Key Information Document
Date: September 15, 2026

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

Serial no.: 06

Date: September 15, 2026

KEY INFORMATION DOCUMENT
(FOR PRIVATE PLACEMENT)

by

VIVRITI CAPITAL LIMITED

(formerly known as Hari and Company Investments Madras Limited, and as Hari and Company Investments Madras Private Limited)

A public limited company incorporated under the Companies Act, 1956

Corporate Identification Number (CIN): U65991TN1989PLC017066 **Permanent Account Number (PAN):** AAACH2305J **Date of Incorporation:** March 17, 1989 **Place of Incorporation:** Chennai, India **Registration/identification number issued by the relevant regulator:** N-07.00076 for NBFC business by Reserve Bank of India	**Website:** https://www.vivriticapital.com/ **Registered Office:** Prestige Zackria Metropolitan No. 200/1-8, 8th Floor, Block -1, Annasalai, Chennai - 600 002, Tamil Nadu, India **Corporate Office:** Prestige Zackria Metropolitan No. 200/1-8, 8th Floor, Block - 1, Annasalai, Chennai - 600 002, Tamil Nadu, India **Telephone No.:** (+91 44) 4007 4800 | **Email:** contact@vivriticapital.com

Key information document for issue of Debentures on a private placement basis under Schedule I of Securities and Exchange Board of India (Issue and Listing of Non-Convertible Securities) Regulations, 2021 as amended from time to time in relation to the issue ("Issue") of:

(a) 50,000 (fifty thousand) Series A rated, listed, senior, secured, redeemable, taxable, non-convertible debentures denominated in Indian Rupees ("INR"), having a face value of INR 10,000 (Indian Rupees Ten Thousand) each and having an aggregate nominal value of INR 50,00,00,000 (Indian Rupees Fifty Crore) including a green shoe option ("Series A Green Shoe Option") of 25,000 (twenty five thousand) Series A rated, listed, senior, secured, redeemable, taxable, non-convertible debentures denominated in INR, having a face value of INR 10,000 (Indian Rupees Ten Thousand) each and an aggregate nominal value of INR 25,00,00,000 (Indian Rupees Twenty Five Crore) ("Series A Debentures"); and

(b) 50,000 (fifty thousand) Series B rated, listed, senior, secured, redeemable, taxable, non-convertible debentures denominated in INR, having a face value of INR 10,000 (Indian Rupees Ten Thousand) each and having an aggregate nominal value of INR 50,00,00,000 (Indian Rupees Fifty Crore) including a green shoe option ("Series B Green Shoe Option") of 25,000 (twenty five thousand) Series B rated, listed, senior, secured, redeemable, taxable, non-convertible debentures denominated in INR, having a face value of INR 10,000 (Indian Rupees Ten Thousand) each and an aggregate nominal value of INR 25,00,00,000 (Indian Rupees Twenty Five Crore) ("Series B Debentures"), (Series A Debentures and Series B Debentures are collectively referred to as "Debentures" or "NCDs"), each on a private placement basis.

Certain details of the Debentures are as follows:

(a) **Rating**: The Debentures are rated as "CRISIL A+/Positive" by CRISIL Ratings Limited pursuant to the letter dated August 20, 2026, and the rating rationale/press release dated August 19, 2026. Please refer to **Annexure I** below for the rating letter and rating rationale/press release. No other credit ratings have been obtained for the purposes of this Issue.

(b) **Listing**: The Debentures are proposed to be listed on the Wholesale Debt Market (WDM) of BSE Limited within the time period prescribed under the SEBI Listing Timelines Requirements (as defined below).

(c) **Eligible Investors**: Please refer Section 9.7 below.

(d) **Coupon related details**: The coupon rate for the Series A Debentures is 9.60% (nine decimal six zero percent) per annum payable monthly (fixed), for the Series B Debentures is 9.80% (nine decimal eight zero percent) per annum payable monthly (fixed). Please refer Section 8.1 below for details about coupon/dividend rate, coupon/dividend payment frequency, redemption date, redemption amount, as applicable.

(e) **Underwriting**: Not Applicable.

(f) **Details of Electronic Book Mechanism**: Please refer Section 9 below.

ISSUE SCHEDULE

Issue Opening Date	Issue Closing Date	Date of earliest closing of the issue, if any	Deemed Date of Allotment
September 17, 2026	September 17, 2026	N.A.	September 18, 2026

KEY OFFICERS OF THE ISSUER

Compliance Officer and Company Secretary**	Chief Financial Officer	Promoters	
***Please refer note under Section 6.11(b) below* Tel: (+91 44) 4007 4800 Email:contact@vivriticapital.com	Srinivasaraghavan B Tel: (+91 44) 4007 4800 Email: contact@vivriticapital.com	Vivriti Next Limited (*formerly known as Vivriti Next Private Limited*) Tel: (+91 44) 4007 4800 Email: compliance@vivritinext.com	Vineet Sukumar Tel: (+91 44) 4007 4800 Email: contact@vivriticapital.com

DETAILS OF STAKEHOLDERS

Merchant Banker

SKI Capital Services Limited
Address: 718, Dr. Joshi Road, Karol Bagh, New Delhi - 110005, India
Tel: +91-011-41189899 |**Fax:** NA | **Website:** www.skicapital.net
Contact person: Mr. Manick Wadhwa/ Mr. Vivek Rana
E-mail: dcm@skicapital.net

Debenture Trustee

Beacon Trusteeship Limited
Address: 5W, 5th Floor, The Metropolitan, Bandra Kurla Complex, Bandra (East), Mumbai - 400051, Maharashtra, India
Tel: 022 – 46060278 | **Fax**: N.A. | **Website:** www.beacontrustee.co.in
Contact person: Mr. Ritobrata Mitra
E-mail: compliance@beacontrustee.co.in
Investor Grievance ID- investorgrievances@beacontrustee.co.in

Registrar and Transfer Agent

Integrated Registry Management Services Private Limited
Address: 2nd Floor, Kences Towers, No. 1 Ramakrishna Street, North Usman Road, T. Nagar, Chennai -

Credit Rating Agencies

CRISIL Ratings Limited
Address: Lightbridge IT Park, Saki Vihar Road, Andheri East, Mumbai - 400072, Maharashtra, India

Statutory Auditors

R.G.N. Price & Co., Chartered Accountants
Address: Akshaya Shanthi, 1st Floor, 27, Anna Salai, Chennai - 600 002, Tamil Nadu, India

600017, Tamil Nadu, India **Tel:** 044 - 28140801-03 | **Fax:** 044 – 28142479 **Contact Person**: Mr S. Yuvraj **Email:** yuvraj@integratedindia.in **Website:** www.integratedregistry.in	**Tel** 2261373000 **Contact Person**: Mr. Ajit Velonie **Email:** crisilratingdesk@crisil.com **Website:** https://www.crisilratings.com	**Tel:** 044-47873795,044-28413633 **Contact Person:** Mr. K Venkatakrishnan **Email:** venkat@rgnprice.com **Website:** https://rgnprice.com/index.php

BACKGROUND

This Key Information Document (as defined below) is related to the Debentures to be issued by **Vivriti Capital Limited** *(formerly known as Hari and Company Investments Madras Limited, and as Hari and Company Investments Madras Private Limited)* (the "**Issuer**" or "**Company**") on a private placement basis and contains information and disclosures supplemental to those set out in the General Information Document (as defined below), as are required for the purpose of issuing of the Debentures. The issue of the Debentures described under this Key Information Document has been authorised by the Issuer through the special resolutions, each dated December 23, 2025, of the shareholders of the Issuer pursuant to Section 180(1)(c) and Section 180(1)(a) of the Companies Act, 2013, the resolutions dated December 22, 2025 of the board of directors of the Issuer read with the resolution dated September 11, 2026 of the borrowing committee of the board of directors and any further resolutions of the borrowing committee (if any) in respect thereof, and the memorandum of association and articles of association of the Issuer.

Pursuant to the special resolution dated December 23, 2025 of the shareholders of the Issuer under Section 180(1)(c) of the Companies Act, 2013 read with the board resolution dated December 22, 2025, the Issuer has been authorised to raise funds through issuance of Debt Securities upon such terms and conditions as the Board / Committee may think fit for aggregate amounts not exceeding INR 5,500,00,00,000 (Indian Rupees Five Thousand and Five Hundred Crore). The present issue of Debentures in terms of this Key Information Document is within the overall powers of the Board as per the above shareholder resolution(s).

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

DISCLAIMER

- This Key Information Document contains no unsubstantiated forward-looking statements. To the extent there are any unsubstantiated forward-looking statements under this Key Information Document, such statements shall be considered to be null and void.

- This Key Information Document does not include any statement purporting to be made by an expert other than if the expert is a person who is not, and has not been, engaged or interested in the formation or promotion or management, of the Issuer and has given their written consent to this issue of this Key Information Document and has not withdrawn such consent before the delivery of a copy of this Key Information Document to the Registrar (as applicable) for registration.

- Various disclosures set out in this Key Information Document have been linked to the disclosures set out in the General Information Memorandum. There are no changes to the disclosures which have been linked to the disclosures set out in the General Information Document, and in the case of any conflict/difference between the provisions of the General Information Document and this Key Information Document, the provisions of this Key Information Document shall be applicable to this issuance of Debentures.

- This Issue undertaken pursuant to this Key Information Document does not form part of non-equity regulatory capital for the purposes of Chapter V of Securities and Exchange Board of India (Issue and Listing of Non-Convertible Securities) Regulations, 2021 and Chapter XIII (*Issuance, Listing and Trading Non-Equity Regulatory Capital*) of the master circular issued by SEBI bearing the reference number 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 face value of each debt security issued pursuant to this Key Information Document shall be in compliance with the requirements set forth in circulars issued by SEBI from time to time.

- As of the date of the General Information Document, the audited financial results/numbers for the Financial Year ended March 31, 2026 were not presented for approval/adoption by the shareholders of the Issuer in their annual general meeting. However, as of the date of this Key Information Document, the audited financial results/numbers for the Financial Year ended March 31, 2026 have been approved/adopted by the shareholders

of the Issuer in their annual general meeting without any changes/observations. In view of this, all references in the General Information Document to the audited financial results/numbers for the Financial Year ended March 31, 2026 shall, for the purposes of this Key Information Document, be construed as a reference to audited financial statements for the Financial Year ended March 31, 2026.

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SECTION 1: DEFINITIONS AND ABBREVIATIONS

Capitalised terms used herein and not otherwise defined shall have the meanings given to them in the DTD and the other Transaction Documents. Unless the context otherwise indicates or requires, the following terms shall have the meanings given below in this Key Information Document.

S. NO.	TERM	DEFINITION
1.	Act/Companies Act	means the Companies Act, 2013, and shall include any re-enactment, amendment or modification of the Companies Act, 2013, as in effect from time to time.
2.	Allot/Allotment/Allotted	means the allotment of the Debentures pursuant to this Issue.
3.	Applicable Accounting Standards	means the generally accepted accounting principles, standards and practices in India or any other prevailing accounting standard in India as may be applicable, and includes the Indian Accounting Standards (IND-AS).
4.	Applicable Law	means all applicable statutes, enactments or acts of any legislative body in India, laws, ordinances, rules, bye-laws, regulations, notifications, guidelines, policies, directions, directives and orders of any Governmental Authority and any modifications or re-enactments thereof.
5.	Applicant	means a person who has submitted a completed Application Form to the Issuer, and "Applicants" shall be construed accordingly.
6.	Application Form	means the application form to apply for subscription to the Debentures, which is in the form annexed to this Key Information Document and marked as Annexure III of this Key Information Document.
7.	Application Money	means the subscription amounts paid by the Applicant at the time of submitting the Application Form.
8.	Assets	means, for any date of determination, the assets of the Issuer on such date as the same would be determined in accordance with the Applicable Accounting Standards.
9.	Beneficial Owners	means the holders of the Debentures in dematerialised form whose names are recorded as such with the Depository(ies) in the Register of Beneficial Owners, and "Beneficial Owner" shall be construed accordingly.
10.	Board / Board of Directors	means the board of directors of the Issuer.
11.	BSE	means BSE Limited.
12.	Business Day	means: (a) subject to (b) and (c) below, any day on which commercial banks in Mumbai, India and Chennai, India are open for business; (b) for the period commencing on the Issue Opening Date until the Issue Closing Date, any day (other than a Saturday, Sunday or a public holiday under Section 25 of the Negotiable Instruments Act, 1881), on which commercial banks in Mumbai, India and Chennai, India are open for business; and (c) for the period commencing on the Issue Closing Date until the listing

S. NO.	TERM	DEFINITION
		of the Debentures, any trading day of BSE, other than a Saturday, Sunday or a bank holiday, as specified by SEBI, and "Business Days" shall be construed accordingly.
13.	Capital Adequacy Ratio	means the capital adequacy ratio determined in accordance with the circulars/directions prescribed by the RBI (including the NBFC Directions).
14.	CDSL	means Central Depository Services (India) Limited.
15.	CERSAI	means the Central Registry of Securitisation Asset Reconstruction and Security Interest of India.
16.	Client Loan	means each loan disbursed by the Issuer as a lender, and "Client Loans" shall be construed accordingly.
17.	Company/Issuer/Vivriti Capital/VCL	Vivriti Capital Limited *(formerly known as Hari and Company Investments Madras Limited, and as Hari and Company Investments Madras Private Limited)*
18.	Conditions Precedent	means the conditions precedent set out in Section 8.1 (*Summary Terms*) of this Key Information Document.
19.	Conditions Subsequent	means the conditions subsequent set out in Section 8.1 (*Summary Terms*) of this Key Information Document.
20.	Constitutional Documents	means the certificate of incorporation of the Issuer, the memorandum of association and articles of association of the Issuer and the certificate of registration issued by the RBI to the Issuer.
21.	Debentures/NCDs	means the Series A Debentures, the Series B Debentures, and/or any one or more of them, as the context may require.
22.	Debenture Holders / Investors	means the Series A Debenture Holders, the Series B Debenture Holders, and/or any one or more of them, as the context may require, and "Debenture Holder" or "Investor" shall be construed accordingly.
23.	Debenture Trust Deed/DTD	means the debenture trust deed executed / to be executed by and between the Debenture Trustee and the Issuer *inter alia* setting out the terms upon which the Debentures are being issued and shall include the representations and warranties and the covenants to be provided by the Issuer.
24.	Debenture Trustee	means Beacon Trusteeship Limited.
25.	Debenture Trustee Agreement	means the debenture trustee agreement executed / to be executed by and between the Debenture Trustee and the Issuer for the purposes of appointment of the Debenture Trustee to act as debenture trustee in connection with the issuance of the Debentures.
26.	Debenture Trustees Regulations/ SEBI Debenture Trustees Regulations	means the Securities and Exchange Board of India (Debenture Trustees) Regulations, 1993, as amended, modified, supplemented or restated from time to time.

S. NO.	TERM	DEFINITION
27.	Debt Disclosure Documents	means, collectively, the PPOA, the General Information Document, and this Key Information Document, and "Debt Disclosure Document" means any one of them.
28.	Debt Listing Regulations/ SEBI Debt Listing Regulations	means the Securities and Exchange Board of India (Issue and Listing of Non-Convertible Securities) Regulations, 2021, as amended, modified, supplemented or restated from time to time.
29.	Deed of Hypothecation	has the meaning given to it in the Section 8.1 (*Summary Terms*).
30.	Deemed Date of Allotment	for each of the Series A Debentures and Series B Debentures, means September 18, 2026.
31.	Demat	means dematerialized securities which are securities that are in electronic form, and not in physical form, with the entries noted by the Depository.
32.	Depositories Act	means the Depositories Act, 1996, as amended from time to time.
33.	Depositories	means the depositories with which the Issuer has made arrangements for dematerialising the Debentures, being NSDL and CDSL, and "Depository" means any one of them.
34.	Depository Participant / DP	means a depository participant as defined under the Depositories Act.
35.	Director(s)	means the director(s) of the Issuer.
36.	DP ID	means Depository Participant Identification Number.
37.	DRR	means the Debenture Redemption Reserve.
38.	Due Dates	means the dates on which any interest, any Outstanding Principal Amounts, any additional interest, any liquidated damages, any premature redemption amount and/or any other amounts payable are due and payable, including without limitation, the Interest Payment Dates, the Final Redemption Dates, or any other date on which any payment is to be made by the Issuer under the transaction documents, and "Due Date" shall be construed accordingly.
39.	EBP Platform	has the meaning given to it under the EBP Requirements.
40.	EBP/Electronic Book Provider	has the meaning given to it under the EBP Requirements.
41.	Effective Date	means the date of execution of the DTD.
42.	EFT	means Electronic Fund Transfer
43.	Eligible Investors	has the meaning given to it in Section 9.7.
44.	Equity/Net Worth	means all equity shares issued by the Issuer, all compulsorily convertible instruments and preference shares issued by the Issuer, and the reserves and surplus of the Issuer.
45.	Early Redemption Event(s)	means the occurrence of any one or more of the following events: (a) any downgrade in the rating of the Debentures to "A-" or below "A-

S. NO.	TERM	DEFINITION
		" by the Rating Agency; (b) any breach of any of the financial covenants set out under Section 8.2.2 (*Financial Covenants*) which breach, if capable of remedy (as determined by the Debenture Trustee (acting on the instructions of the Debenture Holders)), is not remedied or cured to the satisfaction of the Debenture Trustee within a period of 30 (thirty) calendar days from the date of occurrence; (c) any breach of any of the reporting covenants set out under Section 8.2.3 (*Reporting Covenants*) which breach, if capable of remedy (as determined by the Debenture Trustee (acting on the instructions of the Debenture Holders)), is not remedied or cured to the satisfaction of the Debenture Trustee within a period of 30 (thirty) calendar days from the date of occurrence; (d) any breach of any of the affirmative covenants set out under Section 8.2.4 (*Affirmative Covenants*) which breach, if capable of remedy (as determined by the Debenture Trustee (acting on the instructions of the Debenture Holders)), is not remedied or cured to the satisfaction of the Debenture Trustee within a period of 30 (thirty) calendar days from the date of occurrence; and/or (e) any breach of any of the negative covenants set out under Section 8.2.5 (*Negative Covenants*) which breach, if capable of remedy (as determined by the Debenture Trustee (acting on the instructions of the Debenture Holders)), is not remedied or cured to the satisfaction of the Debenture Trustee within a period of 30 (thirty) calendar days from the date of occurrence.
46.	Events of Default	means the events set out in Section 8.2.6.2 (*Events of Default*), and "Event of Default" shall be construed accordingly.
47.	Final Redemption Dates	means, collectively, the Series A Final Redemption Date and Series B Final Redemption Date and "Final Redemption Date" shall be construed accordingly.
48.	Final Settlement Date	means the date on which all Secured Obligations have been irrevocably discharged in full to the satisfaction of the Debenture Holders, and all the Debentures have been redeemed by the Issuer in full in accordance with the terms of the transaction documents.
49.	Financial Indebtedness	means any indebtedness for or in respect of: (a) moneys borrowed (including against the payment of interest); (b) any amount raised by acceptance under any acceptance credit, bill acceptance facility or dematerialised equivalent; (c) any amount raised pursuant to any note purchase facility or the issue of bonds, notes, loan stock or any similar instrument; (d) the amount of any liability in respect of any lease or hire purchase contract which would, in accordance with the Applicable Accounting Standards, be treated as a finance or capital lease;

S. NO.	TERM	DEFINITION
		(e) receivables sold or discounted (other than any receivables to the extent they are sold on a non-recourse basis); (f) any amount raised under any other transaction (including any forward sale or purchase agreement) having the commercial effect of a borrowing; (g) any derivative transaction entered into in connection with protection against or benefit from fluctuation in any rate or price (and, when calculating the value of any derivative transaction, only the marked to market value shall be taken into account); (h) any counter-indemnity obligation in respect of a guarantee, indemnity, bond, standby or documentary letter of credit or any other instrument issued by a bank or financial institution; and (i) the amount of any liability in respect of any guarantee for any of the items referred to in paragraphs (a) to (h) above.
50.	Financial Year/ FY	means each period of 12 (twelve) months commencing on April 1 of any calendar year and ending on March 31 of the subsequent calendar year.
51.	General Information Document/GID	means the general information document dated June 19, 2026, issued by the Issuer for subscription to non-convertible securities to be issued by the Issuer (including the Debentures) on a private placement basis in accordance with the Debt Listing Regulations.
52.	Governmental Authority	means any government (central, state or otherwise) or any governmental agency, semi-governmental or judicial or quasi-judicial or administrative entity, department or authority, agency or authority including any stock exchange or any self-regulatory organisation, established under any Applicable Law, and "Governmental Authorities" shall be construed accordingly.
53.	Hypothecated Assets	has the meaning given to it in the Section 8.1 (*Summary Terms*).
54.	IBC	means the (Indian) Insolvency and Bankruptcy Code, 2016 and the rules and regulations framed thereunder, as may be amended, modified and supplemented from time to time.
55.	ICCL	means the Indian Clearing Corporation Limited.
56.	INR/Rs.	means Indian Rupees.
57.	Interest Payment Dates	means, collectively, the Series A Interest Payment Dates and Series B Interest Payment Dates, and "Interest Payment Date" shall be construed accordingly. The interest payment dates are set out in **Annexure IV** of this Key Information Document.
58.	Interest Rate	means the Series A Interest Rate, the Series B Interest Rate, or any one or both of them, as the context may require.
59.	ISIN	means International Securities Identification Number.

S. NO.	TERM	DEFINITION
60.	Issue	means this issue of the Debentures.
61.	Issue Closing Date	means September 17, 2026.
62.	Issue Opening Date	means September 17, 2026.
63.	Key Information Document/KID	means this key information document which sets out the terms and conditions for the issue and offer of the Debentures by the Issuer on a private placement basis and contains the relevant information in this respect.
64.	Listed NCDs Master Circular	means the master circular issued by SEBI bearing the reference number SEBI/HO/DDHS/DDHS-PoD/P/CIR/2025/0000000137 dated October 15, 2025 on "*Master Circular for issue and listing of Non-convertible Securities, Securitised Debt Instruments, Security Receipts, Municipal Debt Securities and Commercial Paper*", as amended, modified, supplemented or restated from time to time.
65.	Listing Period	has the meaning given to it in Section 8.1 (*Summary Terms*).
66.	LODR Regulations/SEBI LODR Regulations	means the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015, as amended, modified, supplemented or restated from time to time.
67.	Majority Debenture Holders	means: (a) in respect of the Series A Debentures, the Series A Debenture Holders holding an aggregate amount representing not less than 51% (fifty one percent) of the value of the Series A Outstanding Principal Amounts of the Series A Debentures; or (b) in respect of the Series B Debentures, the Series B Debenture Holders holding an aggregate amount representing not less than 51% (fifty one percent) of the value of the Series B Outstanding Principal Amounts of the Series B Debentures.
68.	Majority Resolution	means: (a) in respect of the Series A Debentures, a resolution approved by the Series A Majority Debenture Holders; or (b) in respect of the Series B Debentures, a resolution approved by the Series B Majority Debenture Holders
69.	Material Adverse Effect	means the effect or consequence of an event, circumstance, occurrence or condition which has caused or could reasonably be expected to cause, as of any date of determination, a material and adverse effect: (a) on the financial condition, business or operation of the Issuer which is prejudicial to the ability of the Issuer to perform its obligations under the transaction documents; (b) on the rights or remedies of the Debenture Holders hereunder or under any transaction documents; (c) the ability of the Issuer to fulfil its repayment obligations under the

S. NO.	TERM	DEFINITION
		transaction documents; and/or (d) the legality, validity or enforceability of any of the transaction documents (including the ability of any party to enforce any of its remedies thereunder). For the purposes of paragraph (c) above, a Material Adverse Effect shall be deemed to occur only if the Debenture Holders holding an aggregate amount representing not less than 75% (seventy five percent) of the value of the Outstanding Principal Amounts of the Debentures are of the opinion that such event would have a Material Adverse Effect.
70.	N.A.	Not Applicable
71.	NBFC	means non-banking financial company.
72.	NBFC Directions	means, collectively: (a) the Reserve Bank of India (Non-Banking Financial Companies – Registration, Exemptions and Framework for Scale Based Regulation) Directions, 2025 dated November 28, 2025; (b) the Reserve Bank of India (Non-Banking Financial Companies - Undertaking of Financial Services) Directions, 2025 dated November 28, 2025 as amended by the Reserve Bank of India (Non-Banking Financial Companies – Undertaking of Financial Services) (Amendment) Directions, 2025 dated December 5, 2025; (c) the Reserve Bank of India (Non-Banking Financial Companies – Governance) Directions, 2025 dated November 28, 2025; (d) the Reserve Bank of India (Non-Banking Financial Companies – Prudential Norms on Capital Adequacy) Directions, 2025 dated November 28, 2025; (e) the Reserve Bank of India (Non-Banking Financial Companies – Income Recognition, Asset Classification and Provisioning) Directions, 2025 dated November 28, 2025; (f) the Reserve Bank of India (Non-Banking Financial Companies – Know Your Customer) Directions, 2025 dated November 28, 2025; (g) the Reserve Bank of India (Non-Banking Financial Companies – Miscellaneous) Directions, 2025 dated November 28, 2025; and (h) all other directions and circulars issued by the RBI in respect of the functioning and governance of non-banking financial companies, each as amended, modified, supplemented or restated from time to time.

S. NO.	TERM	DEFINITION
73.	Net NPA	means the net "non-performing assets" determined in accordance with the NBFC Directions and any other applicable RBI regulations governing asset classification and provisioning for NBFCs.
74.	NSDL	means National Securities Depository Limited.
75.	Outstanding Amounts	means, at any date, the Outstanding Principal Amounts together with any interest, additional interest, costs, fees, charges, and other amounts payable by the Issuer in respect of the Debentures, being the aggregate of the Series A Outstanding Amounts and the Series B Outstanding Amounts.
76.	Outstanding Principal Amounts	means, at any date, the principal amounts outstanding under the Debentures, being the aggregate of the Series A Outstanding Principal Amounts and the Series B Outstanding Principal Amounts.
77.	PAN	means Permanent Account Number.
78.	Payment Default	means non-payment of, or the failure to pay, any amount on any Due Date.
79.	Private Placement Offer cum Application Letter/PPOA	means the private placement offer and application letter dated on or about the date of this Key Information Document issued/to be issued by the Issuer for subscription to the Debentures on a private placement basis in accordance with Section 42 of the Companies Act, 2013 read with the Companies (Prospectus and Allotment of Securities) Rules, 2014.
80.	Promoter	means Mr. Vineet Sukumar, an Indian citizen holding passport number Z6043139, currently residing at Flat 4, KG Valmiki Apartments, Tiruvanmiyur, Kanchipuram, Tamil Nadu - 600041, India.
81.	Promoter Group	has the meaning given to it in the Debt Listing Regulations.
82.	Purpose	has the meaning given to it in Section 8.1 (*Summary Terms*).
83.	Quarterly Date	means each of March 31, June 30, September 30 and December 31 of a calendar year, and "Quarterly Dates" shall be construed accordingly.
84.	RBI	means the Reserve Bank of India.
85.	Rating	means the credit rating for the Debentures from the Rating Agency, being, "CRISIL A+/Positive" affirmed/assigned by the Rating Agency through its letter dated August 20, 2026.
86.	Rating Agency	means CRISIL Ratings Limited.
87.	Recovery Expense Fund/REF	means the recovery expense fund established/to be established and maintained by the Issuer in accordance with the provisions of Chapter IV (*Recovery Expenses Fund*) of the SEBI Debenture Trustees Master Circular.
88.	Register of Beneficial Owners	means the register of beneficial owners of the Debentures maintained in the records of the Depositories.
89.	Register of Debenture Holders	means the register of debenture holders maintained by the Issuer in accordance with Section 88 of the Companies Act.

S. NO.	TERM	DEFINITION
90.	Registrar/R&T Agent	means the registrar and transfer agent appointed for the issue of Debentures, being Integrated Registry Management Services Private Limited.
91.	ROC	means the jurisdictional registrar of companies.
92.	RTGS	means Real Time Gross Settlement.
93.	Scheme	means the composite scheme of arrangement between the Issuer, Vivriti Finance Limited (formerly known as Vivriti Capital Limited), Vivriti Asset Management Private Limited (Amalgamated), Vivriti Asset Management Private Limited (the erstwhile Vivriti Funds Private Limited, and Vivriti Next Limited, as approved by the National Company Law Tribunal, Chennai pursuant its order dated December 9, 2025 read with rectification order dated December 19, 2025 and available at https://www.vivriticapital.com/vivriti-group-scheme-of-restructuring.html, pursuant to which, *inter alia*, all assets, liabilities, rights, obligations, title, interests and benefits in respect of the non-banking financial company undertaking/business of Vivriti Finance Limited (formerly known as Vivriti Capital Limited) were transferred to and vested in the Issuer with effect from April 1, 2026.
94.	SEBI	means the Securities and Exchange Board of India.
95.	SEBI Debenture Trustees Master Circular	means the master circular issued by SEBI bearing reference number SEBI/HO/DDHS-PoD-1/P/CIR/2025/117 dated August 13, 2025, on "*Master Circular for Debenture Trustees*", as amended, modified, supplemented, or restated from time to time.
96.	SEBI EBP Requirements/EBP Requirements	means the requirements with respect to electronic book mechanism prescribed in Chapter VI (*Electronic Book Provider platform*) of the Listed NCDs Master Circular, and the operational guidelines issued by the relevant electronic book provider, each as amended, modified, supplemented, or restated from time to time.
97.	SEBI Listed Debentures Circulars	means, collectively, the Listed NCDs Master Circular, the SEBI Debenture Trustees Master Circular, the SEBI Debt Listing Regulations, (to the extent applicable) the SEBI LODR Master Circulars, and (to the extent applicable) the SEBI LODR Regulations.
98.	SEBI Listing Timelines Requirements	means the requirements in respect of the timelines for listing of debt securities issued on a private placement basis prescribed in Chapter VII (*Standardization of timelines for listing of securities issued on a private placement basis*) of the Listed NCDs Master Circular, read with, to the extent applicable, the SEBI EBP Requirements.
99.	SEBI LODR Master Circulars	means the master circular issued by SEBI bearing reference number SEBI/HO/49/14/14(7)2025-CFD-POD2/I/3762/2026 dated January 30, 2026 on "*Master circular for compliance with the provisions of the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015 by listed entities*" read with the master circular issued by SEBI bearing reference number SEBI/HO/DDHS/DDHS-PoD-1/P/CIR/2025/0000000103 dated July 11, 2025 on "*Master Circular for listing*

S. NO.	TERM	DEFINITION
		obligations and disclosure requirements for Non-convertible Securities, Securitized Debt Instruments and/ or Commercial Paper", each as amended, modified, supplemented, or restated from time to time.
100.	Secured Obligations	means the Series A Secured Obligations, Series B Secured Obligations, or any one or both of them, as the context may require.
101.	Security Cover	has the meaning given to it in the Section 8.1 (*Summary Terms*).
102.	Series A Debentures	means 50,000 (fifty thousand) Series A rated, listed, senior, secured, redeemable, taxable, non-convertible debentures denominated in INR, having a face value of INR 10,000 (Indian Rupees Ten Thousand) each and an aggregate nominal value of INR 50,00,00,000 (Indian Rupees Fifty Crore) including a green shoe option of 25,000 (twenty five thousand) Series A rated, listed, senior, secured, redeemable, taxable, non-convertible debentures denominated in INR, having a face value of INR 10,000 (Indian Rupees Ten Thousand) each and an aggregate nominal value of INR 25,00,00,000 (Indian Rupees Twenty Five Crore).
103.	Series A Debenture Holders	means, each person who is: (a) registered as a Beneficial Owner in respect of the Series A Debentures; and (b) registered as a debenture holder in the Register of Debenture Holders in respect of the Series A Debentures. Paragraphs (a) and (b) shall be deemed to include transferees of the Series A Debentures registered with the Issuer and the Depository(ies) from time to time, and in the event of any inconsistency between paragraphs (a) and (b) above, paragraph (a) shall prevail, and "Series A Debenture Holder" shall be construed accordingly.
104.	Series A Final Redemption Date	means December 17, 2027 (being the date occurring on the expiry of 14 (fourteen) months and 29 (twenty nine) days from the Deemed Date of Allotment), or such other earlier date, subject to Applicable Law, on which the Series A Debentures are required to be redeemed pursuant to the transaction documents.
105.	Series A Interest Payment Dates	means the interest payment dates as specified in Annexure IV of this Key Information Document, and "Series A Interest Payment Date" shall be construed accordingly.
106.	Series A Interest Rate	means 9.60% (nine decimal six zero percent) per annum payable monthly.
107.	Series A Outstanding Amounts	means, at any date, the Series A Outstanding Principal Amounts together with any interest, additional interest, costs, fees, charges, and other amounts payable by the Issuer in respect of the Series A Debentures.
108.	Series A Outstanding Principal Amounts	means, at any date, the principal amounts outstanding under the Series A Debentures.

