Key Information Document
Srl. No.: 2/2026-27
Date: August 20, 2026

Private and Confidential
For Private Circulation Only

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

KRAZYBEE SERVICES LIMITED

(FORMERLY KNOWN AS "KRAZYBEE SERVICES PRIVATE LIMITED")

Corporate Identity Number (CIN): U65100KA2016PLC086990
Permanent Account Number: AAGCK1119D
Date and Place of Incorporation: March 16, 2016, Bengaluru, Karnataka, India
Certificate of Registration issued by Reserve Bank of India: N-02.00281
Registered Office: 3rd Floor, No.128/9, Maruthi Sapphire, HAL Airport Road, Murugeshpalya, Bengaluru - 560017
Corporate Office: 3rd Floor, No.128/9, Maruthi Sapphifre, HAL Airport Road, Murugeshpalya, Bengaluru - 560017
Telephone No: 080-41275009, **Website**: www.kbnbfc.in, **Email**: legal@krazybee.com
Compliance Officer: Mrs. Pallavi Lingaraju Contact details of Compliance Officer: 91-9972857010; email address: secretarial@krazybee.com
Company Secretary: Mrs. Pallavi Lingaraju Contact details of Company Secretary: 91-9972857010; email address: secretarial@krazybee.com
Chief Financial Officer: Mr. Vivek Veda Contact Details of Chief Financial Officer 080-41275009; email address: secretarial@krazybee.com
Promoter(s): Nil. As on date, the Company does not have any promoter.

Please refer to Section 6 (*Issuer Information*).

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

THIS KEY INFORMATION DOCUMENT DATED AUGUST 20, 2026, FOR ISSUE OF DEBENTURES ON A PRIVATE PLACEMENT BASIS, TO BE READ ALONG WITH GENERAL INFORMATION DOCUMENT DATED OCTOBER 22, 2025, BEARING REFERENCE 3/2025-26.

THIS KEY INFORMATION DOCUMENT IS IN RELATION TO THE ISSUANCE OF UP TO 15,000 (FIFTEEN THOUSAND) SENIOR, SECURED, LISTED, RATED, TAXABLE, TRANSFERABLE, REDEEMABLE, NON-CONVERTIBLE DEBENTURES OF THE FACE VALUE OF INR 1,00,000/- (INDIAN RUPEES ONE LAKH ONLY) EACH AGGREGATING TO INR 150,00,00,000/- (INDIAN RUPEES ONE HUNDRED AND FIFTY CRORE ONLY) ("DEBENTURES"/"NCDS") COMPRISING OF: (A) A BASE ISSUE OF UP TO 10,000 (TEN THOUSAND) SENIOR, SECURED, LISTED, RATED, TAXABLE, TRANSFERABLE, REDEEMABLE, NON-CONVERTIBLE DEBENTURES OF THE FACE VALUE OF INR 1,00,000/- (INDIAN RUPEES ONE LAKH ONLY) EACH AGGREGATING TO INR 100,00,00,000/- (INDIAN RUPEES ONE HUNDRED CRORE ONLY); AND (B) A GREEN SHOE OPTION OF UP TO 5,000 (FIVE THOUSAND) SENIOR, SECURED, LISTED, RATED, TAXABLE, TRANSFERABLE, REDEEMABLE, NON-CONVERTIBLE DEBENTURES OF THE FACE VALUE OF INR 1,00,000/- (INDIAN RUPEES ONE LAKH ONLY) EACH AGGREGATING TO INR 50,00,00,000/- (INDIAN RUPEES FIFTY CRORE ONLY) ("GREEN SHOE OPTION"), BY WAY OF A PRIVATE PLACEMENT (THE "ISSUE"), BY KRAZYBEE SERVICES LIMITED (THE "COMPANY" OR "ISSUER") HAVING INTEREST RATE OF 9.90% (NINE POINT NINE ZERO PERCENT) PER ANNUM GROSS OF APPLICABLE TAX PAYABLE MONTHLY FROM THE DATE OF ISSUE.

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Debenture Trustee	**Registrar & Transfer Agent**	**Credit Rating Agency**	**Statutory Auditor**
SBI Trustee **SBICAP Trustee Company Limited** Address: 4th Floor, Mistry Bhavan, 122, Dinshaw Vachha Road, Churchgate, Mumbai – 400 020 Tel.: +91 22 4302 5566 Email: dt@sbicaptrustee.com / corporate@sbicaptrustee.com Contact person: Ardhendu Mukhopadhyay, CFO & COO Website: www.sbicaptrustee.com	NSDL Database Management Lim **NSDL Database Management Limited** Address:4th Floor, Trade World A Wing, Kamala Mills Compound, Senapati Bapat Marg, Lower Parel, Mumbai – 400 013 Tel.: 022 -24994200 Email: sachin.shinde@nsdl.co.in Contact person: Sachin V Shinde Website: www.ndml-nsdl.co.in	CRISIL An S&P Global Company **Crisil Ratings Limited** CRISIL House, Central Avenue, Hiranandani Business Park, Powai, Mumbai – 400 076 Tel: + 91 22 3342 3000 (B) Fax: + 91 22 3342 3050 Email: crisilratingdesk@crisil.com Website: www.crisil.com Contact Person: Ajit Velonie	Walker Chandiok & Co LLP **M/s Walker Chandiok & Co. LLP** Address: L-41 Connaught Circus, New Delhi - 110001 Email Id: Kubendran.V@walkerchandiok.in Telephone No: 93459 71241 Contact Person: Kubendran V Website: https https://www.walkerchandiok.in/ Peer Review No: 020566

ISSUE SCHEDULE	
Issue Opening Date	August 24, 2026
Issue Closing Date	August 24, 2026
Pay in Date	August 25, 2026
Deemed Date of Allotment / Allotment Date	August 25, 2026
Date of earliest closing of the issue, if any	NA

ISSUE DETAILS	
Nature	**Fully Paid, Senior, Secured, Rated, Listed, Taxable, Redeemable, Indian Rupee Denominated Non-Convertible Debentures**
Number	Issuance of up to 15,000 (Fifteen Thousand) senior, secured, listed, rated, taxable, transferable, redeemable, non-convertible debentures of the face value of INR 1,00,000/- (Indian Rupees One Lakh Only) each aggregating to INR 150,00,00,000/- (Indian Rupees One Hundred and Fifty Crore Only) (“**Debentures**”/“**NCDs**”).
Price per Debenture	INR 1,00,000/- (Indian Rupees One Lakh Only)
Amount	An aggregate amount of up to INR 150,00,00,000/- (Indian Rupees One Hundred and Fifty Crore Only) including a green shoe option aggregating up to INR s50,00,00,000/- (Indian Rupees Fifty Crore Only)
Issue size (base issue or green shoe)	Issuance of up to 15,000 (Fifteen Thousand) senior, secured, listed, rated, taxable, transferable, redeemable, non-convertible debentures of the face value of INR 1,00,000/- (Indian Rupees One Lakh Only) each aggregating to INR 150,00,00,000/- (Indian Rupees One Hundred and Fifty Crore Only) (“**Debentures**”/“**NCDs**”) comprising of: (a) a base issue of up to 10,000 (Ten Thousand) senior, secured, listed, rated, taxable, transferable, redeemable, non-convertible debentures of the face value of INR 1,00,000/- (Indian Rupees One Lakh Only) each aggregating to INR 100,00,00,000/- (Indian Rupees One Hundred Crore Only); and (b) a green shoe option of up to 5,000 (Five Thousand) senior, secured, listed, rated, taxable, transferable, redeemable, non-convertible debentures of the face value of INR 1,00,000/- (Indian Rupees One Lakh Only) each aggregating to INR 50,00,00,000/- (Indian Rupees Fifty Crore Only) (“**Green Shoe Option**”)
Coupon	Fixed interest of 9.90% (nine point nine zero percent) per annum payable monthly

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ISSUE DETAILS	
Coupon Payment Frequency	Monthly
Redemption Date	August 25, 2028
Redemption Amount	Debentures shall be redeemed at par
Credit Rating	The Debentures proposed to be issued by the Issuer have been rated by CRISIL Ratings Limited ("**Rating Agency" / "CRISIL**"). The Rating Agency has *vide* its letter dated July 28, 2026, and rating rationale dated July 27, 2026, assigned a rating of "Crisil A+" with 'Stable' outlook in respect of the Debentures. The above rating is not a recommendation to buy, sell or hold securities and investors should take their own decision. The ratings may be subject to revision or withdrawal at any time by the rating agency and should be evaluated independently of any other ratings. Please refer to Annexure II of this Key Information Document for the rating letter dated July 28, 2026, and rating rationale dated July 27, 2026 from the Rating Agency assigning the credit rating abovementioned and the press release by the Rating Agency in this respect.

Details of Eligible Investors	The following categories of investors, when specifically approached and have been identified upfront, are eligible to apply for this private placement of Debentures subject to fulfilling their respective investment norms/rules and compliance with laws applicable to them by submitting all the relevant documents along with the Application Form ("**Eligible Investors**"):
	a) Individuals, except Politically Exposed Person(s);
	b) Hindu Undivided Family;
	c) Trust;
	d) Limited Liability Partnerships;
	e) Partnership Firm(s);
	f) Portfolio Managers registered with SEBI;
	g) Association of Persons;
	h) Companies and Bodies Corporate including Public Sector Undertakings;
	i) Commercial Banks;
	j) Regional Rural Banks;
	k) Financial Institutions;
	l) Insurance Companies;
	m) Mutual Funds;
	n) Foreign portfolio investors;
	o) Non-banking financial institutions; and
	p) Any other investor eligible to invest in these Debentures

Details about Underwriting	Not Applicable
Listing	In the event that: (i) the Debentures are not listed on the BSE within a period of 3 (Three) trading days from the Issue closing date or as per the applicable guidelines whichever is lower, the Company shall pay default interest calculated at the rate of 1% (One Percent) per annum on the outstanding principal amount of the Debentures over and above the Coupon Rate for the period that the Debentures are unlisted or delisted. The Debentures are proposed to be listed on the Wholesale Debt Market segment of the BSE Limited ("**BSE**" or the "**Stock Exchange**"). The Issuer shall comply with the requirements of the SEBI LODR Regulations (as defined in Key Information Document) to the extent applicable to it on a continuous basis. Please refer to Annexure VII of the Key Information Document for the 'in-principle' listing approval from the Stock Exchange.
Electronic Book Provider Platform	The Issue shall be made through the Electronic Bidding Platform (EBP) in compliance with the extant Non-Convertible Securities (NCS) Issuance and Listing Regulations read with Listed NCDs Master Circular for details refer to Section 7 (Application Process) of the Key Information Document.

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<table>
<tr><th colspan="2">ISSUE DETAILS</th></tr>
<tr><td>Inclusion of a compliance clause in relation to electronic book mechanism and details pertaining to the uploading the Key Information Document on the Electronic Book Provider Platform, if applicable.</td><td>This Issue, offer and subscription to the Debentures shall be made by the Eligible Investors through the electronic book mechanism as prescribed by SEBI and BSE under the EBP Guidelines (as defined below) by placing bids on the EBP Platform during the period of the Issue. The Eligible Investors should also refer to the operational guidelines of the EBP in this respect. The disclosures required pursuant to the EBP Guidelines (as defined below) are set out hereinbelow:
<table>
<tr><td>Details of size of the Issue including green shoe option, if any</td><td>Total Issue size: Issuance of up to 15,000 (Fifteen Thousand) senior, secured, listed, rated, taxable, transferable, redeemable, non-convertible debentures of the face value of INR 1,00,000/- (Indian Rupees One Lakh Only) each aggregating to INR 150,00,00,000/- (Indian Rupees One Hundred and Fifty Crore Only) (“Debentures”/“NCDs”) comprising of:
(a) a base issue of up to 10,000 (Ten Thousand) senior, secured, listed, rated, taxable, transferable, redeemable, non-convertible debentures of the face value of INR 1,00,000/- (Indian Rupees One Lakh Only) each aggregating to INR 100,00,00,000/- (Indian Rupees One Hundred Crore Only); and
(b) a green shoe option of up to 5,000 (Five Thousand) senior, secured, listed, rated, taxable, transferable, redeemable, non-convertible debentures of the face value of INR 1,00,000/- (Indian Rupees One Lakh Only) each aggregating to INR 50,00,00,000/- (Indian Rupees Fifty Crore Only) (“Green Shoe Option”)</td></tr>
<tr><td>Anchor Portion Details</td><td>No</td></tr>
<tr><td>Interest rate parameter</td><td>Fixed Coupon</td></tr>
<tr><td>Bid opening and closing date</td><td>Bid opening date: August 24, 2026; and
Bid closing date: August 24, 2026</td></tr>
<tr><td>Minimum Bid lot</td><td>100 (One Hundred) Debentures (aggregating to INR 1,00,00,000/- (Indian Rupees One Crore Only), and 1 (one) Debenture thereafter</td></tr>
<tr><td>Manner of bidding in the Issue/ Bid Book Type</td><td>Closed</td></tr>
<tr><td>Manner of allotment in the Issue</td><td>The allotment will be done on Uniform Yield basis in accordance with EBP Guidelines.</td></tr>
<tr><td>Manner of settlement in the Issue</td><td>Pay-in of funds through ICCL and the account details are given in the Section 7 (Application Process) of this Key Information Document</td></tr>
<tr><td>Settlement cycle & Deemed Date of Allotment</td><td>T+1; where T refers to the date of bid closing date / issue closing date
Settlement of the Issue will be on August 25, 2026.</td></tr>
<tr><td>Listing Period</td><td>T+3; where T refers to the date of bid closing date / issue closing date</td></tr>
</table></td></tr>
<tr><td>Specific declaration requested by BSE: non-equity regulatory capital</td><td>This issue of Debentures does not form part of non-equity regulatory capital mentioned under Chapter V of the NCS Listing Regulations. The face value of each Debenture is INR 1,00,000/- (Indian Rupees One Lakh Only).</td></tr>
<tr><td>Disclosure of filing</td><td>Given this is a private placement of non-convertible securities, there shall be no requirement of filing the same with the Registrar of Companies pursuant to the Section 26(4) of the Companies Act, 2013.</td></tr>
</table>

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ISSUE DETAILS	
Reissuance of Debentures	The Issuer reserves the right to make multiple issuances under the same ISIN. Any such issue can be made either by way of creation of a fresh ISIN or by way of issuance under an existing ISIN at premium/par/discount as the case may be.

BACKGROUND

This Key Information Document (as defined below) is related to the Debentures to be issued by Krazybee Services Limited (the "**Issuer**" or "**Company**") on a private placement basis and contains relevant information and disclosures required for the purpose of issuing of the Debentures. The issue of the Debentures described under this Key Information Document has been authorised by the Issuer through resolutions passed by the shareholders of the Issuer on March 27, 2026 and the Board of Directors of the Issuer on February 09, 2026, under Section 180 (1)(c) of the Companies Act, 2013 read with resolution passed by the Board of Directors delegating the power to Finance Committee on August 10, 2026, and resolution passed by the Finance Committee on August 18, 2026 and the Memorandum and Articles of Association of the Company. Pursuant to the resolution passed by the Company's shareholders dated March 27, 2026 in accordance with provisions of Section 180 (1)(c) the Companies Act, 2013 ("**Companies Act**"), the Company has been authorised to raise funds, by way of issuance of Non-Convertible Debentures, upon such terms and conditions as the Board may think fit for aggregate amounts not exceeding INR 100,00,00,00,000- (Indian Rupees Ten Thousand Crores).

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

ISSUER'S ABSOLUTE RESPONSIBILITY

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

GENERAL RISK

Investment in non-convertible securities is risky and investors should not invest any funds in such securities unless they can afford to take the risk attached to such investments. Investors are advised to take an informed decision and to read the risk factors carefully before investing in this offering. For taking an investment decision, investors must rely on their examination of the issue including the risks involved in it. Specific attention of investors is invited to statement of risk factors contained under Section 4 of the General Information Document Dated October 22, 2025 bearing reference no. 3/2025-26. These risks are not, and are not intended to be, a complete list of all risks and considerations relevant to the non-convertible securities or investor's decision to purchase such securities.

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SECTION 1 GENERAL DISCLAIMER

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

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

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

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

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

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

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

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DISCLAIMER OF THE ISSUER

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

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

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

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

The Issuer having made all reasonable enquiries, accepts responsibility for and confirms that the information contained in this Key Information Document is true and correct in all material aspects and is not misleading in any material respect, that the opinions and intentions expressed herein are honestly held and that there are no other facts, the omission of which make this document as a whole or any of such information or the expression of any such opinions or intentions misleading in any material respect. The Company or any of its directors, employees, advisors, affiliates, subsidiaries or representatives do not accept any responsibility and/or liability for any loss or damage however arising and of whatever nature and extent in connection with the said information.

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

DISCLAIMER BY THE STOCK EXCHANGE

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

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

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DISCLAIMER BY SEBI

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

DISCLAIMER BY THE DEBENTURE TRUSTEE

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

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

DISCLAIMER BY CREDIT RATING AGENCY

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

DISCLAIMER BY RESERVE BANK OF INDIA

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

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DISCLAIMER IN RESPECT OF JURISDICTION

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

DISCLAIMER OF THE ARRANGER

The Issuer has authorised the Arranger to distribute this Key Information Document in connection with the placement of the Debentures proposed to be issued under this issue. Nothing in this Key Information Document constitutes an offer of securities for sale in the United States or any other jurisdiction where such offer or placement would be in violation of any law, rule or regulation. The Issuer hereby declares that it has exercised due-diligence to ensure complete compliance with prescribed disclosure norms in the Transaction Documents.

Each person receiving this Key Information Document acknowledges that such person has not relied on the Arranger, nor any person affiliated with the Arranger, in connection with its investigation of the accuracy of such information or its investment decision, and each such person must rely on its own examination of the Issuer and the merits and risks involved in investing in the Debentures. The Arranger: (a) has no obligations of any kind to any potential investor under or in connection with any Transaction Document; (b) is not acting as trustee or fiduciary for the potential investor; and (c) is under no obligation to conduct any "know your customer" or other procedures in relation to any person on behalf of any potential investor. Neither the Arranger nor their affiliates or their respective officers, directors, partners, employees, agents, advisors or representatives are responsible for: (a) the adequacy, accuracy, completeness and/ or use of any information (whether oral or written) supplied by the Issuer or any other person in or in connection with any Transaction Documents including this Key Information Document; (b) the legality, validity, effectiveness, adequacy or enforceability of any Transaction Document or any other agreement, arrangement or document entered into, made or executed in anticipation of or in connection with any Transaction Document; or (c) any determination as to whether any information provided or to be provided to any finance party is non-public information the use of which may be regulated or prohibited by applicable law or regulation or otherwise.

The only role of the Arranger with respect to the Debentures is confined to arranging placement of the Debentures on the basis of this Key Information Document as prepared by the Issuer. Without limiting the foregoing, the Arranger is not acting, and has not been engaged to act, as an underwriter, merchant banker or other intermediary with respect to the Debentures. The Issuer is solely responsible for the truth, accuracy and completeness of all the information provided in the Transaction Documents. The Arranger is not responsible for preparing, clearing, approving, scrutinising or vetting the Transaction Documents, nor is the Arranger responsible for doing any due-diligence for verification of the truth, correctness or completeness of the contents of the Transaction Documents. The Arranger shall be entitled to rely on the truth, correctness and completeness of the Transaction Documents. The Arranger is authorised to deliver copies of this Key Information Document on behalf of the Issuer to potential investors which are considering participation in the Issue and shall use this Key Information Document for the purpose of soliciting subscription(s) from potential investors in the Debentures. It is to be distinctly understood that the aforesaid use of the Transaction Documents by the Arranger should not in any way be deemed or construed to mean that the Transaction Documents have been prepared, cleared, approved, scrutinised or vetted by the Arranger. Nor should the contents of the Transaction Documents in any manner be deemed to have been warranted, certified or endorsed by the Arranger as to the truth, correctness or completeness thereof. Each recipient must satisfy itself as to the accuracy, reliability, adequacy, reasonableness or completeness of the Transaction Documents.

The potential investor should carefully read and retain this Key Information Document. However, the potential investors are not to construe the contents of this Key Information Document as investment, legal, accounting, regulatory or tax advice, and the potential investors should consult with their own advisors as to all legal, accounting, regulatory, tax, financial and related matters concerning an investment in the Debentures. This Key Information Document is not intended to be (and should not be used as) the basis of any credit analysis or other evaluation and should not be considered as a recommendation by the Arranger that any recipient participates in the Issue or advice of any sort. It is understood that each recipient of this Key Information Document will perform its own independent investigation and credit analysis of the proposed financing and the business, operations, financial condition, prospects, creditworthiness, status and affairs of the Issuer, based on such information and independent investigation as it deems relevant or appropriate and without reliance on the Arranger or on this Key Information Document.

The Arranger has not independently verified the contents of this Key Information Document. Accordingly, no representation, warranty or undertaking (express or implied) is made and no responsibility is accepted by the Arranger or any of their officers as to the adequacy, completeness or reasonableness of the information contained herein or of any further information, statement, notice, opinion, memorandum, expression or forecast made or supplied at any time in relation thereto.

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

Neither the Arranger nor any of their respective directors, employees, officers or agents shall be liable for any direct, indirect or consequential loss or damage suffered by any person as a result of relying on any statement in or omission from this Key Information Document or in any other information or communications made in connection with the Debentures. The Arranger is acting for the Company in relation to the Issue of the Debentures and not on behalf of the recipients of the Transaction Documents. The receipt of the Transaction Documents by any recipient is not to be constituted as the giving of investment advice by the Arranger to that recipient, nor to constitute such a recipient a customer of the Arranger. The Arranger is not responsible to any other person for providing the protection afforded to the customers of the Arranger nor for providing advice in relation to the Debentures.

Each recipient of the Transaction Documents acknowledges that:

A. each recipient has been afforded an opportunity to request and to review and has received all additional information considered by the recipient to be necessary to verify the accuracy of or to supplement the information contained therein; and

B. such recipient has not relied on the Arranger in connection with its investigation of the accuracy of such information or its investment decision.

The Arranger may purchase and hold the Debentures for their own account or for the accounts of its customers or enter into other transactions (including derivatives) relating to the Debentures at the same time as the offering of the Debentures. The Arranger may have engaged in or may in the future engage in other dealings in the ordinary course of business with the Company and / or its subsidiaries and affiliates.

The Company has prepared this Key Information Document and the Company is solely responsible for its contents. The Company is required to comply with all laws, rules and regulations and has obtained all governmental, regulatory and corporate approvals for the issuance of the Debentures. All the information contained in this Key Information Document has been provided by the Company or is from publicly available information and such information has not been independently verified by the Arranger.

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

SECTION 2 DEFINITIONS AND ABBREVIATIONS

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

Act	means Companies Act, 2013 and shall include any re-enactment, amendment or modification of the Companies Act, 2013, as in effect from time to time.
Application Form	means the application form in the Disclosure Documents(s).
Applicable Law	means any applicable law, code, ordinance, interpretation, guideline, directive, judgment, injunction, decree, treaty, regulation, rule or order of any court, tribunal or Governmental Authority, in force in India.
Allot/ Allotment/ Allotted	Unless the context otherwise requires or implies, the allotment of the Debentures pursuant to this Issue.
Allotment Date / Deemed Date of Allotment	means August 25, 2026.
Beneficial Owner(s) / Debenture Holder(s)	means the holder(s) of the Debentures in dematerialized form whose name is recorded as such with the Depository.
Board/ Board of Director(s)	Board of Director(s) of the Issuer.
BSE	shall mean BSE Limited
Business	The Company is a systemically important non-deposit taking non-banking financial company registered with RBI and engaged in the business of providing loans to customers through its tech platforms.
Business Day	means any day, other than a public holiday under Section 25 of the Negotiable Instruments Act, 1881 or a Sunday, on which banks are open for general business in Chennai and Bangalore.
CERSAI	means the Central Registry of Securitization Asset Reconstruction and Security Interest of India.
CDSL	shall mean Central Depository Services (India) Limited.
CIBIL	means TransUnion Cibil Limited, a company incorporated under the Companies Act, 1956 and validly existing under the Companies Act, 2013 having corporate identification number U72300MH2000PLC128359 and its registered office at One World Centre, 19th Floor, Tower 2A & 2B, Senapati Bapat Marg, Lower Parel, Mumbai - 400013.
Company / Issuer	Krazybee Services Limited.
Constitution Documents / Charter Documents	means the memorandum of association, articles of association and certificate of incorporation of the Company.
Control/Controlled by/under common Control with	shall include the right to appoint majority of the directors or to control the management or policy decisions by a person or persons acting individually or in concert, directly or indirectly, including by virtue of their shareholding or management rights or shareholders agreements or voting agreements or in any other manner.
Coupon or Interest	means the coupon payable on the Debentures on the Coupon Payment Date(s), at the Coupon Rate.
Coupon Payment Date	means the date(s) as specified in Section 8 (*Summary of Terms*) of this Key Information Document.
Coupon Pay-in Date	has the meaning assigned to such term in Annexure X.
Debentures or NCDs	Issuance of up to 15,000 (Fifteen Thousand) senior, secured, listed, rated, taxable, transferable, redeemable, non-convertible debentures of the face value of INR 1,00,000/- (Indian Rupees One Lakh Only) each aggregating to INR 150,00,00,000/- (Indian Rupees One Hundred and Fifty Crore Only) ("**Debentures**"/"**NCDs**") comprising of: (a) a base issue of up to 10,000 (Ten Thousand) senior, secured, listed, rated, taxable, transferable, redeemable, non-convertible debentures of the face value of INR 1,00,000/-

	(Indian Rupees One Lakh Only) each aggregating to INR 100,00,00,000/- (Indian Rupees One Hundred Crore Only); and (b) a green shoe option of up to 5,000 (Five Thousand) senior, secured, listed, rated, taxable, transferable, redeemable, non-convertible debentures of the face value of INR 1,00,000/- (Indian Rupees One Lakh Only) each aggregating to INR 50,00,00,000/- (Indian Rupees Fifty Crore Only) ("**Green Shoe Option**").
Disclosure Documents	shall mean general information document, key information document prepared in accordance with Schedule I of SEBI NCS Listing Regulations and Offer Letter prepared in accordance with Section 42 of the Act read with the Companies (Prospectus and Allotment of Securities) Rules, 2014.
Debenture Holder(s)/Investors	means the persons who are, for the time being and from time to time, the holders of the Debentures and, whose names appear in the Register of Beneficial Owners/register of debenture holders, where such Debentures are held in dematerialised form and the Register of Debenture Holders, where such Debentures are held in physical form.
Debenture Trust Deed / DTD	The Debenture trust deed entered / to be entered into between the Company and the Debenture Trustee.
Debenture Trustee	means SBICAP Trustee Company Limited, a company incorporated under the provisions of the Companies Act, 1956, and validly existing under the provisions of the Companies Act, 2013, with corporate identification number U65991MH2005PLC158386, having its registered office at 4th Floor, Mistry Bhavan, 122 Dinshaw Vachha Road, Churchgate, Mumbai, Maharashtra - 400020, India, and acting through its branch office situated at 3rd Floor, 34 College Rd, Subba Road Avenue, Nungambakkam, Chennai, Tamil Nadu 600006 India.
Debenture Trustee Agreement	means the agreement entered into by and between the Issuer and the Debenture Trustee dated August 19, 2026, for the purposes of appointment of the Debenture Trustee to act as trustee in connection with the issuance of the Debentures.
Deed of Hypothecation/ Hypothecation Agreement	means the unattested hypothecation agreement, dated on or about the Deemed Date of Allotment, to be executed and delivered by the Company in a form acceptable to the Debenture Trustee securing the due repayment of the Payment Obligations.
Default Coupon	has the meaning assigned to such term in Section 8 of this Key Information Document.
Depository Participant / DP	means a depository participant as defined under Depositories Act, 1996 as amended from time to time.
Depository	means either the National Securities Depository Limited (NSDL) or Central Depository Services (India) Limited (CDSL), as the case may be.
Depositories Act	The Depositories Act, 1996, as amended from time to time.
Director	means a director on the board of directors of the Company.
DRR	Debenture Redemption Reserve.
EBP Guidelines	means the requirements with respect to electronic book mechanism prescribed in Chapter VI (Electronic Book Provider platform) of the Listed NCDs Master Circular and the operational guidelines issued by the relevant Electronic Book Provider, as may be restated, amended, modified or updated from time to time.
EBP Platform / EBP	Means web based electronic booking platform for private placement of securities under the EBP Guidelines
EFT	Electronic Fund Transfer.
Event of Default	shall mean the occurrence of any of the events mentioned in Section 10.6 of this Key Information Document
Financial Year/ FY/ Fiscal Year	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.
Financial Indebtedness	means any indebtedness for or in respect of: a. moneys borrowed; b. any amount raised by acceptance under any loan or credit facility; c. any amount raised pursuant to any note purchase facility or the issue of bonds, notes, debentures, loan stock or any similar instrument;

	d. any amount payable for redemption of any redeemable preference share which: i. is redeemable at the option of the Company; or ii. according to the terms of its issue, is redeemable prior to the maturity of the Debentures; e. the amount of any liability in respect of any lease or hire purchase contract which would, in accordance with Indian Accounting Standards, be treated as a finance or capital lease; f. receivables sold or discounted (other than any receivables to the extent they are sold on a non-recourse basis); g. any amount raised under any other transaction (including any forward sale or purchase agreement) having the commercial effect of a borrowing; h. the acquisition cost of any asset or service to the extent payable before or after its acquisition or possession by the party liable where the advance or deferred payment: i. is arranged primarily as a method of raising finance or of financing the acquisition of that asset or service or the construction of that asset or service, or ii. involves a period of more than six months before or after the date of acquisition or supply, and iii. any derivative transaction entered into in connection with protection against or benefit from fluctuation in any rate or price (and, when calculating the value of any derivative transaction, only the marked to market value shall be taken into account); i. any counter-indemnity obligation in respect of a guarantee by the Company, indemnity, bond, standby or documentary letter of credit or any other instrument issued by a bank or financial institution; j. any obligation under any call or put option arrangement in respect of any shares or any form of guarantee or indemnity in respect of any call or put option arrangement; and k. without double counting, the amount of any liability in respect of any guarantee or indemnity for any of the items referred to in paragraphs (a) to (j) above.
Final Redemption Date	means the date on which all Secured Obligations have been irrevocably and unconditionally discharged by the Company, to the satisfaction of the Secured Parties.
Key Stakeholders	shall mean Mr. Madhusudan Ekambaram and Mr. Krishnaswamy Karthikeyan
General Information Document	means the general information document dated October 22, 2025, bearing reference no. 3/2025-26, issued by the Issuer for the issue of the non-convertible securities on a private placement basis in accordance with Applicable Laws.
Governmental Authority	shall mean 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 organization, established under any Law.
Hypothecated Assets	shall have the meaning assigned to such term in the Deed of Hypothecation and as set out in Section 8 (*Summary of Terms*).
Issue Opening Date	August 24, 2026
Issue Closing Date	August 24, 2026
Key Information Document	means this key information document dated August 20, 2026 issued by the Issuer for the issue of the Debentures on a private placement basis in accordance with Applicable Laws.
Listed NCDs Master Circular / SEBI Master Circular	means the circular issued by SEBI bearing the reference number SEBI/HO/DDHS/DDHS-PoD/P/CIR/2025/0000000137 dated October 15, 2025 on "*Master Circular for issue and listing of Non-convertible Securities, Securitised Debt Instruments, Security Receipts,* Municipal *Debt Securities and Commercial Paper*", as amended, modified, supplemented or restated from time to time;
Majority Debenture Holders	51% of the Debenture Holders present and voting. For the purpose of Chapter X: Breach of Covenants, Default and Remedies of Master Circular for Debenture Trustees, the

	definition of majority debenture holder shall be as defined under Chapter X: Breach of Covenants, Default and Remedies of Master Circular for Debenture Trustees.
Material Adverse Effect	shall mean the effect or consequence of an event, circumstance, occurrence or condition which has caused, as of any date of determination, a material and adverse effect on (i) the financial condition, business or operation of the Issuer which in the opinion of the Issuer affects the actual repayment capability of the Issuer; (ii) which in the opinion of the Issuer affects the actual ability of the Issuer to perform their payment obligations under the Transaction Documents; or (iii) the validity or enforceability of any of the Transaction Documents (including the ability of any party to enforce any of its remedies thereunder).
Master Circular for Debenture Trustees / SEBI Debenture Trustees Master Circular	means the SEBI circular bearing reference number SEBI/HO/DDHS-PoD-1/P/CIR/2025/117 dated August 13, 2025 on "*Master Circular for Debenture Trustees*", as amended, modified, supplemented or restated from time to time.
NBFC Directions	means, collectively: a) the Reserve Bank of India (Non-Banking Financial Companies – Registration, Exemptions and Framework for Scale Based Regulation) Directions, 2025 dated November 28, 2025; b) the Reserve Bank of India (Non-Banking Financial Companies - Undertaking of Financial Services) Directions, 2025 dated November 28, 2025 as amended by the Reserve Bank of India (Non-Banking Financial Companies – Undertaking of Financial Services) (Amendment) Directions, 2025 dated December 5, 2025; c) the Reserve Bank of India (Non-Banking Financial Companies – Governance) Directions, 2025 dated November 28, 2025; d) the Reserve Bank of India (Non-Banking Financial Companies – Prudential Norms on Capital Adequacy) Directions, 2025 dated November 28, 2025; e) the Reserve Bank of India (Non-Banking Financial Companies – Income Recognition, Asset Classification and Provisioning) Directions, 2025 dated November 28, 2025; f) the Reserve Bank of India (Non-Banking Financial Companies – Know Your Customer) Directions, 2025 dated November 28, 2025; g) the Reserve Bank of India (Non-Banking Financial Companies – Miscellaneous) Directions, 2025 dated November 28, 2025; and h) all other directions and circulars issued by the RBI in relation to the functioning and governance of non-banking financial companies, i) each as amended, modified, supplemented or restated from time to time.
NEFT	shall mean the National Electronic Fund Transfer
NSDL	shall mean the National Securities Depository Limited
Ordinary Course of Business	in relation to the Company, means an action, event or circumstance that is (i) recurring in nature or taken in the ordinary course of the Company's normal day-to-day operations, and (ii) in compliance of Applicable Law;
Outstanding Principal Amounts	means, at any date, the Local Currency principal amount outstanding under the Debentures.
Outstanding Amounts	means the Outstanding Principal Amounts, together with all interest, fees, costs, commissions, charges, Debenture Trustee's fees and other amounts due and payable by the Company any Transaction Document.
PAN	shall mean the Permanent Account Number
Payment Obligations	means all present and future obligations (whether actual or contingent and whether owed jointly or severally or in any capacity whatsoever) of the Company to the Debenture Holders or the Debenture Trustee under this Key Information Document/ Debenture Trust Deed and shall include the obligation to redeem the Debentures in terms thereof, any outstanding remuneration of the Debenture Trustee, default interest payable, if any, and all fees, costs, charges and expenses and other monies payable by the Company under the Transaction Documents.

POA	Power of Attorney
PPOA	shall mean Private Placement Offer Letter cum Application/ Offer Letter
Purpose	The Issue proceeds will be utilized for onward lending and repayment/ refinance of its existing debt obligations. The Issuer shall also be entitled to temporarily invest the funds raised by the Issue in liquid mutual funds, government securities, and/or place deposit, and/or temporarily park funds in any accounts maintained with scheduled commercial banks until the utilization of the funds raised for the intended Purpose. (i.e. for onward lending and repayment/ refinance of its existing debt obligations).
Rating Agency/ Credit Rating Agency	shall mean CRISIL Ratings Limited registered with SEBI pursuant to SEBI (Credit Rating Agencies) Regulations 1999, as amended from time to time and having its office at CRISIL House, Central Avenue, Hiranandani Business Park, Powai, Mumbai – 400 076.
Record Date	means, date occurring 15 (fifteen) calendar days prior to any Due Date Provided that if the Record Date falls on a day that is not a Business Day, then a Business Day prior to the said Record Date shall be considered.
Redemption Date	means each of the respective dates on which the Debentures are redeemed, as set out in Section 8 of this Key Information Document.
REF / Recovery Expense Fund	means Recovery Expense Fund created/to be created by the Issuer with the BSE.
Registrar of Companies / ROC	means the jurisdictional Registrar of Companies for the Company, being the Registrar of Companies, Bangalore.
R&T Agent / Registrar	means the registrar and transfer agent appointed for the issue of Debentures, being NSDL Database Management Limited having corporate identification number U72400MH2004PLC14709 with registered address at 4th floor, Trade World, A Wing, Kamala Mills Compound, Lower Parel (West) Mumbai - 400013, India.
RTGS	Real Time Gross Settlement.
SEBI	means the Securities and Exchange Board of India.
SEBI Debenture Trustees Regulations	shall Securities and Exchange Board of India (Debenture Trustees) Regulations, 1993, as amended, modified or restated from time to time.
SEBI LODR Regulations/ LODR Regulations	means the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015.
SEBI Listed Debentures Circulars and Regulations	means, collectively, Master Circular for Debenture Trustees, the Listed NCDs Master Circular, SEBI NCS Listing Regulations and the LODR Regulations (to the extent applicable);
SEBI Listing Timelines Requirements	shall mean the requirements in respect of the timelines for listing of debt securities issued on a private placement basis prescribed in Chapter VII (Standardization of timelines for listing of securities issued on a private placement basis) of the Listed NCDs Master Circular;
SEBI NCS Listing Regulations	shall mean the Securities and Exchange Board of India (Issue and Listing of Non-Convertible Securities) Regulations, 2021, together with the Listed NCDs Master Circular, as amended, modified or restated from time to time;
Security	means all such Security Interest created by the Company in favour of the Debenture Trustee, for the benefit of the Debenture Holders, in accordance with the terms set out in the Deed of Hypothecation.
Security Cover	means the value of the Hypothecated Assets being equivalent to at least 110% (one hundred and ten percent) of the value of the of the aggregate Outstanding Principal Amount plus accrued Coupon/ dues and payable to the Debenture Holders.
Secured Parties	means the Debenture Trustee and the Debenture Holders collectively, and "**Secured Party**" shall be construed accordingly.
Shareholder	mean the Persons holding any Equity Security of the Company from time to time.
Stock Exchange/ Designated Stock Exchange	Shall mean the WDM of BSE.
Taxes	means any present or future tax, levy, duty, charge, fees, deductions, withholdings,

	turnover tax, transaction tax, stamp tax or other charge of a similar nature (including any penalty or interest payable on account of any failure to pay or delay in paying the same), now or hereafter imposed by Law by any Governmental Authority and as maybe applicable in relation to the Payment Obligations of the company under this Key Information Document
Tenor	means a period of 24 (twenty four) months from the Deemed Date of Allotment
TDS	Tax Deduction at Source.
Transaction Document(s)	has the meaning assigned to such term under Section 8 of the Key Information Document.
WDM	Wholesale Debt Market.

Capitalised terms used but not defined in this Key Information Document or the General Information Document shall have the meaning ascribed to such term in the Debenture Trust Deed.

SECTION 3 UNDERTAKING OF THE ISSUER

Investors are advised to read the risk factors carefully before taking an investment decision in this issue. For taking an investment decision, investors must rely on their own examination of the issuer and the offer including the risks involved. The securities have not been recommended or approved by any regulatory authority in India, including the Securities and Exchange Board of India (SEBI) nor does SEBI guarantee the accuracy or adequacy of this document.

Specific attention of investors is invited to the statement of 'Risk factors' given under the section 'General Risks'. "The Issuer, having made all reasonable inquiries, accepts responsibility for, and confirms that this Key Information Document contains all information with regard to the issuer and the issue, that the information contained in the Key Information Document is true and correct in all material aspects and is not misleading in any material respect, that the opinions and intentions expressed herein are honestly held and that there are no other facts, the omission of which make this document as a whole or any of such information or the expression of any such opinions or intentions misleading in any material respect.

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

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

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

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

Issuer has amended and incorporated provisions in their Articles of Association, authorizing the Debenture Holders and the Debenture Trustee to appoint a Nominee Director on the Board of Directors of the Company as per Clause 15 (1)(e) of the Securities and Exchange Board of India (Debenture Trustee) Regulations, 1993 and Rule 18(3) (e) of Companies (Share Capital and Debentures) Rules, 2014 as specified in press release of SEBI Board Meeting (PR No. 37/2022) and SEBI circular issued from time to time.

SECTION 4 RISK FACTORS

Please refer to Section 4 (*Risk Factors*) of the General Information Document Dated October 22, 2025 bearing reference no. 3/2025-26 for the risk factors in respect of the issuance of Debentures.

SECTION 5 REGULATORY DISCLOSURES

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

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

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

(I) Memorandum and Articles of Association of the Issuer and necessary resolution(s) for the allotment of the debt securities;

(II) Copy of last three years audited and adopted annual reports;

(III) Statement containing particulars of, dates of, and parties to all material contracts and agreements;

(IV) Copy of the Board Resolution dated February 09, 2026 and August 10, 2026, and Finance Committee Resolution dated August 18, 2026 authorizing the borrowing and list of authorized signatories.

(V) Copy of the resolution passed by the shareholders of the Company at the Extra Ordinary General Meeting held on March 27, 2026 authorizing the issue/offer of non-convertible debentures by the Company

(VI) An undertaking from the Issuer stating that the necessary documents for the creation of the charge, where applicable, including the Debenture Trust Deed would be executed within the time frame prescribed in the relevant regulations/ act/ rules etc. and the same would be uploaded on the website of the Stock exchange, where the debt securities have been listed, within five working days of execution of the same.

(VII) Any other particulars or documents that the BSE may call for as it deems fit.

(VIII) An undertaking that permission/ consent from the prior creditor for second or *pari passu* charge being created, wherever applicable, in favour of the debenture trustees to the proposed issue has been obtained - Not applicable

(IX) Due diligence certificates from the Debenture Trustee as per the format specified in the SEBI Debenture Trustees Master Circular and Schedule IV of the SEBI NCS Listing Regulations.

SECTION 6 ISSUER INFORMATION

I. Promoters of the Company

Details of Promoters of the Issuer Company

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

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

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

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

II. Credit Rating of Debenture

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

CRISIL Ratings Limited has assigned "CRISIL A+" rating to these Debentures by a letter dated July 28, 2026. Instruments with this rating are considered to have adequate degree of safety regarding timely servicing of financial obligations. Such instruments carry very low credit risk.

The rating letter as released by CRISIL Ratings Limited is enclosed as Annexure II.

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

III. Listing

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

The Debentures are proposed to be listed on the WDM segment of the BSE. The Issuer shall comply with the requirements of the listing agreement for debt securities to the extent applicable to it on a continuous basis. The Issuer has obtained the in-principle approval for the listing of the Debentures on the WDM segment of the BSE as set out in Annexure VII.

IV. If non-convertible securities are proposed to be listed on more than one stock exchange(s) then the issuer shall specify the designated stock exchange for the issue. The issuer shall specify the stock exchange where the recovery expense fund is being/has been created as specified by the Board.

The Debentures are proposed to be listed only on one stock exchange i.e. BSE Limited.

The Issuer and the Debenture Trustee has entered into a Debenture Trustee Agreement dated August 18, 2026, inter alia, specifying the powers, authorities and obligations of the Issuer and the Debenture Trustee in respect of the Debentures and other terms and conditions of Debenture trustee Agreement including fees charged by Debenture trustee, details of security to be created and process of due diligence to be carried out by the Debenture trustee.

Debt securities shall be considered as secured only if the charged asset is registered with Registrar of Companies or CERSAI or Depository etc., as applicable, or is independently verifiable by the Debenture Trustee.

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

V. Issue schedule

ISSUE SCHEDULE	
Issue Opening Date	August 24, 2026
Issue Closing Date	August 24, 2026
Pay in Date	August 25, 2026
Deemed Date of Allotment/ Allotment Date	August 25, 2026
Date of earliest closing of the issue, if any	Not Applicable

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

Name:	Details
Arrangers, if any	**AK Capital Services Limited** Address: 601-603, 6th Floor, Windsor, off CST Road, Kalina, Santacruz - (East), Mumbai – 400 098 Tel: 0 22-67546500 Email: shilpa.sadani@akgroup.co.in Contact person: Ms. Shilpa Sadani, Executive Director Website: https://www.akgroup.co.in/
Merchant banker and Co-managers to the issues	Not applicable
Debenture Trustee:	**SBICAP Trustee Company Limited** Address: 4th Floor, Mistry Bhavan, 122, Dinshaw Vachha Road, Churchgate, Mumbai – 400 020 Tel.: +91 22 4302 5566 Email: dt@sbicaptrustee.com / corporate@sbicaptrustee.com Contact person: Mr. Ardhendu Mukhopadhyay, CFO & COO Website: www.sbicaptrustee.com

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

VII. About the Issuer

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

Please refer to Section 6 (*Issuer Information*) of the General Information Document dated October 22, 2025 bearing reference no. 3/2025-26.

b. Structure of the group

Please refer to Section 6 (*Issuer Information*) of the General Information Document dated October 22, 2025 bearing reference no. 3/2025-26.

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

Please refer to Section 6 (*Issuer Information*) of the General Information Document dated October 22, 2025 bearing reference no. 3/2025-26.

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

If the issuer provides the details of branches or units in the form of a static QR code and web link, the details of the said branches or units shall be provided to the debenture trustee as well and kept available for inspection as specified in clause (8) (g) of paragraph XXXI of this Section to this Key Information Document. A checklist item in the 'Security and Covenant Monitoring System' shall also be included for providing information about branches or units of the issuer to the debenture trustee and confirmation of the same by the debenture trustee.

Please refer Annexure I of the Private Placement offer letter attached to this KID.

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

The Issue proceeds will be utilized for the intended Purpose as set out in Section 8 (*Summary of Terms*) below.

VIII. Expenses of the Issue

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

Particulars	Amount	As a percentage of the Issue proceeds***** (in %)	As a percentage of the total expenses of the Issue (in %)
Lead manager(s) fees,	0	0	0
Underwriting commission	0	0	0
Brokerage, selling commission and upload fees	0	0	0
Fees payable to the registrars to the issue	3000	0.000%	0.021%
Fees payable to the Debenture Trustee	1,50,000	0.010%	1.040%
Fees payable to the legal Advisors	1,50,000	0.010%	1.040%
Advertising and marketing expenses*	0	0.000%	0.000%
Fees payable to the regulators including stock exchanges	44,500	0.003%	0.308%
Expenses incurred on printing and distribution of issue stationary**	0	0.000%	0.000%
Any Arrangers Fees, Structuring Fees, other fees, Commission or payments under whatever nomenclature***	1,40,80,500	0.939%	97.591%
Grand Total	1,44,28,000	1.0%	100.000%

* 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.

*** The arranger fee may vary based on the prevailing exchange rates.

****These amounts have not been finalized as on date of this Key Information Document. Other than the above, as the Debentures will be issued by way of private placement to identified investors in accordance with the process prescribed by SEBI, no specific fees, commission and payments under whatever nomenclature are envisaged to be incurred in respect of such issue of Debentures.

***** The issue proceeds taken is INR 150,00,00,000/- (Indian Rupees One Hundred and Fifty Crores Only).

IX. Financial Information

a. The audited financial statements (i.e., Profit & Loss statement, Balance Sheet and Cash Flow statement) both on a standalone and consolidated basis for a period of three completed years which shall not be more than six months old from the date of the issue document or issue opening date, as applicable. Such financial statements shall be audited and certified by the statutory auditor(s) who holds a valid certificate issued by the Peer Review Board of the Institute of Chartered Accountants of India ("ICAI").

Please refer to ANNEXURE I for the Audited financial statements of the Issuer.

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

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

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

b. The scanning of such static quick response code or clicking on the weblink, shall display the audited financial statements for last three financial years of such issuer on the website of the stock exchange where such data is hosted.

Not applicable

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

Not applicable

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

I. The issue is made on the EBP platform irrespective of the issue size; and

II. The issue is open for subscription only to Qualified Institutional Buyers.

Not applicable

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

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

A brief overview of the financial performance of the Issuer for post three years along with the limited review report for the quarter ended June 30, 2026 is given below:

(figures in Rs. Lakhs)

Particulars	FY 2023-24 (Audited)	FY 2024-25 (Audited)	FY 2025-26 (Audited)	Q1 (June 30, 2026) (Unaudited)
BALANCE SHEET				
Assets				
Property, Plant and Equipment	318	469	2,182	2,239
Financial Assets	4,91,275	6,10,810	10,20,401	11,65,635
Non-financial Assets excluding Property, Plant and Equipment	12,500	13,719	22,712	25,354
Total assets	**5,04,093**	**6,24,998**	**10,45,295**	**11,93,229**
Liabilities				
Financial Liabilities				
-Derivative financial instruments				
-Trade Payables	12,848	14,065	22,694	29,435
-Other Payables	-	-	-	-
-Debt Securities	1,20,184	1,61,635	3,12,324	3,40,563
-Borrowings (other than Debt Securities)	1,53,787	1,98,706	3,97,374	3,51,331
-Deposits	-	-	-	-
-Subordinated liabilities	-	-	-	-
-Lease liabilities	1,627	2,134	4,460	4,988
-Other financial liabilities	6,093	7,612	15,879	15,103
Non-Financial Liabilities				
-Current tax liabilities (net)	-	36	-	3,876
-Provisions	776	724	1,559	1,747
-Deferred tax liabilities (net)	-	-	-	-

Particulars	FY 2023-24 (Audited)	FY 2024-25 (Audited)	FY 2025-26 (Audited)	Q1 (June 30, 2026) (Unaudited)
-Other non-financial liabilities	3,743	4,505	3,571	3,517
Equity (Equity Share Capital and Other Equity)	2,05,034	2,35,582	2,87,436	4,42,669
Non-controlling interest	-	-	-	-
Total Liabilities and Equity	**5,04,093**	**6,24,998**	**10,45,295**	**11,93,229**
PROFIT AND LOSS				
Revenue from operations	1,39,926	2,18,588	3,02,589	99,275
Other income	107	96	248	3
Total Income	**1,40,033**	**2,18,683**	**3,02,837**	**99,278**
Total Expenses	1,19,997	1,96,562	2,54,983	78,622
Profit after tax for the year	**20,036**	**22,122**	**47,854**	**20,656**
Other comprehensive income	-1	-20	-149	-58
Total Comprehensive Income	20,034	22,102	47,705	20,597
Earnings per equity share (Basic)	1,787	1,962	14.84	5.68
Earnings per equity share (Diluted)	1,264	1,297	13.88	5.34
Cash flow				
Net cash from / used in (-) operating activities	-1,81,696	-76,507	-3,17,480	-1,02,667
Net cash from / used in (-) investing activities	11,263	-13,179	-13,539	-12,353
Net cash from / used in (-) financing activities	1,63,749	86,398	3,48,999	1,14,493
Net increase/decrease (-) in cash and cash equivalents	**-6,684**	**-3,288**	**17,980**	**-527**
Cash and cash equivalents as per Cash Flow Statement	21,510	18,222	36,202	35,675
Additional Information				
Net worth	2,05,034	2,35,582	2,86,322	4,41,571
Cash and Cash Equivalents	21,510	18,222	36,202	35,675
Loans	4,56,693	5,64,921	9,36,615	10,69,496
Loans (Principal Amount)	4,82,361	5,96,099	9,86,237	11,27,295
Total Debts to Total Assets	0.54	0.58	0.68	0.58
Interest Income	1,22,583	1,58,966	1,97,719	68,593
Interest Expense	23,510	37,520	58,626	18,484
Impairment on Financial Instruments	43,188	76,213	90,080	25,127
Bad Debts to Loans				
% Stage 3 Loans on Loans (Principal Amount)	2.24%	2.76%	1.53%	1.67%
% Net Stage 3 Loans on Loans (Principal Amount)	0.58%	0.65%	0.13%	0.14%
Tier I Capital Adequacy Ratio (%)	32.50%	28.34%	21.16%	29.78%
Tier II Capital Adequacy Ratio (%)	1.25%	1.25%	0.85%	0.93%

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

Please refer to Section 6 (*Issuer Information*) of the General Information Document dated October 22, 2025, bearing reference no. 3/2025-26.

