

No.: 04/2026-27

Date: September 23, 2026

Addressed to: _____

**KEY INFORMATION DOCUMENT
(FOR PRIVATE PLACEMENT)**

by



CREDITACCESS GRAMEEN LIMITED

A public limited company incorporated under the Companies Act, 1956

Corporate Identification Number (CIN): L51216KA1991PLC053425 Permanent Account Number (PAN): AAEC57201G Date of Incorporation: June 12, 1991 Place of Incorporation: Bengaluru, India Registration/identification number issued by the relevant regulator: RBI registration no. - 02.00252	Registered Office: No. 49, 46th Cross, 8th Block, Jayanagar, (Next to Rajalakshmi Kalyana Mantap) Bengaluru 560070, Karnataka, India Corporate Office: No. 49, 46th Cross, 8th Block, Jayanagar, (Next to Rajalakshmi Kalyana Mantap) Bengaluru 560070, Karnataka, India Telephone No.: +9180 22637300 Email: csinvestors@cagrameen.in Website: https://www.creditaccessgrameen.in/
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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 of up to 27,500 (twenty seven thousand and five hundred) senior, secured, rated, listed, redeemable, transferable, taxable, non-convertible debentures denominated in Indian Rupees ("INR"), having a face value of INR 1,00,000 (Indian Rupees One Lakh) each and an aggregate nominal value of INR 275,00,00,000 (Indian Rupees Two Hundred and Seventy Five Crore) including a green shoe option of up to 9,000 (nine thousand) senior, secured, rated, listed, redeemable, transferable, taxable, non-convertible debentures denominated in Indian Rupees, having a face value of INR 1,00,000 (Indian Rupees One Lakh) each and an aggregate nominal value of INR 90,00,00,000 (Indian Rupees Ninety Crore) ("Debentures") on a private placement basis.

Certain details of the Debentures are as follows:

- Rating:** The Debentures are rated as "ICRA AA-" by ICRA Limited pursuant to the letter dated May 27, 2026 and the rating rationale dated June 3, 2026. Please refer to Annexure I below for the rating letter, press release and rating rationale. No other credit ratings have been obtained for the purposes of this Issue.
- Listing:** The Debentures are proposed to be listed on the Wholesale Debt Market (WDM) of the BSE Limited within the time period prescribed under the SEBI Listing Timelines Requirements (as defined below).
- Eligible Investors:** Please refer Section 8.7 (*Eligible Investors*) below.
- Coupon related details:** The coupon rate is 9.15% (nine decimal one five percent) per annum (fixed) payable quarterly. Please refer Section 7.1 below for details about coupon/dividend rate, coupon/dividend payment frequency, redemption date, redemption amount.
- Underwriting:** Not Applicable.
- Details of Electronic Book Mechanism:** Please refer Section 8 (*Other Information and Application Process*) below.

ISSUE SCHEDULE

Issue Opening Date	Issue Closing Date	Date of earliest closing of the issue, if any	Deemed Date of Allotment
September 30, 2026	September 30, 2026	N.A.	October 1, 2026

KEY OFFICERS OF THE ISSUER

Compliance Officer Ms Deepti Ramani Tel: +91 80 22637300 Email: cs@cagrameen.in	Company Secretary Ms Deepti Ramani Tel: +91 80 22637300 Email: cs@cagrameen.in	Chief Financial Officer Mr. Nilesh Dalvi Tel: +91 80 22637300 Email: csinvestors@cagrameen.in	Promoters CreditAccess India B V Tel: +31 20 808 0654 Email: info@creditaccess.com
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DETAILS OF STAKEHOLDERS

Debenture Trustee  Catalyst Trusteeship Limited Address: Unit No. 901, 9 th Floor, Tower-B, Peninsula Business Park, Senapati Bapat Marg, Lower Parel (W), Mumbai - 400013, Maharashtra, India Tel: 022-49220555 Contact Person: Mr. Umesh Salvi Email: ComplianceCTL-Mumbai@ctltrustee.com Website: www.catalysttrustee.com	Registrar and Transfer Agent  KFin Technologies Limited Address: Selenium Tower B, Plot Nos. 31 & 32 Financial District, Nanakramguda, Serilingampally Mandal, Hyderabad - 500032, India Tel: 040 67161586 Fax: N.A. Contact Person: Mr. Sainath Koyalkar Email: sainath.koyalkar@kfintech.com Website: www.kfintech.com	Credit Rating Agency  ICRA Limited Address: Building No. 8, 2nd Floor, Tower A, DLF Cyber City, Phase II, Gurugram, Haryana 122002, India. Tel: 0124-4545300 Contact Person: Mr. A M Karthik Email: a.karthik@icraindia.com Website: https://www.icra.in/	Statutory Auditors Walker Chandiok & Co LLP Address: 16th Floor, Tower III One International Center S B Marg, Prabhadevi (W) Mumbai -400 013 Maharashtra, India Tel: +91 22 6626 2699 Contact Person: Mr. Manish Gujral Email: Manish.Gujral@WalkerChandiok.IN Website: www.walkerchandiok.in AND M/s Sundaram & Srinivasan Address No.23, CP Ramasamy Road, Alwarpet, Chennai - 600 018 Tamil Nadu, India Tel: 044 2498 8762 Contact Person: Ms. S Usha Email: usha@sundaramandsrinivasan.co.in Website: N.A.
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BACKGROUND

This Key Information Document (as defined below) is related to the Debentures to be issued by CreditAccess Grameen 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 resolution passed by the shareholders of the Issuer dated November 21, 2018 and August 12, 2024, and resolution dated September 23, 2026 of the executive, borrowings and investment committee of the Board of Directors of the Issuer read with the resolution dated December 10, 2025 of the Board of Directors of the Issuer and the memorandum of association and articles of association of the Issuer.

Pursuant to the resolution passed by the Issuer's shareholders dated August 12, 2024 in accordance with provisions of the Companies Act, 2013, the Issuer has been authorised to raise funds (including by way of issuance of non-convertible debentures) upon such terms and conditions as the Board may think fit for aggregate amounts not exceeding INR 35,000,00,00,000 (Indian Rupees Thirty Five Thousand 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.

DISCLAIMERS

- This Key Information Document contains no unsubstantiated forward-looking statements. To the extent there are any unsubstantiated forward-looking statements under this Key Information Document, such statements shall be considered to be null and void.
- This issue document does not include any statement purporting to be made by an expert other than if the expert is a person who is not, and has not been, engaged or interested in the formation or promotion or management, of the Issuer and has given their written consent to this issue of this Key Information Document and has not withdrawn such consent before the delivery of a copy of this Key Information Document to the Registrar (as applicable) for registration.
- 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 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/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*". The face value of each debt security issued on private placement basis under this Issue is INR 1,00,000 (Indian Rupees One Lakh).

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SECTION 1: DEFINITIONS AND ABBREVIATIONS

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

TERM	DEFINITION/PARTICULARS
Act/Companies Act	means the Companies Act, 2013, and shall include any re-enactment, amendment, or modification of the Companies Act, 2013, as in effect from time to time.
Allot/Allotment/Allotted	means the allotment of the Debentures pursuant to this Issue.
Applicable Accounting Standards	means the generally accepted accounting principles as prescribed by the Institute of Chartered Accountants of India from time to time and consistently applied by the Issuer, and includes Indian Accounting Standards (IND-AS).
Applicable Law	means all applicable statutes, enactments or acts of any legislative body in India, laws, ordinances, rules, bye-laws, regulations, notifications, guidelines, policies, directions, directives and orders of any Governmental Authority and any modifications or re-enactments thereof.
Applicant	means a person who has submitted a completed Application Form to the Issuer, and "Applicants" shall be construed accordingly.
Application Form	means the 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.
Application Money	means the subscription amounts paid by the Debenture Holders at the time of submitting the Application Form.
Assets	means, for any date of determination, the assets of the Issuer on such date as the same would be determined in accordance with the Applicable Accounting Standards.
Beneficial Owners	means the holders of the Debentures in dematerialised form whose names are recorded as such with the Depository(ies) in the Register of Beneficial Owners, and "Beneficial Owner" shall be construed accordingly.
Board / Board of Directors	means the board of directors of the Issuer.
BSE	means BSE Limited.
Business Day	means: (a) subject to (b) and (c) below, means any day on which commercial banks in Mumbai, India and Bengaluru, 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 Bengaluru, India are open for business; and

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	(c) for the period commencing on the "Issue Closing Date" until the listing 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.
Capital Adequacy Ratio	means the capital adequacy ratio determined in accordance with the circulars/directions prescribed by the RBI (including the NBFC Directions).
CDSL	means Central Depository Services (India) Limited.
CERSAI	means the Central Registry of Securitisation Asset Reconstruction and Security Interest of India.
Client Loan	means each loan disbursed by the Issuer as a lender, and "Client Loans" shall be construed accordingly.
Company/Issuer/CAGL/CA Grameen	means CreditAccess Grameen Limited.
Conditions Precedent	means the conditions precedent set out in Section 7.1 (<i>Summary Terms</i>) of this Key Information Document.
Conditions Subsequent	means the conditions subsequent set out in Section 7.1 (<i>Summary Terms</i>) of this Key Information Document.
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.
Debentures	means up to 27,500 (twenty seven thousand and five hundred) senior, secured, rated, listed, redeemable, transferable, taxable, non-convertible debentures denominated in Indian Rupees, having a face value of INR 1,00,000 (Indian Rupees One Lakh) each and an aggregate nominal value of INR 275,00,00,000 (Indian Rupees Two Hundred and Seventy Five Crore) including a green shoe option of up to 9,000 (nine thousand) senior, secured, rated, listed, redeemable, transferable, taxable, non-convertible debentures denominated in Indian Rupees, having a face value of INR 1,00,000 (Indian Rupees One Lakh) each and an aggregate nominal value of INR 90,00,00,000 (Indian Rupees Ninety Crore).
Debenture Holders/Investors	means each person who is: (a) registered as a Beneficial Owner; and (b) registered as a debenture holder in the Register of Debenture Holders. Sub-paragraphs (a) and (b) shall be deemed to include transferees of the Debentures registered with the Issuer and the Depository(ies) from time to time, and in the event of any inconsistency between (a) and (b) above, (a) shall prevail,

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	and "Debenture Holder" or "Investor" shall be construed accordingly.
Debenture Trust Deed/DTD	means the debenture trust deed executed / to be executed by and between the Debenture Trustee and the Issuer <i>inter alia</i> setting out the terms upon which the Debentures are being issued and shall include the representations and warranties and the covenants to be provided by the Issuer.
Debenture Trustee	means Catalyst Trusteeship Limited.
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.
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.
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.
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.
Deed of Hypothecation	has the meaning given to it in Section 7.1 (<i>Summary Terms</i>) of this Key Information Document.
Deemed Date of Allotment	means October 1, 2026.
Demat	means dematerialized securities which are securities that are in electronic form, and not in physical form, with the entries noted by the Depository.
Depositories Act	means the Depositories Act, 1996, as amended from time to time.
Depositories	means the depositories with which the Issuer has made arrangements for dematerialising the Debentures, being NSDL and CDSL, and "Depository" means any one of them.
Depository Participant / DP	means a depository participant as defined under the Depositories Act.
Director(s)	means the director(s) of the Issuer.
DP ID	means Depository Participant Identification Number.
DRR	means the Debenture Redemption Reserve.
Due Dates	means, collectively, each Interest Payment Date, the Final Redemption Date, and all other dates on which any interest, additional interest, penal charges, or liquidated damages, principal amounts, and/or any other amounts, are due and payable, and "Due Date" shall be construed accordingly.

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Early Redemption Event(s)	means the occurrence of any one or more of the following events: (a) the occurrence of downgrade in the rating of the Issuer by more than 2 (two) notches (i.e., below "A") by any credit rating agency accredited with the SEBI from that subsisting as on the Effective Date; (b) any expropriation, attachment, garnishee, sequestration, distress, execution or other legal process is levied, enforced or sued out on or against any Assets of the Company having an aggregate value of 10% (ten percent) of the Equity of the Company; and/or (c) one or more judgments or decrees entered against the Company involving a liability (not paid or not covered by a reputable and solvent insurance company), individually or in the aggregate, exceeding 10% (ten percent) of the Equity of the Issuer. In the event that such judgments or decrees are either final and non-appealable or have not been vacated, discharged or stayed pending appeal within a period of 30 (thirty) calendar days.
EBP Platform	has the meaning given to it under the EBP Requirements.
EBP/Electronic Book Provider	has the meaning given to it under the EBP Requirements.
Effective Date	means the date of execution of the DTD.
EFT	means Electronic Fund Transfer
Eligible Investors	has the meaning given to it in Section 8.7 (<i>Eligible Investors</i>).
Equity	includes all equity shares issued and paid up equity share capital of the Issuer, plus all reserves (excluding deferred tax assets), by the Issuer, compulsorily convertible preference shares of the Issuer, and the reserves and other forms of compulsory convertible instruments as per latest audited/unaudited financials surplus of the Issuer.
Events of Default	means the events set out in Section 7.2.6.2 (<i>Events of Default</i>), and "Event of Default" means any one of them.
Final Redemption Date	means the date occurring on the expiry of 24 (twenty four) months from the Deemed Date of Allotment, being September 30, 2028.
Final Settlement Date	means the date on which all Secured Obligations have been irrevocably and unconditionally paid and discharged in full in accordance with the terms of the transaction documents.
Financial Indebtedness	means any indebtedness for or in respect of: (a) moneys borrowed; (b) any amount raised by acceptance under any acceptance credit, bill acceptance or bill endorsement facility or dematerialised equivalent;

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	(c) any amount raised pursuant to any note purchase facility or the issue of bonds, notes, loan stock or any similar instrument; (d) the amount of any liability in respect of any lease or hire purchase contract which would, in accordance with the Applicable Accounting Standards, be treated as a finance or capital lease; (e) receivables sold or discounted (other than any receivables to the extent they are sold on a non-recourse basis); (f) any amount raised under any other transaction (including any forward sale or purchase agreement) having the commercial effect of a borrowing; (g) any derivative transaction entered into in connection with protection against or benefit from fluctuation in any rate or price (and, when calculating the value of any derivative transaction, only the marked to market value shall be taken into account); (h) any obligation under any put option in respect of any securities; (i) 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; (j) any corporate/personal guarantee, a letter of comfort or any other similar contractual comfort issued or incurred in respect of a liability incurred by any other third person; and (k) the amount of any liability in respect of any guarantee or indemnity for any of the items referred to in paragraphs (a) to (j) above.
Financial Year/FY	means each period of 12 (twelve) months commencing on April 1 of any calendar year and ending on March 31 of the subsequent calendar year.
General Information Document/GID	means the general information document dated May 28, 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.
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.
Green Shoe Option	has the meaning given to it in Section 7.1 (<i>Summary Terms</i>) of this Key Information Document.
Gross Loan Portfolio	means the outstanding principal amounts of the Receivables in respect of the Client Loans originated by the Issuer on its own books and the Off

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	Balance Sheet Portfolio.
Gross NPA	means the gross "non-performing assets" of the Issuer determined in accordance with the Applicable Accounting Standards and the NBFC Directions (and including any Receivables that are "days past due" in excess of 90 (ninety) days (i.e., the Receivables in respect of the Client Loans that have been classified as "90+ DPD").
Hypothecated Assets	has the meaning given to it in Section 7.1 (<i>Summary Terms</i>).
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.
Information Utility	means the National E-Governance Services Limited or any other entity registered as an information utility under the Insolvency and Bankruptcy Board of India (Information Utilities) Regulations, 2017.
ICCL	means the Indian Clearing Corporation Limited.
INR/Rs.	means Indian Rupees.
Interest Payment Dates	means the interest payment dates as specified in Annexure IV (<i>Illustration of Bond Cashflows</i>), and "Interest Payment Date" shall be construed accordingly.
Interest Rate	means 9.15% (nine decimal one five percent) per annum (fixed), payable quarterly.
Issue	means this issue of the Debentures.
Issue Closing Date	means September 30, 2026.
Issue Opening Date	means September 30, 2026.
Key Information Document/KID	means this document which sets out the terms and conditions for the issue and offer of the Debentures by the Issuer on a private placement basis in accordance with the Debt Listing Regulations and contains the relevant information in this respect.
Listed NCDs Master Circular	means the master circular issued by SEBI bearing the reference number SEBI/HO/DDHS/DDHS-PoD/P/CIR/2025/0000000137 dated October 15, 2025 on " <i>Master Circular for issue and listing of Non-convertible Securities, Securitised Debt Instruments, Security Receipts, Municipal Debt Securities and Commercial Paper</i> ", as amended, modified, supplemented or restated from time to time.
Listing Period	has the meaning given to it in Section 7.1 (<i>Summary Terms</i>).
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.

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Majority Debenture Holders	means such number of Debenture Holders collectively holding an aggregate amount representing at least 51% (fifty one percent) of the value of the Outstanding Principal Amounts of the Debentures.
Majority Resolution	mean a resolution approved by the Majority Debenture Holders.
Material Adverse Effect	means the effect or consequence of an event, circumstance, occurrence or condition which has caused, as on the date of determination, or could reasonably be expected to cause a material and adverse effect on: (a) 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) the rights or remedies of the Debenture Holders under transaction documents; (c) the ability of the Issuer to perform its obligations under the transaction documents; or (d) the legality, validity or enforceability of any of the transaction documents.
N.A.	Not Applicable.
NBFC	means non-banking financial company.
NBFC-MFI	means non-banking financial company - micro finance institution.
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,

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	2025; (g) the Reserve Bank of India (Non-Banking Financial Companies – Miscellaneous) Directions, 2025 dated November 28, 2025; (h) the Reserve Bank of India (Non-Banking Financial Companies – Microfinance Institution) Directions, 2025 dated November 28, 2025; and (i) 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.
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.
Net Worth	(a) in respect of any body corporate that is a non-banking financial company, means the net worth of such body corporate determined in accordance with the Companies Act, the NBFC Directions and the Applicable Accounting Standards; and (b) in respect of any body corporate that is not a non-banking financial company, has the meaning given to it in the Companies Act.
NSDL	means National Securities Depository Limited.
Off Balance Sheet Portfolio	means all outstanding principal amounts in respect of Receivables securitized, assigned, originated on behalf of other institutions otherwise sold off in respect of which the Issuer has provided credit enhancements in any form or manner whatsoever including Receivables in respect of Client Loans originated on behalf of other entities by entering into partnership agreements but not included on the Issuer's own book, excluding interest receivables and accrued interest.
Outstanding Amounts	means, at any date, the Outstanding Principal Amounts together with any interest, additional interest, penal charges, costs, fees, charges, and other amounts payable by the Issuer in respect of the Debentures.
Outstanding Principal Amounts	means, at any date, the principal amounts outstanding under the Debentures.
PAN	means Permanent Account Number
Payment Default	means any event, act or condition which, with notice or lapse of time, or both, would constitute an Event of Default under Section 7.2.6.2(a) (<i>Payment Defaults</i>).
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

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	accordance with Section 42 of the Companies Act, 2013 read with the Companies (Prospectus and Allotment of Securities) Rules, 2014.
Promoters	means CreditAccess India B.V.
Purpose	has the meaning given to it in Section 7.1 (<i>Summary Terms</i>).
Quarterly Date	means each of March 31, June 30, September 30 and December 31 of a calendar year, and "Quarterly Dates" shall be construed accordingly.
Rating	means the credit rating for the Debentures from the Rating Agency, being, "ICRA AA-" affirmed/assigned by the Rating Agency through its letter dated May 27, 2026.
Rating Agency	means ICRA Limited.
RBI	means the Reserve Bank of India.
Receivables	means all the outstanding amounts payable to the Issuer in respect of the Client Loans.
Recovery Expense Fund	means the recovery expense fund established/to be established and maintained by the Issuer in accordance with the provisions of Chapter IV (Recovery Expenses Fund) of the SEBI Debenture Trustees Master Circular.
Register of Beneficial Owners	means the register of beneficial owners of the Debentures maintained in the records of the Depositories.
Register of Debenture Holders	means the register of debenture holders maintained by the Issuer in accordance with Section 88 of the Companies Act.
R&T Agent/Registrar	means the registrar and transfer agent appointed for the issue of Debentures, being KFin Technologies Limited.
ROC	means the jurisdictional registrar of companies.
RTGS	means Real Time Gross Settlement.
SEBI	means the Securities and Exchange Board of India.
SEBI Centralized Database Requirements	means the requirements prescribed in Chapter IV (<i>Centralized Database for corporate bonds/ debentures</i>) of the Listed NCDs Master Circular read together with Chapter XII (<i>Centralised Database - Responsibilities of Debenture Trustee</i>) of the SEBI Debenture Trustees Master Circular.
SEBI Debenture Trustees Master Circular	means the master circular issued by the SEBI bearing reference number SEBI/HO/DDHS-PoD-1/P/CIR/2025/117 dated August 13, 2025 on " <i>Master Circular for Debenture Trustees</i> ", as amended, modified, supplemented, or restated from time to time.
SEBI EBP Requirements/EBP Requirements	means the requirements with respect to the electronic book mechanism prescribed in Chapter VI (<i>Electronic Book Provider platform</i>) of the Listed NCDs Master Circular, and the operational guidelines issued by the

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TERM	DEFINITION/PARTICULARS
	relevant electronic book provider, each as amended, modified, supplemented or restated from time to time.
SEBI Listed Debentures Circulars	means, collectively, the Listed NCDs Master Circular, the SEBI Debenture Trustees Master Circular, the SEBI Debt Listing Regulations, (to the extent applicable) the SEBI LODR Master Circulars, and (to the extent applicable) the SEBI LODR Regulations.
SEBI Listing Timelines Requirements	means the requirements in respect of the timelines for listing of debt securities issued on a private placement basis prescribed in Chapter VII (<i>Standardization of timelines for listing of securities issued on a private placement basis</i>) of the Listed NCDs Master Circular read with, to the extent applicable, the SEBI EBP Requirements.
SEBI 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 " <i>Master circular for compliance with the provisions of the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015 by listed entities</i> " read with the master circular issued by SEBI bearing reference number SEBI/HO/DDHS/DDHS-PoD-1/P/CIR/2025/0000000103 dated July 11, 2025 on " <i>Master Circular for listing obligations and disclosure requirements for Non-convertible Securities, Securitized Debt Instruments and/ or Commercial Paper</i> ", each as amended, modified, supplemented, or restated from time to time.
Secured Obligations	means all present and future obligations (whether actual or contingent and whether owed jointly or severally or in any capacity whatsoever) of the Issuer to the 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, penal charges, liquidated damages and all fees, costs, charges, expenses and other amounts payable by the Issuer in respect of the Debentures.
Security Cover	has the meaning given to it in Section 7.1 (<i>Summary Terms</i>) below.
Special Majority Debenture Holders	means the Debenture Holders holding an aggregate amount representing more than 75% (seventy five percent) of the value of the Outstanding Principal Amounts of the Debentures.
Special Resolution	means a resolution approved by the Special Majority Debenture Holders.
Step Up	means the payment of interest in respect of the Debentures at the Step Up Rate in accordance with Section 7.1 (<i>Summary Terms</i>) below.
Step Up Rate	has the meaning given to it in Section 7.1 (<i>Summary Terms</i>) below.
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.
Tax	means any present or future tax, levy, duty, charge, fees, deductions, withholdings, surcharges, cess, turnover tax, transaction tax, stamp tax or

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TERM	DEFINITION/PARTICULARS
	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 under Applicable Law or by any Governmental Authority.
Tax Deduction	means a deduction or withholding for or on account of Tax from a payment under a transaction document pursuant to Applicable Law.
TDS	means tax deducted at source.
Tier 1 Capital	has the meaning given to it in the NBFC Directions.
Tier 2 Capital	has the meaning given to it in the NBFC Directions.
Total Debt	means the aggregate of: (a) all long-term borrowings, including subordinated debt in form of Tier 2 Capital (including current maturities) of the Issuer; (b) all short-term borrowings of the Issuer; (c) all financial guarantees provided in respect of any liability incurred by any other third person by the Issuer; and (d) letters of comfort/shortfall undertakings provided in respect of any liability incurred by any other third person by the Issuer, if any.
Transaction Documents	has the meaning given to it in Section 7.1 (<i>Summary Terms</i>).
Transaction Security	has the meaning given to it in Section 7.1 (<i>Summary Terms</i>) below.
WDM	means the Wholesale Debt Market segment of the BSE.
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 ACCEPTS NO RESPONSIBILITY FOR STATEMENTS MADE OTHERWISE THAN IN THE KEY INFORMATION DOCUMENT OR IN THE ADVERTISEMENT OR ANY OTHER MATERIAL ISSUED BY OR AT THE INSTANCE OF THE ISSUER AND THAT ANYONE PLACING RELIANCE ON ANY OTHER SOURCE OF INFORMATION WOULD BE DOING SO AT THEIR OWN RISK.