S. NO.	TERM	DEFINITION
109.	Series A Secured Obligations	means all present and future obligations (whether actual or contingent and whether owed jointly or severally or in any capacity whatsoever) of the Issuer to the Series A Debenture Holders or the Debenture Trustee under the transaction documents, including without limitation, the making of payment of any interest/ interest accrued thereon, redemption of principal amounts, the default interest, additional interest, liquidated damages and all fees, costs, charges, expenses and other amounts payable by the Issuer in respect of the Series A Debentures.
110.	Series B Debentures	means 50,000 (fifty thousand) Series B rated, listed, senior, secured, redeemable, taxable, non-convertible debentures denominated in INR, having a face value of INR 10,000 (Indian Rupees Ten Thousand) each and an aggregate nominal value of INR 50,00,00,000 (Indian Rupees Fifty Crore) including a green shoe option of 25,000 (twenty five thousand) Series B rated, listed, senior, secured, redeemable, taxable, non-convertible debentures denominated in INR, having a face value of INR 10,000 (Indian Rupees Ten Thousand) each and an aggregate nominal value of INR 25,00,00,000 (Indian Rupees Twenty Five Crore).
111.	Series B Debenture Holders	means, each person who is: (a) registered as a Beneficial Owner in respect of the Series B Debentures; and (b) registered as a debenture holder in the Register of Debenture Holders in respect of the Series B Debentures. Paragraphs (a) and (b) shall be deemed to include transferees of the Series B Debentures registered with the Issuer and the Depository(ies) from time to time, and in the event of any inconsistency between paragraphs (a) and (b) above, paragraph (a) shall prevail, and "Series B Debenture Holder" shall be construed accordingly.
112.	Series B Final Redemption Date	means August 18, 2028 (being the date occurring on the expiry of 23 (twenty three) months from the Deemed Date of Allotment), or such other earlier date, subject to Applicable Law, on which the Series B Debentures are required to be redeemed pursuant to the transaction documents.
113.	Series B Interest Payment Dates	means the interest payment dates as specified in Annexure IV of this Key Information Document, and "Series B Interest Payment Date" shall be construed accordingly.
114.	Series B Interest Rate	means 9.80% (nine decimal eight zero percent) per annum payable monthly.
115.	Series B Outstanding Amounts	means, at any date, the Series B Outstanding Principal Amounts together with any interest, additional interest, costs, fees, charges, and other amounts payable by the Issuer in respect of the Series B Debentures.
116.	Series B Outstanding Principal Amounts	means, at any date, the principal amounts outstanding under the Series B Debentures.
117.	Series B Secured Obligations	means all present and future obligations (whether actual or contingent and whether owed jointly or severally or in any capacity whatsoever) of the

S. NO.	TERM	DEFINITION
		Issuer to the Series B Debenture Holders or the Debenture Trustee under the transaction documents, including without limitation, the making of payment of any interest/ interest accrued thereon, redemption of principal amounts, the default interest, additional interest, liquidated damages and all fees, costs, charges, expenses and other amounts payable by the Issuer in respect of the Series B Debentures.
118.	Special Majority Debenture Holders	means: (a) in respect of the Series A Debentures, the Series A Debenture Holders holding not less than 75% (seventy five percent) of the value of the Series A Outstanding Principal Amounts of the Debentures; and (b) in respect of the Series B Debentures, the Series B Debenture Holders holding not less than 75% (seventy five percent) of the value of the Series B Outstanding Principal Amounts of the Debentures.
119.	Special Resolution	means: (a) in respect of the Series A Debenture Holders, a resolution approved by the Series A Special Majority Debenture Holders; and (b) in respect of the Series B Debenture Holders, a resolution approved by the Series B Special Majority Debenture Holders.
120.	Step Up	means the payment of interest in respect of the Debentures at the Step Up Rate in accordance with Section 8.1 (*Summary Terms*).
121.	Step Up Rate	has the meaning given to it in Section 8.1 (*Summary Terms*).
122.	Stressed Assets Directions	means the Reserve Bank of India (Non-Banking Financial Companies – Resolution of Stressed Assets) Directions, 2025 dated November 28, 2025, as amended, modified, supplemented or restated from time to time.
123.	Tax	means any present or future tax (direct or indirect), levy, duty, charge, fees, deductions, withholdings, surcharges, cess, turnover tax, transaction tax, stamp tax or other charge of a similar nature (including any penalty or interest payable on account of any failure to pay or delay in paying the same), now or hereafter, imposed pursuant to any Applicable Law or by any Governmental Authority.
124.	Tax Deduction	means a deduction or withholding for or on account of Tax from a payment under a transaction document pursuant to Applicable Law.
125.	Tier 1 Capital	has the meaning given to it in the NBFC Directions.
126.	Tier 2 Capital	has the meaning given to it in the NBFC Directions.
127.	Transaction Documents	has the meaning given to it in the Section 8.1 (*Summary Terms*).
128.	Transaction Security	has the meaning given to it in the Section 8.1 (*Summary Terms*).
129.	WDM	means the Wholesale Debt Market segment of the BSE

S. NO.	TERM	DEFINITION
130.	Wilful Defaulter	means an Issuer who is categorized as a wilful defaulter by any Bank or financial institution or consortium thereof, in accordance with the guidelines on wilful defaulters issued by the Reserve Bank of India and includes an issuer whose director or promoter is categorized as such.

SECTION 2: NOTICE TO INVESTORS AND DISCLAIMERS

2.1 ISSUER'S DISCLAIMER

Please refer to Section 2.1 of the General Information Document for the disclaimers by the Issuer.

The Issuer has not engaged any platforms for selling / trading of any tranche/series of Debentures in the secondary market. The Issuer does not undertake any responsibility for trading of any tranche/series of Debentures in the secondary market by the Investors. The onus of compliance with applicable regulations and guidelines for any sale / purchase in the secondary market lies with the respective parties to the trade and the Issuer shall not be held liable for such trades.

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

2.2 DISCLAIMER CLAUSE OF STOCK EXCHANGES

Please refer to Section 2.2 of the General Information Document for the disclaimers in respect of the stock exchanges.

2.3 DISCLAIMER CLAUSE OF RBI

Please refer to Section 2.3 of the General Information Document for the disclaimers in respect of RBI.

2.4 DISCLAIMER CLAUSE OF SEBI

Please refer to Section 2.4 of the General Information Document for the disclaimers in respect of the SEBI.

IT IS TO BE DISTINCTLY UNDERSTOOD THAT FILING OF THE ISSUE DOCUMENT/GENERAL INFORMATION DOCUMENT (AND ANY KEY INFORMATION DOCUMENT ISSUED PURSUANT THERETO) 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 DEBT DISCLOSURE DOCUMENT/ GENERAL INFORMATION DOCUMENT (AND ANY KEY INFORMATION DOCUMENT ISSUED PURSUANT THERETO). THE LEAD MANAGER(S) (IF ANY) HAS CERTIFIED THAT THE DISCLOSURES MADE IN THE ISSUE DOCUMENT/GENERAL INFORMATION DOCUMENT (AND ANY KEY INFORMATION DOCUMENT ISSUED PURSUANT THERETO) 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.

2.5 DISCLAIMER IN RESPECT OF JURISDICTION

Please refer to Section 2.5 of the General Information Document for the disclaimers in respect of the jurisdiction.

2.6 DISCLAIMER IN RESPECT OF RATING AGENCIES

Please refer to Section 2.6 of the General Information Document for the disclaimers in respect of the Rating Agency.

2.7 DISCLAIMER IN RESPECT OF MERCHANT BANKER

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

Please also refer to Section 2.7 of the General Information Document for the disclaimers in respect of the Merchant Banker.

2.8 DISCLAIMER IN RESPECT OF DEBENTURE TRUSTEE

THE DEBENTURE TRUSTEE IPSO FACTO DOES NOT HAVE THE OBLIGATIONS OF A BORROWER OR A PRINCIPAL DEBTOR OR A GUARANTOR AS TO THE AMOUNTS INVESTED BY THE DEBENTURE HOLDERS FOR THE SUBSCRIPTION OF ANY TRANCHE/SERIES OF DEBENTURES.

Please also refer to Section 2.8 of the General Information Document for the disclaimers in respect of the Debenture Trustee.

2.9 ISSUE OF DEBENTURES IN DEMATERIALISED FORM

Please also refer to Section 2.9 of the General Information Document for the disclaimers in respect of issuance of the Debentures in the dematerialised form.

SECTION 3: DETAILS OF PROMOTERS OF THE ISSUER

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

1. **Mr. Vineet Sukumar**



(a) Date of Birth: 30-06-1979

(b) Age: 47 years

(c) Educational Qualifications: Vineet has completed his master's degree in business administration from IIM Bangalore, and bachelor's degree in engineering from IIT Kharagpur.

(d) Experience in the business or employment: 22+ years.

(e) Positions/posts held in the past: Vineet was the Chief Financial Officer of Northern Arc Capital Limited *(formerly known as IFMR Capital Limited)* and the Chief Executive Officer of Northern Arc Investment Managers Private Limited *(formerly known as IFMR Investment Managers Private Limited) (wholly owned subsidiary of IFMR Capital)*. Prior to this, Vineet led key relationships at Standard Chartered Bank. Vineet has also worked with Tata Administrative Services and Tata Motors.

(f) Directorships held:

CIN	Name of the Company	Designation	Original date of appointment	Date of appointment at current/ last designation	Date of cessation
U65929TN2017PLC117196	VIVRITI CAPITAL LIMITED	Managing Director	30/08/2017	25/05/2019	-
U65990TN2021PTC144175	ASPERO MARKETS PRIVATE LIMITED *(formerly known as CredAvenue Securities Private Limited)*	Director	18/06/2021	18/06/2021	17/08/2026
U72900TN2016PTC113891	SANGVINT TECHNOLOGIES PRIVATE LIMITED	Director	26/12/2016	26/12/2016	-
U72900TN2020PTC137251	YUBI PRIVATE LIMITED *(formerly known as CredAvenue Private Limited)*	Director	21/08/2020	06/10/2021	-
U74120TN2014PTC095064	NORTHERN ARC INVESTMENT MANAGERS PRIVATELIMITED	Director	19/01/2017	08/05/2017	01/06/2017
U74999TN2017PTC117539	VIVRITI NEXT LIMITED *(formerly known as*	Director	16/02/2023	10/03/2023	-

CIN	Name of the Company	Designation	Original date of appointment	Date of appointment at current/ last designation	Date of cessation
	Vivriti Next Private Limited)				
U66300TN2003PTC052025	VIVRITI FUNDS PRIVATE LIMITED *(formerly known as Keerthi Logistics Private Limited)*	Director	16/5/2023	27/05/2023	-
U65929TN2019PTC127644	VIVRITI ASSET MANAGEMENT PRIVATE LIMITED	Managing Director	21/02/2019	10/08/2019	
U65991TN1989PTC017066	HARI AND COMPANY INVESTMENTS MADRAS PRIVATE LIMITED	Director	04/03/2024	26/09/2024	-
U91990MH2020NPL346315	FINTECH ASSOCIATION FOR CONSUMER EMPOWERMENT	Director	30/04/2025	30/04/2025	-
U70200TN2025PTC187328	LIGHTERSIDE PRIVATE LIMITED	Director	17/12/2025	17/12/2025	-

(g) Other ventures of the promoter:

CIN/LLPIN	LLP Name	Designation	Original Date of appointment	Date of Appointment at Current Designation	Date of cessation
ABZ-4811	VIVRITI INDIA CAT III LLP	Designated Partner	-	16/12/2022	-
ABZ-3307	Vivriti Fixed Income Fund - Series 4 IFSC LLP	Designated Partner	-	06/12/2022	-
ABZ-3305	Vivriti Fixed Income Fund - Series 3 IFSC LLP	Designated Partner	-	06/12/2022	-

(h) Special achievements: Nil

(i) Their business and financial activities: Nil

(j) Other details: Not available

2. **Vivriti Next Limited** (*formerly known as Vivriti Next Private Limited*)

(a) ~~Date of Birth/~~Date of Incorporation: 12/07/2017

(b) Age: Not Applicable

(c) Educational Qualifications: Not Applicable

(d) Experience in the business or employment: Not Applicable

(e) Positions/posts held in the past: Not Applicable

(f) Directorships held: Not Applicable

(g) Other ventures of the promoter: Not Applicable

(h) Special achievements: Not Applicable

(i) Their business and financial activities: The Company is engaged in the business of management and business consulting activities.

(j) Other details: Not Applicable

The Issuer hereby confirms and declares that, to the extent applicable, Permanent Account Number, Aadhaar Number, Driving License Number, Bank Account Number(s), Passport Number and personal addresses of the promoters and Permanent Account Number of directors have been submitted to BSE, at the time of filing the draft General Information Document.

SECTION 4: RISK FACTORS

Please refer to Section 4 of the General Information Document for the risk factors in respect of the issuance of the Debentures. In addition to the risk factors set out in the General Information Document, please find below the risk factors applicable for this Issue.

4.1 RISKS RELATING TO REDUCED FACE VALUE DEBENTURES AND LIMITED MARKET LIQUIDITY

The Debentures are being issued at a face value of INR 10,000 each pursuant to SEBI circular no. SEBI/HO/DDHS/DDHS-PoD-1/P/CIR/2024/94 dated July 3, 2024, which permits issuance of listed debt securities on a private placement basis at a reduced denomination from the standard minimum face value of INR 1,00,000. The reduced denomination does not mitigate any credit, liquidity, interest rate or other investment risks associated with such securities. Any security structure, credit enhancement or repayment mechanism (if applicable) will be as specified in the Debt Disclosure Documents. Although the Debentures may be listed on a recognised stock exchange, there can be no assurance of liquidity or the development of an active secondary market. Investors should conduct their own independent assessment before making an investment decision.

SECTION 5: FINANCIAL STATEMENTS

Please refer Annexure I of the General Information Document for the audited financial statements of the Issuer for the Financial Years ended March 31, 2023, March 31, 2024, and March 31, 2025. The audited financial statements of the Issuer for the Financial Year ended March 31, 2026, and the limited review financial results for the financial quarter ended June 30, 2026, are set out under **Annexure XI** of this Key Information Document.

Pursuant to the terms of the Scheme, all present, contingent and future liabilities of Vivriti Finance Limited *(formerly known as Vivriti Capital Limited)* relating to the non-banking finance company related business have been transferred to the Issuer, and all such liabilities would be discharged as the liabilities of the Issuer. The Scheme has been approved by the NCLT, Chennai bench vide Order No. CP/CAA/37/2025 dated December 09, 2025, read with Order No. IA/CA/256/2025 dated December 19, 2025. The "Effective Date" and "Appointed Date" for the Scheme is April 1, 2026.

Until March 31, 2026, the debt securities were listed under the books of accounts of Vivriti Finance Limited *(formerly known as Vivriti Capital Limited)* and further information in this regard can be accessed at: https://www.vivriticapital.com/annual-reports.html.

SECTION 6: REGULATORY DISCLOSURES

This Key Information Document is prepared in accordance with the provisions of SEBI Debt Listing Regulations and in this Section 6, the Issuer has set out the details required as per the SEBI Debt Listing Regulations (including Schedule I thereof).

6.1 **The Issuer shall file the following documents along with the listing application to the stock exchange and with the Debenture Trustee:**

Along with this Key Information Document and the corporate authorisations for this issuance of the Debentures, the documents set out in Section 6.1 of the General Information Document have been / shall be submitted along with the listing application to the BSE and with the Debenture Trustee.

6.2 **The following documents have been / shall be submitted to BSE at the time of filing the draft of this Key Information Document:**

Please refer **Annexure V** of this Key Information Document for the due diligence certificates from the Debenture Trustee as per the format specified in the SEBI Debenture Trustees Master Circular and the format as specified in the SEBI Debt Listing Regulations.

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

CRISIL Ratings Limited has affirmed/assigned a rating of "CRISIL A+/Positive" through its letter dated August 20, 2026, for the Debentures to be issued in the proposed Issue. The rating letter from the Rating Agency, and the rating rationale from the Rating Agency are provided in **Annexure I** of this Key Information Document.

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

6.4 **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). 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 or has been created, as specified by the Board.**

The Debentures are proposed to be listed on the WDM segment of the BSE within the time period prescribed under the SEBI Listing Timelines Requirements. The Debentures are not proposed to be listed on more than one stock exchange.

The Issuer has obtained the in-principle approval for the listing of the debentures in accordance with the General Information Document from BSE, and the same is annexed in **Annexure X** of this Key Information Document.

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 Recovery Expense Fund shall be created by the Issuer with BSE in accordance with Chapter IV of the SEBI Debenture Trustees Master Circular.

6.5 **Issue Schedule:**

PARTICULARS	DATE
Issue Opening Date	September 17, 2026
Issue Closing Date	September 17, 2026
Pay In Date	September 18, 2026
Deemed Date of Allotment	September 18, 2026

6.6 **Name, logo, addresses, website URL, email address, telephone number and contact person of:**

(a) **Legal Counsel**

Name	N.A. The Issuer has been advised by its in-house legal and compliance team.
Logo	N.A.
Address	N.A.
Website	N.A.
E-mail address	N.A.
Telephone Number	N.A.
Contact Person Details	N.A.

(b) **Merchant Banker and co-managers to the issues**

Name	SKI Capital Services Ltd.
Logo	
Address	718, Dr. Joshi Road, Karol Bagh, New Delhi – 110005, India
Website	https://www.skicapital.net
E-mail address	dcm@skicapital.net
Telephone Number	+91-011-41189899
Contact Person Details	Mr. Manick Wadhwa/ Mr.Vivek Rana

(c) **Guarantor**

Name	N.A.
Logo	N.A.
Address	N.A.
Website	N.A.
E-mail address	N.A.
Telephone Number	N.A.
Contact Person Details	N.A.

(d) **Arrangers**

Name	N.A.
Logo	N.A.
Address	N.A.
Website	N.A.
E-mail address	N.A.
Telephone Number	N.A.
Contact Person Details	N.A.

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

Name	Beacon Trusteeship Limited
Logo	
Address	5W, 5th Floor, The Metropolitan, E-Block, Bandra Kurla Complex, Bandra (E), Mumbai – 400051, Maharashtra, India
Website	www.beacontrustee.co.in
E-mail address	compliance@beacontrustee.co.in
Telephone Number	022- 46060278
Contact Person Details	Mr. Ritobrata Mitra

(f) **Credit Rating Agency for the Issue**

Name	CRISIL Ratings Limited
Logo	
Address	Lightbridge IT Park, Saki Vihar Road, Andheri East, Mumbai - 400072, Maharashtra, India
Website	https://www.crisilratings.com
E-mail address	crisilratingdesk@crisil.com
Telephone Number	2261373000
Contact Person Details	Mr. Ajit Velonie

(g) **Registrar the Issue**

Name	Integrated Registry Management Services Private Limited
Logo	
Address	2nd Floor, "Kences Towers", No. 1 Ramakrishna Street, North Usman Road, T. Nagar, Chennai – 600 017, Tamil Nadu, India
Website	http://www.integratedindia.in
E-mail address	yuvraj@integrated.india.in
Telephone Number	044 - 28140801 to 28140803
Contact Person Details	Mr. S. Yuvraj

(h) **Statutory Auditors**

Name	R.G.N. Price & Co., Chartered Accountants
Logo	
Peer review certificate no.	019588
Address	Akshaya Shanti, 1st Floor, 27, Anna Salai, Chennai – 600002, Tamil Nadu, India
Website	https://rgnprice.com/index.php
E-mail address	venkat@rgnprice.com
Telephone Number	044-47873795,044-28413633
Contact Person Details	Mr. K Venkatakrishnan

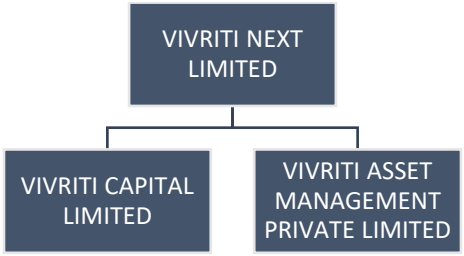
6.7 **About the Issuer**

The following details pertaining to the issuer:

(a) ***Overview and a brief summary of the business activities of the issuer / Line of Business:***
Please refer to Section 6.7(a) of the General Information Document for overview and a brief summary of the business activities of the Issuer. There are no changes to the information set out in the General Information Document.

(b) ***Structure of the group***

The organisational chart/structure of the group is as follows:



Further, the details of the management of the Issuer is as follows:

MANAGEMENT DETAILS		
Name	**Designation**	**Experience**
Vineet Sukumar	Managing Director	Mr. Vineet Sukumar is the one of the promoter of the Issuer. He is also the Managing director of the organisation. He holds a bachelor's degree in technology (mechanical engineering) from Indian Institute of Technology, Kharagpur and a postgraduate diploma in management from Indian Institute of Management, Bangalore. He was previously the Chief Financial Officer of Northern Arc Capital Limited *(formerly known as IFMR Capital Limited)* and the Chief Executive Officer of Northern Arc Investment Managers Private Limited *(formerly known as IFMR Investment Managers Private Limited) (wholly owned subsidiary of IFMR Capital)*. Prior to this, he led key relationships at Standard Chartered Bank. He has also worked with Tata Administrative Services and Tata Motors.
Namrata Kaul	Independent Director	Ms. Namrata Kaul holds a post-graduate diploma from Indian Institute of Management, Ahmedabad and was also awarded the Chevening Scholarship to study Leadership and Excellence at the London School of Economics and Political Science. She has a Bachelor of Commerce's degree from Lady Shi Ram College for Women, Delhi. She has over 33 years of experience in the finance sector in India and UK. Her rich experience spans across Corporate and Investment Banking functions, Global Markets and Treasury. Ms. Namrata has served as the Managing Director and Head of Corporate Banking for Deutsche Bank, India. Ms. Namrata has also

MANAGEMENT DETAILS		
Name	**Designation**	**Experience**
		served in Strategic Leadership Team for Deutsche Bank Global Initiative "Home to Asia" to strengthen business flows to the bank.
Anita Belani	Independent Director	Ms. Anita Belani has significant experience of over 3 decades in Human Resource and Strategy orientation. Her experience includes consultation across sectors at Board / CEO levels in areas such as Org Transformation, Market Entry Strategy, Leadership, Strategy Clarification, CEO Succession & Culture Building. Ms. Anita has served as the Managing Director and India Head for Russel & Reynolds, an operating partner at Gaja Capital Partners, and has held senior roles at KPMG, Jardine Fleming, Sun Microsystems. She holds a bachelor's (Hons) degree in Economics and master's degree in business administration from XLRI, Jamshedpur.
Santanu Paul	Independent Director	Mr. Santanu Paul is the Co-founder and CEO of TalentSprint, a global deeptech education platform for young and experienced professionals, which counts among its investors Nexus Venture Partners, NSDC, and the NSE Group. Earlier, he served as Senior Vice President for Global Delivery Operations and Head of Indian Operations for Virtusa Corporation, which went public on NASDAQ in 2007. He also worked as Chief Technology Officer at OpenPages and Viveca, both venture-backed US technology firms funded by Sigma Partners and Matrix Partners. He began his career at the prestigious IBM T.J. Watson Research Center in Yorktown Heights, New York. He holds a bachelor's degree of technology in computer science from the Indian Institute of Technology, Madras and Doctor of Philosophy in computer science and engineering from the University of Michigan and served as a board member for multiple companies such as National Payments Corporation of India, NSDL Payments Bank, Advait ARC, BNP Paribas, Sharekhan, and Vivriti Capital.
Lazar Zdravkovic	Nominee Director	Mr. Lazar Zdravkovic is the Vice President of Creation Investments and previously he was associated with Barclays as investment banker. He has worked extensively with Creation Investments portfolio companies in India over the last 6 years. He is involved in advising debt and equity financing, strategic and financial planning, hiring and financial reporting. He also has the experience of working with several portfolio companies of Creation Investments outside of India, including banks, non-bank lenders and Insurance Companies in Republic of Georgia, Sri Lanka, Indonesia, Albania, Poland, Mexico, Peru, Chile and Brazil. As an Investment Banking professional, he has also advised multiple financial institutions in the S&P 500, FTSE 100 as well as OMXS 30 on Debt and Equity raises, Mergers and Acquisitions along with multiple other transactions. He holds a bachelor's degree in business administration in finance and international business from McDonough School of Business at Georgetown University.
Narayan Ramachandran	Independent Director	Mr. Narayan Ramachandran is a writer, and emerging, and emerging markets investor. He is co-founder and Fellow of the Takshashila Foundation, a public policy school and think tank. He writes a fortnightly column titled "A Visible Hand" for 'The Mint'

MANAGEMENT DETAILS		
Name	**Designation**	**Experience**
		newspaper. He teaches an online graduate-level course on contemporary economics. Narayan is also co-chairman of Unitus Capital, India's largest social enterprise investment bank. He recently finished a full 8-year term as Chairman of RBL Bank, one of India's fastest growing banks. At RBL, he was one of the founding team members that led the transformation of the bank from a small regional bank to one that is now listed and has a national footprint. He is an active private equity investor in financial services, social enterprises and consumer businesses. He serves as the Chairman and co-founder of InKlude Labs, a social business enterprise working in the field of education and public health. Through InKlude Labs, Narayan works with deserving NGOs to help them scale. He is currently working on his third incubation with the Center for Wildlife Studies. Earlier, Narayan was the Country Head of Morgan Stanley India, leading all of the Morgan Stanley group's businesses. He was the head and lead portfolio manager of Morgan Stanley's Global Emerging Markets and Global Asset Allocation teams, managing over USD 25 billion in assets. Before joining Morgan Stanley, he was a managing director at Rogers Casey. He began his career at Goldman Sachs. He served as General Partner and Member of the Global Strategy Advisory Board of L Catterton Asia, a consumer-focused growth equity firm. Narayan received a B.Tech. in chemical engineering from the Indian Institute of Technology Bombay and an M.B.A. from the University of Michigan. Narayan holds the Chartered Financial Analyst designation. He is on the board of several entrepreneurial companies and foundations.
John Tyler Day	Nominee Director	Mr. John Tyler Day holds a bachelor's degree in business administration from University of Texas at Austin and a master's degree in business administration from J.L. Kellogg School of Management, Northwestern University. Previously, Mr. John Tyler Day was a Technical Advisor to the microfinance institution, Five Talents Uganda in Kampala, Uganda. Prior to that, he was a Financial Analyst in the mergers and acquisitions group at the investment banking firm Houlihan Lokey.
Gaurav Malhotra	Nominee Director	Mr. Gaurav Malhotra is an investment professional with over 20 years of experience in financial services, specializing in equity and debt investments, business and portfolio strategy, M&A and organizational transformation. He currently serves as Partner at Lightrock (since August 2025), where he focuses on investments in financial services and fintech. Prior to this, he was Director and Head of Financial Services Equity at British International Investment, where he led equity investments in financial institutions across South Asia. Earlier in his career, he worked as a Principal at Boston Consulting Group and as Head of Corporate Strategy at Escorts Limited. Gaurav currently

MANAGEMENT DETAILS		
Name	**Designation**	**Experience**
		serves as nominee director on the boards of CredAvenue Private Limited, Varthana Finance Private Limited, and Arya Collateral Warehousing Services Private Limited. He has previously served as nominee director on the boards of Indifi Technologies Private Limited, Aye Finance Limited, Shubham Housing Development Finance Company Limited, Veritas Finance Private Limited, Utkarsh Core Invest Limited, and Samasta Microfinance Limited. He holds a Bachelor of Engineering from Delhi College of Engineering and an MBA from the Indian Institute of Management Bangalore.
Krishna Ramachandran	Nominee Director	Mr. Krishna Ramachandran is currently the Managing Partner at TVS Capital Funds, He also hold the role of the COO and CFO of TCF. Prior to this he was the Managing Director at Accenture. Operations leading the Chennai center of over 16,000 people. Earlier he was the Global Head of Record to Report and Robotics Process Automation (Finance) at Philips in their Global finance team. Earlier he has been with Allianz for over 7 years and was the Chief financial officer of the shared services businesses in Asia and East Europe. In addition he was also the Global Head of finance offshoring business for Allianz. His experience includes, transformation, digitisation, in particular Robotics process automation and right shoring. He has handled several large transformation and offshoring projects as well as over 100 RPA/ digital projects. He has been involved in the set up of the shared service centre for a large telecom company in India. He has also led large multi-location and multi-cultural consulting engagements. He has also worked Ernst & Young, Vodafone, KPMG, EDS and Yum International. At Ernst & Young, he has led several corporate governance reviews and was the project manager of one of the largest global and multi location SOX project. He is a qualified Chartered Accountant and Management Accountant and a Company Secretary.

(c) ***A brief summary of the business activities of the subsidiaries of the issuer***

Please refer to Section 6.7(c) of the General Information Document for a brief summary of the business activities of the subsidiaries of the Issuer. There are no changes to the information set out in the General Information Document.

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

If the issuer provides the details of branches or units in the form of a static QR code and web link, the details of the said branches or units shall be provided to the debenture trustee as well and kept available for inspection as specified in Section 6.37(g) below.

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

Please refer to Section 6.7(d) of the General Information Document for overview and a brief summary of the business activities of the Issuer. There are no changes to the information set out in the General Information Document.

(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 proceeds raised from the issue of the Debentures are not being utilised for funding of any projects. Please refer Section 8.1 (*Summary Terms*) below for the Purpose.

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

S. NO	PARTICULARS	FEE/EXPENSE AMOUNT	% OF TOTAL ISSUE EXPENSES	% OF TOTAL ISSUE SIZE
1.	Lead Manager(s) fees	4,00,000.00	14.71%	0.04%
2.	Underwriting commission	N. A	N. A	N. A
3.	Brokerage, selling commission and upload fees	N. A	N. A	N. A
4.	Fees payable to the registrars to the issue	N. A	N. A	N. A
5.	Fees payable to the legal advisors	3,50,000.00	12.87%	0.04%
6.	Advertising and marketing expenses	N. A	N. A	N. A
7.	Fees payable to the regulators including stock exchanges	50,000.00	1.84%	0.01%
8.	Expenses incurred on printing and distribution of issue stationary	N. A	N. A	N. A
9.	Any other fees, commission and payments under whatever nomenclature	19,19,205.00	61.25%	0.19%
TOTAL		**27,19,205.00**	**100.00%**	**0.27%**

* 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.

The Issuer has been advised by its in-house legal and compliance team.

** 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.

6.9 **Financial Information**

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

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

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:

(i) 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.

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

Please refer **Annexure I** of the General Information Document for the audited financial statements of the Issuer for the Financial Years ended March 31, 2023, March 31, 2024, and March 31, 2025. The audited financial statements of the Issuer for the Financial Year ended March 31, 2026, and the limited review financial results for the quarter ended June 30, 2026, are set out under **Annexure XI** of this Key Information Document.

Pursuant to the terms of the Scheme, all present, contingent and future liabilities of Vivriti Finance Limited *(formerly known as Vivriti Capital Limited)* relating to the non-banking finance company related business have been transferred to the Issuer, and all such liabilities would be discharged as the liabilities of the Issuer. The Scheme has been approved by the NCLT, Chennai bench vide Order No. CP/CAA/37/2025 dated December 09, 2025, read with Order No. IA/CA/256/2025 dated December 19, 2025. The "Effective Date" and "Appointed Date" for the Scheme is April 1, 2026.

Until March 31, 2026, the debt securities were listed under the books of accounts of Vivriti Finance Limited *(formerly known as Vivriti Capital Limited)* and further information in this regard can be accessed at: https://www.vivriticapital.com/annual-reports.html.

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

Please refer Annexure I of the General Information Document for the audited financial statements of the Issuer for the Financial Years ended March 31, 2023, March 31, 2024, and March 31, 2025. The audited financial statements of the Issuer for the Financial Year ended March 31, 2026, and the limited review financial results for the quarter ended June 30, 2026, are set out under **Annexure XI** of this Key Information Document.

Pursuant to the terms of the Scheme, all present, contingent and future liabilities of Vivriti Finance Limited *(formerly known as Vivriti Capital Limited)* relating to the non-banking finance company related business have been transferred to the Issuer, and all such liabilities would be discharged as the liabilities of the Issuer. The Scheme has been approved by the NCLT, Chennai bench vide Order No. CP/CAA/37/2025 dated December 09, 2025, read with Order No. IA/CA/256/2025 dated December 19, 2025. The "Effective Date" and "Appointed Date" for the Scheme is April 1, 2026.

Until March 31, 2026, the debt securities were listed under the books of accounts of Vivriti Finance Limited *(formerly known as Vivriti Capital Limited)* and further information in this regard can be accessed at: https://www.vivriticapital.com/annual-reports.html.

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

(i) The issue is made on the Electronic Book Platform of the stock exchange, irrespective of the issue size; and

(ii) In case of issue of securities on a private placement basis, the issue is open for subscription only to qualified institutional buyers

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

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

Please refer Annexure I of the General Information Document for the audited financial statements of the Issuer for the Financial Years ended March 31, 2023, March 31, 2024, and March 31, 2025. The audited financial statements of the Issuer for the Financial Year ended March 31, 2026, and the limited review financial results for the quarter ended June 30, 2026, are set out under **Annexure XI** of this Key Information Document.

Pursuant to the terms of the Scheme, all present, contingent and future liabilities of Vivriti Finance Limited *(formerly known as Vivriti Capital Limited)* relating to the non-banking finance company related business have been transferred to the Issuer, and all such liabilities would be discharged as the liabilities of the Issuer. The Scheme has been approved by the NCLT, Chennai bench vide Order No. CP/CAA/37/2025 dated December 09, 2025, read with Order No. IA/CA/256/2025 dated December 19, 2025. The "Effective Date" and "Appointed Date" for the Scheme is April 1, 2026.

Until March 31, 2026, the debt securities were listed under the books of accounts of Vivriti Finance Limited *(formerly known as Vivriti Capital Limited)* and further information in this regard can be accessed at: https://www.vivriticapital.com/annual-reports.html.

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

*The Issuer does not have any subsidiary or associate entity and therefore the disclosure of financial statements on Consolidated basis is not applicable.

All amounts are in Indian Rupees in Lakhs, unless stated otherwise^:

^The line item(s) are not available as on the date of this KID as prior to the date hereof the Company was not required to maintain financial statements in IND AS for the financial years March 31, 2023, March 31, 2024, March 31, 2025, and March 31, 2026 (which have been prepared in accordance with Indian GAAP) as the Issuer did not meet the requisite thresholds for preparation of financials under IND AS. The Company has restated the numbers for the Financial Year ended March 31, 2026.