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

Not applicable

X. BRIEF HISTORY OF THE ISSUER

i. Share Capital

Details of Share Capital as at last quarter ended on June 30, 2026, is given below:

Share Capital	Amount (INR) (Lakhs)
Authorised	
Equity Share Capital (Face Value of INR 10/- each)	3,53,00,00,000
Preference (Face Value of INR 18,000/- each)	10,08,00,00,000
Preference (Face Value of INR 10/- each)	1,00,00,00,000
TOTAL	**14,61,00,00,000**
Issued, Subscribed and Paid-up Share Capital	
Equity Share Capital (Face Value of INR 10/- each)	228,24,94,000
Preference (Face Value of INR 18,000/- each)	8,60,15,88,000
Preference (Face Value of INR 10/- each)	57,15,64,990
TOTAL	**11,45,56,46,990**

ii. Change in Capital Structure

Change in the capital structure as on last quarter ended on June 30, 2026, for the preceding three financial years and current financial year

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

Date of Change	Particulars
18/03/2026	Increase in authorised capital from INR 1361,00,00,000/- to INR 1461,00,00,000 divided into 35,30,00,000 Equity Shares of face value of INR 10/- each; 5,60,000 Compulsory Convertible Preference Shares of INR 18,000/- each and 10,00,00,000 Compulsory Convertible Preference Shares of INR. 10/- each.
28/03/2025	Increase in authorised capital from INR 1011,00,00,000/- to INR 1361,00,00,000 divided into 35,30,00,000 Equity Shares of face value of INR 10 each and 5,60,000 Compulsory Convertible Preference Shares of INR 18,000 each.
08/11/2022	Increase in authorised capital from INR. 1,50,00,000 to INR 10,11,00,00,000 divided into 30,00,000 Equity Shares of face value of INR 10 each and 5,60,000 Compulsory Convertible Preference Shares of INR 18,000 each.
28/03/2025	Increase in authorised capital from INR. 10,11,00,00,000 to INR 13,61,00,00,000 divided into 35,30,00,000 Equity Shares of face value of INR 10 each and 5,60,000 Compulsory Convertible Preference Shares of INR 18,000 each.
18/03/2026	Increase in authorised capital from INR. 13,61,00,00,000 to INR 14,61,00,00,000 divided into 35,30,00,000 Equity Shares of face value of INR 10 each and 5,60,000 Compulsory Convertible Preference Shares of INR 18,000 each and 10,00,00,000 Compulsory Convertible Preference Shares of INR 10 each.

iii. History of Equity Share Capital

Equity Share Capital History of the Company as on last quarter ended on June 30, 2026, for the preceding three financial years and current financial year:

Date of Allotment	No of Equity Shares	Face Value (Rs.)	Issue Price (Rs.)	Consideration (cash, other than cash)	Nature of Allotment	Cumulative			Remarks
						No of Equity Shares	Equity Shares Capital (Rs)	Equity Share Premium (Rs)	
March 16, 2016	10	10	10	Cash	Subscription to Memorandum of Association	10	100	-	NA
March 16, 2016	9,990	10	10	Cash	Subscription to Memorandum of Association	10,000	1,00,000	-	NA
August 16, 2016	10,408	10	3,162	Cash	Private Placement	20,408	2,04,080	3,28,06,016	NA
July 28, 2017	18,822	10	3,162	Cash	Rights Issue	39,230	3,92,300	9,21,32,960	NA
November 17, 2017	88,312	10	3,162	Cash	Rights Issue	1,27,542	12,75,420	37,04,92,384	NA
September 12, 2019	41,468	10	3,500	Cash	Rights Issue	1,69,010	16,90,100	51,52,15,704	NA
November 15, 2018	1,44,440	10	3,500	Cash	Rights Issue	3,13,450	31,34,500	1,01,93,11,304	NA
January 11, 2019	1,00,665	10	3,500	Cash	Rights Issue	4,14,115	41,41,150	1,37,06,32,154	NA
March 0, 2019	2,03,171	10	3,500	Cash	Rights Issue	6,17,286	61,72,860	2,07,96,98,944	NA
March 28, 2019	39,240	10	3,500	Cash	Rights Issue	6,56,526	65,65,260	2,21,66,46,544	NA
June 12, 2019	99,807	10	3,500	Cash	Rights Issue	7,56,333	75,63,330	2,56,49,72,974	NA
March 26, 2021	3,13,900	10	6,710	Cash	Rights Issue	10,70,233	1,07,02,330	4,66,81,02,974	NA
September 02, 2021	53,619	10	6,880	Cash	Preferential issue via Private Placement	11,23,852	1,12,38,520	5,03,64,65,504	NA
November 29, 2023	9,361	10	24,175.13	Cash	Preferential issue via Private Placement	11,33,213	1,13,32,130	22,62,09,781.93	NA
April 16, 2025	22,43,35,486	10	-	-	Bonus Issue	22,54,68,699	225,46,86,990	-	NA

July 20, 2025	10,826	10	-	Cash	ESOP Allotment	22,54,79,525	225,47,95,250	-	NA
July 20, 2025	21,54,374	10	-	-	Bonus Issue on ESOP	22,76,33,899	227,63,38,990	-	NA
April 21, 2026	3107	10	-	Cash	ESOP Allotment	22,76,37,006	2,27,63,70,060	-	NA
April 21, 2026	6,18,293	10	-	-	Bonus Issue on ESOP	22,82,55,299	2,28,25,52,990	-	NA

iv. History of Preference Share Capital

Preference Share Capital History of the Company as on last quarter ended on June 30, 2026, for the preceding three financial years and current financial year:

Date of Allotment	No of Preference Shares	Face Value (Rs.)	Issue Price (Rs.)	Consid-eration (cash, other than cash)	Nature of Allotment	Cumulative			Remarks
						No of Preference Shares	Preference Shares Capital (Rs. In Lakhs)	Preference Share Premium (Rs In Lakhs)	
Compulsorily Convertible Preference Shares with face value INR 18000									
02/12/2022	1,42,260	18,000	24,175.13	Cash	Preferential issue via private placement	1,42,260	25606.80	8784.74	NA
08/12/2022	24,202	18,000	24,175.13	Cash	Preferential issue via private placement	1,66,462	29,963.16	10,279.24	NA
18/01/2023	2,03,507	18,000	24,175.13	Cash	Preferential issue via private placement	3,69,969	66,594.42	22,846.07	NA
27/01/2023	19,680	18,000	24,175.13	Cash	Preferential issue via private placement	3,89,649	70,136.82	24,061.33	NA
27/03/2024	58,105	18,000	24,175.13	Cash	Preferential issue via private placement	4,47,754	80,595.72	27,649.39	NA
28/03/2024	30,112	18,000	24,175.13	Cash	Preferential issue via private placement	4,77,866	86,015.88	29,508.85	NA
Compulsorily Convertible Preference Shares with face value INR 10									
13/04/2026	95,32,858	10	225.45	Cash	Preferential issue via private placement	95,32,858	9,53,28,580	21,491.83	NA
21/04/2026	3,20,72,141	10	225.45	Cash	Preferential issue via private placement	4,16,04,999	41,60,49,990	93,798.47	NA
24/04/2026	42,39,932	10	225.45	Cash	Preferential issue via private placement	4,58,44,931	45,84,49,310	1,03,357.40	NA
28/04/2026	28,12,209	10	225.45	Cash	Preferential issue via private placement	4,86,57,140	48,65,71,400	1,09,697.52	NA
15/06/2026	84,99,359	10	225.45	Cash	Preferential issue via private placement	5,71,56,499	57,15,64,990	1,28,859.33	NA

v. Amalgamation/ Acquisition

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

Please refer to Section 6 (*Issuer Information*) of the General Information Document dated October 22, 2025 bearing reference no. 3/2025-26.

vi. Reorganization or Reconstruction

Please refer to Section 6 (*Issuer Information*) of the General Information Document dated October 22, 2025 bearing reference no. 3/2025-26.

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

Details of the shareholding of the Company as at the latest quarter end, i.e., March 31, 2026 as per the format specified under the listing regulations: -

Particular	No. of Shares	Value in Rs.
Authorized share capital	35,30,00,000 Equity Shares of Rs.10/ – each 5,60,000 Compulsorily Convertible Preference Shares of Rs. 18000/- 10,00,00,000 Compulsorily Convertible Preference Shares of Rs. 10	Equity shares – 3,53,00,00,000 Compulsorily Convertible Preference Shares – 10,08,00,00,000 Compulsorily Convertible Preference Shares – 1,00,00,00,000
Paid up share Capital	22,76,28,000 Equity shares of Rs.10/- each 4,77,866 Compulsorily Convertible Preference Shares of Rs. 18,000/- 5,71,56,499 Compulsorily Convertible Preference Shares of Rs. 10	Equity Shares – 2,27,62,80,000 Compulsorily Convertible Preference Shares – 860,15,88,000 Compulsorily Convertible Preference Shares – 57,15,64,990

Category (I)	Category of shareholder (II)	Number of sharehol ders (III)	o. of fully paid-up Equity Shares held* (IV)	No. of Partly paid-up Equity Shares held (V)	o.of shares underl-ying Depositor y Receipts (VI)	Total no. of shares held (VII) =(IV)+(V)+ (VI)	Shareholding as a % of total number of shares (calculated as per SCRR, 1957) (VIII) As a % of (A+B+C2)	No. of Voting Rights held in each class of securities (IX) – Number of Voting Rights – Class: Equity Shares – Class X	No. of Voting Rights (IX) – Number of Voting Rights – Total – Class Y	No. of Voting Rights (IX) – Total as a % of (A+B+C) – Total	No. of shares Underly-ing Outstand-ing convert-ible securities (including Warrants) (X)	Shareholding, as a % assuming full conversion of convertible securities (as a percentage of diluted share capital) (XI)= (VII)+(X) As a % of (A+B+C2)	No. of Locked in shares (XII) – Number (a)	No. of Shares pledged or otherwise encumbere d (XIII) – As a % of total Shares held (b)	No. of Equity Shares held in dematerialized form (XIV) – Number (a)	No. of Equity Shares held in dematerialized form (XIV) – As a % of total Shares held (b)
(I)	(II)	(III)	(IV)	(V)	(VI)	(VII)	(VIII)	(IX)			(X)	(XI)	(XII)	(XIII)	(XIV)	
(A)	Promoter and Promoter Group	0	0	0	0	0	0.00	0	0	0	0	0.00	0	0	0	0.00
(B)	Public	50	228334800	0	0	228334800	100.00	228334800	0	228334800	0	100.00	0	0	228334800	100.00
(C)	Non Promoter-Non Public			0	0		0	0	0	0	0	0	0	0	0	0
(C1)	hares underlying epository receipts	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
(C2)	Shares eld by employee trusts	0	0	0	0	0	0.00	0	0	0	0	0.00	0	0	0	0.00
	Total (A+B+C)	50	228334800	0	0	228334800	100.00	228334800	0	228334800	0	100.00	0	0	228334800	100.00

viii. Top 10 shareholders of the Company

(A) The list of top 10 holders of Equity shares of the Company as on the latest quarter ended i.e., June 30, 2026:

Sr. No.	Name of the Shareholders	Total No. Equity shares	No. of shares in demat form	Total Shareholding as % of total number of equity shares. (%)
1	Newquest Asia Fund IV (Singapore) Pte. Limited.	5,36,26,800	5,36,26,800	23.49%
2	PI Opportunities Fund I	5,24,16,800	5,24,16,800	22.96%
3	Alpine Opportunity Fund IV L.P.	2,61,71,601	2,61,71,601	11.47%
4	Business Excellence Trust III - India Business Excellence Fund III	2,40,69,600	2,40,69,600	10.55%
5	Madhusudan Ekambaram	1,40,91,845	1,40,91,845	6.17%
6	Mirae Asset - Naver Asia Growth Investment Pte. Ltd.	1,07,98,000	1,07,98,000	4.73%
7	Hornbill Tech Investments Limited	84,60,370	84,60,370	3.71%
8	India Business Excellence Fund IV	63,88,400	63,88,400	2.80%
9	Krishnaswamy Karthikeyan	45,45,070	45,45,070	2.19%
10	Unitary Fund	41,83,073	41,83,073	1.83%

(B) The list of top 10 holders of Series D Compulsory Convertible Preference Shares (Series D CCPS) of the Company as on the latest quarter ended i.e., June 30, 2026:

Sr. No.	Name of the Shareholders	Total No. Series D CCPS	No. of shares in demat form	Total Shareholding as % of total number of Series D CCPS. (%)
1	Wiseanya Limited	2,49,581	2,49,581	52.23%
2	PI Opportunities Fund I	66,350	66,350	13.88%
3	India Business Excellence Fund IV	64,149	64,149	13.42%
4	MUFG Bank, Ltd.	31,158	31,158	6.52%
5	Newquest Asia Fund IV (Singapore) Pte. Limited.	29,939	29,939	6.27%
6	Mirea Asset Late Stage Opportunities Fund	20,980	20,980	4.39%
7	PI Opportunities Fund-II	15,709	15,709	3.29%

(C) The list of top 10 holders of Series D Compulsory Convertible Preference Shares (Series E & E1 CCPS) of the Company as on the latest quarter ended i.e., June 30, 2026:

Sr. No.	Name of the Shareholders	Total No. Series E & E1 CCPS	No. of shares in demat form	Total Shareholding as % of total number of Series E CCPS. (%)
1	India Business Excellence Fund V	1,34,05,059	13405059	23.45%
2	Hornbill Tech Investments Limited	84,99,359	8499359	14.87%
3	Wiseanya Limited	84,92,904	8492904	14.86%
4	PI Opportunities Fund-II	51,06,750	5106750	8.93%

5	India Business Excellence Fund V	39,94,763	3994763	6.99%
6	Apmh Ge II P/S	32,66,501	0*	5.72%
7	Wiseanya Limited	25,30,920	2530920	4.43%
8	Whiteoak Capital India Opportunities Fund	21,77,667	2177667	3.81%
9	India Business Excellence Fund IV G	20,46,912	2046912	3.58%
10	Motilal Oswal Finvest Limited	20,19,026	2019026	3.53%

*As on the date of this KID, all the shares of the Company are in dematerialized form.

XI. DIRECTORS OF THE COMPANY

(I) **The details of the current directors of the Company as on March 31, 2026 is given below:**

Name	Designation	DIN	Age (years)	Address	Date of appointment	Details of other directorship	Whether willful defaulter (Yes/No)
Mr. Madhusudan Ekambaram	Chief Executive Officer & Director	07442577	43	Flat No 8144, Tower 8, 14th floor, Embassy Lake Terraces, Bellary Main Road, Beside Manipal Hospital, Hebbal, Bangalore – 560024	16/03/2016	1. Finnovation Tech Solutions Private Limited 2. Fintech Association for Consumer Empowerment	No
Mr. Karthikeyan Krishnaswamy	Director	07449376	43	K-701, SNN Raj Lake View Apts, 29th Main Road,NS Palya Main Road, BTM Layout Bengaluru, Karnataka – 560076	16/03/2016	1. Finnovation Tech Solutions Private Limited	No
Mr. Vivek Veda	Director	07560229	42	Flat No. 1073, Shoba Daisy Apartment, Bellandur, Green Glen Layout, Bangalore, Karnataka – 560103	26/07/2016	NA	No
Mr. Abhishek Singhvi	Independent Director	07972535	49	B-803, Joy Valencia, Jogeshwari Vikhroli Link Road, Behind Majas Bus Depot, Jogeshwari East Mumbai, Maharashtra - 400060	28/05/2019	1. Trufid Services Private Limited 2. Trufid Advisors Private Limited	No
Mr. Adesh Kumar Gupta	Independent Director	00020403	68	701, Tagore Avenue, Tagore Road, Santacruz West Mumbai, Maharashtra - 400054	28/05/2019	1. Grasim Industries Limited 3. Krsnaa Diagnostics Limited 4. Anand Rathi Financial Services Limited 5. India Advance Fund Ltd. (Mauritius Foreign Company) 6. AB Electoral Trust	No

Name	Designation	DIN	Age (years)	Address	Date of appointment	Details of other directorship	Whether willful defaulter (Yes/No)
						7. Supportnest Solution Private Limited 8. Anand Rathi Home Finance Limited	
Mrs. Shashikala Ramachandra	Independent Director	08087460	65	Aura C-201, Ozone Urbana Township, Kannamangala, Bangalore Rural Karnataka, India-562110	19/07/2024	1. Kogta Financial (India) Limited 2. Chemm Finance Limited	No
Mr. Ravindra Sengaonkar	Independent Director	07474309	62	Plot No 89, Phase III, Near Club House, 4 Seasons Society, Bhugaon, Pune 412115	29/08/2025	1. Sengaonkars Gurukul Foundation	No
Mr. Nattanmai Venkataraman Saravanan	Nominee Director	06989767	43	E3/34 Kailash Chandra CHS Mahindra Nagar Haji Bapu Road, Haji Bapu Road, Mumbai - 400097	29/08/2025	1. Finnovation Tech Solutions Private Limited 2. Mintifi Private Limited 3. Shubham Housing Development Finance Company Limited	No
Mr. Gagan Lalit Mohan Joshi	Nominee Director	07807857	41	N-202, The Trees, Residences Phase 2 CHS LTD 51/B, Pirojsha Nagar, off western highway Mumbai, Maharashtra 400079	29/08/2025	1. Finnovation Tech Solutions Private Limited 2. Svatantra Microfin Private Limited	No
Mr. Mamtesh Sugla	Nominee Director	08312311	37	Flat 301, Tower 5, Crescent Bay, Jer Bai Wadia Road Near Mahatma Phule Educational Society, Bhoiwada Mumbai, Maharashtra - 400012	29/08/2025	1. Finnovation Tech Solutions Private Limited 2. Cosmos Maya India Private Limited 3. Manak Waste Management Private Limited	No
Mr. Vinit Mukesh Mehta	Nominee Director	08792902	42	501 Satguru Towers Central Avenue Mumbai, Maharashtra -400054	29/08/2025	1. Finnovation Tech Solutions Private Limited 2.IKF Finance Limited	No

Please refer to Section 6 (*Issuer Information*) of the General Information Document October 22, 2025 bearing reference no. 3/2025-26.

(II) **Change in directors**

Please refer to Section 6 (*Issuer Information*) of the General Information Document October 22, 2025 bearing reference no. 3/2025-26.

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

a. **Remuneration payable or paid to a director by the issuer, its Subsidiary or Associate Company; Shareholding of the Director in the Company, its Subsidiaries and Associate Companies on a fully diluted basis;**

Name of the Director	Remuneration (in Rs)
FY 2025-26	
Vivek Veda	1,068.53 Lakhs
Madhusudan Ekambaram	2,130.59 Lakhs
Karthikeyan Krishnaswamy	707.20 Lakhs
FY 2024-25	
Vivek Veda	1,337.54 Lakhs
Madhusudan Ekambaram	5,422.91 Lakhs
Karthikeyan Krishnaswamy	1,214.29 Lakhs
FY 2023-24	
Vivek Veda	2,590.34 Lakhs
Madhusudan Ekambaram	NIL
Karthikeyan Krishnaswamy	NIL

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

Please refer to Section 6 (*Issuer Information*) of the General Information Document October 22, 2025 bearing reference no. 3/2025-26.

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

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

ii. **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**

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

Please refer to Section 6 (*Issuer Information*) of the General Information Document October 22, 2025 bearing reference no. 3/2025-26.

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

Please refer to Section 6 (*Issuer Information*) of the General Information Document October 22, 2025 bearing reference no. 3/2025-26.

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

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

Please refer to Section 6 (*Issuer Information*) of the General Information Document October 22, 2025 bearing reference no. 3/2025-26.

XII. AUDITORS OF THE COMPANY

i. Current auditor

Please refer to Section 6 (*Issuer Information*) of the General Information Document October 22, 2025 bearing reference no. 3/2025-26.

ii. Details of change in auditors:

Please refer to Section 6 (*Issuer Information*) of the General Information Document October 22, 2025 bearing reference no. 3/2025-26.

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

Details of the following liabilities of the issuer, as at the end of the last quarter, i.e. June 30, 2026, or if available, a later date:

(i) Secured Loan Facilities

The Company has availed secured loan facilities as on the latest quarter end on June 30, 2026:

Facility	Name of Lender	Amount Sanctioned	Principal Amount outstanding	Repayment Date Scheduled	Credit Rating, if applicable	Asset Classification
Term Loan	Karnataka Bank Ltd	25,00,00,000	2,11,93,274	5-Aug-26	Crisil A (Stable)	Standard
Term Loan	Oxyzo Financial Services Limited	15,00,00,000	1,87,28,641	25-Sep-26	NA	Standard
Term Loan	Indian Overseas Bank	50,00,00,000	33,41,79,251	12-Nov-29	Crisil A (Stable)	Standard
Term Loan	Vivriti Capital Private Limited	40,00,00,000	11,98,38,015	24-Dec-26	NA	Standard
Term Loan	Poonawalla Fincorp Limited	25,00,00,000	1,50,95,606	5-Jul-26	NA	Standard
Term Loan	Oxyzo Financial Services Limited	15,00,00,000	4,36,55,819	25-Jan-27	NA	Standard
Term Loan	Dhanlaxmi Bank	25,00,00,000	9,29,70,834	30-Mar-27	Care A (Stable)	Standard
Term Loan	Kisetsu Saison Finance Pvt Ltd	55,00,00,000	18,32,98,863	15-Sep-26	NA	Standard
Term Loan	Anand Rathi Global Finance Ltd	20,00,00,000	7,48,09,517	25-Mar-27	NA	Standard
Term Loan	Ambit Finvest Ltd	14,00,00,000	3,33,21,964	05-Oct-26	NA	Standard
Term Loan	Hinduja Leyland Finance Limited	30,00,00,000	12,11,16,030	28-Mar-27	NA	Standard
Term Loan	Poonawalla Fincorp Limited	60,00,00,000	17,74,96,066	05-Nov-26	NA	Standard

Facility	Name of Lender	Amount Sanctioned	Principal Amount outstanding	Repayment Date Scheduled	Credit Rating, if applicable	Asset Classification
PTC	PTC 12	1,82,37,52,754	1,21,13,45,985	19-Apr-27	CARE A (SO)	Standard
Term Loan	IDFC First Bank Ltd	1,00,00,00,000	66,60,55,819	27-Jun-28	Crisil A (Stable)	Standard
Term Loan	Oxyzo Financial Services Limited	25,00,00,000	17,99,66,288	25-Jul-27	NA	Standard
Term Loan	Kisetsu Saison Finance Pvt Ltd	90,00,00,000	29,98,81,028	15-Dec-26	NA	Standard
Term Loan	Karur Vysya Bank	50,00,00,000	24,92,43,593	30-Jun-27	Care A (Stable)	Standard
Term Loan	Vivriti Capital Private Limited	23,00,00,000	11,96,90,889	30-Jun-27	NA	Standard
Term Loan	AU Small Finance Bank Ltd	70,00,00,000	5,83,14,258	18-Jul-26	Care A (Stable)	Standard
Term Loan	Northern Arc Capital Limited	30,00,00,000	8,49,17,480	05-Oct-26	NA	Standard
Term Loan	Kotak Mahindra Investments Ltd	35,00,00,000	2,91,65,038	01-Jul-26	NA	Standard
Term Loan	Bank of Maharashtra	25,00,00,000	15,39,47,040	18-Jul-27	Care A (Stable)	Standard
PTC	PTC 13	1,52,32,47,892	1,33,82,21,425	17-Apr-27	Crisil AA- (SO)	Standard
Term Loan	Bank of Baroda	75,00,00,000	57,66,17,755	30-Mar-29	Crisil A (Stable)	Standard
Term Loan	Aditya Birla Capital Ltd	30,00,00,000	17,25,57,113	05-Apr-27	NA	Standard
Term Loan	Poonawalla Fincorp Limited	60,00,00,000	34,51,05,572	05-Apr-27	NA	Standard
Term Loan	Kisetsu Saison Finance Pvt Ltd	55,00,00,000	36,65,17,780	15-Mar-27	NA	Standard
Term Loan	IDFC First Bank Ltd	1,00,00,00,000	74,92,23,956	29-Sep-28	Crisil A (Stable)	Standard
Term Loan	Utkarsh Small Finance Bank	30,00,00,000	7,57,63,424	25-Sep-26	Crisil A (Stable)	Standard
Term Loan	State Bank of India	1,00,00,00,000	92,93,86,112	28-Sep-30	Crisil A (Stable)	Standard
Term Loan	Unity Small Finance Bank	45,00,00,000	23,26,35,447	31-Mar-27	Care A (Stable)	Standard
Term Loan	Hinduja Leyland Finance Limited	50,00,00,000	32,55,58,067	28-Sep-27	NA	Standard
Term Loan	MAS Financial Services Ltd	30,00,00,000	7,49,81,853	25-Sep-26	NA	Standard
Term Loan	State Bank of Mauritius	50,00,00,000	24,96,59,376	31-Mar-27	Care A (Stable)	Standard
Term Loan	Ambit Finvest Ltd	15,00,00,000	10,94,54,662	05-Nov-27	NA	Standard
Term Loan	Piramal Finance Limited	50,00,00,000	20,80,99,489	30-Oct-26	NA	Standard

Facility	Name of Lender	Amount Sanctioned	Principal Amount outstanding	Repayment Date Scheduled	Credit Rating, if applicable	Asset Classification
Term Loan	AU Small Finance Bank Ltd	90,00,00,000	37,45,68,667	18-Nov-26	Crisil A (Stable)	Standard
Term Loan	MAS Financial Services Ltd	35,00,00,000	11,66,31,306	23-Oct-26	NA	Standard
Term Loan	Bandhan Bank	60,00,00,000	24,96,21,874	01-Nov-26	Care A (Stable)	Standard
Term Loan	Slice Small Finance Bank	30,00,00,000	15,46,72,595	05-Dec-26	Care A (Stable)	Standard
Term Loan	Poonawalla Fincorp Limited	40,00,00,000	27,35,80,631	05-Jun-27	NA	Standard
Term Loan	Jana Small Finance Bank Ltd	70,00,00,000	34,96,80,108	03-Dec-26	Crisil A (Stable)	Standard
Term Loan	Tata Capital Limited	40,00,00,000	23,94,83,768	10-Mar-27	NA	Standard
Term Loan	Bajaj Finance Ltd	20,00,00,000	9,97,19,386	29-Nov-26	NA	Standard
Term Loan	DCB Bank Ltd	30,00,00,000	23,88,25,255	30-Jun-27	Crisil A (Stable)	Standard
Term Loan	Kisetsu Saison Finance Pvt Ltd	38,00,00,000	25,32,15,911	15-Jun-27	NA	Standard
Term Loan	Northern Arc Capital Limited	30,00,00,000	17,97,05,103	25-Mar-27	NA	Standard
Term Loan	A K Capital Finance Ltd	25,00,00,000	14,94,84,887	25-Mar-27	NA	Standard
PTC	PTC 14	1,46,04,92,935	1,35,38,09,227	18-Feb-28	CARE A+ (SO)	Standard
Term Loan	Suryoday Small Finance Bank	50,00,00,000	37,46,35,245	05-Jan-27	Care A (Stable)	Standard
Term Loan	Federal Bank Ltd	50,00,00,000	37,38,71,154	30-Dec-27	Care A (Stable)	Standard
Term Loan	Kotak Mahindra Investments Ltd	35,00,00,000	20,31,23,441	31-Dec-26	NA	Standard
Term Loan	Karur Vysya Bank	40,00,00,000	29,89,26,417	31-Dec-27	Care A (Stable)	Standard
Term Loan	Incred Financial Services Limited	18,00,00,000	12,20,37,808	10-Feb-27	NA	Standard
Term Loan	Hero Fincorp Limited	50,00,00,000	33,88,42,509	03-Feb-27	NA	Standard
Term Loan	MAS Financial Services Ltd	35,00,00,000	20,40,65,944	25-Jan-27	NA	Standard
Term Loan	A K Capital Finance Ltd	25,00,00,000	17,11,78,754	05-May-27	NA	Standard
Working Capital Loan	Yes Bank Ltd	75,00,00,000	74,85,62,256	12-Aug-26	Acuite A+ (Stable)	Standard
Working Capital Loan	Yes Bank Ltd	50,00,00,000	49,89,75,140	15-Aug-26	Acuite A+ (Stable)	Standard
Term Loan	Poonawalla Fincorp Limited	35,00,00,000	29,51,84,999	05-Sep-27	NA	Standard

Facility	Name of Lender	Amount Sanctioned	Principal Amount outstanding	Repayment Date Scheduled	Credit Rating, if applicable	Asset Classification
Term Loan	AU Small Finance Bank Ltd	60,00,00,000	44,90,89,133	18-Mar-27	Care A (Stable)	Standard
Term Loan	Protium Finance Ltd	25,00,00,000	18,74,11,449	10-Mar-27	NA	Standard
Term Loan	IDFC First Bank Ltd	3,00,00,00,000	1,74,88,22,701	10-Mar-28	Crisil A (Stable)	Standard
Working Capital Loan	Bank of Baroda	10,00,00,000	9,99,99,998	07-Sep-26	Crisil A (Stable)	Standard
Term Loan	Incred Financial Services Limited	6,00,00,000	4,55,66,424	10-Mar-27	NA	Standard
Term Loan	Piramal Finance Limited	85,00,00,000	63,62,32,185	12-Mar-27	NA	Standard
Working Capital Loan	Ujjivan Small Finance Bank Limited	50,00,00,000	49,89,32,973	10-Sep-26	Crisil A (Stable)	Standard
Term Loan	Tata Capital Limited	8,00,00,000	5,98,29,517	10-Mar-27	NA	Standard
Term Loan	Bajaj Finance Ltd	50,00,00,000	44,05,71,915	24-Sep-27	NA	Standard
Term Loan	Unity Small Finance Bank	25,00,00,000	21,06,21,077	30-Sep-27	Care A (Stable)	Standard
Term Loan	Capital Small Finance Bank Ltd	20,00,00,000	18,39,25,076	01-Apr-28	Acuite A+ (Stable)	Standard
Term Loan	Hinduja Leyland Finance Limited	60,00,00,000	53,23,32,446	26-Mar-28	NA	Standard
Working Capital Loan	IndusInd Bank Ltd	30,00,00,000	29,92,67,344	22-Sep-26	Crisil A	Standard
Term Loan	LIC Housing Finance Limited	60,00,00,000	57,31,66,360	01-Apr-31	Crisil A (Stable)	Standard
Term Loan	Federal Bank Ltd	25,00,00,000	21,80,17,370	27-Mar-28	Acuite A+ (Stable)	Standard
Term Loan	Dhanlaxmi Bank	25,00,00,000	24,89,22,571	30-Jun-28	Care A (Stable)	Standard
Term Loan	MAS Financial Services Ltd	15,00,00,000	11,24,78,263	25-Mar-27	NA	Standard
Term Loan	Punjab and Sind Bank	25,00,00,000	22,62,27,365	31-Mar-29	Acuite A+ (Stable)	Standard
Term Loan	LIC Housing Finance Limited	40,00,00,000	38,26,19,218	01-Apr-31	Crisil A (Stable)	Standard
Working Capital Loan	Ujjivan Small Finance Bank Limited	25,00,00,000	25,00,47,989	27-Oct-26	Crisil A (Stable)	Standard
Working Capital Loan	ICICI Bank Ltd	50,00,00,000	50,00,94,312	06-Sep-26	Crisil A (Stable)	Standard
Working Capital Loan	RBL Bank	20,00,00,000	20,00,41,133	11-Sep-26	Crisil A (Stable)	Standard
Working Capital Loan	Kotak Mahindra Bank	40,00,00,000	39,99,78,268	08-Sep-26	Crisil A (Stable)	Standard

Facility	Name of Lender	Amount Sanctioned	Principal Amount outstanding	Repayment Date Scheduled	Credit Rating, if applicable	Asset Classification
Working Capital Loan	RBL Bank	15,00,00,000	15,00,31,822	15-Sep-26	Crisil A (Stable)	Standard
Working Capital Loan	Kotak Mahindra Bank	40,00,00,000	39,99,81,901	11-Sep-26	Crisil A (Stable)	Standard
Working Capital Loan	Kotak Mahindra Bank	45,00,00,000	44,99,85,357	15-Sep-26	Crisil A (Stable)	Standard
Working Capital Loan	RBL Bank	25,00,00,000	25,00,59,048	23-Sep-26	Crisil A (Stable)	Standard
Working Capital Loan	RBL Bank	20,00,00,000	20,00,49,988	25-Sep-26	Crisil A (Stable)	Standard
Term Loan	Piramal Finance Limited	1,25,00,00,000	1,24,52,03,007	28-Dec-27	NA	Standard
Term Loan	Unity Small Finance Bank	20,00,00,000	19,93,49,373	31-Dec-27	Care A (Stable)	Standard
Overdraft Facility	AU Small Finance Bank Ltd	2,00,00,00,000	1,81,31,64,198	31-Oct-26	NA	Standard
Overdraft Facility	Jana Small Finance Bank Ltd	50,00,00,000	49,64,58,589	30-Dec-26	NA	Standard
Overdraft Facility	Suryoday Small Finance Bank	50,00,00,000	49,28,44,215	1-Jan-27	NA	Standard
Overdraft Facility	Yes Bank Ltd	4,00,00,00,000	2,63,60,00,000	31-Jul-26	NA	Standard
Overdraft Facility	Suryoday Small Finance Bank	50,00,00,000	49,74,33,079	2-Mar-27	NA	Standard

(ii) Details of Unsecured Loan

The Company has availed unsecured loan as on the latest quarter end on June 30, 2026:

The details of outstanding unsecured loan in the following format as on the latest quarter end i.e., on June 30, 2026:

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

(iii) Non-Convertible Debentures

The details of outstanding non-convertible securities in the following format as on the latest quarter end on June 30, 2026:

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

Series of NCD	ISIN	Tenure (in months)	Coupon	Sanction Amount	Disbursement Date	Redemption Date	Credit Rating	Secured /Unsecured	Security (times)
11.82% Krazybee Services Private Limited 2026	INE07HK07759	27	11.82 %	22,25,00,000	01-Jul-24	9-Nov-26	CRISIL A-	Secured	1.10
12.1% Krazybee Services Private Limited 2026	INE07HK07775	24	12.10 %	70,00,00,000	21-Oct-24	20-Oct-26	CRISIL A-	Secured	1.10
10.30% Krazybee Services Private Limited 2026	INE07HK07783	18	10.30 %	1,50,00,00,000	12-Dec-24	12-Jun-26	CRISIL A-	Secured	1.10
10.30% Krazybee Services Private Limited 2026	INE07HK07783	18	10.30 %	30,00,00,000	20-Dec-24	12-Jun-26	CRISIL A-	Secured	1.10
10.95% Krazybee Services Private Limited 2026	INE07HK07791	18	10.95 %	3,20,00,00,000	23-Jan-25	23-Jul-26	Care A-	Secured	1.10
10.95% Krazybee Services Private Limited 2026	INE07HK07791	17	10.95 %	1,15,00,00,000	05-Feb-25	23-Jul-26	Care A-	Secured	1.10
10.65% Krazybee Services Private Limited 2026	INE07HK07809	18	10.65 %	2,00,00,00,000	06-May-25	06-Nov-26	CARE A-	Secured	1.10
10.65% Krazybee Services Private Limited 2026	INE07HK07809	17	10.65 %	70,00,00,000	19-Jun-25	06-Nov-26	CARE A-	Secured	1.10
10.40% Krazybee Services Private Limited 2027	INE07HK07817	18	10.40 %	4,50,00,00,000	24-Jul-25	25-Jan-27	CRISIL A	Secured	1.10
10.65% Krazybee Services Private Limited 2027	INE07HK07825	24	10.65 %	4,25,00,00,000	12-Aug-25	12-Aug-27	CARE A	Secured	1.10

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

Series of NCD	ISIN	Tenure (in months)	Coupon	Sanction Amount	Disbursement Date	Redemption Date	Credit Rating	Secured /Unsecured	Security (times)
11.20% Krazybee Services Private Limited 2027	INE07HK07833	18	11.20 %	1,00,00,00,000	10-Sep-25	10-Mar-27	CARE A	Secured	1.10
10.45% Krazybee 2027	INE07HK07841	18	10.45 %	2,75,00,00,000	16-Sep-25	16-Mar-27	Crisil A	Secured	1.10
11.50% Krazybee 2027	INE07HK07858	17	11.50 %	1,25,00,00,000	31-Oct-25	29-Mar-27	Care A	Secured	1.10
Krazybee Services Limited Nov 2025	INE07HK07866	24	10.50 %	5,00,00,00,000	28-Nov-25	02-Dec-27	CRISIL A	Secured	1.10
10.45% Krazybee 2027	INE07HK07841	15	10.45 %	2,50,00,00,000	23-Dec-25	16-Mar-27	Crisil A	Secured	1.10
11.20% Krazybee Services Private Limited 2027	INE07HK07833	13	11.20 %	30,00,00,000	25-Feb-26	10-Mar-27	CARE A	Secured	1.10

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

The details of outstanding commercial paper in the following format as on the latest quarter end on June 30, 2026:

ISIN	Tenor / Period of Maturity	Coupon	Amount	Date of Allotment	Redemption Date	Credit Rating	Secured / Unsecured	Other Details Viz. Details of Issuing And Paying Agent, Details Of Credit Rating Agencies
INE07HK14409	279	10.40%	50,00,00,000	09-Dec-25	14-Sept-26	CARE A1	Unsecured	Yes Bank Limited
INE07HK14425	259 Days	10.40%	50,00,00,000	31-Dec-25	16-Sep-26	Care A1	Unsecured	Yes Bank Limited
INE07HK14458	272 Days	10.45%	50,00,00,000	22-Jan-26	21-Oct-26	Crisil A1	Unsecured	Yes Bank Limited
INE07HK14383	365 Days	9.70%	33,00,00,000	31-Jul-25	31-Jul-26	Crisil A1	Unsecured	Yes Bank Limited
INE07HK14433	181 Days	9.70%	15,00,00,000	16-Jan-26	16-Jul-26	Crisil A1	Unsecured	Yes Bank Limited

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

ISIN	Tenor / Period of Maturity	Coupon	Amount	Date of Allotment	Redemption Date	Credit Rating	Secured / Unsecured	Other Details Viz. Details of Issuing And Paying Agent, Details Of Credit Rating Agencies
INE07HK14441	180 Days	10.34%	30,00,00,000	16-Jan-26	15-Jul-26	Crisil A1	Unsecured	Yes Bank Limited
INE07HK14466	181 Days	9.75%	25,00,00,000	17-Feb-26	17-Aug-26	Care A1	Unsecured	Yes Bank Limited

(v) List of Top 10 ten holders of non-convertible securities in terms of value (on a cumulative basis):

Sr. No.	Name of Holders	Category of holder	Face value of holding	Holding as a % of total outstanding non-convertible securities of the issuer
1	The Hongkong And Shanghai Banking Corporation Limited - Singapore Branch	Schedule Commercial Bank	1,00,000	10.51%
2	Mizuho Bank, Ltd.	Schedule Commercial Bank	1,00,000	4.51%
3	GMO-Z.Com Payment Gateway India Credit Fund	Alternate Investment Fund	1,00,000	2.38%
4	Neo Special Credit Opportunities Fund II	Alternate Investment Fund	1,00,000	1.58%
5	HSBC Mutual Fund - Redhex Hybrid Long - Short Fund	Mutual Fund	1,00,000	1.26%
6	A K Capital Finance Limited	Public Limited Company	1,00,000	0.79%
7	Neo Infra Income Opportunities Fund II	Alternate Investment Fund	1,00,000	0.78%
8	GMO-Z.Com Payment Gateway India Credit Fund	Alternate Investment Fund	1,00,000	0.71%
9	Patni Financial Advisors Private Limited	Private Limited Company	1,00,000	0.63%
10	Aarpee Commercial Company Private Limited	Private Limited Company	1,00,000	0.63%

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

Sl. No.	Name of Commercial Paper Holders	Category of holder	Face value of holding	Holding as a % of total commercial paper outstanding of the issuer
1	Vivriti Alpha Debt Fund	Alternate Investment Fund	5,00,000	20%
2	Vivriti Emerging Corporate Bond Fund	Alternate Investment Fund	5,00,000	20%

3	Finova Capital Private Limited	Private Limited Company	5,00,000	20%
4	The Kangra Central Co-Op Bank Ltd	Co-operative Bank	5,00,000	13%
5	Northern Arc Money Market Alpha Trust	Alternate Investment Fund	5,00,000	11%
6	Northern Arc Capital Limited	Public Limited Company	5,00,000	10%
7	Rajarambapu Sahakari Bank Limited	Scheduled Bank	5,00,000	6%
8	R2TM Private Limited	Private Limited Company	5,00,000	1%

(vii) The amount of corporate guarantee or letter of comfort issued by the issuer along with name of the counterparty (like name of the subsidiary, joint venture entity, group company, etc.) on behalf of whom it has been issued, contingent liability including debt service reserve account guarantees/ any put option etc. (Details of any outstanding borrowings taken/ debt securities issued for consideration other than cash). This information shall be disclosed whether such borrowing/ debt securities have been taken/ issued:

i. in whole or part,

ii. at a premium or discount, or

iii. in pursuance of an option or not:

Not applicable

(viii) 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:

Not applicable

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

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

XV. Defaults in borrowing

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

Please refer to Section 6 (*Issuer Information*) of the General Information Document October 22, 2025 bearing reference no. 3/2025-26.

I. Material event/ development affecting investment decision
Any material event/ development or change having implications on the financials/credit quality (e.g. any material regulatory proceedings against the issuer/promoters, litigations resulting in material liabilities, corporate restructuring event etc.) at the time of issue which may affect the issue or the investor's decision to invest / continue to invest in the non-convertible securities/ commercial paper or resulting in material liabilities.

Not Applicable.

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

Not Applicable.

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

Please refer to Section 6 (*Issuer Information*) of the General Information Document October 22, 2025 bearing reference no. 3/2025-26.

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

Not Applicable

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

Not Applicable

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

Not Applicable

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

Please refer to Section 6 (*Issuer Information*) of the General Information Document October 22, 2025 bearing reference no. 3/2025-26.

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

Please refer to Section 6 (*Issuer Information*) of the General Information Document October 22, 2025 bearing reference no. 3/2025-26.

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

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

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

(i) A portfolio summary with regards to industries/ sectors to which borrowings have been granted by NBFCs.

(ii) Quantum and percentage of secured vis-à-vis unsecured borrowings granted by NBFCs.

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

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

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

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

Please refer to Section 6 (*Issuer Information*) of the General Information Document October 22, 2025 bearing reference no. 3/2025-26.

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

Please refer to Section 6 (*Issuer Information*) of the General Information Document October 22, 2025 bearing reference no. 3/2025-26.

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

Please refer to Section 6 (*Issuer Information*) of the General Information Document October 22, 2025 bearing reference no. 3/2025-26.

d. the interim use of funds, if any.

Please refer to Section 6 (*Issuer Information*) of the General Information Document October 22, 2025 bearing reference no. 3/2025-26.

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

Directors	Please refer **Annexure IV** in respect of the resolutions passed at the meeting of the board of directors of the Issuer and at the meeting of working committee of the board of directors of the Issuer.
Auditors	As the Debentures will be issued by way of private placement to identified investors in accordance with the process prescribed by SEBI, other than

	audited financials as set out in **Annexure I** no auditor's report is being obtained in respect of this issue of Debentures, the Issuer believes that no specific consent from the lenders of the Issuer is required.
Bankers to issue	As the Debentures will be issued by way of private placement to identified investors in accordance with the process prescribed by SEBI, no bankers have been appointed in respect of such issue of Debentures
Solicitors/ Advocates/ Legal Advisors	Not applicable
Registrar	The consent letter from the Registrar is provided in **Annexure VIII** of this Key Information Document.
Lenders of the Issuer	The Issuer believes that no specific consent from the lenders of the Issuer is required.
Experts	Consent of the experts as mentioned above has been obtained to the extent applicable.
Lead Managers	As the Debentures will be issued by way of private placement to identified investors in accordance with the process prescribed by SEBI, no lead managers have been appointed in respect of such issue of Debentures

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

SBICAP Trustee Company Limited has been appointed as Debenture Trustee for the proposed Issue. The Debenture Trustee has given their consent to the Issuer for its appointment under the Securities and Exchange Board Of India (Issue And Listing Of Non-Convertible Securities) Regulations, 2021, as amended up to date, and a copy of the consent letter is enclosed as Annexure III to this Key Information Document. The Company will enter into a Trusteeship Agreement/ Debenture Trust Deed, inter-alia, specifying the powers, authorities and obligations of the Company and the Debenture Trustee in respect of the Debenture. The Debenture Trustee Agreement is enclosed as Annexure XIV to this Key Information Document.

The Debenture Holders shall, by signing the Application Form and without any further act or deed, be deemed to have irrevocably given their consent to and authorized the Debenture Trustee or any of their Agents or authorized officials to do, inter cilia, all such acts, deeds and things necessary in respect of or relating to the security to be created for securing the Debentures being offered in terms of the Key Information Document. All rights and remedies under the Debenture Trust Deed / Debenture Trustee Agreement and/or other security documents shall rest in and be exercised by the Debenture Trustee without having it referred to the Debenture holders. Any payment made by the Company to the Debenture Trustee on behalf of the Debenture holder(s) shall discharge the Company to that extent to the Debenture holder(s). No Debenture holder shall be entitled to proceed directly against the Company unless the Debenture Trustee, having become so bound to proceed, fails to do so.

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

XIV. If the security is backed by a guarantee or letter of comfort or any other document / letter with similar intent, a copy of the same shall be disclosed. In case such document does not contain

detailed payment structure (procedure of invocation of guarantee and receipt of payment by the investor along with timelines), the same shall be disclosed in the offer document.

Please refer to Section 6 (*Issuer Information*) of the General Information Document October 22, 2025 bearing reference no. 3/2025-26.

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

a. The day count convention for dates on which the payments in relation to the debt securities /non- convertible redeemable preference shares which need to be made, should be disclosed.

Actual / Actual

b. Procedure and time schedule for allotment and issue of securities should be disclosed;

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

PARTICULARS	DATE
Issue Opening Date	August 24, 2026
Issue Closing Date	August 24, 2026
Pay In Date	August 25, 2026
Deemed Date of Allotment	August 25, 2026
Date of earliest closing of the issue, if any	Not Applicable

Please also refer Section 7 (Application Process).

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

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

XVI. Disclosures pertaining to wilful defaulter:

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

XVII. Undertaking by the Issuer

Please refer to Section 3 (*Undertaking of the Issuer*) of the General Information Document Dated October 22, 2025 bearing reference no. 3/2025-26.

XVIII. Risk Factors

Please refer to Section 4 (*Risk Factors*) of the General Information Document Dated October 22, 2025 bearing reference no. 3/2025-26.

XIX. Other Details

a) DRR creation - relevant regulations and applicability

Please refer to Section 6 (*Issuer Information*) of the General Information Document Dated October 22, 2025 bearing reference no. 3/2025-26.

b) Issue/ instrument specific regulations

i. The Debentures are governed by and will be construed in accordance with the Indian Law. The Issuer, the Debentures and Issuer's obligations under the Debentures shall, at all times, be subject to the directions of the Reserve Bank of India (RBI), Securities & Exchange Board of India (SEBI), Stock Exchanges, Companies Act, 2013 and other applicable laws and regulations from time to time.

a) the Companies Act, 2013;

b) the Companies Act, 1956 (to the extent applicable and in force);

c) the Securities Contracts (Regulation) Act, 1956;

d) the Companies (Share Capital and Debentures) Rules, 2014;

e) the Companies (Prospectus and Allotment of Securities) Rules, 2014;

f) the Securities and Exchange Board of India Act, 1992;

g) the Depositories Act, 1996;

h) the SEBI NCS Listing Regulations, as amended from time to time;

i) the SEBI LODR Regulations, as amended from time to time;

j) the Master Circular for Debenture Trustees, as amended from time to time;

k) the Listed NCDs Master Circular, as amended from time to time;

l) the SEBI Merchant Banker Regulations, as amended from time to time (if applicable);

m) the Securities and Exchange Board of India (Debenture Trustees) Regulations, 1993, as amended from time to time; and

n) all other relevant laws (including rules, regulations, clarifications, notifications, directives, circulars as may be issued by the Securities Exchange Board of India, the Reserve Bank of India and any statutory, regulatory, judicial, quasi-judicial authority).

c) Default in Payment;

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

d) Delay in Listing:

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

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

In accordance with the Securities and Exchange Board of India (Issue and Listing of Non-Convertible Securities) Regulations, 2021 as amended from time to time, read together with the requirements in respect of the timelines for listing of debt securities issued on a private placement basis prescribed in Chapter VII (Standardization of timelines for listing of securities issued on a private placement basis) of the SEBI circular no. SEBI/HO/DDHS/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 Issuer confirms that in the event there is any delay in listing of the Debentures beyond 3 (three) Business Days from the date of closure of the issue for the Debentures, the Company will pay to the Debenture Holders, penal interest of 1% (one percent) per annum over the Coupon Rate for the period of delay from the deemed date of allotment of for the Debentures until the listing of the Debentures is completed.

e) Delay in allotment of securities:

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

(ii) If the Issuer fails to allot the Debentures to the Applicants within 60 (sixty) calendar days from the date of receipt of the Application Money ("Allotment Period"), it shall repay the Application Money to the Applicants within 15 (fifteen) calendar days from the expiry of the Allotment Period ("Repayment Period").