2.2 DISCLAIMER CLAUSE OF STOCK EXCHANGES

Please refer to Section 2.2 of the General Information Document 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 the 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 stock exchanges.

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

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 AGENCY

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

2.7 ISSUE OF DEBENTURES IN DEMATERIALISED FORM

Please refer to Section 2.7 of the General Information Document for the disclaimers in respect of issuances of the Debentures in dematerialised form.

2.8 DISCLAIMER OF THE DEBENTURE TRUSTEE

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

2.9 DISCLAIMER OF THE ARRANGER

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The disclaimers in respect of the arranger(s) set out in Section 2.9 of the General Information Document are not applicable for the Issue.

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SECTION 3: DETAILS OF PROMOTERS OF THE ISSUER

Please refer to Section 3 of the General Information Document for the details of the promoters of the Issuer.

SECTION 4: RISK FACTORS

Please refer to Section 4 of the General Information Document for the risk factors in respect of the issuance of Debentures. In addition to the risk factors set out in the General Information Document, an Issue specific risk factor is set out hereinbelow:

4.1 *Risk related to unaudited financial statements for the quarter ended on June 30, 2026*

This Key Information Document includes unaudited financial information which has been subjected to limited review, in relation to the Company. Reliance on such information should, accordingly, be limited.

This Key Information Document includes the unaudited financial results for the quarter ended at June 30, 2026, in respect of which the auditors have issued their limited review report. For further details in relation to unaudited financial results for the quarter ended on June 30, 2026, please refer Annexure XII of this Key Information Document. Any financial results published in the future may not be consistent with past performance. Accordingly, prospective investors should rely on their independent examination of our financial position and results of operations, and should not place undue reliance on, or base their investment decision solely on the financial information included in this Key Information Document.

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SECTION 5: FINANCIAL STATEMENTS

Please refer to Section 5 of the General Information Document read with Annexure I of the General Information Document for the audited financial statements of the Issuer for the year ended March 31, 2024, March 31, 2025 and March 31, 2026, and Annexure XII of this Key Information Document for the unaudited financial statements for the quarter ended June 30, 2026 along with the limited review report issued by the auditors.

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 authorizations 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:

Due diligence certificates from the Debenture Trustee as per the format specified in the SEBI Debenture Trustees Master Circular and 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 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.

ICRA Limited has affirmed/assigned a rating of "ICRA AA-" through its letter dated May 27, 2026, for the Debentures to be issued in the proposed Issue. The rating letter from the Rating Agency, the rating rationale from the Rating Agency and the detailed press release 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 SEBI:

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 from BSE and the same is disclosed in Annexure XI 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 30, 2026
Issue Closing Date	September 30, 2026
Pay In Date	October 1, 2026
Deemed Date of Allotment	October 1, 2026

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

(a) Legal Counsel

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Name	Trilegal
Logo	
Address	One World Centre, 10th floor, Tower 2A & 2B, Senapati Bapat Marg, Lower Parel, Mumbai - Maharashtra - 400013, India
Website	www.trilegal.com
E-mail address	N.A.
Telephone Number	N.A.
Contact Person Details	N.A.

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

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.

(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	A K Capital Services Limited
Logo	
Address	603, 6th Floor, Windsor, Off CST Road, Kalina, Santacruz (East), Mumbai – 400098
Website	https://www.akgroup.co.in
E-mail address	compliance@akgroup.co.in
Telephone Number	N.A.
Contact Person Details	Ms. Shilpa Sadani

Name	Nuvama Wealth Management Limited
Logo	
Address	Inspire BKC, G Block, Bandra Kurla Complex, Bandra East, Mumbai, Maharashtra, 400051
Website	nuvama.com
E-mail address	prakash.sharma@nuvama.com
Telephone Number	+91 (22) 6623 3401
Contact Person Details	Mr. Prakash Sharma

Name	Trust Investment Advisors Private Limited
Logo	

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Address	109/110, Balarama, Bandra Kurla Complex, Bandra (East), Mumbai – 400 051, Maharashtra, India
Website	www.trustgroup.in
E-mail address	lokesh.singhi@trustgroup.in
Telephone Number	+91 22 4084 5000
Contact Person Details	Mr. Lokesh Singhi

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

Name	Catalyst Trusteeship Limited
Logo	
Address	901, 9 th Floor, Tower B, Peninsula Business Park, Bapat Marg, Lower Parel, Mumbai 400013 Maharashtra
Website	www.catalysttrustee.com
E-mail address	ComplianceCTL-Mumbai@ctltrustee.com
Telephone Number	+91 22 4922 0502
Contact Person Details	Mr. Umesh Salvi

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

Name	ICRA Limited
Logo	
Address	Building No. 8, 2 nd Floor, Tower A, DLF Cyber City, Phase II, Gurugram, Haryana 122002, India
Website	https://www.icra.in/
E-mail address	www.icra.in
Telephone Number	+91 124 454 5300
Contact Person Details	Mr. A M Karthik

(g) **Registrar for the Issue**

Name	KFin Technologies Limited
Logo	
Address	Selenium Tower B, Plot Nos. 31 & 32 Financial District, Nanakramguda, Serilingampally Mandal, Hyderabad – 500032, India
Website	www.kfintech.com
E-mail address	sainath.koyalkar@kfintech.com
Telephone Number	+91 40 6716 1586
Contact Person Details	+91 40 6716 1586

(h) **Statutory Auditors**

Name	Walker Chandio & Co LLP
Logo	N.A.
Peer Review Certificate No.	020566
Address	16th Floor, Tower III One International Center S B Marg, Prabhadevi (W) Mumbai -400 013 Maharashtra, India
Website	www.walkerchandiok.in
E-mail address	Manish.Gujral@WalkerChandiok.IN
Telephone Number	+91 22 6626 2699
Contact Person Details	+91 22 6626 2699

AND

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Name	M/s Sundaram & Srinivasan
Logo	N.A.
Peer Review Certificate No.	018255
Address	No.23, CP Ramasamy Road, Alwarpet, Chennai – 600 018 Tamil Nadu, India
Website	https://sundaramandsrinivasan.com/
E-mail address	usha@sundaramandsrinivasan.co.in
Telephone Number	+91 44 2498 8762
Contact Person Details	+91 44 2498 8762

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

Please refer to 6.7(a) of the General Information Document for overview and a brief summary of the business activities of the Issuer.

(b) Structure of the group:

Please refer to Section 6.7(b) of the General Information Document for overview and a brief summary of the business activities of the Issuer.

(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.

(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 6.38(e) 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.

As of June 30, 2026, the Issuer has 2,276 (Two thousand Two Hundred and Seventy Six) branches across 16 (Sixteen) states & 1 (one) union territory in India. The details of the foregoing are accessible at the following weblink: [Branch List Jun 2026.xlsx](#).

(e) Use of proceeds (in the order of priority for which the said proceeds will be utilised): (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 7.1 (*Summary Terms*) below for the Purpose.

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

S.NO	PARTICULARS	FEE/EXPENSE AMOUNT (in INR)	% OF TOTAL ISSUE EXPENSES	% OF TOTAL ISSUE SIZE
1.	Lead Manager(s) fees	NIL	NIL	NIL

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2.	Underwriting commission	NIL	NIL	NIL
3.	Brokerage, selling commission and upload fees	NIL	NIL	NIL
4.	Fees payable to the registrars to the issue	51,000	0.43%	0.00%
5.	Fees payable to the legal advisors	N.A.	N.A.	N.A.
6.	Advertising and marketing expenses	NIL*	NIL*	NIL*
7.	Fees payable to the regulators including stock exchanges	2,74,380	2.30%	0.01%
8.	Expenses incurred on printing and distribution of issue stationary	NIL**	NIL**	NIL**
9.	Any other fees, commission and payments under whatever nomenclature***	1,16,10,000	97.27%	0.42%
	Total	1,19,35,380	100.00%	0.43%

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

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

*** Please note that this line item, *inter alia*, includes the fees payable to the legal counsel, debenture trustee, depositories and stamp duty payable on the Debentures and the transaction documents.

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, 2024, March 31, 2025 and March 31, 2026, and

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Annexure XII of this Key Information Document for the unaudited financial statements for the quarter ended June 30, 2026 along with the limited review report issued by the auditors.

- (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, 2024, March 31, 2025 and March 31, 2026, and Annexure XII of this Key Information Document unaudited financial statements for the quarter ended June 30, 2026 along with the limited review report issued by the auditors.

- (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 existence for more than 3 (three) years prior to the date of this Key Information Document.

- (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, 2024, March 31, 2025 and March 31, 2026, and Annexure XII of this Key Information Document for unaudited financial statements for the quarter ended June 30, 2026 along with the limited review report issued by the auditors.

- (e) **Key Operational and Financial Parameters on a consolidated basis and on a standalone basis:**

Standalone Basis

Amt in INR, in Crore				
PARTICULARS	MARCH 31, 2024	MARCH 31, 2025	MARCH 31, 2026	JUNE 30, 2026
	Audited	Audited	Audited	Unaudited
BALANCE SHEET				
Assets				
Property, Plant and Equipment	32.06	43.58	43.74	45.37
Financial Assets	28,040.28	26,779.23	30,981.94	33,034.94
Non-financial Assets excluding property, plant and equipment	798.34	979.42	904.16	858.48
Total Assets	28,870.68	27,802.23	31,929.84	33,938.79
Liabilities				
Financial Liabilities				
- Derivative financial instruments	24.67	32.50	2.01	12.27
- Trade Payables	256.35	160.46	198.03	157.86
- Debt Securities	2,042.12	1,541.75	912.25	1,346.95
- Borrowings (other than Debt Securities)	19,773.65	18,878.73	22,728.89	23,805.58
- Subordinated liabilities	25.24	25.29	-	-
- Other financial liabilities	106.43	108.02	108.89	108.56
Non-Financial Liabilities				

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- Current tax liabilities (net)	-0.00	17.97	35.21	39.39
- Provisions	47.43	58.73	75.79	93.08
- Deferred tax liabilities (net)	-	-	-	-
- Other non-financial liabilities	24.84	22.84	26.57	28.53
Equity (Equity Share Capital and Other Equity)	6,569.95	6,955.94	7,842.20	8,346.59
Total Liabilities and Equity	28,870.68	27,802.23	31,929.84	33,938.79
PROFIT AND LOSS				
Revenue from operations	5,166.67	5,752.33	6,058.91	1,783.49
Other Income	5.98	3.81	3.62	0.92
Total Income	5,172.65	5,756.14	6,062.54	1,784.42
Total Expenses	3,233.48	5,047.27	5,029.34	1,124.36
Profit after tax for the year	1,445.93	531.40	777.64	493.41
Other Comprehensive income	-14.69	-27.19	51.13	-0.29
Total Comprehensive Income	1,431.24	504.21	828.77	493.12
Earnings per equity share (Basic)	90.88	33.32	48.63	30.77
Earnings per equity share (Diluted)	90.41	33.24	48.44	30.05
CASH FLOW				
Net cash from / used in (-) operating activities	-4,733.89	1,125.16	-2,770.36	-479.07
Net cash from / used in (-) investing activities	-994.20	708.33	-100.59	-1,149.48
Net cash from / used in (-) financing activities	5,493.87	-1,669.38	2,750.95	1,569.67
Net increase / decrease (-) in cash and cash equivalents	-234.23	164.12	-120.01	-58.88
Cash and cash equivalents as per Cash Flow Statement as at the end of Year	1,107.17	1,271.28	1,151.28	1,092.42
ADDITIONAL INFORMATION				
Net Worth	6,569.95	6,955.94	7,842.20	8,346.59
Cash and cash equivalents	1,107.17	1,271.28	1,151.28	1,092.38
Loans	25,104.99	24,274.45	27,922.73	28,894.80
Total Debts to Total Assets	75.7%	73.5%	74.0%	74.11%
Interest Income	4,900.11	5,546.77	5,762.65	1,714.11
Interest Expense	1,732.44	1,947.57	1,899.08	550.05
Impairment on Financial Instruments	451.77	1,929.51	1,775.40	212.50
Bad Debts to Loans	1.2%	4.8%	3.2%	2.18%
% Stage 3 Loans on Loans (Principal Amount)	1.2%	4.8%	3.2%	2.18%
% Net Stage 3 Loans on Loans (Principal Amount)	0.4%	1.7%	1.1%	0.75%
Tier I Capital Adequacy Ratio (%)	22.2%	24.5%	23.6%	24.23%
Tier II Capital Adequacy Ratio (%)	0.9%	1.0%	0.8%	0.65%

Consolidated Basis

Amt in INR, in Crore				
PARTICULARS	MARCH 31, 2024	MARCH 31, 2025	MARCH 31, 2026	JUNE 30, 2026
	Audited	Audited	Audited	Unaudited
BALANCE SHEET				

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Assets				
Property, Plant and Equipment	32.08	43.58	43.74	45.38
Financial Assets	28,040.40	26,779.45	30,982.27	33,036.24
Non-financial Assets excluding property, plant and equipment	798.35	979.42	904.22	857.57
Total Assets	28,870.83	27,802.45	31,930.23	33,939.19
Liabilities				
Financial Liabilities				
- Derivative financial instruments	24.67	32.50	2.01	12.27
- Trade Payables	256.35	160.56	198.24	158.1
- Debt Securities	2,042.12	1,541.75	912.25	1,346.95
- Borrowings (other than Debt Securities)	19,773.65	18,878.73	22,728.89	23,805.58
- Subordinated liabilities	25.24	25.29	-	0
- Other financial liabilities	106.50	108.02	108.89	108.54
Non-Financial Liabilities				
- Current tax liabilities (net)	-0.00	17.97	35.21	39.39
- Provisions	47.46	58.79	75.91	93.21
- Deferred tax liabilities (net)	-	-	-	-
- Other non-financial liabilities	24.86	22.86	26.59	28.57
Equity (Equity Share Capital and Other Equity)	6,569.98	6,955.97	7,842.24	8346.6
Total Liabilities and Equity	28,870.83	27,802.45	31,930.23	33939.21
PROFIT AND LOSS				
Revenue from operations	5,166.67	5,752.33	6,058.92	1,783.49
Other Income	5.98	3.81	3.62	0.92
Total Income	5,172.65	5,756.14	6,062.54	1,784.41
Total Expenses	3,233.48	5,047.27	5,029.34	1,124.36
Profit after tax for the year	1,445.93	531.40	777.64	493.41
Other Comprehensive income	-14.69	-27.19	51.13	-0.29
Total Comprehensive Income	1,431.24	504.21	828.77	493.12
Earnings per equity share (Basic)	90.88	33.32	48.63	30.77
Earnings per equity share (Diluted)	90.41	33.24	48.44	30.05
CASH FLOW				
Net cash from / used in (-) operating activities	-4,733.89	1,125.24	-2,770.21	-479.07
Net cash from / used in (-) investing activities	-994.20	708.34	-100.65	-1,149.48
Net cash from / used in (-) financing activities	5,493.87	-1,669.38	2,750.95	1,569.67
Net increase / decrease (-) in cash and cash equivalents	-234.23	164.20	-119.91	-58.88
Cash and cash equivalents as per Cash Flow Statement as at the end of Year	1,107.17	1,271.49	1,151.58	1,092.42
ADDITIONAL INFORMATION				
Net Worth	6,569.98	6,955.97	7,842.24	8346.6
Cash and cash equivalents	1,107.17	1,271.28	1,151.28	1,093.65
Loans	25,104.99	24,274.45	27,922.73	28,894.80
Total Debts to Total Assets	75.7%	73.5%	74.0%	74.11%
Interest Income	4,900.11	5,546.77	5,762.65	1,714.11
Interest Expense	1,732.44	1,947.57	1,899.08	550.05

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Impairment on Financial Instruments	451.77	1,929.51	1,775.40	212.5
Bad Debts to Loans	1.2%	4.8%	3.2%	2.18%
% Stage 3 Loans on Loans (Principal Amount)	1.2%	4.8%	3.2%	2.18%
% Net Stage 3 Loans on Loans (Principal Amount)	0.4%	1.7%	1.1%	0.75%
Tier I Capital Adequacy Ratio (%)	22.2%	24.5%	23.6%	24.23%
Tier II Capital Adequacy Ratio (%)	0.9%	1.0%	0.8%	0.65%

(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 the details of the contingent liability 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**

Please refer Section 6.9(g) of the General Information Document for the details of corporate guarantee or letter of comfort issued by the Issuer.

6.10 **A brief history of 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:**

SHARE CAPITAL	AMOUNT (IN INR)
Authorised Share Capital	
160259533 equity shares of INR 10 each	16,02,59,533
Preference shares	N.A.
TOTAL	16,02,59,533
Issued, Subscribed and Fully Paid- up Share Capital	
160259533 equity shares of INR 10 each	16,02,59,533
Preference shares	N.A.
TOTAL	16,02,59,533

(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 Section 6.10(b) of the General Information Document for the details of change in the share capital of the Issuer for the Financial Years ended March 31, 2024, March 31, 2025 and March 31, 2026. 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:**

DATE OF ALLOTMENT	NO. OF EQUITY SHARES	FACE VALUE (IN INR)	ISSUE PRICE (IN INR)	CONSIDERATION AMOUNT	CONSIDERATION (CASH, OTHER THAN CASH, ETC)	NATURE OF ALLOTMENT	CUMULATIVE			REMARKS
							NO. OF EQUITY SHARES	EQUITY SHARE CAPITAL	EQUITY SHARE PREMIUM	
March 06, 2023	2,361	10	120.87	2,85,374.07	Cash	Exercise of stock options held	15,62,12,455	1,56,21,24,550	22,37,41,97,155.79	-
	1,200	10	786.91	9,44,292.00						

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						under the ESOP Plan				
March 24, 2023	4,00 0	10	63.9	2,55,600	Cash	Exercise of stock options held under the ESOP Plan	15,62, 31,092	1,56,23 ,10,920	22,37,74, 28,341	-
	2,50 0	10	84.47	2,11,175						
	9,01 2	10	120.87	10,89,280. 44						
	3,12 5	10	595.68	18,61,500. 00						
May 16, 2023	736	10	120.87	88,960.32	Cash	Exercise of stock options held under the ESOP Plan	15,89, 11,029	1,58,91 ,10,290	22,37,98, 60,425	-
	3,35 0	10	595.68	19,95,528. 00						
	500	10	786.91	3,93,455.0 0						
June 14, 2023	2,00 0	10	63.9	1,27,800	Cash	Exercise of stock options held under the ESOP Plan	15,89, 27,408	1,58,92 ,74,080	22,38,70, 40,533	-
	3,20 4	10	120.87	3,87,267.4 8						
	10,2 75	10	595.68	61,20,612						
	900	10	786.91	7,08,219						
July 07, 2023	4425 0	10	63.9	28,27,575	Cash	Exercise of stock options held under the ESOP Plan	15,90, 64,334	1,59,06 ,43,340	22,40,29, 01,223.45	-
	7650 0	10	84.47	64,61,955						
	4086	10	120.87	4,93,874.8 2						
	1081 0	10	595.68	64,39,300. 80						
	1280	10	786.91	10,07,244. 80						
August 10, 2023	5,90 0	10	84.47	4,98,373	Cash	Exercise of stock options held under the ESOP Plan	15,90, 80,446	1,59,08 ,04,460	22,40,83, 67,875.39	-
	2,51 2	10	120.87	3,03,625.4 4						
	6,45 0	10	595.68	38,42,136						
	1,25 0	10	786.91	9,83,637.5						
September 13, 2023	5,50 0	10	84.47	4,64,585	Cash	Exercise of stock options held under the ESOP Plan	15,91, 13,268	1,59,11 ,32,680	22,41,63, 59,976.03	-
	19,8 97	10	120.87	24,04,950. 39						
	2,05 0	10	595.68	12,21,144						
	5,37 5	10	786.91	42,29,641. 3						
October 10, 2023	4,00 0	10	84.47	3,37,880	Cash	Exercise of stock options held under the ESOP Plan	15,91, 37,490	1,59,13 ,74,900	22,42,87, 40,563.17	-
	1,77 2	10	120.87	2,14,181.6 4						
	12,8 00	10	595.68	76,24,704						
	5,65 0	10	786.91	44,46,041. 5						

