefit plans | | | |
| (ii) | Income tax relating to items that will not be reclassified to profit or loss | | (5.68) | 3.53 |
| | Other comprehensive income | | 16.87 | (10.49) |
| 9 | Total comprehensive income for the year (7+8) | | 2,895.81 | 2,791.65 |
| 10 | Earnings per equity share | 33 | | |
| | Basic and diluted (INR) | | 261.43 | 367.98 |
| | (Nominal value per share - INR 10) | | | |

Summary of significant accounting policies 2
The accompanying notes are an integral part of the Financial Statements.

As per our report of even date
For ASC & Associates
Chartered Accountants
Firm Registration No: 011863N

Denesh Singh
Partner
Membership No: 097345
Place: New Delhi
Date: May 25, 2022

For and on behalf of the Board of Directors of
KrazyBee Services Private Limited
CIN:U65100KAZ016PTC086990


MADHUSUDAN
EKAMBARAM
Director
DIN:07442577
Place: Bengaluru
Date: May 25, 2022


KARTHIKEYAN
KRISHNASWAMY
Director
DIN: 07449376
Place: Bengaluru
Date: May 25, 2022


PALLAVI LINGARAJU
Company Secretary
Membership No: A56733
Place: Bengaluru
Date: May 25, 2022

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

KRAZYBEE SERVICES PRIVATE LIMITED
Statement of Cash Flows
(All amounts are in INR Lakhs, unless otherwise stated)

| Particulars | As at | As at |
|---|--------------------|--------------------|
| | March 31, 2022 | March 31, 2021 |
| Cash flow from operating activities: | | |
| Profit before tax | 4,138.53 | 3,629.20 |
| Adjustments for: | | |
| Interest income | (17,196.23) | (13,897.98) |
| Depreciation and amortization expense | 267.43 | 211.83 |
| Interest income from investments | (304.11) | (476.30) |
| Gain on sale of investments | (206.96) | (18.00) |
| Impairment on financial instruments | 16,183.78 | 9,666.61 |
| Share based payment expense | 316.30 | 206.16 |
| Finance cost | 7,131.10 | 6,455.83 |
| Net gain on fair value changes | - | 128.89 |
| Unrealized foreign exchange loss | 359.11 | 92.78 |
| Interest income on security deposits | (7.44) | (7.09) |
| Interest on lease liability | 42.67 | 24.45 |
| Cash inflow from interest on loans | 17,137.14 | 10,887.73 |
| Cash outflow towards finance cost | (6,331.27) | (6,573.70) |
| Cash generated from operations before working capital changes | 21,530.05 | 10,328.43 |
| Working capital changes: | | |
| Decrease / (increase) in loans | (62,809.89) | 20,557.11 |
| Decrease / (increase) in trade receivables | (9,540.53) | 1,103.73 |
| Decrease / (increase) in other financial assets | 3,695.62 | (5,729.00) |
| Decrease / (increase) in other non-financial assets | (20.91) | 69.06 |
| Increase / (decrease) in trade payables | (868.92) | 584.64 |
| Increase in provisions | 57.55 | 33.88 |
| Increase / (Decrease) in other financial liabilities | 12.90 | 5.32 |
| Increase / (Decrease) in other non-financial liabilities | 131.08 | (197.24) |
| Cash generated from / (used in) operations | (47,813.07) | 26,755.93 |
| Income tax paid (net of refunds) | (2,031.16) | (302.96) |
| Net cash flows generated from / (used in) operating activities (A) | (49,844.23) | 26,452.97 |
| Cash flow from investing activities: | | |
| Purchase of property, plant and equipment and intangible assets | (2.99) | (0.81) |
| Purchase of mutual funds | (2,479.77) | (3,499.83) |
| Redemption of investment in mutual fund | - | 2,509.53 |
| Redemption of investment in corporate bond | - | 41.20 |
| Net proceeds from / (investment in) fixed deposits | (807.58) | 415.20 |
| Interest received on investments | 315.27 | 494.47 |
| Net cash flow (used in) investing activities (B) | (2,975.07) | (40.24) |
| Cash flow from financing activities: | | |
| Issue of equity share capital (including securities premium) | - | 21,062.70 |
| Debt securities issued / (repaid) (net) | 14,395.74 | (10,489.40) |
| Borrowings other than debt securities raised / (repaid) (net) | 21,548.43 | (21,103.11) |
| Deposits repaid | - | (100.00) |
| Payment towards lease liabilities | (231.72) | (145.11) |
| Net cash flow from / (used in) financing activities (C) | 35,712.44 | (10,778.92) |
| Net increase / (decrease) in cash and cash equivalents (A + B + C) | (17,106.86) | 15,633.81 |
| Cash and cash equivalents at the beginning of the year | 24,722.98 | 9,089.17 |
| Cash and cash equivalents at the end of the year | 7,616.12 | 24,722.98 |