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

f) Issue details:

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

g) Disclosure prescribed under PAS-4 of Companies (Prospectus and Allotment of Securities), Rules, 2014 but not contained in this schedule, if any.

The finalised form of the PPOA prepared in accordance with the Form PAS 4 prescribed under the Companies (Prospectus and Allotment of Securities), Rules, 2014 is provided as ANNEXURE XI: PAS 4. Please refer ANNEXURE XI: PAS 4 for all disclosures required under the Companies (Prospectus and Allotment of Securities), Rules, 2014 are set out therein.

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

Not applicable

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

a. If the proceeds, or any part of the proceeds, of the issue of the debt securities/ nonconvertible redeemable preference shares are or is to be applied directly or indirectly:

i. in the purchase of any business; or

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

1. the profits or losses of the business for each of the three financial years immediately preceding the date of the issue of the issue document; and
2. the assets and liabilities of the business as on the latest date to which the accounts of the business were made up, being a date not more than one hundred and twenty days before the date of the issue of the issue document.

Not applicable

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

i. the names, addresses, descriptions and occupations of the vendors;

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

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

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

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

Provided further that for the remaining vendors, such details may be provided on an aggregated basis in the offer document, specifying number of vendors from whom it is being acquired and the aggregate value being paid; and the detailed disclosures as specified in sub-clauses (i) to (iv) above may be provided by way of static QR code and web link. If the issuer provides the said details in the form of a static QR code and web link, the same shall be provided to the debenture trustee as well and kept available for inspection as specified in clause (8) (g) of paragraph XXXI of this Section to this Key Information Document. A checklist item in the 'Security and Covenant Monitoring System' shall also be included for providing the detailed disclosures, as specified in sub-clauses (i) to (iv) above, to the debenture trustee and confirmation of the same by the debenture trustee.

Not applicable

c. If:

i. the proceeds, or any part of the proceeds, of the issue of the debt securities/non-convertible redeemable preference shares are or are to be applied directly or indirectly and in any manner resulting in the acquisition by the company of shares in any other body corporate; and

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

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

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

Not applicable

d. The said report shall:

i. indicate how the profits or losses of the other body corporate dealt with by the report would, in respect of the shares to be acquired, have concerned members of the issuer company and what allowance would have been required to be made, in relation to assets and liabilities so dealt with for the holders of the balance shares, if the issuer company had at all material times held the shares proposed to be acquired; and

ii. where the other body corporate has subsidiaries, deal with the profits or losses and the assets and liabilities of the body corporate and its subsidiaries in the manner as provided in paragraph (c) (ii) above.

Not applicable

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

Please refer to Annexure XII: Specific Disclosure required from NBFC of the General Information Document Dated **October 22, 2025 bearing reference no. 3/2025-26**.

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

Not applicable

g. **The matters relating to:**

i. **Material contracts:**

S. No.	Nature of Contract
1.	Certified true copy of the Memorandum & Articles of Association of the Issuer.
2.	Board Resolution dated February 09, 2026 and August 10, 2026, and Finance Committee Resolution dated August 18, 2026, authorizing the issue of Debentures offered under the terms of this Key Information Document.
3.	Shareholders' Resolution dated March 27, 2026 authorizing the issue of non-convertible debentures by the Company.
4.	Copies of Annual Reports of the Company for the last three financial years.
5.	Credit rating letter from the Rating Agency dated July 28, 2026.
6.	Letter from Debenture Trustee dated August 20, 2026 giving its consent to act as Debenture Trustee. ("**Consent Letter**").
7.	Letter for Register and Transfer Agent dated August 19, 2026
8.	Certified true copy of the certificate of incorporation of the Company.
9.	Certified true copy of the tripartite agreement between the Company, the Registrar & Transfer Agent and the NSDL/CDSL
10.	Debenture Trustee Agreement executed between the Issuer and the Debenture Trustee dated August 19, 2026
11.	Debenture Trust Deed executed between the Issuer and the Debenture Trustee dated on or around the date of this Key Information Document.

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

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

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

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

Please refer to Page No. 10 of Audit report read with Note 38 of the audit report for the Financial Year ended March 31, 2024 and Page No. 14 of the Audit Report read with Note 37 of the Audited Financial Statement of the Financial Year ended March 31, 2025 and Page No. 10 of Audit report read with Note 38 of the audit report for the Financial Year ended March 31, 2025, which sets out the details of the related party transactions entered into by the Issuer.

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

Not applicable

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

Please refer to Section 6 (*Issuer Information*) of the General Information Document Dated October 22, 2025 bearing reference no. 3/2025-26.

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

Not applicable

XVI. Listing and Monitoring Requirements

(i) MONITORING

The Company will provide all such assistance to the Debenture Trustee as may be required by it, to carry out the necessary due diligence and monitor the security cover in the manner as may be specified by SEBI from time to time. In this regard, in accordance with the SEBI Master Circular for Debenture Trustee, the Company undertakes and agrees to provide all relevant documents/ information, as applicable, to enable the Debenture Trustee to submit the following reports/ certifications to BSE in accordance with the SEBI Master Circular for Debenture Trustees.

(ii) **RECOVERY EXPENSE FUND**

(a) The Company hereby undertakes and confirms that it shall, within the time period prescribed under the SEBI Master Circular for Debenture Trustees, establish, maintain and utilize the Recovery Expense Fund in such manner/ mode as is prescribed under the SEBI Master Circular for Debenture Trustees, to enable the Debenture Trustee to take prompt action in relation to the enforcement/legal proceedings under the Transaction Documents.

(b) The Company shall deposit cash or cash equivalents including bank guarantees towards the contribution to Recovery Expense Fund with the Designated Stock Exchange and submit relevant documents evidencing the same to the Debenture Trustee from time to time.

(c) The Company shall ensure that any bank guarantees provided in respect of the Recovery Expense Fund remain valid for a period of 6 (six) months following the maturity date of the Debentures. The Company shall keep the bank guarantees in force and renew the bank guarantees at least 7 (seven) Business Days before its expiry, failing which the Designated Stock Exchange may invoke such bank guarantee.

(d) On the occurrence of any Event of Default, the Debenture Trustee shall not obtain the consent of Debenture Holders for enforcement/legal proceedings and shall inform the Designated Stock Exchange of such occurrence and the obtaining of any consent in respect thereof (if any). The amount lying in the Recovery Expense Fund may be released to the Debenture Trustee within such time period and such manner as may be prescribed under Chapter IV of the SEBI Debenture Trustees Master Circular and the SEBI circular '*Modifications to Chapter IV of the SEBI Master Circular for Debenture Trustees*' dated August 13, 2025. The Debenture Trustee shall keep a proper account of all expenses incurred out of the funds received from Recovery Expense Fund and shall on an annual basis update the Debenture Holders regarding the utilization of such funds.

(e) The amounts in the Recovery Expense Fund shall be refunded to the Company on repayment/redemption of the Debentures, following which a "no objection certificate" shall be issued by the Debenture Trustee(s) to the Designated Stock Exchange. The Debenture Trustee shall ensure that there is no default on any other listed debt securities of the Company before issuing such "no objection certificate".

(iii) **Filings; Compliance with Stock Exchange Requirements**

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

(iv) **DUE DILIGENCE**

(a) The Debenture Trustee shall carry out due diligence prior to the creation of the charge on the security and on a continuous basis to ensure compliance by the Company with the provisions of the Act, LODR Regulations, SEBI NCS Listing Regulations, and Listed

NCDs Master Circular, SEBI Master Circular for Debenture Trustees, Debenture Trustees Regulations, the listing agreement of the Stock Exchange(s) where the Debentures are listed, this Key Information Document/ Debenture Trust Deed and any other regulations issued by SEBI pertaining to debt issuance.

(b) For the purpose of carrying out the due diligence as required in terms of the SEBI Debenture Trustees Master Circular, 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 and the Company shall provide full and unimpeded access to the records, registers and books of accounts and facilitate in the inspection and due diligence process. Any fees, costs expenses incurred in conducting such inspection/due diligence process shall be fully borne by the Debenture Trustee..

(c) The Company shall promptly disclose and furnish to the Debenture Trustee, all documents/ information about or in relation to the Company or the Debentures, as requested by the Debenture Trustee to fulfil its obligations hereunder or to comply with any Applicable Law, including in relation to filing of its reports/ certification to Stock Exchange within the prescribed timelines.

(d) The Company shall supply to the Debenture Trustee (sufficient copies for all Debenture Holder(s) if the Trustee so requests): (i) quarterly financial results within forty five (45) days of the end of each quarter, and (ii) the annual audited standalone financial statements for a financial year (along with documents specified under SEBI (Listing Obligations and Disclosure Requirements) Regulations 2015, including but not limited to statutory auditors report, directors' annual report, profit and loss accounts and a balance sheet) by no later than 60 (sixty) days from the end of the relevant financial year, in accordance with Applicable Laws.

(e) The Company shall submit documents/ information as the Debenture Trustee may require to conduct continuous and periodical due diligence and monitoring of Security created/assets on which security interest/ charge is created, which shall inter alia include:

a. periodical status/ performance reports from the Company containing the following particulars:

(i) updated list of the names and addresses of the debenture holders;

(ii) details of interest due but unpaid and reasons thereof;

(iii) the number and nature of grievances received from debenture holders and (a) resolved by the company (b) unresolved by the company and the reasons for the same.

(iv) a statement that the assets of the company which are available by way of security are sufficient to discharge the claims of the debenture holders as and when they become due;

b. details with respect to defaults, if any, with regard to payment of interest or redemption of Debentures;

c. details with respect to the implementation of the conditions regarding creation of Security for the Debentures, debenture redemption reserve and Recovery Expense Fund;

d. details with respect to the assets of the Company and of the guarantors, if any, 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;

e. reports on the utilization of funds raised by the issue of Debentures;
f. details with respect to conversion or redemption of the Debentures;
g. 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 monies upon redemption of Debentures to the debenture holders due to them within the stipulated time period in accordance with the Applicable Law.
h. reports from the lead bank regarding the progress of the project (if applicable);
i. details regarding monitoring of utilisation of funds raised in the issue of Debentures;
j. certificate from the statutory auditors of the Company (if applicable):
   i. in respect of utilisation of funds during the implementation period of the project; and
   ii. in the case of debentures issued for financing working capital, at the end of each accounting year.
k. Intimations regarding:
   a) any revision in the rating;
   b) any default in timely payment of interest or redemption or both in respect of the non-convertible debt securities;
   c) all covenants of the Issue (including side letters, accelerated payment clause, etc.
l. such other documents or information as may be required by the Debenture Trustee in accordance with the Applicable Law.

(f) On quarterly basis provide certificate regarding maintenance of hundred percent Security Cover or higher security cover as per the terms of Disclosure Document and/or Debenture Trust Deed, including compliance with all the Financial covenants, other covenants, in respect of listed non-convertible debt securities, by the statutory auditor, along with the financial results, in the manner and format as specified by the Board and the SEBI Master Circular for Debenture Trustees..

(g) Provide all such disclosures, certificates required by the Debenture Trustee for monitoring of the secured assets under SEBI Listed Debentures Circulars and Regulations.

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

Reports/Certificates	Timelines For Submission Requirements to the Debenture Trustee	Timeline For Submission Of Reports/ Certifications By Debenture Trustee
Security cover certificate (to the extent applicable) A statement of value of pledged securities	Quarterly basis within 60 (sixty) days from each Quarterly Date and within 75 (seventy-five) days from March 31 of the relevant Financial Year or such other timelines as may be	Quarterly basis within 75 (seventy five) days from each Quarterly Date (other than March 31 of the relevant Financial Year) and within 90 (ninety) days from March 31

Reports/Certificates	Timelines For Submission Requirements to the Debenture Trustee	Timeline For Submission Of Reports/ Certifications By Debenture Trustee
(to the extent applicable) A statement of value for debt service reserve account or any other form of security offered	prescribed under Applicable Law, and, where applicable, in the format prescribed in the SEBI Debenture Trustees Master Circular.	of the relevant Financial Year or such other timelines as may be prescribed under Applicable Law, and, where applicable, in the format prescribed in the SEBI Debenture Trustees Master Circular.
(to the extent applicable) Net worth certificate of guarantor (secured by way of personal guarantee)	Half yearly basis within 60 (sixty) days from the end of each half-year or within such timelines as may be agreed between the Company and the Debenture Trustee.	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 the end of each Financial Year or within such timelines as may be agreed between the Company and the Debenture Trustee.	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.
(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 or such other timelines as may be prescribed under Applicable Law.	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.

(v) **OTHERS**

(a) The Company shall, at all times until the secured obligations have been duly discharged, maintain a bank account no. 059481300000416, IFSC YESB0000594 with Yes Bank Limited (**"Account Bank"**) from which it proposes to pay the redemption amount. The Company agrees and acknowledges that they shall also inform the Debenture Trustee within 1 (one) working day of any change in the Account Bank details.

(b) The Company further acknowledges, agrees, that the Debenture Trustee is authorised to seek redemption payment related details and information from the Account Bank in terms of the extant SEBI regulations. Further, in case of change of Account bank, the Debenture Trustee shall accept such change only upon submission of the duly acknowledged and accepted pre-authorisation letter and duly accepted consent letter from the successor /new account bank.

(c) The Company covenants with the Debenture Trustee that it shall comply with all its obligations under this Key Information Document and pay and repay all the monies payable by the Company (including any applicable default interest, fees and costs and expenses) to the Debenture Trustee and the Debenture Holder(s) pursuant to the terms of this Key Information Document.

(d) The Company shall ensure due compliance and adherence to the Master Circular for Debenture Trustees in letter and spirit.

(e) To the extent applicable and required in terms of the Master Circular for Debenture Trustees, the Debenture Trustee shall execute an "inter creditor agreement" in the manner prescribed under the Master Circular for Debenture Trustees.

(f) To the extent required/ applicable, the Company shall provide intimation to the Debenture Trustee regarding (i) any default in timely payment of interest or redemption or both in respect of the non-convertible debt securities issued by the Company, and (ii) all covenants of the issue (including side letters, event of default provisions/ clauses etc.).

(g) The Company shall promptly disclose and furnish to the Debenture Trustee, all documents/ information about or in relation to the Company or the Debentures, as requested by the Debenture Trustee to fulfil its obligations hereunder or to comply with any applicable Law, including in relation to filing of its reports/ certification to stock exchange within the prescribed timelines.

(h) The Company and the Debenture Trustee hereby agree and covenant to comply with the requirements prescribed under the Master Circular for Debenture Trustees in respect of the Debentures and the transactions contemplated in the Transaction Documents.

SECTION 7 APPLICATION PROCESS

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

The investors, who specifically approached, who are eligible to apply for this private placement of Debentures are mentioned in the General Information Document Dated October 22, 2025 bearing reference no. 3/2025-26/ Key Information Document. All investors are required to comply with the relevant regulations/guidelines applicable to them for investing in this Issue.

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

I. Who can invest /apply?

The investors, who specifically approached, who are eligible to apply for this private placement of Debentures are mentioned in the General Information Document dated October 22, 2025 bearing reference no. 3/2025-26/ Key Information Document. All investors are required to comply with the relevant regulations/guidelines applicable to them for investing in this Issue.

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

Only Eligible Investors as given hereunder may apply for the Debentures by completing the Application Form as set out in Section 7 in the prescribed format in BLOCK LETTERS in English as per the instructions contained therein. The minimum number of Debentures that can be applied for and the multiples thereof shall be set out in the relevant Application Form. No application can be made for a fraction of a Debenture. The series of Debentures applied for must be clearly indicated in the Application Form. Application Forms should be duly completed in all respects and applications not completed in the said manner are liable to be rejected. The name of the applicant's bank, type of account and account number must be duly completed by the applicant. This is required for the applicant's own safety and these details will be printed on the refund orders and interest/ redemption warrants.
An Application Form must be accompanied by either demand draft(s) or cheque(s) drawn or made payable in favour of the Issuer or otherwise as may be set out in the Application Form and crossed "Account Payee Only". Cheque(s) or demand (s) may be drawn on any bank including a co-operative bank, which is a member or a sub-member of the bankers clearing house located. If permitted, the applicant may transfer payments required to be made in relation to any by electronic transfer of funds/RTGS, to the bank account of the Issuer as per details mentioned in the Application Form.

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

a. In order to be able to bid under the BSE EBP Platform, Eligible Investors must have provided the requisite documents (including but not limited to know your customer) in accordance with the EBP

Guidelines or applicable Law. The Company is entitled at any time to require an Eligible Investor to provide any know your customer or other documents as may be required to be maintained by it or delivered to a third party by it in accordance with applicable Law.

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

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

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

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

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

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

A. Modification of Bid: Eligible Investors may note that modification of bid is allowed during the bidding period or window. However, in the last 10 minutes of the bidding period or window, revision of bid is only allowed for upward revision of the bid amount placed or to improve the coupon or yield by the Eligible Investor.

B. Cancellation of Bid: Eligible Investors may note that cancellation of bid is allowed during the bidding period or window. However, in the last 10 minutes of the bidding period or window, no cancellation of bids is permitted.

C. Multiple Bids: Bidders are permitted to place multiple bids on the BSE EBP Platform in line with the BSE EBP Guidelines and the EBP Guidelines.

D. Manner of bidding: The Issue bidding shall be price based on the BSE EBP platform in line with the BSE EBP Guidelines and the EBP Guidelines.

E. Manner of allotment: The allotment will be done on uniform yield basis in line with the BSE EBP Guidelines and the EBP Guidelines.

F. Manner of settlement: Settlement of the Issue will be done through online transfer and the account details are given in the section on Payment Mechanism of this Key Information Document.

G. Settlement cycle: The process of pay-in of funds by investors and pay-out to Company will be done on T+1 trading day, where T is the Issue Closing Date.

H. Offer or Issue of executed offer letters cum application forms to successful Eligible Investors. The offer letters cum application forms along with the Application Form will be issued to the successful Eligible Investors, who are required to complete and submit the Application form to the Company in order to accept the offer of Debentures.

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

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

The subscription to the Debentures shall be made by the Eligible Investors through the electronic book mechanism as prescribed by SEBI under the EBP Requirements by placing bids on the EBP Platform during the Issue period. In case the Eligible Investors are not registered on the EBP Platform, they will have to register themselves as an "investor" on the EBP Platform (as a one-time exercise) and also complete the mandatory "know your customer" verification process. The Eligible Investors should also refer to the operational guidelines of the relevant EBP in this respect. The disclosures required pursuant to the EBP Requirements are set out hereinbelow:

Details of size of issue including green shoe option, if any and a range within which green shoe may be retained (if applicable)	Issuance of up to 15,000 (Fifteen Thousand) senior, secured, listed, rated, taxable, transferable, redeemable, non-convertible debentures of the face value of INR 1,00,000/- (Indian Rupees One Lakh Only) each aggregating to INR 150,00,00,000/- (Indian Rupees One Hundred and Fifty Crore Only) ("**Debentures**"/"**NCDs**") comprising of: (a) a base issue of up to 10,000 (Ten Thousand) senior, secured, listed, rated, taxable, transferable, redeemable, non-convertible debentures of the face value of INR 1,00,000/- (Indian Rupees One Lakh Only) each aggregating to INR 100,00,00,000/- (Indian Rupees One Hundred Crore Only); and (b) a green shoe option of up to 5,000 (Five Thousand) senior, secured, listed, rated, taxable, transferable, redeemable, non-convertible debentures of the face value of INR 1,00,000/- (Indian Rupees One Lakh Only) each aggregating to INR 50,00,00,000/- (Indian Rupees Fifty Crore Only) ("**Green Shoe Option**").
Anchor Portion Details	None
Interest rate parameter	Fixed Coupon
Bid opening and closing date	Bid opening date: August 24, 2026 Bid closing date: August 24, 2026
Minimum Bid Lot	100 (One Hundred) Debentures (aggregating to INR 1,00,00,000/- (Indian Rupees One Crore Only), and 1 (one) Debenture thereafter
Manner of bidding in the Issue/ Bid Type	Closed
Manner of allotment in the Issue	The allotment will be done on Uniform Yield basis in accordance with EBP Guidelines.
Manner of settlement in the Issue	Pay-in of funds through ICCL. The pay-in of the Application Money for the Debentures shall be made by way of transfer of funds from the bank account(s) of the Eligible Investors (whose bids have been accepted) as registered with the Electronic Book Provider into the account of the ICCL, as specified in this regard below.
Settlement Cycle & Deemed Date of	T+1

Allotment	(T being the day of bidding as per working day convention of recognized stock exchanges) Settlement of the Issue will be on August 25, 2026.

III. Process flow of settlement:

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

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

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

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

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

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

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

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

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

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

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

The EBP shall upload such data, as provided by the Issuer, on its website to make it available to the public. Deemed Date of Allotment Interest on Debentures shall accrue to the Debenture Holder(s) from and including the Deemed Date of Allotment. All benefits relating to the Debentures will be available to the investor(s) from the Deemed Date of Allotment. The actual allotment of Debentures may take place on a date other than the Deemed Date of Allotment. The Company reserves the right to modify allotment date or Deemed Date of Allotment at its sole and absolute discretion without any notice. In case if the issue closing date is changed, the Deemed Date of Allotment may also be changed by the Company at its sole and absolute discretion.

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

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

A. Number of Debentures applied for is less than the minimum application size;

B. Application exceeding the issue size;

C. Bank account details not given;

D. Details for issue of Debentures in electronic or dematerialised form not given; PAN or GIR and IT Circle or Ward or District not given;

E. In case of applications under Power of Attorney by limited companies, corporate bodies, trusts, etc. relevant documents not submitted;

F. In the event, if any Debentures applied for is or are not allotted in full, the excess application monies of such Debentures will be refunded, as may be permitted.

<u>Basis of Allotment:</u>

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

Deemed date of allotment for the issue is August 25, 2026, by which date Investors would be intimated of allotment.

IV. Table of Details of Issuances in the previous financial year 2025-26:

Sr. No.	Issue Size (Inclusive of Green Shoe Option)	Base Issue + Green Shoe Option	Green Shoe Option exercised	Date of Issue	Date of Allotment
1.	Issue Size: 200,00,00,000 Allotment Size: 200,00,00,000	Base Issue: 150,00,00,000 Green Shoe Option: 50,00,00,000	50,00,00,000	23.04.2025	06.05.2025
2.	Issue Size: 70,00,00,000 Allotment Size: 70,00,00,000	Base Issue: 70,00,00,000 Green Shoe Option: Nil	-	06.06.2025	17.06.2025
3.	Issue Size: 450,00,00,000 Allotment Size: 450,00,00,000	Base Issue: 200,00,00,000 Green Shoe Option: 250,00,00,000	250,00,00,000	06.06.2025	23.07.2025
4.	Issue Size: 475,00,00,000 Allotment Size: 425,00,00,000	Base Issue: 275,00,00,000 Green Shoe Option: 200,00,00,000	200,00,00,000	30.07.2025	12.08.2025
5.	Issue Size: 100,00,00,000 Allotment Size: 1000,00,00,000	Base Issue: 100,00,00,000 Green Shoe Option: Nil	-	30.07.2025	10.09.2025
6.	Issue Size: 275,00,00,000 Allotment Size: 275,00,00,000	Base Issue: 175,00,00,000 Green Shoe Option: 100,00,00,000	-	30.07.2025	16.09.2025
7.	Issue Size: 150,00,00,000 Allotment Size: 125,00,00,000	Base Issue: 75,00,00,000 Green Shoe Option: 75,00,00,000	75,00,00,000	14.10.2025	31.10.2025

Sr. No.	Issue Size (Inclusive of Green Shoe Option)	Base Issue + Green Shoe Option	Green Shoe Option exercised	Date of Issue	Date of Allotment
8.	Issue Size: 500,00,00,000 Allotment Size: 500,00,00,000	Base Issue: 300,00,00,000 Green Shoe Option: 200,00,00,000	200,00,00,000	10.11.2025	28.11.2025
9.	Issue Size: 250,00,00,000 Allotment Size: 250,00,00,000	Base Issue: 150,00,00,000 Green Shoe Option: 100,00,00,000	100,00,00,000	16.12.2025	23.12.2025
10.	Issue Size: 30,00,00,000 Allotment Size: 30,00,00,000	Base Issue: 30,00,00,000 Green Shoe Option: - Nil	30,00,00,000	10.02.2026	25.02.2026

V. Documents to be provided by Investors / applicants

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

a. Memorandum and Articles of Association along with Certificate of Incorporation/Documents Governing Constitution

b. Board Resolution / letter authorizing the investment and containing operating instructions

c. Certified true copy of the Power of Attorney, if applicable

d. PAN card

e. Form 15AA for investors seeking exemption from Tax Deduction at Source (TDS) - both on Interest on Application Money as well as annual interest payments

f. Specimen signature of the authorized signatories, duly certified by an appropriate authority

g. SEBI Registration Certificate, as applicable

h. Application form (including RTGS details)

VI. Applications to be accompanied with bank account details

Every application shall be required to be accompanied by the bank account details of the applicant and the magnetic ink character reader code of the bank for the purpose of availing direct credit of interest and all other amounts payable to the Debenture Holder(s) through electronic transfer of funds or RTGS.

VII. Applications under Power of Attorney

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

VIII. Interest on Application Money

Interest on Application Money will be paid at the applicable coupon rate (subject to deduction of tax at source at the rates prevailing from time to time under the provisions of Income Tax Act, 2025 or any statutory modification or re-enactment thereof) and will be paid on the entire application money on all valid applications.

Such interest shall be paid for the period commencing from the date of credit by way of funds transfer / Real time gross settlement up to one day prior to the date of allotment.
No interest on application money would be payable in cases of invalid applications.

IX. Letters of Allotment

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

X. Record Date

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

XI. Refunds

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

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

XII. Payment on Redemption

Payment on redemption will be made by way of cheque(s)/ redemption warrant(s)/ demand draft(s)/ credit through RTGS system/ funds transfer in the name of the relevant Debenture Holder(s) whose names appear on the List of beneficial owners given by the Depository to the Company as on the Record Date. The Debentures shall be taken as discharged on complete payment of the redemption amount by the Company on relevant Redemption Date(s) to the respective registered Debenture Holder(s) whose name appears in the register of debenture holder(s) on the Record Date. Such payment will be a legal discharge of the liability of the Company towards the Debenture Holder(s) of such series. On such payment being made, the Company will inform NSDL/CDSL and accordingly the account of the Debenture Holder(s) with NSDL/CDSL will be adjusted. The Company's liability to the Debenture Holder(s) towards all their rights including for payment or otherwise shall cease and stand extinguished from the due dates of redemption in all events. Further the Company will not be liable to pay any interest or compensation from the dates of such redemption. On the Company dispatching the amount as specified above in respect of the Debentures, the liability of the Company shall stand extinguished.

XIII. Mode of Payment

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

XIV. Effect of Holidays

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

In the event that the Redemption Date(s) in respect of the Debentures is not a Business Day, the immediately preceding Business Day shall be considered as the effective date for redemption of Debentures.

XV. Payment of Coupon

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

XVI. Tax Deduction at Source

Income tax will be deducted as applicable as per the provisions of Income-tax Act, 2025. Where any deduction of Income Tax is made at source, the Company shall send to the Debenture holder a Certificate of Tax Deduction at Source.

XVII. PAN/GIR Number

Applicant should mention their Permanent Account Number or the GIR Number allotted under Income Tax Act, 2025 and the Income Tax Circle / Ward / District. In case where neither the PAN nor the GIR Number has been allotted, the fact of such a non-allotment should be mentioned in the Application Form in the space provided.

XVIII. Signatures

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

XIX. Basic terms of the present offer

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

XX. Minimum Subscription

100 (One Hundred) Debentures (aggregating to INR 1,00,00,000/- (Indian Rupees One Crore Only), and 1 (one) Debenture thereafter.

XXI. Deemed Date of Allotment

All the benefits under the Debentures, including but not limited to the payment of Coupon, will accrue to the Investor from the deemed date of allotment. The deemed date of allotment for the Issue is as set out in this Key Information Document.

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

XXII. Market lot will be one Debenture

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

XXIII. Security

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

XXIV. Debentures in Dematerialized Form

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

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

The Debentures shall be held in dematerialised form and no action is required on the part of the Debenture Holder(s) for redemption purposes and the redemption proceeds will be paid by way of cheque(s)/ redemption warrant(s)/ demand draft(s)/ credit through RTGS system/ funds transfer to those Debenture Holder(s) whose names appear on the list of Beneficiaries provided by the Depositories to the Issuer. The names would be as per the Depositories' records on the relevant record date fixed for the purpose of redemption. All such Debentures will be simultaneously redeemed through appropriate debit corporate action. The list of beneficiaries as of the relevant record date setting out the relevant beneficiaries' name and account number, address, bank details and DP's identification number will be given by the Depositories to the Issuer and the Registrar. Based on the information provided above, the Issuer/Registrar will dispatch the cheque for interest / Coupon payments to the beneficiaries. If permitted, the Issuer may transfer payments required to be made in relation to any by electronic transfer of funds/RTGS, to the bank account of the Debenture Holder for redemption and interest/ Coupon payments.

XXV. Joint-Holders

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

XXVI. Mode of Transfer

The Debentures shall be transferable and transmittable in the same manner and to the same extent and be subject to the same restrictions and limitations as in the case of the existing equity shares of the Company. The provisions relating to transfer and transmission, nomination and other related matters in respect of equity shares of the Company, contained in the Articles of Association of the Company, shall apply mutatis mutandis to the transfer and transmission of the Debentures and nomination in this respect.

The Debentures held in dematerialised form shall be transferred subject to and in accordance with the rules/ procedures as prescribed by NSDL/CDSL and the relevant Depositories of the transferor or transferee and any other applicable Law and rules notified in respect thereof. The transferee(s) should ensure that the transfer formalities are completed prior to the Record Date. In the absence of the same, Coupon will be paid/ redemption will be made to the person, whose name appears in the register of debenture holders maintained by the Depositories under all circumstances. In cases where the transfer formalities have not been completed by the transferor, claims, if any, by the transferees would need to be settled with the transferor(s) and not with the Issuer. The normal procedure followed for transfer of securities held in dematerialized form shall be followed for transfer of these Debentures held in electronic form. The transferor should give delivery instructions containing details of the transferee's depository account to his Depository. Investors may note that subject to applicable Law, the Debentures of the Issuer would be issued and traded in dematerialised form only.

XXVII. Succession

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

XXVIII. Governing law

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

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

SECTION 8 SUMMARY OF TERMS

The following term sheet summarizes the principal items with respect to the financing facility to be provided to Krazybee Services Limited ("**Issuer**" or "**Company**") by the Investor.

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

Particulars	Terms and Conditions
Security Name	9.90% Krazybee Services Limited 2028
Borrower/Issuer	Krazybee Services Limited
Type of Instrument	Senior, Secured, Listed, Taxable, Rated, Transferable, Redeemable, Non-Convertible Debentures
Nature of the Instrument (Secured or Unsecured)	Secured
Seniority (Senior or Subordinated)	Senior

Eligible Investors	The following categories of investors, when specifically approached and have been identified upfront, are eligible to apply for this private placement of Debentures subject to fulfilling their respective investment norms/rules and compliance with laws applicable to them by submitting all the relevant documents along with the Application Form ("**Eligible Investors**"):
	a) Individuals except Politically Exposed Person(s);
	b) Hindu Undivided Family;
	c) Trusts;
	d) Limited Liability Partnerships;
	e) Partnership Firm(s);
	f) Portfolio Managers registered with SEBI;
	g) Association of Persons;
	h) Companies and Bodies Corporate including Public Sector Undertakings;
	i) Commercial Banks;
	j) Regional Rural Banks;
	k) Financial Institutions;
	l) Insurance Companies;
	m) Mutual Funds;
	n) Foreign portfolio investors
	o) Non-banking financial institutions; and
	p) Any other investor eligible to invest in these Debentures.

Listing (including name of stock Exchange(s) where it will be listed and timeline for listing)	The Debentures are to be listed on the WDM of the BSE within a maximum period of 3 (three) trading days from the date of closure of the Issue for the Debentures. In case of delay in listing of securities issued on privately placement basis beyond the timelines specified above, the issuer shall pay penal interest of 1% p.a. over the coupon/ dividend rate for the period of delay to the investor (i.e. from the date of allotment to the date of listing).
Rating of Instrument	Crisil A+
Issue Size	Issuance of up to 15,000 (Fifteen Thousand) senior, secured, listed, rated, taxable, transferable, redeemable, non-convertible debentures of the face value of INR 1,00,000/- (Indian Rupees One Lakh Only) each aggregating

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Particulars	Terms and Conditions
	to INR 150,00,00,000/- (Indian Rupees One Hundred and Fifty Crore Only) ("**Debentures**"/"**NCDs**") comprising of: (a) a base issue of up to 10,000 (Ten Thousand) senior, secured, listed, rated, taxable, transferable, redeemable, non-convertible debentures of the face value of INR 1,00,000/- (Indian Rupees One Lakh Only) each aggregating to INR 100,00,00,000/- (Indian Rupees One Hundred Crore Only); and (b) a green shoe option of up to 5,000 (Five Thousand) senior, secured, listed, rated, taxable, transferable, redeemable, non-convertible debentures of the face value of INR 1,00,000/- (Indian Rupees One Lakh Only) each aggregating to INR 50,00,00,000/- (Indian Rupees Fifty Crore Only) ("**Green Shoe Option**").
Minimum Subscription	100 (One Hundred) Debentures (aggregating to INR 1,00,00,000/- (Indian Rupees One Crore Only), and 1 (one) Debenture thereafter.
Option to retain oversubscription	a green shoe option of up to 5,000 (Five Thousand) senior, secured, listed, rated, taxable, transferable, redeemable, non-convertible debentures of the face value of INR 1,00,000/- (Indian Rupees One Lakh Only) each aggregating to INR 50,00,00,000/- (Indian Rupees Fifty Crore Only).
Objects of the Issue/ Purpose for which there is requirement of funds	The Issue proceeds will be utilized for onward lending and repayment/ refinance of its existing debt obligations. The Issuer shall also be entitled to temporarily invest the funds raised by the Issue in liquid mutual funds, government securities, and/or place deposit, and/or temporarily park funds in any accounts maintained with scheduled commercial banks until the utilization of the funds raised for the intended Purpose. (i.e. for onward lending and repayment/ refinance of its existing debt obligations).
In case the issuer is an NBFC and the objects of the issue entail loan to any entity who is a 'group company' then disclosures shall be made in the following format:	Not Applicable
Details of the utilization of the Proceeds	The funds raised by the Issue shall be utilized by the Company solely towards the Purpose. The Company shall not use the proceeds of the Issue towards: i. any capital market instrument such as equity and equity linked instruments or any other capital market related activities; ii. any real estate activity; iii. any speculative purposes; iv. in contravention of any guidelines, rules or regulations of the RBI applicable to non- banking financial companies; and/or v. any purpose, that is not eligible for the providing of financing by banks to non-banking financial companies for bank finance to non-banking financial companies, or, which results in a breach of the RBI's master circular no. RBI/DOR/2025-26/154 DOR.CRE.REC.73/07-01-001/2025-26 dated November 28, 2025 on "Reserve Bank of India (Commercial Banks – Credit Facilities) Directions, 2025 on ("*Bank Finance to Non-Banking Financial Companies (NBFCs)*"). PROVIDED HOWEVER, the Company shall be entitled to temporarily invest the funds raised by the Issue in liquid mutual funds, government securities, and/or place deposit, and/or temporarily park funds in any

Particulars	Terms and Conditions
	accounts maintained with scheduled commercial banks until the utilization of the funds raised for the intended Purpose.
Coupon Rate	The Debentures shall carry Coupon at the fixed rate of 9.90% p.a. (nine point nine zero percent per annum) payable monthly and calculated on the Outstanding Principal Amount.
Step Up/ Step Down Coupon Rate	In the event, credit rating of the Debentures is downgraded from the current rating of "CRISIL A (Stable)" ("**Rating**") at any point of time during the tenor of the Debentures, the Coupon Rate shall increase by 0.25% (zero decimal two five percent) for each notch downgrade of 1 (one) notch from the rating of the Debentures and/or Issuer ("**Step Up Rate**"). Such increased rate of interest shall be applicable from the date of such downgrade ("**Step Up**"). Following the Step Up until the rating of the Debentures is restored to the Rating, if the rating of the Debentures is upgraded, the prevailing Step Up Rate shall be decreased by 0.25% (zero decimal two five percent) for each upgrade of 1 (one) notch from the rating of the Debentures (until the rating of the Debentures is restored to the Rating) and such decreased rate of interest shall be applicable from the date of such upgrade. PROVIDED THAT the decreased rate of interest in accordance with this provision cannot, in any case, be lower than the Coupon Rate.
Coupon / Dividend Payment Frequency	Monthly
Coupon / Dividend Payment Dates	Please refer to ANNEXURE X: ILLUSTRATION OF BOND CASH FLOWS of this Key Information Document.
Cumulative / non-cumulative, in case of dividend	Not applicable
Coupon Type	Fixed Coupon
Coupon Reset Process (including rates, spread, effective date, interest rate cap and floor etc.).	Not applicable
Day Count Basis (Actual/Actual)	Actual/Actual
Interest on Application Money	At Interest Rate (subject to deduction of income tax under the provisions of the Income Tax Act, 2025, or any other statutory modification or re-enactment thereof, as applicable) will be paid to the applicants on the application money for the Debentures for the period starting from and including the date of realization of application money in Issuer's Designated Bank Account up to one day prior to the Deemed Date of Allotment Where Pay-in Date and the Deemed date of Allotment are the same, no interest on Application money is to be paid.
Default Interest Rate	**Payment Default including Event of Default** If, at any time, there shall be a payment default or any other Event of Default, the Company agrees to pay an additional interest rate of 2% per annum (two point zero zero percent) above the applicable Interest Rate on the Outstanding Principal Amount from the date of the occurrence of the payment default or Event of Default until such payment default or Event of Default is cured or the final redemption amount is paid (whichever is earlier). **Delay in security creation** In the event the Issuer's fails to execute Hypothecation Agreement and perfect security within the timelines, the Issuer shall pay additional interest

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Particulars	Terms and Conditions
	of 2.00% (two point zero zero percent) over and above the Interest Rate. **Breach of Financial Covenants** Debenture Holder reserves the right to levy a penalty of a sum equivalent to 1.00% (One point zero zero percent) of the amount outstanding under the Debentures on the Issuer in the event of breach of any of the Financial Covenants, if such breach is not cured within 30 (thirty) days. The penalty shall be paid within 30 (Thirty) calendar days from the date of such breach and as per the relevant provisions contained in Transaction Documents. **Delay in execution of Debenture Trust Deed** If not already executed, the Company shall execute the Debenture Trust Deed within the timelines prescribed under Regulation 18(1) of the SEBI (Issue and Listing of Non-Convertible Securities) Regulations, 2021, as amended from time to time. In case of a delay in execution of Debenture Trust Deed, the Company will pay penal interest of at least 2% p.a. (two percent per annum) over the Coupon Rate till the execution of Debenture Trust Deed. **Delay in listing** In accordance with the SEBI NCS Listing Regulations read together with the Listed NCDs Master Circular, the Company confirms that in the event there is any delay in listing of the Debentures beyond 3 (Three) trading days from the date of closure of the issue for the Debentures, the Company (i) will pay to the Debenture Holders, penal interest of 1% (one percent) per annum over the Interest Rate for the period of delay from the Deemed Date of Allotment until the listing of the Debentures is completed.
Tenor	24 (twenty four) months from the Deemed Date of Allotment. In the case of an Early Redemption, Tenor will be number of days between the Deemed Date of Allotment and /or mandatory redemption date
Redemption Date	August 25, 2028
Redemption Amount	Debentures shall be redeemed at par
Redemption Premium / Discount/ Early Redemption penalty	Not applicable.
Issue Price	Face value of INR 1,00,000/- (Indian Rupees One Lakh only) per Debenture.
Discount at which security is issued and the effective yield as a result of such discount.	Not applicable
Premium/Discount at which security is redeemed and the effective yield as a result of such premium/discount.	Not applicable
Put Date	Not applicable
Put Price	Not applicable
Call Date	Not applicable
Call Price	Not applicable
Put Notification Time (Timelines by which the investor need to intimate Issuer before exercising the put)	Not applicable
Call Notification Time (Timelines by which the investor need to intimate Issuer before exercising the put)	Not applicable

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Particulars	Terms and Conditions
Face Value	INR 1,00,000/- (Indian Rupees One Lakh only) per Debenture
Minimum Application and in multiples of Debt securities thereafter	The minimum application for the subscription of Debentures shall be 100 (One Hundred) Debentures (aggregating to INR 1,00,00,000/- (Indian Rupees One Crore Only), and 1 (one) Debenture thereafter
Issue Timing **1. Issue Opening Date** **2. Issue Closing Date** **3. Date of earliest closing of the issue, if any** **4. Pay-in Date** **5. Deemed Date of Allotment**	1. August 24, 2026 2. August 24, 2026 3. Not Applicable 4. August 25, 2026 5. August 25, 2026
Settlement mode of the Instrument	Dematerialised form
Depository	NSDL and CDSL
Disclosure of Interest/ Dividend / redemption dates	Please refer to ANNEXURE X: ILLUSTRATION OF BOND CASH FLOWS of this Key Information Document.
Record Date	Means, date occurring 15 (fifteen) calendar days prior to any Due Date.
All covenants of the issue (including side letters, accelerated payment clause, etc.)	Side Letter: NIL Accelerated payment: Any early redemption or prepayment by Issuer is subject to applicable Law and subject to approval of the Majority Debenture Holders, please refer to 'Optional Early Redemption' and 'Mandatory Accelerated Early Redemption' set out below in this Section 8. **Covenants of the Issue**: Affirmative Covenants: Please refer to Section 10.1 (*Affirmative Covenants*) of this Key Information Document; Negative Covenants: Please refer to Section 10.2 (*Negative Covenants*) of this Key Information Document; Financial Covenants: Please refer to Section 10.3 (*Financial Covenants*) of this Key Information Document; Reporting Covenants: Please refer to Section 10.4 (*Reporting Covenants*) of this Key Information Document;
Description regarding Security (where applicable) including type of security (movable/immovable/tangible etc.), type of charge (pledge/ hypothecation/ mortgage etc.), date of creation of security/ likely date of creation of security, minimum security cover, revaluation, Replacement of security, interest to the debenture holder over and above the coupon rate as specified in the Debenture Trust Deed and disclosed in the Offer Document/ Key Information Document	The Debentures shall be secured by way of a first ranking, exclusive and continuing charge on identified receivables ("**Hypothecated Assets**") created pursuant to the Hypothecation Agreement. The Issuer undertakes: 1. The total charge over the Hypothecated Assets shall constitute 1.10x (one decimal one zero times) or 110% (one hundred and ten percent) of the aggregate Outstanding Principal Amounts/ Coupon/ dues outstanding and payable to the Debenture Holders to be created as per terms of the Transaction Documents. The above-mentioned Security Cover shall be maintained at all times during the Tenor of the Debentures and until all such dues/claims/ outstanding is paid to the Debenture Holders to the satisfaction of the Debenture Trustee. 2. To create, register and perfect the security over the Hypothecated Assets by filing CHG-9 within the time period applicable as contemplated above no later than 30 (Thirty) calendar days after the Deemed Date of Allotment and create a charge by executing a duly stamped Hypothecation Agreement prior to the Deemed Date of Allotment; The Company shall also provide such information sought by the Debenture Trustee for the purpose of filing the prescribed forms and particulars with the Central Registry and

Particulars	Terms and Conditions
	Information Utility in connection with the Debentures and the Security Interest over the Hypothecated Assets. 3. to pay a penal interest of 2.0% (Two Percent) p.a. over the Coupon Rate in case there is any delay in the creation, registration and perfection of the security over the Hypothecated Assets beyond 30 (thirty) calendar days from the date of execution of the Hypothecation Agreement; 4. to provide on a quarterly basis, of specific loan receivables/ book debts to the Debenture Trustee over which the charge is created and subsisting by way of hypothecation in favour of the Debenture Trustee (for the benefit of the Debenture Holders) ("**Quarterly Hypothecated Asset Report**") 5. to add fresh loan assets to the Security Cover to ensure that the value of the Hypothecated Assets is equal to 1.10x (One decimal one zero times) or 110% (One hundred and ten percent) the aggregate amount of the aggregate Outstanding Principal Amounts/ Coupon/ dues outstanding and payable to the Debenture Holders. 6. to replace Hypothecated Assets that have been overdue for more than 90 (Ninety) calendar days with current receivables (i.e., 0 DPD). 7. The Hypothecated Assets which do not meet the eligibility criteria shall be replaced within 30 days. **Security Cover Ratio/ Security Cover:** 1.10x (One Decimal One Zero Times) the value of the of the aggregate Outstanding Principal Amounts/ Coupon/ dues outstanding and payable to the Debenture Holders.
Transaction Documents	Including but not limited to the following documents: (a) Debenture Trust Deed (b) General Information Dated October 22, 2025 bearing reference no. 03/2025-26 (c) Debenture Trustee Appointment Agreement; (d) Deed of Hypothecation; (e) Special Power of Attorney; (f) Such other documents required by the Debenture Trustee.
Conditions Precedent to Disbursement	(a) A certified true copy of the constitutional documents of the Company (being its Memorandum and Articles of Association and Certificate of Incorporation) shall have been submitted to the Debenture Trustee; (b) All corporate approvals from the Board of Directors and shareholders of the Company, if applicable, shall have been received for the issuance of the Debentures and the execution, delivery and performance by the Company of the Transaction Documents in accordance with the Act, the Companies (Prospectus and Allotment of Securities) Rules, 2014, the Companies (Share Capital and Debentures) Rules, 2014 and other rules prescribed; (c) Execution of the Transaction Documents in a form and manner satisfactory to the Debenture Trustee shall have taken place;

Particulars	Terms and Conditions
	(d) The Company shall have provided to the Debenture Trustee a certificate from a director/ company secretary of the Company certifying that: (i) the persons authorised to sign the Transaction Documents and any document to be delivered under or in connection therewith, on behalf of the Issuer, together with the names, titles and specimen signatures of such authorised signatories; (ii) the Company and its Directors have the necessary powers under the Memorandum and Articles of Association of the Company to borrow moneys pursuant to the issuance of the Debentures; (iii) the borrowing of moneys pursuant to the issuance of the Debentures and creation of Security over the Hypothecated Assets will not cause any limit binding on the Company to be exceeded; (iv) no consents and approvals are required by the Issuer from its creditors or any Governmental Authority or any other person for the issuance of the Debentures and creation of security under the Deed of Hypothecation; (v) no Material Adverse Effect has occurred in the Company, and/ or the business of the Company; (vi) absence of any Event of Default, any force majeure event and any Material Adverse Effect; (vii) all representations and warranties contained in this Key Information Document are true and correct in all material respects on and as of the Deemed Date of Allotment, before and after giving effect to the Issue and to the application of the proceeds therefrom; (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 (ix) the Company shall maintain a security cover of 110.0% of the Outstanding Principal amounts and accrued interest throughout the Tenor the Debentures. (e) Copy of the e-Form MGT-14 filed with the ROC with respect to the board resolution or shareholders' resolution (as applicable and if required under the Act) passed for the issue of Debentures; (f) a copy of the rating letter and/ or the rating rationale issued by the Rating Agency in relation to the Debentures; (g) a copy of the consent from the Registrar to act as the Registrar and Transfer Agent for the issue of Debentures; (h) The Company shall have received consent from the Debenture Trustee to act as the Debenture Trustee for the issue of Debentures;

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Particulars	Terms and Conditions
	(i) Due execution of the Depository Agreements by, inter-alia, the Depositories and the Company; (j) Due execution of the Tripartite Agreement by, inter-alia, the Registrar and Transfer Agent, Depositories and the Company; (k) The Company shall have submitted to the Debenture Trustee, all required documents for the purpose of satisfying its respective KYC requirements; (l) The Company shall have submitted to the Debenture Trustee, a copy of the in-principle approval provided by the BSE in respect of the listing of the Debentures; (m) The Company shall have submitted to the Debenture Trustee, its audited account statements for the most recent financial year. (n) The Company shall have submitted to the Debenture Trustee, evidence that the fees, costs and expenses due from the Issuer pursuant to the Transaction Documents prior to execution have been paid to the satisfaction of the Debenture Trustee; and (o) such other information, documents, certification by Issuer's authorized representatives, opinions and instruments as the Debenture Holders may reasonably request.
Conditions Subsequent to Disbursement	Company shall fulfil each of the following conditions within the stipulated timelines: i. Certified true copy of the board resolution for the allotment of the relevant Debentures, within 2 (two) Business Days of the Deemed Date of Allotment of Debentures; ii. the Company shall make the application for listing of the Debentures and obtain listing of the Debentures within the time period prescribed under the SEBI Listing Timelines Requirements; iii. the Issuer shall ensure that the Debentures are credited into the demat account(s) of the Debenture Holders within 2 (Two) Business Days from the Deemed Date of Allotment or such time as set out under Listed NCDs Master Circular as amended from time to time; iv. The Company shall immediately on receipt of funds, take on all necessary steps to, including making all applicable filings in the Registrar of Companies and obtaining all necessary approvals including filing Form PAS 3 along with requisite fee within the timelines prescribed by the Act and Rules thereunder; v. The Issuer shall have submitted a copy of filed Form CHG-9 (as per the Act) with the relevant Registrar of Companies by the Issuer within 30 (thirty) days of execution of Hypothecation Agreement, together

Particulars	Terms and Conditions
	with the certificate of registration of charge obtained in relation to the same; vi. Providing all the necessary assistance to the Debenture Trustee for filing of and registering with the Central Registry under the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 for the exercise of the rights, powers and authority hereby conferred on the Debenture Trustee for effecting and perfecting the Security created or purported to be created under each Hypothecation Agreement and for enforcement of such Security within the timeline stipulated under applicable Law; vii. Copy of Form PAS-5 being maintained by the Issuer in accordance with the Act, where the Issuer has recorded the names of the subscribers to the relevant Debentures within 7 (Seven) Business Days of the Deemed Date of Allotment of Debentures; viii. The Issuer shall provide an end-use certificate from a statutory auditor certifying that funds have been utilized in accordance with Transaction Documents (along with the description of such utilization), within 60 (Sixty) days of the Deemed Date of Allotment; ix. As applicable to the Issuer in accordance with the applicable Law(s), relevant filings in the prescribed form to be made with an information utility registered with the Insolvency and Bankruptcy Board of India in accordance with provisions of the Insolvency Code and other regulations including the Insolvency and Bankruptcy Board of India (Information Utilities) Regulations, 2017; and x. The Issuer shall ensure compliance of such other condition and provide such other information and documents and execute such documents as are customary for a financing similar to the issuance of the Debentures or as Subscriber may reasonably request or as maybe required under the applicable Law (including without limitation, the Act and any other guidelines/ circulars issued by the SEBI and/ or RBI).
Events of Default (including manner of voting /conditions of joining Inter Creditor Agreement)	Please refer to Section 10.6 (*Events of Default*) of this Key Information Document;
Creation of recovery expense fund	The Company hereby agrees and undertakes that it shall create a recovery expense fund in the manner as set out in SEBI NCS Listing Regulations and the SEBI Debenture Trustees Master Circular or such other circulars as may be specified by the SEBI from time to time and shall inform the Debenture Trustee of the same in writing. Without prejudice to the generality of the foregoing, the Company shall ensure compliance with the SEBI NCS Listing Regulations, as amended/ supplemented from time to time in relation to the creation and maintenance of the recovery expense fund, the key provisions of which are as follows: (a) <u>Creation of Recovery expense fund</u>: The Company shall deposit

Particulars	Terms and Conditions
	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 The Company shall ensure that the bank guarantees remain valid for a period of 6 (Six) months post the maturity date of the Debentures. The Company shall keep the bank guarantees in force and renew the bank guarantees at least seven working days before its expiry, failing which the Designated Stock Exchange shall invoke such bank guarantee. (b) Utilisation of recovery expense fund: In the event of default, the Debenture Trustee is not required to obtain the consent of Debenture Holders for enforcement of security and shall inform the same to the Designated Stock Exchange as set out in Chapter IV of the SEBI Debenture Trustees Master Circular and the SEBI circular 'Modifications to Chapter IV of the SEBI Master Circular for Debenture Trustees dated August 13, 2025'. The amount lying in the recovery expense fund shall be released by the Designated Stock Exchange to the Debenture Trustee within five Business Days of receipt of such intimation. The Debenture Trustee shall keep a proper account of all expenses incurred out of the funds received from recovery expense fund.and shall on an annual basis update the Debenture Holders regarding the utilization of such funds. (c) Refund of recovery expense fund to the Company: The balance in the recovery expense fund shall be refunded to the Company on repayment to the Debenture holders for which a 'No Objection Certificate (NOC)' shall be issued by the Debenture Trustee(s) to the Designated Stock Exchange. The Debenture Trustee shall satisfy that there is no 'default' on any other listed debt securities of the Company before issuing the NOC.
Conditions for breach of covenants (as specified in Debenture Trust Deed)	Refer to Section 10 (*Key Terms of the Issue*) of this Key Information Document
Provisions related to Cross Default Clause	Please refer to Section 10.6 (*Events of Default*) of this Key Information Document;
Role and Responsibilities of Debenture Trustee	Refer to Section 10.5 (*Responsibilities of the Trustee*) of this Disclosure Document
Risk factors pertaining to the issue	Refer to Section 4 (*Risk Factors)* of the Key Information Document
Governing Law and Jurisdiction	The Transaction Documents shall be governed by and will be construed in accordance with the Indian laws and any disputes arising there from shall be subject to the jurisdiction of appropriate courts and tribunals at Chennai, India.
Delay in Listing	In case of delay in listing of securities issued on privately placement basis beyond the timelines specified above, the issuer shall pay penal interest of 1% p.a. over the coupon/ dividend rate for the period of delay to the investor (i.e. from the date of allotment to the date of listing).
Optional Early Redemption	As per applicable Law, the Issuer will not have the option to prepay the debentures within 12 (twelve) months from the Deemed Date of Allotment ("**Lock-in Period**"). However, pursuant to the expiry of the Lock-in Period, the Issuer may, on any date other than the Final Redemption Date, exercise the early redemption of the Debentures by providing 15 (fifteen)

Particulars	Terms and Conditions
	days prior notice to the Debenture Trustee and upon receipt of consent of Majority Debenture Holders.
Mandatory / Accelerated Early Redemption Event	means when the rating of Debentures is downgraded by two notches or more;
Mandatory / Accelerated Early Redemption	On occurrence of Mandatory / Accelerated Early Redemption Event, Debenture Trustee immediately upon receiving instructions from the Debenture Holders, shall provide a notice to the Issuer for making early redemption of the Debentures ("**Mandatory / Accelerated Early Redemption Notice**"). Issuer shall make payment of all the amounts outstanding under the Debentures in full together with accrued Interest, and all other amounts accrued thereto without any premature redemption penalty within 15 (Fifteen) calendar days of the Mandatory / Accelerated Early Redemption Notice. Issuer must comply with such other conditions as may be prescribed by the Debenture Trustee/ Debenture Holder. Issuer shall comply with such conditions as maybe required under regulatory framework from time to time.
Eligibility Criteria	i. The hypothecated Loans must have been originated while complying with all the extant 'know your customer' norms specified by the RBI; ii. The Loans constituting the Hypothecated Assets shall be unencumbered and no security interest of any kind shall exist over them except in accordance with the Transaction Documents; iii. The receivables are existing at the time of selection and have not been terminated or pre- paid or not under any moratorium; iv. Each Loan shall be "standard" and receivables with overdue for more than 90 days will be replaced with current receivables; v. all Loans hypothecated under the Hypothecation Agreement comply with RBI norms and guidelines; vi. Loans originated from the issue proceeds should be originated by the Issuer and not loans purchased from a third party; vii. No Loan forming part of Security Cover should be restructured or rescheduled; and viii. No Loan shall be belonging to Off-Balance Sheet Portfolio.
Cure Period for Affirmative Covenants	A cure period of 30 (thirty) days from the date of such breach shall be provided for following affirmative covenants: (g) Preserve corporate status; authorizations, (r) Books of Account, (t) Corporate Governance, (z) Comply with Regulatory Filings.
Cure Period for Financial Covenants	30 (Thirty) days from the date of such breach.
Cure Period for Reporting Covenants	30 (Thirty) days from the date of such breach.
Buyback	Issuer can buy back Debentures with the approval of the Majority Debenture Holders subject to applicable Law and as per the Transaction documents.