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November 10, 2023	2,93 5	10	120.87	3,54,753.4 5	Cash	Exercise of stock options held under the ESOP Plan	15,91, 50,110	1,59,15 ,01,100	22,43,52, 64,159.92	-
	6,93 5	10	595.68	41,31,041						
	2,75 0	10	786.91	21,64,002. 5						
December 08, 2023	2500	10	63.9	1,59,750	Cash	Exercise of stock options held under the ESOP Plan	15,91, 76,007	1,59,17 ,60,070	22,44,12, 24,615.16	-
	8500	10	84.47	7,17,995						
	7862	10	120.87	9,50,279.9 4						
	5985	10	595.68	35,65,144. 80						
	1050	10	786.91	8,26,255.5 0						
January 05, 2024	2,50 0	10	84.47	2,11,175	Cash	Exercise of stock options held under the ESOP Plan	15,92, 04,305	1,59,20 ,43,050	22,44,98, 18,339.17	
	15,3 23	10	120.87	18,52,091. 01						
	7,47 5	10	595.68	44,52,708						
	3,00 0	10	786.91	23,60,730. 0						
February 14, 2024	5,75 0	10	63.9	3,67,425.0 0	Cash	Exercise of stock options held under the ESOP Plan	15,92, 99,705	1,59,29 ,97,050	22,48,27, 55,321.42	
	47,3 00	10	120.87	57,17,151. 00						
	29,8 75	10	595.68	1,77,95,94 0.00						
	10,8 00	10	786.91	84,98,628. 00						
	1,67 5	10	902.59	15,11,838. 25						
March 08, 2024	3,50 0	10	84.47	2,95,645.0 0	Cash	Exercise of stock options held under the ESOP Plan	15,93, 36,697	1,59,33 ,66,970	22,50,32, 35,252.76	
	2,16 2	10	120.87	2,61,320.9 4						
	24,0 30	10	595.68	1,43,14,19 0.40						
	5,27 5	10	786.91	41,50,950. 25						
	2,02 5	10	902.59	18,27,744. 75						
March 20, 2024	7,05 0	10	84.47	5,95,513.5 0	Cash	Exercise of stock options held under the ESOP Plan	15,93, 76,967	1,59,37 ,69,670	22,52,32, 87,342.36	
	5,62 5	10	120.87	6,79,893.7 5						
	18,3 70	10	595.68	1,09,42,64 1.60						
	775	10	786.91	6,09,855.2 5						
	8,45 0	10	902.59	76,26,885. 50						
May 09, 2024	847	10	120.87	1,02,376.8 9	Cash	Exercise of stock options held under the	15,93, 83,294	1,59,38 ,32,940	22,52,80, 48,362.65	
	580	10	595.68	3,45,494.4 0						
	400	10	786.91	3,14,764.0 0						

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	4,50 0	10	902.59	40,61,655. 00		ESOP Plan				
June 12, 2024	1,50 0	10	63.9	95,850.00	Cash	Exercise of stock options held under the ESOP Plan	15,94, 03,279	1,59,40 ,32,790	22,53,89, 92,448.95	-
	2,20 0	10	84.47	1,85,834.0 0						
	1,85 0	10	120.87	2,23,609.5 0						
	6,07 5	10	595.68	36,18,756. 00						
	4,54 5	10	786.91	35,76,505. 95						
	3,81 5	10	902.59	34,43,380. 85						
June 21, 2024	1,25 0	10	63.9	79,875.00	Cash	Exercise of stock options held under the ESOP Plan	15,94, 11,829	1,59,41 ,18,290	22,54,12, 71,845.45	-
	1,25 0	10	84.47	1,05,587.5 0						
	3,00 0	10	120.87	3,62,610.0 0						
	3,05 0	10	595.68	18,16,824. 00						
July 05, 2024	2,63 7	10	120.87	3,18,734.1 9	Cash	Exercise of stock options held under the ESOP Plan	15,94, 17,731	1,59,41 ,77,310	22,54,15, 64,209.64	-
	1,34 0	10	595.68	7,98,211.2 0						
	1,72 5	10	786.91	13,57,419. 75						
	200	10	902.59	1,80,518.0 0						
July 11, 2024	6,65 0	10	120.87	8,03,785.5 0	Cash	Exercise of stock options held under the ESOP Plan	15,94, 43,231	1,59,44 ,32,310	22,55,62, 83,198.64	-
	3,80 0	10	595.68	22,63,584. 00						
	14,5 00	10	786.91	1,14,10,19 5.00						
	550	10	902.59	4,96,424.5 0						
August 07, 2024	1,05 0	10	84.47	88,693.50	Cash	Exercise of stock options held under the ESOP Plan	15,94, 46,031	1,59,44 ,60,310	22,55,74, 74,676.14	-
	250	10	120.87	30,217.50						
	750	10	595.68	4,46,760.0 0						
	200	10	786.91	1,57,382.0 0						
	550	10	902.59	4,96,424.5 0						
August 21, 2024	487	10	120.87	58,863.69	Cash	Exercise of stock options held under the ESOP Plan	15,94, 48,018	1,59,44 ,80,180	22,55,84, 83,681.83	-
	1,10 0	10	595.68	6,55,248.0 0						
	400	10	786.91	3,14,764.0 0						
September 04, 2024	3,00 0	10	84.47	2,53,410.0 0	Cash	Exercise of stock options held under the	15,94, 53,006	1,59,45 ,30,060	22,55,93, 10,474.39	-
	1,41 3	10	120.87	1,70,789.3 1						
	575	10	786.91	4,52,473.2 5						

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						ESOP Plan				
September 24, 2024	5,000	10	84.47	4,22,350.00	Cash	Exercise of stock options held under the ESOP Plan	15,94,62,757	1,59,46,27,570	22,56,21,13,268.51	-
	1,476	10	120.87	1,78,404.12						
	1,875	10	595.68	11,16,900.00						
	700	10	786.91	5,50,837.00						
	700	10	902.59	6,31,813.00						
October 07, 2024	163	10	120.87	19,701.81	Cash	Exercise of stock options held under the ESOP Plan	15,94,66,371	1,59,46,63,710	22,56,45,82,980.73	-
	1,200	10	595.68	7,14,816.00						
	2,251	10	786.91	17,71,334.41						
October 24, 2024	2,737	10	120.87	3,30,821.19	Cash	Exercise of stock options held under the ESOP Plan	15,94,70,183	1,59,47,01,830	22,56,57,21,610.17	-
	1,075	10	786.91	8,45,928.25						
November 11, 2024	3,737	10	120.87	4,51,691.19	Cash	Exercise of stock options held under the ESOP Plan	15,95,41,520	1,59,54,15,200	22,56,61,35,931.36	-
	67,600	10	595.68	4,02,67,968.00						-
November 22, 2024	2,500	10	84.47	2,11,175.00	Cash	Exercise of stock options held under the ESOP Plan	15,95,48,821	1,59,54,88,210	22,56,76,70,292.23	-
	3,576	10	120.87	4,32,231.12						
	1,225	10	786.91	9,63,964.75						
December 06, 2024	7,000	10	84.47	5,91,290.00	Cash	Exercise of stock options held under the ESOP Plan	15,95,67,284	1,59,56,72,840	22,57,16,60,930.04	-
	7,588	10	120.87	9,17,161.56						
	2,000	10	595.68	11,91,360.00						
	1,875	10	786.91	14,75,456.25						
December 20, 2024	1,000	10	27	27,000.00	Cash	Exercise of stock options held under the ESOP Plan	15,95,71,735	1,59,57,17,350	22,57,33,09,367.41	-
	1,576	10	120.87	1,90,491.12						
	1,875	10	786.91	14,75,456.25						
January 08, 2025	1,450	10	84.47	1,22,481.50	Cash	Exercise of stock options held under the	15,96,03,323	1,59,60,33,230	22,59,00,07,021.47	-
	9,888	10	120.87	11,95,162.56						
	1,250	10	595.68	7,44,600.00						

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	19,000	10	786.91	1,49,51,290.00		ESOP Plan				
February 05, 2025	100	10	786.91	78,691.00	Cash	Exercise of stock options held under the ESOP Plan	15,96,03,423	1,59,60,34,230	22,59,00,84,712.47	-
February 19, 2025	212 3,175	10 10	120.87 595.68	25,624.44 18,91,284.00	Cash	Exercise of stock options held under the ESOP Plan	15,96,06,810	1,59,60,68,100	22,59,19,67,750.91	-
March 10, 2025	775	10	595.68	4,61,652.00	Cash	Exercise of stock options held under the ESOP Plan	15,96,07,585	1,59,60,75,850	22,59,24,21,652.91	-
March 24, 2025	5,250 6,000 2,062 60,025 25,900 12,800	10 10 10 10 10 10	27 39.86 120.87 595.68 786.91 902.59	1,41,750.00 2,39,160.00 2,49,233.94 3,57,55,692.00 2,03,80,969.00 1,15,53,152.00	Cash	Exercise of stock options held under the ESOP Plan	15,97,19,622	1,59,71,96,220	22,65,96,21,239.85	-
May 12, 2025	8,630 2,775	10 10	595.68 786.91	51,40,718.40 21,83,675.25	Cash	Exercise of stock options held under the ESOP Plan	15,97,31,027	1,59,73,10,270	22,66,68,31,583.50	-
May 23, 2025	1,250 750	10 10	120.87 595.68	1,51,087.50 4,46,760.00	Cash	Exercise of stock options held under the ESOP Plan	15,97,33,027	1,59,73,30,270	22,66,74,09,431.00	-
June 05, 2025	163 5,000 225 445	10 10 10 10	120.87 595.68 786.91 902.59	19,701.81 29,78,400.00 1,77,054.75 4,01,652.55	Cash	Exercise of stock options held under the ESOP Plan	15,97,38,860	1,59,73,88,600	22,67,09,27,910.11	-
June 18, 2025	300 400 700	10 10 10	120.87 595.68 786.91	36,261.00 2,38,272.00 5,50,837.00	Cash	Exercise of stock options held under the	15,97,40,260	1,59,74,02,600	22,67,17,39,280.11	-

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						ESOP Plan				
July 03, 2025	1,825	10	120.87	2,20,587.75	Cash	Exercise of stock options held under the ESOP Plan	15,97,44,010	1,59,74,40,100	22,67,30,69,051.86	-
	1,925	10	595.68	11,46,684.00						
July 18, 2025	2,575	10	595.68	15,33,876.00	Cash	Exercise of stock options held under the ESOP Plan	15,97,47,060	1,59,74,70,600	22,67,50,01,158.11	-
	475	10	902.59	4,28,730.25						
Aug 07, 2025	1,250	10	120.87	1,51,087.50	Cash	Exercise of stock options held under the ESOP Plan	15,97,92,785	1,59,79,27,850	22,70,68,86,988.61	-
	14,975	10	595.68	89,20,308.00						
	29,000	10	786.91	2,28,20,390.00						
	500	10	902.59	4,51,295.00						
August 22, 2025	737	10	120.87	89,081.19	Cash	Exercise of stock options held under the ESOP Plan	15,98,04,647	1,59,80,46,470	22,71,47,13,042.55	-
	4,700	10	595.68	27,99,696.00						
	6,425	10	786.91	50,55,896.75						
September 08, 2025	535	10	120.87	64,665.45	Cash	Exercise of stock options held under the ESOP Plan	15,98,48,982	1,59,84,89,820	22,74,24,36,891.00	-
	33,900	10	595.68	2,01,93,552.00						
	8,875	10	786.91	69,83,826.25						
	1,025	10	902.59	9,25,154.75						
September 22, 2025	582	10	120.87	70,346.34	Cash	Exercise of stock options held under the ESOP Plan	15,98,78,624	1,59,87,86,240	22,76,17,01,592.14	-
	18,460	10	595.68	1,09,96,252.80						
	9,275	10	786.91	72,98,590.25						
	1,325	10	902.59	11,95,931.75						
October 08, 2025	5,750	10	120.87	6,95,002.50	Cash	Exercise of stock options held under the ESOP Plan	15,99,03,039	1,59,90,30,390	22,77,38,49,753.59	-
	15,940	10	595.68	94,95,139.20						
	2,225	10	786.91	17,50,874.75						
	500	10	902.59	4,51,295.00						
October 23, 2025	250	10	120.87	30,217.50	Cash	Exercise of stock options held under the ESOP Plan	15,99,14,289	1,59,91,42,890	22,78,23,56,550.59	-
	350	10	595.68	2,08,488.00						
	10,650	10	786.91	83,80,591.50						

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November 04, 2025	1,41 2	10	120.87	1,70,668.4 4	Cash	Exercise of stock options held under the ESOP Plan	15,99, 55,826	1,59,95 ,58,260	22,80,85, 00,191.28	-
	31,2 50	10	595.68	1,86,15,00 0.00						
	2,05 0	10	786.91	16,13,165. 50						
	6,82 5	10	902.59	61,60,176. 75						
November 19, 2025	406	10	120.87	49,073.22	Cash	Exercise of stock options held under the ESOP Plan	15,99, 81,632	1,59,98 ,16,320	22,82,85, 76,269.25	-
	7,77 5	10	595.68	46,31,412. 00						
	2,20 0	10	786.91	17,31,202. 00						
	15,4 25	10	902.59	1,39,22,45 0.75						
December 04, 2025	324	10	120.87	39,161.88	Cash	Exercise of stock options held under the ESOP Plan	16,00, 13,081	1,60,01 ,30,810	22,85,21, 17,681.38	-
	12,8 50	10	595.68	76,54,488. 00						
	2,87 5	10	786.91	22,62,366. 25						
	15,4 00	10	902.59	1,38,99,88 6.00						
December 19, 2025	824	10	120.87	99,596.88	Cash	Exercise of stock options held under the ESOP Plan	16,00, 80,005	1,60,08 ,00,050	22,89,86, 47,490.26	-
	35,7 00	10	595.68	2,12,65,77 6.00						
	13,8 75	10	786.91	1,09,18,37 6.25						
	16,5 25	10	902.59	1,49,15,29 9.75						
January 06, 2026	1,98 6	10	120.87	2,40,047.8 2	Cash	Exercise of stock options held under the ESOP Plan	16,01, 03,361	1,60,10 ,33,610	22,91,28, 49,691.93	-
	15,0 95	10	595.68	89,91,789. 60						
	3,97 5	10	786.91	31,27,967. 25						
	2,30 0	10	902.59	20,75,957. 00						
January 20, 2026	10,9 25	10	595.68	65,07,804. 00	Cash	Exercise of stock options held under the ESOP Plan	16,01, 14,286	1,60,11 ,42,860	22,91,92, 48,245.93	-
February 05, 2026	3,90 0	10	595.68	23,23,152. 00	Cash	Exercise of stock options held under the ESOP Plan	16,01, 25,211	1,60,12 ,52,110	22,92,73, 53,460.18	-
	4,00 0	10	786.91	31,47,640. 00						
	2,77 5	10	902.59	25,04,687. 25						
	250	10	955.94	2,38,985.0 0						
February 19, 2026	900	10	595.68	5,36,112.0 0	Cash	Exercise of stock options held under the ESOP Plan	16,01, 36,886	1,60,13 ,68,860	22,93,75, 38,241.93	-
	10,0 25	10	902.59	90,48,464. 75						
	750	10	955.94	7,16,955.0 0						

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March 05, 2026	5,100	10	595.68	30,37,968.00	Cash	Exercise of stock options held under the ESOP Plan	16,01,46,736	1,60,14,67,360	22,94,47,43,183.68	-
	500	10	786.91	3,93,455.00						
	3,575	10	902.59	32,26,759.25						
	675	10	955.94	6,45,259.50						
March 20, 2026	41,525	10	595.68	2,47,35,612.00	Cash	Exercise of stock options held under the ESOP Plan	16,01,96,031	1,60,19,60,310	22,97,56,41,880.48	-
	3,525	10	786.91	27,73,857.75						
	3,295	10	902.59	29,74,034.05						
	950	10	955.94	9,08,143.00						
April 20, 2026	4950	10	595.68	29,48,616.00	Cash	Exercise of stock options held under the ESOP Plan	16,02,02,831	1,60,20,28,310	22,98,00,82,391.98	-
	950	10	786.91	7,47,564.50						
	900	10	902.59	8,12,331.00						
May 13, 2026	17956	10	595.68	1,06,96,030.08	Cash	Exercise of stock options held under the ESOP Plan	16,02,22,787	1,60,22,27,870	22,99,21,98,954.06	-
	1600	10	786.91	12,59,056.00						
	400	10	902.59	3,61,036.00						
May 22, 2026	5800	10	595.68	34,54,944.00	Cash	Exercise of stock options held under the ESOP Plan	16,02,32,537.00	1,60,23,25,370.00	22,99,91,24,058.31	-
	175	10	786.91	1,37,710.00						-
	3350	10	902.59	30,23,678.00						-
	425	10	955.94	4,06,275.00						-
June 08, 2026	10820	10	595.68	64,45,258.00	Cash	Exercise of stock options held under the ESOP Plan	16,02,47,885.00	1,60,24,78,850.00	23,00,96,79,078.31	-
	4100	10	902.59	37,00,619.00						-
	428	10	955.94	4,09,143.00						-
June 23, 2026	9075	10	595.68	54,05,796.00	Cash	Exercise of stock options held under the ESOP Plan	16,02,59,533.00	1,60,25,95,330.00	23,01,73,26,898.31	-
	1075	10	786.91	8,45,929.00						-
	673	10	902.59	6,07,444.00						-
	825	10	955.94	7,88,651.00						-
July 06, 2026	16400	10	595.68	97,69,152.00	Cash	Exercise of stock options held under the ESOP Plan	16,02,85,635.00	1,60,28,56,350.00	23,03,55,40,130.31	-
	3500	10	786.91	27,54,185.00						-
	4477	10	902.59	40,40,898.00						-
	1725	10	955.94	16,48,997.00						-

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July 20, 2026	4750	10	595.68	28,29,480.00	Cash	Exercise of stock options held under the ESOP Plan	16,03,10,010.00	1,60,31,00,100.00	23,05,49,18,086.31	-
	10600	10	786.91	83,41,248.00						-
	7875	10	902.59	71,07,897.00						-
	1150	10	955.94	10,99,331.00						-
August 06, 2026	11225	10	595.68	66,86,508.00	Cash	Exercise of stock options held under the ESOP Plan	16,04,11,330.00	1,60,41,13,300.00	23,14,19,02,657.31	-
	9350	10	786.91	73,57,610.00						-
	79605	10	902.59	7,18,50,681.00						-
	1140	10	955.94	10,89,772.00						-
August 20, 2026	16,325	10	595.68	97,24,476	Cash	Exercise of stock options held under the ESOP Plan	16,04,54,355	1,60,45,43,550	23,17,55,92,358.31	-
	1,250	10	786.91	9,83,638						-
	25,250	10	902.59	2,27,90,399						-
	200	10	955.94	1,91,188						-
September 04, 2026	7,825	10	595.68	46,61,196	Cash	Exercise of stock options held under the ESOP Plan	16,04,84,490	1,60,48,44,900	23,20,07,21,578.31	-
	1,760	10	786.91	13,84,963						-
	10,525	10	902.59	94,99,762						-
	10,025	10	955.94	95,83,299						-

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

NIL.

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

TYPE OF EVENT	DATE OF ANNOUNCEMENT	DATE OF COMPLETION	DETAILS
NIL	NIL	NIL	NIL

(f) **Details of the shareholding of the Company as at the latest quarter end, i.e. June 30, 2026 as per the format specified under the listing regulations:**

The shareholding pattern of the Issuer as of the last quarter end, i.e., June 30, 2026, prepared in accordance with the LODR Regulations is set out in **Annexure XIII**.