PARTICULARS	MARCH 31, 2024	MARCH 31, 2025	MARCH 31, 2026	JUNE 30, 2026
	Audited	Audited	Unaudited, Restated	Limited Review
BALANCE SHEET				
Assets				
Property, Plant and Equipment	N.A.	N.A.	2,611.60	1,695.69
Financial Assets	N.A.	N.A.	12,42,035.02	11,97,470.54
Non-financial Assets excluding property, plant and equipment	N.A.	N.A.	13,996.81	10,843.54
Total Assets	N.A.	N.A.	**12,58,643.43**	**12,10,009.77**
Liabilities				
Financial Liabilities	N.A.	N.A.	**10,18,635.49**	**9,62,867.26**
- Derivative financial instruments	N.A.	N.A.	**0**	0
- Trade Payables	N.A.	N.A.	2,179.90	6,279.84
- Debt Securities	N.A.	N.A.	2,56,643.05	2,30,799.52
- Borrowings (other than Debt Securities)	N.A.	N.A.	6,79,368.27	6,67,289.13
- Subordinated liabilities	N.A.	N.A.	20,287.23	0
- Other financial liabilities	N.A.	N.A.	60,157.04	58,498.77
Non-Financial Liabilities	N.A.	N.A.	**2,075.02**	**1,998.95**
- Current tax liabilities (net)	N.A.	N.A.	0	0
- Provisions	N.A.	N.A.	1,268.38	817.36
- Deferred tax liabilities (net)	N.A.	N.A.	0	0
- Other non-financial liabilities	N.A.	N.A.	806.64	1,181.59
	N.A.	N.A.	**0**	0
Equity (Equity Share Capital and Other Equity)	N.A.	N.A.	**2,37,932.92**	**2,45,143.56**
Total Liabilities and Equity	N.A.	N.A.	**12,58,643.43**	**12,10,009.77**
PROFIT AND LOSS				

PARTICULARS	MARCH 31, 2024	MARCH 31, 2025	MARCH 31, 2026	JUNE 30, 2026
	Audited	Audited	Unaudited, Restated	Limited Review
Revenue from operations	N.A.	N.A.	1,64,701.76	44,588.94
Other Income	N.A.	N.A.	1,929.45	656.52
Total Income	N.A.	N.A.	**1,66,631.21**	**45,245.46**
Total Expenses	N.A.	N.A.	**1,30,838.53**	**35,366.48**
Profit after tax for the year	N.A.	N.A.	26,517.75	7,323.27
Other Comprehensive income	N.A.	N.A.	1,036.84	-112.63
Total Comprehensive Income	N.A.	N.A.	**27,554.59**	**7,210.64**
Earnings per equity share (Basic)	N.A.	N.A.	3,535.70	976.44
Earnings per equity share (Diluted)	N.A.	N.A.	3,535.70	976.44

(INR in Lakhs)

Cash Flow Statement			
PARTICULARS	**FINANCIAL YEAR ENDED MARCH 31, 2024**	**FINANCIAL YEAR ENDED MARCH 31, 2025**	**FINANCIAL YEAR ENDED MARCH 31, 2026**
	Audited	**Audited**	**Audited**
Net cash from / used in (-) operating activities	(221.03)	(14.14)	(507.57)
Net cash from / used in (-) investing activities	215.72	14.26	559.81
Net cash from / used in (-) financing activities	-	(0.04)	-
Net increase / decrease (-) in cash and cash equivalents	(5.31)	0.08	52.24
Cash and cash equivalents as per Cash Flow Statement	0.00	0.07	52.31

The requisite disclosures are provided in Indian GAAP below.

(INR in Lakhs)

PARTICULARS	FINANCIAL YEAR ENDED MARCH 31, 2024	FINANCIAL YEAR ENDED MARCH 31, 2025	FINANCIAL YEAR ENDED MARCH 31, 2026
	Audited	Audited	Audited
Net Worth	2,578.36	2,590.88	2,700.98
Cash and cash equivalents	500.00	490.12	113.00
Loans			
Loans (Principal Amount)	-	-	-

PARTICULARS	FINANCIAL YEAR ENDED MARCH 31, 2024	FINANCIAL YEAR ENDED MARCH 31, 2025	FINANCIAL YEAR ENDED MARCH 31, 2026
	Audited	Audited	Audited
Total Debts to Total Assets	-	-	-
Interest Income	0.46	0.00	0.00
Interest Expense	-	-	-
Impairment on Financial Instruments	-	-	-
Bad Debts to Loans	-	-	-
% Stage 3 Loans on Loans (Principal Amount)	-	-	-
% Net Stage 3 Loans on Loans (Principal Amount)	-	-	-
Tier I Capital Adequacy Ratio (%)	124.11%	124.71%	126.79%
Tier II Capital Adequacy Ratio (%)	0.00%	0.00%	0.00%

Certain additional information as per Indian GAAP is as follows:

Standalone Basis*

(INR in Lakhs)

Balance Sheet			
	Mar-24	Mar-25	Mar-26
Particulars	Audited	Audited	Audited
EQUITY AND LIABILITIES			
Shareholders' funds			
Share capital	75.00	75.00	75.00
Reserves and surplus	2,503.36	2,515.88	2,625.98
(c) Money received against share warrants	-	-	-
	2,578.36	**2,590.88**	**2,700.98**
Current liabilities			
Short-term borrowings	-	-	-
(b) Trade payables	-	-	-
(c) Other current liabilities	-	-	0.06
Short term provisions	0.95	9.62	7.00
Other current liabilities	-	-	-
	0.95	**9.62**	**7.06**
TOTAL	**2,579.31**	**2,600.50**	**2,708.04**
ASSETS			
Non-current assets			
Fixed assets			

Balance Sheet			
	Mar-24	Mar-25	Mar-26
Particulars	Audited	Audited	Audited
Property, Plant & Equipment	-	-	545.32
(ii) Intangible assets	-	-	-
(iii) Capital work-in-progress	-	-	-
(iv) Intangible assets under development	-	-	-
(v) Fixed assets held for sale	-	-	-
Non-current investments			
Deferred tax assets (net)	-	-	-
Land (At cost)	-	-	-
Long-term loans and advances	1.35	-	459.11
(e) Other non-current assets	-	-	
	1.35	**-**	**1,004.43**
Current assets			
Current investments	2,077.45	2,077.45	1,584.90
(b) Inventories	-	-	-
Trade receivables	-	-	-
Cash and bank balances	500.00	490.12	113.00
Other current assets	0.51	32.93	5.71
(f) Short-term loans and advances			
	2,577.96	**2,600.50**	**2,708.04**
TOTAL	**2,579.31**	**2,600.50**	**2,708.04**

(INR in Lakhs)

Profit and Loss Statement			
PARTICULARS	**FINANCIAL YEAR ENDED MARCH 31, 2024**	**FINANCIAL YEAR ENDED MARCH 31, 2025**	**FINANCIAL YEAR ENDED MARCH 31, 2026**
	Audited	**Audited**	**Audited**
Revenue from operations	1,197.36	-	-
Other income	0.54	36.72	154.53
Total Income	**1,197.90**	**36.72**	**154.53**

Profit and Loss Statement			
PARTICULARS	**FINANCIAL YEAR ENDED MARCH 31, 2024**	**FINANCIAL YEAR ENDED MARCH 31, 2025**	**FINANCIAL YEAR ENDED MARCH 31, 2026**
	Audited	**Audited**	**Audited**
Expenses			
(a) Operating Expenses	-	-	-
(b) Changes in inventories	-	-	-
Employee benefits expense	3.38	-	-
(d) Finance costs	-	-	-
Depreciation and amortization expense	0.11	-	-
Other expenses	16.02	18.05	20.18
Finance cost	-	0.04	-
Total Expense	**19.51**	**18.09**	**20.18**
Profit / (Loss) before exceptional and extraordinary items and tax (3 - 4)	-	-	-
Profit / (Loss) before tax	**1178.39**	**18.63**	**134.35**
Tax expense			
(a) Current tax expense for current year	-	-	-
(b) (Less): MAT credit (where applicable)	-	-	-
(c) Current tax expense relating to prior years	-	-	-
Current tax	208.83	6.83	24.25
Deferred tax	3.41	-	-
Excess provision of tax relating to earlier years	-	(0.72)	-
Total tax expense	**212.25**	**6.11**	**24.25**
Profit / (Loss) for the year	**966.15**	**12.52**	**110.10**
Earnings Per share			
Basic	128.82	1.67	14.68

Profit and Loss Statement			
PARTICULARS	**FINANCIAL YEAR ENDED MARCH 31, 2024**	**FINANCIAL YEAR ENDED MARCH 31, 2025**	**FINANCIAL YEAR ENDED MARCH 31, 2026**
	Audited	**Audited**	**Audited**
Diluted	128.82	1.67	14.68

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

Please refer Section 6.9(f) of the General Information Document for details of any other contingent liabilities of the Issuer as of March 31, 2026.

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

S.NO.	NAME OF THE COUNTERPARTY	NATURE OF/RELATIONSHIP WITH COUNTERPARTY	NATURE OF CONTINGENT LIABILITY	AMOUNT OF CONTINGENT LIABILITY AS OF June 30, 2026 (in INR in Crores)
1.	Finova Capital Private Limited	Not a Related Party	Corporate Guarantee	2.20

6.10 **A brief history of the Issuer since its incorporation giving details of its following activities:**

(a) **Details of Share Capital as on last quarter end, i.e., June 30, 2026**:

Please refer to Section 6.10(a) of the General Information Document for details of share capital of the Issuer as of March 31, 2026. There are no changes to the information set out in the General Information Document as of June 30, 2026.

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

Please refer to Section 6.10(b) of the General Information Document for changes in capital structure of the Issuer for the preceding three financial year and the current financial year. There are no changes to the information set out in the General Information Document as of June 30, 2026.

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

Please refer to Section 6.10(c) of the General Information Document for details of equity share capital for the preceding three years and the current financial year. There are no changes to the information set out in the General Information Document as of June 30, 2026.

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

Not Applicable.

(e) **Details of any Reorganization or Reconstruction in the preceding one year:**

Please refer to Section 6.10(e) of the General Information Document for details of the reorganisation or reconstruction in the preceding one year. There are no changes to the information set out in the General Information Document.

(f) **Details of the shareholding of the Company as at the latest quarter end, as per the format specified under the listing regulations**:

The shareholding pattern of the Issuer as of March 31, 2026, prepared in accordance with the LODR Regulations is set out in **Annexure III** of the General Information Document. There are no changes to the information set out in the General Information Document as of the latest quarter ended June 30, 2026.

(g) **List of top ten holders of equity shares of the Company as on the latest quarter end, i.e., June 30, 2026**:

Please refer to Section 6.10(g) of the General Information Document for list of top ten holders of equity shares of the Company as of March 31, 2026. There are no changes to the information set out in the General Information Document as of June 30, 2026.

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

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

S. NO.	NAME OF THE DIRECTOR	DESIGNATION	AGE (IN YRS)	ADDRESS	DIN	DATE OF APPOINTMENT	DETAILS OF OTHER DIRECTORSHIP	WHETHER WILLFUL DEFAULTER (YES/NO)
1	Namrata Kaul **Occupation:** Business	Independent Director	62	Flat 401, Tower B6, World Spa West Sector-30 Gurgaon 122001	00994532	1 April 2026	1. Havells India Limited 2. Fusion Finance Limited *3.* Vivriti Asset Management Private Limited *(formerly known as Vivriti Funds Private Limited)* 4. Synergetics Management and Engineering Consultants Private Limited *5.* JSW Dulux Limited *(formerly known as Akzo Nobel India Limited)* 6. Vivriti Next Limited *(formerly known as Vivriti Next Private Limited)*	No
2	Vineet Sukumar **Occupation:** Business	Managing Director	47	4, KG Valmiki Apartments, 3rd Seaward Road Valmiki Nagar Thiruvanmiyur Chennai 600041 TN IN	06848801	04 March 2024	*1.* Vivriti Asset Management Private Limited (*formerly known as Vivriti Funds Private Limited)* *2.* Vivriti Next Limited *(formerly known as Vivriti Next Private Limited)* 3. Sangvint Technologies Private Limited 4. Yubi Private Limited *(formerly known as*	No

S. NO.	NAME OF THE DIRECTOR	DESIGNATION	AGE (IN YRS)	ADDRESS	DIN	DATE OF APPOINTMENT	DETAILS OF OTHER DIRECTORSHIP	WHETHER WILLFUL DEFAULTER (YES/NO)
							CredAvenue Private Limited) 5. Fintech Association for Consumer Empowerment (FACE) 6. Lighterside Private Limited 7. Vivriti Finance Limited *(formerly known as Vivriti Capital Limited)*	
3	Anita Belani **Occupation:** Business	Independent Director	62	B 6503, Trump Tower, The Lodha Park, Pandurang Budkar Marg, Worli, Mumbai City, Mumbai-400018, Maharashtra India.	01532511	1 April 2026	1. Proconnect Supply Chain Solutions Limited 2. Eternis Fine Chemicals Limited 3. Foseco India Limited 4. Redington Limited 5. Benares Hotels Limited 6. JSW Infrastructure Limited 7. JSW Jaigarh Port Limited 8. Kaya Limited *9.* Vivriti Next Limited *(formerly known as Vivriti Next Private Limited)* 10. Ask Asset Management Private Limited	No
4	Santanu Paul **Occupation:** Business	Independent Director	58	Plot No 12, Aparna Orchids, Near NAC, Madhapur, Hyderabad – 500 084	02039043	1 April 2026	1. Seeds Fincap Private Limited 2. Shubham Housing Development Finance Company Limited 3. Punity Design Systems Private Limited 4. BSE Limited *5.* Vivriti Next Limited *(formerly known as Vivriti Next Private Limited)* *6. Ecofy Finance Private Limited*	No
5	Lazar Zdravkovic **Occupation:** Business	Nominee Director	34	554 W Grant PL, Chicago, IL, 60614, USA	10052432	10 June 2024	*1.* Vivriti Next Limited *(formerly known as Vivriti Next Private Limited)* 2. Vivriti Finance Limited *(formerly known as Vivriti Capital Limited)* 3. Vivriti Asset Management Private Limited *(formerly known*	No

S. NO.	NAME OF THE DIRECTOR	DESIGNATION	AGE (IN YRS)	ADDRESS	DIN	DATE OF APPOINTMENT	DETAILS OF OTHER DIRECTORSHIP	WHETHER WILLFUL DEFAULTER (YES/NO)
							as Vivriti Funds Private Limited)	
6	Narayan Ramachandran **Occupation:** Business	Independent Director	64	D-51, Sobha Ivory 2, 7/1, St. Johns Road, Ulsoor, Bangalore-560 042, India.	01873080	1 April 2026	1. Action Foundation for Social Services 2. Vivriti Asset Management Private Limited *(formerly known as Vivriti Funds Private Limited)* 3. Inklude Labs Private Limited 4. Teamlease Services Limited 5. TVS Capital Funds Private Limited 6. UC Inclusive Credit Private Limited 7. Teamlease Digital Private Limited 8. Vivriti Next Limited *(formerly known as Vivriti Next Private Limited)* 9. Udhyam Learning Foundation	No
7	John Tyler **Occupation:** Business	Nominee Director	40	7302 Wentwood Drive, Dallas, Texas, 75225 USA	07298703	06 August 2026	1. Vastu Housing Finance Corporation Limited 2. Vivriti Finance Limited *(formerly known as Vivriti Capital Limited)* 3. Vivriti Asset Management Private Limited *(formerly known as Vivriti Funds Private Limited)* 4. Yubi Private Limited *(formerly known as CredAvenue Private Limited)* 5. OFB Tech Limited 6. CISV India Private Limited *7.* Vivriti Next Limited *(formerly known as Vivriti Next Private Limited)* 8. OXYZO Financial Services Limited	No

S. NO.	NAME OF THE DIRECTOR	DESIGNATION	AGE (IN YRS)	ADDRESS	DIN	DATE OF APPOINTMENT	DETAILS OF OTHER DIRECTORSHIP	WHETHER WILLFUL DEFAULTER (YES/NO)
8	Gaurav Malhotra **Occupation:** Business	Nominee Director	45	A601 Mantri Espana, Kariyammana, Agrahara, Bellandur, Bengaluru, Karnataka, 560103	07640504	06 August 2026	1. Yubi Private Limited *(formerly known as CredAvenue Private Limited)* 2. Lightrock Corporate Services Private Limited 3. Lightrock Investment Advisors Private Limited *4.* Vivriti Next Limited *(formerly known as Vivriti Next Private Limited)* 5. Smartcoin Financials Private Limited 6. Vivriti Asset Management Private Limited *(formerly known as Vivriti Funds Private Limited)* 7. Varthana Finance Private Limited 8. Arya Collateral Warehousing Services Private Limited	No
9	Krishna Ramachandran **Occupation:** Business	Nominee Director	55	No. 9, 1st Main Road, Lake Area, Nungambakkam, Chennai - 600034	07952166	06 August 2026	1. TVS Capital Funds Private Limited 2. Vivriti Asset Management Private Limited *(formerly known as Vivriti Funds Private Limited)* *3.* Vivriti Next Limited *(formerly known as Vivriti Next Private Limited)*	No

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

Please refer to Section 6.11(b) of the General Information Document for details of change in directors for the Financial Years ended March 31, 2024, March 31, 2025, and March 31, 2026.

~Note: *Please be informed that the Company Secretary and Compliance Officer of the Company will be appointed after evaluation within the prescribed timelines in line with applicable regulations.*

The change in directors during the current financial year is given below:

NAME	DESIGNATION	DIN	DATE OF APPOINTMENT	DATE OF CESSATION, IF APPLICABLE	DATE OF RESIGNATION, IF APPLICABLE	DIRECTOR OF THE COMPANY SINCE (IN CASE OF RESIGNATION)	REMARKS
Mr. Vineet Sukumar	Managing Director	06848801	01-04-2026*	-	-	-	Change in designation
Mr. Santanu Paul	Additional Director (Independent)	02039043	01-04-2026*	-	-	-	Appointment as Additional Director
Ms. Namrata Kaul	Additional Director (Independent)	00994532	01-04-2026*	-	-	-	Appointment as Additional Director
Ms. Anita Belani	Additional Director (Independent)	01532511	01-04-2026*	-	-	-	Appointment as Additional Director
Mr. Narayan Ramachandran	Additional Director (Independent)	01873080	01-04-2026*	-	-	-	Appointment as Additional Director
Mr. Vineet Sukumar	Managing Director	06848801	01-04-2026*	-	-	-	Change in designation
Mr. Santanu Paul	Independent Director	02039043	06-08-2026	-	-	-	Change in designation
Ms. Namrata Kaul	Independent Director	00994532	06-08-2026	-	-	-	Change in designation
Ms. Anita Belani	Independent Director	01532511	06-08-2026	-	-	-	Change in designation
Mr. Narayan Ramachandran	Independent Director	01873080	06-08-2026	-	-	-	Change in designation
Mr. Gaurav Malhotra	Additional Director (Nominee)	07640504	06-08-2026	-	-	-	Appointment as Additional Director
Mr. John Tyler Day	Additional Director (Nominee)	07298703	06-08-2026	-	-	-	Appointment as Additional Director
Mr. Krishna Ramachandran	Additional Director (Nominee)	07952166	06-08-2026	-	-	-	Appointment as Additional Director
Mr. Gaurav Malhotra	Nominee Director	07640504	02-09-2026	-	-	-	Change in designation
Mr. John Tyler Day	Nominee Director	07298703	02-09-2026	-	-	-	Change in designation
Mr. Krishna Ramachandran	Nominee Director	07952166	02-09-2026	-	-	-	Change in designation

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

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

By/in the Issuer:

S. NO.	NAME OF THE DIRECTOR	REMUNERATION PAYABLE/PAID BY THE ISSUER				SHAREHOLDING/NO. OF SHARES IN THE ISSUER (ON A FULLY DILUTED BASIS)
		FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27 (Current Year, as of August 31, 2026)	
1.	Mr. Vineet Sukumar	Nil	Nil	Nil	18.45 Lakhs**	1*
2.	Ms. Namrata Kaul	Nil	Nil	Nil	11 Lakhs	-
3.	Ms. Anita Belani	Nil	Nil	Nil	10 Lakhs	-
4.	Mr. Santanu Paul	Nil	Nil	Nil	6 Lakhs	-
5.	Mr. Narayan Ramachandran	Nil	Nil	Nil	5 Lakhs	-

**Note:* The Issuer is a wholly owned subsidiary of Vivriti Next Limited. The Issuer being a public company is required to have 7 (seven) shareholders, and the statutory requirement is met by way of nominee shareholders in accordance with Section 187 of Companies Act, 2013.*

***The remuneration disclosed above for Mr. Vineet Sukumar is paid for the month of April 30, 2026. With effect from May 01, 2026, Mr. Vineet Sukumar is not drawing any managerial remuneration from the Issuer.*

By/in the subsidiaries of the Issuer:

Nil

By/in the associate of the Issuer:

Nil

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

Please refer Section 6.11(c)(ii) of the General Information Document for the details of appointment of any relatives to an office or place of profit of the Issuer, its subsidiary or associate company. There are no changes to the information set out in the General Information Document as of June 30, 2026.

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

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

Please refer Section 6.11(c)(iii) of the General Information Document for the details of the full particulars of the nature and extent of interest, if any, of every director. There are no changes to the information set out in the General Information Document.

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

Please refer Section 6.11(d) of the General Information Document for the details of contribution being made by the directors as part of the offer or separately in furtherance of such objects. There are no changes to the information set out in the General Information Document.

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

Please refer Section 6.12 of the General Information Document for the details of 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. There are no changes to the information set out in the General Information Document.

6.13 **Following details regarding the auditors of the Issuer:**

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

Name of the Auditor	**Address**	**Date of appointment**	**Peer Review Certificate No.**
R.G.N. Price & Co., Chartered Accountants	Akshaya Shanthi, 1st Floor, 27/44, Anna Salai, Chennai - 600 002	28-08-2026	019588

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

Please refer Section 6.13(b) of the General Information Document for the details of change in auditors of the Issuer for the Financial Year March 31, 2024, March 31, 2025, and March 31, 2026. Below given is the change in auditors during the current Financial Year:

Name of the Auditor	**Address**	**Date of appointment**	**Date of cessation, if applicable**	**Date of resignation, if applicable**
LDS & Co, Chartered Accountants	No. 18/600, Near Tali Ganapathy Temple, Palayam, Kozhikode – 673002	26-09-2024	NA	13-08-2026
R.G.N. Price & Co., Chartered Accountants	Akshaya Shanthi, 1st Floor, 27/44, Anna Salai, Chennai - 600 002	28-08-2026	NA	NA

6.14 **Details of the following liabilities of the Issuer, as at the end of the preceding quarter, or if available, a later date:**

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

NAME OF THE LENDER	TYPE OF FACILITY/ INSTRUMENT	AMOUNT SANCTIONED (INR, IN CRORE)	PRINCIPAL AMOUNT OUTSTANDING (INR, IN CRORE)	REPAYMENT DATE/ SCHEDULE	SECURITY	CREDIT RATING, IF APPLICABLE	ASSET CLASSIFICATION
DCB Bank	WCDL	100.00	25.00	27-Sep-26	Charge on Receivables	ICRA A+/CARE A+/CRISIL A+	Standard
Mudra	TL	150.00	50.00	10-Jun-29	Charge on Receivables	ICRA A+/CARE A+/CRISIL A+	Standard
DCB Bank	PTC	45.67	48.30	12-Dec-27	Charge on Receivables	ICRA A+/CARE A+/CRISIL A+	Standard
RBL Bank Limited	WCDL	300.00	66.00	27-Sep-26	Charge on Receivables	ICRA A+/CARE A+/CRISIL A+	Standard
CSB Bank	WCDL	45.00	45.00	25-Sep-26	Charge on Receivables	ICRA A+/CARE A+/CRISIL A+	Standard
Suryoday SFB	TL	75.00	75.00	05-Jul-27	Charge on Receivables	ICRA A+/CARE A+/CRISIL A+	Standard
Sundaram Finance Limited	TL	50.00	50.00	15-Jun-28	Charge on Receivables	ICRA A+/CARE A+/CRISIL A+	Standard
Yes Bank	WCDL	120.00	5.00	13-Jun-27	Charge on Receivables	ICRA A+/CARE A+/CRISIL A+	Standard
DCB Bank	PTC	75.00	79.31	12-Nov-27	Charge on Receivables	ICRA A+/CARE A+/CRISIL A+	Standard
RBL Bank Limited	WCDL	300.00	173.00	30-Aug-26	Charge on Receivables	ICRA A+/CARE A+/CRISIL A+	Standard
Karur Vysya Bank	TL	75.00	75.00	31-May-30	Charge on Receivables	ICRA A+/CARE A+/CRISIL A+	Standard
Yes Bank	WCDL	120.00	115.00	27-May-27	Charge on Receivables	ICRA A+/CARE A+/CRISIL A+	Standard
DCB Bank	WCDL	75.00	25.00	03-Aug-26	Charge on Receivables	ICRA A+/CARE	Standard

NAME OF THE LENDER	TYPE OF FACILITY/ INSTRUMENT	AMOUNT SANCTIONED (INR, IN CRORE)	PRINCIPAL AMOUNT OUTSTANDING (INR, IN CRORE)	REPAYMENT DATE/ SCHEDULE	SECURITY	CREDIT RATING, IF APPLICABLE	ASSET CLASSIFICATION
						A+/CRISIL A+	
Federal Bank	WCDL	50.00	50.00	24-Oct-26	Charge on Receivables	ICRA A+/CARE A+/CRISIL A+	Standard
DCB Bank	WCDL	75.00	50.00	20-Jul-26	Charge on Receivables	ICRA A+/CARE A+/CRISIL A+	Standard
CSB Bank	TL	40.00	36.67	30-Mar-29	Charge on Receivables	ICRA A+/CARE A+/CRISIL A+	Standard
Dhanlaxmi Bank	TL	20.00	18.75	30-Mar-30	Charge on Receivables	ICRA A+/CARE A+/CRISIL A+	Standard
MAS Financial Services Ltd	TL	25.00	21.88	18-Mar-28	Charge on Receivables	ICRA A+/CARE A+/CRISIL A+	Standard
Mudra	TL	150.00	91.67	10-Mar-29	Charge on Receivables	ICRA A+/CARE A+/CRISIL A+	Standard
Sundaram Finance Limited	TL	50.00	44.13	17-Mar-28	Charge on Receivables	ICRA A+/CARE A+/CRISIL A+	Standard
Capital Small Finance Bank Limited	TL	10.00	9.65	01-Mar-30	Charge on Receivables	ICRA A+/CARE A+/CRISIL A+	Standard
Hero Fincorp	TL	65.00	65.00	18-Jun-27	Charge on Receivables	ICRA A+/CARE A+/CRISIL A+	Standard
IndusInd Bank	WCDL	25.00	25.00	26-Mar-27	Charge on Receivables	ICRA A+/CARE A+/CRISIL A+	Standard
SIDBI	TL	125.00	121.25	10-Mar-29	Charge on Receivables	ICRA A+/CARE A+/CRISIL A+	Standard
Hinduja Leyland Finance	TL	38.00	34.60	26-Sep-28	Charge on Receivables	ICRA A+/CARE A+/CRISIL A+	Standard

NAME OF THE LENDER	TYPE OF FACILITY/ INSTRUMENT	AMOUNT SANCTIONED (INR, IN CRORE)	PRINCIPAL AMOUNT OUTSTANDING (INR, IN CRORE)	REPAYMENT DATE/ SCHEDULE	SECURITY	CREDIT RATING, IF APPLICABLE	ASSET CLASSIFICATION
Godrej Capital	PTC	79.08	64.55	22-Sep-27	Charge on Receivables	ICRA A+/CARE A+/CRISIL A+	Standard
IndusInd Bank	TL	150.00	137.50	16-Mar-29	Charge on Receivables	ICRA A+/CARE A+/CRISIL A+	Standard
Poonawalla Fincorp Limited	TL	50.00	47.58	16-Mar-29	Charge on Receivables	ICRA A+/CARE A+/CRISIL A+	Standard
Kotak Mahindra Bank	WCDL	50.00	50.00	13-Sep-26	Charge on Receivables	ICRA A+/CARE A+/CRISIL A+	Standard
Bank of Maharashtra	TL	75.00	74.99	12-Mar-30	Charge on Receivables	ICRA A+/CARE A+/CRISIL A+	Standard
DCB Bank	PTC	42.55	35.26	22-Sep-27	Charge on Receivables	ICRA A+/CARE A+/CRISIL A+	Standard
City Union Bank	TL	25.00	25.00	02-Mar-30	Charge on Receivables	ICRA A+/CARE A+/CRISIL A+	Standard
Federal Bank	TL	150.00	150.00	02-Apr-29	Charge on Receivables	ICRA A+/CARE A+/CRISIL A+	Standard
Kotak Mahindra Bank	TL	75.00	62.50	01-Feb-28	Charge on Receivables	ICRA A+/CARE A+/CRISIL A+	Standard
Ujjivan SFB	WCDL	70.00	50.00	25-Aug-26	Charge on Receivables	ICRA A+/CARE A+/CRISIL A+	Standard
Union Bank of India	TL	100.00	94.98	25-Feb-31	Charge on Receivables	ICRA A+/CARE A+/CRISIL A+	Standard
Unity SFB	WCDL	25.00	25.00	23-Aug-26	Charge on Receivables	ICRA A+/CARE A+/CRISIL A+	Standard
Ujjivan SFB	WCDL	70.00	15.00	07-Aug-26	Charge on Receivables	ICRA A+/CARE	Standard

NAME OF THE LENDER	TYPE OF FACILITY/ INSTRUMENT	AMOUNT SANCTIONED (INR, IN CRORE)	PRINCIPAL AMOUNT OUTSTANDING (INR, IN CRORE)	REPAYMENT DATE/ SCHEDULE	SECURITY	CREDIT RATING, IF APPLICABLE	ASSET CLASSIFICATION
						A+/CRISIL A+	
Vivriti Next Limited	Sub-debt	200.00	200.00	03-Feb-32	Charge on Receivables	ICRA A+/CARE A+/CRISIL A+	Standard
Godrej Capital	PTC	106.68	73.03	22-Jul-27	Charge on Receivables	ICRA A+/CARE A+/CRISIL A+	Standard
Nabkisan Finance Limited	TL	90.00	90.00	01-Jan-29	Charge on Receivables	ICRA A+/CARE A+/CRISIL A+	Standard
IDFC First Bank	TL	150.00	125.00	31-Dec-28	Charge on Receivables	ICRA A+/CARE A+/CRISIL A+	Standard
ICICI Bank	TL	75.00	56.25	30-Dec-27	Charge on Receivables	ICRA A+/CARE A+/CRISIL A+	Standard
PTC India Financial Services Limited	TL	100.00	94.74	26-Dec-30	Charge on Receivables	ICRA A+/CARE A+/CRISIL A+	Standard
Bandhan Bank	TL	100.00	100.00	01-Jan-29	Charge on Receivables	ICRA A+/CARE A+/CRISIL A+	Standard
Kisetsu Saison Finance (India) Private Limited (Credit Saison)	TL	30.00	22.50	15-Dec-27	Charge on Receivables	ICRA A+/CARE A+/CRISIL A+	Standard
Bank of Baroda	TL	90.00	72.47	30-Nov-28	Charge on Receivables	ICRA A+/CARE A+/CRISIL A+	Standard
MAS Financial Services Ltd	TL	15.00	10.63	25-Nov-27	Charge on Receivables	ICRA A+/CARE A+/CRISIL A+	Standard
Karnataka Bank	TL	35.00	30.63	21-Nov-29	Charge on Receivables	ICRA A+/CARE A+/CRISIL A+	Standard

NAME OF THE LENDER	TYPE OF FACILITY/ INSTRUMENT	AMOUNT SANCTIONED (INR, IN CRORE)	PRINCIPAL AMOUNT OUTSTANDING (INR, IN CRORE)	REPAYMENT DATE/ SCHEDULE	SECURITY	CREDIT RATING, IF APPLICABLE	ASSET CLASSIFICATION
Axis Bank Limited	ECB	97.53	97.53	12-Nov-28	Charge on Receivables	ICRA A+/CARE A+/CRISIL A+	Standard
Capital Small Finance Bank Limited	TL	10.00	1.82	11-Apr-29	Charge on Receivables	ICRA A+/CARE A+/CRISIL A+	Standard
Utkarsh SFB	TL	39.50	30.96	30-Nov-28	Charge on Receivables	ICRA A+/CARE A+/CRISIL A+	Standard
Kookmin Bank	TL	56.00	46.67	13-Oct-28	Charge on Receivables	ICRA A+/CARE A+/CRISIL A+	Standard
Capital Small Finance Bank Limited	TL	10.00	6.54	30-Mar-29	Charge on Receivables	ICRA A+/CARE A+/CRISIL A+	Standard
Godrej Capital	PTC	99.85	52.77	22-Jul-27	Charge on Receivables	ICRA A+/CARE A+/CRISIL A+	Standard
MAS Financial Services Ltd	TL	70.00	43.75	27-Sep-27	Charge on Receivables	ICRA A+/CARE A+/CRISIL A+	Standard
10k FV NCD - Series A (Sep'25) - Reissuance	NCD	54.00	54.00	04-Nov-26	Charge on Receivables	ICRA A+/CARE A+/CRISIL A+	Standard
10k FV NCD - Series B (Sep'25) - Reissuance	NCD	72.00	72.00	04-Nov-27	Charge on Receivables	ICRA A+/CARE A+/CRISIL A+	Standard
10k FV NCD - Series C (Sep'25) - Reissuance	NCD	54.00	54.00	04-May-28	Charge on Receivables	ICRA A+/CARE A+/CRISIL A+	Standard
Hinduja Leyland Finance	TL	60.00	43.58	26-Mar-28	Charge on Receivables	ICRA A+/CARE A+/CRISIL A+	Standard
Suryoday SFB	TL	40.00	13.75	05-Oct-26	Charge on Receivables	ICRA A+/CARE A+/CRISIL A+	Standard
DBS Bank India Limited	WCDL	50.00	50.00	19-Sep-26	Charge on Receivables	ICRA A+/CARE	Standard

NAME OF THE LENDER	TYPE OF FACILITY/ INSTRUMENT	AMOUNT SANCTIONED (INR, IN CRORE)	PRINCIPAL AMOUNT OUTSTANDING (INR, IN CRORE)	REPAYMENT DATE/ SCHEDULE	SECURITY	CREDIT RATING, IF APPLICABLE	ASSET CLASSIFICATION
						A+/CRISIL A+	
Kisetsu Saison Finance (India) Private Limited (Credit Saison)	TL	55.00	41.25	15-Sep-27	Charge on Receivables	ICRA A+/CARE A+/CRISIL A+	Standard
Dezerv Securities Private Limited (Sep'25 Reissuance)	NCD	75.00	75.00	19-Aug-27	Charge on Receivables	ICRA A+/CARE A+/CRISIL A+	Standard
Unity SFB	TL	50.00	50.00	18-Sep-28	Charge on Receivables	ICRA A+/CARE A+/CRISIL A+	Standard
10k FV NCD - Series A (Sep'25)	NCD	99.00	99.00	04-Nov-26	Charge on Receivables	ICRA A+/CARE A+/CRISIL A+	Standard
10k FV NCD - Series B (Sep'25)	NCD	115.00	115.00	04-Nov-27	Charge on Receivables	ICRA A+/CARE A+/CRISIL A+	Standard
10k FV NCD - Series C (Sep'25)	NCD	78.00	78.00	04-May-28	Charge on Receivables	ICRA A+/CARE A+/CRISIL A+	Standard
Godrej Capital	PTC	75.00	34.69	22-Jun-27	Charge on Receivables	ICRA A+/CARE A+/CRISIL A+	Standard
Dezerv Securities Private Limited	NCD	175.00	175.00	19-Aug-27	Charge on Receivables	ICRA A+/CARE A+/CRISIL A+	Standard
Bank of Maharashtra	TL	200.00	173.32	05-Aug-29	Charge on Receivables	ICRA A+/CARE A+/CRISIL A+	Standard
DMI Finance	PTC	65.65	15.14	31-Oct-26	Charge on Receivables	ICRA A+/CARE A+/CRISIL A+	Standard