Notes:

a. *If there is any change in coupon rate pursuant to any event including lapse of certain time period or downgrade in rating, then such new coupon rate and the events which lead to such change should be disclosed.*

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

c. *The issuer shall provide granular disclosures in their issue document, with regards to the "Object of the Issue" including the percentage of the issue proceeds earmarked for each of the "object of the issue".*

The Issue proceeds will be utilized for onward lending and repayment/ refinance of its existing debt obligations. The Issuer shall also be entitled to temporarily invest the funds raised by the Issue in liquid mutual funds, government securities, and/or place deposit, and/or temporarily park funds in any accounts maintained with scheduled commercial banks until the utilization of the funds raised for the intended Purpose. (i.e. for onward lending and repayment/ refinance of its existing debt obligations).

d. *While the debt securities are secured to the tune of 110% of the principal and interest amount or as per the terms of offer document/ General Information Document Dated* October 22, 2025 bearing reference no. 3/2025-26*/ this Key Information Document, in favour of Debenture Trustee, it is the duty of the Debenture Trustee to monitor that the security is maintained.*

e. *Debt securities shall be considered as secured only if the charged asset is registered with Sub-registrar and Registrar of Companies or CERSAI or Depository etc., as applicable, or is independently verifiable by the debenture trustee.*

f. *Before making the application for listing of debt securities, the Issuer shall create charge as specified in the Debenture Trust Deed / Key Information Document, in favour of the debenture trustee and also execute debenture trust deed (DTD) with the Debenture trustee. The Stock Exchange(s) shall list the debt securities only upon receipt of a due diligence certificate as per format specified in SEBI NCS Listing Regulations from debenture trustee confirming creation of charge and execution of the Debenture Trust Deed. The charge created by Issuer shall be registered with Sub-registrar, Registrar of Companies, CERSAI, Depository etc., as applicable, within 30 days of creation of such charge. In case the charge is not registered anywhere or is not independently verifiable, then the same shall be considered a breach of covenants/ terms of the issue by the Issuer.*

g. *The Issuer reserves the right to make multiple issuances under the same ISIN. Any such issue can be made either by way of creation of a fresh ISIN or by way of issuance under an existing ISIN at premium/par/discount as the case may be.*

SECTION 9 DISCLOSURE PERTAINING TO WILFUL DEFAULT

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

a) Name of the bank declaring the entity as a willful defaulter:
Not applicable

b) The year in which the entity is declared as a willful defaulter:
Not applicable

c) Outstanding amount when the entity is declared as a willful defaulter:
Not applicable

d) Name of the entity declared as a willful defaulter:
Not applicable

e) Steps taken, if any, for the removal from the list of willful defaulters:
Not applicable

f) Other disclosures, as deemed fit by the issuer to enable Investors to take informed decisions:
Not applicable

g) Any other disclosure as specified by the Board:
Not applicable

SECTION 10 KEY TERMS OF THE ISSUE

10.1 AFFIRMATIVE COVENANTS

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

The Company shall utilize the proceeds of this issue in accordance with applicable Laws and regulations and as provided in this Key Information Document/the Debenture Trust Deed;

(b) **Amendment of Articles of Association**

Issuer has amended and incorporated provisions in their Articles of Association, authorizing the Debenture Trustee to appoint a nominee director on the board of directors of the Company as per Clause 15 (1)(e) of the Securities and Exchange Board of India (Debenture Trustee) Regulations, 1993 and Rule 18(3) (e) of Companies (Share Capital and Debentures) Rules, 2014 by September 30, 2023 as specified SEBI Listed Debentures Circulars and Regulations;

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

Company shall promptly inform the Debenture Trustee if it has notice of any application for winding up having been made or any statutory notice of winding up under the provisions of the Act or any other notice under any other statute relating to winding up or otherwise of any suit or other legal process filed or initiated against the Company which will have a Material Adverse Effect;

(d) **Loss or damage by uncovered risks**

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

(e) **Costs and expenses**

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

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

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

(g) **Preserve corporate status; authorisations**

Company shall

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

(ii) conduct its business with due diligence and efficiency and in accordance with sound technical, managerial and financial standards and business practices with qualified and experienced management and personnel; and

(iii) promptly obtain all consents and authorisations as maybe necessary for performing its obligations in relation to the issue of the Debentures.

(h) **Pay stamp duty**

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

(i) **Furnish information to trustee**

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

(j) **Grievance**

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

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

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

(i) notice of any Event of Default, each as listed in Section 10.6 (*Events of Default*) of this Key Information Document;
(ii) review of the ratings obtained by the Company by the credit rating agencies and any revision in the rating as per the Listing Regulations;
(iii) details of any material litigation, arbitration or administrative proceedings, etc. including those that are required to be disclosed to the Debenture Trustee which could have Material Adverse Effect;

(iv) any and all information required to be provided to the Stock Exchange under the Listing Regulations; and
(v) the declaration or distribution of dividend.

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

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

(m) **Further assurances**

Company shall

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

(ii) furnish to the Debenture Trustee details of all grievances received from the Debenture Holders and the steps taken by the Company to redress the same. At the request of any Debenture Holder, the Debenture Trustee shall, by notice to the Company call upon the Company to take appropriate steps to redress such grievance and the Company shall comply with the instructions of the Debenture Trustee issued in this regard; and

(iii) obtain, comply with the terms of and do all that is necessary to maintain in full force and effect all authorisations necessary to enable it to lawfully enter into and perform its obligations under this Key Information Document/the Debenture Trust Deed or to ensure the legality, validity, enforceability or admissibility in evidence in India of this Key Information Document/the Debenture Trust Deed.

(iv) comply with:

(A) all Laws, rules, regulations and guidelines (including but not limited to environmental, social and taxation related Laws), as applicable in respect of the Debentures and obtain such regulatory approvals as may be required from time to time, including but not limited to SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015, SEBI NCS Listing Regulations and the provisions of the listing agreement entered into by the Company with the BSE in relation to the Debentures;

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

(C) the provisions of the Act in relation to the issue of the Debentures;

(D) procure that the Debentures are rated and continued to be rated until the redemption of the Debentures;

(E) The Company shall ensure that, at time of making any payment of interest or repayment of the principal amount of the Debentures in full or in part, the Company shall do so in the manner that is most tax efficient for the Debenture Holders (including withholding tax benefit) but without, in any way, requiring the Company to incur any additional costs, expenses or taxes and the Company shall avail of all the benefits available under any treaty applicable to the Company and/ or the Debenture Holders; and

(F) all Laws, rules, regulations and guidelines as applicable in respect of foreign investors (if any).

(n) **Security**

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

(i) the Debentures shall be secured with first ranking exclusive continuing security by way of a first ranking exclusive charge on the Hypothecated Assets in favour of the Debenture Trustee for the benefit of the Debenture Holders;

(ii) that all the Hypothecated Assets that shall be charged to the Debenture Trustee under the Hypothecation Agreement shall always be kept distinguishable and held as the exclusive property of the Company specifically appropriated to this security and be dealt with only under the directions of the Debenture Trustee. The charge created on the security shall be free from any encumbrances, and the Company shall provide an undertaking to the Debenture Trustee as per terms of issue before filing the application for listing of the Debentures. The Company shall not create any charge, lien or other encumbrance upon or over the same or any part thereof except in favour of the Debenture Trustee nor suffer any such charge, lien or other encumbrance or any part thereof nor do or allow anything that may prejudice this security and the Debenture Trustee shall be at liberty to incur all costs and expenses as may be necessary to preserve this security and to maintain the same undiminished and claim reimbursement thereof;

(iii) shall, on the First Security Cover Determination Date and at all times thereafter, ensure that the Security Cover Ratio is maintained and towards this end, it shall on or before each Quarterly Security Cover Determination Date, Top-up the Hypothecated Assets with additional Receivables and/ or Replace any Receivables constituting the Hypothecated Assets in accordance with the Hypothecation Agreement so as to ensure that Security Cover Ratio is maintained at all times from the First Security Cover Determination Date until the redemption of the Debentures in full and perfect the first ranking and exclusive charge of the Debenture Trustee over such modified Hypothecated Assets by filing Form CHG-9 with the concerned ROC and the required filing with the Central Registry in relation thereto as soon as practicable and no later than 30 (thirty) days therefrom;

(iv) shall, on the First Security Cover Determination Date and every Quarterly Hypothecated Asset Reporting Date, as also whenever required by the Debenture Trustee, give full particulars to the Debenture Trustee of all the Hypothecated Assets from time to time and shall furnish and verify all statements, reports (including Monitoring Reports as prescribed in the Hypothecation Agreement), returns, certificates and information from time to time and as required by the Debenture Trustee and furnish and execute all necessary documents to give effect to the Hypothecated Assets;

(v) the security interest created on the Hypothecated Assets shall be a continuing security until the Final Redemption Date until all Payment Obligations are fulfilled to the satisfaction of the Debenture Trustee as described in the Hypothecation Agreement and other Transaction Documents;

(vi) the Hypothecated Assets shall satisfy the eligibility criteria set out in **"***Eligibility Criteria*" of Section 8; and

(vii) nothing contained herein shall prejudice the rights or remedies of the Debenture Trustee and/ or the Debenture Holders in respect of any present or future security, guarantee obligation or decree for any Financial Indebtedness or liability of the Company to the Debenture Trustee and/ or the Debenture Holders.

(viii) the Debenture Holders shall have a beneficial interest in the Hypothecated Assets of the Company which have been charged to the Debenture Trustee to the extent of the Outstanding Principal Amounts of the Debentures under this Key Information Document/the Debenture Trust Deed.

(o) **Filings**

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

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

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

(q) **Delay in Security Creation**

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

(i) refund the Application Money, to the Debenture Holders; or
(ii) pay to the Debenture Holders additional interest at Default Interest Rate on the Outstanding Principal Amounts from the Deemed Date of Allotment till the creation of first ranking and exclusive charge over the Hypothecated Assets pursuant to the terms of the Hypothecation Agreement such that the Security Cover Ratio is met.

(r) **Books of Account**

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

(s) **Material Adverse Effect**

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

(t) **Corporate Governance**

(i) the Company shall maintain the highest standards of corporate governance in accordance with the NBFC Directions;
(ii) shall at all times until the redemption of all outstanding Debentures, ensure that there is at least 1 (one) independent director;

(iii) the Company shall at all times comply with the NBFC Directions and Reserve Bank of India (Non-Banking Financial Companies – Credit Facilities) Directions, 2025 dated November 28, 2025 and any amendments from time to time; and
(iv) the Company shall at all times comply with the NBFC Directions.

(u) **General**

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

(v) **Access**

Company shall permit the Debenture Trustee (and the Debenture holders) and/ or accountants or other professional advisers and contractors appointed by the Debenture Trustee access at all reasonable times and on reasonable notice of the Company to:
(i) check the management of the funds made available through subscription to the Debentures;
(ii) inspect and take copies and extracts from the books, accounts and records of the Company;
(iii) the Company shall obtain, comply with and maintain all necessary licenses/ authorisations;
(iv) visit and inspect the premises of the Company; and
(v) meet and discuss matters with senior management employees of the Company.

(w) **Conditions Subsequent**

Company shall comply with the conditions stipulated in **"***Conditions Subsequent*" of Section 8 (Summary of Terms);

(x) **Financial Covenants**

Company shall comply with the financial covenants stipulated in Section 10.3 (*Financial Covenants*) of this Key Information Document;

(y) **Issue Terms and Conditions**

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

(z) **Comply with Regulatory Filing**

The Issuer shall ensure to comply with all regulatory filings within timelines as per applicable Laws.

(aa) **Internal Controls**

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

(bb) **Information to Debenture Trustee**

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

10.2 NEGATIVE COVENANTS

Without the prior written consent of the Debenture Trustee (acting on the instructions of Majority Debenture Holders) the Company shall not take any action/ permit any action to be taken in relation to the items set out herein.

The Debenture Trustee may approve any application for consent/waiver in respect of any of the negative covenants set out under this Section 10.2, once of the Majority Debenture Holders provide their consent, within a period of 7 (seven) calendar days from the date of receipt of such request/notification from the Debenture Trustee. Where the aforementioned approval or rejection has not been provided within the aforementioned time period of 7 (seven) calendar days from the date of receipt of such request/notification from the Debenture Trustee, consent for such action shall be deemed approved and the Company may proceed with the action for which the consent/waiver has been requested. However, on an Event of Default, deemed consent as stated above shall not be applicable and the consent of the Debenture Holders/ Debenture Trustee shall be obtained as per the applicable SEBI Listed Debentures Circulars and Regulations and any amendments from time to time and in terms of process set out **Section 10.8** (*Provisions for Meeting of Debenture Holders*) and this Key Information Document.

(a) **Change of business;**

Change the general nature of its business (save and except other than in ordinary course of business) from that which is permitted by the RBI.

(b) **Change in constitutional documents**

Change or make any material alteration to its Constitutional Documents where such amendment would result in a Material Adverse Effect, except in the following events (wherein the prior written permission of the Debenture Trustee will not be required):

i. increase of share capital,
ii. giving effect to scheme of arrangement between the Issuer and Finnovation,
iii. introduction of new products / services,
iv. change in registered office address of the Issuer; and/ or
v. any changes required due to change in shareholder's agreement which does not affect the Debenture Holders' rights under the Transaction Documents or constitutes a breach of terms under the Transaction Documents) or changes required to be made due to equity fund raises, initial public offering.

(c) **Change in shareholding**

(i) The Company will not purchase or redeem any of its issued shares or reduce its share capital, except if required for implementation of the scheme of arrangement between Issuer and Finnovation Tech Solutions Private Limited;

(ii) Mr. Madhusudan Ekambaram and Mr. Krishnaswamy Karthikeyan (collectively "**Key Shareholders**") shall not sell, transfer or encumber the shares (cumulatively below 5% on a fully diluted basis) of the Issuer held by them respectively. The shareholding of Key Shareholders shall not go below 5% on a fully diluted basis;

(iii) Mr. Madhusudan Ekambaram, Mr. Krishnaswamy Karthikeyan and Mr. Vivek Veda shall not exit from the board during the Tenor of the Debentures;

(iv) Key Shareholders shall not pledge, charge or create any security interest and/or lien or encumbrance of any nature directly over their shareholding in the Issuer in favour of any other person.

(d) **Dividend**

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

(i) the proposed payment or distribution is out of net income of the current Financial Year (excluding any amount resulting from the revaluation of any of the Company's assets);
(ii) no Event of Default has occurred and is then continuing, or is reasonably likely to occur as a result of such payment or declaration of any dividend or distribution and after giving effect to any such action;
(iii) the Company is in compliance with the financial covenants set forth in Section 10.3 (*Financial Covenants*) of this Key Information Document; and
(iv) the company has paid or made satisfactory provision for the payment of the installments of principal and interest due on the Debentures.

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

Save and except as stated above, the Issuer shall not, without the prior approval of Debenture Holders, enter into any transaction of merger, de-merger, consolidation, re-organization, scheme of arrangement (except for scheme of arrangement between Issuer and Finnovation Tech Solutions Private Limited) or compromise with its creditors or shareholders or effect any scheme of amalgamation or reconstruction; provided however that this restriction shall not apply in the event that the compliance with this restriction would result in the Issuer defaulting in relation to any of its Payment Obligations in relation to the Debentures.

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

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

(g) **Acquisition**

Acquire, without the prior written consent of the Majority Debenture Holders, any company, business or undertaking if the amount of the acquisition cost is likely to have Material Adverse Effect, whether paid by cash or otherwise.

(h) **Joint Venture**

Without the prior written consent of the Majority Debenture Holders:

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

(i) **Loans and Guarantees**

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

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

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

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

(k) **Immunity**

Claim any immunity or limitation of liability against any Payment Obligations arising towards the Debenture Holders.

(l) **Liabilities**

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

(m) **Buy-back**

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

(n) **Material compromise or Settlement**

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

(o) **Anti-money laundering**

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

(p) **Related Party Transactions**

The Issuer shall not without the prior written intimation to the Debenture Trustee (i) enter into any related party transaction(s) whereby the overall outstanding amount owed to the Issuer under all such related party transactions exceeds 15.00% (Fifteen Point Zero Zero percent) of its net worth, or (ii) provide any guarantee for any indebtedness of a related party. For the purposes of this clause, the terms 'net worth' and 'related party' shall respectively have the meaning ascribed to them in sections 2 (57) and 2 (76) of the Companies Act, 2013 (and the Rules framed thereunder). This clause shall however not be applicable to transactions with Finnovation Tech Solutions Private Limited which are in the ordinary course of business or non-convertible debentures subscribed to by related parties.

(q) **Financial Year**

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

10.3 FINANCIAL COVENANTS

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

(a) Minimum capital ratio of Tier I Capital and Tier II Capital to aggregate risk weighted assets on-balance sheet and of risk adjusted value of off balance sheet items shall not be less than 20.00% (Twenty Point Zero Zero percent) or as per the regulatory minimum prescribed by the Reserve Bank of India under the NBFC Master Directions, whichever is higher.
(b) Cumulative Asset Liability mismatch** should always be positive in all the buckets upto 1 year;
(c) NNPA to not exceed 4%;
(d) Maximum permissible ratio of Total Debt to Tangible Networth shall be 4.00x (Four times) on a standalone basis.

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

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

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

All financial covenants would be tested on a quarterly basis i.e. as on 31st March, 30th June, 30th September and 31st December every year, starting from September 30, 2026, on consolidated and standalone balance sheet till the redemption of the Debentures. Without prejudice to its other rights under the Transaction Documents, Debenture Holders reserves the right to levy a penalty of a sum equivalent to 1% (One percent) of the amount outstanding under the Debentures on the Issuer in the event of breach of any of the Financial Covenants, if such breach is not cured within 30 (thirty) days. Such penalty amount shall be paid within 30 (thirty) calendar days from the date of such breach.

10.4 INFORMATION / REPORTING COVENANTS

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

(a) **Quarterly Reports**

(i) periodical status/performance reports from the Company within 7 (seven) days of the relevant board meeting of the Company or within 45 (forty five) days of the respective quarter, whichever is earlier and in form and substance satisfactory to the Debenture Trustee and the Debenture Holders. Such reporting will include information detailing:

(A) Unaudited Financial Statements with notes to accounts;

(B) the shareholding structure and composition of the board of directors in the Company;

(C) a compliance certificate confirming compliance with the financial covenants set forth in Section 10.4 (*Reporting Covenants*) of this Key Information Document signed by a statutory auditor of the Company in the form and substance reasonably satisfactory to the Debenture Trustee and the Debenture Holders;

(D) All data required for covenant testing;

(E) The Company shall furnish quarterly report to the Debenture Trustee containing the following particulars:

(I) Updated list of the names and addresses of the Debenture Holders.
(II) Details of the Interest due, but unpaid and reasons thereof.
(III) The number and nature of grievances received from the Debenture Holders and (A) resolved by the Company (B) unresolved by the Company and the reasons for the same.
(IV) A statement that the Hypothecated Assets is sufficient to discharge the claims of the Debenture Holders as and when they become due
(V) Information on:
(a) any changes in the accounting policy of the Company from that followed as on the Deemed Date of Allotment;
(b) Latest ALM details;
(c) List of Lenders and Loan/ NCD profile;
(d) Portfolio cuts including number of loans & PAR data in the agreed format;
(e) such other information, as may be required by the Debenture Trustee; and
(f) Any other financial / operational data as may reasonably be required by the Debenture Holder/s.

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

(b) **Annual Reports**

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

i. Provide audited financial statements.

ii. Contingent liabilities, if any.

(c) **Event Based Reports**

(i) The Company shall provide/ cause to be provided information to the Debenture Trustee (and to the Debenture Holders, if so requested) as soon as practicable, and in any event within 30 (thirty) Business Days from the occurrence of such event:

(A) any change in the shareholding structure of the Company,;
(B) any change in the board composition of the Company as a result of fresh equity infusion;
(C) Any dispute, litigation, investigation or other proceeding which has a Material Adverse Effect and also affects the actual repayment capability of the Issuer.
(D) the Company obtains actual knowledge thereof, notice of the occurrence of any Event of Default, specifying the nature of such event and any steps the Company is taking and proposes to take to remedy the same;
(E) Any fraud amounting to more than 2% of Gross Loan Portfolio;
(F) the Company alters its Constitutional Documents except for those where consent is not required under the Transaction Documents;
(G) the Company obtains or has actual knowledge thereof, notice of the occurrence of any event or circumstance that result in a Material Adverse Effect;
(H) any notice of any application for winding up having been made or receipt of any statutory notice of winding up under the provisions of the Act or any other notice under any other

law or otherwise of any suit or legal process intended to be filed and affecting the title to the property of the Company; and

(I) Application of insolvency petition under bankruptcy code/ NCLT by the Issuer.

(d) **<u>Disclosures under SEBI Listed Debentures Circulars and Regulations</u>**

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

10.5 RESPONSIBILITIES OF THE DEBENTURE TRUSTEE

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

(a) the Debenture Trustee may, in relation to these presents, act on the opinion or advice of or any information obtained from any solicitor, counsel, advocate, valuer, surveyor, broker, auctioneer, qualified accountant or other expert whether obtained by the Company or by the Debenture Trustee or otherwise;

(b) the Debenture Trustee shall be the attorney of the Company and shall have the right to execute, sign and do any deeds, documents, assurances, acts and things in the name and on behalf of the Company, which shall in the opinion of the Debenture Trustee be necessary or expedient that the Company should execute, sign and do for the purpose of carrying out any of the trusts or obligations declared or imposed upon the Debenture Trustee;

(c) the Debenture Trustee is not permitted to release / exclude any part of the Hypothecated Assets temporarily or permanently from the security created / to be created for the Debentures except in accordance with a Majority Resolution;

(d) with a view to facilitating any dealing under any provisions of these presents the Debenture Trustee shall have full power to consent (where such consent is required) to a specified transaction or class of transactions conditionally;

(e) the Debenture Trustee shall not be responsible for the monies paid by Applicants for the Debentures;

(f) the Debenture Trustee shall have full power to determine all questions and doubts arising in relation to any of the provisions hereof and every such determination bonafide made (whether or not the same shall relate wholly or partially to the acts or proceedings of the Debenture Trustee) in the absence of any fraud, gross negligence, willful misconduct or breach of trust, shall be conclusive and binding upon all persons interested hereunder;

(g) notwithstanding any contained to the contrary in this Key Information Document/ Debenture Trust Deed, 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;

(h) the Debenture Trustee shall forward to the Debenture Holders copies of any information, documents from the Company pursuant to this Key Information Document/ Debenture Trust Deed within 2 (two) Business Days of receiving the same from the Company;

(i) The Debenture Trustee shall take all reasonable steps to realise the monies due to the Trust; and

(j) The Debenture Trustee shall have the right to rely on notices, communications, advertisement, website information of Issuer and any other related party with respect to issue etc.

PROVIDED THAT nothing contained in this Clause shall exempt the Debenture Trustee or any receiver, attorney, manager, agent or other person appointed by the Debenture Trustee from or indemnify them against any liability for breach of trust nor any liability which by virtue of any rule or Law would otherwise attach to them in respect of any negligence, default or breach of trust which they may be guilty of in relation to their duties hereunder.

10.6 EVENTS OF DEFAULT

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

(a) **Payment Defaults**

The Company does not pay on the Due Date any amount payable pursuant to this Key Information Document and the Debentures (including but not limited to penal interest, if any) at the place at and in the currency in which it is expressed to be payable, unless its failure to pay is caused by administrative or technical error and payment is made within 2 (Two) Business Days of its Due Date.

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

(i) The Company is unable or admits inability to pay its debts as they fall due, suspends making payments on any of its debts or, by reason of actual or anticipated financial difficulties, commences negotiations with one or more of its creditors with a view to rescheduling any of its Financial Indebtedness.

(ii) The Company is (or deemed by Law or a court to be) insolvent or bankrupt or unable to pay its debts or stops or suspends payments of all its debts, makes a general assignment or an arrangement or composition with or for benefit of the relevant financial creditors in respect of any such debts or a moratorium is agreed or declared in respect of or affecting all the Financial Indebtedness of the Company.

(c) **Charge over Hypothecated Assets**

The Company creates or attempts to create any charge on the Hypothecated Assets or any part thereof, in addition to the charge created pursuant to the Hypothecation Agreement without the consent of the Debenture Trustee.

(d) **Security in Jeopardy**

(i) In the opinion of the Debenture Trustee the Hypothecated Assets is in jeopardy due to breach of security covenant as set out in the Transaction Document and the Hypothecated Assets are not replaced with new assets within 30 (thirty) calendar days;

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

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

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

(e) **Misrepresentation**

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

(f) **Material Adverse Change**

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

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

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

(A) the suspension of payments, a moratorium of any Financial Indebtedness, winding-up, dissolution, administration or re-organisation (by way of voluntary arrangement, scheme of arrangement or otherwise) of the Company;

(B) a composition, compromise, assignment or arrangement with any financial creditor of the Company;

(C) the appointment of a liquidator, provisional liquidator, supervisor, receiver, administrative receiver, administrator, compulsory manager or other similar officer in respect of the Company;

(D) the Company or its Affiliate, in respect of any reference or enquiry or proceedings commenced, before the National Companies Law Tribunal or under any mechanism or prescription of the RBI in respect of resolution/restructuring of stressed assets (including without limitation, under the RBI's circular no. DOR.STR.REC.276/21.04.048/2025-26 dated November 28, 2025 on "Reserve Bank of India (Non-Banking Financial Companies – Resolution of Stressed Assets) Directions, 2025" (as amended or modified or restated from time to time));

(E) Any financial creditors' initiates proceedings under Insolvency and Bankruptcy Code, 2016 against the Issuer;

(F) Any operational creditors' proceedings initiated against the Issuer with claim amount of Rupees Ten Crores or above;

(G) A petition for the reorganization, arrangement, adjustment, winding up or composition of debts of the Company is filed on the Company (voluntary or otherwise) or have been admitted or makes an assignment for the benefit of its creditors generally and such proceeding is not contested by the company for staying, quashing or dismissed within 30 (Thirty) days;

(H) enforcement of any security over any Assets of the Company; or

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

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

(h) **Cross Default**

The Company triggers an event of default on any other Financial Indebtedness.

(i) **Creditors' Process**

(i) Any undertaking, Assets, rights or revenues of the Company are condemned, seized, nationalised, expropriated or compulsorily acquired, or shall have assumed custody or control of the business or operations of the Company, or shall have taken any action for the dissolution of the Company, or any action that would prevent the Company, their member, or their officers from carrying on their business or operations or a substantial part thereof, by or under the authority of any Government or any Government Authority having an impact of more 20% of the Total Assets as on the date of signing the Transaction Documents.

The Company does not inform the Debenture Trustee of one or more of the other creditors of the Company accelerating the Payment Obligations on the grounds of a material adverse change (howsoever described) or a material adverse effect (howsoever described) in the financial, operational or regulatory conditions governing the Company.

(ii) The Company has voluntarily or involuntarily becomes subject of proceedings under any bankruptcy or insolvency laws and such proceedings have been admitted by a competent court or the Company is voluntarily or involuntarily dissolved.

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

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

(j) **Transaction Documents**

(i) this Key Information Document or any other Transaction Document in whole or in part, are terminated or cease to be effective or cease to be a legally valid, binding and enforceable obligation of the Company.

(ii) In the opinion of the Debenture Trustee, any of the Transaction Documents fails to provide the security interest, rights, title, remedies, power or privileges intended to be created thereby (including the priority intended to be created thereby), or such security interests do not have the priority contemplated under the Transaction Documents, or the security interest created thereunder become unlawful, invalid, or unenforceable,

(k) **Delisting**

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

(l) **Unlawfulness**

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

(m) **Repudiation**

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

(n) **Cessation**

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

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

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

(p) **Merger**

The Company has taken or suffered to be taken any action for re-organisation of its capital or any rearrangement, merger or amalgamation without the prior written consent of the Majority Debenture Holders other than as permitted under this Key Information Document/ Debenture Trust Deed. The rearrangement or consolidation or amalgamation with or merger with or into, or receiving of all or substantially all the assets or obligations of, another entity, or any action for reorganisation of capital without the prior written consent of the Debenture Trustee.

(q) ***Wilful default***

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

(r) ***Breach of Covenants***

(i) Any breach of financial covenants stipulated in Section 10.3 (*Financial Covenants*) of this Key Information Document and the same is not cured within the Cure Period for Financial Covenants.
(ii) Any breach of reporting covenants stipulated in Section 10.4 (*Reporting Covenants*) of this Key Information Document and the same is not cured within the Cure Period for Reporting Covenants.
(iii) Any breach of negative covenants mentioned in Section 10.2 (*Negative Covenants*) of this Key Information Document,
(iv) Any breach of affirmative covenants mentioned in the following clauses of Section 10.1 (*Affirmative Covenants*) of this Key Information Document: (g) P*reserve corporate status; authorizations*, (r) *Books of Account*, (t) *Corporate Governance*, (z) *Comply with Regulatory Filings*; and the same is not cured within the Cure Period for Affirmative Covenants.
(v) A breach by the Company of any of its obligations and covenants provided in terms of this Key Information Document or other Transaction Documents other than cure period as provided in the Transaction Documents.
(vi) Breach or violation of any covenant as maybe contained in any other agreement/s (including loan/ facility agreement) executed between the Issuer and Debenture Trustee.
(vii) Any other event which is mentioned/ considered as an 'Event of Default' under any other Transaction Documents.

10.7 CONSEQUENCES OF AN EVENT OF DEFAULT

i. If one or more of the events specified in **Section 10.6** (*Events of Default*) occur(s), the Debenture Trustee may, in its discretion, that is, without requiring any consent or confirmation of the Company, and upon request in writing of Majority Debenture Holders or by a Majority Resolution duly passed at the meeting of the Debenture Holders by a notice in writing to the Company initiate the following course of action:

(a) require the Company to mandatorily redeem the Debentures and repay the principal amount on the Debentures, along with accrued but unpaid interest, and other costs, charges and expenses incurred under or in connection with this Key Information Document and other Transaction Documents;

(b) declare all or any part of the Debentures to be immediately (or on such dates as the Debenture Trustee may specify) due and payable, whereupon it shall become so due and payable;

(c) enforce any security created pursuant to the Hypothecation Agreement in accordance with its terms, as may be set out herein or therein, towards repayment of the Debentures;

(d) appoint any independent agency to inspect and examine the working of the Company and give a report to Debenture Holders/ the Debenture Trustee. The Company shall give full co-operation and provide necessary assistance to such agency and bear all costs and expenses of the examination including the professional fees and travelling and other expenses;

(e) to appoint a nominee director as per the Debenture Trustees Regulations on the board of directors of the Company or to appoint an observer to all meetings of the board of directors of the Company;

(f) take necessary action of either enforcing the Security or entering into the inter creditor agreement or take any other action as decided in the meeting of Debenture Holder(s) based on the decision of the Debenture Holder(s) with Majority Consent, including the decision of formation of a committee of the Debenture Holder(s) to participate in the inter creditor agreement or to enforce the Security or as may be decided in the meeting of Debenture Holder(s). Such a committee, if decided to be formed, may comprise of the designated members representing the interest of the ISIN level Debenture Holder(s) under the Debentures and be responsible to take decisions which shall be binding on the specific ISIN level Debenture Holder(s) relating to inter creditor agreement matters, or in relation to enforcement of the Security, or take any other action as may be decided by the Debenture Holder(s), from time to time. The Debenture Trustee(s) may in accordance with the decision of the Debenture Holder(s), sign the inter creditor agreement and consider the resolution plan, if any, on behalf of the Debenture Holder(s)/ Beneficial Owners in accordance with the requirements under the extant RBI guidelines, SEBI circulars, guidelines and other applicable Laws;

(g) The Debenture Trustee shall inform the Designated Stock Exchange seeking release of the Recovery Expense Fund. The Debenture Trustee shall follow the procedure set out in Chapter IV of the Master Circular for Debenture Trustees and the SEBI circular 'Modifications to Chapter IV of the Master Circular for Debenture Trustees dated August 13, 2025', as amended from time to time for utilization of the Recovery Expense Fund and be obligated to keep proper account of all expenses, costs, incurred out of the Recovery Expense Fund;

(h) take all such other action expressly permitted under this Key Information Document or in the other Transaction Documents or permitted under the Law;

(i) exercise such other rights as the Debenture Trustee may deem fit under applicable Law to protect the interest of the Debenture Holders;

(j) enter into performance of any obligations under any inter-creditor agreement (pursuant to the RBI's circular no. DOR.STR.REC.276/21.04.048/2025-26 dated November 28, 2025 on "Reserve Bank of India (Non-Banking Financial Companies – Resolution of Stressed Assets) Directions, 2025", as amended, modified or restated from time to time) or any resolution plan shall be subject to the terms of Chapter X of the Master Circular for Debenture Trustees (including without limitation, the resolution plan being finalised within the time period prescribed in the Master Circular for Debenture Trustees; and

(k) take all such other action as is expressly permitted under the Transaction Documents or permitted under applicable Law (including initiating any insolvency proceedings under the Insolvency and Bankruptcy Code, 2016).

ii. **Dividend**

As long as Event of Default subsists or if the Debenture Trustee has exercised any of the remedies under Section 10.7, then until the rectification of the Event of Default or until the redemption of the Debentures in full to the satisfaction of the Debenture Trustee, the Company shall not, without the prior written consent of the Majority Debenture Holders, declare or pay any dividend or make any distribution of its share capital or purchase or redeem or otherwise acquire any part of its own share capital or in any other way transfer funds from the Company to the shareholders.

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

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 happened, the Company shall, forthwith give notice thereof to the Debenture Holders and the Debenture Trustee in writing specifying the nature of such Event of Default, or of such event. Provided that if the Company fails to provide such notice, then the same shall also be considered as an Event of Default and the Debenture Trustee would be entitled to enforce its rights and obligations of Company as per terms of this Key Information Document/ Debenture Trust Deed even in absence of such notice.

iv. **Right to Disclose/Publish the Names of the Company and its Directors as Defaulters**

In the event of the Company committing default in the repayment of any installment in relation to the Debentures or the payment of interest on the applicable Due Dates, the Debenture Holders/ Debenture Trustee shall have an unqualified right to disclose the name of the Company and its directors to RBI/ or any other statutory/ regulatory authority. The Trustee and/ or RBI and/ or any other Governmental Authority shall have the right to publish the name of the Company and its directors as defaulters in such manner and through such medium as they in their absolute discretion may think fit.

10.8 PROVISIONS FOR MEETING OF DEBENTURE HOLDERS

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

(a) The Debenture Trustee or the Company may, at any time, and the Debenture Trustee shall (a) at the happening of an event, which constitutes, (i) a material breach of this Key Information Document/ Debenture Trust Deed including breach of covenants, (ii) an Event of Default, or (iii) in its opinion affects the interest of the Debenture Holders, or (b) at the request in writing of the Debenture Holders representing not less than one-tenth in value of the Outstanding Principal Amounts of the Debentures, convene a meeting of the Debenture-holders. Any such meeting shall be held at such place (including virtual/online meeting) in the city where the registered office of the Company is situated or at such other place as the Debenture Trustee shall determine.

(b) **Meeting of Debenture Holders**

(i) A meeting of the Debenture Holders may be called by giving not less than twenty-one days' notice in writing.

(ii) A meeting of the Debenture Holders may be called after giving shorter notice than that specified in sub-paragraph (a) above, if consent is accorded thereto by Majority Debenture Holders.

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

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

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

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

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

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

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

(g) **Quorum**

(i) The quorum of the meeting of the Debenture Holders shall as prescribed under Section 103 of the Companies Act, 2013.
(ii) The Debenture Holders, personally/virtually present shall be the quorum for the meeting of the Debenture Holders and the provisions of following sub-paragraph (ii) shall apply with respect thereto.
(iii) If, within half an hour from the time appointed for holding a meeting of the Debenture Holders, a quorum is not present, the meeting, if called upon the requisition of the Debenture Holders shall stand dissolved but in any other case the meeting shall stand adjourned to the same day in the next week, at the same time and place, or to such other day and at such other time and place as the Debenture Trustee may determine and if at the adjourned meeting also a quorum is not present within half an hour from the time appointed for holding the meeting, the Debenture Holders present shall be the quorum.

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

(i) The nominee of the Debenture Trustee shall be the chairman of the meeting and in his absence the Debenture Holders personally present at the meeting shall elect one of themselves to be the chairman thereof on a show of hands.
(ii) If a poll is demanded on the election of the chairman, it shall be taken forthwith in accordance with the provisions of the Act, the chairman elected on a show of hands exercising (for the time being) all the powers of the chairman under these provisions.
(iii) If some other person is elected chairman as a result of the poll, he shall be chairman for the rest of the meeting.

(i) The Debenture Trustee and the directors of the Company and their respective solicitors may attend any meeting but shall not be entitled as such to vote thereat.

(j) At any meeting, a resolution put to the vote of the meeting shall be decided on a show of hands unless a poll is demanded in the manner hereinafter mentioned, and unless a poll is so demanded, a declaration by the chairman that on a show of hands the resolution has or has not been carried either unanimously or by a particular majority and an entry to that effect in the books containing the minutes of the proceedings of the meeting, shall be conclusive evidence of the fact, without proof of the number or proportion of the votes cast in favour of or against such resolution.

(k) Before or on the declaration of the result on voting on any resolution on a show of hands, a poll may be ordered to be taken by the chairman of the meeting of his own motion, and shall be ordered to be taken by him on a demand made in that behalf by Debenture Holders representing not less than one-tenth in value of the Outstanding Principal Amounts of the Debentures, present in person or by proxy.

(l) **Poll**

(i) A poll demanded on a question of adjournment shall be taken forthwith.
(ii) A poll demanded on any other question (not being a question relating to the election of a chairman) shall be taken at such time not being later than forty-eight hours from the time when the demand was made, as the chairman may direct.

(m) At every such meeting each Debenture Holder shall, on a show of hands be entitled to 1 (one) vote only, but a poll be entitled to one vote in respect of every Debenture of which he is a holder in respect of which he is entitled to vote.

(n) **Voting; proxies; etc.**

(i) Any Debenture Holder entitled to attend and vote at the meeting shall be entitled to appoint another person (whether a Debenture Holder or not) as his proxy to attend and vote instead of himself.

(ii) In every notice calling the meeting there shall appear with reasonable prominence a statement that a Debenture Holder entitled to attend and vote is entitled to appoint one or more proxies, to attend and vote instead of himself, and that a proxy need not be a Debenture Holder.

(iii) The instrument appointing a proxy and the power of attorney (if any) under which it is signed or a notary certified copy of the power of attorney shall be deposited at the registered office of the Company not less than forty- eight hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote or in case of a poll, not less than twenty-four hours before the time appointed for the taking of the poll and in default, the instrument of proxy shall not be treated as valid.

(iv) The instrument appointing a proxy shall:
(A) be in writing; and
(B) be signed by the appointer or his attorney duly authorised in writing, or if the appointer is a body corporate, be under its seal or be signed by an officer or an attorney duly authorised by it.

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

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

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

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

(s) **Scrutiny of Poll**

(i) When a poll is to be taken, the Chairman of the meeting shall appoint two scrutineers to scrutinise the votes given on the poll and to report thereon to him.
(ii) The Chairman shall have power, at any time before the result of the poll is declared, to remove a scrutineer from office and to fill vacancies in the office of scrutineer arising from such removal or from any other cause.
(iii) Of the two scrutineers appointed under this paragraph, one shall always be a Debenture Holder (not being an officer or employee of the Company) present at the meeting, provided such a Debenture Holder is available and willing to be appointed.

(t) **Result of Poll**

(i) Subject to the provisions of the Act, the Chairman of the meeting shall have power to regulate the manner in which a poll shall be taken.
(ii) The result of the poll shall be deemed to be the decision of the meeting on the resolution on which the poll was taken.

(u) **Joint Holders**

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

(v) **Adjournment**

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

(w) **Chairman's vote**

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

(x) **Demand of a poll**

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

(y) **Transacting of Business**

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

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

A meeting of the Debenture Holders shall, inter alia, have the following powers exercisable in the manner hereinafter specified in paragraphs (aa) to (dd) of **Section 10.8** (*Provisions for meeting of Debenture Holders*):

(i) Power to sanction re-conveyance and release, substitution or exchange of all or any part of the Hypothecated Assets from all or any part of the principal moneys and interest owing upon the Debentures.
(ii) Power to sanction any compromise or arrangement proposed to be made between the Company and the Debenture Holders.
(iii) Power to sanction any modification, alteration or abrogation of any of the rights of the Debenture Holders against the Company or the Hypothecated Assets whether such right shall arise under this Key Information Document/ Debenture Trust Deed or Debentures or otherwise.
(iv) Power to assent to any scheme for reconstruction or amalgamation of or by the Company whether by sale or transfer of Hypothecated Assets under any power in the Company's Constitutional Documents or otherwise under the Act or provisions of any Law.
(v) Power to assent to any modification of the provisions contained in this Key Information Document/ Debenture Trust Deed and to authorise the Debenture Trustee to concur in and execute any supplemental deed embodying any such modification.
(vi) Power to remove the existing Debenture Trustee and to appoint new trustee.
(vii) Power to give any direction, sanction, request or approval which under any provision of this Key Information Document/ Debenture Trust Deed is required to be given by a Majority Resolution or Special Resolution or a unanimous resolution.

(aa) **Resolution of Debenture Holders**

(i) The powers set out in this Section 6 shall be exercisable by a Majority Resolution or a Special Resolution or a unanimous resolution passed at a meeting of the Debenture Holders duly convened and held in accordance with provisions herein contained.

(ii) A resolution, passed at a general meeting of the Debenture Holders duly convened and held in accordance with these presents shall be binding upon all the Debenture Holders, whether present or not at such meeting.

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

(iv) The passing of any such resolutions shall be conclusive evidence that the circumstances justify the passing thereof, the intention being that it shall rest with the meeting to determine without appeal whether or not the circumstances justify the passing of such resolution.

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

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

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

(i) For any written consent of the Debenture Holders, the Debenture Trustee (or as applicable, the Company or a Debenture Holder) shall provide a notice in writing to the last available address of each Debenture Holder at least 7 (seven) Business Days prior to the date on which any decision is required to be made or consent is required to be provided.

(ii) The record date of such notice shall be the date falling 3 (three) Business Days prior to the date of dispatch of such notice.

(iii) If the notice specifies any notice period, then any consents received after such notice period will not be accepted.

(iv) Notwithstanding (a) to (c) above, the Debenture Holders can ratify any shorter notice depending on the reasons given/prevailing circumstances on a case to case basis.

(v) The Debenture Holders can submit their consent only in written form to the Debenture Trustee.

(dd) **Minutes**

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

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

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

In the event of inconsistencies and / or conflicts between the Key Information Document and the Debenture Trust Deed, the provisions of the Debenture Trust Deed shall prevail at all times to the extent of such inconsistencies and / or conflicts.

SECTION 11 DECLARATION

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

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

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

a. The Issuer undertakes that this Key Information Document contain full disclosures in accordance with SEBI NCS Listing Regulations, as amended, and Securities and Exchange Board of India (Listing Obligation and Disclosure Requirements) Regulations, 2015, as amended and Companies (Prospectus and Allotment of Securities) Rules, 2014, Securities Contracts (Regulation) Act, 1956 and the Securities and Exchange Board of India Act, 1992.

b. the compliance with the Act and the rules does not imply that payment of dividend or interest or repayment of non-convertible securities, is guaranteed by the Central Government;

c. the monies received under the offer shall be used only for the purposes and objects indicated in the Offer document;

d. the contents of the document have been perused by the Board of Directors in their meeting held on February 09, 2026 and August 10, 2026, and Finance Committee in their meeting held on August 18, 2026, and the final and ultimate responsibility of the contents mentioned herein shall also lie with the Board of Directors; and

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

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

We, Mr. Vivek Veda and Pallavi Lingaraju, are authorized by the Finance Committee vide Resolution No. 7 dated August 18, 2026 to sign this Key Information Document and declare that all the requirements of the Companies Act, 2013 and the rules made there under in respect of the subject matter of this Key Information Document and matters incidental thereto have been complied with. Whatever is stated in this Key Information Document and in the attachments thereto is true, correct and complete and no information material to the subject matter of this Key Information Document has been suppressed or concealed and is as per the original records maintained by the promoters subscribing to the Memorandum and Articles of Association.