As per our report of even date

For ACS Associates

Chartered Accountants

Firm Registration No: 00158630



Denesh Singh

Partner

Membership No: 00146

Place: New Delhi

Date: May 25, 2022

For and on behalf of the Board of Directors of

KrazyBee Services Private Limited

CIN: U65100KA2015PTC086990

[Signature]

RADHUSUDAN

EKAIBARAH

Director

DIN: 07442377

Place: Bengaluru

Date: May 25, 2022

[Signature]

KARTHIKEYAN

KRISHNASHWAMY

Director

DIN: 07449376

Place: Bengaluru

Date: May 25, 2022

[Signature]

PALLAVI LINGARAJU

Company Secretary

Membership No: A56733

Place: Bengaluru

Date: May 25, 2022

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

Annexure 2

| Sr. No. | Type of Securities Allotted | Total number of subscriber | Total number of Securities allotted | Face Value of Each Security (in INR) | Aggregate Value of Security (in INR) | Preferential basis/ Private Placement/ Rights Issue |
|---------|---|----------------------------|-------------------------------------|--------------------------------------|--------------------------------------|---|
| 1 | Secured, Listed, Rated, Redeemable Non-Convertible Debentures | 11 | 20,000 | 1,00,000 | 200,00,00,000 | Private Placement |
| 2 | Secured, Listed, Rated, Redeemable Non-Convertible Debentures | 7 | 7000 | 1,00,000 | 70,00,00,000 | Private Placement |
| 3 | Secured, Listed, Rated, Redeemable Non-Convertible Debentures | 20 | 45000 | 1,00,000 | 450,00,00,000 | Private Placement |
| 4 | Secured, Listed, Rated, Redeemable Non-Convertible Debentures | 21 | 42500 | 1,00,000 | 425,00,00,000 | Private Placement |
| 5 | Senior, Secured, Listed, Rated, Taxable, Transferable, Redeemable, Non-Convertible Debentures | 1 | 10000 | 1,00,000 | 100,00,00,000 | Private Placement |

Details of Issuances in the previous financial year:

| Sr. No. | Issue Size (Inclusive of Green Shoe Option) | Base Issue + Green Shoe Option | Green Shoe Option exercised | Date of Issue |
|---------|---|---|-----------------------------|---------------|
| 1. | Issue Size: 49,50,00,000 Allotment Size: 32,95,00,000 | Base Issue: 20,00,00,000 Green Shoe Option: 12,95,00,000 | 12,95,00,000 | 19.04.2024 |
| 2. | Issue & Allotment Size: 100,00,00,000 | Base Issue: 50,00,00,000 Green Shoe Option: 50,00,00,000 | 50,00,00,000 | 26.04.2024 |
| 3. | Issue Size: 100,00,00,000 Allotment Size: 55,00,00,000 | Base Issue: 100,00,00,000 Green Shoe Option: Nil | - | 27.05.2024 |
| 4. | Issue Size: 100,00,00,000 Allotment Size: 80,00,00,000 | Base Issue: 50,00,00,000 Green Shoe Option: 50,00,00,000 | 30,00,00,000 | 12.06.2024 |
| 5. | Issue & Allotment Size: 40,00,00,000 | Base Issue: 20,00,00,000 Green Shoe Option: 20,00,00,000 | 20,00,00,000 | 12.07.2024 |
| 6. | Issue Size: 100,00,00,000 Allotment Size: 50,00,00,000 | Base Issue: 50,00,00,000 Green Shoe Option: 50,00,00,000 | - | 19.06.2024 |
| 7. | Issue & Allotment Size: 50,00,00,000 | Base Issue: 50,00,00,000 Green Shoe Option: Nil | - | 05.07.2024 |
| 8. | Issue Size: 100,00,00,000 Allotment Size: 70,00,00,000 | Base Issue: 30,00,00,000 Green Shoe Option: 70,00,00,000 | 40,00,00,000 | 24.07.2024 |
| 9. | Issue Size: 70,00,00,000 Allotment Size: 22,25,00,000 | Base Issue: 15,00,00,000 Green Shoe Option: 55,00,00,000 | 7,25,00,000 | 01.07.2024 |
| 10. | Issue Size: 130,00,00,000 | Base Issue: 50,00,00,000 | 70,00,00,000 | 31.07.2024 |

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| | | | | |
|-----|--|---|---------------|------------|
| | Allotment Size: 120,00,00,000 | Green Shoe Option: 80,00,00,000 | | |
| 11. | Issue Size: 60,00,00,000 Allotment Size: 50,00,00,000 | Base Issue: 25,00,00,000 Green Shoe Option: 35,00,00,000 | 25,00,00,000 | 26.08.2024 |
| 12. | Issue Size: 80,00,00,000 Allotment Size: 70,00,00,000 | Base Issue: 70,00,00,000 Green Shoe Option: 10,00,00,000 | - | 21.10.2024 |
| 13. | Issue & Allotment Size: 150,00,00,000 | Base Issue: 150,00,00,000 Green Shoe Option: Nil | - | 12.12.2024 |
| 14. | Issue & Allotment Size: 30,00,00,000 | Base Issue: 30,00,00,000 Green Shoe Option: Nil | - | 20.12.2024 |
| 15. | Issue & Allotment Size: 320,00,00,000 | Base Issue: 160,00,00,000 Green Shoe Option: 160,00,00,000 | 160,00,00,000 | 23.01.2025 |
| 16. | Issue Size: 250,00,00,000 Allotment Size: 115,00,00,000 | Base Issue: 100,00,00,000 Green Shoe Option: 15,00,00,000 | 15,00,00,000 | 05.02.2025 |

Key Information Memorandum
Srl No: 06/2025-26
Date: September 11, 2025

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Shareholders Resolution

(Please refer to Annexure V of the Key Information Memorandum)

Key Information Memorandum
Srl No: 06/2025-26
Date: September 11, 2025

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Finance Committee Resolution

(Please refer to Annexure IV of the Key Information Memorandum)