NAME OF THE LENDER	TYPE OF FACILITY/ INSTRUMENT	AMOUNT SANCTIONED (INR, IN CRORE)	PRINCIPAL AMOUNT OUTSTANDING (INR, IN CRORE)	REPAYMENT DATE/ SCHEDULE	SECURITY	CREDIT RATING, IF APPLICABLE	ASSET CLASSIFICATION
SBM Bank (India)	TL	40.00	30.30	31-Jul-28	Charge on Receivables	ICRA A+/CARE A+/CRISIL A+	Standard
10k FV NCD - 4th July	NCD	75.00	75.00	04-Jul-28	Charge on Receivables	ICRA A+/CARE A+/CRISIL A+	Standard
DCB Bank	PTC	42.32	11.36	19-May-27	Charge on Receivables	ICRA A+/CARE A+/CRISIL A+	Standard
Standard Chartered Bank	NCD	125.00	125.00	30-Oct-26	Charge on Receivables	ICRA A+/CARE A+/CRISIL A+	Standard
DFCC PLC	ECB	102.60	102.60	27-Jun-28	Charge on Receivables	ICRA A+/CARE A+/CRISIL A+	Standard
Federal Bank	FCTL	100.00	36.76	27-Jul-28	Charge on Receivables	ICRA A+/CARE A+/CRISIL A+	Standard
Federal Bank	FCTL	100.00	36.76	27-Jul-28	Charge on Receivables	ICRA A+/CARE A+/CRISIL A+	Standard
Godrej Capital	PTC	49.88	6.69	22-Dec-26	Charge on Receivables	ICRA A+/CARE A+/CRISIL A+	Standard
National Development Bank PLC	ECB	94.05	94.05	27-Jun-28	Charge on Receivables	ICRA A+/CARE A+/CRISIL A+	Standard
SBM Bank (Mauritius) Limited	ECB	94.05	94.05	27-Jun-28	Charge on Receivables	ICRA A+/CARE A+/CRISIL A+	Standard
10k FV NCD Jun'25 - Series A	NCD	75.00	75.00	05-Feb-27	Charge on Receivables	ICRA A+/CARE A+/CRISIL A+	Standard
10k FV NCD Jun'25 - Series B	NCD	75.00	75.00	23-Jun-28	Charge on Receivables	ICRA A+/CARE A+/CRISIL A+	Standard
Karur Vysya Bank	TL	75.00	56.26	30-Jun-29	Charge on Receivables	ICRA A+/CARE	Standard

NAME OF THE LENDER	TYPE OF FACILITY/ INSTRUMENT	AMOUNT SANCTIONED (INR, IN CRORE)	PRINCIPAL AMOUNT OUTSTANDING (INR, IN CRORE)	REPAYMENT DATE/ SCHEDULE	SECURITY	CREDIT RATING, IF APPLICABLE	ASSET CLASSIFICATION
						A+/CRISIL A+	
10k FV NCD Jun'25	NCD	100.00	100.00	06-Jan-27	Charge on Receivables	ICRA A+/CARE A+/CRISIL A+	Standard
IDFC First Bank	PTC	71.82	8.20	19-Sep-27	Charge on Receivables	ICRA A+/CARE A+/CRISIL A+	Standard
Jana SFB	TL	66.00	42.81	31-May-28	Charge on Receivables	ICRA A+/CARE A+/CRISIL A+	Standard
IndusInd Bank	TL	60.00	35.00	29-Mar-28	Charge on Receivables	ICRA A+/CARE A+/CRISIL A+	Standard
Federal Bank	FCTL	100.00	35.59	28-Apr-28	Charge on Receivables	ICRA A+/CARE A+/CRISIL A+	Standard
Federal Bank	FCTL	100.00	16.18	28-Apr-28	Charge on Receivables	ICRA A+/CARE A+/CRISIL A+	Standard
Federal Bank	FCTL	100.00	12.94	28-Apr-28	Charge on Receivables	ICRA A+/CARE A+/CRISIL A+	Standard
IDFC First Bank	TL	280.00	163.33	27-Mar-28	Charge on Receivables	ICRA A+/CARE A+/CRISIL A+	Standard
Mudra	TL	75.00	43.75	26-Mar-28	Charge on Receivables	ICRA A+/CARE A+/CRISIL A+	Standard
RBL Bank Limited	TL	200.00	54.38	27-Mar-27	Charge on Receivables	ICRA A+/CARE A+/CRISIL A+	Standard
Unity SFB	TL	50.00	14.47	26-Sep-27	Charge on Receivables	ICRA A+/CARE A+/CRISIL A+	Standard
Axis - GuarantCo	NCD	200.00	157.16	24-Jan-31	Charge on Receivables	ICRA A+/CARE A+/CRISIL A+	Standard

NAME OF THE LENDER	TYPE OF FACILITY/ INSTRUMENT	AMOUNT SANCTIONED (INR, IN CRORE)	PRINCIPAL AMOUNT OUTSTANDING (INR, IN CRORE)	REPAYMENT DATE/ SCHEDULE	SECURITY	CREDIT RATING, IF APPLICABLE	ASSET CLASSIFICATION
Hinduja Leyland Finance	TL	35.00	18.64	21-Sep-27	Charge on Receivables	ICRA A+/CARE A+/CRISIL A+	Standard
Dhanlaxmi Bank	TL	40.00	23.33	18-Mar-28	Charge on Receivables	ICRA A+/CARE A+/CRISIL A+	Standard
Kotak Mahindra Bank	TL	150.00	8.63	18-Mar-27	Charge on Receivables	ICRA A+/CARE A+/CRISIL A+	Standard
Kisetsu Saison Finance (India) Private Limited (Credit Saison)	TL	55.00	7.50	15-Mar-27	Charge on Receivables	ICRA A+/CARE A+/CRISIL A+	Standard
Capital Small Finance Bank Limited	TL	13.00	8.00	12-Mar-28	Charge on Receivables	ICRA A+/CARE A+/CRISIL A+	Standard
Mudra	TL	75.00	43.75	10-Mar-28	Charge on Receivables	ICRA A+/CARE A+/CRISIL A+	Standard
Unity SFB	TL	50.00	13.61	30-Aug-27	Charge on Receivables	ICRA A+/CARE A+/CRISIL A+	Standard
Yes Bank	TL	150.00	18.65	07-Mar-27	Charge on Receivables	ICRA A+/CARE A+/CRISIL A+	Standard
SBM Bank (India)	TL	38.00	22.17	28-Feb-28	Charge on Receivables	ICRA A+/CARE A+/CRISIL A+	Standard
Kisetsu Saison Finance (India) Private Limited (Credit Saison)	TL	55.00	20.00	15-Feb-27	Charge on Receivables	ICRA A+/CARE A+/CRISIL A+	Standard
SKI Feb'25	NCD	145.00	145.00	16-Apr-27	Charge on Receivables	ICRA A+/CARE	Standard

NAME OF THE LENDER	TYPE OF FACILITY/ INSTRUMENT	AMOUNT SANCTIONED (INR, IN CRORE)	PRINCIPAL AMOUNT OUTSTANDING (INR, IN CRORE)	REPAYMENT DATE/ SCHEDULE	SECURITY	CREDIT RATING, IF APPLICABLE	ASSET CLASSIFICATION
						A+/CRISIL A+	
Nabkisan Finance Limited	TL	25.00	16.16	30-Apr-28	Charge on Receivables	ICRA A+/CARE A+/CRISIL A+	Standard
SIDBI	TL	250.00	27.80	10-Jan-28	Charge on Receivables	ICRA A+/CARE A+/CRISIL A+	Standard
SKI - Series 2	NCD	150.00	150.00	23-Dec-26	Charge on Receivables	ICRA A+/CARE A+/CRISIL A+	Standard
Federal Bank	PTC	79.17	16.73	28-Apr-27	Charge on Receivables	ICRA A+/CARE A+/CRISIL A+	Standard
SIDBI	TL	250.00	105.76	10-Dec-27	Charge on Receivables	ICRA A+/CARE A+/CRISIL A+	Standard
SKI - Series 2	NCD	75.00	75.00	23-Dec-26	Charge on Receivables	ICRA A+/CARE A+/CRISIL A+	Standard
Nabkisan Finance Limited	TL	60.00	38.18	01-Jan-28	Charge on Receivables	ICRA A+/CARE A+/CRISIL A+	Standard
Kotak Mahindra Bank	TL	150.00	8.33	29-Nov-26	Charge on Receivables	ICRA A+/CARE A+/CRISIL A+	Standard
Asian Development Bank	NCD	209.20	149.43	20-Nov-28	Charge on Receivables	ICRA A+/CARE A+/CRISIL A+	Standard
Canara Bank	ECB	210.76	210.76	05-Nov-29	Charge on Receivables	ICRA A+/CARE A+/CRISIL A+	Standard
Poonawalla Fincorp Limited	TL	75.00	38.18	05-Oct-27	Charge on Receivables	ICRA A+/CARE A+/CRISIL A+	Standard
Kotak Mahindra Bank	TL	150.00	2.68	30-Sep-26	Charge on Receivables	ICRA A+/CARE A+/CRISIL A+	Standard

NAME OF THE LENDER	TYPE OF FACILITY/ INSTRUMENT	AMOUNT SANCTIONED (INR, IN CRORE)	PRINCIPAL AMOUNT OUTSTANDING (INR, IN CRORE)	REPAYMENT DATE/ SCHEDULE	SECURITY	CREDIT RATING, IF APPLICABLE	ASSET CLASSIFICATION
RBL Bank Limited	TL	250.00	5.63	30-Sep-26	Charge on Receivables	ICRA A+/CARE A+/CRISIL A+	Standard
DBS Bank India Limited	TL	100.00	27.27	25-Sep-27	Charge on Receivables	ICRA A+/CARE A+/CRISIL A+	Standard
Jana SFB	TL	100.00	45.95	03-Oct-27	Charge on Receivables	ICRA A+/CARE A+/CRISIL A+	Standard
Sundaram Finance Limited	NCD	100.00	100.00	27-Sep-26	Charge on Receivables	ICRA A+/CARE A+/CRISIL A+	Standard
Yes Bank	TL	60.00	7.50	01-Sep-26	Charge on Receivables	ICRA A+/CARE A+/CRISIL A+	Standard
Canara Bank	TL	40.00	22.50	19-Sep-28	Charge on Receivables	ICRA A+/CARE A+/CRISIL A+	Standard
Bank of Maharashtra	TL	100.00	59.99	18-Sep-28	Charge on Receivables	ICRA A+/CARE A+/CRISIL A+	Standard
Kisetsu Saison Finance (India) Private Limited (Credit Saison)	TL	40.00	2.50	15-Aug-26	Charge on Receivables	ICRA A+/CARE A+/CRISIL A+	Standard
Federal Bank	TL	100.00	50.00	05-Sep-27	Charge on Receivables	ICRA A+/CARE A+/CRISIL A+	Standard
IDFC First Bank	TL	75.00	29.17	31-Aug-27	Charge on Receivables	ICRA A+/CARE A+/CRISIL A+	Standard
Kisetsu Saison Finance (India) Private Limited	TL	40.00	7.50	15-Aug-26	Charge on Receivables	ICRA A+/CARE A+/CRISIL A+	Standard

NAME OF THE LENDER	TYPE OF FACILITY/ INSTRUMENT	AMOUNT SANCTIONED (INR, IN CRORE)	PRINCIPAL AMOUNT OUTSTANDING (INR, IN CRORE)	REPAYMENT DATE/ SCHEDULE	SECURITY	CREDIT RATING, IF APPLICABLE	ASSET CLASSIFICATION
(Credit Saison)							
Kotak Mahindra Bank	TL	150.00	7.50	28-Aug-26	Charge on Receivables	ICRA A+/CARE A+/CRISIL A+	Standard
CSB Bank	TL	25.00	11.80	01-Nov-27	Charge on Receivables	ICRA A+/CARE A+/CRISIL A+	Standard
Bank of Baroda	TL	70.00	36.40	31-Jul-28	Charge on Receivables	ICRA A+/CARE A+/CRISIL A+	Standard
Poonawalla Fincorp Limited	TL	25.00	10.61	30-Jul-27	Charge on Receivables	ICRA A+/CARE A+/CRISIL A+	Standard
Bajaj Finance Limited	TL	25.00	2.08	29-Jul-26	Charge on Receivables	ICRA A+/CARE A+/CRISIL A+	Standard
ICICI Bank	TL	25.00	1.04	03-Jul-26	Charge on Receivables	ICRA A+/CARE A+/CRISIL A+	Standard
Karur Vysya Bank	TL	50.00	16.64	05-Jul-27	Charge on Receivables	ICRA A+/CARE A+/CRISIL A+	Standard
Capital Small Finance Bank Limited	TL	20.00	7.24	01-Jun-27	Charge on Receivables	ICRA A+/CARE A+/CRISIL A+	Standard
Indian Bank	TL	50.00	29.96	15-Apr-29	Charge on Receivables	ICRA A+/CARE A+/CRISIL A+	Standard
Dhanlaxmi Bank	TL	20.00	5.00	30-May-26	Charge on Receivables	ICRA A+/CARE A+/CRISIL A+	Standard
Capital Small Finance Bank Limited	TL	7.00	0.40	31-Aug-27	Charge on Receivables	ICRA A+/CARE A+/CRISIL A+	Standard
IndusInd Bank	TL	100.00	25.00	27-Mar-27	Charge on Receivables	ICRA A+/CARE	Standard

NAME OF THE LENDER	TYPE OF FACILITY/ INSTRUMENT	AMOUNT SANCTIONED (INR, IN CRORE)	PRINCIPAL AMOUNT OUTSTANDING (INR, IN CRORE)	REPAYMENT DATE/ SCHEDULE	SECURITY	CREDIT RATING, IF APPLICABLE	ASSET CLASSIFICATION
						A+/CRISIL A+	
IREDA	TL	500.00	400.00	30-Jun-34	Charge on Receivables	ICRA A+/CARE A+/CRISIL A+	Standard
City Union Bank	TL	20.00	5.00	25-Mar-27	Charge on Receivables	ICRA A+/CARE A+/CRISIL A+	Standard
Hinduja Leyland Finance	TL	45.00	5.06	25-Sep-26	Charge on Receivables	ICRA A+/CARE A+/CRISIL A+	Standard
South Indian Bank	TL	40.00	10.03	20-Mar-27	Charge on Receivables	ICRA A+/CARE A+/CRISIL A+	Standard
Utkarsh SFB	TL	28.00	2.80	25-Sep-26	Charge on Receivables	ICRA A+/CARE A+/CRISIL A+	Standard
Indian Overseas Bank	TL	60.00	24.77	29-Feb-28	Charge on Receivables	ICRA A+/CARE A+/CRISIL A+	Standard
SBM Bank (India)	TL	16.00	4.00	26-Feb-27	Charge on Receivables	ICRA A+/CARE A+/CRISIL A+	Standard
ESAF Small Finance Bank	TL	50.00	12.22	15-Feb-27	Charge on Receivables	ICRA A+/CARE A+/CRISIL A+	Standard
Nabkisan Finance Limited	TL	44.50	18.94	31-Jul-27	Charge on Receivables	ICRA A+/CARE A+/CRISIL A+	Standard
Canara Bank	TL	75.00	9.92	10-Jan-28	Charge on Receivables	ICRA A+/CARE A+/CRISIL A+	Standard
Canara Bank	TL	75.00	19.84	10-Jan-28	Charge on Receivables	ICRA A+/CARE A+/CRISIL A+	Standard
Nabkisan Finance Limited	TL	20.00	5.45	21-Dec-26	Charge on Receivables	ICRA A+/CARE A+/CRISIL A+	Standard

NAME OF THE LENDER	TYPE OF FACILITY/ INSTRUMENT	AMOUNT SANCTIONED (INR, IN CRORE)	PRINCIPAL AMOUNT OUTSTANDING (INR, IN CRORE)	REPAYMENT DATE/ SCHEDULE	SECURITY	CREDIT RATING, IF APPLICABLE	ASSET CLASSIFICATION
Poonawalla Fincorp Limited	TL	50.00	10.86	20-Dec-26	Charge on Receivables	ICRA A+/CARE A+/CRISIL A+	Standard
Federal Bank	TL	100.00	20.00	19-Dec-26	Charge on Receivables	ICRA A+/CARE A+/CRISIL A+	Standard
Union Bank of India	TL	50.00	18.74	16-Dec-27	Charge on Receivables	ICRA A+/CARE A+/CRISIL A+	Standard
Axis Bank Limited	TL	250.00	2.98	02-Dec-26	Charge on Receivables	ICRA A+/CARE A+/CRISIL A+	Standard
Capital Small Finance Bank Limited	TL	7.00	1.73	01-Jun-27	Charge on Receivables	ICRA A+/CARE A+/CRISIL A+	Standard
Bank of Maharashtra	TL	100.00	39.94	31-Oct-27	Charge on Receivables	ICRA A+/CARE A+/CRISIL A+	Standard
IDFC First Bank	TL	100.00	11.11	01-Nov-26	Charge on Receivables	ICRA A+/CARE A+/CRISIL A+	Standard
UCO Bank	TL	30.00	5.00	31-Oct-26	Charge on Receivables	ICRA A+/CARE A+/CRISIL A+	Standard
Indian Bank	TL	75.00	23.09	30-Sep-27	Charge on Receivables	ICRA A+/CARE A+/CRISIL A+	Standard
Axis Bank Limited	TL	250.00	17.25	31-Jul-26	Charge on Receivables	ICRA A+/CARE A+/CRISIL A+	Standard
Karnataka Bank	TL	25.00	7.81	28-Aug-27	Charge on Receivables	ICRA A+/CARE A+/CRISIL A+	Standard
Karur Vysya Bank	TL	50.00	12.48	30-Jun-27	Charge on Receivables	ICRA A+/CARE A+/CRISIL A+	Standard
Union Bank of India	TL	50.00	9.30	31-Mar-27	Charge on Receivables	ICRA A+/CARE	Standard

NAME OF THE LENDER	TYPE OF FACILITY/ INSTRUMENT	AMOUNT SANCTIONED (INR, IN CRORE)	PRINCIPAL AMOUNT OUTSTANDING (INR, IN CRORE)	REPAYMENT DATE/ SCHEDULE	SECURITY	CREDIT RATING, IF APPLICABLE	ASSET CLASSIFICATION
						A+/CRISIL A+	
Indian Bank	TL	50.00	6.28	31-Mar-27	Charge on Receivables	ICRA A+/CARE A+/CRISIL A+	Standard
Capital Small Finance Bank Limited	TL	15.00	0.32	01-Aug-26	Charge on Receivables	ICRA A+/CARE A+/CRISIL A+	Standard
Nabkisan Finance Limited	TL	18.00	0.58	30-Jun-26	Charge on Receivables	ICRA A+/CARE A+/CRISIL A+	Standard
Indian Bank	TL	40.00	3.62	31-Dec-26	Charge on Receivables	ICRA A+/CARE A+/CRISIL A+	Standard
Indian Bank	WCDL	10.00	5.22	15-Apr-29	Charge on Receivables	ICRA A+/CARE A+/CRISIL A+	Standard
Calvert Impact Capital	ECB	75.00	12.48	30-Nov-26	Charge on Receivables	ICRA A+/CARE A+/CRISIL A+	Standard
State Bank of India	FCNR	142.07	66.27	25-08-2026	Charge on Receivables	ICRA A+/CARE A+/CRISIL A+	Standard

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

NAME OF LENDER	TYPE OF FACILITY	AMOUNT SANCTIONED (IN INR, IN CRORE)	PRINCIPAL AMOUNT OUTSTANDING (IN INR, IN CRORE)	REPAYMENT/ SCHEDULE	CREDIT RATING, IF APPLICABLE
Metro Brands Limited	Commercial Paper	25.00	25.00	30-Oct-26	CRISIL A1+/ CARE A1+
Slice SFB	Commercial Paper	45.00	45.00	24-Dec-26	CRISIL A1+/ CARE A1+
Metro Brands Limited	Commercial Paper	40.00	40.00	14-Dec-26	CRISIL A1+/ CARE A1+
Parle Biscuits Pvt. Ltd.	Commercial Paper	30.00	30.00	20-Nov-26	CRISIL A1+/ CARE A1+
Parle Biscuits Pvt. Ltd.	Commercial Paper	30.00	30.00	26-Nov-26	CRISIL A1+/ CARE A1+
V M Salgaocar	Commercial Paper	10.00	10.00	20-Oct-26	CRISIL A1+/ CARE A1+

NAME OF LENDER	TYPE OF FACILITY	AMOUNT SANCTIONED (IN INR, IN CRORE)	PRINCIPAL AMOUNT OUTSTANDING (IN INR, IN CRORE)	REPAYMENT/ SCHEDULE	CREDIT RATING, IF APPLICABLE
Rajarambapu Sahakari Bank Ltd.	Commercial Paper	20.00	20.00	16-Sep-26	CRISIL A1+/ CARE A1+
Metro Brands Limited	Commercial Paper	20.00	20.00	28-Jul-26	CRISIL A1+/ CARE A1+
ACG ASSOCIATED CAPSULES PVT LTD	Commercial Paper	10.00	10.00	24-Aug-26	CRISIL A1+/ CARE A1+
Indian Energy Exchange	Commercial Paper	25.00	25.00	21-Aug-26	CRISIL A1+/ CARE A1+
AU SFB	Commercial Paper	50.00	50.00	10-Aug-26	CRISIL A1+/ CARE A1+
Indian Gas Exchange	Commercial Paper	10.00	10.00	14-Aug-26	CRISIL A1+/ CARE A1+
THE AKOLA JANATA COMMERCIAL CO-OPERATIVE BANK LTD	Commercial Paper	10.00	10.00	06-Nov-26	CRISIL A1+/ CARE A1+
THE PACHORA PEOPLES COOP BANK LTD	Commercial Paper	15.00	15.00	06-Nov-26	CRISIL A1+/ CARE A1+
V M Salgaocar	Commercial Paper	10.00	10.00	07-Jul-26	CRISIL A1+/ CARE A1+
Indian Energy Exchange	Commercial Paper	25.00	25.00	30-Jul-26	CRISIL A1+/ CARE A1+

(c) **Details of outstanding non-convertible securities as at June 30, 2026:**

SERIES OF NCS	ISIN	TENOR / PERIOD OF MATURITY	COUPON	AMOUNT (IN INR)	DATE OF ALLOTMENT	REDEMPTION DATE / SCHEDULE	CREDIT RATING	SECURED / UNSECURED	SECURITY
10.6632% Vivriti Capital NCD 2026	INE01HV07494	14 months	10.6632% per annum payable monthly	1,00,00,00,000	27-09-2024	27-09-2026	ICRA A+/Stable	Secured	Book debts
VCL Green Bond 2028	INE01HV07502	48 months	9.46% per annum payable semi-annually	1,49,42,85,266	18-11-2024	20-11-2028	Unrated	Secured	Book debts
10.11% Vivriti Capital NCD 2026	INE01HV07528	24 months	10.11% per annum payable quarterly	75,00,00,000	24-12-2024	23-12-2026	ICRA A+/Stable	Secured	Book debts
10.11% Vivriti Capital NCD 2026 – Further issuance	INE01HV07528	23 Months and 13 days	10.11% per annum payable quarterly	1,50,00,00,000	10-01-2025	23-12-2026	ICRA A+/Stable	Secured	Book debts

SERIES OF NCS	ISIN	TENOR / PERIOD OF MATURITY	COUPON	AMOUNT (IN INR)	DATE OF ALLOTMENT	REDEMPTION DATE / SCHEDULE	CREDIT RATING	SECURED / UNSECURED	SECURITY
9.86% Vivriti Capital NCD 2027	INE01HV07536	25 months and 23 days	9.86% per annum payable quarterly	1,45,00,00,000	24-02-2025	16-04-2027	CRISIL A+	Secured	Book debts
8.74% Vivriti Capital NCD	INE01HV07544	70 months	8.74% per annum payable monthly	1,57,16,00,000	24-03-2025	24-01-2031	CRISIL AA+ (CE)	Secured	Book debts
9.86% Vivriti Capital NCD Jan 2027	INE01HV07551	19 months and 1 day	9.86% per annum payable quarterly	1,00,00,00,000	05-06-2025	06-01-2027	CARE A+	Secured	Book debts
9.65% Vivriti Capital NCD 2027	INE01HV07569	19 months and 12 days	9.65% per annum payable quarterly	75,00,00,000	24-06-2025	05-02-2027	CARE A+	Secured	Book debts
9.30% Vivriti Capital NCD June 2028	INE01HV07577	35 months and 30 days	9.30% per annum payable annually	75,00,00,000	24-06-2025	23-06-2028	CARE A+	Secured	Book debts
10.10% Vivriti Capital Limited 2026	INE01HV07585	16 months	10.10% per annum payable annually	1,25,00,00,000	30-06-2025	30-10-2026	CARE A+	Secured	Book debts
10.00% Vivriti Capital Limited NCD July 2028	INE01HV07593	36 months	10.00% per annum payable monthly	75,00,00,000	04-07-2025	04-07-2028	CARE A+	Secured	Book debts
10.10% Vivriti Capital Limited NCD 2026	INE01HV07601	24 months	10.10% per annum payable quarterly	1,75,00,00,000	19-08-2025	19-08-2027	CARE A+	Secured	Book debts
9.00% Vivriti Capital Limited NCD Nov 2026	INE01HV07619	14 months	9.00% per annum payable quarterly	99,00,00,000	04-09-2025	04-11-2026	CARE A+	Secured	Book debts
9.15% Vivriti Capital Limited	INE01HV07627	26 months	9.15% per annum payable quarterly	1,15,00,00,000	04-09-2025	04-11-2027	CARE A+	Secured	Book debts

SERIES OF NCS	ISIN	TENOR / PERIOD OF MATURITY	COUPON	AMOUNT (IN INR)	DATE OF ALLOTMENT	REDEMPTION DATE / SCHEDULE	CREDIT RATING	SECURED / UNSECURED	SECURITY
NCD Oct 2027									
9.25% Vivriti Capital Limited NCD April 2028	INE01HV07635	32 months	9.25% per annum payable quarterly	78,00,00,000	04-09-2025	04-05-2028	CARE A+	Secured	Book debts
10.10% Vivriti Capital Limited NCD 2026	INE01HV07601	23 months and 1 day	10.10% per annum payable quarterly	75,00,00,000	18-09-2025	19-08-2027	CARE A+	Secured	Book debts
9.00% Vivriti Capital Limited NCD Nov 2026	INE01HV07619	13 months and 9 days	9.00% per annum payable quarterly	54,00,00,000	26-09-2025	04-11-2026	CARE A+	Secured	Book debts
9.15% Vivriti Capital Limited NCD Oct 2027	INE01HV07627	25 months and 9 days	9.15% per annum payable quarterly	72,00,00,000	26-09-2025	04-11-2027	CARE A+	Secured	Book debts
9.25% Vivriti Capital Limited NCD April 2028	INE01HV07635	31 months and 8 days	9.25% per annum payable quarterly	54,00,00,000	26-09-2025	04-05-2028	CARE A+	Secured	Book debts

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

SERIES OF NCS / ISIN	TENOR / PERIOD OF MATURITY	COUPON	AMOUNT OUTSTANDING (IN INR)	DATE OF ALLOTMENT	REDEMPTION DATE / SCHEDULE	CREDIT RATING	SECURED / UNSECURED	SECURITY	OTHER DETAILS VIZ. DETAILS OF ISSUING AND PAYING AGENT, DETAILS OF CREDIT RATING AGENCIES
INE0P1414022	153 days	9.26%	10	20-May-26	Tuesday, 20 October, 2026	CRISIL A1+/ CARE A1+	Unsecured	NA	The Federal Bank Ltd
INE0P1414030	184 days	9.00%	30	26-May-26	Thursday, 26 November, 2026	CRISIL A1+/ CARE A1+	Unsecured	NA	The Federal Bank Ltd

SERIES OF NCS / ISIN	TENOR / PERIOD OF MATURITY	COUPON	AMOUNT OUTSTANDING (IN INR)	DATE OF ALLOTMENT	REDEMPTION DATE / SCHEDULE	CREDIT RATING	SECURED / UNSECURED	SECURITY	OTHER DETAILS VIZ. DETAILS OF ISSUING AND PAYING AGENT, DETAILS OF CREDIT RATING AGENCIES
INE0P1414048	151 days	8.95%	30	22-Jun-26	Friday, 20 November, 2026	CRISIL A1+/ CARE A1+	Unsecured	NA	The Federal Bank Ltd
INE0P1414055	172 days	9.50%	40	25-Jun-26	Monday, 14 December, 2026	CRISIL A1+/ CARE A1+	Unsecured	NA	The Federal Bank Ltd
INE0P1414063	122 days	9.30%	25	30-Jun-26	Friday, 30 October, 2026	CRISIL A1+/ CARE A1+	Unsecured	NA	The Federal Bank Ltd
INE0P1414071	178 days	9.40%	45	29-Jun-26	Thursday, 24 December, 2026	CRISIL A1+/ CARE A1+	Unsecured	NA	The Federal Bank Ltd
INE01HV14AN4	184 days	9.40%	25	27-Jan-26	Thursday, 30 July, 2026	CRISIL A1+/ CARE A1+	Unsecured	NA	The Federal Bank Ltd
INE01HV14AQ7	153 days	9.20%	10	04-Feb-26	Tuesday, 7 July, 2026	CRISIL A1+/ CARE A1+	Unsecured	NA	The Federal Bank Ltd
INE01HV14AR5	179 days	9.45%	50	12-Feb-26	Monday, 10 August, 2026	CRISIL A1+/ CARE A1+	Unsecured	NA	The Federal Bank Ltd
INE01HV14AS3	267 days	8.80%	10	12-Feb-26	Friday, 6 November, 2026	CRISIL A1+/ CARE A1+	Unsecured	NA	The Federal Bank Ltd
INE01HV14AU9	184 days	9.41%	25	18-Feb-26	Friday, 21 August, 2026	CRISIL A1+/ CARE A1+	Unsecured	NA	The Federal Bank Ltd
INE01HV14AV7	180 days	9.40%	10	25-Feb-26	Monday, 24 August, 2026	CRISIL A1+/ CARE A1+	Unsecured	NA	The Federal Bank Ltd
INE01HV14AW5	152 days	9.35%	20	26-Feb-26	Tuesday, 28 July, 2026	CRISIL A1+/ CARE A1+	Unsecured	NA	The Federal Bank Ltd
INE01HV14AX3	182 days	9.45%	20	18-Mar-26	Wednesday, 16 September, 2026	CRISIL A1+/ CARE A1+	Unsecured	NA	The Federal Bank Ltd
INE01HV14AS3	267 days	8.80%	15	12-Feb-26	Friday, 6 November, 2026	CRISIL A1+/ CARE A1+	Unsecured	NA	The Federal Bank Ltd
INE01HV14AT1	183 days	9.41%	10	12-Feb-26	Friday, 14 August, 2026	CRISIL A1+/ CARE A1+	Unsecured	NA	The Federal Bank Ltd

(e) **List of top ten holders of non-convertible securities in terms of value (in cumulative basis) as at June 30, 2026:**

SR. NO.	NAME OF HOLDERS	CATEGORY OF HOLDER	FACE VALUE OF HOLDING	HOLDING AS A % OF TOTAL OUTSTANDING COMMERCIAL PAPERS OF THE ISSUER
1	AXIS BANK LIMITED	BANK-OTHER SCHEDULED BANK	1,57,16,00,000	8.07%
2	SUNDARAM FINANCE LTD	CORPORATE BODY-DOMESTIC	1,50,00,00,000	7.70%
3	ASIAN DEVELOPMENT BANK	FOREIGN PORT FOLIO INVESTOR-CORPORATE-1	1,49,42,85,266	7.67%
4	STANDARD CHARTERED BANK	BANK-FORIEGN COMMERCIAL BANK	1,25,00,00,000	6.41%
5	NEO Group	ALTERNATIVE INVESTMENT FUND CATEGORY II	74,57,30,000	3.83%
6	TATA CAPITAL LIMITED	CORPORATE BODY-DOMESTIC	60,00,00,000	3.08%
7	ASHOK VISHINDAS CHHABRIA	RESIDENT-ORDINARY	57,50,00,000	2.95%
8	THE KANGRA CENTRAL CO-OP BANK LTD	BANK-CO OPERATIVE	50,00,00,000	2.57%
9	RAYMOND LIMITED	Corporate Body-Domestic	35,00,00,000	1.80%
10	CREST DATA SYSTEMS PRIVATE LIMITED	Corporate Body-Domestic	25,00,00,000	1.28%

(f) **List of top ten holders of Commercial paper in terms of value (in cumulative basis) as at June 30, 2026:**

SR. NO.	NAME OF HOLDERS	CATEGORY OF HOLDER	FACE VALUE OF HOLDING	HOLDING AS A % OF TOTAL OUTSTANDING COMMERCIAL PAPERS OF THE ISSUER
1	METRO BRANDS LIMITED	CORPORATE BODY-DOMESTIC	85,00,00,000	22.67%
2	PARLE BISCUITS PVT LTD	CORPORATE BODY-DOMESTIC	60,00,00,000	16.00%
3	AU SMALL FINANCE BANK LIMITED	BANK-OTHERS	50,00,00,000	13.33%
4	INDIAN ENERGY EXCHANGE LIMITED	CORPORATE BODY-DOMESTIC	50,00,00,000	13.33%
5	SLICE SMALL FINANCE BANK LIMITED	BANK-OTHER SCHEDULED BANK	45,00,00,000	12.00%
6	RAJARAMBAPU SAHAKARI BANK LTD	BANK-CO OPERATIVE	20,00,00,000	5.33%
7	V M SALGAOCAR AND BROTHER PRIVATE LIMITED	CORPORATE BODY-DOMESTIC	20,00,00,000	5.33%
8	THE PACHORA PEOPLES COOP BANK LTD	BANK-CO OPERATIVE	15,00,00,000	4.00%
9	ACG ASSOCIATED CAPSULES PVT LTD	CORPORATE BODY-DOMESTIC	10,00,00,000	2.67%
10	INDIAN GAS EXCHANGE LIMITED	Corporate Body-Domestic	10,00,00,000	2.67%

(g) **Details of the bank fund based facilities/ rest of the borrowing (if any, including hybrid debt like Foreign Currency Convertible Bonds (FCCB), Optionally Convertible Debentures/ Preference Shares) from financial institutions or financial creditors as at June 30, 2026:**

NAME OF PARTY (IN CASE OF FACILITY)/ NAME OF INSTRUMENT	TYPE OF FACILITY / INSTRUMENT	AMOUNT SANCTIONED/ ISSUED	PRINCIPAL AMOUNT OUTSTANDING	DATE OF REPAYMENT/ SCHEDULE	CREDIT RATING	SECURED/ UNSECURED	SECURITY
NIL							

6.15 **The amount of corporate guarantee or letter of comfort issued by the issuer along with name of the counterparty (like name of the subsidiary, joint venture entity, group company, etc.) on behalf of whom it has been issued, contingent liability including debt service reserve account guarantees/ any put option etc., as at June 30, 2026:**

S.NO.	NAME OF THE COUNTERPARTY	NATURE OF/RELATIONSHIP WITH COUNTERPARTY	NATURE OF CONTINGENT LIABILITY	AMOUNT OF CONTINGENT LIABILITY AS OF June 30, 2026 (in INR in Crores)
1	Finova Capital Private Limited	Not a Related Party	Corporate Guarantee	2.20

6.16 **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:**

- **in whole or part,**
- **at a premium or discount, or**
- **in pursuance of an option or not.**

Please refer Section 6.16 of the General Information Document details of any outstanding borrowings taken/ debt securities issued for consideration other than cash. There are no changes to the information set out in the General Information Document.