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

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

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

For Krazybee Services Limited

Name: Vivek Veda
Title: Chief Financial Officer and Director

Name: Pallavi Lingaraju
Company Secretary & Compliance Officer

Date: August 20, 2026
Place: Bengaluru

ANNEXURE I: LAST AUDITED FINANCIAL STATEMENTS

Attached separately

ANNEXURE II: CREDIT RATING LETTER, RATING RATIONAL AND PRESS RELEASE FROM RATING AGENCY

Attached separately

ANNEXURE III: CONSENT LETTER FROM THE DEBENTURE TRUSTEE

SBI Trustee

Ref. No. 3887/STCL/DT/2026-27/CL- 9048 **Date: August 20, 2026**

To,
KRAZYBEE SERVICES LIMITED
(Formerly Known as Krazybee Services Private Limited)
3rd Floor No 128/9, Maruthi Sapphire HAL,
Old Airport Road, Murugeshpalya,
Bengaluru, Karnataka – 560 017

Dear Sir,

Sub: CONSENT TO ACT AS DEBENTURE TRUSTEE FOR THE ISSUANCE OF UP TO UP TO 15,000 (FIFTEEN THOUSAND) SENIOR, SECURED, LISTED, RATED, TAXABLE, TRANSFERABLE, REDEEMABLE, NON-CONVERTIBLE DEBENTURES OF THE FACE VALUE OF INR 1,00,000/- (INDIAN RUPEES ONE LAKH ONLY) EACH AGGREGATING TO INR 150,00,00,000/- (INDIAN RUPEES ONE HUNDRED AND FIFTY CRORE ONLY) ("DEBENTURES"/"NCDS") COMPRISING OF: (A) A BASE ISSUE OF UP TO 10,000 (TEN THOUSAND) SENIOR, SECURED, LISTED, RATED, TAXABLE, TRANSFERABLE, REDEEMABLE, NON-CONVERTIBLE DEBENTURES OF THE FACE VALUE OF INR 1,00,000/- (INDIAN RUPEES ONE LAKH ONLY) EACH AGGREGATING TO INR 100,00,00,000/- (INDIAN RUPEES ONE HUNDRED CRORE ONLY); AND (B) A GREEN SHOE OPTION OF UP TO 5,000 (FIVE THOUSAND) SENIOR, SECURED, LISTED, RATED, TAXABLE, TRANSFERABLE, REDEEMABLE, NON-CONVERTIBLE DEBENTURES OF THE FACE VALUE OF INR 1,00,000/- (INDIAN RUPEES ONE LAKH ONLY) EACH AGGREGATING TO INR 50,00,00,000/- (INDIAN RUPEES FIFTY CRORE ONLY) ("GREEN SHOE OPTION"), BY WAY OF A PRIVATE PLACEMENT (THE "ISSUE"), BY KRAZYBEE SERVICES LIMITED (THE "COMPANY" OR "ISSUER")

We refer to your email dated August 18, 2026 appointing SBICAP Trustee Company Limited as Debenture Trustee for said issuance of Debentures. **In this connection, we hereby give our consent to act as Debenture Trustee for the said issuance and confirm our acceptance to the assignment.**

We are aggregable for inclusion of our name as Trustee in the Private Placement Memorandum / Information Memorandum/GID & KID to be issued by the Company on private placement basis to the certain identified person in terms of the Companies Act, 2013, as required subject to following conditions:

1. The Issuer has entered into a written Debenture Trustee Agreement (DTA) dated August 19, 2026, for the said issue before the opening of the issue /subscription list for issue debentures. The Debenture Trust Deed shall be executed by the Issuer within a period of 3 days from the date of closure of issue. Further, the Issuer shall also list the debentures on the Stock Exchange within a period of 3 working days from the date of closure of debenture issue.

2. The Company should create and perfect security as per the Private Placement Memorandum / Information Memorandum/ GID & KID.

SBICAP Trustee Company Ltd.
Registered & Corporate Office : 4th Floor, Mistry Bhavan, 122, Dinshaw Vachha Road, Churchgate, Mumbai, Pin - 400 020.
+91 22 4302 5566 / +91 22 4302 5555 corporate@sbicaptrustee.com CIN : U65991MH2005PLC158386
UDYAM REGISTRATION NUMBER (SMALL ENTERPRISE Under MSME Act, 2006) - UDYAM-MH-19-0111411
www.sbicaptrustee.com
A Group Company of SBI

SBI Trustee

3. The Company agrees and undertakes that it shall comply with the provisions of the SEBI regulations /Companies Act, 2013 read with the rules and regulations framed thereunder and the applicable provisions of the rules and regulations framed under the Reserve Bank of India Act, till the final redemption of the NCD being issued by the Company.

4. The Company agrees and undertakes to pay to the debenture trustee so long as they hold the office of debenture trustee, remuneration as stated in the fee letter bearing reference no. 0228/2026-2027/CL – 9048 dated August 18, 2026.

5. Any payment in respect of debentures required to be made by the debenture trustee to debenture holder (who is FII Entity) at the time / post enforcement would, if required by applicable law, be subject to the prior approval of RBI for such remittance through an Authorized Dealer only. The Company / Investor / Debenture Holders shall obtain all such approvals from RBI, if required, to ensure prompt and timely payments to the said debenture holders. Such remittance shall not exceed the total investment (and interest provided herein) made by the debenture holder (who is FPI).

6. The Company confirms that all necessary disclosures shall be made in the Private Placement Memorandum / Information Memorandum/ GID & KID including but not limited to statutory and other regulatory disclosures.

7. The Debenture Trustee & Company confirms to comply with regulation 13A of SEBI (DT) Regulations, 1993 and all amendments thereto and other applicable provisions and shall be effective on and from the date first hereinabove written and shall be in force till the monies in respect of the Debentures have been fully paid-off and the requisite formalities for redemption in all respects, have been complied with.

8. The Debenture Trustee undertakes and confirms that it has not lent or is proposing to lend money to the Issuer / Company.

9. Investor should carefully read and note the contents of the Private Placement Memorandum / Information Memorandum. Each prospective investor should make its own independent assessment of the merits of the investment in NCDs and the Issuer Company. Prospective Investor should consult their own financial, legal, tax and other professional advisors as to the risks and investment considerations arising from an investment in the NCDs and should possess the appropriate resources to analyze such investment and suitability of such investment to such investor's particular circumstance. Prospective investors are required to make their own independent evaluation and judgment before making the investment and are believed to be experienced in investing in debt market and are able to bear the economic risk of investing in such instruments.

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

SBI Trustee

10. The Trustee, "ipso facto" do not have the obligations of a borrower or a Principal Debtor or a Guarantor as to the monies paid / invested by the investors for the debentures being issued by the Issuer Company.

Looking forward to a fruitful association with you and assuring you of our best professional services at all times.

With warm regards,

Yours faithfully,
For SBICAP Trustee Company Limited

Authorized Signatory

SBICAP TRUSTEE COMPANY LIMITED

ANNEXURE IV: BOARD RESOLUTION

KBNBFC
KrazyBee Services Limited

CERTIFIED TRUE COPY OF THE RESOLUTION DULY PASSED AT THE MEETING OF BOARD OF DIRECTORS OF KRAZYBEE SERVICES LIMITED (FORMERLY KNOWN AS "KRAZYBEE SERVICES PRIVATE LIMITED") HELD ON MONDAY, 09TH FEBRUARY 2026 AT #147, GROUND FLOOR, ANJANEYA TECHNO PARK, OLD HAL AIRPORT ROAD, KODIHALLI, BENGALURU - 560008

Approval for the overall borrowing limits of the Company under Section 180(1)(c) of the Companies Act, 2013

"**RESOLVED THAT** in supersession to the resolution passed by the Board of Directors on June 25, 2025, pursuant to the provisions of 180(1)(c) and other applicable provisions, if any, of the Companies Act, 2013 and the rules made thereunder, including any statutory modifications or re-enactments thereof for the time being in force (the "Act"), the Foreign Exchange Management Act, 1999, as amended, rules, regulations, guidelines, notifications, clarifications and circulars, if any, prescribed by the Government of India, all applicable regulations, directions, guidelines, circulars and notifications of the Reserve Bank of India ("RBI"), the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations 2015, as amended and the Securities and Exchange Board of India (Issue and Listing of Non-Convertible Securities) Regulations, 2021, or Reserve Bank of India (Non-Banking Financial Companies – Miscellaneous) Directions, 2025, and in accordance with the Memorandum of Association and the Articles of Association of the Company and the listing agreements entered into with the stock exchange (the "Stock Exchange") where the securities of the Company may be listed, and subject to the approval of the Shareholders of the Company, consent of the Board of Directors be and is hereby accorded, to borrow from time to time, including through issuance of secured or unsecured, convertible and/or nonconvertible debentures (including any sub-debts), bonds (including Foreign Currency Convertible Bonds or FCCBs), commercial papers, refinancing from banks, term loans, working capital demand loans, cash credit, secured or unsecured intercorporate deposits/loans, or any other form of debt or money market instruments, as may be deemed appropriate, from banks/NHB/financial institutions/ lending institutions, or other persons, on such terms and conditions as the Board may determine, with a view to augment the business of the Company, up to an amount not exceeding ***INR 100,00,00,00,000/- (Indian Rupees Ten Thousand Crores Only)***, notwithstanding that the money to be borrowed together with the monies already borrowed by the Company (apart from temporary loans obtained from the Company's bankers in the ordinary course of business), may exceed, at any time, the aggregate of the paid-up capital of the Company and its free reserves, that is to say, reserves not set apart for any specific purpose and securities premium;

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

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

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

// Certified True Copy //

For **KRAZYBEE SERVICES LIMITED**
(formerly known as "Krazybee Services Private Limited")

KRAZYBEE SERVICES LIMITED Bengaluru

Pallavi Lingaraju
Company Secretary
M No. 56733

KrazyBee Services Limited (Formerly known as KrazyBee Services Pvt. Ltd.) CIN No. U65100KA2016PLC086990
Regd. Office - 3rd Floor, No. 128/9, Maruthi Sapphire, HAL Airport Road, Murugesh Palya, Bangalore - 560017
www.kbnbfc.in 080-44292555 reachus@kbnbfc.in

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

FINANCE COMMITTEE RESOLUTION

KBNBFC
KrazyBee Services Limited

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED AT THE FINANCE COMMITTEE MEETING OF KRAZYBEE SERVICES LIMITED (FORMERLY KNOWN AS "KRAZYBEE SERVICES PRIVATE LIMITED") HELD ON TUESDAY, AUGUST 18, 2026, AT 1ST FLOOR, NO. 128/9, MARUTHI SAPPHIRE, HAL AIRPORT ROAD, MURGESH PALYA, BANGALORE – 560017, WHERE THE REQUIRED QUORUM WAS PRESENT.

TO OFFER RATED, SENIOR, SECURED, LISTED, TRANSFERABLE, NON-CONVERTIBLE DEBENTURES ON PRIVATE PLACEMENT FOR AN AGGREGATE AMOUNT OF RS. 150,00,00,000/- (RUPEES ONE HUNDRED FIFTY CRORES ONLY) INCLUDING A GREEN SHOE OPTION

"**RESOLVED THAT** pursuant to the approval of the Board of Directors vide its resolution dated February 09, 2026 and Shareholders resolution dated March 27, 2026 and Board resolution dated August 10, 2026 and pursuant to provisions of the Memorandum of Association and Articles of Association of the Company, Section 42, 71, 179(3)(c), 180(1)(c) and other applicable provisions of the Companies Act, 2013 (the "Act") read together with the Companies (Prospectus and Allotment of Securities) Rules, 2014, the Companies (Share Capital and Debentures) Rules, 2014, all applicable regulations, directions, guidelines, circulars and notifications of the Reserve Bank of India ("RBI"), the Securities and Exchange Board of India ("SEBI"), including the Securities Contracts (Regulation) Act, 1956, the Securities and Exchange Board of India Act, 1992, the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations 2015, the Securities and Exchange Board of India (Issue and Listing of Non-Convertible Securities) Regulations, 2021 ("NCS Regulations"), and the SEBI Master Circular bearing the reference number SEBI/HO/DDHS/DDHS-PoD/P/CIR/2025/0000000137 dated October 15, 2025, titled "Master Circular for issue and listing of Non-convertible Securities, Securitised Debt Instruments, Security Receipts, Municipal Debt Securities and Commercial Paper", or any other regulatory authority, each as amended, modified and/or supplemented from time to time, listing agreement entered into by the Company with BSE Limited ("BSE") and in accordance with any other rules, regulations, guidelines, notifications, circulars and clarifications issued thereon from time to time by competent authorities ("Applicable Law"), the approval of the Committee be and is hereby accorded to:

a.) offer and issue up to 15,000 (Fifteen Thousand) Secured, Listed, Rated, Redeemable, Non-Convertible Debentures (NCDs) denominated in Indian Rupees, each having a face value of Rs. 1,00,000/- (Indian Rupees One Lakh only) aggregating up to Rs. 150,00,00,000/- (Rupees One Hundred and Fifty Crores only) including a green shoe option issued at par/ premium/ discount (the "Debentures"), subject to foreign currency fluctuation, issued on a fully paid basis and on a private placement basis. The details of the issuance are as mentioned hereunder:

COUPON	TENOR	AMOUNT
9.90%	24 Months	Up to Rs. 150,00,00,000/- (including greenshoe option of Rs. 50 Crores)

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

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

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

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

b) executing the term sheet in relation to the Debentures;

KrazyBee Services Limited (Formerly known as KrazyBee Services Pvt. Ltd.) CIN No. U65100KA2016PLC086990
Regd. Office – 3rd Floor, No. 128/9, Maruthi Sapphire, HAL Airport Road, Murugesh Palya, Bangalore – 560017
www.kbnbfc.in 080-44292555 reachus@kbnbfc.in

c) negotiating, approving and deciding the terms of the issue of Debentures and all other related matters;

d) seeking the listing of any of the Debentures on the BSE, submitting the listing application and taking all actions that may be necessary in connection with obtaining such listing;

e) approving the General Information document, Key Information document and the private placement offer cum application letter (including amending, varying or modifying the same, as may be considered desirable or expedient) (collectively, the "Disclosure Documents"), in accordance with all Applicable Laws;

f) finalising the terms and conditions of the appointment of an arranger, the Debenture Trustee, a registrar and transfer agent, a credit rating agency, valuation agency, a depository and such other intermediaries as may be required including their successors and their agents;

g) obtaining such credit rating(s) and within such timeline(s) as may be required by the Debenture Holders;

h) finalising the terms of the issue and offer of the Debentures;

i) entering into arrangements with the depository(ies) in connection with issue of Debentures in dematerialised form;

j) creating and perfecting the Transaction Security as required in accordance with the terms of the Transaction Documents (as defined below) in relation to the issue and offer of the Debentures;

k) finalizing the deemed date of allotment of the Debentures;

l) to negotiate, execute, file and deliver any documents, instruments, deeds, amendments, papers, applications, notices, forms or letters as may be required in connection with the issue and offer of the Debentures and deal with regulatory authorities in connection with the issue and offer of the Debentures including but not limited to the RBI, SEBI (if so required), the jurisdictional registrar of companies, the BSE, the Ministry of Corporate Affairs ("MCA"), or any depository, and such other authorities as may be required;

m) sign and/or dispatch all documents and notices to be signed and/or dispatched by the Company under or in connection with the Transaction Documents;

n) creation of recovery expense fund in accordance with SEBI Master Circular bearing reference number SEBI/HO/DDHS-PoD-1/P/CIR/2025/117 dated August 13, 2025, titled Master Circular for Debenture Trustees read with guidance note issued by the BSE in this regard;

o) to take all steps and do all things and give such directions as may be required, necessary, expedient or desirable for giving effect to the Transaction Documents, the transactions contemplated therein and the resolutions mentioned herein, including without limitation, to approve, negotiate, finalise, sign, execute, ratify, amend, supplement and/or issue the following, including any amendments, modifications, supplements, restatements or novation thereto (now or in the future):

   i. the Disclosure Documents for the issue and offer of the Debentures;

   ii. the term sheet in connection with the Debentures, agreements to be entered into with the Debenture Trustee, any undertakings, due diligence certificates, corporate actions, letters of allotment and such other documents;

   iii. the debenture trust deed, the debenture trustee agreement, the deed of hypothecation, monthly asset certificates, power of attorney, and any other documents required for the creation of security interest (together with the Disclosure documents, referred to as the "Transaction Documents");

   iv. any other documents required for the purposes of the issue and offer of the Debentures and the transactions contemplated thereby, including but not limited to letters of undertaking, declarations, agreements, reports; and

   v. any other documents designated as a Transaction Document by the Debenture Trustee and/or the Debenture Holders;

p) to do all such acts as may be necessary for the issue and offer of the Debentures in accordance with the terms set out in the Transaction Documents;

q) to pay all stamp duty required to be paid for the issue, offer and allotment of the Debentures in accordance with the laws of India and procure the stamped documents from the relevant governmental authorities; and

r) to generally do any other act or deed, to negotiate and execute any documents, applications, agreements, undertakings, forms, deeds, affidavits, declarations and certificates in relation to the issue and offer of the Debentures and the transactions contemplated thereby, and to give such directions as it deems fit or as may be necessary or desirable with regard to the issue and offer of the Debentures.

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

KBNBFC
KrazyBee Services Limited

s) The Transaction documents including the Discloser document have been perused by the Committee and the final and ultimate responsibility of the contents mentioned herein shall also lie with the Board of Directors

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

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

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

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

RESOLVED FURTHER THAT the final responsibility for the information provided in the Transaction Documents in relation to the Debentures lies with the Board of Directors.

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

//Certified to be true//

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

PALLAVI LINGARAJU
Digitally signed by PALLAVI LINGARAJU
Date: 2026.08.19 16:24:30 +05'30'

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

ANNEXURE V: SHAREHOLDERS RESOLUTION

KBNBFC
KrazyBee Services Limited

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED BY THE MEMBERS OF KRAZYBEE SERVICES LIMITED (FORMERLY KNOWN AS "KRAZYBEE SERVICES PRIVATE LIMITED") IN THE EXTRA-ORDINARY GENERAL MEETING ("EGM") HELD ON FRIDAY, MARCH 27, 2026 AT 1ST FLOOR, NO. 128/9, MARUTHI SAPPHIRE, HAL AIRPORT ROAD, MURGESH PALYA, BANGALORE – 560017, THROUGH VIDEO CONFERENCE/OTHER AUDIO-VISUAL MEANS FACILITY, WHERE REQUIRED QUORUM WAS PRESENT.

1. **TO APPROVE THE OVERALL BORROWING LIMITS OF THE COMPANY**

The below mentioned resolution was passed as a ***Special Resolution:***

"RESOLVED THAT in supersession of the resolution passed on June 27, 2025 and pursuant to the provisions of 180(1)(c) and other applicable provisions, if any, of the Companies Act, 2013 and the rules made thereunder, including any statutory modifications or re-enactments thereof for the time being in force (the "Act"), the Foreign Exchange Management Act, 1999, as amended, rules, regulations, guidelines, notifications, clarifications and circulars, if any, prescribed by the Government of India, all applicable regulations, directions, guidelines, circulars and notifications of the Reserve Bank of India ("RBI"), the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations 2015, as amended and the Securities and Exchange Board of India (Issue and Listing of Non-Convertible Securities) Regulations, 2021, or Reserve Bank of India (Non-Banking Financial Companies – Miscellaneous) Directions, 2025 dated November 28, 2025, and in accordance with the Memorandum of Association and the Articles of Association of the Company and the listing agreements entered into with the stock exchange (the "Stock Exchange") where the securities of the Company may be listed, the consent of the shareholders of the Company be and is hereby accorded, to borrow from time to time, including through issuance of Secured or Unsecured, Convertible and/or Non-Convertible Debentures (including any sub-debts), Bonds (including Foreign Currency Convertible Bonds or FCCBs), Commercial Papers, Refinancing from banks, Term Loans, Working Capital Demand Loans, Cash Credit, Secured or Unsecured Intercorporate Deposits/Loans, or any other form of Debt or Money market instruments, as may be deemed appropriate, from banks/NHB/financial institutions/ lending institutions, or other persons, on such terms and conditions as the Board may determine, with a view to augment the business of the Company, up to an amount not exceeding ***INR 100,00,00,00,000/- (Indian Rupees Ten Thousand Crores Only)***, notwithstanding that the money to be borrowed together with the monies already borrowed by the Company (apart from temporary loans obtained from the Company's bankers in the ordinary course of business), may exceed, at any time, the aggregate of the paid-up capital of the Company and its free reserves, that is to say, reserves not set apart for any specific purpose, and securities premium;

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

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

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

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

The below mentioned resolution was passed as a ***Special Resolution:***

"RESOLVED THAT in supersession to the resolution passed on June 27, 2025 and pursuant to the provisions of Section 180(1)(a) and other applicable provisions of the Companies Act, 2013 read with the rules made thereunder, and other applicable rules, regulations, directions, circulars, issued by the MCA, RBI or SEBI, as may be amended, from time to time, and Articles of Association of the Company, consent of the Shareholders of the

Company be and is hereby accorded for creation of hypothecation / charge / security in any form or manner, in addition to the existing charges, and hypothecation already created by the Company, on the properties of the Company whether tangible, intangible or otherwise, both present and future, and/or the whole or any part of the undertaking(s) of the Company wherever situated, present and future, whether presently belonging to the Company or not, including any enhancement therein, in favour of any person including, but not limited to, banks/NHB/financial institutions/ lending institutions, or other persons for the purpose of securing the borrowings made by the Company and outstanding at any point of time, including for securing the borrowings made through issuance of secured Non-Convertible Debentures (including any sub-debts), bonds (including Foreign Currency Convertible Bonds or FCCBs), refinancing from banks, availing of Term Loans, Working Capital Demand Loans, Cash Credit, Secured or Unsecured Intercorporate Deposits/Loans, or any other form of debt or money market instruments in respect of the said loans/borrowings/debentures, on such specific terms and conditions and covenants in respect of enforcement of securities as maybe stipulated in that behalf and agreed to between the Company and the Lender(s) / Agent(s) / Trustee(s) or any other person(s) for an amount not exceeding ***INR 120,00,00,00,000/- (Indian Rupees Twelve Thousand Crores Only)*** at any time.

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

// Certified True Copy //

For **Krazybee Services Limited**
(formerly known as "Krazybee Services Private Limited")

PALLAVI LINGARAJU
Digitally signed by PALLAVI LINGARAJU
Date: 2026.08.18 16:49:32 +05'30'

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

ANNEXURE VI: DUE DILIGENCE CERTIFICATE FROM DEBENTURE TRUSTEE

SBI Trustee

Ref. No: 3890/STCL/DT/2026-27/CL-9048 **Date: August 20, 2026**

To,
BSE Limited,
Listing Department,
Phiroze Jeejeebhoy Towers,
Dalal Street, Mumbai- 400 001

Dear Sir / Madam,

Sub: ISSUANCE OF UP TO 15,000 (FIFTEEN THOUSAND) SENIOR, SECURED, LISTED, RATED, TAXABLE, TRANSFERABLE, REDEEMABLE, NON-CONVERTIBLE DEBENTURES OF THE FACE VALUE OF INR 1,00,000/- (INDIAN RUPEES ONE LAKH ONLY) EACH AGGREGATING TO INR 150,00,00,000/- (INDIAN RUPEES ONE HUNDRED AND FIFTY CRORE ONLY) ("DEBENTURES"/"NCDS") COMPRISING OF: (A) A BASE ISSUE OF UP TO 10,000 (TEN THOUSAND) SENIOR, SECURED, LISTED, RATED, TAXABLE, TRANSFERABLE, REDEEMABLE, NON-CONVERTIBLE DEBENTURES OF THE FACE VALUE OF INR 1,00,000/- (INDIAN RUPEES ONE LAKH ONLY) EACH AGGREGATING TO INR 100,00,00,000/- (INDIAN RUPEES ONE HUNDRED CRORE ONLY); AND (B) A GREEN SHOE OPTION OF UP TO 5,000 (FIVE THOUSAND) SENIOR, SECURED, LISTED, RATED, TAXABLE, TRANSFERABLE, REDEEMABLE, NON-CONVERTIBLE DEBENTURES OF THE FACE VALUE OF INR 1,00,000/- (INDIAN RUPEES ONE LAKH ONLY) EACH AGGREGATING TO INR 50,00,00,000/- (INDIAN RUPEES FIFTY CRORE ONLY) ("GREEN SHOE OPTION"), BY WAY OF A PRIVATE PLACEMENT (THE "ISSUE"), BY KRAZYBEE SERVICES LIMITED (THE "COMPANY" OR "ISSUER")

We, SBICAP Trustee Company Limited ("STCL") the debenture trustee to the above- mentioned forthcoming issue state as follows:

1) We have examined documents pertaining to the said issue and other such relevant documents, reports and certifications.

2) On the basis of such examination and of the discussions with the Issuer, its directors and other officers, other agencies and on independent verification of the various relevant documents, reports and certifications, WE CONFIRM that:

   a) The Issuer has made adequate provisions for and/or has taken steps to provide for adequate security for the debt securities to be issued and listed.

   b) The Issuer has obtained the permissions / consents necessary for creating security on the said property(ies).

   c) The Issuer has made all the relevant disclosures about the security and also its continued obligations towards the holders of debt securities.

   d) Issuer has adequately disclosed all consents/ permissions required for creation of further charge on assets in offer document/ placement memorandum and all disclosures made in the offer document/ placement memorandum with respect to creation of security are in confirmation with the clauses of debenture trustee agreement.

SBICAP Trustee Company Ltd.

Registered & Corporate Office : 4th Floor, Mistry Bhavan, 122, Dinshaw Vachha Road, Churchgate, Mumbai, Pin - 400 020.
+91 22 4302 5566 / +91 22 4302 5555 **corporate@sbicaptrustee.com CIN : U65991MH2005PLC158386**
UDYAM REGISTRATION NUMBER (SMALL ENTERPRISE Under MSME Act, 2006) - UDYAM-MH-19-0111411
www.sbicaptrustee.com

A Group Company of SBI

SBI Trustee

e) Issuer has disclosed all covenants proposed to be included in debenture trust deed (including any side letter, accelerated payment clause etc.), offer document/ placement memorandum.

f) Issuer has given an undertaking that charge shall be created in favour of debenture trustee as per terms of issue before filing of listing application.

g) All disclosures made in the offer document with respect to the debt securities are true, fair and adequate to enable the investors to make a well-informed decision as to the investment in the proposed issue.

h) Issuer has given an undertaking that debenture trust deed shall be executed before filing of listing application.

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

For: SBICAP Trustee Company Ltd

Authorized Signatory
Place: Mumbai

ANNEXURE VII: IN PRINCIPLE APPROVAL RECEIVED FROM STOCK EXCHANGE

BSE
Social Stock Exchange

DCS/COMP/BB/IP-PPDI/159/25-26

October 24, 2025

KRAZYBEE SERVICES LIMITED
(*FORMERLY KNOWN AS "KRAZYBEE SERVICES PRIVATE LIMITED"*)
3rd Floor, No.128/9, Maruthi Sapphire,
HAL Airport Road, Murgesh Palya, Bangalore - 560017
Dear Sir/Madam,

Re: Private Placement for Issue of [Senior/ Subordinated/ Unsubordinated], [Unsecured/ Secured], Listed, Rated, Redeemable, [Principal Protected Market Linked] Non-Convertible Debentures and Commercial Papers Under GID Number: 3/2025-26 Dated October 22, 2025

We acknowledge receipt of your application on the online portal on October 22, 2025, seeking In-principle approval for issue of captioned security. In this regard, the Exchange is pleased to grant in-principle approval for listing of captioned security subject to fulfilling the following conditions at the time of seeking listing:

1. Filing of listing application.

2. Payment of fees as may be prescribed from time to time.

3. Compliance with SEBI (Issue and Listing of Non-Convertible Securities) Regulations, 2021 read with SEBI Circular No SEBI/HO/DDHS/P/CIR/2021/613 dated August 10, 2021 and circulars issued thereunder and also Compliance with provisions of Companies Act 2013.

4. Receipt of Statutory & other approvals & compliance of guidelines issued by the statutory authorities including SEBI, RBI, DCA etc. as may be applicable.

5. Compliance with change in the guidelines, regulations, directions, circulars of the Exchange, SEBI or any other statutory authorities, documentary requirements from time to time.

6. Compliance with below mentioned circular dated June 10, 2020 issued by BSE before opening of the issue to the investors.:
https://www.bseindia.com/markets/MarketInfo/DispNewNoticesCirculars.aspx?page=20200610-31

7. Issuers, for whom use of EBP is not mandatory, specific attention is drawn towards compliance with Chapter XV of SEBI Circular No SEBI/HO/DDHS/P/CIR/2021/613 dated August 10, 2021 and BSE Circular No 20210519-29 dated May 19, 2021. Accordingly, Issuers of privately placed debt securities in terms of SEBI (Issue and Listing of Non-Convertible Securities) Regulations, 2021 or ILDM Regulations for whom accessing the electronic book platform (EBP) is not mandatory shall upload details of the issue with any one of the EBPs within one working day of such issuance. The details can be uploaded using the following links Electronic Issuance - Bombay Stock Exchange Limited (bseindia.com).

Registered Office: BSE Limited, Floor 25, P J Towers, Dalal Street, Mumbai - 400 001, India. **T:** +91 22 2272 1234/33 | **E:** corp.comm@bseindia.com
www.bseindia.com | Corporate Identity Number : L67120MH2005PLC155188
BSE - PUBLIC

BSE
The Power of Vibrance

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

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

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

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

Yours faithfully,
For BSE Limited

Nitinkumar Pujari
Assistant Vice President

Akshay Arolkar
Manager

ANNEXURE VIII: CONSENT OF THE REGISTRAR AND TRANSFER AGENT

NSDL Database Management Limited

August 19, 2026

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

Dear Sir,

This has reference to your email dated August 19, 2026 regarding consent letter for debenture issue. We are happy to act as Registrar & Transfer Agent for 15000 (Fifteen Thousand) Listed, Rated, Secured, Redeemable Non-Convertible Debentures, having a face value of INR 1,00,000 aggregating to INR 150,00,00,000 (Indian Rupees One Hundred Fifty Crores Only).

We hereby give our consent to include our name in the Disclosure Document Listed, Rated, Secured, Redeemable Non-Convertible Debentures, having a face value of INR 1,00,000 aggregating to INR 150,00,00,000 (Indian Rupees One Hundred Fifty Crores Only).

Our SEBI registration is INR000004181.

Yours faithfully

For NSDL Database Management Ltd.

MAKSOOD ZAHIR KHAN
Digitally signed by MAKSOOD ZAHIR KHAN
Date: 2026.08.19 15:04:19 +05'30'

Maksood Khan
Asst. Vice President

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

ANNEXURE IX: APPLICATION FORM

Krazybee Services Limited (Formerly known as Krazybee Services Private Limited)
A public limited company incorporated under the Companies Act, 2013
Date of Incorporation: March 16, 2016
Registered Office: 3rd Floor, No.128/9, Maruthi Sapphire, HAL Airport Road, Murugeshpalya, Bengaluru - 560017
Telephone No.: 080-41275009
Website: www.kbnbfc.in

DEBENTURE SERIES APPLICATION FORM SERIAL NO.									

ISSUANCE OF UP TO 15,000 (FIFTEEN THOUSAND) SENIOR, SECURED, LISTED, RATED, TAXABLE, TRANSFERABLE, REDEEMABLE, NON-CONVERTIBLE DEBENTURES OF THE FACE VALUE OF INR 1,00,000/- (INDIAN RUPEES ONE LAKH ONLY) EACH AGGREGATING TO INR 150,00,00,000/- (INDIAN RUPEES ONE HUNDRED AND FIFTY CRORE ONLY) ("DEBENTURES"/"NCDS") COMPRISING OF: (A) A BASE ISSUE OF UP TO 10,000 (TEN THOUSAND) SENIOR, SECURED, LISTED, RATED, TAXABLE, TRANSFERABLE, REDEEMABLE, NON-CONVERTIBLE DEBENTURES OF THE FACE VALUE OF INR 1,00,000/- (INDIAN RUPEES ONE LAKH ONLY) EACH AGGREGATING TO INR 100,00,00,000/- (INDIAN RUPEES ONE HUNDRED CRORE ONLY); AND (B) A GREEN SHOE OPTION OF UP TO 5,000 (FIVE THOUSAND) SENIOR, SECURED, LISTED, RATED, TAXABLE, TRANSFERABLE, REDEEMABLE, NON-CONVERTIBLE DEBENTURES OF THE FACE VALUE OF INR 1,00,000/- (INDIAN RUPEES ONE LAKH ONLY) EACH AGGREGATING TO INR 50,00,00,000/- (INDIAN RUPEES FIFTY CRORE ONLY) ("GREEN SHOE OPTION"), BY WAY OF A PRIVATE PLACEMENT (THE "ISSUE"), BY KRAZYBEE SERVICES LIMITED (THE "COMPANY" OR "ISSUER") HAVING INTEREST RATE OF 9.90% (NINE POINT NINE ZERO PERCENT) PER ANNUM GROSS OF APPLICABLE TAX PAYABLE MONTHLY FROM THE DATE OF ISSUE.

DEBENTURE SERIES APPLIED FOR:

Number of Debentures: ____In words: __________-only
Amount INR________/-In words Indian Rupees :__________Only

DETAILS OF PAYMENT:

Cheque / Demand Draft / RTGS
No. _____________ Drawn on ____

Funds transferred to ____
Dated ____________

Total Amount Enclosed
(In Figures) INR_/- (In words) _Only

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

APPLICANT'S ADDRESS

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

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

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

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

We have read and understood the Terms and Conditions of the issue of Debentures including the Risk Factors described in Section 4 of the General Information Document dated October 22, 2025 bearing reference no. 3/2025-26, issued by the Issuer and have considered these in making our decision to apply. We bind ourselves to these Terms and Conditions and wish to apply for allotment of these Debentures. We request you to please place our name(s) on the Register of Debenture Holders.

Name of the Authorised Signatory(ies)	Designation	Signature

Applicant's Signature:

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

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

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

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

(Note: Cheque and Drafts are subject to realisation)

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

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

Applicant's
Signature

FOR OFFICE USE ONLY
DATE OF RECEIPT ______________________ DATE OF CLEARANCE _________________

(Note : Cheque and Drafts are subject to realisation)

---(TEAR HERE)--

ACKNOWLEDGMENT SLIP

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

Received from ____

Address____
____
Cheque/Draft/UTR # ______________ Drawn on _______________________________ for INR _____________ on account of application of _____________________ Debenture

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

INSTRUCTIONS

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

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

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

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

The Company undertakes that the application money deposited in the above-mentioned bank account shall not be utilized for any purpose other than
a) for adjustment against allotment of securities; or
b) for the repayment of monies where the company is unable to allot securities.

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

5. All applicants should mention their Permanent Account No. or their GIR No. allotted under Income Tax Act, 2025 and the Income Tax Circle/Ward/District. In case where neither the PAN nor the GIR No. has been allotted, the fact of non-allotment should be mentioned in the application form in the space provided. Income Tax as applicable will be deducted at source at the time of payment of interest including interest payable on application money.

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

ANNEXURE X: ILLUSTRATION OF BOND CASH FLOWS

Illustration of Cash Flow

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

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

A sample illustration is given below:

Name of the issuer	Krazybee Services Limited **(**Formerly known as Krazybee Services Private Limited**)**
Face Value (per security)	INR 1,00,000/- (Indian Rupee One Lakh Only) each
Issue Price	INR 1,00,000/- (Indian Rupees One Lakh Only) per Debenture.
Tranche Issue date/ Date of allotment	August 25, 2026
Date of redemption	August 25, 2028
Tenor and Coupon Rate	24 (twenty four) months from the Deemed date of Allotment with coupon rate of 10.5% (Ten point five percent) per annum payable Monthly.
Frequency of the interest/ dividend payment (with specified dates)	Please refer to **Appendix 1** below
Day Count Convention	Actual/Actual

Appendix 1

Sl. No.	Record Date	Payout date	Net Cash Flow	Principal	Interest	Principal O/s
1	25 August 2026	9 September 2026	407		407	1,00,000
2	24 September 2026	9 October 2026	814		814	1,00,000
3	25 October 2026	9 November 2026	841		841	1,00,000
4	24 November 2026	9 December 2026	814		814	1,00,000
5	25 December 2026	9 January 2027	841		841	1,00,000
6	25 January 2027	9 February 2027	841		841	1,00,000
7	22 February 2027	9 March 2027	759		759	1,00,000
8	25 March 2027	9 April 2027	839		839	1,00,000
9	24 April 2027	9 May 2027	811		811	1,00,000

10	25 May 2027	9 June 2027	839		839	1,00,000
11	24 June 2027	9 July 2027	811		811	1,00,000
12	25 July 2027	9 August 2027	839		839	1,00,000
13	25 August 2027	9 September 2027	839		839	1,00,000
14	24 September 2027	9 October 2027	811		811	1,00,000
15	25 October 2027	9 November 2027	839		839	1,00,000
16	24 November 2027	9 December 2027	811		811	1,00,000
17	25 December 2027	9 January 2028	839		839	1,00,000
18	25 January 2028	9 February 2028	839		839	1,00,000
19	23 February 2028	9 March 2028	784		784	1,00,000
20	25 March 2028	9 April 2028	841		841	1,00,000
21	24 April 2028	9 May 2028	814		814	1,00,000
22	25 May 2028	9 June 2028	34,174	33,333	841	66,667
23	24 June 2028	9 July 2028	33,875	33,333	542	33,334
24	25 July 2028	9 August 2028	280		280	33,334
25	10 August 2028	25 August 2028	33,479	33,334	145	-

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

ANNEXURE XI: PAS 4

(*Attached Separately*)

ANNEXURE XII: SPECIFIC DISCLOSURES REQUIRED FROM NBFC

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

Origination / Sourcing	The Issuer has well established origination channels and customer acquisition strategy. The Customer onboarding is primarily digital through Digital Lending Application, Lending Service Providers and DSAs. Major source of customer onboarding happens via Kreditbee, a Digitial Lending Application, owned and operated by Finnovation Tech Solutions Private Limited. Additionally, Company onboards customers offline via its sales offices spread across states.
Initial Assessment / Verification	There are various scores that are used to aid the decision-making process during the life cycle of the customer. The key scores help in the initial assessment of the customer are as described below: i. **Bureau score:** Score obtained from one of the 4 bureaus (Cibil, Crif, Experian, Equifax). Based on the tradelines and enquiry information a custom score has been created for Krazybee's loan product. ii. **Income Estimator Score**: This score provides an estimate on the effective income of the customer based on various data sources like the Bureau, declared Income. iii. **Device Score**: Based on the device information which includes location information and other device's system variables. iv. **Origination score card**: Customer score card based on first and second loan data of users across multiple variables using logistic regression. v. **Collection score card**: Experience based custom score card based on repayment data of user. vi. **OCR score**: An OCR score that captures how much of details entered by user is matching the data in the documents uploaded. vii. **Live photo score:** A score that indicates if the selfie taken is that of a live human being.
Credit Appraisal System	The key factors considered before taking a loan decision are: 1. **Eligibility check to be a customer:** The customer's identity is verified using social network, government ID, age, blacklist, address book network, GPS location network, to check for impersonation and user is accepted or rejected. 2. **Profile check to get a credit**: The customer's profile is verified using data based on government ID, social network, age, profession, address book network, bureau score and derived data from bureau data users' ability to pay and willingness to pay is validated and user can take a loan or is rejected. 3. **Bank add check to disburse loan**: The customer's name in bank account is validated when the user adds his/her bank account for loan disbursement and this further plays a role in validating users' identity. 4. **Eligibility check for higher loan:** The customers are evaluated on specific data from bureau, blacklist, age, income, address book network for ability to take larger credit lines. This is in addition to Eligibility check to be a customer. 5. **Profile check for higher loan**: The customers are evaluated based on bank statement data and monthly salary slip data in addition to Profile check to get a credit line for ability to take larger credit lines. 6. **Employment validation for higher loans**: The customer's employment information is also validated either through the bank statement data or Provident Fund by EPFO or tax paid information via the 26AS government form or via official email id. 7. **Payment check**: The customers data from repayment and further monitoring is used to understand the customers appetite for repayment of loan to extent further credit line or increase of credit line.

<table>
<tr><td>Disbursement</td><td>Once the customers’ profile is approved/sanctioned, basis the selection done by the customer, the funds are disbursed directly into the customers’ bank account.</td></tr>
<tr><td>Collections</td><td>Customers are informed and reminded of the due date for repayment through the Kreditbee App. The company has a robust in-house collection team of 1,700+ personnel handling tele calling, CRM, customer education, etc. Physical collection capabilities have also been set up by onboarding 200+ agencies PAN India. Salient features of the collection strategy include :
a) Collection scorecard is used for prioritization to improve agent efficiency
b) Automated reminder system is used to create urgency for lower DPDs while it is used to identify reachable customer for higher DPDs
c) Efficient vernacular collection through agent coverage in all languages
d) Collection policy is formulated as per RBI guidelines and customer grievances are handled on priority to ensure no major escalations
e) Performance based incentives, HR processes and Knowledge management are key attributes for continuous improvement</td></tr>
<tr><td>Delinquency Management</td><td>The Company has an experienced and efficient recovery team on the payroll who ensure timely action for recovery of over dues. Separate collection strategies are deployed for high risk and low risk customers. This segregation is done on the basis of proprietary collection scorecards.
<table>
<tr><th>Buckets</th><th>Repeat/Low risk customers</th></tr>
<tr><td rowspan="2">1-30 DPD</td><td>1. Explaining and educating the customers about Bureau score and implications of not paying on time</td></tr>
<tr><td>2. Reaching out through SMS</td></tr>
<tr><td>31-60 DPD</td><td>1. Sending soft legal notices</td></tr>
<tr><td>61-90 DPD</td><td>2. Hard Legal notices</td></tr>
<tr><td>91-120 DPD</td><td>3. Agency collections</td></tr>
<tr><td rowspan="2">120+DPD</td><td>4. Agency collections</td></tr>
<tr><td>5. Field recovery initiation</td></tr>
</table>
<table>
<tr><th>Buckets</th><th>New/High risk customers</th></tr>
<tr><td rowspan="3">1-7 DPD</td><td>I. Reminders</td></tr>
<tr><td>II. Daily calling</td></tr>
<tr><td>III. Education</td></tr>
<tr><td rowspan="2">8-15 DPD</td><td>IV. Explaining and educating about Bureau</td></tr>
<tr><td>V. Reaching out through SMS</td></tr>
<tr><td>16-30 DPD</td><td>a) Extending offers and waivers to encourage better repayment</td></tr>
<tr><td>31-60 DPD</td><td>a) Soft Legal Notices</td></tr>
</table>
</td></tr>
</table>

		b) Negotiations	
	61-90 DPD	c) Hard Legal notices	
		d) Field recovery initiation	

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

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

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

As of Mar-26

Product Name	AUM as per Financials (In Rs. Crore)	Ticket Size (In Rs.)	Tenure (Month)	RoI (%)
Unsecured	9,370	6,000 to 10 lakhs	6 to 60 months	12% to 36%
Secured	492	1 lakh to 1 Crore	12 to 240 months	12% to 27.5%
Total	**9,862**			

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

Concentration of Advances as of March-26	in INR lakhs
Total Advances to twenty largest borrowers	1,873.29
Percentage of advances to twenty largest borrowers to total advances	0.19%

Concentration of Exposures as of March-26	in INR lakhs
Total exposures to twenty largest borrowers/customers	1,901.05
Percentage of exposures to twenty largest borrowers/ customers to total exposure of the applicable NBFC on borrowers/ customers	0.19%

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

Classification	As on 31 Mar-26 (in crores)
Standard	**9,711**
NPA	**151**
Off Book	**-**
Total	**9,862**

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

1. A portfolio summary with regard to industries/ sectors to which borrowings have been granted by NBFCs;
Sectoral Loans given attached in table below

2. **NPA exposures of the issuer for the last three financial years (both gross and net exposures) and provisioning made for the same as per the last audited financial statements of the issuer;**

	FY24	FY25	FY 26
GNPA	2.29%	2.83%	1.53%
NNPA	0.66%	0.74%	0.14%

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

Captured in table below related to secured and unsecured loans

4. **Any change in promoters' holdings during the last financial year beyond the threshold, as prescribed by RBI from time to time:** Not Applicable.

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

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

Sl. No.	Type of loans	Rs Crore
1	Secured	492
2	Unsecured	9,370
	Total assets under management (AUM)*^	**9,862.**

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

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

Sl. No.	LTV (at the time of origination)	Percentage of AUM
1	Upto 50%	2.8%
2	40-65%	1.3%
3	65-75%	0.9%
	Total	5%

3. **Sectoral exposure:**

Sl. No.	Segment-wise break-up of AUM	Percentage of AUM
1.	**Retail**	
A	Mortgages (home loans and loans against property)	4.7%
B	Gold loans	Nil
C	Vehicle finance	0.3%
D	MFI	Nil
E	MSME	11.7%
F	Capital market funding (loans against shares, margin funding)	Nil
G	Others	83.3%
2	**Wholesale**	
A	Infrastructure	NIL
B	Real estate (including builder loans)	NIL
C	Promoter funding	NIL
D	Any other sector (as applicable)	NIL
E	Others	NIL
	Total	100%

4. Denomination of loans outstanding by ticket size*:

Sl. No.	Ticket size (at the time of origination)	Percentage of AUM
1	Upto Rs. 2 lakh	70%
2	Rs. 2 - 4 lakh	15%
3	>Rs. 4 Lakh	15%
	Total	**100.00**

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

5. Geographical classification of borrowers:

Top 5 states borrower wise

Sl. No.	Top 5 states	Percentage of AUM
1	Tamil Nadu	13%
2	Karnataka	12%
3	Maharashtra	11%
4	Telangana	10%
5	Andhra Pradesh	8%
	Total	54%

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

Movement of gross NPA:

Movement of gross NPA*	Rs. Crore
Opening gross NPA	168.95
Net Additions during the year	-17.95
Closing balance of gross NPA	**150.99**

*Please indicate the gross NPA recognition policy (Day's Past Due)
Gross NPA is recognized at 90DPD

7. Movement of provisions for NPA

Movement of provisions for NPA	Rs. Crore
Opening balance	125.64
Net Additions during the year	12.13
Closing balance	137.77

8. Segment-wise gross NPA:

Sl. No.	Segment-wise gross NPA	Gross NPA (%)
1	**Retail**	
A	Mortgages (home loans and loans against property)	0.72%
B	Gold loans	Nil
C	Vehicle finance	0.20%
D	MFI	Nil
E	MSME	2.13%
F	Capital market funding (loans against shares, margin funding)	Nil

Sl. No.	Segment-wise gross NPA	Gross NPA (%)
G	Others	1.49%
2	**Wholesale**	
A	Infrastructure	Nil
B	Real estate (including builder loans)	Nil
C	Promoter funding	Nil
D	Any other sector (as applicable)	Nil
E	Others	Nil
	Total	1.53%

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

Residual maturity profile of assets and liabilities:

March-26 *Amount in crores*

Category	Up to 30/31 days	>1 month – 2 months	>2 months – 3 months	>3 months – 6 months	>6 months – 1 year	>1 years – 3 years	>3 years – 5 years	>5 years	Total
Deposit	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Advances	849.48	993.24	953.81	2,705.30	2,459.01	1,294.46	259.43	347.65	9,862.37
Investments	0.00	39.67	0.00	39.43	0.00	0.00	0.00	0.00	79.10
Borrowings	284.13	184.52	721.11	1,614.06	2,666.41	1,558.24	67.25	1.26	7,096.97
FCA*	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
FCL*	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

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

10. **Disclosure of latest ALM statements to stock exchange:**

Please refer to ANNEXURE XIII (ALM Statements) of this Key Information Document.