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

S. NO.	NAME OF THE SHAREHOLDERS	TOTAL NUMBER OF EQUITY SHARES	NUMBER OF SHARES IN DEMAT FORM	TOTAL SHAREHOLDING AS PERCENTAGE (%) OF TOTAL NO.
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				OF EQUITY SHARES
1	Creditaccess India B.V.	10,61,09,028	10,61,09,028	66.21%
2	Government Pension Fund Global	33,21,280	33,21,280	2.07%
3	Schroder International Selection Fund Global Emerg	30,60,407	30,60,407	1.90%
4	Edelweiss Trusteeship Co Ltd Ac- Edelweiss MF Ac-Edelweiss Mid Cap Fund	19,76,141	19,76,141	1.23%
5	Axis Mutual Fund Trustee Limited A/C Axis Mutual Fund A/C Axis Small Cap Fund	15,32,673	15,32,673	0.95%
6	Bowhead India Fund	14,68,108	14,68,108	0.91%
7	ICICI Prudential Multicap Fund	12,20,122	12,20,122	0.76%
8	Canara Robeco Mutual Fund A/C Canara Robeco Smallcap Fund	11,34,157	11,34,157	0.70%
9	Aditya Birla Sun Life Trustee Private Limited A/C aditya Birla Sun Life Flexi Cap Fund	9,89,859	9,89,859	0.61%
10	UTI-MID Cap Fund	8,40,000	8,40,000	0.52%

6.11 Following details regarding the directors of the Company:

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

As of the date of this Key Information Document, the details of the Issuer's directors are as follows:

NAME	DESIGNATION	DIN	AGE (IN YEARS)	ADDRESS	DATE OF APPOINTMENT	DETAILS OF OTHER DIRECTORSHIPS
Mr. Manoj Kumar	Independent Director	02924675	61	Villa 180, Adarsh Palm Retreat, Phase 1, Outer Ring Road, Devara Beesana Halli, Bangalore – 560 103	30-10-2019	1. Voxelgrids Innovations Private Limited 2. Krishi Kalpa Foundation 3. Foundation for Aerospace Innovation Research & Entrepreneurship

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NAME	DESIGNATION	DIN	AGE (IN YEARS)	ADDRESS	DATE OF APPOINTMENT	DETAILS OF OTHER DIRECTORSHIPS
						4. Sustain Plus Energy Foundation 5. Kanpur Flowercycling Private Limited 6. Malgharia Advisors Private Limited 7. Centre for Cellular and Molecular Platforms 8. Foundation for Innovation and Social Entrepreneurship
Mr. Paolo Brichetti	Vice-Chairman & Non-Executive Director	01908040	62	Strada Cantonale 110, 6534 San Vittore, Switzerland	21-10-2022	1. Istituto Atesino di Sviluppo SpA 2. FT AgriOils SA 3. Credit Access India B.V. 4. Credit Access SEA B.V.
Mr. Ganesh Narayanan	Managing Director & CEO	09120748	50	L1101 SNN Raj Lakeview Phase 1, 29th Main Road NS Palya, Near Jain Temple, BTM 2nd Stage, Bangalore South, Bengaluru, Kamataka, 560076	05-08-2025	Member of the Governing board of Microfinance Industry Network (MFIN)
Mr. Udaya Kumar Hebbar	Non-Executive Director	07235226	65	1001/C-2, South City, Arkere Mica Layout, Off	05-08-2025	1. Alpha Micro Finance Consultants

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NAME	DESIGNATION	DIN	AGE (IN YEARS)	ADDRESS	DATE OF APPOINTMENT	DETAILS OF OTHER DIRECTORSHIPS
				Bannargatta Road, Bangalore-76		Private Limited (under liquidation) 2. Credit Access India B. V. (Supervisory Board Member) 3. Credit Access India Foundation 4. Credit Access Life Insurance Limited 5. Ametra Investment Managers Private Limited
Ms. Lilian Jessie Paul	Independent Director	02864506	56	Villa 1, Prestige Cedars, No. 07, Convent Road, Richmond Town, Bangalore, Karnataka 560025	16-09-2020	1. Bajaj Consumer Care Limited 2. Paul Writers Strategic Services Private Limited 3. PB Fintech Limited 4. Policybazaar Insurance Brokers Private Limited 5. CIEL HR Services Limited
Mr. Massimo Vita	Non-Executive Director	07863194	53	3A, Polo Residence, 20 Soi Polo, Wireless Road, Lumpini,	25-07-2017	1. PT Konsultas Mikro Ventura

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NAME	DESIGNATION	DIN	AGE (IN YEARS)	ADDRESS	DATE OF APPOINTMENT	DETAILS OF OTHER DIRECTORSHIPS
				Patumwan, Bangkok 10330		2. CAA-BOS Limited 3. Credit Access Philippines Financing Company Inc 4. Microfinanza Rating S.R.L. 5. Asia Impact + SG Pte. Limited 6. MFR Credit Ratings S.R.L. – Italy 7. Creditas Solutions Private Limited 8. Machinemas Integration Services Private Limited 9. Banyan Nation. Inc 10. Alfagiakama Holding S.R.L.
Mr. Sumit Kumar	Non-Executive Director	07415525	50	B-1/1501, World Spa, Sector 30, Gurgaon-122001	16-08-2016	1. Olympus Capital Holdings Asia India Advisors Private limited 2. Manak Waste Management Private Limited
Ms. Rekha Gopal Warriar	Independent Director	08152356	68	903, Cosmos Prime, Magarpatta City, Hadapsar, Pune -411028	21-10-2022	1. 360 ONE PRIME Limited 2. IIFL Capital

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NAME	DESIGNATION	DIN	AGE (IN YEARS)	ADDRESS	DATE OF APPOINTMENT	DETAILS OF OTHER DIRECTORSHIPS
						Services Limited 3. Sun Pharma Advanced Research Company Ltd

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

Please refer Section 6.11(b) of the General Information Document for the details of change in directors of the Issuer for the Financial Years ended March 31, 2024, March 31, 2025 and March 31, 2026, and current Financial Year (as of the date of the General Information Document). There are no changes to the information set out in the General Information Document as of the date of this Key Information Document.

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

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

By/in the Issuer:

(Amt – Rs. in crores)

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 June 30, 2026)	
1.	Mr. Manoj Kumar	0.53	0.55	0.53	0.095	-
2.	Mr. Paolo Brichetti	0.09	0.12	0.11	0.048	13 shares ^{\$}
3.	Mr. Ganesh Narayanan [#]	-	-	5.65	0.46	Shareholding ^{\$} - 2,375 Shares, Total ESOP Grant - 3,88,900
4.	Mr. Udaya Kumar Hebbar [@]	5.30	13.36	10.90	0.086	Shareholding ^{\$} - 3,09,878 shares, Total ESOP Grant - 13,04,500
5.	Ms. Lilian Jessie Paul	0.44	0.45	0.51	0.088	-
6.	Mr. Massimo Vita	0.17	0.19	0.27	0.125	-
7.	Mr. Sumit Kumar	0.12	0.16	0.18	0.086	-
8.	Ms. Rekha Gopal Warriar	0.37	0.43	0.50	0.083	-

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[#]Appointed as Managing Director & CEO w.e.f. 05-08-2025. His overall remuneration includes perquisites & benefits

[@] Served as Managing Director until 25-06-2025. Subsequently, he was appointed as a Non- Executive Director w.e.f. 05-08-2025, Hence, his overall remuneration for 2025-26 includes perquisites & benefits and sitting fees

^{\$} shareholding as on 22-05-2026.

^{**} The Remuneration details for the current Financial Year i.e. FY27 are not yet finalised as on the date of this Key Information Document and the required disclosure will be made in accordance with the Companies Act and SEBI LODR Regulations.

By/ in the subsidiaries of the Issuer:

S. NO.	NAME OF THE DIRECTOR	REMUNERATION PAYABLE/PAID BY THE SUBSIDIARIES OF THE ISSUER				SHAREHOLDING IN THE SUBSIDIARIES OF THE ISSUER (ON A FULLY DILUTED BASIS)
		FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27 (Current Year)	
1.	N.A.	N.A.	N.A.	N.A.	N.A.	N.A.

By/ in the associate of the Issuer:

S. NO.	NAME OF THE DIRECTOR	REMUNERATION PAYABLE/PAID BY THE SUBSIDIARIES OF THE ISSUER				SHAREHOLDING IN THE SUBSIDIARIES OF THE ISSUER (ON A FULLY DILUTED BASIS)
		FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27 (Current Year)	
1.	N.A.	N.A.	N.A.	N.A.	N.A.	N.A.

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

Of the Issuer:

N.A.

Of the subsidiaries of the Issuer:

N.A.

Of the associate companies of the Issuer:

N.A.

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

A. in the promotion of the issuer company; or

Please refer Section 6.11(c)(iii)(A) of the General Information Document.

B. in any immoveable property acquired by the issuer company in the two years preceding the date of the issue document or any immoveable property proposed to be acquired by it; or

Please refer Section 6.11(c)(iii)(B) of the General Information Document.

C. where the interest of such a director consists in being a member of a firm or company, the nature and extent of his interest in the firm or company, with a statement of all sums paid or agreed to be paid to him or to the firm or company in cash or shares or otherwise by any person either to induce him to become,

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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)(C) of the General Information Document.

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

NIL.

- 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.**

NIL.

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

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

As of the date of this Key Information Document, the details of the auditor of the Issuer are as follows:

NAME OF THE AUDITOR	ADDRESS	DATE OF APPOINTMENT
M/s Sundaram & Srinivasan	No.23, CP Ramasamy Road, Alwarpet, Chennai – 600 018 Tamil Nadu, India	03-07-2026
Walker Chandiok & Co LLP, Chartered Accountants	16th Floor, Tower III One International Center S B Marg, Prabhadevi (W)	August 12, 2024

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

As of the date of this Key Information Document, the details of change in auditors of the Issuer for the Financial Years ended March 31, 2024, March 31, 2025, and March 31, 2026 and the current Financial Year are as follows:

NAME OF THE AUDITOR	ADDRESS	DATE OF APPOINTMENT	DATE OF CESSATION, IF APPLICABLE	DATE OF RESIGNATION, IF APPLICABLE
M/s Deloitte Haskins & Sells	ASV Ramana Tower, 52, Venkatnarayana Road, T. Nagar, Chennai – 600 017	11-08-2020	25-08-2023	-
M/s PKF Sridhar & Santhanam LLP	No. 91 & 92, VII Floor, KRD Gee Gee Crystal, Dr. Radhakrishnan Salai, Mylapore, Chennai, Tamil Nadu – 600 004	17-03-2022	12-08-2024	-
M/s Varma & Varma, Chartered Accountants	# 424, 4th C Main 6th Cross, OMBR Layout Banaswadi Bengaluru - 560 043 Karnataka, India	25-08-2023	03-07-2026	-

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M/s. Walker Chandio & Co LLP	16th Floor, Tower III One International Center S B Marg, Prabhadevi (W) Mumbai – 400 013 Maharashtra, India	12-08-2024	-	-
M/s Sundaram & Srinivasan	No.23, CP Ramasamy Road, Alwarpet, Chennai – 600 018 Tamil Nadu, India	03-07-2026	-	-

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 the end of the last quarter, i.e., June 30, 2026:

NAME OF LENDER	TYPE OF FACILITY	AMOUNT SANCTIONED (IN INR)	PRINCIPAL AMT OUTSTANDING (INR)	REPAYMENT FREQUENCY	TERM	SECURITY	CREDIT RATING, IF APPLICABLE	ASSET CLASSIFICATION
Axis Bank Limited	Term Loan - Bank	12,00,00,00,000	45,45,45,515	Monthly	24 Months	110% Hypothecation of Book Debts	AA-	STANDARD
Axis Bank Limited	Term Loan - Bank	3,00,00,00,000	86,36,36,385	Monthly	24 Months	107.5% Hypothecation of Book Debts	AA-	STANDARD
Axis Bank Limited	Term Loan - Bank	2,50,00,00,000	1,18,75,00,000	Quarterly	24 Months	107.5% Hypothecation of Book Debts	AA-	STANDARD
Axis Bank Limited	Term Loan - Bank	7,00,00,00,000	4,62,50,00,000	Quarterly	24 Months	107.5% Hypothecation of Book Debts	AA-	STANDARD
Axis Bank Limited	Term Loan - Bank	7,00,00,00,000	6,20,91,66,667	Quarterly	24 Months	107.5% Hypothecation of Book Debts	AA-	STANDARD
AU Small Finance Bank	Term Loan - Bank	1,00,00,00,000	93,33,33,334	Monthly	32 Months	110% Hypothecation of Book Debts	AA-	STANDARD
Bandhan Bank	Term Loan - Bank	2,50,00,00,000	41,66,66,669	Quarterly	36 Months	110% Hypothecation of Book Debts	AA-	STANDARD
Bandhan Bank	Term Loan - Bank	1,50,00,00,000	87,50,00,000	Quarterly	36 Months	110% Hypothecation of Book Debts	AA-	STANDARD
Bandhan Bank	Term Loan - Bank	3,00,00,00,000	2,50,00,00,002	Quarterly	36 Months	110% Hypothecation of Book Debts	AA-	STANDARD
Bandhan Bank	Term Loan - Bank	2,50,00,00,000	2,50,00,00,000	Quarterly	36 Months	110% Hypothecation of Book Debts	AA-	STANDARD
Bank of Baroda	Term Loan - Bank	5,00,00,00,000	55,05,83,830	Monthly	36 Months	110% Hypothecation of Book Debts	AA-	STANDARD

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Bank of Baroda	Term Loan - Bank	5,00,00,00,000	91,56,98,560	Mont hly	36 Mo nths	110% Hypothecation of Book Debts	AA-	STAND ARD
Bank of Baroda	Term Loan - Bank	2,50,00,00,000	83,24,70,217	Mont hly	36 Mo nths	110% Hypothecation of Book Debts	AA-	STAND ARD
Bank of Baroda	Term Loan - Bank	3,00,00,00,000	1,49,93,74,440	Mont hly	36 Mo nths	110% Hypothecation of Book Debts	AA-	STAND ARD
Bank of Baroda	Term Loan - Bank	2,00,00,00,000	1,13,88,889	Mont hly	36 Mo nths	110% Hypothecation of Book Debts	AA-	STAND ARD
Bank of Baroda	Term Loan - Bank	5,00,00,00,000	4,34,72,21,889	Mont hly	36 Mo nths	110% Hypothecation of Book Debts	AA-	STAND ARD
Bank Of China	Term Loan - Bank	50,00,00,000	50,00,00,000	Bullet	36 Mo nths	110% Hypothecation of Book Debts	AA-	STAND ARD
BNP Paribas	Term Loan - Bank	2,00,00,00,000	1,00,00,00,000	Quart erly	24 Mo nths	100% Hypothecation of Book Debts	AA-	STAND ARD
BNP Paribas	Term Loan - Bank	1,00,00,00,000	87,50,00,000	Quart erly	24 Mo nths	100% Hypothecation of Book Debts	AA-	STAND ARD
Citibank N.A.	Term Loan - Bank	1,00,00,00,000	12,50,00,000	Quart erly	24 Mo nths	110% Hypothecation of Book Debts	AA-	STAND ARD
Citibank N.A.	Term Loan - Bank	1,70,00,00,000	1,02,00,00,000	Half Yearl y	36 Mo nths	110% Hypothecation of Book Debts	AA-	STAND ARD
CTBC Bank Co. Ltd.	Term Loan - Bank	90,00,00,000	75,00,00,000	Half Yearl y	36 Mo nths	110% Hypothecation of Book Debts	AA-	STAND ARD
CSB Bank	Term Loan - Bank	1,00,00,00,000	49,99,99,400	Mont hly	36 Mo nths	110% Hypothecation of Book Debts	AA-	STAND ARD
CSB Bank	Term Loan - Bank	1,00,00,00,000	97,05,88,200	Mont hly	36 Mo nths	110% Hypothecation of Book Debts	AA-	STAND ARD
DCB Bank Limited	Term Loan - Bank	1,00,00,00,000	25,00,00,000	Mont hly	36 Mo nths	100% Hypothecation of Book Debts	AA-	STAND ARD
DCB Bank Limited	Term Loan - Bank	80,00,00,000	62,22,22,222	Mont hly	36 Mo nths	105% Hypothecation of Book Debts	AA-	STAND ARD
DBS Bank India Limited	Term Loan - Bank	3,00,00,00,000	18,18,18,182	Mont hly	36 Mo nths	110% Hypothecation of Book Debts	AA-	STAND ARD
DBS Bank India Limited	Term Loan - Bank	2,80,00,00,000	63,33,33,334	Mont hly	36 Mo nths	110% Hypothecation of Book Debts	AA-	STAND ARD
DBS Bank India Limited	Term Loan - Bank	3,00,00,00,000	1,72,72,72,727	Mont hly	36 Mo nths	110% Hypothecation of Book Debts	AA-	STAND ARD
DBS Bank India Limited	Term Loan - Bank	2,50,00,00,000	1,96,96,96,970	Mont hly	36 Mo nths	110% Hypothecation of Book Debts	AA-	STAND ARD
DBS Bank India Limited	Term Loan - Bank	3,00,00,00,000	2,90,90,90,909	Mont hly	36 Mo nths	110% Hypothecation of Book Debts	AA-	STAND ARD

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DBS Bank India Limited	Term Loan - Bank	2,20,00,00,000	2,20,00,00,000	Monthly	36 Months	110% Hypothecation of Book Debts	AA-	STANDARD
Doha Bank QPSC	Term Loan - Bank	25,50,00,000	6,37,50,000	Quarterly	36 Months	110% Hypothecation of Book Debts	AA-	STANDARD
Doha Bank QPSC	Term Loan - Bank	14,50,00,000	7,25,00,000	Quarterly	36 Months	110% Hypothecation of Book Debts	AA-	STANDARD
Doha Bank QPSC	Term Loan - Bank	30,00,00,000	30,00,00,000	Quarterly	12 Months	110% Hypothecation of Book Debts	AA-	STANDARD
Equitas Small Finance Bank	Term Loan - Bank	1,00,00,00,000	74,98,00,000	Quarterly	36 Months	110% Hypothecation of Book Debts	AA-	STANDARD
The Federal Bank Limited	Term Loan - Bank	2,00,00,00,000	9,06,46,077	Monthly	36 Months	110% Hypothecation of Book Debts	AA-	STANDARD
The Federal Bank Limited	Term Loan - Bank	2,00,00,00,000	75,75,76,156	Monthly	36 Months	110% Hypothecation of Book Debts	AA-	STANDARD
The Federal Bank Limited	Term Loan - Bank	2,00,00,00,000	1,18,18,18,82	Monthly	36 Months	110% Hypothecation of Book Debts	AA-	STANDARD
The Federal Bank Limited	Term Loan - Bank	1,00,00,00,000	78,78,78,788	Monthly	36 Months	110% Hypothecation of Book Debts	AA-	STANDARD
The Federal Bank Limited	Term Loan - Bank	1,50,00,00,000	1,50,00,00,000	Monthly	36 Months	110% Hypothecation of Book Debts	AA-	STANDARD
The Federal Bank Limited	Term Loan - Bank	1,50,00,00,000	1,50,00,00,000	Monthly	36 Months	110% Hypothecation of Book Debts	AA-	STANDARD
HDFC Bank Limited	Term Loan - Bank	7,00,00,00,000	32,94,11,765	Monthly	36 Months	105% Hypothecation of Book Debts	AA-	STANDARD
HDFC Bank Limited	Term Loan - Bank	5,50,00,00,000	21,87,50,000	Monthly	24 Months	105% Hypothecation of Book Debts	AA-	STANDARD
HDFC Bank Limited	Term Loan - Bank	3,50,00,00,000	3,50,00,00,000	Monthly	24 Months	105% Hypothecation of Book Debts	AA-	STANDARD
HSBC Bank	Term Loan - Bank	3,45,00,00,000	22,08,33,330	Monthly	36 Months	110% Hypothecation of Book Debts	AA-	STANDARD
HSBC Bank	Term Loan - Bank	2,50,00,00,000	27,22,22,222	Monthly	36 Months	110% Hypothecation of Book Debts	AA-	STANDARD
HSBC Bank	Term Loan - Bank	2,50,00,00,000	4,16,66,659	Monthly	24 Months	110% Hypothecation of Book Debts	AA-	STANDARD
HSBC Bank	Term Loan - Bank	1,50,00,00,000	20,83,33,333	Monthly	24 Months	110% Hypothecation of Book Debts	AA-	STANDARD
HSBC Bank	Term Loan - Bank	3,75,00,00,000	93,75,00,000	Monthly	24 Months	110% Hypothecation of Book Debts	AA-	STANDARD
HSBC Bank	Term Loan - Bank	4,00,00,00,000	1,70,83,33,333	Monthly	24 Months	110% Hypothecation of Book Debts	AA-	STANDARD

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HSBC Bank	Term Loan - Bank	3,00,00,00,000	2,04,16,66,667	Mont hly	36 Mo nths	110% Hypothecation of Book Debts	AA-	STAND ARD
HSBC Bank	Term Loan - Bank	4,00,00,00,000	3,54,16,66,667	Mont hly	36 Mo nths	110% Hypothecation of Book Debts	AA-	STAND ARD
HSBC Bank	Term Loan - Bank	5,00,00,00,000	4,91,66,66,667	Mont hly	36 Mo nths	110% Hypothecation of Book Debts	AA-	STAND ARD
ICICI Bank Limited	Term Loan - Bank	20,00,00,00,000	16,66,66,667	Mont hly	27 Mo nths	110% Hypothecation of Book Debts	AA-	STAND ARD
ICICI Bank Limited	Term Loan - Bank	5,00,00,00,000	4,00,00,00,00	Quart erly	24 Mo nths	110% Hypothecation of Book Debts	AA-	STAND ARD
ICICI Bank Limited	Term Loan - Bank	3,00,00,00,000	3,00,00,00,00	Quart erly	24 Mo nths	110% Hypothecation of Book Debts	AA-	STAND ARD
ICICI Bank Limited	Term Loan - Bank	2,50,00,00,000	2,50,00,00,00	Quart erly	24 Mo nths	110% Hypothecation of Book Debts	AA-	STAND ARD
ICICI Bank Limited	Term Loan - Bank	2,50,00,00,000	2,50,00,00,00	Quart erly	36 Mo nths	110% Hypothecation of Book Debts	AA-	STAND ARD
IDBI Bank	Term Loan - Bank	2,50,00,00,000	70,83,33,328	Mont hly	27 Mo nths	110% Hypothecation of Book Debts	AA-	STAND ARD
IDBI Bank	Term Loan - Bank	2,50,00,00,000	2,50,00,00,00	Mont hly	27 Mo nths	110% Hypothecation of Book Debts	AA-	STAND ARD
IDFC First Bank	Term Loan - Bank	5,00,00,00,000	2,48,61,11,091	Mont hly	36 Mo nths	110% Hypothecation of Book Debts	AA-	STAND ARD
IDFC First Bank	Term Loan - Bank	5,00,00,00,000	2,89,44,44,40	Mont hly	36 Mo nths	110% Hypothecation of Book Debts	AA-	STAND ARD
IDFC First Bank	Term Loan - Bank	5,00,00,00,000	4,93,75,00,00	Mont hly	48 Mo nths	110% Hypothecation of Book Debts	AA-	STAND ARD
Punjab National Bank	Term Loan - Bank	2,50,00,00,000	78,78,47,273	Mont hly	36 mo nths	110% Hypothecation of Book Debts	AA-	STAND ARD
Punjab National Bank	Term Loan - Bank	2,50,00,00,000	1,51,81,81,24	Mont hly	36 mo nths	110% Hypothecation of Book Debts	AA-	STAND ARD
Punjab & Sind Bank	Term Loan - Bank	1,00,00,00,000	45,38,70,238	Quart erly	36 mo nths	110% Hypothecation of Book Debts	AA-	STAND ARD
Punjab & Sind Bank	Term Loan - Bank	1,00,00,00,000	74,98,00,000	Quart erly	36 Mo nths	110% Hypothecation of Book Debts	AA-	STAND ARD
Qatar National Bank (Q.P.S.C)	Term Loan - Bank	55,00,00,00,00	22,91,66,667	Quart erly	36 Mo nths	110% Hypothecation of Book Debts	AA-	STAND ARD
RBL Bank Limited	Term Loan - Bank	2,50,00,00,000	2,35,29,437	Mont hly	36 Mo nths	110% Hypothecation of Book Debts	AA-	STAND ARD
RBL Bank Limited	Term Loan - Bank	3,00,00,00,000	2,90,00,00,00	Quart erly	36 Mo nths	110% Hypothecation of Book Debts	AA-	STAND ARD