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

Please refer Section 6.17 read with Section 10 of the General Information Document for disclosures required in respect of Asset Liability Management as of March 31, 2026. There are no changes to the information set out in the General Information Document.

6.18 **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 Section 6.18 of the General Information Document for details of all defaults 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. There are no changes to the information set out in the General Information Document.

6.19 **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.**

Pursuant to the terms of the Scheme, all present, contingent and future liabilities of Vivriti Finance Limited *(*formerly known as *Vivriti Capital Limited)* (**VFL**) relating to the non-banking finance company related business have been transferred to the Issuer, and all such liabilities would be discharged as the liabilities of the Issuer. The Scheme has been approved by the NCLT, Chennai bench vide Order No. CP/CAA/37/2025 dated December 09, 2025, read with Order No. IA/CA/256/2025 dated December 19, 2025. The "Effective Date" and "Appointed Date" for the Scheme is April 1, 2026. Further, pursuant to the Scheme, which is effective from April 1, 2026, the Listed Debt Securities are deemed to have been migrated from Vivriti Finance Limited *(formerly known as Vivriti Capital Limited)* to the Issuer.

It is the view of the Company that information on the financials of VFL may be pertinent to potential/prospective investors, and the availability of this information on the financials of VFL to potential/prospective investors would provide a composite picture of the Company to potential/prospective investors. Therefore, to enable potential/prospective investors and in order to provide a composite picture of the Company to the to potential/prospective investors, the information on the financials of VFL has been set out/provided in **Annexure V** of the General Information Document.

6.20 **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:**

Please refer Section 6.20 of the General Information Document for details of 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. There are no changes to the information set out in the General Information Document.

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

Please refer Section 6.21 of the General Information Document for details of default and non-payment of statutory dues for the preceding three financial years and current financial year. There are no changes to the information set out in the General Information Document.

6.21A **Ongoing and / or outstanding material litigation and regulatory strictures, if any**

Please refer Section 6.21A of the General Information Document for details of ongoing and / or outstanding material litigation and regulatory strictures. There are no changes to the information set out in the General Information Document.

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

Please refer Section 6.22 of the General Information Document for 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. There are no changes to the information set out in the General Information Document.

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

Please refer Section 6.23 of the General Information Document for 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. There are no changes to the information set out in the General Information Document.

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

Please refer Section 6.24 of the General Information Document for details of pending proceedings initiated against the issuer for economic offences. There are no changes to the information set out in the General Information Document.

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

Please refer Section 6.25 of the General Information Document for details of 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. There are no changes to the information set out in the General Information Document.

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

S. NO.	NAME OF THE BORROWER (A)	AMOUNT OF ADVANCES /EXPOSURES TO SUCH BORROWER (GROUP) (RS. CRORE) (B)	PERCENTAGE OF EXPOSURE (C)= B/TOTAL ASSETS UNDER MANAGEMENT
Not Applicable			

6.27 **In order to allow investors to better assess the issue, the following additional disclosures shall be made by the issuer in the issue documents: (i) A portfolio summary with regards to industries/ sectors to which borrowings have been granted by NBFCs. (ii) Quantum and percentage of secured vis-à-vis unsecured borrowings granted by NBFCs. (iii) Any change in promoters' holdings in NBFCs during the preceding financial year beyond the threshold specified by the Reserve Bank of India from time to time.**

Please refer Section 10 of the General Information Document. There are no changes to the information set out in the General Information Document.

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

PARTICULARS	REFERENCING
Directors	Please refer **Annexure VII** in respect of the resolutions passed at the meeting 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, and as no auditor's report is being obtained in respect of this issue of Debentures, the Issuer believes that no specific consent from the auditor is required.

PARTICULARS	REFERENCING
Bankers to issue	Not Applicable
Trustees	The consent letter from Debenture Trustee is provided in **Annexure II** of this Key Information Document.
Solicitors /Advocates	Not Applicable
Legal Advisors	Not Applicable
Lead Manager	The consent letter from Merchant Banker is provided in **Annexure II** of this Key Information Document.
Registrar	The consent letter from the Registrar is provided in **Annexure II** of this Key Information Document.
Lenders of the Issuer	As the Debentures will be issued by way of private placement to identified investors in accordance with the process prescribed by SEBI, and as no statements or confirmations from any lenders are being obtained in respect of this issue of Debentures, the Issuer believes that no specific consent from the lenders of the Issuer is required.
Experts	As the Debentures will be issued by way of private placement to identified investors in accordance with the process prescribed by SEBI, and as no statements or confirmations from any experts are being obtained in respect of this issue of Debentures, the Issuer believes that no specific consent from the lenders of the Issuer is required.

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

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

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

The Debenture Trustee of the proposed Debentures is Beacon Trusteeship Limited. Beacon Trusteeship Limited has given its written consent for its appointment as debenture trustee to the Issue and inclusion of its name in the form and context in which it appears in this Key Information Document and in all the subsequent periodical communications sent to the Debenture Holders.

The consent letter from Debenture Trustee is provided in **Annexure II** of this Key Information Document, and a copy of the Debenture Trustee Agreement is enclosed in **Annexure II** below.

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

Not Applicable

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

(a) ***The day count convention for dates on which the payments in relation to the non-convertible securities which need to be made, should be disclosed:*** Please refer to the sub-sections named "*Day Count Basis*" and "*Business Day Convention*" under Section 8.1 of this Key Information Document.

(b) ***Procedure and time schedule for allotment and issue of securities should be disclosed****:* Please refer Section 9 of this Key Information Document.

(c) ***Cash flows emanating from the non-convertible securities shall be mentioned in the offer document, by way of an illustration****:* The cashflows emanating from the Debentures, by way of an illustration, are set out under **Annexure IV** (*Illustration of Bond Cashflows*) of this Key Information Document.

6.32 **Disclosures pertaining to wilful defaulter:**

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

(i) ***Name of the bank declaring as a wilful defaulter:*** NIL

(ii) ***The year in which it was declared as a wilful defaulter:*** NIL

(iii) ***Outstanding amount when declared as a wilful defaulter:*** NIL

(iv) ***Name of the entity declared as a wilful defaulter:*** NIL

(v) ***Steps taken, if any, for the removal from the list of wilful defaulters:*** NIL

(vi) ***Other disclosures, as deemed fit by the issuer in order to enable investors to take informed decisions:*** Not Applicable

(vii) ***Any other disclosure as specified by the Board***: NIL

(b) **The fact that the issuer or any of its promoters or directors is a wilful defaulter shall be disclosed prominently on the cover page with suitable cross-referencing to the pages**: NIL

6.33 **Undertaking by the Issuer**: Please refer Section 7 of this Key Information Document.

6.34 **Risk Factors**: Please refer Section 4 of this Key Information Document.

6.35 **Attestation by Directors**: Please refer Section 7.3 of the General Information Document.

6.36 **Other details:**

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

Please refer Section 6.36(a) of the General Information Document for the details in respect of the creation of DRR.

(b) ***Issue/instrument specific regulations - relevant details (Companies Act, 2013, guidelines issued by the Reserve Bank of India, etc.):***

The Issue of Debentures shall be in conformity with the applicable provisions of the Companies Act including the relevant notified rules thereunder, the SEBI Debt Listing Regulations, the LODR Regulations, the Debenture Trustees Regulations, the SEBI Listed

Debentures Circulars, and other RBI guidelines and SEBI guidelines applicable to issuance of non-convertible debentures by NBFCs on a private placement basis.

(c) ***Default in Payment:***

Please refer to the sub-section named "*Default Interest Rate*" and "*Additional Disclosures (Default in Payment)*" of Section 8.1 (*Summary Terms*) in respect of the additional interest in the event of a default in payment, and Section 8.2.6.2(a) in respect of the event of default in the event of a default in payment.

(d) ***Delay in Listing:***

Please refer the section named "*Listing (name of stock Exchange(s) where it will be listed and timeline for listing)*" of Section 8.1 (*Summary Terms*) of this Key Information Document in relation to the listing requirements in respect of the Debentures and section named "*Additional Disclosures (Delay in Listing)*" of Section 8.1 (*Summary Terms*) of this Key Information Document in respect of the default interest in the event of delay in listing.

(e) ***Delay in allotment of securities:***

(i) The Company 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) The Debentures shall be deemed to be allotted to the Debenture Holders on the Deemed Date of Allotment. All benefits relating to the Debentures are available to the Debenture Holders from the Deemed Date of Allotment.

(iii) 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**").

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

(f) ***Issue details*****:** Please refer Section 8 of this Key Information Document.

(g) ***Application process*****:** Please refer Section 9 of this Key Information Document.

(h) ***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 in Annexure IX. Please refer Annexure IX for all disclosures required under the Companies (Prospectus and Allotment of Securities) Rules, 2014.

(i) ***Project details: gestation period of the project; extent of progress made in the project; deadlines for completion of the project; the summary of the project appraisal report (if any), schedule of implementation of the project***: Not Applicable

6.37 **Other matters and reports**

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

(i) in the purchase of any business; or

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

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

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

Not Applicable. The proceeds from the issue of Debentures will be utilised in accordance with the Purpose (as set out in Section 8.1 below).

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

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

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

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

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

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

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 sub-section (g) below. 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. The proceeds from the issue of Debentures will be utilised in accordance with the Purpose (as set out in Section 8.1 below).

(c) **If:**

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

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

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

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

Not Applicable. The proceeds from the issue of Debentures will be utilised in accordance with the Purpose (as set out in Section 8.1 below).

(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 Section 6.37(c)(ii) above.

Not Applicable

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

Please refer Section 6.37(e) of the General Information Document for the broad lending and borrowing policy of the Issuer.

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

Please refer Section 6.37(f) of the General Information Document for details of the aggregate number of securities of the issuer company and its subsidiary companies purchased or sold.

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

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

The contracts and documents referred to hereunder are material to the Issue, may be inspected at the registered office of the Issuer between 10.00 am to 4.00 pm Business Days.

S. NO.	NATURE OF CONTRACT
1.	Certified true copy of the memorandum of association, the articles of association, and the certificate of incorporation of the Issuer.
2.	Resolutions dated December 22, 2025, of the board of directors of the Issuer read with the resolution dated September 11, 2026, of the borrowing committee of the board of directors of the Issuer.
3.	Resolution dated December 23, 2025, of the shareholders of the Issuer under Section 180(1)(c) of the Companies Act.
4.	Resolution dated December 23, 2025, of the shareholders of the Issuer under Section 180(1)(a) of the Companies Act.
5.	Annual reports of the Issuer for the last 3 (three) Financial Years.
6.	Credit rating letter, the rating rationale and the press release from the Rating Agency.
7.	Letter from SKI Capital Services Limited dated September 10, 2026, giving its consent to act as Merchant Banker.
8.	Letter from Beacon Trusteeship Limited dated September 11, 2026, giving its consent to act as Debenture Trustee.
9.	Letter from Integrated Registry Management Services Private Limited dated September 11, 2026, giving its consent to act as Register and Transfer Agent.
10.	The tripartite agreement(s) executed between the Issuer, the Registrar and the relevant Depositories.
11.	The application made to BSE for grant of in-principle approval, and the in-principle approval provided by the BSE, each in respect of the General Information Document.
12.	The due diligence certificate(s) issued by the Debenture Trustee pursuant to the SEBI Debenture Trustees Master Circular and the other SEBI Listed Debentures Circulars.
13.	The Transaction Documents (including the Debt Disclosure Documents).

(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**.

Please refer Section 6.37(h) of the General Information Document for reference to the relevant page number of the audit report which sets out the details of the related party transactions entered during the Financial Years ended March 31, 2023, March 31, 2024, and March 31, 2025.

Please refer page 12 (Note 18) of the audit report for the Financial Year ended March 31, 2026, which sets out the details of the related party transactions entered into by the Issuer.

(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**.

Please refer Section 6.37(i) of the General Information Document for 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.

(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 Section 6.37(j) of the General Information Document.

(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**

Please refer Section 6.37(k) of the General Information Document.

6.38 **Summary Terms**: Please refer Section 8.1.

6.39 **Confirmations in respect of Debentures with a face value of INR 10,000 (Indian Rupees Ten Thousand) each**:

Please refer Section 6.39 of the General Information Document.

6.40 **Disclosure in respect of advertisement in newspapers regarding financial results**:
Please refer Section 6.40 of the General Information Document.

6.41 **Details of the issue-wise green shoe option exercised vis-à-vis the base issue size and green shoe portion in issues undertaken in the previous financial year:**

Please refer Section 6.41 of the General Information Document.

SECTION 7: UNDERTAKINGS AND DISCLOSURES BY THE ISSUER AND DIRECTORS

Please refer Section 7 of the General Information Document for the undertakings by the Issuer. Please refer below for the undertaking on security, and attestation by the relevant authorised persons of the Issuer:

7.1 UNDERTAKING ON SECURITY

(a) The assets over which security is proposed to be created to secure the Debentures are sole and absolute property of the Issuer and are free from any mortgage, charge or encumbrance and are not subject to any *lis pendens*, attachment, or other order or process issued by any Governmental Authority.

(b) The assets over which security is proposed to be created to secure the Debentures to meet the Security Cover are free from any encumbrances and in case the assets are encumbered, the permissions or consent to create any further charge on the assets has been obtained from the existing creditors to whom the assets are charged, prior to creation of the charge.

(c) The Issuer hereby undertakes that the assets on which the first ranking exclusive charge is created by the Issuer in favour of the Debenture Trustee to secure the obligations of the Issuer in relation to the Debentures under the terms of the Deed of Hypothecation, being the Hypothecated Assets, are free from any encumbrances. All disclosures made in the Disclosure Document with respect to creation of security are in conformity with the clauses of debenture trustee agreement.

7.2 ATTESTATION

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

(a) The Issuer is in compliance with the provisions of Securities Contracts (Regulation) Act, 1956 and the Securities and Exchange Board of India Act, 1992, Companies Act, 2013 and the rules and regulations made thereunder.

(b) The compliance with the Securities Contracts (Regulation) Act, 1956 and the Securities and Exchange Board of India Act, 1992, Companies Act, 2013 and the rules does not imply that payment of dividend or interest or repayment of non-convertible securities, is guaranteed by the Central Government.

(c) The monies received under the offer shall be used only for the purposes and objects indicated in this Key Information Document.

(d) Whatever is stated in the General Information Document and this Key Information Document and in the attachments thereto is true, correct and complete and no information material to the subject matter of the General Information Document and this Key Information Document has been suppressed or concealed and is as per the original records maintained by the promoters subscribing to the Memorandum of Association and Articles of Association.

(e) General Risk:

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

considerations relevant to the non-convertible securities or investor's decision to purchase such securities.

(f) The contents of the document have been perused by the Board of Directors, and the final and ultimate responsibility of the contents mentioned herein shall also lie with the Board of Directors.

(g) The person(s) set out below are duly authorised to attest to the above by the board of directors or the governing body, as the case may be, by a resolution, a copy of which is also disclosed in this Key Information Document.

On behalf of the Issuer:



_____
Name: Vineet Sukumar
Designation: Managing Director
Date: September 15, 2026
Place: Chennai, India

On behalf of the Issuer:



_____
Name: Srinivasaraghavan B
Designation: Chief Financial Officer
Date: September 15, 2026
Place: Chennai, India

SECTION 8: TERMS OF THE ISSUE

8.1 SUMMARY TERMS

[Security Name (Name of the non-convertible securities which includes (Coupon/dividend, Issuer Name and maturity year) e.g. 8.70% XXX 2015.	**Series A Debentures**: 9.60% Vivriti Capital NCD Dec 2027 **Series B Debentures**: 9.80% Vivriti Capital NCD Aug 2028
Issuer	Vivriti Capital Limited *(formerly known as Hari and Company Investments Madras Limited, and as Hari and Company Investments Madras Private Limited)*
Type of Instrument	Rated, listed, senior, secured, redeemable, taxable, non-convertible debentures
Nature of Instrument (Secured or Unsecured)	Secured
Seniority (Senior or Subordinated)	Senior
Eligible Investors	Please refer Section 9.7 of this Key Information Document.
Listing (name of stock Exchange(s) where it will be listed and timeline for listing)	(a) The Issuer shall submit all duly completed documents (including the application for listing) to the BSE, SEBI, the jurisdictional registrar of companies or any other Governmental Authority, as are required under Applicable Law and obtain the listing of the Debentures within the timelines prescribed under the SEBI Listing Timelines Requirements ("**Listing Period**"). (b) The Issuer shall ensure that the Debentures continue to be listed on the wholesale debt market segment of the BSE. (c) The Issuer shall ensure that the Debentures at all times are rated in accordance with the provisions of the transaction documents and that the rating of the Debentures is not withdrawn until the Final Settlement Date. (d) In the event there is any delay in listing of the Debentures beyond the Listing Period, the Issuer will pay to the Debenture Holders, penal interest of 1% (one percent) per annum over the Interest Rate, from the Deemed Date of Allotment until the listing of the Debentures is completed.
Rating of the Instrument	"CRISIL A+/Positive" by CRISIL Ratings Limited.
Issue Size	**Series A Debentures**: INR 50,00,00,000 (Indian Rupees Fifty Crore), including a green shoe option of INR 25,00,00,000 (Indian Rupees Twenty Five Crore). **Series B Debentures**: INR 50,00,00,000 (Indian Rupees Fifty Crore), including a green shoe option of INR 25,00,00,000 (Indian Rupees Twenty Five Crore).
Minimum Subscription	Minimum application shall not be less than INR 1,00,00,000 (Indian Rupees One Crore) (being 1,000 (one thousand) Debentures of face value of INR 10,000 (Indian Rupees Ten Thousand) each and in multiples of 1 (one) Debenture thereafter.
Option to retain oversubscription (Amount)	Not Applicable.

	The terms of the issuance of each of the Series A NCDs and the Series B NCDs includes a green shoe as follows: **Series A Debentures:** 25,000 (twenty five thousand) Series A rated, listed, senior, secured, redeemable, taxable, non-convertible debentures denominated in INR, having a face value of INR 10,000 (Indian Rupees Ten Thousand) each and an aggregate nominal value of INR 25,00,00,000 (Indian Rupees Twenty Five Crore). **Series B Debentures:** 25,000 (twenty five thousand) Series B rated, listed, senior, secured, redeemable, taxable, non-convertible debentures denominated in INR, having a face value of INR 10,000 (Indian Rupees Ten Thousand) each and an aggregate nominal value of INR 25,00,00,000 (Indian Rupees Twenty Five Crore).
Objects of the Issue / Purpose for which there is requirement of funds	(a) The funds raised by the Issue shall be utilized by the Issuer for the following purposes ("**Purpose**"): (i) for general corporate purposes of the Issuer; and (ii) for utilisation in the ordinary course of business of the Issuer (including repayment/re-financing of any existing Financial Indebtedness of the Issuer), each in accordance with Applicable Law (including any guidelines/directions issued by the RBI from time to time). The amount equivalent to 100% of the funds raised by the Issue will be utilized towards the Purpose. The Issuer has not, as of the date of this Key Information Document, determined the specific allocation or the order of priority of utilisation between the objects set out in paragraphs (i) and (ii) above. (b) Without prejudice to paragraph (a) above, the Issuer shall not use the proceeds of the Issue towards: (i) any capital market instruments such as equity, and equity linked instruments; (ii) any speculative purposes; (iii) investment in the real estate sector, including the acquisition of land, and/or any other real estate business. The expression "real estate business" has the meaning given to it in the Foreign Exchange Management (Non-Debt Instruments) Rules, 2019; and (iv) in contravention of any Applicable Law (including but not limited to the NBFC Directions and the guidelines, rules or regulations of the RBI applicable to non-banking financial companies).

In case the issuer is a 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	(a) The funds raised by the Issue shall be utilized by the Issuer for the following purposes: (i) for general corporate purposes of the Issuer; and (ii) for utilisation in the ordinary course of business of the Issuer (including repayment/re-financing of any existing Financial Indebtedness of the Issuer), each in accordance with Applicable Law (including any guidelines/directions issued by the RBI from time to time). The amount equivalent to 100% of the funds raised by the Issue will be utilized towards the Purpose. The Issuer has not, as of the date of this Key Information Document, determined the specific allocation or the order of priority of utilisation between the objects set out in paragraphs (i) and (ii) above. (b) Without prejudice to paragraph (a) above, the Issuer shall not use the proceeds of the Issue towards: (i) any capital market instruments such as equity, and equity linked instruments; (ii) any speculative purposes; (iii) investment in the real estate sector, including the acquisition of land, and/or any other real estate business. The expression "real estate business" has the meaning given to it in the Foreign Exchange Management (Non-Debt Instruments) Rules, 2019; and (iv) in contravention of any Applicable Law (including but not limited to the NBFC Directions and the guidelines, rules or regulations of the RBI applicable to non-banking financial companies).
Coupon/Dividend Rate	**SERIES A DEBENTURES** **Interest Rate**: 9.60% (nine decimal six zero percent) per annum (fixed) payable monthly. The indicative interest payment and redemption schedule is set out in **Annexure IV** (*Illustration of Bond Cash Flows*) (subject to adjustments for Business Day Convention).

	SERIES B DEBENTURES **Interest Rate**: 9.80% (nine decimal eight zero percent) per annum (fixed) payable monthly. The indicative interest payment and redemption schedule is set out in **Annexure IV** (*Illustration of Bond Cash Flows*) (subject to adjustments for Business Day Convention).
Step Up/Step Down Coupon Rate	(a) If the rating of the Debentures is downgraded below the Rating, then the Interest Rate shall be increased by 0.25% (zero decimal two five percent) for each downgrade of 1 (one) notch below the Rating ("**Step Up Rate**"), and such increased Interest Rate shall be applicable with effect from the date of such downgrade. Step Up, in accordance with this paragraph (a) shall not require any notice, intimation or action on behalf of the Debenture Trustee or the Debenture Holders. (b) 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 with effect from the date of such upgrade. PROVIDED THAT the decreased rate of interest in accordance with this paragraph (b) cannot, in any case, be lower than the relevant Interest Rate. The decrease in the rate of interest in accordance with this paragraph (b) shall not require any notice, intimation or action on behalf of the Debenture Trustee or the Debenture Holders. It is clarified that, if following the Step Up, the rating of the Debentures is restored to the Rating, then the interest shall be payable at the Interest Rate, from the date that the rating of the Debentures is restored to the Rating.
Coupon/Dividend Payment Frequency	Monthly
Coupon/Dividend Payment Dates	Payable monthly on the dates set out in **Annexure IV** (*Illustration of Bond Cash Flows*) subject to adjustments for Business Day Convention.
Cumulative / non cumulative, in case of dividend	Not Applicable.
Coupon Type (Fixed, floating or other structure)	Fixed
Coupon Reset Process (including rates, spread, effective date, interest rate cap and floor etc).	Not Applicable.
Day Count Basis (Actual/Actual)	Actual / Actual
Interest on Application Money	(a) No interest on the Application Money is required to be paid by the Issuer to the Applicants. (b) Where an Applicant is allotted a lesser number of Debentures than applied for, the excess amount paid on application will be refunded to the Applicant in the bank account of the Applicant as described in the Application Form towards interest on the refunded money by

	electronic mode of transfer like RTGS/NEFT/direct credit. Details of allotment will be sent to every successful Applicant.
Default Interest Rate	(a) If, at any time, a Payment Default occurs, the Issuer agrees to pay an additional interest at the rate of 2% (two percent) per annum above the relevant Interest Rate on the Outstanding Principal Amounts from the date of the occurrence of such Payment Default until such Payment Default is cured or the Debentures are fully redeemed by the Issuer (whichever is earlier), on each Interest Payment Date occurring during the aforementioned period. (b) If, at any time, the Issuer fails to maintain the Security Cover in accordance with the transaction documents, the Issuer agrees to pay an additional interest rate of 2% (two percent) per annum above the relevant Interest Rate on the Outstanding Principal Amounts from the date of the occurrence of such failure until the Security Cover is maintained or the Debentures are fully redeemed by the Issuer (whichever is earlier), on each Interest Payment Date occurring during the aforementioned period. (c) If, at any time, a breach of any financial covenant and/or holding and management covenant and/or rating covenant and/or reporting covenant, each as set out in the transaction documents, occurs, and/or any other Event of Default occurs, the Issuer agrees to pay an additional interest at the rate of 2% (two percent) per annum above the relevant Interest Rate on the Outstanding Amounts from the date of occurrence of such breach/Event of Default until such breach/Event of Default is cured or the Debentures are fully redeemed by the Issuer (whichever is earlier), on each Interest Payment Date occurring during the aforementioned period. PROVIDED THAT no additional interest will be payable pursuant to this paragraph (c) if any additional interest is being paid by the Issuer pursuant to paragraph (a), paragraph (b), sub-section named "*Additional Disclosures (Delay in Listing)*" below, and/or Section 8.2.4 (m).
Tenor	**Series A Debentures**: 14 (fourteen) months and 29 (twenty nine) days from the Deemed Date of Allotment. **Series B Debentures**: 23 (twenty three) months from the Deemed Date of Allotment.
Redemption Date	**SERIES A DEBENTURES** **Redemption Date**: December 17, 2027 The indicative interest payment and redemption schedule is set out in Annexure IV (*Illustration of Bond Cash Flows*). **SERIES B DEBENTURES** **Redemption Date**: August 18, 2028 The indicative interest payment and redemption schedule is set out in Annexure IV (*Illustration of Bond Cash Flows*).
Redemption Amount	INR 10,000 (Indian Rupees Ten Thousand) per Debenture

	The indicative interest payment and redemption schedule is set out in Annexure IV *(Illustration of Bond Cash Flows)* subject to adjustments for Business Day Convention.
Redemption Premium/Discount	Not Applicable.
Issue Price	Not Applicable.
Discount at which security is issued and the effective yield as result of such discount	Not Applicable.
Premium/Discount at which security is redeemed and the effective yield as a result of such premium/discount	Not Applicable.
Put Date	Not Applicable.
Put Price	Not Applicable.
Call Date	Not Applicable.
Call Price	Not Applicable.
Put Notification Time (Timelines by which the investor need to intimate Issuer before exercising the put)	Not Applicable.
Call Notification Time (Timelines by which the Issuer need to intimate investor before exercising the call)	Not Applicable.
Face Value	INR 10,000 (Indian Rupees Ten Thousand) per Debenture.
Minimum subscription amount and in multiples thereafter	Minimum application shall not be less than INR 1,00,00,000 (Indian Rupees One Crore) (being 1,000 (one thousand) Debentures of face value of INR 10,000 (Indian Rupees Ten Thousand) each and in multiples of 1 (one) Debenture thereafter.
Issue Timing	
1. Issue Opening Date	September 17, 2026
2. Issue Closing Date	September 17, 2026
3. Date of earliest closing of the issue, if any.	N.A.
4. Pay-in Date	September 18, 2026
5. Deemed Date of Allotment	September 18, 2026
Settlement Mode of the Instrument	Please refer Section 9 below along with the Key Information Document for the relevant issuance of Debentures.
Depository	NSDL and CDSL
Disclosure of Interest/Dividend/ redemption dates	Please refer **Annexure IV** (*Illustration of Bond Cash Flows*) subject to adjustments for Business Day Convention.
Record Date	15 (fifteen) calendar days prior to each Due Date.
All covenants of the issue (including side letters, accelerated payment clause, etc.)	**Representations and Warranties** Please refer Section 8.2.1 of this Key Information Document.

	Financial Covenants Please refer Section 8.2.2 of this Key Information Document. **Reporting Covenants** Please refer Section 8.2.3 of this Key Information Document. **Affirmative Covenants** Please refer Section 8.2.4 of this Key Information Document. **Negative Covenants** Please refer Section 8.2.5 of this Key Information Document. All other covenants prescribed by/commercially agreed with the proposed investors are set out in this Section 8.1 (*Summary Terms*).
Description regarding Security (where applicable) including type of security (movable/immovable/tangible etc.), type of charge (pledge/ hypothecation/ mortgage etc.), date of creation of security/ likely date of creation of security, minimum security cover, revaluation, replacement of security, interest to the debenture holder over and above the coupon rate as specified in the Trust Deed and disclosed in the General Information Document	I. **TRANSACTION SECURITY** (a) The Debentures and the Outstanding Amounts in respect thereof shall be secured on or prior to the Deemed Date of Allotment by way of (i) a first ranking, exclusive and continuing charge to be created in favour of the Debenture Trustee pursuant to an unattested deed of hypothecation, dated on or about the Effective Date, executed or to be executed and delivered by the Issuer in a form acceptable to the Debenture Trustee ("**Deed of Hypothecation**") over certain identified book debts/loan receivables of the Issuer as described therein, which comply with the eligibility criteria set out in the transaction documents (the "**Hypothecated Assets**"), and (ii) such other security interest as may be agreed between the Issuer and the Debenture Holders ((i) and (ii) above are collectively referred to as the "**Transaction Security**"). (b) The value of the Hypothecated Assets shall at all times, commencing from the Deemed Date of Allotment and until the Final Settlement Date, be at least 1.05 (one decimal zero five) times the value of the Outstanding Principal Amounts along with the accrued interest (the "**Security Cover**") and shall be maintained at all times until the Final Settlement Date. (c) The value of the Hypothecated Assets for this purpose (for both initial and subsequent valuations) shall be the amount reflected as the value thereof in the books of accounts of the Issuer. (d) The Issuer shall create the charge over the Hypothecated Assets on or prior to the Deemed Date of Allotment and perfect such security by filing Form CHG-9 with the ROC and by ensuring and procuring that the Debenture Trustee files Form I with CERSAI within the time period prescribed under the transaction documents. (e) The Issuer shall, to the extent applicable and required under Applicable Law, ensure and procure through the Debenture Trustee, the completion of all relevant filings required to be

made with any information utility in accordance with the IBC.

The Issuer shall cooperate with the Debenture Trustee and/or the Debenture Holders in connection with any assistance the Debenture Trustee and/or Debenture Holders may require for the purpose of submitting information in relation to the Debentures and the transaction documents to any relevant information utility in accordance with the IBC, and to confirm or authenticate all filings and information sought to be uploaded, and update or modify or rectify any errors in such financial information submitted.

(f) The Issuer hereby further agrees, declares and covenants with the Debenture Trustee as follows:

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

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

(iii) the Issuer shall, at the time periods set out in the transaction documents, provide a list of the Hypothecated Assets to the Debenture Trustee over which charge is created and subsisting by way of hypothecation in favour of the Debenture Trustee (for the benefit of the Debenture Holders) and sufficient to maintain the Security Cover;

(iv) the Issuer shall, within the timelines prescribed under the transaction documents, add fresh receivables/Client Loans to the Hypothecated Assets so as to ensure that the Security Cover is maintained or replace such Hypothecated Assets that do not satisfy the eligibility criteria prescribed in the transaction documents;

(v) the security interest created on the Hypothecated Assets shall be a continuing security; and

(vi) the Hypothecated Assets shall fulfil the eligibility criteria set out in the transaction documents.