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

Not applicable

ANNEXURE XIII: ALM STATEMENTS

Where the issuer is a Non-Banking Finance Company or Housing Finance Company the following disclosures on Asset Liability Management (ALM) shall be provided for the latest audited financials:

DNBS4BStructuralLiquidity - Statement of Structural Liquidity

All Monetary Items present in this return shall be reported in ₹ Lakhs Only

Table 2: Statement of Structural Liquidity

Particulars		0 day to 7 days	8 days to 14 days	15 days to 30/31 days (One month)	Over one month and upto 2 months	Over two months and upto 3 months	Over 3 months and upto 6 months	Over 6 months and upto 1 year	Over 1 year and upto 3 years	Over 3 years and upto 5 years	Over 5 years	Total
		X010	X020	X030	X040	X050	X060	X070	X080	X090	X100	X110
A. OUTFLOWS												
1.Capital (i+ii+iii+iv)	Y010	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,06,778.68	1,06,778.68
(i) Equity Capital	Y020	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	22,762.80	22,762.80
(ii) Perpetual / Non Redeemable Preference Shares	Y030	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(iii) Non-Perpetual / Redeemable Preference Shares	Y040	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	84,015.88	84,015.88
(iv) Others	Y050	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2.Reserves & Surplus (i+ii+iii+iv+v+vi+vii+viii+ix+x+xi+xii+xiii)	Y060	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,78,656.67	1,78,656.67
(i) Share Premium Account	Y070	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	57,241.86	57,241.86
(ii) General Reserves	Y080	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(iii) Statutory/Special Reserve (Section 45-IC reserve to be shown separately below item no.(vii))	Y090	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	21,241.64	21,241.64
(iv) Reserves under Sec 45-IC of RBI Act 1934	Y100	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(v) Capital Redemption Reserve	Y110	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.59	0.59
(vi) Debenture Redemption Reserve	Y120	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(vii) Other Capital Reserves	Y130	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(viii) Other Revenue Reserves	Y140	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(ix) Investment Fluctuation Reserves/ Investment Reserves	Y150	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(x) Revaluation Reserves (a+b)	Y160	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(a) Revl. Reserves - Property	Y170	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(b) Revl. Reserves - Financial Assets	Y180	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(xi) Share Application Money Pending Allotment	Y190	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(xii) Others (Please mention)	Y200	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	18,711.26	18,711.26
(xiii) Balance of profit and loss account	Y210	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	81,461.32	81,461.32
3.Gifts, Grants, Donations & Benefactions	Y220	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
4.Bonds & Notes (i+ii+iii)	Y230	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(i) Plain Vanilla Bonds (As per residual maturity of the instruments)	Y240	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(ii) Bonds with embedded call / put options including zero coupon / deep discount bonds (As per residual period for the earliest exercise date for the embedded option)	Y250	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(iii) Fixed Rate Notes	Y260	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
5.Deposits (i+ii)	Y270	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(i) Term Deposits from Public	Y280	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(ii) Others	Y290	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
6.Borrowings (i+ii+iii+iv+v+vi+vii+viii+ix+x+xi+xii+xiii+xiv)	Y300	6,125.58	2,864.58	17,306.22	18,376.41	71,174.31	1,60,641.74	2,66,541.86	1,55,823.65	6,725.37	125.79	7,05,705.51
(i) Bank Borrowings (a+b+c+d+e+f)	Y310	1,594.33	913.13	8,915.83	6,426.88	36,166.22	66,846.74	71,329.78	41,140.76	4,018.50	0.00	2,37,352.17
a) Bank Borrowings in the nature of Term Money Borrowings (As per residual maturity)	Y320	1,594.33	913.13	6,417.92	6,426.88	10,721.82	21,263.39	36,428.23	41,140.76	4,018.50	0.00	1,28,924.96
b) Bank Borrowings in the nature of WCDL	Y330	0.00	0.00	2,497.91	0.00	25,444.40	21,386.83	0.00	0.00	0.00	0.00	49,329.14
c) Bank Borrowings in the nature of Cash Credit (CC)	Y340	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
d) Bank Borrowings in the nature of Letter of Credit (LCs)	Y350	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
e) Bank Borrowings in the nature of ECBs	Y360	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
f) Other bank borrowings	Y370	0.00	0.00	0.00	0.00	0.00	24,196.52	34,901.55	0.00	0.00	0.00	59,098.07
(ii) Inter Corporate Deposits (Other than Related Parties) (These being institutional / wholesale deposits, shall be slotted as per their residual maturity)	Y380	0.00	999.95	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	999.95
(iii) Loans from Related Parties (including ICDs)	Y390	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(iv) Corporate Debts	Y400	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(v) Borrowings from Central Government / State Government	Y410	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(vi) Borrowings from RBI	Y420	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(vii) Borrowings from Public Sector Undertakings (PSUs)	Y430	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(viii) Borrowings from Others (Please specify)	Y440	4,531.25	951.50	4,062.41	10,825.93	16,387.12	35,374.30	59,765.03	23,116.05	2,706.87	125.79	1,57,846.25
(ix) Commercial Papers (CPs)	Y450	0.00	0.00	3,459.00	1,123.60	9,459.03	18,840.81	4,623.56	0.00	0.00	0.00	37,506.00
Of which; (a) To Mutual Funds	Y460	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(b) To Banks	Y470	0.00	0.00	3,459.00	0.00	0.00	2,965.84	0.00	0.00	0.00	0.00	6,424.84
(c) To NBFCs	Y480	0.00	0.00	0.00	0.00	5,020.19	2,371.84	4,623.56	0.00	0.00	0.00	12,015.59
(d) To Insurance Companies	Y490	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(e) To Pension Funds	Y500	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(f) To Others (Please specify)	Y510	0.00	0.00	0.00	1,123.60	4,438.84	13,503.13	0.00	0.00	0.00	0.00	19,065.57
(x) Non - Convertible Debentures (NCDs) (A+B)	Y520	0.00	0.00	868.98	0.00	9,161.94	30,579.89	1,30,823.49	91,566.84	0.00	0.00	2,72,001.14
A. Secured (a+b+c+d+e+f+g)	Y530	0.00	0.00	868.98	0.00	9,161.94	30,579.89	1,30,823.49	91,566.84	0.00	0.00	2,72,001.14
Of which; (a) Subscribed by Retail Investors	Y540	0.00	0.00	0.00	0.00	3,438.48	22,465.07	59,125.42	65,941.14	0.00	0.00	1,50,970.11
(b) Subscribed by Banks	Y550	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(c) Subscribed by NBFCs	Y560	0.00	0.00	0.00	0.00	481.13	3,194.71	14,548.00	8,323.66	0.00	0.00	26,547.50
(d) Subscribed by Mutual Funds	Y570	0.00	0.00	0.00	0.00	0.00	0.00	1,392.84	0.00	0.00	0.00	1,392.84
(e) Subscribed by Insurance Companies	Y580	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(f) Subscribed by Pension Funds	Y590	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(g) Others (Please specify)	Y600	0.00	0.00	868.98	0.00	5,242.33	13,920.11	55,757.23	17,302.04	0.00	0.00	93,090.69
B. Un-Secured (a+b+c+d+e+f+g)	Y610	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Of which; (a) Subscribed by Retail Investors	Y620	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(b) Subscribed by Banks	Y630	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(c) Subscribed by NBFCs	Y640	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(d) Subscribed by Mutual Funds	Y650	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(e) Subscribed by Insurance Companies	Y660	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(f) Subscribed by Pension Funds	Y670	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(g) Others (Please specify)	Y680	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(xi) Convertible Debentures (A+B) (Debentures with embedded call / put options As per residual period for the earliest exercise date for the embedded option)	Y690	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
A. Secured (a+b+c+d+e+f+g)	Y700	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Of which; (a) Subscribed by Retail Investors	Y710	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(b) Subscribed by Banks	Y720	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(c) Subscribed by NBFCs	Y730	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(d) Subscribed by Mutual Funds	Y740	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(e) Subscribed by Insurance Companies	Y750	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(f) Subscribed by Pension Funds	Y760	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(g) Others (Please specify)	Y770	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
B. Un-Secured (a+b+c+d+e+f+g)	Y780	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Of which; (a) Subscribed by Retail Investors	Y790	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(b) Subscribed by Banks	Y800	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(c) Subscribed by NBFCs	Y810	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(d) Subscribed by Mutual Funds	Y820	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(e) Subscribed by Insurance Companies	Y830	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(f) Subscribed by Pension Funds	Y840	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(g) Others (Please specify)	Y850	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(xii) Subordinate Debt	Y860	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(xiii) Perpetual Debt Instrument	Y870	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

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

(xiv) Security Finance Transactions(a+b+c+d)	Y880	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
a) Repo (As per residual maturity)	Y890	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
b) Reverse Repo (As per residual maturity)	Y900	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
c) CBLO (As per residual maturity)	Y910	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
d) Others (Please Specify)	Y920	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
7.Current Liabilities & Provisions (a+b+c+d+e+f+g+h)	Y930	7,884.26	3,054.86	11,914.21	14,620.86	9,189.67	18,995.02	9,211.04	5,452.27	15,041.41	2,837.18	98,205.50
a) Sundry creditors	Y940	5,674.55	0.00	5,746.42	7,489.09	8,745.11	0.00	0.00	116.95	0.00	0.00	22,755.07
b) Expenses payable (Other than Interest)	Y950	703.6	1,589.51	4,302.44	90.90	87.21	254.10	588.65	2,288.54	1,124.28	0.00	9,845.15
(c) Advance income received from borrowers pending	Y960	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,582.74	2,582.74
(d) Interest payable on deposits and borrowings	Y970	798.78	801.89	856.28	75.56	938.66	764.42	98.77	0.00	0.00	0.00	4,991.66
(e) Provisions for Standard Assets	Y980	1,441.42	1,503.44	1,026.08	4,011.54	8,690.82	14,814.99	7,014.85	3,045.82	141.50	254.44	45,845.85
(f) Provisions for Non Performing Assets (NPAs)	Y990	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	14,776.64	0.00	14,776.64
(g) Provisions for Investment Portfolio (NPI)	Y1000	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(h) Other Provisions (Please Specify)	Y1010	0.00	0.00	0.00	2,454.59	788.77	4,161.67	1,558.77	0.00	0.00	0.00	9,428.43
8.Statutory Dues	Y1020	1,214.87	0.00	2,857.54	0.00	0.00	0.00	0.00	0.00	0.00	0.00	4,571.41
9.Unclaimed Deposits (i+ii)	Y1030	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(i) Pending for less than 7 years	Y1040	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(ii) Pending for greater than 7 years	Y1050	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
10.Any Other Unclaimed Amount	Y1060	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
11.Debt Service Realisation Account	Y1070	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
12.Other Outflows	Y1080	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
13.Outflows On Account of Off Balance Sheet (OBS) Exposure (i+ii+iii+iv+v+vi)	Y1090	0.00	0.00	1,088.09	7,026.62	7,026.62	7,026.62	5,944.54	0.00	0.00	0.00	28,106.48
(i)Loan commitments pending disbursal	Y1100	0.00	0.00	1,088.09	1,088.09	1,088.09	1,088.09	0.00	0.00	0.00	0.00	4,352.36
(ii)Lines of credit committed to other institution	Y1110	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(iii)Total Letter of Credits	Y1120	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(iv)Total Guarantees	Y1130	0.00	0.00	0.00	5,944.54	5,944.54	5,944.54	5,944.54	0.00	0.00	0.00	23,774.12
(v) Bills discounted/rediscounted	Y1140	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(vi)Total Derivative Exposures (a+b+c+d+e+f+g+h)	Y1150	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(a) Forward Forex Contracts	Y1160	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(b) Futures Contracts	Y1170	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(c) Options Contracts	Y1180	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(d) Forward Rate Agreements	Y1190	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(e) Swaps - Currency	Y1200	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(f) Swaps - Interest Rate	Y1210	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(g) Credit Default Swaps	Y1220	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(h) Other Derivatives	Y1230	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(vii)Others	Y1240	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
A. TOTAL OUTFLOWS (A) (Sum of 1 to 13)	Y1250	15,228.71	5,914.46	32,666.06	40,028.89	87,090.80	1,86,664.66	2,85,086.46	1,61,275.92	21,766.78	2,90,998.82	11,24,034.35
A1. Cumulative Outflows	Y1260	15,228.71	21,144.17	54,809.24	94,838.13	1,81,228.42	3,67,886.80	6,49,588.24	8,10,859.15	8,32,625.93	11,24,034.35	11,24,034.35
B. INFLOWS												
1. Cash (In 1 to 30/31 day time-bucket)	Y1270	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2. Remittance in Transit	Y1280	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
3. Balances With Banks	Y1290	42,058.07	1,090.84	2,205.82	2,891.85	920.15	5,104.90	14,214.85	5,201.15	0.00	80.46	62,781.08
a) Current Account (The stipulated minimum balance be shown in 6 months to 1 year bucket. The balance in excess of the minimum balance be shown in 1 to 30 day time bucket)	Y1300	41,485.88	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	41,485.88
b) Deposit Accounts /Short-Term Deposits (As per residual maturity)	Y1310	572.88	1,090.84	2,205.82	2,891.85	920.15	5,104.90	14,214.85	5,201.15	0.00	80.46	21,295.88
4.Investments (i+ii+iii+iv+v)	Y1320	0.00	0.00	0.00	3,966.56	0.00	3,943.01	0.00	0.00	0.00	0.00	7,909.57
(i)Statutory Investments (only for NBFCs-D)	Y1330	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(ii) Listed Investments	Y1340	0.00	0.00	0.00	3,966.56	0.00	3,943.01	0.00	0.00	0.00	0.00	7,909.57
(a) Current	Y1350	0.00	0.00	0.00	3,966.56	0.00	3,943.01	0.00	0.00	0.00	0.00	7,909.57
(b) Non-current	Y1360	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(iii) Unlisted Investments	Y1370	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(a) Current	Y1380	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(b) Non-current	Y1390	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(iv) Venture Capital Units	Y1400	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(v) Others (Please Specify)	Y1410	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
5.Advances (Performing)	Y1420	27,891.47	87,669.45	19,606.60	99,826.88	95,885.21	2,70,580.28	2,45,905.11	1,29,665.58	11,129.09	66,478.06	9,71,187.46
(i) Bills of Exchange and Promissory Notes discounted & rediscounted	Y1430	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(ii) Term Loans (The cash inflows on account of the interest and principal of the loan may be slotted in respective time buckets as per the timing of the cash flows as stipulated in the original / revised repayment	Y1440	27,891.47	87,669.45	19,606.60	99,826.88	95,885.21	2,70,580.28	2,45,905.11	1,29,665.58	11,129.09	66,478.06	9,71,187.46
(a) Through Regular Payment Schedule	Y1450	27,891.47	87,669.45	19,606.60	99,826.88	95,885.21	2,70,580.28	2,45,905.11	1,29,665.58	11,129.09	66,478.06	9,71,187.46
(b) Through Bullet Payment	Y1460	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(iii) Interest to be serviced through regular schedule	Y1470	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(iv) Interest to be serviced to be in Bullet Payment	Y1480	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
6.Gross Non-Performing Loans (GNPA)	Y1490	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	14,814.26	286.52	15,099.78
(i) Substandard	Y1500	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	14,814.26	286.52	15,099.78
(a) All over dues and instalments of principal falling due during the next three years (In the 3 to 5 year time-bucket)	Y1510	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	14,814.26	0.00	14,814.26
(b) Entire principal amount due beyond the next three years (In the over 5 years time-bucket)	Y1520	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	286.52	286.52
(ii) Doubtful and loss	Y1530	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(a) All instalments of principal falling due during the next five years as also all over dues (In the over 5 years time-bucket)	Y1540	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(b) Entire principal amount due beyond the next five years (In the over 5 years time-bucket)	Y1550	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
7. Inflows From Assets On Lease	Y1560	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
8. Fixed Assets (Excluding Assets On Lease)	Y1570	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,181.88	0.00	2,181.88
9. Other Assets :	Y1580	5,216.82	201.28	5,588.14	1,757.81	17,298.12	415.00	248.97	868.58	442.89	4,885.00	35,928.05
(a) Intangible assets & other non-cash flow items (In the 'Over 5 year time bucket)	Y1590	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	4,885.00	4,885.00
(b) Other items (e.g. accrued income, other receivables, staff loans, etc.) (In respective maturity buckets as per the timing of the cash	Y1600	5,216.82	201.28	5,588.14	1,757.81	17,298.12	415.00	248.97	868.58	442.89	0.00	31,479.05
(c) Others	Y1610	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
10.Security Finance Transactions (a+b+c+d)	Y1620	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
a) Repo (As per residual maturity)	Y1630	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
b) Reverse Repo (As per residual maturity)	Y1640	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
c) CBLO (As per residual maturity)	Y1650	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
d) Others (Please Specify)	Y1660	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
11.Inflows On Account of Off Balance Sheet (OBS) Exposure (i+ii+iii+iv+v)	Y1670	14,044.44	14,044.44	14,044.44	0.00	0.00	0.00	0.00	0.00	0.00	0.00	42,133.44
(i)Loan committed by other institution pending disbursal	Y1680	14,044.44	14,044.44	14,044.44	0.00	0.00	0.00	0.00	0.00	0.00	0.00	42,133.44
(ii)Lines of credit committed by other institution	Y1690	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(iii) Bills discounted/rediscounted	Y1700	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(iv)Total Derivative Exposures (a+b+c+d+e+f+g+h)	Y1710	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(a) Forward Forex Contracts	Y1720	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(b) Futures Contracts	Y1730	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(c) Options Contracts	Y1740	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(d) Forward Rate Agreements	Y1750	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(e) Swaps - Currency	Y1760	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(f) Swaps - Interest Rate	Y1770	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(g) Credit Default Swaps	Y1780	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(h) Other Derivatives	Y1790	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(v)Others	Y1800	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
B. TOTAL INFLOWS (B) (Sum of 1 to 11)	Y1810	79,199.86	52,875.04	41,232.06	1,07,460.10	1,14,540.68	2,80,058.19	2,54,801.43	1,85,055.25	28,566.87	89,180.52	11,47,059.71
C. Mismatch (B - A)	Y1820	63,976.14	47,055.58	8,565.97	67,416.21	26,150.18	93,094.81	-22,185.00	-26,280.75	6,800.09	-2,51,287.80	14,995.46
D. Cumulative Mismatch	Y1830	63,976.14	1,11,041.71	1,19,597.68	1,87,514.89	2,14,664.07	3,07,058.88	2,84,728.88	2,58,464.17	2,65,264.26	14,995.46	14,995.46
E. Mismatch as % of Total Outflows	Y1840	420.36%	794.60%	26.22%	168.08%	29.82%	50.04%	-7.8%	-16.28%	31.24%	-86.59%	1.25%
F. Cumulative Mismatch as % of Cumulative Total Outflows	Y1850	420.36%	525.14%	222.20%	199.86%	117.90%	83.67%	43.8%	31.88%	31.88%	1.25%	1.25%

ANNEXURE XIV: DEBENTURE TRUSTEE AGREEMENT

Attached Separately

Private Placement Offer cum Application Letter

Serial Number: 1/2026-27
Addressed to: __________(Subscriber name)
Address: _________

Date: [●], 2026

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

ISSUANCE UP TO ISSUANCE OF UP TO 15,000 (FIFTEEN THOUSAND) SENIOR, SECURED, LISTED, RATED, TAXABLE, TRANSFERABLE, REDEEMABLE, NON-CONVERTIBLE DEBENTURES OF THE FACE VALUE OF INR 1,00,000/- (INDIAN RUPEES ONE LAKH ONLY) EACH AGGREGATING TO INR 150,00,00,000/- (INDIAN RUPEES ONE HUNDRED AND FIFTY CRORE ONLY) ("DEBENTURES"/"NCDS") COMPRISING OF: (A) A BASE ISSUE OF UP TO 10,000 (TEN THOUSAND) SENIOR, SECURED, LISTED, RATED, TAXABLE, TRANSFERABLE, REDEEMABLE, NON-CONVERTIBLE DEBENTURES OF THE FACE VALUE OF INR 1,00,000/- (INDIAN RUPEES ONE LAKH ONLY) EACH AGGREGATING TO INR 100,00,00,000/- (INDIAN RUPEES ONE HUNDRED CRORE ONLY); AND (B) A GREEN SHOE OPTION OF UP TO 5,000 (FIVE THOUSAND) SENIOR, SECURED, LISTED, RATED, TAXABLE, TRANSFERABLE, REDEEMABLE, NON-CONVERTIBLE DEBENTURES OF THE FACE VALUE OF INR 1,00,000/- (INDIAN RUPEES ONE LAKH ONLY) EACH AGGREGATING TO INR 50,00,00,000/- (INDIAN RUPEES FIFTY CRORE ONLY) ("GREEN SHOE OPTION"), BY WAY OF A PRIVATE PLACEMENT (THE "ISSUE"), BY KRAZYBEE SERVICES LIMITED (THE "COMPANY" OR "ISSUER") (FORMERLY KNOWN AS KRAZYBEE SERVICES PRIVATE LIMITED) HAVING INTEREST RATE OF 9.90% (NINE POINT NINE ZERO PERCENT) PER ANNUM GROSS OF APPLICABLE TAX PAYABLE MONTHLY FROM THE DATE OF ISSUE ON A PRIVATE PLACEMENT BASIS FOR CASH BY KRAZYBEE SERVICES LIMITED (THE "COMPANY" OR "ISSUER").

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

KRAZYBEE SERVICES LIMITED
PART A

A. General Information:

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

Issuer / Company:	**Krazybee Services Limited (Formerly known as Krazybee Services Private Limited)**
Registered Office:	**3rd Floor, No.128/9, Maruthi Sapphire, HAL Airport Road, Murugesh palya, Bengaluru, Karnataka 560017**
Website:	**https://www.kbnbfc.in/**
Contact Person:	**Mr. Vivek Veda**
Email:	**vivek@krazybee.com**
Contact No.	**080-44292555**
Corporate office:	**3rd Floor, No.128/9, Maruthi Sapphire, HAL Airport Road, Murugeshpalya, Bengaluru, Karnataka 560017**

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

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

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

KrazyBee Services Limited (formerly known as "KrazyBee Services Private Limited") is a middle-layer Non-deposit taking Non-Banking Financial Company registered with the Reserve Bank of India from May 2017. Headquartered in Bangalore, the company is founded by Mr. Madhusudhan Ekambaram and Mr. Karthikeyan Krishnaswamy, . The company is a digital lender and operates via the mobile app - "KreditBee"; Pan-India operations servicing 19k pin codes in India. Caters to the unserved and underserved Mid-India, Mid-Income, Middle-class population of the country – 80% of the customers served are from non-metros, the average income of the borrowers is ~INR 6 lakhs with a median age of 29 years. KrazyBee is solving this credit need and tapping into the massive opportunity through four business lines:

a) Unsecured personal loans to young professionals with ticket size raging from INR 7k – 10 lakhs with tenure of 6-60 months;

b) Unsecured Business Loans to self-employed individuals and

c) Loan Against Property (LAP)

d) Two-wheeler loan piloted by the company recently

The founders and the management each have 20+ years of experience in the areas of technology, operations, project management, sales, finance, risk management, data science, digital marketing and quantitative analysis.

Krazybee is backed by marquee investors like Premji Invest, Motilal Oswal Private Equity, TPG NewQuest, Advent International, Mirea Asset, MUFG Bank, ICICI Bank, Whiteoak Capital India etc.

b. Details about the subsidiaries of the Company with the details of branches/Sales offices or units:

The details of branches/sales offices or units is provided under the **Annexure I.**

4. Brief particulars of the management of the Company:

Management Details		
Name	**Designation**	**Experience**
Madhusudan Ekambaram	Executive Director & Chief Executive Officer (CEO)	Madhusudan has over 20 years of experience across Product Portfolio Management, Business Innovation, Sales and Business Development. Madhusudan also co-founded FACE (Fintech Association of Consumer Empowerment), a not for profit organization, with the intent to work with all stakeholders including the consumers, regulators, policymakers to proactively evolve consumer-centric practices in the Indian Fin-Tech digital lending space. Madhusudan has completed his BE in Information Technology from NIT Suratkal.
Karthikeyan Krishnaswamy	Executive Director	Karthikeyan has over 20 years of experience in Technology and Products. He has good experience across server/ consumer domains and commonly used languages (JAVA, C, PHP etc) and has conceptualized & commercialized many micro-innovations and software solutions targeted for India and South

Management Details		
Name	**Designation**	**Experience**
		Pacific market. He started his career at Innovo Solutions and worked there for 5 years. This was followed by an 8 years stint at Huawei where he was the System Architect. This was followed by a one-year stint as CTO at NTT Solutions. At KrazyBee, he led the entire technical implementation which includes website development, B2C app roll out and Campus Manager app roll out. Karthikeyan has completed Masters in Computer Science from National University of Singapore (NUS).
Vivek Veda	Executive Director & Chief Financial Officer (CFO)	Vivek has over 20 years of experience dealing in multiple domains in Finance. He is a Chartered Accountant by qualification and has done his B.Com from Delhi University. He started his career as a Consultant at S. S. Kothari Mehta & Co, where he worked for 4 years (including internship years) and was involved in valuation for M&A, merger, demerger, private equity placement etc. This was followed by a 4 years stint at HSBC Global Banking & Markets (Assistant Manager), 3 years at Edelweiss Capital (Mid cap analyst), 1 year at Espirito Santo Investment Bank (Consumer analyst) and 2 years as Emerging Markets Consumer Research Analyst at Societe Generale.

Details of Board of Directors & Key Managerial Personnel of the Company & their profile		
Name	**Designation**	**Profile**
Madhusudan Ekambaram	Executive Director & Chief Executive Officer (CEO)	Madhusudan has over 20 years of experience across Product Portfolio Management, Business Innovation, Sales and Business Development. Madhusudan also co-founded FACE (Fintech Association of Consumer Empowerment), a not for profit organization, with the intent to work with all stakeholders including the consumers, regulators, policymakers to proactively evolve consumer-centric practices in the Indian Fin-Tech digital lending space. Madhusudan has completed his BE in Information Technology from NIT Suratkal.
Karthikeyan Krishnaswamy	Executive Director	Karthikeyan has over 20 years of experience in Technology and Products. He has good experience across server/ consumer domains and commonly used languages (JAVA, C, PHP etc) and has conceptualized & commercialized many micro-innovations and software solutions targeted for India and South Pacific market. He started his career at Innovo Solutions and worked there for 5 years. This was followed by an 8 years stint at Huawei where he was the System Architect. This was followed by a one-year stint as CTO at NTT Solutions. At KrazyBee, he led the entire technical implementation which includes website development, B2C app roll out and Campus Manager app roll out. Karthikeyan has completed Masters in Computer Science from National University of Singapore (NUS).
Vivek Veda	Executive Director & Chief Financial Officer (CFO)	Vivek has over 20 years of experience dealing in multiple domains in Finance. He is a Chartered Accountant by qualification and has done his B.Com from Delhi University.

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

Details of Board of Directors & Key Managerial Personnel of the Company & their profile		
Name	**Designation**	**Profile**
		Academically, Saravanan holds a Master's in Technology from IIT Bombay and a Post Graduate Management degree from the Indian School of Business, Hyderabad. His strong technical foundation, combined with strategic acumen, has shaped his approach to innovation and investment. A passionate advocate of inventive problem-solving, he remains deeply engaged with emerging technology trends and their transformative potential in the financial ecosystem.
Gagan Lalit Mohan Joshi	Nominee Director	Gagan Joshi is a seasoned investment professional with extensive experience in private equity across India's financial services, consumer, and industrial sectors. Currently serving as Director at Advent International, he leads financial services investments in India for one of the world's largest private equity firms. Prior to this, he held leadership roles at True North and ICICI Venture, where he was instrumental in evaluating and executing investments in companies like Policy Bazaar, Max Bupa, and Fedbank Financial Services. His career also includes strategic consulting at Bain & Company, where he advised clients across technology, energy, and infrastructure, and began as an engineer at Tata Motors. Academically, Gagan holds a Post Graduate Diploma in Management from the Indian Institute of Management, Calcutta, where he was recognized as an Aditya Birla Scholar. He earned his undergraduate degree in Mechanical Engineering from Delhi College of Engineering (DCE), Delhi University. This blend of technical and managerial education has underpinned his analytical rigor and strategic insight throughout his career in investment and consulting.
Vinit Mukesh Mehta	Nominee Director	Vinit Mehta has over 19 years of experience in private equity (MO Alternate Investment Advisors Private Limited), investment banking (Kotak, KPMG) and Corporate Banking (HDFC Bank). Vinit joined MO Alternate in 2019. At MO Alternates, Vinit focusses on businesses in the banking and financial services sector. Overall, Vinit is responsible for deal sourcing, investing, monitoring and managing exits from portfolio companies. Prior to joining MO Alternate, Vinit was with Kotak Investment Bank where he led and executed 40+ transaction and successfully helped raise more than USD 25 bn across M&A, Private Equity and Capital Market fund raises. Vinit holds a Bachelor's Degree in Commerce from the Mumbai University and is a member of the Institute of Chartered Accountants of India.
Mamtesh Sugla	Nominee Director	Mamtesh Sugla is a Managing Director at TPG NewQuest based in Mumbai, Mamtesh joined TPG NewQuest in 2014 and is responsible for sourcing, execution and portfolio management of investments in India. Mamtesh is responsible for end-to-end deal sourcing, execution, portfolio management and exits. He has experience investing in microfinance (Ujjivan Financial Services Pvt. Ltd.), market infrastructure (National Stock Exchange of India Ltd., Financial Software and Systems Pvt. Ltd.), unsecured personal loans (Krazybee Services Ltd), vehicle finance (Indostar Capital Finance Ltd.), MSME lending

Details of Board of Directors & Key Managerial Personnel of the Company & their profile		
Name	**Designation**	**Profile**
		UGRO Capital Ltd. and is currently in advanced stages of evaluating opportunities in micro-LAP and affordable housing segments. Mamtesh has PGDM from Indian Institute of Management (IIM) Calcutta, where he was awarded a silver medal for his academic performance and has an undergraduate degree in engineering from IIT (ISM) Dhanbad. Mamtesh is fluent in English and Hindi.
Ravindra Sengaonkar	Independent Director	Mr. Ravindra is an accomplished and growth focused IPS officer of Maharashtra cadre with 40 years of work experience and proven knowledge of strategizing and workflow problem-solving. Expert in identifying lacunae in each system and providing exemplary solutions to build an efficient process with a rare blend of modern technology. Well-versed in designing and executing training programs to support the current requirements of the police force after receiving extensive training in UK. Proven ability to cope with frequent interruptions in high-pressure situations and provide optimal solution while on Deputation of UN Peace Keeping Force in Bosnia and Herzegovina. Superior communication, observation, and critical thinking skills with expertise in working with individuals from diverse backgrounds and age groups proved to be beneficial as an Election Police Observer in 2021.
Pallavi Lingaraju	Company Secretary & Compliance Officer	Ms. Pallavi Lingaraju appointed as the Company Secretary of Krazybee Services Limited in the Board meeting held on May 23, 2019 and in addition to the that she was appointed as the Compliance Officer pursuant to Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015. She is the Member of the Institute of Company Secretaries of India, an esteemed institute of Company Secretaries of India. Before joining Krazybee, she has worked in Fidelity Investments for a period of 2 years and with a firm of Practising Company Secretaries. She is associated with Krazybee since 2019 and heads the Secretarial Department. She has over 10 years of work experience in the filed Corporate Compliances, legal and regulatory requirements. Ms. Pallavi Lingaraju is an Associate Member of the Institute of Company Secretaries of India and is a law graduate from the Karnataka State Law University.

5. Name, address, Director Identification Number (DIN) and occupations of the directors:

Sl. No.	Name of the Directors	Address	DIN	Occupation
1	Madhusudan Ekambaram	Flat No 8144, Tower 8, 14th floor, Embassy Lake Terraces, Bellary Main Road, Beside Manipal Hospital, Hebbal, Bangalore - 560024	07442577	Business
2	Karthikeyan Krishnaswamy	K-701, SNN Raj Lake View Apts, 29th Main Road NS Palya Main Road, BTM Layout, Bengaluru 560076 KA IN	07449376	Business

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

6. Management perception of Risk Factors:

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

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

(iii) **Accounting Considerations**
Special accounting considerations may apply to certain types of taxpayers. Potential investors are urged to consult with their own accounting advisors to determine implications of this investment.

(iv) **Material changes in rules and regulations to which the issuer is subject could impair the issuer's ability to meet payment or other obligations.**
The Issuer is subject generally to changes in Indian law, as well as to changes in government regulations and policies and accounting principles. Any changes in the regulatory framework could adversely affect the profitability of the Issuer or its future financial performance, by requiring a restructuring of its activities, increasing costs or otherwise.

(v) **Legality of purchase**

Potential investors of the Debentures will be responsible for the lawfulness of the acquisition of the Debentures, whether under the laws of the jurisdiction of its incorporation or the jurisdiction in which it operates or for compliance by that potential investor with any law, regulation or regulatory policy applicable to it.

(vi) **Political and economic risk in India**

The Issuer operates only within India and, accordingly, all of its revenues are derived from the domestic market. As a result, it is highly dependent on prevailing economic conditions in India and its results of operations are significantly affected by factors influencing the Indian economy. An uncertain economic situation, in India and globally, could result in a further slowdown in economic growth, investment and consumption. A slowdown in the rate of growth in the Indian economy could result in lower demand for credit and other financial products and services and higher defaults. Any slowdown in the growth or negative growth of sectors where the Issuer has a relatively higher exposure could adversely impact its performance. Any such slowdown could adversely affect its business, prospects, results of operations and financial condition.

(vii) **Risks related to the business of the issuer**

a) Majority of the Issuer's loans are unsecured and the clients of these loans are of the high-risk category and if the Issuer is unable to control the level of non-performing loans ("NPAs") in the future, or if the Issuer's loan loss reserves are insufficient to cover future loan losses, the financial condition and results of operations may be materially and adversely affected.

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

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

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

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

The issuer is exposed to many types of operational risks. Operational risks can result from a variety of factors, including failure to obtain proper internal authorizations, improperly documented transactions, failure of operational and information security procedures, computer systems, software or equipment, fraud, inadequate training and employee errors. The issuer attempts to mitigate operational risk by maintaining a comprehensive system of internal controls, establishing systems and procedures to monitor transactions, maintaining key back-up procedures, undertaking regular contingency planning and providing employees with continuous training. Any failure to mitigate such risks may adversely affect our Company's business and results of operations.

The Issuer's dependence upon automated systems to record and process transactions may increase the risk that technical system flaws or employee tampering or manipulation of those systems will result in losses that are difficult to detect.
The Issuer maintains an internal audit process to ensure the operations team follows the defined procedures and reports any deviations to the operations staff and management team. The Issuer also has a strong MIS system that has a wide range of data that can be used to monitor financial and operational performance.

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

All of the loans the Issuer issues are due within approximately one year of disbursement. Any potential instability of the Issuer's interest income could materially and adversely affect the Issuer's results of operations and financial position.
The loans given by the issuer are at fixed interest rate, and the tenor of the underlying asset is from 62 days to One year which has provided stability to the portfolio and interest income and has also smoothened operating expense.

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

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

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

If the Issuer is not able to attract, motivate, integrate or retain qualified personnel at levels of experience that are necessary to maintain the Issuer's quality and reputation, it will be difficult for the Issuer to manage its business and growth. The Issuer depends on the services of its executive officers and key employees for its continued operations and growth. In particular, the Issuer's senior management has significant experience in the vehicle finance, banking and financial services industries. The loss of any of the Issuer's executive officers, key employees or senior managers could negatively affect its ability to execute its business strategy, including its ability to manage its rapid growth. The Issuer's business is also dependent on its team of personnel who directly manage its relationships with its members. The Issuer's business and profits would suffer adversely if a substantial number of such personnel left the Issuer or became ineffective in servicing its members over a period of time. The Issuer's future success will depend in large part on its ability to identify, attract and retain highly skilled managerial and other personnel. Competition for individuals with such specialized knowledge and experience is intense in this industry, and the Issuer may be unable to attract, motivate, integrate or retain qualified personnel at levels of experience that are necessary to maintain its quality and reputation or to sustain or expand its operations. The loss of the services of such personnel or the inability to identify, attract and retain qualified personnel in the future would make it difficult for the Issuer to manage its business and growth and to meet key objectives.

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

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

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

The Issuer maintains insurance coverage that it believes commensurate with its operations such as Directors' and officers' liability insurance other general liability insurances. The Issuer's insurance policies, however, may not provide adequate coverage in certain circumstances and may be subject to certain deductibles, exclusions and limits on coverage.
In addition, there are various types of risks and losses for which the Issuer does not maintain insurance, such as losses due to business interruption and natural disasters, because they are either uninsurable or because insurance is not available to the Issuer on acceptable terms. A successful assertion of one or more large claims against the Issuer that exceeds it's available insurance coverage or results in changes in its insurance policies, including premium increases or the imposition of a larger deductible or co-insurance requirement, could adversely affect the Issuer's business, financial condition and results of operations.

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

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

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

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

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

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

9. **Registrar of the Issue: NDSL Database Management Systems Limited (For Debt Segment)**

10. **Valuation Agency:** Not Applicable.

11. **Auditors:** M/s Walker Chandiok & Co. LLP., Chartered Accountant.

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

B. Particulars of the Offer:

a) Financial position of the Company for the last 3 financial year	Refer the Financial Statements attached as **Annexure II**
b) Date of passing of Board/ Committee Resolution	Board Resolution on Overall borrowing limit: 09th February 2026 Board Resolution on Quarterly limit on issuance of Non-Convertible Debentures: August 10, 2026 Finance Committee Resolution: August 18, 2026 **Refer to Annexure III**
c) Date of passing of resolution in general meeting, authorizing the offer of securities	Date of passing of resolution in general meeting: 27th March 2026 **Refer to Annexure III**
d) Kind of securities offered (i.e. whether share or debenture) and class of security; the total number of shares or other securities to be issued	Issuance of up to 15,000 (Fifteen Thousand) senior, secured, listed, rated, taxable, transferable, redeemable, non-convertible debentures of the face value of INR 1,00,000/- (Indian Rupees One Lakh Only) each aggregating to INR 150,00,00,000/- (Indian Rupees One Hundred and Fifty Crore Only) ("**Debentures**"/"**NCDs**") comprising of: (a) a base issue of up to 10,000 (Ten Thousand) senior, secured, listed, rated, taxable, transferable, redeemable, non-convertible debentures of the face value of INR 1,00,000/- (Indian Rupees One Lakh Only) each aggregating to INR 100,00,00,000/- (Indian Rupees One Hundred Crore Only); and (b) a green shoe option of up to 5,000 (Five Thousand) senior, secured, listed, rated, taxable, transferable, redeemable, non-convertible debentures of the face value of INR 1,00,000/- (Indian Rupees One Lakh Only) each aggregating to INR 50,00,00,000/- (Indian Rupees Fifty Crore Only) ("**Green Shoe Option**")
e) Price at which the security is being offered, including premium if any, along with justification of the price	INR 1,00,000/- (Indian Rupees One Lakh Only)
f) Name and address of the valuer who performed valuation of the security offered, and basis on which the price has been arrived at along with report of the Registered valuer	Not applicable
g) Relevant date with reference to which the price has been arrived at	Not applicable
h) The class or classes of persons to whom the allotment is proposed to be made	The following categories of investors, when specifically approached and have been identified upfront, are eligible to apply for this private placement of shares subject to fulfilling their respective investment norms/rules and compliance with laws applicable to them by submitting all the relevant documents along with the Application Form ("**Eligible Investors**"): a) Individuals, excluding politically exposed person(s); b) Hindu Undivided Family; c) Trusts; d) Limited Liability Partnerships; e) Partnership firm(s); f) Portfolio managers registered with the SEBI; g) Association of Persons; h) Companies and Bodies corporate including public sector undertakings;

	i) Commercial banks; j) Regional rural banks; k) Financial institutions; l) Insurance companies; m) Mutual funds; n) Foreign portfolio investors; o) Non-banking financial institutions; and p) Any other investor eligible to invest in these Debentures. All potential Investors are required to comply with the relevant regulations/guidelines applicable to them for investing in this issue of shares.
i) Intention of promoters, directors or key managerial personnel to subscribe to the offer (applicable in case they intend to subscribe to the offer) (not required in case of issue of non-convertible debentures)	Not applicable
j) The proposed time within which the allotment shall be completed	Debentures shall be allotted to the investors on August 25, 2026 (**"Deemed Date of Allotment"**) and PAS-3 shall be filed within 1 (one) Business Days from the Deemed Date of Allotment or such time as set out under Listed NCDs Master Circular as amended from time to time.
k) The names of the proposed allottees and the percentage of post Private Placement issue capital that may be held by them (not required in case of issue of non- convertible debentures);	Not applicable as the Debentures are non-convertible debt instruments
l) The change in control, if any, in the Company that would occur consequent to the Private Placement	Not applicable as the Debentures are non-convertible debt instruments.
m) The number of persons to whom allotment on preferential basis /private placement / rights issue has already been made during the year (Financial year), in terms of number of securities as well as price	Attached as **"Annexure IV"**
n) The justification for the allotment proposed to be made for consideration other than cash together with valuation report of the registered valuer	Not applicable as the non-convertible debentures are issued for cash.
o) Amount which the Company intends to raise by way of securities	Issuance of up to 15,000 (Fifteen Thousand) senior, secured, listed, rated, taxable, transferable, redeemable, non-convertible debentures of the face value of INR 1,00,000/- (Indian Rupees One Lakh Only) each aggregating to INR 150,00,00,000/- (Indian Rupees One Hundred and Fifty Crore Only) (**"Debentures"**/**"NCDs"**) comprising of: (a) a base issue of up to 10,000 (Ten Thousand) senior, secured, listed, rated, taxable, transferable, redeemable, non-convertible debentures of the face value of INR 1,00,000/- (Indian Rupees One Lakh Only) each aggregating to INR 100,00,00,000/- (Indian Rupees One Hundred Crore Only); and

<table>
<tr><td></td><td>(b) a green shoe option of up to 5,000 (Five Thousand) senior, secured, listed, rated, taxable, transferable, redeemable, non-convertible debentures of the face value of INR 1,00,000/- (Indian Rupees One Lakh Only) each aggregating to INR 50,00,00,000/- (Indian Rupees Fifty Crore Only) ("Green Shoe Option")</td></tr>
<tr><td>p) Terms of raising of securities:</td><td><table>
<tr><td>Duration, if applicable:</td><td>24 (twenty four) months from the Deemed Date of Allotment</td></tr>
<tr><td>Rate of Interest or dividend:</td><td>Fixed interest of 9.90% (nine point nine zero percent) per annum payable monthly</td></tr>
<tr><td>Mode of Payment</td><td>Electronic Transfer</td></tr>
<tr><td>Mode of Repayment</td><td>Electronic Transfer</td></tr>
<tr><td>Redemption</td><td>August 25, 2028</td></tr>
</table></td></tr>
<tr><td>q) Proposed time schedule for which the Issue/Private Placement Offer cum Application Letter is valid</td><td>Issue Open Date: August 24, 2026
Issue Closing Date: August 24, 2026</td></tr>
<tr><td>r) Purpose and objects of the Issue/Offer</td><td>The Issue proceeds will be utilized for onward lending and repayment/ refinance of its existing debt obligations. The Issuer shall also be entitled to temporarily invest the funds raised by the Issue in liquid mutual funds, government securities, and/or place deposit, and/or temporarily park funds in any accounts maintained with scheduled commercial banks until the utilization of the funds raised for the intended Purpose. (i.e. for onward lending and repayment/ refinance of its existing debt obligations).</td></tr>
<tr><td>s) Contribution being made by the Promoters or directors either as part of the offer or separately in furtherance of such objects</td><td>Not Applicable</td></tr>
<tr><td>t) Principal terms of assets charged as security, if applicable</td><td>The Debentures shall be secured by way of a first ranking, exclusive and continuing charge on identified receivables ("Hypothecated Assets") created pursuant to the Hypothecation Agreement. The Issuer undertakes:
1. The total charge over the Hypothecated Assets shall constitute 1.10x (one decimal one zero times) or 110% (one hundred and ten percent) of the aggregate Outstanding Principal Amounts/ Coupon/ dues outstanding and payable to the Debenture Holders to be created as per terms of the Transaction Documents. The above-mentioned Security Cover shall be maintained at all times during the Tenor of the Debentures and until all such dues/claims/ outstanding is paid to the Debenture Holders to the satisfaction of the Debenture Trustee.
2. To create, register and perfect the security over the Hypothecated Assets by filing CHG-9 within the time period applicable as contemplated above no later than 30 (Thirty) calendar days after the Deemed Date of Allotment and create a charge by executing a duly stamped Hypothecation Agreement prior to the Deemed Date of Allotment; The Company shall also provide such information sought by the Debenture Trustee for the purpose of filing the prescribed forms and particulars with the Central Registry and Information Utility in connection with the Debentures and the Security Interest over the Hypothecated Assets.
3. to pay a penal interest of 2.0% (Two Percent) p.a. over the Coupon Rate in case there is any delay in the creation, registration and perfection of the security over the Hypothecated Assets beyond 30 (thirty) calendar days from the date of execution of the Hypothecation Agreement;
4. to provide on a quarterly basis, of specific loan receivables/ book debts to the Debenture Trustee over which the charge is created and subsisting by way of hypothecation in favour of the Debenture Trustee (for the benefit of the Debenture Holders) ("Quarterly Hypothecated Asset Report")
5. to add fresh loan assets to the Security Cover to ensure that the value</td></tr>
</table>

	of the Hypothecated Assets is equal to 1.10x (One decimal one zero times) or 110% (One hundred and ten percent) the aggregate amount of the aggregate Outstanding Principal Amounts/ Coupon/ dues outstanding and payable to the Debenture Holders. 6. to replace Hypothecated Assets that have been overdue for more than 90 (Ninety) calendar days with current receivables (i.e., 0 DPD). 7. The Hypothecated Assets which do not meet the eligibility criteria shall be replaced within 30 days. **Security Cover Ratio/ Security Cover:** 1.10x (One Decimal One Zero Times) the value of the of the aggregate Outstanding Principal Amounts/ Coupon/ dues outstanding and payable to the Debenture Holders.
u) The details of significant and material orders passed by the Regulators, Courts and Tribunals impacting the ongoing concern status of the Company and its future operations	Not Applicable

v) The pre-issue and post issue shareholding pattern of the Company in the following pattern as on date:

Sr. No	Category	Pre-issue		Post-issue	
		(Equity+ CCPS)		(Equity + CCPS)	
		No of shares held	% of share holding	No of shares held	% of share holding
A	Promoters' holding	-	-	-	-
1	Indian	-	-	-	-
	Individual	-	-	-	-
	Bodies corporate	-	-	-	-
	Sub-total	-	-	-	-
2	Foreign promoters	-	-	-	-
	Sub-total (A)	**-**	**-**	**-**	**-**
B	Non-promoters' holding	-	-	-	-
1	Institutional investors	-	-	-	-
2	Non-institution	-	-	-	-
	Private corporate bodies	15,81,80,721	41.52%	15,81,80,721	41.52%
	Individual	23,94,308	0.63%	23,94,308	0.63%
	Directors and relatives	1,87,43,485	4.92%	1,87,43,485	4.92%
	Indian public	-	-	-	-
	Others (including NRIs)	20,16,60,585	52.93%	20,16,60,585	52.93%
	Sub-total (B)	38,09,79,099	100.00%	38,09,79,099	100.00%
	Grand Total (A+B)	**38,09,79,099**	**100.00%**	**38,09,79,099**	**100.00%**

w) Bank Accounts details for subscription of money.	**Account Name:** Krazybee Services Limited **Bank Name:** Yes Bank Ltd **A/c. No**: 059481300000416 **IFSC Code:** YESB0000594 **Address**: Ground Floor, Lancor Westminister, 108, Dr. Radha Krishnan Salai, Mylapore, Chennai-600004

C. Mode of Payment for Subscription:

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

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

1. Any financial or other material interest of the directors, promoters or key managerial personnel in the offer/ Issue and the effect of such interest in so far as it is different from the interests of other persons	Not Applicable
2. Details of any litigation or legal action pending or taken by any Ministry or Department of the Government or a statutory authority against any promoter of the Company during the last 3 (three) years immediately preceding the year of the circulation of this Private Placement offer cum application letter and any direction issued by such Ministry or Department or statutory authority upon conclusion of such litigation or legal action shall be disclosed.	Not Applicable

3. Remuneration of directors (during the current year and last 3 (three) financial years):

Name of the Director	Remuneration (in Rs)
FY 2025-26	
Vivek Veda	1,068.53 Lakhs
Madhusudan Ekambaram	2,130.59 Lakhs
Karthikeyan Krishnaswamy	707.20 Lakhs
FY 2024-25	
Vivek Veda	1,337.54 Lakhs
Madhusudan Ekambaram	5,422.91 Lakhs
Karthikeyan Krishnaswamy	1,214.29 Lakhs
FY 2023-24	
Vivek Veda	2,590.34 Lakhs
Madhusudan Ekambaram	NIL
Karthikeyan Krishnaswamy	NIL

4. Related party transactions entered during the last 3 (three) financial years immediately preceding the year of circulation of this Private Placement offer cum application letter including with regard to loans made or, guarantees given or securities provided:

Transaction	**Related Party**	**31-03-2026 (in lakhs)**	**31-03-2025 (in lakhs)**	**31-03-2024 (in lakhs)**
Sale of services	Finnovation Tech Solutions Private Limited	-	-	-
Commission recovery	Finnovation Tech Solutions Private Limited	-	68.24	-

Salary Cross Charge (income)	Finnovation Tech Solutions Private Limited	295.21	197.99	103.05
Interest income in loan	Anish Gupta	-	0.08	0.13
Purchase of services	Finnovation Tech Solutions Private Limited	38,278.86	35,381.63	30,414.02
Deficiency recovery expenses	Finnovation Tech Solutions Private Limited	1,356.19	1,977.30	2,670.27
Salary Cross Charge (expenses)	Finnovation Tech Solutions Private Limited	53.45	106.18	158.06
Rent Cross Charge (expenses)	Finnovation Tech Solutions Private Limited	1,238.37	1,197.53	741.67
Asset Cross Charge (expenses)	Finnovation Tech Solutions Private Limited	328.76	297.74	-
Reimbursement of expenses	Vivek Veda	8.80	14.47	9.67
Reimbursement of expenses	Madhusudan Ekambaram	0.88	12.15	-
Reimbursement of expenses	Pallavi Lingaraju	0.03	0.08	-
Share based payment expenses	Finnov Private Limited	-	-	27.80
Trademark Usage Fees	Finnov Private Limited	-	-	0.70
Purchase of Trademark	Finnov Private Limited	-	-	0.55
Remuneration to directors	Vivek Veda (includes Rs. 516.23 lakhs (FY 25: Rs. 727.46 lakhs) (FY24: Rs. 2,369.44 lakhs) towards share based payment expense)	1,068.53	1,337.54	2,590.34
Remuneration to directors	Madhusudan Ekambaram (includes Rs. 1,572.35 lakhs (FY25:	2,130.59	5,422.91	-

	Rs.5,295.10 lakhs) (FY24: Nil) towards share based payment expense)			
Remuneration to directors	Karthikeyan Krishnaswamy (includes Rs. 378.21 lakhs (FY25: Rs.1,019.66 lakhs) (FY24: Nil) towards share based payment expense)	707.20	1,214.29	-
Remuneration to Key managerial personnel	Pallavi Lingaraju (includes Rs. 23.87 lakhs (FY25: Rs. 0.73 lakhs) (FY24: Nil) towards share based payment expense)	83.30	8.61	-
Non-executive/Independent Director sitting fees	Abhishek Singhvi	25.00	21.00	15.00
Non-executive/Independent Director sitting fees*	Adesh Gupta	20.50	21.50	15.50
Non-executive/Independent Director sitting fees*	Gopalakrishna Gurrappa	-	6.00	11.50
Non-executive/Independent Director sitting fees*	Shashikala Ramachandra	19.50	12.00	-
Non-executive/Independent Director sitting fees*	Ravindra Prabhakar Sengaonkar	3.50	-	-
Employee transfer arrangement (in) (Employee benefit plan balances & ESOP reserve)	Finnovation Tech Solutions Private Limited	6.24	56.30	1,217.67
Employee transfer arrangement (out) (Employee benefit plan balances & ESOP reserve)	Finnovation Tech Solutions Private Limited	-	25.76	-

Dividend paid during the year	Finnov Private Limited	-	-	3,353.86
Buy-back of equity shares	Madhusudan Ekambaram	-	-	-
Buy-back of equity shares	Karthikeyan Krishnaswamy	-	-	-
Share issued during the year (refer Note 19(a) and 19(b))	Finnov Private Limited	-	-	2,263.04
Corporate gurantee fees	Finnovation Tech Solutions Private Limited	734.85	829.68	440.38
Issue of personal loan	Anish Gupta	-	-	1.60
Repayment received on personal loan	Anish Gupta	-	0.74	0.86
Finance cost	Finnov Private Limited	-	-	-
Finance cost	Madhusudan Ekambaram	43.82	23.01	40.73
Finance cost	Nutan Soudagar	9.38	9.47	8.42
Finance cost	Anil Veda	2.15	2.29	2.23
Finance cost	Vani Jain	3.61	2.85	2.16
Finance cost	Vibha Veda	2.15	2.51	2.50
Finance cost	Vivek Veda	27.60	29.98	11.16
Finance cost	Krishnaswamy Bhanumathi	-	3.90	6.94
Finance cost	Marappa Krishnaswamy	-	0.97	1.73
Finance cost	Sattanathan Viswanathan	-	-	2.41
Finance cost	Sreenidhi Sattanathan	-	1.36	5.41
Finance cost	Marappa Krishnaswamy HUF	16.53	7.67	-