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ANNEXURE XII: SPECIFIC DISCLOSURES REQUIRED FROM NBFC

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

| | |
|---|---|
| <p>Origination / Sourcing</p> | <p>The Issuer has well established origination channels and a low cost customer acquisition strategy. More than 50% of the customers are acquired organically for which no costs are incurred. Diversified customer acquisition channels include traffic partners like Facebook and Google, channel partners such as Paisabazar and Bankbazar which generate qualified leads. A strong referral system has created a loyal ecosystem of borrowers. DSAs have also been introduced which are adding new customers gradually. Issuer has the lowest CAC as compared to its peers within the industry as a result of this comprehensive sourcing strategy</p> |
| <p>Initial Assessment / Verification</p> | <p>There are various scores that are used to aid the decision-making process during the life cycle of the customer. The key scores help in the initial assessment of the customer are as described below:</p> <ul style="list-style-type: none"> I. Bureau score: Score obtained from one of the 4 bureaus (Cibil, Crif, Experian, Equifax). Based on the tradelines and enquiry information a custom score has been created for KreditBee's loan product.. II. Income Estimator Score: This score provides an estimate on the effective income of the customer based on various data sources like the Bureau, declared Income. III. Connectivity Score: Based on the connectivity parameter from various sources like KreditBee SMS and message delivery status, collections agent's calling disposition status, etc. a connectivity score is created to measure the riskiness of the profile. IV. Device Score: Based on the device information which includes location information and other device's system variables. V. Origination score / A-Score card: Custom score card based on first and second loan data of users across 400 variables using logistic regression. VI. Collection score card: Experience based custom score card based on repayment data of user. VII. PAN name matching score: A score that captures how much of name entered by user matched the one in PAN database in NSDL VIII. OCR score: An OCR score that captures how much of details entered by user is matching the data in the documents uploaded. IX. Live photo score: A score that indicates if the selfie taken is that of a live human being. X. Photo match score: A score that indicates, if the selfie of user matched the photo of the customer in the other documents uploaded. |
| <p>Credit Appraisal System</p> | <p>The key factors considered before taking a loan decision are:</p> <ol style="list-style-type: none"> 1. Eligibility check to be a customer: The customers identity is verified using social network, government ID, age, blacklist, address book network, GPS location network, device data including IMEI for impersonation and user is accepted or rejected. 2. Profile check to get a credit line: The customers profile is verified using data based on government ID, social network, age, profession, address book network, bureau score and derived data from bureau data users' ability to pay and willingness to pay is validated and user can take a loan or is rejected. 3. Bank add check to disburse loan: The customer's name in bank account is validated when the user adds his bank account for loan disbursement and this further plays a role in validating users' identity. 4. Eligibility check for higher loan: The customers are evaluated on specific data from bureau, blacklist, age, income, address book network for ability to take larger credit lines. This is in addition to Eligibility check to be a customer. 5. Profile check for higher loan: The customers are evaluated based on bank statement data and monthly salary slip data in addition to Profile check to get a credit line for ability to take larger credit lines. |