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Karnataka Bank Limited	Term Loan - Bank	1,00,00,00,000	20,00,00,000	Quarterly	36 Months	110% Hypothecation of Book Debts	AA-	STANDARD
Karnataka Bank Limited	Term Loan - Bank	1,00,00,00,000	30,00,00,000	Quarterly	36 Months	110% Hypothecation of Book Debts	AA-	STANDARD
Karnataka Bank Limited	Term Loan - Bank	2,00,00,00,000	1,00,00,00,000	Quarterly	48 Months	110% Hypothecation of Book Debts	AA-	STANDARD
Karur Vysya Bank	Term Loan - Bank	50,00,00,000	9,09,09,095	Monthly	36 Months	110% Hypothecation of Book Debts	AA-	STANDARD
Karur Vysya Bank	Term Loan - Bank	1,00,00,00,000	83,33,33,333	Half Yearly	36 Months	110% Hypothecation of Book Debts	AA-	STANDARD
Kotak Mahindra Bank	Term Loan - Bank	2,00,00,00,000	27,08,33,334	Monthly	26 Months	110% Hypothecation of Book Debts	AA-	STANDARD
Kotak Mahindra Bank	Term Loan - Bank	2,00,00,00,000	86,45,83,334	Monthly	24 Months	110% Hypothecation of Book Debts	AA-	STANDARD
Kotak Mahindra Bank	Term Loan - Bank	3,50,00,00,000	2,70,95,83,333	Monthly	24 Months	110% Hypothecation of Book Debts	AA-	STANDARD
Kotak Mahindra Bank	Term Loan - Bank	3,00,00,00,000	2,87,50,00,000	Monthly	26 Months	110% Hypothecation of Book Debts	AA-	STANDARD
Kookmin Bank	Term Loan - Bank	55,00,00,000	48,12,50,000	Quarterly	24 Months	110% Hypothecation of Book Debts	AA-	STANDARD
KEB Hana Bank	Term Loan - Bank	70,00,00,000	17,50,00,000	Quarterly	24 Months	110% Hypothecation of Book Debts	AA-	STANDARD
Odisha Gramya Bank	Term Loan - Bank	2,50,00,00,000	45,45,45,552	Monthly	36 Months	110% Hypothecation of Book Debts	AA-	STANDARD
SBM Bank (India) Limited	Term Loan - Bank	1,00,00,00,000	80,55,55,554	Monthly	36 months	110% Hypothecation of Book Debts	AA-	STANDARD
SBM Bank (India) Limited	Term Loan - Bank	60,00,00,000	53,33,33,332	Monthly	36 months	110% Hypothecation of Book Debts	AA-	STANDARD
State Bank of India	Term Loan - Bank	10,00,00,00,000	66,46,15,201	Monthly	36 Months	110% Hypothecation of Book Debts	AA-	STANDARD
State Bank of India	Term Loan - Bank	5,00,00,00,000	3,49,97,00,000	Monthly	36 Months	110% Hypothecation of Book Debts	AA-	STANDARD
Standard Chartered Bank	Term Loan - Bank	4,28,97,50,000	4,28,97,50,000	Half Yearly	24 Months	110% Hypothecation of Book Debts	AA-	STANDARD
South Indian Bank	Term Loan - Bank	1,50,00,00,000	50,00,00,000	Quarterly	24 Months	110% Hypothecation of Book Debts	AA-	STANDARD
Unity Small Finance Bank Limited	Term Loan - Bank	50,00,00,000	41,66,66,666	Quarterly	36 Months	110% Hypothecation of Book Debts	AA-	STANDARD
Unity Small Finance	Term Loan - Bank	30,00,00,000	27,50,00,000	Quarterly	36 Months	110% Hypothecation of Book Debts	AA-	STANDARD

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Bank Limited								
Utkarsh Small Finance Bank	Term Loan - Bank	40,00,00,000	7,77,77,752	Mont hly	36 Mo nths	110% Hypothecation of Book Debts	AA-	STAND ARD
Utkarsh Small Finance Bank	Term Loan - Bank	50,00,00,000	48,64,86,486	Mont hly	37 Mo nths	110% Hypothecation of Book Debts	AA-	STAND ARD
Union Bank of India	Term Loan - Bank	2,00,00,00,000	1,83,33,33,33	Quart erly	36 Mo nths	111% Hypothecation of Book Debts	AA-	STAND ARD
Ujjivan Small Finance Bank	Term Loan - Bank	1,50,00,00,000	34,37,50,000	Mont hly	24 Mo nths	110% Hypothecation of Book Debts	AA-	STAND ARD
Ujjivan Small Finance Bank	Term Loan - Bank	1,90,00,00,000	1,90,00,00,000	Bullet	12 Mo nths	110% Hypothecation of Book Debts	AA-	STAND ARD
Yes Bank	Term Loan - Bank	8,25,00,00,000	2,05,62,50,000	Mont hly	24 Mo nths	110% Hypothecation of Book Debts	AA-	STAND ARD
Yes Bank	Term Loan - Bank	6,00,00,00,000	4,13,88,88,89	Mont hly	36 Mo nths	110% Hypothecation of Book Debts	AA-	STAND ARD
Yes Bank	Term Loan - Bank	10,00,00,00,000	8,97,22,22,22	Mont hly	36 Mo nths	110% Hypothecation of Book Debts	AA-	STAND ARD
City Union Bank	Term Loan - Bank	1,00,00,00,000	24,99,99,994	Quart erly	36 Mo nths	110% Hypothecation of Book Debts	AA-	STAND ARD
City Union Bank	Term Loan - Bank	75,00,00,000	75,00,00,000	Quart erly	36 Mo nths	110% Hypothecation of Book Debts	AA-	STAND ARD
City Union Bank	Term Loan - Bank	6,00,00,00,000	29,57,153	Mont hly	60 Mo nths	110% Hypothecation of Book Debts	AA-	STAND ARD
Industrial and Commercial Bank of China Limited	Term Loan - Bank	80,00,00,000	46,66,66,662	Quart erly	36 Mo nths	110% Hypothecation of Book Debts	AA-	STAND ARD
IndusInd Bank	Term Loan - Bank	4,50,00,00,000	4,12,50,00,000	Mont hly	36 Mo nths	110% Hypothecation of Book Debts	AA-	STAND ARD
Canara Bank	Term Loan - Bank	35,00,00,000	34,03,00,000	Mont hly	36 Mo nths	111% Hypothecation of Book Debts	AA-	STAND ARD
NABARD	Term Loan - FI	1,40,00,00,000	2,80,00,000	Quart erly	60 Mo nths	110% Hypothecation of Book Debts	NA	STAND ARD
NABARD	Term Loan - FI	3,00,00,00,000	18,00,00,000	Quart erly	60 Mo nths	110% Hypothecation of Book Debts	NA	STAND ARD
NABARD	Term Loan - FI	5,00,00,00,000	2,92,50,00,000	Quart erly	34 Mo nths	110% Hypothecation of Book Debts	AA-	STAND ARD

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NABARD	Term Loan - FI	2,00,00,00,000	1,80,00,00,000	Quarterly	34 Months	110% Hypothecation of Book Debts	AA-	STANDARD
SIDBI	Term Loan - FI	15,00,00,00,000	1,51,76,00,000	Monthly	36 Months	110% Hypothecation of Book Debts	AA-	STANDARD
SIDBI	Term Loan - FI	2,00,00,00,000	1,23,56,00,000	Monthly	36 Months	110% Hypothecation of Book Debts	AA-	STANDARD
MUDRA	Term Loan - FI	2,00,00,00,000	2,00,00,00,000	Quarterly	33 Months	110% Hypothecation of Book Debts	AA-	STANDARD
Aditya Birla Finance Ltd	Term Loan - NBFC	1,00,00,00,000	8,74,99,997	Quarterly	36 Months	110% Hypothecation of Book Debts	AA-	STANDARD
Bajaj Finance Limited	Term Loan - NBFC	2,50,00,00,000	38,85,71,386	Monthly	36 Months	110% Hypothecation of Book Debts	AA-	STANDARD
Bajaj Finance Limited	Term Loan - NBFC	1,50,00,00,000	80,14,28,551	Monthly	36 Months	110% Hypothecation of Book Debts	AA-	STANDARD
Bajaj Finance Limited	Term Loan - NBFC	1,50,00,00,000	1,32,85,71,428	Monthly	36 Months	110% Hypothecation of Book Debts	AA-	STANDARD
Hero Fincorp Limited	Term Loan - NBFC	1,50,00,00,000	1,32,67,26,275	Monthly	36 Months	110% Hypothecation of Book Debts	AA-	STANDARD
Nabkisan Finance Limited	Term Loan - NBFC	80,00,00,000	26,66,66,667	Quarterly	36 Months	110% Hypothecation of Book Debts	AA-	STANDARD
Nabkisan Finance Limited	Term Loan - NBFC	50,00,00,000	33,33,33,333	Half Yearly	36 Months	110% Hypothecation of Book Debts	AA-	STANDARD
Nabkisan Finance Limited	Term Loan - NBFC	1,00,00,00,000	91,66,66,667	Quarterly	36 Months	110% Hypothecation of Book Debts	AA-	STANDARD
BlueOrchard Microfinance Fund	ECB	1,55,16,00,000	77,58,00,000	Yearly	60 Months	105% Hypothecation of Book Debts	NA	STANDARD
International Finance Corporation	ECB	8,87,80,00,000	8,87,80,00,000	Half Yearly	60 Months	110% Hypothecation of Book Debts	NA	STANDARD
HSBC Syndication 1:	ECB	7,40,84,00,000	1,48,16,80,000	Half Yearly	48 Months	100% Hypothecation of Book Debts	NA	STANDARD
HSBC Syndication 2:	ECB	7,03,50,00,000	7,00,87,50,000	Quarterly	43 Months	110% Hypothecation of Book Debts	NA	STANDARD
OESTERREICHISCHE ENTWICKLUNGSBANK AG	ECB	1,64,44,00,000	1,64,44,00,000	Half Yearly	60 Months	100% Hypothecation of Book Debts	NA	STANDARD
US DFC	ECB	2,86,68,50,000	2,29,85,60,000	Quarterly	84 Months	110% Hypothecation of Book Debts	NA	STANDARD
Standard Chartered Bank Syndication 1	ECB	16,54,00,00,000	16,51,75,00,000	Bullet	40 Months	110% Hypothecation of Book Debts	NA	STANDARD

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Standard Chartered Bank Syndication 2	ECB	8,59,87,85,697	8,59,87,85,697	Quarterly	42 Months	110% Hypothecation of Book Debts	NA	STANDARD
Global Access Fund IV LP:1	ECB	98,47,20,000	98,47,20,000	Bullet	72 Months	100% Hypothecation of Book Debts	NA	STANDARD
Global Access Fund IV LP:2	ECB	1,05,96,00,000	1,05,96,00,000	Bullet	39 Months	100% Hypothecation of Book Debts	NA	STANDARD
Global Access Fund IV LP:3	ECB	74,34,40,000	74,34,40,000	Bullet	36 Months	100% Hypothecation of Book Debts	NA	STANDARD
DEG - Germany	ECB	2,22,40,00,000	2,22,40,00,000	Half Yearly	72 Months	100% Hypothecation of Book Debts	NA	STANDARD
State Bank of India	WCDL	60,00,00,000	60,00,00,000	on demand	12 Months	110% Hypothecation of Book Debts	NA	STANDARD

(b) **Details of outstanding unsecured loan facilities as at the end of the last quarter, i.e., June 30, 2026:**

NAME OF LENDER	TYPE OF FACILITY	AMOUNT SANCTIONED (IN INR)	PRINCIPAL AMOUNT OUTSTANDING (IN INR)	REPAYMENT DATE/SCHEDULE	CREDIT RATING, IF APPLICABLE
Swedfund International AB	ECB	1,78,46,00,000	1,78,46,00,000	Half Yearly	NA

(c) **Details of outstanding non-convertible securities as at the end of the last quarter, i.e., June 30, 2026:**

SERIES OF NCS	ISIN	TENOR / PERIOD OF MATURITY	COUPON (RATE OF INTEREST)	AMOUNT OUTSTANDING (IN INR)	DATE OF ALLOTMENT	REDEMPTION DATE / SCHEDULE	CREDIT RATING	SECURED / UNSECURED	SECURITY
NCD-FMO 2	INE741K07512	48 Months	10.15%	1,92,00,00,000.00	18-Nov-22	18-Nov-26	Unrated	Secured	110% Hypothecation of Book Debts
NCD (Public) Series - 5	INE741K07496	60 Months	10.00%	55,49,55,000.00	23-Nov-22	23-Nov-27	AA-/Stable	Secured	110% Hypothecation of Book Debts
NCD (Public) Series - 6	INE741K07504	60 Months	10.46%	8,24,44,000.00	23-Nov-22	23-Nov-27	AA-/Stable	Secured	110% Hypothecation of Book Debts
NCD (Public) Series - 11	INE741K07587	50 Months	9.40%	5,35,30,000.00	07-Sep-23	06-Nov-27	AA-/Stable	Secured	110% Hypothecation of Book Debts

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NCD (Public) Series - 12	INE741 K07553	50 Mont hs	9.81 %	1,76,91,000.00	07-Sep-23	06-Nov-27	AA-/Stable	Secured	110% Hypothecation of Book Debts
NCD (Public) Series - 13	INE741 K07579	60 Mont hs	9.70 %	2,53,23,10,000.00	07-Sep-23	07-Sep-28	AA-/Stable	Secured	110% Hypothecation of Book Debts
NCD (Public) Series - 14	INE741 K07546	60 Mont hs	10.13 %	17,79,53,000.00	07-Sep-23	07-Sep-28	AA-/Stable	Secured	110% Hypothecation of Book Debts
NCD-Bajaj Finance Ltd-1	INE741 K07603	24 Mont hs	9.15 %	1,00,00,000.00	12-Jun-26	12-Jun-28	AA-/Stable	Secured	110% Hypothecation of Book Debts
NCD-P P Jun'26 INE741K07611	INE741 K07611	24 Mont hs	9.25 %	3,25,00,000.00	24-Jun-26	26-Jun-28	AA-/Stable	Secured	110% Hypothecation of Book Debts
ECB - BlueOrchard Finance Ltd Loan No.2 (T-1)	INIFD2 305016	36 Mont hs	9.52 %	2,68,80,00,000.00	24-Dec-25	24-Dec-30	AA-/Stable	Secured	105% Hypothecation of Book Debts
ECB - BlueOrchard Finance Ltd Loan No.2 (T-2)	INIFD2 305024	36 Mont hs	8.99 %	92,38,00,000.00	23-Mar-26	18-Mar-31	AA-/Stable	Secured	105% Hypothecation of Book Debts

- (d) **Details of commercial paper issuances as at the end of the last quarter, i.e., June 30, 2026, as at the end of the last quarter:**

NIL

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

S. NO.	NAME OF HOLDERS	CATEGORY OF HOLDER	FACE VALUE/ORIGINAL ISSUANCE AMOUNT OF HOLDING (Amt in INR)	HOLDING AS A % OF TOTAL OUTSTANDING NON-CONVERTIBLE SECURITIES OF THE ISSUER
1	EQUITAS SMALL FINANCE BANK LIMITED	OBK	2,00,00,00,000	22.44%
2	ROYAL SUNDARAM GENERAL INSURANCE CO. LIMITED	QIB	25,00,00,000	2.81%
3	ACG PAM PHARMA TECHNOLOGIES PVT LTD	LTD	10,00,00,000	1.12%
4	ACG ASSOCIATED CAPSULES PVT LTD	LTD	10,00,00,000	1.12%
5	ELECON ENGINEERING COMPANY LIMITED.	LTD	10,00,00,000	1.12%
6	MR. PRADEEP JAIN	PUB	10,00,00,000	1.12%
7	THAKUR FININVEST PVT. LTD.	LTD	6,00,00,000	0.67%
8	ELECON ENGINEERING COMPANY LIMITED	LTD	5,70,00,000	0.64%
9	YES WEALTH MAXIMISER AIF	AIF	5,01,50,000	0.56%

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10	SONIA KAUL	PUB	5,00,00,000	0.56%
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- (f) **List of top ten holders of Commercial paper in terms of value (in cumulative basis) as at the end of the last quarter, i.e., June 30, 2026:**

N.A.

- (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 the end of the last quarter, i.e., 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
N.A.							

- 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.**

Please refer Section 6.15 of the General Information Document for the details of the corporate guarantee or letter of comfort issued by the Issuer.

- 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 for the details of any outstanding borrowings taken/ debt securities issued for consideration other than cash.

- 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 of the General Information Document read with Section 10 of the General Information Document for the details of the Asset Liability Management (ALM) as per the latest audited financials.

- 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:**

NIL.

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- 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.**

NIL.

- 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:**

NIL.

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

NIL.

- 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**

NIL.

- 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**

NIL.

- 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 the details of pending proceedings initiated against the issuer for economic offences.

- 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 read with Annexure V of the General Information Document for the details of related party transactions entered during for the Financial Years ended March 31, 2024, March 31, 2025 and March 31, 2026 with regard to loans made or, guarantees given or securities provided.

The details of related party transactions are maintained by the Issuer only on a half-yearly basis, and these are not available as of June 30, 2026.

- 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 as the proceeds raised from the Issue will used solely for the Purpose.			

- 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**

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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 6.27 of the General Information Document and Section 10 of 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 and at the executive, borrowings and investment committee of the board of directors of the Issuer.
Auditors	As the Debentures will be issued by way of private placement to identified investors in accordance with the process prescribed by SEBI, 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.
Bankers to issue	As the Debentures will be issued by way of private placement to identified investors in accordance with the process prescribed by SEBI, no bankers have been appointed in respect of such issue of Debentures.
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	Not applicable.
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 name(s) of the debentures trustee(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 issue 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 Issue is Catalyst Trusteeship Limited. Catalyst Trusteeship Limited has given its written consent for its appointment as debenture trustee to the Issue and inclusion

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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 X of this Key Information Document.

- 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:*** Please refer to the sub-sections named "*Day Count Basis (Actual/Actual)*" and "*Business Day Convention*" under Section 7.1 (*Summary Terms*) of this Key Information Document.
- (b) ***Procedure and time schedule for allotment and issue of securities:*** Please refer Section 8 (*Other Information and Application Process*) of this Key Information Document.
- (c) ***Cash flows emanating from the non-convertible securities shall be mentioned in the Key Information 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:*** N.A.
 - (ii) ***The year in which it was declared as a wilful defaulter:*** N.A.
 - (iii) ***Outstanding amount when declared as a wilful defaulter:*** N.A.
 - (iv) ***Name of the entity declared as a wilful defaulter:*** N.A.
 - (v) ***Steps taken, if any, for the removal from the list of wilful defaulters:*** N.A.
 - (vi) ***Other disclosures, as deemed fit by the issuer in order to enable investors to take informed decisions:*** N.A.
 - (vii) ***Any other disclosure as specified by the Board:*** N.A.
- (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:** N.A.

- 6.33 **Undertaking by the Issuer:** Please refer Section 10 (*Undertakings*) of this Key Information Document.

- 6.34 **Risk Factors:** Please refer Section 4 (*General Risks*) of this Key Information Document.

- 6.35 **Attestation by Directors:** Please refer Section 10 (*Undertakings*) of this Key Information Document.

- 6.36 **Other details:**

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- (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, Reserve Bank of India guidelines 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", "Event of Default (including manner of voting /conditions of joining Inter Creditor Agreement)" and "Additional Disclosures (Default in Payment)" of Section 7.1 (Summary Terms) in respect of the consequences of a Payment Default.
- (d) **Delay in listing:** Please refer the sub-section named "Listing (name of stock Exchange(s) where it will be listed and timeline for listing)" of Section 7.1 (Summary Terms) in relation to the listing requirements in respect of the Debentures and sub-section named "Additional Disclosures (Delay in Listing)" of Section 7.1 (Summary Terms) in respect of the default interest in the event of delay in listing.
- (e) **Delay in allotment of securities:**
 - (i) The Issuer shall ensure that the Debentures are allotted to the respective Debenture Holders and are credited into the demat accounts of the relevant Debenture Holders within the timelines prescribed under the SEBI Listing Timelines Requirements.
 - (ii) 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 following the date of receipt of the Application Money within the time period prescribed under the Companies Act, 2013 ("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 the Issuer shall be liable to repay the Application Money along with interest at the Interest Rate or 12% (twelve percent) per annum, whichever is higher, from the expiry of the Allotment Period. PROVIDED THAT no interest shall be payable if the Issuer is paying interest at the Interest Rate in accordance with the transaction documents.
- (f) **Issue details:** Please refer to Section 7.1 (Summary Terms) of this Key Information Document.
- (g) **Application process:** The application process for the Issue is as provided in Section 8 (Other Information and Application Process) of this Key Information Document.
- (h) **Disclosure 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:**

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- (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.

- (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 aggregate 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.

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- (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.

- (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.**

N.A.

- (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.

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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.	Resolution dated September 23, 2026 of the executive, borrowing and investment committee of the board of directors of the Issuer.
3.	Resolutions dated December 10, 2025 of the board of directors of the Issuer.
4.	Resolution dated August 12, 2024 of the shareholders of the Issuer under Section 180(1)(c) of the Companies Act.
5.	Resolution dated November 21, 2018 of the shareholders of the Issuer under Section 180(1)(a) of the Companies Act.
6.	Annual reports of the Issuer for the last 3 (three) Financial Years.
7.	Credit rating letter, the rating rationale and the press release from the Rating Agency.
8.	Letter from Catalyst Trusteeship Limited dated September 22, 2026, giving its consent to act as Debenture Trustee.
9.	Letter from KFin Technologies Limited dated September 23, 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 for listing of Debentures, and the in-principle approval provided by the BSE 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 the relevant page numbers of the audit reports for the Financial Years ended March 31, 2024, March 31, 2025 and March 31, 2026.

- (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.

- (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**
- **finances 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.

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Pursuant to Regulation 18 of the SEBI LODR Regulations, the Company was required to constitute the Audit Committee with requisite majority of Independent Directors. However, due to interpretation issues, there was a delay in reconstituting the Audit Committee, for which the Company had paid a penalty of INR 2,00,000/- (Indian Rupees Two Lakh Only). each to the Stock Exchanges, during FY23 & FY24.