Finance cost	Krishnaswamy Karthikeyan HUF	23.45	15.34	-
Finance cost	AV Consultancy Services	2.34	0.90	-
Issue of non-convertible debentures	Madhusudan Ekambaram	-	300.00	400.00
Issue of non-convertible debentures	Nutan Soudagar	-	80.00	-
Issue of non-convertible debentures	Anil Veda	-	20.00	20.00
Issue of non-convertible debentures	Vani Jain	-	30.00	20.00
Issue of non-convertible debentures	Vibha Veda	-	20.00	20.00
Issue of non-convertible debentures	Vivek Veda	-	260.00	100.00
Issue of non-convertible debentures	Krishnaswamy Bhanumathi	-	-	80.00
Issue of non-convertible debentures	Marappa Krishnaswamy	-	-	20.00
Issue of non-convertible debentures	Sreenidhi Sattanathan	-	-	50.00
Issue of non-convertible debentures	Marappa Krishnaswamy HUF	-	100.00	-
Issue of non-convertible debentures	Krishnaswamy Karthikeyan HUF	-	200.00	-
Issue of non-convertible debentures	AV Consultancy Services	-	20.00	-
Redemption of non-convertible debentures	Krishnaswamy Karthikeyan HUF	200.00	-	-
Redemption of non-convertible debentures	Marappa Krishnaswamy HUF	100.00	-	-
Redemption of non-convertible debentures	AV Consultancy Services	20.00	-	-
Redemption of non-convertible debentures	Madhusudan Ekambaram	300.00	-	400.00
Redemption of non-convertible debentures	Nutan Soudagar	80.00	-	70.00
Redemption of non-convertible debentures	Anil Veda	20.00	20.00	10.00

Redemption of non-convertible debentures	Vani Jain	30.00	20.00	-
Redemption of non-convertible debentures	Vivek Veda	260.00	100.00	20.00
Redemption of non-convertible debentures	Vibha Veda	20.00	20.00	20.00
Redemption of non-convertible debentures	Krishnaswamy Bhanumathi	-	80.00	-
Redemption of non-convertible debentures	Marappa Krishnaswamy	-	20.00	-
Redemption of non-convertible debentures	Sattanathan Viswanathan	-	-	20.00
Redemption of non-convertible debentures	Sreenidhi Sattanathan	-	50.00	-
Corporate guarantees received	Finnovation Tech Solutions Private Limited	97,500.00	87,578.29	61,352.40
Contribution to post employment benefit plan trust	Krazybee Services Private Limited Group Gratuity Trust Fund	354.43	376.36	-
Processing and verification expenses	Digitap.AI Enterprise Solutions Pvt Ltd	1,487.73	-	-

5. Summary of reservations or qualifications or adverse remarks of auditors in the last 5 (five) financial years immediately preceding the year of issue of private placement basis offer cum application letter and of their impact on the financial statements and financial position of the Company and the corrective steps taken and proposed to be taken by the Company for each of the said reservations or qualifications or adverse remark	Nil
6. Details of any inquiry, inspections or investigations initiated or conducted under the Companies Act or any previous company law in the last 3 (three) years immediately preceding the year of issue of Private Placement offer cum application letter in the case of the Company and all of its subsidiaries and if there were any prosecutions filed (whether pending or not) fines imposed, compounding of offences in the last 3 (three) years immediately preceding the year of the Private Placement offer cum application letter and if so, section-wise details thereof for the Company and all of its subsidiaries.	Nil
7. Details of acts of material frauds committed against the Company in the last 3 (three) years, if any, and if so, the action taken by the company	Not Applicable

E. Financial Position of the Company:

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

<table>
<tr><td>The authorised, issued, subscribed and paid up capital (number of securities, description and aggregate nominal value)</td><td>
<table>
<tr><th>Share Capital</th><th>No of Shares</th><th>INR</th></tr>
<tr><td>Authorised Share Capital</td><td></td><td></td></tr>
<tr><td>Equity Shares of INR 10/- each</td><td>35,30,00,000</td><td>353,00,00,000</td></tr>
<tr><td>Compulsory Convertible Preference Shares of INR 18,000/- each</td><td>5,60,000</td><td>1008,00,00,000</td></tr>
<tr><td>Compulsory Convertible Preference Shares of INR 10/- each</td><td>10,00,00,000</td><td>100,00,00,000</td></tr>
<tr><td>TOTAL</td><td>45,35,60,000</td><td>14,61,00,00,000</td></tr>
<tr><td>Issued, Subscribed and Fully Paid- up</td><td></td><td></td></tr>
<tr><td>Equity Shares of INR 10 each, fully paid-up</td><td>22,82,49,400</td><td>228,24,94,000</td></tr>
<tr><td>Compulsory Convertible Preference Shares of INR 18,000/- each</td><td>4,77,866</td><td>860,15,88,000</td></tr>
<tr><td>Compulsory Convertible Preference Shares of INR 10/- each</td><td>5,71,56,499</td><td>57,15,64,990</td></tr>
<tr><td>TOTAL</td><td>2,85,88,3765</td><td>1145,56,46,990</td></tr>
</table>
</td></tr>
<tr><td>Size of the Present Offer</td><td>Issuance of up to 15,000 (Fifteen Thousand) senior, secured, listed, rated, taxable, transferable, redeemable, non-convertible debentures of the face value of INR 1,00,000/- (Indian Rupees One Lakh Only) each aggregating to INR 150,00,00,000/- (Indian Rupees One Hundred and Fifty Crore Only) (“Debentures”/“NCDs”) comprising of:
(a) a base issue of up to 10,000 (Ten Thousand) senior, secured, listed, rated, taxable, transferable, redeemable, non-convertible debentures of the face value of INR 1,00,000/- (Indian Rupees One Lakh Only) each aggregating to INR 100,00,00,000/- (Indian Rupees One Hundred Crore Only); and
(b) a green shoe option of up to 5,000 (Five Thousand) senior, secured, listed, rated, taxable, transferable, redeemable, non-convertible debentures of the face value of INR 1,00,000/- (Indian Rupees One Lakh Only) each aggregating to INR 50,00,00,000/- (Indian Rupees Fifty Crore Only) (“Green Shoe Option”).</td></tr>
<tr><td>Paid-up Capital:
a) After the offer:
b) After the conversion of Convertible Instruments (if applicable)</td><td>No Change, since the offer pertains to issuance of Non-Convertible Debentures</td></tr>
<tr><td>Share Premium Account:
a) Before the offer (In Lakhs):
b) After the offer (In Lakhs):</td><td>No Change, since the offer pertains to issuance of Non-Convertible Debentures</td></tr>
</table>

Details of the existing share capital of the Issuer in tabular form, indicating therein with regard to each allotment, the date of the allotment, the number of shares allotted, the face value of the shares allotted, the price and the form of consideration.:

Date of Allotment	No. of Shares allotted	Face value of shares	Issue Price	Form of Consideration
March 16, 2016	10	10/-	10	Cash
March 16, 2016	9990	10/-	10	Cash
August 16, 2016	10408	10/-	3162	Cash
July 28, 2017	18822	10/-	3162	Cash
November 17, 2017	88312	10/-	3162	Cash
September 12, 2018	41468	10/-	3500	Cash
November 15, 2018	144440	10/-	3500	Cash
January 11, 2019	100665	10/-	3500	Cash
March 1, 2019	203171	10/-	3500	Cash
March 28,2019	39240	10/-	3500	Cash
July 30, 2019	99807	10/-	3500	Cash
March 26, 2021	3,13,900	10/-	6700	Cash
September 02, 2021	53,619	10/-	6880	Conversion of ECB to equity shares
December 02, 2022	1,42,260	18,000/-	24,175.13	Cash
December 08, 2022	24,202	18,000/-	24,175.13	Cash
January 18, 2023	2,03,507	18,000/-	24,175.13	Cash
January 27, 2023	19,680	18,000/-	24,175.13	Cash
November 29, 2023	9361	10/-	24,175.13	Cash
March 27, 2024	58,105	18000/-	24,175.13	Cash
March 28, 2024	30,112	18000/-	24,175.13	Cash
April 16, 2025	22,43,35,486	10/-	-	Bonus issue
July 20, 2025	10,826	10/-	-	ESOP Allotment
July 20, 2025	21,54,374	10/-	-	Bonus Allotment pursuant to ESOP
April 13, 2026	95,32,858	10/-	235.45/-	Cash
April 21, 2026	3,20,72,141	10/-	235.45/-	Cash
April 21, 2026	3,107	10/-	31,070/-	ESOP allotment
April 21, 2026	6,18,293	10/-	Nil	Bonus Allotment pursuant to ESOP
April 24, 2026	42,39,932	10/-	235.45/-	Cash
April 28, 2026	28,12,209	10/-	235.45/-	Cash
June 15, 2026	84,99,359	10/-	235.45/-	Cash

Shareholding pattern of the Issuer

Equity Shares:

Sl. No.	Name of the Shareholder / Particulars	Class	Total Number of equity shares	Total percentage (%) of Shareholding	Number of shares held in Demat Form
1	PI Opportunities Fund-II	Equity	28,27,000	1.24	28,27,000
2	India Business Excellence Fund IV	Equity	63,88,400	2.80	63,88,400

3	Motilal Oswal Finvest Limited	Equity	12,42,460	0.54	12,42,460
4	Wiseanya Limited	Equity	38,93,800	1.71	38,93,800
5	Atul Gupta	Equity	3,66,600	0.16	3,66,600
6	Rajesh Ramaiah	Equity	4,58,200	0.20	4,58,200
7	Newquest Asia Fund IV (Singapore) Pte. Limited.	Equity	5,36,26,800	23.49	5,36,26,800
8	PI Opportunities Fund I	Equity	5,24,16,800	22.96	5,24,16,800
9	Alpine Opportunity Fund IV L.P.	Equity	3,27,27,000	14.34	3,27,27,000
10	Business Excellence Trust III	Equity	2,40,69,600	10.55	2,40,69,600
11	Madhusudan Ekambaram	Equity	1,40,91,845	6.17	1,40,91,845
12	Mirae Asset - Naver Asia Growth Investment Pte. Ltd.	Equity	1,07,98,000	4.73	1,07,98,000
13	Alpine Opportunity Fund I L.P.	Equity	57,55,200	2.52	57,55,200
14	Unitary Fund	Equity	41,83,073	1.83	41,83,073
15	Krishnaswamy Karthikeyan	Equity	45,45,070	1.99	45,45,070
16	India SME Investments -Fund I	Equity	14,01,200	0.61	14,01,200
17	ICICI Bank Ltd	Equity	13,21,800	0.58	13,21,800
18	Fincrest Management Advisors Pte. Ltd.	Equity	12,43,000	0.54	12,43,000
19	Micro Labs Limited	Equity	7,05,946	0.31	7,05,946
20	Pramit Shashikant Jhaveri and Mukta Jhaveri	Equity	2,85,000	0.12	2,85,000
21	Rahul Garg	Equity	2,67,000	0.12	2,67,000
22	Manoj Jaiswal	Equity	2,47,400	0.11	2,47,400
23	T K Kurien	Equity	2,05,800	0.09	2,05,800
24	Straits Strategic Advisors India LLP	Equity	1,34,600	0.06	1,34,600
25	Molecule Ventures LLP	Equity	1,24,579	0.05	1,24,579
26	Nattanmai Venkataraman Saravanan	Equity	1,06,400	0.05	1,06,400
27	Nagarajan Kuppan	Equity	1,04,800	0.05	1,04,800
28	Rajat Garg	Equity	67,400	0.03	67,400
29	Ikram Noor Jaffer	Equity	45,800	0.02	45,800
30	Kollengode Ramanathan Lakshminarayana	Equity	45,800	0.02	45,800
31	Arpit Sharma	Equity	27,400	0.01	27,400

32	Rahul Bajpai	Equity	24,200	0.01	24,200
33	Aayush Singhal	Equity	18,400	0.01	18,400
34	Rohit Muthoo	Equity	18,400	0.01	18,400
35	Ajitesh Murali Nair	Equity	18,400	0.01	18,400
36	Vardaan Ahluwalia	Equity	15,200	0.01	15,200
37	Senthil Kumar Thangavelu	Equity	14,200	0.01	14,200
38	Seethalakshmy Narayanan	Equity	9,000	0.00	9,000
39	India SME Investments Fund II	Equity	29,95,730	1.31	29,95,730
40	Intelligo Bank Ltd	Equity	14,11,927	0.62	14,11,927
41	Vivek Veda		170	0.00	170
	Total		**22,82,49,400**	**100.00**	**22,82,49,400**

Series D Compulsorily Convertible Preference Shares **("Series D CCPS")**

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

Series E Compulsorily Convertible Preference Shares and Series E1 Compulsorily Convertible Preference Shares **("Series E and E1 CCPS")**

Sl. No.	Name of the Shareholder / Particulars	Class	Total Number of Series E and Series E1 CCPS	Total percentage (%) of Shareholding	Number of shares held in Demat Form
1	PI Opportunities Fund-II	Series E and Series E1 CCPS	66,28,583	11.60	66,28,583

2	India Business Excellence Fund IV	Series E and Series E1 CCPS	1,55,309	0.27	1,55,309
3	India Business Excellence Fund V	Series E and Series E1 CCPS	1,73,99,822	30.44	1,73,99,822
4	India Business Excellence Fund IV G	Series E and Series E1 CCPS	26,56,900	4.65	26,56,900
5	India Business Excellence Fund V G	Series E and Series E1 CCPS	15,51,815	2.72	15,51,815
6	Motilal Oswal Finvest Limited	Series E CCPS	20,19,026	3.53	20,19,026
7	Wiseanya Limited	Series E and Series E1 CCPS	1,10,23,824	19.29	1,10,23,824
8	APMH GE II P/S	Series E and Series E1 CCPS	42,39,932	7.42	42,39,932
9	Whiteoak Capital India Opportunities Fund	Series E and Series E1 CCPS	28,26,621	4.95	28,26,621
10	Hornbill Tech Investments Limited	Series E CCPS	84,99,359	14.87	84,99,359
11	Atul Gupta	Series E and Series E1 CCPS	77,654	0.14	77,654
12	Rajesh Ramaiah	Series E and Series E1 CCPS	77,654	0.14	77,654
Total			**5,71,56,499**	**100.00**	**5,71,56,499**

The number and price at which each of the allotments were made in the last one year preceding the date of the private placement offer cum application letter:	The details of allotments made in the last one financial year preceding the date of the private placement offer cum application letter is annexed as **Annexure V**
Profits of the Company, before and after making provision for tax, for the 3 (three) financial years immediately preceding the date of circulation of private placement Offer cum Application Letter	see table below

FY	PBT (in INR Cr)	PAT (in INR Cr)
FY 2026	641.01	478.54
FY 2025	296.81	221.22
FY 2024	268.39	200.36

Dividends declared by the Company in respect of the said 3 (three) financial years; interest coverage ratio for last three years (cash profit after tax plus interest paid/interest paid)	The Company had declared Interim Dividend in the FY 23-24.
A summary of the financial position of the Company as in the 3 (three) audited balance sheets immediately preceding the date of circulation of this Private Placement Offer cum Application Letter	**Annexure II**
Audited Cash Flow Statement for the 3 (three) years immediately preceding the date of circulation of this private placement Offer cum Application Letter	**Annexure II**
Any change in accounting policies during the last 3 (three) years and their effect on the profits and the reserves of the Company	No such changes taken place in last 3 (three) years.

F. DECLARATION BY THE DIRECTOR THAT

a. The Company has complied with the provisions of the Companies Act, 2013 and the rules made thereunder;

b. The compliance with the Companies Act 2013 and the rules does not imply that payment of dividend or interest or repayment of the Debentures, if applicable, is guaranteed by the Central Government;

c. the monies received under the Offer shall be used only for the purposes and objects indicated in this Private Placement Offer cum Application Letter;

I am authorized by the Board of the Company *vide* resolution no. 7 dated August 18, 2026, to sign this form and declare that all the requirements of Companies Act, 2013 and the rules made thereunder in respect of the subject matter of this form and matters incidental thereto have been complied with.

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

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

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

Authorized Signatory
Name: Vivek Veda
Designation: Director
DIN: 07560229
Date: August 20, 2026
Place: Bengaluru

Enclosed
Copy of Shareholders Resolution
Copy of Board Resolution

PART – B
(To Be filled by the applicant)

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

Authorised Signatory

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

ANNEXURE - I		
DETAILS OF BRANCHES/SALES OFFICES OR UNITS		
Sl. No.	**Address**	**Category**
1	5th Floor, Ajaneya Techno Park, No. 147, HAL Old Airport Road, ISRO Colony, Kodihalli, Bengaluru- 560008, Karnataka	Tech-Back Office
2	3rd Floor, Champak Pragathi Towers, No. 3/2, Hosur Main Road, Bommanahalli, Bengaluru- 560068, Karnataka	Operations-Back Office
3	KRD Gee Gee Crystal, 4th Floor, B-Wing, No. 91-92, R K Salai, Mylapore, Chennai- 600004, Tamil Nadu	Branch Office
4	Meriside Heights, Pai Layout Entrance, Nagavarapalya Village, Benniganahalli Dhakale, K.R. Puram Hobli, Bengaluru East, Bengaluru, Karnataka	Operations-Back Office
5	2nd Floor, No. 1466/ 1266, Patel Muniyappa Complex, Opposite Bus Stand, Nelmangala, B H Road, Bengaluru-562123, Karnataka	LAP Marketing office
6	Arya, Shop No. 5, 1st Floor, Above Eye+Opticians, College Road, Opposite to Forest Office, M V Extension, Hoskote, Bengaluru-562114, Karnataka	LAP Marketing office
7	No. 728, Ramaiah Complex, 2nd Floor, Jalahalli Cross, Peenya, Bengaluru- 560057	LAP Marketing office
8	Sanhasa Square, Bharathi Park, 3rd Cross, SAHS Post, Coimbatore-641043, Tamil Nadu	Sales Back Office
9	INNOV8, Regal Building, 69, Connaught Cir, Hanuman Road Area, Connaught Place, New Delhi, Delhi 110001, New Delhi	Sales Back Office
10	Level 1, Unit 2, Sy No. 83/1, Plot No. 2, Inorbit Mall Road, Raidurg Village, Hi-Tech City, Hyderabad- 500081, Telangana	Sales Back Office
11	No. 2232, 2nd Floor, LIG 3rd Phase, 16th B Cross, K.H.B, Yelahanka New Town, Yelahanka, Bengaluru- 560064, Karnataka	Sales Back Office
12	No. 1, Ground Floor, Navarathna Garden, Doddakallasandra, Kanakapura Road, Bengaluru- 560062, Karnataka	Sales Back Office
13	No. 41/8, 1st Floor, Gandhi Road, Tambaram, Chennai- 600045, Chennai	Sales Back Office
14	4th Floor, Champak Pragathi Towers, No. 3/2, New Property No. 23/2, Khata No. 1067, Survey No. 3, Hosur Main Road, Bommanahalli, Bengaluru- 560068, Karnataka	Operations-Back Office
15	10th Floor, Plot No. E/3, Khata No. 612, Infinia Tower, Chandrasekharpur, Infocity, Bhubaneswar- 751024, Odisha	Branch Office
16	4th Floor, Tower Ashiyana Building, Door No. 10-12-1/A, Ward No. 19, Rednam Gardens, Ram Nagar, Visakhapatnam- 530001, Andhra Pradesh	Operations-Back Office
17	House No. 4089/45, 46 and 47, 3rd Floor, Pet Baseerbagh, Quthbullapur, Hyderabad- 500067, Telangana	LAP Marketing office
18	No. 2588, 1st Floor, Avadi Byepass Road, Thiruvallur-602001, Tamil Nadu	LAP Marketing office
19	No. 399, 3rd Floor, 14th Main, Saraswathipuram, Mysuru- 570009, Karnataka	LAP Marketing office

20	C-874, H No. 6-3-2379, 1st Floor, NGOs Colony, Vanasthalipuram, Near Area Hospital, Hyderabad- 500070, Telangana	LAP Marketing office
21	No. 613, 614, 1st Floor, Trunk Road, Poonamallee, Chennai- 600056, Tamil Nadu	LAP Marketing office
22	PID No. 18709, Old 1856, New 839, AGM Arcade, 1st Floor, M G Road, 1st Cross, Ward 17, Tumkur- 572101, Karnataka	LAP Marketing office
23	No. 7, 1st Floor, Thiyagarajan Street, Pondicherry- 605001, Tamil Nadu	LAP Marketing office
24	New No. 42, Old No. 17, Dr. Varadharajan Street, Vedachalam Nagar, Chengalpattu- 603001, Tamil Nadu	LAP Marketing office
25	Plot No. 15, East Side Part, No. 195, Ground Floor, Mayuri Nagar Colony, Ramachandrapuram, Hyderabad, Sangareddy, Telangana- 502032	LAP Marketing office
26	No. 291, 2nd Floor, GNT Road, Redhills-600052, Tamil Nadu	LAP Marketing office
27	H. No. 10-23/5, Plot No. 104, 2nd Floor, Pothireddypally, Sangareddy- 502295, Telangana	LAP Marketing office
28	Shop No. 6, 2nd Floor, Panchusheela Arcade, 100 Feet Raod, 1st Cross, Gandhinagar, Mandya- 571401, Karnataka	LAP Marketing office
29	H.No. 3-335/1, 4th Floor, Rampally X Road, Nagaram, Keesara, Mandal, Medchal Malkajgiri- 500083, Telangana	LAP Marketing office
30	No. 4, 1st Floor, Railway Station Raod, Kanchipuram- 631501, Tamil Nadu	LAP Marketing office
31	Parvatheswara Complex, 1st Floor, Vijayapura Cross, Opposite to Jain Temple, Devanahalli, Bengaluru- 562110, Karnataka	LAP Marketing office
32	No. 1673/847/1&2, 2nd Floor, Ward No. 15, Chathra, Near Jnana Vikas Institute of Technology, Off Bangalore-Mysore Highway, Bidadi, Ramanagar Dist- 562109, Karnataka	LAP Marketing office
33	1-7-121, 1-7-122, 1st Floor, Station Road, Bhongir, Nalgonda- 508116, Telangana	LAP Marketing office
34	Santhosh Complex, No. 167/25-A, 2nd Floor, S S Layout, B-Block, Ring Road Circle, Davanagere- 577006, Karnataka	LAP Marketing office
35	Shri Banashankari Complex, No. 250/2B, 2nd Floor, Near Shivashakti Palace, Vidy Nagar, PB Road, Haveri- 581110, Karnataka	LAP Marketing office
36	R Palani Complex, No. 7/1, 1st Floor, Arcot Road, Sathuvachari, Vellore- 632009, Tamil Nadu	LAP Marketing office
37	No. 1108, PID No. 3-1-512-77A, Old No. MIG-II-57-A, Channakeshava Arcade, 2nd Floor, NDRK College Circle, Near Mathrushree Kalyana Mantapa, Kuvempu Nagara, Hassan- 573201, Karanataka	LAP Marketing office
38	Property No. 13, Revenue Collection Area No. 13, Khata No. 797/797, Sharief Mansion, No. 48/4, 1st Floor, Vinayaka Nagar, 100 Feet Road, Opposite Blood Bank, Shivamogga- 577201, Karnataka	LAP Marketing office
39	Flat 103, Bearing Municipality Door No./ H.No.- 2-10-1460/1, 1st Floor, Opposite NPDCL Circle Office, On Jagital Highway Road, Karimnagar Municipality, Karimnagar- 505001, Telangana	LAP Marketing office

40	Nallammai Rangan Vallagam, No. 30-20, 2nd Floor, Salem Main Road, Rajaji Street, Suramangalam, Salem- 636005, Tamil Nadu	LAP Marketing office
41	Sree Aachi Tower, No. 409/2, 2nd Floor, Brough Road, Erode- 638011, Tamil Nadu	LAP Marketing office
42	No. 2, 1st Floor, Gandhi Nagar, Kavundampalayam, Coimbatore- 641030, Tamil Nadu	KBNBFC Tech Back Office
43	Ground Floor, Ajaneya Techno Park, No. 147, HAL Old Airport Road, ISRO Colony, Kodihalli, Bengaluru- 560008, Karnataka	LAP Marketing office
44	D. No. 6-29-19, Ground Floor, BrahmamGari Street, Lodge Center, Amaravathi Road, Guntur- 522007, Andhra Pradesh	LAP Marketing office
45	40-9-76/3, AVR Arcade, Ground Floor, Sai Nagar, Near Benz Circle, Vijaywada, NTR, Andhra Pradesh- 520010	LAP Marketing office
46	No. 2212, 2nd Floor, LIG, 3rd Stage, Yelahanka New Town, Yelahanka, Bengaluru- 5600064	LAP Marketing office
47	D No. 9-146/6A, 2nd Floor, MPDO Office Road, Near Ramanayyapeta Market, Kakinada- 533005, Andhra Pradesh	LAP Marketing office
48	No. 85-01-70/3, 3rd Floor, V.L Puram, Revenue Ward No. 40, Rajahmundry- 533101, Andhra Pradesh	LAP Marketing office
49	No. 143/41, 1st Floor, Salem Road, Namakkal- 637001, Tamil Nadu	LAP Marketing office
50	Office Spaces No. 505/2 and 507/2, bearing Municipal No. 6-3-1192/1/II/505/2&507/2, 5th Floor, Block-II, White House Building, Begumpet, Hyderabad- 500016	Branch Office
51	KBS Arcade, No. 2/1044, 2nd Floor, Jawahar Bazar, Kovai Main Road, Karur- 639001, Tamil Nadu	LAP Marketing office
52	No. 94, Ground Floor, Sathyamoorthy Nagar, SS Colony, Madurai South, Madurai- 625016, Tamil Nadu	LAP Marketing office
53	CS Plaza, No. 36, 1st Floor, Old Agraharam, Srinivasa Perumal Kovil Street, Tennur, Tiruchirapalli- 620017, Tamil Nadu	LAP Marketing office
54	BHIVE PLATINUM BKC, Mumbai, Unit 301, 3rd Floor, Wing-A, Inspire BKC Road, G Block BKC, Patthar Nagar, Bandra Kurla Complex, Mumbai- 400051, Maharashtra	Ops Sales Office
55	02nd Floor, Plot No. E/3, Khata No. 612, Infinia Tower, Chandrasekharpur, Infocity, Bhubaneswar- 751024, Odisha	Branch Office Extension
56	3rd and 4th Floor, Maruthi ONYX, #12, Doddanekundi Industrial Area, Phase II, Bengaluru- 560048, Karnataka	Operations Back Office
57	No. 154, 1st Floor, GT Street, Cottonpet Main Road, Kolar- 563101, Karnataka	LAP Marketing office

ANNEXURE II

Krazybee Services Limited *(Formerly known as Krazybee Services Private Limited)*
Balance sheet as at March 31, 2026
(All amounts are in Rs. Lakhs, unless otherwise stated)

S.No	Particulars	Note	As at March 31, 2026	As at March 31, 2025
	ASSETS			
(1)	**Financial assets**			
(a)	Cash and cash equivalents	3(i)	36,202.39	18,222.24
(b)	Bank balance other than (a) above	3(ii)	30,545.25	21,306.96
(c)	Trade receivables	4	3,700.83	1,443.36
(d)	Loans	5	9,36,614.65	5,64,920.66
(e)	Investments	6	3,943.01	-
(f)	Other financial assets	7	9,395.11	4,821.41
			10,20,401.24	**6,10,716.63**
(2)	**Non-financial assets**			
(a)	Current tax assets (net)	8	428.73	10.34
(b)	Deferred tax assets (net)	9	15,641.80	9,283.53
(c)	Property, plant and equipment	10	2,181.83	469.02
(d)	Right of use asset	37(ia)	4,287.25	2,012.94
(e)	Intangible assets	11	47.75	66.04
(f)	Other non-financial assets	12	2,306.81	2,313.17
			24,894.17	**14,155.04**
	TOTAL ASSETS		**10,45,295.41**	**6,24,871.67**
	LIABILITIES AND EQUITY			
(1)	**Financial liabilities**			
(a)	Trade payables			
	(i) total outstanding dues of micro enterprises and small enterprises	13(a)	1,323.58	987.59
	(ii) total outstanding dues of creditors other than micro enterprises and small enterprises	13(b)	21,370.61	12,905.86
(b)	Debt securities	14	3,12,323.64	1,61,635.21
(c)	Borrowings (other than debt securities)	15	3,97,373.56	1,98,673.94
(d)	Other financial liabilities	16	20,338.49	11,617.88
			7,52,729.88	**3,85,820.48**
(2)	**Non-financial liabilities**			
(a)	Current tax liabilities (net)	17	-	35.66
(b)	Provisions	18	1,558.76	723.97
(c)	Other non-financial liabilities	19	3,571.42	2,709.65
			5,130.18	**3,469.28**
(3)	**EQUITY**			
(a)	Equity share capital	20(b)	22,762.80	112.73
(b)	Instruments entirely equity in nature	20(b)	86,015.88	86,015.88
(c)	Other equity	21	1,78,656.67	1,49,453.30
			2,87,435.35	**2,35,581.91**
	TOTAL LIABILITIES AND EQUITY		**10,45,295.41**	**6,24,871.67**

The accompanying notes are an integral part of the financial statements.

In terms of our report attached

For **Walker Chandiok & Co LLP**
Chartered Accountants
Firm's Registration No.: 001076N/N500013

Varun R S
Partner
Membership No: 238900
Bengaluru
May 29, 2026

For and on behalf of the Board of Directors of
Krazybee Services Limited
(Formerly known as Krazybee Services Private Limited)
CIN: U65100KA2016PLC086990

Madhusudan Ekambaram
Director
DIN: 07442577
Bengaluru
May 29, 2026

Vivek Veda
Director
DIN: 07560229
Bengaluru
May 29, 2026

Pallavi Lingaraju
Company Secretary
Membership No: A56733
Bengaluru
May 29, 2026

Krazybee Services Limited *(Formerly known as Krazybee Services Private Limited)*
Statament of profit and loss for the year ended March 31, 2026
(All amounts are in Rs. Lakhs, unless otherwise stated)

Sl. No.	Particulars	Note	Year ended March 31, 2026	Year ended March 31, 2025
	Revenue from operations			
(i)	Interest income	22	1,97,718.87	1,58,966.07
(ii)	Fees and commission income	23	1,04,598.97	59,535.39
(iii)	Net gain on fair value changes	24	31.79	86.25
(iv)	Net gain on derecognition of financial instruments under amortised cost category	25	238.96	-
1	**Total revenue from operations**		**3,02,568.59**	**2,18,587.71**
2	Other income	26	248.29	95.75
3	**Total income (1 + 2)**		**3,02,836.88**	**2,18,683.46**
	Expenses			
(i)	Finance costs	27	58,626.14	37,520.32
(ii)	Fees and commission expense	28	21,372.23	17,144.72
(iii)	Impairment on financial instruments	29	90,079.63	76,213.35
(iv)	Employee benefits expenses	30	31,653.80	30,419.00
(v)	Depreciation and amortization expense	31	1,524.14	883.58
(vi)	Other expenses	32	35,480.19	26,821.61
4	**Total expenses**		**2,38,736.13**	**1,89,002.58**
5	**Profit before tax (3 - 4)**		**64,100.75**	**29,680.88**
	Tax expense:	33		
	(1) Current tax		22,650.37	9,895.23
	(2) Deferred tax		(6,308.22)	(2,314.04)
	(3) Tax in respect of earlier years		(95.49)	(21.98)
6	**Total tax expense**		**16,246.66**	**7,559.21**
7	**Profit for the year (5 - 6)**		**47,854.09**	**22,121.67**
8	**Other comprehensive income (OCI)**			
	(i) Items that will not be reclassified to profit or loss (Loss) on remeasurement of defined benefit plans		(198.86)	(26.23)
	(ii) Income tax relating to items that will not be reclassified to profit or (loss)		50.05	6.60
	Total other comprehensive (loss) for the year (net of tax)		**(148.81)**	**(19.63)**
9	**Total comprehensive income for the year (7 + 8)**		**47,705.28**	**22,102.04**
10	**Earnings per equity share**	34		
	Basic (Rs.)		14.84	6.89
	Diluted (Rs.)		13.88	6.49

Summary of material accounting policies 2

The accompanying notes are an integral part of the financial statements.

In terms of our report attached

For Walker Chandiok & Co LLP
Chartered Accountants
Firm's Registration No.: 001076N/N500013

Varun R S
Partner
Membership No: 238900
Bengaluru
May 29, 2026

WALKER CHANDIOK & CO LLP BENGALURU CHARTERED ACCOUNTANTS

For and on behalf of the Board of Directors of
Krazybee Services Limited
(Formerly known as Krazybee Services Private Limited)
CIN: U65100KA2016PLC086990

Madhusudan Ekambaram
Director
DIN: 07442577
Bengaluru
May 29, 2026

Vivek Veda
Director
DIN: 07560229
Bengaluru
May 29, 2026

Pallavi Lingaraju
Company Secretary
Membership No: A56733
Bengaluru
May 29, 2026

KRAZYBEE SERVICES LIMITED Bangalore

Krazybee Services Limited *(Formerly known as Krazybee Services Private Limited)*
Statement of cash flows for year ended March 31, 2026
(All amounts are in Rs Lakhs, unless otherwise stated)

Particulars	Note	Year ended March 31, 2026	Year ended March 31, 2025
Cash flow from operating activities:			
Profit before tax		**64,100.75**	**29,680.68**
Adjustments for:			
Interest on loans	22	(1,95,850.87)	(1,57,849.06)
Interest on deposits with banks	22	(1,827.04)	(1,091.06)
Interest income on security deposits	22	(38.65)	(25.95)
Interest on treasury bills	22	(2.31)	-
Realised gain on sale of investments	24	(31.79)	(86.25)
Net gain on derecognition of financial instruments	25	(238.96)	-
Depreciation and amortization expense	31	1,524.14	883.58
Impairment on financial instruments	29	90,079.63	76,213.35
Sharebased payment expense	30	4,147.08	8,101.39
Finance cost other than interest on lease liabilities	27	58,196.33	37,213.19
Interest on lease liabilities	27	429.81	307.13
Cash inflow from interest on loans		1,95,231.15	1,59,367.82
Cash outflow towards finance cost		(58,951.79)	(38,018.97)
Cash generated from operations before working capital changes		**1,56,767.48**	**1,14,696.05**
Working capital changes:			
Changes in loans		(4,41,468.52)	(1,86,319.45)
Changes in trade receivables		(2,257.47)	(1,027.09)
Changes in other financial assets		(4,472.27)	374.71
Changes in other non-financial assets		55.44	499.53
Changes in trade payables		8,800.74	1,525.79
Changes in provisions		635.93	(78.69)
Changes in other financial liabilities		(13,308.57)	1,518.67
Changes in other non-financial liabilities		861.77	1,157.33
Cash (used in) operations		**(2,94,385.47)**	**(67,663.15)**
Income tax paid (net)		(23,094.07)	(8,853.75)
Net cash (used in) operating activities (A)		**(3,17,479.54)**	**(76,506.90)**
Cash flow from investing activities:			
Purchase of property, plant and equipment and intangible assets		(2,220.88)	(394.42)
Proceeds form sale of property, plant and equipment and intangible assets		-	0.05
Investments in mutual funds		(1,08,500.00)	(1,14,000.00)
Proceeds from sale of investments in mutual funds		1,08,531.79	1,14,086.25
Investments in treasury bills		(3,940.70)	-
Investments in fixed deposits		24,932.97	14,875.06
Proceeds from redemption/ maturity of fixed deposits		(34,073.71)	(28,861.36)
Interest on deposits with banks		1,731.49	1,115.66
Net cash (used in) from investing activities (B)		**(13,539.04)**	**(13,178.74)**
Cash flow from financing activities:			
Proceeds from issue of equity share capital (including securities premium)		1.08	-
Proceeds from issue of debt securities		3,00,423.32	1,56,037.54
Repayment of debt securities		(1,49,157.50)	(1,13,902.82)
Proceeds from borrowings (other than debt securities)		4,55,074.94	2,90,834.95
Repayment of borrowings (other than debt securities)		(2,88,631.70)	(2,56,050.24)
Movement in overdraft (net)		32,519.59	10,255.73
Payment of principal portion of lease liability		(801.19)	(470.32)
Payment of interest on lease liability		(429.81)	(307.13)
Net cash generated from financing activities (C)		**3,48,998.73**	**86,397.71**
Net change in cash and cash equivalents (A + B + C)		**17,980.15**	**(3,287.93)**
Cash and cash equivalents at the beginning of the year	3	18,222.24	21,510.17
Cash and cash equivalents at the end of the year*	3	**36,202.39**	**18,222.24**

*Cash and cash equivalents presented in the cash flow statement consist of cash on hand and unencumbered & highly liquid bank balances and investments. Also refer note 46.

Refer note 43 for change in liabilities arising from financing activities.

In terms of our report attached

For Walker Chandiok & Co LLP
Chartered Accountants
Firm's Registration No.: 001076N/N500013

Varun R S
Partner
Membership No: 238900
Bengaluru
May 29, 2026

For and on behalf of the Board of Directors of
Krazybee Services Limited
(Formerly known as Krazybee Services Private Limited)
CIN: U65100KA2016PLC086990

Madhusudan Ekambaram
Director
DIN: 07442577
Bengaluru
May 29, 2026

Vivek Veda
Director
DIN: 07560229
Bengaluru
May 29, 2026

Pallavi Lingaraju
Company Secretary
Membership No: A56733
Bengaluru
May 29, 2026

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

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

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

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

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

TATTVAM & CO. FRN:015048N NEW DELHI Chartered Accountants

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

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

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

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

KRAZYBEE SERVICES PVT. LTD. Bangalore

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

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

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

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

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

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

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

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

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

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

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

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

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

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

TATTVAM & CO. FRN:015048N NEW DELHI Chartered Accountants

KRAZYBEE SERVICES PVT. LTD. Bangalore

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

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

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

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

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

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

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

As per our report of even date
For ASC & Associates
Chartered Accountants
Firm Registration No: [illegible]

ASC ASSOCIATES NEW DELHI Chartered Accountants

CA Denesh Singh
Partner
Membership No: 097345
Place: New Delhi
Date: May 29, 2024
UDIN: 24097345BKHGXK6499

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

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

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

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

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

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

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

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

ASC & ASSOCIATES NEW DELHI Chartered Accountants

Denesh Singh
Partner
Membership No: 097345
Place: New Delhi
Date: May 29, 2024
UDIN: 24097345BKHGXK6499

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

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

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

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

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

Particulars	Year ended March 31, 2024	Year ended March 31, 2023
Cash flow from operating activities:		
Profit before tax	26,838.67	8,749.77
Adjustments for:		
Interest income	(122,091.16)	(47,275.83)
Depreciation and amortization expense	364.67	165.15
Interest income from investments	(492.25)	(499.15)
Realised gain on sale of investments	(463.58)	(423.79)
Unrealised gain on sale of investments	-	(27.81)
Impairment on financial instruments	[illegible]	[illegible]
Share based payment expense	6,062.97	241.49
Finance cost	23,403.66	15,352.56
Interest income on security deposits	(11.30)	(5.83)
Interest on lease liability	106.48	37.09
Cash inflow from interest on loans	117,530.42	50,001.92
Cash outflow towards finance cost	(23,001.61)	(14,405.93)
Cash generated from operations before working capital changes	**71,435.20**	**36,762.86**
Working capital changes:		
Decrease in bank balances other than cash and cash equivalents	-	35.91
(Increase) in loans	(262,282.92)	(147,951.83)
Decrease in trade receivables	2,250.13	6,874.15
Decrease / (Increase) in other financial assets	727.32	(1,470.18)
(Increase) in other non-financial assets	(1,117.06)	(1,492.77)
Increase in trade payables	10,768.59	1,358.87
Increase in provisions	537.75	104.87
Increase in other financial liabilities	5,768.96	274.51
Increase in other non-financial liabilities	1,206.32	155.81
Cash (used in) operations	**(170,705.71)**	**(105,347.80)**
Income tax paid (net of refunds)	(10,990.31)	(3,828.48)
Net cash flows (used in) operating activities (A)	**(181,696.02)**	**(109,176.28)**
Cash flow from investing activities:		
Purchase of property, plant and equipment and intangible assets	(384.19)	(41.46)
Sale of property, plant and equipment and intangible assets	0.21	0.81
Purchase of investment in mutual funds	(347,900.00)	(266,443.00)
Proceeds from liquidation of investment in mutual fund	361,556.73	259,899.42
Net investments in fixed deposits	(2,486.00)	(3,661.82)
Interest received on investments	475.86	463.24
Net cash (used in)/generated from investing activities (B)	**11,262.61**	**(9,782.81)**
Cash flow from financing activities:		
Issue of CCPS (including securities premium & net of share issue expenses)	20,974.17	92,390.85
Proceeds from issue of equity share capital (including security premium)	2,263.04	-
Buy back of equity shares (including related income tax)	-	(724.11)
Debt securities issued	134,495.00	86,855.00
Debt securities repaid	(86,287.57)	(42,477.54)
Borrowings other than debt securities raised	424,591.07	168,701.24
Borrowings other than debt securities repaid	(328,588.36)	(165,036.14)
Dividends paid (including related income tax)	(3,354.56)	-
Payment of lease liability	(343.35)	(172.19)
Net cash generated from financing activities (C)	**163,749.44**	**139,537.11**
Net increase / (decrease) in cash and cash equivalents (A + B + C)	**(6,683.97)**	**20,578.02**
Cash and cash equivalents at the beginning of the period	28,194.14	7,616.12
Cash and cash equivalents at the end of the year*	**21,510.17**	**28,194.14**

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

As per our report of even date
For ASC & Associates
Chartered Accountants
Firm Registration No: 011C[illegible]

Denesh Singh
Partner
Membership No: 097345
Place: New Delhi
Date: May 29, 2024
UDIN: 24097345BKHGXK6499

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

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

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

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

Annexure III

Board Resolution: 09th February 2026

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KrazyBee Services Limited

CERTIFIED TRUE COPY OF THE RESOLUTION DULY PASSED AT THE MEETING OF BOARD OF DIRECTORS OF KRAZYBEE SERVICES LIMITED (FORMERLY KNOWN AS "KRAZYBEE SERVICES PRIVATE LIMITED") HELD ON MONDAY, 09TH FEBRUARY 2026 AT #147, GROUND FLOOR, ANJANEYA TECHNO PARK, OLD HAL AIRPORT ROAD, KODIHALLI, BENGALURU - 560008

1. **Approval for the overall borrowing limits of the Company under Section 180(1)(c) of the Companies Act, 2013**

"**RESOLVED THAT** in supersession to the resolution passed by the Board of Directors on June 25, 2025, pursuant to the provisions of 180(1)(c) and other applicable provisions, if any, of the Companies Act, 2013 and the rules made thereunder, including any statutory modifications or re-enactments thereof for the time being in force (the "Act"), the Foreign Exchange Management Act, 1999, as amended, rules, regulations, guidelines, notifications, clarifications and circulars, if any, prescribed by the Government of India, all applicable regulations, directions, guidelines, circulars and notifications of the Reserve Bank of India ("RBI"), the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations 2015, as amended and the Securities and Exchange Board of India (Issue and Listing of Non-Convertible Securities) Regulations, 2021, or Reserve Bank of India (Non-Banking Financial Companies – Miscellaneous) Directions, 2025, and in accordance with the Memorandum of Association and the Articles of Association of the Company and the listing agreements entered into with the stock exchange (the "Stock Exchange") where the securities of the Company may be listed, and subject to the approval of the Shareholders of the Company, consent of the Board of Directors be and is hereby accorded, to borrow from time to time, including through issuance of secured or unsecured, convertible and/or nonconvertible debentures (including any sub-debts), bonds (including Foreign Currency Convertible Bonds or FCCBs), commercial papers, refinancing from banks, term loans, working capital demand loans, cash credit, secured or unsecured intercorporate deposits/loans, or any other form of debt or money market instruments, as may be deemed appropriate, from banks/NHB/financial institutions/ lending institutions, or other persons, on such terms and conditions as the Board may determine, with a view to augment the business of the Company, up to an amount not exceeding ***INR 100,00,00,00,000/- (Indian Rupees Ten Thousand Crores Only)***, notwithstanding that the money to be borrowed together with the monies already borrowed by the Company (apart from temporary loans obtained from the Company's bankers in the ordinary course of business), may exceed, at any time, the aggregate of the paid-up capital of the Company and its free reserves, that is to say, reserves not set apart for any specific purpose and securities premium;

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

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

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

2. **Approval of the overall borrowing limits of the Company under Section 180(1)(c) of the Companies Act, 2013**

"**RESOLVED THAT** in supersession to the resolution passed by the Board of Directors on June 25, 2025, pursuant to the provisions of 180(1)(c) and other applicable provisions, if any, of the Companies Act, 2013 and the rules made thereunder, including any statutory modifications or re-enactments thereof for the time being in force (the "Act"), the Foreign Exchange Management Act, 1999, as amended, rules, regulations, guidelines, notifications, clarifications and circulars, if any, prescribed by the Government of India, all applicable regulations, directions, guidelines, circulars and notifications of the Reserve Bank of India ("RBI"), the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements)

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Regulations 2015, as amended and the Securities and Exchange Board of India (Issue and Listing of Non-Convertible Securities) Regulations, 2021, or Master Direction – Reserve Bank of India (Non-Banking Financial Company – Scale Based Regulation) Directions, 2023 dated October 19, 2023, and in accordance with the Memorandum of Association and the Articles of Association of the Company and the listing agreements entered into with the stock exchange (the "Stock Exchange") where the securities of the Company may be listed, and subject to the approval of the Shareholders of the Company, consent of the Board of Directors be and is hereby accorded, to borrow from time to time, including through issuance of secured or unsecured, convertible and/or nonconvertible debentures (including any sub-debts), bonds (including Foreign Currency Convertible Bonds or FCCBs), commercial papers, refinancing from banks, term loans, working capital demand loans, cash credit, secured or unsecured intercorporate deposits/loans, or any other form of debt or money market instruments, as may be deemed appropriate, from banks/NHB/financial institutions/ lending institutions, or other persons, on such terms and conditions as the Board may determine, with a view to augment the business of the Company, up to an amount not exceeding ***INR 100,00,00,00,000/- (Indian Rupees Ten Thousand Crores Only)***, notwithstanding that the money to be borrowed together with the monies already borrowed by the Company (apart from temporary loans obtained from the Company's bankers in the ordinary course of business), may exceed, at any time, the aggregate of the paid-up capital of the Company and its free reserves, that is to say, reserves not set apart for any specific purpose and securities premium;

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

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

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

// Certified True Copy //

For Krazybee Services Limited
(formerly known as "Krazybee Services Private Limited")

PALLAVI LINGARAJU
Digitally signed by PALLAVI LINGARAJU
Date: 2026.04.16 15:54:21 +05'30'

Pallavi Lingaraju
Company Secretary
M No. 56733

KrazyBee Services Limited (Formerly known as KrazyBee Services Pvt. Ltd.) CIN No. U65100KA2016PLC086990
Regd. Office - 3rd Floor, No. 128/9, Maruthi Sapphire, HAL Airport Road, Murugesh Palya, Bangalore - 560017
www.kbnbfc.in 080-44292555 reachus@kbnbfc.in

Board Resolution: 29th May 2026

KBNBFC
KrazyBee Services Limited

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED BY THE BOARD OF DIRECTORS OF KRAZYBEE SERVICES LIMITED (FORMERLY KNOWN AS "KRAZYBEE SERVICES PRIVATE LIMITED") IN THEIR MEETING HELD ON MONDAY, AUGUST 10, 2026 AT #147, GROUND FLOOR, ANJANEYA TECHNO PARK, OLD HAL AIRPORT ROAD, KODIHALLI, BENGALURU – 560008, WHERE REQUIRED QUORUM WAS PRESENT.

REVIEW AND APPROVE DELEGATION OF THE BORROWING POWERS FOR THE ISSUANCE OF NON-CONVERTIBLE DEBENTURES ("NCDS") ON PRIVATE PLACEMENT TO THE FINANCE COMMITTEE

"**RESOLVED THAT** pursuant to the provisions of Sections 42, 71, 179 and other applicable provisions of the Companies Act, 2013 ("the Act") read with rule 14 of the Companies (Prospectus and Allotment of Securities) Rules, 2014, Rule 18 of the Companies (Share Capital and Debentures), Rules 2014, including any amendment thereto, Articles of Association of the Company and applicable provisions of Securities and Exchange Board of India (Issue and Listing of Non- Convertible Securities) Regulations, 2021 ('Debt Regulations') and Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015 including the circulars issued thereunder, and Reserve Bank of India (Non-Banking Financial Companies – Miscellaneous) Directions, 2025 dated November 28, 2025 and such other applicable laws (including any amendment(s), statutory modification(s) or re-enactment thereof) the consent of the Board of Directors ("Board") of the Company be and is hereby accorded to delegate the power, for the issue of Non- Convertible Debt Securities in the nature of Secured, Unsecured, Listed, Non-Convertible Debentures, Bonds, Subordinated Debt Securities, or other debt securities on private placement basis, in one or more series or tranches, to the Finance Committee, such that the aggregate value of such Debt Securities issued shall not exceed, excluding any Debt Securities already issued earlier, an amount of ***Rs. 1000 Crore (Rupees One Thousand Crore Only)*** as per the following terms and conditions:

Sl. No.	Particulars	Terms and Conditions
1	Type of securities proposed to be issued	Secured, Unsecured, Listed, Non-Convertible Debentures, Bonds, Subordinated Debt Securities, other debt securities, whether constituting a charge (including in the nature of pledge) on any specific or general assets of the Company or not.
2	Type of issuance	Private Placement
3	Total issue size	Rs. 1000 Crore (Rupees One Thousand Crore Only)
4	To be offered to	Banks, and other entities/individuals including but not limited to Institutional Investors, Financial Institutions, companies, bodies corporate, partnership firms, Proprietorship etc.
5	If listed, name of the stock exchange	BSE Ltd and/or National Stock Exchange of India Ltd or any other stock exchange as may be decided by the Board or Finance Committee thereof.
6	Tenure of the instrument	As may be decided by the Board of Directors or Finance Committee in accordance with the applicable laws.
7	Issue Price, coupon/ interest offered, schedule of payment of coupon/interest and principal	As per the terms and conditions of the Offer Document, as may be finalized by the Board of Directors or Finance Committee thereof (as authorized by the Board) from time to time, in terms of applicable law.
8	Special right/ interest/ privileges attached to the instrument and changes thereof	As per the terms and conditions of Offer Document, as may be finalized by the Board of Directors or Finance Committee thereof (as authorized by the Board) from time to time.

KrazyBee Services Limited (Formerly known as KrazyBee Services Pvt. Ltd.) CIN No. U65100KA2016PLC086990
Regd. Office - 3rd Floor, No. 128/9, Maruthi Sapphire, HAL Airport Road, Murugesh Palya, Bangalore - 560017
www.kbnbfc.in 080-44292555 reachus@kbnbfc.in

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RESOLVED FURTHER THAT the Finance Committee be and is hereby authorized and empowered to consider, transact and decide matters, from time to time, pertaining to the private placement of Debt Securities, including appointment of debenture trustees, finalization and issuance of any offer letter, opening of a separate bank account and allot the Debt Securities in one or more tranches/ Series, to any one or more investors including any Banks, and other entities/individuals including but not limited to Institutional Investors, Financial Institutions, companies, bodies corporate, partnership firms, Proprietorship etc., including, where so considered appropriate, amount payable on application and further amounts as may be called from time to time and the allotment thereof, to sign, verify, execute and file all necessary forms and documents, if any, with any governmental authority including but not limiting to the Registrar of Companies, Bangalore, Securities and Exchange Board of India and/or such other authorities as may be required from time to time and to do all such acts, deeds, matters and things necessary or expedient to give effect to the issue of Debt Securities and ensuring compliance and/or any actions as may be required under applicable law.