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| | <p>6. Employment validation for higher loans: The customer’s employment information is also validated either through the bank statement data or Provident Fund by EPFO or tax paid information via the 26AS government form.</p> <p>7. Loan disbursal check: The customers data from e-sign, and bank before disbursal of loan amount allows in validating users’ identity.</p> <p>8. Payment check: The customers data from repayment and phone data is used to understand the customers appetite for repayment of loan to extent further credit line or increase of credit line.</p> <p>9. Reassessment Process for re-activating customers: For the applicants or customers who were rejected because of bad payment behaviour either in KreditBee or some other platform, a reassessment is done on re-application post 6 months to see if the applicant’s situation has improved and he/she falls within the company’s policy norms.</p> <p>10. Reassessment Process for Credit Line changes: Once every 6 months, the bureau data is re-run to ensure that the customer’s payment profile in other lending platforms is also taken into consideration for subsequent changes. This is used as a risk management as well as a credit line enhancement strategy</p> | | | | | | | | | | | | | | | | | | |
|-------------------------------|--|---------|---------------------------|----------|---|-----------------------------|-----------|-------------------------------|-----------|-----------------------|------------|-----------------------|---------|-----------------------|------------------------------|---------|-------------------------|---------|--------------|
| Disbursement | <p>once the customers’ profile is approved on the Kreditbee App after passing through the risk and rule engines, they are eligible for a loan and assigned to KrazyBee NBFC. Funds are disbursed directly in the customers’ bank account through KrazyBee’s escrow account.</p> | | | | | | | | | | | | | | | | | | |
| Collection | <p>Customers are informed and reminded of the due date for repayment through the Kreditbee App. Customer pays via the App, through the payment gateway. The payment gateway settles the funds in the repayment Nodal account on a T+1 working day basis to KrazyBee. The company has a robust in-house collection team of 800+ personnel handling tele calling, CRM, customer education, etc. Physical collection capabilities have also been set up by onboarding 100+ agencies PAN India. Salient features of the collection strategy include :</p> <ol style="list-style-type: none"> Collection scorecard is used for prioritization to improve agent efficiency Automated reminder system is used to create urgency for lower DPDs while it is used to identify reachable customer for higher DPDs Efficient vernacular collection through agent coverage in all languages Collection policy is formulated as per RBI guidelines and customer grievances are handled on priority to ensure no major escalations Performance based incentives, HR processes and Knowledge management are key attributes for continuous improvement | | | | | | | | | | | | | | | | | | |
| Delinquency Management | <p>The Company has an experienced and efficient recovery team on the payroll who ensure timely action for recovery of over dues. Separate collection strategies are deployed for high risk and low risk customers. This segregation is done on the basis of proprietary collection scorecards.</p> <table border="1" data-bbox="368 1473 1233 1839"> <thead> <tr> <th>Buckets</th> <th>Repeat/Low risk customers</th> </tr> </thead> <tbody> <tr> <td rowspan="2">1-30 DPD</td> <td>1. Explaining and educating the customers about Bureau score and implications of not paying on time</td> </tr> <tr> <td>2. Reaching out through SMS</td> </tr> <tr> <td>31-60 DPD</td> <td>1. Sending soft legal notices</td> </tr> <tr> <td>61-90 DPD</td> <td>2. Hard Legal notices</td> </tr> <tr> <td>91-120 DPD</td> <td>3. Agency collections</td> </tr> <tr> <td rowspan="2">120+DPD</td> <td>4. Agency collections</td> </tr> <tr> <td>5. Field recovery initiation</td> </tr> </tbody> </table> <table border="1" data-bbox="368 1865 1233 1919"> <thead> <tr> <th>Buckets</th> <th>New/High risk customers</th> </tr> </thead> <tbody> <tr> <td>1-7 DPD</td> <td>1. Reminders</td> </tr> </tbody> </table> | Buckets | Repeat/Low risk customers | 1-30 DPD | 1. Explaining and educating the customers about Bureau score and implications of not paying on time | 2. Reaching out through SMS | 31-60 DPD | 1. Sending soft legal notices | 61-90 DPD | 2. Hard Legal notices | 91-120 DPD | 3. Agency collections | 120+DPD | 4. Agency collections | 5. Field recovery initiation | Buckets | New/High risk customers | 1-7 DPD | 1. Reminders |
| Buckets | Repeat/Low risk customers | | | | | | | | | | | | | | | | | | |
| 1-30 DPD | 1. Explaining and educating the customers about Bureau score and implications of not paying on time | | | | | | | | | | | | | | | | | | |
| | 2. Reaching out through SMS | | | | | | | | | | | | | | | | | | |
| 31-60 DPD | 1. Sending soft legal notices | | | | | | | | | | | | | | | | | | |
| 61-90 DPD | 2. Hard Legal notices | | | | | | | | | | | | | | | | | | |
| 91-120 DPD | 3. Agency collections | | | | | | | | | | | | | | | | | | |
| 120+DPD | 4. Agency collections | | | | | | | | | | | | | | | | | | |
| | 5. Field recovery initiation | | | | | | | | | | | | | | | | | | |
| Buckets | New/High risk customers | | | | | | | | | | | | | | | | | | |
| 1-7 DPD | 1. Reminders | | | | | | | | | | | | | | | | | | |

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| | | | |
|-----------|-----------------------|---|--|
| | 8-15 DPD | II. Daily calling | |
| | | III. Education | |
| | 16-30 DPD | IV. Explaining and educating about Bureau | |
| | | V. Reaching out through SMS | |
| | 31-60 DPD | a) Extending offers and waivers to encourage better repayment | |
| | | a) Soft Legal Notices | |
| 61-90 DPD | b) Negotiations | | |
| | c) Hard Legal notices | | |
| | | d) Field recovery initiation | |

(ii) Classification of loans/ advances given to associates, entities/ person relating to board, senior management, promoters, others, etc.;

No Loans / advances has been given to associates, entities/ person relating to board, senior management, promoters.