There was a delay in compliance with Regulation 17(1) of the SEBI Listing Regulations i.e. appointment of Non-Executive Chairperson of the Board between October 01, 2025, and October 27, 2025, owing to completion of tenure of erstwhile Chairperson on September 08, 2025. The Company subsequently appointed Non-Executive Chairperson w.e.f. October 28, 2025. The Company had paid a penalty of INR 2,45,000/- (Indian Rupees Two Lakh Forty Five Thousand Only) (excluding taxes) to each of the Stock Exchanges, during FY26.

- (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 7.1 (*Summary Terms*) below.

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

Please refer Section 6.39 of the General Information Document for details of the green shoe option offered/exercised in respect of non-convertible securities issued by the Issuer for the previous Financial Year.

SECTION 7: KEY TERMS OF THE ISSUE

7.1 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.	9.15% CAGL Oct 2028
Issuer	CreditAccess Grameen Limited
Type of Instrument	Senior, secured, rated, listed, redeemable, transferable, taxable, non-convertible debentures
Nature of Instrument (Secured or Unsecured)	Secured
Seniority (Senior or Subordinated)	Senior Secured
Eligible Investors	As specified in Section 8.7 (<i>Eligible Investors</i>).
Listing (name of stock Exchange(s) where it will be listed and timeline for listing)	(a) The Issuer shall submit all duly completed documents 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	"ICRA AA-" by ICRA Limited
Issue Size	Up to INR 275,00,00,000 (Indian Rupees Two Hundred and Seventy Five Crore) including a green shoe option of up to INR 90,00,00,000 (Indian Rupees Ninety Crore). Pursuant to this Key Information Document, the addressee of this Key Information Document has the option to subscribe to an additional amount of up to 9,000 (nine thousand) senior, secured, rated, listed, redeemable, transferable, taxable, non-convertible debentures denominated in Indian Rupees, having a face value of INR 1,00,000 (Indian Rupees One Lakh) each and an aggregate

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	nominal value of INR 90,00,00,000 (Indian Rupees Ninety Crore) (" Green Shoe Option ").
Minimum Subscription	100 (one hundred) Debentures (being INR 1,00,00,000 (Indian Rupees One Crore) and in multiples of 1 (one) Debenture thereafter (being INR 1,00,000 (Indian Rupees One Lakh).
Option to retain oversubscription (Amount)	N.A. However, pursuant to this Key Information Document, the addressee of this Key Information Document has the option to subscribe to an additional amount of up to 9,000 (nine thousand) senior, secured, rated, listed, redeemable, transferable, taxable, non-convertible debentures denominated in Indian Rupees, having a face value of INR 1,00,000 (Indian Rupees One Lakh) each and an aggregate nominal value of INR 90,00,00,000 (Indian Rupees Ninety 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 purposes of onward lending by the Issuer to its clients/borrowers ("Purpose"). The amount equivalent to 100% of the funds raised by the Issue will be utilized towards the Purpose. (b) The funds raised by the Issue shall be utilised by the Issuer solely for the Purpose and the Issuer shall not use the proceeds of the Issue towards: (i) capital markets (including equity, debt, debt linked and equity linked instruments or any other capital market activities), including in respect of any purchase/investment in any shares or debentures; (ii) investments in any initial public offering (IPO) applications; (iii) providing any bill discounting/re-discounting facilities; (iv) providing/extending any unsecured loans to the directors/senior management/employees of the Issuer; (v) making any inter-corporate deposits; (vi) lending to any subsidiary (as defined in the Companies Act) of the Issuer or of any group company of the Issuer; (vii) any speculative purposes; (viii) investment in the real estate sector/real estate business (including the acquisition/purchase of land); (ix) any purpose, that is not eligible for the providing of financing by banks to non-banking financial

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	companies for bank finance to non-banking financial companies, or, which results in a breach of Chapter XIV (<i>Finance to Non-Banking Financial Companies (NBFCs)</i>) of Reserve Bank of India (Commercial Banks – Credit Facilities) Directions, 2025 dated November 28, 2025; and (x) 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 company - micro finance institutions). PROVIDED HOWEVER THAT until the funds raised by the Issue are utilised by the Issuer in accordance with the Purpose, the Issuer shall be entitled to temporarily invest the funds raised by the Issue in overnight and/or liquid schemes of mutual funds and/or deposits held with scheduled commercial banks.
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 purposes of onward lending by the Issuer to its clients/borrowers. The amount equivalent to 100% of the funds raised by the Issue will be utilized towards the Purpose. (b) The funds raised by the Issue shall be utilised by the Issuer solely for the Purpose and the Issuer shall not use the proceeds of the Issue towards: (i) capital markets (including equity, debt, debt linked and equity linked instruments or any other capital market activities), including in respect of any purchase/investment in any shares or debentures; (ii) investments in any initial public offering (IPO) applications; (iii) providing any bill discounting/re-discounting facilities; (iv) providing/extending any unsecured loans to the directors/senior management/employees of the Issuer;

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	(v) making any inter-corporate deposits; (vi) lending to any subsidiary (as defined in the Companies Act) of the Issuer or of any group company of the Issuer; (vii) any speculative purposes; (viii) investment in the real estate sector/real estate business (including the acquisition/purchase of land); (ix) any purpose, that is not eligible for the providing of financing by banks to non-banking financial companies for bank finance to non-banking financial companies, or, which results in a breach of Chapter XIV (<i>Finance to Non-Banking Financial Companies (NBFCs)</i>) of Reserve Bank of India (Commercial Banks – Credit Facilities) Directions, 2025 dated November 28, 2025; and (x) 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 company - micro finance institutions). PROVIDED HOWEVER THAT until the funds raised by the Issue are utilised by the Issuer in accordance with the Purpose, the Issuer shall be entitled to temporarily invest the funds raised by the Issue in overnight and/or liquid schemes of mutual funds and/or deposits held with scheduled commercial banks.
Coupon/Dividend Rate	9.15% (nine decimal one five percent) per annum (fixed), payable quarterly. The interest payment schedule is set out in Annexure IV.
Step Up/Step Down Coupon Rate	(a) If the rating of the long-term borrowing of the Issuer is downgraded below "AA- /Stable" by any credit rating agency, the Interest Rate shall be increased by 25 bps (twenty five basis points) for each downgrade of 1 (one) notch below "AA- /Stable" ("Step Up Rate"), and such increased Interest Rate shall be applicable on the Outstanding Amounts 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 long-term borrowing of the Company is restored to "AA- /Stable", if rating of the long-term borrowing of the Company is upgraded, the Step Up Rate shall be decreased by 25 bps (twenty five basis points) for each upgrade of 1 (one) notch

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	from "AA- /Stable" (until the rating of the long-term borrowing of the Company is restored to "AA- /Stable") and such decreased rate of interest shall be applicable on the Outstanding Amounts 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 Interest Rate. The decrease in the rate of interest in accordance with this sub-Clause (ii) shall not require any notice, intimation or action on behalf of the Debenture Trustee or the Debenture Holders. If, following the Step Up, the rating of the long-term borrowing of the Issuer is restored to "AA- /Stable", then the interest shall be payable at the Interest Rate, from the date that rating of the long-term borrowing of the Issuer is restored to "AA- /Stable". (c) Where the Issuer has obtained a rating in relation to the long-term borrowing of the Issuer from more than one rating agency, the lowest rating issued by the rating agencies in respect thereof shall be considered for the purpose of increase in the Step Up.
Coupon/Dividend Payment Frequency	Quarterly. The indicative interest payment schedule is set out in Annexure IV.
Coupon/Dividend Payment Dates	The Interest Payment Dates and the indicative interest payment schedule is set out in Annexure IV.
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)	Interest and all other charges shall accrue based on an actual/actual basis.
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	On the occurrence of any Event of Default (including any Payment Default), the Issuer agrees to pay penal charges at 2% (two percent) per annum over the Interest Rate for the Debentures on the

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	Outstanding Principal Amounts from the date of the occurrence of such Event of Default until such Event of Default is cured (which, in respect of a Payment Default would be the payment of the relevant amounts) or the Debentures are fully redeemed by the (whichever is earlier), on each Interest Payment Date occurring during the aforementioned period. PROVIDED THAT no additional interest/penal charges will be payable pursuant to this sub-section named " <i>Default Interest Rate</i> " if any additional interest/penal charges is being paid by the Issuer pursuant to (a) the sub-section named " <i>Additional Disclosures (Delay in Listing)</i> " below, (b) Section 7.2.2(c)(iii), and/or (c) Section 7.2.4(n) below.
Tenor	24 (twenty four) months from the Deemed Date of Allotment.
Redemption Date/ Maturity Date	September 30, 2028
Redemption Amount	INR 1,00,000 (Indian Rupees One Lakh) per Debenture. The illustrative redemption schedule is set out in Annexure IV.
Redemption Premium/Discount	Not Applicable.
Issue Price	INR 1,00,000 (Indian Rupees One Lakh) per Debenture.
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 1,00,000 (Indian Rupees One Lakh) per Debenture.
Minimum subscription amount and in multiples thereafter	100 (one hundred) Debentures (being INR 1,00,00,000 (Indian Rupees One Crore) and in multiples of 1 (one) Debenture thereafter (being INR 1,00,000 (Indian Rupees One Lakh)).

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Issue Timing	
1. Issue Opening Date	September 30, 2026
2. Issue Closing Date	September 30, 2026
3. Date of earliest closing of the issue, if any.	N.A.
4. Pay-in Date	October 1, 2026
5. Deemed Date of Allotment	October 1, 2026
Settlement Mode of the Instrument	Please refer Section 8 (<i>Other Information and Application Process</i>) below.
Depository	NSDL and CDSL
Disclosure of Interest/Dividend/redemption dates	The illustrative interest payment and redemption schedule is set out in Annexure IV.
Record Date	15 (fifteen) calendar days prior to each Due Date.
All covenants of the issue (including side letters, accelerated payment clause, etc.)	To be more particularly set out in the transaction documents. Please also refer Section 7.2 below for an indicative list of representations and warranties of the Issuer, financial covenants, reporting covenants, affirmative covenants, and negative covenants, and acceleration on event of default. All other covenants prescribed by/commercially agreed with the proposed investors are set out in this Section 7.1.
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	I. SECURITY (a) <i>Hypothecated Assets</i> 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/receivables of the Issuer as described therein (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) <i>Security Cover and Maintenance</i> (i) The value of the Hypothecated Assets shall at all times, commencing from the Deemed Date of Allotment until the Final Settlement Date, be at least 1.10 (one decimal one zero) times the value of the Outstanding Principal Amounts along with accrued interest thereon (the "Security Cover"). The Security Cover shall be maintained at all times until the Final Settlement Date. (ii) 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. (c) <i>Filings and other information</i> (i) 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 within the prescribed time period. (ii) The Debenture Trustee shall file the prescribed Form I with CERSAI reporting the charge created to the CERSAI within the prescribed time period. The Issuer will provide all information and assistance that the Debenture Trustee may require, to enable it to file the prescribed Form I with CERSAI within the prescribed time period. (d) <i>Others</i> 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
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	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 a time period of 20 (twenty) calendar days of the Security Cover not being met, 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; (v) on a quarterly basis, within such time period as may be prescribed in the transaction documents, provide such certifications as the Debenture Trustee may require (including from a chartered accountant) certifying that the value of the Hypothecated Assets is sufficient to maintain the Security Cover; (vi) 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; (vii) furnish and execute all necessary documents to give effect to the Hypothecated Assets; (viii) the security interest created on the Hypothecated Assets shall be a continuing security; and (ix) the Hypothecated Assets shall fulfil the eligibility criteria set out in the transaction documents. II. SPECIFIC DISCLOSURES (a) Type of security: Identified book debts/ receivables of the Issuer. (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 1.10 (one decimal one zero) times the value of the Outstanding Principal Amounts along with accrued interest thereon. (e) Revaluation: N.A. (f) Replacement of security: The Issuer shall, a time period of 20 (twenty) calendar days of the Security Cover not being met, 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 set out in the
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	transaction documents. (g) Interest over and above the coupon rate: In the event of any delay in the execution of any transaction document or the creation and perfection of security within such timelines, the Issuer shall, 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 penal charges at the rate of 2% (two percent) per annum in addition to the 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). Commencing from the Effective Date until the Final Settlement Date, the Hypothecated Assets shall comply with the following eligibility criteria (Eligibility Criteria) a. the Receivables underlying the Hypothecated Assets should be existing at the time of creation of security interest pursuant to the Transaction Documents, and must not have been terminated or prepaid; b. each Loan underlying the Hypothecated Assets should be in compliance with all applicable "know your customer" requirements prescribed by the RBI c. the Receivables underlying the Hypothecated Assets should be in compliance with all Applicable Law (including the guidelines/directions of the RBI d. other than the security interest created pursuant to the Transaction Documents, the Receivables underlying the Hypothecated Assets must be unencumbered e. each Loan underlying the Hypothecated Assets should be standard' in the books of the Company f. no Loan underlying the Hypothecated Assets should have been classified as a "non-performing asset" (determined in accordance with the criteria prescribed by the RBI); no Loan underlying the Hypothecated Assets should have been "restructured" or "rescheduled" (determined in accordance with the criteria prescribed by the RBI).
Transaction Documents	means: (a) the DTD;

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	(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), the resolutions and corporate authorisations of the Issuer provided pursuant to the Conditions Precedent; 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 fulfil the following conditions precedent, to the satisfaction of the Debenture Trustee/the Applicants, on or prior to the Deemed Date of Allotment, by submitting and providing to the Debenture Trustee/the Applicants: CORPORATE AUTHORISATIONS (a) copies of the Constitutional Documents certified as correct, complete and in full force and effect by an authorised person of the Issuer; (b) a copy of the resolution of the board of directors of the Issuer and any resolution of any committee of the board of directors (if so applicable) authorizing 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; (c) a copy of the resolution of the shareholders of the Issuer under Section 180(1)(c) of the Companies Act, 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 under Section 180(1)(a) of the Companies Act, certified as correct, complete and in full force and effect by an authorised person of the Issuer; (e) (to the extent applicable) a copy of the resolution of the shareholders of the Issuer under Section 42 of the Companies Act, 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; INTERMEDIARY DOCUMENTS (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; (i) a copy of the consent from the Registrar to act as the registrar and transfer agent for the Issue; (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, and the unaudited/limited review financial statements of the Issuer for the most recent half-year or financial quarter (as available); (m) a copy of the in-principle approval provided by the BSE in respect of the General Information Document; (n) a certificate from the authorised signatories of the Issuer addressed to the Debenture Trustee confirming the following as on the Deemed Date of Allotment/the date of the certificate: (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, together with the names, titles and specimen signatures of such authorised signatories; (ii) the Issuer has the 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
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	security providing limit binding on the Issuer to be exceeded; (iv) no consents and approvals are required by the Issuer from its creditors or any Governmental Authority or any other person for the issuance of the Debentures and creation of security under the transaction documents; (v) the representations and warranties contained in the transaction documents are true and correct in all respects; (vi) no Event of Default has occurred or is subsisting; (vii) no Material Adverse Effect has occurred; and (viii) no investor or shareholder consent/approval, pursuant to the articles of association of the Issuer or any shareholders' agreements or other documents/instruments entered into by the Issuer and its shareholders and investors, is required for the Issuer to enter into or perform its obligations under the transaction documents; and (o) provide such other information, documents, certificates, opinions and instruments as the Debenture Holders may reasonably request.
Conditions Subsequent to Disbursement	The Issuer shall fulfil the following conditions subsequent, to the satisfaction of the Debenture Trustee: (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 Listing Period; (c) the Issuer shall file a return of allotment of securities under Form PAS-3 of the Companies (Prospectus and Allotment of Securities) Rules, 2014 with the ROC within 15 (fifteen) calendar days of the allotment of the Debentures 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 Transaction Security, file a copy of Form CHG-9 with ROC and shall ensure and procure that the Debenture Trustee files the prescribed

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	Form I with CERSAI, each within the time period prescribed in the transaction documents; (f) to the extent applicable and required under the laws applicable in India, the Issuer shall ensure and procure the completion of all relevant filings required to be made with any Information Utility in accordance with the (Indian) Insolvency and Bankruptcy Code, 2016 and any other rules and regulations made thereunder from time to time; and (g) comply with such other condition (including executing any documents) 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 RBI).
Event of Default (including manner of voting /conditions of joining Inter Creditor Agreement)	Please refer Section 7.2.6 below.
Creation of recovery expense fund	(a) The Issuer hereby undertakes and confirms that it shall, within the time period prescribed under Chapter IV (<i>Recovery Expenses Fund</i>) of the SEBI Debenture Trustees Master Circular, establish and maintain the Recovery Expense Fund in such manner/mode as is prescribed under Chapter IV (<i>Recovery Expenses Fund</i>) of the SEBI Debenture Trustees Master Circular. (b) The Issuer shall, promptly upon establishment, provide the details of the Recovery Expense Fund to the Debenture Trustee.
Conditions for breach of covenants (as specified in Debenture Trust Deed)	Please refer sections named " <i>Default Interest Rate</i> " above and Section 7.2.6 below.
Provisions related to Cross Default	The below is an Event of Default. (i) The Issuer: (A) defaults in any payment of any Financial Indebtedness beyond the period of grace, if any, provided in the instrument or agreement under which such Financial Indebtedness was created; and (B) defaults in any payment of any Financial Indebtedness beyond the period of grace, if any, which has been is declared to be due and payable the holder or holders of such Financial Indebtedness pursuant to any defaults in the observance or performance of any agreement or condition relating to any Financial Indebtedness or contained in any instrument or agreement

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	evidencing, securing or relating thereto. (ii) Any Financial Indebtedness of the Issuer is declared to be due and payable, or required to be prepaid other than by a regularly scheduled required prepayment, prior to the stated maturity thereof, and the Issuer defaults in any payment of such Financial Indebtedness beyond the period of grace, if any.
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. PROVIDED THAT the Debenture Trustee may take any actions pursuant to the foregoing only in accordance with the terms of the transaction documents, and shall not take any actions prejudicial to the rights of the Debenture Holders; (b) subject to the approval of the Debenture Holders by way of a Special Resolution passed at a meeting of the Debenture Holders held for determining the liability of the Debenture Trustee, the Debenture Trustee shall, as regards all trusts, powers, authorities and discretions, have the discretion as to the exercise thereof and to the mode and time of exercise thereof. In the absence of any fraud, gross negligence, willful misconduct or breach of trust, the Debenture Trustee shall not be responsible for any loss, costs, charges, expenses or inconvenience that may result from the aforementioned exercise or non-exercise thereof. The Debenture Trustee shall not be bound to act at the request or direction of the Debenture Holders under any provisions of the transaction documents unless sufficient amounts shall have been provided or provision to the satisfaction of the Debenture Trustee has been made for providing such amounts and the Debenture Trustee is indemnified to its satisfaction against all further costs, charges, expenses and liability which may be incurred in complying with such request or direction; (c) 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

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	documents; (d) the Debenture Trustee shall not be responsible for the amounts paid by the Applicants for the Debentures; (e) the Debenture Trustee shall not be responsible for acting upon any resolution purporting to have been passed at any meeting of the Debenture Holders in respect whereof minutes have been made and signed even though it may subsequently be found that there was some defect in the constitution of the meeting or the passing of the resolution or that for any reason the resolution was not valid or binding upon the Debenture Holders; (f) the Debenture Trustee and each receiver, attorney, manager, agent or other person appointed by it 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 it in the execution or purported execution of the powers and trusts thereof; (g) subject to the approval of the Debenture Holders by way of a Special Resolution passed at a meeting of the Debenture Holders held for determining the liability of the Debenture Trustee and in the absence of fraud, gross negligence, willful misconduct or breach of trust, the Debenture Trustee shall not be liable for any of its actions or deeds in relation to the transaction documents; (h) subject to the approval of the Debenture Holders by way of Special Resolution passed at a meeting of the Debenture Holders held for determining the liability of the Debenture Trustee and in the absence of fraud, gross negligence, willful misconduct or breach of trust, the Debenture Trustee, shall not be liable for any default, omission or delay in performing or exercising any of the powers or trusts herein expressed or contained herein or in enforcing the covenants contained herein or in giving notice to any person of the execution hereof or in taking any other steps which may be necessary, expedient or desirable or for any loss or injury which may be occasioned by reason thereof unless the Debenture Trustee shall have been previously requested by notice in writing to perform, exercise or do any of such steps as aforesaid given in writing by the Majority Debenture Holders or by a Majority Resolution duly passed at a meeting of the Debenture Holders. The Debenture Trustee shall not be bound to act at the request or direction of the Debenture Holders under any provisions of the transaction documents unless sufficient amounts shall have been provided or provision to the satisfaction of the Debenture Trustee has been made for providing such amounts and the Debenture Trustee is indemnified to its satisfaction against all further costs, charges, expenses and liability which may be incurred in complying with such request or direction;
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	(i) notwithstanding anything contained to the contrary in the transaction documents, 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; (j) 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; (k) without prejudice to anything contained in this sub-section named "<i>Roles and Responsibilities of the Debenture Trustee</i>", the Debenture Trustee shall oversee and monitor the transaction contemplated in the transaction documents for and on behalf of the Debenture Holders; and (l) 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 "<i>Roles and Responsibilities of the Debenture Trustee</i>" shall exempt the Debenture Trustee or any receiver, attorney, manager, agent or other person appointed by the Debenture Trustee from or indemnify them against any liability for breach of trust nor any liability which by virtue of any rule or 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.
Governing Law & Jurisdiction	The transaction documents shall be governed by and will be construed in accordance with the laws of India and any disputes arising there from shall be subject to the jurisdiction of appropriate courts and tribunals at Chennai, India, and as more particularly provided for in the respective transaction documents.
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 or penal charges 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