RESOLVED FURTHER THAT each of the Directors of the Company and the Company Secretary of the Company be and are hereby severally authorized to do all such acts deeds and things as may be deemed necessary, proper or desirable on behalf of the Company to give effect to the aforementioned resolution;

RESOLVED FURTHER THAT the Directors of the Company or the Company Secretary of the Company be and are hereby severally authorized to issue a certified true copy of the above-mentioned resolution to anyone concerned or interested in the matter."

//Certified true Copy//

For **Krazybee Services Limited**
(formerly known as "Krazybee Services Private Limited")

Vivek Veda
Digitally signed by Vivek Veda
Date: 2026.08.20 15:57:40 +05'30'

Vivek Veda
Director
DIN: 07560229

KrazyBee Services Limited (Formerly known as KrazyBee Services Pvt. Ltd.) CIN No. U65100KA2016PLC086990
Regd. Office - 3rd Floor, No. 128/9, Maruthi Sapphire, HAL Airport Road, Murugesh Palya, Bangalore - 560017
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Finance Committee Resolution: August 18 2026

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KrazyBee Services Limited

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED AT THE FINANCE COMMITTEE MEETING OF KRAZYBEE SERVICES LIMITED (FORMERLY KNOWN AS "KRAZYBEE SERVICES PRIVATE LIMITED") HELD ON TUESDAY, AUGUST 18, 2026, AT 1ST FLOOR, NO. 128/9, MARUTHI SAPPHIRE, HAL AIRPORT ROAD, MURGESH PALYA, BANGALORE – 560017, WHERE THE REQUIRED QUORUM WAS PRESENT.

TO OFFER RATED, SENIOR, SECURED, LISTED, TRANSFERABLE, NON-CONVERTIBLE DEBENTURES ON PRIVATE PLACEMENT FOR AN AGGREGATE AMOUNT OF RS. 150,00,00,000/- (RUPEES ONE HUNDRED FIFTY CRORES ONLY) INCLUDING A GREEN SHOE OPTION

"**RESOLVED THAT** pursuant to the approval of the Board of Directors vide its resolution dated February 09, 2026 and Shareholders resolution dated March 27, 2026 and Board resolution dated August 10, 2026 and pursuant to provisions of the Memorandum of Association and Articles of Association of the Company, Section 42, 71, 179(3)(c), 180(1)(c) and other applicable provisions of the Companies Act, 2013 (the "Act") read together with the Companies (Prospectus and Allotment of Securities) Rules, 2014, the Companies (Share Capital and Debentures) Rules, 2014, all applicable regulations, directions, guidelines, circulars and notifications of the Reserve Bank of India ("RBI"), the Securities and Exchange Board of India ("SEBI"), including the Securities Contracts (Regulation) Act, 1956, the Securities and Exchange Board of India Act, 1992, the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations 2015, the Securities and Exchange Board of India (Issue and Listing of Non-Convertible Securities) Regulations, 2021 ("NCS Regulations"), and the SEBI Master Circular bearing the reference number SEBI/HO/DDHS/DDHS-PoD/P/CIR/2025/0000000137 dated October 15, 2025, titled "Master Circular for issue and listing of Non-convertible Securities, Securitised Debt Instruments, Security Receipts, Municipal Debt Securities and Commercial Paper", or any other regulatory authority, each as amended, modified and/or supplemented from time to time, listing agreement entered into by the Company with BSE Limited ("BSE") and in accordance with any other rules, regulations, guidelines, notifications, circulars and clarifications issued thereon from time to time by competent authorities ("Applicable Law"), the approval of the Committee be and is hereby accorded to:

a.) offer and issue up to 15,000 (Fifteen Thousand) Secured, Listed, Rated, Redeemable, Non-Convertible Debentures (NCDs) denominated in Indian Rupees, each having a face value of Rs. 1,00,000/- (Indian Rupees One Lakh only) aggregating up to Rs. 150,00,00,000/- (Rupees One Hundred and Fifty Crores only) including a green shoe option issued at par/ premium/ discount (the "Debentures"), subject to foreign currency fluctuation, issued on a fully paid basis and on a private placement basis. The details of the issuance are as mentioned hereunder:

COUPON	TENOR	AMOUNT
9.90%	24 Months	Up to Rs. 150,00,00,000/- (including greenshoe option of Rs. 50 Crores)

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

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

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

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

b) executing the term sheet in relation to the Debentures;

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KrazyBee Services Limited

c) negotiating, approving and deciding the terms of the issue of Debentures and all other related matters;

d) seeking the listing of any of the Debentures on the BSE, submitting the listing application and taking all actions that may be necessary in connection with obtaining such listing;

e) approving the General Information document, Key Information document and the private placement offer cum application letter (including amending, varying or modifying the same, as may be considered desirable or expedient) (collectively, the "Disclosure Documents"), in accordance with all Applicable Laws;

f) finalising the terms and conditions of the appointment of an arranger, the Debenture Trustee, a registrar and transfer agent, a credit rating agency, valuation agency, a depository and such other intermediaries as may be required including their successors and their agents;

g) obtaining such credit rating(s) and within such timeline(s) as may be required by the Debenture Holders;

h) finalising the terms of the issue and offer of the Debentures;

i) entering into arrangements with the depository(ies) in connection with issue of Debentures in dematerialised form;

j) creating and perfecting the Transaction Security as required in accordance with the terms of the Transaction Documents (as defined below) in relation to the issue and offer of the Debentures;

k) finalizing the deemed date of allotment of the Debentures;

l) to negotiate, execute, file and deliver any documents, instruments, deeds, amendments, papers, applications, notices, forms or letters as may be required in connection with the issue and offer of the Debentures and deal with regulatory authorities in connection with the issue and offer of the Debentures including but not limited to the RBI, SEBI (if so required), the jurisdictional registrar of companies, the BSE, the Ministry of Corporate Affairs ("MCA"), or any depository, and such other authorities as may be required;

m) sign and/or dispatch all documents and notices to be signed and/or dispatched by the Company under or in connection with the Transaction Documents;

n) creation of recovery expense fund in accordance with SEBI Master Circular bearing reference number SEBI/HO/DDHS-PoD-1/P/CIR/2025/117 dated August 13, 2025, titled Master Circular for Debenture Trustees read with guidance note issued by the BSE in this regard;

o) to take all steps and do all things and give such directions as may be required, necessary, expedient or desirable for giving effect to the Transaction Documents, the transactions contemplated therein and the resolutions mentioned herein, including without limitation, to approve, negotiate, finalise, sign, execute, ratify, amend, supplement and/or issue the following, including any amendments, modifications, supplements, restatements or novation thereto (now or in the future):

   i. the Disclosure Documents for the issue and offer of the Debentures;

   ii. the term sheet in connection with the Debentures, agreements to be entered into with the Debenture Trustee, any undertakings, due diligence certificates, corporate actions, letters of allotment and such other documents;

   iii. the debenture trust deed, the debenture trustee agreement, the deed of hypothecation, monthly asset certificates, power of attorney, and any other documents required for the creation of security interest (together with the Disclosure documents, referred to as the "Transaction Documents");

   iv. any other documents required for the purposes of the issue and offer of the Debentures and the transactions contemplated thereby, including but not limited to letters of undertaking, declarations, agreements, reports; and

   v. any other documents designated as a Transaction Document by the Debenture Trustee and/or the Debenture Holders;

p) to do all such acts as may be necessary for the issue and offer of the Debentures in accordance with the terms set out in the Transaction Documents;

q) to pay all stamp duty required to be paid for the issue, offer and allotment of the Debentures in accordance with the laws of India and procure the stamped documents from the relevant governmental authorities; and

r) to generally do any other act or deed, to negotiate and execute any documents, applications, agreements, undertakings, forms, deeds, affidavits, declarations and certificates in relation to the issue and offer of the Debentures and the transactions contemplated thereby, and to give such directions as it deems fit or as may be necessary or desirable with regard to the issue and offer of the Debentures.

KrazyBee Services Limited (Formerly known as KrazyBee Services Pvt. Ltd.) CIN No. U65100KA2016PLC086990
Regd. Office - 3rd Floor, No. 128/9, Maruthi Sapphire, HAL Airport Road, Murugesh Palya, Bangalore - 560017
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KrazyBee Services Limited

s) The Transaction documents including the Discloser document have been perused by the Committee and the final and ultimate responsibility of the contents mentioned herein shall also lie with the Board of Directors

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

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

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

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

RESOLVED FURTHER THAT the final responsibility for the information provided in the Transaction Documents in relation to the Debentures lies with the Board of Directors.

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

//Certified to be true//

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

PALLAVI LINGARAJU
Digitally signed by PALLAVI LINGARAJU
Date: 2026.08.19 16:24:30 +05'30'

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

<u>Shareholders' Resolution: 27th March 2026</u>

KBNBFC
KrazyBee Services Limited

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED BY THE MEMBERS OF KRAZYBEE SERVICES LIMITED (FORMERLY KNOWN AS "KRAZYBEE SERVICES PRIVATE LIMITED") IN THE EXTRA-ORDINARY GENERAL MEETING ("EGM") HELD ON FRIDAY, MARCH 27, 2026 AT 1ST FLOOR, NO. 128/9, MARUTHI SAPPHIRE, HAL AIRPORT ROAD, MURGESH PALYA, BANGALORE – 560017, THROUGH VIDEO CONFERENCE/OTHER AUDIO-VISUAL MEANS FACILITY, WHERE REQUIRED QUORUM WAS PRESENT.

1. **TO APPROVE THE OVERALL BORROWING LIMITS OF THE COMPANY**

The below mentioned resolution was passed as a ***Special Resolution:***

"**RESOLVED THAT** in supersession of the resolution passed on June 27, 2025 and pursuant to the provisions of 180(1)(c) and other applicable provisions, if any, of the Companies Act, 2013 and the rules made thereunder, including any statutory modifications or re-enactments thereof for the time being in force (the "Act"), the Foreign Exchange Management Act, 1999, as amended, rules, regulations, guidelines, notifications, clarifications and circulars, if any, prescribed by the Government of India, all applicable regulations, directions, guidelines, circulars and notifications of the Reserve Bank of India ("RBI"), the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations 2015, as amended and the Securities and Exchange Board of India (Issue and Listing of Non-Convertible Securities) Regulations, 2021, or Reserve Bank of India (Non-Banking Financial Companies – Miscellaneous) Directions, 2025 dated November 28, 2025, and in accordance with the Memorandum of Association and the Articles of Association of the Company and the listing agreements entered into with the stock exchange (the "Stock Exchange") where the securities of the Company may be listed, the consent of the shareholders of the Company be and is hereby accorded, to borrow from time to time, including through issuance of Secured or Unsecured, Convertible and/or Non-Convertible Debentures (including any sub-debts), Bonds (including Foreign Currency Convertible Bonds or FCCBs), Commercial Papers, Refinancing from banks, Term Loans, Working Capital Demand Loans, Cash Credit, Secured or Unsecured Intercorporate Deposits/Loans, or any other form of Debt or Money market instruments, as may be deemed appropriate, from banks/NHB/financial institutions/ lending institutions, or other persons, on such terms and conditions as the Board may determine, with a view to augment the business of the Company, up to an amount not exceeding ***INR 100,00,00,00,000/- (Indian Rupees Ten Thousand Crores Only)***, notwithstanding that the money to be borrowed together with the monies already borrowed by the Company (apart from temporary loans obtained from the Company's bankers in the ordinary course of business), may exceed, at any time, the aggregate of the paid-up capital of the Company and its free reserves, that is to say, reserves not set apart for any specific purpose, and securities premium;

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

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

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

KBNBFC
KrazyBee Services Limited

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

The below mentioned resolution was passed as a ***Special Resolution:***

"**RESOLVED THAT** in supersession to the resolution passed on June 27, 2025 and pursuant to the provisions of Section 180(1)(a) and other applicable provisions of the Companies Act, 2013 read with the rules made thereunder, and other applicable rules, regulations, directions, circulars, issued by the MCA, RBI or SEBI, as may be amended, from time to time, and Articles of Association of the Company, consent of the Shareholders of the Company be and is hereby accorded for creation of hypothecation / charge / security in any form or manner, in addition to the existing charges, and hypothecation already created by the Company, on the properties of the Company whether tangible, intangible or otherwise, both present and future, and/or the whole or any part of the undertaking(s) of the Company wherever situated, present and future, whether presently belonging to the Company or not, including any enhancement therein, in favour of any person including, but not limited to, banks/NHB/financial institutions/ lending institutions, or other persons for the purpose of securing the borrowings made by the Company and outstanding at any point of time, including for securing the borrowings made through issuance of secured Non-Convertible Debentures (including any sub-debts), bonds (including Foreign Currency Convertible Bonds or FCCBs), refinancing from banks, availing of Term Loans, Working Capital Demand Loans, Cash Credit, Secured or Unsecured Intercorporate Deposits/Loans, or any other form of debt or money market instruments in respect of the said loans/borrowings/debentures, on such specific terms and conditions and covenants in respect of enforcement of securities as maybe stipulated in that behalf and agreed to between the Company and the Lender(s) / Agent(s) / Trustee(s) or any other person(s) for an amount not exceeding ***INR 120,00,00,00,000/- (Indian Rupees Twelve Thousand Crores Only)*** at any time.

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

// Certified True Copy //

For Krazybee Services Limited
(formerly known as "Krazybee Services Private Limited")

PALLAVI LINGARAJU
Digitally signed by PALLAVI LINGARAJU
Date: 2026.04.16 15:45:46 +05'30'

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

KrazyBee Services Limited (Formerly known as KrazyBee Services Pvt. Ltd.) CIN No. U65100KA2016PLC086990
Regd. Office - 3rd Floor, No. 128/9, Maruthi Sapphire, HAL Airport Road, Murugesh Palya, Bangalore - 560017
www.kbnbfc.in 080-44292555 reachus@kbnbfc.in

Annexure IV

Sr. No.	Type of Securities Allotted	Total number of subscriber	Total number of Securities allotted	Face Value of Each Security (in INR)	Aggregate Value of Security including premium if any (in INR)	Preferential basis/ Private Placement/ Rights Issue
1.	Series E and E1 CCPS	3	95,32,858	10	224,45,11,416.10	Private placement
2.	Series E and E1 CCPS	5	3,20,72,141	10	7,55,13,85,598.45	Private placement
3.	Series E and E1 CCPS	1	42,39,932	10	99,82,91,989.40	Private placement
4.	Series E and E1 CCPS	2	2,81,22,091	10	66,21,34,609.05	Private placement
5.	Series E CCPS	1	84,99,359	10	2,00,11,74,076.55	Private placement
6.	Listed Secured Redeemable Non-Convertible Debentures	4	52,500	100000	525,00,00,000	Private Placement

Annexure V

Details of Non-convertible Debentures (NCD) issued in the previous financial year 2025-2026:

Sr. No.	Issue Size (Inclusive of Green Shoe Option)	Base Issue + Green Shoe Option	Green Shoe Option exercised	Date of Issue	Date of Allotment
1.	Issue Size: 200,00,00,000 Allotment Size: 200,00,00,000	Base Issue: 150,00,00,000 Green Shoe Option: 50,00,00,000	50,00,00,000	23.04.2025	06.05.2025
2.	Issue Size: 70,00,00,000 Allotment Size: 70,00,00,000	Base Issue: 70,00,00,000 Green Shoe Option: Nil	-	06.06.2025	17.06.2025
3.	Issue Size: 450,00,00,000 Allotment Size: 450,00,00,000	Base Issue: 200,00,00,000 Green Shoe Option: 250,00,00,000	250,00,00,000	06.06.2025	23.07.2025
4.	Issue Size: 475,00,00,000 Allotment Size: 425,00,00,000	Base Issue: 275,00,00,000 Green Shoe Option: 200,00,00,000	200,00,00,000	30.07.2025	12.08.2025
5.	Issue Size: 100,00,00,000 Allotment Size: 1000,00,00,000	Base Issue: 100,00,00,000 Green Shoe Option: Nil	-	30.07.2025	10.09.2025
6.	Issue Size: 275,00,00,000 Allotment Size: 275,00,00,000	Base Issue: 175,00,00,000 Green Shoe Option: 100,00,00,000	-	30.07.2025	16.09.2025
7.	Issue Size: 150,00,00,000 Allotment Size: 125,00,00,000	Base Issue: 75,00,00,000 Green Shoe Option: 75,00,00,000	75,00,00,000	14.10.2025	31.10.2025
8.	Issue Size: 500,00,00,000 Allotment Size: 500,00,00,000	Base Issue: 300,00,00,000 Green Shoe Option: 200,00,00,000	200,00,00,000	10.11.2025	28.11.2025
9.	Issue Size: 250,00,00,000 Allotment Size: 250,00,00,000	Base Issue: 150,00,00,000 Green Shoe Option: 100,00,00,000	100,00,00,000	16.12.2025	23.12.2025
10.	Issue Size: 30,00,00,000 Allotment Size: 30,00,00,000	Base Issue: 30,00,00,000 Green Shoe Option: - Nil	30,00,00,000	10.02.2026	25.02.2026

सत्यमेव जयते

INDIA NON JUDICIAL

Government of Tamil Nadu

e-Stamp

Certificate No.	:	IN-TN74178081766676Y
Certificate Issued Date	:	19-Aug-2026 01:06 PM
Account Reference	:	NEWIMPACC (SV)/ tn8109704/ MYLAPORE/ TN-CC
Unique Doc. Reference	:	SUBIN-TNTN810970476636254116121Y
Purchased by	:	Krazybee Services Limited
Description of Document	:	Article 5 Agreement
Property Description	:	Debenture Trustee Appointment Agreement
Consideration Price (Rs.)	:	0 (Zero)
First Party	:	Krazybee Services Limited
Second Party	:	SBICAP Trustee Company Limited
Stamp Duty Paid By	:	Krazybee Services Limited
Stamp Duty Amount(Rs.)	:	500 (Five Hundred only)

Please write or type below this line

This stamp paper forms an integral part of this "Debenture Trustee Appointment Agreement" executed between M/S Krazybee Services Limited [Issuer/company] and SBICAP Trustee company Limited [Debenture Trustee] at chennai on 19 Aug 2026.

KRAZYBEE SERVICES LIMITED

KRAZYBEE SERVICES LIMITED

Authorized Signatory

For SBICAP TRUSTEE COMPANY LIMITED

Authorised Signatory

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Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at www.shcilestamp.com or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

DEBENTURE TRUSTEE AGREEMENT

Dated August 19, 2026

BETWEEN

KRAZYBEE SERVICES LIMITED
(Formerly known as KRAZYBEE SERVICES PRIVATE LIMITED)
(as the "**Company**")

AND

SBICAP TRUSTEE COMPANY LIMITED
(as the "**Debenture Trustee**")

KRAZYBEE SERVICES LIMITED ★

KRAZYBEE SERVICES LIMITED

Authorized Signatory

For SBICAP TRUSTEE COMPANY LIMITED

Authorised Signatory

DEBENTURE TRUSTEE AGREEMENT

This debenture trustee agreement ("**Agreement**") is made at Chennai, India on August 19, 2026 by and between:

KRAZYBEE SERVICES LIMITED (Formerly known as KRAZYBEE SERVICES PRIVATE LIMITED), a company incorporated under the Companies Act, 2013 with CIN U65100KA2016PLC086990 and having its registered office at 3rd Floor, No.128/9, Maruthi Sapphire, HAL Airport Road, Murgesh Palya, Bangalore 560017 and having its branch office at KRD Gee Gee Crystal, No 91-92, 4th Floor, RK Salai, Mylapore, Chennai 600 004 (hereinafter referred to as the "**Company**", which expression shall, unless it be repugnant to the subject or context thereof, be deemed to mean and include its successors and permitted assigns);

AND

SBICAP TRUSTEE COMPANY LIMITED, a company incorporated under the Companies Act, 1956 with CIN U65991MH2005PLC158386 and having its registered office at 4th Floor, Mistry Bhavan, 122 Dinshaw Vaccha Road, Churchgate, Mumbai, Maharashtra - 400020, India and having its branch office at 3rd Floor, 34 College Rd, Subba Road Avenue, Nungambakkam, Chennai, Tamil Nadu 600006 (hereinafter called the "**Debenture Trustee**" which expression shall, unless it be repugnant to the subject or context thereof, be deemed to mean and include its successors and assigns).

(The Company and the Debenture Trustee are hereinafter collectively referred to as the "**Parties**" and individually as a "**Party**")

BACKGROUND:

(A) The Company, pursuant to the authority granted by the resolution of its board of directors under section 42 read with section 179 of the Companies Act, 2013 held on February 09, 2026 read with resolution passed by the Finance Committee at its meeting held on August 18, 2026 and special resolution passed by the shareholders of the Company under section 42 and 71 of the Companies Act, 2013 held on March 27, 2026, proposes to issue up to 15,000 (Fifteen Thousand) senior, secured, listed, rated, taxable, transferable, redeemable, non-convertible debentures of the face value of INR 1,00,000/- (Indian Rupees One Lakh Only) each aggregating to INR 150,00,00,000/- (Indian Rupees One Hundred and Fifty Crore Only) ("**Debentures**"/"**NCDs**") comprising of:

a. a base issue of 10,000 (Ten Thousand) senior, secured, listed, rated, taxable, transferable, redeemable, non-convertible debentures of the face value of INR 1,00,000/- (Indian Rupees One Lakh Only) each aggregating to INR 100,00,00,000/- (Indian Rupees One Hundred Crore Only); and

b. a green shoe option of 5,000 (Five Thousand) senior, secured, listed, rated, taxable, transferable, redeemable, non-convertible debentures of the face value of INR 1,00,000/- (Indian Rupees One Lakh Only) each aggregating to INR 50,00,00,000/- (Indian Rupees Fifty Crore Only) ("**Green Shoe Option**"),

pursuant to the Disclosure Documents and in accordance with the terms of this debenture trust deed to be executed between the Company and the Debenture Trustee ("**Deed**"), in dematerialized form to certain identified investors on a private placement basis ("**Issue**") in accordance with the provisions of the Companies Act, 2013 ("**Act**"), Securities and Exchange Board of India (Debenture Trustees) Regulations, 1993, as amended, modified or restated from time to time ("**Debenture Trustee Regulations**"), SEBI (Issue and Listing of Non-Convertible Securities) Regulations, 2021 ("**SEBI NCS Listing Regulations**"), as amended from time to time for the Purpose (*defined hereinafter*).

(B) The Debentures shall be listed on the wholesale debt market segment of the BSE Limited ("**BSE**") in accordance with the SEBI NCS Listing Regulations, as amended from time to time and Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015 ("**LODR Regulations**") as amended from time to time and other laws/regulations (if applicable).

Pursuant to the Companies Act, 2013 ("**Act**"), the Company is required to appoint a debenture trustee for the benefit of the debenture holders and the debenture trustee shall act as per the provisions of the Debenture

KRAZYBEE SERVICES LIMITED

Authorized Signatory

For SBICAP TRUSTEE COMPANY LIMITED

Authorised Signatory

Trustee Regulations. Accordingly, the Company has approached SBICAP TRUSTEE COMPANY LIMITED to act as the debenture trustee on behalf of and for the benefit of the holders of the Debentures ("**Debenture Holders**") and SBICAP TRUSTEE COMPANY LIMITED has agreed to act as the debenture trustee for the benefit of Debenture Holders on the terms and conditions agreed upon and hereinafter set out. The Debenture Trustee is registered with the Securities and Exchange Board of India ("**SEBI**") as debenture trustee under the Debenture Trustee Regulations.

(D) The detailed terms and conditions in relation to the rights, duties and obligations of the Debenture Trustee and the terms and conditions of the Debentures, shall be more specifically set out in the Deed to be entered into by the Company and the Debenture Trustee and the Disclosure Document to be issued by the Company and circulated to potential investors.

(E) The Parties have agreed to enter into this Agreement to record the terms of appointment of the Debenture Trustee.

NOW IT IS AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS: OPERATIVE TERMS:

1. DEFINITIONS

Unless otherwise defined herein, capitalised terms defined and references construed in the Deed shall have the same meaning and construction when used in this Agreement. In this Agreement, the following terms have the following meanings:

"**Act**" has the meaning ascribed to it in Recital C above;

"**Debenture Holders**" has the meaning ascribed to it in Recital C above;

"**Disclosure Documents**" means, collectively, the general Information document ("**GID**") and the key information document ("**KID**") as issued by the Company in respect of the Debentures.

"**Debenture Trustees Regulations**" has the meaning ascribed to it in Recital A above;

"**Debentures**" has the meaning ascribed to it in Recital A above;

"**Hypothecated Assets**" shall mean the receivables or liquid assets identified for creating first ranking, exclusive and continuing charge by way of hypothecation to be created pursuant to the agreement of hypothecation which shall be executed between the Company and the Debenture Trustee in order to maintain security cover of 1.1 times or 110% of the aggregate Outstanding Principal Amounts / Coupon/ dues outstanding and payable under Debentures;

"**Information Utility**" means the National E-Governance Services Limited (NeSL) or any other entity registered as an information utility under the Insolvency and Bankruptcy Board of India (Information Utilities) Regulations, 2017;

"**Laws**" shall mean 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 or regulatory authority and any modifications or re-enactments thereof;

"**LODR Regulations**" has the meaning ascribed to it in Recital B above;

"**Master Circular for Debenture Trustee**" shall mean *"Master Circular for Debenture Trustees"* issued vide circular no. SEBI/HO/DDHS-PoD-1/P/CIR/2025/117 dated August 13, 2025 and as amended from time to time;

"**Listed NCDs Master Circular**" means the circular issued by SEBI bearing the reference number SEBI/HO/DDHS/DDHS-PoD/P/CIR/2025/0000000137 dated October 15, 2025 on "*Master Circular for issue and listing of Non-convertible Securities, Securitised Debt Instruments, Security Receipts, Municipal Debt Securities and Commercial Paper*", as amended, modified, supplemented or restated from time to time;

KRAZYBEE SERVICES LIMITED

Authorized Signatory

For SBICAP TRUSTEE COMPANY LIMITED

Authorised Signatory

"**Location of Dispute Resolution**" shall mean Chennai;

"**Relevant Laws**" shall mean 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 or regulatory authority and any modifications or re-enactments thereof;

"**SEBI**" has the meaning ascribed to it in Recital C above;

"**SEBI Listed Debentures Circulars and Regulations**" means, collectively, Master Circular for Debenture Trustee, the Listed NCDs Master Circular, SEBI NCS Listing Regulations and the LODR Regulations (to the extent applicable);

"**SEBI NCS Listing Regulations**" has the meaning ascribed to it in Recital A above;

"**Transaction Documents**" shall mean to included (i) the Deed, (ii) This Agreement, (iii) Hypothecation Agreement ("**DOH**") along with the Power of Attorney, (iv) Disclosure Documents, (v) resolutions, (vi) letters issued by the rating agency and the registrar, (vii) each tripartite agreement between the Company, the registrar and the relevant depository and (viii) any other document/s as maybe designated as Transaction Documents by the Debenture Trustee or Debenture Holders.

2. APPOINTMENT OF TRUSTEE, ROLES AND RESPONSIBILITIES

(a) The Company hereby appoints **SBICAP TRUSTEE COMPANY LIMITED** as the debenture trustee on behalf of and for the benefit of the Debenture Holders for the Debentures to be issued by the Company and the Debenture Trustee hereby agrees to act as debenture trustee for the benefit of the Debenture Holders.

(b) The Company shall pay to the Debenture Trustee so long as they hold the office of the Debenture Trustee, remuneration for their services in accordance with the consent letter bearing reference number 0228/2026-2027/CL - 9048 dated August 18, 2026 in addition to all legal, traveling and other costs, charges and expenses including out of pocket expenses which the Debenture Trustee or their officers, employees or agents may incur in relation to execution of the Deed.

(c) The Debentures shall be secured by a first ranking exclusive charge over the Hypothecated Assets by way of Hypothecation Agreement to be executed between the Company and the Debenture Trustee within the time period prescribed by the Law.

(d) The Company shall comply with, and furnish such information on a regular basis as is required under, the provisions of the Debenture Trustee Regulations, SEBI NCS Listing Regulations, LODR Regulations, the Act, and other applicable Laws.

(e) The Company undertakes to promptly furnish all and any information as may be applicable and required by the Debenture Trustee from time to time in terms of the Act and the Deed on a regular basis as per requirements set out under SEBI Listed Debentures Circulars and Regulations.

(f) This Agreement is entered into in compliance with the provisions of Regulation 13 of the Debenture Trustee Regulations, SEBI NCS Listing Regulations, LODR Regulations, Act, and other Laws, and shall be effective on and from the date first hereinabove written and shall be in force till the monies in respect of the Debentures have been fully paid-off and the requisite formalities for satisfaction of charge in all respects, have been complied with.

(g) The Company shall, pay on demand, all actual costs and expenses (including legal fees) incurred by the Debenture Trustee in connection with the preparation, negotiation of or entry into this Agreement and/or any amendment of, supplement to or waiver in respect of this Agreement, against submission of the requisite supporting documents. Apart from the Debenture Trustee fees, the Company shall, from time to time, make payment to/ reimburse the Debenture Trustee in

KRAZYBEE SERVICES LIMITED For SBICAP TRUSTEE COMPANY LIMITED

Authorised Signatory Authorised Signatory respect of all reasonable expenses and out-of-pocket costs incurred by the Debenture Trustee. The Company shall promptly pay, and in any event before any interest or penalty becomes payable, any stamp, documentary, registration or similar tax payable in connection with the entry into, registration, performance, enforcement or admissibility in evidence of this Agreement and/or any such amendment, supplement or waiver.

(h) All other the rights and obligations of the Debenture Trustee including the terms of appointment of the Debenture Trustee shall be as set out in the Deed entered or to be entered into between the Company and the Debenture Trustee.

(i) Further, the Company shall execute the Deed in Form SH.12 specified under the Companies (Share Capital and Debentures) Rules, 2014 or as near thereto as possible in favour of the Debenture Trustees within a period of 3 (three) days from the Deemed Date of Allotment of the issue in terms of clause 18(5) of The Companies (Share Capital and Debentures) Rules, 2014.

(j) **Documents required to be submitted prior to or simultaneously with execution of this Agreement:**

The terms of this Agreement shall be effective only upon the submission by the Company of the requisite information and documents to the satisfaction of the Debenture Trustee for carrying out the requisite due diligence as required in terms of the Laws including in connection with verification of the security / contractual comforts and the required asset cover for the Debentures, which is undertaken by the Company to be submitted simultaneously with or prior to the execution of this Agreement. The Company shall provide information and documents to the extent applicable as set out in ***Annexure A*** hereto.

(k) **Terms of carrying out due diligence:**

(i) The Debenture Trustee, either through itself or its agents /advisors/ consultants, shall carry out requisite diligence to verify the status of encumbrance and valuation of the assets (if applicable) and whether all permissions or consents (if any) as may be required to create the security as stipulated in the Disclosure Documents, SEBI Listed Debentures Circulars and Regulations and the Relevant Laws, has been obtained. For the purpose of carrying out the due diligence as required in terms of the Relevant Laws, the Debenture Trustee, either through itself or its agents /advisors/consultants, shall have the power to examine the books of account of the Company and to have the Company's assets inspected by its officers and/or external auditors / valuers / consultants / lawyers / technical expert /management consultants appointed by the Debenture Trustee. Prior to appointment of any agents /advisors/consultants, the Debenture Trustee shall obtain necessary confirmation from the said agents/ advisors/ consultants that they do not have any conflict-of-interest in conducting the diligence under the transaction;

(ii) The Company shall provide all assistance to the Debenture Trustee to enable verification of the assets for securing the Debentures as are registered / disclosed;

(iii) Further, in the event that existing charge holders, the trustee on behalf of the existing charge holders, have provided conditional consent / permissions to the Company to create further charge on the assets, the Debenture Trustee shall also have the power to verify such conditions by reviewing the relevant transaction documents or any other documents executed between existing charge holders and the Company. The Debenture Trustee shall also have the power to intimate the existing charge holders about proposal of creation of further encumbrance and seeking their comments/ objections, if any;

(iv) The Company shall ensure that it provides and help to procure all information, representations, confirmations and disclosures as may be required by the Debenture Trustee to carry out the requisite diligence in connection with the issuance and allotment of the Debentures, in accordance with the Laws; and In order to ensure efficient recording

KRAZYBEE SERVICES LIMITED

Authorized Signatory

For SBICAP TRUSTEE COMPANY LIMITED

Authorised Signatory

of details regarding creation of security and monitoring of covenants via the system hosted by Depositories using the distributed ledger technology ("**DLT**"), various stakeholders, including Issuer and Debenture Trustee shall ensure that they are in compliance of Chapter III of the Master Circular for Debenture Trustee and various circulars issued in respect of the DLT system issued by SEBI from time to time.

(v) All costs, charges, fees and expenses that are associated with and incurred, towards legal or inspection costs, travelling and other costs, shall be reimbursed by the Company on request by Debenture Trustee.

(l) The time limit for creation of the security for the Debentures execution of the agreement shall be in accordance with the Act or other provisions as prescribed by any regulatory authority, as applicable.

(m) The Company shall pay to the Debenture Trustees so long as they hold the office of the Debenture Trustee, remuneration for their services as Debenture Trustee in addition to all legal, traveling and other costs, charges and expenses which the Debenture Trustee or their officers, employees or agents may incur in relation to execution of the Deed and all other documents executed/to be executed to give effect to the creation of security for securing the Debentures and such other expenses like advertisement, notices, letters to debenture holders, and additional professional fees/expenses that would be incurred in case of default of payment. The remuneration of the Debenture Trustee shall be as decided mutually between both the parties.

(n) Arrears of instalments of annual service charges, if any, and/ or delay in reimbursement of cost, charges and expenses shall carry interest at the rate of 16% (Sixteen percent) per annum or applicable interest rate under MSME Act, whichever is higher, from the date of bill till the date of actual payment which shall be payable on the footing of compound interest with quarterly rests.

(o) The Company shall inter-alia furnish/shall have furnished to the Debenture Trustee the following documents: -

(i) Memorandum and Articles of Association of the Company;
(ii) Disclosure Documents;
(iii) Statutory auditor certificate, on a quarterly basis giving the value of book debt and receivables, including compliance with the covenants of the Transaction Document/ Disclosure Documents;
(iv) Agreement with the registrar to issue the Debentures;
(v) Letters from rating agencies about ratings of the Debentures;
(vi) A return of allotment filed with the registrar of companies (Form No-PAS 3) within 15 (fifteen) days from the date of filing with the registrar of companies;
(vii) A complete record of private placement offers made by the Company (Form No-PAS 5) within 15 (fifteen) days from the date of filing with the registrar of companies;
(viii) List of receivables proposed to be hypothecated;
(ix) Necessary corporate authorisations including the board resolution and/or shareholder resolution for allotment of Debentures;
(x) Proof of Credit / Dispatch of Debenture Certificates;
(xi) Copy of last 3 (three) years' Audited Annual Reports;
(xii) Copy of Latest Audited / Limited Review Half Yearly Consolidated (wherever available) and Standalone Financial Information (Profit & Loss statement, Balance Sheet and Cash Flow statement) and auditor qualifications, if any;
(xiii) Debenture Trust Deed;
(xiv) This Agreement;
(xv) ROC Certificate;
(xvi) Security / Transaction Documents;
(xvii) Confirmation/Proofs of payment of interest and principal made to the Debenture Holders on due dates;
(xviii) Statutory Auditors' Certificate for utilization of funds/issue proceeds from the Debentures;
(xix) Periodical Reports on quarterly basis;

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(xx) Beneficiary Position Reports;
(xxi) Details of the depository with whom the Debentures are held in dematerialised form;
(xxii) Offer Letter issued by the Company pursuant to the provisions of the Act;
(xxiii) Such other documents as may be reasonably required by the Debenture Trustee;
(xxiv) Form CHG 9 or any modification made thereunder;
(xxv) Details of the recovery expenses fund created by the Company in terms of the Regulation 15 (1) (h) of the Debenture Trustees Regulations and Master Circular for Debenture Trustee as modified from time to time;
(xxvi) Information to be submitted to the Stock Exchanges as required by the LODR Regulations as amended from time to time, within the timelines as mentioned in the Regulation;
(xxvii) In principle approval for listing of NCDs from Stock Exchange;
(xxviii) Acknowledgement of filing the Disclosure Documents with the Stock Exchange(s);
(xxix) Trading permission from the Stock Exchange; and
(xxx) Such other documents as may be reasonably required by the Debenture Trustee.

(p) **Information Accuracy and Storage:**

(i) The Company declares that the information and data furnished by the Company to the Debenture Trustee is true and correct;
(ii) The Company confirms that the requisite disclosures made in the Disclosure Documents are true and correct;
(iii) All disclosures made in the Disclosure Documents with respect to creation of security are in confirmation with the clauses of this Agreement; and
(iv) The Company undertakes and acknowledges that the Debenture Trustee and any other authorised agency may use, process the information and data disclosed to the Debenture Trustee in the manner as deemed fit by them in relation to the purpose of the due diligence to be undertaken in relation to the issuance of the Debentures.

(q) The Company agrees and confirms that the purpose of the issue is not for providing loan to or acquisitions of shares of any person who is a part of the same group or who is under the same management.

(r) The Company confirms that all necessary disclosures will be made in the Disclosure Documents including but not limited to statutory and other regulatory disclosures.

(s) The Debenture Trustees, "ipso facto" do not have the obligations of a borrower or a Principal Debtor or a Guarantor as to the monies paid/invested by investors for the Debentures/ Bonds.

(t) The Company hereby declares and confirms that it has given an undertaking in the Disclosure Documents that the assets on which the charge is created is free from encumbrances.

(u) The Company hereby declares and confirms that the Company or the person in control of the Company, or its promoter has not been restrained or prohibited or debarred by the SEBI from accessing the securities market or dealing in securities. The Company hereby further declares and confirms that, as on the date of this Agreement, and the date of filing the Disclosure Document, it is an 'eligible issuer' in accordance with Regulation 5 (1) of the SEBI NCS Regulations.

(v) The Company hereby agrees and undertakes to comply with the stamp duty regulations.

(w) All other the rights and obligations of the Debenture Trustee including the terms of appointment of the Debenture Trustee shall be as set out in the Deed entered or to be entered into between the Company and the Debenture Trustee.

(x) The Company shall provide all assistance to the Debenture Trustee, as may be required by it, to carry out the necessary due diligence and monitor the asset cover in the manner as may be specified by SEBI from time to time. In this regard, in accordance with the Master Circular for Debenture Trustees and such other relevant circulars as may be issued or amended by SEBI with respect to

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Listed non- convertible debentures issuances.

(y) **The Company further confirms that:**

(i) All covenants proposed to be included in the Deed (including any side letter, accelerated payment clause, fees charged by the debenture trustee, etc.) and the Deed of Amendment (if any) are disclosed in Disclosure Documents;

(ii) Terms and conditions of this Agreement including fees charged by the Debenture Trustee and process of due diligence carried out by Debenture Trustee shall be disclosed under the Disclosure Documents;

(iii) The Company shall complete all necessary formalities including all filings with the relevant regulatory authorities, including but not limited to the jurisdictional registrar of companies, the SEBI and the BSE and obtain all consents and approvals required for the completion of the Issue;

(iv) The Debenture Trustee shall make the required filings to the Central Registry of Securitization Asset Reconstruction and Security Interest of India (**"CERSAI"**) within the time period prescribed under applicable Law. The Company will provide all information and assistance that the Debenture Trustee may require in relation to any filings to be made with the CERSAI to enable the Debenture Trustee to make the required filings to the CERSAI within the time period prescribed under Laws; and

(v) The Company shall, to the extent applicable and required under Laws, 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.

3. MISCELLANEOUS

3.1 Governing Law

This Agreement and the rights and obligations of the Parties hereunder shall be governed by and construed as per laws in India, without reference to its conflict of law principles.

3.2 Jurisdiction

(a) The Company agrees that the courts and tribunals at Location of Dispute Resolution shall have exclusive jurisdiction to settle any disputes which may arise out of or in connection with this Agreement and that accordingly any suit, action or proceedings (together referred to as "**Proceedings**") arising out of or in connection with this Agreement may be brought in such courts or the tribunals and the Company irrevocably submits to and accepts for itself and in respect of its property, generally and unconditionally, the jurisdiction of those courts or tribunals.

(b) The Company irrevocably waives any objection now or in future, to the laying of the venue of any Proceedings in the courts and tribunals at Location of Dispute Resolution and any claim that any such Proceedings have been brought in an inconvenient forum and further irrevocably agree that a judgment in any Proceedings brought in the courts and tribunals at Location of Dispute Resolution shall be conclusive and binding upon them and may be enforced in the courts of any other jurisdiction, (subject to the laws of such jurisdiction) by a suit upon such judgment, a certified copy of which shall be conclusive evidence of such judgment, or in any other manner provided by law.

(c) Nothing contained in this Clause 3, shall limit any right of the Debenture Trustee to take Proceedings in any other court or tribunal of competent jurisdiction, nor shall the taking of Proceedings in one or more jurisdictions preclude the taking of Proceedings in any other jurisdiction whether concurrently or not and the Company irrevocably submits to and accepts for itself and in respect of its property,

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generally and unconditionally, the jurisdiction of such court or tribunal, and the Company irrevocably waives any objection it may have now or in the future to the laying of the venue of any Proceedings and any claim that any such Proceedings have been brought in an inconvenient forum.

(d) The Company hereby consents generally in respect of any Proceedings arising out of or in connection with the Agreement to the giving of any relief or the issue of any process in connection with such Proceedings including, without limitation, the making, enforcement or execution against any property whatsoever (irrespective of its use or intended use) of any order or judgment which may be made or given in such Proceedings.

(e) The Company irrevocably agrees that, should any party take any proceedings anywhere (whether for an injunction, specific performance, damages or otherwise in connection with the Agreement), no immunity (to the extent that they may at any time exist, whether on the grounds of sovereignty or otherwise) from those proceedings, from attachment (whether in aid of execution, before judgment or otherwise) of their assets or from execution of judgment shall be claimed by them or with respect to their assets, any such immunity being irrevocably waived. The Company irrevocably agrees that it and its assets are, and shall be, subject to such proceedings, attachment or execution in respect of its obligations.

3.3 Counterparts

This Agreement may be executed in any number of counterparts and by different Parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

3.4 Effective Date

This Agreement shall be effective on and from the date first hereinabove written and shall be in force till all outstanding amounts in respect of the Debentures have been fully paid to the Debenture Holders.

3.5 Conflicts

(a) The provisions contained in this Agreement shall be read together with the provisions contained in the Disclosure Documents and the other Transaction Documents; and

(b) In case of any inconsistency between the provisions contained in this Agreement or those of any Disclosure Documents or any other Transaction Document, the provisions contained in the Deed shall prevail.

3.6 Smart Online Dispute Resolution

(a) Further to the applicable provisions of the Debenture Trustee Regulations, SEBI's master circular on online dispute resolution dated July 31, 2023, as amended from time to time and such other Applicable Laws (collectively referred to as the **"SEBI ODR Regulations"**), any dispute solely in relation to activities of the Debenture Trustee in relation to the Debentures that are within the mandatory scope of the SEBI ODR Regulations, to the extent applicable, will be resolved in accordance with the provisions thereunder through online conciliation and/or online arbitration under the online portal; and

(b) The provisions of this Clause must be read harmoniously with the other provisions of this Agreement and the other Transaction Documents and in case of any inconsistencies between the provisions of this Clause and the other provisions of this Agreement and the other Transaction Documents, Clause 3.1 (*Governing Law*) and this Clause shall prevail to the extent of the inconsistency pursuant to this Clause, unless the issue mandatorily falls within the scope of the SEBI ODR Regulations.

(Intentionally left blank; signature page follows)

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Annexure A

1. **Information/ documents to be provided by the Issuer Company, prior to entering into the Agreement, to the extent applicable:**

Sr. No.	Information/ Documents
i.	Details of information in relation to the assets on which charge is proposed to be created including: (a) Details of receivables forming part of Hypothecated Assets; (b) Copy of evidence of registration Registrar of Companies, etc.
ii.	For unencumbered assets, on which charge is proposed to be created: an undertaking that the assets on which charge is proposed to be created are free from any encumbrances.
iii.	An undertaking confirming that all the information provided to the Debenture Trustee are true and correct and the trustee may in good faith rely upon and shall not be liable for acting or refraining from acting upon such information furnished to it under this Agreement.
iv.	Any other information, documents or records required by Debenture Trustee with regard to creation of security and perfection of security.

2. **Information/ documents to be provided prior to allotment of Debentures and execution of Transaction Documents, as applicable**

i.	CTC of rating letter and rating rationale issued by the Credit Rating Agency for the issue, if any.
ii.	Confirmation from KMP that the offer document / Disclosure Documents incorporate the disclosures are required under Schedule I of the NCS Regulations.
iii.	CTC of the board resolution of the Issuer under section 179(3)(f) to create security as per the Companies Act, 2013 and to authorize official/s to sign, seal and/or execute necessary documents.
iv.	An undertaking from the Issuer that charge shall be created in favour of the Debenture Trustee as per terms of issue before filing of listing application.
v.	CTC of the resolution of the Board of directors / committee / sub-committee for issuance and allotment of Debentures.
vi.	Bank Account details along with copy of Pre-authorization letter issued by Issuer to banker to seek debt redemption payment related information from the Issuer's bank
vii.	An undertaking by the Issuer for compliance with all regulations / provisions of Companies Act, 2013, guidelines of other regulatory authorities in respect of allotment of debentures till redemption.

3. **Information/ documents to be provided post allotment of the Debentures, as applicable.**

i.	CTC of ISIN activation letter confirming creation of ISIN nos. for allotment of Debentures.
ii.	CTC of the confirmation in respect of credit corporate action from the Depository.
iii.	CTC of Form PAS-3 - Return of Allotment along with the annexures as filed with the ROC.
iv.	Evidence of payment of the stamp duty in respect of the Debentures issuance (if not already provided at the time of allotment of Debentures) with the Depository and the other transaction documents (if not already provided at the time of execution of transaction documents).

4. **Documents/ Information required or actions to be undertaken prior to/ at the time of making the application for Listing, as applicable:**

i.	An undertaking from the Issuer stating that the necessary documents for the creation of the charge, where applicable, including the Deed would be executed within the time frame prescribed in the relevant regulations/act/rules etc., and the same would be uploaded on the website of the designated Stock Exchange, where the Debentures have been listed, within 03 (three) working days of execution of the same
ii.	An undertaking that permission / consent from the prior –charge holder for a pari passu charge being created, where applicable, in favor of the Debenture Trustee to the proposed issue has been obtained
iii.	An undertaking that charge shall be registered with, ROC, , Depository etc., as applicable, within 30 days

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	of creation of charge.
iv.	Debenture Trust Deed.
v.	Transaction Documents.
vi.	KMP confirmation on maintenance of recovery expense fund or duly acknowledged letter from the Stock Exchange confirming the same

5. Documents/ Information required or actions to be undertaken post Listing, as applicable:

i.	CTC of Form CHG – 9 (Application for registration of creation or modification of charge for Debentures or rectification of particulars filed in respect of creation or modification of charge for Debentures) along with the annexures as filed with the ROC. In this regard, it may be noted that in terms of the Master Circular for Debenture Trustee, issued by SEBI, the charge created by Issuer shall be registered with Sub- registrar, ROC, CERSAI, Depository etc., as applicable, within 30 days of creation of such charge (which is required to be created prior to making an application for listing and non-compliance of the same shall be construed as breach of covenants by Issuer).

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SIGNATURE PAGE

IN WITNESS WHEREOF the Debenture Trustee and the Company have caused these presents and the duplicate thereof to be executed by their authorised official on the day, month and year first above written as hereinbefore appearing.

SIGNED AND DELIVERED BY	)
KRAZYBEE SERVICES LIMITED (Formerly known as KRAZYBEE SERVICES PRIVATE LIMITED)	)
the within named Company	)
by the hand of its authorized official	)
	)
T. ARJUN	)

KRAZYBEE SERVICES LIMITED

Authorized Signatory

For SBICAP TRUSTEE COMPANY LIMITED

Authorised Signatory

SIGNED AND DELIVERED BY)
SBICAP TRUSTEE COMPANY LIMITED)
the within named Debenture Trustee by the)
hand of its authorized official)

S.MOHAN

For SBICAP TRUSTEE COMPANY LIMITED

Authorised Signatory

KRAZYBEE SERVICES LIMITED

Authorized Signatory

SBI Trustee

Ref. No. 0228/2026-2027/CL - 9048 **Date: August 18, 2026**

To,
Krazybee Services Limited
3rd Floor No 128/9 Maruthi Sapphire,
HAL Old Airport Road Murugeshpalya Bengaluru
Karnataka - 560017

Sub : Commercial Consent to act as Debenture Trustee for issue of Secured, Listed, Non-Convertible Debentures aggregating to INR.150 Crores issued by Krazybee Services Limited.

Dear Sir,

This has reference to email communication, and the discussions had on the captioned subject. Pursuant thereto, We SBICAP Trustee Company Limited are pleased to give our consent to act as the Debenture Trustee for the captioned issue on the following terms and conditions.

In this connection, we hereby give our consent to act as Debenture Trustee on the following terms and the terms & conditions as mentioned in the Debenture Trustee Agreement:

Sr. No	Description	Amount
1	**Acceptance Fees**	Rs. 1,50,000/- plus applicable taxes (one-time payment -non-refundable) to be paid immediately on acceptance.
2	**Annual Service Charges**	Nil
3	**Trust Settlement fees**	Nil
4	**Out of Pocket Expenses (if any)**	On actual basis (Initial Due Diligence and ROC Search Report) and Quarterly Security Cover Certificate
5	**Enforcement Charges**	Shall be chargeable separately in case of enforcement.

In case of non-payment of fees within the required timeline, 12% interest p.a. as penalty shall be levied.

You are requested to kindly countersign the copy of this letter.

With warm regards,

Yours faithfully,
For SBICAP Trustee Company Limited

SBICAP TRUSTEE COMPANY LIMITED

Authorized Signatory
(Signature with stamp)

We accept the above terms
For **Krazybee Services Limited**

Vivek Veda
Digitally signed by Vivek Veda
Date: 2026.08.19 12:58:20 +05'30'

Authorized Signatory
(Signature with stamp)

SBICAP Trustee Company Ltd.