(iii) Classification of loans/ advances given, according to type of loans, denomination of loan outstanding by loan to value, sectors, denomination of loans outstanding by ticket size, geographical classification of borrowers, maturity profile etc.;

As of Mar-25

| Product Name | AUM as per Financials | Ticket Size | Tenure | RoI (%) |
|--------------|-----------------------|------------------------|---------------|-------------|
| | (In Rs. Crore) | (In Rs.) | (Month) | |
| Unsecured | 5805 | 6,000 – 1,00,00,000 | 6-60 months | 12% - 28.5% |
| Secured | 156 | 1,00,000 – 1,00,00,000 | 12-240 months | 12% - 25% |
| Total | 5961 | | | |

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

Concentration of Advances as of March-25

| | | |
|--|--|--------------|
| | | in INR lakhs |
| Total Advances to twenty largest borrowers | | 1,605 |
| Percentage of advances to twenty largest borrowers to total advances | | 0.27% |

Concentration of Exposures as of March-25

| | | |
|---|--|--------------|
| | | in INR lakhs |
| Total exposures to twenty largest borrowers/customers | | 1,605 |
| Percentage of exposures to twenty largest borrowers/ customers to total exposure of the applicable NBFC on borrowers/ customers | | 0.27% |

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(v) **Details of loans, overdue and classified as non-performing in accordance with RBI stipulations;**

| Classification | As on 31 Mar-25 (in crores) |
|----------------|-----------------------------|
| Standard | 5792 |
| NPA | 169 |
| Off Book | - |
| Total | 5961 |

A. **In order to allow investors to better assess the debt securities issued by the NBFC/ HFC, the following disclosures shall also be made by such issuers in their offer documents:**

1. **A portfolio summary with regard to industries/ sectors to which borrowings have been granted by NBFCs;**

Sectoral Loans given attached in table below

2. **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;**

| | FY22 | FY23 | FY24 | FY25 |
|------|-------|-------|-------|-------|
| GNPA | 2.80% | 2.29% | 2.29% | 2.83% |
| NNPA | 0.77% | 0.85% | 0.66% | 0.74% |

3. **Quantum and percentage of secured vis-à-vis unsecured borrowings granted by NBFCs; and**

Captured in table below related to secured and unsecured loans

4. **Any change in promoters' holdings during the last financial year beyond the threshold, as prescribed by RBI from time to time:** During the FY 2024-25, Finnov Private Limited, Holding Company cum Promoter of the Company pursuant to liquidation and in-specie distribution of equity shares of the Company has transferred its equity holding beyond the threshold, as prescribed by RBI to its shareholders, thereby making shareholders of Finnov Private Limited direct shareholders of Krazybee Services Limited (Formerly known as Krazybee Services Private Limited). The Company had obtained necessary approval from RBI for effecting such change in shareholding of Finnov Private Limited.

B. **NBFCs shall provide disclosures on the basis of the following draft template:**

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

| Sl. No. | Type of loans | Rs Crore |
|---------|---------------------------------------|-------------|
| 1 | Secured | 156 |
| 2 | Unsecured | 5805 |
| | Total assets under management (AUM)*^ | 5961 |

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

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

| Sl. No. | LTV (at the time of origination) | Percentage of AUM |
|---------|----------------------------------|-------------------|
|---------|----------------------------------|-------------------|

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| | | |
|---|----------|-------|
| 1 | Upto 40% | 1.02% |
| 2 | 40-50% | 0.57% |
| 3 | 50-60% | 0.54% |
| 4 | 60-70% | 0.28% |
| 5 | 70-80% | 0.18% |
| 6 | 80-90% | 0.01% |
| 7 | >90% | 0.00% |
| | Total | 2.6% |

3. Sectoral exposure:

| Sl. No. | Segment-wise break-up of AUM | Percentage of AUM |
|-----------|---|-------------------|
| 1. | Retail | |
| A | Mortgages (home loans and loans against property) | 2.6% |
| B | Gold loans | NIL |
| C | Vehicle finance | NIL |
| D | MFI | NIL |
| E | MSME | 11.6% |
| F | Capital market funding (loans against shares, margin funding) | NIL |
| G | Others | 85.8% |
| 2 | Wholesale | |
| A | Infrastructure | NIL |
| B | Real estate (including builder loans) | NIL |
| C | Promoter funding | NIL |
| D | Any other sector (as applicable) | NIL |
| E | Others | NIL |
| | Total | 100% |