II. **SPECIFIC DISCLOSURES**

	(a) **Type of security**: Identified book debts/loan receivables. (b) **Type of charge**: Hypothecation. (c) **Date of creation of security/ likely date of creation of security**: On or prior to the Deemed Date of Allotment. (d) **Minimum security cover**: At least 1.05 (one decimal zero five) times the value of the Outstanding Principal Amounts along with the accrued interest in respect thereof. (e) **Revaluation**: N.A. (f) **Replacement of security**: The Issuer shall, within the timelines prescribed under the transaction documents, add fresh receivables/Client Loans to the Hypothecated Assets so as to ensure that the Security Cover is maintained or replace such Hypothecated Assets that do not satisfy the eligibility criteria prescribed in the transaction documents. (g) **Interest over and above the coupon rate**: (i) If, at any time, the Issuer fails to maintain the Security Cover in accordance with the transaction documents, the Issuer agrees to pay an additional interest rate of 2% (two percent) per annum above the relevant Interest Rate on the Outstanding Principal Amounts from the date of the occurrence of such failure until the Security Cover is maintained or the Debentures are fully redeemed by the Issuer (whichever is earlier), on each Interest Payment Date occurring during the aforementioned period. (ii) In the event of any delay in the execution of any transaction document (including the DTD or the Deed of Hypothecation) or the creation and/or perfection of the Transaction Security in terms thereof, the Issuer will, at the option of the Debenture Holders, either: (A) if so required by the Debenture Holders, refund the Application Money together with interest (including interest accrued) at the Interest Rate/discharge the Secured Obligations; and/or (B) pay to the Debenture Holders additional interest at the rate of 2% (two percent) per annum on the Outstanding Principal Amounts in addition to the relevant Interest Rate until the relevant transaction document is duly executed or the Transaction Security is duly created and perfected in terms thereof or the Secured Obligations are discharged (whichever is earlier).
Transaction Documents	means: (a) the DTD; (b) the Debenture Trustee Agreement;

	(c) the Deed of Hypothecation; (d) the Debt Disclosure Documents; (e) the letters issued by, and each memorandum of understanding/agreement entered into with, the Rating Agency, the Debenture Trustee and/or the Registrar; (f) each tripartite agreement between the Issuer, the Registrar and the relevant Depository; (g) all other documents, undertakings, letter-agreement(s), and the resolutions of the Issuer comprising the Conditions Precedent in relation to the issuance of the Debentures; and (h) any other document that may be designated as a Transaction Document by the Debenture Trustee or the Debenture Holders, and "Transaction Document" means any of them.
Conditions precedent to Disbursement	The Issuer shall, prior to the Deemed Date of Allotment, fulfil the following conditions precedent, each in a form and manner satisfactory and acceptable to the Debenture Trustee/the Applicants: **AUTHORISATIONS** (a) a copy of the Constitutional Documents certified as correct, complete and in full force and effect by an authorised person of the Issuer; (b) copies of the authorisations, approvals and licenses received by the Issuer from the RBI; (c) a copy of the resolution of the Issuer's board of directors and any resolution of any committee of the board of directors authorising the execution, delivery and performance of the transaction documents certified as correct, complete and in full force and effect by an authorised person of the Issuer; (d) a copy of the resolution of the shareholders of the Issuer in accordance with Section 180(1)(c) of the Companies Act approving the borrowing contemplated under the transaction documents certified as correct, complete and in full force and effect by an authorised person of the Issuer; (e) a copy of the resolution of the shareholders of the Issuer in accordance with Section 180(1)(a) of the Companies Act approving the creation of Transaction Security in accordance with the terms of the transaction documents certified as correct, complete and in full force and effect by an authorised person of the Issuer; **TRANSACTION DOCUMENTS** (f) execution, delivery and stamping of the transaction documents (including the Debt Disclosure Documents) in a form and manner satisfactory to the Debenture Trustee;

	CERTIFICATES AND CONFIRMATIONS (g) copies of the rating letter and the rating rationale issued by the Rating Agency in relation to the Debentures; (h) a copy of the consent from the Debenture Trustee to act as the debenture trustee for the issue of Debentures; (i) a copy of the consent from the Registrar for the issue of Debentures; (j) a copy of the tripartite agreement(s) executed between the Issuer, the Registrar and the relevant Depository; **OTHERS** (k) evidence that all "know your customer" requirements prescribed by the Debenture Trustee and the Applicants have been provided/fulfilled; (l) the audited financial statements of the Issuer for the Financial Year ended March 31, 2026, along with the unaudited/limited review financial statements for the most recent financial quarter/financial half-year; (m) a copy of the in-principle approval provided by the BSE in respect of the General Information Document; (n) a copy of the International Securities Identification Number (ISIN) in respect of the Debentures; (o) evidence that all "know your customer" requirements to the satisfaction of the Debenture Trustee/the Applicants has been provided, together with copies of (i) self-attested/certified "know your customer" documents in respect of the Issuer, (ii) the Large Entity Identifier (LEI) number, and (iii) self-attested "know your customer" documents (including passport) of the authorized signatory(ies) of the Issuer that are executing the transaction documents; (p) a copy of the beneficial owners declaration in accordance with the directions/guidelines issued by the RBI (including the Reserve Bank of India (Non-Banking Financial Companies - Know Your Customer) Directions, 2025, as amended from time to time), in the form and manner agreed with the Debenture Trustee; (q) a certificate from the authorised signatories of the Issuer addressed to the Debenture Trustee confirming as on the Deemed Date of Allotment/the date of the certificate that: (i) the details of the persons authorised to sign the transaction documents and any document to be delivered under or in connection therewith on behalf of the Issuer have the authority to execute and deliver on its behalf such documents, together with the names, titles and specimen

	signatures of such authorised signatories; (ii) the Issuer has the necessary power under the Constitutional Documents to borrow monies by way of the issuance of the Debentures and create the Transaction Security to secure such Debentures; (iii) the issuance of the Debentures and the creation of security over the Hypothecated Assets will not cause any limit, including any borrowing or security providing limit binding on the Issuer to be exceeded; (iv) the representations and warranties contained in the transaction documents are true and correct in all respects; (v) no Event of Default has occurred or is subsisting; (vi) no Material Adverse Effect has occurred; and (vii) 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 (r) a certificate from an independent chartered accountant confirming that (i) the issuance of the Debentures would not cause any borrowing, or any other similar limit binding on the Issuer to be exceeded, and (ii) the issuance of the Debentures and the creation of security interest in accordance with transaction documents would not breach any limits under the Constitutional Documents of the Issuer, the terms of any other contractual arrangements entered into by the Issuer or any limits prescribed by the shareholders or the board of directors of the Issuer; (s) a certificate from an independent chartered accountant certifying that other than as disclosed, there are no proceedings or claims for the recovery of any Tax pending against the Issuer including, without limitation, any income tax proceedings requiring it to obtain the consent of the "Assessing Officer" under Section 499 of the Income Tax Act, 2025 for the purpose of creating the Transaction Security; (t) a copy of the due diligence certificate(s) from the registered merchant banker appointed in respect of the Issue; (u) copies of the due diligence certificates from the Debenture Trustee in accordance with Chapter II (*Due Diligence by Debenture Trustees*) of the SEBI Debenture Trustee Master Circular and the SEBI Debt Listing Regulations; and (v) such other information, documents, certificates, opinions and instruments as the Debenture Trustee and the Applicants may request

	in connection with the transactions contemplated under the transaction documents.
Conditions Subsequent to Disbursement	The Issuer shall fulfil the following conditions subsequent, to the satisfaction of the Debenture Trustee, following the Deemed Date of Allotment: (a) 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; (b) the Issuer 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; (c) the Issuer shall file a return of allotment of securities under Form PAS-3 in accordance with the Companies (Prospectus and Allotment of Securities) Rules, 2014 with the ROC within 15 (fifteen) calendar days of the Deemed Date of Allotment, along with a list of the Debenture Holders and with the prescribed fee; (d) if so required, the Issuer shall maintain and file a copy of Form PAS-5 in accordance with the Companies (Prospectus and Allotment of Securities) Rules, 2014 in respect of the issue of the Debentures; (e) the Issuer shall, in respect of the Deed of Hypothecation, file a copy of Form CHG-9 with ROC and shall provide any information and all assistance that the Debenture Trustee may require to enable it to file the prescribed Form I with CERSAI, each within 30 (thirty) days from the date of execution of the Deed of Hypothecation; (f) the Issuer shall, in accordance with the timelines prescribed under the LODR Regulations, provide the details in respect of the utilisation of the proceeds of the Debentures certified by an independent chartered accountant and/or the statutory auditors of the Issuer in accordance with the LODR Regulations; (g) copies of the due diligence certificates from the Debenture Trustee in accordance with Chapter II (*Due Diligence by Debenture Trustees*) of the SEBI Debenture Trustee Master Circular and the Debt Listing Regulations; and (h) comply with such other conditions (including uploading/submitting of any information or documents to the SEBI/BSE) and provide such other information and documents as the Debenture Holders may reasonably request or as may be required under Applicable Law (including without limitation, the Companies Act, and any guidelines/circulars issued by the SEBI).
Event of Default (including manner of voting /conditions of joining Inter Creditor Agreement)	Please refer to Section 8.2.6.2 below.

Creation of recovery expense fund	The Issuer hereby undertakes and confirms that it shall, within the time period prescribed under Chapter IV of the SEBI Debenture Trustees Master Circular, establish and maintain the Recovery Expense Fund in such manner/mode as is prescribed under Chapter IV of the SEBI Debenture Trustees Master Circular.
Conditions for breach of covenants (as specified in Debenture Trust Deed)	Please refer sections named "*Default Interest Rate*" above and Section 8.2.6.2 below.
Provisions related to Cross Default	The below is and Event of Default. If the Issuer: (a) defaults in any payment of Financial Indebtedness beyond the period of grace if any, provided in the instrument or agreement under which such Financial Indebtedness was created; (b) any Financial Indebtedness of the Issuer is declared to be due and payable, or would permit to be prepaid other than by a regularly scheduled required prepayment, (whether or not such right shall have been waived) prior to the stated maturity thereof, PROVIDED THAT if any of the abovementioned Events of Default are capable of being remedied in the sole discretion of the Majority Debenture Holders, the Majority Debenture Holders may provide a cure period as they deem appropriate.
Roles and Responsibilities of the Debenture Trustee	In addition to the powers conferred on the Debenture Trustee in the transaction documents and Applicable Law, and without limiting the liability of the Debenture Trustee, it is agreed as follows: (a) the Debenture Trustee may, in relation to the transaction documents, 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 Issuer or by the Debenture Trustee or otherwise; (b) with a view to facilitating any dealing under any provisions of the transaction documents, subject to the Debenture Trustee obtaining the consent of the Majority Debenture Holders, the Debenture Trustee shall have (i) the power to consent (where such consent is required) to a specified transaction or class of transactions (with or without specifying additional conditions); and (ii) to determine all questions and doubts arising in relation to the interpretation or construction any of the provisions of the transaction documents; (c) the Debenture Trustee and each receiver, attorney, manager, agent or other person appointed by it for the purposes of this Issue shall, subject to the provisions of the Companies Act, be entitled to be indemnified by the Issuer in respect of all liabilities and expenses incurred by them in the execution or purported execution of the powers and trusts thereof; (d) notwithstanding anything contained to the contrary, 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; (e) the Debenture Trustee shall forward to the Debenture Holders copies of any information or documents from the Issuer pursuant to the transaction documents within 2 (two) Business Days of receiving such information or document from the Issuer; (f) the Debenture Trustee shall have the right to rely on notices, communications, advertisement or any information on the website of the Issuer or any other related party with respect to issue of Debentures; and (g) the Debenture Trustee shall, until the Final Settlement Date, adhere to and comply with its obligations and responsibilities under the SEBI Debenture Trustees Master Circular. PROVIDED THAT nothing contained in this sub-section named "*Roles and Responsibilities of the Debenture Trustee*", shall exempt the Debenture Trustee or any receiver, attorney, manager, agent or other person appointed by the Debenture Trustee for the purposes of this Issue from or indemnify them against any liability for breach of trust nor any liability which by virtue of any rule or Applicable Law would otherwise attach to them in respect of any negligence, default or breach of trust which they may be guilty of in relation to their duties hereunder.
Risk factors pertaining to the issue	Please refer Section 4 (*Risk Factors*) of this Key Information Document.
Governing Law & Jurisdiction	The Debentures and documentation will be governed by and construed in accordance with the laws of India and the parties submit to the exclusive jurisdiction of the courts in Chennai, India and as more particularly provided for in the Debenture Trust Deed.
Business Day Convention	(a) Interest and all other charges shall accrue based on an actual/actual basis. (b) All payments in respect of the Debentures required to be made by the Issuer shall be made on a Business Day. (c) If any Due Date on which any interest or additional interest is payable falls on a day which is a Sunday or is not a Business Day, the payment to be made on such Due Date shall be made on the succeeding Business Day. (d) If any Due Date on which any Outstanding Principal Amounts are payable falls on a day which is a Sunday or is not a Business Day, the payment to be made on such Due Date shall be made on the preceding Business Day. (e) If a Final Redemption Date falls on a day which is a Sunday or is not a Business Day, the payment of any amounts in respect of the Outstanding Principal Amounts to be made shall be made on the preceding Business Day. (f) In the absence of anything to the contrary, if any day for performance of any acts under the transaction documents (other than those set out in (c) to (e) above) falls on a day which is not a Business Day, such acts

	shall be performed on the succeeding Business Day.
Early Redemption	(a) On occurrence of an Early Redemption Event, the Debenture Trustee (acting on the instructions of any Debenture Holder) shall have the option (but not the obligation) to require the Issuer to, subject to Applicable Law, redeem the Debentures held by the relevant Debenture Holder and repay all Outstanding Amounts in respect thereof, in accordance with this sub-section named "*Early Redemption*". (b) For the purposes of any early redemption in accordance with this sub-section named "*Early Redemption*": (i) where any Debenture Holder requires the redemption of all the Debentures held by such Debenture Holder, such Debenture Holder shall inform the Debenture Trustee and the Debenture Trustee shall notify/confirm to the Issuer in writing of the relevant Debenture Holder's intention to exercise the early redemption option in accordance with this paragraph (b) ("**Prepayment Confirmation**"); (ii) the Debenture Trustee shall provide a notice of 21 (twenty one) days commencing from the date of the Prepayment Confirmation, requiring the Issuer to prepay the Debentures held by the Debenture Holder which requires the early redemption and all other Outstanding Amounts thereof; (iii) the Issuer shall make payment of all the Outstanding Amounts in respect of the Debentures held by the Debenture Holder within the exercise period that is no lower 3 (three) Business Days commencing on the expiry of a period of 21 (twenty one) days following the providing of a notice pursuant to paragraph (b)(ii) above and expiring on the expiry of a period of 30 (thirty) calendar days from the date of receipt by the Issuer of the notice pursuant to paragraph (b)(ii) above to such accounts as may be prescribed by the Debenture Trustee or the relevant Debenture Holder; and (iv) the Issuer shall comply with such other conditions as may be prescribed by the Debenture Trustee/Debenture Holders. (c) Any notice given by Debenture Trustee under this sub-section named "*Early Redemption*" is irrevocable. (d) No prepayment penalty or prepayment premium will be applicable to any redemption in accordance with this sub-section named "*Early Redemption*".
Voluntary Redemption	(a) Following the expiry of a period of 12 (twelve) months and 1 (one) day from the Deemed Date of Allotment, on any date prior to the Final Settlement Date, subject to: (i) Applicable Law (including without limitation, the SEBI Listed

	Debentures Circulars and NBFC Directions); (ii) no Event of Default has occurred or is subsisting; and (iii) the consent of the Majority Debenture Holders being obtained by the Issuer, through the Debenture Trustee, at least 30 (thirty) days prior to such date, the Issuer shall have the option (but not the obligation) to redeem any or all of the Debentures, in part or in full, in accordance with paragraph (b) below. (b) For the purposes of making any premature redemption pursuant to this sub-section named "*Voluntary Redemption*", the Issuer shall be required to: (i) following the receipt of consent of the Majority Debenture Holders in accordance with paragraph (a)(iii) above, provide a notice of 21 (twenty one) days commencing from the date of receipt of such consent; (ii) make payment of all the Outstanding Amounts within the exercise period of 3 (three) Business Days occurring on the expiry of a period of 21 (twenty one) days following the providing of a notice pursuant to paragraph (b)(i) above to such accounts as may be prescribed by the Debenture Trustee or the Debenture Holders; (iii) pay such premature redemption premium as may be mutually agreed between the Issuer and the Debenture Trustee (acting on the instructions of Debenture Holders) on such part of the Outstanding Principal Amounts of the Debentures that are proposed to be prematurely redeemed; and (iv) comply with such other conditions as may be prescribed by the Debenture Trustee/Debenture Holders.
Multiple issuances under ISIN	The Issuer reserves the right to make multiple issuances under the same ISIN with reference to Chapter VIII (*Specifications related to ISIN for debt securities*) of the Listed NCDs Master Circular. 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 in line with Chapter VIII (*Specifications related to ISIN for debt securities*) of the Listed NCDs Master Circular.
Right to Repurchase the Debentures	(a) The Issuer, subject to the Applicable Law, may, based on mutual discussions with any Debenture Holder, repurchase a part or all of the Debentures held by such Debenture Holder from the secondary market or otherwise, at any time prior to the Final Settlement Date. (b) In the event any or all of the Debentures are repurchased, or redeemed under any circumstances whatsoever, the Issuer shall have, and shall be deemed to have had, subject to Applicable Law, the power

		to re-issue the Debentures either by re-issuing the same Debentures or by issuing other non-convertible debentures in their place. (c) In respect of any repurchased/redeemed Debenture, the Issuer shall have the power to (either for a part or all of the Debenture) cancel, keep alive, appoint nominee(s) to hold or reissue at such price and on such terms and conditions as it may deem fit and as is permitted under Applicable Law.
Tax Deduction	(i)	All payments to be made by the Issuer to the Debenture Holders under the transaction documents shall be made free and clear of and without any Tax Deduction unless the Issuer is required to make a Tax Deduction pursuant to Applicable Law. (ii) The Issuer shall promptly upon becoming aware that it must make a Tax Deduction (or that there is any change in the rate or the basis of a Tax Deduction) notify the Debenture Trustee accordingly. (iii) If the Issuer is required to make a Tax Deduction, it shall make that Tax Deduction and any payment required in connection with that Tax Deduction within the time prescribed and in the minimum amount required under Applicable Law. (iv) Within the earlier of (A) 60 (sixty) days of making either a Tax Deduction or any payment required in connection with that Tax Deduction or (B) 60 (sixty) days of each Due Date, the Issuer shall deliver to the Debenture Trustee evidence reasonably satisfactory to the Debenture Trustee that the Tax Deduction has been made or (as applicable) any appropriate payment paid to the relevant taxing authority.
Additional Disclosures (Security Creation)	(i)	If, at any time, the Issuer fails to maintain the Security Cover in accordance with the transaction documents, the Issuer agrees to pay an additional interest rate of 2% (two percent) per annum above the relevant Interest Rate on the Outstanding Principal Amounts from the date of the occurrence of such failure until the Security Cover is maintained or the Debentures are fully redeemed by the Issuer (whichever is earlier), on each Interest Payment Date occurring during the aforementioned period. (ii) In the event of any delay in the execution of any transaction documents (including the DTD or the Deed of Hypothecation) or the creation and/or perfection of the Transaction Security in terms thereof, the Issuer will, at the option of the Debenture Holders, either: (A) if so required by the Debenture Holders, refund the Application Money together with interest (including interest accrued) at the Interest Rate/discharge the Secured Obligations; and/or (B) pay to the Debenture Holders additional interest at the rate of 2% (two percent) per annum on the Outstanding Principal Amounts in addition to the relevant Interest Rate until the relevant transaction document is duly executed or the Transaction Security is duly created and perfected in terms

	thereof or the Secured Obligations are discharged (whichever is earlier).
Additional Disclosures (Default in Payment)	If, at any time, a Payment Default occurs, the Issuer agrees to pay an additional interest at the rate of 2% (two percent) per annum above the relevant Interest Rate on the Outstanding Principal Amounts from the date of the occurrence of such Payment Default until such Payment Default is cured or the Debentures are fully redeemed by the Issuer (whichever is earlier), on each Interest Payment Date occurring during the aforementioned period.
Additional Disclosures (Delay in Listing)	In the event there is any delay in listing of the Debentures beyond the Listing Period, the Issuer will pay to the Debenture Holders, penal interest of 1% (one percent) per annum over the Interest Rate, from the Deemed Date of Allotment until the listing of the Debentures is completed.
Declaration required by BSE Limited	(a) This Issue of Debentures does not form part of non-equity regulatory capital mentioned under Chapter V of the Securities and Exchange Board of India (Issue and Listing of Non-Convertible Securities) Regulations, 2021 read with Chapter XIII (Issuance, listing and trading non-equity regulatory capital) of the circular issued by SEBI bearing the reference number SEBI/HO/DDHS/DDHS-PoD/P/CIR/2025/0000000137 dated October 15, 2025 on "*Master Circular for issue and listing of Non-convertible Securities, Securitised Debt Instruments, Security Receipts, Municipal Debt Securities and Commercial Paper*". (b) The face value of each debt security/Debenture issued on private placement basis under this Issue is INR 10,000 (Indian Rupees Ten Thousand).

Note:

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 events which lead to such change should be disclosed.

b. The list of documents which has been executed in connection with the issue and subscription of debt securities shall be annexed.

c. While the debt securities are secured to the extent of the Security Cover or as per the terms of issue document, in favour of debenture trustee, it is the duty of the debenture trustee to monitor that the security is maintained.

d. The issuer shall provide granular disclosures in their General Information Document, with regards to the "Object of the Issue" including the percentage of the issue proceeds earmarked for each of the "object of the issue".

e. The Online Bond Platform Providers ("OBPPs" only for offering NCDs in the secondary markets), shall be permitted to use the Issuer's name, logo, and relevant Issue details in advertisements, or promotional and marketing materials for the purpose of marketing and promoting the NCDs on their websites, mobile applications, or other digital platforms. It is the responsibility of the Issuer to ensure compliance with Applicable Laws and further ensure that the same does not constitute an offer to the public.

8.2 TERMS OF THE TRANSACTION DOCUMENTS

8.2.1. Representations and Warranties of the Issuer

The Issuer makes the representations and warranties set out in this Section 8.2.1 (*Representations and Warranties of the Issuer*) to the Debenture Trustee for the benefit of the Debenture Holders as on the Effective Date, which representations shall be deemed to be repeated on each day until the

Final Settlement Date.

(a) ***Status***

(i) The Issuer has been duly incorporated, organised and is validly existing, under Applicable Law.

(ii) The Issuer is a non-banking financial company registered with the RBI or such other regulatory authority (if applicable) and such registration is valid and subsisting.

(iii) The Issuer has the corporate power, authority and all material permits, approvals, authorizations, licenses, registrations, and consents including registrations, to own and operate its Assets and to carry on its business in substantially the same manner as it is currently conducted.

(b) ***Binding obligations***

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

(c) ***Non-conflict with other obligations***

The entry into and performance by the Issuer of, and the transactions contemplated by the transaction documents do not and will not conflict with:

(i) any Applicable Law (including, without limitation, any laws and regulations regarding anti-money laundering or terrorism financing, and similar financial sanctions);

(ii) its Constitutional Documents; or

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

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

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

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

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

(i) to enable it lawfully to enter into, exercise its rights and comply with its obligations in the transaction documents to which it is a party;

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

(iii) for it to carry on its business, and which are material,

have been obtained or effected and are in full force and effect.

(f) ***No default***

(i) No Event of Default has occurred and is continuing or would be expected as a result from the execution or performance of any transaction documents or the issuance of the Debentures.

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

(g) ***Ranking***

The payment obligations of the Issuer under the transaction documents rank at least *pari passu* with the claims of all of its other senior secured creditors, except for obligations mandatorily preferred by Applicable Law applying to companies generally.

(h) ***Legal / Litigation Matters***

(i) There are no claims, investigations or proceedings before any court, tribunal or governmental authority in progress or pending against or relating to the Issuer, which would have a Material Adverse Effect.

(ii) There are no unfulfilled or unsatisfied judgments or court orders in respect of the Issuer.

(iii) The Issuer has not taken any action nor has it taken any legal proceedings or other procedure or steps in relation to any bankruptcy proceedings or no order has been passed for its winding-up, dissolution or re-organization or for the enforcement of any security over its assets or for the appointment of a liquidator, supervisor, receiver, administrator, administrative receiver, trustee or other similar officer for it.

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

All information provided by the Issuer to the Debenture Trustee/Debenture Holders is true and accurate in all material respects as at the date it was provided or as at the date (if any) at which it is stated and is not misleading.

(j) ***Compliance; Corporate Matters***

(i) The Issuer has complied with Applicable Law, including without limitation, the Debt Listing Regulations and all other Applicable Law in respect of the issuance of the Debentures and for the performance of the Issuer of its obligations with respect to the Debentures, and to carry on its business.

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

(iii) No notice or other communication (official or otherwise) from any Governmental Authority has been issued or is outstanding or to the best of the Issuer's knowledge (after making due and careful enquiry), anticipated with respect to an alleged, actual or potential violation and/or failure to comply with any such Applicable Law

or requiring them to take or omit any action which would have a Material Adverse Effect.

(iv) The Issuer shall complete all necessary formalities including all filings with and notices to the relevant regulatory authorities as may be required, including but not limited to the designated stock exchange (if applicable) and the ROC and obtain all consents and approvals required for the completion of the Issue.

(v) All legal and procedural requirements specified in the Constitutional Documents or required under Applicable Law have been duly complied with in all respects in relation to the issue of the Debentures.

(vi) The registers and minute books (including the minutes of the board and general meetings) required to be maintained by the Issuer under Applicable Law:

(A) are up-to-date and have been maintained in accordance with Applicable Law;

(B) comprise complete and accurate records of all information required to be recorded in such books and records; and

(C) no notice or allegation that any of them are incorrect and/or should be rectified has been received.

(k) ***Assets***

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

(l) ***Financial statements; Accounts and Records***

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

(ii) Its audited financial statements most recently provided to the Debenture Trustee, give a true and fair view and represent its financial condition and operations during the Financial Year save to the extent expressly disclosed in such financial statements.

(iii) The books of accounts of the Issuer have been fairly and properly maintained, the accounts of the Issuer have been prepared in accordance with Applicable Law and the Applicable Accounting Standards, so as to give a true and fair view of the business (including the assets, liabilities and state of affairs) of the Issuer and its subsidiaries (as defined in the Companies Act). The Issuer has a proper, efficient and effective book-keeping and accounting system in place as well as adequate professional staff, including maintaining of accounts showing the loan drawings, payments, interest etc.

(m) ***Solvency***

(i) The Issuer is able to, and has not admitted its inability to, pay its debts as they mature and has not suspended from making payments of any of its debts and it

has not been deemed by a court to be unable to pay its debts for the purposes of Applicable Law, nor will it become unable to pay its debts for the purposes of Applicable Law as a consequence of entering into the transaction documents.

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

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

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

(v) No insolvency or bankruptcy process has commenced under Applicable Law in respect of the Issuer (including pursuant to the IBC and the Insolvency and Bankruptcy (Insolvency and Liquidation Proceedings of Financial Service Providers and Application to Adjudicating Authority) Rules, 2019) as amended from time to time.

(vi) No reference has been made, or enquiry or proceedings commenced, in respect of the Issuer, before the National Companies Law Tribunal or under any mechanism or prescription of the RBI in respect of resolution/restructuring of stressed assets (including without limitation, under the Stressed Assets Directions).

(n) ***Hypothecated Assets***

(i) The Hypothecated Assets are the sole and absolute property of the Issuer, and the Issuer has a clear and marketable title to the Hypothecated Assets.

(ii) Other than the security interest created/to be created pursuant to the transaction documents, the Hypothecated Assets are free from any other mortgage, charge or encumbrance and are not subject to any *lis pendens*, attachment, or other order or process issued by any Governmental Authority.

(iii) None of the Client Loans comprising the Hypothecated Assets have been previously sold, transferred or assigned to any other bank or financial institution.

(iv) The transaction documents executed or to be executed constitute, and shall constitute legal, valid and enforceable security interest in favour of the Debenture Trustee and for the benefit of the Debenture Holders on all the assets thereby secured and all necessary and appropriate consents for the creation, effectiveness, priority and enforcement of such security have been obtained.

(v) The Issuer is not aware of any document, judgment or legal process or defects affecting the title, ownership of the Hypothecated Assets which has remained undisclosed and/or which may have a Material Adverse Effect.

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

No Material Adverse Effect has occurred.

(p) ***Illegality***

It is not illegal or unlawful for the Issuer to perform any of its obligations under the transaction documents.

(q) ***Tax Laws***

(i) The Issuer has complied with all the requirements as specified under the Tax laws as applicable to the Issuer in relation to returns, computations, notices and information which are, or are required to be made or given by the Issuer to any Tax authority for taxation, and for any other Tax or duty purposes, have been made and are correct.

(ii) The Issuer has not received any material notice of any Tax disputes or other liabilities of Taxes in respect of which a claim has been made or notice has been issued against the Issuer.

(r) ***No Immunity***

Neither the Issuer nor any of its Assets are entitled to immunity from suit, execution, attachment or other legal process in its jurisdiction of incorporation. The issuance of the Debentures (and the transaction documents) constitutes, and the exercise of the Issuer's rights and performance of and compliance with its obligations in relation thereto, will constitute, private and commercial acts done and performed for private and commercial purposes.

(s) ***Confirmations pursuant to the Debt Listing Regulations***

With effect from the date of filing of the draft Debt Disclosure Documents with the BSE, as on the date of filing of the draft Debt Disclosure Documents with the BSE in accordance with the Debt Listing Regulations:

(i) the Issuer, the promoters (as defined in the Debt Listing Regulations) of the Issuer, the promoter group (as defined in the Debt Listing Regulations) of the Issuer or the directors of the Issuer have not been debarred from accessing the securities market or dealing in securities by SEBI;

(ii) no promoter (as defined in the Debt Listing Regulations) of the Issuer or director of the Issuer is a promoter or director of any another company which is debarred from accessing the securities market or dealing in securities by SEBI;

(iii) no promoter (as defined in the Debt Listing Regulations) of the Issuer or director of the Issuer is a fugitive economic offender; and

(iv) no fines or penalties levied by SEBI or any of the stock exchanges is pending to be paid by the Issuer.

(t) ***SCORES Authentication***

The Issuer has received the Securities and Exchange Board of India Complaints Redress System (SCORES) authentication prior to the Deemed Date of Allotment.

8.2.2. **Financial Covenants**

Until the Final Settlement Date, the Issuer shall:

(i) maintain its Capital Adequacy Ratio which is 2% (two percent) higher than the threshold for Capital Adequacy Ratio as may be prescribed by the RBI from time to time;

(ii) ensure that the ratio of A:B, where A is the aggregate Financial Indebtedness of the Issuer, and B is the aggregate Equity of the Issuer, does not exceed 5 (five) times;

(iii) ensure that the Issuer's Net NPA does not exceed 3% (three percent) of the net advances as of the last day of the relevant period; and

(iv) ensure that the Promoter continues to be the Managing Director of the Issuer.

The financial covenants set out in this Section 8.2.2 (*Financial Covenants*) shall be tested, until the Final Settlement Date, on a quarterly basis (i.e., as on each Quarterly Date).

8.2.3. **Reporting Covenants**

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

(a) as soon as available, and in any event within 120 (one hundred and twenty) calendar days after the end of each Financial Year:

(i) certified copies of its audited consolidated and non-consolidated (if any) financial statements for its most recently completed financial year, prepared in accordance with Applicable Accounting Standards including its balance sheet, income statement and statement of cash flow;

(ii) a certificate from a director/chief financial officer of the Issuer confirming that no Event of Default or potential Event of Default has occurred or is subsisting; and

(iii) such other information as may be required to be complied by the Issuer as per the Applicable Law;

(b) within 60 (sixty) calendar days after each Quarterly Date, in the format acceptable to Debenture Trustee:

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

(ii) certified list of the directors of the Issuer and the shareholding pattern of the Issuer, each as certified by the company secretary of the Issuer;

(iii) such other information as may be required to be complied by the Issuer as per the Applicable Law; and

(iv) if so required, a certificate signed by an authorised officer of the Issuer stating that the Issuer is in compliance with all the financial covenants prescribed in Section 8.2.2 (*Financial Covenants*);

(c) as soon as practicable and in any event within 15 (fifteen) days of the occurrence, provide the information/details with respect to:

(i) any change in the shareholding structure in the Issuer exceeding 5% (five percent) of the total shareholding of the Issuer (on a fully diluted basis);

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

(iii) any change in key managerial personnel of the Issuer;

(iv) any amendment/changes to the Constitutional Documents of the Issuer which is

detrimental to the rights of the Debenture Holders under the transaction documents;

(v) any occurrence of a Material Adverse Effect (in the opinion of the Issuer);

(vi) any dispute, litigation, arbitration, investigation, legal proceeding, administrative proceedings, or notice filed, initiated or instituted against/ received by the Issuer which if adversely determined would result in Material Adverse Effect;

(vii) the resignation of the statutory auditor of the Issuer;

(viii) any changes in accounting practices/policies of the Issuer; and

(ix) any prepayment of any Financial Indebtedness by the Issuer or any notice received for prepayment of any Financial Indebtedness of the Issuer owing to occurrence of an event of default (howsoever described);

(d) without prejudice to any other obligations under this Section 8.2.3 (*Reporting Covenants*), as soon as practicable and in any event within 2 (two) Business Days of the occurrence, provide the information/details with respect to:

(i) payment default in any Financial Indebtedness/obligations to any creditors of the Issuer;

(ii) any application or petition filed for the dissolution or re-organization of the Issuer; and

(iii) occurrence of any Event of Default; and

(e) as soon as practicable and in any event within the timelines prescribed by the Debenture Trustee (and Applicable Law), such other information (including in respect of business, property and affairs of the Issuer that materially impacts the interests of the Debenture Holders), notifications, details, documents, reports, statements and certificates (including from chartered accountants, auditors and/or directors of the Issuer and copies of reports, balance sheets, profit and loss accounts) as may be required by the Debenture Trustee from time to time, to ensure compliance with the provisions of the Applicable Law, including but not limited to the Debenture Trustees Regulations and the Companies (Share Capital and Debentures) Rules, 2014.

8.2.4. **Affirmative Covenants**

The Issuer shall, until the Final Settlement Date:

(a) ***Use of Proceeds***

use the proceeds of the Issue only for the Purpose and in accordance with Applicable Law and the transaction documents;

(b) ***Costs and Expenses***

pay all reasonable costs, charges and expenses in any way incurred by the Debenture Trustee towards protection of the 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 Issuer before they are incurred and shall not include any foreign travel costs;

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

pay all rents, royalties, taxes, rates, levies, cesses, assessments, impositions and outgoings, governmental, municipal or otherwise imposed upon or payable by the Issuer as and when such amounts are payable unless contested in good faith;

(d) ***Preserve Corporate Status***

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

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

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

(e) ***Pay Stamp Duty***

pay all such stamp duty (including any additional stamp duty), other duties, taxes, charges and penalties, if and when the Issuer may be required to pay with respect to transaction documents according to the applicable state laws. In the event the Issuer fails to pay such stamp duty, other duties, taxes and penalties as aforesaid, the Debenture Trustee shall be at liberty (but shall not be bound) to pay such amounts and the Issuer shall reimburse the aforementioned amounts to the Debenture Trustee on demand;

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

The Issuer shall:

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

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

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

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

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

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

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

(iv) provide a periodical status/performance report within 7 (seven) days of the relevant board meeting of the Issuer, or within 45 (forty five) days of a Quarterly Date, whichever is earlier; and

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

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

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

(C) any and all orders, directions, notices, of any court or tribunal affecting or likely to affect the Hypothecated Assets.