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	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 the Final Redemption Date or any other date on which the Debentures are redeemed in full (including in accordance with the sub-section named "<i>Early Redemption</i>" below), 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 mentioned in the transaction documents, if any day for performance of any acts under the transaction documents (other than those set out in paragraph (c) to sub-paragraph (e) above) falls on a day which is not a Business Day, such acts shall be performed shall be made on the preceding Business Day.
Early Redemption	(a) On occurrence of any Early Redemption Event, the Debenture Trustee (acting on the instructions of the Majority Debenture Holders) shall have the option (but not the obligation) to require the Issuer to, subject to Applicable Law, redeem the Debentures and repay all Outstanding Amounts in accordance with this sub-section named "<i>Early Redemption</i>". (b) For the purposes of an early redemption in accordance with this sub-section named "<i>Early Redemption</i>": (i) the Debenture Trustee (acting on the instructions of the Majority Debenture Holders) shall notify/confirm to the Issuer (A) the requirement to, following the occurrence of a Early Redemption Event, redeem the Debentures, and (B) require the Issuer to prepay all the Debentures and all other Outstanding Amounts thereof, in accordance with the Debt Listing Regulations; (ii) the Issuer shall, in accordance with the Debt Listing Regulations, make payment of all the Outstanding Amounts, to such accounts as may be prescribed by the Debenture Trustee or the Debenture Holders; and (iii) the Issuer shall comply with such other conditions as may be prescribed by the Debenture Trustee/Debenture Holders or under Applicable Law. (c) Any notice given by Debenture Trustee under this sub-section named "<i>Early Redemption</i>" is irrevocable. (d) No prepayment penalty or prepayment premium will be applicable to any redemption in accordance with this sub-

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	section named " <i>Early Redemption</i> ".
Multiple Issuances	The Issuer reserves the right to make multiple issuances under the same International Securities Identification Number (" ISIN ") with reference to Chapter VIII (<i>Specifications related to ISIN for debt securities</i>) 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 (<i>Specifications related to ISIN for debt securities</i>) of the Listed NCDs Master Circular.
Right to repurchase	(a) The Issuer, subject to the Applicable Law, may, based on the sole discretion of the Debenture Holders, 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) Subject to the discretion of the Debenture Holders, 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	(a) 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. (b) 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. (c) 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 allowed and in the minimum amount required by Applicable Law. (d) Subject to any specific relaxations under the Income Tax Act, 2025 and/or any notifications/circulars in respect thereof, the tax filing certificate in respect of any Tax Deduction shall be issued to the Issuer within 45 (forty five) days from each of June 30, September 30, and December 31 of each Financial Year, within 75 (seventy five) days from March 31 of each Financial Year. The Issuer shall promptly deliver to the Debenture Trustee the

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	relevant evidence that the Tax Deduction has been made or (as applicable) any appropriate payment paid to the relevant Tax authority.
Waivers and Consent	(a) Notwithstanding any other provision of the transaction documents, the Debenture Trustee may, from time to time, or at any time waive or provide consent for or in respect of, on such terms and conditions as to them shall seem expedient, any of the covenants and provisions contained in the transaction documents (including any breach by the Issuer of the covenants and provisions contained in the transaction documents) without prejudice to the rights of the Debenture Trustee in respect of any subsequent breach thereof, wherein, notwithstanding any other provision of the transaction documents: (i) the Debenture Trustee may approve any application for consent/waiver in, if the Majority Debenture Holders provide their consent/approval within a period of 30 (thirty) calendar days from the date of receipt of such request/notification from the Debenture Trustee; (ii) the Debenture Holder may provide the consent/waiver by way of an e-mail or through physical letter(s) addressed to the Debenture Trustee; and (iii) in case non-receipt of any written communication by way of an e-mail or through physical letter(s) addressed to the Debenture Trustee from, or any failure to respond by, or no response from, the Debenture Holders, within a period of 30 (thirty) calendar days from the date of receipt of such request/notification from the Debenture Trustee, such matter shall be deemed to have the consent of the Majority Debenture Holders and the Issuer shall proceed with the matter for which a consent/waiver has been sought and the Debenture Trustee shall issue, to the Issuer, a waiver letter or a letter confirming that no further action is required by the Issuer in respect thereof. (b) No delay or omission of the Debenture Trustee or any receiver in exercising any right, power or remedy accruing to the Debenture Trustee upon any default shall impair any such right, power or remedy or be construed to be a waiver thereof or any acquiescence in such default, nor shall the action or inaction of the Debenture Trustee or any receiver in respect of any default or any acquiescence by it in any default affect or impair any right power or remedy of the Debenture Trustee in respect of any other defaults nor shall any single or partial exercise of any such right, power or remedy preclude any further exercise thereof or the exercise of any other right, power or remedy. The rights and remedies of the Debenture Trustee herein provided are

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	cumulative and not exclusive of any rights or remedies provided by Applicable Law or equity.
Transfer of NCDs	The Debentures shall be freely transferable and transmittable by the Debenture Holder(s) in whole or in part without the prior consent of the Issuer. The Debentures can only be transferred (including on the stock exchanges) in the manner permitted under Applicable Law, which does not result in a breach of Applicable Law (including without limitation, Section 25 of the Companies Act).
Additional Disclosures (Security Creation)	In the event of any delay in the execution of any transaction documents or the creation and 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 penal charges at the rate of 2% (two percent) per annum in addition to the 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)	On the occurrence of any Event of Default (including any Payment Default), the Issuer agrees to pay penal charges at 2% (two percent) per annum over the Interest Rate for the Debentures on the Outstanding Principal Amounts from the date of the occurrence of such Event of Default until such Event of Default is cured (which, in respect of a Payment Default would be the payment of the relevant amounts) 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/penal charges will be payable pursuant to this sub-section named " <i>Default Interest Rate</i> " if any additional interest/penal charges is being paid by the Issuer pursuant to (a) the sub-section named " <i>Additional Disclosures (Delay in Listing)</i> " below, (b) Section 7.2.2(c)(iii), and/or (c) Section 7.2.4(n) below.
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.

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.

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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 Key Information Document, with regards to the "Object of the Issue" including the percentage of the issue proceeds earmarked for each of the "object of the issue".

7.2 TERMS OF THE TRANSACTION DOCUMENTS

7.2.1. Representations and Warranties of the Issuer

The Issuer makes the representations and warranties set out in this Section 7.2.1 (*Representations and Warranties of the Issuer*) to the Debenture Trustee for the benefit of the Debenture Holders as on the Effective Date, which representations and warranties shall be deemed to be repeated on each date until the Final Settlement Date.

(a) ***Status***

- (i) The Issuer has been duly incorporated, organized and is validly existing, under Applicable Law.
- (ii) The Issuer is a non-banking financial company - micro finance institution 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***

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

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

(f) ***No default***

- (i) No Event of Default or potential Event of Default has currently 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 or which might have a Material Adverse Effect.

(g) ***Ranking***

- (i) The Debentures issued by the Issuer will constitute direct, senior and secured obligations of the Issuer. The claims of the Debenture Holders shall be akin to the claims of senior, secured investors/lenders and shall rank *pari passu* to all senior, secured indebtedness of the Issuer.
- (ii) Each of the Debenture Holders shall *inter se* rank *pari passu* in relation to their rights and benefits in relation to the Debentures, without any preference or privilege.

(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 initiated 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 or in respect of its assets.

(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 due to omission to state a fact or otherwise.

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(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) 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.

(k) ***Assets***

Except for the security interests and encumbrances created and recorded with the ROC (available on the website <http://www.mca.gov.in/MCA21/index.html>), 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.

(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) No insolvency or bankruptcy process has admitted 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.

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- (v) No reference has been made, or enquiry or proceedings admitted/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 Receivables 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***

- (i) No Material Adverse Effect has occurred, including without limitation, in relation to the business, condition, operations, performance or prospects of the Issuer.
- (ii) There are no circumstances existing which could give rise, with the passage of time or otherwise, to a Material Adverse Effect.

(p) ***Illegality***

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

(q) ***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;

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- (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.

(f) ***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.

7.2.2. Financial Covenants

- (a) Until the Final Settlement Date, the Issuer shall:
 - (i) maintain a Capital Adequacy Ratio of the Issuer of at least 16% (sixteen percent) or such other higher threshold as may be prescribed by the RBI from time to time;
 - (ii) ensure that the Issuer's Gross NPA does not exceed 5% (five percent) of the total Gross Loan Portfolio of the Issuer;
 - (iii) ensure that the Issuer's Net NPA does not exceed 3% (three percent) of the total Gross Loan Portfolio of the Issuer; and
 - (iv) maintain a ratio of the Total Debt of the Issuer to the total Equity of the Issuer of not more than 5.5 (five decimal five) times.
- (b) The financial covenants set out in this Section 7.2.2 (*Financial Covenants*) shall be tested on a quarterly basis (i.e., as on each Quarterly Date), on the basis of the consolidated and standalone financial statements of the Issuer.
- (c) In the event of occurrence of any breach of any financial covenant set out under this Section 7.2.2 (*Financial Covenants*):
 - (i) the Issuer shall have the option to seek a waiver for the breach of the relevant financial covenant or in anticipation of any breach of the relevant financial covenant from the Debenture Trustee (acting on the instructions of the Majority Debenture Holders), by way of a written request to the Debenture Trustee and the Debenture Holders within 30 (thirty) calendar days from the date of occurrence of such event ("**Waiver Request**");
 - (ii) upon the receipt of such request by the Issuer, the Debenture Trustee (acting on the instructions of the Majority Debenture Holders) shall be required to provide its consent to the Waiver Request within 30 (thirty) calendar days of the receipt of the Waiver Request; and
 - (iii) in the event the Debenture Trustee rejects the Waiver Request, the Issuer agrees to pay additional interest/penal charges at 2% (two percent) per annum over the Interest Rate on the Outstanding Amounts from the date of the occurrence of such breach until such breach is cured or the Secured Obligations are repaid (whichever is earlier), on each Interest Payment Date occurring during the aforementioned period.

7.2.3. 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) (including on any online reporting platform notified by the Debenture Trustee or any Debenture Holder), in form and substance reasonably satisfactory to the

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Debenture Trustee, each of the following items:

- (a) as soon as available, and in any event within 180 (one hundred and eighty) calendar days after the end of each Financial Year:
 - (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;
 - (ii) a certificate signed by an authorised officer of the Issuer acceptable to the Debenture Holders stating that the Issuer is in compliance with all the financial covenants prescribed in Section 7.2.2 (*Financial Covenants*) on the basis of the audited financial statements of the Issuer; and
 - (iii) certificate from an authorized officer of the Issuer confirming that there is no existing potential Event of Default or Event of Default;
- (b) within 60 (sixty) calendar days after each Quarterly Date:
 - (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) a certificate signed by an authorised officer of the Issuer acceptable to the Debenture Holders stating that the Issuer is in compliance with all the financial covenants prescribed in Section 7.2.2 (*Financial Covenants*) on the basis of the most recent unaudited quarterly financial statements of the Issuer; and
 - (iii) if so agreed between the Issuer and the Debenture Trustee, copies of the quarterly returns filed with the RBI and SEBI;
- (c) as soon as practicable, and in any event within 20 (twenty) Business Days after the Issuer obtains actual knowledge thereof, notice of the occurrence of any event or circumstance that could reasonably be expected to result in a Material Adverse Effect;
- (d) as soon as practicable, and in any event within 20 (twenty) Business Days after the Issuer obtains actual knowledge thereof, any notices, orders or directions any court or tribunal in relation to any dispute, litigation, arbitration, investigation or other proceeding (including administrative proceedings) affecting the Issuer or its property or operations (including the Hypothecated Assets), which, if adversely determined, could result in a Material Adverse Effect;
- (e) as soon as practicable, and in any event within 20 (twenty) Business Days after the Issuer obtains actual knowledge thereof, notice of the occurrence of any Event of Default or potential Event of Default including any steps taken to cure such event;
- (f) as soon as practicable, and in any event within 20 (twenty) Business Days, details of the receipt of notice of any Financial Indebtedness of the Issuer declared to be due and payable or required to be prepaid other than by a regularly scheduled required prepayment, prior to the stated maturity thereof;
- (g) as soon as practicable, and in any event within 20 (twenty) Business Days of receiving (i) any notice of any application for winding up or insolvency process or any statutory notice of winding up or insolvency process under the provisions of the Companies Act or any other Applicable Law (including the (Indian) Insolvency and Bankruptcy Code, 2016, the Insolvency and Bankruptcy (Insolvency and Liquidation Proceedings of Financial Service

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Providers and Application to Adjudicating Authority) Rules, 2019, and any other rules and regulations made thereunder from time to time), or (ii) any other notice under any other statute relating to the commencement/initiation of winding up or insolvency process or any similar action, or any suit or other legal process in respect thereof proposed to be filed or initiated against the Issuer;

- (h) without prejudice to paragraph (g) above, promptly inform the Debenture Trustee, upon the occurrence or commencement of any corporate action, legal proceedings or other procedures in relation to the Issuer including the steps being taken in relation to the preparation of a resolution plan for the Issuer pursuant to any applicable regulations in relation to the restructuring of debt issued by the Reserve Bank of India or any other Applicable Law;
- (i) without prejudice to paragraph (j) below, as soon as practicable and in any event within 5 (five) calendar days of receipt of a request, such additional documents or information as the Debenture Trustee or the Debenture Holders may reasonably request from time to time; and
- (j) as soon as practicable and in any event within the timelines prescribed by the Debenture Trustee (and Applicable Law), such other information, notifications, details, documents, reports, statements and certificates (including from chartered accountants, auditors and/or directors of the Issuer) 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.

7.2.4. **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;

(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

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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 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) ***Loss or Damage by Uncovered Risks***

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

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

- (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) provide to the Debenture Trustee or its nominee(s)/agent(s) such information/copies of relevant extracts as they may require for the purpose of filing any relevant forms with any Governmental Authority (including but not limited to the CERSAI) in relation to the Debentures and the Hypothecated Assets;
- (iv) furnish reports to the Debenture Trustee any and all information required to be provided to the Debenture Holders under Applicable Law; and
- (v) within 45 (forty five) days of each Quarterly Date or within 7 (seven) days of any relevant meeting of the board of directors, whichever is earlier, furnish reports/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 along with the number of Debentures held by each Debenture Holder;
 - (B) details of any Outstanding Amounts and any Outstanding Principal Amounts due, but unpaid and reasons thereof;
 - (C) details of the interest due, but unpaid and reasons thereof;
 - (D) the number and nature of grievances received from the Debenture Holders, and (I) resolved by the Issuer, and (II) unresolved by the Issuer along with the reasons for the same; and
 - (E) such other information as may be agreed between the Parties from time to time; and

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- (vi) if so requested, submit to the Debenture Trustee a statement that the assets of the Issuer which are available by way of security is/are sufficient to discharge the claims of the Debenture Holders as and when they become due;

(h) ***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;

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

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

(j) ***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;

(k) ***Further Assurances***

- (i) provide details of any litigation, arbitration or administrative proceedings;
- (ii) comply with any monitoring and/or servicing requests/calls from the Debenture Trustee on a quarterly basis and at such other time periods as the Debenture Trustee may reasonably request;
- (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, the environmental, social and taxation related laws, 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

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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; and
- (D) 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;
- (vii) procure that the Debentures are rated and continue to be rated until the Final Settlement Date;
- (viii) 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
- (ix) it will provide all necessary assistance and cooperation to, and permit the Debenture Trustee to conduct periodical checks, verifications, due diligence and other inspections (at such frequency and within such timelines as may be determined by the Debenture Trustee) in respect of the books and accounts of the Issuer and the Hypothecated Assets;

(1) **Security**

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

- (i) the Debentures shall be secured by way of an 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;

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- (vi) to register and perfect the security interest created thereunder by filing Form CHG-9 with the ROC and provide all information and assistance that the Debenture Trustee may require, to enable it to file 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, a time period of 20 (twenty) calendar days of the Security Cover not being met, 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) 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;
 - (x) furnish and execute all necessary documents to give effect to the Hypothecated Assets;
 - (xi) the security interest created on the Hypothecated Assets shall be a continuing security;
 - (xii) the Hypothecated Assets shall fulfil the eligibility criteria set out in the transaction documents;
 - (xiii) nothing contained herein shall prejudice the rights or remedies of the Debenture Trustee and/or the Debenture Holders in respect of any present or future security, guarantee obligation or decree for any indebtedness or liability of the Issuer to the Debenture Trustee and/or the Debenture Holders;
 - (xiv) 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 under the transaction documents; and
 - (xv) to forthwith upon demand by the Debenture Trustee, reimburse to the Debenture Trustee all amounts paid by the Debenture Trustee to reasonably protect the Hypothecated Assets and such amounts shall be deemed to be secured by the Hypothecated Assets;
- (m) ***Filings and Information***
- (i) make all necessary filings required pursuant to the Act (including with the ROC) and the guidelines/regulations of the RBI;
 - (ii) provide to the Debenture Trustee such information as it may require for any filings, statements, reports that the Debenture Trustee is required to provide to any Governmental Authority under Applicable Law; and
 - (iii) within such timelines as may be prescribed by the Debenture Trustee, provide all relevant information required by the Debenture Trustee for the effective discharge of its duties and obligations under the transaction documents, including but not limited to the copies of all reports, balance sheets and the profit and loss account of

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the Issuer;

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

in the event of any delay in the execution of any transaction document or the creation and 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 penal charges at the rate of 2% (two percent) per annum in addition to the 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);

(o) ***Validity of Transaction Documents***

ensure and procure that the transaction documents shall be validly executed and delivered and will continue in full force and effect and will constitute valid, enforceable and binding obligations of the Issuer;

(p) ***Internal Control***

maintain internal control for the purpose of:

- (i) preventing fraud on amounts lent by the Issuer; and
- (ii) ensuring that the proceeds of the Debentures are not used for money laundering or illegal purposes;

(q) ***Audit and Inspection***

permit visits and inspection of books of records, documents and accounts to the Debenture Trustee and authorised representatives of Debenture Holders at such time periods as may be reasonably requested by them;

(r) ***Books and Records***

maintain its accounts and records in accordance with Applicable Law;

(s) ***Access; Periodic Portfolio Monitoring***

provide the Debenture Trustee and the Debenture Holders and any of their representatives, professional advisers and contractors with access to and/or permit them to, at the cost of the Issuer:

- (i) examine and inspect the books and records, documents and accounts maintained by the Issuer;
- (ii) portfolio data in the format prescribed by the Debenture Holders from time to time; and
- (iii) discuss the affairs, finances and accounts of the Issuer, and be advised as to the same, by the relevant officers;

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(t) ***Listing and Monitoring Requirements***

comply with all covenants, undertakings and requirements set out in Section 7.2.7 (*Listing and Monitoring Requirements*);

(u) ***Rating Covenants***

ensure and procure that there is no suspension of the rating of the Debentures and/or the rating of the Issuer by any credit rating agency;

(v) ***Wilful Defaulter***

ensure and procure that it does not induct any person (including any person who is a promoter or director on the board of another company) whose name appears in the list of wilful defaulters maintained in accordance with the applicable regulations of the RBI, on its board of directors or as a person in charge of and responsible for the management of its affairs.

If any such person is found to be on the board of directors of the Issuer or in charge of and responsible for the management of its affairs, the Issuer shall take expeditious and effective steps to remove such person from its board of directors or from being in charge of and responsible for the management of its affairs, as applicable;

(w) ***Fraud Risk Management***

ensure and procure that if the Debentures and/or the obligations of the Issuer in respect of the Debentures are classified as a "red-flagged" account by any Debenture Holder in accordance with relevant directions, guidelines, circulars issued by the RBI or under Applicable Law, as applicable to such Debenture Holder, and such Debenture Holder requires its internal auditors to conduct an investigation in relation thereto and/or requires the services of an external auditor for such investigation, the Issuer shall, upon a request from the Debenture Trustee (acting on the instructions of the Debenture Holders), co-operate with such Debenture Holder and its internal and/or external auditors in connection with such investigation including by providing such information, documents, records, access and assistance as may be reasonably required by such Debenture Holder and/or its auditors for the purposes of such investigation.

The Issuer further agrees and acknowledges that, if any audit report in relation to such investigation remains inconclusive or is delayed due to any failure or delay on the part of the Issuer to provide the requisite co-operation, information, documents, records, access or assistance, the relevant Debenture Holder may, in accordance with Applicable Law, determine the status of the relevant account as fraud or otherwise based on the material available on its records and its own internal investigation and/or assessment;

(x) ***Information Utility***

ensure and procure that if the Issuer is required under the IBC, or under any equivalent legislation or regulations, to submit to the Information Utility or such other institution or agency, any information regarding its Financial Indebtedness including any financial information relating to the Debentures and information relating to the Hypothecated Assets, it shall submit/file all such information and perform all such actions as may be required under Applicable Law; and

(y) ***Anti-corruption law, Anti-Money Laundering Laws and Anti-Terrorism Financing Laws and Sanctions Laws***

ensure and procure that:

- (i) it shall (and shall ensure that any subsidiary (as defined in the Companies Act) of

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the Issuer or of any group company of the Issuer will) not directly or indirectly use the proceeds of the Debentures for any purpose which would breach the Bribery Act 2010, the United States Foreign Corrupt Practices Act of 1977 or other similar legislation in other jurisdictions;

- (ii) it shall (and shall ensure that any subsidiary (as defined in the Companies Act) of the Issuer or of any group company of the Issuer will):
 - (A) conduct its businesses in compliance with applicable anti-corruption laws; and
 - (B) maintain policies and procedures designed to promote and achieve compliance with such laws.

7.2.5. **Negative Covenants**

The Issuer shall not take any action in relation to the items set out in this Section 7.2.5 (*Negative Covenants*) without the prior written consent of the Debenture Trustee (acting on the instructions of the Majority Debenture Holders). The Debenture Trustee shall provide its prior written approval/dissent within 15 (fifteen) calendar days after receiving a request to provide its approval. PROVIDED THAT such request must be accompanied by all relevant information substantiating the request to enable the Debenture Holders to make a reasoned decision.

(a) ***Change of business/Change in Constitutional Documents***

- (i) Change the general nature of the Issuer's business from that which is permitted as a "non-banking financial company - micro finance institution" registered with the RBI.
- (ii) Make any changes, amendments, or modifications to its Constitutional Documents which which would impact the consummation of the transactions contemplated under the transaction documents or otherwise prejudice or adversely impact the rights/interest of the Debenture Holders or in any manner alter the terms of the Debentures.

(b) ***Dividend***

If (i) a Payment Default has occurred and is continuing, or (ii) the Issuer fails to create or maintain the Transaction Security in accordance with the terms of the transaction documents, declare or pay any dividend to its shareholders (including holders of preference shares) during any Financial Year unless it has paid or made arrangements to pay (to the satisfaction of the Debenture Trustee) all the dues to the Debenture Holders/Debenture Trustee up to the date on which the dividend is proposed to be declared or paid or has made satisfactory provisions thereof.

(c) ***Disposal of Assets***

Enter into any transaction for sale of assets or business or division of the Issuer that has the effect of exiting or re-structuring of the existing business of the Issuer.