4. Denomination of loans outstanding by ticket size*:

| Sl. No. | Ticket size (at the time of origination) | Percentage of AUM |
|---------|--|-------------------|
| 1 | Upto Rs. 2 lakh | 73.7% |

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| | | |
|----|-----------------------|---------------|
| 2 | Rs. 2-5 lakh | 20.2% |
| 3 | Rs. 5 - 10 lakh | 2.7% |
| 4 | Rs. 10 - 25 lakh | 2.0% |
| 5 | Rs. 25 - 50 lakh | 0.8% |
| 6 | Rs. 50 lakh - 1 crore | 0.6% |
| 7 | Rs. 1 - 5 crore | N.A. |
| 8 | Rs. 5 - 25 crore | N.A. |
| 9 | Rs. 25 - 100 crore | N.A. |
| 10 | >Rs. 100 crore | N.A. |
| | Total | 100.00 |

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

5. Geographical classification of borrowers:

Top 5 states borrower wise

| Sl. No. | Top 5 states | Percentage of AUM |
|---------|----------------|-------------------|
| 1 | Karnataka | 13% |
| 2 | Tamil Nadu | 13% |
| 3 | Maharashtra | 12% |
| 4 | Telangana | 10% |
| 5 | Andhra Pradesh | 9% |
| | Total | 56% |

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

Movement of gross NPA:

| Movement of gross NPA* | Rs. Crore |
|-------------------------------------|---------------|
| Opening gross NPA | 110.53 |
| Net Additions during the year | 58.42 |
| Closing balance of gross NPA | 168.94 |

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

Gross NPA is recognized at 90DPD

7. Movement of provisions for NPA

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| Movement of provisions for NPA | Rs. Crore |
|--------------------------------|-----------|
| Opening balance | 79.28 |
| Net Additions during the year | 46.36 |
| Closing balance | 125.64 |

8. Segment-wise gross NPA:

| Sl. No. | Segment-wise gross NPA | Gross NPA (%) |
|----------|---|---------------|
| 1 | Retail | |
| A | Mortgages (home loans and loans against property) | 0.02% |
| B | Gold loans | Nil |
| C | Vehicle finance | Nil |
| D | MFI | Nil |
| E | MSME | 3.89% |
| F | Capital market funding (loans against shares, margin funding) | Nil |
| G | Others | 2.78% |
| 2 | Wholesale | |
| A | Infrastructure | Nil |
| B | Real estate (including builder loans) | Nil |
| C | Promoter funding | Nil |
| D | Any other sector (as applicable) | Nil |
| E | Others | Nil |
| | Total | 2.83% |

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

Residual maturity profile of assets and liabilities:
Amount in crores

| Category | Up to 30/31 days | >1 month – 2 months | >2 months – 3 months | >3 months – 6 months | >6 months – 1 year | >1 years – 3 years | >3 years – 5 years | >5 years | Total |
|----------|------------------|---------------------|----------------------|----------------------|--------------------|--------------------|--------------------|----------|----------|
| Deposit | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Advances | 537.14 | 636.23 | 623.63 | 1,702.30 | 1,446.97 | 709.41 | 186.92 | 118.39 | 5,960.99 |

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| | | | | | | | | | |
|-------------|--------|--------|--------|--------|----------|--------|-------|------|----------|
| Investments | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Borrowings | 156.71 | 404.81 | 536.02 | 660.51 | 1,344.84 | 483.93 | 16.57 | - | 3,603.41 |
| FCA* | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| FCL* | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |

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

10. Disclosure of latest ALM statements to stock exchange:

ANNEXURE XIII

11. 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

Key Information Memorandum
Srl No: 06/2025-26
Date: September 11, 2025

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ANNEXURE XIV: DEBENTURE TRUSTEE AGREEMENT

(Enclosed herewith)