(g) ***Redressal of Grievances***

promptly and expeditiously attend to and redress the grievances, if any, of the Debenture Holders. The Issuer 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;

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

comply with the provisions of the Companies Act relating to transfer of unclaimed/ unpaid amounts of interest on Debentures and redemption of Debentures to Investor Education and Protection Fund ("**IEPF**"), if applicable to it. The Issuer hereby further agrees and undertakes that until the Final Settlement Date it shall abide by the regulations, rules or guidelines/listing requirements if any, issued from time to time by the Ministry of Corporate Affairs, RBI, SEBI or any other competent Governmental Authority;

(i) ***Corporate Governance; Fair Practices Code***

comply with any corporate governance requirements applicable to the Issuer (as may be prescribed by the RBI, or any other Governmental Authority) and the fair practices code prescribed by the RBI;

(j) ***Further Assurances***

(i) provide details of any litigation, arbitration or administrative proceedings which has a Material Adverse Effect;

(ii) comply with any monitoring and/or servicing requests/calls from the Debenture Trustee at such time periods as the Debenture Trustee may reasonably request;

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

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

(v) comply with:

(A) all Applicable Law (including but not limited to the Companies Act, all

directions issued by regulatory authority), as applicable in respect of the Debentures and obtain such regulatory approvals as may be required from time to time;

(B) the Debenture Trustees Regulations as in force from time to time, in so far as they are applicable to the Debentures and furnish to the Debenture Trustee such data, information, statements and reports as may be deemed necessary by the Debenture Trustee in order to enable them to comply with the provisions of Regulation 15 of the Debenture Trustees Regulations thereof in performance of their duties in accordance therewith to the extent applicable to the Debentures;

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

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

(E) 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 Issuer shall do so in the manner that is in accordance with Applicable Law relating to Tax but without, in any way requiring the Issuer to incur any additional costs, expenses or taxes and the Issuer shall avail of all the benefits available under any treaty applicable to the Issuer and/or the Debenture Holders; and

(F) if so required, the requirements prescribed under Chapter XI (*Operational framework for transactions in defaulted debt securities post maturity date/ redemption date*) of the Listed NCDs Master Circular, and provide all details/intimations to the Debenture Trustee, the Depositories, and BSE (as the case may be) in accordance with the aforementioned requirements;

(vi) to the extent applicable, it will submit to the Debenture Trustee, on a quarterly basis, a certificate from the statutory auditor of the Issuer giving the value of receivables/book debts; and

(vii) it will provide all necessary assistance and cooperation to, and permit the Debenture Trustee to conduct periodical checks, verifications, due diligence and other inspections in respect of the books and accounts of the Issuer and the Hypothecated Assets;

(k) ***Security***

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

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

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

(iii) the Issuer shall not create any charge, lien or other encumbrance upon or over the Hypothecated Assets or any part thereof except in favour of the Debenture Trustee

nor will it do or allow anything that may prejudice the Transaction Security;

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

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

(vi) to register and perfect the security interest created thereunder by filing Form CHG-9 with the ROC and ensuring and procuring that the Debenture Trustee files the prescribed Form I with CERSAI reporting the charge created to the CERSAI in relation thereto in accordance with the timelines set out in the transaction documents;

(vii) the Issuer shall, at the time periods set out in the transaction documents, provide a list of the Hypothecated Assets to the Debenture Trustee over which charge is created and subsisting by way of hypothecation in favour of the Debenture Trustee (for the benefit of the Debenture Holders) and sufficient to maintain the Security Cover;

(viii) the Issuer shall, within the timelines prescribed under the transaction documents, add fresh receivables/Client Loans to the Hypothecated Assets so as to ensure that the Security Cover is maintained or replace such Hypothecated Assets that do not satisfy the eligibility criteria prescribed in the transaction documents;

(ix) the Issuer shall, on a half yearly basis, give full particulars to the Debenture Trustee of all the Hypothecated Assets from time to time;

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

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

(xii) the security interest created on the Hypothecated Assets shall be a continuing security;

(xiii) the Hypothecated Assets shall fulfil the eligibility criteria set out in the transaction documents;

(xiv) 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, or decree for any indebtedness or liability of the Issuer to the Debenture Trustee and/or the Debenture Holders;

(xv) the Debenture Holders shall have a beneficial interest in the Hypothecated Assets of the Issuer which have been charged to the Debenture Trustee to the extent of the Outstanding Amounts of the Debentures; and

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

(l) ***Filings and Information***

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

(i) the Issuer shall comply with the relevant provisions of the SEBI LODR Regulations applicable to listed entities which have listed their non-convertible securities, including (to the extent applicable), the provisions of Chapter II (*Principles governing disclosures and obligations of listed entity*), Chapter III (*Common obligations of listed entities*), V (*Obligations of listed entity which has listed its non-convertible securities*), and Chapter VA (*Corporate Governance Norms for a Listed Entity which has Listed its Non-Convertible Debt Securities*) of the SEBI LODR Regulations;

(ii) it will provide all such assistance to the Debenture Trustee as may be required by it, to carry out the necessary due diligence and monitor the security cover in the manner as may be specified by SEBI from time to time. In this regard, in accordance with Chapter VI (*Periodical/ Continuous Monitoring by Debenture Trustee*) of the SEBI Debenture Trustees Master Circular, the Issuer undertakes and agrees to provide all relevant documents/information, as applicable, to enable the Debenture Trustee to submit the such reports/certifications to BSE in accordance with Chapter VI (*Periodical/ Continuous Monitoring by Debenture Trustee*) of the SEBI Debenture Trustees Master Circular, as more particularly set out in Section 8.2.7.1 below.

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

(iv) provide/fill all such information as prescribed under the SEBI Listed Debentures Circulars at the time of allotment of the International Securities Identification Number (ISIN) in respect of the Debentures;

(v) it will submit to the Debenture Trustee, on a quarterly basis, a certificate from an independent chartered accountant giving the value of receivables/book debts including compliance with the covenants set out in the Debt Disclosure Documents in such manner as may be specified by SEBI from time to time; and

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

(m) ***Execution of transaction documents***

in the event of any delay in the execution of any transaction document (including the DTD or the Deed of Hypothecation) or the creation and/or perfection of the Transaction Security in terms thereof, the Issuer will, at the option of the Debenture Holders, either:

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

(ii) pay to the Debenture Holders additional interest at the rate of 2% (two percent) per annum on the Outstanding Principal Amounts in addition to the relevant

Interest Rate until the relevant transaction document is duly executed or the Transaction Security is duly created and perfected in terms thereof or the Secured Obligations are discharged (whichever is earlier);

(n) ***Internal Control***

maintain internal control by way of policies and processes for the purpose of:

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

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

(o) ***Audit and Inspection***

subject to the providing of a prior notice of 15 (fifteen) days, permit visits and inspection of books of records, documents and accounts to the Debenture Trustee and representatives of Debenture Holders as and when required by them; and

(p) ***Listing and Monitoring Requirements***

comply with all covenants, undertakings and requirements set out in Section 8.2.7 (*Listing and Monitoring Requirements*).

8.2.5. **Negative Covenants**

The Issuer hereby covenants with the Debenture Trustee that the Issuer shall not undertake any of the following matters set out under this Section 8.2.5 (*Negative Covenants*) until the Final Settlement Date without obtaining prior written consent of the Majority Debenture Holders.

PROVIDED THAT:

(A) the Issuer will not require any consent from the Debenture Holders, under this Section 8.2.5 if such an event is not detrimental to the rights of Debenture Holders under the transaction documents and such intimation stating that the event is not detrimental to the rights of the Debenture Holders has been received by Majority Debenture Holders; and

(B) in the event the Issuer has provided a prior written request to all the Debenture Holder(s) in relation to any action under any of the covenants set out under this Section 8.2.5 (*Negative Covenants*) that the Issuer proposes to take and the Majority Debenture Holder(s) have not responded within a period of 21 (twenty one) calendar days from the date of such written request being provided by the Issuer, the Issuer may proceed with the action for which the request was made by the Issuer and the Issuer shall then be deemed to be permitted to undertake such action without obtaining any further consent from the Majority Debenture Holders.

The matters for the purposes of this Section 8.2.5 (*Negative Covenants*) are as follows:

(a) change the general nature its business from that which is permitted as non-banking financial company registered with the RBI or undertake any new business outside financial services or any diversification of its business outside financial services;

(b) change its Constitutional Documents in any way which would prejudicially affect the rights of the Debenture Holders under the transaction documents;

(c) any change in the capital structure of the Issuer, exceeding 5% (five percent) of the total shareholding of the Issuer (on a fully diluted basis), pursuant to purchase, buy-back or

reduction of equity shares of the Issuer at any point of time during the tenor of the Debentures;

(d) change in the financial year end from March 31 unless such change is mandatorily required to be made for compliance with Applicable Law;

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

(i) the proposed payment or distribution is out of net income of the current Financial Year or out of accumulated reserves (excluding any amount resulting from the revaluation of any of the Issuer's assets);

(ii) no Event of Default has occurred and is then continuing, or could occur or is reasonably likely to occur, as a result of such payment or declaration of any dividend or distribution and after giving effect to any such action;

(iii) the Issuer is in compliance with the financial covenants set out under Section 8.2.2 (*Financial Covenants*); and

(iv) the Issuer has paid or has made satisfactory provision for payment of the installments of the principal due and interests/coupon due on the Debentures;

(f) undertake or permit any merger, consolidation, re-organization, scheme of arrangement or compromise with its creditors or shareholders or effect any scheme of amalgamation or reconstruction;

(g) acquire any company, business or undertaking if the amount of the acquisition cost, whether paid by cash or otherwise, when aggregated with the aggregate acquisition cost of any other companies, business or undertaking acquired by it during that financial year exceeds 10% (ten percent) of the Equity;

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

(i) enter into any transaction with any person or enter into or continue business relations with its shareholders, employees, affiliate(s), holding company(ies) (as defined in the Companies Act), and/or subsidiary(ies) (as defined in the Companies Act) except on proper commercial terms negotiated on an arm's length basis;

(j) enter into or establish any partnership, profit sharing, royalty agreement or other similar other arrangement whereby the Issuer's income or profits are, or might be, shared with any other person other than in the ordinary course of business on an arm's length basis and in compliance with Applicable Law; or

(k) enter into any management contract or similar arrangement whereby its business or operations are managed by any other person;

(l) appoint or continue to the appointment of any person as a director/or a key managerial person of the Issuer who is classified as a wilful defaulter;

(m) enter into any contractual obligation which may adversely affect the financials standing of the Issuer;

(n) apply to the court for the winding up of the Issuer or agree to the winding up of the Issuer;

(o) sell, transfer, or otherwise dispose of in any manner whatsoever any Assets (other than the Transaction Security) of the Issuer, other than in the ordinary course of business or any securitization/direct assignment transaction undertaken by the Issuer in the ordinary course of its business as per applicable guidelines/directions issued by the RBI, which would have a Material Adverse Effect. It is clarified that, a securitization/ direct assignment representing an exit of line of business will not be construed as being in the ordinary course of business of the Issuer and the Issuer shall not be permitted to effect the same except after obtaining the prior written consent of the Debenture Trustee;

(p) enter into compromise or arrangement or settlement with any of its creditors (secured and unsecured) owing to actual or anticipated financial difficulty that would prejudicially affect the interest of the Debenture Holders;

(q) participate in any involuntary process under the IBC or undertake/permit any voluntary process under the IBC; or

(r) repay/discharge (except by way of conversion into equity) any (i) unsecured borrowing from promoters (as defined in the Debt Listing Regulations) of the Issuer and/or related parties (as defined in the Companies Act) of the Issuer, and/or (ii) inter corporate deposits held by the Issuer, each in case where an Event of Default has occurred and is subsisting.

8.2.6. **Events of Default**

8.2.6.1. **Consequences and Remedies of an Event of Default**

If one or more Events of Default occur(s), the Debenture Trustee shall, on the instructions of the Majority Debenture Holders in accordance with the transaction documents, by a notice in writing to the Issuer initiate the following course of action:

(a) require the Issuer to mandatorily redeem the Debentures and repay the Outstanding Principal Amounts, along with accrued but unpaid interest and other costs, charges and expenses incurred under or in connection with the transaction documents;

(b) accelerate the redemption of the Debentures and declare all or any of the Debentures to be due and payable immediately (or on such date(s) as may be prescribed by the Debenture Trustee), whereupon it shall become so due and payable;

(c) enforce the security interest created under the transaction documents (including in respect of the Transaction Security) in accordance with the terms of the transaction documents;

(d) disclose information in respect of the Debentures and/or the Issuer to the relevant authorities or regulatory authorities such as TransUnion CIBIL Limited and/or any other agency so authorized by the RBI, in such manner that may deem fit to the Debenture Trustee;

(e) exercise all the rights and remedies available to it in such manner as Debenture Holder may deem fit without intervention of the court and without having to obtain any consent of the Issuer;

(f) without prejudice to its other rights hereunder or under the IBC or any other Applicable Law, in its sole discretion to exercise all the rights, powers and remedies vested in it for the protection, perfection and enforcement of its rights in respect of the Transaction Security;

(g) appoint a nominee director in accordance with the transaction documents;

(h) take any actions in respect of Chapter X (*Breach of Covenants, Default and Remedies*) of the SEBI Debenture Trustees Master Circular in accordance with the provisions of the

transaction documents; and

(i) take all such other action, and exercise such other right as is permitted under the transaction documents or under Applicable Law, including any action that may be required for the purposes of protecting the interests of the Debenture Holders.

8.2.6.2. **Events of Default**

Each of the events or circumstances set out in this Section 8.2.6.2 (*Events of Default*) below is an Event of Default.

In case of occurrence of an Event of Default set out in this Section 8.2.6.2 (other than under Section 8.2.6.2(a) (*Payment Based Defaults*), Section 8.2.6.2(b) (*Security Based Defaults*), and Section 8.2.6.2(c) (*Covenants and Information Based Defaults*)), the Issuer shall have a cure period of 30 (thirty) calendar days to rectify such breach/Event of Default. PROVIDED THAT no Event of Default under Section 8.2.6.2(c) (*Covenants and Information based Defaults*) shall occur if any such default, if capable of being remedied, is remedied within 7 (seven) calendar days for reporting/information covenants, and within 30 (thirty) calendar days for any other covenant (other than in respect of payment default).

(a) ***Payment based Defaults***

(i) The Issuer does not pay on any Due Date(s) any amount payable in terms of the transaction documents at the place at and in the currency in which it is expressed to be payable, unless its failure to pay is caused by technical error and payment is made within 3 (three) Business Day of the relevant Due Date and/or any payment made by the Issuer is returned due to the bank details provided by Debenture Holder(s) being incorrect or invalid. PROVIDED HOWEVER THAT the aforementioned cure period for technical error shall be applicable to the extent permitted by Applicable Law.

(ii) If the Issuer:

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

(B) any Financial Indebtedness of the Issuer is declared to be due and payable, or would permit to be prepaid other than by a regularly scheduled required prepayment, (whether or not such right shall have been waived) prior to the stated maturity thereof,

PROVIDED THAT if any of the abovementioned Events of Default are capable of being remedied in the sole discretion of the Majority Debenture Holders, the Majority Debenture Holders may provide a cure period as they deem appropriate.

(iii) The Issuer admits its inability to pay its debts as they fall due, or suspends making payments on any of its debts by reason of actual or financial difficulties, or commences negotiations with one or more of its creditors with a view to rescheduling any of its Financial Indebtedness upon admission of failure or inability of the Issuer to pay its debts as they fall due.

(b) ***Security based Defaults***

(i) The Issuer fails to create and / or perfect the Transaction Security (i.e., filing CHG-9 Form with ROC) within the stipulated timelines.

(ii) In the event that the security cover in respect of the Hypothecated Assets falls below the Security Cover and the Issuer fails to reinstate the same within 30 (thirty) calendar days from the date of such fall in the security cover in respect of the Hypothecated Assets.

(iii) Any of the transaction documents fails to provide the security interests, rights, title, remedies, powers or privileges intended to be created thereby (including the priority intended to be created thereby).

(iv) Any security interests fail to have the priority contemplated under the transaction documents.

(v) Any security interests under the transaction documents becoming unlawful, invalid or unenforceable.

(vi) The security interest over the Hypothecated Assets is in jeopardy.

(c) ***Covenants and Information based Defaults***

The breach of any terms, covenants or obligation (including without limitation, any financial covenants, negative covenants, affirmative covenants, and/or reporting covenants) under the transaction documents. PROVIDED THAT no Event of Default under this paragraph (c) shall occur if any such default, if capable of being remedied, is not remedied within 7 (seven) calendar days for reporting/information covenants, and within 30 (thirty) calendar days for any other covenant (other than in respect of payment default).

(d) ***Defaults relating to the validity of the transaction documents***

(i) Any of the transaction documents in whole or in part, becomes invalid or ceases to be a legally valid, binding and enforceable obligation of the Issuer.

(ii) It is or becomes unlawful for the Issuer to perform any of its obligations under the transaction documents and/or any obligation of the Issuer under any Tran transaction document are not or cease to be valid, binding or enforceable.

(iii) Any representation or warranty made by the Issuer in any transaction document or in any certificate, financial statement or other document delivered to the Debenture Trustee/Debenture Holders by the Issuer shall have been incorrect, false or misleading in any respect when made or deemed made.

(iv) The Issuer repudiates any of the transaction documents.

(e) ***Other Defaults***

(i) There shall have occurred a Material Adverse Effect and such Material Adverse Effect has not been remedied or rectified within a period of 30 (thirty) calendar days.

(ii) Any proceedings for taking the Issuer into liquidation/insolvency have been admitted by any competent court or tribunal.

(iii) A moratorium or other protection from its creditors is declared or imposed in respect of any Financial Indebtedness of the Issuer.

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

(A) the suspension of payments, a moratorium of any indebtedness, winding-up, dissolution, administration or reorganization (by way of voluntary arrangement, scheme of arrangement or otherwise) of the Issuer;

(B) the composition, compromise, assignment or arrangement with any creditor of the Issuer;

(C) the appointment of a liquidator, receiver or similar other officer in respect of the Issuer, a composition, compromise, assignment or arrangement with any creditor of the Issuer;

(D) enforcement of any assets of the Issuer or any analogous procedure or step is taken in any jurisdiction; or

(E) any other event occurs or proceeding is instituted that under any applicable law would have an effect analogous to any of the events listed in paragraphs (A), (B), (C) and (D) above;

(v) Any Governmental Authority including without limitation Central Bureau of Investigation (CBI), Directorate of Enforcement, Serious Fraud Investigation office (SFIO), condemns, nationalizes, seizes, expropriates or otherwise assumes custody or control of all or any substantial part of the business, operations, property or other assets (including assets forming part of the security) of the Issuer or of its share capital, or takes any action for the dissolution of the Issuer or any action that would prevent the Issuer or its officers from carrying on all or a substantial part of its business or operations.

(vi) The Issuer's organizational status or any licenses or franchise is revoked or suspended by any Governmental Authority after the Issuer has exhausted all remedies and appeals relating thereof.

(vii) Surrender, revocation or suspension of the Issuer's certificate of registration as a non-banking financial company by the RBI provided that this shall not apply where such certificate of registration is surrendered pursuant to obtaining a banking license.

(viii) The listing of the relevant Debentures ceases or is suspended at any point of time prior to the relevant Final Redemption Date.

(ix) The Issuer ceases to carry on its business or any substantial part thereof or gives notice of its intention to do so.

(x) The Issuer has taken or suffered to be taken any action for reorganization of its capital or any rearrangement, merger or amalgamation without prior approval of the Debenture Holders in terms hereof.

(xi) Any material act of fraud, embezzlement, misstatement, misappropriation, or siphoning off of the funds or revenues of the Issuer or the Promoter or any other act having a similar effect being committed by the management of the Issuer or the Promoter.

(xii) The Promoter and/or the directors of the Issuer and/or the key managerial personnel promoter (as defined in the Companies Act) of the Issuer are convicted for a criminal offence involving moral turpitude, dishonesty including any convictions of any offence relating to bribery or being declared a willful defaulter.

(xiii) In the event that an application for corporate insolvency resolution process of the

Issuer is filed or any creditor of the Issuer takes any steps requesting the filing of such application, in each case, by the appropriate regulator (i.e., the RBI), under the IBC and the Insolvency and Bankruptcy (Insolvency and Liquidation Proceedings of Financial Service Providers and Application to Adjudicating Authority) Rules, 2019.

(xiv) If the Issuer commences a voluntary proceeding under any applicable bankruptcy, insolvency, winding up or other similar law now or hereafter in effect (including by passing any resolution of the board of directors or the shareholders of the Issuer) or consents to the entry of an order for relief in an involuntary proceeding under any such law, or consents to the appointment of or the taking of possession by a receiver, liquidator, assignee (or similar official) for any or a substantial part of its property.

(xv) If a petition is filed for the winding up of the Issuer under the Companies Act and such petition is not stayed or dismissed within a period of 60 (sixty) days of its filing.

(xvi) Any order/judgement passed by any of the regulatory authorities against any of the Promoter, Promoter Group, or the Issuer resulting in debarment of any Promoter, Promoter Group or the Issuer for raising funds from the financial markets.

8.2.6.3. **Notice on the Occurrence of an Event of Default**

(a) If any Event of Default or any event which, after the notice, or lapse of time, or both, would constitute an Event of Default, has occurred, the Issuer shall, forthwith give notice thereof to the Debenture Holders and the Debenture Trustee in writing specifying the nature of such event or Event of Default.

(b) In addition to the foregoing, in accordance with Chapter X (*Breach of Covenants, Default and Remedies*) of the SEBI Debenture Trustees Master Circular, the Debenture Trustee shall send a notice to the Debenture Holders within 3 (three) days of the occurrence of an Event of Default, in accordance with the mode of delivery of notice mentioned therein, convening a meeting within 30 (thirty) days of the occurrence of an Event of Default. PROVIDED THAT if the Event of Default is cured or rectified within the intervening period between the date of the aforementioned notice from the Debenture Trustee to the date the aforementioned meeting is convened, no such meeting of the Debenture Holders shall be required. The Debenture Trustee shall maintain the details of the providing and receipt of such notice in accordance with Chapter X (*Breach of Covenants, Default and Remedies*) of the SEBI Debenture Trustees Master Circular.

8.2.6.4. **Additional obligations of the Debenture Trustee**

(a) In respect of Chapter X (*Breach of Covenants, Default and Remedies*) of the SEBI Debenture Trustees Master Circular, the entering into, and the performance of any obligations under any inter-creditor agreement (pursuant to the Stressed Assets Directions) or any resolution plan shall be subject to the terms of Chapter X (*Breach of Covenants, Default and Remedies*) of the SEBI Debenture Trustees Master Circular (including without limitation, the resolution plan being finalised within the time period prescribed in Chapter X (*Breach of Covenants, Default and Remedies*) of the SEBI Debenture Trustees Master Circular, and exiting of the inter-creditor agreement on the occurrence of the matters prescribed under Chapter X (*Breach of Covenants, Default and Remedies*) of the SEBI Debenture Trustees Master Circular).

(b) In the event the Recovery Expense Fund is proposed to be utilised for the purposes of enforcement of the Security, the Debenture Trustee shall follow the procedure set out in Chapter IV (*Recovery Expenses Fund*) of the SEBI Debenture Trustees Master Circular.

8.2.7. **Listing and Monitoring Requirements**

8.2.7.1. ***Monitoring***

The Issuer will provide all such assistance to the Debenture Trustee as may be required by it, to carry out the necessary continuous and periodic due diligence and monitor the security cover in the manner as may be specified by SEBI from time to time. In this regard, in accordance with Chapter VI (*Periodical/ Continuous Monitoring by Debenture Trustee*) of the SEBI Debenture Trustees Master Circular, the Issuer 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 Chapter VI (*Periodical/ Continuous Monitoring by Debenture Trustee*) of the SEBI Debenture Trustees Master Circular:

(a) a security cover certificate on a quarterly basis, within (i) 75 (seventy five) days from each Quarterly Date (other than March 31 of the relevant calendar year), and (ii) 90 (ninety) days from March 31 of the relevant calendar year or such other timelines as may be prescribed under Applicable Law, in the format prescribed in the SEBI Debenture Trustees Master Circular;

(b) (to the extent applicable) a statement of the value of the pledged securities on a quarterly basis, within (i) 75 (seventy five) days from each Quarterly Date (other than March 31 of the relevant calendar year), and (ii) 90 (ninety) days from March 31 of the relevant calendar year or such other timelines as may be prescribed under Applicable Law;

(c) (to the extent applicable) a statement of the value of the debt service reserve account or any other form of security offered on a quarterly basis, within (i) 75 (seventy five) days from each Quarterly Date (other than March 31 of the relevant calendar year), and (ii) 90 (ninety) days from March 31 of the relevant calendar year or such other timelines as may be prescribed under Applicable Law;

(d) (to the extent applicable) a net worth certificate of the guarantor who has provided a personal guarantee in respect of the Debentures on a half yearly basis, within 75 (seventy five) days from the end of each financial half-year or such other timelines as may be prescribed under Applicable Law;

(e) (to the extent applicable) the financials/value of guarantor prepared on the basis of audited financial statement etc. of the guarantor who has provided a corporate guarantee in respect of the Debentures on an annual basis, within 75 (seventy five) days from the end of each Financial Year or such other timelines as may be prescribed under Applicable Law; and

(f) (to the extent applicable) the valuation report and title search report for the immovable/movable assets, as applicable, once in 3 (three) years, within 75 (seventy five) days from the end of the Financial Year or such other timelines as may be prescribed under Applicable Law.

8.2.7.2. ***Recovery Expense Fund***

(a) The Issuer hereby undertakes and confirms that it shall, within the time period prescribed under Chapter IV (*Recovery Expenses Fund*) of the SEBI Debenture Trustees Master Circular, establish, maintain and utilize the Recovery Expense Fund in such manner/mode as is prescribed under Chapter IV (*Recovery Expenses Fund*) of the SEBI Debenture Trustees Master Circular, to enable the Debenture Trustee to take prompt action in relation to the enforcement/legal proceedings under the transaction documents.

(b) The Issuer 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 Issuer 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 Issuer 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 may get reimbursed from the Recovery Expense Fund for all the related activities for enforcement/legal proceedings including but not limited to obtaining various consents from debenture holders, voting process, holding of meetings of debenture holders, filing court applications, legal fees, expenses for asset recovery services, appointment of legal consultants in respect of enforcement/ legal proceedings in the Event of Default.

(e) In case the utilization of the Recovery Expense Fund is for purposes explicitly specified under paragraph (d) above, prior approval from the Debenture Holders to use the Recovery Expense Fund shall not be required. The Debenture Trustee shall intimate Debenture Holders through e-mail and upload on its website regarding the reimbursement from Recovery Expense Fund. In case the utilization of the Recovery Expense Fund is for purposes other than explicitly mentioned in paragraph (d) above, the Debenture Trustee shall obtain prior consent of the holders of the debt securities and shall inform the above to the designated stock exchange.

(f) The Debenture Trustee shall inform the designated stock exchange to release the amount from the Recovery Expense Fund and submit an independent auditor's certificate regarding the expenses incurred to the stock exchange, which shall be verified by the stock exchange before release of the amount from the Recovery Expense Fund to the Debenture Trustee.

(g) The Debenture Trustee shall keep a proper account of all expenses incurred out of the funds received from Recovery Expense Fund. The Debenture Trustee shall on an annual basis update the Debenture Holders regarding the utilization of funds from the Recovery Expense Fund.

(h) 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 Chapter IV (*Recovery Expenses Fund*) of the SEBI Debenture Trustees Master Circular.

8.2.7.3. ***Requirements under the LODR Regulations***

The Issuer 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) Chapter V of the LODR Regulations (to the extent applicable), and Chapter VA of the LODR Regulations (to the extent applicable)).

8.2.7.4. ***Due Diligence***

(a) The Issuer acknowledges, understands, and confirms that:

(i) the Debenture Trustee shall carry out due diligence on continuous basis to ensure compliance by the Issuer, with the provisions of the Companies Act, the LODR Regulations, the Debt Listing Regulations, the SEBI Listed Debentures Circulars, 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 SEBI Listed Debentures Circulars, the Debenture Trustee, either through itself or its

agents, advisors, consultants, shall have the power to examine the books of account of the Issuer and to have the Issuer's 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 the Issuer and the trust property to the extent necessary for discharging its obligations. The Issuer shall provide full and unimpeded access to the records, registers and books of accounts 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 Issuer. In the event, any fees, costs expenses are borne by the Debenture Trustee, the above shall be reimbursed forthwith by the Issuer upon request.

(b) The Issuer 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 Issuer within 7 (seven) days of the relevant board meeting of the Issuer 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 and Recovery Expense Fund;

(iv) details with respect to the assets of the Issuer 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 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 conversion or redemption of the Debentures;

(vii) (to the extent applicable) details with respect to dispatch of the debenture certificates and interest warrants, credit of the debentures in the demat account of the Debenture Holders and payment of amounts upon redemption of Debentures to the Debenture Holders due to them within the stipulated time period in accordance with the Applicable Law;

(viii) (to the extent applicable) reports from the lead bank regarding the progress of the project relating to the proceeds of the Issue;

(ix) details regarding monitoring of utilisation of funds raised in the issue of the Debentures;

(x) (to the extent applicable) certificate from the statutory auditors of the Issuer (A) in respect of utilisation of funds during the implementation period of the project relating to the proceeds of the Issue, and (B) in the case of Debentures issued for financing working capital, at the end of each accounting year; and

(xi) such other documents or information as may be required by the Debenture Trustee in accordance with the Applicable Law.

(c) Without prejudice to any other provision of the transaction documents, the Issuer 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 half-yearly basis, regarding the security cover in accordance with the terms of the Debt Disclosure Documents and the other transaction documents including compliance with the covenants of the Debt Disclosure Documents and the other transaction documents in the manner as may be specified by SEBI from time to time;

(iii) submit the following reports/certification (to the extent applicable) to the Debenture Trustee within the timelines mentioned below:

REPORTS/CERTIFICATES	TIMELINES FOR SUBMISSION REQUIREMENTS TO THE DEBENTURE TRUSTEE	TIMELINE FOR SUBMISSION OF REPORTS/CERTIFICATIONS BY DEBENTURE TRUSTEE
Security cover certificate	Quarterly basis within 60 (sixty) days from end of each Quarterly Date except the last quarter (being March 31 of the relevant calendar year) when submission is to be made within 75 (seventy five) days.	Quarterly basis within (A) 75 (seventy five) days from each Quarterly Date (other than March 31 of the relevant calendar year), and (B) 90 (ninety) days from March 31 of the relevant calendar year or such other timelines as may be prescribed under Applicable Law.
(To the extent applicable) A statement of value of pledged securities	Quarterly basis within 60 (sixty) days from end of each Quarterly Date except the last quarter (being March 31 of the relevant calendar year) when submission is to be made within 75 (seventy five) days.	Quarterly basis within (A) 75 (seventy five) days from each Quarterly Date (other than March 31 of the relevant calendar year), and (B) 90 (ninety) days from March 31 of the relevant calendar year or such other timelines as may be prescribed under Applicable Law.
(To the extent applicable) A statement of value for Debt Service Reserve Account or any other form of security offered	Quarterly basis within 60 (sixty) days from end of each Quarterly Date except the last quarter (being March 31 of the relevant calendar year) when submission is to be made within 75 (seventy five) days.	Quarterly basis within (A) 75 (seventy five) days from each Quarterly Date (other than March 31 of the relevant calendar year), and (B) 90 (ninety) days from March 31 of the relevant calendar year or such other timelines as may be prescribed under Applicable Law.

REPORTS/CERTIFICATES	TIMELINES FOR SUBMISSION REQUIREMENTS TO THE DEBENTURE TRUSTEE	TIMELINE FOR SUBMISSION OF REPORTS/CERTIFICATIONS BY DEBENTURE TRUSTEE
(To the extent applicable) Net worth certificate of guarantor (secured by way of personal guarantee)	Half yearly basis within 60 (sixty) days from end of each financial half-year.	Half yearly basis within 75 (seventy five) days from the end of each financial half-year or such other timelines as may be 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)	Annual basis within 60 (sixty) days from end of each Financial Year.	Annual basis within 75 (seventy five) days from the end of each Financial Year or within such other timelines as may be prescribed under Applicable Law.
(To the extent applicable) Valuation report and title search report for the immovable/movable assets, as applicable	Once in 3 (three) years within 60 (sixty) days from the end of the Financial Year.	Once in 3 (three) years, within 75 (seventy five) days from the end of the Financial Year or such other timelines as may be prescribed under Applicable Law.

(iv) comply with all requirements applicable to it under the SEBI Debenture Trustees Master Circular, and provide all documents/information as may be required in accordance with the SEBI Debenture Trustees Master Circular.

8.2.7.5. ***Forensic Audit***

In case of initiation of forensic audit (by whatever name called) in respect of the Issuer, the Issuer shall provide following information and make requisite disclosures to the stock exchanges:

(a) the details of initiation of forensic audit along-with name of entity initiating the audit and reasons for such forensic audit, if available; and

(b) the final forensic audit report (other than for forensic audit initiated by regulatory / enforcement agencies) on receipt by the Issuer along with comments of the management of the Issuer, if any.

8.2.7.6. ***Others***

(a) The Issuer shall ensure due compliance and adherence to the SEBI Listed Debentures Circulars in letter and spirit.

(b) To the extent applicable and required in terms of Chapter X (*Breach of Covenants, Default and Remedies*) of the SEBI Debenture Trustees Master Circular, the Debenture Trustee shall execute an "inter creditor agreement" in the manner prescribed under Chapter X (*Breach of Covenants, Default and Remedies*) of the SEBI Debenture Trustees Master Circular.