(d) ***Insolvency proceedings***

Voluntarily wind up or liquidate or dissolve its affairs or make any filing for initiation of corporate insolvency resolution process or liquidation under the Companies Act or any other Applicable Law (including the (Indian) Insolvency and Bankruptcy Code, 2016, the Insolvency and Bankruptcy (Insolvency and Liquidation Proceedings of Financial Service

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Providers and Application to Adjudicating Authority) Rules, 2019, and any other rules and regulations made thereunder from time to time).

(e) ***Shareholding***

Enter into any transaction in respect of sale, disposal or transfer in any matter whatsoever of the equity shares held by the Promoters in the Issuer, whereby the holding of the Promoters in the Issuer reduces below 51% (fifty one percent) on a fully diluted basis.

(f) ***Encumbrance***

Create any charge or encumbrance on all or any part of the Hypothecated Assets (other than pursuant to the provisions of the transaction documents).

(g) ***Change in Financial Year***

Change in the Financial Year end from March 31 unless such change is mandatorily required to be made for compliance with Applicable Law.

7.2.6. Events of Default and Remedies

7.2.6.1. *Consequences and Remedies*

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 immediately due and payable (or be due and payable on such date(s) as may be prescribed/notified 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) 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;
- (e) 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
- (f) 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.

7.2.6.2. *Events of Default*

Each of the events or circumstances set out in this Section 7.2.6.2 (*Events of Default*) below is an Event of Default.

(a) ***Payment Defaults***

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The Issuer does not pay on any Due Date any amount payable pursuant to the transaction documents and the Debentures at the place 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(s) of such Due Date.

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

- (i) The Issuer is unable or admits inability to pay its debts as they fall due, suspends making payments on any of its debts or, by reason of actual or anticipated financial difficulties, commences negotiations with one or more of its creditors with a view to rescheduling any of its Financial Indebtedness.
- (ii) The Issuer commences a voluntary proceeding under any applicable bankruptcy, insolvency, winding up or other similar law now or hereafter in effect, or consents to the entry of an order for relief in an involuntary proceeding under any such law, or consent to the appointment or taking possession by a receiver, liquidator, insolvency resolution professional, assignee (or similar official) for all or a substantial part of its property or take any action towards its reorganisation, liquidation or dissolution.
- (iii) A petition for reorganization, arrangement, adjustment, winding up, insolvency, or composition of debts of the Issuer in respect of the Issuer (voluntary or otherwise) have been admitted by any competent court or tribunal, and such proceedings are not contested by the Company for staying or such proceedings are not quashed and/or dismissed within 30 (thirty) days.
- (iv) Any proceedings for liquidating the Issuer have been admitted by any competent court or tribunal.

(c) ***Business***

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

(d) ***Misrepresentation***

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 prove to have been incorrect, false or misleading in any material respect when made or deemed made.

(e) ***Material Adverse Effect***

The occurrence of a Material Adverse Effect, in the sole determination of the Debenture Trustee (acting on the instructions of the Debenture Holders).

(f) ***Liquidation, Insolvency or Dissolution of the Issuer, Appointment of Receiver, Resolution Professional or Liquidator***

Any corporate action, declaration of, legal proceedings or other procedure or step is taken in relation to:

- (i) the suspension of payments, a moratorium of any Financial Indebtedness, winding-up, insolvency, liquidation, dissolution, administration or re-organisation (by way of voluntary arrangement, scheme of arrangement or otherwise) of the Issuer;
- (ii) a composition, compromise, assignment or arrangement with any creditor of the

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Issuer;

- (iii) the appointment of a liquidator, provisional liquidator, supervisor, receiver, resolution professional, administrative receiver, administrator, compulsory manager, trustee, or other similar officer in respect of (A) the Issuer, (B) any of the assets of the Issuer, or (C) any part of the undertaking of the Issuer;
- (iv) any reference 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 Framework);
- (v) enforcement of any security over any Assets of the Issuer or any analogous procedure or step is taken in any jurisdiction; or
- (vi) any other event occurs or proceeding instituted under any Applicable Law that would have an effect analogous to any of the events listed in (i) to (v) above.

(g) ***Cross Default***

- (i) The Issuer:
 - (A) defaults in any payment of any Financial Indebtedness beyond the period of grace, if any, provided in the instrument or agreement under which such Financial Indebtedness was created; and
 - (B) defaults in any payment of any Financial Indebtedness beyond the period of grace, if any, which has been declared to be due and payable by the holder or holders of such Financial Indebtedness pursuant to any defaults in the observance or performance of any agreement or condition relating to any Financial Indebtedness or contained in any instrument or agreement evidencing, securing or relating thereto.
- (ii) Any Financial Indebtedness of the Issuer is declared to be due and payable, or required to be prepaid other than by a regularly scheduled required prepayment, prior to the stated maturity thereof, and the Issuer defaults in any payment of such Financial Indebtedness beyond the period of grace, if any.

(h) ***Transaction Documents***

The transaction documents (in whole or in part), are terminated or ceases to be effective or ceases to be in full force or no longer constitutes valid, binding and enforceable obligations of the Issuer.

(i) ***Unlawfulness***

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

(j) ***Repudiation***

The Issuer repudiates any of the transaction documents, or evidences an intention to repudiate any of the transaction documents.

(k) ***Security in Jeopardy***

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In the opinion of the Debenture Trustee (acting on the instructions of the Debenture Holders) any Hypothecated Asset(s) are in jeopardy.

(l) ***Security***

- (i) The Issuer fails to create and perfect security within the timelines prescribed in the transaction documents and/or in the manner prescribed in the transaction documents.
- (ii) The value of the Hypothecated Assets is insufficient to maintain the Security Cover or the Issuer fails to maintain the Security Cover (including by way of providing additional/alternate security to the satisfaction of the Debenture Trustee) within the timelines prescribed in the relevant transaction documents.
- (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), or such security interests fail to have the priority contemplated under the transaction documents, or the security interests become unlawful, invalid or unenforceable.
- (iv) The Issuer creates or attempts to create any mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having similar effect, over the Hypothecated Assets, without the prior consent of the Debenture Trustee.

(m) ***Creditors' Process and Expropriation***

Any Governmental Authority, or any person by or under the authority of any Governmental Authority:

- (i) condemns, seizes, nationalises, expropriates or compulsorily acquires all or a material part of the undertaking, assets, rights or revenues of the Issuer;
- (ii) has assumed custody or control of all or substantial part of the business or operations of the Issuer (including operations, properties and other assets); or
- (iii) has taken any action for the dissolution of the Issuer, or any action that would prevent the Issuer, their members, or their officers from carrying on their business or operations or a substantial part thereof.

(n) ***Revocation of RBI License / Adverse Regulatory Action***

Any license or registration issued by the RBI to the Issuer and required for carrying on its business is revoked, cancelled, suspended or withdrawn or the RBI takes any adverse regulatory action against the Issuer.

(o) ***Breach of other Covenants***

Any breach of any covenant or undertaking of the Issuer in the transaction documents (other than as set out in paragraphs (a) to (n) above), which, to the extent capable of remedy in the sole opinion of the Debenture Trustee (acting on the instructions of the Debenture Holders), is not remedied within such time period as may be prescribed by the Debenture Trustee (acting on the instructions of the Debenture Holders).

7.2.6.3. 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

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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.

7.2.6.4. *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.

7.2.7. **Listing and Monitoring Requirements**

7.2.7.1. *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 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 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

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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.

7.2.7.2. *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

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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.

7.2.7.3. **Requirements under the SEBI LODR Regulations**

The Issuer hereby further agrees, declares and covenants with the Debenture Trustee that 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*), Chapter IV (*Obligations of a listed entity which has listed its specified securities and non-convertible debt securities*), and Chapter V (*Obligations of listed entity which has listed its non-convertible securities*) of the SEBI LODR Regulations.

7.2.7.4. **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 SEBI 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 Company 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 and expenses incurred in conducting such inspection/due diligence process shall be fully borne by the Issuer. In the event, any fees, costs and 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;

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- (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) (to the extent applicable) details with respect to the assets of the Issuer and of the guarantors 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 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 maintenance of 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:

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REPORTS/ CERTIFICATES	TIMELINES FOR SUBMISSION REQUIREMENTS TO THE DEBENTURE TRUSTEE	TIMELINE FOR SUBMISSION OF REPORTS/CERTIFICATIO NS 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.
(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.

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REPORTS/ CERTIFICATES	TIMELINES FOR SUBMISSION REQUIREMENTS TO THE DEBENTURE TRUSTEE	TIMELINE FOR SUBMISSION OF REPORTS/CERTIFICATIO NS BY DEBENTURE TRUSTEE
(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.

7.2.7.5. *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:

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

7.2.7.6. *Others*

- The Issuer shall ensure due compliance and adherence to the SEBI Listed Debentures Circulars in letter and spirit.
- 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.
- 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.).
- 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.
- The Issuer and the Debenture Trustee hereby agree and covenant to comply with the requirements prescribed under the SEBI Debenture Trustees Master Circular in respect of the Debentures and the transactions contemplated in the transaction documents.

SECTION 8: OTHER INFORMATION AND APPLICATION PROCESS

Please refer the application procedure set out in Section 8 of the General Information Document. Certain details in relation to the EBP process are set out below.

8.1 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)	Up to 27,500 (twenty seven thousand and five hundred) senior, secured, rated, listed, redeemable, transferable, taxable, non-convertible debentures denominated in Indian Rupees, having a face value of INR 1,00,000 (Indian Rupees One Lakh) each and an aggregate nominal value of INR 275,00,00,000 (Indian Rupees Two Hundred and Seventy Five Crore) including a green shoe option of up to 9,000 (nine thousand) senior, secured, rated, listed, redeemable, transferable, taxable, non-convertible debentures denominated in Indian Rupees, having a face value of INR 1,00,000 (Indian Rupees One Lakh) each and an aggregate nominal value of INR 90,00,00,000 (Indian Rupees Ninety Crore). Green Shoe Option: Up to 9,000 (nine thousand) senior, secured, rated, listed, redeemable, transferable, taxable, non-convertible debentures denominated in Indian Rupees, having a face value of INR 1,00,000 (Indian Rupees One Lakh) each and an aggregate nominal value of INR 90,00,00,000 (Indian Rupees Ninety Crore)
Interest Rate Parameter	Fixed coupon (being, 9.15% (nine decimal one five percent) per annum payable quarterly).
Bid opening and closing date	Bid opening date: September 30, 2026 Bid closing date: September 30, 2026
Minimum Bid Lot	100 (one hundred) Debentures (being INR 1,00,00,000 (Indian Rupees One Crore) and in multiples of 1 (one) Debenture thereafter (being INR 1,00,000 (Indian Rupees One Lakh)).
Manner of bidding in the Issue	Open Bidding
Manner of allotment in the Issue	Uniform Yield Allotment
Bidding Type	Price Based Bidding
Manner of settlement in the Issue	Pay-in of funds through ICCL.

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	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, where "T" refers to the date of bidding. Settlement of the Issue will be on October 1, 2026
Pay-in date	October 1, 2026 (i.e., T+1, 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:

Beneficiary Name:	CREDITACCESS GRAMEEN LIMITED NCD ISSUANCE AC
Account No:	002281300017283
RTGS/NEFT IFS Code:	YESB0000022
Bank Name:	Yes Bank Ltd
Account Type:	Current Account
Branch address:	Kasturba Road Branch, Bangalore

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.

8.2 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.

8.3 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

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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.

8.4 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.

8.5 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 of 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)

8.6 Payment Instructions

The Application Form should be submitted directly. The entire amount of INR 1,00,000 (Indian Rupees One Lakh) per Debenture is payable along with the making of an application. Applicants can remit the application amount on the Pay-in Date through RTGS in the account of ICCL set out in the section named "INSTRUCTIONS" of the Application Form.

8.7 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 in respect of the Debentures:

- mutual funds, venture capital funds, Alternative Investment Funds and Foreign Venture Capital Investors registered with SEBI;
- non-banking financial companies;
- foreign portfolio investors (FPIs) other than individuals and family offices;
- qualified foreign investors (QFIs);

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- (e) foreign institutional investors (FIIs);
- (f) public financial institutions;
- (g) scheduled commercial banks;
- (h) multilateral and bi-lateral development financial institutions;
- (i) insurance companies registered with Insurance Regulatory and Development Authority of India;
- (j) corporate bodies;
- (k) any other person (not being an individual or a group of individuals) 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.

8.8 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.

SECTION 9: DECLARATION

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

- 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.
- E. 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.

I am authorized by the Board of Directors of the Issuer vide resolution number 06 dated December 10, 2025 read with the resolution dated September 23, 2026 of the executive, borrowings and investment committee of the board of directors of the Issuer, 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 **CreditAccess Grameen Limited**

NILESH
SHRIKRISHNA DALVI
A DALVI

Digitally signed by
NILESH
SHRIKRISHNA DALVI
Date: 2026.09.23
13:17:20 +05'30'

Name: Nilesh Dalvi
Designation: Chief Financial Officer
Date: September 23, 2026
Place: Bengaluru, India

DEEPTI R

Digitally signed
by DEEPTI R
Date: 2026.09.23
13:22:59 +05'30'

Name: Deepti Ramani
Designation: Company Secretary & Compliance
Officer
Date: September 23, 2026
Place: Bengaluru, India

SECTION 10: UNDERTAKINGS

10.1 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 or higher 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 charge is proposed to be created as security for the Debentures shall be free from any encumbrances. 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 transaction documents, being the Hypothecated Assets, are free from any encumbrances.

10.2 ATTESTATION BY AUTHORISED PERSON(S)

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

- (a) The Issuer is in compliance with the provisions of Securities Contracts (Regulation) Act, 1956 and the Securities and Exchange Board of India Act, 1992, Companies Act, 2013 and the rules and regulations made thereunder.
- (b) The compliance with the Securities Contracts (Regulation) Act, 1956 and the Securities and Exchange Board of India Act, 1992, Companies Act, 2013 and the rules does not imply that payment of dividend or interest or repayment of non-convertible securities, is guaranteed by the Central Government.
- (c) The monies received under the offer shall be used only for the purposes and objects indicated in this Key Information Document.
- (d) Whatever is stated in 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.

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- (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:

**NILESH
SHRIKRISHNA
DALVI**

Digitally signed by
NILESH
SHRIKRISHNA DALVI
Date: 2026.09.23
13:17:47 +05'30'

Name: Nilesh Dalvi
Designation: Chief Financial Officer
Date: September 23, 2026
Place: Bengaluru, India

DEEPTI R

Digitally signed
by DEEPTI R
Date: 2026.09.23
13:23:51 +05'30'

Name: Deepti Ramani
Designation: Company Secretary and Compliance
Officer
Date: September 23, 2026
Place: Bengaluru, India

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

Attached separately.

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ANNEXURE II: CONSENT LETTER FROM THE DEBENTURE TRUSTEE AND REGISTRAR

Debenture Trustee

Attached separately.

Registrar

Attached separately.

ANNEXURE III: APPLICATION FORM

A public limited company incorporated under the Companies Act, 1956

Registered Office: No. 49, 46th Cross, 8th Block, Jayanagar, (Next to Rajalakshmi Kalyana Mantap)

Bengaluru 560070, Karnataka

Telephone No.: +91 80226 37300

Website: <https://www.creditaccessgrameen.in/>

DEBENTURE SERIES APPLICATION FORM SERIAL NO.								
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ISSUE OF UP TO 27,500 (TWENTY SEVEN THOUSAND AND FIVE HUNDRED) SENIOR, SECURED, RATED, LISTED, REDEEMABLE, TRANSFERABLE, TAXABLE, NON-CONVERTIBLE DEBENTURES DENOMINATED IN INDIAN RUPEES ("INR"), HAVING A FACE VALUE OF INR 1,00,000 (INDIAN RUPEES ONE LAKH) EACH AND AN AGGREGATE NOMINAL VALUE OF INR 275,00,00,000 (INDIAN RUPEES TWO HUNDRED AND SEVENTY FIVE CRORE) INCLUDING A GREEN SHOE OPTION OF UP TO 9,000 (NINE THOUSAND) SENIOR, SECURED, RATED, LISTED, REDEEMABLE, TRANSFERABLE, TAXABLE, NON-CONVERTIBLE DEBENTURES DENOMINATED IN INDIAN RUPEES, HAVING A FACE VALUE OF INR 1,00,000 (INDIAN RUPEES ONE LAKH) EACH AND AN AGGREGATE NOMINAL VALUE OF INR 90,00,00,000 (INDIAN RUPEES NINETY CRORE) ("DEBENTURES") ON A PRIVATE PLACEMENT BASIS (THE "ISSUE").

DEBENTURE 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

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 May 28, 2026 the enclosed key information document and the private placement offer cum application letter of the same date, each issued by the Issuer (collectively,

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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)

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

ACKNOWLEDGMENT SLIP

(To be filled in by Applicant) SERIAL NO.									
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Received from

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

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INSTRUCTIONS

1. Application form must be completed in full, IN ENGLISH.
2. Signatures must be made in English or in any of the Indian languages. Thumb Impressions must be attested by an authorized official of the Bank or by a Magistrate/Notary Public under his/her official seal.
3. Application form, duly completed in all respects, must be submitted with the respective Collecting Bankers. The payment is required to be made to the following account(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, 1961 and the Income Tax Circle/Ward/District. In case where neither the PAN nor the GIR No. has been allotted, the fact of non-allotment should be mentioned in the application form in the space provided. Income Tax as applicable will be deducted at source at the time of payment of interest including interest payable on application money.
 7. The application would be accepted as per the terms of the Debentures outlined in the transaction documents for the private placement.

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ANNEXURE IV: ILLUSTRATION OF BOND CASH FLOWS

Illustration of Bond Cash Flows	
Name of the Issuer	CreditAccess Grameen Limited
Face Value (per security)	INR 1,00,000 (Indian Rupees One Lakh)
Issue Date / Date of Allotment	October 1, 2026
Final Redemption Date	September 30, 2028
Tenure	24 (twenty four) months from the Deemed Date of Allotment
Coupon Rate	9.15% (nine decimal one five percent) per annum (fixed) payable quarterly.
Frequency of the Coupon Payment with specified dates	Quarterly. Please see below.
Day count convention	Actual/Actual

INTEREST PAYMENT AND REDEMPTION SCHEDULE

INTEREST PAYMENT SCHEDULE

CASH FLOWS	RECORD DATE	DUE DATE	DATE OF PAYMENT *	NO. OF DAYS IN COUPON PERIOD	INTEREST AMOUNT PER DEBENTURE (in INR)
1 st Interest Payment	16-Dec-26	01-Jan-27	01-Jan-27	92	2,306
2 nd Interest Payment	16-Mar-27	01-Apr-27	01-Apr-27	90	2,256
3 rd Interest Payment	15-Jun-27	01-Jul-27	01-Jul-27	91	2,281
4 th Interest Payment	15-Sep-27	01-Oct-27	01-Oct-27	92	2,306
5 th Interest Payment	16-Dec-27	01-Jan-28	01-Jan-28	92	2,306
6 th Interest Payment	16-Mar-28	01-Apr-28	01-Apr-28	91	2,275
7 th Interest Payment	15-Jun-28	01-Jul-28	01-Jul-28	91	2,275
8 th Interest Payment	14-Sep-28	30-Sep-28	30-Sep-28	91	2,275

REDEMPTION SCHEDULE

CASH FLOWS	RECORD DATE	DUE DATE	DATE OF PAYMENT *	NUMBER OF DAYS	PRINCIPAL AMOUNT PER DEBENTURE (in INR)
Principal Amounts	14-Sep-28	30-Sep-28	30-Sep-28	730	1,00,000

* Date of Payment is subject to Business Day Convention.

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ANNEXURE V: DUE DILIGENCE CERTIFICATE

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

Attached separately.

2. **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 out of certain identified book debts/loan receivables 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 Deed of Hypothecation.

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

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- (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 7.1 (*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):** Please refer Annexure X for a copy of the Debenture Trustee Agreement and Annexure II for the consent letter issued by the Debenture Trustee, for terms and conditions of the appointment of the Debenture Trustee and fee of the Debenture Trustee.

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- (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 7.1 (*Summary Terms*).
- (o) **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 SEBI (Debenture Trustees) Regulations, 1993 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 the Security Cover 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.
- 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.
- (p) **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.

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ANNEXURE VII: BOARD RESOLUTION AND COMMITTEE RESOLUTION

Board resolutions:

Attached separately.

Committee Resolution:

Attached separately.

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ANNEXURE VIII: SHAREHOLDERS' RESOLUTIONS

Section 180(1)(c) resolution:

Attached separately.

Section 180(1)(a) resolution:

Attached separately.

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**ANNEXURE IX: FORM NO. PAS-4 - PRIVATE PLACEMENT OFFER CUM APPLICATION
LETTER**

Attached separately.

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ANNEXURE X: COPY OF DEBENTURE TRUSTEE AGREEMENT

Static QR Code: 

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ANNEXURE XI: COPY OF BSE'S IN-PRINCIPLE APPROVAL

Attached separately.

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ANNEXURE XII: FINANCIAL STATEMENTS

UNAUDITED FINANCIAL STATEMENTS (For the quarter ended on June 30, 2026)

Attached separately.

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ANNEXURE XIII: SHAREHOLDING PATTERN

Attached separately.

Details of Shareholding Pattern of CreditAccess Grameen Limited as on June 30, 2026

CATEGORY	NO. OF SHARES	% TO EQUITY
Foreign Promoter Bodies Corporates	10,61,09,028	66.21%
Foreign Portfolio – Corp	2,16,10,276	13.48%
Mutual Funds	1,63,40,255	10/19%
Resident Individuals	96,56,997	6.03%
Qualified Institutional Buyer	25,18,939	1.57%
Alternative Investment Fund	14,45,435	0.90%
Employees	8,34,211	0.52%
Bodies Corporates	7,21,298	0.45%
Non-Resident Indian Repatriable	4,04,559	0.25%
Non-Resident Indian Non Repatriable	3,88,133	0.24%
H U F	1,94,704	0.12%
Key Management Personnel	32,215	0.02%
Trusts	2,655	0.00%
Foreign Portfolio Investors	326	0.00%
NBFC	316	0.00%
Clearing Members	173	0.00%
Foreign Nationals	13	0.00%
Total	16,02,59,533	100%