(c) To the extent required/applicable, the Issuer 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 Issuer, and (ii) all covenants of the issue (including side letters, event of default provisions/clauses etc.).

(d) The Issuer shall promptly disclose and furnish to the Debenture Trustee, all documents/ information about or in relation to the Issuer 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.

(e) The Issuer and the Debenture Trustee hereby agree and covenant to comply with the requirements prescribed under Chapter III (*Security and Covenant Monitoring System*) of the SEBI Debenture Trustees Master Circular in respect of the Debentures and the transactions contemplated in the transaction documents.

SECTION 9: OTHER INFORMATION AND APPLICATION PROCESS

Please refer the application procedure set out in Section 9 of the General Information Document. Certain additional details are set out below.

9.1 Issue Procedure

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

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

The subscription to the Debentures shall be made by the Eligible Investors through the electronic book mechanism as prescribed by SEBI under the EBP Requirements by placing bids on the EBP Platform during the Issue period. The Issuer will make the bidding announcement on the EBP Platform at least 1 (one) Business Day before initiating the bidding process in accordance with the EBP Requirements. In case the Eligible Investors are not registered on the EBP Platform, they will have to register themselves as an "investor" on the EBP Platform (as a one-time exercise) and also complete the 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 herein below:

Details of size of issue including green shoe option, if any and a range within which green shoe may be retained (if applicable)	**Series A Debentures:** 50,000 (fifty thousand) Series A rated, listed, senior, secured, redeemable, taxable, non-convertible debentures denominated in INR, having a face value of INR 10,000 (Indian Rupees Ten Thousand) each and an aggregate nominal value of INR 50,00,00,000 (Indian Rupees Fifty Crore), including a green shoe option of 25,000 (twenty five thousand) Series A rated, listed, senior, secured, redeemable, taxable, non-convertible debentures denominated in INR, having a face value of INR 10,000 (Indian Rupees Ten Thousand) each and an aggregate nominal value of INR 25,00,00,000 (Indian Rupees Twenty Five Crore). **Series B Debentures:** 50,000 (fifty thousand) Series B rated, listed, senior, secured, redeemable, taxable, non-convertible debentures denominated in INR, having a face value of INR 10,000 (Indian Rupees Ten Thousand) each and an aggregate nominal value of INR 50,00,00,000 (Indian Rupees Fifty Crore), including a green shoe option of 25,000 (twenty five thousand) Series B rated, listed, senior, secured, redeemable, taxable, non-convertible debentures denominated in INR, having a face value of INR 10,000 (Indian Rupees Ten Thousand) each and an aggregate nominal value of INR 25,00,00,000 (Indian Rupees Twenty Five Crore). **Green Shoe Option**: **Series A Debentures:** 25,000 (twenty five thousand) Series A rated, listed, senior, secured, redeemable, taxable, non-convertible debentures denominated in INR, having a face value of INR 10,000 (Indian Rupees Ten Thousand) each and an aggregate nominal value of

	INR 25,00,00,000 (Indian Rupees Twenty Five Crore). **Series B Debentures:** 25,000 (twenty five thousand) Series B rated, listed, senior, secured, redeemable, taxable, non-convertible debentures denominated in INR, having a face value of INR 10,000 (Indian Rupees Ten Thousand) each and an aggregate nominal value of INR 25,00,00,000 (Indian Rupees Twenty Five Crore).
Interest Rate Parameter	Fixed coupon **Series A Debentures:** 9.60% (nine decimal six zero percent) per annum (fixed) payable monthly **Series B Debentures:** 9.80% (nine decimal eight zero percent) per annum (fixed) payable monthly
Bid opening and closing date	Bid opening date: September 17, 2026 Bid closing date: September 17, 2026
Minimum Bid Lot	Minimum application shall not be less than INR 1,00,00,000 (Indian Rupees One Crore) (being 1,000 (one thousand) Debentures of face value of INR 10,000 (Indian Rupees Ten Thousand) each and in multiples of 1 (one) Debenture thereafter.
Manner of bidding in the Issue	Open
Manner of allotment in the Issue	Multiple 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	T+1 Business Day, where "T" refers to the date of bidding. Settlement of the Issue will be on September 18, 2026
Bid Start Time and End Time	Series A: 10.00 am to 11.00 am Series B: 11.00 am to 12.00 noon
Pay-in date	September 18, 2026 (i.e., T+1 Business Day, where "T" refers to the date of bidding)
Anchor Portion Details (if any)	Not Applicable

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 in the section named "INSTRUCTIONS" of the Application Form, on or before 10:30 hours on the pay-in date.

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

Depositories by 12:00 hours and also intimate the EBP of the aforesaid actions. Upon the Depositories confirming the allotment of the Debentures and the credit of the Debentures into the demat account of the Successful Bidders to EBP, the subscription monies in respect of the Debentures from the aforesaid account of ICCL shall be released into the Issuer's bank account, the details of which are as set out below:

Name of the beneficiary	VIVRITI CAPITAL LIMITED
Name of the Bank	THE FEDERAL BANK LTD
Branch Address	CHENNAI MOUNT ROAD, ANNASALAI
IFSC Code	FDRL0001100
Account Number	11000200100094

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.

9.2 **Eligible Investors should refer to the Operational Guidelines.**

The details of the Issue shall be entered on the EBP Platform by the Issuer in accordance with the EBP Requirements and the operational guidelines of the relevant EBP. The Issue will be open for bidding for the duration of the bidding window that would be communicated through the Issuer's bidding announcement on the EBP Platform.

9.3 **Application Procedure**

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

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

9.4 **Fictitious Applications**

All fictitious applications will be rejected. Each Eligible Investor shall provide a confirmation to the EBP that it is not using any software, algorithm, "Bots" or other automation tools, which would give unfair access for placing bids on the EBP Platform.

9.5 **Basis of Allotment**

Notwithstanding anything stated elsewhere, the Issuer reserves the right to accept or reject any application, in part or in full, without assigning any reason. The allotment and settlement amount for the bidders shall be determined in accordance with the EBP Requirements and the operational guidelines issued by the relevant EBP. The bids for the purposes allotment and settlement shall be arranged on a "price time priority" basis in accordance with the EBP Requirements. If two or more bids made by Eligible Investors have the same coupon/ price/spread and time, then allotment shall be done on a "pro rata" basis. The investors will be required to remit the funds in the account of the ICCL as well as submit the duly completed Application Form along with other necessary documents to the Issuer by the Deemed Date of Allotment.

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

Details of Investors to whom allotment has been made

Name	QIB/ Non-QIB	Category i.e. Scheduled Commercial Banks, MF, Insurance Company, Pension Fund, Provident Fund, FPI, PFI, Corporate, Others	Amount invested (in Rs. Crore)

9.6 **Payment Instructions**

The Application Form should be submitted directly. The entire amount in respect of the Debentures is payable along with the making of an application. Applicants can remit the application amount on the Pay-in Date in the account of ICCL mentioned under Section 9.9 above.

9.7 **Eligible Investors**

As prescribed in the EBP Requirements, "Qualified Institutional Buyers" or "QIBs" (as defined in the EBP Requirements) and non-QIBs authorized by an issuer to participate on an issuer on the EBP Platform are eligible participants (i.e., bidders) on an EBP Platform to participate in a particular issue on the EBP Platform. In furtherance of the above, to the extent applicable, the following categories of Investors ("**Eligible Investors**"), when specifically approached, and identified upfront by the Issuer, shall be eligible to apply for this private placement of Debentures subject to fulfilling their respective investment norms/rules and compliance with laws applicable to them and by completing the participation/nodding requirements prescribed for the EBP Platform and/or by submitting all the relevant documents along with the Application Form:

(a) QIBs
(b) Banks;
(c) Financial Institutions;
(d) Mutual Funds
(e) Insurance Companies
(f) FIIs and FPIs
(g) Companies and bodies corporate including public sector undertakings
(h) Provident, pension, gratuity or superannuation funds
(i) Individuals
(j) Hindu Undivided Families
(k) Partnerships/LLPs; and
(l) any other investor eligible to invest in the Debentures.

By participating/bidding in the EBP Platform, each Eligible Investor represents and confirms that it has completed all enrollment and "know-your-customer" verification and other requirements prescribed under the EBP Requirements in the manner prescribed in the EBP Requirements. Where an Eligible Investor (as defined below) is participating/bidding on the EBP Platform through an arranger or a custodian, such Eligible Investor must follow and must ensure that the arranger or a custodian representing it, follows, the procedure and the bidding threshold requirements prescribed under the EBP Requirements.

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

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

All Eligible Investors are required to check and comply with Applicable Law(s) including the relevant rules / regulations / guidelines applicable to them for investing in this Issue of Debentures. The Issuer, is not in any way, directly or indirectly, responsible for any statutory or regulatory breaches by any investor, nor is the Issuer required to check or confirm the above.

Hosting of this Debt Disclosure Documents on the website of the BSE/EBP should not be construed as an offer or an invitation to offer to subscribe to the Debentures and the Debt Disclosure Documents has been hosted only as this is stipulated under the SEBI Debt Listing Regulations read with the EBP Requirements. Eligible Investors should check their eligibility before making any investment.
All Eligible Investors are required to comply with the relevant regulations/guidelines applicable to them for investing in this issue of Debentures.

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

9.8 Post-Allocation Disclosures by the EBP

Upon final allocation by the Issuer, the Issuer shall disclose the relevant details (such as Issue Size, coupon rate, ISIN, number of successful bidders, category of the successful bidder(s), etc.), in accordance with the EBP Requirements and the operational guidelines of the relevant EBP. The EBP shall upload such data, as provided by the Issuer, on its website to make it available to the public.

9.9 Tax Deduction at Source

a. Interest on Debentures issued pursuant to this Issue is subject to deduction of income tax under the provisions of the IT Act. Any Debentures Holder(s) desirous of claiming non-deduction or lower deduction of tax at source under Applicable Law(s), as the case may be, shall be required to submit the declaration/certificates as per format prescribed under Applicable Law with the Issuer and the Registrar at the below mentioned address 7 (seven) calendar days prior to the relevant Record Date for payment of interest on the Debentures:

PARTICULARS	CONTACT DETAILS OF THE ISSUER	CONTACT DETAILS OF THE REGISTRAR
Name	**Vivriti Capital Limited**	**Integrated Registry Management Services Private Limited**
Correspondence Address	Prestige Zackria Metropolitan, No. 200/1-8, 8th Floor, Block-1, Anna Salai, Chennai – 600002, Tamil Nadu	2nd Floor, Kences Towers No.1 Ramakrishna Street, North Usman Road T Nagar, Chennai - 600 017
Designation	Chief Financial Officer	General Manager
E-mail ID	Taxation@vivriticapital.com	yuvraj@integratedindia.in
Tel. No.	044-40074811	044-28140801
Link for online submission	https://www.vivriticapital.com/tax-declaration.html#	https://www.integratedindia.in/cqm/customer-complaint.html

b. In case of non-receipt of such prescribed declaration/certificate from the Debenture Holders claiming non-deduction or lower deduction of tax at source under Applicable Laws, 7 (seven) calendar days prior to the relevant Record Date, the Issuer shall make the Tax Deduction in accordance with the prescribed rates prior to credit of interest on Debentures.

c. Income tax is deductible at source at the rate of 10% (ten percent) on interest on Debentures held by resident Indians in accordance with Section 393 of the IT Act. In cases where interest to be paid to a Debenture Holder that is an individual or Hindu Undivided Family ("HUF") is less than INR 5,000 (Indian Rupees Five Thousand) and the interest is to be paid by way of account payee cheque, then the relevant Debenture Holder may seek non deduction of tax at source on the interest on Debentures by submitting the prescribed declaration/certificates with the Issuer and the Registrar at the address set out in paragraph (a) above 7 (seven) calendar days prior to the relevant Record Date.

d. If a Debenture Holder who is a resident individual or resident HUF is claiming non-deduction or lower deduction of tax at source under Section 393 of the IT Act, as the case may be, such Debenture Holder should furnish either (a) a declaration (in duplicate) in the prescribed form, i.e., Form 121 which can be given by all Debenture Holders (other than companies and firms), or (b) a certificate, from the assessing officer which can be obtained by all Debenture Holders (including companies and firms) by making an application in the prescribed form, i.e., Form No. 128.

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

(i) when the assessing officer issues a certificate on an application by a Debenture Holder on satisfaction that the total income of the Debenture Holder justifies no/lower deduction of tax at source as per the provisions of Section 400 of the IT Act, and that a valid certificate is filed by the Debentures Holder with the Issuer before the Record Date for payment of interest;

(ii) when the resident Debenture Holder with Permanent Account Number ("PAN") (not being a company or a firm) submits a declaration as per the provisions of Section 402 of the IT Act in in such manner as may be prescribed to the effect that the tax on his estimated total income of the Financial Year in which such income is to be included in computing his total income will be NIL. However, under Section 393(6)(a) of the IT Act, the prescribed forms cannot be submitted nor considered for exemption from tax deduction at source if the dividend income referred to in Section 393, interest on securities, interest, withdrawal from National Savings Scheme (NSS) and income from units of mutual fund or of Unit Trust of India (as the case may be) or the aggregate of the amounts of such incomes credited or paid or likely to be credited or paid during the Financial Year in which such income is to be included exceeds the maximum amount which is not chargeable to income tax;

(iii) senior citizens, who are 60 (sixty) or more years of age at any time during the Financial Year, enjoy the special privilege to submit a self-declaration in the prescribed form for non-deduction of tax at source in accordance with the provisions of Section 393(6) of the IT Act even if the aggregate income credited or paid or likely to be credited or paid exceeds the maximum amount not chargeable to tax, provided that the tax due on the estimated total income of the year concerned will be NIL;

(iv) all mutual funds registered with SEBI are exempt from tax on all their income, including income from investment in Debentures under the provisions of Section 11 read with Schedule VII of the IT Act in accordance with the provisions contained therein. Further, as per the provisions of Section 393 of the IT Act, no deduction of tax shall be made by any person from any sums payable to mutual funds specified under Section 11 read with Schedule VII of the IT Act, where such sum is payable to it by way of interest or dividend in respect of any securities or shares owned by it or in which it has full beneficial interest, or any other income accruing or arising to it;

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

(vi) interest payable to entities falling under the list of entities exempted from tax deduction at source by

the circular no. 18/2017 by Central Board of Direct Taxes (whose income is unconditionally exempt under Section 11 of the IT Act and who are also statutorily not required to tile return of income as per Section 263 of the IT Act);

(vii) any other specific exemption available to any other category of investors under the IT Act; and

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

SECTION 10: DECLARATION

A. The Issuer has complied with the provisions of the Companies Act, 2013 and the rules made hereunder.

B. The compliance with the Companies Act, 2013 and the rules made thereunder do 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 Key Information Document.

D. The Issuer has complied with, and nothing in the Key Information Document is contrary to, the provisions of Companies Act, 2013, the Securities Contracts (Regulation) Act, 1956 and the Securities and Exchange Board of India Act, 1992, and the rules and regulations made thereunder.

I am authorized by the board of directors of the Issuer *vide* resolution number 9 dated December 22, 2025 read with resolution dated September 11, 2026 of the borrowing committee of the board of directors of the Issuer and any further resolutions of the borrowing committee (if any), to sign this Key Information Document and declare that all the requirements of Companies Act, 2013 and the rules made thereunder in respect of the subject matter of this form 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 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 Key Information Document.

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

For **VIVRITI CAPITAL LIMITED**



_____
Name: Vineet Sukumar
Designation: Managing Director
Date: September 15, 2026
Place: Chennai, India



_____
Name: Srinivasaraghavan B
Designation: Chief Financial Officer
Date: September 15, 2026
Place: Chennai, India

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

Attached separately.

ANNEXURE II: CONSENT LETTER FROM THE MERCHANT BANKER, DEBENTURE TRUSTEE AND REGISTRAR AND COPY OF THE DEBENTURE TRUSTEE AGREEMENT

Merchant Banker:

Attached Separately.

Registrar:

Attached separately.

Debenture Trustee:

Attached separately.

Debenture Trustee Agreement:

Attached separately.

ANNEXURE III: APPLICATION FORM

VIVRITI CAPITAL LIMITED

(formerly known as Hari and Company Investments Madras Limited, and Hari and Company Investments Madras Private Limited)

A public limited company incorporated under the Companies Act, 1956

Date of Incorporation: March 17, 1989

Registered Office: Prestige Zackria Metropolitan No. 200/1-8, 8th Floor, Block -1, Annasalai, Chennai – 600 002

Telephone No.: (+91 44) 4007 4800

Website: https://www.vivriticapital.com/

DEBENTURE APPLICATION FORM SERIAL NO.									

ISSUE OF:

(A) 50,000 (FIFTY THOUSAND) SERIES A RATED, LISTED, SENIOR, SECURED, REDEEMABLE, TAXABLE, NON-CONVERTIBLE DEBENTURES DENOMINATED IN INDIAN RUPEES ("INR"), HAVING A FACE VALUE OF INR 10,000 (INDIAN RUPEES TEN THOUSAND) EACH AND HAVING AN AGGREGATE NOMINAL VALUE OF INR 50,00,00,000 (INDIAN RUPEES FIFTY CRORE) INCLUDING A GREEN SHOE OPTION OF 25,000 (TWENTY FIVE THOUSAND) SERIES A RATED, LISTED, SENIOR, SECURED, REDEEMABLE, TAXABLE, NON-CONVERTIBLE DEBENTURES DENOMINATED IN INR, HAVING A FACE VALUE OF INR 10,000 (INDIAN RUPEES TEN THOUSAND) EACH AND AN AGGREGATE NOMINAL VALUE OF INR 25,00,00,000 (INDIAN RUPEES TWENTY FIVE CRORE) ("SERIES A DEBENTURES"); AND

(B) 50,000 (FIFTY THOUSAND) SERIES B RATED, LISTED, SENIOR, SECURED, REDEEMABLE, TAXABLE, NON-CONVERTIBLE DEBENTURES DENOMINATED IN INR, HAVING A FACE VALUE OF INR 10,000 (INDIAN RUPEES TEN THOUSAND) EACH AND HAVING AN AGGREGATE NOMINAL VALUE OF INR 50,00,00,000 (INDIAN RUPEES FIFTY CRORE) INCLUDING A GREEN SHOE OPTION OF 25,000 (TWENTY FIVE THOUSAND) SERIES B RATED, LISTED, SENIOR, SECURED, REDEEMABLE, TAXABLE, NON-CONVERTIBLE DEBENTURES DENOMINATED IN INR, HAVING A FACE VALUE OF INR 10,000 (INDIAN RUPEES TEN THOUSAND) EACH AND AN AGGREGATE NOMINAL VALUE OF INR 25,00,00,000 (INDIAN RUPEES TWENTY FIVE CRORE) ("SERIES B DEBENTURES") (SERIES A DEBENTURES AND SERIES B DEBENTURES ARE COLLECTIVELY REFERRED TO AS "DEBENTURES" OR "NCDS"),

EACH ON A PRIVATE PLACEMENT BASIS ("ISSUE")

DEBENTURES SERIES APPLIED FOR:

Number of Debentures: _____In words: _____only
Amount INR _____/- In words
Rupees:_____only

DETAILS OF PAYMENT:

Cheque / Demand Draft / RTGS
No. _____ Drawn on_____

Funds transferred to the account specified in "Instructions" below on _____

Total Amount Enclosed
(In Figures) INR _____/- (In words) _____Only

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

APPLICANT'S ADDRESS

ADDRESS					
STREET					
CITY					
PIN		**PHONE**		**FAX**	

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

WE ARE ( ) COMPANY ( ) OTHERS (Please specify) _____

We have read and understood the terms and conditions of the issue of Debentures including the risk factors described in the general information document dated June 19, 2026, the enclosed key information document and the private placement offer cum application letter of the same date, each issued by the Issuer (collectively, the "**Debt Disclosure Documents**") and have considered these in making our decision to apply. We bind ourselves to the terms and conditions of the Debt Disclosure Documents and wish to apply for allotment of the Debentures. We request you to please place our name(s) on the register of holders.

Name of the Authorised Signatory(ies)	Designation	Signature

_____
Applicant's Signature

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

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

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

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

(Note: Cheque and Drafts are subject to realisation)

We understand and confirm that the information provided in the Debt Disclosure Documents is provided by the Issuer. We confirm that we have for the purpose of investing in these Debentures carried out our own due diligence and made our own decisions with respect to investment in these Debentures and have not relied on any representations made by anyone other than the Issuer, if any.

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

_____
Applicant's Signature

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

(Note : Cheque and Drafts are subject to realisation)

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

ACKNOWLEDGMENT SLIP

(To be filled in by Applicant) **SERIAL NO.**									

Received from _____

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

INSTRUCTIONS

1. Application form must be completed in full, IN ENGLISH.

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

3. Application form, duly completed in all respects, must be submitted with the respective Collecting Bankers. The payment is required to be made to the following account(s) of ICCL by way of an electronic transfer, in accordance with the terms of the EBP Requirements:

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

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

The Issuer 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 Issuer is unable to allot securities.

4. Outstation Cheques, Cash, Money Orders, Postal Orders and Stock Invest shall not be accepted.

5. Receipt of applicants will be acknowledged by the Issuer in the "Acknowledgement Slip" appearing below the application form. No separate receipt will be issued.

6. All applicants should mention their Permanent Account No. or their GIR No. allotted under Income Tax Act, 2025 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.

7. The application would be accepted as per the terms of the Debentures outlined in the transaction documents for the private placement.

ANNEXURE IV: ILLUSTRATION OF BOND CASH FLOWS

Illustration of Bond Cash Flows		
Name of the Issuer	Vivriti Capital Limited	
Face Value (per security)	INR 10,000 (Indian Rupees Ten Thousand)	
Issue Date / Date of Allotment	Issue Opening Date: September 17, 2026 Issue Closing Date: September 17, 2026 Deemed Date of Allotment: September 18, 2026	
Day count convention	Actual/Actual	
	Series A Debentures	**Series B Debentures**
Date of Redemption	December 17, 2027	August 18, 2028
Tenure	14 (fourteen) months and 29 (twenty nine) days from the Deemed Date of Allotment	23 (twenty-three) months from the Deemed Date of Allotment
Coupon Rate	9.60% (nine decimal six zero percent) per annum payable monthly	9.80% (nine decimal eight zero percent) per annum payable monthly
Frequency of the Coupon Payment with specified dates	Monthly. Please refer below.	

PART A
SERIES A DEBENTURES

1. INTEREST PAYMENT SCHEDULE

CASH FLOWS	DATE FOR COUPON/ REDEMPTION BECOMING DUE	INTEREST AMOUNT PER DEBENTURE (in INR)
1st Coupon Payment	Sunday, 18 October, 2026	78.90
2nd Coupon Payment	Wednesday, 18 November, 2026	81.53
3rd Coupon Payment	Friday, 18 December, 2026	78.90
4th Coupon Payment	Monday, 18 January, 2027	81.53
5th Coupon Payment	Thursday, 18 February, 2027	81.53
6th Coupon Payment	Thursday, 18 March, 2027	73.64
7th Coupon Payment	Sunday, 18 April, 2027	81.53
8th Coupon Payment	Tuesday, 18 May, 2027	78.90
9th Coupon Payment	Friday, 18 June, 2027	81.53
10th Coupon Payment	Sunday, 18 July, 2027	78.90
11th Coupon Payment	Wednesday, 18 August, 2027	81.53
12th Coupon Payment	Saturday, 18 September, 2027	81.53
13th Coupon Payment	Monday, 18 October, 2027	78.90
14th Coupon Payment	Thursday, 18 November, 2027	81.53
15th Coupon Payment	Friday, 17 December, 2027	76.27

2. REDEMPTION SCHEDULE

CASH FLOWS	DATE FOR COUPON/ REDEMPTION BECOMING DUE	PRINCIPAL AMOUNT PER DEBENTURE (in INR)
Principal Amount	Friday, 17 December, 2027	10,000.00

PART B
SERIES B DEBENTURES

1. INTEREST PAYMENT SCHEDULE

CASH FLOWS	DATE FOR COUPON/ REDEMPTION BECOMING DUE	INTEREST AMOUNT PER DEBENTURE (in INR)
1st Coupon Payment	Sunday, 18 October, 2026	80.55
2nd Coupon Payment	Wednesday, 18 November, 2026	83.23
3rd Coupon Payment	Friday, 18 December, 2026	80.55
4th Coupon Payment	Monday, 18 January, 2027	83.23
5th Coupon Payment	Thursday, 18 February, 2027	83.23
6th Coupon Payment	Thursday, 18 March, 2027	75.18
7th Coupon Payment	Sunday, 18 April, 2027	83.23
8th Coupon Payment	Tuesday, 18 May, 2027	80.55
9th Coupon Payment	Friday, 18 June, 2027	83.23
10th Coupon Payment	Sunday, 18 July, 2027	80.55
11th Coupon Payment	Wednesday, 18 August, 2027	83.23
12th Coupon Payment	Saturday, 18 September, 2027	83.23
13th Coupon Payment	Monday, 18 October, 2027	80.55
14th Coupon Payment	Thursday, 18 November, 2027	83.23
15th Coupon Payment	Friday, 17 December, 2027	77.86
16th Coupon Payment	Tuesday, 18 January, 2028	85.68
17th Coupon Payment	Friday, 18 February, 2028	83.01
18th Coupon Payment	Saturday, 18 March, 2028	77.65
19th Coupon Payment	Tuesday, 18 April, 2028	83.01
20th Coupon Payment	Thursday, 18 May, 2028	80.33
21st Coupon Payment	Sunday, 18 June, 2028	83.01
22nd Coupon Payment	Tuesday, 18 July, 2028	80.33
23rd Coupon Payment	Friday, 18 August, 2028	83.01

2. REDEMPTION SCHEDULE

CASH FLOWS	DATE FOR COUPON/ REDEMPTION BECOMING DUE	PRINCIPAL AMOUNT PER DEBENTURE (in INR)
Principal Amount	Friday, 18 August, 2028	10,000.00

ANNEXURE V: DUE DILIGENCE CERTIFICATES

1. **Due diligence certificate by Merchant Banker:**

   Attached separately.

2. **Due diligence certificate as per the format specified in the SEBI Debenture Trustees Master Circular:**

   Attached separately.

3. **Due diligence certificate as per the format specified in the SEBI Debt Listing Regulations:**

   Attached separately.

ANNEXURE VI: DISCLOSURES PURSUANT TO THE SEBI DEBENTURE TRUSTEES MASTER CIRCULAR

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

Movable assets comprising the receivables arising, *inter alia*, out of identified book debts/loans of the Issuer.

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

No title deeds are applicable or available for movable assets of the Issuer set out above over which security is proposed to be created by the Issuer. The details of the underlying loan agreements will be set out in the transaction documents.

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

The charge created over the movable assets set out in (a) above will be reported to the relevant registrar of companies and the Central Registry of Securitisation Asset Reconstruction and Security Interest of India (CERSAI) within the timelines prescribed under Applicable Law. As the charge is being created over movable assets, no filings are required to be made with the any sub-registrar.

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

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

(e) **For encumbered assets, on which charge is proposed to be created, the following consents along-with their validity as on date of their submission:**

(i) **Details of existing charge over the assets along with details of charge holders, value/ amount, copy of evidence of registration with Sub-registrar, Registrar of Companies, CERSAI, Information Utility (IU) registered with Insolvency and Bankruptcy Board of India (IBBI) etc. as applicable:** Not Applicable.

(ii) **Consent/ No-objection certificate (NOC) from existing charge holders for further creation of charge on the assets or relevant transaction documents wherein existing charge holders have given conditional consent/ permission to the Issuer to create further charge on the assets, along-with terms of such conditional consent/ permission, if any:** Not Applicable.

(iii) **Consent/ NOC from existing unsecured lenders, in case, negative lien is created by Issuer in favour of unsecured lenders:** Not Applicable.

(f) **In case of personal guarantee or any other document/ letter with similar intent is offered as security or a part of security:**

(i) **Details of guarantor viz. relationship with the Issuer:** Not Applicable.

(ii) **Net worth statement (not older than 6 months from the date of debenture trustee agreement) certified by a chartered accountant of the guarantor:** Not Applicable.

(iii) **List of assets of the guarantor including undertakings/ consent/ NOC as per para 2.1(b) and 2.1(c) of Chapter II of the SEBI Debenture Trustees Master Circular**: Not Applicable.

(iv) **Conditions of invocation of guarantee including details of put options or any other terms and conditions which may impact the security created:** Not Applicable.

(v) **List of previously entered agreements for providing guarantee to any other person along with an undertaking that there are no agreements other than those provided in the list, if any:** Not Applicable.

(g) **In case of corporate guarantee or any other document/ letter with similar intent is offered as security or a part of security:**

(i) **Details of guarantor viz. holding/ subsidiary/ associate company etc**: Not Applicable.

(ii) **Audited financial statements (not older than 6 months from the date of debenture trustee agreement) of guarantor including details of all contingent liabilities**: Not Applicable.

(iii) **List of assets of the guarantor along-with undertakings/consent/NOC as per para 2.1(b) and 2.1(c) of Chapter II of the SEBI Debenture Trustees Master Circular**: Not Applicable.

(iv) **Conditions of invocation of guarantee including details of put options or any other terms and conditions which may impact the security created:** Not Applicable.

(v) **Impact on the security in case of restructuring activity of the guarantor:** Not Applicable.

(vi) **Undertaking by the guarantor that the guarantee shall be disclosed as "contingent liability" in the "notes to accounts" of financial statement of the guarantor:** Not Applicable.

(vii) **Copy of Board resolution of the guarantor for the guarantee provided in respect of the debt securities of the Issuer:** Not Applicable.

(viii) **List of previously entered agreements for providing guarantee to any other person along with an undertaking that there are no agreements other than those provided in the list, if any**: Not Applicable.

(h) **In case of any other contractual comforts/ credit enhancements provided for or on behalf of the issuer, it shall be required to be legal, valid and enforceable at all times, as affirmed by the issuer. In all other respects, it shall be dealt with as specified above with respect to guarantees**: Not Applicable.

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

(j) **Details of any other form of security being offered viz. Debt Service Reserve Account etc.**: Please refer section named "*Description regarding Security (where applicable) including type of security (movable/immovable/tangible etc.), type of charge (pledge/ hypothecation/ mortgage etc.), date of creation of security/ likely date of creation of security, minimum security cover, revaluation, replacement of security, interest to the debenture holder over and above the coupon rate as specified in the Trust Deed and disclosed in the Key Information Document*" in Section 8.1 (*Summary Terms*).

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

(l) **Declaration**: The Issuer declares that 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.

(m) **Terms and conditions of debenture trustee agreement including fees charged by debenture trustees(s)**: The acceptance fee of the Debenture Trustee is 0.0051% (zero decimal zero zero five one percent) of the subscribed amount and the annual service fee of the Debenture Trustee is 0.0077% (zero decimal zero zero seven seven percent) of the subscribed amount in accordance with the engagement/fee letter dated September 10, 2026, of the Debenture Trustee for terms and conditions of the appointment of the Debenture Trustee and fee of the Debenture Trustee.

(n) **Details of security to be created**: Please refer section named "*Description regarding Security (where applicable) including type of security (movable/immovable/tangible etc.), type of charge (pledge/ hypothecation/ mortgage etc.), date of creation of security/ likely date of creation of security, minimum security cover, revaluation, replacement of security, interest to the debenture holder over and above the coupon rate as specified in the Trust Deed and disclosed in the Key Information Document*" in Section 8.1 (*Summary Terms*). All disclosures made in the Disclosure Document with respect to creation of security are in conformity with the clauses of debenture trustee agreement.

(a) **Process of due diligence carried out by the debenture trustee under the SEBI Debenture Trustees Master Circular**: The Debenture Trustee has carried out due diligence in accordance with the manner prescribed in the SEBI Debenture Trustees Master Circular. The due diligence broadly includes the following:

(i) A chartered accountant appointed by the Debenture Trustee will be conducting an independent due diligence as per scope provided by the Debenture Trustee and the information provided by the Issuer in respect of the security being provided by the Issuer in respect of the Debentures.

(ii) The chartered accountant will verify and ensure that the assets provided by the Issuer for creation of security are free from any encumbrances or necessary permission or consent has been obtained from existing charge holders.

(iii) Periodical due diligence will be carried out by the Debenture Trustee in accordance with the Debenture Trustees Regulations and the relevant circulars issued by SEBI from time to time (including the SEBI Debenture Trustees Master Circular) as per the nature of security provided by the Issuer in respect of the Debentures.

(iv) The Debenture Trustee will issue such necessary certificate(s) in relation to the due diligence carried out by it and such certificate(s) will be available on Stock Exchanges from time to time for information of the Debenture Holders.

Even though the Debentures are to be secured to the extent of at least 100% of the principal and interest amount or as per the terms of this Key Information Document, in favor of the Debenture Trustee, the recovery of 100% of the amount shall depend on the market scenario prevalent at the time of enforcement of the security.

(v) Due diligence will be carried out for maintenance of the prescribed security cover depending on information provided by the Issuer and the chartered accountant appointed by the Debenture Trustee or the Debenture Trustee will not be responsible for misinformation provided by Issuer.

(o) **Due diligence certificates as per the format specified in the Debenture Trustees Master Circular and the Debt Listing Regulations**: Enclosed as Annexure V. The due diligence certificates will be submitted to BSE along with the Key Information Document.

ANNEXURE VII: BOARD RESOLUTION AND BORROWING COMMITTEE RESOLUTION

Board Resolution:

Please refer to Annexure VI of the General Information Document for the board resolution of the Issuer.

Borrowing Committee Resolution:

Attached separately.

ANNEXURE VIII: SHAREHOLDERS' RESOLUTIONS

Please refer to Annexure VI of the General Information Document for the shareholders' resolution of the Issuer.

ANNEXURE IX: FORM NO. PAS-4 - PRIVATE PLACEMENT OFFER CUM APPLICATION LETTER

Attached separately.

ANNEXURE X: IN-PRINCIPLE APPROVAL FROM BSE

Attached separately.

ANNEXURE XI: AUDITED FINANCIAL STATEMENTS AND LIMITED REVIEW FINANCIAL RESULTS

The audited financial statements of the Issuer for the Financial Year ended March 31, 2026, along with the limited review financial results for the financial quarter ended June 30, 2026, are enclosed separately.